

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between Sharon J. Manning, Owner, (herein "Seller", and City of Grand Island, a municipal corporation, (herein "Buyer", whether one or more) and is effective on the date this Agreement is executed by Buyer and Seller as reflected on the signature page(s).

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged by Seller, and pursuant to the terms and conditions contained in this Agreement, it is hereby agreed as follows:

1. **PROPERTY PURCHASED.** Seller agrees to sell and Buyer agrees to purchase, on such terms and conditions as are set forth hereinafter, the following described property:
 - (a) All that real estate legally described as set forth in Attachment A, attached hereto; together with all equipment permanently attached thereto (the "Subject Premises").
 - (b) The Buyer is familiar with the Subject Premises and agrees to accept the Subject Premises in their current condition. Seller provides no warranty as to the condition of the Subject Premises, and they shall be sold "as is/where is".
2. **PURCHASE PRICE.** The Purchase Price of the Subject Premises is \$4,356.00. The Purchase Price shall be paid to Seller by Buyer according to the following terms:
 - (a) The sum of \$4,356.00 in cash or check upon closing of this Agreement.
3. **ALLOCATION OF PURCHASE PRICE.** The purchase price shall be allocated as follows:

Land \$ 4,356.00.
4. **CONVEYANCE.** At Closing, Seller agrees to convey the Real Property by Warranty Deed (the "Deed") to Buyer, subject to Permitted Exceptions as defined in paragraph 10(a), and Personal Property by Bill of Sale. Said conveyances shall be free from all liens and encumbrances.
5. **DATE OF CLOSING.** The Date of Closing for this sale shall be on or before April 1, 2020, or as soon as practicable thereafter after all of the conditions of closing are satisfied.
6. **PLACE OF CLOSING.** The Place of Closing shall be at the offices of Grand Island Public Works Administration, Grand Island, Nebraska, or at such other location as the parties shall mutually agree.

7. POSSESSION. The right of possession of the Subject Premises shall pass to Buyer upon Closing. It is understood and agreed that this Agreement shall in no manner be construed to convey the premises or to give any right to take possession thereof prior to Closing.
8. CONDITIONS PRECEDENT TO CLOSING. The obligation of the parties to close this Agreement is subject to the satisfaction of the following conditions:
 - (a) Title Approval. Seller shall deliver to Buyer prior to Closing a Title Insurance Commitment (“Commitment”) for the Real Estate. If Buyer has any objection to items disclosed in such Commitment, Buyer shall notify Seller prior to Closing. If Buyer makes such objections, Seller shall have a reasonable time after receipt of such objections (but not more than 30 days) to cure the same, and the Date of Closing shall be extended, if necessary. Seller shall use its best efforts to cure such objections. If the objections are not satisfied within such time period despite Seller's best efforts, Buyer may (i) terminate this Agreement by notice to Seller given within five (5) days after the expiration of such 30 day period, or (ii) waive its objections and close the transaction. If Buyer elects to terminate this agreement pursuant to this paragraph 10(a), then the Earnest Money paid by Buyer shall be returned to Buyer. Any defects in Seller's title not objected to by Buyer or accepted by Buyer shall be deemed “Permitted Exceptions” for purposes of this Agreement. Failure of Buyer to terminate the Agreement as provided herein shall also be deemed to make any title defects “Permitted Exceptions.”
 - (b) Inspection of Real Estate. At any time prior to Closing, Buyer and Buyer’s respective representatives shall have the right to enter upon the Real Estate at any reasonable time to make surveys, studies, inspections, and other tests to determine whether the Real Estate contains, or has the potential of containing, any hazardous materials or substances, or other environmental problems, and to determine the condition of the Real Estate; provided, however, all such surveys, studies, inspections or other tests shall be performed by Buyer at Buyer’s sole cost and expense and completed in the time period referenced above. If Buyer does not make such surveys, inspections or tests, in the time period required, Buyer shall be deemed to be satisfied with the condition of the Real Estate.

The Buyer shall not be obligated to undertake any soil borings or other invasive testing to determine the existence of hazardous materials on the Real Estate, it being the intention of the parties that if noninvasive environmental inspections and testing

indicate that the Real Estate may contain hazardous substances, Buyer shall have the right to rescind this Agreement. If in Buyer's judgment, such surveys, studies, inspections or other tests indicate or determine that the Real Estate contains any hazardous materials or substances, or the condition of the Real Estate is not acceptable to Buyer, then Buyer may terminate this Agreement by notice given to Seller prior to Closing, and the Earnest Money paid by Buyer shall then be returned to Buyer. If Buyer fails to terminate this Agreement by the Date of Closing, then Buyer shall be deemed to have waived this contingency.

Nothing stated herein shall be deemed to grant Buyer the authority to bind the Real Estate with any construction liens related to the testing contemplated hereunder or for any other work related to the Real Estate prior to closing, and the parties hereto specifically disclaim that any agency relationship exists as between Seller and Buyer with respect thereto. Buyer further agrees to indemnify and hold Seller harmless from and against any costs, liabilities, claims or expenses arising out of any failure of Buyer to promptly pay for the costs and expenses associated with any borings, surveys, studies, inspections or other tests performed by Buyer, which indemnity shall survive closing.

Seller agrees to furnish to Buyer, prior to Closing, with any environmental studies, assessments, audits, or other environmental information in Seller's possession regarding the Real Estate. Buyer acknowledges that Buyer is purchasing the Real Estate based upon Buyer's inspection of the Real Estate and not based upon any representations of the Seller other than as are contained herein. Buyer further acknowledges that Buyer is purchasing all of the Property "AS IS," and that Seller has no obligation to make any repairs or modification thereto other than as may be specifically set forth herein.

- (c) Property Survey. Buyer shall have the right to have the Real Estate surveyed at Buyer's expense by a registered land surveyor acceptable to Buyer; provided, however, the survey shall be prepared on or before the Date of Closing. If Buyer has an objection to items disclosed in such Survey, Buyer shall make written objections to Seller in the same manner as for title objections in Paragraph 10(a) above. If Buyer makes such objections, Seller shall have a reasonable time after receipt of Buyer's written objections to cure the same, and the Date of Closing shall be extended, if necessary. If

the objections are not satisfied within such time period, Buyer shall have the above remedies as are provided for title objections in Paragraph 10(a) above.

9. ENVIRONMENTAL CONDITION OF SUBJECT PREMISES. Seller represents to the best of Seller's knowledge that no hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos or petroleum product has been released into the environment, or deposited, discharged, placed or disposed of at, near or on the Subject Premises. Seller also represents that, to the best of Seller's knowledge, no hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act (42 U.S.C. §§6901, et seq.) or the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§9601, et seq.), has been generated, manufactured, refined, transported, treated, stored, handled, or disposed of on, at or near the Subject Premises.
10. OTHER TERMS.
 - (a) Seller shall be permitted to occupy the Subject Premises and retain the profits therefrom until Buyer commences construction of paving improvements on the Subject Premises. Buyer shall stake new property lines upon closing with temporary markers until construction is complete such that permanent markers can be placed.
 - (b) Seller shall be liable for real estate taxes levied upon the Subject Premises arising from Seller's occupancy and use of the Subject Premises.
 - (c) Upon termination of Seller's occupancy of the Subject Premises, all personal property thereon including, but not limited to, the irrigation pump and associated irrigation pipes and equipment shall be deemed property of the Buyer. Buyer shall be responsible for the abandonment of the ground water well in accordance with local, state and federal requirements.
11. BROKERS' FEES. The Buyer and Seller represent to each other that neither the Buyer nor the Seller has incurred any liability for brokerage fees or commissions in connection with this transaction. Each party indemnifies and agrees (which indemnification and agreement shall survive Closing) to hold the other party harmless from any and all claims and expenses resulting to the other party by reason of breach of the representation made by such party in this Paragraph. [If no broker involved]
12. RISK OF LOSS. Risk of loss with respect to the Subject Premises shall be borne by Seller until the Date of Closing and thereafter by Buyer. In the event of material damage to the Subject Premises by fire, explosion or any other cause prior to Closing, Seller shall have Sixty (60)

days to repair the Subject Premises or to rescind this Agreement, whereupon Seller shall refund to Buyer the Earnest Money (if any) and any other payments made hereunder.

13. **DEFAULT.** Unless otherwise provided for herein, if Buyer or Seller fails to comply herewith, the other party may exercise remedies as follows:
 - (a) **Buyer's Remedies.** In the event Seller defaults on Seller's obligation arising hereunder, Buyer shall be entitled to (i) receive a full refund of the Deposit in lieu of any other remedy which may be available to Buyer at law or in equity, and this Agreement shall be void and of no further force or effect whatsoever upon Buyer's receipt of the Deposit, (ii) seek specific performance of this Agreement, or (c) pursue any remedy which may be available to Buyer at law or in equity.
 - (b) **Seller's Remedies.** In the event Buyer defaults on Buyer's obligation arising hereunder, Seller shall be entitled to: (i) retain the Deposit as liquidated damages in lieu of any remedy which may be available to Seller at law or in equity (in which case, this Agreement shall be void and of no further force or effect); or (ii) pursue any remedy which may be available to Seller at law or in equity.
14. **DIVISION OF EXPENSES FOR THIS TRANSACTION.** The parties agree that the expenses in connection with the sale and purchase of the Subject Premises will be divided as follows: Buyer shall pay all closing costs, buyer's policy title insurance premiums, and recording fees. Each party shall pay its own attorney fees.
15. **BINDING EFFECT.** This Agreement shall be binding upon each of the parties hereto, their legal representatives, heirs, successors and assigns.
16. **MODIFICATION.** This Agreement constitutes the entire understanding of the parties, and there shall be no verbal or other agreement except as contained herein and except as it may be amended by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, discharge or amendment is sought.
17. **SEVERABLE PROVISIONS.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
18. **CHOICE OF LAW.** This Agreement shall be administered in accordance with the laws of the State of Nebraska.
19. **EXECUTION OF ADDITIONAL DOCUMENTS.** The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge, and

deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Subject Premises, and to protect the right, title and interest in and enjoyment of the Subject Premises assigned, transferred and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed. The parties hereto will also execute all customary documents required by the title insurance company at Closing, including, but not limited to, affidavits and indemnification agreements.

- 20. TIME OF ESSENCE. Time is of the essence regarding the payments and performances referenced in this Agreement.
- 21. CONSTRUCTION. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise.
- 22. ASSIGNMENT. Except as provided in the paragraph above regarding like-kind exchanges, this Agreement cannot be assigned without the prior written consent of Seller, which Seller can withhold in its sole and absolute discretion.
- 23. WARRANTIES. The terms and conditions of this Agreement shall survive the Warranty Deed and Closing.

Executed on the dates referenced below.

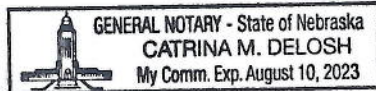
Seller: SHARON J. MANNING, Owner

BY Sharon Manning Date: 2-10-2020

SS# or EIN for Seller(s): _____

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 10th day of February, 2020, by SHARON J. MANNING, OWNER on behalf of said company as Seller.



Catrina M. DeLosh
Notary Public

Buyer: CITY OF GRAND ISLAND

Roger G. Steele Date: February 25, 2020
Roger G. Steele, Mayor

[attest]

RaNae Edwards
RaNae Edwards, City Clerk

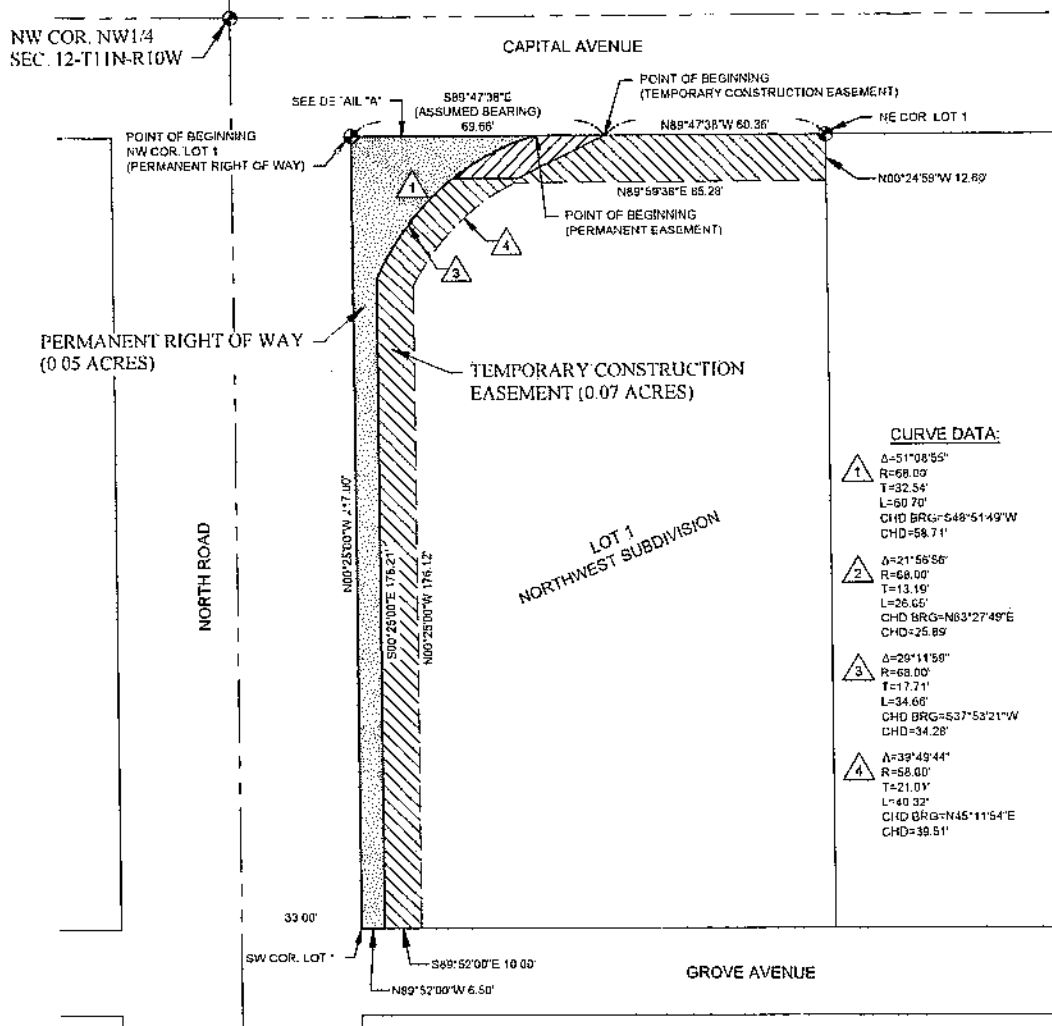
STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 25th day of February, 2019, by Roger G. Steele, Mayor, and RaNae Edwards, City Clerk, on behalf of the City of Grand Island as Buyer.



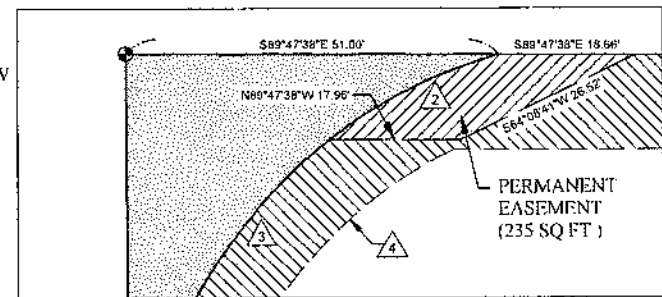
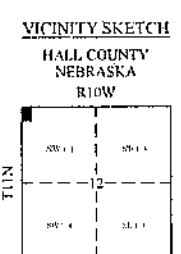
Jill Granere
Notary Public

TEMPORARY CONSTRUCTION EASEMENT, PERMANENT EASEMENT AND NEW RIGHT OF WAY EXHIBIT



CURVE DATA:

1	Δ=51°08'55"
	R=68.00'
	T=32.54'
	L=60.70'
	CHD BRG=N48°51'49"W
	CHD=58.71'
2	Δ=21°56'56"
	R=68.00'
	T=13.19'
	L=26.65'
	CHD BRG=N83°27'49"E
	CHD=25.85'
3	Δ=29°11'58"
	R=68.00'
	T=17.71'
	L=34.66'
	CHD BRG=S37°53'21"W
	CHD=34.28'
4	Δ=39°49'44"
	R=68.00'
	T=21.01'
	L=40.32'
	CHD BRG=N45°11'54"E
	CHD=39.51'



NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND**
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - DEFINED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE

- SECTION LINE**
- TEMPORARY CONSTRUCTION EASEMENT AREA
 - PERMANENT EASEMENT AREA
 - RIGHT OF WAY AREA

DATE	10/24/2019
SCALE	1" = 40'
DRAWN	AJG
REVISED	R190820
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 2
TRACT NO	4

800.723.8567
Grand Island, NE 308.381.7428
www.jeo.com

TEMPORARY CONSTRUCTION EASEMENT, PERMANENT EASEMENT AND NEW RIGHT OF WAY EXHIBIT

PERMANENT RIGHT OF WAY DESCRIPTION:


A PARCEL OF LAND LOCATED IN LOT 1, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, NORTHWEST SUBDIVISION; THENCE S89°47'38"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 51.00 FEET; THENCE SOUTHWESTERLY ON A 68.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 60.70 FEET, THE CHORD OF SAID CURVE BEARS S48°51'49"W, 58.71 FEET; THENCE S00°25'00"E, PARALLEL WITH AND 6.50 FEET DISTANT FROM THE WEST LINE OF SAID LOT 1, A DISTANCE OF 178.21 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE N89°52'00"W ON SAID SOUTH LINE, A DISTANCE OF 6.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N00°25'00"W ON SAID WEST LINE, A DISTANCE OF 217.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES, MORE OR LESS.

PERMANENT EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 1, NORTHWEST SUBDIVISION; THENCE S89°47'38"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°47'38"E ON SAID NORTH LINE, A DISTANCE OF 18.66 FEET; THENCE S64°08'41"W, A DISTANCE OF 26.52 FEET; THENCE N89°47'38"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 17.96 FEET; THENCE NORTHEASTERLY ON A 68.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 26.06 FEET TO THE POINT OF BEGINNING, THE CHORD OF SAID CURVE BEARS N63°27'49"E, 25.89 FEET, CONTAINING 235 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 1, NORTHWEST SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF LOT 1, NORTHWEST SUBDIVISION; THENCE S89°47'38"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 69.66 FEET TO THE POINT OF BEGINNING; THENCE S64°08'41"W, A DISTANCE OF 26.52 FEET; THENCE N89°47'38"W, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 17.96 FEET; THENCE SOUTHWESTERLY ON A 68.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC DISTANCE OF 34.66 FEET, THE CHORD OF SAID CURVE BEARS S37°53'21"W, 34.28 FEET; THENCE S00°25'00"E, PARALLEL WITH AND 6.50 FEET DISTANT FROM THE WEST LINE OF SAID LOT 1, A DISTANCE OF 178.21 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°52'00"E ON SAID SOUTH LINE, A DISTANCE OF 10.00 FEET. THENCE N00°25'00"W, PARALLEL WITH AND 16.50 FEET DISTANT FROM SAID WEST LINE, A DISTANCE OF 176.12 FEET; THENCE NORTHEASTERLY ON A 58.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC DISTANCE OF 40.32 FEET, THE CHORD OF SAID CURVE BEARS N45°11'54"E, 39.51 FEET; THENCE N89°59'38"E, A DISTANCE OF 85.28 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N00°24'59"W ON SAID EAST LINE, A DISTANCE OF 12.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE N89°47'38"W ON SAID NORTH LINE, A DISTANCE OF 60.36 FEET TO THE POINT OF BEGINNING, CONTAINING 0.07 ACRES, MORE OR LESS.

DATE	10/24/2019	
SCALE		
DRAWN	AJG	
JOB NO.	R190020	
TITLE BOOK	GRAND ISLAND #7	
FIELD WORK	AG/BS	
SHEET	2 OF 2	
TRACT NO.	4	806.723.8567 Grand Island, NE 308.391.7429 www.jeo.com