

## AGREEMENT FOR THE SALE OF REAL ESTATE

AGREEMENT FOR THE SALE OF REAL ESTATE made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Robert Fuchs and Ann Fuchs, husband and wife; Richard M. Fuchs and Teresa J. Fuchs, husband and wife; and Sandra M. Gabel and Steven G. Gabel, wife and husband, hereinafter referred to as Seller and \_\_\_\_\_, hereinafter referred to as Purchaser.

### RECITALS

WITNESSETH:

WHEREAS, the Seller is an adult, fully authorized to transact business and desire to sell the real estate owned by the Seller, and the Seller is fully collectively the fee simple owner of said real estate, hereinafter described, which they desire to sell, and

WHEREAS, the Purchaser is an adult fully competent and desires to purchase the real estate owned by the Seller upon the terms and under the conditions contained in this Agreement for the Sale of Real Estate (the "Agreement"),

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereinafter contained and for other good and valuable consideration as hereinafter set forth, the Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the real estate hereinafter described upon the terms and under the conditions as set forth in this Agreement:

1. REAL ESTATE: The real estate which is the subject of this Agreement has the legal description as follows:

Fraction of the SE $\frac{1}{4}$  of Section 30, Township 21 North, Range 1 West of the 6<sup>th</sup> P.M.,  
Madison County, Nebraska, approximately 147.55 acres more or less

together with all hereditaments and appurtenances thereunto belonging, free and clear of all encumbrances except easements and restrictions of record (the "Real Estate").

2. PURCHASE PRICE: The purchase price to be paid to the Seller by the Purchaser shall be and is the sum of \_\_\_\_\_ which shall be paid to the Seller as follows:

(a) The Purchaser shall, on the date of the execution of this Agreement, pay to the Seller the sum of \_\_\_\_\_ made payable to Kessler Agency Trust Account, as earnest money hereunder; and

(b) The balance of the purchase price, to-wit, \_\_\_\_\_ shall be paid to the Seller at closing.

3. CLOSING/POSSESSION/CONTINGENCY: The closing of this Agreement shall occur in the offices of Kessler Agency Office and shall take place on or before December 19<sup>th</sup>, 2025 and possession by the Purchaser shall be December 19<sup>th</sup>, 2025. If there are any refunds from the Farm Service Agency for the year of 2025, the renter will receive any and all refunds from the Farm Service Agency.

4. TITLE INSURANCE: Seller agrees to furnish a commitment for title insurance to the Purchaser within a reasonable time from the execution of this Agreement. The title insurance policy will be issued to the Purchaser showing marketable title in Seller. The terms and conditions of the land title law of Nebraska and title standards approved by the Nebraska State Bar Association to the date of examination of title shall be the standards for measuring whether title can be delivered free and clear of liens, encumbrances and other title defects. Seller and Purchaser agree that title insurance shall be provided by Kessler Agency, Humphrey, Nebraska.

5. WARRANTY DEED: The Seller shall, at the time of the closing of this Agreement, make and execute a good and sufficient Warranty Deed conveying subject Real Estate to the Purchaser, free and clear of all liens and encumbrances (except easements and restrictions of record). The Seller shall be responsible for the Nebraska Transfer Tax which is required to be paid upon the recording of the Deed.

6. REAL ESTATE TAXES: The Seller agrees to pay and satisfy all real estate taxes levied and assessed against the Real Estate for the year 2025 and all years prior thereto. The Purchaser shall be responsible for and shall pay all real estate taxes levied and assessed against the Real Estate for the year 2026 and all subsequent years.

7. PERSONAL INSPECTION: Purchaser agrees that the purchase of the Real Estate is made solely upon the Purchaser's inspection and not upon any representations made by the Seller, or Seller's agents, and accepts said property in "as is" condition. The Purchaser further acknowledges that no representations or warranties, either express or implied, have been made to the Purchaser with regard to the condition of the Real Estate or the improvements thereon.

8. FORFEITURE OF EARNEST MONEY AND REMEDIES OF SELLER: In the event the Purchaser fails to make any payment of the purchase price as hereinabove provided, or in the event the Purchaser fails or refuses to comply with the conditions assumed by Purchaser, or to perform all of their obligations hereunder, Seller may, at Seller's option: a) retain the earnest money paid by Purchaser as liquidated damages for such failure; b) rescind and terminate this Agreement, whereupon all rights and obligations hereunder shall cease and terminate; or c) enforce this Agreement by any appropriate action allowed by the laws of the State of Nebraska, or in equity, including an action for specific performance, foreclosure, or for damages for breach.

The failure of the Seller to exercise any optional remedy hereby specified at the time of any default shall not operate as a waiver of the right of the Seller to exercise such optional remedy for the same or any subsequent default at any time thereafter.

9. REMEDIES OF PURCHASER: If the Seller fails or refuses to perform its obligations hereunder, including the furnishing of good title as herein defined and transfer of possession, the Purchaser may either: a) rescind this Agreement and recover all deposits and other amounts paid by the Purchaser hereunder, and all expenses paid or incurred by Purchaser; or b) pursue any remedy available to the Purchaser under the laws of the State of Nebraska, or in equity, including an action to compel specific performance of this Agreement, or an action for damages for breach.

10. ASSIGNMENT: It is understood and agreed by and between the parties hereto that the Purchaser shall not assign this Agreement without the express written consent of the Seller.

11. BINDING ON PARTIES: This Agreement shall be binding upon the original parties hereto and upon the heirs, executors, administrators, trustees, personal representatives and assigns of each of said parties.

12. 1031 EXCHANGE: If Purchaser or Seller intends to perform Purchaser a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Purchaser and Seller accordingly agree to an assignment of the rights under this Purchase Agreement by the Seller and or Purchaser to a qualified intermediary. Purchaser and Seller agree to cooperate in such exchange. If Purchaser or Seller chooses to perform a tax deferred exchange called a 1031 exchange, the party who choses to perform this tax deferred exchange will be responsible for all 1031 exchange costs and fees.

13. ALLOCATION OF EXPENSES: The parties agree that the expenses of the sale shall be allocated as follows:

Preparation of Deed -	½ Seller; ½ Purchaser;
Closing Fee -	½ Seller; ½ Purchaser;
Filing Fee of Deed -	Purchaser;
Title Insurance -	½ Seller; ½ Purchaser;;
Lender's Title Insurance –	Purchaser;
Documentary Stamp Tax –	Seller.

14. COUNTERPARTS: This Agreement may be executed in counterparts and when combined shall constitute one agreement.

15. REPORTING REQUIREMENTS: The parties acknowledge and agree that a Form 1099S shall be filed with the Internal Revenue Service by reporting the identity of the

Seller, a general description of the real estate involved, the date of the closing and the amount of the total consideration.

**Signature Page to Follow**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the Sale of Real Estate.

**SELLER:**

**PURCHASER:**

\_\_\_\_\_  
Robert Fuchs

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ann Fuchs

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard M. Fuchs

Date: \_\_\_\_\_

\_\_\_\_\_  
Teresa J. Fuchs

Date: \_\_\_\_\_

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Sandra M. Gabel

Date: \_\_\_\_\_

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Steven G. Gabel

Date: \_\_\_\_\_