

## PURCHASE CONTRACT

Date September 28, 2021

\_\_\_\_\_ **and or it's assigns** \_\_\_\_\_ the undersigned (Buyer), having personally examined the property, hereby agree to purchase the following described property, to wit:

**2. Legal Description:** SW ¼ OF SEC 3- TWN 11N- R 2E OF THE 6<sup>TH</sup> PM (Parcel ID 800034392) containing approximately 160 +/- Acres, exact legal description will be confirmed by the Title Company).

Containing a total of 160 acres, more or less, situated in Seward County, State of Nebraska.

**3. Personal Property:** including the following personal property 2006 Zimmatic 8 tower pivot, 32.8 HP MWM Murphy Diesel power unit, electric panel and gear head, piping and any associated parts.

**4. Purchase Price:** I agree to pay for said property the total sum of \_\_\_\_\_ **and** no/100 x 2% = Total Sale price \$ \_\_\_\_\_ (2% of this sale price is identified as a Buyer's Premium). \_\_\_\_\_ on the following terms:

\$ 25,000.00 cash, earnest deposit to be deposited directly to DRI Title, 13057 W. Center Rd. #1, Omaha, NE 68144, within 72 hours of full execution and acceptance of this Agreement. 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 its liquidated damages for failure to carry out the agreement of sale.

\$ \_\_\_\_\_ cash on the delivery of **Warranty** deed.

**5. Applicable Conditions:** This agreement is conditioned upon the happening of each of the following events. Property is being sold in as "As Is Where is" condition with no representation of any kind.

Survey: Seller will provide a Boundary Line survey showing the Property lines, any encroachments upon the Property and existing irrigation pipe and access to creek on SE ¼ of Section 3 immediately east of the Property permitting continued access to, and water from such creek.

Easement granted Owner of SE ¼ of Section 3 immediately East of the Property: In the event the Boundary Line Survey shows that the owner of SE ¼ of Section 3 immediately east of the Property has been, and is required, to use a portion of the Property to access the NW ¼ of the SE ¼ of Section 3 immediately East of the Property, for ingress and egress purposes only, permitting such access to continue.

**6. Closing:** closing date to be October 28, 2021 or sooner.

**7. Possession:** Possession shall be delivered on Closing, excluding the current crop rights for the 2021 crop year.



The Broker(s) or Agent(s) involved in this transaction are:

[ X ] S. Scott Moore, with OMNE Partners, is acting as limited agent for the Seller.

**16. Broker Compensation:**

Buyer and Seller acknowledge that OMNE Partners is being paid a fee by the Seller (Buyer and Seller).

**17. Offer Expiration:** This offer to purchase is subject to acceptance by Seller on or before September 28, 2021 at 5:00 o'clock PM

**WITNESS:** \_\_\_\_\_

Name	Buyer	SS#	Date
_____	_____	_____	_____
Address _____			
_____	_____	_____	_____
	City	State	Zip
Phone: _____			

**ACCEPTANCE**

\_\_\_\_\_, 2021

The Seller accepts 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:

\_\_\_\_\_  
Seller: The Dian J Moore Family Limited Partnership

\_\_\_\_\_  
By: Dian J Moore, now known as Dian J Warren, General Partner.

**BUYER RECEIPT AND ACCEPTANCE**

Buyer acknowledges a fully executed copy of this agreement and accepts Counter Proposal as set out above, if any.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK FURTHER ADVICE.