

Helberg and Nuss Auctions & Realty, LLC

1901 EAST 33RD STREET, SCOTTSDLUFF, NEBRASKA

308-436-4056

TERMS OF AUCTION

Cash with no financing contingencies. Any financial arrangements needed by Buyers should be made before the Auction. The Shubert Farm, LLC, real estate will be offered as the farmland with irrigation equipment as one Parcel, the 3.23 acre site with buildings as one Parcel, and the property as a whole as one Parcel. Property will sell in manner which totals the most gross dollars for the Seller. Bid increments for the combination are at the discretion of the Auctioneer. The properties will absolutely sell to the highest bidder.

Earnest Deposits on the Parcels offered at Auction will be as follows:

Farm Ground & Pivot \$75,000.00

3.23 Acres Site and Buildings \$5,000.00

Property If Sold As One Unit \$80,000.00

Depending on the final way the property sells, the Buyer will make a down payment as noted above as an Earnest Deposit. The balance of the purchase price, plus Buyer's closing costs, shall be paid by Cashier's Check, or verified wire transfer of funds at closing. Closing is scheduled on or before February 14, 2025.

Online bidders need to pre-register at HiBid.com. Click Icon on main page for Online Bidding Information. Buyers must be approved by Helberg and Nuss Auctions & Realty, LLC., no later than Friday January 17th, 2025, 3:00 PM MT (January 20th is a Holiday). Contact Don Helberg at 308-631-0527 regarding online bidding. Successful Onsite Buyers will execute the Purchase Agreement, and make Earnest Deposit at sale location. Successful Online Buyers agree to execute an email version of the Purchase Agreement, and agree to wire transfer Earnest Deposit to Helberg and Nuss Auctions & Realty, LLC, Real Estate Trust Account by 5:00 P.M. MT Wednesday, January 22, 2025.

The Auction is Absolute, and the Shubert Farm, LLC, property will sell to the highest bidder or bidders.

The property is selling subject to all easements, restrictions, reservations, and rights of way that are apparent, or are of record. Seller agrees to furnish a title insurance policy commitment insuring marketability, and Buyer shall be furnished a current title insurance commitment by Seller. The Buyer will have 10 days to have the commitment examined for defects. If defects pursuant to Nebraska State Bar Association title standards in the title are found, the Seller will have a reasonable time to correct such defects. If the defects cannot be corrected, the earnest deposit will be refunded to the Buyer.

The cost of title insurance issued for this sale shall be equally divided between Buyer and Seller. The cost of any title insurance lender's endorsement, ½ the escrow closing fee, and other customary Buyer closing costs will be paid by the Buyer.

Seller agrees to convey the property to Buyer by **LLC Warranty Deed** free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to all easements, reservations, conditions, limitations, and covenants of record.

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TERMS OF AUCTION, CONTINUED

- 1)The buyers are purchasing the property in “as is” condition with no warranty as to the condition or serviceability of any center pivot, pumps, wells, motors, switches or other equipment involved with the irrigation equipment. Buyer is purchasing the property in “AS IS” condition with no representation of condition by the Seller, or Helberg and Nuss Auctions & Realty, LLC. The Buyer is purchasing the property with no warranty as to electrical, sewer, heating/venting, water systems, or any other structural component. If any utility supplier, or government agency, shall require any changes to meet codes or regulations subsequent to the sale, it will be the Buyer’s responsibility to complete and pay the costs of the required changes. House electricity will be prorated to day of closing. Reimbursement to Seller for remaining furnace fuel will be by the amount indicated by the tank gauge priced at market rate, and debited to Buyer at closing.
- 2)The buyer acknowledges that prior to signing this Purchase Agreement, the buyer received and signed copies of “Brokerage Relationships in Real Estate Transactions”.
- 3)The property is selling by legal description only, subject to existing field lines, fence lines and roads, and no additional surveys will be completed by the Seller for the Buyer after the Auction.
- 4)Real estate taxes and water right charges for 2024 and prior years will be paid by the Seller. The Buyer will be responsible to pay the year 2025, and subsequent years’ real estate taxes, and water right charges.
- 5)All parties to this Purchase Agreement have been informed that Helberg and Nuss Auctions & Realty, LLC, are agents of and are representing the Seller.
- 6)Farm Lease: All farm leases on the property offered for sale have been terminated. Buyer will receive full possession March 1, 2025 on the farmland, and full possession of the house and buildings at closing. The sale of the farmland includes both the land and the pivot system including all pumps, motors and switch controls on the property.
- 7)Mineral Reservation: The Seller reserves no mineral rights. The property sells subject to any prior unexpired mineral reservations.
- 8)Seller is informed of the possibility of noxious weeds or wetlands on the property.
- 9) If the Parcels sell separately, a 40’ x 60’ Easement will be reserved on the Deed for access to the water accumulation pit and the farmland across the south part of the 3.23 acre site from CR “T” through the house driveway.
- 10)Announcements the day of sale shall supersede all previous written, oral or advertised terms and conditions.
- 11)Method of Sale: The property will sell at total dollars per parcel, and not as dollars per acre.
- 12) The above information is from sources deemed reliable, but is not guaranteed. Item counts, dimensions, and measurements of components are done to the best of Listing Agent’s ability, but again are not guaranteed. Prospective buyers should personally verify any items in question.