AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

RECEIVED
MAR 11 2015
DEBRA L. HOUGHTALING
SARPY COUNTY CLERK

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Anne Lee deposes and says that he is the Editor of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, December 24, 2014 Gretna Breeze

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Shon Barenklau OR Anne Lee
Publisher Business Manager

Today's Date 12/31/2014
Signed in my presence and sworn to before me:

Notary Public

GENERAL NOTARY - State of Nebraska
LAURA A ESTEP-BRONK
My Comm. Exp. October 21, 2017

Printer's Fee $ 11.52
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HILLMAN, FORMAN,
CHILDERS & McCORMACK
ATTORNEYS AT LAW
SUITE 650
7171 MERCY ROAD
OMAHA, NEBRASKA 68106
NOTICE OF MEETING

Sanitary and Improvement District No. 230
of Sarpy County, Nebraska

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, will be held at 7:00 p.m. on Monday, December 29, 2014, at Chalco Hills Recreation Area Visitor's Center, Small Conference Room, 8901 South 154th Street, Omaha, Nebraska, which meeting will be open to the public.

An agenda for such meeting, kept continuously current, is available for public inspection at
7171 Mercy Road, Suite 650, Omaha, Nebraska 68106, and includes payment of bills of the
District.

James Welniak
Clerk of the District

1821508; 12/24

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 7:00 o'clock p.m. on Monday, December 29, 2014, at Chalco Hills Recreation Area Visitor's Center, Small Conference Room, 8901 South 154th Street, Omaha, Nebraska.

Walt Dworak

James Welniak

Carol Love

Patrick Vipond

Rick Faber

CERTIFICATE

The undersigned hereby certify that they are the Chairman and Clerk of Sanitary and Improvement District Number 230 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 6 day of Jan, 2014.

Walter D Dworak
Chairman

James W Schmidt
Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA

Agenda for Trustees' meeting to be held December 29, 2014, at 7:00 p.m. at Chalco Hills Recreation Area Visitor's Center, Small Conference Room, 8901 South 154th Street, Omaha, Nebraska, which meeting will be open to the public.

1. Announcement in Compliance with Open Meetings Act

2. Approval of Minutes of October 28, 2014 Meeting

3. Review Bids and Accept Offer for Purchase of Lot 24B

4. Attorney's Report
   A. Request to Restrict Parking on Cinnamon Drive
   B. Crack Sealing
   C. Ponding of Water
   D. Request to Extend MUD Recovery Period

5. Payment of Bills

CERTIFICATE

The undersigned Clerk of the above-designated District certifies that the foregoing agenda was prepared and available for public inspection at the address shown in the notice of the meeting prior to the commencement of the meeting and no items were added to the agenda after the commencement of the meeting.

Clerk, Sanitary and Improvement District
No. 230 of Sarpy County, Nebraska

SANITARY AND IMPROVEMENT DISTRICT NO. 230
OF SARPY COUNTY, NEBRASKA

Minutes of Meeting of Board of Trustees
December 29, 2014

A meeting of the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska was convened in open and public session on December 29, 2014 at 7:00 p.m. at Chalco Hills Recreation Area Visitor's Center, Small Conference Room, 8901 South 154th Street, Omaha, Nebraska.

Present were: Chairman Walt Dworak, Clerk James Welniak and Trustees Carol Love, Patrick Vipond and Rick Faber.

Absent: None.

Also present: Realtor Pat Lichter of NP Dodge Real Estate, Engineer Jim Olmsted of Olmsted & Perry, Attorney Larry Forman of Hillman, Forman, Childers & McCormack and John Aberg. (Cinnamon Acres Homeowners Association President Jim Love also attended that portion of the meeting dealing with the Attorney's Report.)

Notice of the meeting was given in advance thereof by publication in the Gretna Breeze on December 24, 2014, and the attorney presented proof of publication of said notice, a copy of said proof being attached to these minutes. Advance notice was also given to the members of the Board of Trustees and a copy of their acknowledgment of receipt of such notice is attached to these minutes. Notice was also given to the County Clerk of Sarpy County, Nebraska per the attached Certificate of the Clerk of the District. Availability of the agenda was communicated in the advance notice and in the notice given to the Board of Trustees and to the County Clerk. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public

The Chairman stated that the first item of business on the agenda was an announcement in compliance with the Nebraska Open Meetings Act. He stated that in compliance with the Act, a current copy of the Nebraska Open Meetings Act was available for review on the table at which the Board Members were seated.

The Chairman stated that the next item of business on the agenda was approval of the minutes of the October 28, 2014 meeting. After brief discussion, the minutes were approved as submitted.

The Chairman stated that the next item of business on the agenda was review of bids and acceptance of an offer for the purchase of Lot 24B. The Chairman called upon Realtor Pat Lichter for a report on the status of the marketing of Lot 24B. Mr. Lichter stated that he had received two proposals for the purchase of the Lot, the proposals being as follows:

A. A proposal dated December 19, 2014 from James and Debra Shemwell in the amount of $40,000.00, a copy of which is attached to these minutes, which, according to an email from realtor Linda McGuire, had been increased to $50,000.00. Following brief discussion, this proposal was unanimously rejected.

B. A proposal dated December 17, 2014 from John and Racheal Aberg in the amount of $120,000.00, a copy of which is attached to these minutes. Mr. Lichter stated that the offer requires the District to provide a pin survey showing exact locations of all corners and easements. He stated that the estimated cost of such a survey was approximately $600.00. He stated that the Abergs are aware of the opposition of certain neighbors in the subdivision, including a couple members of the Cinnamon Acres Homeowner Association Board of Directors, to the placement of a home on the lot, and he submitted to the Trustees a copy of his email dated December 17, 2014 which was attached to the copies of the Purchase Agreement from the Abergs submitted to the Attorney and Trustees, a copy of which email is attached to these minutes, regarding the Abergs' awareness of the situation. In response to a question from the Chairman, Mr. Aberg confirmed that he is aware of the issues and stated that resolution of the controversy is not a condition to the purchase of the property. Mr. Aberg added that he previously lived in the subdivision and welcomed the opportunity to return. He stated that if his proposal is accepted, he would intend to build within the next two to three years.

Discussion ensued concerning the present condition of the easement area providing access to the property, with the Trustees confirming that the easement path will be improved with a 1¼" limestone surface, with the purchaser having the opportunity to install a hard surface roadway in the future at the purchaser's expense. The Trustees also observed that the 20' easement is augmented by a 5' wide temporary construction easement to facilitate construction activity. With respect to trees on the Marriott property (Lot 23) which may be encroaching within the easement area, the easement obtained from the Marriotts did not permit encroachment of trees within the area covered by the easements for which reason the purchaser of Lot 24B will be entitled to trim or remove the

encroaching trees as necessary to fully utilize the rights granted by the easements from the Marriotts.

Discussion ensued, with the Board members acknowledging that the sale of the property no longer required by the SID for public purposes will allow the property to be placed on the tax rolls to generate additional tax revenue for the District while the sale will generate significant funds to apply toward reduction of the District's outstanding debt, hopefully creating an opportunity for passing on some degree of tax relief to District property owners. Thereafter, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye
Rick Faber	- Aye

the following resolutions were adopted:

WHEREAS, the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska has heretofore declared Lot 24B, Cinnamon Acres Replat Lot 24 to be surplus property no longer required for use by the District in connection with its governmental functions in general including but not limited to operation of the water distribution system serving properties within the District; and

WHEREAS, the Board of Trustees of the District did, on September 16, 2014 authorize the District's Chairman to list said Lot 24B for sale with Realtor Pat Lichter with N.P. Dodge Real Estate Co. for a price to be determined by the Chairman in consultation with Mr. Lichter; and

WHEREAS, the Chairman of the District did subsequently sign a listing agreement with Mr. Lichter whereby the said Lot 24B was listed for sale for the amount of $135,000.00; and

WHEREAS, Mr. Lichter did, on December 17, 2014, obtain from John and Racheal Aberg a proposal for the purchase of said Lot 24B for the price of $120,000.00 according to the terms and conditions contained in said proposal; and

WHEREAS, the proposal of the Abergs as aforesaid is the highest offer received to date by Mr. Lichter for said Lot 24B; and

WHEREAS, the Board of Trustees has concluded that the proposal of the Abergs is fair and reasonable and that the interests of the SID and its taxpayers will best be

served by accepting the proposal and proceeding forthwith with the sale of said Lot 24B,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska does hereby approve and accept the proposal of John and Racheal Aberg dated December 17, 2014 for the purchase of Lot 24B, Cinnamon Acres Replat Lot 24 for the amount of $120,000.00 according to the terms and conditions of the purchase agreement, a copy of which is attached to these minutes.

FURTHER RESOLVED, that the Chairman and Clerk be and hereby are authorized and directed to execute duplicate copies of the purchase agreement, addendum #1 attached thereto, and all other documents and forms from time to time required to facilitate the sale of the property as aforesaid.

The Chairman stated the next item of business on the agenda was the Attorney's report. Larry Forman reported as follows:

A. Request to Restrict Parking on Cinnamon Drive. Mr. Forman stated that in response to concerns expressed regarding hazards created by the present practice of allowing parking on both sides of Cinnamon Drive, he had been directed to contact Home Association President Jim Love to identify those parcels along the edge of which the District should request County Board approval to restrict parking and authorize the installation of "no-parking" signs which, if ignored, could be enforced by the Sarpy County Sheriff. Jim Love, President of the Cinnamon Acres Homeowners Association, joined the meeting and stated that it was the hope of the Association that parking be prohibited on the portions of Cinnamon Drive abutting Lots 17R, 23, 24A and the east portion of 18R. He stated that if the County Board was reluctant to eliminate parking on both sides of the street, he would request a prohibition from parking on the portion of Cinnamon Drive abutting Lot 17R. Mr. Love explained that this request was based on three principle factors including speed, the fact that the segment of roadway in question is on a curve, and the fact that the segment of roadway involved is subject to a significant grade change. After further discussion, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye
Rick Faber	- Aye

the following resolution was adopted:

> **WHEREAS,** the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska has determined that in the interest of public safety and because of the interplay of a number of factors including topography, roadway configuration, and applicable speed restrictions, the District should approach the Sarpy County Board of Commissioners to designate the portions of Cinnamon Drive abutting Lots 17R, 23, 24A and the east portion of 18R in Cinnamon Acres as a "no-parking" zone and to authorize the District to place "no-parking" signs indicating the boundaries of the "no-parking" area to facilitate enforcement of the said limitation by the Sarpy County Sheriff.

The Trustees directed the Attorney to submit a request to the Sarpy County Board of Commissioners requesting adoption of a resolution prohibiting parking along the segments of Cinnamon Drive as aforesaid and authorizing placement of "no-parking" signs on the subject portions of the roadway.

B. Crack Sealing. Engineer Jim Olmsted addressed this issue. He stated that arrangements had been tentatively made with Micktom for performance of this work but due to the contractor's current backlog, the work has not yet been performed. The necessary work will be performed as soon as weather conditions permit.

C. Ponding of Water. Engineer Jim Olmsted also addressed this topic. He stated that he has inspected the District's streets and has determined that ponding may be a problem on the portion of Chutney adjacent to the drainage flume. He suggested, however, that the problem at that location may be more of a homeowner issue than a District issue. Trustee Carol Love inquired about the situation on Sage Street and Mr. Olmsted indicated that the problem at that location may be the result of an adjacent tube filling with silt. He stated that he will inspect the situation and arrange for a contractor to remove the silt if that is indeed the cause of the problem. Home Association President Jim Love submitted a letter, a copy of which is attached to these minutes, identifying those areas in which the Homeowner Association has observed ponding problems. Regarding the situation on Sage Street, Mr. Love observed that standing water covers portions of Lots 44 and 45 and he suggested that it is his belief the drainage tube is either inadequately sized to accommodate storm drainage or is filled with silt. Mr. Love also indicated a problem had been observed on Tarragon Circle with a drain on Lot 33 which is either filled with silt or collapsing. He stated that the drain in question crosses Tarragon Circle and travels north and east behind Lots 30R and 31R where is

connects with a drain coming from Cinnamon Drive, continuing under Chutney Drive going east to the drainage creek and into the silting basin at Lot 15R. Mr. Love also observed that at Tarragon Circle, the water follows a drainage ditch from west to east crossing under Tarragon Circle prior to its intersection with Chutney. The dirt around the pipe at this location is eroding and the pipe appears to be collapsing. Mr. Olmsted stated that he would inspect these areas as well, reporting back to the Trustees at their next meeting. During the discussions that ensued, Mr. Love added that some of the problems appear to have originated with water from the Palisades Subdivision. He suggested that the drainage pipe leading from Palisades into Cinnamon Acres may be inadequately sized but Mr. Olmsted suggested that the problem may relate more to inadequate maintenance of the silt basin in Palisades, leaving that basin with inadequate capacity to properly perform its function. Mr. Olmsted stated that he would also look into this situation and report back to the Board.

D. Request to Extend MUD Recovery Period. Mr. Forman reported that he will be submitting a letter in the near future to Keri Kasun at MUD requesting extension of the period of time during which the District can continue to recover a portion of connection fees collected by MUD for properties connecting into the MUD water mains in 168th Street and in Cornhusker Road.

The Chairman stated that the next item of business on the agenda was payment of bills. The Clerk presented the following statements for payment through the District's general fund:

Olmsted & Perry Engineers - $212.98 for engineering services
Hillman, Forman - $6,730.95 for legal fees and expenses

Upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye
Rick Faber	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrants No. 708, 713 and 714 to the following payees and in the following amounts, said warrants to be drawn on the

General Fund of the District and to draw interest at the rate of 7% per annum and to be redeemed no later than three years from the date of issuance, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

#708	Olmsted & Perry Engineers - engineering svcs. #02-14029	$212.98
#713	Hillman, Forman - legal fees and expenses	$5,000.00
#714	Hillman, Forman - legal fees and expenses	$1,730.95

Concerning a general fund warrant that was previously issued, the Chairman stated that it was necessary for Warrant #709 payable to Great Plains Locating Service, Inc. in the amount of $500.00 drawn on the general fund of the District to be cancelled. This warrant was lost by the payee. After brief discussion, upon motion duly made, seconded and roll call vote taken in open session convened, the votes being as follows:

Walt Dworak	- Aye
James Welniak	- Aye
Carol Love	- Aye
Patrick Vipond	- Aye
Rick Faber	- Aye

the following resolution was adopted:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 230 Sarpy County, Nebraska, that warrant #709 payable to Great Plains Locating Service, Inc. in the amount of $500.00 be and hereby is cancelled.

There being no further business to come before the meeting, the same was adjourned.

Walt Dworak
CHAIRMAN

ATTEST:

James B Welniak
CLERK

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

NP Dodge Real Estate Sales, Inc. (Broker) Date: 12-19-14

The undersigned Buyer, (whether one or more) offers to purchase the following described Property under the terms and conditions set forth in this Uniform Purchase Agreement ("Agreement")

1. ADDRESS: _____

2. LEGAL DESCRIPTION (Property): Lot 24B Cinnamon Acres

(County) Sarpy (State) NE including all fixtures and equipment attached to the Property.

3. PERSONAL PROPERTY: The only personal property is as follows: NONE

4. CONVEYANCE: Seller shall convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, ☒ no exceptions ☐ except _____ subject to all building and use restrictions, utility easements abutting the boundary of the Property, easements and covenants now of record.

5. ASSESSMENTS: Seller shall pay any assessments for paving, curb, sidewalk or utilities previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed.

6. CONSIDERATION AND EARNEST DEPOSIT: Buyer shall pay: $ 40,000 Fourty Thousand + 00/100

6.1 Earnest Deposit: $ 5,000 deposited herewith as evidenced by the receipt below. The Earnest Deposit is made payable to the Escrow Agent. Broker is authorized to deliver the check to the Escrow Agent. Upon delivery to the Escrow Agent, the Broker and Broker's Agent shall have no further responsibility or liability to the Buyer or Seller for the accounting of the funds. If the Earnest Deposit is paid by check, it will be cashed by the Escrow Agent. The funds shall be applied to the purchase price of the Property at closing. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified below, the Earnest Deposit shall be refunded. In the event of the wrongful refusal or failure of the Buyer to consummate the purchase, the Seller may, at Seller's option, retain the Earnest Deposit as liquidated damages for failure to carry out the terms of this Purchase Agreement. If the Earnest Deposit is paid in cash or the Deposit is made payable to the Broker or Seller, see attached addendum.

6.2 ☒ **All Cash:** Balance of $ 35,000 shall be paid in cash, or certified or cashier's check at time of delivery of deed, no financing required.

6.3 ☐ **Conditioned Upon Financing:** Balance of $ _____ shall be paid in cash or certified funds at time of delivery of deed, conditioned upon Buyer's ability to obtain financing to be secured by first mortgage or deed of trust on the property in the amount of $ _____

6.3.1 The financing will be: ☐ **FHA,** ☐ **VA,** ☐ **Conventional with PMI,** ☐ **Conventional, or** ☐ **Other** _____ with terms providing for initial interest not exceeding _____% per annum, plus mortgage insurance if required. This note will be for a period of not less than _____ years, amortized over a period of not less than _____ years, with initial monthly principal and interest payment of not more than $ _____ plus taxes and insurance. Loan origination/service fee to be paid by the Buyer.

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

Address: Lot 24B Cinnamon Acres

EQUAL HOUSING OPPORTUNITY REALTOR

6.3.2 Buyer agrees to make application for financing within five (5) days of final acceptance of this offer to:

☐ "First National Bank" or ☐ Other _____
and to sign all papers and pay all costs in connection therewith, and to establish escrow reserves as required. This offer shall be null and void, and the Deposit will be returned to Buyer, if the financing is not approved within _____ days from date of acceptance. If processing of the application for financing has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or denial. If the original loan application is denied, the Buyer authorizes and instructs the Lender to notify in writing the Buyer, the Seller and all real estate licensees involved in the transaction.
Upon notification of denial, the contract shall be void and the Deposit will be refunded to Buyer unless Seller and Buyer mutually agree in writing within five (5) business days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original Lender.

Lender: _____ Lender E-mail: _____

6.3.3 Discount points not to exceed ___, equal to $ _____ will be paid by _____

6.4 ☐ A. Seller Financing (see attached addendum) ☐ B. Loan Assumption (see attached addendum)

7. TAXES:
☒ **Douglas/Sarpy Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes and shall be prorated as of date of:
☐ possession, ☒ closing, or ☐ other _____

☐ **Other Counties Taxes:** All consolidated real estate taxes for the year in which the closing takes place (based on current assessment and tax rate) shall be prorated as of date of:
☐ possession ☐ closing, or ☐ other _____

8. RENTS, DEPOSIT AND LEASES, IF RENTED: All rents shall be current and shall be prorated to date of closing. All tenant deposits and leases shall be assigned to Buyer. Seller shall provide copies of all current leases to Buyer.

9. SANITARY IMPROVEMENT DISTRICT(S.I.D.): Buyer understands that this Property is located within S.I.D. #_____ and acknowledges receipt of the most recently filed S.I.D. statement.

10. TITLE INSURANCE: Seller shall furnish a current title insurance commitment or complete abstract of title to Buyer as soon as practical. The cost of any title insurance policies and endorsements shall be equally divided between Buyer and Seller. Buyer shall deliver to Seller a notice setting forth the defects in the title, if any. If title defects are found, Seller shall attempt to correct the defects within a reasonable time. If title defects are not cured within a reasonable time, the Buyer may rescind this Agreement and the Earnest Deposit shall be refunded to Buyer. In accordance with federal laws and regulations, Buyer hereby directs the title insurance work to: ☐ NP Dodge Title Services, ☐ Omaha Title & Escrow, ☐ Washington County Abstract and Title or ☒ other PROFESSIONAL TITLE.
Buyer hereby selects the expanded ALTA Homeowners Policy of Title 10/17/98, if available or BASIC ONLY.
Buyer and Seller authorize to the designated title insurance company to contact them.

11. HOMEOWNER'S ASSOCIATION. Buyer acknowledges that the Property may be subject to protective covenants that govern Buyer's use of the Property, and that may be enforced by the homeowner's association or its members. Buyer can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowner's and neighborhood association assessments levied and due as of closing. Homeowner's or neighborhood association dues shall be prorated to the date of closing. Buyer shall be responsible for all future homeowner's or neighborhood association dues, if any.

12. CLOSING AND POSSESSION: Approximate closing date to be: January 9, 2015

Possession date to be: ☒ Closing or ☒ _____

At _____ ☐ AM ☐ PM

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

Address: Lot 24B Cinnamon Acres

EQUAL HOUSING OPPORTUNITY REALTOR

13. ESCROW CLOSING: The closing of the sale will be handled by an Escrow Agent and Broker is authorized to transfer all contracts and the Deposit or any other funds it receives to the Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Seller or Buyer for closing of the sale, or accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller unless Buyer is obtaining a loan that does not allow Buyer to pay for such cost (such as V.A.), in which case such charge shall be paid by Seller.

Buyer appoints as escrow agent Escrow ☐ NP Dodge Title Services, ☐ Omaha Title & Escrow, ☐ Washington County Abstract and Title or ☒ other PROFESSIONAL TITLE.
Buyer and Seller grant consent to the designated escrow company to contact them.

14. STATE DOCUMENTARY TAX: The State Documentary Tax on the deed shall be paid by the Seller.

15. INSURANCE: All risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged, Buyer shall have the right to rescind this agreement, and Seller shall refund the Deposit to Buyer. Buyer shall be responsible for its own hazard insurance coverage at closing.

16. WOOD INFESTATION:
16.1 Buyer (Seller, in the case of a new V.A. Loan) agrees to pay the cost of a wood-destroying insect inspection of the Property and detached structures. This inspection shall be performed by ☐ TNT Termite Inspections, Inc.; or ☒ other LIEN
16.2 Seller shall pay for any treatment or repair work found necessary for issuance of a wood destroying insect warranty. Provided, however, if treatment and repairs exceed ☒ 2% of purchase price or $ _____ this Agreement may be cancelled by Seller or Buyer by written notice delivered to the other party within five (5) business days of receipt of wood destroying insect inspection report. Buyer agrees to accept the treated Property upon completion of repairs.

17. SMOKE DETECTOR: Seller shall install, at its expense, smoke detectors as required by law.

18. REMUNERATION: Buyer and Seller acknowledge and understand that real estate licensees involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or services as defined in attached addendum, if applicable. Buyer and Seller acknowledge receipt of the Controlled Business Arrangement Disclosure Statement.

19. COMPENSATION OF BUYER'S BROKER: Buyer shall pay $ 695 at closing to Buyer's Broker. The compensation will be collected in all cases except if Buyer secures a loan that does not allow Buyer to pay for such cost or Buyer has previously agreed to pay Buyer's Broker compensation under a separate Buyer Agency Agreement entered into with Buyer's Broker. If this compensation is paid by Buyer to Buyer's Broker, Seller and Buyer agree that Buyer's Broker, which may be the same as the Listing Broker, may collect compensation from both Seller and Buyer.

20. RELEASE OF INFORMATION: Buyer and Seller authorize the release of sale information on the purchase of this Property to the applicable Multiple Listing Service (MLS).

21. CONDITION OF PROPERTY: Seller shall maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition and fit for their intended purposes until delivery of possession. Buyer may walk through the Property within 48 hours before closing to confirm compliance with this Agreement.

22. BUYERS PERSONAL INSPECTION: This offer is based upon Buyer's personal inspection or investigation of the Property and not upon any representation of warranties of condition by Seller or any Realtors involved in this transaction. If improvement sq. footage, location of property lines, lot size, encroachments and condition of improvements are important to Buyer's decision to purchase, Buyer acknowledges that Buyer has been advised to make an independent investigation.

23. SELLER PROPERTY CONDITION DISCLOSURE STATEMENT: Buyer acknowledges receipt of Seller Property Condition Disclosure Statement. N/A

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

Address: Lot 24 B Cinnamon Acres

EQUAL HOUSING OPPORTUNITY REALTOR

24. LEAD-BASED PAINT ADDENDUM: If the residential dwelling/improvements on the Property were constructed prior to January 1, 1978, Buyer acknowledges receipt of a Lead-Based Paint Addendum.
Constructed prior to 1978 ☐ Yes ☐ No

25. SURVEY: buyer agrees to pay for:

- ☒ an Improvement Location Survey (plot plan)
- ☐ an ALTA Survey (American Land Title Association)
- ☐ Boundary Drawing
- ☐ a Boundary and Improvement Survey (pin survey)
- ☒ Waived if not required by Lender

26. MOLD INSPECTION: The Broker and his Agents are unaware of the presence of harmful molds and are not experts in the field of harmful molds. The presence of harmful molds may be determined with a mold inspection. If harmful mold presence is discovered, it is the Buyer's sole responsibility to determine whether the presence and the level of the mold is acceptable. The cost and quality of mold inspections may vary significantly. A determination whether a mold inspection should be conducted is solely the responsibility of the Buyer. Buyer holds the Broker and his agent harmless in the event any harmful molds are present on the Property. Buyer has been advised of the availability of a mold inspection.

☐ Buyer elects to have a mold inspection; ☒ Buyer does not elect to have a mold inspection

27. PROPERTY INSPECTION ACKNOWLEDGEMENT: Buyer has been advised of the availability of Property inspections

- ☐ Buyer elects to have a Property Inspection
- ☐ Buyer does not elect to have a Property Inspection
- ☐ Buyer elects to have a radon inspection.
- ☐ Buyer does not elect to have a radon inspection.

28. PROPERTY WARRANTY: Buyer has been advised of the availability of a limited warranty service plan and understands that the coverage is limited to the terms contained in the application and/or policy.

☐ Property warranty accepted and paid by ☐ Buyer ☐ Seller.

Plan selected is ☐ 2-10 Home Buyers Warranty; ☐ Other _____

Cost is $ _____plus applicable tax. ☐ _____(Buyer's Initials) Buyer declines property warranty coverage.

29. MODIFICATION IN WRITING: Any modification of the terms of this agreement must be in writing and signed by all parties.

30. ELECTRONIC TRANSACTION AUTHORIZATION: Buyer and Seller agree that all records relating to the sale of this Property; including all offers, counteroffers and acceptances (1) may be transmitted by electronic means including fax and e-mail; (2) shall be treated in all respects as originals and shall satisfy all legal requirements, if any, that the records be in writing; (3) electronic signatures attached or affixed thereon shall be treated as original signatures and shall satisfy all legal requirements, if any, that the record be signed and (4) shall be re-executed by both parties on an original form if requested by either party.

31. NAMES FOR DEED: The following names will be used for the deed:
James + Debra Stemwell wros

32. Earnest deposit to be given when contract is accepted
Homeowner to pay Lender Mortgage $1500.00 Commission fee.
(fifteen Hundred dollars + 00/100)

33. OFFER EXPIRATION: This offer is subject to acceptance by Seller on or before: _____ at _____.

34. RECEIPT OF OFFER: Buyer acknowledges receipt of a signed copy of this offer to purchase and an Estimated Buyer's Closing Cost Statement.

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

Address: Lot 24B Cinnamon Acres

SIGNATURES:

Buyer: DocuSigned by: CD8C024716CC4D7... Date 12/19/2014 Buyer: DocuSigned by: CD8C024716CC4D7... Date 12/19/2014

Agent: Linda McGuire Date 12/19/14

Buyer (Printed) James Shemwell

Buyer (Printed) Debra Shemwell

Address: 9375 Cinnamon Drive, Omaha NE 68136

Phone: 402-894-1775 E-mail Address: Shemwelld@cox.net

35. EARNEST DEPOSIT RECEIPT: The undersigned Broker or Broker's Agent acknowledges that the Buyer has tendered an Earnest Deposit of _____ payable to the Escrow Agent. The undersigned shall deliver the funds to the Escrow Agent upon acceptance of this Agreement by all parties. If the Earnest Deposit is paid by cash or the deposit is made payable to the Broker or Seller, see attached addendum. This receipt is not an acceptance of the above offer to purchase. (Check # _____).

NP Dodge Real Estate Sales, Inc. Agent name Linda McGuire

Office Address 12915 W Dodge Road Omaha, NE 68154

Agent Signature Linda McGuire Date 12/19/14 Mobile Phone 402-871-9559

Broker Code # 770 Agent Code # 480076 Agent E-mail lmcguire@npdodge.com

36. SELLER'S ACCEPTANCE:

The Seller accepts the foregoing offer to purchase and acknowledges receipt of a copy of this Agreement with all identified addenda and an Estimated Seller's Closing Cost Statement.

Seller E-mail: _____ Seller's Agent E-mail: _____

Seller _____ Date _____ Seller Name Printed _____

Seller _____ Date _____ Seller Name Printed _____

Agent _____ Date _____ (If the subject property is the seller's primary residence then notarize below)

ACKNOWLEDGEMENT

State of _____ County of _____
The foregoing Purchase Agreement was Acknowledged before me

this _____ day of _____ by Seller

Notary Public _____

My Commission expires on _____
Notary Seal REQUIRED

State of _____ County of _____
The foregoing Purchase Agreement was Acknowledged before me

this _____ day of _____ by Seller

Notary Public _____

My commission expires on _____
Notary Seal REQUIRED

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

Address: Lot 24B Cinnamon Acres

☐ I/We accept the counter offer on page 5 of 6 #36.

Buyer _____ Date _____ Buyer _____ Date _____

Agent _____ Date _____

☐ _____ (Buyer's Initials) See attached Counter Offer Addendum Date _____

REAL ESTATE CERTIFICATION

We, the undersigned, Seller(s), Buyer(s), and Agent(s), involved in the transaction, each certify that the terms of the Agreement are true to our best knowledge and belief and that any other Agreement entered into by any of these parties in connection with this transaction is attached to this sales agreement.

Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Agent _____ Date _____ Agent _____ Date _____

BUYER'S RECEIPT

Buyer acknowledges receipt of executed copy of this agreement.

Buyer _____ Date _____ Buyer _____ Date _____

BUYER PLEASE NOTE: At closing Buyer is required to have cash or certified or cashier's check for the balance of amounts due.

Equal Opportunity: It is unlawful to discriminate against any person in terms, conditions, or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, sex, national origin, age, familial status, disability, actual or perceived sexual orientation, gender identity or marital status.

Sharon

From: Pat Lichter [patlichter@cox.net]
Sent: Wednesday, December 17, 2014 3:31 PM
To: 'Larry Forman'
Cc: 'Carol Love'; 'Jim Welniak'; 'Pat Vipond'; 'Rick Faber'; 'Walt Dworak'; 'Pat's Cox Email'
Subject: RE: SID 230 - Lot 24B, Cinnamon Acres Replat Lot 24
Attachments: Lot 24B Purchase Agreement.pdf

All,

Attached is a purchase agreement for the lot. They formerly lived in Cinnamon Acres in Sam Boone's home, but now live in Cheyenne Country Estates. They will take the full 3 years to start building and have been informed of the situation with the neighbors & HOA Association. I am wondering if it would be prudent for Larry to draw up a document stating that and that if they have problems getting their plans approved from the HOA Architectural Committee that the SID would assist in getting it resolved. As you can see, it is a little lower and they are wanting the SID to stake the property and the easement. Please let me know what you want to do. I am also thinking that the chain needs to come down since this is a dedicated public access. Your thoughts there too please.

Pat Lichter
NP Dodge
Call/Text: 402-681-0300

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

NP Dodge Real Estate Sales, Inc. (Broker) Date: 12/17/14

The undersigned Buyer, (whether one or more) offers to purchase the following described Property under the terms and conditions set forth in this Uniform Purchase Agreement ("Agreement")

1. ADDRESS: 9391 Cinnamon Drive, Omaha, NE 68136

2. LEGAL DESCRIPTION (Property): Lot 24B Cinnamon Acres, Replat

(County) Sarpy (State) NE including all fixtures and equipment attached to the Property.

3. PERSONAL PROPERTY: The only personal property is as follows: Land and existing buildings only.

4. CONVEYANCE: Seller shall convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, ☒ no exceptions ☐ except _____ subject to all building and use restrictions, utility easements abutting the boundary of the Property, easements and covenants now of record.

5. ASSESSMENTS: Seller shall pay any assessments for paving, curb, sidewalk or utilities previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed.

6. CONSIDERATION AND EARNEST DEPOSIT: Buyer shall pay: $ 120,000.00

6.1 Earnest Deposit: $ 1000.00 upon acceptance
deposited herewith as evidenced by the receipt below. The Earnest Deposit is made payable to the Escrow Agent. Broker is authorized to deliver the check to the Escrow Agent. Upon delivery to the Escrow Agent, the Broker and Broker's Agent shall have no further responsibility or liability to the Buyer or Seller for the accounting of the funds. If the Earnest Deposit is paid by check, it will be cashed by the Escrow Agent. The funds shall be applied to the purchase price of the Property at closing. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified below, the Earnest Deposit shall be refunded. In the event of the wrongful refusal or failure of the Buyer to consummate the purchase, the Seller may, at Seller's option, retain the Earnest Deposit as liquidated damages for failure to carry out the terms of this Purchase Agreement. If the Earnest Deposit is paid in cash or the Deposit is made payable to the Broker or Seller, see attached addendum.

6.2 ☒ **All Cash:** Balance of $ 119,000.00
shall be paid in cash, or certified or cashier's check at time of delivery of deed, no financing required.

6.3 ☐ **Conditioned Upon Financing:** Balance of $ _____
shall be paid in cash or certified funds at time of delivery of deed, conditioned upon Buyer's ability to obtain financing to be secured by first mortgage or deed of trust on the property in the amount of $ _____

6.3.1 The financing will be: ☐ **FHA,** ☐ **VA,** ☐ **Conventional with PMI,** ☐ **Conventional, or** ☐ **Other** _____
with terms providing for initial interest not exceeding _____% per annum, plus mortgage insurance if required.
This note will be for a period of not less than _____ years, amortized over a period of not less than _____ years, with initial monthly principal and interest payment of not more than $ _____ plus taxes and insurance.
Loan origination/service fee to be paid by the Buyer.

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

Address: 9391 Cinnamon Drive, Omaha, NE 68136

6.3.2 Buyer agrees to make application for financing within five (5) days of final acceptance of this offer to:

☐ "First National Bank" or ☐ Other_____
and to sign all papers and pay all costs in connection therewith, and to establish escrow reserves as required. This offer shall be null and void, and the Deposit will be returned to Buyer, if the financing is not approved within _____ days from date of acceptance. If processing of the application for financing has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or denial. If the original loan application is denied, the Buyer authorizes and instructs the Lender to notify in writing the Buyer, the Seller and all real estate licensees involved in the transaction.
Upon notification of denial, the contract shall be void and the Deposit will be refunded to Buyer unless Seller and Buyer mutually agree in writing within five (5) business days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original Lender.

Lender: _____ Lender E-mail: _____

6.3.3 Discount points not to exceed ____, equal to $ _____ will be paid by _____

6.4 ☐ A. Seller Financing (see attached addendum) ☐ B. Loan Assumption (see attached addendum)

7. TAXES:
☒ **Douglas/Sarpy Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes and shall be prorated as of date of:
☐ possession, ☒ closing, or ☐ other _____

☐ **Other Counties Taxes:** All consolidated real estate taxes for the year in which the closing takes place (based on current assessment and tax rate) shall be prorated as of date of:
☐ possession ☐ closing, or ☐ other _____

8. RENTS, DEPOSIT AND LEASES, IF RENTED: All rents shall be current and shall be prorated to date of closing. All tenant deposits and leases shall be assigned to Buyer. Seller shall provide copies of all current leases to Buyer.

9. SANITARY IMPROVEMENT DISTRICT(S.I.D.): Buyer understands that this Property is located within S.I.D. #230 and acknowledges receipt of the most recently filed S.I.D. statement.

10. TITLE INSURANCE: Seller shall furnish a current title insurance commitment or complete abstract of title to Buyer as soon as practical. The cost of any title insurance policies and endorsements shall be equally divided between Buyer and Seller. Buyer shall deliver to Seller a notice setting forth the defects in the title, if any. If title defects are found, Seller shall attempt to correct the defects within a reasonable time. If title defects are not cured within a reasonable time, the Buyer may rescind this Agreement and the Earnest Deposit shall be refunded to Buyer. In accordance with federal laws and regulations, Buyer hereby directs the title insurance work to: ☐ NP Dodge Title Services, ☒ Omaha Title & Escrow, ☐ Washington County Abstract and Title or ☐ other _____.
Buyer hereby selects the expanded ALTA Homeowners Policy of Title 10/17/98, if available or Basic.
Buyer and Seller authorize to the designated title insurance company to contact them.

11. HOMEOWNER'S ASSOCIATION. _____ (Buyer initials) Buyer acknowledges that the Property may be subject to protective covenants that govern Buyer's use of the Property, and that may be enforced by the homeowner's association or its members. Buyer can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowner's and neighborhood association assessments levied and due as of closing. Homeowner's or neighborhood association dues shall be prorated to the date of closing. Buyer shall be responsible for all future homeowner's or neighborhood association dues, if any.

12. CLOSING AND POSSESSION: Approximate closing date to be: 1/23/15

Possession date to be: ☒ Closing or ☐ _____

At _____ ☐ **AM** ☐ **PM**

13. ESCROW CLOSING: The closing of the sale will be handled by an Escrow Agent and Broker is authorized to transfer all contracts and the Deposit or any other funds it receives to the Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Seller or Buyer for closing of the sale, or accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller unless Buyer is obtaining a loan that does not allow Buyer to pay for such cost (such as V.A.), in which case such charge shall be paid by Seller.

Buyer appoints as escrow agent Escrow ☐ NP Dodge Title Services, ☒ Omaha Title & Escrow, ☐ Washington County Abstract and Title or ☐ other _____.
Buyer and Seller grant consent to the designated escrow company to contact them.

14. STATE DOCUMENTARY TAX: The State Documentary Tax on the deed shall be paid by the Seller.

15. INSURANCE: All risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged, Buyer shall have the right to rescind this agreement, and Seller shall refund the Deposit to Buyer. Buyer shall be responsible for its own hazard insurance coverage at closing.

16. WOOD INFESTATION:
16.1 Buyer (Seller, in the case of a new V.A. Loan) agrees to pay the cost of a wood-destroying insect inspection of the Property and detached structures. This inspection shall be performed by ☐ TNT Termite Inspections, Inc.; or ☐ other N/A
16.2 Seller shall pay for any treatment or repair work found necessary for issuance of a wood destroying insect warranty. Provided, however, if treatment and repairs exceed ☐ 2% of purchase price or $ _____ this Agreement may be cancelled by Seller or Buyer by written notice delivered to the other party within five (5) business days of receipt of wood destroying insect inspection report. Buyer agrees to accept the treated Property upon completion of repairs.

17. SMOKE DETECTOR: Seller shall install, at its expense, smoke detectors as required by law.

18. REMUNERATION: Buyer and Seller acknowledge and understand that real estate licensees involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or services as defined in attached addendum, if applicable. Buyer and Seller acknowledge receipt of the Controlled Business Arrangement Disclosure Statement.

19. COMPENSATION OF BUYER'S BROKER: Buyer shall pay $225.00 at closing to Buyer's Broker. The compensation will be collected in all cases except if Buyer secures a loan that does not allow Buyer to pay for such cost or Buyer has previously agreed to pay Buyer's Broker compensation under a separate Buyer Agency Agreement entered into with Buyer's Broker. If this compensation is paid by Buyer to Buyer's Broker, Seller and Buyer agree that Buyer's Broker, which may be the same as the Listing Broker, may collect compensation from both Seller and Buyer.

20. RELEASE OF INFORMATION: Buyer and Seller authorize the release of sale information on the purchase of this Property to the applicable Multiple Listing Service (MLS).

21. CONDITION OF PROPERTY: Seller shall maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition and fit for their intended purposes until delivery of possession. Buyer may walk through the Property within 48 hours before closing to confirm compliance with this Agreement.

22. BUYERS PERSONAL INSPECTION: This offer is based upon Buyer's personal inspection or investigation of the Property and not upon any representation of warranties of condition by Seller or any Realtors involved in this transaction. If improvement sq. footage, location of property lines, lot size, encroachments and condition of improvements are important to Buyer's decision to purchase, Buyer acknowledges that Buyer has been advised to make an independent investigation.

23. SELLER PROPERTY CONDITION DISCLOSURE STATEMENT: Buyer acknowledges receipt of Seller Property Condition Disclosure Statement.

24. LEAD-BASED PAINT ADDENDUM: If the residential dwelling/improvements on the Property were constructed prior to January 1, 1978, Buyer acknowledges receipt of a Lead-Based Paint Addendum.
Constructed prior to 1978 ☐ Yes ☒ No

25. SURVEY: buyer agrees to pay for:

☐ an Improvement Location Survey (plot plan)
☐ an ALTA Survey (American Land Title Association)
☐ Boundary Drawing
☐ a Boundary and Improvement Survey (pin survey)
☒ Waived if not required by Lender

26. MOLD INSPECTION: The Broker and his Agents are unaware of the presence of harmful molds and are not experts in the field of harmful molds. The presence of harmful molds may be determined with a mold inspection. If harmful mold presence is discovered, it is the Buyer's sole responsibility to determine whether the presence and the level of the mold is acceptable. The cost and quality of mold inspections may vary significantly. A determination whether a mold inspection should be conducted is solely the responsibility of the Buyer. Buyer holds the Broker and his agent harmless in the event any harmful molds are present on the Property. Buyer has been advised of the availability of a mold inspection.

☐ Buyer elects to have a mold inspection; ☒ Buyer does not elect to have a mold inspection

27. PROPERTY INSPECTION ACKNOWLEDGEMENT: Buyer has been advised of the availability of Property inspections

☐ Buyer elects to have a Property inspection
☒ Buyer does not elect to have a Property inspection
☐ Buyer elects to have a radon inspection.
☒ Buyer does not elect to have a radon inspection.

28. PROPERTY WARRANTY: Buyer has been advised of the availability of a limited warranty service plan and understands that the coverage is limited to the terms contained in the application and/or policy.

☐ Property warranty accepted and paid by ☐ Buyer ☐ Seller.

Plan selected is ☐ 2-10 Home Buyers Warranty; ☐ Other _____

Cost is $ _____ plus applicable tax. ☒ _____ (Buyer's Initials) Buyer declines property warranty coverage.

29. MODIFICATION IN WRITING: Any modification of the terms of this agreement must be in writing and signed by all parties.

30. ELECTRONIC TRANSACTION AUTHORIZATION: Buyer and Seller agree that all records relating to the sale of this Property; including all offers, counteroffers and acceptances (1) may be transmitted by electronic means including fax and e-mail; (2) shall be treated in all respects as originals and shall satisfy all legal requirements, if any, that the records be in writing; (3) electronic signatures attached or affixed thereon shall be treated as original signatures and shall satisfy all legal requirements, if any, that the record be signed and (4) shall be re-executed by both parties on an original form if requested by either party.

31. NAMES FOR DEED: The following names will be used for the deed:

John & Racheal Aberg JT/WROS

32. Seller to provide a pin survey showing exact locations of all corners and easements.

33. OFFER EXPIRATION: This offer is subject to acceptance by Seller on or before: 12/19/14 at 5:00pm.

34. RECEIPT OF OFFER: Buyer acknowledges receipt of a signed copy of this offer to purchase and an Estimated Buyer's Closing Cost Statement.

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

Address: 9391 Cinnamon Drive, Omaha, NE 68136

SIGNATURES:

Buyer: _____ Date 12/17/14 Buyer: _____ Date _____

Agent: Patrick S. Lichter Date 12/17/14

Buyer (Printed) _____

Buyer (Printed) _____

Address: _____

Phone: _____ E-mail Address: _____

35. EARNEST DEPOSIT RECEIPT: The undersigned Broker or Broker's Agent acknowledges that the Buyer has tendered an Earnest Deposit of $1000.00 upon Acceptance payable to the Escrow Agent. The undersigned shall deliver the funds to the Escrow Agent upon acceptance of this Agreement by all parties. If the Earnest Deposit is paid by cash or the deposit is made payable to the Broker or Seller, see attached addendum. This receipt is not an acceptance of the above offer to purchase. (Check # _____).

NP Dodge Real Estate Sales, Inc. Agent name Patrick S. Lichter

Office Address 16909 Lakeside Hills Plaza, Suite 119, Omaha, NE 68130

Agent Signature Patrick S. Lichter Date 12/17/14 Mobile Phone 402-681-0300

Broker Code # 771 Agent Code # 728 Agent E-mail patlichter@cox.net

36. SELLER'S ACCEPTANCE:

The Seller accepts the foregoing offer to purchase and acknowledges receipt of a copy of this Agreement with all identified addenda and an Estimated Seller's Closing Cost Statement.

_____

_____

_____

Seller E-mail: _____ Seller's Agent E-mail: _____

Seller 510 23d F Sarpy Co. Date _____ Seller Name Printed _____

Seller Walt Dworak Chairman Date 12-29-14 Seller Name Printed WALT DWORAK

~~Agent~~ James Welniak CCEO Date 12-29-14 James Welniak (If the subject property is the seller's primary residence then notarize below)

ACKNOWLEDGEMENT

State of Nebraska County of Sarpy
The foregoing Purchase Agreement was Acknowledged before me
this 29th day of December 2014 by Seller
Notary Public Patrick S. Lichter
My Commission expires on _____
Notary Seal REQUIRED

GENERAL NOTARY - State of Nebraska PATRICK S. LICHTER My Comm. Exp. August 14, 2015

State of Nebraska County of Sarpy
The foregoing Purchase Agreement was Acknowledged before me
this 29th day of December 2014 by Seller
Notary Public Patrick S. Lichter
My commission expires on _____
Notary Seal REQUIRED

GENERAL NOTARY - State of Nebraska PATRICK S. LICHTER My Comm. Exp. August 14, 2015

SINCE 1855 NP Dodge REAL ESTATE

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

Address: 9391 Cinnamon Drive, Omaha, NE 68136

☐ I/We accept the counter offer on page 5 of 6 #36.

Buyer _____ Date _____ Buyer _____ Date _____

Agent _____ Date _____

☐ _____ (Buyer's Initials) See attached Counter Offer Addendum Date _____

REAL ESTATE CERTIFICATION

We, the undersigned, Seller(s), Buyer(s), and Agent(s), involved in the transaction, each certify that the terms of the Agreement are true to our best knowledge and belief and that any other Agreement entered into by any of these parties in connection with this transaction is attached to this sales agreement.

Buyer _____ Date 12/17/14 Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____

Agent _____ Date 12/17/14 Agent _____ Date _____

BUYER'S RECEIPT

Buyer acknowledges receipt of executed copy of this agreement.

Buyer _____ Date _____ Buyer _____ Date _____

BUYER PLEASE NOTE: At closing Buyer is required to have cash or certified or cashier's check for the balance of amounts due.

Equal Opportunity: It is unlawful to discriminate against any person in terms, conditions, or privileges of sale, purchase or lease of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, sex, national origin, age, familial status, disability, actual or perceived sexual orientation, gender identity or marital status.

SINCE 1855 NP Dodge REAL ESTATE

ADDENDUM # 1 TO PURCHASE AGREEMENT
Informed Written Consent and Dual Agency
(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

This Addendum shall be an integral part of the Purchase Agreement Described below.
Buyer and Seller agree that the Purchase Agreement is expressly conditioned upon the terms of this addendum.
To the extent that this modifies the Purchase Agreement, this Agreement controls.

Property located at: Lot 24B, Cinnamon Acres, Sarpy County, NE 68136

Brokerage Company: **NP Dodge Real Estate Sales Inc.** Limited Dual Agent: Patrick S. Lichter

The undersigned Buyer and Seller who are parties to the Sale of property (the 'Transaction') located at the above address agree that this agreement entered into by the Agent, on behalf of the Brokerage Company, permits the Agent to serve as a Dual Agent in the TRANSACTION. It is understood that the Agent has entered into a written brokerage relationship with Seller and either a written or statutory non-written brokerage relationship with Buyer in this TRANSACTION and represents both Seller and Buyer. Seller and Buyer confirm their consent to this Dual Agency.

Nebraska law requires that certain statements and disclosures be made in writing when a Dual Agency is undertaken and that a written agreement of Seller and Buyer be obtained permitting the Agent to serve as a Dual Agent. A dual agent is a limited agent for both the Seller and Buyer and has ALL of the duties and obligations outlined below as duties of an agent for the Seller and those outlined below as duties of an agent for the Buyer.

1. Powers and duties of Seller Agent:

A Seller's agent shall be a limited agent with the following duties and obligations:

a.)To perform the terms of any written agreement made with Seller

b.)To exercise reasonable skill and care for a Seller,

c.)To promote the interests of the Seller with utmost good faith, loyalty, and fidelity, including:

1.) Seeking the price and terms which are acceptable to Seller except that Agent shall not be obligated to seek additional offers to purchase the property while the property is subject to a contract for sale or lease, or letter of intent to lease;

2.) Presenting all written offers to and from Seller in a timely manner regardless of whether the property is subject to a contract for sale or lease or letter of intent to lease;

3.) Disclosing in writing to Seller all adverse material facts actually known by Agent; and

4.) Advising seller to obtain expert advice as to material matters of that which Agent knows but the specifics of which are beyond the expertise of the Agent.

d.) To account in a timely manner for all money and property received;

e.) To comply with the requirements of agency relationships as defined in Nebraska Revised Statutes 76-2401 through 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or Act.

f.) To comply with any applicable federal, state, and local laws, rules, regulations, and, ordinances, including fair housing and civil rights statutes and regulations;

g.) The Agent shall not disclose any confidential information about the Seller unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation.

h.) Agent shall disclose in writing to any customer all adverse material facts actually known by the Agent. The adverse material facts may include adverse material facts pertaining to:

1.) Any environmental hazards affecting the property which are required by law to be disclosed;

2.) The physical condition of the property;

3.) Any material defects in the property;

4.) Any material defects in the title to the property; or

5.) Any material limitations on the Seller's ability to perform under the terms of the contract.

SINCE 1855
NP Dodge
REAL ESTATE

ADDENDUM # 1 TO PURCHASE AGREEMENT
Informed Written Consent and Dual Agency
(This is a legally binding contract. If not understood, seek legal advice.)

EQUAL HOUSING OPPORTUNITY REALTOR

2. Powers and duties of Buyer Agent

A Buyer's Agent shall be a limited Agent with the following duties and obligations:

a.)To perform the terms of any written agreement made with Buyer;

b.)To exercise reasonable skill and care for the Buyer;

c.)To promote the interests of the Buyer with utmost good faith, loyalty, and fidelity, including:

1.) Seeking the price and terms which are acceptable to Buyer except that Agent shall not be obligated to seek other properties while Buyer is a party to a contract to purchase property or to a lease or letter of intent to lease property;

2.) Presenting all written offers to and from Buyer in a timely manner regardless of whether the buyer is already a party to a contract to purchase property or a contract or letter of intent to lease property;

3.) Disclosing in writing to Buyer all adverse material facts actually known by Agent; and

4.) Advising Buyer to obtain expert advice as to material matters of that which Agent knows but the specifics of which are beyond the expertise of the Agent.

d.) To account in a timely manner for all money and property received;

e.) To comply with the requirements of agency relationships as defined in Nebraska Revised Statutes 76-2401 through 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or Act;

f.) To comply with any applicable federal, state, and local laws, rules, regulations, and, ordinances, including fair housing and civil rights statutes and regulations;

g. The Agent shall not disclose any confidential information about the Buyer unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation.

h.) Agent shall disclose in writing to any customer all adverse material facts actually known by the Agent. The adverse material facts may include adverse material facts concerning a Buyer's financial ability to perform the terms of the TRANSACTION.

3. Disclosure of Information by Dual Agent

A Dual Agent may disclose any information to a Buyer or Seller that is gained from the other, if the information is relevant to the TRANSACTION or the Buyer or Seller, except, a Dual Agent shall not disclose to a Buyer or Seller any confidential information about the other, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation. In addition, the following cannot be disclosed by a Dual Agent without the written consent of the Buyer or Seller to whom the information pertains:

a.)That the Seller is willing to accept less than the asking price or lease rate for the property;

b.)That the Buyer is willing to pay more than the purchase price or lease rate offered for the property;

c.)The motivating factors for buying, selling, or leasing;

d.)That the Seller or Buyer will agree to financing terms other then those offered;

e.)The law requires that a Dual agent shall disclose to both Buyer and Seller all material facts actually known by the Agent.

4. Compensation Disclosure

The Brokerage Company may accept compensation or profits from any entity participating in or providing services for sale.

5. Compensation Acknowledgement

Seller and Buyer understand and agree that the professional fee to be paid to The Brokerage Company in connection with this TRANSACTION will be paid by the Seller.

510 230 & Sonny Co.

Buyer	12-17-14 Date	Seller Chairman	12-29-14 Date
Buyer	Date	Seller Clerk	12-29-14 Date
Patrick S Lichter Limited Dual Agent	12/17/14 Date	NP Dodge Real Estate Sales Inc.	

NP Dodge REAL ESTATE SINCE 1855

BUYER'S ESTIMATED COSTS

Buyer(s): _____

Property Address: 9391 Cinnamon Drive, Omaha, NE 68136

Estimated Closing Date: 1/23/15 Purchase Price $ 120,000

Loan Amt: $ 0 Loan Type: Cash Rate: % Term: years

**In order for the form to calculate correctly, please do not use punctuation when entering numbers.

Down Payment		$ 120,000
Closing Costs		
Loan Origination Fee	$	
Appraisal Fee	$	
Credit Report	$	
Recording Fee	$ 55	
Wood Infestation Inspection Fee	$	
Plot Plan/Survey	$	
Title Insurance	$ 198	
Home Protection Plan/Inspection Fee (septic, well, etc.)	$	
Escrow Closing Fee	$ 175	
Professional Services Fee	$	
Broker Compensation	$ 225	
Lender Fees (commitment, closing, etc.)	$	
Loan Discount Points	$	
Misc: _____	$	
Misc. _____	$	
Total Closing Costs	$ 653	
Prepaids, Prorations & Escrows		
Homeowners Insurance, First Year	$	
MIP/PMI/VA Funding Fee, First Year	$	
Tax Proration (_____ days x$_____/day)	$ 0.00	
Interest Proration (_____days x $_____/day)	$ 0.00	
Homeowners Ins. Escrow (_____mo. x $_____/mo.	$ 0.00	
MIP/PMI Escrow (_____mo. x $_____/mo.	$ 0.00	
Tax Escrow (_____mo. x $_____/mo.	$ 0.00	
Misc. _____	$	
Total Prepaids, Prorations & Escrows	$ 0.00	
Total Estimated Funds Needed For Purchase		$ 120,653.00
Less Credits For Money Paid Prior To Closing		
** Enter Credits as negative numbers		
Earnest Deposit	$ ~~-~~1,000	
Loan Application Fee	$	
Homes Owners Insurance, First Year	$	
Misc. _____	$	
Total Credits	$ 1,000	-119,653.00
Total Estimated Funds Needed At Closing		$ 121,653.00

Estimated Monthly Payment

Principal and Interest	$	MIP/PMI Escrow	$
Association Fees	$	Tax Escrow	$
Homeowners Insurance Escrow	$	**Total Monthly Payment**	$ 0.00

The above information is believed to be reliable but is not guaranteed. Final figures are determined at closing.

Buyer represents that Buyer has the financial ability to perform the terms of the purchase agreement based upon the proposed sales price above. Buyer agrees to notify Buyer's Broker in writing if Buyer's financial circumstances change, resulting in any material limitation on Buyer's ability to perform under the terms of the purchase agreement.

Patrick [signature] 12/17/14 [signature] 12/17/14

Agent Date Buyer(Copy Received) Date

NP Dodge Real Estate Sales Inc.

Buyer(Copy Received) Date

Acknowledgement of Disclosure

Agent Copy - Retain in Records

Patrick S. Lichter
(Printed Name of Licensee)

N Dodge COMPANY
(Name of Company)

Nebraska statutes require that all licensees, whether brokers or salespersons, inform any and all prospective clients or customers about agency relationships in real estate transactions.

1. The licensee has informed me/us that the licensee will be acting as a:

X Limited Buyer's Agent
___ Limited Seller's Agent (a written agreement is necessary)
X Limited Dual Agent (a written consent is necessary) *(Possible)*
___ Common Law Agent of the _____ (specify seller or buyer, and a written agreement is necessary)

AND

2. The licensee has informed me/us that the licensee will be providing brokerage services to me/us as a:

X Client, representing me/us
___ Customer, not representing me/us

THIS IS NOT A CONTRACT

By signing below, I acknowledge that I have received the information contained in the pamphlet "Brokerage Relationships in Real Estate Transactions" and that it was given to me at the earliest practicable opportunity during or following the first substantial contact with me and, further, if applicable, as a customer, the licensee indicated on this form has provided me with a list of tasks the licensee may perform for me.

_____ 12-17-14
(Client or Customer Signature) (Date)

John Aberg
(Print Client or Customer Name)

_____
(Client or Customer Signature) (Date)

_____
(Print Client or Customer Name)

Dec. 29, 2014 DRAINAGE PROBLEMS:
CINNAMON ACRES

(1) DRAINAGE TUBE UNDER SAGE ST.
DOES NOT TAKE WATER AWAY AS IT COMES DOWN THE STREET. EITHER TO SMALL, OR IT IS BLOCKED WATER POOLS UP THE STREET TO THE EAST AND COVERS THE FRONT YARDS OF LOTS 44 & 45

(2) AREA DRAIN @ LOT 33Y TARRONGON CIRCLE DRAIN IS EITHER SUNK, OR CLOGGED. THIS DRAIN CROSSES TARRAGON AND GOES NORTH, AND RUNS DOWN TO THE EAST BEAIND LOTS 30Y & 31Y AND MEET AREA DRAIN COMING from the NORTH FROM CINNAMON DRIVE. AND CONTINUES UNDER CHUTNEY DRIVE GOING EAST TO THE DRAINAGE CREEK AND INTO THE STILLING BASIN @ LOT 15Y. AFTER IT CROSSES CHUTNEY DR., IT SEEMS TO BE BACKING UP THE PIPE AND THE AREA ABOVE THE DRAINAGE PIPE IS COLLASPING.

(3) ALSO @ TARRAGON CIRCLE, THE WATER FOLLOWS A DRAINAGE DITCH from WEST TO EAST AND CROSSES UNDER TARRAGON JUST BEFOR CHUTNEY, AS IT CROSSES TARRAGON IT IS FLOODING BACK UP THE DRAINAGE PIPE, AND COLLASPING AROUND THE PIPE

IF ANY QUESTION CONTACT Jim Love 896-6946
THANKS FOR ANY ASSISTANCE YOU CAN OFFER.

Jim Love

*OVER

LARRY:

THE LOT WE WOULD LIKE TO HAVE "NO PARKING" IS LOT # 17R AND LOT #23

INVOICE

PAYMENT DUE UPON RECEIPT

December 22, 2014

INVOICE NO. 02-14029

Larry Forman, Attorney
SID NO. 230 OF SARPY COUNTY, NEBRASKA
7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669

Re: General Engineering Services - (General Fund)
S.I.D. No. 230 (Cinnamon Acres Subdivision)
OPCE Project No. 14029

For ENGINEERING SERVICES performed for the period from august 15, 2014, to December 15, 2014:

1. Engineering Services:		$ 212.50
2. Reimbursable expenses:		0.48
	Total:	$ 212.98

TOTAL AMOUNT DUE THIS INVOICE: $ 212.98

pd 12-29-14
708

By: James J. Olmsted, P.E.

PLEASE RETURN A COPY OF INVOICE WITH PAYMENT

OLMSTED & PERRY CONSULTING ENGINEERS INC.

10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114-4700

Phone: 402-399-8552 Fax: 402-399-9852

HILLMAN, FORMAN, CHILDERS & McCORMACK

7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051
Tax ID #47-0648847

SID 230 of Sarpy County, NE

BILLING DATE: 11/11/14
ACC'T NO.: LRF-3624-001

RE: General

PREVIOUS BALANCE: $10,140.96

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	AMOUNT
10/02/14	Review audit report; letters and copies of report to trustees; review and revise September minutes; order bond renewals	LRF	1.90	361.00
10/10/14	Assemble September proceedings and attachments; letter and set of proceedings to bond house; letters and copies of proceedings to accountant and county clerk	LRF	1.30	247.00
10/13/14	Conf. Jim Olmsted re crack sealing; review clerk's e-mail re listing of 24B; response e-mail to Jim	LRF	0.50	95.00
10/14/14	Conf. NRD to verify room reservation; prepare meeting notice and cover letter to paper; notices to trustees, county clerk, engineer	LRF	1.00	190.00
10/16/14	Review and respond to e-mail from Pat Lichter	LRF	1.00	190.00
10/17/14	Review e-mails re Marriott and Shemwell; e-mail memo to trustees; review and finalize e-mail; review additional e-mails; proof and pay meeting notice	LRF	1.70	323.00
10/22/14	Review e-mails from Pat Lichter and Jim Welniak re 24B issues; call to surveyor; e-mail to Pat	LRF	0.70	133.00
10/23/14	Review e-mail from Pat Lichter	LRF	0.20	38.00
10/28/14	Message to engineer; call to MUD rep.; review September minutes, prepare receipts of notice, agenda; review MUD report; e-mail report to trustees with memo; conf. MUD rep.	LRF	2.20	418.00
10/28/14	Endorse 3 refund checks from MUD; assemble and copy checks and memo for trustees; letter and checks to County Treasurer	LRF	0.80	152.00
10/28/14	Review and copy e-mail from engineer; attend trustees meeting	LRF	3.30	627.00

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Omaha, Nebraska 68106-2669
(402) 397-8051
Tax ID #47-0648847

SID 230 of Sarpy County, NE

BILLING DATE: 11/11/14
ACC'T NO.: LRF-3624-001

Total of New Services:	**14.60**	**2,774.00**

DATE	EXPENSE	AMOUNT
10/20/14	Omaha World Herald - publication of meeting notice	10.80
10/31/14	Mileage	13.75
Total of New Expenses:		**24.55**

DATE	PAYMENT	AMOUNT
11/10/14		6,595.45
Total of New Payments:		**6,595.45**

ACCOUNT SUMMARY

PREVIOUS BALANCE:	$10,140.96
NEW SERVICES:	$2,774.00
NEW EXPENSES:	$24.55
NEW PAYMENTS:	$6,595.45
TOT. CURRENT PERIOD:	$2,798.55
CURRENT BALANCE:	**$6,344.06**

HILLMAN, FORMAN, CHILDERS & McCORMACK

7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051
Tax ID #47-0648847

SID 230 of Sarpy County, NE

BILLING DATE: 12/16/14
ACC'T NO.: LRF-3624-001

RE: General

PREVIOUS BALANCE: $6,344.06

DATE	PROFESSIONAL SERVICES RENDERED	INDIV	TIME	AMOUNT
11/04/14	Prepare agenda/certificate, officers certificate, minutes of October meeting, cover letter to clerk	LRF	2.70	513.00
11/05/14	Review and pay One-Call bill; draft letter to Marriott re interference with sale of 24B and cover e-mail to trustees	LRF	0.90	171.00
11/06/14	Review and revise Marriott letter; conf. realtor re code of ethics violation by Marriott; forward letter to trustees and Mr. Lichter; review responses from trustees; review Lichter e-mail	LRF	1.40	266.00
11/06/14	Review and revise meeting minutes, prepare list of action items	LRF	0.60	114.00
11/10/14	Warrants and cover letters to 2 creditors; check and cover letter to Locksmith; conf. Chad Grace re Palisades water problem	LRF	1.00	190.00
11/12/14	Revise letter to Marriotts; e-mail to trustees with cover memo	LRF	1.10	209.00
11/13/14	Review e-mails from trustees re Lot 24B issues; conf. county attorney re revised dedication; e-mail copy of document to Ms. O'Keefe with cover memo; review, revise and return documents to Ms. O'Keefe with memo	LRF	1.30	247.00
11/14/14	Review e-mail from county attorney re 24B; e-mail to Pat Lichter re same	LRF	0.30	57.00
11/18/14	E-mail to trustees and engineer re holiday meeting; conf. chairman; revise Marriott letter; letter to 3 families re purchase of lot; conf. Register of Deeds to verify names; letter to residents re background with Lot 24B; letter to Shemwells	LRF	3.00	570.00

HILLMAN, FORMAN, CHILDERS & McCORMACK

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Omaha, Nebraska 68106-2669
(402) 397-8051
Tax ID #47-0648847

SID 230 of Sarpy County, NE

BILLING DATE: 12/16/14
ACC'T NO.: LRF-3624-001

11/19/14	Review and revise memo to 3 families re 24B, memo to District residents, letters to Marriotts and Shemwells and memo to trustees	LRF	0.70	133.00
11/19/14	Prepare holiday meeting notice and cover letter to paper; notices to trustees, county clerk, engineer	LRF	0.80	152.00
11/24/14	Review and pay One-Call bill; review e-mails from trustees; revise memo to owners, letter to 3 families and letters to Marriotts and Shemwells; memo to trustees	LRF	1.90	361.00
11/25/14	Review message and e-mail from chairman re meeting; conf. chairman; conf. paper to cancel publication notice; review clerk's e-mail re changes re homeowners letter; review e-mail from Mr. Vipond; e-mail to trustees; prepare lost warrant affidavit for One-Call service	LRF	1.70	323.00
Total of New Services:			**17.40**	**3,306.00**

DATE	EXPENSE	AMOUNT
11/05/14	One-Call - August, September, October locate services	39.30
11/10/14	Leapin Lizard Locksmiths - drill lock	87.10
11/25/14	Great Plains - August-December 2014 locate services	500.00
Total of New Expenses:		**626.40**

DATE	PAYMENT	AMOUNT
12/16/14		3,545.51
Total of New Payments:		**3,545.51**

HILLMAN, FORMAN, CHILDERS & McCORMACK

7171 Mercy Road, Suite 650
Omaha, Nebraska 68106-2669
(402) 397-8051
Tax ID #47-0648847

SID 230 of Sarpy County, NE

BILLING DATE: 12/16/14
ACC'T NO.: LRF-3624-001

ACCOUNT SUMMARY

PREVIOUS BALANCE:	$6,344.06
NEW SERVICES:	$3,306.00
NEW EXPENSES:	$626.40
NEW PAYMENTS:	$3,545.51
TOT. CURRENT PERIOD:	$3,932.40
CURRENT BALANCE:	**$6,730.95**

pd 12-29-14
#713 + 714

LOST WARRANT AFFIDAVIT

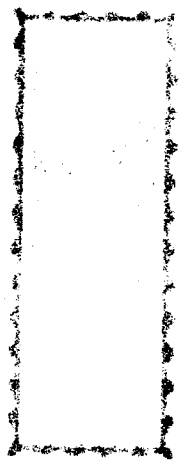
STATE OF INDIANA)
Indiana) ss.
COUNTY OF Hamilton)

Patricia Dukes, being first duly sworn, deposes and states that he/she is the owner of Great Plains Locating Service, Inc., the payee of warrant number 709 drawn on the general fund of Sanitary and Improvement District No. 230 of Sarpy County, Nebraska; that he/she has been unable to locate said warrant and believes the same to be lost or destroyed; that if in the future he/she locates said warrant, he/she will return it to the SID without presenting it for payment and that he/she will indemnify and repay SID 230 in the event said warrant is presented for payment after the date hereof.

Great Plains Locating Service, Inc.

By: Patricia E Dukes

SUBSCRIBED and sworn to before me this 3 day of December, 2014.

KRISTIN MICHELLE LORD
Notary Public - Seal
State of Indiana
Hamilton County
My Commission Expires Mar 2, 2022

Kristin Michelle Lord
Notary Public
My Commission expires: March 2, 2022