

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

RESOLUTION ACCEPTING THE BID FOR)
PROPERTY GENERALLY LOCATED AT 2201)
SOUTH 17th STREET, LEGALLY DESCRIBED)
HEREIN, AND LOCATED IN THE CITY OF) RESOLUTION NO. R-17-0032
LINCOLN, LANCASTER COUNTY,)
NEBRASKA)

WHEREAS, pursuant to Neb. Rev. Stat. § 23-107.01, as amended, the Lancaster County Board of County Commissioners (“Board”) has the power to sell Lancaster County (“County”) property which no longer serves a county purpose;

WHEREAS, the County owns property generally located at 2201 South 17th Street, Lincoln, Lancaster County, Nebraska, legally described as:

Lots 8, 9, 18, and 19; Lot 10 except the South 21.5 feet of the West 63.42 feet; Lot 17 except the South 21.5 feet; the East 65.38 feet of Lots 11, 12, and 13; and the vacated north-south alley lying between the north line of Lots 8 and 19 and a point located 28.5 feet south of the north line of Lots 10 and 17, all in Davis Subdivision of Lot 3 in the Southwest Quarter of Section 36, Township 10 North, Range 6 East, of the 6th Principal Meridian, Lincoln, Lancaster County, Nebraska; and

That part of the Northeast Quarter of Lot 6, State Subdivision of the Southwest Quarter of Section 36, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

Commencing at the northeast corner of said Northeast Quarter of Lot 6, State Subdivision of the Southwest Quarter of Section 36, said point being the centerline of platted 17th Street and Sewell Street; thence on an assumed bearing of south 89 degrees 59 minutes 15 seconds west, and with the north line of said Northeast Quarter of Lot 6, State Subdivision 30.00 feet to a point of the west right-of-way line of 17th Street, said point also being the POINT OF BEGINNING; thence south 00 degrees 20 minutes 19 seconds west, 30.00 feet west of as measured perpendicular to and parallel with the east line of said Northeast Quarter of Lot 6, State Subdivision and with the west right-of-way line of 17th Street 265.77 feet; thence north 88 degrees 57 minutes 31 seconds west, 98.21 feet; thence north 00 degrees 19 minutes 56 seconds east, 200.38 feet; thence north 31 degrees 06 minutes 08 seconds east, 64.23 feet; thence north 00 degrees 21 minutes 52 seconds east, 8.60 feet to a point on the north line of said Northeast Quarter of Lot 6, State Subdivision, said point also being on the south line of Lot 13, Davis’s Subdivision of Lot 3 in the Southwest Quarter of said Section 36; thence north 89 degrees 59 minutes 15

seconds east, with said north line of the Northeast Quarter of Lot 6, State Subdivision and with said south line of Lot 13, Davis's Subdivision 65.38 feet to the POINT OF BEGINNING (the "Property");

WHEREAS, on July 12, 2016, pursuant to Neb. Rev. Stat. § 23-107.01, the County conducted a public hearing wherein interested parties were given the opportunity to speak for or against the sale;

WHEREAS, following public hearing, the Board on July 12, 2016, set the fair market value of the Property, and declared that the Property no longer served a County purpose;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-107.01 the County conducted a public sale on Thursday, September 8, 2016, at 2 P.M.;

WHEREAS, Bryan Health submitted a bid of \$3,185,000.00 at the public sale;

WHEREAS, no other bids were submitted;

WHEREAS, the County wishes to accept Bryan Health's bid for the Property;

WHEREAS, the County wishes to authorize Bill Avery, Vice-Chair of the Board, to execute the closing documents to complete the sale of the Property, which documents are contained in Attachment A, which Attachment is attached hereto and incorporated herein by this reference;

WHEREAS, the County wishes to authorize Chief Administrative Officer Kerry Eagan to execute on behalf of the Board any further closing documents that are necessary to complete the sale of the Property;

NOW, THEREFORE, BE IT RESOLVED, by the Lancaster County Board of Commissioners, that:

1. The Board hereby accepts Bryan Health's bid in the amount of \$3,185,000.00 for the Property generally located at 2201 South 17th Street, Lincoln, Lancaster

County, Nebraska, legally described above, which Property no longer serves a County purpose;

2. Bill Avery, Vice-Chair of the Board, is hereby authorized to execute on behalf of the County the closing documents contained in Attachment A; and
3. Chief Administrative Officer Kerry Eagan is hereby authorized on behalf of the Board to execute any further closing documents that are necessary to complete the sale of the Property.

DATED this 18 day of April, 2017, at the City County Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF
LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM
this 18 day of
April, 2017.

Deputy County Attorney

for JOE KELLY
Lancaster County Attorney

Kenya J. Binkman
Deborah Schorr
Bill Avery
Janae [Signature]
Wiltgen Absent

SELLER'(S) ESCROW CLOSING AGREEMENT

The undersigned appoint **Nebraska Land Title & Abstract** to act as Escrow Company in connection with the sale of the real property described as follows, pursuant to the terms and conditions as set out herein and further evidenced on Purchase Agreement, dated **October 4, 2016** and any addendum's and/or counteroffers. Seller'(s) and Buyer'(s) Escrow Closing Agreement shall not become binding upon Escrow Company until executed by Seller'(s) and Buyer'(s) and accepted and approved by a duly authorized Escrow Agent.

Property Address: **2201 S 17th St., Lincoln, NE 68502**

Legal Description: Lots 8, 9, 18 and 19; Lot 10 except the South 21.5 feet of the West 63.42 feet; Lot 17 except the South 21.5 feet; the East 65.38 feet of Lots 11, 12 and 13; and the vacated north-south alley lying between the North line of Lots 8 and 19 and a point located 28.5 feet south of the north line of Lots 10 and 17, all in Davis Subdivision of Lot 3 in the Southwest Quarter of Section 36, Township 10 North, Range 6 East of the 6th PM, Lincoln, Lancaster County, Nebraska; and

That part of the Northeast Quarter of Lot 6, State Subdivision of the Southwest Quarter of Section 36, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

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SS No./TI No. 47-6006482

Seller County of Lancaster, Nebraska, a political subdivision of the State of Nebraska

I am (mark one of the following):
 A United States Citizen
 A Resident Alien carrying a valid "green card" (a true copy of which is attached)
 Neither

Single Married Widowed Divorced: Yes No (If YES, date of decree) _____
 Corporation General Partnership Limited Partnership Limited Liability Company
 Other Governmental Entity

Current Mailing Address 555 S. 10th St. Lincoln, NE 68508

Forwarding Address n/a


SELLER(S) INITIALS
NLTAL-1602303C

Phone No. 402-441-7447
Work Home Cellular
E-Mail Address: keagan@lanaster.ne.gov

SS No./TI No. _____ Seller
I am (mark one of the following): _____ A United States Citizen
_____ A Resident Alien carrying a valid "green card" (a true copy of which is attached)
_____ Neither

Single Married Widowed Divorced: Yes No (If YES, date of decree) _____
 Corporation General Partnership Limited Partnership Limited Liability Company
 Other _____

Current Mailing Address _____
Forwarding Address _____
Phone No. _____
Work Home Cellular
E-Mail Address: _____

I/We verify that the email address listed as my/our designated email address is under my/our control and that documents, communications and/or notifications may be sent to this address. I/We understand that email is not a totally secure medium, and I/we release and hold harmless the Escrow Company, its agents, employees, parent and subsidiary entities from damage or claims which may arise as a result of the sending of such documents electronically to the designated email address(es).

Purchase Price **\$3,185,000.00** Commission n/a % OR \$ n/a

Escrow Closing Fee of **\$450.00** to be paid by **half buyer and half seller**

Name of Lender n/a Loan No. n/a
Phone No. n/a

The last mortgage payment I will make will be for the month of n/a
Payment will be made by: personal check automatic withdrawal.
Date payment will be made: n/a
Date Annual Homeowner's Insurance is due next: n/a Paid from Escrow: Yes No
Real Estate Taxes Paid from Escrow: Yes No

If closing is scheduled for August 15th or after, have you applied for a homestead exemption for the current tax year? Yes No

Name of Lender n/a Loan No. n/a
Phone No. n/a

The last mortgage payment I will make will be for the month of n/a
Payment will be made by: personal check automatic withdrawal.
Date payment will be made: n/a

Seller(s) agrees to pay fees associated with obtaining written payoff statement(s) as charged by seller's lender(s).
Seller(s) further agrees to assist the Escrow Agent in obtaining said payoff if attempts by Escrow Agent fail.

In releasing the above information I/we hereby authorize Nebraska Land Title & Abstract to obtain all pertinent information regarding the present Mortgage(s) or Deed(s) of Trust including the existing balance, interest rate, monthly payment, balance in escrow account and payoff amount.

County of Lancaster, Nebraska, a political subdivision of the State of Nebraska

BY: Bill Avery
Bill Avery
Vice-Chair

IF AN INVESTMENT PROPERTY- Please complete the following Number of Units n/a
Property Management Co.: n/a Phone: n/a
Contact Person: n/a

Unit No.	Monthly Rent	Deposit	Rental Period from/to	Tenant pays utilities
<u>n/a</u>				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

If property contains 3 or more units a copy of the **CERTIFICATE OF COMPLIANCE** from the City of Lincoln, Nebraska must be provided to Escrow Company, prior to closing.

RENTS to be prorated to date of closing OR n/a and RENTAL DEPOSITS to be transferred to Buyer unless otherwise instructed: n/a.

BA
SELLER(S) INITIALS
NLTA-1602303C

ALL PARTIES AGREE TO THE FOLLOWING:

1. That all DOCUMENTS necessary to close transaction as herein established will be deposited with Escrow Company. Escrow Company is to be concerned only with the directives as set forth in the Purchase Agreement, and the Escrow Closing Agreement. Any ADDENDUMS to or supplements of the Purchase Agreement and Escrow Closing Agreement must be in writing. Escrow Company is authorized to obtain and act upon any Statement prepared by lien holder(s) without assuming liability or responsibility for the accuracy of such statement(s). Escrow Company may use a service for transmittal of documents related to this transaction. Seller hereby authorizes the use of such service and agrees to pay for all charges related to document delivery. Escrow Company is authorized to deliver any information in its possession including, but not limited to, social security numbers, as may be necessary to complete its duties. Escrow Company shall not be liable for any error of judgment or for any act done or omitted by it in good faith. Escrow Company, upon request, is authorized to furnish COPIES of Escrow Closing Agreement, Title Insurance Commitment, Closing Settlement Statements, Notice of Cancellation, and any supplements and/or revisions thereto, to the real estate agent(s), lender(s), buyer(s), seller(s), and respective attorneys. EXECUTION OF FINAL CLOSING Documents by Buyer(s) and Seller(s) shall be done in accordance with instructions from Escrow Agent. **CURRENT (NON EXPIRED) PHOTO IDENTIFICATION ISSUED BY A GOVERNMENT AGENCY WILL BE REQUIRED FROM ALL PERSONS SIGNING DOCUMENTS.**
2. That all FUNDS received in this escrow, including the EARNEST DEPOSIT, shall be deposited by Escrow Company in one or more of Escrow Company's general escrow accounts which is insured by an agency of the United States Government. Escrow Company is authorized to pay amounts necessary to procure documents and to pay charges and obligations necessary to consummate this transaction. Disbursement shall be made only upon presentation of written invoices and/or statements. MISCELLANEOUS FEES such as fax, overnight mail charges and acquisition of good funds will be charged as deemed appropriate by Escrow Company. Escrow Company may estimate filing fees for documents from payees that are not yet in its possession, including but not limited to deeds of reconveyance or releases. In the event such filing fees are not needed and such unused fees exceed Ten Dollars (\$10.00), the unused filing fees shall be returned to the responsible party.
3. That Escrow Company will transfer the water service into the Buyer(s) name at the date of closing. The Buyer(s) and Seller(s) will each be responsible for their own TRANSFER OF SERVICES, including, but not limited to: gas, electric, telephone, cable TV, garbage, mail and paper. Service providers may require advance notice. Seller(s) is/are responsible for payment of UTILITIES/SERVICES until date of possession or closing, whichever occurs first.

That Escrow Company will hold funds in escrow, from Seller(s), until Escrow Company has received the FINAL WATER BILL. Deposited monies shall be used to pay the FINAL WATER BILL upon receipt as soon as practicable, along with any interest or penalties assessed. Any funds remaining after such payment shall be returned to Seller(s). If additional funds are necessary to pay the FINAL WATER BILL in full, Seller(s) agrees to pay the required amount within 10 days of notification. In the event that property is an investment property with the tenant being responsible for the payment of the water bill, and said payment is delinquent, funds will be held from Seller(s) proceeds until such time that the water bill is brought current.

4. That CLOSING DATE AND TIME must be scheduled with Escrow Company a minimum of 24 business hours, excluding Saturdays, prior to closing. Lender's closing packet must be in Escrow Company's possession a minimum of 24 business hours, excluding Saturdays, prior to closing.
5. That Buyer(s) has/have the right to make a FINAL VISUAL INSPECTION, prior to closing to ascertain that all conditions as previously agreed to, have been met. Discovery of any defects or defaults, and resolution thereof, may cause a delay in closing date and therefore shall result in a reprocessing fee.
6. That Escrow Company is AUTHORIZED TO DELIVER and/or RECORD all documents held in escrow, and to DISBURSE all escrow funds when all terms and provisions of the Purchase Agreement, Escrow Closing Agreement, and requirements of the Title Insurance Commitment have been complied with, and Escrow Company is in receipt of fully executed Settlement Statements. Fax signatures will be accepted on Closing

Settlement Statements; original must follow. Escrow Company will not be required to disburse any funds or deliver or record any documents unless and until it has received GOOD FUNDS. Good funds include cash, wire transfer, certified check or cashier's check as defined in Neb. State. Section 76-2, 121 (Cum. Sup. 1994).

7. That if there is NO ACTIVITY on said escrow within a six month period, from the date of opening escrow; Escrow Company's obligation shall terminate, at Escrow Company's option. All documents, funds, and other items held by Escrow Company shall be returned to the respective parties entitled thereto, less fees and charges.
8. That a DEMAND TO CANCEL said escrow must be in writing. Escrow Company will notify all parties within a reasonable time, by certified mail, of intent to cancel. Unless written objection is received within 10 days, Escrow Company is authorized to cancel said escrow, pay charges incurred, and return documents and funds to the respective parties having deposited the same. If written objection is received, Escrow Company is authorized, at Escrow Company's option, to hold all documents and funds in this escrow and take no further action until otherwise directed, either by mutual written instruction, or final non-appealable order of a Court of competent jurisdiction.
9. That should Escrow company become aware of any CONFLICTING DEMANDS OR CLAIMS with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, Escrow Company shall have the right to discontinue any or all further acts on Escrow Company's part until the conflict is resolved to the satisfaction of the Escrow Company, and the Escrow Company shall have the further right to commence or defend any action or proceedings for the determination of the conflict. The parties herein expressly agree that Escrow Company shall have the absolute right at Escrow Company's election to file an action in interpleader requiring the parties to answer and litigate their several claims and rights among themselves and Escrow Company is authorized to deposit with the Clerk of the Court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay all of Escrow Company's charges, costs, expenses and reasonable attorney's fees which Escrow Company is required to expend or incur in the interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the Court. Upon the filing of the action, Escrow Company shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.
10. Further, Seller does hereby certify that Seller is aware that the Federal Deposit Insurance Corporation ("FDIC") coverage applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of depositor's accounts at the same, or related, institution. The funds for this settlement are being deposited in Agent's general trust account ("Trust Account") for disbursement. Seller understands that Agent assumes no responsibility for, nor will Seller hold Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00, and that the excess is not insured by the FDIC. Seller further understands that FDIC insurance is not available on certain types of bank instruments, including, but not limited to, repurchase agreements and letters of credit. Agent's Trust Account may include such bank instruments.
11. Please note that many of our fees are standard, fixed fees. We often purchase information and services from third party vendors that we use in performing services for you. For various reasons, our fees to you for a particular service may turn out to be more or less than what a particular vendor has charged us for its work or product. We have to evaluate and supplement the information or services provided by the vendor and perform additional work. In addition, our vendors' charges are often difficult to convert into a per transaction price. Moreover, different vendors charge us different amounts for the same work or product, and we may not know the amount of a vendor's charge until after closing. Finally, we are often charged by our vendors for transactions that fail to close as well as those that do, and we set our fees accordingly. For all these reasons, we set standard, fixed fees in order to save time and expense at closing. Escrow Closing Agreements may be executed in one or more counterparts, and shall constitute one and the same document.

Escrow Closing Agreement may be executed in one or more counterparts, and shall constitute one and the same document.

Dated: April 18, 2017

County of Lancaster, Nebraska, a political subdivision of the State of Nebraska

BY: Bill Avery
Bill Avery
Vice-Chair

Accepted and Approved

Sheila Tracy
Commercial Closing & Title Manager

Dated: _____

NON-FOREIGN AFFIDAVIT OF SELLER
(Entity)

Section 1445 of the Internal Revenue Code provides that a buyer of a U.S. real property interest must withhold tax if the transferor is a "foreign person". In general, a foreign person is a non-resident alien individual (not a resident alien individual) for purposes of U.S. income taxation.

To inform a buyer that withholding of tax, pursuant to Section 1445 of the Internal Revenue Code, is not required upon my disposition of a U.S. real property interest, by County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, the undersigned hereby certifies the following on behalf of County of Lancaster, Nebraska, a political subdivision of the State of Nebraska:

1. County of Lancaster, Nebraska, a political subdivision of the State of Nebraska is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations applicable thereto);
2. County of Lancaster, Nebraska, a political subdivision of the State of Nebraska is not a disregarded entity as defined in the applicable Treasury Regulations;
3. County of Lancaster, Nebraska, a political subdivision of the State of Nebraska's U.S. employer identification number is 47-6006482; and
4. County of Lancaster, Nebraska, a political subdivision of the State of Nebraska's office address is 555 S 10th St., Lincoln, NE 68508. (P.O. Box and mailing address may be provided in addition to, but not in lieu of, the office address).

Under penalties of perjury I declare that I have examined this affidavit and certification and to the best of my knowledge and belief, it is true and correct. I understand that this document may be disclosed to the Internal Revenue Service by the buyer and that any false statement I have made herein could be punished by fine, imprisonment, or both. I further declare that I have authority to sign this document on behalf of County of Lancaster, Nebraska, a political subdivision of the State of Nebraska.

Date: April 18, 2017

Signed: Bill Avery
Print Name: BILL AVERY
Title: Chair

**SUBSTITUTE FORM 1099-S
PROCEEDS FROM REAL ESTATE TRANSACTIONS
FOR THE TAX YEAR: 2017**

OMB No. 1545-0997

SETTLEMENT AGENT/FILER'S NAME AND ADDRESS
Capitol Title Company d/b/a Nebraska
Land Title & Abstract
3910 South Street
Lincoln, NE 68506
(402)434-3737

Filer's Federal Tax ID Number: 47-0644826
Order Number: NLTAL-1602303C

SELLER/TRANSFEROR'S NAME AND ADDRESS
County of Lancaster, Nebraska, a political subdivision of the State of Nebraska
555 S 10th St.
Lincoln, NE 68508

Transferor's Federal Tax ID Number: 47-6006482

1) Date of Closing: 02/24/17	2) Gross Proceeds: 3185000.00	4) X here if property or services received:	5) X here if foreign person:	6) Buyer's part of real estate tax: 0.00
3) Address or Legal Description: 2201 S 17th St./Lincoln NE 68502				

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

YOU ARE REQUIRED BY LAW TO PROVIDE CAPITOL TITLE COMPANY D/B/A NEBRASKA WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE CAPITOL TITLE COMPANY D/B/A NEBRASKA WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ABOVE ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Bill Arney
County of Lancaster, Nebraska, a political subdivision of the State of Nebraska

4/18/17
Date

INSTRUCTIONS FOR TRANSFEROR:

You MUST enter your Federal Tax Identification Number Above.

Sign and return a copy of this form immediately to Capitol Title Company d/b/a Nebraska

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the instructions for Schedule D (Form 1040). If the real estate was not your main home, report the transaction on Form 4797, Form 6252, and/or the Schedule D for the appropriate income tax form. If box 4 is checked and you received or will receive like-kind property, you must file Form 8824.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a federal mortgage subsidy if all the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990.
- You sold or disposed of your home at a gain during the first 9 years after you received the federal mortgage subsidy.
- Your income for the year you sold or disposed of your home was over a specified amount.

This will increase your tax. See Form 8828, and Pub. 523.

Transferor's identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

Account number. May show an account or other unique number the filer assigned to distinguish your account.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or will receive. See Box 4.

Box 3. Shows the address or legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

Box 6. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 6 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line of the appropriate income tax form. For more information, see Pub. 523, Pub. 525, and Pub. 530.

SELLERS STATEMENT OF UNDERSTANDING

File No.: NLTAL-1602303C

Property Address: 2201 S 17th St., Lincoln, NE 68502

Legal Description: Lots 8, 9, 18 and 19; Lot 10 except the South 21.5 feet of the West 63.42 feet; Lot 17 except the South 21.5 feet; the East 65.38 feet of Lots 11, 12 and 13; and the vacated north-south alley lying between the North line of Lots 8 and 19 and a point located 28.5 feet south of the north line of Lots 10 and 17, all in Davis Subdivision of Lot 3 in the Southwest Quarter of Section 36, Township 10 North, Range 6 East of the 6th PM, Lincoln, Lancaster County, Nebraska; and

That part of the Northeast Quarter of Lot 6, State Subdivision of the Southwest Quarter of Section 36, Township 10 North, Range 6 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and more particularly described as follows:

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I/We agree to indemnify and hold harmless Listing, Selling and Escrow Agents from and against any and all claims whatsoever, including, but not limited to, injury or death, caused by any act or omission or failure of myself/ourselves to conform with and execute the laws of the State of Nebraska as they may pertain to this transaction.

I/We warrant that Smoke Detectors and Carbon Monoxide Detectors have been installed as required by Nebraska State Law and are in working order. I/We agree that a Seller Disclosure Statement has been provided to the Purchaser(s) of this property prior to the execution of the Purchaser's offer as required by Nebraska State Law.

I/We understand and agree that any payoff(s) made on our behalf in this escrow transaction are made by Nebraska Land Title & Abstract with complete reliance on figures supplied by the lender, creditor or taxing agency. Such figures may not be accurate. In the event that additional funds are required to complete said payoff(s), I/we agree to immediately, upon request by Nebraska Land Title & Abstract, provide the additional funds needed to complete said payoff(s). In the event Nebraska Land Title & Abstract suffers a loss due to my/our failure to provide such funds, I/we agree to indemnify Nebraska Land Title & Abstract for such loss, including all costs of collection and attorneys fees.

I/We agree to make myself/ourselves available for contact by Nebraska Land Title & Abstract for a period three business days prior to closing. I/We will be able to be reached, as follows:

402-441-7447 or keagan@lancaster.ne.gov

Sellers Statement of Understanding


NLTAL-1602303C

SELLERS STATEMENT OF UNDERSTANDING

(Continued)

I/We agree to review the Closing Settlement Statements at time of closing. Once approved, if changes are necessary, I/we authorize Kerry Eagan, Chief Administrative Officer to approve said changes on my/our behalf. The Closing Settlement Statement must be signed prior to the disbursement of any funds. Signed approval of the Closing Settlement Statement shall be considered as authorization to Nebraska Land Title & Abstract to disburse funds as shown thereon, and deliver all instruments held, as set forth in the Escrow Closing Agreement. Faxed signatures will be accepted as authorization, original signed Statements must follow. I/We authorize Nebraska Land Title & Abstract (Agent) to sign the HUD-1 Settlement Statement on my behalf. I/We understand that I/we will be provided a copy of the HUD-1 Settlement Statement by the above named agent and I/we will be bound by his/her signature.

I/We authorize the proceeds check to be made payable to Lancaster County.
These funds will be disbursed in the form of:

- An Escrow Company Trust Account Check. Cashiers check, with applicable fees charged.
- Wire funds, with applicable fees charged. **(Must attach voided check and/or complete section for account information.)**
- Deposit funds. **(Must attach deposit ticket and/or complete section for account information.) Bank must be located within the city limits of Nebraska Land Title & Abstract office. Please be advised deposit may not occur on the day of closing depending upon the time of closing.**

I/We authorize the proceeds/copy packet to be:

- Personally picked up by me/us. Delivered by Real Estate Agent.
- US Post Office. Overnight mail, with applicable fees charged.

SELLERS STATEMENT OF UNDERSTANDING

(Continued)

I/We agree that in consideration of Nebraska Land Title & Abstract allowing funds to be disbursed for the closing of the above referenced property, if requested by Nebraska Land Title & Abstract, to fully cooperate and adjust any misstatement, inaccuracy, missing document or clerical error, on any or all loan or title documentation deemed necessary to conform with the terms of this transaction. Further, I/we agree to comply with any request(s) within 5 days from date of receipt of such request(s) from Nebraska Land Title & Abstract.

Dated: April 18, 2017

County of Lancaster, Nebraska, a political subdivision of the State of Nebraska

BY: Bill Avery
Bill Avery
Vice-Chair

Account Information

Bank Name: U.S. Bank

Name(s) on Account: Lancaster County Treasurer Operating Acct.

ABA Number: 104000029 Account Number: 105701034875

Please see also attached Lancaster County Treasurer's Office--wire instructions

Lancaster County Treasurer's Office – wire instructions

Account Title	Lancaster County
Address	555 South 10 th Street, Lincoln, NE 68508
Bank	US Bank
Address of Bank	233 South 13 th Street, Lincoln, NE 68508
Type of Account	Checking
Routing Number	104000029
Account Number	105701034875

If you have questions regarding the bank wiring instructions, you may email the following staff at ach@lancaster.ne.gov or contact them via phone at the numbers listed below.

Jennifer Durow 402-441-7446

Thank you.

Jennifer Durow

Banking Director
Lancaster County Treasurer's Office

NOTICE AND ARBITRATION AGREEMENT

Resolving Disputes – Arbitration Agreement:

In this Arbitration Agreement, "Title Company" means Nebraska Land Title & Abstract, or any transferee of the Agreement as applicable, and "I", "me", and "my" means the undersigned customer or customers, individually and jointly.

I understand that I am a valued customer of the Title Company and agree to contact the Title Company immediately, in writing or by telephone, if I have a problem with the real estate closing services provided to me. If the Title Company and I can not arrive at a mutually agreeable solution; I agree that any dispute between me and the Title Company, regardless of when it arises or arose, will be resolved, at my option or the Title Company's option, using the following arbitration procedures.

I UNDERSTAND AND AGREE THAT I AM WAIVING MY RIGHT TO JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION.

Disputes:

A dispute is any unresolved disagreement between the Title Company and me that in any way arises out of or is related to any of the services provided by the Title Company. A dispute includes any claim or controversy of any kind including those based on broken promises or contracts, tort (injury caused by negligent or intentional conduct), breach of fiduciary duty, fraud, or other wrongful actions. It includes any statutory, common law, or equitable claim. A dispute also includes any disagreement about the meaning of this Arbitration Agreement and whether a disagreement or claim is a "dispute" subject to this Arbitration Agreement. No dispute may be joined in arbitration with a dispute of any other person or arbitrated on a class action basis.

Binding Arbitration:

Binding arbitration is a means of having one or more independent third parties (arbitrators) resolve disputes without using the court system, judges, or juries. Either the Title Company or I may submit a dispute to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has been started. If either the Title Company or I fail to submit to binding arbitration following a lawful demand, the party who fails to submit to arbitration shall bear the cost and expenses incurred by the party and demanded arbitration, except as otherwise provided with respect to Conciliation Court below.

Neither the Title Company nor I shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public, or in any private attorney general capacity.

The American Arbitration Association (the "AAA") shall administer the arbitration, including the selection of arbitrators, pursuant to the commercial arbitration rules of the AAA and the AAA's supplementary procedures for consumer-related disputes. The arbitration shall be heard in the county where the real estate, with respect to which the Title Company services were provided, is located. Each arbitration will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state of Nebraska shall govern this Arbitration Agreement and the arbitration proceeding. The Title Company agrees to pay all filing and hearing fees for any dispute which I file against the Title Company, except where otherwise expressly provided in this Arbitration Agreement. To find out how to initiate arbitration, I can call the AAA office at (800)778-7879 or check the AAA's website at www.adr.org.

Miscellaneous:

All parties to the arbitration (the AAA, the arbitrator, the Title Company, and me) shall take any action necessary, and reasonably possible, to assure that any arbitration proceeding started under this Arbitration Agreement is finished within one hundred eighty (180) days from the date the dispute is filed with the AAA. The arbitration

NOTICE AND ARBITRATION AGREEMENT

(Continued)

proceeding shall be conducted at a location determined by the AAA in accordance with this Arbitration Agreement. All statutes of limitations applicable to any dispute shall apply to any arbitration between the Title Company and me. If a dispute is properly filed in a conciliation, small claims or justice court (collectively a "Conciliation Court") and the Conciliation Court has the jurisdiction to resolve the dispute, including all cross-claims and counterclaims, the party that demands arbitration and removes the dispute from Conciliation Court shall pay the administrative fee of the AAA and the fees, costs, and expenses of the arbitrator(s). This Arbitration Agreement shall survive the termination, amendment, or expiration of any documents or relationships between the parties.

Severability:

If the arbitrator or any court determines that one or more of the terms of this Arbitration Agreement are unenforceable, such determination will not impair or affect the enforceability of the other terms of this Arbitration Agreement.

Notice:

WHEN YOU SIGN THIS ARBITRATION AGREEMENT, YOU ARE AGREEING THAT EVERY DISPUTE DESCRIBED ABOVE MAY BE DECIDED EXCLUSIVELY BY ARBITRATION. YOU ARE GIVING UP RIGHTS YOU MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL OR TO PARTICIPATE AS REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH A CLAIM OR DISPUTE. DISCOVERY IN ARBITRATION PROCEEDINGS IS LIMITED. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE TO ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ENTIRE ARBITRATION AGREEMENT CAREFULLY BEFORE SIGNING IT.

County of Lancaster, Nebraska, a political subdivision of the State of Nebraska Date: April 18, 2017

BY: Bill Avery
Bill Avery
Vice-Chair

TITLE COMPANY:
Nebraska Land Title & Abstract

By: _____ Date Signed: _____
Sheila Tracy, Commercial Closing & Title Manager

CUSTOMER IDENTIFICATION
(NOTARY PUBLIC OR WITNESS TO COMPLETE)

Name: **Bill Avery**

Property Address: **2201 S 17th St., Lincoln, NE 68502**

1. I hereby certify that on the date listed below, the above individual(s) appeared before me and:

I have personal knowledge of the above individual(s) identity or the above individual(s) are personally known to me (no further action required. Sign and date at bottom and return to Nebraska Land Title & Abstract with closing documents.)

-OR-

the following identifying documents have been presented:

(Check one and complete action required)

_____ Copy of the identifying documents for each individual signing (driver's license, passport, state ID or other) is attached. (Copy front and back of document. Sign and date at bottom and return to Nebraska Land Title & Abstract with closing documents.)

-OR-

_____ Document information: (Complete the following, no copy required. Return to Nebraska Land Title & Abstract with closing documents.)

Name of Individual: _____

Type of Document: _____
(driver's license, passport, state ID or other)

Issued by: _____
(name of federal, state agency or other source)

Date issued: _____

Document No.: _____

Expiration date: _____

Name of Individual: _____

Type of Document: _____
(driver's license, passport, state ID or other)

Issued by: _____
(name of federal, state agency or other source)

Date issued: _____

Document No.: _____

Expiration date: _____

2. I hereby certify to the accuracy of the information provided above and that the photograph on the identifying documents matches the individual's appearance.

Kelly S. Lundgren
Printed Name of Individual Obtaining Information

Kelly S. Lundgren
Signature of Individual Obtaining Information

Date the individual(s) appeared before me: April 18, 2017