

***THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD SEEK LEGAL ADVICE.***



*Initials*

18. SELLER AGREES to maintain: their Insurance, the Property, and the Improvements in their present condition until delivery or possession and warrants that all equipment and fixtures a part of this sale will be in good operating condition and performing the function for which they were intended, on the date of closing of this sale. Except: None

Or, as disclosed in the Sellers Property Condition Disclosure Statement (if Applicable).

19. This agreement shall in no manner be construed to convey the property or to give any right of possession. Risk of loss or damage to the property, prior to closing date, shall be the responsibility of the Seller. If prior to closing, the structures on the property are materially damaged by fire, explosion or other cause and the Seller does not elect to repair or replace them, the Buyer shall have the right to rescind this agreement and the deposit shall be refunded.

20. DEFAULT: If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, retain the deposit as liquidated damages for such failure, or utilize such legal remedies as are available to Seller by reason of such failure.

21. ENVIRONMENTAL HAZARDS: Seller and Buyer agree to indemnify and hold harmless the Broker, His Agents, and Each Other as to the environmental condition of this property. Seller is unaware of any environmental hazards on or under the Property, but recommends Buyer obtain expert advice regarding any possible environmental hazards. BUYER is aware that there MAY BE Highly Erodible Land, Wetlands, Noxious Weeds or Endangered Species on the property.

22. ESCROW CLOSING: Buyer And Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the listing Broker is authorized to transfer the Deposit or any other funds received to the Escrow Agent. Escrow Agents charges shall be equally divided between Buyer and Seller.

Title Agent: Nebraska Title Company 1620 Avenue A, Scottsbluff, NE 69361 308-632-4021

23. BUYER ACKNOWLEDGES receipt of a copy of this offer, which has not yet been signed by the Seller.

24. AGENCY: All parties signing this document acknowledge that they have been informed of the Agency relationship of all Agents involved in this transaction

25. ELECTRONICALLY GENERATED SIGNATURES shall be accepted and deemed original for all intents and purposes.

26. ACCEPTANCE: This Offer Is Void If Not Accepted By Seller On Or Before: April 27, 2022

27. POSSESSION of the property shall be on: Closing subject to Tenant's Rights to farm ground.

28. The CLOSING shall be on or before: June 9, 2022

*unless the Title Commitment or Survey has not been received, in which event the closing shall be rescheduled within 7 days of receipt of the Buyer's receipt thereof. If Closing is delayed on the part of the Buyer, an Addendum will be necessary prior to the scheduled Closing detailing the time for extension, interest charges accrued by the Seller, and Real Estate Taxes (if applicable) beyond the original Closing date.*

29. BUYER \_\_\_\_\_ (Signature) DATE \_\_\_\_\_

30. BUYER \_\_\_\_\_ (Signature) DATE \_\_\_\_\_

31. Printed Name (s) \_\_\_\_\_

32. ADDRESS: \_\_\_\_\_ Email \_\_\_\_\_

33. CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ Phone \_\_\_\_\_

34. NAMES FOR DEED: \_\_\_\_\_

35. SELLING AGENT \_\_\_\_\_ Phone \_\_\_\_\_

36. **RECEIPT FOR EARNEST MONEY:** RECEIVED FROM:

\_\_\_\_\_ \$ \_\_\_\_\_ By:

\_\_\_\_\_ to apply to the purchase price

of Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or if there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

37. RECEIPT: To Kraupie's Real Estate & Auctioneers By: \_\_\_\_\_

38. **ACCEPTANCE:** Seller accepts this agreement on the terms stated and agrees to convey title, deliver possession, and perform all the terms and conditions set forth.

39. SELLER \_\_\_\_\_ (Signature) DATED: \_\_\_\_\_

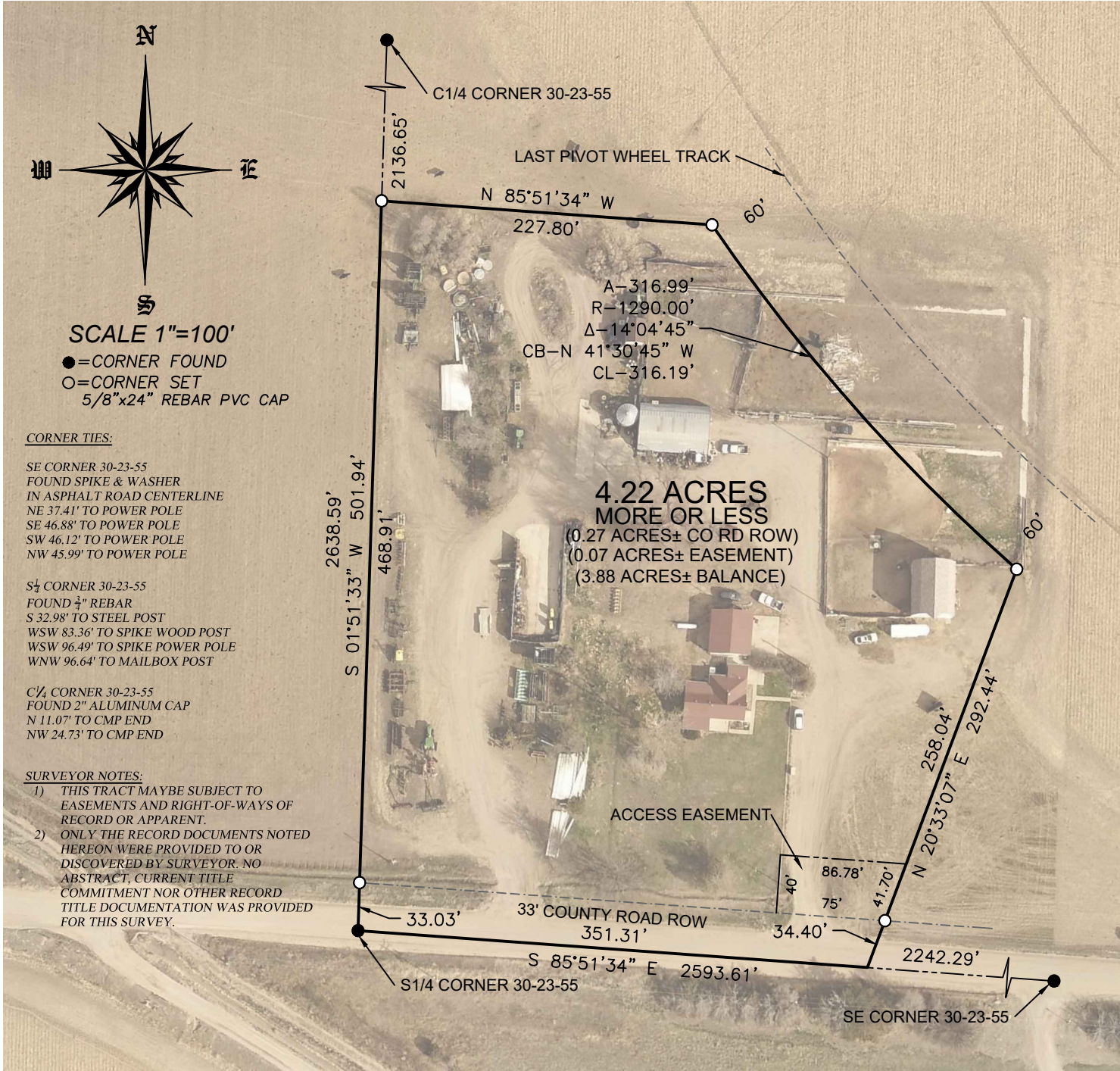
40. SELLER \_\_\_\_\_ (Signature) DATED: \_\_\_\_\_





# AEDS SURVEY EXHIBIT

TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER  
OF SECTION 30, TOWNSHIP 23 NORTH, RANGE 55 WEST OF THE 6TH P.M.,  
SCOTTS BLUFF COUNTY, NEBRASKA.



## LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 23 NORTH, RANGE 55 WEST OF THE 6TH PRINCIPAL MERIDIAN, SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SOUTHEAST QUARTER OF SAID SECTION 30; THENCE, ALONG THE SOUTH LINE OF SAID SECTION, S85°51'34"E FOR A DISTANCE OF 351.31 FEET; THENCE, N20°33'07"E FOR A DISTANCE OF 292.44 FEET; THENCE, ALONG A 1290.00 FEET RADIUS CURVE TO THE RIGHT, SUPPORTING A CENTRAL ANGLE OF 14°04'45", CHORD BEING N41°30'45"W FOR 316.19 FEET, FOR AN ARC DISTANCE OF 316.99 FEET; THENCE, N85°51'34"W TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, BEING A DISTANCE OF 227.80 FEET; THENCE, ALONG SAID WEST LINE, S01°51'33"W FOR A DISTANCE OF 501.94 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4.22 ACRES, MORE OR LESS, OF WHICH 0.27 ACRES ARE CONTAINED IN COUNTY ROAD RIGHT-OF-WAY.

## SURVEYOR'S CERTIFICATE:

I, SCOTT M. BOSSE', NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT OF LAND DESCRIBED IN THE LEGAL DESCRIPTION AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 100 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this \_\_\_\_ day of \_\_\_\_\_, 2021.

Scott M. Bosse'  
NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603



SHEET  
1 OF 1

PROJECT:  
HOEHN 30-23-55  
3SD LLC MIKE HOEHN  
MITCHELL, NEBRASKA

ACCUSTAR SURVEYING

30601 COUNTY ROAD 17 MITCHELL, NE 69357  
PHONE: (308) 623-0197 CELL: (308) 631-0737

Scale 1"=100'

Date: NOVEMBER 2, 2021

Dwn By SMB

REVISED: