

CONTRACT

This agreement made and entered into this 18th day of April, 2024, by and between **URBAN WISKIRCHEN** and **LINDSAY WISKIRCHEN**, Husband and Wife, hereinafter called **SELLERS**, and _____, hereinafter called **BUYER** (whether singular or plural);

WITNESSETH:

1. That the **SELLERS** agree to sell, and the **BUYER** agrees to buy, upon the following terms and conditions the following described real estate situated in the County of Shelby, State of Missouri, to-wit:

A tract of land situated in a portion of the Southeast Quarter of Section 11 and the West Half of the Southwest Quarter of Section 12, Township 58 North, Range 9 West, Shelby County, Missouri and being more particularly described as follows:

Beginning at an iron rod set on the mid line of Section 11 at the Northerly prolongation of a fence line, from whence an iron rod set at the center 1/4 corner bears N89°25'41"W a distance of 941.94'; thence along said fence line as follows: S02°29'04"E a distance of 767.81' to a corner post; thence N82°22'54"E a distance of 385.48' to a corner post; thence S87°52'23"E a distance of 91.59' to a corner post; thence S77°03'51"E a distance of 23.58' to a corner post; thence S58°33'30"E a distance of 1335.88' to an iron rod set on the line between Sections 11 and 12; thence along said line, S01°10'16"W a distance of 1233.37' to a corner post at the corner common to Sections 11, 12, 13, and 14; thence along the line between Sections 12 and 13, S89°27'21"E a distance of 1311.61' to an iron rod set at the West 1/16 corner common to said Sections; thence along the West 1/16 line of said Section 12, N01°12'20"E a distance of 2637.59' to a corner post accepted as the Center-West 1/16 corner; thence along the mid line of Section 12 and its Westerly prolongation, N89°25'41"W a distance of 3011.58' to the point of beginning.

The above tract of land contains 116.4 acres more or less, subject to easements and restrictions of record, or not of record, if any.

Description of ingress, egress and utility easement: A strip of land 30.00' in width, situated in the Northwest Fourth of the Southeast Quarter of Section 11, Township 58 North, Range 9 West, Shelby County, Missouri and being more particularly described as follows:

Beginning at a point on the mid line of Section 11, from whence an iron rod set at the Center-South 1/16 corner bears S00°55'28"W a distance of 470.57'; thence along the centerline of said easement as follows: N24°00'17"E a distance of 91.88'; thence 54.53' along an arc to the

right, with a radius of 45.11', and a chord that bears N58°38'10"E, a distance of 51.27'; thence S86°43'56"E a distance of 330.26'; thence S81°29'52"E a distance of 51.94'; thence S70°44'09"E a distance of 59.87'; thence 47.58' along an arc to the left, with a radius of 83.21', and a chord that bears S87°06'59"E, a distance of 46.93'; thence N76°30'12"E a distance of 46.30'; thence N88°36'46"E a distance of 83.48'; thence S59°39'58"E a distance of 45.61'; thence S40°10'39"E a distance of 59.47'; thence 129.08' along an arc to the left, with a radius of 109.25', and a chord that bears S74°01'30"E, a distance of 121.70'; thence N72°07'40"E a distance of 117.15'; thence N65°13'13"E a distance of 208.65' to the point of ending on the South line of the hereon described tract 6.

2. The purchase price is _____ Dollars (\$ _____) per acre, for a total of _____ Dollars (\$ _____), payable as follows: Ten Percent (10%) of the purchase price in cash at the time of the signing of this Contract, said sum to be deposited into escrow with Accurate Land Title Company of Hannibal, Missouri, as earnest money; and the balance payable in cash on the delivery of the deed.

3. Marketable title of record and in fact shall be conveyed by Warranty Deed free and clear of all encumbrances, except as provided herein.

4. In lieu of SELLERS furnishing BUYER an abstract of title for examination, the SELLERS shall deliver to BUYER, prior to the date of closing, a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in the amount of the purchase price of the property, naming the BUYER as the insured and issued by Accurate Land Title Company, a title insurance company licensed to write title insurance in the State of Missouri, which policy shall insure the owner's title to be marketable in fact as called for by this contract and shall provide that a policy shall be issued immediately after SELLERS' General Warranty Deed to the BUYER is placed of record. All costs of owner's title insurance policy shall be paid by the SELLERS, and the premium of mortgagee's title insurance policy, if any, shall be paid by the BUYER.

5. Real estate taxes for the year 2024 shall be pro-rated as of the date of the delivery of the deed.

6. This transaction shall be closed at the offices of Accurate Land Title Company, Hannibal, Missouri, on or before May 17, 2024, or at such other place and time as the parties hereto may mutually agree upon in writing, at which time all money and papers shall be delivered and transferred and possession of the property shall be delivered to the BUYER.

7. It is understood and agreed by BUYER that the premises are sold to and shall be accepted by BUYER at closing in an "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION SUBJECT TO ALL INFIRMITIES, and SELLERS make no representations, warranties or covenants, oral or written, express or implied, as to the condition and usefulness of the premises. Moreover, BUYER stipulates that BUYER has inspected the premises and that BUYER is entering into this agreement and is purchasing the premises based solely upon BUYER'S investigation and evaluation.

BUYER further stipulates that BUYER has not relied upon any statement or representation, express or implied, by SELLERS, SELLERS' agents or employees, in BUYER'S decision to enter into this agreement and to purchase the premises. The provisions of this paragraph shall survive the closing and shall run with the land.

8. In the event the SELLERS perform their part of this contract or tender performance thereof, and the BUYER fails to perform BUYER'S part, then the Ten Percent (10%) earnest money deposit made herewith shall be paid over to the SELLERS as liquidated damages, it being agreed that actual damages are difficult if not impossible to ascertain.

9. It is agreed that all closing costs in connection with this transaction shall be borne equally by the BUYER and the SELLERS.

10. Each party hereby agrees, at the other party's sole cost and expense, to cooperate with the other party in achieving an Internal Revenue Code ("I.R.C.") Section 1031 Tax Deferred Exchange provided, however, (a) the other party's inability to achieve such desired tax treatment shall not affect that party's obligation to proceed to closing on this transaction and (b) the cooperating party will not incur any additional obligations or liabilities or have its rights hereunder adversely affected as a result of such cooperation. Nothing contained herein shall be construed as any representation or warrant by either party that the other party will in fact be eligible for any benefit of an I.R.C. Section 1031 Tax Deferred Exchange.

11. "Facsimile signatures", as the term is commonly used with reference to facsimile machines used in transmitting documents, shall be and hereby are declared by all parties to this contract to be the same as an original signature to this contract; a facsimile of this contract, including the signature portion thereof, shall be treated and relied upon by all parties hereto as an original contract and authentic signature with the same legal force and effect as though the facsimile is in fact the original document to which a genuine signature has been affixed.

12. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names in triplicate the day and year first above written.

SELLERS:

BUYER:

URBAN WISKIRCHEN

LINDSAY WISKIRCHEN