

**UNIFORM COMMERCIAL PURCHASE AGREEMENT**

(This is a legally binding contract. If not understood, seek legal advice)

World Group, Broker

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

1. **Address** 8350 N 114<sup>th</sup> Street, Omaha, NE, Zip Code 68142
2. **Legal Description (Property)** LANDS SEC-TWN-RGE 29-16-12 E ½ NE ¼ NW ¼ 20 AC AND LANDS SEC-TWN-RGE 29-16-12 E ½ NE ¼ NW ¼ AC (containing approximately 40 +/- total acres) in Douglas County, Nebraska including all fixtures and equipment permanently attached to the Property.
3. **Personal Property:** The only personal property included is as follows: None
4. **Conveyance:** Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by special warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, except No exceptions subject to all building and use restrictions and covenants now of record.
5. **Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
6. **Purchase Price:** Buyer agrees to pay TBD DOLLARS (\$        -) on the following terms: \$ 10,000.00 (Deposit) deposited directly with Bankers Title Agency of Nebraska LLC, 1201 Golden Gate Drive, Papillion, NE 68046 ("Escrow Company") as evidenced by the receipt attached below. In the event this offer is not accepted by the Seller within the time specified, the Deposit shall be refunded. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller may, at its option, retain the Deposit as liquidated damages for failure to carry out the agreement of sale. Balance to be paid in immediately available funds at closing of the sale.
7. **Applicable Conditions:** This agreement is conditioned upon the happening of each of the following events. If each of the same has not occurred within the time stated, this offer shall be null and void, and any Deposit returned to Buyer.

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**Property is being sold in an "As Is Where Is" condition with no warranties or representations of any kind.**

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**\*\*The chain link fence that encompasses the Eastern portion of the Property, is not included in the sale of this Property.**

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**\*\*Seller, to the best of Seller's knowledge, is unaware of any written or verbal Lease Agreement for the 20 +/- acres of farm ground that is part of the Property.**

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8. **Urban Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the date of closing, and all the prior years' taxes, interest, and other charges, if any, will be paid by Seller
9. **Rents, Deposit and Leases, If Rented:** Any tenant deposits and leases shall be assigned to Buyer at no cost. All collected rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Buyer at the time of closing.
10. **Sanitary and Improvement District (S.I.D.):** Buyer understands the Property is not located within a sanitary and improvement district (S.I.D.)
11. **Conveyance of Title:** Seller shall furnish an updated title insurance commitment to Buyer prior to closing. Closing to be on a mutually-agreed upon date and time at the office of the Escrow Company but in no event later than June 25, 2016, and possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller.
12. **Escrow Closing:** Buyer and Seller acknowledge and understand that the closing of the sale will be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.
13. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the Seller.
14. **Insurance:** Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance.
15. **Condition of Property:** Seller represents to the best of Seller's knowledge, information and belief, there are no latent defects in the Property.
16. **Environmental:** Seller represents to the best of the Seller's actual knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

**THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENTS.**

**NO WARRANTIES PARAGRAPH**

**Condition of Property:** The parties hereto acknowledge that if Buyer proceeds to close on the purchase of the Property, then Buyer represents that it has had sufficient access to the Property and has determined for itself that the Property is satisfactory to Buyer for Buyer's intended uses and purposes, in which case, Buyer shall be conclusively presumed to have satisfied itself as to the usefulness and legal limitations to the Property, and to its condition and the environmental condition of the Property and further, Buyer takes Property in its present condition, "AS IS" without reliance upon any representation, warranty, opinion or statement of Seller or any agent of Seller.

17. **Agency:** The Real Estate Licensees involved in this transaction are:

Scott Moore with World Group Commercial Real Estate is acting as limited agent for the Seller.

\_\_\_\_\_ is acting as limited agent for Buyer.

18. **Broker Compensation:**

Buyer and Seller acknowledge that World Group Commercial Real Estate is being paid a fee by Seller.

19. **Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before May 24, 2016 at 3:00 o'clock PM

WITNESS: \_\_\_\_\_ BUYER: \_\_\_\_\_ SS#/FED. ID# \_\_\_\_\_

WITNESS: \_\_\_\_\_ BUYER: \_\_\_\_\_ SS#/FED. ID# \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

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**RECEIPT**

(NAMES FOR DEED) RECEIVED FROM: \_\_\_\_\_ the sum of \_\_\_\_\_ DOLLARS (\$) (by \_\_\_\_\_ ) to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

World Group Commercial Real Estate  
780 N. 114th Street  
Omaha, Nebraska 68154

Agent's Name S. Scott Moore

AGENT'S SIGNATURE \_\_\_\_\_

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**ACCEPTANCE**

**May 24, 2016**

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

WITNESS: \_\_\_\_\_ SELLER: \_\_\_\_\_

WITNESS: \_\_\_\_\_ SELLER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE: \_\_\_\_\_

**BUYER RECEIPT AND ACCEPTANCE**

Buyer acknowledges a fully executed copy of this agreement.

DATE: \_\_\_\_\_ BUYER: \_\_\_\_\_