

PRESBYTERY OF MISSOURI RIVER VALLEY

The Presbytery of Missouri River Valley held a special called meeting via Zoom on September 29, 2022. The meeting was convened with prayer at 5:00 PM by the Moderator, Pastor Marcia Cline.

Patricia Shipley, stated clerk, assured the moderator of the presence of a quorum. The roll is attached to these minutes. **[Attachment 1]**

There were no new teaching elder members present. There were no new Ruling elder commissioners present. There were no corresponding members to be seated.

Decisions

The Presbytery took the following action:

1. Motion made on behalf of the Stewardship of Resources by Rev. Gregg Miller, Chair of the Stewardship of Resources Committee to approve the sale of property in Wyoming held by Discovery Presbyterian Church, Omaha and Presbytery Missouri River Valley. The recommendation for sale of property includes the following information:
 - a. Legal description of the property: Real estate in the town or city of Lusk, Wyoming, commonly known as Walker Creek Road, Lusk, Wyoming 82225 and more particularly described as TWN. 37 RNG, 67; S 27; SW4NW4, SW4, SW4SE4, (NIOBRARA) S 28; S2NW4, SW4, S29; E2SE4, S32 NE4NE4, S 33; NW4NW4 (CONVERSE) with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear expected, and including all personal property described herein
 - b. Buyer is Windmill Range LLC.
 - c. Buyer delivers \$20,000 earnest money to the broker working with the Buyer, Newman Realty, no later than 48 business days after mutual acceptance of the offer for purchase.
 - d. Purchase price offered is FOUR HUNDRED THOUSAND DOLLARS (\$400,000) in immediately available funds at closing of the sale of the Property minus \$20,000 earnest money or \$380,000 upon closing.
 - e. Closing shall be September 30, 2022, or at a time mutually agreed upon by both parties, at a time and place which shall be designated by listing Broker and Seller.
 - f. Possession shall be delivered at closing.

Motion carried.

2. Motion made by Rev. Gregg Miller, Chair of the Stewardship of Resources Committee to approve the following resolution to authorize Joyce A. Faltis of Discovery Presbyterian Church/Omaha to act on behalf of Presbytery of Missouri River Valley and execute the sale of property in Wyoming:

The corporation approves the sale to Windmill Range LLC, the real property of the corporation, 640 acres located in Niobrara and Converse counties in Wyoming, in accordance with the terms of the contract of sale, and that Marcia Cline, President and Moderator of the corporation duly elected at the meeting on September 29, 2022, authorized Joyce A. Faltis, President of Discovery Presbyterian Church, Omaha, Nebraska to execute and deliver such documents.

Motion carried.

PMRV Treasurer, Elder Dave Emry, thanked Rev. Jody Filipi and Elder Joyce A. Faltis for their diligence in working through this process and representing PMRV in the efforts.

No other item of business can be brought before a special called meeting.

The meeting was adjourned with prayer by Moderator, Pastor Marcia Cline at 5:13 PM.

Patricia Shipley, Stated Clerk

Marilyn Puett, Recording Clerk

Attachments:

1. Roll of the Presbytery
2. Wyoming Title Document
3. Purchase Agreement between Discovery Presbyterian, Omaha, Nebraska and Windmill Range, LLC
4. Wyoming Corporation Resolution

9/29/2022 Special Called Meeting of the Presbytery of Missouri River Valley				
Vote	First Name	Last Name	Church/Organization	Role
X	Marcia	Cline	Trinity Presbyterian Church	CLP,LT
X	Vicki	Hallberg	Bethany Presbyterian, Council Bluffs	Eld
X	Pam	Otto	Church of the Cross	Eld
X	Joyce	Faltis-Serenil	Discovery Presbyterian Church	Eld
X	Penny	Bryant	First Presbyterian Plattsmouth	Eld
X	Dave	Emry	PMRV Treasurer - PCM	Eld
X	Mark	Frans	Presbyterian Church of the Master	Eld
X	John	Veach	Trinity Presbyterian Church	Eld
X	William	Scheopner	West Hills Church	Eld
X	Royce	Tornblom	Westminster Presbyterian Church	Eld
X	Pat	Shiple	pat@pmrv.org	LT
X	Nancy	Ross-Hullinger	Bethany Presbyterian, Council Bluffs	Min
X	Suzanne	Gorhau	Carson/Oakland Sharon	Min
X	Sarah	Dickinson	Discovery Presbyterian Church	Min
X	Becky	Balestri	Faith Church	Min
X	Mike	Elliott	First Pres Bellevue	Min
X	Gregg	Miller	Ft Calhoun Presbyterian	Min
X	Michael	Geiler	Hope Pres	Min
X	Robert	Keefer	Minister of the Word and Sacrament	Min
X	Marshall	Zieman	PCOC	Min
X	Gary	Eller	Presbyterian Church of the Master	Min
X	Cindy	Harvey	Presbyterian Church of the Master	Min
X	Andrew	Hamer	West Hills Church	Min
X	Matt	Coplen	FPC, Plattsmouth	Min,LT
X	Carolyn	Grice	Leadership Team	Min,LT
	Marilyn	Puett	PCM, Recording Clerk	Eld
	Ruth	Goodman	Discovery Presbyterian Church	Vis
	Larry	Scott	Discovery Presbyterian Church	Vis
	Nicole	Geiler	PMRV	Vis

15 Ministers/Commissioned Pastors

9 Elder Commissioners

25 Total number of persons eligible to vote (ministers, elder commissioners, Stated Clerk)

29 Total in attendance (14 ministers, 1 CLP, 9 eld comm, 3 visitors, Stated Clerk, Rec Clerk)

*Every church gets one (1) elder commissioner vote

*Ministers and Commissioned Lay Pastors (CLP) get one (1) vote each


Presbytery of Missouri River Valley

Corporate Resolution

September 29, 2022

The undersigned, being the Secretary of the Presbytery of Missouri River Valley, a corporation duly formed and existing under the laws of Nebraska, does hereby certify that at a meeting of the Corporate Board of said corporation duly called and held on September 29, 2022 at which a quorum was present, the Corporate Board adopted the following resolution, which has not been modified or rescinded:

The corporation approves the sale to Windmill Range LLC, the real property of the corporation, 640 acres located in Niobrara and Converse counties in Wyoming, in accordance with the terms of the contract of sale, and that Marcia Cline, President and Moderator of the corporation, duly elected at the meeting on September 29, 2022, authorized Joyce A. Faltis, President of Discovery Presbyterian Church, Omaha, Nebraska to execute and deliver such documents.


Secretary

PATRICIA Shipley (Printed name)

CONTRACT TO BUY AND SELL REAL ESTATE (AGRICULTURAL) (VACANT LAND)

I. OFFER TO PURCHASE dated August 22, 2022, from Windmill Range LLC

DISCOVERY PRESBYTERIAN CHURCH & THE PRESBYTERY OF MISSOURI RIVER VALLEY OF THE PRESBYTERIAN CHURCH

(Seller). Subject to the provisions of this offer, if accepted by Seller, Buyer agrees to buy and Seller agrees to sell the following described real estate situated in the town or city of Lusk, Wyoming, commonly known as Walker Creek Road, Lusk, WY 82225 and more particularly described as: TWN. 37 RNG. 67; S 27; SW4NW4, SW4, SW4SE4, (NIOBRARA) S 28; S2NW4, SW4, S 29; E2SE4, S 32 NE4NE4, S 33; NW4NW4 (CONVERSE) with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear expected, and including all personal property described herein (hereinafter "Property").

II. EARNEST MONEY. Buyer delivers \$ 20,000.00 in the form of check or wire to Broker working with the Buyer, NEWMAN REALTY (Selling Brokerage Firm Name), (select one):

[X] no later than 48 Business Days after mutual acceptance hereof (said funds to be delivered to Listing Brokerage Firm or Closing Agent by the close of the next Business day from receipt of Buyer) (if funds are sent directly to Closing Agent, Broker working with Buyer shall send notice to Listing Brokerage Firm concurrent with such transfer). If earnest money is delivered to Listing Brokerage Firm, BLAIR NEWMAN shall deposit such funds (in its trust account) or (in an appropriate trust account with Pinnacle Bank as Closing Agent). The deposit by Listing Brokerage Firm shall be completed by the close of the next banking day following its receipt from Broker working with the Buyer, or from Buyer, and shall retain such funds in such account. If the earnest money deposit is not received as described in this section, this contract shall be voidable by Seller, at Seller's sole discretion, upon written notice from Seller to Buyer or Buyer's Agent within two (2) Business Days after the earnest money deposit was due under this section. Listing Brokerage Firm or Closing Agent shall not disburse such deposit until funds have cleared the bank(s) and, if this offer has been accepted, until closing or until the parties hereto have otherwise agreed in writing regarding disbursement of such funds pursuant to Wyoming Statute § 33-28-122(f).

III. PURCHASE TERMS. Buyer agrees to buy the above - described property upon the following terms and conditions and for a purchase price of (\$ 400,000.00) Four Hundred Thousand

Dollars payable as follows: \$ 20,000.00 earnest money deposit; and at least \$ by obtaining a new loan; and/or \$ note and mortgage to Seller (see Section XV Additional Provisions for Terms); and/or \$ (other); \$ 380,000.00 (approximate) balance of purchase price to be paid in collected, certified or immediately available funds acceptable to the closing firm.

IV. FINANCING: [] This purchase is contingent on financing. See Additional Provisions. [] This purchase is all cash and not contingent on financing, proof of funds to be provided to Seller within Business Days. [] Other: See Additional Provisions.

V. CLOSING COSTS. A. Buyer shall pay the following loan and closing costs in collected, certified or available funds acceptable to the Closing Agent at closing, or on the date specified by lender:

- 52 1. Loan origination fee, discount points, credit report, appraisal, inspections and/or certifications;
- 53 2. Any other costs of securing financing;
- 54 3. Any prepaid tax, leases/permits;
- 55 4. Recording fees for warranty deed and mortgage;
- 56 5. Fees for the title insurance policy as described in Section VII A below, including fees for extended lien and survey
- 57 coverage if required by Buyer; and,
- 58 6. Other: nothing else

- 60 B. Seller shall pay the following closing costs in collected, certified or available funds acceptable to Closing Agent at closing:
- 61 1. Recording fee for any mortgage releases, deed preparation, and Owner's title insurance policy;
- 62 2. Other: nothing else

64 C. Closing fee shall be paid by (Buyer) (Seller) (Split between Buyer and Seller evenly) (select applicable)
 65 **EACH TO PAY THEIR OWN.**

66 D. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water
 67 rents, sewer rents, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if
 68 applicable, shall be apportioned through date of closing. ~~Assessments for all special improvements now installed to the~~
 69 ~~extent due and payable on or before closing shall be paid by Seller. Any such installments becoming due after closing~~
 70 ~~shall be paid by the Buyer in the amount of \$ _____ per _____ for a period of _____~~

72 E. Any unreleased judgments, liens, or other encumbrances affecting all property included in the purchase price and
 73 required to be paid, shall be paid by Closing Agent from the proceeds of this transaction, or paid by the responsible party
 74 in collected funds or certified funds at time of closing.

75 **VI. ITEMS INCLUDED IN PURCHASE PRICE.**

76 Price shall include all fixtures currently on premises, with the following fixture exceptions: NOTHING ELSE

78 See Additional Provisions for listing of non-fixtures items included in the purchase price.

81 The price shall also include any propane or other heating liquid remaining in any tank on the premises on date of closing.

82 **VII. TITLE.**

83 A. Title shall be conveyed to the following named Buyer(s):

84 WINDMILL RANGE LLC

85 Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy in an amount
 86 equal to the purchase price, showing merchantable title in Seller. Seller agrees to deliver the title insurance commitment
 87 to Buyer no later than September 19, 2022 Business Days after mutual acceptance of this
 88 Contract, and deliver the policy to Buyer without unreasonable delay after closing and pay the premium thereon at the
 89 time of closing. Buyer, within 5 Business days of receipt of the title insurance commitment and
 90 exceptions, encroachments, covenants, and/or easements identified therein shall identify and provide to Seller, in
 91 writing, notice of any title defects which Buyer is requesting and/or requiring be addressed before closing and Buyer
 92 finds that any exceptions, encroachments, covenants or easements are not acceptable to Buyer, Buyer may provide
 93 written notice of voidance of the Contract and the earnest money shall be refunded to Buyer. Buyer shall pay for any
 94 Mortgagee's title policy and any endorsements required by Lender or Buyer.

95 B. Seller agrees to execute and deliver a general warranty deed, or XXXXXXXXXXXXXXXXXX

97 Deed, including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer
 98 conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local
 99 improvement districts, irrigation ditch right of ways, guaranteed revenues to utility companies, building and zoning
 100 regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of
 101 record.

102 C. Except as stated above, if title is not merchantable or otherwise recordable and written notice
 103 of such defects in title is given by Buyer to Seller or Listing Broker within the time herein provided for delivery of deed
 104 and shall not be rendered merchantable within 5 business days after such written notice, then this contract, at
 105 Buyer's option, may be specifically enforced or may be declared void and of no effect, and each party hereto shall be
 106 released from all obligations hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer
 107 pursuant to Wyoming Statute § 33-28-122(f).

- D. The Property being transferred in this transaction may consist of the Mineral Estate (if all or any portion is owned by the Seller) and the Surface Estate. The "Mineral Estate" means all oil, gas, and other minerals in or under the Property, any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and egress), production and drilling rights, lease payments and all related benefits. Unless previously separated through a recorded reservation of the mineral rights, the Property being conveyed consists of both estates. If the Mineral Estate is owned by Seller, the Seller will convey the Mineral Estate as part of this transaction unless specifically reserved, in whole or in portion, as part of this Agreement. If the Seller is reserving any portion of the Mineral Estate, such reservation must be included in the Deed. If the Mineral Estate has been previously separated from the Surface Estate, third parties may have rights to enter and use the surface of the property in the testing, exploration and production of the underlying minerals. The title insurance policy does not provide information on whether the mineral estate and/or any water rights or any portion thereof has been reserved and severed from the surface estate. Buyer is advised to timely consult legal counsel, prior to the termination of the review set forth in VII A above, with respect to such matters, including any water rights associated with the Property.
- E. Buyer acknowledges and agrees that Buyer has been advised to carefully review the title commitment and all exceptions, encroachments, covenants, easements, and related matters described therein or otherwise identified. Other than the defects submitted to the Seller in writing or in the event no title issues are raised in writing by Buyer, Buyer accepts the condition of title as satisfactory.

VIII. CLOSING AND POSSESSION.

- A. Closing shall occur on September 30, 2022, or as otherwise mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of this Contract.
- B. Possession shall be delivered to Buyer on closing, a.m. p.m. or as otherwise mutually agreed in writing between the parties. If Seller fails to deliver possession by the date herein specified, Seller shall be subject to eviction by Buyer. Seller will will not subject to tenant in possession rights agree to allow Buyer the right, following fall harvesting, to enter the farm property for the purpose of performing land husbandry, customary tillage, application of fertilizer and lime, soil conservation practices and soil testing.
- C. Closing is defined "the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller."
- D. Seller/Buyer shall receive the Landowner share (or _____ % of the total cash rent) for the 20____ crop year.
 Seller/Buyer shall receive the Landowner share (or _____ % of the total cash rent) for the 20____ crop year.
 Seller/Buyer shall pay _____ of the Landowner's share of the 20____ crop expenses.
 Seller/Buyer shall pay _____ of the Landowner's share of the 20____ crop expenses

IX. CONDITION OF PROPERTY.

- A. Seller represents that upon execution of this Contract:
 - 1. There are no known violations of applicable city, county and/or state subdivision, zoning, building and/or public health codes, ordinances, laws, rules and regulations and any recorded covenants in force and effect as of that date except: none known

NOTE: Whether a property meets the above codes, ordinances, laws, rules and regulations is a technical question which may require special expertise. If the Buyer has concerns about these issues, the Buyer should contact the applicable departments of the city, county, and/or state or retain a firm with specialized expertise to investigate the issue.

 - 2. The property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary wear and tear excepted, unless otherwise agreed in this Contract.
 Property Disclosure. (Check One)
 The Buyer has received a copy of the property condition as stated in the Property Disclosure, a complete copy of which is attached hereto and incorporated herein by this reference.
 The Buyer has not received a copy of the Property Disclosure at the time of the offer.
- B. Buyer acknowledges and agrees that, upon execution of this Contract:
 - 1. Buyer is not relying upon any representations of Seller, Buyer's Agent, Intermediary, or Seller's Agents or representatives as to any condition which Buyer deems to be material to Buyer's decision to purchase this property; and
 - 2. Buyer has been advised by Selling Broker of the opportunity to seek legal, financial, construction, environmental and/or professional property inspection services regarding this purchase.
 - 3. **SQUARE FOOTAGE/ACREAGE VERIFICATION:** Buyer is aware that any reference to square footage or of the real property is approximate. If square footage or acreage is material to the Buyer, it must be verified during the inspection period.

166 X. ~~INSPECTIONS BY BUYER.~~

- 167 A. ~~Buyer may obtain, at no expense to Seller, inspections of the Property by Buyer or Buyer's inspectors and/or engineers,~~
 168 ~~and shall pay for any damage to Seller's property caused by such inspectors and/or engineers. Buyer, or designee, shall~~
 169 ~~have the right to make any inspections of the physical condition of the property at reasonable times, upon at least 24~~
 170 ~~hours advance notice to Seller. Unless Seller receives written notice, signed by Buyer on or before~~
 171 ~~_____ , _____ a.m. p.m. or _____ business days from mutual~~
 172 ~~acceptance of this Contract (Objection Deadline) of any defect(s) the property identified by Buyer or Buyer's inspectors~~
 173 ~~or engineers that Buyer is requesting to be addressed/repared, the physical condition of the property shall be deemed~~
 174 ~~satisfactory to Buyer.~~
- 175 B. ~~If Buyer or Buyer's inspectors have identified or required any repairs of the Property before the Objection Deadline set~~
 176 ~~out above, Buyer and Seller agree that if Buyer, at Buyer's sole discretion, disapproves of items as allowed herein, Buyer~~
 177 ~~shall deliver to Seller written notice of the items disapproved and state in the notice that Buyer elects to either:~~
- 178 1. ~~Immediately cancel this Contract and all Earnest Money shall be released to Buyer pursuant to Wyoming Statute~~
 179 ~~§ 33-28-122(f); or~~
 - 180 2. ~~Provide the Seller the opportunity to correct the items disapproved, in which case Buyer and Seller shall agree on~~
 181 ~~repairs and Seller's responsibility for said repairs. If the parties are unable to agree on payment of additional costs,~~
 182 ~~this contract shall be voidable at the option of Buyer, upon written notice to Seller no later than~~
 183 ~~_____ , _____ a.m. p.m. (Resolution Deadline). If not voided~~
 184 ~~by the Buyer, Buyer acknowledges sole responsibility for the additional repairs. If Seller's response to the requested~~
 185 ~~payment and repairs is not received by Buyer or Buyer's licensee at least 24 hours prior to the Resolution Deadline,~~
 186 ~~the Resolution Deadline shall automatically extend for a period of two (2) Business Days from the Resolution~~
 187 ~~Deadline. With the exception of the agreed upon repairs, the Buyer accepts the Property "as is, where is" condition~~
 188 ~~without any implied or express warranty by Seller or by any Broker.~~
 - 189 3. ~~If Buyer elects to void the contract, the earnest money deposit shall be returned to Buyer pursuant to W.S. § 33-28-~~
 190 ~~122(f).~~
- 191 C. ~~Waiver of Defects. Buyer acknowledges that he has had ample opportunity to inspect the property and has done so to~~
 192 ~~Buyer's satisfaction. Other than repairs or defects submitted to the Seller in writing pursuant to this Contract, or in the~~
 193 ~~event no repairs or inspections are required by Buyer, Buyer accepts the property in its entirety in "as is, where is"~~
 194 ~~condition without any implied or express warranty by Seller or by any Broker~~

195 XI. ~~USDA GOVERNMENT PROGRAMS.~~

196 (Check One)

197 Seller does NOT participate in USDA Government Programs198 Seller DOES participate in USDA Government Programs

199 All beneficial interest that the Seller has in the crops will be transferred to the buyer on the day of closing. Buyer agrees to
 200 maintain any existing contracts established with the Farm Service Agency, Naturally Resource Conservation Service and or
 201 cooperating agency. Conservation Reserve Program contracts will be assumed and maintained by the Buyer with all
 202 payments prorated to the day of closing by the Farm Service Agency. On the day of closing both Buyer and Seller will
 203 contact the Farm Service Agency and Natural Resource Conservation Service to update ownership records.

204 XII. ~~INSURANCE.~~

205 Buyer hereby acknowledges that Buyer has been advised to investigate, research and obtain a written commitment for
 206 adequate property and liability insurance prior to closing.

207 XIII. ~~RISK OF LOSS.~~

208 Risk of loss shall remain with Seller until delivery of deed. In the event that the premises shall be damaged by fire or other
 209 casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be obligated to
 210 repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said
 211 time or if such damage shall exceed such sum, this contract shall be voidable at the option of Buyer. Should Buyer elect to carry
 212 out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds resulting from such damage

213 XIV. ~~DEFAULT, REMEDIES AND ATTORNEY'S FEES.~~

214 A. ~~TIME IS OF THE ESSENCE~~ hereof, and any party who fails to tender any payment, or perform any other condition
 215 hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to
 216 treat this Contract as breached and recover such damages as may be proper, or may treat this Contract as being in full
 217 force and effect and require specific performance of the terms hereof. In lieu of the remedy provided above to Seller if
 218 Buyer is defaulting party, Seller may elect to terminate the Contract and recover such damages as may be proper, or
 219 Seller may elect to retain all payments made hereunder as liquidated damages, such amount if elected by Seller, being
 220 agreed by the parties hereto to constitute compensation for the loss of opportunity suffered by Seller due to such breach.

- 221 B. In the event that any party shall become in default or breach of any of the terms of this Contract, such defaulting or
- 222 breaching party shall pay all reasonable attorney's fees, costs and other expenses which the non-breaching or non-
- 223 defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit
- 224 any other remedies to which the parties may otherwise be entitled.
- 225 C. Seller and Buyer agree that in the event of any controversy regarding earnest money held by Broker and/or Closing
- 226 Agent, unless Broker and/or Closing Agent receives written instructions from both Buyer and Seller as set forth in
- 227 Wyoming Statutes § 33-28-122(f) regarding disposition of the earnest money, Broker and/or Closing Agent, in its sole
- 228 discretion, may hold the earnest money or things of value or may interplead all parties and deposit the earnest money
- 229 deposit into a court of competent jurisdiction. Broker and/or Closing Agent shall be entitled to recover its attorney's fees
- 230 and costs from the non - prevailing party in the action in which the funds are interplead, but if no such award or payment
- 231 is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interplead
- 232 funds.

233 **XV. ADDITIONAL PROVISIONS.**

234 **THIS OFFER IS NOT CONTINGENT UPON ANYTHING.**

235 **THERE IS NOT A PROPERTY CONDITION STATEMENT PROVIDED.**

236
237 **THIS OFFER IS CONDITIONAL UPON THE SELLER'S COOPERATION AT NO COST TO ALLOW THE**
238 **PURCHASER TO PARTICIPATE IN AN EXCHANGE UNDER SECTION 1031 OF THE INTERNAL REVENUE**
239 **CODE AT NO ADDITIONAL LIABILITY , COST OR EXPENSE. SELLER HEREBY GRANTS BUYER**
240 **PERMISSION TO ASSIGN THIS CONTRACT TO AN INTERMEDIARY NOT WITHSTANDING ANY OTHER**
241 **LANGUAGE TO THE CONTRARY IN THIS CONTRACT.**

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243 **THIS OFFER IS CONTINGENT UPON BUYERS DOING AN INSPECTION ON AUGUST 26, 2022 AND GIVING**
244 **SELLER APPROVAL BY AUGUST 29, 2022.**

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277 **XVI. MISCELLANEOUS TERMS**

278 A. **DEFINED TERMS.** "N/A" is understood to mean "not applicable" wherever it is used in this Contract. This "Contract"
279 shall refer to the Contract to Buy and Sell Real Estate attached hereto as the same is amended and supplemented by these
280 Additional Provisions. "Acc", "Accept", "Acceptance," "acceptance date" or "acceptance of this Contract" shall mean
281 the date on which the last party signs this Contract or any Counter-Offer without further modification and delivers the
282 same to the other party.

283 B. **EXECUTION.** This instrument may be executed in multiple counterparts, each of which shall be an original, and all of
284 which together shall constitute one and the same instrument. A signed counterpart delivered via electronic or digital shall
285 have the same force and effect as an original counterpart hereof executed by such party. This Contract may not be
286 modified except by written instrument signed by both Seller and Buyer. The parties hereto agree that electronic
287 signatures and initials hereto shall be legally binding.

288 C. **DAYS.** All references to "days" shall be deemed to refer to business days. The term "banking days", "business days",
289 "bs d" and "bus. days" shall be defined as weekdays including Monday through Friday, excluding Saturday, Sunday and
290 national holidays. Should any performance date or deadline contained herein fall on a weekend or national holiday, said
291 date will automatically be extended to the next business day. The time in which any act required under this Contract is to
292 be performed shall be computed by excluding the day on which the triggering event occurs (i.e. the acceptance date or
293 the day on which the title commitment is delivered) and including the last day of such time period. The first day shall be
294 the date after the day on which the triggering event occurs for such time period. All chronological times referred to in
295 this Contract, and all other documents relating to this Contract, shall be deemed to be Mountain Standard Time or
296 Mountain Daylight Time, as applicable. Whenever a provision of this Contract establishes a date by which an event must
297 occur, it shall be deemed to establish 5:00 PM Mountain Time on such date as the deadline for such event, unless stated
298 otherwise.

299 D. **NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or Seller and shall be
300 deemed to be delivered to Buyer or Seller if delivered to either's respective broker (if represented by a broker) or Buyer
301 at contact information provided in this Contract, in the following manner: (a) by personal delivery, (b) by United States
302 Mail (registered or certified, postage prepaid, return receipt requested), (c) via over-night delivery by a nationally
303 recognized courier, (d) by facsimile, or (e) by email. In each case, if a party is represented by a broker, notice is effective
304 to Buyer or Seller (as applicable) if addressed to such party's broker, at the address, facsimile number, or email address
305 for such broker as listed in the Multiple List Service (MLS/Flex) as of the date of attempted delivery. Any notice given
306 in accordance herewith shall be deemed to have been given when delivered to the addressee in person or when
307 transmitted by facsimile or email with the sender having received a confirmation of delivery or no rejection notice if sent
308 via email (except with respect to email addresses for brokers listed in MLS/Flex), or one (1) business day after such
309 notice has been delivered to a national recognized courier, or three (3) business days after such notice has been deposited
310 in the United States Mail, as the case may be. If represented by a broker, each party hereto specifically consents to
311 delivery of notice as described herein to their broker as their agent for all purposes under this Contract.

312 E. **GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of
313 Wyoming and venue for any court action arising out of this Contract shall be the county in which the Property is located.

314 F. **NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting the Property, or
315 amendments to existing leases (including renewals) or other written agreements, without prior written approval of Buyer.

316 **XVII. ADDENDA ATTACHED: (Check all that apply.)**

- 317 **Lead-Based Paint Disclosure**
- 318 **Addendum for Additional Provisions**
- 319 **Real Estate Brokerage Disclosure Form**
- 320 **Consent Amendment & In-Company Transaction Disclosure**
- 321 **Property Condition Disclosure**
- 322 **Covenants and Preliminary Title Commitment**

- Easements**
- Covenants**
- 1031 Tax Deferred Exchange Notice**
- Evidence of Authority**
- Pages of Addendum**

323 **XVIII. CONSENTS AND ACKNOWLEDGEMENTS.**

324 A. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral
325 agreements or representations between Buyer, Seller or Brokers to modify the terms and conditions of this Contract.

326 B. Brokers are authorized to disclose information regarding this sale, and terms thereof, for comparable sold data and
327 statistics to any Multiple Listing Service, Board of REALTORS®, certified appraisers, or potential clients or customers,
328 but only after the closing of this transaction.

329 C. This Contract is executed in multiple copies and by their signatures hereon each party acknowledges receipt of a signed
 330 copy at the time of signing and provided via personal deliver, fax, mail or electronic mail.
 331 D. NEWMAN REALTY (Broker Working with the Buyer) hereby
 332 discloses that it is working with the Buyer as (Buyer's Agent) (Intermediary) (Customer) (select one) and will
 333 be compensated by (Seller) (Buyer) (or XXXXXXXXXXXX)
 334 (select all applicable). Buyer and Seller have consented to that arrangement. Buyer has received, read and acknowledged
 335 a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is **attached hereto**. Broker, working with
 336 Buyer hereby delivers to Broker working with the Seller, a copy of the executed Real Estate Brokerage Disclosure.

337 **XIX. OFFER BY BUYER.** This offer shall expire on or before August 30, 2022, at _____, a.m. p.m.
 338 Additionally, the undersigned BUYER reserves the right to withdraw this Offer until the original, a copy, electronic
 339 transmission or facsimile of this Offer, duly accepted and signed by Seller, has been delivered in writing to the Buyer or
 340 Broker working with Buyer prior to the expiration date and time above.
 341 ALL OFFERS, COUNTER-OFFERS, ACCEPTANCES OR REJECTIONS shall be deemed submitted upon delivery via
 342 personal hand-delivery, mail courier, e-mail or fax.

343 **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS,**
 344 **CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

345 Buyer Thomas Snodgrass Date 08/22/2022 Buyer _____ Date _____
 346 _____
 347 Buyer _____ Date _____ Buyer _____ Date _____
 348 _____
 349 Buyer _____ Date _____ Buyer _____ Date _____
 350 _____

351 Delivery to Buyer shall be to the following address, e-mail and/or fax: _____

352 **XX. DISCLOSURE BY BROKER WORKING WITH SELLER.**
 353 Broker BLAIR NEWMAN (Brokerage Firm), hereby discloses that it
 354 is working with the Seller as a (Seller's Agent) (Intermediary) (Customer) or XXXXXXXXXXXX
 355 (Select One) and will be compensated by (Seller) (or _____)
 356 (Select applicable). Seller has consented to this arrangement. Seller has received, read and acknowledged a Real Estate
 357 Brokerage Disclosure and an executed copy of the Disclosure is **attached hereto**. Broker working with Seller, hereby
 358 delivers to Broker working with the Buyer, a copy of the executed Real Estate Brokerage Disclosure.

359 Listing Broker hereby acknowledges receipt of this contract to Buy and Sell Real Estate on
 360 _____, at _____ a.m. p.m.

361 Firm BLAIR NEWMAN
 362 Address 215 E 20th Ave, Torrington, WY 82240-2813
 363 Phone (307)532-1592 By _____

364 THIS OFFER WAS RECEIVED by me as Seller on 08/22/2022 at 4:45
 365 a.m. p.m. TS (Seller's Initials).

366 **XXI. ACCEPTANCE OF SELLER.**
 367 **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND**
 368 **CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

369 **NOTICE TO SELLER: If you are making a counter - offer, do not sign this document.**

370 THE UNDERSIGNED SELLER (whether one or more) ACCEPTS the foregoing offer on 08/24/2022
 371 at 11:00 a.m. p.m.

372 Seller _____ Date 08/24/2022 Seller _____ Date _____
 373 _____
 374 Seller _____ Date _____ Seller _____ Date _____
 375 _____
 376 Seller _____ Date _____ Seller _____ Date _____

377 **XXII. REJECTION BY SELLER.**

378 THIS OFFER IS HEREBY REJECTED ON _____ at _____ a.m. p.m.

379 Seller _____ Date _____ Seller _____ Date _____

380

381 Seller _____ Date _____ Seller _____ Date _____

382

383 Seller _____ Date _____ Seller _____ Date _____

384

385 If this Offer is rejected and the rejection is not signed by the Seller above, then this Offer was rejected by oral notification to

386 Broker on _____ and Seller (check one) ___ authorized rejection or ___ refused to execute

387 written rejection.

Presbytery of Missouri River Valley

Corporate Resolution

September 29, 2022

The undersigned, being the Secretary of the Presbytery of Missouri River Valley, a corporation duly formed and existing under the laws of Nebraska, does hereby certify that at a meeting of the Corporate Board of said corporation duly called and held on September 29, 2022 at which a quorum was present, the Corporate Board adopted the following resolution, which has not been modified or rescinded:

The corporation approves the sale to Windmill Range LLC, the real property of the corporation, 640 acres located in Niobrara and Converse counties in Wyoming, in accordance with the terms of the contract of sale, and that Marcia Cline, President and Moderator of the corporation, duly elected at the meeting on September 29, 2022, authorized Joyce A. Faltis, President of Discovery Presbyterian Church, Omaha, Nebraska to execute and deliver such documents.

Secretary

_____ (Printed name)