

BID AND OFFER

THE UNDERSIGNED, being the highest bidder, hereby acknowledges such bid and offer in the amount of \$ _____ at the REFEREE'S SALE conducted by the Referee, S. Scott Moore, held at The Sarpy County Court House (1210 Golden Gate Drive, Papillion, NE) on the 30th day of January, 2019, commencing at 10:00 AM for the interests being sold by the Referee in the following described real property:

Tax Lot 5, being that part of the West Half of the Southeast Quarter of Section 14, Township 14 North, Range 11, East of the 6th P.M. that lies North of the Right-of-Way of the C.B.Q. Railroad, Subject to the Easement of 33 feet of a 66 foot public road on the North side thereof;

Tax Lot Eight in the Northeast Quarter of the Southeast Quarter of Section 14, Township 14 North, Range 11, East of the 6th P.M.;

Tax Lot Nine in the Northeast Quarter of the Southeast Quarter of Section 14, Township 14 North, Range 11, East of the 6th P.M.;

Tax Lot 3B2 in the Southwest Quarter of Section 14 Township 14 North, Range 11, East of the 6th P.M.;

Tax Lot 6B in the West Half of the Southeast Quarter of Section 14, Township 14 North, Range 11, East of the 6th P.M.;

Tax Lot 10B in the East Half of the Southeast Quarter of Section 14, Township 14 North, Range 11 East of the 6th P.M.;

That Part of Lots 5 and 6 in Block 14, Village of Chalco, Sarpy County Nebraska, described as follows: Beginning at the point where the West line of Tax Lot 5, in Section 14, intersects the North Line of C.B. & Q. Railroad right-of-way, thence northwesterly along the North line of said right-of-way, to the center of the creek, thence Northeasterly along the center line of said creek to where the center line of said creek intersects the west line of said Tax Lot 5, thence south to the place of beginning, being all that part of

the Northeast corner of the Southwest Quarter of Section 14, Township 14 North, Range 11, East of the 6th P.M., lying North of the C.B. & Q. Railroad right-of-way, and East of the center line of the creek bed, all in Section 14, Township 14 North, Range 11, East of the 6th P.M. in the Village of Chalco, Sarpy County Nebraska.

Excepting from said Tax Lot 9 and 10B that part conveyed to State of Nebraska for highway purposes by Warranty Deed dated August 16, 1962, and filed August 31, 1962, in Book 109 and Page 661 of Deed Records;

Subject to public highways, and limitations or restrictions of access to highways, and easements of record;

Except the tract described as follows: A part of Tax Lot 5 in the Southeast Quarter of Section 14, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska together with that part of the Northeast Quarter of the Southwest Quarter of said Section 14, lying East of the centerline of a creek and North of the Chicago Burlington & Quincy Railroad right-of-way, and more particularly described as follows:

Beginning at the point on the West line of the Southeast Quarter, 33.00 feet South of the Northwest corner of the Southeast Quarter of said Section; Thence N89 degrees 59'41" East (assumed bearing) along a line 33.00 feet South of and parallel to the North line of the Southeast Quarter, a distance of 1145.23 feet to a point; thence South 0 degrees 07" East a distance of 396.24 feet to a point on the northerly right-of-way line of the C.B. & Q. Railroad; thence North 77 degrees 26'12" West along the Northerly right-of-way of the C.B. and Q. Railroad a distance of 1174.20 feet to the point of intersection of the West line of the Southeast Quarter of Section 14; thence continuing along, the northerly right-of-way line of the C.B. & Q. Railroad a distance of 71.39 feet to the intersection of the centerline of a creek; thence North 24 degrees 36' 48" East along the centerline of said creek, a distance of 137.68 feet to a point; thence North 89 degrees 53' 41" East along a line 33.00 feet South of and parallel to the North line of the Southwest Quarter of Section 14, a distance of 13.18 feet to the point of beginning and said tract containing 7.19 acres more or less.

Also Excepting therefrom that portion of Tax Lot 19 in the Southeast Quarter of Section 14, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska appropriated by the State of Nebraska Department of Roads for State Highway purposes by Return of Appraisers filed September 11, 1995 as instrument Number 95-15439.

THE UNDERSIGNED further acknowledges and understands that such property is sold "as is" such sale is subject to (i) any and all real estate taxes, special assessments and easements, covenants, restrictions and any prior liens or encumbrances of record which affect the Property; (ii) confirmation of such sale by the District Court of Sarpy County, Nebraska (The Court); and (iii) any additional conditions and/or announcements made at the place and time of sale.

THE UNDERSIGNED further acknowledges and understands that the refusal to pay the remainder of the price bid upon confirmation of the sale by The Court may result in the 10% deposit being retained as damages by the Referee.

THE UNDERSIGNED further acknowledges that it is the intent of the Title Holder(s) to complete a tax deferred exchange under IRC Section 1031 that will not delay the transfer of title or cause additional expense to the Bidder. The Undersigned agrees to cooperate with the Title Holder(s) and the Qualified Intermediary in a manner necessary to complete the exchange.

THE UNDERSIGNED hereby delivers, in cash, a _____ check or other certified funds acceptable to Referee the sum of \$_____, which is 10% of the amount bid, and further hereby agrees that the balance of such bid, plus the amount of the applicable transfer fees or taxes including documentary stamp tax, shall be paid to DRI Title as directed by the Referee upon confirmation of the Referee's Sale by The Court and that the failure to pay such remaining balance upon confirmation may entitle the Referee to retail the deposit made herewith and the Referee shall then proceed to again sell the Property as ordered by The Court pursuant to Nebraska law to the highest bidder.

THE TOTAL SALE PRICE FOR THE REFEREE SALE IS \$_____

Dated this 30th day of January, 2019

Name: _____

Address: _____

Phone: _____

ACCEPTANCE OF HIGHEST BID

S. SCOTT MOORE, as Referee, hereby accepts the bid of the above signed highest bidder for the sale of the interest in the above described real property and hereby acknowledges receipt of the sum of \$_____, directed by Referee to be paid to DRI Title, as a partial payment of such bid and shall, upon Order of The Court confirming such sale, and The Court's receipt of the balance of such bid and all applicable transfer fees or taxes including documentary stamp tax in cash, cashier's check, or certified funds, deliver his executed Referee's Deed duly conveying such property, without and covenant or warranty, express or implied to the above signed highest bidder.

Dated this 30th day of January, 2019

S. Scott Moore, Referee