

## 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 or (\$93,060.00), 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:

Generally described as that part of the City of Lincoln's property in E  $\frac{1}{2}$  of the W  $\frac{1}{2}$  of NW  $\frac{1}{4}$  of Section 19 Township 13 Range 10 E that is adjacent to the lake created by the Western Sand & Gravel Co. The transfer includes approximately 8.46 acres as depicted on the map Attachment A. The property indicated on Attachment A generally ranges from 75 feet wide to 100 feet wide in various locations. The property description is indicated on the legal descriptions which are part of Attachment A

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.

a. Buyer and Seller agree to have the property line surveyed prior to closing. The surveying effort shall produce a legal description for the new property line and a final acreage calculation for the real estate sold. The costs of such survey will be split equally between the parties; and

b. The Buyer agrees to maintain the new property line and take reasonable shoreline protection measures to prevent further erosion.

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 defect, 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 \_\_\_\_\_, 2014.

**CITY OF LINCOLN, NEBRASKA**  
A municipal corporation

\_\_\_\_\_  
Chris Beutler, Mayor of Lincoln

Executed by Buyer this 15<sup>th</sup> day of SEPT, 2014.

**Nebco, Inc.**

Robert E. Miller

Title: v. p.

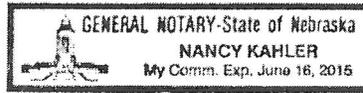
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 15<sup>th</sup> day of SEPT, 2014, by  
ROBERT E MILLER, V.P. of Nebco, Inc.



Nancy Kahler  
Notary Public

## ATTACHMENT "A"

### LEGAL DESCRIPTION PARCEL A

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO KNOWN AS GOVERNMENT LOT 8, IN FRACTIONAL SECTION 18, TOWNSHIP 13 NORTH, RANGE 10 EAST, OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 18: THENCE S88°17'18"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°17'18"W ON SAID NORTH LINE, A DISTANCE OF 206.23 FEET TO THE EAST LINE OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 89, PAGE 137; THENCE S02°14'16"E ON SAID EAST LINE, A DISTANCE OF 100.00 FEET; THENCE N62°19'12"E, A DISTANCE OF 228.37 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS.

### LEGAL DESCRIPTION PARCEL B

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO KNOWN AS GOVERNMENT LOT 8, IN FRACTIONAL SECTION 18, TOWNSHIP 13 NORTH, RANGE 10 EAST, OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 18: THENCE S88°14'11"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 306.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°14'11"W ON SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 89, PAGE 137; THENCE N02°14'16"W ON SAID EAST LINE, A DISTANCE OF 663.00 FEET; THENCE N88°14'11"E, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 100.00; THENCE S02°14'16"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 663.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.52 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL C

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALSO KNOWN AS GOVERNMENT LOT 7, IN FRACTIONAL SECTION 19, TOWNSHIP 13 NORTH, RANGE 10 EAST, OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID FRACTIONAL SECTION 19: THENCE S88°09'05"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 565.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°09'05"W ON SAID SOUTH LINE, A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 89, PAGE 137; THENCE N02°20'12"W ON THE EAST LINE OF SAID PREVIOUSLY DESCRIBED PARCEL, A DISTANCE OF 1321.37 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N88°11'21"E ON SAID NORTH LINE, A DISTANCE OF 256.00 FEET; THENCE S02°20'12"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 320.00 FEET, THENCE S88°11'21"W, PARALLEL WITH SAID NORTH LINE A DISTANCE OF 156.00 FEET, THENCE S02°20'11"E, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 1001.30 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.17 ACRES, MORE OR LESS.

LEGAL DESCRIPTION PARCEL D

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALSO KNOWN AS GOVERNMENT LOT 3, IN FRACTIONAL SECTION 30, TOWNSHIP 13 NORTH, RANGE 10 EAST, OF THE SIXTH P.M., SAUNDERS COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID FRACTIONAL SECTION 30: THENCE S88°09'05"W (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 565.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S88°09'05"W ON SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND PREVIOUSLY DESCRIBED AND RECORDED IN DEED BOOK 121, PAGE 227; THENCE S02°18'56"E ON THE EAST LINE OF SAID PREVIOUSLY DESCRIBED PARCEL, A DISTANCE OF 1105.00 FEET, THENCE N88°09'05"E, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 100.00 FEET, THENCE N02°18'56"W, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 1105.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.54 ACRES MORE OR LESS.

