

# REAL ESTATE SALES AGREEMENT

1. **PARTIES:** Augusta Stocker Charitable Trust (Seller) agrees to sell and convey to  
(Buyer), and Buyer agrees to buy from  
Seller the following property situated in Nemaha County, Nebraska and legally described as;

**EXACT LEGAL DESCRIPTIONS TO BE INSERTED BASED ON PARCELS PURCHASED.**

together with any easements and 100 percent of the mineral rights owned by Seller, but subject to any easements of record, zoning restrictions, FSA/NRCS cost-sharing agreements, and restrictive covenants. The right is reserved to insert the exact legal description as shown by the Abstract of Title.

**2. TOTAL PURCHASE PRICE SHALL BE: . . . . .**

**PAYMENT FOR THE PROPERTY IS AS FOLLOWS:**

**A. FUNDS TO BE DEPOSITED IN TRUST WITH Midwest Title ON  
ACCEPTANCE OF OFFER . . . . .**

<b>B. ADDITIONAL FUNDS DUE ON</b>	<b>N/A</b>
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**C. FUNDS DUE AT SETTLEMENT ON**      **May 5, 2022**

**Funds due at settlement shall be by bank cashier's check or wire transfer**

#### D. BALANCE DUE UNDER INSTALLMENT CONTRACT

Buyer and Seller shall execute an installment contract on a form commonly use in this county calling for the following terms: interest shall accrue from at the rate of N/A %.

**TOTAL PURCHASE PRICE AS NOTED ABOVE**

**3. THIS OFFER IS CONTINGENT UPON THE ABILITY OF THE BUYER TO:**

A. Buyer shall notify Seller or Agent in writing by N/A on N/A of any environmental objectives. This offer shall be null and void unless all parties agree on the resolution of environmental objections within five days after the notice is given.

B. Other Contingency: **NONE**

If any contingency cannot be carried out, this Offer shall become null and all money paid or obligations given by Buyer shall be returned to him.

#### 4. TAXES AND SPECIAL ASSESSMENTS:

A. Seller agrees to pay real estate taxes prorated to DECEMBER 31, 2021, and will pay any delinquent taxes for prior years.

B. All subsequent taxes will be paid by the Buyer.

C. All special assessments spread on the Treasurer's book at the time of the acceptance of this offer are to be paid by the Seller. All subsequent special assessments are to be paid by the Buyer.

5. **EARNEST MONEY** \$ \_\_\_\_\_ is herewith tendered and is to be deposited as Earnest Money upon execution of this contract by all parties with **Midwest Title** as Escrow Agent. Additional Earnest Money, if any, shall be deposited with the Escrow Agent. If indicated by "yes" in the following space **N/A**, the trust funds paid by Buyer to Broker may be deposited by the Broker in an interest-bearing trust account and the interest earned thereon shall accrue to **N/A**, with interest credited to SS # or TIN # **N/A**.

6.. **BROKER'S FEE:** Seller agrees to pay HERTZ FARM MANAGEMENT, Broker, herein as follows: a fee of N/A % or X (as per listing agreement) of the total contract sales price in cash at the closing, payable in the Broker's principal office.

7. **POSSESSION AND CLOSING:** Settlement or closing shall be on or before May 5, 2022 or after objections to the title have been cleared. The parties agree that possession of the said property shall be delivered in its present condition, ordinary wear and tear excepted, to the Buyer upon acceptance in writing by all of the buyers and sellers and the earnest money being deposited with Midwest Title for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices, soil testing, planting, and chemical application. The buyer agrees to indemnify, defend and hold harmless the Owners of all costs, liabilities, and expenses.

If closing is delayed at fault of Buyer, Buyer shall pay 6% interest on all unpaid amounts from May 12, 2022 to date of closing. Buyer will not pay interest under this provision if the closing is delayed at the fault of Seller.

8. **INSURANCE:** Seller agrees to keep the buildings on said property insured at present coverage until possession is given and in the event, the buildings and improvements on said real estate are destroyed or materially damaged by fire or other casualties before possession is given to Buyer, it is agreed that the insurance money received shall go to Buyer to replace or repair said damage. Buyers may obtain additional insurance.

9. **SURVEY:** This property N/A shall X shall not be surveyed. Cost to be divided as follows: Buyer: N/A% Seller: N/A%.

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

Buyer \_\_\_\_\_ Initial \_\_\_\_\_

Seller Initials \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

10. **FIXTURES:** All personal property that integrally belongs to or is part of the real estate, whether attached or detached, such as, water pumps and systems, automatic heating equipment, electrical service cable, fencing and other attached fixtures, trees, bushes, shrubs and plants, feed bunks in the fence, installed fences and gates, propane tanks not under lease, water association rights where applicable, hog and cattle waterers in the fence or permanently installed, grain storage buildings and hog and cattle shades on permanent foundations, auger and conveyor systems shall be considered part of real estate and included in this sale except: N/A  
All grain, livestock, hay, silage and non-realty property on the real estate are reserved by the Seller or Seller's tenant.
11. **CONDITION OF PROPERTY:** The real estate (and any personal property contracted for) in its present condition as of date of this offer, will be preserved and delivered intact at the time possession is given.  
Seller sells "as is" and "where is" with no warranties or guarantees either expressed or implied by the Seller or Hertz Farm Management, Inc. and it's representatives.  
X  
N/A Seller warrants all mechanical and electrical equipment is in reasonable working condition at possession.  
The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal. Buyer accepts the property in its present condition.
12. **REPRESENTATIONS:** It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyer by another person or agency. Buyer declares they are purchasing on their own examination and judgment and not through any representations to them made by the Seller, or their agents, as to its location, size, value, future value, income therefrom or as to its production.
13. **TIME:** In the performance of each part of this agreement, time shall be of the essence.
14. **TITLE OPINION:** Seller to furnish a title binder certified to date of sale. Within fourteen (14) days after delivery of title binder, buyer shall furnish seller or their agent a written opinion from buyer's attorney showing the defects, if any, in the above-described property. The insurance will be provided with the cost of the premium and will be paid by sellers at time of closing.
15. **DEED:** Upon payment of purchase price, Seller shall convey title by Trustee deed, free and clear of liens and encumbrances, reservations, exceptions, or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with warranties as to acts of Seller up to time of delivery of deed. Seller to pay transfer tax.
16. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE:** If, and only if, the Sellers, immediately preceding this offer, hold the title to the above-described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers (1) then the proceeds of this sale, and any continuing and/or recaptured rights of Sellers in real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyers, in the event of the death of either Seller, agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
17. **REMEDIES OF THE PARTIES---FORFEITURE---FORECLOSURE---REAL ESTATE COMMISSION:**  
A. If the Seller fails to fulfill this agreement, he/she will pay to the Broker the regular commission in full, and the Buyer shall have the right to have all payments, plus accrued interest, if any, returned or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.  
B. If the Buyer fails to fulfill this agreement, the Seller may pursue forfeiture proceedings as provided in the Code of Nebraska, all payments made herein shall be forfeited and the earnest money deposit shall be divided equally between Seller and Agent. Any payment to Agent under this section shall not exceed the commission referred to in Paragraph 6 above.  
C. In addition to the foregoing remedies, either party shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure or specific performance, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed. Either party will pay interest at the maximum legal rate on all amounts herein as and after they become delinquent.
18. **APPROVAL OF COURT:** If this property is an asset of any estate, trust or guardianship that requires court approval for sale, this contract shall be subject to Court approval. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event, the Court Officer's Deed shall be used.)
19. **ALL FUNDS DEPOSITED** hereunder as part payment as herein above set forth shall be held by Midwest Title upon acceptance of this offer, who will handle examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company or persons financing his purchase to pay all funds to Midwest Title as Agent for the Seller and Seller authorizes such Agent to accept same. It is agreed that at time of settlement, funds of the purchase price may be used by Midwest Title to pay taxes, liens, and other sales or purchase expenses of Seller and Buyer to comply with the above requirements; same to be handled by Midwest Title and subject to approval of Buyer's attorney on title questions to produce merchantable title.  
- Escrow agent's charges shall be equally divided between Buyer and Seller. If Buyer's loan is a government-regulated loan which prohibits Buyer from paying such charges, then they shall be paid by Seller.
20. **CONTRACT BINDING ON SUCCESSORS IN INTEREST:** This contract shall apply to and bind the successors in interest of the respective parties.
21. **TENANT:** If indicated by "yes" in the following space YES, it shall be the responsibility of Seller at Seller's expense to see to the termination of all rights of existing tenants so Buyer shall have sole possession and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination. N/A will pay tenant for field expenses incurred to N/A.
22. **WORDS AND PHRASES** herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
23. **WATER/SANITARY SYSTEMS:** BUYER will assume all responsibilities, including costs, for compliance of all county and state regulations covering the sanitary and water systems on the property.

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Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

24. **FAXED, SCANNED AND/OR ELECTRONIC SIGNATURES** on this agreement shall be considered valid.
25. **COUNTERPARTS:** If more than one person is named as a Seller and/or Buyer herein, this contract may be executed by each Seller and Buyer, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract between the parties.
26. **SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
27. **IRS § 1031 TAX DEFERRED EXCHANGE:**
- A. Seller reserves the right to structure this transaction as a tax-deferred exchange under Internal Revenue Code §1031. Buyer shall cooperate to complete the said exchange. Seller shall be responsible for all expenses related to seller-initiated exchange.
  - B. Buyer shall have the right to assign this Agreement without consent of Seller, prior to closing, in order to affect a Like-Kind §1031 Tax-Free Exchange at no additional cost to Seller. Buyer shall be responsible for all expenses related to a buyer-initiated exchange.
28. **ADDENDUM:** There is one (1) Addendum attached that is part of this Agreement. Said Addendum consists of one (1) page.
29. **OTHER PROVISIONS:**
- A) Both Parties agree to use Midwest Title as closing agent.
  - B) Sellers and Buyers agree to split closing cost equally.
  - C) Cost of Title Insurance to be split equally between Seller and Buyer at time of closing.

Offer presented this 29<sup>th</sup> Day of March 2022.

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

BUYER(S):		SELLER(S): <b>Augusta M. Stocker Charitable Trust, By Wells Fargo Bank, N.A., As Trustee, By Nolan Miller - Assistant Vice President.</b>	
By:			
SIGNATURE:	Date	SIGNATURE:	Date
SIGNATURE:	Date	SIGNATURE:	Date
N/A		SIGNATURE:	Date
Co-Broker,		HERTZ FARM MANAGEMENT, INC. Listing Broker	
By: N/A		By: Scott T Henrichsen Licensed Salesperson in NE, IA & MO	

**AGREEMENT ADDENDUM  
BUYER'S CONFLICT OF INTEREST DISCLOSURE**

1. **WELLS FARGO BANK, N.A. ("WELLS FARGO") AFFILIATION AND CONTROL PERSON.** *Buyer to initial as applicable:* Buyer and/or Buyer's spouse, or any of their relatives living at the same address, is \_\_\_\_ / is not \_\_\_\_ an employee or "control person" of Wells Fargo or any affiliate, subsidiary or parent of Wells Fargo. A "control person" includes a director, policy-making officer, or 10% stockholder.
2. **WELLS FARGO BANK AFFILIATE BUSINESS ENTITY.** *Buyer to initial as applicable:* Buyer is \_\_\_\_ / is not \_\_\_\_ a business, subsidiary, parent, affiliate, or agent acting on behalf of a business, subsidiary, parent or affiliate of Wells Fargo.
3. **ERISA MATTERS.** *Buyer to initial as applicable:* Buyer is \_\_\_\_ / is not \_\_\_\_ an "employee benefit plan" (a "Plan") as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), an asset of such a Plan, or a person acting for the benefit of such a Plan. Buyer represents, warrants, and covenants that:
  - a. the purchase of the Property will not be prohibited under Section 406 of ERISA, Section 4975 of the Internal Revenue Code of 1986, as amended (the "IRC"), or any other rule, regulation, policy, procedure, judgment or order that is similar to Title I of ERISA or Section 4975 of the IRC;
  - b. to the extent that any assets of the Buyer are treated as an asset of a Plan, (i) any such Plan's interest in the Buyer is managed by a "QPAM" as defined in Section VI(a) of U.S. Department of Labor Prohibited Transaction Class Exemption 84-14 (the "QPAM Exemption"), (ii) neither Wells Fargo nor any its "affiliates" (within the meaning of Section VI(c) of the QPAM Exemption) has the authority to appoint or terminate any such QPAM or negotiate the terms of any management agreement between any such employee benefit plan and any such QPAM, (iii) Wells Fargo is not any such QPAM and is not "related" (within the meaning of Section VI(h) of the QPAM Exemption) to any such QPAM, and (iv) such QPAM is responsible for exercising independent judgment in evaluating the transactions reflected in the Agreement and this Addendum;
  - c. neither Wells Fargo nor any of its affiliates are acting as a fiduciary within the meaning of Section 3(21)(A) of ERISA in respect of any of the assets of Buyer that are involved in the Agreement or this Addendum; and
  - d. neither Wells Fargo nor any of its affiliates have any responsibility for governing or overseeing the conduct of the Buyer or any QPAM and all decisions have been the result of arms' length negotiations between the parties.

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Buyer

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Date

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Buyer

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Date