RESOLUTION AUTHORIZING CHAIR TO SIGN AGREEMENT WITH TJ AND CL WILES FOR THE TRANSFER OF VACATED RIGHT OF WAY LOCATED IN CHILDS ESTATES ACRES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. §39-1722 the County Engineer has been directed to study the use being made of the following tract of land located in Sarpy County, Nebraska and report said study to this Board;

CARY STREET FROM THE WEST LINE OF 21ST STREET TO THE EAST LINE OF 25TH STREET THE EASTERNLY 82.82 FEET OF CARY STREET ADJOINING THE WEST LINE OF KENNEDY FREEWAY 23RD STREET FROM THE SOUTH LINE OF LOT 938 TO THE NORTH LINE OF LOT 96, CHILDS ESTATES ACRES THE 15 FOOT WIDE DRAINAGE ALLEY ADJACENT TO THE WEST LINE OF LOT 110, CHILDS ESTATES ACRES CONCORD STREET FROM THE WEST LINE OF 21ST STREET TO THE EAST LINE OF 25TH STREET; and,

WHEREAS, pursuant to Neb. Rev. Stat. §39-1724 this Board has received said report from the Sarpy County Engineer within thirty (30) days of the directive, and said report contains the study made and the County Engineer’s recommendation as to the vacation thereof as required by Neb. Rev. Stat. §39-1722 and recommends said vacation; and,

WHEREAS, on December 2, 2014, a Public Hearing on the vacation was held after the publication and the service of notice on adjacent landowners, all as required by Neb. Rev. Stat. §39-1724; and,

WHEREAS, on January 13, 2015 pursuant to Neb. Rev. Stat. §39-1725 the County Board vacated the above-described tract and authorized the County Engineer to negotiate a purchase agreement; and,

WHEREAS, the County Engineer, has negotiated a purchase agreement for a portion of the above described property and desires to transfer it to TJ and CL Wiles as outlined and more particularly described in the purchase agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the purchase agreement, a copy of which is attached, for the transfer of the vacated tract of land as shown on Exhibit A to TJ and CL Wiles.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 12th day of April, 2016.
Purchase Agreement

This agreement, effective as of the date provided below, is made by and between the County of Sarpy, Nebraska, a body corporate and politic (hereinafter referred to as "Seller") and TJ and CL Wiles, (hereinafter referred to as "Buyer").

In consideration of the payment of the sum of One dollar ($1.00), Seller agrees to sell and convey the following described real property to Buyer, and Buyer agrees to purchase same, upon the terms and subject to the conditions set forth below:

The subject property is a platted parcel located in Sarpy County Nebraska, as further described on the attached Exhibit "A" referred to in this Agreement as the "Property".

1. Total Purchase Price. The total purchase price shall be One dollar ($1.00), Buyer also responsible for Recording and Transfer Fees.
2. Deed. Seller shall convey the Property by Special Warranty Deed.
3. Closing and Possession. Closing shall occur not more than 90 days after the execution of this agreement by both Seller and Buyer.
4. Miscellaneous. Risk of loss from fire or other casualty shall be upon Seller until after closing has occurred. If Buyer fails to perform Buyer's agreements, Seller may, at Seller's option, retain any earnest money deposit as liquidated damages. Buyer and Seller represent that no broker has been employed with respect to this transaction; and each party agrees to defend, indemnify and hold harmless the other party against any claim for brokerage or other commission. This agreement contains the entire understanding of the agreement between the parties, and may be amended only by a written instrument between the parties. To the extent this Agreement imposes obligations upon the parties after the closing, it shall not be merged in the deed, but shall survive the closing. The seller makes no representations of fitness or warranty as to the condition or suitability of the subject property, and sells said property "as is" and subject to any easements recorded or not.

Buyer: [Signature]

Date: 1-8-2016
EXHIBIT A

LEGAL DESCRIPTION

The north half of vacated Cary Street adjoining the south line of Lot 115, Childs Estates Acres, a subdivision in Sarpy County, Nebraska.
Receipt

Dated this 8th day of January, 2016.

Received from TJ and CL Wiles the sum of One Dollar ($1.00) as the purchase price of the above described property on terms and conditions as stated above, it being hereby agreed and understood that in the event the above offer is not accepted by the owners of said premises within the time hereinafter specified, or that in the event there are any legal defects in the title which cannot by cured after said purchasers have filed or caused to be filed with us written notice of such legal defects, the money hereby paid is to be refunded. In the event of the refusal or failure of the purchasers to consummate the purchase, the owners may, at their option, retain the said money hereby paid, as liquidated damages for such failure to carry out said agreement of sale.

This receipt is an acceptance of the above offer to purchase, according to the terms and conditions set forth therein.

Seller: [Signature]

Deputy County Treasurer

Date: 1/8/16
SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT on this 12th day of April, 2016, the COUNTY OF SARPY, OF THE STATE OF NEBRASKA, a body politic and corporate created under the laws of the State of Nebraska, GRANTOR herein, for good and valuable consideration, does hereby remise, release and deed to J and CL WILES, GRANTEE(S) herein, all of the GRANTOR'S right, title, interest and estate, in and to all of the following described real property, to wit:

The north half of vacated Cary Street adjoining the south line of Lot 115, Childs Estates Acres, a subdivision in Sarpy County, Nebraska.

TO HAVE AND TO HOLD said real property, hereby known to include real estate together with all Tenements, Hereditaments and Appurtenances thereunto belonging, unto said Grantee and to its successors and assigns forever.

IN WITNESS WHEREOF, I, Don Kelly, Chair of the Sarpy County Board of Commissioners, have hereunto set my hand and seal this 12th day of April, 2016.

COUNTY OF SARPY, OF THE STATE OF NEBRASKA

Chair, Board of Commissioners

(SEAL)
STATE OF NEBRASKA) } ss.
COUNTY OF SARPY ) ss.

On this 12th day of April, 2016 before me, a General Notary Public, duly commissioned and qualified, personally appeared Don Kelly, Chair of the Sarpy County Board of Commissioners, on behalf of Sarpy County, Nebraska a body politic and corporate, and Grantor herein. Thereupon she executed the foregoing instrument of conveyance, and acknowledged the same to be her own free and voluntary act and deed.

WITNESS my hand and Notarial seal the day and year last above written.

(SEAL)

GENERAL NOTARY - State of Nebraska
RENEE S LANSMAN
Notary Public
My Comm. Exp. April 22, 2017