

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

RESOLUTION REGARDING THE PROPOSED )  
SALE OF PROPERTY LOCATED IN )  
LANCASTER COUNTY, NEBRASKA, AND )  
LEGALLY DESCRIBED HEREIN, INCLUDING )  
DECLARING THAT THE PROPERTY NO ) RESOLUTION NO. R-19-0074  
LONGER SERVES A COUNTY PURPOSE, )  
DETERMINING THE PROPERTY’S FAIR )  
MARKET VALUE, AND SETTING THE DATE )  
FOR SALE OF THE PROPERTY )

WHEREAS, pursuant to Neb. Rev. Stat. § 23-107.01, as amended, the Lancaster County Board of County Commissioners (“Board”) has the power to sell Lancaster County (“County”) property which no longer serves a county purpose;

WHEREAS, Neb. Rev. Stat. § 23-107.01 further provides that the County may sell such property after determining the fair market value of the property and conducting a public hearing for interested parties to speak for or against the sale of the property and raise any issue regarding the fair market value;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-107.01, the County is required to set a date, within two months of the date of the public hearing, for sale to the highest bidder;

WHEREAS, the County owns property located in Lancaster County, Nebraska, legally described as:

The West 66 feet of the North 310 feet of Lot 10, Irregular Tract located in the Northwest Quarter of Section 30, Township 12 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

(“the Property”).

WHEREAS, on October 22, 2019, the Board conducted a public hearing wherein interested parties were given the opportunity to speak for or against the sale of the Property;

WHEREAS, the Board has determined that the Property no longer serves a County purpose and has determined the Property's fair market value;

WHEREAS, the Board determined that the public sale should be set for Thursday, November 7, 2019, at 2 P.M., and directs the County Clerk to provide notice of the sale in accordance with Neb. Rev. Stat. § 23-107.01(1)(c);

NOW, THEREFORE, BE IT RESOLVED, by the Lancaster County Board of County Commissioners, that:

1. The Property no longer serves a County purpose;
2. The fair market value of the Property is determined to be \$\_\_\_\_\_;
3. The public sale of the Property shall be set for Thursday, November 7, 2019, at 2 P.M.;
4. The County Clerk shall provide notice of the public sale in accordance with Neb. Rev. Stat. § 23-107.01(1)(c).
5. The Property shall be sold to the highest bidder at the public sale, provided that if no bids are received, or if the bids received are substantially lower than fair market value, then the Lancaster County Board of County Commissioners reserves the right pursuant to Neb. Rev. Stat. § 23-107.01(4) to reject all bids and negotiate a contract for sale of the property if such negotiated contract for sale is in the best interest of the County;
6. The sale of the Property to the highest bidder shall be subject to the terms and conditions contained in the "LANCASTER COUNTY, NEBRASKA REAL ESTATE SALES AGREEMENT" that is attached hereto and incorporated herein by this reference;

7. Upon acceptance of the highest bidder's bid, the County shall mail to the highest bidder a copy of the "LANCASTER COUNTY, NEBRASKA REAL ESTATE SALES AGREEMENT" with the Buyer's name and contact information and the amount of the accepted bid populated consistent with the information from the public sale;
8. The highest bidder shall execute the "LANCASTER COUNTY, NEBRASKA REAL ESTATE SALES AGREEMENT" and return it to the County Clerk, within 10 days from the Board's acceptance of the bid, for final execution by the Board; and
9. The sale of the Property shall be completed pursuant to the terms of the "LANCASTER COUNTY, NEBRASKA REAL ESTATE SALES AGREEMENT".

DATED this 22nd day of October, 2019, at the County City Building, Lincoln, Lancaster County, Nebraska.

BY THE BOARD OF COUNTY  
COMMISSIONERS OF  
LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM  
this 22nd day of  
October, 2019.

\_\_\_\_\_

Deputy County Attorney

for PATRICK CONDON  
Lancaster County Attorney

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LANCASTER COUNTY, NEBRASKA  
REAL ESTATE SALES AGREEMENT**

This Agreement, made and entered into by and between THE COUNTY OF LANCASTER, A COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA, hereinafter called "Seller", whether one or more, and, [NAME OF BUYER], hereinafter called "Buyer".

WITNESSETH:

1. Seller, in consideration of [AMOUNT OF ACCEPTED BID] ("Purchase Price"), to be paid upon the Closing Date as provided in this Agreement, hereby agrees to sell and convey, and Buyer agrees to purchase, the following described real estate, to-wit:

The West 66 feet of the North 310 feet of Lot 10, Irregular Tract located in the Northwest Quarter of Section 30, Township 12 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska ("the Property").

2. Seller agrees to give Buyer possession of the Property on the Closing Date. Seller further agrees not to alter or remove any portion of the Property.

3. Seller agrees to convey the Property to Buyer by good and sufficient quitclaim deed.

4. Buyer and Seller agree to close and complete this sale in accordance herewith on or before noon, Central Time, on the 6th day of December, 2019 ("Closing Date"). Title to said real estate shall be taken in the name of Buyer.

5. Seller is a governmental entity and the Property currently is tax exempt. Buyer agrees that it shall be responsible for taxes, if any, on the Property.

6. Buyer represents and warrants to Seller that:

A. Buyer has authority to enter into this Agreement and all actions and consents which are necessary for Buyer to duly execute, deliver and perform this Agreement and to consummate the transaction contemplated herein have been taken or obtained by Buyer, and this Agreement, when executed and delivered, will constitute a valid and binding agreement of Buyer and be enforceable against Buyer in accordance with its terms.

B. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein by Buyer do not conflict with or result in the termination or breach of any term, condition, or provision of or constitute a default under any contract, lease, agreement, or other instrument or condition by which Buyer is bound.

Seller's obligation to close on the sale of the Property is conditioned upon the foregoing representations and warranties of Buyer being true and correct in all material respects at and as of the Closing Date as if such representations and warranties were made at and as of such time.

7. Seller represents that:
  - A. Seller is a county and political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.
  - B. Seller has authority to enter into this Agreement and all actions and consents which are necessary for Seller to duly execute, deliver and perform this Agreement and to consummate the transaction contemplated herein have been taken or obtained by Seller, and this Agreement, when executed and delivered, will constitute a valid and binding agreement of Seller and be enforceable against Seller in accordance with its terms.
  - C. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein by Seller do not conflict with or result in the termination or breach of any term, condition, or provision of or constitute a default under any contract, lease, agreement, or other instrument or condition by which Seller is bound.

Buyer's obligation to close on the acquisition of the Property is conditioned upon the foregoing representations of Seller being true and correct in all material respects at and as of the Closing Date as if such representations were made at and as of such time.

8. Buyer shall deliver a cashier's check made payable to the County of Lancaster, in the amount of the Purchase Price, to the Office of the Lancaster County Clerk, 555 S. 10<sup>th</sup> Street, on or before the Closing Date. Upon receipt of the Buyer's cashier's check in the amount of the Sales Price, the Clerk's Office shall tender to Buyer a good and sufficient quitclaim deed for the Property.

9. Buyer, at its sole cost and expense, irrevocably and unconditionally agrees to defend, protect, indemnify and hold Seller harmless from and against any and all Indemnified Losses incurred by Seller relating to, resulting from or otherwise attributable to, directly or indirectly, (i) any Hazardous Substance present or alleged to be present in, upon, under, over or at, or emanating from or alleged to be emanating from (A) the Property or (B) any other property owned and/or leased by Buyer (including, without limitation, Hazardous Substances which are incorporated into any building or improvements located thereon), whether or not such Hazardous Substances were produced, stored, used or transported in compliance with applicable Environmental Laws and regardless of whether such Hazardous Substances are present (or are

alleged to be present) at or emanating (or are alleged to be emanating) from the Property or such other property by reason of the acts or omissions of Buyer, or any department, agency, affiliate, employee, agent, officer, director, lessee, or invitee thereof, (ii) any activity (and the consequences thereof), including any release of Hazardous Substances, or claimed activity (and the consequences thereof) carried on or undertaken on or off the Property, whether by Buyer, any predecessor in title, any department, agency, or affiliate of any such person, any employees, agents, officers, directors, contractors or subcontractors of the foregoing persons, or any third persons at any time occupying or present on (A) the Property or (B) any other property owned and/or leased by Buyer (including, in either case, without limitation, Hazardous Substances which are incorporated into any building or improvements located thereon), in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Substances at any time located or present on, under or incorporated in, or used in connection with, the Property or any other property owned and/or leased by (or on behalf of) Buyer, (iii) the violation (and the consequences thereof) or claimed violation (and the consequences thereof) of any applicable Environmental Law affecting the Property or any other property owned and/or leased by Buyer, or affecting such property, (iv) the imposition or recording of a lien against the Property pursuant to any Environmental Law, (v) the nonperformance (and the consequences thereof) or delayed performance or the claimed non-performance (and the consequences thereof) or delay in performance (and the consequences thereof) of the Corrective Work, (vi) any place or location used for the disposal of Hazardous Substances by Buyer or its predecessors, whether for its own behalf or on behalf of others, (vii) any other Environmental Matter, and any action or inaction of Buyer or its predecessors in interest with respect thereto, (viii) any discharge, release or emission, or any alleged discharge, release or emission, of any Hazardous Substance upon or from the Property into the environment, (ix) any use of the Property, at any time, as or for a mine, a landfill, a dump or other disposal facility, or a gasoline service station, (x) the current existence of any underground storage tank on or in the Property, (xi) the failure, or alleged failure, to remove any underground storage tank previously located on or in the Property, in compliance with all applicable Environmental Laws, or the failure, or alleged failure, to complete any clean-up of the surrounding soil in connection therewith, (xii) the use of the Property at any time as a permanent or temporary treatment, storage or disposal site for any Hazardous Substance, or (xiii) Buyer transporting or arranging for the transportation of any Hazardous Substances to any location which is listed or proposed for listing under CERCLA or on any similar state list or which is the subject of federal, state or local enforcement actions or other investigations, whether the Indemnified Losses that occur in connection with clauses (i) through (xiii) above arise before, during or after enforcement of the remedies and rights available to Seller under this Agreement; it being the intent of Buyer and Seller that Seller shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances by virtue of the interest

of Seller and its successors and assigns in the Property or as the result of Seller exercising any of its rights or remedies with respect thereto under this Agreement, or otherwise at law or in equity.

A. The foregoing indemnity shall not apply to any Indemnified Losses suffered or incurred by Seller to the extent the same arise from the gross negligence or willful misconduct of Seller.

B. For purposes of this Agreement:

- i. “Indemnified Losses” shall mean incurred and potential damages, losses, liabilities, costs and expenses of Corrective Work, any other clean-up or response costs (which, without limitation, shall include costs to cause the Property to come into compliance with Environmental Laws), investigation costs (including fees of consultants, counsel and other experts in connection with any environmental investigation, testing, audits or studies), and any other incurred or potential obligations, penalties, fines, impositions, fees, levies, lien removal or bonding costs, claims, litigation, demands, causes of action (including, without limitation, any common law cause of action), liabilities, losses (including, without limitation, any reduction in the value of the Property), damages (including any actual, punitive or consequential damages under any statutory or common law cause of action), defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind and nature whatsoever (including, without limitation, attorneys' and experts' or other consultants' fees and disbursements incurred in connection with any of the matters with respect to which Seller is indemnified hereunder or in connection with the enforcement of this Agreement), including interest thereon.
- ii. “Hazardous Substance” shall have the same meaning as the definition of the term “hazardous substance” in 42 U.S.C. § 9601(14), as it may be amended from time to time.
- iii. “Corrective Work” shall mean the removal, relocation, elimination, remediation, encapsulation or any other treatment of Hazardous Substances of or from all or any portion of (i) the Property or any other property owned and/or leased by Borrower (necessary to maintain or bring the Property into compliance with environmental laws) and (ii) surrounding areas of the Property and or any other property owned and/or leased by Buyer (necessary to maintain or bring the Property into compliance with environmental laws) and, to the extent thereby required, the reconstruction and rehabilitation of the Property or any other property owned and/or leased by Buyer performed by any person or entity, including, without limitation, Buyer, any other Indemnitor, Seller, any

Indemnified Party, any of their respective agents, contractors, subcontractors, employees and any governmental entity for any reason, including, without limitation, pursuant to any Environmental Laws.

- iv. “Environmental Law” shall mean any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Substances or wastes, air emissions and discharges to waste or public systems.
- v. “Environmental Matter” shall mean any Indemnified Losses that relate to any Environmental Law or any Hazardous Substance.
- vi. “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 *et seq.*, and federal regulations adopted thereunder.

C. No provision of this Agreement shall be construed to constitute a waiver of Seller’s sovereign immunity.

10. Buyer and Seller represent that neither have executed any listing agreement or other document with a real estate broker. In the event that any real estate broker claims a commission, finder’s fee, or other compensation as a result of this transaction, the party alleged to have entered into an agreement with such a broker shall indemnify and hold the other party harmless from and against any such commission, finder’s fee, or other compensation and all costs or expenses, including court costs and reasonable attorneys’ fees which may be associated therewith.

11. Time is agreed to be of the essence. In the event that either party fails to comply with any of the material terms of this Agreement for a period of ten (10) days after receiving written notice from the non-defaulting party specifying the nature of the default, then the non-defaulting party may declare an event of default. If the sale and purchase of the Property is not consummated as result of the default of either party, the other party shall have all rights, powers, privileges, and remedies conferred hereunder and in law or by equity, all of which shall be cumulative and not exclusive.

12. Each party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and





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

Executed by Buyer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

BUYER

\_\_\_\_\_

[Buyer's Name]

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ , before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came \_\_\_\_\_,

\_\_\_\_\_ known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed of such person.

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

( S E A L )

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

Executed by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

LANCASTER COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM  
this\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Deputy County Attorney  
For PATRICK CONDON  
Lancaster County Attorney

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF LANCASTER        )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public duly  
commissioned    for    and    qualified    in    said    County,    personally    came

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ known to me to  
be Commissioners of the Lancaster Board of County Commissioners, Lancaster County,  
Nebraska, a political subdivision of the State of Nebraska, and identical persons who signed the  
foregoing instrument and acknowledged the execution thereof to be their voluntary acts and  
deeds as such officers and the voluntary act and deed of said political subdivision.

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

( S E A L )

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires