

**REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement ("Agreement") is made on this 24<sup>th</sup> day of MARCH, 2019, by and between CHAD R. REBBE ETAL, hereinafter called "Seller", and Dodge County, Nebraska, a Political Subdivision of the State of Nebraska, hereinafter called "Purchaser".

1. Real Property. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the following described real estate:

1 Acre + 40' Road Easement + A 340' EASEMENT  
IN A Circle All directions From the tower,  
restricting New building in that Circle.  
See MAP attached called Hooper Site, All  
IN S2SW4, P15W4 SE4 + TL5 S2-T1B-R7  
Dodge County NE.

2. Deed and Title. The legal description of the Property shall be confirmed with the title insurance commitment and, at Purchaser's option, if not already completed, a survey. Seller agrees to convey title to Purchaser, or Purchaser's nominees, by Warranty Deed, free and clear of all liens, encumbrances, or special assessments levied or assessed or estimated to be assessed for projects constructed or under construction, except easements and restrictions of record or any zoning laws, regulations, or ordinances affecting the Property as will not materially interfere with such use of the Property as Purchaser might reasonably expect to make in view of the general character of the area in which the Property is located.

3. Purchase Price and Manner of Payment. Purchaser agrees to pay Seller for the Property the sum of \$20,000

("the Purchase Price") as follows:

A. Earnest Money. Earnest money of \$2,000

or 10% of the Purchase Price, to be deposited with Dodge County Title and Escrow upon approval of this Agreement; and

B. **Remaining Balance.** The balance to be paid in cash or certified check at time of closing and delivery of Deed.

4. **Possession and Closing.** Closing of this sale shall take place and possession of the Property shall be delivered to the Purchaser on the 27 day of Sept., 2019.  
or Before
5. **Taxes.** Upon the sale of and transfer of the Property to Purchaser, Purchaser shall be responsible for the real estate taxes of said property, unless exemption exists under Nebraska law. Further, the 2018 taxes are to be paid by the Seller, and the 2019 taxes are to be paid by the Purchaser.
6. **Due Diligence.** Unless otherwise provided specifically in this Agreement, Purchaser, or any designee, at Purchaser's expense (or as otherwise agreed), shall have the right to any inspections desired of the real estate and personal property to be sold hereunder on or before August 2, 2019 (date) (the "inspection deadline"). Purchaser shall give written notice to the Seller of any unsatisfactory conditions of the property on or before August 16, 2019 (date) (the "rescission deadline"). If the Purchaser fails to notify the Seller of any unsatisfactory conditions, Purchaser agrees to accept the property in its condition on the inspection deadline. If such a notice is received by the Seller as set forth above, this Agreement shall terminate on August 16, 2019 (date) (the "settlement deadline") unless Seller and Purchaser have agreed to a settlement in writing or Purchaser has waived such condition in writing.
7. **Title Insurance.** Seller shall furnish title insurance showing merchantable title of record in Seller to the Property. In the event of defects of title, Seller shall be notified and Seller shall proceed immediately to have said defects cured within a reasonable time after notice. Closing may be extended for a short, reasonable time necessary to cure said title defects. The cost of said title insurance shall be the responsibility of the Purchaser. If there are defects in the title which cannot be cured as specified above, the earnest money is to be refunded to Purchaser.
8. **Revenue Stamps.** Documentary revenue stamps are to be paid by Purchaser, if any. The transfer and conveyance to Purchaser shall qualify for the exemption available under Neb. Rev. Stat. § 76-902(2).

9. Specific Performance. This Agreement conveys no title or right to take possession and both parties may seek specific performance of this Agreement if the other party defaults.
10. Facsimile or Electronic Signatures. "Facsimile or electronic signatures", as the term is commonly used with reference to facsimile machines and/or email used in transmitting documents, signatures, photocopies, etc., will be and hereby are declared by each party to this contract to be the same as an original signature to this contract.
11. Right of First Refusal. Should Purchaser, at any point after closing, choose to sell the property, the original Seller to this Agreement shall have the right of first refusal, thereby having the right to purchase back the property, if so desired, with no third party interference, for the amount of one dollar (\$1.00) from the original Purchaser. In the event this transaction occurs, Purchaser agrees to return the property back to its original condition, including, but not limited to, the removal of any fencing, enclosures, buildings, foundations, or debris.
12. Maintenance. Purchaser agrees to maintain the Property, as is standard and reasonable. Seller agrees to maintain his/her property abutting the Purchaser's Property, as is standard and reasonable, at fair market value determined by an appraisal or market analysis.
13. Closing Costs. Purchaser shall pay Recording fees, Escrow closing fee, survey fees, title insurance, deeds, and other appropriate fees for closing on the above legally described property.
14. Surveys and Easements. Surveys and easements shall be mapped and described for inspection and be part of this Real Estate Purchase Agreement, as a separate attachment. No new construction work or building shall occur in the easement area without written permission from the Dodge County Board of Supervisors, however, any current structures may be maintained accordingly.
15. Maintenance and Repair. Any damage occurring directly from maintenance, repair, or natural disaster, relating to Purchaser's communication towers, or to damage to real or personal property of Seller directly related to damage caused by maintenance, repair, or natural disaster damage to Purchaser's towers, shall be the responsibility of Purchaser.



16. The buyers shall not use this site for a purpose other than a communication tower site without permission of the sellers,

"SELLER"

Chad R. Rebbe  
Chad R. Rebbe

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

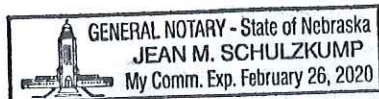
Attest:

By: \_\_\_\_\_

State of NEBRASKA )  
                          )ss  
County of DODGE   )

The foregoing instrument was acknowledge before me this 15<sup>th</sup> day of April, 2017, by ~~Jean M. Schulzkump~~ Chad R. Rebbe

Jean M. Schulzkump  
Notary Public



16. The buyers shall not use this site for a purpose other than a communication tower site with out permission of the sellers,

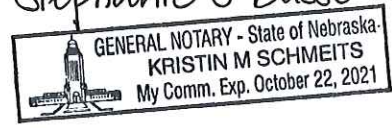
"SELLER"  
Stephanie J Busse Stephanie J Busse 4-17-19  
Brian L Busse Brian L Busse 4-17-19  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

By: Brian L Busse Stephanie J Busse  
Brian L Busse Stephanie J Busse

State of NEBRASKA )  
                                  )ss  
County of DODGE )

The foregoing instrument was acknowledge before me this 17 day of April  
2019, by ~~Kristin M Schmeits~~  
Stephanie J Busse and Brian L Busse



Kristin M Schmeits  
Notary Public

16. The buyers shall not use this site for a purpose other than a communication tower site with out permission of the sellers,

"SELLER"  
Eric Taylor [Signature]  
Kimberly Taylor [Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

By: [Signature] [Signature]  
Eric Taylor Kimberly Taylor

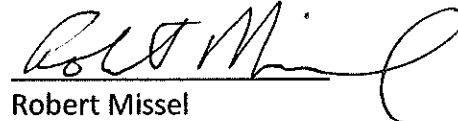
State of NEBRASKA )  
                                  )ss  
County of DODGE     )

The foregoing instrument was acknowledge before me this 28<sup>th</sup> day of April, 2019, by Eric Taylor & Kimberly Taylor

[Signature]  
Notary Public

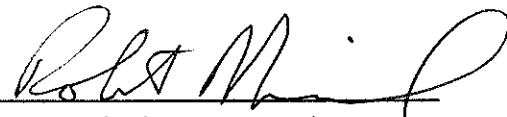


**"PURCHASER"**



Robert Missel  
Chairman, Dodge County Board of  
Supervisors


Attest:

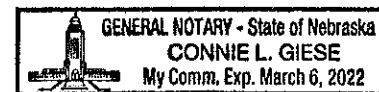
By: 

Robert Missel, Chairman, Dodge County Board of Supervisors

State of NEBRASKA )  
                                  )ss  
County of DODGE    )

The foregoing instrument was acknowledge before me this 25<sup>th</sup> day of April,  
2019 by Robert Missel, Chairman, Dodge County Board of Supervisors.

  
Notary Public





# Hooper Site

Write a description for your map.

## Legend

📌 Untitled Placemark

APPROX  
1 AC ± = ORANGE  
FENCED AREA = RED  
NO NEW BUILDING  
ROAD EASEMENT

Building  
EASEMENT

Untitled Placemark

1/4  
FENCE

Google Earth

© 2018 Google

300 ft

