

**IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA**

MIKE HANSON PROPERTIES, LLC, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 DOUBLE D. INDUSTRIAL PARK, LLC, ) **COMPLAINT**  
 DOUBLE D. PROPERTIES, LLC, ANY )  
 OTHER PERSON OR ENTITIES WITH )  
 INTEREST IN 8550 WHITMORE )  
 CIRCLE, OMAHA, NE 68122 and )  
 DAVID E. DOLL, )  
 )  
 Defendants. )

COMES NOW, Plaintiff, Mike Hanson Properties, LLC, by and through its counsel, Matthew P. Saathoff of the firm The Saathoff Law Group, PC, LLO, and for its cause of action against Defendants, states as follows:

1. Plaintiff is a Nebraska Limited Liability Company, which is an organization created and existing by virtue of law and possesses an interest in the real property that is the subject of this lawsuit.
2. Defendant, Double D. Industrial Park, LLC, was never an organization created and never existed in the State of Nebraska.
3. Defendant, Double D. Properties, LLC, was a Nebraska Limited Liability Company, which was an organization created and existing by virtue of the law but is currently inactive as of June 2, 2015.
4. Defendants could include unknown persons or entities who may have an interest in 8550 Whitmore Circle, Omaha, NE 68122.
5. Defendant, David E. Doll, is a Nebraska citizen and signed several of the documents on behalf of the other Defendants to sell and transfer the real estate in question.

6. Jurisdiction and venue are proper in the District Court of Douglas County, Nebraska, because the property that is the subject of this suit is located in Douglas County, Nebraska.

7. On January 16, 2006, the Plaintiff and Defendant, Double D. Industrial Park, LLC, executed a Purchase Agreement wherein Plaintiff agreed to purchase and Defendant Double D. Industrial Park, LLC agreed to sell real estate in Douglas County, Nebraska. The said Purchase Agreement is attached hereto and incorporated by this reference as Exhibit A.

8. Exhibit A was executed by Defendant, David E. Doll, on behalf of Defendant, Double D. Industrial Park, LLC.

9. Exhibit A warrants “Seller shall have marketable title, in fee simple, to the Property, free from all exceptions ...”

10. The Real Property in question is legally described as:

**LOT 2, Double D. Industrial Park Replat, as surveyed, platted and recorded in Douglas County, Nebraska,** commonly known as 8550 Whitmore Circle, Omaha, NE 68122 (the “Property”).

11. Plaintiff made a \$50,000.00 down payment to Defendant, Double D. Industrial Park, LLC, and was signed for by Defendant, David E. Doll, on or about January 23, 2006.

12. Defendant, Double D. Industrial Park, LLC, produced a Buyers Closing Statement, which reflects the \$50,000.00 down payment and a remaining balance due of \$111,694.00, plus additional costs for prorated real estate taxes, title charges and recording fees. The said Buyers Closing Statement is attached hereto and incorporated by this reference as Exhibit B.

13. On or about January 31, 2006, the Plaintiff and Defendant, Double D. Industrial Park, LLC, and Defendant, David E. Doll, finalized the sale of the Property.

14. On or about January 31, 2006, Plaintiff paid Defendant, Double D. Industrial Park, LLC, the final consideration of \$112,401.50, which is outlined in Exhibit B.

15. There may be other persons or entities, if any, that may claim some right, title, interest in to the above-described real estate, the nature and extent of which is unknown to Plaintiff, but any and all such interest is inferior and subordinate to the interest and lien of Plaintiff herein and should be extinguished herein.

16. On or about February 8, 2006, Defendant, David E. Doll, executed a Warranty Deed transferring the title of the Property to the Plaintiff. The said Warranty Deed is attached hereto and incorporated by this reference as Exhibit C.

17. Exhibit C was filed with the Douglas County Register of Deeds on or about January 2, 2007.

18. Plaintiff has secured financing on the Property since it purchased the Property.

19. Plaintiff has paid all Real Estate Taxes, Insurance and other expenses on the Property since it purchased the same.

20. Plaintiff has invested significant time, energy and funds into the Property since it purchased the same.

21. Plaintiff has had actual possession of the Property since it purchased the same.

22. Plaintiff has had continuous possession of the Property since it purchased the same.

23. Plaintiff has had open and notorious possession of the Property since it purchased the same.

24. Plaintiff has had exclusive possession of the Property since it purchased the same.

25. Plaintiff, in good faith and belief, believed that it was the legal owner and had good title and ownership of the Property since it purchased the same.

### **COUNT I: QUIET TITLE**

26. Plaintiff restates those statements of fact and allegations that are set forth in paragraphs 1 through 25 as if fully set forth under herein.

27. To the extent Exhibits A, B, and C did not fully transfer the title and interest from the Seller to the Plaintiff, these interests are junior and inferior to Plaintiff's interest and are causing a cloud on title.

28. To the extent, any creditors or lien holders of Defendants, Double D. Industrial Park, LLC, Double D. Properties, LLC and/or David E. Doll, are attached to the Property, these interests are junior and inferior to the Plaintiff's interest and are causing a cloud on the title.

29. To the extent, any adjacent real estate to the Property is encroaching or interfering with the Plaintiff's use, enjoyment and title to the Property, these interests are junior and inferior to the Plaintiff's interest and are causing a cloud on the title.

WHEREFORE, Plaintiff respectfully requests that the potential interests in the Property of the Defendants be forever quieted and that they be forever barred from claiming any right, title, lien, or other interest in the Property, all other interests be extinguished, and for such other and further relief as the Court deems just and equitable.

### **COUNT II: ADVERSE POSSESSION**

30. Plaintiff restates those statements of fact and allegations that are set forth in paragraphs 1 through 29 as if fully set forth under herein.

30. Plaintiff has had actual and exclusive possession of the Property for more than ten (10) years continuously and its possession has been open and notorious.

31. Plaintiff, by and through Exhibits A, B, and C, believed in good faith that it was the legal owner of the property.

WHEREFORE, Plaintiff respectfully requests it be determined the owner of the Property and that any interests of the Defendants be forever quieted and that they be forever barred from claiming any right, title, lien, or other interest in the Property, all other interests be extinguished and for such other and further relief as the Court deems just and equitable.

Dated this 8<sup>th</sup> day of March, 2019.

MIKE HANSON PROPERTIES, LLC, Plaintiff,

By: *s/ Matthew P. Saathoff*

Matthew P. Saathoff #24321  
The Saathoff Law Group, PC, LLO  
14707 California Street, Suite #1  
Omaha, NE 68154  
(402) 333-8488 T  
(402) 333-8020 F  
*Counsel for Plaintiff*

## PURCHASE AGREEMENT

THIS AGREEMENT, effective as of the date provided below, is made by and between Double D Industrial Park, L.L.C., ("Seller") and Mike Hanson Properties L.L.C. ("Buyer").

IN CONSIDERATION OF THE PAYMENT OF THE SUM OF \$50,000.00 as earnest money which has been paid to Seller and in part payment of the total purchase price, 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:

Address: 8550 Whitmore  
Omaha, Nebraska 68122

Legal Description: LOT 2, BLOCK 0000, DOUBLE D INDUSTRIAL PARK REPLAT,  
as surveyed, platted and recorded in Omaha, Douglas County,  
Nebraska.

1. Total purchase Price and Method of Payment. The total purchase price shall be \$161,694.00:
  - (a) \$50,000.00 (earnest money previously paid to seller as evidenced by the receipt attached).
  - (b) \$111,694.00 in cash at closing;
2. Deed. Seller shall convey the Property by general warranty deed free and clear of all mortgages, liens and other encumbrances, except easements, covenants, and restrictions of record.
3. Closing and Possession. Closing shall occur on or before January 31, 2006. Seller shall grant Buyer possession at closing.
4. Seller's Representations and Warranties. Seller represents and warrants the following to Buyer, acknowledges that Buyer is relying on the truth thereof, and agrees that (i) the representations and warranties shall be true as of the closing date and shall survive the closing, (ii) they shall not be affected by any inspection which Buyer may conduct, and (iii) seller shall defend, indemnify and hold harmless Buyer from any and all loss or liability resulting from breach:
  - a. There are no unpaid bills for materials or labor furnished for the

construction or repairs or improvements to the Property which could cause a construction lien to appear of record after the closing.

b. There have been no public improvements affecting the Property that could cause a special property assessment to appear of record after the closing.

c. To the best of seller's knowledge, there are no material encroachments from adjacent lands onto the Property, and there are no material encroachments onto adjacent lands.

5. Conditions to Buyer's Obligation to Close Buyer's obligation to close the purchase is subject to the fulfillment of all of the following conditions:

a. Seller shall have performed all of seller's agreements required to be performed prior to closing.

b. All representations and warranties of Seller shall be true and complete in all material respects as of the closing date.

c. Seller shall have marketable title, in fee simple, to the Property, free from all exceptions (including without limitation any liens, encumbrances, and special taxes levied or assessed) other than the following Permitted Exceptions: (i) building and use restrictions and covenants of record which do not interfere with the current use of the Property; (ii) utility easements not exceeding ten (10) feet in width along the perimeter of the Property; (iii) the lien for taxes not yet due and payable; and (iv) liens and encumbrances of an ascertainable amount which may be removed by the payment of money at closing and which Seller may remove at that time by using a portion of the purchase price, including depositing same with the title insurance company described in this Agreement as escrow agent for seller, pending removal or release of such liens and encumbrances

d. Buyer shall have obtained a first mortgage loan in an amount not to exceed \$550,000.00, with interest thereon at a rate not to exceed 8% per annum for a term not to exceed 30 years. Buyer shall apply for the loan within ten (10) days after the effective date of this Agreement. If Buyer has not obtained such loan by the end of the closing period described in paragraph 3, this Agreement shall be void and cancelled, unless each party agrees in writing to extend the time for closing. If the Agreement is cancelled, Buyer's earnest money deposit shall be refunded.

6. Title Insurance. Within ten (10) days after the date of issue of Buyer's loan commitment, Buyer shall furnish Seller a title insurance commitment from a title insurance company approved by Seller, and a legible copy of each exception referred to in the commitment. If the title commitment discloses any exceptions other than standard printed exceptions or Permitted Exceptions, Seller shall obtain removal of same. If Seller has not obtained removal of the non-permitted exceptions by the time set for closing, the time for closing shall automatically be extended until removal, or until Buyer notifies Seller, in writing, of cancellation of this Agreement. In that case this Agreement shall be void, and Buyer's earnest money deposit shall be refunded. At the closing Seller shall furnish the title company with an affidavit and indemnity agreement in such form as the title company may reasonably prescribe.
7. Taxes, Costs and Expenses. Real estate taxes which become delinquent in the year of closing shall be prorated to the date of closing. Seller shall pay all prior taxes and special assessments. Seller's costs shall include the cost of one-half of the title insurance and escrow charges, the cost of preparing and recording any instruments necessary to remove any exceptions to title, the cost of treatment required to obtain a termite warranty, and documentary revenue on the conveyance. Buyer's cost shall include the cost of examination of the title revealed by the title insurance commitment, the cost of any inspections (including termite inspection) or surveys, the cost of recording the deed, and the cost of one-half of the title insurance and escrow charges.

DATE:

January 16, 2006

BUYER:

Mike Hanson Properties L.L.C.  
Mike Hanson Properties L.L.C.

By: Michael Hanson President  
Title



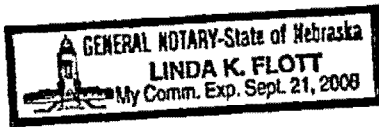
STATE OF NEBRASKA )

: ss.

COUNTY OF DOUGLAS )

On this 16<sup>th</sup> day of January, 2006, before me, a Notary Public in and for said county, personally came Mike Hanson to me personally known to be the identical persons whose names are affixed to the foregoing instrument as owners or vendors and they acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska on the day last above written.



Linda K Flott  
Notary Public

RECEIPT

RECEIVED FROM Mike Hanson the sum of \$50,00.00 to apply on 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 or vendors of said premises within the time hereinafter specified, or that in the event there are any legal defects in the title which cannot be cured after said buyers 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 buyers to consummate the purchase, the owners or vendors 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 not an acceptance of the above offer, it being understood that the above proposition is taken subject to the written approval and acceptance by the owner on or before January 23, 2006.

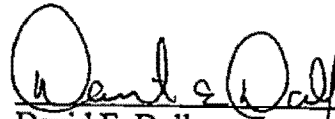
Double D Industrial Park, L.L.C.

By: David E. Doll  
David E. Doll Title

ACCEPTANCE

Omaha, Nebraska

I, David E. Doll, as President of Double D Industrial Park, LLC hereby accept the proposition above-written, on the terms stated and agree to deliver and convey said premises and perform all the terms and conditions set forth.



David E. Doll

Date

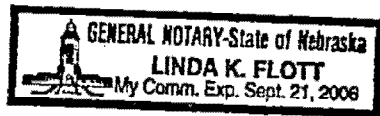
STATE OF NEBRASKA )

: ss.

COUNTY OF DOUGLAS )

On this 16<sup>th</sup> day of January, 2006, before me, a Notary Public in and for said county, personally came David E. Doll to me personally known to be the identical persons whose names are affixed to the foregoing instrument as owners or vendors and they acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska on the day last above written.



  
Notary Public

**BUYERS CLOSING STATEMENT**

	<u>Debit</u>	<u>Credit</u>
<b>Contract Sales Price Balance Due</b> (\$161,694.00 – Less \$50,000.00 Deposit Paid)	111,694.00	
<b><u>Disbursements Paid By Borrower:</u></b>		
County Real Estate Taxes Prorated (41 days @ \$1.3507 per day)		55.38
<b><u>Title Charges:</u></b>		
Document Closing Fee to Pinnacle Bank	100.00	
Title Insurance Buyers ½ of total \$1,105.00	552.50	
<b><u>Recording Fees/Transfer Charges</u></b>		
Filing Fees – Deed of Trust Filing	55.00	
Subtotal	112,401.50	55.38
Balance Due From Buyer		112,346.12
Totals	<u>112,401.50</u>	<u>112,401.50</u>

**Mike Hanson Properties, L.L.C**

By: Michael L. Hanson  
Michael L. Hanson, Member – Manager

**EXHIBIT B**



DEED 2007000206



JAN 02 2007 09:50 P 1

Nebr Doc  
Stamp Tax

01-02-07  
Date

\$264.50

By *J*

M

Received - DIANE L BATTIATO  
Registrar of Deeds, Douglas County, NE  
1/2/2007 09:50:27.80



2007000206

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Double D Industrial Park, L.L.C., herein called the GRANTOR, whether one or more, in consideration of One Dollar and other good and valuable consideration, received from GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto Mike Hanson Properties, L.L.C., herein called the GRANTEE whether one or more, the following described real property:

**Lot 2, Double D Industrial Park Replat, as surveyed, platted and recorded in Douglas County, Nebraska.**

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 successors and assigns forever.

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those encumbrances, easements, restrictions and covenants of record.

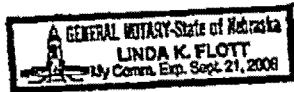
That GRANTOR has good right and lawful authority to convey the same; and that GRANTOR warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

EXECUTED: February 8, 2006.

*David E. Doll*  
David E. Doll, Member

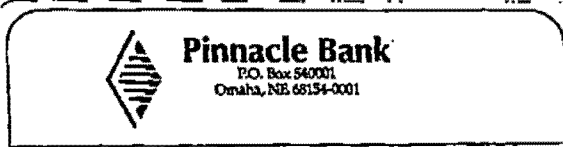
STATE OF NEBRASKA )  
                                  )ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this <sup>8<sup>th</sup></sup> day of February, 2006, by David E. Doll, the managing Member of Double D Industrial Park, L.L.C., on behalf of the company, and acknowledged the execution thereof as his free and voluntary act and deed.



*Linda K. Flott*  
Notary Public

Return to:



FEE 55 FB 00-09523  
BKP \_\_\_\_\_ C/O \_\_\_\_\_  
REL \_\_\_\_\_ SCW \_\_\_\_\_ FV \_\_\_\_\_

0004734 EXHIBIT C