

DRAFT

RESOLUTION NO. R25-60

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOT PURCHASE AGREEMENT WITH K HERMAN DEVELOPMENT, LLC., IN ACCORDANCE WITH THE "REDEVELOPMENT PLAN FOR THE 8TH STREET RESIDENTIAL SUBDIVISION REDEVELOPMENT PROJECT".

WHEREAS, the Mayor and City Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled, "Redevelopment Plan for the 8th Street Residential Subdivision Redevelopment Project" (the "Plan"); and

WHEREAS, the Plan expressly authorizes and intends for the Community Development Agency of the City (the "Agency") to sell portions of the project site set forth in the Plan to third-party private developers for the purpose of carrying out the construction of private residential improvements thereon; and

WHEREAS, in accordance therewith, the Agency wishes to enter into a purchase and sale agreement with K Herman Development, LLC for a portion of the project site; and

WHEREAS, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of such agreement (the "Lot Purchase Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City, as the governing body of the Agency, that the Lot Purchase Agreement by and between K Herman Development, LLC., and the Agency, in the form presented, is hereby acknowledged and approved. The Agency Chairperson (Mayor) and Secretary (City Clerk) are hereby authorized to execute said Lot Purchase Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Mayor and City Clerk of the Lot Purchase Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Lot Purchase Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CHAIRPERSON (MAYOR)

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael Sandoz", is written over a horizontal line.

SECRETARY (CITY CLERK)

SPECIAL CITY ATTORNEY

EXHIBIT "A"
Lot Purchase Agreement

(See attached)

LOT PURCHASE AGREEMENT
(Vitality Village Subdivision)

THIS LOT PURCHASE AGREEMENT (this "**Agreement**") is made and entered into effective as of this ____ day of _____, 2025 (the "**Effective Date**"), by and between the **Community Development Agency of the City of Columbus, Nebraska ("Seller")**, and **Progressive Property Inspections, LLC**, a Nebraska limited liability company ("**Buyer**"). Seller and Buyer are each a "**Party**" and collectively the "**Parties**" hereto.

RECITALS

A. Seller is the owner of a certain tract or tracts of real estate located in the City of Columbus, Platte County, Nebraska, generally depicted on the plat attached hereto and incorporated herein as **Exhibit A** (the "**Plat**"), with such tracts comprising a subdivision commonly known as Vitality Village Subdivision (the "**Subdivision**")

B. Seller wishes to sell and Buyer wishes to purchase certain lot(s) within the Subdivision, as depicted and described on **Exhibit B**, attached hereto and incorporated herein (the "**Property**"), 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 agree as follows:

1. **Property.** Subject to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the Property, together with all improvements and fixtures thereon, and all privileges, easements and appurtenances pertaining thereto including all right, title and interest in, adjacent streets, alleys, or rights-of-way.

2. **Purchase Price and Allocation.** Buyer shall pay to Seller for the purchase of the Property the sum of One Hundred Seventy-Four Thousand Four Hundred-Twenty & 00/100 Dollars (\$174,420.00) (the "**Purchase Price**"). The Purchase Price shall be paid to Escrow Agent (defined below), for the benefit of Seller, by cash, certified or cashier's check or by wire transfer, as follows:

(a) Within three (3) business days following the Effective Date of this Agreement, the sum of Eight Thousand Seven Hundred-Twenty-One & 00/100 Dollars (\$8,721.00) (the "**Earnest Deposit**");

(b) At the closing of the purchase contemplated by this Agreement (the "**Closing**"), the balance of the Purchase Price, after credit of the Earnest Deposit and such other prorations, adjustments, and costs, as described in this Agreement; and

(c) The Earnest Deposit shall be held by Escrow Agent in an interest-bearing account until Closing. At Closing, Escrow Agent shall apply the Earnest Deposit and all interest

earned thereon to the Purchase Price. If Closing does not occur, interest shall be paid to the Party entitled to receive the Earnest Deposit according to the terms of this Agreement.

For purposes of this Agreement, the Parties designate Omni Title, c/o Angela Miller, 2654 33rd Ave, Columbus, NE 68601, as the title company and escrow agent for this transaction (collectively, the "**Escrow Agent**").

3. **Approval of Improvement Plans; Contingency and Diligence Period.** The Parties acknowledge and agree that the purchase and sale of the Property is contingent upon Seller's approval, as "Declarant" under the CCREs (defined below), within forty (40) days of the Effective Date (such time period being referred to hereafter as the "**Contingency and Diligence Period**"), of Buyer's plans and specifications for Buyer's proposed improvements on the Property, in accordance with the terms of the CCREs (the "**Improvement Plans**"). Buyer shall submit its Improvement Plans to Seller no later than twenty-five (25) days after the Effective Date. Upon Seller's timely submission of the Improvement Plans, Seller shall provide Buyer with notice of its acceptance or rejection of the Improvement Plans, as applicable and in Seller's sole discretion, prior to expiration of the Contingency and Diligence Period. If Seller rejects the Improvement Plans submitted by Buyer, then: (i) Buyer may terminate this Agreement by written notice to Seller and Escrow Agent, and the Earnest Deposit shall be refunded to Buyer; or (ii) the Parties may mutually agree, in writing, to extend the Contingency and Diligence Period to provide for Buyer's resubmittal of updated Improvement Plans. If Seller approves the Improvement Plans prior to the expiration of the Contingency and Diligence Period, Buyer may, in its discretion via written notice to Seller, elect to waive the remaining portion of the Contingency and Diligence Period, in which case the Contingency and Diligence Period shall be deemed expired as of the date Buyer tenders such written election to Seller, and the Parties shall proceed to Closing in accordance with Section 4, below.

4. **Closing.** The Closing shall take place at the office of Escrow Agent, or such other place as mutually agreed upon by the Parties, five (5) days after the expiration of the Contingency and Diligence Period (the "**Closing Date**"), or sooner, in the event the Parties mutually agree. Notwithstanding anything herein to the Contrary, the Parties may, at any time via mutual written agreement, agree to terminate the Contingency and Diligence Period early and proceed to Closing.

(a) At the Closing, Seller shall:

(i) Deliver to Escrow Agent a duly executed and acknowledged special warranty deed ("**Deed**"), conveying marketable title in fee simple to the Property, free and clear of all liens and encumbrances, but subject to Permitted Exceptions;

(ii) Deliver to Escrow Agent a non-foreign person affidavit; and

(iii) Deliver to Escrow Agent all other Seller documents reasonably necessary to close this transaction in accordance with its terms and conditions and such other documents as are reasonably required by the Escrow Agent to be furnished by Seller, in form and content acceptable to Seller.

(b) At the Closing, Buyer shall:

(i) Pay the Purchase Price after crediting Closing adjustments, as may be provided for herein; and

(ii) Deliver to Escrow Agent all other Buyer documents reasonably necessary to close this transaction in accordance with its terms and conditions and such other documents as are reasonably required by the Escrow Agent to be furnished by Buyer, in form and content acceptable to Escrow Agent and Seller.

5. **Brokers' Fees.** Seller and Buyer each represent and warrant to one another that it has not engaged a real estate broker, and no broker fees or commissions are payable with respect to the transaction contemplated under this Agreement. Each Party hereby indemnifies and agrees to hold the other harmless from and against any liability for broker fees or commissions resulting from the transaction contemplated under this Agreement and arising by, through or under the indemnifying Party. The indemnities in this Section shall survive the Closing.

6. **Possession.** Seller shall deliver possession of the Property to Buyer upon the conclusion of the Closing.

7. **Expenses; Prorations.**

(a) **Seller's Expenses.** Seller shall pay all costs of preparation of the Deed, all of Seller's attorneys' fees, and all other expenses stipulated to be paid by Seller under other provisions of this Agreement;

(b) **Buyer's Expenses.** Buyer shall pay all documentary stamp taxes, the full cost of the owner's policy for title insurance (the "**Title Insurance Policy**"), all costs of any endorsements to the Title Insurance Policy, all costs of any escrow or Closing fees, all costs of recording the Deed, all costs of surveying, feasibility inspections, or environmental assessments, all of Buyer's attorneys' fees, and all other expenses stipulated to be paid by Buyer under other provisions of this Agreement;

(c) **Real Estate Taxes and Special Assessments.** General real estate taxes that become delinquent in the year Closing occurs shall be treated as current taxes and shall be prorated as of the Closing Date. Seller shall pay or cause to be paid all special assessments against the Property for public improvements levied prior to the Closing Date. Buyer assumes the obligation to pay all special assessments against the Property for public improvements levied on or after the Closing Date

8. **Due Diligence and Conditions to Buyer's Obligation to Close.** Buyer's obligation to purchase the Property is subject to Buyer's reasonable satisfaction or waiver of the following conditions prior to expiration of the Contingency and Diligence Period:

(a) Survey. During the Contingency and Diligence Period, Buyer may cause an ALTA/NSPS land title survey of the Property (the "**Survey**") to be prepared by a registered surveyor, at Buyer's cost.

(b) Title. Buyer shall order from Escrow Agent, within ten (10) days after the Effective Date, a commitment for the Title Insurance Policy to Buyer in the amount of the Purchase Price (the "**Title Commitment**"). In the event the Title Commitment or Survey shows any defect(s) not reasonably acceptable to Buyer, Buyer shall have until the twenty-fifth (25th) day after the Effective Date to object to such defect(s) in writing to Seller (the "**Title and Survey Objections**"). If Buyer makes such Title and Survey Objections in a timely manner, Seller, in Seller's sole discretion, may elect to cure such Title and Survey Objections or do nothing. If Seller fails to respond within ten (10) days of Seller's receipt of the Title and Survey Objections, then Seller shall be deemed to have elected not to cure such Title and Survey Objections. Based on Seller's response, or deemed response to the Title and Survey Objections, Buyer may elect within five (5) days thereafter to either: (i) waive such Title and Survey Objections and proceed to Closing; or (ii) terminate this Agreement by written notice to Seller and Escrow Agent, and the Earnest Deposit shall be refunded to Buyer. Any matters in the Title Commitment and Survey, except those that Seller agreed in writing to cure, shall be deemed "**Permitted Exceptions**" for purposes of this Agreement. Buyer's failure to terminate this Agreement as provided in this Section shall be deemed an election by Buyer to waive such Title and Survey Objections and proceed to Closing. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Buyer acknowledges and accepts that Seller recorded those certain: (i) covenants, conditions, restrictions, and easements upon the Subdivision, recorded at Book 258, Page 477, on November 5, 2024, in the land records of Platte County, Nebraska (the "**CCREs**"), and (ii) affordability covenants upon the Subdivision, recorded at Book 258, Page 509, on November 5, 2024, in the land records of Platte County, Nebraska (the "**Affordability Covenants**"). In accordance therewith, Buyer acknowledges it has been provided the opportunity to review the CCREs and Affordability Covenants prior to entering into this Agreement; and agrees that the CCREs and Affordability Covenants shall constitute Permitted Exceptions, and Buyer shall not be permitted to object the same as part of its Title and Survey Objections under this Section 8.

(c) Feasibility. Buyer shall have until the expiration of the Contingency and Diligence Period to conduct, at Buyer's cost, any and all environmental, physical, engineering, zoning and feasibility studies, and tests (collectively, "**Inspections**") with respect to the Property, to determine whether or not the condition of the Property is reasonably acceptable to Buyer. With twenty-four (24) hours' prior notice to Seller in each instance, Buyer and its representatives may enter onto the Property at reasonable times to make such Inspections. All Inspections shall be at the sole expense and risk of Buyer and shall not interfere with Seller's, or its tenants', if any, use and operation on the Property. Buyer shall indemnify Seller and hold Seller harmless from and against any and all costs, claims or expenses arising out of the failure of Buyer and its representatives to promptly pay for the costs and expenses of the Inspections, or any injury or damage to persons or property during or as a result of the Inspections. Buyer shall promptly repair any and all damage caused as a result of the Inspections. If in Buyer's reasonable judgment, such surveys, studies, samples, inspections, investigations, appraisals or other tests are inadequate, indicate that the Property is unsuitable for Buyer's use, or cannot be purchased by

Buyer, then Buyer may terminate this Agreement by written notice to Seller prior to the expiration of the Contingency and Diligence Period. Buyer's failure to terminate this Agreement as provided in this Section shall be deemed an election by Buyer to waive this contingency and proceed to Closing.

9. **Default.** Unless otherwise provided in this Agreement, if Seller fails to materially comply with any obligation or duty set forth herein, and fails to cure the same within fifteen (15) days of written notice from Buyer to Seller, then Buyer may terminate this Agreement and the Earnest Deposit shall be returned to Buyer. Return of the Earnest Deposit shall be Buyer's sole and exclusive remedy. In the event Buyer fails to comply with any obligation or duty set forth in this Agreement, then Seller may pursue any remedy available to Seller at law or in equity, including, without limitation, specific performance of this Agreement, or, Seller may terminate this Agreement and retain the Earnest Deposit as liquidated damages.

10. **Representations of Buyer.** Buyer hereby represents to Seller as of the Effective Date, to be recertified at Closing:

(a) Buyer is duly authorized to execute and perform this Agreement, and such execution and performance will not violate any law, rule, judgment, regulation, order, writ, injunction or decree of any court or governmental or quasi-governmental entity with jurisdiction over the Buyer, which would prevent Buyer from performing its obligations pursuant to this Agreement;

(b) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or other action under federal or state bankruptcy laws is pending against or contemplated by Buyer;

(c) Buyer shall use and develop the Property in accordance with the CCREs, Affordability Covenants, and the approved Improvement Plans;

(d) Buyer shall not take, or fail to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Buyer contained in this Agreement;

(e) Buyer will submit its Improvement Plans to Seller within twenty-five (25) days of the Effective Date; and

(f) Buyer shall execute and deliver such documents as are necessary to effectuate any of the agreements or obligations of Buyer hereunder.

If any representation above is found by Seller to become untrue and is not remedied by Buyer prior to the Closing Date, Seller may: (i) terminate this Agreement, in which event neither Party shall have any further rights or obligations pursuant to this Agreement, and Seller shall retain the Earnest Deposit as

liquidated damages; or (ii) waive its objections and proceed to Closing. The representations in this Section shall survive Closing.

11. **Representations of Seller.** To the best of Seller's actual knowledge, Seller hereby represents to Buyer as follows:

(a) There are no parties in possession of the Property, or any part thereof, as lessees, sublessees, or trespassers;

(b) There is no pending or threatened condemnation affecting the Property, or any part thereof;

(c) Seller is duly formed and is authorized and empowered to execute this Agreement and to sell the Property;

(d) There are and will be no unrecorded liens or Uniform Commercial Code liens created by Seller against any of the Property which will not be satisfied out of the Purchase Price or from other funds of Seller at or prior to Closing;

(e) Seller shall not further encumber the title to the Property without the prior written consent of Buyer;

(f) There are no service contracts or other contracts that will affect the Property after Closing;

(g) Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities;

(h) Seller shall not take, or fail to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Seller contained in this Agreement; and

(i) Seller shall execute such documents as are necessary to effectuate any of the agreements or obligations of Seller hereunder.

If any representation above is found by Buyer, prior to Closing, to become materially untrue and is not remedied by Seller prior to Closing, Buyer may: (i) terminate this Agreement, in which event neither Party shall have any further rights or obligations pursuant to this Agreement, other than those that

specifically survive termination, and the Earnest Deposit shall be returned to Buyer, or (ii) waive its objections and proceed to Closing.

12. **As Is, Where Is.** THE PROPERTY IS BEING SOLD IN “AS IS, WHERE IS” CONDITION AND “WITH ALL FAULTS” AS OF THE DATE OF THIS AGREEMENT AND OF CLOSING. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY PARTNER, MEMBER, OFFICER, PERSON, FIRM, AGENT, ATTORNEY OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO (I) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY; (II) THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING OR DEVELOPMENT CODES); (III) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (IV) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; OR (V) WHETHER THE PROPERTY CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED INTO THIS AGREEMENT, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THIS AGREEMENT HAS BEEN ENTERED INTO WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT. THE AGREEMENTS IN THIS SECTION SHALL SURVIVE CLOSING.

13. **Condemnation.** If prior to Closing, condemnation proceedings are commenced against all or a portion of the Property, which materially and adversely affect access thereto in Buyer's sole judgment, Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of condemnation proceedings in which event neither party shall have any further rights or obligations pursuant to this Agreement except those obligations that are specifically to survive termination. If this Agreement is so terminated, the Earnest Deposit shall be refunded to Buyer. If not so terminated, Buyer shall close this Agreement without adjustment to the Purchase Price and Buyer shall have the right to appear in and defend such condemnation proceedings, whether occurring or completed prior to or after Closing, and any award in condemnation relating to the Property shall become the Property of Buyer. Any condemnation award or payment in lieu of such condemnation proceedings made to Seller prior to Closing shall reduce the Purchase Price by the amount of such award. Seller shall not accept any payment or award in lieu of condemnation proceedings without Buyer's prior written consent.

14. **Casualty Loss.** Risk of loss by damage or destruction to the Property prior to the Closing shall be borne by Seller. In the event of material loss to the Property prior to closing, Buyer shall

have the option to terminate this Agreement and receive a refund of the Earnest Deposit or to proceed with Closing.

15. **Confidentiality.** Seller and Buyer agree that this Agreement and all property condition reports, environmental reports and financial information regarding the Subdivision and Property are confidential and, prior to Closing, shall not be disclosed to any person other than Buyer's lenders, equity partners, accountants, legal counsel, representatives and other consultants of Buyer, on a need-to-know basis, who agree to maintain the confidentiality of such information. Buyer agrees not to use or allow to be used any such information for any purpose other than to determine whether to proceed with the contemplated purchase, or if same is consummated, in connection with the operation of the Property post-Closing. Buyer shall not cause any press releases or public disclosure of this transaction. Notwithstanding any other term of this Agreement, the obligations of this Section shall survive Closing or the termination of this Agreement. Further, notwithstanding any other term of this Agreement, in the event Buyer breaches the terms or conditions of this Section, Seller may seek any appropriate remedy at law or in equity, including, without limitation, seeking actual proven damages caused as a result of such breach by Buyer.

16. **1031 Exchange.** Buyer and Seller acknowledge that each may qualify this transaction for a tax-deferred exchange under Internal Revenue Code § 1031 and assign this Agreement to a qualified intermediary for such purpose. Each Party shall cooperate with the other, and execute any and all documents which may be reasonably required to effectuate said 1031 exchange, but shall not be required to incur additional expense, liability, or delay by reason of the other Party's intended 1031 exchange.

17. **Miscellaneous.**

(a) This Agreement shall not, by itself, be construed as a conveyance of title by Seller to Buyer.

(b) Any notice required or permitted to be delivered hereunder shall be deemed received one (1) day after being sent by Federal Express or other reputable overnight courier addressed to the respective Party, or by electronic mail, as follows:

If to Seller: City of Columbus, Nebraska
 c/o City Administrator
 2500 14th Street, Suite 3
 P.O. Box 1677
 Columbus, NE 68602
 Tara.Vasicek@columbusne.us

If to Buyer: Progressive Property Inspections, LLC
 c/o Kelby Herman
 1102 W 7th Street
 Wayne, NE 68787
 kelbyherman@live.com

(c) This Agreement shall be construed under and in accordance with the laws of the State of Nebraska.

(d) 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.

(e) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(f) This Agreement constitutes the sole agreement of the Parties with respect to the Property, supersedes any prior understandings or written or oral agreements between the Parties, and cannot be modified except by a writing signed by both Parties.

(g) Time is of the essence regarding the payment and performance of this Agreement.

(h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise. The headings in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement; an.

(i) Buyer may assign this Agreement without Seller's consent to an entity owned or controlled by Buyer, but any such assignment shall not relieve Buyer of Buyer's obligations hereunder.

(j) This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

(k) No memorandum of this Agreement, or any of the terms set forth herein, shall be recorded against the Property or Option Property without Seller's prior written consent.

[Signature pages follow]

Executed in multiple originals effective as of the Effective Date.

SELLER:

**Community Development Agency of the City of
Columbus, Nebraska**

By: _____

Name: _____

Its: _____

Executed in multiple originals effective as of the Effective Date.

BUYER:

Progressive Property Inspections, LLC,
a Nebraska limited liability company

By: _____
Kelby Herman, Managing Member

EXHIBIT A

Subdivision Plat

(See Attached)

This plat was prepared at the request of the City of Columbus, Columbus NE

FIELD NOTES

SW Corner SE1/4 Sec. 20 T17N R1E: Found 5/8" iron bar with aluminum cap in monument well in 8th Street as recorded on survey by Thomas A. Tremel, LS #455, dated August 20, 1996.
13.1' N to centerline concrete
14.74' N to 1" iron pipe in monument well
5.30' S to "X" nails in power pole
39.20' N to "X" nails in power pole

SW Corner SE1/4 SE1/4 Sec. 20 T17N R1E: Found star drill hole in concrete on the northeast side of monument well as recorded on survey by Joseph J. Vetick, LS #500, dated August 22, 1998.
0.45' SW to center of monument well
35.70' SW to "X" nails in power pole
58.34' NW to "X" nails in power pole
105.27' NE to "X" nails in power pole
On centerline 8th Street
45' W to centerline 7th Avenue south

SE Corner SE1/4 Sec. 20 T17N R1E: Found aluminum cap in concrete as recorded on survey by Thomas A. Tremel, L.S. #455 dated February 27, 2007.
48.20' SW to "X" nails in power pole
47.51' SE to "X" nails in power pole
0.60' N to centerline 8th Street
1.1' E to centerline 3rd Avenue

At "A" found 1" iron pipe as recorded on survey by Joseph J. Vetick, LS #500, dated August 22, 1998. At "B", "E", "F", "G", "H", "J", "K", "L", "M", "N", "O", "R", and "S" found 5/8" iron bar with survey cap as recorded on the final plat of Vitality Village Addition by myself, Brian D. Benck, LS #536, dated April 5th, 2024. At "C" found 5/8" rebar with cap as recorded on survey by John V. Berry, LS #535, dated June 16, 2016. At "D" found 1" iron pipe as recorded on Cuzzin's Corner 2nd Subdivision plat, by Thomas A. Tremel, LS #455, dated June 19, 2018. At "P" found 1" iron pipe as recorded on survey by John V. Berry, LS #535, dated June 16, 2016 and also on Weir Subdivision Plat by Tremel, dated July 6, 2000.

LEGAL DESCRIPTION

Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2 Block D, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska, along with that part of 9th Street and Progress Drive abutting said Lots, all of which is more particularly described as follows:

Beginning at the Southwest corner Lot 13, Block C, Vitality Village Addition to the City of Columbus, Platte County, Nebraska and assuming the West line of said Lot 13 to have a bearing of N 01°23'12" W; thence N 01°23'12" W, and on said West line 158.30 feet, to the Northwest corner said Lot 13; thence N 88°27'07" E, and on the North line said Lot 13, 0.24 feet to the Southwest corner Lot 9, said Block C; thence N 01°32'03" W, and on the West line said Lot 9, 103.00 feet to the Northwest corner said Lot 9, said point also being on the South line 9th Street; thence N 88°27'07" E, and on the South line 9th Street, 180.31 feet; thence N 01°32'03" W, 60.00 feet to a point on the North line 9th Street; thence S 88°27'07" W, and on the North line 9th Street, 531.31 feet; thence N 46°32'27" W, 14.14 feet to a point on the East line 9th Avenue; thence N 01°32'03" W, and on said East line 9th Avenue, 197.94 feet; thence N 43°33'49" E, 14.12 feet to a point on the South line Progress Drive; thence N 88°39'42" E, and on the South line said Progress Drive, 513.31 feet; thence N 01°32'03" W, 60.00 feet, to a point on the North line Progress Drive; thence S 88°39'42" W, and on the North line said Progress Drive, 583.30 feet to a point on the West line 9th Avenue; thence S 01°32'03" E, and on West line said 9th Avenue, 32.00 feet to the Northeast corner Lot 7, Block A, said Addition; thence S 88°39'42" W, and on the North line said Lot 7, 110.00 feet to the Northwest corner said Lot 7, said point also being on the West line SW1/4 SE1/4 Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska; thence N 01°32'03" W, and on said West line, 125.00 feet; thence N 88°39'42" E, 1080.22 feet to a point on the Southwesterly Right of Way Line of the Abandoned C.B.&Q. Rail Road; thence S 61°14'47" E, and on said Southwesterly line, 947.08 feet to the Northwest corner Lot 1, Eighth Street Fire Station Subdivision to the City of Columbus, Platte County, Nebraska; thence S 01°29'33" E, and on the West line said Lot 1, 212.17 feet to a point on the North line 8th Street, said point being 40.00 feet north of the South line SE1/4 SE1/4 said Section 20; thence S 88°30'21" W, and on said North line 572.87 feet; thence S 88°29'35" W, and on said North line 812.65 feet to the Point of Beginning, containing 19.84 acres more or less.

FINAL PLAT

VITALITY VILLAGE SUBDIVISION

A Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2 Block D, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska, along with that part of 9th Street and Progress Drive abutting said Lots.

SURVEYOR'S CERTIFICATE

STATE OF NEBRASKA)
COUNTY OF PLATTE) ss
CITY OF COLUMBUS)

I, Brian D. Benck, Nebraska Registered Land Surveyor No. 536, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveys in Nebraska in effect at the time of this survey.

Date:

Brian D. Benck, Nebraska L.S. #536

PLANNING COMMISSION

STATE OF NEBRASKA)
COUNTY OF PLATTE) SS
CITY OF COLUMBUS)

This plat of VITALITY VILLAGE SUBDIVISION to the City of Columbus, Platte County, Nebraska, approved by the Planning Commission this ____ day of _____, 2024.

Chairman

CITY COUNCIL

STATE OF NEBRASKA)
COUNTY OF PLATTE) SS
CITY OF COLUMBUS)

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the ____ day of _____, 2024.

Attest:

City Clerk

Mayor

SCHOOL DISTRICT

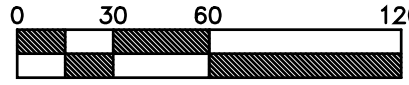
STATE OF NEBRASKA)
COUNTY OF PLATTE) SS

The above plat approved by Columbus School District No. 71-0001. Platte County, Nebraska

Attest:

School Superintendent

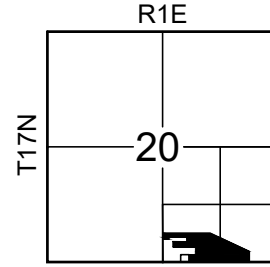
N



LEGEND

- - Monument Found
- - Set 5/8" x 30" I.B. with Survey Cap
- - Calculated Point (See Note Below)
- R - Recorded Distance
- M - Measured Distance
- - - - - Easement Line

****NOTE:**** Property corners from Vitality Village Addition had not been set at the time of this survey; therefore, the calculated corners on this plat will not be set as referenced on the Final Plat of Vitality Addition



OWNER:
Nels Johnson
22355 Pine Hill Dr.
Gretna, NE 68028

ENGINEER:
Richard J. Bogus
City of Columbus
2500 14th Street
Columbus, NE 68602

SURVEYOR:
Brian D. Benck
City of Columbus
2500 14th Street
Columbus, NE 68602

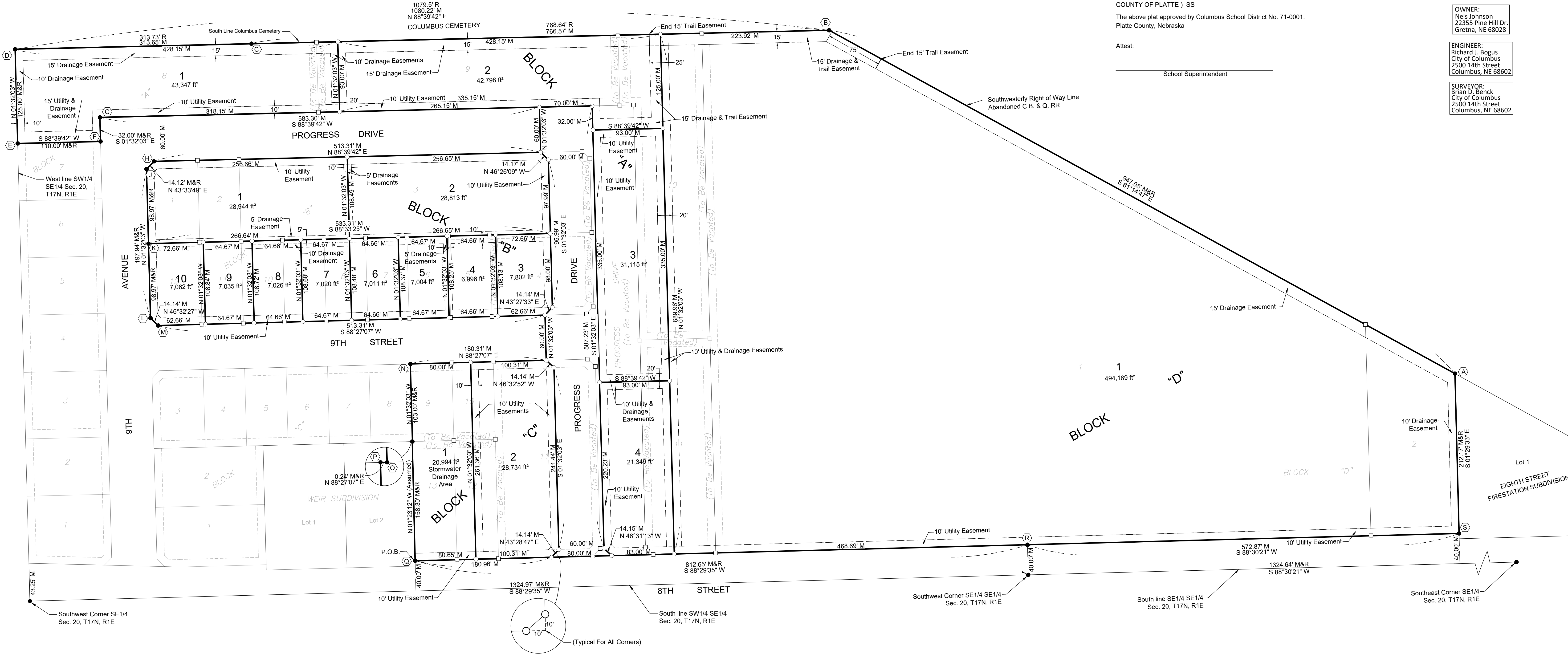


EXHIBIT B

The Property

Lots 1, 2, 3, and 4 Block A; Lots 1 and 2, Block B; and Lot 2, Block C all in Vitality Village Subdivision, a Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2, Block D, Vitality Village Addition to the City of Columbus, Platte County, Nebraska, and any subdivisions or replats thereof.