

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the “Agreement”) is made and entered into on this ____ day of _____, 2023, (the “Effective Date”), by and between the City of Blair (“Seller”) and Gateway Development Corporation (“Buyer”). The “Effective Date” of this Agreement shall be no sooner the thirty (30) days after the date of the Ordinance Publication.

RECITALS

WHEREAS, Seller owns certain real property, at the Legal Description:

Tax Lot 51 in Section 18, Township 18, Range 12 and Tax Lot 272 in Section 13, Township 18, Range 11, Washington County, Nebraska, and

hereinafter referred to as “the Property”, and

WHEREAS, Buyer wishes to purchase the Property, and

WHEREAS, Seller has agreed to sell the Property to Buyer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
PURCHASE AND SALE**

1.1 Rights, Title, and Interests in Property. Subject to the terms and conditions hereof, Seller agrees to sell and convey the entirety of Seller’s right, title and interest in the Property to the Buyer, and Buyer agrees to purchase all of Seller’s right, title and interest in and to the Property.

1.2. Property Condition. The Seller specifically makes no warranties or representations as to the conditions of the Property nor the usability as may be intended by the Buyer. The Buyer is purchasing the Property, “AS IS” and based upon its own investigation and inquiry. The Buyer is familiar with the condition thereof and is not relying upon any representations made by Seller as to any matter regarding the Property other than as specifically set forth herein. The Buyer is not relying on any representations of any other person or entity and is agreeing to accept the Property subject to the conditions herein set forth.

**ARTICLE II
PURCHASE PRICE AND PAYMENT**

2.1 Purchase Price. The total purchase price for the Property shall be One Dollar (\$1.00) (the “Purchase Price”).

2.2 Payment. The Purchase Price shall be paid at the time of closing.

**ARTICLE III
CLOSING**

3.1. Place of Closing. The place of Closing shall be held at the City of Blair City Hall, 218 S. 16th Street, Blair, Nebraska, 68008, unless otherwise agreed to by Seller.

3.2. Closing Date. The closing of the sale of a lot (the “Closing”) shall occur not sooner than thirty (30) days from the date of the Ordinance publication.

**ARTICLE IV
CLOSING DELIVERIES**

4.1 Seller’s Deliveries at Closing. At the Closing, Seller shall deliver to the Buyer:

- a. A duly executed and acknowledged Quitclaim Deed, conveying title to the individual Lot being sold;
- b. All other Seller documents necessary to close this transaction in accordance with the terms of this Agreement.

4.2. Buyer’s Deliveries at Closing. At the Closing, Buyer shall deliver to the Seller:

- a. Evidence of the Buyer’s capacity and lawful authority to perform the obligations of this transaction;
- b. All other Buyer documents necessary to close this transaction in accordance with the terms of this Agreement; and
- c. The purchase price for the Lot being sold pursuant to this Agreement.

**ARTICLE V
EXPENSES TO BE PAID AT OR PRIOR TO CLOSING**

5.1. Buyer’s Closing Costs. On the Closing Date, Buyer shall pay the following, if applicable:

- a. The Purchase Price as set forth above;
- b. All recording fees upon the Quitclaim Deed;

- c. Title Commitment costs, if any;
- d. The entire cost of the Owner's Title Insurance Policy, if any;
- e. Closing fees charged by the Title Company, if any.

5.2. Seller's Closing Costs. On or before the Closing Date, Seller shall pay, if applicable:

- a. Taxes which will accrue on the property for calendar year 2026.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller warrants, represents and covenants as follows, each and every one of which shall be true in all material respects on the Closing Date unless specifically waived in writing by the Buyer:

6.1. Absence of Claims. There are no pending or, to the Seller's knowledge, threatened litigations, proceedings, code violations, claims or investigations, including without limitation any such pending or threatened litigations, etc., by any government authority or insurance underwriter and no contract or agreement to which Seller is a party, which relates in any way to the Property or which on or after the Closing Date will adversely affect the Property.

6.2. Title and Authority. Seller owns the Property and has all necessary and lawful authority to enter into this Agreement to sell and convey the Property to the Buyer as provided in this Agreement and to carry out Seller's obligations hereunder.

ARTICLE VII MISCELLANEOUS

7.1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement shall survive Closing and shall not be deemed to be merged into any deed or other document delivered at Closing.

7.2. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the sale and purchase of the Property, and this Agreement cannot be changed except by the parties' written consent.

7.3. Conveyance of Title. This Agreement shall not, by itself, be construed as a conveyance of title by Seller to Buyer.

7.4. Jurisdiction and Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Nebraska. The Parties agree to the exclusive personal jurisdiction in the courts located in Washington County, Nebraska. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.

SELLER:
CITY OF BLAIR
A Nebraska Municipal Corporation, Grantor

BY _____
MELINDA K. RUMP, MAYOR

STATE OF NEBRASKA)
) ss:
WASHINGTON COUNTY)

On this ____ day of _____, 2026 before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Melinda K. Rump, Seller, to me known to be the identical person whose name is affixed to the foregoing agreement and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC

BUYER:
GATEWAY DEVELOPMENT CORPORATION
A Nebraska Non-Profit Corporation, Grantee

BY _____
MICHAEL ROOKS, EXECUTIVE DIRECTOR

