



# Nebraska Title Company

5601 South 59th Street, Suite C  
Lincoln, NE 68516  
402-476-8818  
www.NebTitleCo.com

## SELLER SETTLEMENT STATEMENT

Settlement Date: 02/05/2019

File No: 6103278

Purchaser: CenterPointe,  
a Nebraska non-profit corporation  
2633 P Street  
Lincoln, NE 68503

Seller: County of Lancaster, Nebraska  
555 South 10th Street  
Lincoln, NE 68508

Property: Saint Francis 1st Addition, Lot 3, Lancaster County, Nebraska  
2202 South 11th Street  
Lincoln, NE 68502

Description	Debit	Credit
Sales Price		\$400,000.00
Title Insurance to Nebraska Title Company	\$502.50	
Special Assessment Search to Nebraska Title Company	\$4.00	
Closing Protection Letter to Nebraska Title Company	\$12.50	
Closing Fee to Nebraska Title Company	\$300.00	
<b>Sub Totals:</b>	<b>\$819.00</b>	<b>\$400,000.00</b>
<b>Net Amount Due to Seller:</b>		<b>\$399,181.00</b>

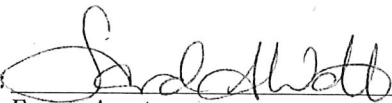
Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

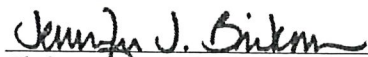
Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Nebraska Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of a copy of this Statement.

**Nebraska Title Company**

I/We hereby acknowledge receipt of this statement.  
Lancaster County, a political  
subdivision of the State of Nebraska

By:   
Escrow Agent

By:   
Chairperson

WARRANTY DEED

County of Lancaster, Nebraska, GRANTOR, whether one or more, in consideration of One Dollar and other good and valuable consideration received from GRANTEE, CenterPointe, a Nebraska non-profit corporation, conveys to GRANTEE, the following-described real estate (as defined in Neb. Rev. Stat. 76-201).

Lot Three (3), Saint Francis 1st Addition, Lincoln, Lancaster County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate and that it is free from encumbrances, **except** for any easements and restrictions now of record;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed on this 29th day of January, 2019

ATTEST:

COUNTY OF LANCASTER, NEBRASKA, a  
political subdivision of the State of Nebraska

By: Dan Gulte  
County Clerk

By: Winfred J. Binkman  
Chairperson



# Real Estate Transfer Statement

- To be filed with the Register of Deeds. • Read instructions on reverse side.
- If additional space is needed, add an attachment and identify the item.

The deed will not be recorded unless this statement is signed and items 1-25 are accurately completed.

1 County Name <b>Lancaster</b>		2 County Number <b>55</b>		3 Date of Sale/Transfer Mo. <u>2</u> Day <u>5</u> Yr. <u>2019</u>		4 Date of Deed Mo. <u>1</u> Day <u>29</u> Yr. <u>2019</u>	
5 Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) <b>County of Lancaster, Nebraska</b> Street or Other Mailing Address <b>555 South 10th Street</b> City State Zip Code <b>Lincoln NE 68508</b> Telephone Number Email Address				6 Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) <b>CenterPointe, a Nebraska non-profit corporation</b> Street or Other Mailing Address <b>2633 P Street</b> City State Zip Code <b>Lincoln NE 68503</b> Phone Number 402-475-8717 Is the grantee a 501(c)(3) organization? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, is the grantee a 509(a) foundation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Email Address			

7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.

(A) Status	(B) Property Type			(C)
<input checked="" type="checkbox"/> Improved <input type="checkbox"/> Unimproved <input type="checkbox"/> IOLL	<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> Recreational	<input type="checkbox"/> Mineral Interests-Nonproducing <input type="checkbox"/> Mineral Interests-Producing	<input type="checkbox"/> State Assessed <input type="checkbox"/> Exempt <input type="checkbox"/> Mobile Home

8 Type of Deed

<input type="checkbox"/> Bill of Sale	<input type="checkbox"/> Conservator	<input type="checkbox"/> Distribution	<input type="checkbox"/> Land Contract/Memo	<input type="checkbox"/> Partition	<input type="checkbox"/> Sherriff	<input type="checkbox"/> Other _____
<input type="checkbox"/> Cemetery	<input type="checkbox"/> Corrective	<input type="checkbox"/> Easement	<input type="checkbox"/> Lease	<input type="checkbox"/> Personal Rep.	<input type="checkbox"/> Trust/Trustee	
<input type="checkbox"/> Death Certificate - Transfer on Death	<input type="checkbox"/> Executor	<input type="checkbox"/> Mineral	<input type="checkbox"/> Quit Claim	<input checked="" type="checkbox"/> Warranty		

9 Was the property purchased as part of an IRS like-kind exchange? (IRC § 1031 Exchange)  
 Yes  No

10 Type of Transfer

<input type="checkbox"/> Auction	<input type="checkbox"/> Court Decree	<input type="checkbox"/> Exchange	<input type="checkbox"/> Grantor Trust	<input type="checkbox"/> Partition	<input type="checkbox"/> Satisfaction of Contract	<input type="checkbox"/> Other (Explain) _____
<input type="checkbox"/> Distribution	<input type="checkbox"/> Foreclosure	<input type="checkbox"/> Irrevocable Trust	<input type="checkbox"/> Revocable Trust	<input type="checkbox"/> Transfer on Death	<input type="checkbox"/> Trustee to Beneficiary	
<input type="checkbox"/> Easement	<input type="checkbox"/> Gift	<input type="checkbox"/> Life Estate	<input checked="" type="checkbox"/> Sale			

11 Was ownership transferred in full? (If No, explain the division.)  
 Yes  No \_\_\_\_\_

12 Was real estate purchased for same use? (If No, state the intended use.)  
 Yes  No \_\_\_\_\_

13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.)

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Aunt or Uncle to Niece or Nephew	<input type="checkbox"/> Family Corp., Partnership, or LLC	<input type="checkbox"/> Self	<input type="checkbox"/> Other _____
		<input type="checkbox"/> Brothers and Sisters	<input type="checkbox"/> Grandparents and Grandchild	<input type="checkbox"/> Spouse	
		<input type="checkbox"/> Ex-spouse	<input type="checkbox"/> Parents and Child	<input type="checkbox"/> Step-parent and Step-child	

14 What is the current market value of the real property?  
**\$400,000.00**

15 Was the mortgage assumed? (If Yes, state the amount and interest rate.)  
 Yes  No \$ \_\_\_\_\_ %

16 Does this conveyance divide a current parcel of land?  
 Yes  No

17 Was transfer through a real estate agent or a title company? (If Yes, include the name of the agent or title company contact.)  Yes Nebraska Title Co.  No

18 Address of Property  
**2202 South 11th Street  
 Lincoln, NE 68502**

18a  No address assigned      18b  Vacant Land

19 Name and Address of Person to Whom Tax Statement Should be Sent  
**CenterPointe  
 2633 P St  
 Lincoln NE 68503**

20 Legal Description  
**Lot Three (3), Saint Francis 1st Addition, Lincoln, Lancaster County, Nebraska.**

21 If agricultural, list total number of acres \_\_\_\_\_.

22 Total purchase price, including any liabilities assumed .....	22	\$	400,000	00
23 Was non-real property included in the purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, enter dollar amount and attach itemized list.)	23	\$		
24 Adjusted purchase price paid for real estate (line 22 minus line 23) .....	24	\$	400,000	00
25 If this transfer is exempt from the documentary stamp tax, list the exemption number <u>2</u> .				

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

<b>sign here</b>	▶ Topher Hansen Print or Type Name of Grantee or Authorized Representative	402-475-8717 Phone Number
	▶ Signature of Grantee or Authorized Representative	Chief Executive Officer Title

Register of Deeds' Use Only		For Dept. Use Only
26 Date Deed Recorded Mo. ____ Day ____ Yr. ____	27 Value of Stamp or Exempt Number \$ _____	28 Recording Data

FIRST AMENDMENT  
TO REAL ESTATE PURCHASE AGREEMENT  
(Trabert Hall)

This First Amendment to Real Estate Purchase Agreement ("First Amendment") is made and entered into as of this 29<sup>th</sup> day of January, 2019, by and between CenterPointe, a Nebraska nonprofit corporation ("Buyer"), and Lancaster County, Nebraska, a political subdivision of the State of Nebraska ("Seller").

WHEREAS, Buyer and Seller entered into a Real Estate Purchase Agreement ("Agreement") on November 6, 2018, for the real estate (as defined in Neb. Rev. Stat. § 76-201) located at 2202 S. 11th Street, Lincoln, NE and legally described as follows:

Lot Three (3), Saint Francis 1st Addition, an addition to the City of Lincoln, Lancaster County, Nebraska (the "Property"); and

WHEREAS, the Buyer and Seller wish to amend the Agreement as provided herein regarding their respective rights and obligations with respect to insurance coverage for the following building on the Property:

The four (4) story fire-resistive building located on the Property and commonly referred to as Trabert Hall ("Building");

NOW THEREFORE, in consideration of the mutual recitals and covenants of the Buyer and Seller in the Agreement and herein, it is mutually agreed by the Buyer and Seller that the Agreement shall be amended by inserting the following language into the Agreement as Section 26 thereof:

26. **Insurance.** For purposes of this Section 26, "Building" shall mean the four (4) story fire-resistive building located on the Property and commonly referred to as Trabert Hall.

- A. During the period commencing on the Closing Date and terminating on the date that either (i) Buyer pays Seller the Post-Closing Payment, or (ii) Seller waives its Option pursuant to Section 12.B above, Seller shall purchase and maintain an insurance policy on the Building in the amount of two million twenty-five thousand dollars (\$2,025,000.00), with a ten thousand dollar (\$10,000.00) deductible. Said policy shall be provided through an insurance company licensed to do business in the State of Nebraska ("Insurance Company"). Said insurance policy shall provide for not less than ten (10) days written notice to both Buyer and Seller before cancellation, non-renewal, termination, or change in

coverage, and Seller shall deliver to Buyer a duplicate original of said insurance policy. Seller shall ensure that both Buyer and Seller are named as Loss Payees on said insurance policy. Seller shall be the named insured on said insurance policy and be the fiduciary concerning any loss settlement proceeds due to covered losses or damages payable under said insurance policy.

- B. Buyer shall be responsible for nineteen and seventy-five hundredths percent (19.75%) of premiums for said insurance policy, and Buyer shall be responsible for payment of any deductible amount. Seller shall be responsible for eighty and twenty-five hundredths percent (80.25%) of premiums for said insurance policy, and Seller shall not be responsible for payment of any deductible amount. Said policy shall have a policy ending date of September 30 of each calendar year during the Term of this Agreement, and October 1 through September 30 of each calendar year shall be the "policy year" for said insurance policy. Each policy year, Buyer shall reimburse Seller for the portion of the premiums for said insurance policy for which Buyer is responsible for that policy year. During the current policy year and the final policy year, Seller shall be responsible for a prorated portion of the premiums for said insurance policy. For the current policy year, such prorations shall be made on the basis of the actual number of days of the policy year and month which shall remain in the policy year from the Closing Date to the conclusion of the policy year, inclusive. For the final policy year within the Term of this Agreement, such prorations shall be made on the basis of the actual number of days of the policy year and month which shall have elapsed on and before the date either (i) Buyer pays Seller the Post-Closing Payment, or (ii) Seller waives its Option pursuant to Section 12.B above. Within thirty (30) days of Seller's receipt of an invoice from Insurance Company for the premiums for said insurance policy, Seller shall submit a written request to Buyer for reimbursement of Buyer's portion of the premiums for said insurance policy. Buyer shall reimburse Seller within thirty (30) days of the date of Seller's written request for Buyer's portion of the premiums for said insurance policy. During the final policy year, Seller shall refund Buyer any amount reimbursed by Buyer to Seller in excess of the proration described above within thirty (30) days after the occurrence of either (i) Buyer's paying Seller the Post-Closing Payment, or (ii) Seller's waiving its Option pursuant to Section 12.B above.
- C. In the event proceeds become payable under said insurance policy by reason of any loss or damage to the Building, or portion thereof, in an amount less than one million dollars (\$1,000,000.00), Seller

and Buyer agree that the proceeds may be utilized for necessary repairs to the Building at the election of Buyer. The election shall be made by Buyer in writing to Seller within ninety (90) days after the loss or damage occurs, provided that Seller immediately informs Buyer of such loss or damage and in no event later than seven (7) days after the occurrence thereof, and provided further that Buyer submits to Seller plans and specifications and contracts for the repair work no later than ninety (90) days after the loss or damage occurs for approval by Seller, who shall not unreasonably withhold such approval. If such election is made, all proceeds, when paid, shall be deposited in escrow with the Escrow Agent within thirty (30) days of receipt of the proceeds by Seller. The Title Company shall be the Escrow Agent, but if the Title Company cannot or will not function as the Escrow Agent, then Buyer and Seller shall choose another Escrow Agent reasonably agreeable to both Buyer and Seller. All escrowed funds shall be disbursed by the Escrow Agent in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be payable solely out of the proceeds held in escrow. Buyer shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Buyer within one (1) year after the damage occurs. If, following payment of the escrow fees and payment for the repair work completed before the conclusion of one (1) year after the damage occurs, there remain any undisbursed escrow funds, such funds shall be paid by Escrow Agent to Seller and Buyer, with Seller being entitled to receive eighty and twenty-five hundredths percent (80.25%) of the funds, and Buyer being entitled to receive nineteen and seventy-five hundredths percent (19.75%) of the funds. If Buyer fails to make the election pursuant to this paragraph, Seller shall be entitled to receive eighty and twenty-five hundredths percent (80.25%) of the proceeds, and Buyer shall be entitled to receive nineteen and seventy-five hundredths percent (19.75%) of the proceeds. Seller shall disburse the proceeds within thirty (30) days of receipt of the proceeds by Seller, or, if Seller receives the proceeds prior to the expiration of the election period, within thirty (30) days after Buyer's failure to elect.

- D. In the event proceeds become payable under said insurance policy by reason of any loss or damage to the Building, or portion thereof, in an amount greater than or equal to one million dollars (\$1,000,000.00), Seller shall be entitled to receive eighty and twenty-five hundredths percent (80.25%) of the proceeds, and Buyer shall be entitled to receive nineteen and seventy-five hundredths percent (19.75%) of the proceeds. Disbursement of

proceeds pursuant to this paragraph shall be deemed to be a waiver of Seller's Option pursuant to Section 12.B above.

- E. Buyer shall inspect the Building at least monthly.
- F. Except as expressly provided in this Section 26 with respect to the expenditure of insurance proceeds as provided herein, in no event shall Seller be responsible for expending any proceeds from any other source for any repair, or for making or causing to be made any repair, to the Building or Property whatsoever, nor shall Seller have any responsibility for upkeep, maintenance, repair, or avoidance of waste on or to the Building or Property. In addition, Seller shall have no responsibility for insuring the contents of the Building, or any other building or structure on the Property, or any other personal property located in or on the Property or within any building or structure on the Property.
- G. Seller shall name Buyer as additional insured on Seller's General Liability policy covering the Property at no cost to Buyer. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the Closing Date to any person or persons or property while such person or persons or property are on or about the Property, including in, on, or about the Building. Buyer shall hold harmless, defend, and indemnify Seller from all liability, loss, costs, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Buyer shall have no liability or obligation to Seller for such injuries that are caused by the negligence or intentional wrongful acts or omissions of Seller.

All other provisions of the Agreement shall remain in full force and effect.

This First Amendment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

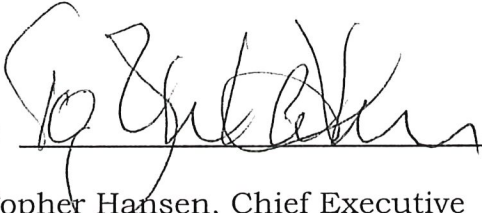
The undersigned have executed this First Amendment as of the date first above written, fully intending the same to be binding upon them, their personal representatives, successors, and assigns.





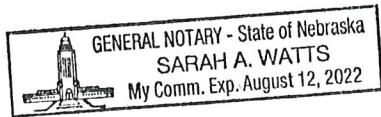
"BUYER"

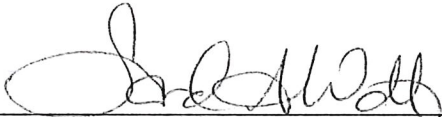
CENTERPOINTE,  
a Nebraska nonprofit corporation

By:   
Topher Hansen, Chief Executive  
Officer

STATE OF NEBRASKA            )  
  )ss  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 31st day of January, 2019, by Topher Hansen, Chief Executive Officer of CenterPointe, a Nebraska nonprofit corporation, on behalf of the corporation.



  
Notary Public

### DECLARATION OF USE RESTRICTIONS

This Declaration of Use Restrictions ("Declaration") is made this 29<sup>th</sup> day of January, 2019, by the County of Lancaster Nebraska, a political subdivision of the State of Nebraska ("Seller"), and CenterPointe, a Nebraska nonprofit corporation ("Buyer").

#### RECITALS

WHEREAS, Seller and Buyer entered into a Real Estate Purchase Agreement, dated November 6, 2018, and also referred to as County Contract No. C-18-0663 ("Agreement"), for the real estate (as defined in Neb. Rev. Stat. § 76-201) located at 2202 S. 11th Street, Lincoln, NE and legally described as follows: Lot Three (3), Saint Francis 1st Addition, an addition to the City of Lincoln,- Lancaster County, Nebraska (the "Property");

WHEREAS, pursuant to Paragraph 12.C of that Agreement the use restrictions contained in Section 12.C of that Agreement shall be embodied in a declaration of use restrictions to be recorded against the Property at Closing and shall be enforceable for the full Use Restriction Period; and

WHEREAS, the Lancaster County Board of County Commissioners ("Board") by resolution expressly has authorized the Chairperson to execute this Declaration on behalf of the Board for the Seller;

#### DECLARATION

NOW THEREFORE, Seller and Buyer hereby declare as follows:

For a term beginning on the Closing Date and terminating twenty (20) years following substantial completion of the Improvements (the "Use Restriction Period"), Buyer makes the following post-closing covenants ("post-closing covenants" and/or "use restrictions"):

- i. Buyer shall ensure the Property is to be used only for the benefit of the

public by providing treatment and care for mental and/or physical health and wellness, rehabilitation, and/or housing for homeless and low-income persons, and uses reasonably related or reasonably ancillary thereto. Furthermore, Buyer shall not commit or allow waste on the Property, and Buyer shall maintain the Property in good condition and repair.

- ii. Without in any way limiting the provisions of Section i above, Buyer additionally shall ensure that the Property is not used, directly or indirectly, for:
  - a. any outdoor off premises advertising specifically including billboards, signboards and related structures and appurtenances, except temporary signs advertising such Property is for sale or lease by the owner thereof;
  - b. any business whose predominant operation is the retail sale of alcoholic beverages for consumption on and off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of fifty percent (50%) of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations;
  - c. any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of fifty percent (50%) of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations;
  - d. any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;
  - e. any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off site pari-mutuel wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law;
  - f. any freestanding cell towers, excluding a cell antenna on top of the building located on the property;

- g. any business providing payday loans, liens, check cashing services, or other similar services except for banks, savings and loans, insurance companies, investment companies, stock brokers, credit unions, and automated teller machines;
- h. any private or commercial golf course, country club, massage parlor, hot tub facility, or suntan facility.

For so long as Buyer, its heirs, successors, assigns, lessees, or agents, own or operate the Property, if the Buyer materially breaches the post-closing covenants provided in this Declaration, Seller shall have remedies available at law or in equity, including the right to specific performance requiring compliance with the applicable use restriction. The use restrictions shall be enforceable for the full Use Restriction Period; provided, however, that the use restrictions contained in this Declaration shall terminate in the event of a breach and subsequent payment of liquidated damages pursuant to Section 12.D of the Agreement. For purposes of this Declaration, substantial completion of the Improvements shall occur when the City of Lincoln's Department of Building and Safety issues to the Buyer an occupancy permit or permits for the Improvements to the Property. The Improvements shall consist of those alterations and modifications to the Property necessary for Buyer to utilize the Property to provide all of the following services to homeless and low income persons: i) mental and/or physical health treatment; ii) rehabilitation; and iii) housing.

This Declaration may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

“SELLER”

LANCASTER COUNTY, a political  
subdivision of the State of Nebraska

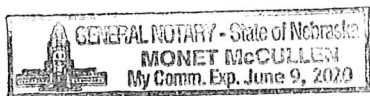
ATTEST:

By: *Dan Nolte*  
County Clerk

By: *Jennifer J. Brinkman*  
Chairperson

STATE OF NEBRASKA            )  
  )ss  
COUNTY OF LANCASTER        )


The foregoing instrument was acknowledged before me this *29th* day of *January*, 2019, by *Jennifer Brinkman* and *Dan Nolte*, Chairperson and County Clerk of Lancaster County, Nebraska, a political subdivision of the State of Nebraska.



*Monet McCullen*  
Notary Public

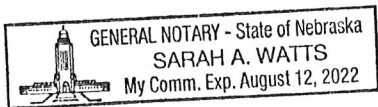
“BUYER”

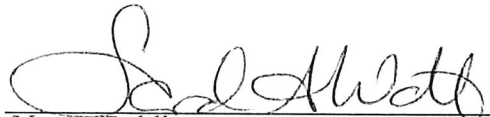
CENTERPOINTE,  
a Nebraska nonprofit corporation

By:   
Topher Hansen, Chief Executive Officer

STATE OF NEBRASKA            )  
  )ss  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2019, by Topher Hansen, Chief Executive Officer of CenterPointe, a Nebraska nonprofit corporation, on behalf of the corporation.



  
Notary Public

## COMMERCIAL AFFIDAVIT AND INDEMNIFICATION

FILE NO. 6103278

The undersigned, hereinafter referred to as affiant, whether one or more and whether masculine or feminine, being of lawful age and being first duly sworn upon oath deposes and says:

1. That this affidavit is given for the purpose of inducing **Old Republic National Title Insurance Company** to issue its policy of title insurance on the property legally described as follows:

**Lot Three (3), Saint Francis 1st Addition, Lincoln, Lancaster County, Nebraska.**

with an address of **2202 South 11th Street, Lincoln, NE 68502**

2. That the owner (whether one or more) of the described property is:

**County of Lancaster, Nebraska**

3. The owner's use and enjoyment of the property has been peaceful and undisturbed and the title to the property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which title to, or possession of the property might be disputed or questioned, or by any reason of which any claim to the property or any portion thereof might be adversely asserted.
4. That no one is in possession of said property other than the owner above named and the tenants of said owner who occupy same. A complete list of all parties in possession (Tenants) of any portion of the property is attached hereto and made a part hereof. There are no other tenancies, leases, parties in possession or other occupancies of the property, and all tenants are as tenants only, with no right of first refusal or options to purchases. If no tenants or other parties are in possession of said property state "None" on the space provided. None.
5. That the named owner has owned the described property and the improvements thereon exclusively and continuously for more than twelve (12) months preceding the date hereof, and that no improvements have been erected upon the described property within twelve (12) months preceding the date hereof, and that without exception, no alterations or repairs have been made to any existing improvements on said real estate within the last twelve (12) months, for which all bills for labor and materials have not been paid in full.
6. I/We know of no contract for the making of repairs or improvements on the property except as follows: (Attach exhibit if necessary or state if not applicable – Do Not Leave Blank). N/A.
7. That there are no unpaid special assessments levied against the Property as of the Closing date.
8. That all management fees and site and/or assessment fees are fully paid.



9. Owner has not received any notice of future improvements which might result in special assessments.
10. There are no unrecorded contracts, leases, easements, agreements, documents, notices of claims relating to the property, other than NONE. (If none, state "NONE").
11. Owner has not received notice of any violation of any covenants, conditions or restrictions, if any, affecting the property.
12. If improvements are located on the Property, the undersigned has not been notified of any zoning violations or violations of local setback or building restrictions regulations.
13. That no proceedings in Bankruptcy have ever been instituted by or against the aforesaid owner nor has said owner ever made an assignment for the benefit of creditors; that no action or proceeding relating to said property or owner is now pending in any state or federal court, and no judgment or any state or federal tax lien of any kind of nature whatsoever exists which now constitutes a lien upon the aforesaid property, except as stated herein.
14. Seller/Owner agrees to indemnify and hold harmless Old Republic National Title Insurance Company and Nebraska Title Company against all payments and expenses, including court costs and attorney fees, if any of the above representations prove inaccurate in whole or part.

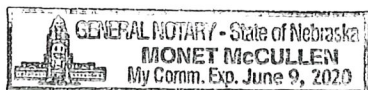
Dated: January 29, 2019

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

By: Jennifer J. Brinkman  
Chairperson

State of Nebraska     )  
                                  ) ss.  
County of Lancaster    )

The foregoing instrument was acknowledged before me on this 29 day of January, 2019, by Jennifer Brinkman, Chairperson of the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska.



Monet McCullen  
Notary Public

SELLER STATEMENT OF UNDERSTANDING

File No.: 6103278
Property: 2202 South 11th Street, Lincoln, NE 68502

I/We understand and agree that any payoff(s) made on our behalf in this escrow transaction are made by Nebraska Title Company with complete reliance on figures supplied by the lender, creditor or taxing agency.

I/We agree that all the terms contained in the Purchase Agreement have been met. I/We further acknowledge that any and all inspections and/or repairs ordered by us or on our behalf have been paid in full or will be paid for out of our proceeds at the time of closing.

I/We agree to make myself/ourselves available for contact by Nebraska Title Company. I/We will be able to be reached as follows:

Phone: 402-441-6865 Email: keagan@lancaster.ne.gov

I/We agree to review the Closing Settlement Statements at time of closing. The Closing Settlement Statement must be signed prior to disbursement of any funds. Signed approval of the Closing Settlement Statement shall be considered as authorization to Nebraska Title Company to disburse funds as shown thereon, and deliver all instruments held.

I/We agree that in consideration of Nebraska Title Company allowing funds to be disbursed for the closing of the above referenced property, if requested by Nebraska Title Company, 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.

I authorize the sale proceeds to be disbursed as follows:

Please forward the net proceeds check by:
no Overnight Mail (Additional charges will apply)
no Regular Mail Service
Address to send check: n/a
YES Personally picked up by me/us
no Delivered by Real Estate Agent
no Wire Transfer (Additional charges will apply)
Name of Bank: n/a
City and State: n/a
ABA No.: n/a Acct. No.: n/a
Name on Account: n/a
Address on Account: n/a

Dated: January 29, 2019

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

By: Jennifer J. Burkner
Chairperson

UTILITY TRANSFER AGREEMENT

File No.: 6103278

RE: 2202 South 11th Street, Lincoln, NE 68502

Buyer hereby agrees to have all utility services indicated below transferred into Buyer's name no later than the first business day following closing. Buyer also agrees to accept responsibility for payment of any utility charges accrued after the date of closing. It is the Buyer's sole and absolute responsibility to make any arrangements necessary for the transfer of utilities into their name.

WATER

ELECTRIC

GAS

NOTICE REGARDING WATER: Buyer and Seller accept responsibility for reading the water meter to enable processing of the final water bill and providing the meter reading to Nebraska Title Company within 24 hours of the date of closing.

Seller agrees to be responsible for payment of final bills for said utilities. Nebraska Title Company has escrowed Seller's proceeds for payment of the final water bill based on billing history from Lincoln Water System. In the event the amount escrowed is insufficient to pay the final water bill Seller will be responsible for any additional amount due.

Buyer and Seller agree to hold Nebraska Title Company and their agents harmless from any liability associated with the transfer of all utility services.

Date: January 29, 2019

Date: January 31, 2019

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

Centerpointe,  
a Nebraska non-profit corporation

By: *Kevin J. Bink*  
Chairperson

By: *Topher Hansen*  
Topher Hansen, Chief Executive Officer

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

RESOLUTION REGARDING THE SALE OF )  
PROPERTY GENERALLY LOCATED AT )  
2202 SOUTH 11th STREET, LEGALLY ) RESOLUTION NO. R-19-0006  
DESCRIBED HEREIN, AND LOCATED IN )  
THE CITY OF 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, Neb. Rev. Stat. § 23-107.01 further provides that the County may sell such property after determining the fair market value of the property and conducting a public hearing for interested parties to speak for or against the sale of the property and raise any issue regarding the fair market value;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-107.01, the County is required to set a date, within two months of the date of the public hearing, for sale to the highest bidder;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-107.01, if the Board receives no bids or if the bids received are substantially lower than the fair market value, the Board may negotiate a contract for sale of the real estate if such negotiated contract is in the best interests of the County;

WHEREAS, pursuant to Neb. Rev. Stat. §§ 23-103 and 23-104, the Board has the power to sell any real estate owned by the County in such manner and upon such terms and conditions as may be deemed in the best interest of the County;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104.03, the County has the authority to sell, real estate necessary for use of the county to plan, initiate, fund, maintain, administer, and evaluate facilities, programs, and services that meet the rehabilitation, treatment, care, training,

educational, residential, diagnostic, evaluation, community supervision, and protective service needs of dependent, aged, blind, disabled, ill, or infirm persons, persons with a mental disorder, and persons with an intellectual disability domiciled in the County;

WHEREAS, the County owns real estate generally located at 2202 South 11th Street, Lincoln, Lancaster County, Nebraska, legally described as:

Lot Three (3), Saint Francis 1st Addition, Lincoln, Lancaster County, Nebraska (“Property”);

WHEREAS, on February 6, 2018, the Board conducted a public hearing wherein interested parties were given the opportunity to speak for or against the sale of the Property;

WHEREAS, pursuant to Resolution R-18-0010, the Board resolved that the Property no longer served a County purpose; that the fair market value of the Property was \$2,025,000.00; that the public sale of the Property should be set for Thursday, March 8, 2018, at 2 P.M.; and that the County Clerk was to provide notice in accordance with Neb. Rev. Stat. § 23-107.01(3);

WHEREAS, pursuant to Resolution R-18-0010, the Board reserved its right pursuant to Neb. Rev. Stat. § 23-107.01, if the Board receives no bids or if the bids received were substantially lower than the fair market value, to negotiate a contract for sale of the real estate if such negotiated contract is in the best interests of the County;

WHEREAS, following notice in accordance with Neb. Rev. Stat. § 23-107.01(3), the Lancaster County Sheriff’s Office conducted a public sale of the Property on March 8, 2018, returning to the Board a high bid of \$800,000 for the Property;

WHEREAS, pursuant to Resolution R-18-0022, the Board determined that the bids received during the public sale were substantially lower than the Property’s fair market value;

rejected such bids; and restated that, pursuant to Neb. Rev. Stat. § 23-107.01(4), it may negotiate a sale of the Property if such negotiated contract for sale was in the best interest of the County;

WHEREAS, pursuant to County Contract No. C-18-0663, dated November 6, 2018 (“Real Estate Purchase Agreement”), following negotiations concerning the Real Estate Purchase Agreement, the Board and CenterPointe, a Nebraska nonprofit corporation, (“CenterPointe”) entered into a contract for sale of the Property in the best interests of the County, which Real Estate Purchase Agreement is incorporated herein by this reference;

WHEREAS, pursuant to the terms and conditions of the Real Estate Purchase Agreement, which terms and conditions contain certain use restrictions related to the services described in Neb. Rev. Stat. § 23-104.03, the Board wishes to convey and sell the Property, with an anticipated closing date of January 31, 2019;

WHEREAS, pursuant to the Real Estate Purchase Agreement and to facilitate the sale and conveyance of the Property, the Board wishes to authorize the Chairperson of the Board to execute the Warranty Deed, the Commercial Affidavit and Indemnification, the Utility Transfer Agreement, the Seller Statement of Understanding, and the Declaration of Use Restrictions (collectively, “Closing Documents”), all of which are attached hereto and incorporated herein by this reference, and to deliver on or before the anticipated closing date said executed Closing Documents to Nebraska Title Company; and

WHEREAS, the Board also wishes to authorize the County’s Chief Administrative Officer, Kerry Eagan, to execute on behalf of the Board any additional documentation or instruments that may be required to effect the sale of the Property pursuant to the terms and conditions of the Real Estate Purchase Agreement;


NOW, THEREFORE, BE IT RESOLVED by the Board that the County shall sell and convey the Property to CenterPointe pursuant to the terms and conditions of the Real Estate Purchase Agreement, with an anticipated closing date of January 31, 2019;


AND BE IT FURTHER RESOLVED by the Board that:

1. The Chairperson of the Board is hereby authorized to execute the Closing Documents, and is hereby directed to deliver on or before the anticipated closing date the executed Closing Documents to Nebraska Title Company to effect the sale of the Property pursuant to the terms and conditions of the Real Estate Purchase Agreement; and
2. The County's Chief Administrative Officer, Kerry Eagan, is hereby authorized to execute on behalf of the Board any additional documentation or instruments that may be required to effect the sale of the Property pursuant to the terms and conditions of the Real Estate Purchase Agreement.

DATED this 29<sup>th</sup> day of January, 2019, at the County City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

  
\_\_\_\_\_  
Rick Vest

  
\_\_\_\_\_  
Jennifer J. Bunker  
**SCHORR NO**

\_\_\_\_\_  
**AMUNDSON ABSENT**

APPROVED AS TO FORM  
this 29<sup>th</sup> day of  
January, 2019.

  
\_\_\_\_\_  
Deputy County Attorney

for PATRICK CONDON  
Lancaster County Attorney

ATTEST

By: Dan Nolte  
Dan Nolte  
Lancaster County Clerk

STATE OF NEBRASKA            )  
  )ss  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of  
January, 2019, by Sean Flowerday, Rick Vest, Jennifer Brinkman,  
Jenifer Holloway, Dan Nolte

\_\_\_\_\_  
Commissioners, Deputy County Attorney, and County Clerk of Lancaster County, Nebraska, a  
political subdivision of the State of Nebraska.

Monet McCullen  
Notary Public

