

REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between Nebco, Inc. d/b/a Western Sand & Gravel Co., hereinafter called "Buyer" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "Seller".

1. Seller, in consideration of Eleven Thousand Dollars (\$11,000.00) per acre, 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:

Generally described as a strip of land 233 feet in width and 660.2 feet in length in Section 19, Township 13 North, Range 10 East of the 6th P.M., Saunders County, Nebraska, more particularly described as the south 233 of the west one-half of the Southwest Quarter of the Southwest Quarter of said section 19, containing 3.5 acres, more or less.

2. Buyer to acquire any title insurance at Buyer's expense.

3. Seller agrees to be responsible for all taxes, including any special assessments assessed against the above-described property before this Agreement is executed by both parties. Such property is currently tax exempt and used for public purposes.

4. Seller agrees to give Buyer possession of the said real estate on closing. Seller further agrees not to alter or remove any portion of said real estate.

5. 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.

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.

7. Buyer agrees to furnish Seller a written legal opinion showing defects, if any, in the title to said real estate not later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.

8. 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 and Municipal Code of the City of Lincoln, Nebraska.

9. Buyer and Seller agree to close and complete this sale at a closing date agreeable to both parties, as soon as possible.

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

Executed by Seller this ____ day of _____, 2015.

CITY OF LINCOLN, NEBRASKA
A municipal corporation

Chris Beutler, Mayor of Lincoln

Executed by Buyer this 16th day of APRIL, 2014.

Nebco, Inc.

Robert A. Nordquist
Title: President

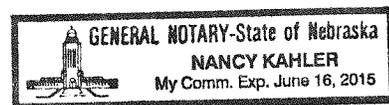
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Chris Beutler, Mayor of the City of Lincoln.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 16th day of APRIL, 2015, by ROBERT N. NORDQUIST President of Nebco, Inc.



Nancy Kahler
Notary Public