

CITY OF LINCOLN, NEBRASKA
REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **BLUE RIDGE UNLIMITED, LLC, a Nebraska limited liability company**, whose mailing address is 11811 Roca Road, Lincoln, Bennet, Nebraska 68317, hereinafter called "*Buyer*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, 555 South 10th Street, Suite 205, Lincoln, Nebraska 68508, hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **ONE HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS, (\$128,000.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

Lot 1, Block 1, Big Thompson Creek 2nd Addition, Lincoln, Lancaster
County, Nebraska, more commonly known as 7701 Greycliff

2. *Seller* agrees to furnish *Buyer* a current title insurance commitment before closing and a title insurance policy insuring marketability. *Seller* shall order title commitment from D.C. Title as requested by *Buyer*. The cost of the title insurance issued for this sale shall be paid as follows: 1/2 Buyer 1/2 Seller. *Seller* agrees to provide *Buyer* a written legal opinion showing defect, if any, in the title to said real estate no later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided. If such defects in the title can be corrected prior to closing, *Seller* shall correct said defects at its expense. If such defects in title cannot be corrected prior to closing, this Agreement shall, at the option of the *Buyer*, become null and void and both parties will be released from their covenants and obligations hereunder.

a. Closing charges, if handled by a closing agent, shall be paid as follows: 1/2 Buyer 1/2 Seller. *Seller* is exempt from documentary stamp tax for this transaction.

3. *Seller* agrees to pay all taxes for all prior years and including 2016 and any special assessments or taxes assessed against the above-described property on or before closing date.

4. Current taxes shall be paid as follows: 2017 Real Estate Taxes will be the responsibility of the *Buyer*.

5. *Seller* agrees to give *Buyer* possession of the said real estate on closing. *Buyer* shall not start construction on the property prior to closing. *Seller* further agrees not to alter or remove any portion of said real estate, except as otherwise provided below: _____

6. It is understood and agreed that this Agreement is conditioned upon *Seller* having a good, valid and merchantable title in fee simple to said real estate. *Seller* agrees to convey said real estate to *Buyer* by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise: _____

7. It is understood and agreed that there may also be additional easement requirements that will be retained by *Seller* or that *Buyer* may be required to execute and convey to *Seller* on the date of close.

8. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale. *Buyer* represents that no real estate commission is due or owing to any cooperating agents or builder for procurement of the Agreement.

9. *Buyer* is to deposit with the City of Lincoln an earnest deposit in the amount of **FIVE HUNDRED AND NO/100 DOLLARS, (\$500.00)**, deposited herewith as evidenced by the receipt attached below.

10. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the Charter of the City of Lincoln, Nebraska, per Article II, Section 2. This Agreement shall also be governed by and construed in accordance with the laws of the State of Nebraska.

11. *Buyer* and *Seller* agree to close and complete this sale in accordance herewith on or before the 31st day of December, 2017. An extension of this date may be agreed to upon mutual written consent of both *Buyer* and *Seller*.

IN WITNESS WHEREOF, *Buyer* and *Seller* have caused these presents to be executed as of the dates below indicated.

Executed by *Buyer* this 29th day of Sept, 2017.

Blue Ridge Unlimited, LLC, a Nebraska limited liability company

By: [Signature] President
Member

Executed by *Seller* this _____ day of _____, 20____.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

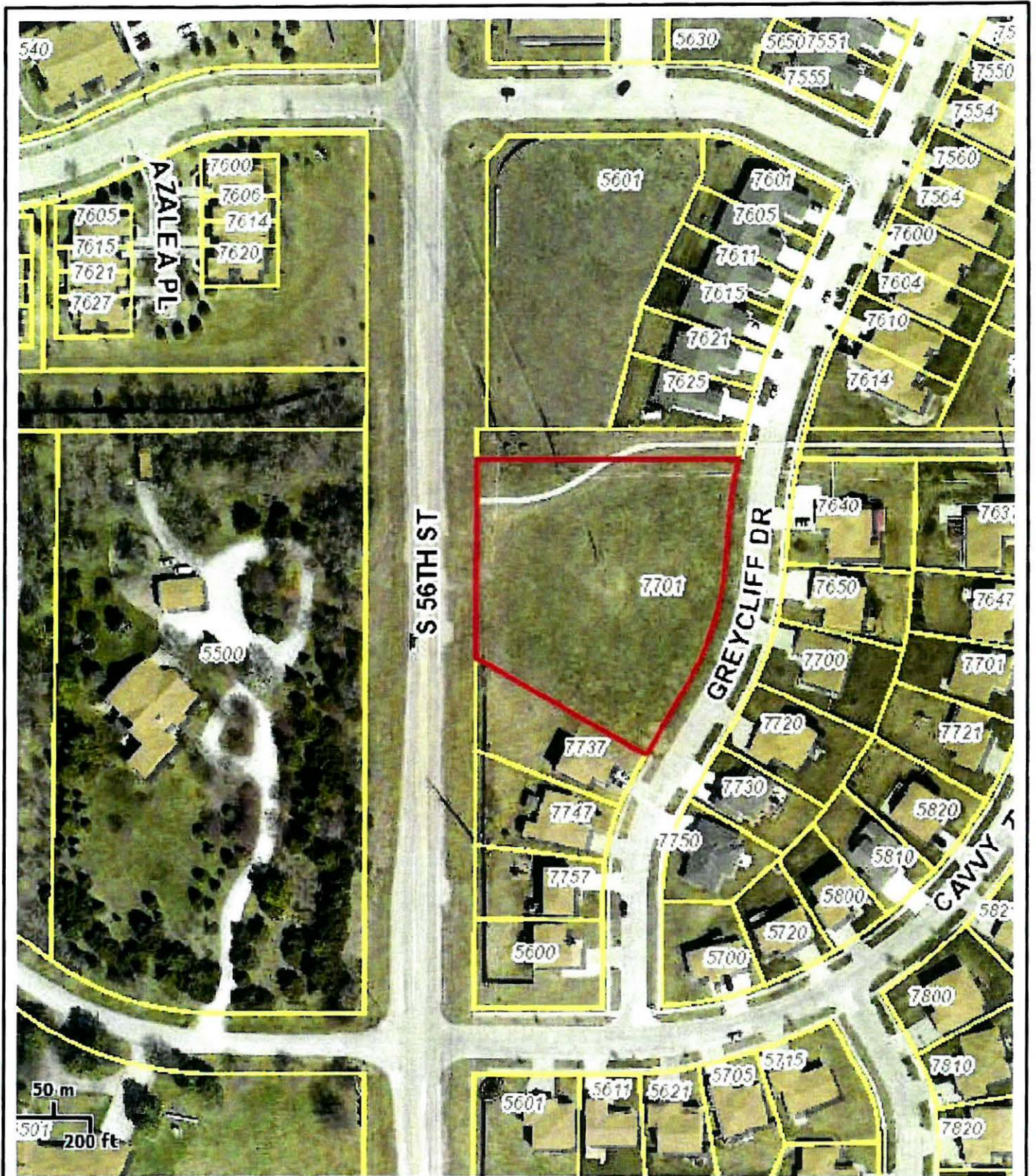
By: _____
Chris Beutler
Mayor of Lincoln

RECEIPT FOR EARNEST MONEY

RECEIVED FROM Kirk Havranek of Blue Ridge Unlimited, LLC, the sum of FIVE HUNDRED AND NO/100 DOLLARS, (\$500.00), (by cash, check, etc. 10771-10-3-17) to apply on the purchase price of the above described property on terms and conditions as stated above, it being hereby agreed and understood that in the event the above offer is not accepted by the *Seller* of said premises within the time above specified, or that in the event there are any legal defects in the title which cannot be cured after said *Buyer* has filed or caused to be filed with *Seller* written notice of such legal defects, the money hereby paid is to be refunded.

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: [Signature]



Lancaster County/City of Lincoln GIS Map

7701 Greycliff Drive



Printed: Feb 15, 2017

DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email ags@lincoln.ne.gov and you will be directed to the appropriate department.