

Request for Disbursement of Contributions
Platte River Recovery Implementation Program

General Fund

To: Nebraska Community Foundation

From: The Governance Committee through the Executive Director

Subject: Disbursement of Contributions, Cooperative Agreement No. R12-AC-60020, Technical and Administrative Support to the Governance Committee and Executive Director for the Platte River Recovery Implementation Program

Request No: 553

Date: 11/28/16

Please disburse contributions held for the Platte River Recovery Implementation Program, Platte River General Fund in the amount(s) shown below to the indicated parties:

Payees

1. Tri-County Title & Escrow Co., Invoice No. None	\$1,524,732.87
TOTAL	<u>\$1,524,732.87</u>

For the following purposes(s)/reason(s):

1. Final closing payment for purchase of Tract W1607 as approved by the Governance Committee on October 6, 2016 for Program Item Water Plan Implementation, Task WP-7, Water Acquisition. Payment to be made in the form of electronic fund transfer using information on attached sheet.

Reviewed:


Executive Director

11/28/16

Date


Bureau of Reclamation

11/29/2016

Date

Tri-County Title & Escrow Company
1464 27th Avenue
PO Box 1185
Columbus, NE 68602-1185

RECEIVED
11-28-16

WP-7

Tract # W1607

Purchaser Statement
11/30/2016

File No: 167458

Purchaser: Platte River Recovery Implementation Foundation, a Nebraska Nonprofit Corporation,
Trustee
c/o Diane M. Wilson, Executive Director
PO Box 83107
Lincoln, NE 68501-3107

Seller: Jerry J. Grossart, Successor Trustee of the Florence Lindstrom Testamentary Trust
P.O. Box 1600, 1516 1st Avenue
Kearney, NE 68848-1600

Property Address: 382.06 Acre Tract in Buffalo County, Nebraska

	Debits	Credits
Contract Sales Price	\$1,522,875.00	
Settlement or closing fee to Tri-County Title & Escrow Company (1/2)	\$250.00	
Title insurance to Tri-County Title & Escrow Company (1/2)	\$1,561.37	
Insured Closing Fee to Tri-County Title & Escrow Company (1/2)	\$12.50	
Recording Fees for Deed to Register of Deeds	\$34.00	
Sub-totals	\$1,524,732.87	\$0.00
Balance Due From Purchaser		\$1,524,732.87

I hereby approve and acknowledge receipt of this statement.

Platte River Recovery Implementation Foundation,
a Nebraska non-profit corporation, Trustee

By: _____
Diane M. Wilson, Executive Director

Lashley Land & Recreational Brokers, Inc.
2218 E Walker Rd., North Platte, NE 69101

Phone: 308 532-9300
Fax: 308-532-1854

THIS IS LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD SEEK LEGAL ADVICE.

REAL ESTATE PURCHASE AGREEMENT **(Farm and Range Property)**

THIS AGREEMENT made and entered into this 7th day of October, 2016, by and between Jerry Grossart, Trustee, hereafter referred to as "Seller", and, Platte River Recovery Implementation Foundation, a Nebraska nonprofit corporation, Trustee, hereafter referred to as the "Buyer".

Seller hereby agrees to sell and Buyer agrees to purchase the following described real estate:

See attached Exhibit "A" attached hereto and made a part hereof.

Subject to all easements, road rights-of-way, reservations, covenants, and leases of record, which are agreeable to Buyer.

The purchase price shall include the following personal property and other provisions:
All personal property in the buildings and on the land shall remain and are part of this purchase.

Buyer and Seller agree that a signed fax or a signed transmitted e-mail can be an alternate means of confirmation of tender or acceptance of this agreement.

The purchase price includes all mineral rights that Seller presently owns in the premises.

PAYMENT METHOD. Buyer shall pay \$ _1,522,875.00__ on the following terms.

(A) Buyer will pay No earnest deposit.

(B) The agreed purchase price, to-wit: the sum of \$ _1,522,875.00__ shall be paid by Buyer to Seller as follows:
Cash at closing.

TITLE. Seller agrees to supply a marketable title in fee simple by:

Owner's title insurance policy in the amount of the purchase price. Said title insurance to be paid for as follows:

Split equally between Buyer and Seller. Buyer and Seller agree to employ Tri County Title and Escrow to write the title insurance policy.

This sale may be handled by an escrow agent and the listing broker is authorized to transfer any funds received to the escrow agent. After the transfer, broker shall have no further responsibility or liability to Buyer or Seller to account for the funds. Escrow agent's charges shall not exceed \$500.00 and shall be paid equally between Buyer and Seller. Buyer and Seller agree to use Tri County Title and Escrow as the agreed upon escrow agency.

In the event there are meritorious defects in Seller's title or exclusions are claimed in the title insurance commitment, Seller shall proceed forthwith to cure and correct said defects at Seller's sole cost and expense. In the event Seller is unable to correct or cure said defects within a reasonable time, not to exceed 45 days, then this Agreement shall be null and void, and any and all earnest deposit heretofore paid by Buyer shall be refunded and

Place of Settlement
Tri-County Title & Escrow Company
1464 27th Avenue
PO Box 1185
Columbus, NE 68602-1185

I. Settlement Date
11/30/2016
Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$1,522,875.00	401. Contract Sales Price	\$1,522,875.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$1,857.87	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Assessment Taxes		408. Assessment Taxes	
109. School property taxes		409. School property taxes	
110. Other taxes		410. Other taxes	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$1,524,732.87	420. Gross Amount Due to Seller	\$1,522,875.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$50,951.88
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage to loan	
205.		505. Payoff of second mortgage to loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Assessment Taxes		512. Assessment Taxes	
213. School property taxes		513. School property taxes	
214. Other taxes		514. Other taxes	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517. 2016 RE Taxes (500 110 000)	\$2,702.42
218.		518. 2016 RE Taxes (500 112 000)	\$3,249.90
219.		519.	
220. Total Paid By/For Borrower	\$0.00	520. Total Reduction Amount Due Seller	\$56,904.20
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$1,524,732.87	601. Gross Amount due to seller (line 420)	\$1,522,875.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	602. Less reductions in amt. due seller (line 520)	\$56,904.20
303. Cash From Borrower	\$1,524,732.87	603. Cash To Seller	\$1,465,970.80

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

901. Interest from	11/30/2016 to 12/1/2016 @ \$0/day		
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	years to		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @ per month		
1002. Mortgage insurance	months @ per month		
1003. City property taxes	months @ per month		
1004. County property taxes	months @ per month		
1005. Assessment Taxes	months @ per month		
1006. School property taxes	months @ per month		
1007. Other taxes	months @ per month		
1008. Other taxes	months @ per month		
1011. Aggregate Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to Tri-County Title & Escrow Company	\$250.00	\$250.00
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)			
1108. Title insurance	to Tri-County Title & Escrow Company	\$1,561.37	\$1,561.38
(includes above items numbers:)			
1109. Lender's coverage	\$0.00/\$0.00 .		
1110. Owner's coverage	\$1,522,875.00/\$3,122.75		
1111. Escrow fee	to		
1112. Courier/Messenger Fee	to		
1113. Tax certificates	to		
1114. Insured Closing Fee	to Tri-County Title & Escrow Company	\$12.50	\$12.50
1200. Government Recording and Transfer Charges			
1201. Recording Fees	Deed \$34.00 ; Mortgage ; Rel to Register of Deeds	\$34.00	
1202. City/county tax/stamps	Deed ; Mortgage to		
1203. State tax/stamps	Deed \$3,426.75 ; Mortgage to Register of Deeds		\$3,426.75
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Final Water Bill	to		
1304. Wire handling service	to Tri-County Title & Escrow Company		\$15.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$1,857.87	\$50,951.88

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Platte River Recovery Implementation Foundation,
a Nebraska non-profit corporation, Trustee

Florence Lindstrom Testamentary Trust

By: _____
Diane M. Wilson, Executive Director

By: _____
Jerry J. Grossart, Successor Trustee

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent _____ Date _____

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



PLATTE RIVER RECOVERY IMPLEMENTATION PROGRAM (PRRIP or Program)
Governance Committee (GC) Conference Call Minutes
 October 6, 2016

Meeting Attendees

Governance Committee (GC)

State of Wyoming

Harry LaBonde – Voting Member
 Brian Clerkin – Alternate

State of Colorado

Don Ament – Voting Member (GC Chair)
 Suzanne Sellers – Alternate

State of Nebraska

Jeff Fassett – Voting Member

Upper Platte Water Users

Bob Mehling – Alternate

Downstream Water Users

Mark Czaplewski – Member
 Don Kraus – Member
 Brian Barels – Member

Executive Director's Office (EDO)

Jerry Kenny, ED
 Dave Baasch
 Jason Farnsworth
 Bruce Sackett
 Chad Smith

Bureau of Reclamation (Reclamation)

Chris Beardsley – Voting Member
 Brock Merrill – Alternate

U.S. Fish and Wildlife Service (Service)

Michael Thabault – Voting Member
 Matt Rabbe – Alternate

Environmental Entities

Bill Taddicken – Voting Member

Colorado Water Users

Alan Berryman – Voting Member
 Kevin Urie – Alternate
 Deb Freeman – Alternate

**Welcome & Administrative**

Kenny ran through the list of conference participants. Ament called the meeting to order at 10:13 AM Central Time.

Executive Session

Taddicken moved to enter Executive Session; Beardsley seconded. GC entered Executive Session at 10:14 AM Central Time.

LaBonde moved to end Executive Session; Czaplewski seconded. GC ended Executive Session at 11:18 AM Central Time.

PRRIP Executive Session Motions

Labonde moved and Berryman seconded to approve seeking acquisition of Tract W1607 per Governance Committee guidance. Motion approved.

Labonde moved and Berryman seconded to approve seeking acquisition of Tract W1601 per Governance Committee guidance. Motion approved.

Future Meetings & Closing Business

2016 AMP Reporting Session:

- **October 18-19, 2016 @** Omaha, NE (ISAC meets alone with EDO on Oct. 20)
Hilton Garden Inn Downtown

Upcoming GC meetings:

- **November 2, 2016 @** Denver, CO (Special Session – FY17 Budget and First Increment Extension Proposal & Budget)
Country Inn & Suites – Denver International Airport
- **December 6-7, 2016 @** Denver, CO (Quarterly Meeting)
Warwick Denver

Meeting adjourned at 11:28 AM Central Time.

Summary of Action Items/Decisions from October 6, 2016 GC Conference Call

- 1) Approved seeking acquisition of Tract W1607 per GC guidance.
- 2) Approved seeking acquisition of Tract W1601 per GC guidance.

**TRI-COUNTY TITLE & ESCROW COMPANY
1464 27TH AVENUE
PO BOX 1185
COLUMBUS, NE 68602-1185
(402) 564-7771
(402) 564-7055 FAX**

**THE FOLLOWING ARE WIRING INSTRUCTIONS FOR WIRES TO
TRI-COUNTY TITLE & ESCROW COMPANY**

**PINNACLE BANK
2661 33RD AVENUE
COLUMBUS, NE 68602-1585
(402) 562-8935**

ROUTING NO./ABA #: 104913912

FOR FURTHER CREDIT TO: 4600345687

BORROWER'S NAME:

E-MAIL ADDRESS (if needed): tri@megavision.com