FARM AND LAND PURCHASE AGREEMENT

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

TRACT NINE

farmauction.net 15 Main St • PO Box 100 • Bridgeport, NE 69336 308-262-1150 • kraupie@farmauction.net

1. DATE: **April 26,2022**

- 2. INTENT: The Undersigned As Buyer(S) Agrees To Purchase The Following Real Estate: ___(THE 3SD, LLC Property Sold as Tract **Eight**
- 3. PROPERTY LOCATED: West of Scottsbluff, Nebraska. Approximately 3.8 miles West of Jct. 26 and Hwy 71 on Hwy. 26 then 1.25 miles north on Sunflower Oil Road and ½ mile west on CR F 170516 CR F Scottsbluff, Nebr.
- 4. 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, NE CONTAINING AN AREA OF 4.22 ACRES, MORE OR LESS. See attached Survey.

Including all Fixtures, Equipment permanently attached, and, Water Rights providing the Seller has marketable title in fee simple.

- PURCHASE PRICE: Buyer agrees to pay the following terms: \$ 15,000.00 (Fifteen Thousand Dollars) (Deposit) down upon signing this offer as shown by receipt herein and will be applied to the purchase price. If paid by check, it will be cashed and deposited in Kraupie's Real Estate Trust Account. The Deposit will be held until closing, or, will be transferred to an Escrow Agent (see paragraph 20). The balance of the purchase price shall be paid as shown in paragraph(s) following:
- A. ALL CASH: the balance of \$ shall be paid in cash, or by certified funds at time of delivery of deed, no financing being required. This contract is not contingent on loan approval.
- B. CONTINGENT ON LOAN: Balance of \$ shall be paid in cash or by certified or cashier's check at the time of closing, contingent on the Buyer's ability to obtain a loan, to be secured by Deed of Trust on the above described Property in the amount of \$ Buver agrees to make application for the loan within 7 calendar days of acceptance of this offer, sign all application documents and pay all costs required by the Lender unless otherwise stated in this offer. The Loan shall be approved within ______ days of Acceptance. If the original loan application is Denied, the Buyer authorizes, and shall instruct, the Lender to immediately Notify in Writing The Listing Broker involved in the transaction. Upon written notice of denial, this Purchase Agreement shall be void and the earnest money will be refunded to the Buyer, unless Seller and Buyer mutually agree in writing within 5 calendar days to allow an additional loan application. Seller shall have the right to cancel this offer after _____ calendar days from acceptance of this agreement, unless they have received either a noncontingent loan commitment, or, a loan commitment with all contingencies satisfied. In the event of Seller's cancellation, the earnest money shall be returned to the Buyer.

Seller will pay the documentary stamp tax and Buyer the recording fee to record the Warranty Deed and the Deed of Trust, or, mortgage, if any.

- 6. PERSONAL PROPERTY INCLUDED: All Items attached to the Home, or left on the Property at Closing, unless arrangements are made with Mark Spencer the Farm Tenant.
- 7. PERSONAL PROPERTY EXCLUDED: Personal property owned by the Farm Tenant.
- 8. EVIDENCE OF TITLE: Buyer shall be furnished a current title insurance commitment unless otherwise agreed. The cost of title insurance shall be divided equally between the Buyer and Seller unless otherwise stated in this agreement. If any defects in the title are discovered, the seller will have a reasonable time to correct said defects. If defects are not cured within 60 days, the Buyer may declare this agreement null and void and the deposit shall be refunded.
- 9. CONVEYANCE: Seller agrees to convey to Buyer by: Corporation Warranty Deed, free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements and restrictions, and mineral reservations now on record.
- 10. OTHER PROVISIONS: Buyer agrees that All inspections required must have been done prior to Bidding. Inspections may include, but are not limited to, the following: Home, Radon, Well & Septic, Survey, Roof, HVAC, Electrical, Plumbing, Structural, Mold, Flood Plain, Insurability/CLUE, Sex Offender Registry. THE BUYERS ARE BUYING THIS PROPERTY IN "AS IS" CONDITION.
- 11. MINERALS: The Buyer and Seller Agree that the Seller is reserving none of the existing minerals.
- 12. REAL ESTATE TAXES: Seller shall pay all property taxes and assessments on the premises due and payable to: December 31, 2021 . All subsequent real estate taxes and assessments shall be paid by the Buyer.
- 13. LEASES: Seller warrants that all existing leases, if any, Shall Terminate on or before the date of closing. Lessee Name: None.
- 14. LEASE MONEY AND GOVERNMENT PAYMENTS (if any), for the current year shall be: Not Applicable. Buyer must present proof to FSA upon transfer of the land.
- 15. BUYER must maintain and assume all existing CRP and FSA programs attributed to this land unless otherwise agreed in writing

It's Present Condition except as provided herein: None	ty "As is" i	n
17. Buyer acknowledges receipt of "Protect Your Family from Lead in Your Home", if applicable.	_(initials	
Initials		
Page 1		

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.	$A GENCY: \ All \ parties \ signing \ this \ document \ acknowledge \ that \ they \ have \ been \ informed \ of \ the \ Agency \ relationship \ of \ all \ Agents \ involved$
	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
Clos	ss 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 ing 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 be 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
	CITY STATE ZIP Phone
	NAMES FOR DEED:
	SELLING AGENTPhone
	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.
27	RECEIPT: To Kraupie's Real Estate & Auctioneers By:
37.	NECEIF 1. 10 Mauple's Neal 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:
	Page 2



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, A 1KAC1 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.

21.
2

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 PHONE: (308) 623-0197

MITCHELL, NE 69357 CELL: (308) 631-0737

Scale 1"=100" Date: NOVEMBER 2, 2021 Dwn By SMB