

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

WHEREAS, this Board has the authority, pursuant to Neb. Rev. Stat. §23-104, to purchase and hold real estate necessary for the use of the county, and to make all contracts and to do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, Douglas County desires to expand the Douglas County Hall of Justice to relieve space constraints with respect to Douglas County agencies and departments involved in the justice system, and provide a more collaborative, trauma-informed juvenile justice courthouse to enable youth and families to access all of the inter-related services of the programs of the Juvenile Court; and

WHEREAS, Douglas County also desires to provide the least restrictive and most appropriate setting for juveniles in a community-based, modern, secure, and therapeutic facility, with close proximity to the community and public services necessary to effectively treat and restore juveniles in Douglas County; and,

WHEREAS, Douglas County desires to locate this new Douglas County Justice Center (“DCJC”) on what is presently parcel numbers 0313720000, 0313730000, 1515520000, 1515510000, and 1515620000; and,

WHEREAS, parcel numbers 0313720000 and 1515620000 are presently owned and occupied by the Omaha Housing Authority (“OHA”); and,

WHEREAS, OHA has agreed to sell parcel numbers 0313720000 and 1515620000 for \$2,750,000.00, plus closing costs and fees related to the sale of parcel numbers 0313720000 and 1515620000 under the terms and conditions proposed in the attached sales agreement.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, that the Chair of this Board is directed to authorize and sign the attached sales agreement to formally purchase parcel numbers 0313720000 and 1515620000 from the OHA for the amount of \$2,750,000.00, plus closing costs and fees related to the sale of parcel numbers 0313720000 and 1515620000 and other costs as proposed in the attached sales agreement.

Dated this 22nd Day of May 2018

Motion by Boyle, second by Borgeson to approve. I move the adoption of the resolution.

Adopted: May 22, 2018
Yeas: Borgeson, Boyle, Duda, Kraft, Rodgers
Nays: Cavanaugh
Abstain: Morgan

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

SALE AND PURCHASE CONTRACT

THIS SALE AND PURCHASE CONTRACT (this "Agreement") is made to be effective as of the Effective Date (as hereinafter defined) by and between **OMAHA HOUSING AUTHORITY**, a public body, corporate and politic ("Seller"), and **DOUGLAS COUNTY, NEBRASKA** ("Purchaser").

1. SALE AND PURCHASE. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase the following:

- (a) that certain tracts or parcels of land situated in Omaha, Douglas County, Nebraska as more particularly described on Exhibit A attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining to such property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the property described in clause (a) of this section being herein referred to collectively as the "Land"); and
- (b) the buildings and other improvements in, on or under the Land (the property described in clause (b) of this section being herein referred to collectively as the "Improvements").

The Land and the Improvements are hereinafter sometimes referred to collectively as the "Property." The Property shall be conveyed subject to the matters which are deemed to be Permitted Exceptions pursuant to Section 5, Subsection C, hereof (the "Permitted Exceptions").

2. PURCHASE PRICE. Seller is to sell and Purchaser is to purchase the Property for a total of TWO MILLION SEVEN HUNDRED AND FIFTY THOUSAND AND NO/100's DOLLARS (\$2,750,000.00) (the "Purchase Price"). The Purchase Price shall be payable in full at Closing (as hereinafter defined) in cash or immediately available wire transferred funds.

3. EARNEST MONEY. Following the Effective Date hereof, Purchaser shall deliver to Seller a check in the amount of one thousand Dollars (\$1,000.00), which amount the parties hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement. The Parties acknowledge the receipt and adequacy of said consideration. The Earnest Money will be returned to Purchaser in the event Purchaser terminates this Agreement on or before May 25, 2018 at 1:00 P.M. or as otherwise provided herein.

4. Intentionally Omitted.

5. TITLE AND SURVEY.

A. Commitment for Title Insurance. Seller and Purchaser hereby instruct the Title Company to prepare and deliver to Purchaser, Seller and the surveyor described in Subsection B below, a title commitment (the "Title Commitment") covering the Property no later than ten (10) calendar days after the Effective Date, showing all matters affecting title to the Property and binding the Title Company to issue at Closing an Owner's Policy of Title Insurance pursuant to Subsection D hereof on the standard form of policy customarily used in the State where the Property is located in the full amount of the Purchase Price. Seller and Purchaser further instruct the Title Company to deliver to such parties copies of all instruments referenced as exceptions to the Title Commitment no later than five (5) calendar days after the Effective Date.

B. Survey. Purchaser may, at its own expense, employ a reputable surveyor or surveying firm, reasonably acceptable to the Title Company to survey the Property and mark the boundaries thereof and prepare and deliver no later than ten (10) calendar days after the Effective Date to Purchaser, Seller and the Title Company a map or plat thereof (the "Survey") reflecting the total area of the Property, the location of all improvements, recorded easements and encroachments, if any, located thereon and all building and set back lines and plottable matters of record with respect thereto. Seller agrees that Purchaser's surveyor shall have access to the Property for the purposes of making such survey; Purchaser shall (and hereby agrees to) indemnify and hold Seller harmless for any liabilities, costs and expenses (including without limitation reasonable attorneys' fees) relating to any injury caused by Purchaser's surveyor to the Property or to persons. If Purchaser fails to obtain such Survey within ten (10) calendar days after the Effective Date (due to no fault of the Seller such as a failure to allow the surveyor access

to the Property) Purchaser shall be deemed to have waived any right to obtain a survey or to make objections based thereon.

C. Title Review Period. Purchaser shall have ten (10) calendar days (the "Title Review Period") after the Effective Date to notify Seller, in writing, of objections to the Title Commitment or the Survey. Any item contained in the Title Commitment or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a Permitted Exception. In the event Purchaser shall notify Seller of objections to title or the Survey prior to the expiration of the Title Review Period, Seller shall have five (5) calendar days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to Purchaser and Seller (the "Cure Period"), within which Seller may (but shall not be required to) cure or remove such objection. If Seller fails either to cure or remove such objection to the reasonable satisfaction of the Title Company and Purchaser prior to the expiration of the Cure Period, and if by reason of such objection the Title Company refuses to issue an Owner's Policy of Title Insurance as provided in Subsection D below, Purchaser may either terminate this Agreement by written notice to Seller, and receive its earnest money back, or waive such objection and accept such title as Seller is able to convey without any reduction in the Purchase Price. Failure of Purchaser to send written notice of the election available to it pursuant to the preceding sentence within two (2) calendar days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive its objection and accept such title as Seller is able to convey without any reduction in the Purchase Price.

D. Owner's Policy of Title Insurance. At Closing, the Title Company shall issue to Purchaser an Owner's Policy of Title Insurance (the "Title Policy") covering the Property, in the full amount of the Purchase Price. The cost of the Title Policy shall be paid by the Purchaser. Purchaser shall be responsible for any incremental premium for extended coverage on the Title Policy. Such Title Policy may contain as exceptions the standard printed exceptions and the Permitted Exceptions.

6. INSPECTION PERIOD; PROPERTY CONDITIONS; WAIVER AND RELEASE.

A. Right of Inspection. During the period beginning upon the Effective Date and ending at 5 p.m., C.S.T., on twenty (20th) calendar days following the Effective Date (hereinafter referred to as the "Inspection Period"), Purchaser shall have the right to make a physical inspection of the Property (including, without limitation, any inspections relating to environmental matters) and to examine all books and records maintained by Seller relating solely to and located at the Property or, at Seller's sole discretion, at such location where such books and records may be located. If these records are kept in a location other than Omaha, Nebraska, Seller will, at its sole expense, provide electronic or paper copies to Purchaser. For any such inspection (i) it may be conducted in the presence of Seller or its representative at their election, and (ii) with respect to such books and records, (x) same shall not include any appraisals, and (y) with respect to environmental books and records, Seller agrees to provide to Purchaser any environmental reports showing the existence or extent of any environmental contamination (the "Seller's Environmental Reports") prepared by Seller including but not limited to those which have been provided to any governmental entities or agencies. Seller makes no representations or warranties to Purchaser regarding the accuracy of Seller's Environmental Reports, it being agreed that Purchaser shall rely on its own investigations of the Property. For purposes of inspections, Purchaser shall (i) fully comply with any and all federal, state and local laws and regulations, (ii) not cause physical damage to the Property (other than such as is normal and customary in inspections of real properties in connection with sales in the state where the Property is located and, in every event, Purchaser shall restore the Property at Purchaser's sole cost and expense to its condition which existed immediately prior to such inspections), (iii) not cause or allow any lien to be filed against the Property (whether by Purchaser in the form of a *lis pendens* or by any of Purchaser's consultants, agents or contractors), and if any such lien is filed against the Property Purchaser shall immediately cause same to be discharged and released and shall be liable to Seller for any and all damages Seller may suffer as a direct result thereof, and (iv) not interfere with Seller's business in connection with any such inspections. Purchaser agrees to indemnify and hold Seller and Seller's officers, employees, directors, shareholders, affiliates, subsidiaries, lenders and agents harmless of and from any third party claim for damages or liabilities of any kind arising from Purchaser's (or Purchaser's agents', contractors' or employees') breach of the foregoing obligations of this section or occasioned by such parties' inspection of the Property, and such obligation to indemnify shall survive Closing or any termination of this Agreement. All inspections shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with use of the Property by Seller or its tenants.

B. Right of Termination. Seller agrees that in the event Purchaser determines that the Property is not suitable for its purposes, Purchaser shall have the right to terminate this Agreement by sending written notice thereof (hereinafter referred to as the "Notice of Termination") to Seller prior to the expiration of the Inspection Period.

Upon delivery by Purchaser of such Notice of Termination within the Inspection Period, this Agreement shall terminate. If Purchaser fails to send Seller a Notice of Termination prior to the expiration of the Inspection Period, Purchaser shall no longer have any right to terminate this Agreement, except as provided herein, and shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement.

C. Intentionally Omitted.

D. Purchaser to Deliver to Seller Purchaser's Reports. Purchaser agrees to deliver to Seller copies of any and all environmental reports (the "Purchaser's Environmental Reports") and other inspection reports which Purchaser performs or has performed on its behalf. If environmental contamination is discovered which has not previously been reported to the appropriate governmental agencies, Purchaser agrees (subject to and contingent upon applicable law) that Seller shall have the sole right, responsibility and determination whether to make such report(s).

7. **DISCLAIMERS.**

PURCHASER AGREES THAT IT WILL PERFORM EXAMINATIONS AND INVESTIGATIONS OF THE PROPERTY AS IT REASONABLY DEEMS NECESSARY, IN ITS SOLE DISCRETION, PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, EXAMINATIONS AND INVESTIGATIONS FOR THE PRESENCE OF ASBESTOS, PCB EMISSIONS AND HAZARDOUS SUBSTANCES, MATERIALS OR WASTES (AS THOSE TERMS MAY BE DEFINED BY APPLICABLE FEDERAL OR STATE LAW, RULE OR REGULATION) ON THE PROPERTY, PURCHASER WILL RELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS IN PURCHASING THE PROPERTY.

8. **CLOSING.**

A. Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of the Title Company after the Inspection Period, but not later than at 3:00 p.m. on the fifteenth (15th) day of June, 2018, or such other day as the parties may agree upon. At Closing, Seller and Purchaser shall perform their respective obligations hereinafter set forth, the performance of which obligations shall be concurrent conditions.

B. Seller's Obligation at Closing. At Closing, Seller shall:

(a) deliver to Purchaser a General Warranty Deed (the "Deed") substantially in the form of Exhibit B attached hereto and made a part hereof, executed and acknowledged by Seller and in recordable form, conveying the Land and Improvements to Purchaser, subject only to the Permitted Exceptions, the pro-rated taxes if any for 2018, and any and all restrictions, covenants, conditions, easements and other matters relating to the Property conveyed to the extent they are shown of public record, and to all zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, relating to the Property;

(b) deliver to Purchaser a FIRPTA Affidavit in the form of Exhibit C attached hereto and made a part hereof, duly executed by Seller, stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, and in the event Seller is unable or unwilling to deliver the FIRPTA Affidavit, in lieu thereof the funds payable to Seller shall be adjusted in such a manner as to comply with the withholding provisions of such statutes;

(c) deliver to Purchaser possession and occupancy of the Property, subject to the Permitted Exceptions;

(d) deliver to Purchaser all available keys to the Property in Seller's possession; and

(e) deliver to Purchaser notice of lease termination, for any tenant of the Property, with the lease termination effective on the Closing date of the sale of the Property.

C. Purchaser's Obligations at Closing. At Closing, Purchaser shall:

(a) pay to Seller the full amount of the Purchase Price in cash or immediately available wire transferred funds pursuant to Section 2 above, it being agreed that at Closing the Earnest Money shall be delivered to Seller and applied towards payment of the Purchase Price.

D. Credits and Prorations.

(a) The following shall be apportioned with respect to the Property as of 12:01 a.m., C.S.T., on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs:

- (i) taxes (including personal property taxes);
- (ii) any assessments;
- (iii) gas, electricity and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing; and
- (v) any other operating expenses of the Property incurred during the month in which Closing occurs.

(b) Notwithstanding anything contained in the foregoing provisions:

(i) At Closing, Purchaser shall credit to the account of Seller all refundable cash or other deposits posted with utility companies serving the Property or, at Seller's option, Seller shall be entitled to receive and retain such refundable cash and deposits.

(ii) Any taxes at Closing shall be prorated based upon the (i) amounts estimated to become due based on the prior year's taxes, (ii) taxes actually due or owing but unpaid, or (iii) taxes actually paid for the year in which the Closing occurs, as the case may be.

(iii) Seller shall receive the entire advantage of any discounts for the prepayment by it of any taxes, water rates or sewer rents.

(iv) As to gas, electricity and other utility charges, Seller may on notice to Purchaser elect to pay one or more of all of said items accrued to the date hereinabove fixed for apportionment directly to the person or entity entitled thereto, and to the extent Seller so elects, such item shall not be apportioned hereunder, and Seller's obligation to pay such item directly in such case shall survive the Closing.

(c) The provisions of this Section 9 shall survive Closing.

E. Closing Costs. Seller shall pay the fees of any counsel representing it in connection with this transaction. Purchaser shall pay all other closing costs including the fees for recording the Deed, any transfer tax, documentary stamp tax or similar tax which becomes payable by reason of the transfer of the Property, any escrow fee which may be charged by the Title Company, the cost of the Title Policy as set forth in Section 5(D) above, the cost of the Survey if any, the fees of any counsel representing Purchaser in connection with this transaction, and the additional premium chargeable for modification of the survey exception, if such modification is desired by Purchaser.

F. Closing Contingent Upon Seller Receiving Internal Approvals. Seller's obligation to consummate the transaction hereunder shall be, and hereby is, subject to the fulfillment on or before the Closing Date of the following condition precedent, which may be waived by Seller in its sole discretion: Seller shall have received all internal approvals required for the execution of this Agreement on or before June 11, 2018, and the consummation of the transaction herein contemplated in accordance with the terms of this Agreement.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows: Subject to the terms and provisions of Section 8, Subsection F, herein, Seller has the full right, power and authority to sell the Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been taken.

(i) Seller will maintain through the Closing Date the following insurance:

- (a) **PROPERTY INSURANCE:** Seller shall keep the Property insured in accordance with Seller's insurance (including self-insurance, if any) as of the date hereof, against fire and other hazards covered by special form of loss (i.e. "all risk") property insurance.
- (b) **GENERAL LIABILITY:** General liability coverage in the amount of no less than Five Million Dollars (\$5,000,000.00). This limit may be obtained by primary and excess limits. Seller shall provide Buyer notice of Seller's intention to cancel or materially change the policy of property insurance thirty (30) days in advance of cancellation.
- (c) **WORKERS COMPENSATION:** Workers' Compensation coverage as required by Nebraska state statute shall be maintained by Seller.
- (d) **INDEMNIFICATION:** Seller shall indemnify and hold Purchaser harmless from any all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against Purchaser to the extent it is caused by the negligent acts or omissions Seller, its

officers, employees, agents, subcontractors or tenants while owning or occupying the Property. Purchaser agrees to provide Seller prompt, written notice of any such claim, suit, demand or cause of action. Purchaser shall cooperate with Seller in the defense or settlement negotiation of such claim, suit, demand or cause of action.

B. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(i) Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been taken.

(ii) Purchaser is contracting to purchase the Property for its own account and not for the account of another party.

10. **DEFAULT.**

A. Default by Purchaser. In the event that Purchaser fails to consummate this Agreement for any reason, except Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof. Notwithstanding anything to the contrary contained in this Subsection A, if Purchaser or any affiliate of Purchaser asserts a claim to the Property which clouds Seller's title thereto, and if such claim is found by a court of competent jurisdiction to be without merit, then Seller shall have all remedies available at law or in equity against Purchaser.

B. Default by Seller. In the event that Seller should fail to consummate this Agreement for any reason, except Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy, either (a) to receive the return of the Earnest Money, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, except for Prevailing Party Recover as provided herein, or (b) to enforce specific performance of Seller's obligation to execute the documents required to convey the Property to Purchaser, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of Seller hereunder. In the event, Purchaser elects to enforce specific performance, Seller shall be liable for all Prevailing Party Recover as provided herein. Purchaser expressly waives its rights to seek damages in the event of Seller's default hereunder. Purchaser shall be deemed to have elected to terminate this Agreement and receive back the Earnest Money if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in the county where the Property is located, on or before sixty (60) calendar days following the date upon which Closing was to have occurred.

11. **RISK OF LOSS.**

A. Minor Damage. In the event of loss or damage to the Property or any portion thereof (the "premises in question") which is not "major" (as hereinafter defined), at the election of Seller either (a) this Agreement shall remain in full force and effect provided Seller performs any necessary repairs or, at Seller's option, reduces the cash portion of the Purchase Price in an amount equal to the cost of such repairs, or (b) Seller shall have the right to terminate this Agreement whereupon all rights and obligations (except those specified to expressly survive any termination or closing) shall cease. If Seller elects to terminate, Purchaser shall receive the return of the Earnest Money; in either event, Seller shall retain all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly, and the date of Closing shall be extended a reasonable period of time in order to allow for the completion of such repairs.

B. Major Damage. In the event of a "major" loss or damage, either Seller or Purchaser may terminate this Agreement by written notice to the other party, in which event the Earnest Money shall be returned to Purchaser. If neither party elects to terminate this Agreement within ten (10) calendar days after Seller sends Purchaser written notice on the occurrence of major loss or damage, then Seller and Purchaser shall be deemed to have elected to proceed with Closing, in which event Seller shall, at Seller's option, either (a) perform any necessary repairs, or (b) assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question, or (c)

reduce purchase price by an amount equal to the cost of such repairs. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time in order to allow for the completion of such repairs. Upon Closing, full risk of loss with respect to the Property shall pass to the Purchaser. For purposes of Subsections A and B, "major" loss or damage refers to the following: (i) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the premises in question to a condition substantially identical to that of the premises in question prior to the event of damage would be, in the certified opinion of a mutually acceptable architect, equal to or greater than forty percent (40%) of the Purchase Price, and (ii) any loss due to a condemnation which permanently and materially impairs the current use of the Property.

12. BROKER'S FEES. Each party represents and warrants that it has not engaged the services of a broker for transaction. Each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker by, through or on account of any acts of said party or its representatives, said party will hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith. The provisions of this paragraph shall survive Closing.

13. CONFIDENTIALITY. Purchaser and its representatives shall hold in the strictest confidence all data and information obtained with respect to Seller or its business, whether obtained before or after the execution of and delivery of this Agreement, and shall not use such data or information or disclose the same to others (except to Purchaser's employees, agents, lenders, and consultants who may be helping facilitate the transaction contemplated hereby provided that Purchaser informs all such persons and entities of the confidential nature of such information). In the event this Agreement is terminated or Purchaser fails to perform hereunder, Purchaser shall promptly return to Seller any statements, documents, schedules, exhibits or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein (including, without limitation, all copies of such materials and all copies of Seller's Environmental Reports). It is understood and agreed that, with respect to any provision of this Agreement which refers to the termination of this Agreement and the return of the Earnest Money to Purchaser, such Earnest Money shall not be returned to Purchaser unless and until Purchaser has fulfilled its obligation to return to Seller the materials described in this section. In the event of a breach or threatened breach by Purchaser or its agents or representatives of this section, Seller shall be entitled to an injunction restraining Purchaser or its agents or representatives from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. Notwithstanding the foregoing, the confidentiality provisions of this Agreement shall not apply to any data or information which (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation; (iii) is independently developed by the receiving Party; (iv) is publicly disclosed by the disclosing Party; (v) the disclosing Party authorizes in writing public disclosure; or (vi) becomes available to the receiving Party without restriction from a third party. The Parties acknowledge that the terms and conditions of this Agreement are not confidential. The terms and provisions of this section shall survive any termination of this Agreement.

14. ASSIGNMENT. Purchaser shall not assign this Agreement except with the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion, but not unreasonably withheld or delayed.

15. LEASE AGREEMENT. The Parties intend before the Closing Date to enter into a lease agreement with the Purchaser, as landlord, who will lease to Seller, as tenant, the Property. Such lease will become effective on the Closing Date.

16. 1823 Harney Street. Purchaser acknowledges that Seller is pursuing the purchase of 1823 Harney Street, Omaha, Nebraska, as more specifically described in Exhibit D. Purchaser agrees that it will pay all of Seller's (The Housing Authority of the City of Omaha) loan closing costs and real estate closing costs associated with Seller's purchase of 1823 Harney Street, including the costs of the buyout or condemnation of existing leases at 1823 Harney Street, not to exceed \$100,000. Seller shall itemize and substantiate all such costs, including the cost of lease buyouts or condemnation, in a form acceptable to Purchaser. Should the total of the loan closing costs, real estate closing costs, and the cost of the buyout or condemnation of existing leases exceed \$100,000, Purchaser shall be responsible for that amount as long as the following conditions are met: (1) Purchaser and Seller shall negotiate the method of reimbursement or payment in a form and manner acceptable to Purchaser and (2) Any operational net gain on 1823 Harney Street experienced by Seller prior its occupancy of 1823 Harney Street shall be used by Seller

to offset any costs of the buyout or condemnation of existing leases at 1823 Harney Street in excess of the \$100,000, as provided for above. To the extent it desires, Purchaser shall be involved in any good faith negotiations to buyout existing leases at 1823 Harney Street.

17. NOTICES. Except for any notice required under applicable law to be given in another manner, any notice or communication required or permitted hereunder shall be given in writing by (a) expedited delivery service with proof of delivery by a nationally recognized provider, or (b) deposited in the United States Mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address set forth below. Such notice shall be deemed to have been given at the time of personal delivery or first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with this section, the address for notices given pursuant to this Agreement shall be as follows:

If to Seller: The Housing Authority of the City of Omaha
Attn: Judith Carlin
1805 Harney Street
Omaha, NE 68102

with a copy to: The Housing Authority of the City of Omaha
Attn: Brian Hansen
1805 Harney Street
Omaha, NE 68102

If to Purchaser: Douglas County Chief Administrative Officer
Attn: Patrick Bloomingdale
1819 Farnam Street, LC2 Civic Center
Omaha NE 68183

with a copy to: Douglas County Attorney's Office, Civil Division
Attn: Theresia Urich
909 Civic Center
Omaha NE 68183.

18. INDEMNIFICATION REGARDING SERVICE CONTRACTS, ACCOUNTS PAYABLE AND UTILITIES. Except as otherwise herein provided, any and all costs, expenses and liabilities relating to the ongoing operation, management or ownership of the Property (such costs, expenses and liabilities being herein referred to collectively as the "Recurring Obligations") arising or accruing during the period prior to the Closing Date, including, but not limited to, accounts and payments under service contracts and utility charges, are the responsibility of Seller and will be paid by Seller promptly upon receipt of billing therefor, and Seller hereby holds Purchaser harmless with respect to such Recurring Obligations and agrees to indemnify Purchaser from any loss, liability or claim, including without limitation reasonable attorneys' fees, relating to such Recurring Obligations. During the period from and after the Closing Date, Recurring Obligations are the responsibility of Purchaser and will be paid by Purchaser promptly upon receipt of billing therefor, and Purchaser hereby holds Seller harmless with respect to such obligations and agrees to indemnify Seller from any loss, liability or claim, including without limitation reasonable attorneys' fees, relating to such obligations. To the extent not reflected in the closing statements (the "Closing Statements") evidencing the transaction contemplated under this Agreement, Purchaser and Seller agree to adjust between themselves outside of Closing any amounts which are the responsibility of the other pursuant to this paragraph. This paragraph is not intended to address environmental matters or Hazardous Materials, which are addressed elsewhere herein. The provisions of this Section 16 shall survive the Closing.

19. ENVIRONMENTAL INDEMNIFICATION.

19.1 Seller, together with its successors and assigns, agrees to indemnify, defend, reimburse and hold harmless Purchaser from and against any and all third party claims, losses and liabilities, including without limitation all claims, causes of action, judgments, fines, penalties, damages, and expenses for professional fees and costs, asserted against or incurred by Purchaser arising from the presence of Hazardous Materials upon, about or beneath the Property or migrating from the Property prior to or as of the Closing Date but only to the extent caused

by Seller (or any agent, employee, lessee, licensee, contractor or representative of Seller), or arising in any manner whatsoever out of Seller's violation of any federal, state or local law, regulation, ordinance pertaining to any Hazardous Materials on the Property and the Seller's activities thereon, or the breach of any warranty or covenant or the inaccuracy of any representation of Seller contained in this Agreement. The provisions of this Section 17 shall survive closing.

19.2 Purchaser, together with its successors and assigns, agrees to indemnify, defend, reimburse and hold harmless Seller, its subsidiaries and affiliates from and against any and all third party claims, losses and liabilities, including without limitation all claims, causes of action, judgments, fines, penalties, damages, and expenses for professional fees and costs, asserted against or incurred by Seller arising from any Hazardous Materials existing at, on, under or within the Property (including the migration of such Hazardous Materials offsite) but only to the extent the introduction of such Hazardous Materials to the Property was caused by Purchaser's development activity or was otherwise caused by Purchaser (or any agent, employee, contractor, representative, successor or assign of Purchaser).

20. MISCELLANEOUS.

A. Public Disclosure. Prior to Closing, any release to the public of information with respect to the matters set forth in this Agreement will be made only in the form approved by Seller and its counsel.

B. Discharge of Obligations. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those, if any, which are herein specifically stated to survive Closing or survive Closing pursuant to applicable law.

C. Title Policy or Abstract. This constitutes written notice to Purchaser that it should have an attorney examine an abstract of title to the property being purchased or obtain a title insurance policy.

D. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

E. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

F. Time of Essence. Seller and Purchaser agree that time is of the essence of this Agreement.

G. Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

H. Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

I. Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property.

J. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, neither party shall be entitled to recover from the other party any of its expenses, including attorneys' and other professionals' fees.

K. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same agreement.

L. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it shall be severed and the remainder of this Agreement shall nonetheless remain in full force and effect.

M. Applicable Law. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED. SELLER AND PURCHASER

HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN THE STATE WHERE THE PROPERTY IS LOCATED, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN A STATE OR FEDERAL COURT SITTING IN THE STATE WHERE THE PROPERTY IS LOCATED. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

N. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

O. Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- (a) Exhibit A - Legal description of the Land;
- (b) Exhibit B - Form of General Warranty Deed; and
- (c) Exhibit C - Form of FIRPTA Affidavit.

P. Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

Q. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

R. Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

S. Intentionally Omitted.

T. Assessments. Seller agrees to pay any assessments for public improvements previously constructed, ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed. Seller agrees to notify Purchaser with ten (10) calendar days if Seller becomes aware of any public improvements ordered or required to be constructed by the public authority.

U. State Documentary Tax. This transaction is exempt under Neb. Rev. Stat. Section 76-902(2).

V. Assignment of Warranties. Seller agrees to provide Purchaser copies of any written warranties in effect in relation to the Property. Seller agrees to assign its interest, to the extent assignable, in any applicable warranties in effect in relation to the Property (including, but not limited to, warranties on roofs, HVAC units, parking lots, fixtures, and equipment remaining upon or in the Property) to Purchaser effective upon Closing. Seller shall notify the proper party either sponsoring or offering each applicable warranty of Seller's obligation to assign Seller's interest under each applicable warranty. In the event that Seller's assignment of any warranty in effect in relation to the Property would cancel, void, or otherwise adversely impact any such warranty, Seller shall notify Purchaser of the possible cancellation, voiding, or adverse impact within ten (10) calendar days of Seller's discovery of the possible cancellation, voiding, or adverse impact upon the warranty. Cancellation, voiding, or adverse impact due to a sponsor or offering party's conduct shall not provide a basis for Purchaser to rescind the Agreement.

W. Effective Date. If Purchaser fails to execute this Agreement and deliver same to Seller on or before 5 p.m., C.S.T., May 22, 2018 (the "First Deadline"), all negotiations between Seller and Purchaser concerning the sale of the Property shall be deemed terminated. Upon execution of this Agreement by Purchaser and delivery of same to Seller, this Agreement shall constitute an offer by Purchaser. The date of Seller's execution of this Agreement shall be deemed the effective date (the "Effective Date"). If Seller fails to accept Purchaser's offer within 30 calendar days after Purchaser's delivery of the Agreement signed by Purchaser, then Purchaser's offer shall expire and all negotiations between Seller and Purchaser concerning the sale of the Property shall be deemed terminated.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

Executed by Seller this 23rd day of May, 2018

SELLER:
OMAHA HOUSING AUTHORITY,

By: [Signature]
Name: Judith Carlson
Its: CEO

Executed by Purchaser this 29th day of May, 2018

PURCHASER:
DOUGLAS COUNTY, NEBRASKA

By: [Signature]
Name: FJ Morgan
Its: Vice-Chair

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

ACKNOWLEDGMENT BY TITLE COMPANY

The Title Company hereby agrees to perform its obligations under this Agreement and acknowledges receipt of a fully executed counterpart of this Agreement on the 24 day of May, 2018, which date shall be deemed the "Effective Date" of this Agreement.

Missouri River TITLE

By: [Signature]
Name: Matt Knoblauch
Its: _____

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 1, Block 144, in the City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska.

Parcel 2:

Lots 11, 12 and 13, all in Block 2, in E. Kountze Reserve, an addition to the City of Omaha, Douglas County, Nebraska, as surveyed, plated and recorded, EXCEPTING therefrom that part of Lot 11 dedicated for street purposes as set forth in instrument filed March 27, 1917 in Book 38 at Page 251 of the Miscellaneous records of Douglas County, Nebraska.

EXHIBIT B

After Recording, Return To:
Patrick Bloomingdale
Douglas County, Nebraska
1819 Farnam Street
Civic Center, LC2
Omaha, Nebraska 68183

GENERAL WARRANTY DEED

STATE OF NEBRASKA

COUNTY OF DOUGLAS

THAT OMAHA HOUSING AUTHORITY, a public body, corporate and politic (hereinafter referred to as "Grantor"), for and in consideration of the sum of TWO MILLION, SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$2,750,000.00) and/or other good and valuable consideration to it in hand paid by Douglas County, Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as "Grantee"), whose mailing address is 1819 Farnam Street, Civic Center, LC2, Omaha, Nebraska 68183, the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the real property situated in Douglas County, described on Exhibit A attached hereto and made a part hereof for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anywise appertaining thereto, and together with all improvements located thereon and any right, title and interest of Grantor in and to adjacent streets, alleys and rights-of-way (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

By acceptance of this General Warranty Deed, Grantee assumes payment of all real property taxes on the Property for the year 2019 and subsequent years, if any.

IN WITNESS WHEREOF, this General Warranty Deed has been executed by Grantor to be effective as of the day of 2018.

OMAHA HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Name: _____
Address: _____

NOTARY ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

I, the undersigned, a Notary Public in said County, in said State, hereby certify that this instrument was acknowledged before me on _____, 2018, by _____ of OMAHA HOUSING AUTHORITY, a public body, corporate and.

Notary Public in and for the State of Nebraska

Printed/Typed Name of Notary
My Commission Expires:

EXHIBIT C

FIRPTA AFFIDAVIT

STATE OF ~~TEXAS~~ ^{Nebraska} §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ~~DALLAS~~ ^{Douglas} §

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform _____, a _____ ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by OMAHA HOUSING AUTHORITY, a public body, corporate and politic, ("Transferor"), the undersigned hereby certifies as follows:

- 2 Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- 3 Transferor's U.S. employer identification number is: 47-6000201
- 4 Transferor's office address is 1805 Harvey Street, Omaha NE 68102

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares that he has examined this certification and to the best of his knowledge and belief it is true, correct, and complete, and the undersigned further declares that he has authority to sign this document in such capacity.

EXECUTED effective as of the 24th day of May, 2018.

OMAHA HOUSING AUTHORITY, a public body,
corporate and politic

By: _____
Name: Judith Carlin
Its: CEO

SWORN TO AND SUBSCRIBED BEFORE ME this 24th day of May, 2018.

Notary Public in and for the State of Nebraska

Mh
Printed or Typed Name of Notary
My Commission Expires:



EXHIBIT D

LEGAL DESCRIPTION 1823 HARNEY STREET, OMAHA NEBRASKA

CITY LOTS LOT 18 BLOCK 250 1/2 LTS 15-16-17 & 46.9 X 138.5 & 46.9 X 96.6 & 46.9 X 88.5 & 50 X 83.5