

AGREEMENT FOR THE SALE OF REAL ESTATE

This Agreement is made and entered into between the CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA, A Municipal Corporation, SELLER that has agreed to sell unto the LEXINGTON AREA SOLID WASTE AGENCY, PURCHASER that has agreed to buy said real estate hereinafter described for the consideration and upon the terms and conditions hereinafter set forth.

1. Recitals

1.1 SELLER IS: City of Lexington, Dawson County,
Nebraska
Lexington, Nebraska 68850

1.2 PURCHASER IS: Lexington Area Solid Waste Agency
Lexington, Nebraska 68850

2. Real Estate and Personal Property.

2.1 The following described real estate located in Dawson County, Nebraska, (as the same is defined in Neb. Rev. Stat. Section 76-201) (hereinafter called the Real Estate):

(Insert legal description)

3. Consideration

3.1 The total consideration to be paid to SELLER by PURCHASER is the amount of Two Hundred Seventy Thousand (\$270,000.00) Dollars, which will be paid by certified funds at the time of closing.

4. Possession

4.1 Possession of the Sale Property shall be given to PURCHASER on the date of closing.

5. Title Insurance

5.1 SELLER agrees to furnish to PURCHASER within ten (10) days from the date hereof, a commitment for title insurance in the amount of Two Hundred Seventy Thousand (\$270,000.00) Dollars issued by a title insurance company suitable to PURCHASER, reflecting merchantable title to the real estate in SELLER, subject only to easements and restrictions of record. In the event SELLER does not have merchantable title, SELLER shall have a reasonable time in which to cure the defects in the title after SELLER has been notified thereof by PURCHASER.

6. Real Estate Taxes

6.1 The property to be transferred pursuant hereto is, and will be, exempt from real estate taxes.

7. Representations by SELLER.

7.1 SELLER has good and marketable title to the Real Estate to be conveyed pursuant to this Agreement, except as may be provided herein, and at closing, shall execute and deliver a signed Warranty Deed conveying said premises to PURCHASER, free and clear of all liens and encumbrances whatsoever, except subject to all easements, restrictions, and reservations of record, which are acceptable to PURCHASER. The SELLER, has invested approximately \$70,000.00 in hydrological and geological investigation on said site, in preparation for licensing the site as a Subtitle "D" landfill. The parties agree that all engineering and scientific data relating to the site will be provided to the PURCHASER, and all right to said data shall be assigned to the PURCHASER.

7.2 SELLER is not a party to any contract, written or oral, which will give rise to a lien (including, but not limited to, construction lien, mechanic's lien, storage and repair lien) or other encumbrance on the property, and will not take any action prior to closing giving rise to any such lien..

7.3 SELLER has received no written or official notice of any condemnation proceedings against the whole or any part of the property.

7.4 The representatives and warranties of SELLER contained in this Agreement shall be true as of the date of execution of this Agreement and shall be true in all material aspects as of the date of closing.

8. Representations of PURCHASER.

8.1 PURCHASER has full and legal authority to enter into this Agreement and take those actions necessary so as to consummate the transaction contemplated by this Agreement.

8.2 PURCHASER has inspected said premises hereinabove described, and enters into this Agreement solely on the basis of visual inspection and investigation of the same and accepts the same in the exact condition in which they now are ("AS IS"), and make this Agreement relying upon no representations or warranties of SELLER, other than such as are set forth herein.

9. Rent.

9.1 Any rent payable for the year 2007 by the Tenant in possession of the property shall be due and payable to SELLER. SELLER affirmatively states that there will be no rights to carry over as Tenant in possession by the current Tenant after the 2007 agricultural season.

10. Closing.

10.1 At closing, SELLER shall execute and deliver to PURCHASER a Warranty Deed conveying the real estate to PURCHASER.

10.2 The closing in this matter shall be held as soon as is practicable herein. PURCHASER understands that the SELLER, through its Governing Body, will be required to pass a Resolution authorizing this sale, and that the matter cannot be closed until after the appropriate remonstrant as past subsequent to the passage of said Resolution.

11. Division of Expenses for this Transaction

11.1 The parties agree that the expenses in connection with the sale and purchase of this real estate will be divided as follows:

- A. Attorney's fees; Each party shall be responsible for its own Attorney;
- B. Title Insurance Premium: Each party to pay one-half of Title Insurance premium;
- C. Title Corrections: SELLER;
- D. Documentary stamp tax fees: None;
- E. Recording expenses:
 - i) Conveyance instruments: PURCHASER;
 - ii) Mortgage release (if any): SELLER;
 - iii) Title Corrections: (If any): SELLER;
 - iv) Survey: If PURCHASER determines that a Survey of the premises is appropriate, each party shall be responsible for one-half of the costs of that Survey.

12. Default

12.1 Time is of the essence herein, and if any payment or any other condition hereof is not made, tendered or performed by either SELLER or PURCHASER as herein provided, then this Agreement, at the option of the party who was not in default, may be terminated by such party, in which case the non-defaulting party may recover such damages as may be proper.

13. Notice

13.1 All notice or demands required or permitted under this Agreement shall be in writing directed as follows:

13.2 To SELLER: City of Lexington, Dawson County,
Nebraska
Lexington, Nebraska 68850

13.3 To PURCHASER: Lexington Solid Waste Agency
Lexington, Nebraska 68850

13.4 The mailing of any such notice or demand to SELLER or PURCHASER at their respective address hereinbefore set forth shall be deemed sufficient service thereof.

14. Closing

14.1 The term "closing" as used herein shall mean the date mutually agreed upon by all of the parties hereto, except that in no event shall the date of closing be later than _____ 2007.

15. Representation

15.1 THE PARTIES ACKNOWLEDGE THAT FOR THE PURPOSES OF THIS AGREEMENT SCOTT H. TRUSDALE REPRESENTS THE PURCHASER, AND NOT SELLER. SELLER HAS BEEN ADVISED OF THIS REPRESENTATION AND HAS EITHER OBTAINED INDEPENDENT COUNSEL OR HAS INTENTIONALLY DECLINED TO DO SO.

16. Merger

16.1 The parties acknowledge that this Agreement contains the entire agreement between the parties hereto regarding the real estate and personal property described herein and supersedes any prior agreements regarding said real estate.

17. Binding Nature.

17.1 All terms and conditions of this Agreement shall extend to and be binding upon SELLER, PURCHASER, and the successors and assigns of SELLER and PURCHASER.

DATED: October _____, 2007.

CITY OF LEXINGTON, DAWSON COUNTY,
NEBRASKA, A Municipal Corporation, SELLER:

By: _____

ATTEST:

City Clerk

LEXINGTON AREA SOLID WASTE AGENCY,
PURCHASER;

By: _____

ATTEST:

Secretary

STATE OF NEBRASKA)
) SS:
COUNTY OF DAWSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, on behalf of the City of Lexington, Dawson County, Nebraska 68850, SELLER.

Notary Public

STATE OF NEBRASKA)
) SS:
COUNTY OF DAWSON)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2007, by _____, on behalf of the Lexington Area Solid Waste Agency, PURCHASER.

Notary Public