

COMMUNITY DEVELOPMENT AGENCY PROCEEDINGS

March 8, 2023

The Community Development Agency of the City of David City, Nebraska, convened in open public session at 7:59 p.m. in the meeting room of the City Office at 490 "E" Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner Press on March 2, 2023, and an affidavit of the publisher is on file in the office of the CDA Secretary. The Community Development Agency members acknowledged advance notice of the meeting. The advance notice to the Public, and Community Development Agency members conveyed the availability of the agenda, which was kept continuously current in the office of the Secretary and was available for public inspection on the City's website. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the meeting.

Present for the meeting were: Community Development Agency Members—Jessica Miller, Tom Kobus, Kevin Woita, Bruce Meysenburg, Jim Angell, Pat Meysenburg, Community Development Agency Secretary Tami Comte, and City Attorney Michael Sands. Community Development Agency Member Keith Marvin was absent.

Also present were: Deputy Clerk Lori Matchett, Police Chief Marla Schnell, Patrick Meysenburg, David McPhillips and Jerry Kosch.

Chairman Jessica Miller informed the public of the "Open Meetings Act" posted on the west wall of the meeting room and asked those present to please silence their cell phones. She also asked that anyone addressing the Agency to introduce themselves.

CDA member Pat Meysenburg made a motion to approve the minutes of the February 8, 2023 meeting of the CDA as presented. CDA Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0, Absent: 1

CDA member Kevin Woita made a motion to approve Certificate of Payment #2 for M.E. Collins in the amount of \$132,778.31 for Northland Subdivision. CDA Member Jim Angell seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0, Absent: 1

CERTIFICATE OF PAYMENT: 2



Date of Issuance: March 8, 2023

Project: David City Northland Subdivision

Project No.: 021-08725

Contractor: M.E. Collins Contracting Co., Inc.

DETAILED ESTIMATE		
Description	Unit Price	Extension
See Attached.		
PLEASE REMIT PAYMENT TO: M.E. Collins Contracting Co., Inc.		
Value of Work Completed This Request:		\$105,020.25

Original Contract Cost:	\$1,706,228.00
Approved Change Orders:	
No. 1	\$0.00
No. 2	\$0.00
No. 3	\$0.00
Total Contract Cost:	\$1,706,228.00

Value of completed work and materials stored to date	\$330,515.61
Less retainage percentage 10%	\$33,051.56
Net amount due including this estimate	\$297,464.05
Less: Estimates previously approved:	

No. 1	\$164,885.74	No. 3	\$0.00	No. 5	\$0.00
No. 2	\$0.00	No. 4	\$0.00	No. 6	\$0.00

Total Previous Estimates: \$164,885.74

NET AMOUNT DUE THIS ESTIMATE: \$132,778.31

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of David City - Owner
 M.E. Collins Contracting Co., Inc.
 Project File

OLSSON
 By: 

Chairman Jessica Miller stated that the next item on the agenda was Resolution No. 2-2023 CDA purchasing the property located at Original Town, Block 22, Lots 1, 4, 5, 8, 9 and 12.

CDA member Bruce Meysenburg explained that the CDA was intending to purchase this ground for the development of apartments because of the housing shortage. He stated that they hope to have housing for elderly people.

David McPhillips introduced himself and stated that he was opposed to the purchase because of the free enterprise system. He explained his views on the purchase of the property.

Jerry Kosch introduced himself and stated that he agreed with David McPhillips views. Mr. Kosch then went on to become belligerent. Mr. Kosch spoke for approximately three minutes. Mr. Kosch began swearing and slamming the microphone on the podium.

Chairman Jessica Miller asked Mr. Kosch to calm down and to confine his comments to the agenda item at hand.

Mr. Kosch continued to yell and scream profanities at which point Chairman Miller asked Police Chief Schnell to escort Mr. Kosch off of the premises.

Patrick Meysenburg stated that he was glad to see the CDA was going to clean up that lot and put something useful there.

CDA member Bruce Meysenburg made a motion to pass and adopt Resolution No. 2-2023 CDA purchasing the property located at Original Town, Block 22, Lots 1, 4, 5, 8, 9 and 12. CDA Member Tom Kobus seconded the motion. The motion carried.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0, Absent: 1

RESOLUTION NO. 2-2023 CDA

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF DAVID CITY, NEBRASKA, APPROVING THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED IN THE CITY FOR REDEVELOPMENT PURPOSES, IN ACCORDANCE WITH THE REDEVELOPMENT PLAN FOR THE CENTRAL-SOUTHWESTERN REDEVELOPMENT AREA.

WHEREAS, the Mayor and City Council of the City of David City, Nebraska (the "City"), via Resolution No. 1-1999, approved and adopted a redevelopment plan (the "Plan") setting forth certain redevelopment activities and projects within the community redevelopment area referred to therein as the Central-Southwestern Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, the Plan, among other things, contemplates and authorizes the acquisition of blighted and/or vacant parcels within the Redevelopment Area for future development of new residential uses; and

WHEREAS, the Plan further contemplates and authorizes the development of vacant parcels located within the Redevelopment Area into affordable housing; and

WHEREAS, in accordance with the foregoing, the Community Development Agency of the City (the "Agency") wishes to purchase certain real property within the Redevelopment Area, commonly known as 198 West D Street (the "Property"), for the purpose of facilitating the development of affordable housing thereon; and

WHEREAS, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit A, a proposed purchase agreement by and between 4 Walls, LLC, as seller, and the Agency, as purchaser, with respect to the purchase and sale of the Property in the amount of \$115,000 (the "Purchase Agreement"); and

WHEREAS, based on the substantial evidence in the record of this proceeding, the Agency determined that its purchase of the Property for the above-described purposes is authorized under the Plan and is in the long-term best interest of the City, in that it will carry out one of the stated objectives in the Plan with respect to the Redevelopment Area via facilitating the development of affordable housing; and

WHEREAS, in accordance with the foregoing, the City wishes to enter into the Purchase Agreement and take all further actions necessary to facilitate the development of affordable housing on the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Agency, that the Purchase Agreement by and between 4 Walls, LLC, as seller, and the Agency, as purchaser, in the form presented, is hereby acknowledged and approved. The Mayor (as chairperson of the Agency) is hereby authorized to execute said Purchase Agreement in substantially the form presented but with such changes as she shall deem appropriate or necessary. The execution and delivery by the Mayor of the Purchase Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Purchase Agreement and/or related to the development of affordable housing on the Property, shall conclusively establish her authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CHAIRPERSON

ATTEST:

SECRETARY

EXHIBIT A Purchase Agreement

(See attached)

Agency Disclosure Information for Buyers and Sellers

Company Kobza Ag and Home Agent Name Laura Kobza

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered. For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

<p style="text-align: center;"><u> </u> Limited Seller's Agent</p> <ul style="list-style-type: none"> • Works for the seller • Shall not disclose any confidential information about the seller unless required by law • May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property • Must present all written offers to and from the seller in a timely manner • Must exercise reasonable skill and care for the seller and promote the seller's interests <p><u>A written agreement is required to create a seller's agency relationship</u></p>	<p style="text-align: center;"><u>Am</u> Limited Buyer's Agent</p> <ul style="list-style-type: none"> • Works for the buyer • Shall not disclose any confidential information about the buyer unless required by law • May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction • Must present all written offers to and from the buyer in a timely manner • Must exercise reasonable skill and care for the buyer and promote the buyer's interests <p><u>A written agreement is not required to create a buyer's agency relationship</u></p>
<p style="text-align: center;"><u> </u> Limited Dual Agent</p> <ul style="list-style-type: none"> • Works for both the buyer and seller • May not disclose to seller that buyer is willing to pay more than the price offered • May not disclose to buyer that seller is willing to accept less than the asking price • May not disclose the motivating factors of any client • Must exercise reasonable skill and care for both buyer and seller <p><u>A written disclosure and consent to dual agency required for all parties to the transaction</u></p>	<p style="text-align: center;"><u> </u> Customer Only (list of services provided to a customer, if any, on reverse side)</p> <ul style="list-style-type: none"> • Agent does not work for you, agent works for another party or potential party to the transaction as: <input type="checkbox"/> Limited Buyer's Agent <input type="checkbox"/> Limited Seller's Agent <input type="checkbox"/> Common Law Agent (attach addendum) • Agent may disclose confidential information that you provide agent to his or her client • Agent must disclose otherwise undisclosed adverse material facts: <ul style="list-style-type: none"> – about a property to you as a buyer/customer – about buyer's ability to financially perform the transaction to you as a seller/customer • Agent may not make substantial misrepresentation
<p><input type="checkbox"/> Common Law Agent for <input type="checkbox"/> Buyer <input type="checkbox"/> Seller (complete and attach Common Law Agency addendum)</p>	

THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

Acknowledgement of Disclosure (Including Information on back of form)

<p><u>Amicia Miller</u> <u>2-23-23</u> (Client or Customer Signature) (Date)</p>	<p>_____ _____ (Client or Customer Signature) (Date)</p>
<p><u>CDA</u> (Print Client or Customer Name)</p>	<p>_____ _____ (Print Client or Customer Name)</p>

Contact Information:

1. Agent(s) name(s) and phone number(s): **Laura Kobza 402-641-6472**

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. _____ Init. _____ Init (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

2. Team name, Team Leader name and phone number (only if applicable):
3. Managing Broker(s) name(s) and phone number(s) (only if applicable):
4. Designated Broker name, name designated broker does business under (if different), and phone number:

(Optional) Indicate types of brokerage relationships offered

(Optional, see instructions) Tasks brokerage may perform for an unrepresented customer

Client or Customer name(s): **CDA** _____ , _____

Copywired



THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
 The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association
 and as such is governed by its Code of Ethics and Rules & Regulations.

**RESIDENTIAL
 PURCHASE AGREEMENT**

Kobza Ag and Home 4170 M Road, Bellwood, NE 68624 February 23, 2023
 (Firm and address) (Contract Date)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

1. Address: 198 W D St, David City, Ne 68632
2. Legal Description: DAVID CITY LOTS 1, 4, 5, 8,9 & 12 BLK 22 ORIG TOWN

including all improvements on the real estate together with all permanently attached fixtures and equipment.

3. Personal Property. Personal property currently on the premises to be included is as follows: _____

4. Price and Financial Terms. Buyer agrees to pay \$ 115,000.00, on the following terms: an earnest money deposit of \$ 10,000.00 to be applied to the purchase price is paid herewith as shown by the receipt herein. If paid by check, it will be cashed upon acceptance. Buyer hereby requests that the earnest money be: made payable to the Selling Broker, then transferred to the Listing Broker; made payable to Selling Broker and transferred directly to Escrow Agent; made payable directly to the Escrow Agent; made payable directly to the Seller. Balance to be paid per the following paragraph(s) as checked.

4 A. Cash at Closing – No Financing Being Required: Balance of \$ \$105,000.00 shall be paid in cash, or by certified or cashier's check at a time of closing.

4 B. Contingent Upon Loan: Balance of \$ _____ shall be paid in cash, or by certified or cashier's check at the time of closing, contingent upon Buyer's ability to obtain a loan, to be secured by deed of trust, on above described Property in the amount of \$ _____. The loan shall be VA, FHA, CONVENTIONAL, P.M.I., N.I.F.A. RURAL DEVELOPMENT OR _____ with terms providing for an initial interest rate not to exceed _____% per annum, plus mortgage insurance, if required, with a term of no less than _____ years. Buyer agrees to make application for the loan within 7 calendar days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. Buyer agrees to pay all loan fees, closing costs and prepaid items required by Lender (Subject to Paragraph 4D). If the original loan application is denied, the Buyer authorizes and shall instruct the Lender to immediately notify in writing all real estate licensees involved in the transaction. Upon written notice of denial by the Lender, this Purchase Agreement shall be void and the earnest money will be refunded to Buyer (Subject to Paragraph 27) unless Seller and Buyer mutually agree in writing within five (5) calendar days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original Lender. Seller shall have the right to cancel this Agreement after closing date, unless they have received either a non-contingent loan commitment or a loan commitment with all contingencies satisfied and have agreed, in writing, to a new closing date. In the event of Seller's cancellation, the earnest money (Subject to Paragraph 27) shall be returned to the Buyer.

4 C. Assumption of Existing Loan, Seller Financing or Other Financing Terms. (See Attached Addendum).

4 D. Seller Contribution: At closing, Seller shall pay or reimburse Buyer for the payment of Buyer's loan fees, closing costs, inspection fees and/or escrow charges, and/or prepaid items as allowed by lender up to \$ _____ or _____% of purchase price.

Seller: <u>MJE / JS</u>	Buyer: <u>gm /</u>
Date: <u>2-23-23</u>	Date: <u>2-23-23</u>

4 E. Contingent on Closing: This offer is Contingent upon Buyer first obtaining the proceeds from the closing of the Buyer's Property located at _____, scheduled to close on _____. If such closing does not occur on or before such date, this offer shall be null and void and the earnest money shall be returned to the Buyer (Subject to Paragraph 27).

4 F. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Buyer's property located at: _____ (See Attached Addendum)

5. Termite and Wood Destroying Insects. If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense, with a mutually agreed upon vendor. Cost of said inspection to be paid by Seller in the event of a VA Loan. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a mutually agreed upon commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. The Buyer WILL ___ or WILL NOT ___ accept treated property. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense by a vendor mutually agreed upon. However, if the cost required for repairs exceeds 1% of the purchase price, and the Seller does not elect to pay the cost in excess of such amount, Buyer shall have the option of declaring this Agreement null and void and be entitled to full return of the earnest deposit.

6. Other Provisions. _____

7. Appraisal. This offer is _____ is not _____ subject to property appraising for purchase price or above. If property does not so appraise the Buyer may, at Buyer's option, continue to purchase the property, or declare the Agreement to be null and void, with a full return of the earnest money.

8. Inspections. (Check one)

Buyer Declines All Other Inspections: Buyer accepts the property "AS IS" with no warranties or guarantees of any kind. However, Buyer does not waive, release, or relinquish any right or claim Buyer may have by reason of any misrepresentation or fraudulent concealment by Seller. OR

Contingent on Inspection(s): This offer is Contingent upon Buyer obtaining any inspections of the real estate and personal property to be sold. All inspections are at Buyer's expense.

- Inspections, with vendor so named, are requested by Buyer:
- | | |
|--|---|
| <input type="checkbox"/> Well & Septic _____ | <input type="checkbox"/> Air Quality/Mold _____ |
| <input type="checkbox"/> Roof _____ | <input type="checkbox"/> Radon _____ |
| <input type="checkbox"/> Electrical _____ | <input type="checkbox"/> Plumbing _____ |
| <input type="checkbox"/> Structural _____ | <input type="checkbox"/> Visual Mold _____ |
| <input type="checkbox"/> Survey _____ | <input type="checkbox"/> HVAC _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Asbestos _____ |

ALL INSPECTIONS MUST BE ORDERED WITHIN 72 HOURS OF ACCEPTANCE OF PURCHASE AGREEMENT. ALL AGREED UPON RESOLUTIONS OF ANY REQUIRED REPAIRS/REPLACEMENTS SHALL BE COMPLETED ON OR BEFORE CLOSING UNLESS OTHERWISE SET OUT IN WRITING. ALL PARTIES UNDERSTAND AND AGREE THAT ANY LENDER REQUIRED REPAIRS/REPLACEMENTS SHALL TAKE PRESENDECE OVER ANY BUYER REQUESTED REPAIRS/REPLACEMENTS. ALL PARTIES AGREE THAT ANY AND ALL REPAIRS/REPLACEMENTS REQUESTED BY LENDER AND/OR BUYER SHALL BE COMPLETED BY A MUTUALLY AGREED UPON VENDOR.

Seller: <u>MJE / JS</u>	Buyer: <u>JM /</u>
Date: <u>2-23-23</u>	Date: <u>2-23-23</u>

All Repair/Replacement requests to be resolved as follows: (select one)

- A. If checked, in the event of any claim or demand by Buyer, resulting from the above requested inspection and/or any lender required repairs/replacements, the Seller shall have the option of:
1. Making said items operational or functional, agreeing to the expense in writing, or
 2. Giving the Buyer a credit for items, agreeing to the credit in writing, or
 3. Cancelling this agreement and refunding the Buyer's earnest money.

OR

- B. If checked, the Seller's total liability for any costs for replacement and/or repairs requested in any items listed in Paragraphs 6, and/or 8, shall not exceed \$ _____. Should replacement and/or repairs exceed this amount and Seller does not elect to pay the cost in excess of such amount, Buyer shall have the option of paying the excess or declaring this Agreement null and void and be entitled to a full return of the earnest money.

All inspections, requested in Paragraph 5, 6, and/or 8, shall be completed within _____ days of acceptance of the Purchase Agreement with the inspection report given to the Buyer within 2 days after the actual inspection has taken place. Buyer shall then have 3 days after receipt of the inspection report to review and notify Seller in writing of any repairs/replacements that Buyer deems necessary to bring property to safe, working condition. If Buyer does not notify Seller within the set time frame, the property shall be deemed to be acceptable to the Buyer in its present condition, and this inspection contingency is waived. Any Buyer's repair/replacement request(s) given to the Seller shall be accompanied by a copy of the inspection report. Seller's total liability limit for said repair/replacements is set out in _____ Paragraph #8 (A) OR _____ Paragraph #8 (B) of the Purchase Agreement.

9. **Condition of Property.** This Agreement is based upon Buyer's personal inspection or investigation of Property and not upon any representation or warranties of condition by Seller or any Agent involved in this transaction. If finished square footage, location of property lines, age, school district, lot size, condition of improvements, location of or inclusion in Blighted and/or Substandard city-designated areas or any other factor deemed important to Buyer's decision to purchase, Buyer acknowledges he has been advised to make independent investigation(s). Buyer agrees to accept Property in its present condition, except as provided in this Agreement.

10. **Seller Property Condition Disclosure.** Buyer acknowledges receipt of the Seller Property Condition Disclosure Statement.

11. **Lead-Based Paint Disclosure.** If checked, the house upon the property was built prior to 1978. Attached hereto is a statement, disclosure and acknowledgement regarding lead based paint which is incorporated herein by this reference.

12. **SID Disclosure.** If checked, the property is located in a Sanitary And Improvement District regulated under State Statute 31-717et seq. of the Nebraska Revised Statutes, namely Sanitary And Improvement District number _____. Buyer acknowledges and that Buyer understands I.) The property is located within a Sanitary And Improvement District; II.) Sanitary And Improvement Districts are located outside the corporate limits of any municipality; III.) Residents of Sanitary And Improvement Districts are not eligible to vote in municipal elections; and, IV.) Owners of property located within Sanitary And Improvement Districts have limited access to services provided by nearby municipalities until and unless the property is annexed by the municipality. Further disclosures are attached. [] [] (Buyers initial if checked)

13. Check here _____ **The attached Condominium Addendum is part of this Agreement.**

14. **Utilities.** Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.
 Electric Gas Water Other _____

15. **Access to Property.** Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's lender to accommodate financing.

16. **Compliance with Law.** Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors and carbon monoxide detectors.

17. **Maintenance/Repairs/Replacements.** Seller agrees to maintain the property, at Seller's cost, in its condition on the date hereof until initial delivery of possession which maintenance shall include but not be limited to: the building, heating, air conditioning, water heater, sewer, plumbing, electrical system, underground sprinkler system, personal property, lawn care and snow removal.

Seller: MJE	Buyer: AM
Date: 2-23-23	Date: 2-23-23

18. Final Walk Through. Buyer shall have the right to make a final inspection of the property prior to closing to assure that all conditions of this Agreement have been met.

19. Responsibility of Insurance and Risk of Loss. Seller shall insure the property for fire, wind, hail, explosion, water or any other cause. Risk of loss or damage to Property, prior to closing, shall be the responsibility of the Seller. If prior to closing the structure on the Property is materially damaged, Seller shall immediately notify the Buyer in writing of the damage. Buyer, at Buyer's choice may: 1) Rescind this Agreement OR 2) Take the property subject to the damage with the Seller paying to the Buyer the insurance proceeds and deductible for the restoration of the property OR 3) Amend purchase price discounted by the cost of restoration of the premises OR 4) Attempt to negotiate new terms with changes set out in writing.

20. Home Warranty Acknowledgement: Buyer has been advised of the availability of a Home Warranty, and selects the following:

Home warranty coverage declined by Buyer.
 Home warranty accepted and paid by Buyer Seller
 Plan Selected _____; Cost is not to exceed \$ _____

New Construction: New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The BROKER and its AGENTS make no warranties as to the quality of construction or materials.

21. Real Estate Taxes and Proration. All real estate taxes assessed against the real estate for the year 2022 and all prior years will be paid in full by Seller at or prior to closing. Real estate taxes for the year 2023 (together with rents, homeowner's association dues and use fees if any) will be pro-rated as of the date of X closing or _____ possession. Real estate taxes will be prorated on the basis of the County Assessor's current valuation and the most recently certified mill levy as of the date of proration. Buyer's share of such pro-rations will be accounted for at closing. Special assessments for items such as paving, curbing, sidewalks, and utilities previously constructed, now under construction or ordered to be constructed by public authority, levied, assessed or not yet assessed as of the above date will be paid by Seller at or prior to closing.

22. Closing and Possession. The closing of the sale shall be on or before the 10th day of March, 2023. Possession of Property shall be given upon closing. This Agreement shall in no manner be construed to convey the Property or to give any right of possession.

23. Title. Seller agrees to convey marketable title to Buyer by Warranty Deed or equivalent free and clear of all liens, encumbrances, special assessments levied or assessed and subject only to utility easements, restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title.

Title policy shall be ALTA basic owner's policy ALTA expanded coverage
 The cost of the title insurance shall be paid as follows:
 Title Insurance Policy paid by: (Select one) Seller Buyer Divided equally
 Lenders Policy paid by: (Select one) Seller Buyer Divided equally
 Endorsements paid by: (Select one) Seller Buyer Divided equally

Buyer selects Nebraska Title Co as the title insurance and the escrow company. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 calendar days from the date of the title commitment. If the title defects are not cured within such time frame, the Buyer may declare this Agreement null and void, and be entitled to full return of the earnest money (Subject to Paragraph 27). Special assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction or ordered to be constructed by public authority, levied, assessed or not yet assessed as of above date, will be paid by Seller at or prior to closing. The documentary stamp tax shall be paid by the Seller.

24. Escrow Closing. Buyer and Seller agree that the closing of the sale may be handled by an Escrow Agent. If so, any broker holding the earnest money or other trust funds is authorized to transfer such items to the Escrow Agent. All documents and

Seller: <u>MJE / JS</u>	Buyer: <u>AM /</u>
Date: <u>2-22-23</u>	Date: <u>2-23-23</u>

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other items received by any broker in connection with the sale shall also be transferred to the Escrow Agent. After the transfer, a broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow Agent will not be required to disburse funds, deliver or record any documents until it has received sufficient certified funds or equivalent and all terms of the Agreement have been satisfied. The Escrow Agent's fee handling the closing shall be paid as follows: Seller Buyer Divided equally If Buyer's loan is a government-regulated loan, which prohibits Buyer from paying such fees, they shall be paid by Seller.

25. Compensation. Buyer agrees to pay selling broker compensation of \$ \$1,000.00 at closing. The compensation will be collected in all cases except (a) if Buyer secures a loan to purchase the Property that does not allow Buyer to pay such compensation or (b) Buyer has previously agreed to pay selling broker fixed compensation pursuant to an agreement entered into with selling broker. If this compensation is paid by Buyer to selling broker, Seller and Buyer agree that selling broker, which may be the same as the listing broker, may collect compensation from both Seller and Buyer.

26. Electronic Signatures. It is understood and agreed that the electronic signature (including but not limited to a signature received by email or facsimile transmission) of any party to this Agreement will be a valid and effective signature for all intents and purposes of this Agreement.

27. Default, Rescission, Failure of Contingency or Termination. If Buyer defaults on the performance of this Agreement, Seller may, at Seller's option, retain the earnest money for such failure, in addition to utilizing other such legal remedies as are available to Seller by reason of such failure. Upon default by Seller, Buyer may likewise pursue any available legal remedies against Seller. If this Agreement is void by failure of contingency or is rescinded or terminated by either party without fault as allowed hereby, each party shall bear their costs and the earnest money shall be refunded to the Buyer.

28. Do Not Call Provisions. Seller and Buyer authorize telephone, facsimile and other electronic means of contact by individuals on behalf of the Seller's broker and Buyer's broker, if different, as well as other service providers in the transaction, after closing date.

29. Addenda. The attached addenda shall be made a part of the Purchase Agreement (List Addenda) _____

30. Acceptance Date. This offer shall expire on February 24, 2023 (date) at 12:00 PM o'clock, (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless prior to the time of expiration, Seller's written acceptance is delivered to the Buyer's limited agent or their Broker's office or the Buyer.

31. Entire Agreement. This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein by reference. This Agreement may be modified only in writing, signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed. "Buyer" shall be one or more. "Seller" shall be one or more. Whenever required by context, singular shall include the plural, the plural the singular, and one gender shall include all genders. Time is of the essence in this Agreement.

32. Authority to Sign. The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. Seller represents all parties required to transfer title to the Property are parties to this contract. Buyer reserves the right to withdraw this Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Seller's Limited Agent or Broker of the Seller's Limited Agent or the Seller before delivery of Seller's written acceptance.

BUYER Jessica Miller DATE 2-23-23
CDA

BUYER _____ DATE _____

NAMES FOR DEED: _____

Check one: JTWR0S Tenants-in-common Other _____

Seller: MSE / JS Buyer: JM /
Date: 2-23-23 Date: 2-23-23

RECEIPT FOR EARNEST MONEY. Check made payable to: Kobza Ag and Home Trust Acct

RECEIVED FROM: _____ the sum of \$ 10,000.00 by

personal check cash cashier's check money order other _____ to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller within the time specified herein, the Earnest Money shall be refunded to the Buyer. If made payable directly to Escrow Agent, said Earnest Money shall be delivered and deposited to Escrow Agent's trust account within 72 hours of acceptance with verification sent to the Listing Broker and Selling Broker immediately.

Kobza Ag and Home REALTORS® By: *Laura Kobza*
 LAURA KOBZA

AGENCY:
 Buyer's Limited Agent is: Laura Kobza of Kobza Ag and Home
 Seller's Limited Agent is: _____ of _____

Complete **only one** of A, B or C below:

A. **Acceptance of All Terms:** Seller accepts all of the terms of the above Agreement and agrees to perform all of its terms.
 SELLER *Marta Ent* DATE 2-23-23

SELLER *[Signature]* DATE 2-23-23

B. **Rejection:** The foregoing offer is rejected.
 SELLER _____ DATE _____

SELLER _____ DATE _____

C. **Counter Offer #1 By Seller:** In response to the above Purchase Agreement dated _____ for the sale of the Property, all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following: _____

This Counter Offer shall expire _____ (date), at _____ o'clock a.m. p.m. (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to the Seller's Limited Agent or their Broker's office or the Seller. If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties. Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller _____ Date _____ Seller _____ Date _____

Buyer Does: accept reject this Counter Offer _____ (date), at _____ o'clock A.M. P.M.

Buyer _____ Date _____ Buyer _____ Date _____

Seller: *ME / JA* Buyer: *AM /*
 Date: 2-23-23 Date: 2-23-23

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT			
All parties acknowledge receipt of executed copy of this Agreement.			
<u>Amscia Miller</u> Buyer CDA	<u>2-23-23</u> Date	_____	_____
<u>Martin Ernst</u> Seller Martin Ernst	<u>2-23-23</u> Date	<u>JS</u> Seller Jason Smejkal	<u>2-23-23</u> Date

Residential Purchase Agreement Revision 12 (twelve) FINAL 4/21/22.docx

Seller: <u>ME</u>	Buyer: <u>AM</u>
Date: <u>2-23-23</u>	Date: <u>2-23-23</u>

CDA member Pat Meysenburg made a motion to adjourn. CDA Member Jim Angell seconded the motion. The motion carried and Chairman Jessica Miller declared the meeting adjourned at 8:15 p.m.

Jim Angell: Yea, Tom Kobus: Yea, Keith Marvin: Absent, Bruce Meysenburg: Yea, Pat Meysenburg: Yea, Jessica Miller: Yea, Kevin Woita: Yea
Yea: 6, Nay: 0, Absent: 1

Secretary Tami Comte