

Agency Disclosure Information for Buyers and Sellers

Company Nebraska Realty Agent Name Chris Bober (402) 312-5076 & John Farnan (402) 599-3772

Nebraska law requires all real estate licensees provide this information outlining the types of real estate services being offered. For additional information on Agency Disclosure and more go to: <http://www.nrec.ne.gov/consumer-info/index.html>

The agency relationship offered is (initial one of the boxes below, all parties initial if applicable):

<input type="checkbox"/>	<input type="checkbox"/>	Limited Seller's Agent
<ul style="list-style-type: none"> • Works for the seller • Shall not disclose any confidential information about the seller unless required by law • May be required to disclose to a buyer otherwise undisclosed adverse material facts about the property • Must present all written offers to and from the seller in a timely manner • Must exercise reasonable skill and care for the seller and promote the seller's interests <p><u>A written agreement is required to create a seller's agency relationship</u></p>		

<input type="checkbox"/>	<input type="checkbox"/>	Limited Buyer's Agent
<ul style="list-style-type: none"> • Works for the buyer • Shall not disclose any confidential information about the buyer unless required by law • May be required to disclose to a seller adverse material facts including facts related to buyer's ability to financially perform the transaction • Must present all written offers to and from the buyer in a timely manner • Must exercise reasonable skill and care for the buyer and promote the buyer's interests <p><u>A written agreement is not required to create a buyer's agency relationship</u></p>		

<input type="checkbox"/>	<input type="checkbox"/>	Limited Dual Agent
<ul style="list-style-type: none"> • Works for both the buyer and seller • May not disclose to seller that buyer is willing to pay more than the price offered • May not disclose to buyer that seller is willing to accept less than the asking price • May not disclose the motivating factors of any client • Must exercise reasonable skill and care for both buyer and seller <p><u>A written disclosure and consent to dual agency required for all parties to the transaction</u></p>		

<input type="checkbox"/>	<input type="checkbox"/>	Customer Only (list of services provided to a customer, if any, on reverse side)
<ul style="list-style-type: none"> • Agent does not work for you, agent works for another party or potential party to the transaction as: <ul style="list-style-type: none"> <input type="checkbox"/> Limited Buyer's Agent <input checked="" type="checkbox"/> Limited Seller's Agent <input type="checkbox"/> Common Law Agent (attach addendum) • Agent may disclose confidential information that you provide agent to his or her client • Agent must disclose otherwise undisclosed adverse material facts: <ul style="list-style-type: none"> - about a property to you as a buyer/customer - about buyer's ability to financially perform the transaction to you as a seller/customer • Agent may not make substantial misrepresentations 		

<input type="checkbox"/>	Common Law Agent for	<input type="checkbox"/>	Buyer	<input type="checkbox"/>	Seller	(complete and attach Common Law Agency addendum)
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THIS IS NOT A CONTRACT AND DOES NOT CREATE ANY FINANCIAL OBLIGATIONS. By signing below, I acknowledge that I have received the information contained in this agency disclosure 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.

Acknowledgement of Disclosure

(Including Information on back of form)

(Client or Customer Signature)	(Date)

(Client or Customer Signature)	(Date)

TBD _____
(Print Client or Customer Name)

_____ (Print Client or Customer Name)

Contact Information:

1. Agent(s) name(s) and phone number(s): Chris Bober (402) 312-5076 & John Farnan (402) 599-3772

Only the agent(s) named in #1 (above) is offering to represent you as your agent. Other licensees of the same brokerage or members of the same team may work for another party to the transaction and should NOT be assumed to be your agent. Init. Init. (this paragraph is not applicable if the proposed agency relationship is a customer only or the brokerage does not practice designated agency)

2. Team name, Team Leader name and phone number (only if applicable):

Team Bober, Chris Bober (402) 312-5076

3. Managing Broker(s) name(s) and phone number(s):

Sr. Managing Broker – Christy Leesley, 402-491-0100;

Omaha Managing Brokers – Deda Myhre, Kelly Jourdan, Jim O'Neal, 402.491.0100;

Sarpy Managing Broker – Rebecca Sain, 402.505.6225;

Lincoln Managing Brokers – Thane Jensen, Arla Meyer, 402-413-8000

4. Designated Broker name: *Andy Alloway, 402.491.0100*

Tasks brokerage may perform for an unrepresented customer (if applicable)

1. *Examples of tasks a seller's or buyer's agent may perform with an unrepresented buyer or seller may include, but not be limited to, the following:*

a. Tasks for unrepresented buyer by seller's agent:

- i. Explain the home buying process. Assess your wants and needs in a property.*
- ii. Conduct previews and showings of multiple properties.*
- iii. Assist in determining financial ability to purchase.*
- iv. Assist in selection of properties best fitting your needs.*
- v. Provide information on available financing.*
- vi. Provide estimate of total investment and monthly investment required, based on the offer.*
- vii. Provide estimate of closing costs at the time of completing the offer to purchase.*
- viii. Review and explain clauses in the sales contract.*
- ix. Provide background information you wish given to the seller regarding the terms of the offer.*
- x. Present offers to the seller and counter-offers from the seller.*
- xi. Provide follow-up services, including arranging inspections, appraisal, and delivering documents and copies.*
- xii. Keep in contact with lenders, inspectors, and sellers while awaiting closing and report progress.*

b. Tasks for unrepresented seller by buyer's agent:

- i. Explain the home selling process.*
- ii. Provide background information, except that required to be confidential, relating to the buyer's ability to perform under the proposed terms of an offer.*
- iii. Review and explain clauses in the offer.*
- iv. Provide estimate of closing costs based on the proposed terms of an offer.*
- v. Provide market data that justifies the buyer's offer.*
- vi. Present seller's counter-offers to the buyer.*
- vii. Provide follow-up services, including coordinating inspections, appraisals, surveys, etc.*
- viii. Assist with utilities changes.*
- ix. Assist with preparation and filing of documents.*
- x. Provide referral services, if relocating.*

Client or Customer name(s): TBD



GREAT PLAINS REGIONAL MLS LLC
UNIFORM PURCHASE AGREEMENT

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



The REALTOR® negotiating this agreement is a member of the National Association of REALTORS® and as such is governed by the applicable Code of Ethics and Rules of Fair Business Practice.

Nebraska Realty, REALTORS® (Broker) Date: ("Date of Offer")

The undersigned Purchaser, (whether one or more) agrees to purchase the Property described as follows:

1. Property Address: 318 N 33rd St City: Omaha State: NE ZipCode: 68131

2. Legal Description (Property): HAWTHORNE ADD LOT 10 BLOCK 2 1/2 VAC ALLEY & 50 X 143 1/2 as surveyed, platted and recorded in Douglas County, NE State including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: [] range [] oven [] refrigerator [] microwave [] dishwasher [] all window coverings [] all window covering hardware [] all light fixtures [] all ceiling fans [] washer [] dryer [] all TV mounts [] garage door opener(s) with remotes [] outdoor play equipment [] propane tank (unless rented) [] storage shed [] work bench [] security cameras (unless rented) [] video doorbells [] digital/smart thermostats and light switches [] shelving located in other (list in space) all as in place at the time of showing of the Property together with any other property which is permanently affixed to the Property.

4. Conveyance: Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by form of warranty deed or free and clear of all liens, encumbrances or special taxes levied or assessed, [X] no exceptions [] except and subject to all building and use restrictions, utility easements abutting the boundary of the Property, and protective covenants now of record.

5. Assessments: Within five (5) calendar days of the execution of this Agreement, Seller agrees to provide notice to Purchaser of all public improvements related to the Property which have been ordered but not yet commenced and shall timely supplement such information as new or updated information or improvements become known to Seller prior to Closing. After receiving Notice under this Section from Seller, Purchaser may terminate this Agreement within five (5) calendar days of such notice. Except as agreed between Purchaser and Seller, special assessments for public improvements not commenced as of Closing shall be the responsibility of Purchaser. Seller agrees to pay any special assessments for public improvements previously constructed or under construction as of Closing. For the purpose of this paragraph, public improvement shall mean improvements constructed by or on behalf of a government entity including, but not limited to, paving, curb, sidewalk and utilities.

6. Consideration: Purchaser agrees to pay to Seller, via certified funds, unless otherwise set forth in this Agreement, the total purchase price in the amount of Error DOLLARS (\$ TBD) on the following terms: \$5000 (Earnest Money) deposited herewith as evidenced by the receipt below unless otherwise provided in Section 7, below, with the balance thereof, together with all other amounts required under this Agreement, to be paid at Closing.

7. Receipt and Delivery of Earnest Money: Earnest Money is made payable and delivered to as follows: [X] delivered with this Agreement [] to be delivered later (If to be delivered later, see Section 10) [] to be delivered within hours of final acceptance of this Agreement. Earnest Money payable to [] Escrow Agent [] Purchaser Broker [] Seller Broker [] Seller.

Delivered by: Name Date Received by: Name Date

If the Earnest Money is paid by check, it will be cashed following acceptance of this Agreement or as otherwise agreed herein. In the event this offer is not accepted by the Seller of the Property within the time specified, the Earnest Money shall be returned to Purchaser. In the event there are any defects in the title which cannot be cured as specified below, the Earnest Money shall be paid to Purchaser. In the event

PROPERTY ADDRESS: 318 N 33rd St Purchaser(s) Initials: Seller(s) Initials:

of wrongful refusal or failure of the Purchaser to consummate the purchase, the Seller may, at Seller’s option, demand or retain the Earnest Money for failure to carry out the terms of this Purchase Agreement and pursue the Purchaser for any damages in excess of such amount, subject to the terms of the listing agreement. If the Earnest Money is held by either Broker, it may be transferred to an Escrow Agent at any time, In the case of a dispute over the return or forfeiture of the Earnest Money, the holder of the Earnest Money may require the agreement of Seller and Purchaser to release the Earnest Money. The holder of the Earnest Money may pay any Earnest Money into court upon the filing of any legal action related thereto. Such legal action shall not be maintained against Broker when the dispute is between Purchaser and Seller. Any party naming Broker as a party to any proceeding despite the aforementioned sentences shall be liable to Broker for all legal fees and costs.

8. Payment of Purchase Price. Purchaser shall pay the Purchase Price at Closing as follows (select one):

8.1 All Cash: Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or certified or cashier’s check at time of delivery of deed, no financing being required.

8.2 Conditional Upon Financing: This Agreement shall be conditional upon Purchaser obtaining financing, under the terms set forth below:

8.2.1 Terms of Financing. Balance of the Purchase Price, after accounting for the Earnest Money, shall be paid in wire transferred funds, or by certified or cashier’s check at time of delivery of deed, conditioned upon Purchaser’s ability to obtain financing to be secured by first mortgage or deed of trust, on above described Property in the amount of \$_____. The financing will be (select one) VA, FHA, CONVENTIONAL, USDA or _____, check here if loan to be NIFA qualified and for an initial interest rate not exceeding _____% per annum, plus mortgage insurance. Financing will be for a period of not less than _____ years. Loan origination/service fee to be paid by Purchaser except as otherwise agreed herein.

Seller Financing: - See attached addendum **Loan Assumption:** - See attached addendum.

8.2.2 Purchaser Loan Application Requirements: Purchaser agrees to make application for financing within five (5) or _____ business days of acceptance of this offer to one or more of the following:

Arbor Bank _____, or
Company Name Loan Officer Name Phone Number

Peoples Mortgage Company _____, or
Company Name Loan Officer Name Phone Number

Company Name Loan Officer Name Phone Number

Purchaser agrees to provide verification to Seller that a loan application has been submitted, Purchaser agrees to close within original set closing date, or, if the loan has not been approved or denied prior to the Closing date, Closing shall be automatically extended until approval or denial is issued, subject to the terms of Section 13, below. Upon notification to Purchaser of a loan denial, Purchaser shall notify Seller of such denial within one (1) business day. Unless otherwise agreed by Purchaser and Seller, this Agreement shall be deemed null and void five (5) days following such notice to Seller.

9. SALE CONTINGENCY: (Check one if applicable):

9.1. Contingent Upon Sale and Closing: This offer is contingent upon the sale and closing of Purchaser’s property to be listed by _____ located at: _____ See attached addendum.

9.2. Contingent Upon Closing of Purchaser’s Property Currently Under Contract: This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser’s property located at _____ scheduled to close on approximately _____ (date).

PROPERTY ADDRESS: _____
Purchaser(s) Initials: Seller(s) Initials:

If such closing does not occur on the closing date as scheduled, Closing Date shall be automatically extended until such contingent closing occurs. In the event that Closing Date is automatically extended pursuant to this section, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent.

10. Other Provisions (if attaching addenda, list in Section 33):

Property to be sold "As-Is, Where-Is" without any warranties or contingencies

11. Taxes: If the Property is located in **Douglas or Sarpy County, Nebraska**, all consolidated real estate taxes which become delinquent in the year of Closing (as are typically paid in the year of Closing) are Current Taxes for the purposes of this Agreement. If the Property is located in any other county, all consolidated real estate taxes for the year in which Closing takes place (as are typically paid in the year following the year of Closing) are Current Taxes for the purposes of this Agreement (based on assessed value and tax rate as of the date of this Agreement). Such Current Taxes shall be prorated as of date of Closing, possession or _____.

12. Conveyance of Title and Closing.

12.1. Title Insurance Agent and Elections. The Real Estate Settlement Procedures Act ("RESPA") and its accompanying regulations make it clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title insurance company. According to the Purchaser's rights under RESPA, Purchaser hereby directs the title insurance work to Aksarben Title & Escrow _____, Midwest Title _____, or _____. Purchaser hereby selects the expanded ALTA Homeowners Policy of Title or _____. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller or _____.

12.2. Title and Title Exceptions. Seller shall through Seller's Agent or Closing agent furnish a current title insurance commitment or complete abstract of title to Purchaser as soon as practical. If title defects are found, Seller must cure them within a reasonable time, and Closing shall be automatically extended until such defects are cured, in accordance with Section 13, below.

12.3 Closing and Closing Date. "Closing Date" as used herein shall be 10/20/2021 _____, 20____, and possession date shall be Closing Date, or _____. The time of the transfer of possession shall be as agreed upon by Purchaser and Seller, at a time not later than 4:00 PM on the day of Closing, but not before the time of Closing. At the time of transfer of possession, Seller shall leave the Property in broom-clean condition, free of any personal property not conveyed hereunder, and shall deliver all keys to the Property to Purchaser. "Closing" as used herein shall mean the event of the exchange of the Purchase Price for the deed to be conducted in accordance with Section 14, below.

13. Delay and Extension of Closing. In the event that Closing Date as set forth in Section 12.3 is automatically extended pursuant to Section 8.2.2, 9.2, or 12.2 of this Agreement, the parties shall reasonably cooperate to schedule Closing on a date and time consistent with such extension. In the event that automatic extension of the Closing has delayed Closing by more than fourteen (14) calendar days, either Purchaser or Seller, upon written notice to the other, may declare this Agreement void, and the Earnest Money shall be returned to the Purchaser, less any and all costs which Purchaser is obligated to pay, including, but not limited to, costs of inspections and surveys ordered by or on behalf of Purchaser as invoiced to or made known to Escrow Agent. Purchaser and Seller release and agree to hold harmless all listing and selling brokers, title insurance companies, escrow agents and lenders, if any, together with their employees and associates, from and against any and all claims related to any delay in the occurrence of Closing.

14. Escrow Closing: Purchaser and Seller acknowledge and understand that the Closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Earnest Money or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for the accounting for said funds. Escrow Agent's or the Broker's charge for the escrow Closing shall be equally divided between Purchaser and Seller. The State Documentary Tax on the deed shall be paid

PROPERTY ADDRESS: 318 N 33rd St

Purchaser(s) Initials: Seller(s) Initials:

by the Seller. Escrow Agent shall be Aksarben Title & Escrow _____, Midwest Title _____, or _____ If no Escrow Agent is selected, the title insurance agent, above, shall be the Escrow Agent. At Closing Purchaser shall make payment of all amounts due in good funds, as determined by the Escrow Agent.

15. **Survey:** Purchaser is aware of the availability of having a survey to determine the property limits, measurements, building locations, encroachments from adjoining lands, and registered Easements which may affect the property. Purchaser may obtain and pay for one or more of the following:

- 1. Improvement Location Survey / Plot Plan (minimum survey; or relied upon for establishment of structure or other improvements),
- 2. Boundary and Improvement Location Survey (corners located/verified; improvements located; parcel checked for encroachments, may be used for construction with regard to local, state and federal regulations),
- 3. ALTA (American Land Title Association) Survey (most comprehensive survey, covers all aspects of above survey options and identifies any additional evidence of possession or use which could be adverse to Purchaser).
- 4. Waived if not required by lender

In most situations, even if a survey is not required, one of the surveys is recommended.

16. **Home Warranty Acknowledgment:** Purchaser has been advised of the availability of Home warranty.

- Purchaser shall receive a home warranty, provided at the expense of Purchaser Seller or _____ Purchaser selects the warranty type Non-Evaluated Warranty Evaluated Warranty (if available) with No Exclusions*. Cost is \$ _____ plus applicable taxes. Home warranty plan benefits are limited to and defined by the plan documents, which Purchaser is advised to review. *(Seller is responsible to ensure issuance of warranty with no exclusions under this option.) Home warranty provider shall be 2-10 Home Warranty _____, American Home Shield _____, Home Warranty Inc. _____, Service One _____, or _____.
- Home warranty coverage rejected by Purchaser.

17. **Wood Infestation:** Purchaser (Seller, in the case of a new VA loan) agrees to pay the cost of a wood destroying insect inspection of the Property, and Seller agrees to pay for any treatment or repair work found necessary for issuance of a wood destroying insects warranty. Termite inspection work is to be performed by Bug-Z _____, Integrity _____, Red Termite _____, or Advantage Pest Control _____. Purchaser agrees to accept the treated Property upon completion of repairs. Provided, however, if treatment and repairs exceed 2% or _____ of the purchase price, this Purchase Agreement may be cancelled by Seller and/or Purchaser, by written notice delivered to the other party within five (5) calendar days of receipt of a wood destroying insect inspection report. Such inspection report must be delivered to the Seller and Purchaser not later than ten (10) calendar days prior to the Closing Date, at which time Purchaser shall be paid the Earnest Money with no further agreement or release required.

18. **Property Inspections:** Purchaser has been advised of the availability of property inspections/tests. Unsatisfactory Home Conditions, Asbestos, Mold, Lead, Radon and other contaminants may exist in the Property of which the Broker or Agent is unaware. Suspected Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Purchaser obtain inspection(s) of Purchaser’s choice to better determine the presence of contaminants and home condition.

Select and Initial One:

- Purchaser elects NOT to obtain Property inspections.
- Purchaser reserves the right to perform Property inspections

If Purchaser has reserved the right to obtain property inspections, then the following provisions shall apply:

18.1 Purchaser, at Purchaser’s expense, shall have the right to perform any inspections or investigation related to the Property that Purchaser desires, including a survey. If the condition of the Property is unsatisfactory in Purchaser’s subjective discretion, Purchaser shall provide Seller with:

- 18.1.1 An Inspection Notice Addendum that sets out in writing any unsatisfactory physical items Purchaser requests Seller to correct; or
- 18.1.2 A Rejection Notice Addendum that notifies Seller that after inspection, Purchaser finds the Property to be in unsatisfactory condition (a rejection of the property).

PROPERTY ADDRESS: 318 N 33rd St _____

Purchaser(s) Initials: Seller(s) Initials:

18.2 To be effective, the Inspection Notice Addendum or Rejection Notice Addendum must be received by Seller no later than 5:00 p.m. on the 14th calendar day after the acceptance date (“Inspection Objection Deadline”).

18.3 If an Inspection Notice Addendum or Rejection Notice Addendum is not received by Seller by 5:00 p.m. on the 14th calendar day after the acceptance date (“Inspection Objection Deadline”), the Property shall be deemed to be satisfactory to Purchaser.

18.4 If a Rejection Notice Addendum is received by Seller by the Inspection Objection Deadline this Agreement shall automatically terminate.

18.5 If an Inspection Notice Addendum containing requests for action by Seller is received by Seller by the Inspection Objection Deadline and Purchaser and Seller have not agreed in writing as to what action is to be taken regarding the items by 5:00 p.m. on the 18th calendar day after the acceptance date of the Agreement (“Resolution Deadline”), this Agreement shall automatically terminate on the Resolution Deadline unless, before such termination, Purchaser’s written notice of withdrawal of the requirement that Seller correct the items contained in the Inspection Notice Addendum is received by Seller.

18.6 Upon termination of this Agreement under this Section 18, the Earnest Money, less amounts necessary to pay any expenses incurred by REALTOR® or escrow agent holding the Earnest Money, shall be refunded to Purchaser promptly, upon Purchaser providing written notification of the facts constituting termination to the party holding the Earnest Money, without further documentation being required, other than documentation of payment of known expenses incurred by or on behalf of Purchaser. Purchaser shall be responsible for payment of all inspections, surveys, engineering reports or for additional work performed at Purchaser’s request and shall pay for any damage which occurs to the real and personal property as a result of such activities. The provisions of this paragraph shall survive termination of the Agreement.

18.7 Purchaser does not, by acceptance of the real and personal property identified in this Agreement, waive, release or relinquish any right or claim Purchaser may have against Seller by reason of any misrepresentation, concealment or fraud.

18.8. If Purchaser chooses to have a radon test, and the results of the radon test show average radon levels below 4.0 picocuries per liter of air (pCi/L), such results shall be deemed acceptable to Purchaser.

19. Purchaser’s Personal Inspection: This offer is based upon Purchaser’s personal inspection or investigation of the property and not upon any representation or warranties of condition by Seller or any limited agents involved in this transaction. ***If finished sq. ft., age, location of property lines, lot size, condition of improvements, protective covenants, designated school or school district, or other specific requirements are important to Purchaser’s decision to purchase, Purchaser acknowledges the limited agents have advised Purchaser to make or procure independent investigations.***

20. Utilities: Purchaser agrees to have all utilities transferred into their name, as of the date of Closing or possession, whichever is earlier. If there are any “Smart Home” or utility-connected devices controlled by online services on the Property, Seller agrees to remove the ability of Seller to control such devices and disable Seller’s own access. Purchaser agrees to reset all such devices to prevent such devices from connecting to Seller’s related accounts.

21. Condition of Property: Seller represents to the best of Seller's knowledge, information and belief, there are no material, latent defects in the Property nor any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except as have been disclosed in writing to Purchaser. Seller agrees to maintain the landscaping, sprinkler system, heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in functional and operable condition until delivery of possession, unless otherwise noted in the Seller Property Condition Disclosure Statement or specified herein. Seller will allow Purchaser to walk through Property within 2 calendar days before Closing to confirm compliance with this Purchase Agreement. Following Closing, Purchaser shall be responsible for all maintenance and care for the Property.

22. Rents, Leases and Tax Deferred Exchange: All leases and rents shall be current and not in default at Closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of Closing. Copies of all current leases shall be provided to the Purchaser within three (3) calendar days of acceptance of this Agreement. Purchaser and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party shall cooperate with the other in such exchange, but shall not be required to incur additional expense or delays, by reason of the other party’s intended exchange.

PROPERTY ADDRESS: 318 N 33rd St

Purchaser(s) Initials: Seller(s) Initials:

23. Homeowners Association and Protective Covenants: Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser’s use of the Property, and that may be enforced by the homeowners association or its members. Purchaser can obtain a copy of the protective covenants from the designated title insurance company. Seller shall pay all homeowners and neighborhood association assessments levied and due as of Closing. Homeowners or neighborhood association dues shall be prorated to the date of Closing. Purchaser shall be responsible for all future homeowners or neighborhood association dues, if any.

24. Release of Information: Purchaser and Seller authorize the release by Broker and/or its agents of information including price, financing and Property information regarding the purchase of this Property to the Great Plains Regional MLS, LLC, its members and affiliates, its participants and government entities. Purchaser authorizes selling agent/broker to market the fact of the sale of this Property and related information including, but not limited to, the purchase price.

25. Government Required Actions and Disclosures:

25.1 Seller Property Condition Disclosure: Purchaser acknowledges receipt of Seller Property Condition Disclosure Statement unless not required by law.

25.2. Lead Based Paint: Was property built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

25.3. SID: Is the property located within an SID? Yes No. Purchaser understands that this Property is located within S.I.D. #_____. If the Property is located within an SID, Purchaser acknowledges receipt of the most recently filed S.I.D. Statement and understands: (i) the Property is located within a sanitary and improvement district; (ii) sanitary and improvement districts are located outside the corporate limits of any municipality; (iii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and (iv) owners of Property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the Property is annexed by the municipality.

25.4 Fair Housing. It is unlawful to discriminate against any person in the 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, national origin, ethnic origin, familial status, sex, handicap, disability, or sexual orientation, under state or federal law, and, or in the City of Omaha, age discriminating is unlawful, against an individual forty (40) years of age or older. Local laws may apply to prohibit other kinds of discrimination. All references made (i) in any gender shall be deemed to have been made in all genders; (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

25.5 Safety: Seller agrees to install, at Seller’s expense, smoke detectors and carbon monoxide alarms as required by law.

25.6. Affiliated Business Arrangements: Purchaser and Seller acknowledge and understand that real estate brokers involved in this transaction may receive financial remuneration from the sale of title insurance or other forms of insurance or service as defined in the Affiliated Business Arrangement Disclosure, if applicable.

26. Insurance and Property Damage: Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than replacement cost until Closing. Risk of loss or damage to Property, prior to Closing, shall be the responsibility of Seller. If, following the Date of Offer, the Seller(s) has knowledge that the structure(s) on the Property are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. If storm damage is suspected but not actually known by Seller, Seller shall notify Purchaser and Seller and Purchaser shall have the right to have the Property inspected by an insurance adjustor or contractor, provided that such contractor must be licensed, if required, in the state, county, or city in which the Property is located. If damage is found, Seller shall be obligated to repair such damage prior to Closing unless Purchaser and Seller agree to allow repair to be made after Closing and Seller agrees to have held by the Escrow Agent one and one-half times the cost of repairs. Notwithstanding the foregoing, in the event that the cost of such repairs exceed 5% or _____, Purchaser may terminate this Agreement. Purchaser and Seller acknowledge and agree that there may be additional documentation and access needed to facilitate the repairs. As such, Seller and Purchaser agree to cooperate in executing documents necessary to complete the sale in a timely manner. Access to the property for repairs will not be unreasonably withheld.

27. Notice, Delivery and Time. Any notice permitted or required to be delivered to either party under this Agreement shall be sufficiently made via email or hand delivery to each party’s agent or Broker as named herein, regardless of whether such notice is reviewed. Any notice required to be made under this Agreement shall be required to be made before 5:00 P.M. of the prevailing local time of the Property. In measuring the number of days elapsed for any notice or other requirement under this Agreement, the counting of days shall exclude the day of the triggering event or notice.

PROPERTY ADDRESS: 318 N 33rd St

Purchaser(s) Initials: Seller(s) Initials:

28. Modification in Writing: Any modification of the terms of this agreement must be in writing and signed by all parties.

29. Electronic Transaction Authorization: The undersigned agree that all documents bearing signatures, initials or other marks of acknowledgement by a Purchaser, Seller and/or Broker/agent relating to a real estate transaction contemplated under this Agreement, including offers, counteroffers and acceptances: (1) may be transmitted electronically, and/or may use digital signature technology which is compliant with state UETA and/or federal E-SIGN requirements and (2) that digital signatures as well as electronic copies of manual signatures, whether scanned, digital photograph, facsimile or other means of image reproduction shall be treated in all respects as originals, and (3) that they will submit all original signatures if requested by the other party. This Agreement and any addendums or modifications may be signed in counterparts and such counterparts shall be considered as one document.

30. Compensation of Selling Broker: Purchaser shall pay Selling Broker compensation of \$0_____ at Closing. The compensation will be collected in all cases except if Purchaser secures a loan that does not allow Purchaser to pay for such compensation. If this compensation is paid by Purchaser to Selling Broker, Seller and Purchaser agree that Selling Broker, which may be the same as the Listing Broker, or any cooperating broker may collect compensation from both Seller and Purchaser.

31. Arbitration and Mediation:

31.1 Disputes: The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement between Purchaser and Seller.

31.2 Mediation: In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) calendar days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty-five (365) calendar days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

31.3 Arbitration: Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply substantive and procedural law of the jurisdiction of the Property to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run.

The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees and arbitration costs to the prevailing party.

31.4 Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

31.5 Exclusions. The terms of this Section shall not apply to: 1) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) the filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court, as defined in Neb. Res. Stat 25-2801 to 2804, provided, however, that any attempt to transfer such a proceeding to county or district court shall make this Section applicable to such action.

31.6 Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT

PROPERTY ADDRESS: 318 N 33rd St _____

Purchaser(s) Initials: Seller(s) Initials:

ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

Section 31 is hereby waived by all parties if this Section Initialed Purchaser(s) Initials:

32. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before _____, at _____ o'clock _____ M., prevailing local time.

33. List of Attachments and Addenda, and Disclosures. Purchaser and Seller acknowledge delivery and receipt of the following:

Addenda

- HUD/FHA/VA Mortgage Addendum
-
-

Disclosures and Attachments Provided Between Purchaser and Seller

- Seller Property Condition Disclosure Statement Signed and Dated _____
- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
- Limited Dual Agency Agreement
- S.I.D. Statement
- Preapproval/Prequalification Letter
- FHA Addendum
-
-

Checklist of Documents provided to Purchaser from Purchaser's Broker

- Affiliated Business Arrangement Disclosure
- Wire Fraud Notice
-

The undersigned parties executed this Agreement and each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to do so.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 31 WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser: Purchaser:

TBD
Purchaser's Name (Printed)

Purchaser's Name (Printed)

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Phone: _____

Phone: _____

Purchaser acknowledges receipt of a signed copy of this Purchase Agreement, as well as Estimated Purchaser's Closing Cost Statement if required by law.

NAMES FOR DEED (Purchaser retains the right to change prior to Closing)

NAME(S) FOR DEED TBD _____

- Single Individual(s)
- Married Individual(s)
- A Married Couple
- Other

PROPERTY ADDRESS: 318 N 33rd St _____ Seller(s) Initials:

PURCHASER AGENT INFO

Nebraska Realty
REALTOR® (Company Name), Broker

None - Buyer is a Customer
AGENT NAME (Printed)

17117 Burt St
OFFICE ADDRESS

AGENT E-MAIL ADDRESS

7900
OFFICE MLS ID #

/.
AGENT MLS ID # / AGENT NREC LICENSE #

402.491.0100
OFFICE PHONE #

AGENT PHONE #

SELLER ACCEPTANCE

The Seller, whether one or more, accepts the foregoing offer to purchase on _____ at _____ o'clock _____ M., prevailing local time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

[Empty box for seller exceptions]

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller: [Empty box]

Seller: [Empty box]

Seller's Name (Printed)

Seller's Name (Printed)

If Seller is a married individual, the Seller's spouse will be required to sign the Deed and other closing documents.

Seller is: Single Individual(s) Married Individual(s) A Married Couple A Legal Entity.

SELLER AGENT INFO

Nebraska Realty
REALTOR® (Company Name), Broker

Chris Bober & John Farnan
AGENT NAME (Printed)

17117 Burt St
OFFICE ADDRESS

chris@nebraskarealty.com
AGENT E-MAIL ADDRESS

7900
OFFICE MLS ID #

966088 / 20130018
AGENT MLS ID # / AGENT NREC LICENSE #

402.491.0100
OFFICE PHONE #

402.312.5076
AGENT PHONE #

PROPERTY ADDRESS: 318 N 33rd St

Purchaser(s) Initials: [] [] Seller(s) Initials: [] []

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller’s counteroffer to purchase on _____, at _____ o’clock _____. M., prevailing local time, on the terms stated and perform all the terms and conditions set forth, except as follows:

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser’s Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Purchaser:

Purchaser:

Purchaser’s Name (Printed)

Purchaser’s Name (Printed)

SELLER ACCEPTANCE OF COUNTER OFFER

The undersigned Seller (check one):

- accepts the terms above.
- makes a counter offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION IN SECTION 31 UNLESS WAIVED WHICH MAY BE ENFORCED BY THE PARTIES.

Seller:

Seller:

Seller’s Name (Printed)

Seller’s Name (Printed)

PROPERTY ADDRESS: 318 N 33rd St

Purchaser(s) Initials: Seller(s) Initials:



**NEBRASKA REAL ESTATE COMMISSION
SELLER PROPERTY CONDITION DISCLOSURE STATEMENT
Residential Real Property**

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? 40+ year(s)
 Is seller currently occupying the property? (Circle one) YES NO If yes, how long has the seller occupied the property? _____ year(s)
 If no, has the seller ever occupied the property? (Circle one) YES NO If yes, when? From _____ (year) to _____ (year)

Seller is a down payment

This disclosure statement concerns the real property located at 318 No 33
 in the city of Omaha, County of Douglas, State of Nebraska and legally described as:

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is NOT a warranty of any kind by the seller or any agent representing a principal in the transaction, and should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain. Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. Clothes Dryer	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. Clothes Washer	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. Dishwasher	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Garbage Disposal	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
6. Freezer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
7. Oven	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
8. Range	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
9. Cooktop	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
10. Microwave oven	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
11. Built-in vacuum system and equipment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
12. Range ventilation systems	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
13. Gas grill	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
14. Room air conditioner (_____ number)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
15. TV antenna / Satellite dish	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
16. Trash compactor	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity _____ AMP Capacity (if known) _____ fuse _____ circuit breakers	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. Ceiling fan(s) (_____ number)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. Garage door opener(s) (_____ number)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. Garage door remote(s) (_____ number)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
5. Garage door keypad(s) (_____ number)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
6. Telephone wiring and jacks	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
7. Cable TV wiring and jacks	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
8. Intercom or sound system wiring	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
9. Built-in speakers	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
10. Smoke detectors (_____ number)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
11. Fire alarm	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
12. Carbon Monoxide Alarm (_____ number)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
13. Room ventilation/exhaust fan (_____ number)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
14. 220 volt service	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
15. Security System _____ Owned _____ Leased _____ Central station monitoring	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
16. Have you experienced any problems with the electrical system or its components? <input type="radio"/> YES <input checked="" type="radio"/> NO	If YES, explain the condition in the comments section in PART III of this disclosure statement.			

Seller's Initials blmy Property Address _____ Buyer's Initials _____/_____

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Air purifier	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
2. Attic fan	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
3. Whole house fan	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
4. Central air conditioning _____ year installed (if known)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
5. Heating system _____ year installed (if known) _____ Gas _____ Electric _____ Other (specify _____)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
6. Fireplace / Fireplace Insert	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
7. Gas log (fireplace)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
8. Gas starter (fireplace)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
9. Heat pump _____ year installed (if known)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
10. Humidifier	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
11. Propane Tank _____ year installed (if known) _____ Rent _____ Own	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
12. Wood-burning stove _____ year installed (if known)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
2. Plumbing (water supply)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
3. Swimming pool	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
4. a. Underground sprinkler system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
b. Back-flow prevention system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
5. Water heater _____ year installed (if known)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
6. Water purifier _____ year installed (if known)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
7. Water softener _____ Rent _____ Own	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
8. Well system	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. Sump pump (discharges to _____)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. Septic System	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

PART II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
1. Age of roof (if known) _____ year(s)	N / A	N / A	<input type="radio"/>
2. Does the roof leak?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Has the roof leaked?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Is there presently damage to the roof?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Has there been water intrusion in the basement or crawl space?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
6. Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
7. Are there any structural problems with the structures on the real property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
8. Is there presently damage to the chimney?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
9. Are there any windows which presently leak, or do any insulated windows have any broken seals?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built <u>1919</u> (if known)	N / A	N / A	<input type="radio"/>
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
- Floor	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
- Wall	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
- Sidewalk	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
- Patio	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
- Driveway	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
- Retaining wall	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
12. Any room additions or structural changes?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
1. Asbestos	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. Contaminated soil or water (including drinking water)	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. Landfill or buried materials	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. Lead-based paint	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Radon gas	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
6. Toxic materials	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Section B - Environmental Conditions	YES	NO	Do Not Know
6. Toxic materials	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
7. Underground fuel, chemical or other type of storage tank?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Seller's Initials GVW Property Address _____ Buyer's Initials /

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
2. Any easements, other than normal utility easements?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
3. Any encroachments?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
5. Any lot-line disputes?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
8. Any condominium, homeowners', or other type of association which has any authority over the real property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
9. Any private transfer fee obligation upon sale?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
11. Is there a common wall or walls? b. Is there a party wall agreement?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
12. Any lawsuits regarding this property during the ownership of the seller?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
13. Any notices from any governmental or quasi-governmental agency affecting the real property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
15. Any deed restrictions or other restrictions of record affecting the real property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
16. Any unsatisfied judgments against the seller?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
17. Any dispute regarding a right of access to the real property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
18. Any other title conditions which might affect the real property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
9. Is trash removal service provided to the real property? If so, are the trash services <u>X</u> public <u> </u> private	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Have the structures been mitigated for radon? If yes, when? ___/___/___	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
11. Is the property connected to a natural gas system?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. Has a pet lived on the property? Type(s) _____	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
13. Are there any diseased or dead trees, or shrubs on the real property?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
14. Are there any flooding, drainage, or grading problems in connection to the real property?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
15. a. Have you made any insurance or manufacturer claims with regard to the real property? b. Were all repairs related to the above claims completed?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
2. Cleaning of fireplace, including chimney		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
3. Servicing of furnace		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. Professional inspection of furnace A/C (HVAC) System		<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
5. Servicing of septic system		<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney		<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Treatment for wood-destroying insects or rodents		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
8. Tested well water		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
9. Serviced / treated well water		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Seller's Initials blw

Property Address _____

Buyer's Initials _____/_____

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.
Note: Use additional pages if necessary.

Property Sold As is

If checked here _____ PART III is continued on a separate page(s)

SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of _____ pages (including additional comment pages), has been completed by Seller; that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

For The Creighton Chapter of Delta Upsilon International Fraternity Inc

Seller's Signature By: Steve W. Amey, President Date _____

Seller's Signature _____ Date _____

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature _____ Date _____

Purchaser's Signature _____ Date _____

66mm



**NOTICE TO BUYERS AND SELLERS REGARDING
WIRE FRAUD AND SUSPICIOUS COMMUNICATIONS**

As it relates to property address: 318 North 33rd Street, Omaha, NE 68131

Please be aware that the Escrow Company under the attached Agreement may require a wire transfer of funds at Closing. Buyer and Seller should take care to provide wire transfer information only to a proper agent of the Escrow Company. Funds should only be wired to the Escrow Company using account information provided by verified agents of the Escrow Company.

Recently, criminals have been found attempting to impersonate escrow companies and real estate agents in wire fraud schemes. Unauthorized individuals have been caught providing fraudulent wire transfer information to parties in real estate transactions. This could include a criminal contacting Buyer or Seller, directly or indirectly, in an attempt to steal funds that rightfully belong to the parties.

In the event that any party believes an unauthorized request has been made for bank account information or funds, the Escrow Company should be contacted immediately. The requests should be verified immediately in person or by telephone using a telephone number that is known to be valid. Parties should be especially skeptical of last minute changes or requests coming from unknown representatives.

In the event that funds are transferred to a fraudulent account, there may be no way to recover these funds from the criminals involved. For this reason, it is extremely important that the Buyer and Seller are vigilant and only provide wire transfer information to proper representatives of the Escrow Company. Please contact the Escrow Company directly if you have any questions.

Buyer:
Date: _____

For The Creighton Chapter of Delta
Upsilon International Fraternity Inc
Seller: *By Mr. W. Mahy, President*
Date: _____

Buyer:
Date: _____

Seller:
Date: _____

ON PROPERTY LOCATED AT 318 North 33rd Street, Omaha, NE 68131

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

08/10/21 5:17 PM CDT dotloop verified

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

For The Creighton Chapter of Delta Upsilon International Fraternity Inc

<i>John M. ...</i> Seller	Date	Seller	Date
<i>Chris Bober</i> Purchaser	Date	Purchaser	Date
<i>John Farnan</i> Agent	Date	Agent	Date

dotloop verified 08/10/21 5:06 PM CDT H6TH-YMFA-WPLY-ONOC

dotloop verified 08/10/21 5:17 PM CDT F8PG-VXF5-SJQV-XSWB

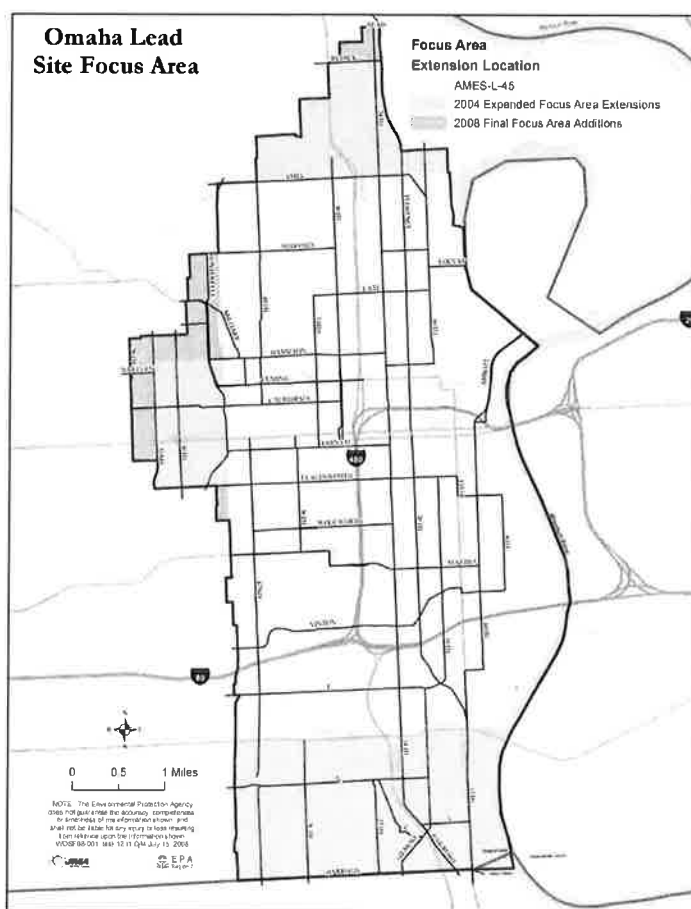


11830 Nicholas Street | Omaha, Nebraska 68154 | Office 402-619-5555 | Fax 402-619-5559 | www.OABR.com

Omaha Lead Site Focus Area

yes
DM

Initial here if the housing is located in an area of Omaha Nebraska (generally east of 56th Street, south of Read, and north of Harrison Street) which EPA tests have shown may contain concentrations of lead in the soil that may pose an unacceptable risk to human health and the environment (the "Omaha Nebraska Lead Site"). The EPA Omaha Lead Site Focus Area has been included on EPA's Superfund National Priorities List. However, the housing will only become part of the Omaha Lead Site if soils in its yard are tested and contain lead concentrations in excess of applicable EPA action levels. Lead in soil may not be limited to the EPA Omaha Lead Site Focus Area.



For information updated by the City of Omaha please visit <http://www.omahalead.org>

For The Creighton Chapter of Delta Upsilon International Fraternity Inc

Seller _____ Date _____

By *Mr. W. Mahy, President*

Seller _____ Date _____

Purchaser _____ Date _____

Purchaser _____ Date _____

MAP <http://www.oabrdocs.com/2013/UpdatedExtendedFocusArea2008>