

CITY OF LINCOLN, NEBRASKA  
REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **ANDERSON HOMES, INC., a Nebraska corporation**, hereinafter called "*Buyer*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **SEVENTY THOUSAND AND NO/100 DOLLARS, (\$70,000.00)**, 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:

Lots 1, 2, 3, and 4, Block 10, Olympic Heights First Addition, Lincoln, Lancaster County, Nebraska, more commonly known as 2601, 2531, 2521 and 2511 NW 52<sup>nd</sup> Streets, Lincoln, Nebraska.

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 Charter Title Company 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 2014 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: 2015 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. The property was previously declared surplus and approved on September 22, 2008, by City Council Ordinance No. 19150.

11. Buyer and Seller agree to close and complete this sale in accordance herewith on or before the 31st day of January, 2015.

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

Executed by Buyer this 12 day of Nov, 2014.

ANDERSON HOMES, INC., a Nebraska corporation

By: Scott Anderson  
President

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 SCOTT ANDERSON, the sum of FIVE HUNDRED AND NO/100 DOLLARS, (\$500.00), (by cash, check, etc. CK 2200400017) 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: Michelle R. Backemeyer

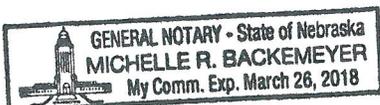
STATE OF NEBRASKA }  
COUNTY OF LANCASTER } ss:

On November 12, 2014, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came SCOTT ANDERSON, known to me to be the PRESIDENT of Anderson Homes, Inc., a Nebraska corporation, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(SEAL)

Michelle R. Backemeyer  
Notary Public



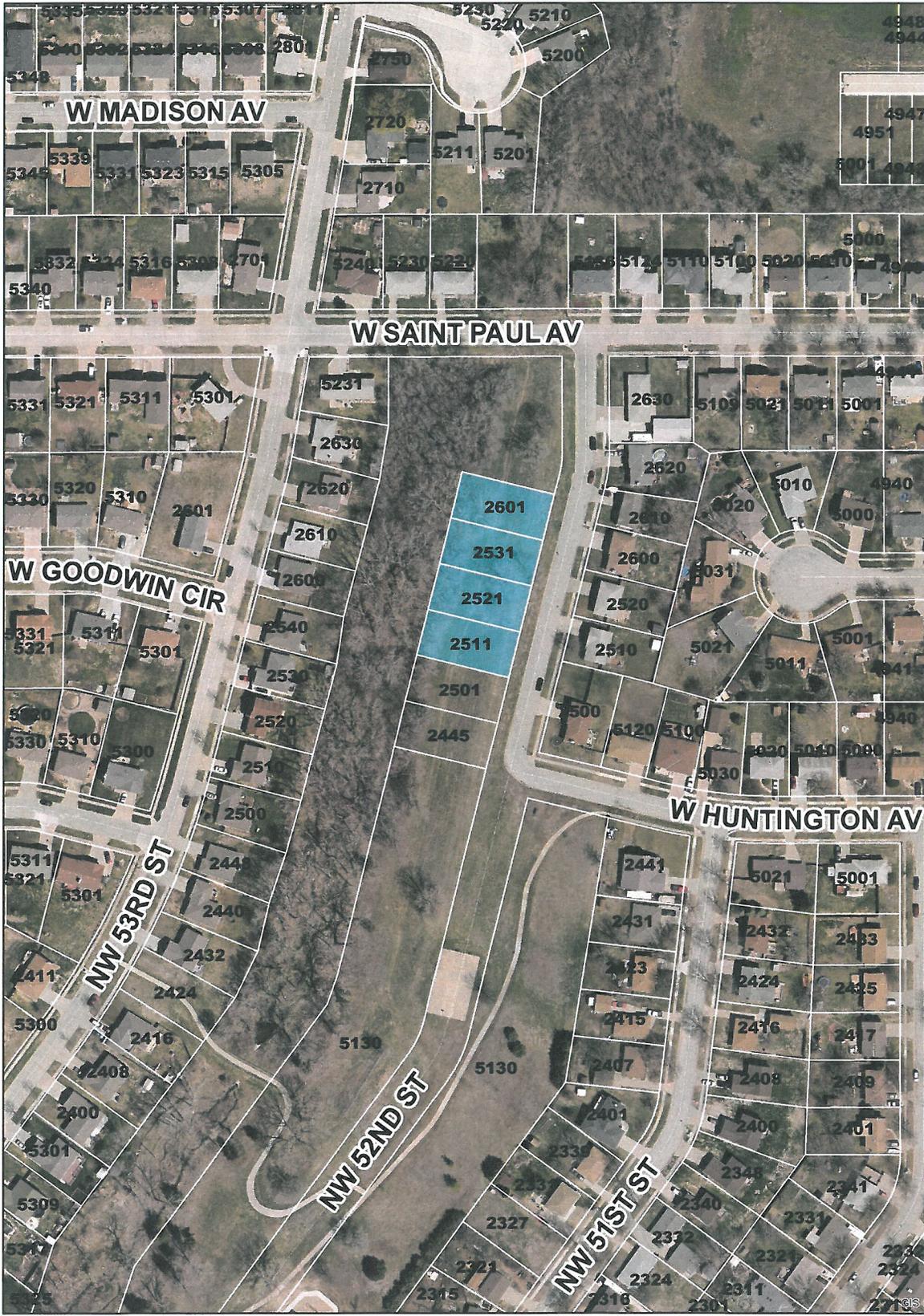
STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF LANCASTER        )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Chris Beutler**, known to me to be the Mayor of **City of Lincoln, Nebraska, a municipal corporation**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

\_\_\_\_\_  
Notary Public



Lots 1- 4, Block 10, Olympic Heights First Addition

 Parcels For Sale

