



THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
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And as such is governed by its Code of Ethics and Rules and Regulations.



FARM, RANCH AND LAND PURCHASE AGREEMENT

Century 21 Da-Ly Realty 2514 S. Locust St. GI, NE 68801 December 13, 2017

(Firm and Address) (date)

The undersigned, as Buyer, agrees to purchase the following Property (address) 4808 Gold Core Drive, GI NE 68803
Legal Description: Platte Valley Industrial Park Third Sub to the City of Grand Island Lt 13
9.029999 Acres

including all fixtures and equipment permanently attached to the Property provided Seller has a marketable title in fee simple. [] (initial) together with all mineral and water rights owned by Seller. [] (initial) Seller reserves all mineral and water rights. The only personal property included is as follows: Vacant Land

Seller agrees to furnish a title insurance policy insuring marketability and Buyer shall be furnished a current title insurance commitment by Seller. The cost of title insurance issued for this sale, if any, shall be equally divided between Buyer and Seller. Buyer has option of selecting or approving as selected by the Seller, the title insurance company. However, if Buyer and Seller agree, Seller may furnish an abstract of title certified to date in lieu of title insurance. If any defects in title are found in the abstract, Buyer agrees to furnish a copy of a written title opinion from Buyer's attorney showing the defects. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect. If the title defects are not cured within a reasonable time period, but not to exceed 30 days, the Buyer may declare this Agreement null and void, and the deposit shall be refunded.

Seller agrees to convey to Buyer by warranty deed or Equal free and clear of all liens, encumbrances, special assessments levied or assessed, except None and subject to all easements and restrictions or covenants now of record.

Price. Buyer agrees to pay \$ 325,000.00 DOLLARS, on the following terms: an earnest money deposit of \$ 10,000.00 at this time as shown by the receipt herein. If paid by check, it will be cashed. The earnest money deposit will be transferred to the listing broker on acceptance, if the selling broker is other than the listing broker. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by agreement of Buyer and Seller. The balance of the purchase price shall be paid as shown in Paragraph(s) # #1 following:

#1 All Cash: Balance of \$ 315,000.00 shall be paid in cash, or by certified or cashier's check at time of delivery of deed, no financing being required.

#2 Conditional Upon Loan: Balance of \$ _____ shall be paid in cash, or by certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ _____. Loan origination or service fees shall be paid by Buyer. Buyer agrees to make application for the loan within _____ days of acceptance of this offer, sign all papers, and pay all costs related to said loan. If the loan is not approved within _____ days of acceptance, this offer shall be null and void, and the deposit shall be returned to Buyer. If processing of the application has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection.

#3 Seller Financing: Balance to be evidenced by _____ with Seller. Buyer to pay an additional cash payment, certified or cashier's check of \$ _____ at time of closing. The remainder of the purchase price, together with interest thereon at 0.000 % per annum shall be paid in _____ installments of \$ _____ for a period of _____ years. All other terms and conditions of the instruments shall be as mutually agreed upon. The instruments shall be prepared within _____ days after acceptance of this offer. Buyer's , Seller's attorney shall prepare the instruments and cost of preparation shall be paid as follows:

Buyer's , Seller's attorney shall review and approve all said instruments within _____ days of receipt.

Other Provisions: Real Estate taxes will be prorated, to the Buyer, to the date of closing. Earnest Money to be mailed to Century 21 Da-Ly Realty office upon acceptance of Purchase Agreement. This offer is subject to the Buyer's sole opinion of a satisfactory Phase 1 Environmental Survey and a Boundary Survey at Buyer's expense.

Buyer: WS / Seller: [Signature]

Real Estate Taxes: All real estate taxes levied on the above-described Property and payable for the year 2018 and all prior years shall be paid by the Seller. All real estate taxes levied and payable for the year N/A and all subsequent years shall be paid by the Buyer.

Seller warrants that all existing leases shall shall not terminate on or before the date of closing.

Lessee Name: N/A

Address: _____

This offer is based upon Buyer's personal inspection or investigation of the Property. Buyer agrees to accept the Property in its present condition, except as provided herein. N/A

Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, any broker holding the earnest money is authorized to transfer to the escrow agent the earnest money, other trust funds received by either Buyer's or Seller's broker and all documents and other items received by either broker in connection with the sale, and each broker shall provide copies of such documents upon request to the other Broker. After the transfer, the transferring broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this agreement have been satisfied, performed and met. If Buyer's loan is a government-regulated loan which prohibits Buyer from paying such charges, then they shall be paid by Seller.

The closing date of the sale shall be on or before the 20th day of February, 2018, or _____ days after loan approval, whichever shall last occur. Possession of Property to be on or before the 20th day of February, 2018, but not before closing.

Seller agrees to maintain the above-described real estate and improvements in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware.

This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause and Seller does not elect to repair or replace said structure, Buyer shall have the right to rescind this agreement, and the earnest money shall be refunded.

If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

This offer is null and void if not accepted by Seller on or before December 20, 2017 at 9:00 o'clock a.m. p.m.

Authority to Sign: The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. And that, as to Seller, all parties required to transfer title to the Property are parties to this contract.

Buyer acknowledges receipt of a copy of this offer, which has not yet been signed by seller.

BUYER West Soward DATE 12/13/2017
Lyne Realty, L.P.

BUYER _____ DATE _____

ADDRESS 2201 Scott Avenue, Fort Worth, TX ZIP 76103 PHONE _____

BUYER'S limited agent is Sheila Reed [agent] of Century 21 Da-Ly Realty [company]

NAMES FOR DEED: Lyne Realty, L.P.

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: Lyne Realty, L.P.
\$ 10,000.00 (by ck#) To apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

Century 21 Da-Ly Realty REALTORS® By: _____

This offer has been countered.

ACCEPTANCE

Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth.

Buyer: _____ Seller: WS

SELLER Wynne Jensen DATE 12/19/2017
City of Grand Island
SELLER _____ DATE _____
SELLERS' limited agent is Tracy Babcock {agent} of Century 21 Da-Ly Realty [company]

STATE OF Nebraska)
) SS:
COUNTY OF Hall)
The foregoing purchase agreement was acknowledged before me on December 19, 2017
by Jeremy L. Jensen .
Ranae Edwards
Notary Public



RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this agreement and the SID statement required by Neb. Rev. Stat. §31-727.03, if applicable.

(Buyer)
Lyne Realty, L.P. Date _____

(Buyer) Date _____

Seller acknowledges receipt of executed copy of this agreement.
Wynne Jensen Date 12/19/2017
(Seller)
City of Grand Island

(Seller) Date _____

BUYER PLEASE NOTE

At closing Buyer is required to have cash or certified or cashier's check for the balance of his payments.

SELLER PLEASE NOTE

Upon termination of Seller's insurance at closing, Seller should insure all personal property remaining on the premises prior to delivery of possession.

WS



Estimated Real Estate Closing Statement
Seller's Settlement Sheet



DA-LY REALTY
Date Prepared December 14, 2017 Property 4808 Gold Core Drive, Grand Island, NE 68801

Name of Seller City of Grand Island Estimated Closing Date February 20, 2018

SALES PRICE \$ 325,000.00

LESS SELLING EXPENSES:

Discount Points - Fees	\$ _____
Cost of Title Insurance <u>1/2 of \$1065</u>	<u>532.50</u>
Recording Fees - Mortgage Release	_____
State Documentary Tax (\$ <u>2.25</u> /1000)	<u>731.25</u>
Deed Preparation	_____
Escrow Closing Fee <u>1/2 of \$300</u>	<u>150.00</u>
Termite Inspection Fee (VA Loan)	_____
Termite Treatment	_____
Prepayment Penalty	_____
Warehouse & Tax Service Fees (NIFA Loan)	_____
Home Warranty	_____
Seller Repairs	_____
Homeowner's Assn Fee (_____ days at \$ <u>0.00</u> /day)	_____
Other Century 21 admin fee	<u>100.00</u>
Other	_____

PROFESSIONAL SERVICE FEES:

Listing Broker 5% commission	<u>16,250.00</u>
Selling Broker	_____

TOTAL SELLING EXPENSES \$ 17,763.75

OTHER COSTS:

Mortgage Balance	_____
Interest to Closing (_____ days at \$ <u>0.00</u> /day)	_____

TOTAL MORTGAGE PAYOFF \$ _____

TAXES:

Prior Years	_____
Current Year (_____ days at \$ <u>0.00</u> /day)	_____
Special Assessments	_____

TOTAL

(Escrow refund may be direct from loan company after closing.)

TOTAL TAXES & OTHER LIENS \$ _____

APPROXIMATE FINAL NET \$ 307,236.25

Remarks: Seller agrees to pay all outstanding utility bills. Seller authorizes Listing Firm to disclose pertinent details of the above transaction. The above estimated closing statement, prepared by the Listing Firm, has been received, read and approved by the undersigned.

Copy received by:	Prepared by:
<u>[Signature]</u>	<u>Tracy Babcock</u>
City of Grand Island	Date
<u>12/19/2017</u>	Date



This is a legally binding agreement. If not understood, seek legal advice.



Addendum to Purchase Agreement

The Seller and Buyer named in the Purchase Agreement dated December 13, 2017,
for the sale of 4808 Gold Core Drive, Grand Island, NE 68801

agree to the following terms in addition to or as modifications of those stated in the Agreement:

Buyer understands the following will be required from the City of Grand Island:

The sale and closing is contingent upon Seller's compliance with the requirements of Neb.Rev.Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice period without City's receipt of petitions signed by a sufficient number of registered voters objecting to the sale of the Property.

Multiple horizontal lines for additional terms or conditions.

Dated 12/19/2017

Dated 12/18/2017

[Signature]
Seller City of Grand Island

West Soward
Buyer Lyne Realty, L.P.

Seller

Buyer

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CENTURY 21 Da-Ly Realty South, 2514 S Locust St Grand Island NE 68801
Phone: 308-384-1101 Fax: 308-384-9647 Tracy Babcock

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

City of Grand