

AUCTION

PROPERTY INFORMATION

A photograph of an auction in progress, showing several people holding up numbered paddles. The paddles are white with black numbers. The number '8' is prominently displayed on a paddle in the foreground. Other visible numbers include '33', '79', '38', '32', and '78'. The background is blurred, showing the silhouettes of people and the general atmosphere of an auction.

Find Your Freedom[®]

***654 NW Hwy Z
Kingsville, Johnson County, MO***



**Heritage Brokers
& Auctioneers**

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**Heritage Brokers
& Auctioneers**

WELCOME AUCTION BIDDERS...!

On behalf of United Country | Heritage Brokers & Auctioneers, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event an exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property to the marketplace and an opportunity for well informed and qualified buyers to present their offers.

Over the past 95 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training and results to our clients. For more information about United Country | Heritage Brokers & Auctioneers, feel free to visit our websites: www.BidHeritage.com (for Auctions) and www.BuyHeritage.com (for Traditional Real Estate Sales).

Thanks again for your attendance,

A handwritten signature in black ink, appearing to read "Shawn Terrel", with a stylized flourish at the end.

R. Shawn Terrel, CAI, AARE
Owner / Broker / Auctioneer

UNITED COUNTRY®
in Kansas City since 1925

(877) 318-0438 Office * (816) 420-6219 Fax * 2820 NW Barry Rd., Kansas City, MO 64154
www.BidHeritage.com & www.BuyHeritage.com

ONLINE-ONLY AUCTION

US HWY 50 & HWY Z, KINGSVILLE, MO

**12.2±
ACRES**

BIDDING ENDS:
WED, OCTOBER 26 • 6 PM CT



This prime highway development or rural home site offers an incredible investment opportunity or country lifestyle value.

PROPERTY FEATURES:

- 12.2 Acre + Prime Highway Development Site
- 15,000 Cars Per Day on US-50 Highway
- Unrestricted Johnson County Zoning requirements
- Growing Rural Area - All Utilities Available
- Down the Road from Powell Gardens
- Centrally located to multiple communities and attractions: Lees Summit, Warrensburg, Oak Grove, Lone Jack.

REGISTER & BID: BidHeritage.HiBid.com

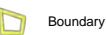


**Heritage Brokers
& Auctioneers**

Richard Shawn Terrel, Broker
License #2012000450 • 877-318-0438

Call Derek Foland
816-267-1388





Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

- **654 & 656 NW Hwy Z, Kingsville, MO 64061**

Legally described as:

12.2 +/- Acres located in S 24, T 47 N, R 29 W, Johnson County, MO. Full Legal Description to be provided by Title Company.

- **Online Bidding Opens on Wednesday, September 28th, 2022 at 6:00 pm (CT)**
- **Online Bidding Closes on Wednesday, October 26th, 2022 at 6:00 pm (CT)**

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to United Country| Heritage Brokers & Auctioneers, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (877) 318-0438 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may contact **Lucinda Terrel at (816) 420-6257 or by email at lucinda@buyheritage.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#17).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders and can be conducted during the preview dates as advertised. The property may also be inspected by scheduling an appointment with the Auction company at (877) 318-0438.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. Purchase and sale are conducted in U.S. Funds only.

- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Heritage Brokers & Auctioneers** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Down Payment:** A Ten Percent (10%) non-refundable down payment based on the total contract purchase price (which includes the buyer's premium) will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or by **Friday, November 25th, 2022**. Closing shall take place at **Western Missouri Title, 116 Hout Street, Warrensburg, MO 64093**. Closer is **Katherine Shreve**, email is **katie@westernmissourititle.com**, phone number is **(660) 747-3711**. Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Minerals:** The seller's share of minerals (if any) will transfer with the surface at closing.
- 12) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 14) **Title Insurance:** Title Insurance in the full amount of the purchase price will be provided by the seller. Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Heritage Brokers & Auctioneers, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

- 17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Buyer's Broker Fee of (2%) is offered on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.



**Heritage Brokers
& Auctioneers**

FRANCHISE DISCLOSURE ADDENDUM

SELLER: _____

BUYER: _____

PROPERTY: _____

Heritage Brokers & Auctioneers is a franchisee of United Country Real Estate, LLC. Each United Country Real Estate, LLC office is independently owned and operated. The Brokerage is solely responsible for its debts, liabilities, acts, errors or omissions. United Country Real Estate, LLC is not responsible for the debts, liabilities, acts, errors or omissions of the independent real estate brokerage, herein referred to as Heritage Brokers & Auctioneers.

Seller: _____

Date: _____

Seller: _____

Date: _____

Buyer: _____

Date: _____

Buyer: _____

Date: _____

MISSOURI BROKER DISCLOSURE FORM



This disclosure is to enable you, a prospective buyer, seller, tenant or landlord of real estate, to make an informed choice BEFORE working with a real estate licensee.

Missouri law allows licensees to work for the interest of one or both of the parties to the transaction. The law also allows the licensee to work in a neutral position. How the licensee works depends on the type of brokerage service agreements involved. Since the sale or lease of real estate can involve several licensees it is important that you understand what options are available to you regarding representation and to understand the relationships among the parties to any transaction in which you are involved.

Missouri laws require that if you want representation, you must enter into a written agreement. This may or may not require you to pay a commission. You do not need to enter into a written agreement with a transaction broker unless you intend to compensate this licensee. These agreements vary and you may also want to consider an exclusive or nonexclusive type of relationship.

If you choose not to be represented by an agent, the licensee working with you may be working for the other party to the transaction.

CHOICES AVAILABLE TO YOU IN MISSOURI

Seller's or Landlord's Limited Agent

Duty to perform the terms of the written agreement made with the seller or landlord, ***to exercise reasonable skill and care for the seller or landlord, and to promote the interests of the seller or landlord*** with the utmost good faith, loyalty and fidelity in the sale, lease, or management of property.

Information given by the buyer/tenant to a licensee acting as a Seller's or Landlord's Limited Agent will be disclosed to the seller/landlord.

Buyer's or Tenant's Limited Agent

Duty to perform the terms of the written agreement made with the buyer or tenant, ***to exercise reasonable skill and care for the buyer or tenant and to promote the interests of the buyer or tenant*** with the utmost good faith, loyalty and fidelity in the purchase or lease of property.

Information given by the seller/landlord to a licensee acting as a Buyer's or Tenant's Limited Agent will be disclosed to the buyer/tenant.

Sub-Agent (Agent of the Agent)

Owes the same obligations and responsibilities as the Seller's or Landlord's Limited Agent, or Buyer's or Tenant's Limited Agent.

Disclosed Dual Agent

With the written consent of all parties, represents both the seller and the buyer or the landlord and the tenant.

A Disclosed Dual Agent may disclose any information to either party that the licensee gains that is material to the transaction.

A dual agent may not disclose information that is considered confidential, such as:

- Buyer/Tenant will pay more than the purchase price or lease rate
- Seller/Landlord will accept less than the asking price or lease rate

- Either party will agree to financing terms other than those offered
- Motivating factors for any person buying, selling or leasing the property
- Terms of any prior offers or counter offers made by any party.

Designated Agent

Acts as your specific agent, whether you are a buyer or tenant, or seller or landlord. When the broker makes this appointment, the other real estate licensees in the company do not represent you.

There are two exceptions with both resulting in dual agency or transaction brokerage:

1. The agent representing you as a buyer or tenant is also the agent who listed the property you may want to buy or lease.
2. The supervising broker of two designated agents becomes involved in the transaction.

Transaction Broker

Does not represent either party, therefore, does not advocate the interest of either party.

A transaction broker is responsible for performing the following:

- Protect the confidences of both parties
- Exercise reasonable skill and care
- Present all written offers in a timely manner
- Keep the parties fully informed
- Account for all money and property received
- Assist the parties in complying with the terms and conditions of the contract
- Disclose to each party of the transaction any adverse material facts known by the licensee
- Suggest that the parties obtain expert advice.

A transaction broker shall not disclose:

- Buyer/Tenant will pay more than the purchase or lease price
- Seller/Landlord will accept less than the asking or lease price
- Motivating factors of the parties
- Seller/Buyer will accept financing terms other than those offered.

A transaction broker has no duty to:

- Conduct an independent inspection of, or discover any defects in, the property for the benefit of either party
- Conduct an independent investigation of the buyer's financial condition.

Other Agency Relationships

Missouri law does not prohibit written agency agreements which provide for duties exceeding that of a limited agent described in this pamphlet.

This brokerage authorizes the following relationships:

- ☒ Seller's Limited Agent
- ☐ Landlord's Limited Agent
- ☒ Buyer's Limited Agent
- ☐ Tenant's Limited Agent
- ☐ Sub-Agent
- ☒ Disclosed Dual Agent
- ☒ Designated Agent
- ☒ Transaction Broker
- ☐ Other Agency Relationship

Broker or Entity Name and Address

Heritage Brokers & Auctioneers
2820 NW Barry Road
Kansas City, MO 64154



Johnson County Commission

Densil Allen
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

August 5, 2021

To Whom It May Concern:

Re: Zoning for Johnson County, Missouri

At this time, there are no planning and zoning regulations, building codes, inspections or occupancy certificates in Johnson County, Missouri for the unincorporated areas, unless the property is located in the Whiteman Air Force Base Zoning Area.

Inside Incorporated City Limits City zoning ordinances may apply; contact the respective city hall for more information. (Centerview 660-656-3688, Chilhowee 660-678-3738, Holden 816-732-4811, Kingsville 816-597-0182, Knob Noster 660-563-2595, Leeton 660-653-4622, Warrensburg 660-747-9131)

Flood Plain State and federal regulations apply when building in flood plains. Flood plain maps are available in the Assessor office (660-747-9822). Flood plain permits (available at the Assessor's Office) are required if you are building in a flood hazard area in the unincorporated areas of Johnson County.

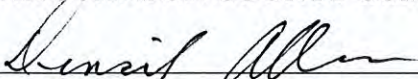
Onsite Wastewater Treatment System Federal, state, and local regulations exist for onsite wastewater systems, which affect various areas of construction including swimming pools, lot size consideration, various setback distances, etc. Contact the Johnson County Community Health Services – Environmental Health (660-747-6121 ext. 258) for more information.

Driveway If construction includes a driveway connecting to a county road, contact the Road and Bridge Department (660-747-6821) for driveway specifications. For construction connecting to a state highway, contact the Missouri Department of Transportation (660-543-7936).


County Right of Way If construction includes working within 30 feet of the center of a county road or trail, visit www.JoCoCourthouse.com or contact the Commissioners (660-747-2112) for right of way procedures and application.

If you have further questions, please contact our office.

THE JOHNSON COUNTY COMMISSION


Densil Allen, Presiding Commissioner


John L. Marr, Eastern Commissioner


Charles Kavanaugh, Western Commissioner

Tax

Owner Information

Owner Name:	Giro Bonnie B
Mailing Address:	10546 Yorkstone Dr
Tax Billing City & State:	Bonita Springs Fl
Tax Billing Zip:	34135
Tax Billing Zip+4:	5183
Tax Billing Carrier Route:	R029
Owner Occupied:	A
Mail Owner Name:	Bonnie B Giro

Location Information

School District Name:	Hold R-3
Census Tract:	960101
Carrier Route:	R062
Topography:	ROLLING/HILLY
Township Range and Section:	472924
Range:	29
Section:	24

Tax Information

Parcel ID:	04602400000000102
APN:	04602400000000102
Tax Area:	03
% Improved:	53
Legal Description:	24 47 29 S 12.2AC OF SE COR SE NE

Assessment & Taxes

Assessment Year	2021	2020	2019
Assessed Value - Total	\$2,777	\$2,716	\$2,716
YOY Assessed Change (\$)	\$61	\$	
YOY Assessed Change (%)	2%	0%	
Market Value - Total	\$20,228	\$19,715	\$19,715
Market Value - Land	\$9,536	\$9,536	\$9,536
Market Value - Improved	\$10,692	\$10,179	\$10,179
Tax Year	2021	2020	2019
Total Tax	\$180.87	\$178.14	\$176.66
Change (\$)	\$3	\$1	
Change (%)	2%	1%	

Characteristics

Land Use - County:	Residential
Land Use - CoreLogic:	Residential (Nec)
Lot Acres:	12.200
Lot Sq Ft:	531,432
# of Buildings:	1
	-

Garage Capacity:0

Lot Acres:12.200

Building Features

Feature Type	Unit	Size/Qty	Width	Depth	Year Blt
Shed	S	7,128			1942



First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent: **Western Missouri Title Company**

Issuing Office's ALTA® Registry ID:

Commitment No.: **2116832**

Property Address: **654 NW Z Hwy
656 NW Z Hwy Kingsville, MO 64061**

Revision No.: _____

Issuing Office: **Western Missouri Title Company**

Loan ID No.:

Issuing Office File No.: **2116832**

SCHEDULE A

1. Commitment Date: **September 8, 2022, at 8:00 am**
2. Policy to be Issued:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**
4. The Title is, at the Commitment Date, vested in:
Bonnie B. Giro, a single person
5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A (Continued)	

File No.: 2116832

EXHIBIT A

The Land is described as follows:

Tract 1: Part of the Southeast Quarter of the Northeast Quarter of Section 24, Township 47 North, Range 29 West, Johnson County, Missouri, described as: Commencing at a 3/8" pin in Route Z (Southeast corner of the Northeast Quarter), thence N18°23'49"W, 108.63 feet, to the right-of-way marker in concrete and point of beginning; thence S64°01'52"W, 125.19 feet, along the North right-of-way of U. S. Highway No. 50; thence N84°23'21"W, 203.8 feet; thence S72°56'00"W, 115.2 feet; thence 289.21 feet along arc of right-of-way with a radius of 2993.79 feet; thence N25°45'25"W, 312.4 feet; thence N47°06'00"E, 190.19 feet; thence N13°40'48"E, 17.76 feet; thence N87°30'00"E, 705.93 feet; thence S00°14'53"E, 385.25 feet, to the point of beginning.

Tract 2: Part of the Southeast Quarter of the Northeast Quarter of Section 24, Township 47 North, Range 29 West, Johnson County, Missouri, described as: Commencing at a 3/8" pin in Route Z (Southeast corner of the Northeast Quarter), thence N18°23'49"W, 108.63 feet; thence N00°14'53"W, 385.25 feet, to the point of beginning; thence N00°14'53"W, 297.2 feet; thence S87°30'00"W, 631.44 feet; thence S13°40'48"W, 309.22 feet; thence N87°30'00"E, 705.93 feet, to the point of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII	

Commitment No.: **2116832**

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII	

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **Taxes and special assessments for the year 2022, and thereafter. State and county taxes for 2021 are \$180.87 and are shown paid. The preceding tax figures are for informational purposes only, and no liability for correctness of same is assumed. To insure accurate tax information, contact the collector of revenue for Johnson County, Missouri at (660) 747-5531.**
Tax ID#: 04-60-24-00-000-0001.02
8. **Public Water Supply District #2 of Johnson County, Missouri, and to any provisions therein for assessments, as shown of record at Book 629, Page 205, and at Book 634, Page 263, in the deed records of Johnson County, Missouri. - Tracts 1 & 2**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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 First American Title™	ALTA Commitment for Title Insurance ISSUED BY First American Title Insurance Company
Schedule BI & BII (Continued)	

SCHEDULE B, PART II

Exceptions (Continued)

9. Easement in favor of Great Lakes Pipe Line Company, as shown of record at Book 387, Page 68, and last assigned to William Brothers Pipe Line Company, as shown of record at Book 416, Page 149, in the deed records of Johnson County, Missouri. - Tracts 1 & 2
10. Easement in favor of Missouri Public Service Corporation, as shown of record at Book 278, Page 230, in the deed records of Johnson County, Missouri. - Tracts 1 & 2
11. Watershed protection in favor of the Soil District of Johnson County, Missouri, as shown of record at Book 339, Page 295, in the deed records of Johnson County, Missouri. - Tracts 1 & 2
12. Tenancy rights, either as month to month, or by virtue of unrecorded written leases of persons in possession of any part of the subject property.
13. Liability under this search is limited to the sum of \$250.00 or the cost of such search, whichever is greater. This is not an abstract or opinion of title, nor is it a commitment to insure title. This is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for title insurance commitment in a specified amount and identifying the proposed insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AUCTION REAL ESTATE SALES CONTRACT

THIS CONTRACT, made this the **26th day of October 2022**, by and between Bonnie Giro ("Seller") whose address is 10546 Yorkstone Dr., Bonita Springs, FL 34135 and _____ ("Buyer") whose address is _____.

1. **AGREEMENT TO PURCHASE.** In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, by (Warranty Deed), and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property identified as **654 & 656 NW Highway Z, Kingsville, MO 64061**

and described as follows:

Legal Description: 12.2 +/- acres located in S 24, T 47 N, R 29 W, Johnson County, MO. Full Legal Description to be provided by Title Company.

2. **High Bid Price** \$ _____

Buyer's Premium (10%)..... \$ _____

Total Purchase Price \$ _____

Non-Refundable Down Payment/Deposit \$ _____

In U.S. Funds, based on 10% of the Total Purchase Price, to be held in an non-interest bearing escrow account by Closing Agent.

Balance of Purchase Price \$ _____

In U.S. Funds, due at Closing, not including Buyer's Closing Costs or financing costs, prepaids or prorations, in immediately available cash or by confirmed wire transfer.

3. **CLOSING.** Closing shall be on or by **Friday, November 25th, 2022**. Closing shall take place at **Western Missouri Title, 116 Hout St., Warrensburg, MO 64093**. Closer is **Katherine Shreve**, email is **katie@westernmissourititle.com**, phone number is **(660) 747-3711**. At Closing, Seller shall deliver to Buyer a **Warranty Deed** (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and an Assignment and Assumption of Leases which shall assign any leases of the Property to Buyer; and Buyer shall pay, or cause to be paid, Seller the Total Purchase Price and shall execute and deliver to any tenant of the Property an acknowledgement of receipt of its security deposit in form required by applicable law. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment and this Contract. Time is of the essence in this Contract.

4. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. Buyer shall pay all taxes for the year of Closing on or before December 31,

2022 and shall deliver Seller a copy of the tax receipts evidencing payment thereof within ten (10) days after payment. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items. This Paragraph 4 shall expressly survive the Closing.

5. CLOSING COSTS.

(a) **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and the title insurance commitment, (50%) of the closing agents closing fee, and all costs relating to tax certificates and overnight courier fees and messenger charges on behalf of the Seller. Seller shall also pay for any survey cost needed, but only limited to providing a complete legal description.

(b) **Buyer's Costs.** At Closing, Buyer shall pay for the issuance of the Title Policy (as hereinafter defined), the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, (50%) of the closing agent's closing fees, and any additional sale or closing fees required by Buyer..

6. **TERMS.** This is a cash sale with Ten Percent (10%) down payment, with the balance due at Closing on or before **Friday, November 25th, 2022**. This sale is not contingent upon financing or due diligence. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

7. **DOWN PAYMENT/ DEPOSIT AND CLOSING AGENT.** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.

8. DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE)

(a) Buyer warrants and acknowledges to and agrees with Seller, and United Country - Heritage Brokers & Auctioneers ("Auctioneer") that Buyer is purchasing the Property in an "As-Is, Where Is" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever, from or on behalf of the Seller and Auctioneer.

(b) Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

(c) Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed this Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by SELLER OR AUCTIONEER or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement,

representation, guarantee or warranty (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.

(d) Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Contract and the Property. The Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.

(e) Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

9. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph 9 shall expressly survive the Closing and any termination of this Contract.

Potential Proximity of Registered Offenders to Property: In Missouri, law requires persons who are convicted of certain crimes, including sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the Buyer, desire information regarding those registrants, you may find information on the homepage of the Missouri State Highway Patrol, at <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or Buyer should contact the Sheriff of the county in which the Property is located.

10. **TITLE.** Buyer hereby acknowledges receipt of a title commitment (the "Title Commitment") issued by the Closing Agent as agent for **First American Title Insurance Company** (the "Title Insurer"). Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 10, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller shall cause the Title Insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions.

Buyer also acknowledges and agrees that:

- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- b. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- c. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- d. Only the fixtures, machinery and equipment currently attached to or located upon the Property will be conveyed to Buyer.
- e. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.

11. **FIXTURES AND PERSONAL PROPERTY.** Only the fixtures, machinery and equipment currently attached to or located upon the Property at the time of closing will be conveyed to Buyer and no other personal property will be conveyed with the Property.

12. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

13. **BROKER AGENCY.**

- a. **Agency Disclosure.** Auctioneer has acted as agent for Seller in this transaction and is to be paid a commission by Seller pursuant to a separate written listing agreement between Seller and Auctioneer.
- b. **Brokerage.** Buyer warrants and represents that Buyer ☐ is or ☐ is not represented by a Buyer's Broker in this transaction. If Buyer is represented by a Buyer's Broker, the Buyer's Broker's name is: _____. The Buyer's Broker must perform all of the requirements in the Buyer Broker Incentive Program as provided by the Auctioneer. Failure to properly submit a pre-auction purchase offer or comply with the provisions of the Buyer Broker Incentive Program will disqualify the Buyer Broker from receiving any commission from the transaction

14. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

15. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/ Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

16. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/ Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

17. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivered by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

18. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

19. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

20. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

21. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

22. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.

23. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

24. **ACKNOWLEDGEMENT.** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Missouri State Statutes), Buyer

represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

25. **ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Missouri law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted in Kansas City, Missouri by and in accordance with the Commercial Arbitration Rules of American Arbitration Association or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved, unless awarded to the prevailing party by the arbitrator.

26. **ATTACHMENTS.** The Exhibits, Schedules and Addenda, if any, attached hereto are fully incorporated herein by reference for all purposes.

27. **SPECIAL CONDITIONS (1031 EXCHANGE).** Buyer/Seller acknowledges that it may be the intention of the Buyer/Seller to complete a tax-deferred exchange under Internal Revenue Code Section 1031. Buyer/Seller agrees to cooperate as long as it does not delay the closing or cause additional expense to the Buyer/Seller. Buyer/Seller agrees that Buyer/Seller will assign the rights but not the obligations of this agreement to a Qualified 1031 Exchange Intermediary during the closing process.

28. **POSSESSION:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.