

CITY OF LINCOLN, NEBRASKA
REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **RICHARD W. TAST, JR. AND HEIDI R. TAST, husband and wife as joint tenants and not as tenants in common**, hereinafter called "*Buyer*", whether one or more, and the **CITY OF LINCOLN, NEBRASKA, a municipal corporation**, hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **TWENTY THOUSAND AND NO/100 DOLLARS, (\$20,000.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

East 4 feet of Lot 14 and all of Lot 15, Sheldon and Ernsts Sub, except that part for street and easement purposes more specifically described in Inst. No. 2004-017123, Lincoln, Lancaster County, Nebraska, more commonly known as 2420 Vine Street

2. *Buyer* to acquire title insurance at *Buyer's* expense. *Buyer* agrees to furnish *Seller* a written legal opinion showing defect, if any, in the title to said real estate not later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.

3. *Seller* agrees to pay all taxes for all prior years and including 2011 and any special assessments or taxes assessed against the above-described property before this Agreement is executed by both parties.

4. Current taxes shall be paid as follows: 2012 Real Estate Taxes will be the responsibility of the *Buyer*.

5. *Seller* agrees to give *Buyer* possession of the said real estate on closing. *Seller* further agrees not to alter or remove any portion of said real estate, except as otherwise provided below:

6. *Seller* agrees to convey said real estate to *Buyer* by good and sufficient warranty deed, free and clear of all encumbrances, except as herein stated otherwise: _____

7. It is understood and agreed that there may also be additional easement requirements that will be retained by *Seller* or *Buyer* may be required to execute and convey to *Seller* on the date of close.

8. It is understood and agreed that this Agreement is conditioned upon *Seller* having a good, valid and merchantable title in fee simple to said real estate.

9. It is understood and agreed that the intended use of said property will be for a single family residence and is based on information provided to *Seller* in a letter from *Buyer* dated March 4, 2012, and is hereby attached as "Exhibit A" and made a part of this agreement.

10. It is understood and agreed that rents, if any, are to be adjusted on and as of the date of closing and completion of this sale.

11. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the Charter of the City of Lincoln, Nebraska.

12. *Buyer* and *Seller* agree to close and complete this sale in accordance herewith on or before the 30th day of June, 2012.

IN WITNESS WHEREOF, *Buyer* and *Seller* have caused these presents to be executed as of the dates below indicated.

Executed by *Buyer* this 25 day of April, 2012.

[Signature]
Richard W. Tast, Jr.

[Signature]
Heidi R. Tast

Executed by *Seller* this _____ day of _____, 20____.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

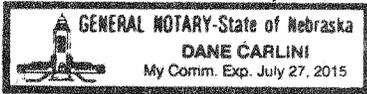
By: _____
Chris Beutler
Mayor of Lincoln

STATE OF NEBRASKA)
COUNTY OF Lancaster) ss:

On April 25, 2012, 2012, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Richard W. Tast, Jr. and Heidi R. Tast**, to me known to be the identical person(s), whose name(s) is (are) affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

On _____, 20____, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Chris Beutler**, known to me to be the Mayor of **City of Lincoln, Nebraska, a municipal corporation**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

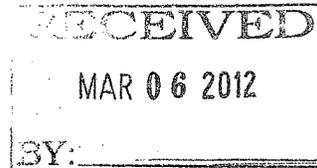
Witness my hand and notarial seal the day and year last above written.

(SEAL)

Notary Public

March 4, 2012

Rick & Heidi Tast
4841 South 76th Street
Lincoln, NE 68516
402-601-8829



Mr. David Landis
Director, City of Lincoln Urban Development
555 S 10th St, Ste 205
Lincoln, NE 68508

Dear Mr. Landis,

I am writing to express interest in purchasing the city owned property located at 2420 Vine Street . I spoke with Mr. Steve Werthmann regarding the property, and it is my understanding that this is for sale for the amount of \$20,000, which is an acceptable price for me.

My wife and I currently own residential rental property in the City. One of our properties, located at 4233 "Y" Street incurred a fire, and was a complete loss. We re-built a 2 bedroom wheel chair / handicap accessible home. This was a very special project to me, as I grew up in the ECCO neighborhood, with my Mother still residing at 45 & Y, and my Grandmother's former home now being McAdams Park. I wanted to ensure the home that was built would compliment the neighborhood. I choose to build a wheelchair accessible home, because as a Nurse, I was ware of the need for barrier free housing in the city. I utilized Paul Sayer as my architect, as I was aware of his knowledge of barrier free floor plans, as well as his ability to design a home that would blend in with a pre-existing neighborhood. I have lived in Lincoln all my life, and have a strong desire to see it maintain its beauty and appeal, and feel the property that we built meets those needs.

The entire experience of designing and building the home was one which I am very interested in doing again. From drawing the home, to coordinating construction, and completing the project, this was such a fun experience. I look forward to the opportunity if chosen.

If I am sold the lot, I intend to again work with Paul Sayer to assist me in drawing a property which will fit within the neighborhood. I plan to build a 2 – 3 bedroom ranch style home which will be wheel chair accessible / barrier free, with a rear facing garage. I would like to begin construction immediately, anticipating completion within 6 months of ground breaking. I currently have financing established to complete the project. My initial plan would be to utilize this as a residential rental property managed by myself, however at some point, I would like to sell the completed property, preferably to an individual who would benefit from the barrier free floor plan.

I appreciate your time and consideration. Please feel free contact me with any additional questions.

Rick & Heidi Tast

A handwritten signature in black ink, appearing to be "Rick & Heidi Tast". The signature is written in a cursive, flowing style.

