

13a

Scheduled Settlement Hearings

From 10/18/2014 Through 01/23/2015

Nov 20, 2014

2014-003 Daniel and Susana Torres vs. Adam Briley
10:30 Briley, Adam
Staybridge Room - Staybridge Suites
2701 Fletcher Ave
Lincoln NE 68504
(402)438-7829

Nov 21, 2014

SC 2014-001 Commission vs. Chris Miller, d.b.a. Delta Real Estate Portfolio
09:30 Miller, Chris
Staybridge Room - Staybridge Suites
2701 Fletcher Ave
Lincoln NE 68504
(402)438-7829

Jan 22, 2015

2014-006 Louis E. Halperin vs. Kathryn Pocras
10:30 Pocras, Kathryn
Husker Room of the Hampton Inn & Suites
7343 Husker Cir
Lincoln NE 68504
(402)435-4600

**BEFORE THE NEBRASKA REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

STATE OF NEBRASKA, ex rel.,)
Nebraska Real Estate Commission)
On behalf of)
Daniel and Susana Torres,)
)
)
Complainants)
)
vs.)
)
Adam Briley)
)
Respondent)

Case No. 2014-003

NOTICE OF HEARING

TO: Adam Briley, Respondent.

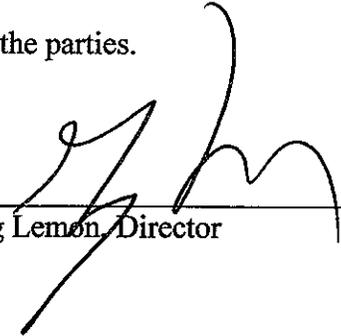
You are hereby notified that a hearing will be held in the above-captioned matter on the 20th day of November, 2014, at 10:30 a.m., at the Staybridge Room of the Staybridge Suites, located at 2701 Fletcher Avenue in Lincoln, Nebraska to inquire into the charges included in the above-referenced complaint, which was previously served upon you by Certified United States Mail. You have the right, at your own expense, to be represented at this hearing by legal counsel of your own choosing. The Real Estate Commission urges you to be represented by counsel and encourages you to contact legal counsel as soon as possible so this matter can be held as scheduled. You are further notified that if you fail to appear, the matter will be heard and such Order will be entered as is just and proper.

Any party may request that a Prehearing Conference be held in accordance with the procedures specified in NAC Title 305, Chapter 4, Section 6. The request shall be in the form of a pleading and shall be filed and served in accordance with NAC Title 305, Chapter 4, Section 4. Any such request shall be served within ten (10) business days after a party or the party's

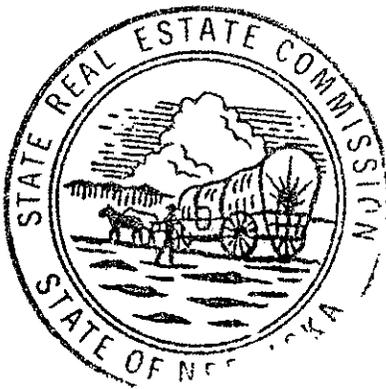
representative receives this Notice of Hearing. The request shall specify why that party believes a Prehearing Conference would be beneficial to the parties or to the Commission. Reasons for requesting a Prehearing Conference may include, but are not limited to, the number of witnesses likely to be called; the number of exhibits likely to be offered; and the complexity of the issues.

A party who opposes the request may file an opposition to the request within five business (5) days after the service of the request for a Prehearing Conference. The opposition shall also be filed and served as a pleading. A request for a Prehearing Conference will be ruled on by the Chairperson of the Commission. The Chairperson may order a Prehearing Conference even if such a Prehearing Conference is not requested by any of the parties.

Dated this 10th day of October, 2014.

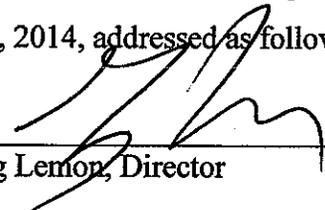


Greg Lemon, Director



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing **Notice of Hearing** was served upon the parties and their attorneys of record by mailing the same by United States mail, postage prepaid, this 10th day of October, 2014, addressed as follows:



Greg Lemon, Director

Adam Briley
Ambassador Real Estate
Berkshire Hathaway Home Services Ambassador Real Estate
13340 California St
Omaha, NE 68154
CERTIFIED MAIL # 7011 0470 0002 5458 8705
RETURN RECEIPT REQUESTED

cc: Gregory D. Barton – Commission’s attorney
Daniel and Susana Torres - Complainants
Vincent W. Leisey - Respondent’s broker
Robert F. Peterson – Respondent’s attorney

**BEFORE THE STATE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA**

**STATE OF NEBRASKA, ex. rel.
DANIEL and SUSANA TORRES,**

Complainants,

v.

ADAM BRILEY,

Respondent.

Case No. 2014 - 003

COMPLAINT

THIS COMPLAINT is filed under the authority of Title 305 N.A.C. Chapter 4-008.

1. The Complainants filing this Complaint are Daniel and Susana Torres, 4312 Barker Avenue, Omaha, Nebraska 68105, (402) 669-1581.
2. The Respondent (Real Estate Licensee) against whom this Complaint is filed, is Adam Briley, 13340 California Street, Omaha, Nebraska 68154, (402) 614-6922.
3. On January 15, 2013, the Complainants purchased a home located at 4312 Barker Avenue, Omaha, Nebraska 68105 (hereinafter the "Property"), from Briley Homes, LLC. Briley Homes, LLC, is owned and operated by Adam Briley.
4. Briley Homes purchased the Property from Lucas K. Smith on or about July 27, 2012.
5. At the time of signing the Purchase Agreement, a copy of which is attached hereto, marked as Exhibit A, and incorporated herein by reference, the Respondent identified himself as a licensed real estate agent in the state of Nebraska.
6. On or about December 12, 2012, which was the same time of the signing of the purchase agreement, the Respondent completed a Seller Property Condition Disclosure

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JAN 15 2014

**NEBRASKA REAL ESTATE
COMMISSION**

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Statement in which he stated he never occupied the Property and had no knowledge of lead based paint contamination.

7. On September 24, 2012, the Respondent completed a Lead Based Paint Disclosure, a copy of which is attached hereto, marked Exhibit B, and incorporated herein by reference, in which Seller states he has no knowledge of lead based paint and has no records or reports pertaining to lead based paint in the Property. Complainants did waive the opportunity to conduct a risk assessment or inspection for the presence of lead based paint. Complainants had a whole house inspection which focused only on a visual inspection.

8. After purchasing the Property, Complainants learned that Lucas K. Smith, on or about September 23, 2011, received a letter from the United States Environmental Protection Agency informing him there was an unacceptable presence of lead based pain on the Property.

9. Prior to receipt of the September 23, 2011, letter, on or about January 26, 2011, Adam Briley, Respondent herein, signed, as "Owner Interest," an authorization allowing the United States Environmental Protection Agency and its contractors access to the Property for the purpose of performing a lead based paint assessment. A true and correct copy of the authorization is attached hereto, marked Exhibit C, and incorporated herein by reference.

10. At all times material hereto, Lucas K. Smith was employed, or otherwise associated with, the Respondent and Briley Homes, LLC.

11. At no time were the Complainants informed that there was a possibility of lead based paint contamination on the Property. Since purchasing the Property and learning of the contamination, Complainants have proceeded with the soil remediation through the EPA clean-

up process. The Complainants obtained a lead based paint evaluation which shows lead based paint throughout the Property.

12. As a result of the above, Respondent has violated Title 299, Chapter 5-003.20, by failing to disclose, in writing, to a Buyer, at or prior to the time the Buyer signs an Offer to Purchase, an adverse material fact regarding the condition of a parcel of real estate of which a broker or sales person has knowledge. Respondent failed to inform Complainants of the possibility of lead based paint contamination on the property even though Respondent knew, and had given permission for, an inspection to be performed on the Property. Respondent, as a licensed real estate sales person, had an obligation to disclose an adverse material fact which affected the desirability or value of the Property.

13. Respondent further violated Title 299, Chapter 5-003.02 by failing to disclose an error, inaccuracy, or omission, to a potential Purchaser of real estate. Respondent was aware that a lead based paint inspection had been performed on the property and was aware the Property was in an area identified as a superfund clean-up area and, therefore, should have disclosed in writing the possibility of lead based paint contamination on the Property.

14. Respondent further violated NEB. REV. STAT. § 81-885.24(22) by making a substantial misrepresentation as identified above.

15. Respondent violated NEB. REV. STAT. § 81.885.24(26) by violating a rule of regulation promulgated by the Nebraska Real Estate Commission as identified above.

16. Respondent violated Neb. Rev. Stat. § 81-885.24(29) by demonstrating negligence, incompetency or unworthiness to act as a sales person as identified above.

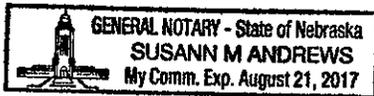
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

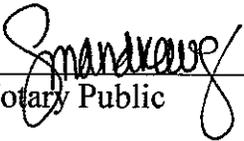
Daniel Torres, Complainant, above-named, being first duly sworn on oath, states that he the person making the Complaint, that he has read this Complaint, and that the facts alleged are true as he verily believes.



Daniel Torres, Complainant

SUBSCRIBED AND SWORN to before me this 15 day of January, 2014.

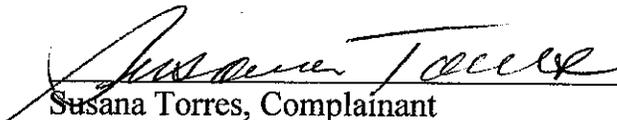




Notary Public

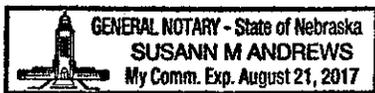
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

Susana Torres, Complainant, above-named, being first duly sworn on oath, states that he the person making the Complaint, that he has read this Complaint, and that the facts alleged are true as she verily believes.



Susana Torres, Complainant

SUBSCRIBED AND SWORN to before me this 15 day of January, 2014.





Notary Public

Exhibit A

NEBRASKA

PURCHASE AGREEMENT

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

The REALTOR® negotiating this agreement is a member of the Omaha Area Board of REALTORS® and as such is governed by its CODE OF ETHICS AND RULES OF FAIR BUSINESS PRACTICE.

CBSHOME REAL ESTATE CO. (BROKER)

REALTORS®

DATE: 12-12-12

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

1. Address: 4312 Barker Ave. City Omaha State NE Zip 68105

2. Legal Description (Property): Leavenworth Heights Lot147 Block D 45x108

Leavenworth Heights Lot147 B County including all fixtures and equipment permanently attached to the Property.

3. Personal Property: The only personal property included is as follows: range, oven, refrigerator, washer dishwasher, dryer

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 Buyer or his nominee by warranty deed or free and clear of all liens, encumbrances or special taxes levied or assessed, except subject to all building and use restrictions, covenants and utility easements now of record.

5. Assessments: Seller agrees to pay any assessments for paving, curb, sidewalk or utilities previously constructed, now under construction or ordered or required to be constructed by the public authority but not yet assessed. Seller agrees to pay any and all assessments for homeowner's association or neighborhood association which the homeowner is required to pay. Any such assessments for homeowner's association or neighborhood association dues shall be prorated to the date of closing. If Buyer is concerned over homeowner's association or neighborhood association dues, Buyer should make an inquiry as to the amount of such dues, if any, prior to an offer to purchase.

6. Consideration: Buyer agrees to pay:

April - Above amount over the DOLLARS (\$ 93,000.00) on the following terms: \$ 1,000.00 (Deposit) deposited herewith as evidenced by the receipt attached below. If the Deposit is paid by check, it will be cashed. In the event that this Purchase Agreement terminates of its own accord pursuant to the Inspections paragraph, and there is not a bona fide dispute relating to whether the termination was valid, the parties agree that the earnest money shall be released to Buyer. In the event of a bona fide dispute over return of the Deposit, Broker or escrow company may be prevented from releasing the funds to either party without the signed written consent of Seller and Buyer or a court order. In the event of legal action for return of earnest deposit, it is understood that most likely the Broker will have transferred such deposit to the Escrow Agent according to Paragraph 16 of this Agreement. Broker shall pay any deposit into Court which it may have in its possession upon the filing of such legal action. Such legal action shall not be maintained against Broker when the dispute is between Buyer and Seller. Any party naming Broker as a party despite the aforementioned sentences shall be liable to Broker for all legal costs and fees. Balance to be paid only as shown in the following paragraphs:

- 7. 8. 9. 10.

7. All Cash: Balance of \$ 12,000 shall be paid in cash, or certified or cashier's check at time of delivery of deed, no financing being required.
8. Conditional Upon Financing: Balance of \$ shall be paid in cash, or by certified or cashier's check at time of delivery of deed, conditioned upon Buyer'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 VA FHA CONVENTIONAL P.M.I. NIFA or with terms providing for annual interest not exceeding % per annum, plus mortgage insurance if required, amortized over not less than years, with initial monthly principal and interest payment of not more than \$ plus taxes and insurance. The note will be for a period of not less than years. Loan origination/service fee to be paid by Buyer.

INITIALS: BUYER DATE: 12/12/12 SELLER DATE: 12-12-12

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CBSHOME Mortgage

Home Mortgage Consultant

phone #

Other

Company Name

Loan Officer

phone #

to sign all papers and pay all costs in connection therewith, and to establish reserves as required. If the financing is not approved within _____ days from date of acceptance, this offer shall be null and void, and the Deposit will be returned to Buyer, subject to Paragraph #6. However, if processing of the application for financing has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or denial. If the original loan application is denied, the Buyer authorizes and instructs the Lender to notify the Buyer, the Seller and all real estate licensees involved in the transaction in writing. Upon notification of denial, the contract shall be void and the Deposit will be refunded to Buyer unless Seller and Buyer mutually agree in writing within five (5) business days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original Lender. Discount points not to exceed _____ will be paid by _____

9. Assume Existing Note, Mortgage (or) Deed of Trust: See attached addendum (F0400).

10. Seller Financing: See attached addendum (F0399).

11. Contingent upon succesful closing of buyers home. Home is under contract and set to close Jan. 22, 2013

12. Taxes: Douglas/Sarpy County Taxes: All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes and those taxes shall be prorated as of date of possession, closing, or _____
 Other Counties Taxes: All consolidated real estate taxes for the year in which closing takes place (based on current assessment and tax rate) shall be prorated as of date of possession, closing, or _____

13. Rents, Deposit and Leases, If Rented: All leases and rents shall not be in default at closing. Any tenant deposits and leases shall be assigned to Buyer at no cost. All rents shall be prorated to date of closing. Copies of all current leases shall be provided to Buyer at the time of closing.

14. Sanitary and Improvement District (S.I.D.): Buyer understands that this property is located within S.I.D.# _____ and acknowledges a receipt of the most recently filed S.I.D. Statement.

15. Conveyance of Title: Seller shall through Seller's agent or closing agent furnish a current title insurance commitment or complete abstract of title to Buyer as soon as practical. If title defects are found, except as specified in paragraph #4, Seller must cure them within a reasonable time. If title defects are not cured within a reasonable time period, the Buyer may rescind this agreement and the Deposit shall be refunded. Approximate closing date to be 1-22-13, and possession date shall be 1-22-13 at 4:00 P m. The Real Estate Settlement Procedures Act ("RESPA"), 14 U.S.C. 2601 et seq, and its accompanying regulations make clear that if the Buyer 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 his rights under RESPA, Buyer will direct the title insurance work to Nebraska Land Title & Abstract or _____ (Specify). Buyer hereby selects the expanded ALTA Homeowners Policy of Title (01/01/08) or _____ The cost of any title insurance policies and endorsements shall be equally divided between Buyer and Seller. Questions regarding policy coverage should be directed to your title insurance agent.

16. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent or the Broker and that the Broker is authorized to transfer all contracts and the Deposit or any other funds it receives to the Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for closing of the sale, or accounting for said funds. Escrow Agent's or the Broker's charges shall be equally divided between Buyer and Seller unless Buyer is obtaining a loan that does not allow Buyer to pay for such cost (such as V.A.), in which case cost of the closing shall be paid by Seller.

17. Compensation of Selling Broker: Buyer agrees to pay Selling Broker compensation of \$250 at closing. The compensation will be collected in all cases except if Buyer secures a loan that does not allow Buyer to pay for such cost or Buyer has previously agreed to pay Selling Broker compensation under a separate Buyer Agency Agreement entered into with Selling Broker. If this compensation is paid by Buyer to Selling Broker, Seller and Buyer agree that Selling Broker, which may be the same as the Listing Broker, may collect compensation from both Seller and Buyer.

INITIALS: BUYER [Signature]
F0211 Purchase Agreement (06/2012)

DATE: [Signature] SELLER [Signature]

DATE: 12-22-12

19. Risk of Loss: In the event, prior to closing, the structures on the property are materially damaged by fire, explosion or any other cause, Buyer shall have no other rights than to accept the property in its damaged condition or rescind this agreement; and upon rescission, the Seller shall refund the Deposit to Buyer. If the Buyer elects rescission, the parties may negotiate another purchase agreement.

20. Wood Infestation: Buyer (Seller, in the case of a new V.A. loan) agrees to pay the cost of a wood destroying insect inspection of the building, attached and detached structures, and Seller agrees to pay for any treatment found necessary for issuance of a termite warranty and/or treatment of any wood destroying insects. Buyer agrees to accept the treated Property. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds the greater of 2% of purchase price or \$ (insert dollar amount; 2% if left blank) of the purchase price, and Seller does not elect to pay the cost in excess of such amount, Buyer shall have the option of declaring this Agreement null and void and to the return of the earnest money. Should Seller complete repairs under this Paragraph, Buyer agrees to accept the Property upon completion of repairs for material damages from wood destroying insects.

21. Survey (select one): Buyer agrees to pay for an Improvement Location Survey; Boundary and Improvement Location Survey; ALTA (American Land Title Association) Survey; waived if not required by lender. In most situations, even if a survey is not required, one of the surveys is recommended.

22. Smoke Detector: Seller agrees to install and maintain until possession, at Seller's expense, smoke detectors as required by law.

23. Names For Deed (Printed): DANIE TORRES SR. & SUSANA TORRES
Select One: Joint Tenants with Rights of Survivorship OR Tenants in Common

24. Federal Notice: Buyer hereby acknowledges receipt of the CBSHOME Privacy Protection Policy, which specifies how CBSHOME protects and handles your nonpublic private information. Buyer also acknowledges receipt of CBSHOME's Affiliated Business Disclosure (initial) (initial).

25. Release of Information: Buyer and Seller authorize the release by Broker and/or its agents of price, financing and property information regarding the purchase of this property to the Great Plains Multiple Listing Service of the Omaha Area Board of REALTORS® Inc., its participants and government entities. Buyer authorizes selling agent/broker to market the fact of the sale of this Property involving Broker for a period of up to six months from the date of closing.

26. 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 Buyer. 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 Buyer to walk through Property within 48 hours before closing to confirm compliance with this Purchase Agreement.

If finished square footage, age of property, location of property lines, lot size, condition of improvements, designated school or school district or other specific requirements of Buyer are important to Buyer's decision to purchase, Broker recommends that Buyer make or procure independent investigation of such items and condition this offer on sufficient verification thereof.

THIS OFFER IS BASED ON BUYER'S PERSONAL INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY ANY AGENT INVOLVED IN THIS TRANSACTION.

27. Seller Property Condition Disclosure Statement and Estimated Costs: Buyer acknowledges receipt of Seller Property Condition Disclosure Statement as required by Nebraska Law. Buyer and Seller acknowledge receipt of Estimated Costs for this transaction.

28. Warranty Plans (Initial one):

Seller has previously agreed to provide _____ warranty coverage at Seller's expense.

Seller will provide a warranty to be paid at closing from (Check One)

HMS Warranty -or- ServiceOne Warranty (Non Evaluated *Evaluated with no exclusions.)

(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)

Buyer will purchase a (Check One)

HMS Warranty -or- ServiceOne Warranty (Non Evaluated *Evaluated with no exclusions.)

(Seller is responsible to ensure issuance of warranty with no exclusions under this option.)

Buyer declines warranty coverage.

INITIALS: BUYER DT ST

DATE: 12/12/12

SELLER AB

DATE: 12-12-12

Contaminants and home condition may be identified with a typical air quality or home inspection(s). Broker recommends Buyer obtain inspection(s) of Buyer's choice to better determine the presence of contaminants and home condition.

Buyer does not elect to have any property inspections.

Buyer does elect to have property inspections.

Within 5 (or 7) business days after the final acceptance date of the purchase agreement (the "Inspection Period"), Buyer, at Buyer's expense, shall have the right to have a "qualified" inspector or inspectors perform any and all inspections of the real property that Buyer desires, to determine whether the property is satisfactory to Buyer. To be "qualified" an inspector must be licensed, if applicable, in the state, county or city in which the property is located. In any case, the inspections performed with regard to the property under this agreement must be in the ordinary course of the inspector's business. The inspection report may or may not cover items required by the appraisal. Seller will allow inspectors reasonable access to the property within the specified timeframe.

At this time, Buyer identifies the following inspections to be ordered, and further agrees to notify Seller, in writing, of any additional inspections to be ordered:

<input checked="" type="checkbox"/> Inclusive Whole House Inspection*	<input type="checkbox"/> Water Heater, Sewer, Plumbing
<input type="checkbox"/> Heating & Air Conditioning	<input type="checkbox"/> Structural
<input type="checkbox"/> Electrical Systems	<input type="checkbox"/> Mold
<input type="checkbox"/> Lead Based Paint	<input type="checkbox"/> Sprinklers
<input type="checkbox"/> Radon	<input type="checkbox"/> Other

If Buyer chooses to have a radon inspection, and the results of the Radon test show average radon levels of 4 picocuries per liter (pCi/L) or higher, Seller will have a licensed radon mitigation company professionally install a mitigation system and will either provide after-installation test results of below 4.0 picocuries per liter of radon, or a guarantee from the radon mitigation company that the level of radon will be below 4.0 picocuries, with a transfer of the warranty to Buyer. A copy of the paid receipt and either test results or guarantee will be provided to Buyer prior to closing. Should Seller successfully complete mitigation under this Paragraph, Buyer agrees to accept the Property in its mitigated condition.

* "Whole house" inspections often include, but are not necessarily limited to, structure, exterior, roofing, plumbing, electrical, heating, central air conditioning, interior, insulation and ventilation. In some instances it may be advisable to consult a structural engineer as part of the inspections to the property. Occasionally, whole house inspectors may use or recommend other inspectors in the course of a whole house inspection ("ancillary inspectors" and they will be considered as part of the whole house inspection for notification purposes).

Buyer's Response to Inspection Reports:

Within 24 hours (or 48) of Buyer's receipt of all requested inspection reports, the Buyer shall notify Seller of Buyer's requested course of action, which may be delineated on the Property Inspection Notification Addendum (FO424) and Buyer shall also provide Seller with relevant pages of the inspection report (s). Buyer's course of action shall be set forth as one of the three options below:

Option "A" - After receipt of inspections, the Buyer(s) may choose not to request any action of Seller and to waive further objection regarding the home inspection findings.

Option "B" - If the report(s) reveal(s) any condition, issue or defect that is unsatisfactory to Buyer, the Buyer may deliver a written request for repair and or remediation, as required, to the Seller.

Option "C" - If the condition of the Property, as shown in any inspection or report, is unsatisfactory to Buyer(s), then the Buyer may terminate the Purchase Agreement with written notice to the Seller.

Buyer's failure to deliver the report and written notification or request within the specified time period will result in Buyer's acceptance of the Property "as is" and Buyer shall be deemed to have waived any objection based on Property inspections under this section.

Seller's Response to Buyer Request for Repair or Remediation (Option "B") and Inspection Reports:

Within 24 hours (or 48) of receipt of the inspection report(s) and written request for repairs or remediation, the Seller(s) shall notify the Buyer in writing of what steps, if any, the Seller(s) will take to correct any identified condition, issue or defect before closing. Seller's failure to deliver any response within the time frame will be treated as a notification that Seller will not make requested repairs or remediation requested by Buyer.

Buyer's Right to Accept Property "As Is" After Rejected Request for Repair or Remediation (Option "B")

If the Seller(s) is unwilling or unable to remedy the identified conditions, issues or defects to the Buyer's reasonable satisfaction, the Buyer(s) may elect to give written notice that Buyer accepts the Property without any repairs or remediation to be done by Seller(s). If Buyer does not elect to take the Property "As Is" within 48 hours of the Seller(s) response (or the deadline for response if no response was timely provided), the Purchase Agreement shall be automatically null and void and Buyer shall be entitled to return of the earnest deposit.

INITIALS: BUYER

[Handwritten initials]

DATE: 12/12/12

SELLER

[Handwritten initials]

DATE: 12/12/12

BUYER: [Signature] 12-12-12 Date WITNESS: [Signature] 12-12-12 Date

BUYER: Busana TORRES
Printed Name (First, MI, Last)

BUYER: [Signature] 12-12-12 Date WITNESS: [Signature] 12-12-12 Date

ADDRESS: _____ City _____ State _____ Zip _____

PHONE _____ PHONE _____ PHONE _____

EMAIL ADDRESS1: _____ EMAIL ADDRESS2: _____

AGENT INFORMATION

CBSHOME REAL ESTATE COMPANY
(REALTOR Company Name)

Kurt Mab
AGENT'S NAME (Printed)

P.O. Box 133, Wahoo, NE 68066
OFFICE ADDRESS

[Signature]
AGENT'S SIGNATURE

BROKER CODE # _____
402 493 3415
PHONE #

96901 402 493 7000
AGENT CODE # PHONE #

Kurt Mab @ yahoo.com
AGENT EMAIL

EARNEST DEPOSIT RECEIPT

Received from: Buyer or _____, the sum of one thousand Dollars
(\$ 1000.00) (by _____) to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

[Signature]
AGENT'S SIGNATURE

12-12-12
DATE OF RECEIPT OF FUNDS

INITIALS: BUYER [Signature] DATE: 12/12/12 SELLER AB DATE: 12-12-12

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

we accept w/ the following changes: Home is to remain on the market until close date for Back up offers only. The seller is a licensed real estate agent in the state of Nebraska. Home is sold "As is"

Date 12-12-12 Date _____

SELLER: [Signature] Agent/Seller
WITNESS: [Signature]

SELLER: _____ WITNESS: _____
STATE OF _____ STATE OF _____
COUNTY OF _____ COUNTY OF _____

The foregoing purchase agreement was acknowledged before me on _____ By _____
The foregoing purchase agreement was acknowledged before me on _____ By _____

SELLER'S NAME (Printed) _____ SELLER'S NAME (Printed) _____
EMAIL ADDRESS: _____ EMAIL ADDRESS: _____

Notary Public Commission Expires Notary Public Commission Expires
SEAL SEAL

I/We accept the above counter offer

Buyer _____ Buyer _____
Signature Date Signature Date

Witness _____ Witness _____
Date Date

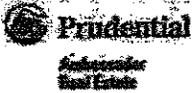
See attached Counter Addendum
Initials Date

BUYER RECEIPT OF ACCEPTED CONTRACT

BUYER [Signature] BUYER [Signature]
SIGNATURE DATE SIGNATURE DATE

INITIALS: BUYER [Signature] DATE _____ SELLER AB DATE 12-12-12

Exhibit B



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

12340 California Street Omaha, NE 68154

Property Address 4312 Barker Ave, Omaha, NE 68105

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...

Seller's Disclosure (check)

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

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

(ii) [X] 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 paint hazards in the housing (list documents below).

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

Purchaser's Acknowledgement (initial)

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

(d) [X] 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.

(ii) [X] 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 seller of seller's obligation under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certificate of Accuracy

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

Handwritten signatures and dates for Seller, Buyer, and Agent.

ENVIRONMENTAL CONDITIONS Lead to Sell

Seller's Disclosure (initial)

Purchaser's Initials

The housing is located in an area of Omaha Nebraska (generally east of 45th Street, South of Ames Avenue, and north of L 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").

No reports are available

Reports have been given to the purchaser's agent

Exhibit C

01/26/2011 10:58 PRUDENTIAL AMBASSADOR REAL ESTAT

(FAX)4024934805

F.002/002

01/26/2011 09:54 Prudent Technologies

(FAX)4025041005

P.002/002

21507

 <p>U.S. Environmental Protection Agency Region VII</p>	<p>Omaha Lead Site: Omaha, NE</p>
	<p>Access Agreement to Perform Lead-Based Paint Assessments</p>
<p>PROPERTY ACCESS (To Be Completed By Property Owner)</p> <p><small>Form EPA 9000-21a form of 10/01/01, no. 1, under name of Center for Information Policies of 1 April 2010</small></p> <p>Black & Veatch Special Projects Corp. (BVSPC) is under contract to the U.S. Environmental Protection Agency (EPA) to assist in the determination of exterior paint condition and lead content at residential properties within the Omaha, Nebraska area. Your cooperation is requested in giving EPA and EPA contractors permission to access your property for the purpose of performing a lead-based paint assessment for structures located on your property. Access to perform the lead-based paint assessment must be obtained from the property owner. For further information contact the local EPA Public Information Center, at 402-731-3045.</p>	
<p>Printed Name of Property Owner Granting Access: <u>X Adam Biley - owner interest</u> <small>(Please Print Name)</small></p>	<p><u>X</u> <u>1-26-11</u> <small>(Date)</small></p>
<p><u>X</u> <u>[Signature]</u> - owner interest <small>(Property Owner's Signature)</small></p>	
<p><small>NOTE: The Lead Based Paint assessment may not be scheduled or conducted immediately upon granting access.</small></p>	
<p>PROPERTY INFORMATION <small>(To Be Completed By Resident and/or Property Owner - Please Print)</small></p>	
<p>Property Address: <u>4312 BARKER AV</u></p>	<p><u>OMAHA</u> <u>NE</u> <u>68106</u> <small>(CITY) (STATE) (ZIP)</small></p>
<p>Property Owner's Name: <u>LUKAS K SMITH.</u></p>	
<p>Resident's Name (If Not Owner): _____</p>	
<p>Owner's Mailing Address: <u>8506 N 91 ST, OMAHA, NE 68112</u></p>	
<p>Owner's Telephone Number - Home: _____ Alternate: _____</p>	
<p>Are there children under 7 years old living at this property? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Unknown</p>	
<p>If yes, what is the date of birth of the youngest child: _____</p>	
<p>AUTHORITY FOR ENVIRONMENTAL RESPONSE ACTIONS <small>The activities to be implemented by EPA under this agreement are pursuant to Section 104 of CERCLA, 42 U.S.C. 9604. EPA's right of access to the property in Section 104(e) of CERCLA, 42 U.S.C. 9604(e) provides entry for, "determining the need for response, or choosing or taking any response action under this title, or otherwise enforcing the provisions of this title."</small></p>	
<p><small>(To Be Completed by EPA)</small></p>	
<p>General Description of Exterior Materials: <u>House HAS cementitious siding 90% Painted</u> <small>(Type of Siding and Approximate % of Exterior Painted)</small></p>	
<p><u>GARAGE HAS WOOD WALLS 100% Painted</u></p>	
<p>Description of Conditions Which Could Contribute To Paint Deterioration: <u>Age/weathering</u></p>	

Rev LBP-1 7/04/01 10/2/01



Black & Veatch Special Projects Corp.

44701.0123

BEFORE THE STATE REAL ESTATE COMMISSION
OF THE STATE OF NEBRASKA

STATE OF NEBRASKA, ex. rel)	CASE NNO. 2014-003
DANIEL and SUSANA TORRES,)	
)	
Complainants,)	
)	RESPONDENT'S ANSWER TO
v.)	COMPLAINT
)	
ADAM BRILEY,)	
)	
Respondent.)	

COMES NOW Adam Briley, the Respondent and for his Answer to the Complaint of the State of Nebraska on behalf of Daniel and Susana Torres, states as follows:

1. Paragraph 1 of Complainants' Complaint requires no response from this Respondent.
2. Respondent admits the allegations contained in paragraph 2 of Complainants' Complaint but states the correct contact number for the Respondent is (402) 680-5733.
3. Respondent admits the Complainants purchased the home at 4312 Barker Avenue from Briley Homes, LLC but states the purchase was concluded on January 31, 2013.
4. Respondent admits the allegations contained in paragraph 4 of Complainants' Complaint.
5. Respondent admits the allegations contained in paragraph 5 of Complainants' Complaint.
6. Respondent admits the allegations contained in paragraph 6 of Complainants' Complaint.
7. Respondent admits the allegations contained in paragraph 7 of Complainants' Complaint.
8. Respondent is without knowledge as to the allegations contained in paragraph 8 of Complainants' Complaint, but upon inquiry to Lucas K. Smith Respondent was advised that Mr. Smith did not receive a letter from the United States Environmental Protection Agency regarding its inspection of the property.

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21

FEB 13 2014

**NEBRASKA REAL ESTATE
COMMISSION**

9. Respondent admits that he signed the "Owner Interest" authorization on behalf of the owner but states that the Respondent is unaware of the September 23, 2011 letter referenced in the Complaint. Respondent admits that the authorization is attached as Exhibit C.

10. Respondent denies the allegations contained in paragraph 10 of Complainants' Complaint as Lucas K. Smith was never an employee associated with or a part of Briley Homes, LLC. To the best of Respondent's knowledge, Lucas K. Smith has never been a licensed real estate agent. The Respondent acted as leasing agent for Lucas K. Smith on the subject property.

11. Respondent is without knowledge to admit the allegations contained in paragraph 11 of Complainants' Complaint and therefore denies same. Respondent affirmatively states that he was not the buyer's agent but in documentation provided to the buyer's agent Respondent disclosed that the property was built prior to 1978 and Respondent completed the appropriate disclosure of information on lead-based paint or lead-based paint hazards truthfully.

12. Respondent denies the allegations contained in paragraph 12 of the Complainants' Complaint. Respondent accurately disclosed the information available to him regarding the property.

13. Respondent denies the allegations contained in paragraph 13 of Complainants' Complaint and affirmatively states that he was unaware that a lead-based paint inspection had been performed on the property or that it had been identified as a super fund cleanup area.

14. Respondent denies the allegations contained in paragraph 14 of Complainants' Complaint.

15. Respondent denies the allegations contained in paragraph 15 of Complainants' Complaint.

16. Respondent denies the allegations contained in paragraph 16 of Complainants' Complaint.

AFFIRMATIVE DEFENSES

For his Affirmative Defenses, Respondent states as follows:

1. Respondent has never occupied the property nor did Lucas K. Smith occupy the property.

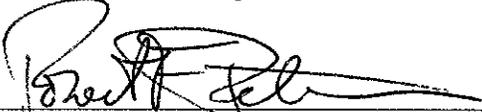
2. Respondent, as agent for Lucas K. Smith, signed the authorization for inspection on the property in response to a request from a representative of the EPA because the Respondent's sign advertising the property for rent was located on the property. There was no information given to the Respondent in follow-up of the authorization and in contact to Lucas K. Smith following the Complaint Respondent has been advised that Lucas K. Smith likewise received nothing from the EPA in follow-up of the authorization.

3. The Respondent agreed to and paid for a complete home inspection which was provided to the Complainants without any disclosure of lead or loose or peeling paint.

4. Respondent affirmatively states that he was unaware that the EPA did, in fact, inspect the property or prepare any follow-up regarding the condition of the property. He disclosed the home to be a pre-1978 home and completed the Property Condition Disclosure Statement truthfully.

WHEREFORE, having answered the Complaint, the Respondent requests the Complaint be dismissed.

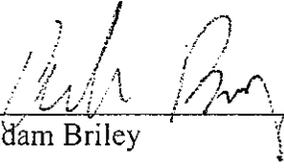
ADAM BRILEY, Respondent

By 

Robert F. Peterson, #13303
Laughlin, Peterson & Lang
11718 Nicholas Street, Suite 101
Omaha, NE 68154
(402) 330-1900
Robert.peterson@lpllaw.com
Attorney for the Respondent

VERIFICATION

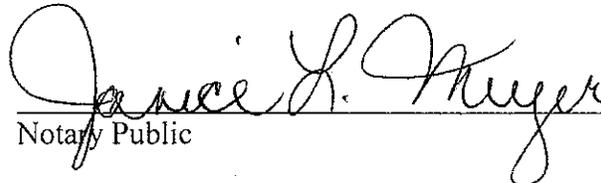
The undersigned, Adam Briley, the Respondent herein verifies that he has read the above and foregoing Answer, he knows the contents therein, and that the same are true to the best of his knowledge and belief.



Adam Briley

SUBSCRIBED AND SWORN to before me by Adam Briley, this 12 day of February, 2014.





Notary Public