

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
AMENDED RESOLUTION AUTHORIZING CONVEYANCE AGREEMENT AND
DEED IN SATISFACTION OF OBLIGATION PURSUANT TO INTERLOCAL
COOPERATION AGREEMENT FOR 72ND STREET IMPROVEMENTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County entered into an Agreement (“the Agreement”) with Sanitary & Improvement District #267 of Sarpy County, Nebraska (“S.I.D #267”), 370 LLC and the City of Papillion, Nebraska (“Papillion”) to share the cost of certain road improvement in conjunction with the development known as the Shadow Lake Towne Center, said Agreement approved by Resolution 2005-236; and,

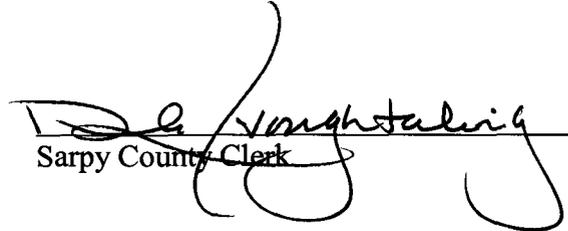
WHEREAS, Sarpy County is in possession of property no longer necessary for the road improvements, and Papillion, as successor to the rights and obligations of S.I.D #267, desires that the excess property be conveyed to Papillion in full satisfaction of the County’s remaining obligations under Section 6.2 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board the attached Conveyance Agreement and Special Warranty Deed, provided that said conveyance shall only be effective upon the County being fully released from its obligations under Section 6.2 of the Interlocal Cooperation Agreement approved by this Board by Resolution 2005-236, and subject to the rights of access as described in said Special Warranty Deed.

BE IT FURTHER RESOLVED that the Chair and County Attorney are authorized to take such action as may be necessary to convey the property under the conditions described in this Resolution.

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 28th day of February, 2012.


Chairman, Sarpy County Board

 
Sarpy County Clerk

CONVEYANCE AGREEMENT

COMES NOW the County of Sarpy, Nebraska (hereinafter "Sarpy") and the City of Papillion, Nebraska (hereinafter "Papillion"), and hereby state and agree as follows:

1. That Sarpy and Papillion, among others, entered into a certain Agreement (hereinafter "Development Agreement") regarding the development of the Shadow Lake Towne Center, said Development Agreement was approved by Sarpy at Resolution 2005-236 and approved by Papillion by Resolution No R05-0155.

2. That pursuant to Section 6.2 of the Development Agreement, Sarpy was to acquire road right-of-way for the improvements to 72nd Street as described in said agreement. If real estate was acquired that was not needed for county road purposes, Section 6.2(a) of said agreement required that Sarpy sell said excess property and apply the proceeds as described therein.

3. That the improvements to 72nd Street as described in the Development Agreement have been completed, and the following real estate (hereinafter "the Property") is owned by Sarpy, having been acquired by Sarpy under the Development Agreement but no longer needed for county road purposes:

All of Tax Lot 17 and Tax Lot 22, situate in the Southwest Quarter of the Southwest Quarter of Section 36, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, except the westerly 75.00 feet thereof used for 72nd Street Right-of-way. Containing an area of 5.74 acres, more or less.

The Property is subject to the certain access easements for the benefit of the real estate within parcels within the Southwest 1/4 of Section Thirty-six, Township 14 North, Range 11 East of the 6th P.M.

4. That Papillion, through annexation, is successor to the rights and obligations of Sanitary and Improvement District No. 267 under the Development Agreement.

5. That the Parties agree that Sarpy has expended \$290,000 for right-of-way acquisition as required by Section 6.2(a) of the Development Agreement. The Parties further agree that Papillion has expended an amount in excess of \$1,200,000 for costs of right-of-way acquisition, and that the Property, if sold in its present condition, would not fully reimburse Papillion for the right-of-way costs it has expended under the Development Agreement.

6. That Papillion desires that Sarpy convey the Property to Papillion pursuant to Section

6.2(a) of the Development Agreement, and in consideration, Papillion will consider said conveyance as full satisfaction of Sarpy's obligations regarding the sale of excess property and the distribution of said sale proceeds under Section 6.2(a) of the Development Agreement; and shall release Sarpy from said obligation of the Development Agreement.

7. That Papillion acknowledges that the Property is subject to the easements referred to in paragraph 3 above, as well as such other any easements, restrictions and covenants of record, and agrees that the conveyance shall be subject to said interests in the Property. The conveyance shall be by special warranty deed, in a form and manner acceptable to Papillion.

8. That Sarpy and Papillion agree that this Conveyance Agreement only applies to Section 6.2(a) of the Development Agreement relating to the disposition of real estate not needed for road purposes and the disposition of the proceeds thereof. Other provisions of the Development Agreement shall remain enforceable to the full extent of the law.

9. That Sarpy and Papillion specifically agree that this Conveyance Agreement shall not be considered as a settlement of or an agreement regarding the final costs of right-of-way acquisition under Section 6.2 of the Development Agreement.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 4th day of April, 2012.

(Seal)



COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate,

ATTEST:
[Signature]
County Clerk

By [Signature] 2/28/2012
Chairman, Sarpy County
Board of Commissioners

Approved as to form and content:
[Signature]
Deputy County Attorney



CITY OF PAPIILLION, NEBRASKA
A Municipal Corporation,

(SEAL)

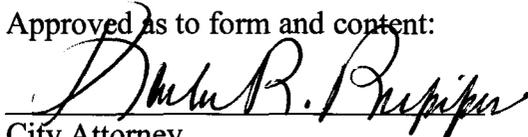
Attest:


Clerk

By


Mayor

Approved as to form and content:


City Attorney

RESOLUTION NO. R12-0038

WHEREAS, the County of Sarpy, of the State of Nebraska ("Sarpy"), entered into a certain Agreement ("Development Agreement") with the City of Papillion, Nebraska ("City") and Sanitary & Improvement District #267 of Sarpy County, Nebraska ("S.I.D. #267"), among others, in 2005 for the development of the Shadow Lake Towne Center in Sarpy County, Nebraska; and

WHEREAS, pursuant to Section 6.2(a) of such Development Agreement, Sarpy acquired road right-of-way for improvements to 72nd Street, and if any excess property was not needed for county road purposes Sarpy was authorized to sell such property and to distribute the net proceeds of any such sale to S.I.D. #267 (now annexed by the City) as described therein; and

WHEREAS, the following described property ("Property") is owned by Sarpy, having been acquired by Sarpy under the Development Agreement but is no longer needed for county road purposes:

All of Tax Lot 17 and Tax Lot 22, situate in the Southwest Quarter of the Southwest Quarter of Section 36, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, except the westerly 75.00 feet thereof used for 72nd Street Right-of-way. Containing an area of 5.74 acres, more or less.

WHEREAS, the City, through annexation, is the successor to the rights and obligations of S.I.D. #267 under the Development Agreement; and

WHEREAS, finding that it is in the best interests of the City, the City desires that Sarpy convey the Property to the City pursuant to Section 6.2 (a) of the Development Agreement, and in consideration, Papillion will consider said conveyance as full satisfaction of Sarpy's obligations regarding the sale of the sale of excess property and distribution of net proceeds of such sale under Section 6.2(a) and shall release Sarpy from such obligation of said Development Agreement; and

WHEREAS, Sarpy and the City desire to enter into a Conveyance Agreement for the conveyance of the subject property to the City, and the Sarpy County Board of Commissioners has approved said Agreement and transfer of the Property to the City by Special Warranty Deed on February 28, 2012 (Resolution 2012-59); and

WHEREAS, the parties to the Conveyance Agreement acknowledge that the Property may be subject to certain access easements for the benefit of the real estate within parcels within the Southwest 1/4 of Section 36, Township 14 North, Range 11 East of the 6th P.M.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the Conveyance Agreement between Sarpy and the City of

Papillion is hereby approved by the City of Papillion, Nebraska, and the Mayor is hereby authorized to execute such document and Special Warranty Deed on behalf of the City of Papillion.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Papillion that the Mayor and City Attorney are authorized to take such action as may be necessary to convey the property under the conditions described herein and the terms of the Conveyance Agreement and Section 6.2(a) of the Development Agreement.

PASSED AND APPROVED this 3rd day of April, 2012.

CITY OF PAPIILLION, NEBRASKA



David P. Black, Mayor

Attest:



Elizabeth Butler, City Clerk

(SEAL)



COUNTER D C.E. D
VERIFY D D.F. D
PROOF D
FEES \$ 5.50
CHECK# _____
CHG 5.50 CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

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\$ EX 2

Clayton J. Rowling

By: denise

COPY
REGISTER OF DEEDS



DEED

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That this SPECIAL WARRANTY DEED is made and entered into this 28th day of February, 2012, by the COUNTY OF SARPY, OF THE STATE OF NEBRASKA, a body politic and corporate, also created and existing under and by virtue of the laws of the State of Nebraska, hereinafter GRANTOR.

That for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, GRANTOR, by and through the undersigned Chairman of the Board of Commissioners of Sarpy County Nebraska, does hereby grant, bargain, sell, and convey to the CITY OF PAPIILLION, NEBRASKA, GRANTEE herein, all of Grantor's right, title, and interest, in and to all of the following described real property, to wit:

All of Tax Lot 17 and Tax Lot 22, situate in the Southwest Quarter of the Southwest Quarter of Section 36, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, except the westerly 75.00 feet thereof used for 72nd Street Right-of-way. Containing an area of 5.74 acres, more or less;

to have and to hold the described property together with all tenements, hereditaments, and appurtenances belonging to such property, to Grantees and to Grantees' heirs and assigns forever. This deed is made subject to the certain access easements for the benefit of the real estate parcels within the Southwest 1/4 of Section Thirty-six, Township 14 North, Range 11 East of the 6th P.M., and any other easements, restrictions and covenants of record as of the date of this document.

Grantor specially covenants with Grantee that said premises are free and clear of all liens and encumbrances and does hereby covenant to specially warrant and defend said premises against the lawful claims and demands of all persons claiming by, through, or under it, and against no other claims or demands.

IN WITNESS WHEREOF, Grantor has caused this deed to be subscribed by its Chairman on this 28th day of February, 2012.

[Signature]

Chairman, Sarpy County Board of Commissioners

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

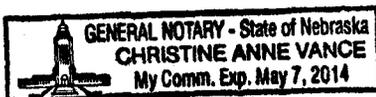
On this the 28th day of February, 2012, before me, a Notary Public within and for said county, personally appeared Rusty Hike, personally known by me to be Chairman of the Sarpy County Board of Commissioners, who executed the foregoing Warranty Deed, an instrument of conveyance, and acknowledged the same to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, at the City of Papillion, County of Sarpy, State of Nebraska.

Christine Anne Vance

Notary Public

(Seal)



CITY OF PAPIILLION
David P. Black, Mayor
Eliza Butler, City Clerk
122 East Third Street
Papillion, Nebraska 68046
Phone 402-597-2021
Fax 402-339-0670
E-Mail: cityclerk@papillion.org

EXR