

JAVA Resolution 06-1109-05



WHEREAS, the Joint Antelope Valley Authority (JAVA), a joint administrative entity created under the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of April 15, 2000 as amended (JAVA Interlocal Agreement) between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska (University), the City of Lincoln, Nebraska, a municipal corporation (City), and the Lower Platte South Natural Resources District, a political Subdivision of the State of Nebraska (LPSNRD) is now implementing under the JAVA Interlocal Agreement the Phase One Priority Projects of Antelope Valley Amended Draft Single Package; and

WHEREAS, JAVA has previously approved by-laws, administrative resolution, policies and guidelines for the implementation of the Phase One Priority Projects including plans for the Antelope Creek Channel Phase II & III Projects; and

NOW THEREFORE, be it resolved by the Administrative Board of the Joint Antelope Valley Authority as follows:

1. The property generally located at 1500 N. 15th Street, including adjacent portions of former vacated Rudolph Street (unimproved) and legally described in the attached purchase agreement (Attachment A) as if fully set forth herein, including Lots 7 and 8 and the remaining part of Lots 4, 5, and 6 Block 2, Tho's Ryan's Subdivision of Lot 10, located in the SW ¼ of Section 13, Township 10 N, Range 6 E of the 6th PM, Lancaster County, Nebraska (Property), is hereby declared surplus to the needs of JAVA, and the same may be transferred as provided in the attached purchase agreement.
2. The JAVA Board hereby finds that the transfer of the Property to the named Buyer has the added benefit of assisting in the provision of replacement housing for an individual who is also a qualified "displaced person" in connection with the Phase One Priority Projects, including the Antelope Creek Channel Phase II & III Projects.
3. Based on the foregoing, the Chairperson is authorized to direct the same to be accomplished, approve the necessary documents and execute agreements to complete the same.

Dated this 9th Day of November, 2006.

Introduced by:

Approved by Unanimous Vote of _____, _____, and _____ after public hearing on this 9th Day of November, 2006.

Signed:

Joint Antelope Valley Authority

Vice Chairperson

Glenn Johnson, Chairperson

Approved as to form and Legality

Legal Counsel

REAL ESTATE SALES AGREEMENT

This Agreement, made and entered into by and between **MICHEAL L. MOROSIN AND VANITA J. MOROSIN, husband and wife**, hereinafter called "*Buyer*", whether one or more, and the **Joint Antelope Valley Authority**, ("JAVA") a joint administrative entity created under the Interlocal Cooperation Act (Neb. Rev. Stat. §13-801 to 13-827), 531 Westgate Blvd., Lincoln, Nebraska 68528, (Federal EIN 47-0836143), hereinafter called "*Seller*".

WITNESSETH:

1. *Seller*, in consideration of **SEVENTY-SIX THOUSAND AND NO/100 DOLLARS, (\$76,000.00)**, to be paid upon the date of closing and completion of this sale, hereby agrees to sell and convey, and *Buyer* agrees to purchase the following described real estate, to-wit:

All of Lots 7 and 8 and the remaining part of Lots 4, 5, and 6, Block 2, Tho's Ryan's Subdivision of Lot 10, located in the Southwest Quarter of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said Lot 8, said point being 25.00 feet south of the centerline of Rudolph Street and 25.00 feet east of the centerline of 15th Street; thence on an assumed bearing of South 89° 07' 46" East, along the north line of said Lots 8 through 6, a distance of 73.78 feet to a point; thence South 24° 23' 39" East, a distance of 73.10 feet to a point of deflection; thence South 20° 14' 21" East, a distance of 51.36 feet to a point on the south line of said Lot 4, said point being 16.00 feet north of the south line of said Southwest Quarter; thence North 89° 02' 19" West along the south line of said Lots 4 through 8, said line being 16.00 feet north of and parallel with the south line of said Southwest Quarter, a distance of 121.20 feet to the southwest corner of said Lot 8; thence North 0° 16' 32" West, along the west line of said Lot 8, a distance of 113.85 feet to the Point of Beginning, containing a calculated area of 11,240 square feet (0.26 acres), more or less. And, also:

A portion of Lot "E", Tho's Ryan's Subdivision of Lot 10, located in the Southwest Quarter of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Lot "E", said point being 25.00 feet north of the centerline of Rudolph Street and 25.00 feet east of the centerline of 15th Street; thence on an assumed bearing of North 0° 16' 32" West, along the west line of said Lot "E", a distance of 111.74 feet to the northwest corner of said Lot "E"; thence South 89° 16' 50" East along the north line of said Lot "E", a distance of 11.74 feet to a point; thence South 24° 23' 39" East, a distance of 123.56 feet to a point on the south line of said Lot "E"; thence North 89° 07' 46" West along the south line of said Lot "E", a distance of 62.24 feet to the Point of Beginning, containing a calculated area of 4,133 square feet (0.09 acres), more or less.

2. *Buyer* to acquire title insurance at *Buyer's* expense.

3. *Seller* agrees to pay all taxes in full for all prior years and including **2005** and any special assessments or taxes assessed against the above-described property before this Agreement is executed by both parties.

4. All current taxes shall be paid as follows through and including 2006 real estate taxes to be prorated to the date of closing at the 2005 tax rate and assessed value, unless 2006 assessed value has been established.

5. *Seller* agrees to give *Buyer* possession of the said real estate on closing. *Seller* further agrees not to alter or remove any portion of said real estate, except as otherwise provided below.

6. *Seller* agrees to convey said real estate to *Buyer* by warranty deed, in fee simple title free and clear of all encumbrances except easements and restrictions of record thereby, having the effect the *Buyer* shall not be held owing, or responsible, for any encumbrances of any type from any entity, whatsoever.

7. It is understood and agreed that this Agreement is conditioned upon *Seller* having a good, valid and merchantable title in fee simple to said real estate.

8. *Buyer* agrees to furnish *Seller* a written legal opinion showing defect, if any, in the title to said real estate not later than ten (10) days prior to the date of closing and completion of this sale, hereinafter provided.

9. It is understood and agreed that *Buyer* shall in no manner be bound by the terms and conditions of this Agreement until the sale has been properly executed as provided by the By-Laws and administrative regulations of JAVA.

10. *Buyer* and *Seller* agree to close in escrow and complete this sale in accordance herewith on or before the _____ day of January, 2007. Title to said real estate shall be taken in the name of the **MICHEAL L. MOROSIN AND VANITA J. MOROSIN, husband and wife**.

11. *Buyer* and *Seller* agree that neither party has entered into any contract, arrangement or understanding with any person or firm which may result in the obligation to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby, and *Buyer* and *Seller* agree that neither party is aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

12. This Agreement has been duly executed and delivered by *Buyer* and *Seller*, constituting a legal, valid and binding obligation of *Buyer* and *Seller* in accordance with its terms, and not requiring the consent, waiver, approval, license or authorization of any other person or entity.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We, **JOINT ANTELOPE VALLEY AUTHORITY**, a joint administrative entity created under Nebraska law under the Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.), herein called the "*Grantor*", whether one or more, in consideration of **SEVENTY-SIX THOUSAND AND NO/100 DOLLARS, (\$76,000.00)**, received from *Grantee*, do hereby, grant, bargain, sell, convey and confirm unto **MICHEAL L. MOROSIN AND VANITA J. MOROSIN, husband and wife**, their successors and assigns, herein called the "*Grantee*", whether one or more, the following described real property in Lancaster County, Nebraska:

All of Lots 7 and 8 and the remaining part of Lots 4, 5, and 6, Block 2, Tho's Ryan's Subdivision of Lot 10, located in the Southwest Quarter of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the northwest corner of said Lot 8, said point being 25.00 feet south of the centerline of Rudolph Street and 25.00 feet east of the centerline of 15th Street; thence on an assumed bearing of South 89° 07' 46" East, along the north line of said Lots 8 through 6, a distance of 73.78 feet to a point; thence South 24° 23' 39" East, a distance of 73.10 feet to a point of deflection; thence South 20° 14' 21" East, a distance of 51.36 feet to a point on the south line of said Lot 4, said point being 16.00 feet north of the south line of said Southwest Quarter; thence North 89° 02' 19" West along the south line of said Lots 4 through 8, said line being 16.00 feet north of and parallel with the south line of said Southwest Quarter, a distance of 121.20 feet to the southwest corner of said Lot 8; thence North 0° 16' 32" West, along the west line of said Lot 8, a distance of 113.85 feet to the Point of Beginning, containing a calculated area of 11,240 square feet (0.26 acres), more or less. And, also:

A portion of Lot "E", Tho's Ryan's Subdivision of Lot 10, located in the Southwest Quarter of Section 13, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Lot "E", said point being 25.00 feet north of the centerline of Rudolph Street and 25.00 feet east of the centerline of 15th Street; thence on an assumed bearing of North 0° 16' 32" West, along the west line of said Lot "E", a distance of 111.74 feet to the northwest corner of said Lot "E"; thence South 89° 16' 50" East along the north line of said Lot "E", a distance of 11.74 feet to a point; thence South 24° 23' 39" East, a distance of

123.56 feet to a point on the south line of said Lot "E"; thence North 89° 07' 46" West along the south line of said Lot "E", a distance of 62.24 feet to the Point of Beginning, containing a calculated area of 4,133 square feet (0.09 acres), more or less.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the *Grantee* and to *Grantee's* heirs and assigns forever.

And the *Grantor* does hereby covenant with the *Grantee* and with *Grantee's* heirs and assigns that *Grantor* is lawfully seised of said premises; that they are free from encumbrances, except easements and restrictions of record; that *Grantor* has good right and lawful authority to convey the same; and that *Grantor* warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this _____ day of _____, 20_____.

JOINT ANTELOPE VALLEY AUTHORITY

By: _____
Director

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 the Director of the **Joint Antelope Valley Authority, a joint administrative entity**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said entity by its authority.

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

(S E A L)

Notary Public