

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

RESOLUTION REGARDING THE SALE     )  
OF PROPERTY GENERALLY LOCATED    )  
AT 6700 HICKMAN ROAD, LEGALLY     ) RESOLUTION NO.     R-20-0044      
DESCRIBED HEREIN, AND LOCATED IN )  
THE CITY OF HICKMAN, LANCASTER    )  
COUNTY, NEBRASKA                    )

WHEREAS, pursuant to Neb. Rev. Stat. § 23-107.01(4), the Lancaster County Board of County Commissioners (“Board”) may, by majority vote, sell real estate owned by the County of Lancaster, Nebraska, (“County”) in fee simple to another political subdivision in fee simple in such manner and upon such terms and conditions as may be deemed in the best interest of the County;

WHEREAS, Neb. Rev. Stat. § 23-107.01(4) further provides that the Board shall cause to be printed and published at least thirty days prior to the sale in a legal newspaper in the County a notice of the intent to sell County real estate to another political subdivision. The notice shall state the legal description and address of the real estate to be sold;

WHEREAS, pursuant to Neb. Rev. Stat. §§ 23-103 and 23-104, the Board has the power to sell any real estate owned by the County in such manner and upon such terms and conditions as may be deemed in the best interest of the County;

WHEREAS, the County owns real estate that is generally located at 6700 Hickman Road, Hickman, Lancaster County, Nebraska, and that is legally described as:

Lot One (1), Irregular Tract located in the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Twenty-Eight (28), Township Eight (8) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska (“The Property”);

WHEREAS, the Board caused to be printed and published at least thirty days prior to the sale in a legal newspaper in the County a notice of the intent to sell the Property to the City;

WHEREAS, on August 4, 2020, under County Contract No. C-20-0480, the Board entered into a Real Estate Sales Agreement with the City of Hickman, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, (“the City”) for the sale of the Property in fee simple;

WHEREAS, pursuant to the terms and conditions of the Real Estate Sales Agreement, the Board wishes to convey and sell the Property to the City in fee simple, with an anticipated closing date of August 31, 2020;

WHEREAS, pursuant to the Real Estate Sales Agreement and to facilitate the sale and conveyance of the Property, the Board wishes to authorize the Chairperson of the Board to execute the Warranty Deed, the Affidavit of Understanding and Indemnity and Hold Harmless Agreement Due to the COVID-19 Emergency – Sale, the Seller Settlement Statement, and the Seller Statement of Understanding (collectively, “Closing Documents”), all of which are attached hereto and incorporated herein by this reference, and to deliver on or before the anticipated closing date said executed Closing Documents to Nebraska Title Company; and

WHEREAS, the Board also wishes to authorize the County's Chief Administrative Officer, David A. Derbin, to execute on behalf of the Board any additional documentation or instruments that may be required to effect the sale of the Property pursuant to the terms and conditions of the Real Estate Sales Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board that the County shall sell and convey the Property to the City pursuant to the terms and conditions of the Real Estate Sales Agreement, with an anticipated closing date of August 31, 2020;

AND BE IT FURTHER RESOLVED by the Board that:

1. The Chairperson of the Board is hereby authorized to execute the Closing Documents, and is hereby directed to deliver on or before the anticipated closing date the executed Closing Documents to Nebraska Title Company to effect the sale of the Property pursuant to the terms and conditions of the Real Estate Sales Agreement; and
2. The County's Chief Administrative Officer, David A. Derbin, is hereby authorized to execute on behalf of the Board any additional documentation or instruments that may be required to effect the sale of the Property pursuant to the terms and conditions of the Real Estate Sales Agreement.

DATED this 18th day of August, 2020, at the County-City Building, Lincoln, Lancaster County, Nebraska.





# Nebraska Title Company

5601 South 59th Street, Suite C  
Lincoln, NE 68516  
402-476-8818  
www.NebTitleCo.com

## SELLER SETTLEMENT STATEMENT

**Settlement Date:** 08/31/2020

**File No:** 6109333

**Purchaser:** The City of Hickman, Nebraska,  
a municipal corporation and political  
subdivision of the State of Nebraska  
115 Locust Street  
P.O. Box 127  
Hickman, NE 68372

**Seller:** Lancaster County, Nebraska

**Property:** 28-8-7, Lot 1 SE1/4, Lancaster County, Nebraska  
6700 Hickman Road  
Hickman, NE 68372

Description	Debit	Credit
Sales Price		\$5,000.00
Closing Fees to Nebraska Title Company	\$212.50	
<b>Sub Totals:</b>	<b>\$212.50</b>	<b>\$5,000.00</b>
<b>Net Amount Due to Seller:</b>		<b>\$4,787.50</b>

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Seller understands that tax and insurance proration and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

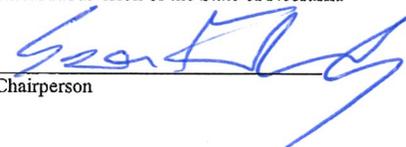
The undersigned hereby authorizes Nebraska Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of a copy of this Statement.

**Nebraska Title Company**

I/We hereby acknowledge receipt of this statement.

Lancaster County, Nebraska  
a political subdivision of the State of Nebraska

By: \_\_\_\_\_  
Escrow Agent

By:   
Chairperson

SELLER STATEMENT OF UNDERSTANDING

File No.: 6109333
Property: 6700 Hickman Road, Hickman, NE 68372

If subject property has a private ground water well, the STATE OF NEBRASKA requires a "WATER RESOURCES UPDATE NOTICE" be submitted to the Escrow Company. I/We accept responsibility for obtaining and executing such form prior to closing.

I/We understand and agree that any payoff(s) made on our behalf in this escrow transaction are made by Nebraska Title Company with complete reliance on figures supplied by the lender, creditor or taxing agency. Such figures may not be accurate. In the event that additional funds are required to complete said payoff(s), I/we agree to immediately, upon request by Nebraska Title Company, provide the additional funds needed to complete said payoff(s). In the event Nebraska Title Company suffers a loss due to my/our failure to provide such funds, I/we agree to indemnify Nebraska Title Company for such loss, including all costs of collection and attorneys fees.

I/We agree that all the terms contained in the Purchase Agreement have been met. I/We further acknowledge that any and all inspections and/or repairs ordered by us or on our behalf have been paid in full or will be paid for out of our proceeds at the time of closing.

I/We agree to make myself/ourselves available for contact by Nebraska Title Company. I/We will be able to be reached as follows:

Phone: 402-441-6865 Email: dderbin@lancaster.ne.gov

Forwarding Address: 555 South 10th St. Suite 110, Lincoln, NE 68507 (if applicable)

I/We agree to review the Closing Settlement Statements at time of closing. The Closing Settlement Statement must be signed prior to disbursement of any funds. Signed approval of the Closing Settlement Statement shall be considered as authorization to Nebraska Title Company to disburse funds as shown thereon, and deliver all instruments held. Faxed and electronic signatures will be accepted as authorization.

I/We agree that in consideration of Nebraska Title Company allowing funds to be disbursed for the closing of the above referenced property, if requested by Nebraska Title Company, to fully cooperate and adjust any misstatement, inaccuracy, missing document or clerical error, on any or all loan or title documentation deemed necessary to conform with the terms of this transaction. This shall include adjustment to any errors which have been made in the computation of the settlement statement, whether in mathematics or by reason of omission. Further, I/we agree to comply with any request(s) within five (5) days from the date of receipt of such request(s) from Nebraska Title Company.

Disbursement of Sale Proceeds

I authorize the sale proceeds to be disbursed as follows:

Please forward the net proceeds check by:
no Overnight Mail (Additional charges will apply)
no Regular Mail Service
Address to send check:
yes Personally picked up by me/us
no Delivered by Real Estate Agent
no Wire Transfer (Additional charges will apply)
Name of Bank: n/a
City and State: n/a
ABA No.: n/a Acct. No.: n/a
Name on Account: n/a
Address on Account: n/a

Dated: August 18, 2020

Lancaster County, Nebraska
a political subdivision of the State of Nebraska

By: [Signature]
Chairperson

**AFFIDAVIT OF UNDERSTANDING  
AND INDEMNITY AND HOLD HARMLESS AGREEMENT  
DUE TO THE COVID-19 EMERGENCY - SALE**

File/Commitment No.      6109333

Property                      6700 Hickman Road  
   Hickman, NE 68372

Seller(s)                      Lancaster County, Nebraska, a political subdivision of the State of Nebraska

Buyer(s)                      The City of Hickman, Nebraska, a municipal corporation and political  
   subdivision of the State of Nebraska

In response to the Coronavirus (COVID-19) outbreak and the declared states of national and local emergency, a number of government offices have implemented significantly limited access or closed for precautionary measures. As a result, the processing and recording of deeds and other title documents in some jurisdictions has been, and will be, impacted. Old Republic National Title Insurance Company ("Insurer") is willing to continue insuring titles for purchasers and lenders under its current policy forms through the ultimate recording date of the deed, mortgage, deed of trust or other insured title document. However, Insurer nor its title agents can provide any estimate as to the date of recordation of such title documents in the land records.

NOW THEREFORE, as a result of the aforementioned closures and access restrictions and as an inducement to Nebraska Title Company (hereafter "Title Agent") to conduct settlement and to Insurer to issue its policy or policies of title insurance, the undersigned agree as follows:

Seller(s) affirm:

- (a) There are no unrecorded deeds and/or outstanding leases, contracts, options, agreements, trusts or inchoate rights or interests affecting the Property which have not been disclosed to Insurer or Title Agent in writing.
- (b) All labor and materials used in construction of improvements, repairs, or modifications to the Property have been completed and there are no unpaid bills as of the date hereof for labor or material against the improvements or Property. The Sellers have not received notice of any mechanic's lien claim.
- (c) There are no unrecorded liens or encumbrances affecting the title to the Property, that are not being paid or adjusted as part of the current transaction.
- (d) Sellers have not received any written notice of a proposed or pending special assessment or a pending taking of any portion of the Property by any governmental body; Sellers have no knowledge that work has been or will be performed by any governmental body including, but not limited to, the installation of water or sewer lines or of other utilities, or for improvements such as paving or repaving of streets or alleys, or the installation of curbs and sidewalks.
- (e) Sellers agree to neither allow, nor take any action, following the settlement that may result in a lien, encumbrance or other matter adversely affecting title being placed against the title to the Property. In the event any lien, encumbrance or objectionable matter of title arises or occurs between the date of settlement and the date of the recording of the deed or other title document, Sellers agree to immediately take action to clear and discharge the same and further agree to hold harmless and indemnify Title Agent and Insurer against all expenses, costs and attorneys' fees that may arise out of Sellers failure to so remove, bond or otherwise dispose of any such liens, encumbrances or adverse matters of title to the satisfaction of Insurer.

Buyer(s) understand and agree:

- (a) Neither Title Agent nor Insurer can provide any estimate as to the time of recordation of the deed or other title documents in the Land Records.
- (b) Among other things, Buyers may not be able to refinance or sell the Property, obtain building permits, or demonstrate recorded ownership of, and legal title to, the Property until the time that the deed or title document is recorded in the land records.

The undersigned solemnly affirm(s) under the penalties of perjury and upon personal knowledge that the statements in this Affidavit are true and that this Affidavit is executed in order to induce Title Agent to make and complete settlement on the Property and to induce Insurer to issue its policy or policies of title insurance, insuring title to the Property.

This document may be executed in counterparts which shall have the same effect as though executed as a single document.

SELLERS

Lancaster County, Nebraska  
a political subdivision of the State of Nebraska

By: Sean Flowerday  
Chairperson

BUYERS

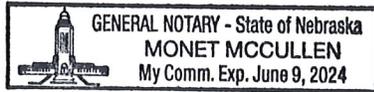
The City of Hickman, Nebraska,  
a municipal corporation and political  
subdivision of the State of Nebraska

By: \_\_\_\_\_  
Doug Hanson, Mayor  
City of Hickman, Nebraska

State of Nebraska

County of Lancaster

Subscribed, sworn to, affirmed, and acknowledged before me this 18 day of August,  
2020 by Sean Flowerday, Chairperson on behalf of Lancaster County, Nebraska, a  
political subdivision of the State of Nebraska.



Monet McCullen  
Notary Public

State of Nebraska

County of Lancaster

Subscribed, sworn to, affirmed, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020 by Doug Hanson, Mayor on behalf of The City of Hickman, Nebraska, a municipal corporation and  
political subdivision of the State of Nebraska.

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

WARRANTY DEED

Lancaster County, Nebraska, GRANTOR, whether one or more, in consideration of One Dollar and other good and valuable consideration received from GRANTEE, The City of Hickman, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, conveys to GRANTEE, the following-described real estate (as defined in Neb. Rev. Stat. 76-201).

Lot One (1), Irregular Tract located in the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Twenty-Eight (28), Township Eight (8) North, Range Seven (7) East of the 6th P.M., Lancaster County, Nebraska.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except for any easements and restrictions now of record;
- (2) has legal power and lawful authority to convey the same; and
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed on this 18<sup>th</sup> day of August, 2020

Attest:

Lancaster County, Nebraska,  
a political subdivision of the State of  
Nebraska

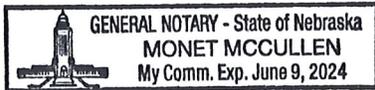
By: Cori Beattie, Deputy  
County Clerk

By: [Signature]  
Chairperson

State of Nebraska

County of Lancaster

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2020, by Sean Flowerday and Cori Beattie, Chairperson and County Clerk of Lancaster County, Nebraska, a political subdivision of the State of Nebraska.



[Signature]  
Notary Public

6109333

Please Return recorded document to:  
Nebraska Title Company  
5601 South 59th Street, Suite C  
Lincoln, NE 68516