

1717 Bid Sheet

Bid Sheet

Property

1717 Buffalo and Phelps County

est 180 acres

Bids will be placed in a sealed, separate envelope marked “**BUFFALO AND PHELPS COUNTY TRACT 1717**” and must include the Bidders name, contact person, address and phone number clearly visible on the exterior of the envelope.

All bids must be mailed, or hand delivered to:

Platte River Recovery Implementation Program
C/O Bruce Sackett
4111 4th Avenue
Suite 6
Kearney, NE 68845

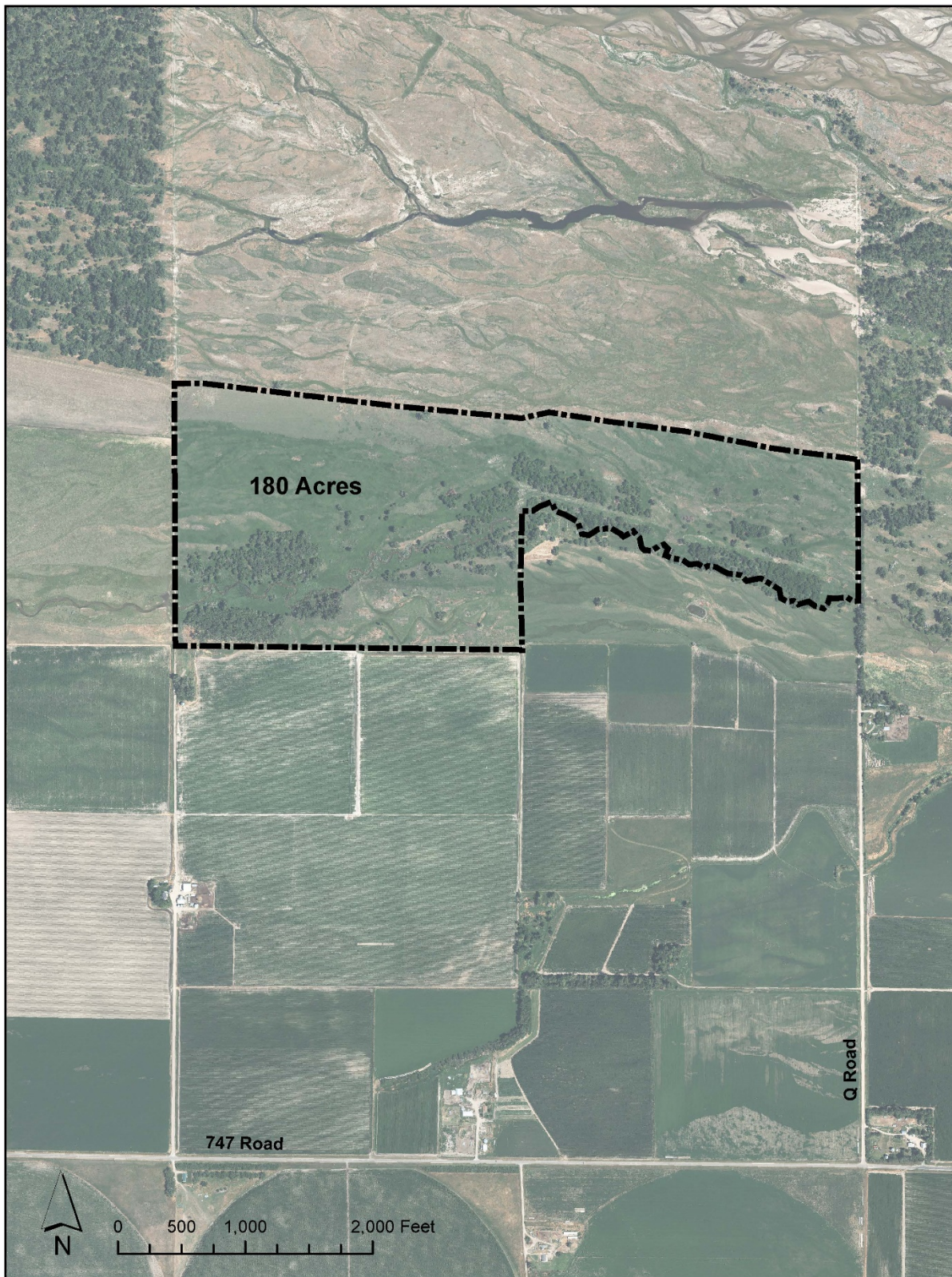
Opportunity date to inspect property **1717 is Thursday May 3, 2018 from 10:00 a.m. to 12:00 noon.** Staff will provide access but verbal discussions about land values during inspections are not allowed. Any clarifying discussions may be converted to writing and posted to the PRRIP website for all potential bidders to read and review along with the answers.

Bids must be received no later than **12:00 NOON, MAY 14, 2018.** Late bids will not be accepted. Faxed bids will not be accepted. Bids will be opened by the Platte River Recovery Implementation Program's Governance Committee at the earliest possible date following the close of bidding. It is anticipated that the GC will take action within 30 days of bid closing.

Bids may be modified or withdrawn utilizing the Bid Withdrawal Sheet and delivered to the place where Bids are to be submitted. This must occur prior to the Bid due date of 12:00 noon, May 14, 2018 as called for in this Advertisement for Bids. Bids cannot be withdrawn or modified after the bid due date.

Electronic copies of this bid form, as well as questions and answers related to this bid, are located on the PRRIP website at <https://www.platteriverprogram.org/Contractors/Pages/OpenBiddingInvites.aspx>.

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Excess Land Public Auction Bidding Instructions

1. Follow instructions and fill in bid sheet completely. Blank items in the bid sheet may void the bid.
2. Sign the bid sheet.
3. No bids will be considered without a signature.
4. Fill out the bid sheet completely. Sign the bid sheet and mail or hand-deliver the signed bid sheet to the provided address. Bids should be placed in a sealed, separate envelope marked “**BUFFALO AND PHELPS COUNTY TRACT 1717**” and must include the Bidders name, contact person, address and phone number clearly visible on the exterior of the envelope. If bidding on more than one tract, bids must be sealed separately and marked as instructed.
5. All bids will be reviewed by the Governance Committee (GC) of the Platte River Recovery Implementation Program (PRRIP).
6. Opportunities to withdraw a bid prior to the bid closing date are available by using the bid withdrawal form and must be delivered to the supplied address before closing of bids.
7. All bids remain subject to acceptance until final action is taken by the GC.
8. The final acceptance of a bid is up to the GC. The GC reserves the right to reject any or all bids or to waive any informality or technicality in any bid at their sole discretion.
9. All bids remain subject to acceptance until final action is taken by the GC. We anticipate that this process will take 30 days. No notification will be made to unsuccessful bidders.
10. Contracts of sale are included in this document for your information and should not be included in the bid submission. These contracts will be used to sell the properties.
11. After the winning bidder has been notified, payment of down money will be required to be submitted along with the signed contract of sale. The down payment amount shall be determined as per the contract of sale.
12. All correspondence with prospective bidders will be in writing through mail or email. There will be no verbal correspondence. All questions and answers will be posted to the PRRIP website for review. Send questions to the following location:
Bruce Sackett
sackettb@headwaterscorp.com
4111 4th Avenue
Suite 6
Kearney, NE 68845
13. Title company or companies will be prescribed within the contract of sale.
14. Property will be sold subject to a final survey completed with the cost completely being borne by seller. Final dollar adjustments will be calculated by multiplying your per acre bid price by the final acres of land surveyed.
15. All maps, photographs, aerial pictures are used only for illustration purposes and should not be relied on for fine details.
16. Opportunity date to inspect property **1717 is Thursday May 3, 2018 from 10:00 a.m. to 12:00 noon**. Staff will provide access but verbal discussions about land values during inspections are not allowed. Any clarifying discussions may be converted to writing and posted to the PRRIP website for all potential bidders to read and review along with the answers.
17. All 2017 land taxes due in 2018 and prior years are paid. Buyer is responsible for all future land taxes starting with the 2018 due in 2019. Present taxes are about \$2,641.52.
18. The tract has no current leases.

Occupancy of the property is available immediately following closing and final payment completion subject to any additional terms within the contract of sale.

Which property are you bidding on? **1717**

For purposes of your bid, you will bid on about **180** acres of property.

How much **per acre** are you bidding? _____

Final purchase price will be based on final survey acres.

Print your name: _____

Your address: _____

Your email: _____

Phone number to contact: _____

The name the property will be transferred to in fee:

Address associated with entity holding title:

Date: _____

Print name of individual signing: _____

Capacity of individual signing: _____

Signature: _____

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO by and between **Platte River Recovery Implementation Foundation, Trustee**, a Nebraska Nonprofit Corporation (hereinafter called "**Seller**"), and _____
(hereinafter called the "**Buyer**", whether one or more).

WITNESSETH THAT:

The **Seller** hereby agrees to sell and convey to the **Buyer** and the **Buyer** agrees to purchase from the **Seller** the following described real estate (hereinafter called the "Property"):

A certain tract of real estate located in Section ____, Township __ North, Range __ West of the 6th P.M., _____ County, Nebraska, containing approximately _____ acres, more or less, to be more specifically described in a survey that is being prepared by a licensed surveyor hired and paid for by the Seller;

together with all mineral rights of the **Seller**, all water rights, certifications, appropriations, and allocations appurtenant thereto, all easements and appurtenances relating thereto, and improvements located thereon, and subject to all easements and restrictions of record upon the following terms and conditions:

1. **PURCHASE PRICE.** As purchase price for the Property, the **Buyer** agrees to pay to the **Seller** and the **Seller** agrees to accept from the **Buyer** the sum of _____ Dollars (\$ _____). The purchase price shall be paid in the following manner:

(a) The down payment sum of twenty percent (20%) of the purchase price shall be paid by the **Buyer** at the time of the execution and delivery of this Agreement to the **Seller**. At the time of closure said sum will be applied toward the purchase price.

(b) The balance of the purchase price, being eighty percent (80%) of the purchase price, shall be paid by cashier's check or other guaranteed funds upon closure.

2. **POSSESSION.** The **Buyer** shall be entitled to possession of the Property being sold hereunder upon closure.

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3. **CLOSURE.** The date of closing on this Agreement shall be on or before thirty (30) days after the execution and delivery of this Agreement to the **Seller**, except that if it is necessary for the **Seller** to cure defects in title to the Property, as provided in Paragraph 5 of this Agreement, then the date of closing shall be within five (5) days after such defects are cured. The closing shall be at the office of Barney Abstract, Title & Escrow Co., 2222 2nd Avenue, Suite 100, Kearney, Nebraska 68847.

4. **DEED.** The **Seller** agrees to convey the Property being sold hereunder by Corporation Special Warranty Deed to the **Buyer** free and clear of all liens and encumbrances except Permitted Exceptions (defined in Paragraph 5 below). The **Seller** agrees that on or before the date of closing, the **Seller** shall, at the **Seller's** own cost and expense, execute said Corporation Special Warranty Deed and deliver the same to the **Buyer**.

5. **TITLE.** The **Buyer** shall obtain, at least seven (7) days prior to closing, a commitment from a title insurance company of **Buyer's** choice for the issuance of a standard owner's and, if appropriate, lender's policy of title insurance, said commitment showing marketable title in the **Seller**, subject to Permitted Exceptions. As used in this Agreement, the term "Permitted Exceptions" shall mean: (a) real estate taxes for the calendar year 2018 and all subsequent years; (b) matters caused by an action or intentional inaction of the **Buyer**; and (c) all matters listed in the title commitment as either exceptions or exclusions, all matters which an accurate survey might reveal if obtained by the **Buyer**, and any other matters of record not objected to, or waived, by the **Buyer**. The cost of the owner's title insurance policy shall be paid one-half (½) by the **Seller** and one-half (½) by the **Buyer**. The cost of any endorsements requested by the **Buyer** and the lender's title insurance policy, if any, shall be paid by the **Buyer**. In the event that the **Seller** does not have marketable title, the **Seller** shall have a reasonable time not to exceed thirty (30) days in which to cure the defects in title after the **Seller** has been notified thereof by the **Buyer** and the closing date shall be advanced accordingly as provided in Paragraph 3 of this Agreement. Notwithstanding the foregoing, the **Seller** shall not be obligated to correct or cure any defects in title under this Agreement. If the **Seller** shall be unable

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or unwilling to cure the defects in title within the time provided, this Agreement shall be terminated and any payment made hereunder shall be returned to the **Buyer** and all obligations or liabilities hereunder of either party hereto shall cease.

6. **TAXES.** The **Seller** shall pay all real estate taxes on the Property being sold hereunder that are due for the calendar year 2017 and that become delinquent in 2018, and all prior years taxes. All such taxes that become due for the year 2018 and that become delinquent in 2019, and all subsequent years taxes shall be paid by the **Buyer**.

7. **RISK OF LOSS.** Risk of loss or damage to the Property being sold hereunder shall remain on the **Seller** until the date of closing and shall pass to the **Buyer** at the time of closing.

8. **SELLER'S REMEDIES ON BUYER'S DEFAULT.** In the event that the **Buyer** refuses or fails to consummate this purchase, the **Seller**, at the **Seller's** option, may retain all or any part of the down payment as liquidated damages for such refusal or failure, or utilize such other legal or equitable remedies as are available to the **Seller** by reason of such refusal or failure.

9. **BUYER'S REMEDIES ON SELLER'S DEFAULT.** In the event the **Seller** refuses or fails to consummate this Agreement, the **Buyer** may pursue any remedies provided by law or equity including, but not limited to, the enforcement of the terms and conditions of this Agreement by specific performance.

10. **REPRESENTATIONS.** The **Buyer** has personally inspected the Property and enters into this agreement solely on the basis of the **Buyer's** own visual inspection and investigation of the same and accepts the same in the exact condition in which they now are, and makes this agreement relying upon no representation or warranties of the **Seller**, other than such as are set forth herein.

11. **EXPENSES.** The parties agree that the expenses not identified herein in connection with the sale and purchase of this Property will be divided as follows:

(a) The expenses for releasing of the mortgage or other liens on the Property, title corrections, documentary stamp tax, and fees of the **Seller's** attorney shall be paid by the **Seller**.

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(b) The expenses of any loan appraisal fee and credit report, loan origination fees and discount points, mortgage insurance, fees of the **Buyer's** attorney, recording of the Special Warranty Deed and the lender's deed of trust or mortgage shall be paid by the **Buyer**.

(c) All fees and expenses for the closing agent shall be paid one-half (½) by each party.

12. **LIKE-KIND EXCHANGE.** If applicable, the **Buyer** does not intend to liquidate their real estate holding of another parcel of real estate but intends to remain invested in substitute real estate for use in their trade or business or for investment. The **Buyer**, in order to effect a delayed tax deferred exchange under §1031 of the Internal Revenue Code of 1986, as amended, designates _____, as Accommodator and hereby authorizes the Accommodator to take all actions necessary for the **Buyer** to effect a delayed tax free exchange. The **Seller** agrees to cooperate with the **Buyer** and to execute and deliver any and all documents and take such other action as may be necessary to effectuate for the **Buyer** a tax deferred exchange transaction under said §1031, to the extent that doing so does not result in any additional expense to the **Seller** or delay closing of the transaction.

13. **BROKERAGE FEES.** Each party represents and warrants that no broker has been employed by either of them in connection with this Agreement and the Property subject hereto, and each party agrees to indemnify and hold harmless the other from any claims for brokerage fees or other commissions which may be made against a party by any person claiming to be entitled to a fee or commission because of a contract with the other party.

14. **BENEFITS.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

15. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties regarding the subject matter hereof. This Agreement shall not be modified, amended, altered or changed except by a written document agreed to and signed by the parties hereto.

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16. **SURVIVAL.** All agreements, covenants, undertakings, representations, and warranties of the **Seller** and the **Buyer** extended hereunder shall be deemed to continue and survive closing hereunder.

17. **TIME OF ESSENCE.** Time is of the essence of this contract and in the performance hereunder of the respective obligations of the parties.

18. **INVALIDITY.** Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the remainder of this Agreement.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

20. **COUNTERPARTS.** This Agreement may be executed in any one or number of counterparts, each of which shall be deemed an original and which, together, shall constitute one and the same instrument.

21. **COPIES AND/OR FACSIMILES.** A facsimile or photocopy of a properly executed counterpart of this Agreement shall be as legally binding and valid as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth hereinafter.

SELLER:
**Platte River Recovery Implementation
Foundation, Trustee, a Nebraska
Nonprofit Corporation**

BUYER:

By: _____
Diane M. Wilson, Executive Director
Dated: _____, 2018

Dated: _____, 2018 (print name)

Dated: _____, 2018 (print name)

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STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The above instrument was acknowledged before me on _____, 2018, by
Diane M. Wilson, Executive Director of the **Platte River Recovery Implementation Foundation**,
Trustee, a Nebraska Nonprofit Corporation, on behalf of the Corporation.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

The foregoing instrument was acknowledged before me on _____, 2018, by
_____.

Notary Public

Bid Withdrawal Sheet

Bid Withdrawal Sheet

Printed Name: _____

Your address: _____

Your email: _____

Phone number to contact: _____

Which property are you withdrawing your bid on? **1717**

Date: _____

Print name of individual signing:

Capacity of individual signing: _____

Signature: _____