

## AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, hereinafter referred to as Agreement, is made by and between NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska and the successor in interest to the Platte Valley Public Power and Irrigation District, hereinafter referred to as SELLER, and the City of Lexington, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, hereinafter referred to as BUYER.

### RECITALS:

SELLER is the owner of a 75 foot strip of land that is an abandoned canal lateral located in Dawson County, Nebraska described as follows:

A TRACT OF LAND BEING A PORTION OF NEBRASKA PUBLIC POWER DISTRICT'S ABANDONED DAWSON COUNTY CANAL LATERAL #1, A 75 FOOT WIDE RIGHT-OF-WAY IN THE NORTH HALF OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 21 WEST OF THE 6TH P.M., DAWSON COUNTY, NEBRASKA, AS DESCRIBED IN DEED BOOK 23, PAGE 389, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR DAWSON COUNTY, NEBRASKA, BEING FURTHERMORE DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE N00°48'18"W ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 917.88 FEET; THENCE N89°43'29"E, A DISTANCE OF 33.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1, NORTHWEST SECOND ADDITION, AN ADDITION TO THE CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA; THENCE N89°43'29"E, ON THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 164.66 FEET TO THE POINT OF BEGINNING OF SAID TRACT; THENCE N89°43'29"E, ON SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 503.52 FEET; THENCE S78°51'22"E, ON SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 1002.33 FEET TO THE NORTHWEST CORNER OF NORTHWEST THIRD ADDITION, A REPLAT OF PART OF LOT 1, BLOCK ONE, ALL OF LOT 1, BLOCK TWO, AND PART OF LOT 1, BLOCK THREE, NORTHWEST SECOND ADDITION, AND PART OF BLOCK 2, PAULSEN'S FIRST ADDITION, BOTH IN THE CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA; THENCE S79°09'12"E, ON THE NORTHERLY LINE OF BLOCK 1, SAID NORTHWEST THIRD ADDITION, A DISTANCE OF 981.10 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE S79°16'56"E, ON SAID NORTHERLY LINE OF BLOCK 1, NORTHWEST THIRD ADDITION, A DISTANCE OF 460.79 FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 1, OF SAID NORTHWEST THIRD ADDITION; THENCE S01°54'58"W, ON THE EAST LINE OF SAID LOT 4, BLOCK 1, NORTHWEST THIRD ADDITION, A DISTANCE OF 2.51 FEET TO THE NORTHWEST CORNER OF LOT 29, BLOCK 2, PAULSEN'S FIRST ADDITION TO THE CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA; THENCE S79°10'13"E, ON THE NORTHERLY LINE OF SAID BLOCK 2, PAULSEN'S FIRST ADDITION, A DISTANCE OF 367.48 FEET TO THE NORTHEAST CORNER OF

LOT 27, SAID BLOCK 2; THENCE S79°06'12"E, ON SAID NORTHERLY LINE OF BLOCK 2, PAULSEN'S FIRST ADDITION, A DISTANCE OF 748.45 FEET TO THE NORTHWEST CORNER OF LOT 8, SAID BLOCK 2, PAULSEN'S FIRST ADDITION; THENCE S79°08'02"E, ON SAID NORTHERLY LINE OF BLOCK 2, PAULSEN'S FIRST ADDITION, A DISTANCE OF 1033.76 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1, SAID BLOCK 2, PAULSEN'S FIRST ADDITION; THENCE N89°02'25"E, ON THE NORTHERLY LINE OF SAID LOT 1, BLOCK 2, PAULSEN'S FIRST ADDITION, A DISTANCE OF 50.70 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE N00°33'26"W, PARALLEL WITH AND 33.00 FEET DISTANT TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 75.00 FEET; THENCE S89°02'25"W, A DISTANCE OF 43.45 FEET; THENCE N79°07'29"W, A DISTANCE OF 2618.23 FEET TO A POINT ON SAID EAST LINE OF THE NORTHWEST QUARTER; SAID POINT BEING 2010.04 FEET SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, AS MEASURED ALONG SAID EAST LINE; THENCE N79°05'32"W, A DISTANCE OF 965.81 FEET; THENCE N78°51'22"W, A DISTANCE OF 1009.64 FEET; THENCE S89°43'29"W, A DISTANCE OF 511.02 FEET; THENCE S00°16'31"E, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 8.84 ACRE(S), MORE OR LESS.

SELLER has agreed to sell the real estate to BUYER, and BUYER has agreed to purchase the same from SELLER, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and the Parties intending to be legally bound hereby, it is agreed between the Parties as follows:

1. CONSIDERATION: BUYER shall pay SELLER as full consideration for the above-described real estate the sum of TWENTY-SIX THOUSAND DOLLARS, (\$26,000.00) on the date of closing.
2. CLOSING: Closing shall be at such time and place as the Parties shall mutually agree upon. The closing is subject to the approval of the sale of the real estate to BUYER by SELLER'S Board of Directors.
3. TAXES: It is understood by the Parties that said property has not been subject to taxation and there are no taxes on said property to be paid by SELLER. BUYER shall be responsible to pay for any property tax due on said parcel.
4. WARRANTIES: BUYER acknowledges that BUYER has examined and inspected the premises, and that BUYER is purchasing the same subject to BUYER'S own inspection and not by reason of any representation of SELLER. BUYER is buying the premises on an AS IS, WHERE IS basis, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND WHATSOEVER BY SELLER.
5. POSSESSION: SELLER shall give BUYER quiet and peaceable possession of the premises on the date of closing. All risk of loss or damage to the premises being

sold hereunder shall remain on SELLER until the time of closing, and shall pass to BUYER at the time of closing.

6. ASSIGNMENT: BUYER shall not have the right to assign, transfer or sell BUYER'S interest in this Agreement without first obtaining the consent, in writing, of SELLER.
7. TITLE: SELLER shall obtain a policy of the title insurance on the premises and the cost of such policy shall be divided equally between BUYER and SELLER. Such title insurance commitment shall show good and merchantable title in SELLER, free and clear of all liens and encumbrances, subject, however, to public highways, easements of record, apparent easements, and all governmental rules and regulations.
8. DEED: SELLER shall execute a Corporation Quitclaim Deed of conveyance to BUYER, free and clear of all encumbrances, subject, however, to public highways, easements of record, apparent easements, and all governmental rules and regulations, and deliver the same to BUYER on the date of closing upon payment of the purchase price in a simultaneous transaction.
9. COSTS: BUYER and SELLER shall pay their own attorney fees incurred in this sale.
10. SURVEY: The real estate sold hereby has been surveyed and filed by NPPD.
11. ENVIRONMENT: BUYER agrees and understands that this property is being purchased "AS IS", and BUYER acquires from SELLER all action, rights of action and/or cause of action and assumes all liabilities incidental to and pertaining to the property which is the subject matter of this Agreement.
12. NOTICE: All notices required herein shall be in writing, and shall be mailed to the following addresses:

SELLER: NEBRASKA PUBLIC POWER DISTRICT  
Attn: Ron Starzec  
PO Box 499  
Columbus, Nebraska 68602-0499

BUYER: City of Lexington  
Joe Pepplitsch, City Manager  
406 E 7th Street, PO Box 70  
Lexington, NE 68850

With respect to all notices mailed, the date of postmark shall control.

13. DEFAULT: In the event either Party should default under the terms and conditions to be performed by that Party pursuant to this Agreement, the other Party shall have such rights and remedies as are allowed by law, including the rights of specific

performance. The election or forfeiture of any one remedy shall not bar the election or cause the forfeiture of any other remedy.

14. SURVIVAL: All terms, conditions, representations and warranties of SELLER and BUYER in this Agreement shall survive the date of closing.
15. SEVERABILITY: In the event any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Agreement.
16. BINDER: This Agreement shall be binding upon the successors, assigns and legal representatives of the Parties hereto.
17. ENTIRETY: This Agreement constitutes the entire Agreement between the Parties, and any other Agreements between the Parties, unless reduced to writing and executed by the Parties, shall be null and void.

IN WITNESS WHEREOF, the Parties have set their hands to this Agreement the dates set out below.

SELLER:  
NEBRASKA PUBLIC POWER DISTRICT

BUYER:  
City of Lexington, Nebraska

By: \_\_\_\_\_  
Thomas J. Kent

By: \_\_\_\_\_  
Joe Peplitsch

Title: Vice President & Chief Operating Officer

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF PLATTE     )

Before me, a notary public qualified in said county, personally came Thomas J. Kent, Vice President & Chief Operating Officer, of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument, and acknowledged the execution to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal on \_\_\_\_\_, 2014.

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, a notary public qualified in said county, personally came Joe Pepplichtsch, City Manager, City of Lexington, Nebraska, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and notarial seal on \_\_\_\_\_, 2014.

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