**Exhibit “A”**

**Terms & Conditions**

**Paul Vittitow Estate**

1. **Title for the property being sold is – Larue County Deedbook 228, Page 529. PVA Parcel #065-00-00-014, recorded in Plat Cabinet 1, Slide 115. Deedbook 228, Page 526, PVA Parcel # 58–6.04 recorded in Plat cabinet 1 Slide 29. Deedbook 228, Page 523 & 532. PVA Parcel # 064-00-00-018 & 065-00-00-004.**
2. **Property sells subject to all terms and conditions of the Sales & Purchase contract dated February 23, 2019 between the Paul Vittitow Estate and buyers.**
3. **Property sells subject to all Larue County Land of Lincoln Planning & Zoning regulations.**
4. **Property being sold “As Is” and “Where Is” with no warranties or representations for a particular purpose concerning the property. Each bidder is responsible for conducting their own inspections and due diligence concerning the property.**
5. **Property sells restricted to no junk yards, junk vehicles or other waste that is not agricultural in nature.**
6. **Taxes shall be prorated until Date of Deed, collected from both the Buyer and Seller, and held in the escrow account of Jim Whitlow, Attorney, to be paid in the Fall of 2019.**
7. **Possession will be given with Deed.**
8. **All timber will sell with the real property. There shall be no timber cut on the property until closing is complete with the delivery of Deed. In the event that timber is harvested after closing, then the tract owners of such land that the timber is harvested from, shall be responsible for repairing all damage to any access roadway caused by removing timber from his or her tract of land.**
9. **Tracts 3, 4, & 5 of Parcel #3 have access over permanent access easement.**
10. **Tracts 3, 4, & 5 of Parcel #3 will be subject to an Access Easement Maintenance Agreement recorded in Deedbook \_\_\_\_\_\_ Page \_\_\_\_\_\_\_ of the Larue County Clerk’s Office.**
11. **Buyers of Tracts #2 & 5 of Parcel #3 will share an entrance on North Spaulding Road.**
12. **Buyers of Tract #5 of Parcel #3 are being made aware of a drainage easement in favor of Paul Sims recorded in Deedbook 246, Page 731, of the Larue County Court. There is also an ingress & egress easement across Tract #5 in favor of Paul Sims recorded on Plat of Record in Plat Cabinet \_\_\_\_\_\_ Slide\_\_\_\_\_\_ of the Larue County Court.**
13. **All entrances onto Whelan Road & North Spaulding Road must be approved by the Larue County Road Department**
14. **Lead Base Paint Disclosure. – Home was built prior to 1978. Anyone wishing to do lead-base paint testing must do so 10 days prior to sale date.**
15. **All sanitary sewer systems must be approved by the Larue County Environmental Services Department.**
16. **The Auction Company reserves the right to correct any mathematical errors prior to closing.**
17. **Increments of bidding are at the discretion of the Auctioneer**
18. **Announcements made by the Auction Company at the auction podium the day of sale will take precedence over any previously printed material or any oral statements made.**
19. **Order of Sale.**

**Round One – Pick & Choice – Parcel #1 & 2 – By the Acre.**

 **Parcel #3 – As a Whole – By the Acre**

**Round Two – Parcel #3. Tract #1 – House Tract – By the Dollar.**

 **Tracts # 2 – 6 - Pick & Choice – By the Acre.**

**Round Three – First Round winning bidder has the option to combine Tracts 1 – 6. Must raise highest round bid by $100.00 per acre to combine. If option is exercised, any bidder may rejoin the bidding.**

1. **Terms – Real Estate: 20% down day of sale with balance due on or before 30 days with delivery of deed. Personal Property & Equipment: Cash or check with proper identification payable day of sale. A ten percent (10%) Buyer’s Premium will be added to all winning bids to determine the final selling price**