

RESOLUTION NUMBER 7754

WHEREAS, Evalyn M. Fitzwater, Trustee of the Evalyn M. Fitzwater Living Trust u/a dated December 5, 1991 ("Evalyn"), owns Quonset No. 6, which is located upon property leased from the City of Beatrice, Nebraska (the "Lease"); and

WHEREAS, Evalyn desires to assign all of her right, title, and interest in and to Quonset No. 6 to Scott W. Fitzwater, Pamela S. Johansen, and Todd B. Fitzwater (the "Assignment"); and

WHEREAS, the Assignment transfers only Evalyn's ownership interest in Quonset No. 6, and does not transfer any of her leasehold interest in the Lease; and

WHEREAS, the Mayor and City Council for the City of Beatrice, Nebraska desire to consent to the transfer of Evalyn's ownership interest in Quonset No. 6.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Council for the City of Beatrice, Nebraska hereby consent to the assignment of Evalyn M. Fitzwater's, Trustee of the Evalyn M. Fitzwater Living Trust u/a dated December 5, 1991, right, title, and interest in and to Quonset No. 6 to Scott W. Fitzwater, Pamela S. Johansen, and Todd B. Fitzwater. A copy of said Assignment, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 6th day of April, 2026.

Attest:


Erin Saathoff, MMC, City Clerk


Robert Morgan, Mayor

Exhibit "A"

ASSIGNMENT OF IMPROVEMENT ON LEASED LAND

THIS ASSIGNMENT OF IMPROVEMENT ("Assignment") is made and entered into effective as of the ___ day of _____, 2025, by and between Evalyn M. Fitzwater, Trustee of the Evalyn M. Fitzwater Living Trust u/a dated December 5, 1991 ("Assignor"), and Scott W. Fitzwater, Pamela S. Johnson, and Todd B. Fitzwater (collectively, "Assignees").

1. **Assignment of Improvement Only.** Assignor hereby assigns, transfers, and conveys to Assignees all of Assignor's right, title, and interest in and to the following improvement located on the real property described in Exhibit A (the "Premises"): A quonset hut, together with all components, fixtures, and appurtenances owned by Assignor (the "Improvement").

2. **No Assignment of Lease.** This Assignment transfers only the Improvement. Nothing in this Assignment shall be construed as an assignment, transfer, delegation, or conveyance of Assignor's leasehold interest, any rights under the lease pertaining to the Premises ("Lease"), or any obligations owed by Assignor to the landlord under the Lease. Assignor remains the tenant under the Lease, and Assignees acquire no leasehold or tenancy rights by virtue of this Assignment.

3. **Access Rights.** Assignor grants Assignees the temporary and non-exclusive right to enter upon the Premises at reasonable times for the limited purpose of inspecting, maintaining, repairing, or removing the Improvement. This right is personal to the Assignees and does not create any real property interest or tenancy.

4. **Responsibilities of Assignees.** Assignees shall be responsible for any removal of the Improvement (if removed), repairing any damage to the Premises caused by such removal, and complying with any applicable requirements of the Lease concerning restoration of the Premises.

5. **"As-Is" Transfer.** The Improvement is transferred in its existing "AS-IS, WHERE-IS" condition, with no representations or warranties of any kind, express or implied, except as expressly contained in this Assignment.

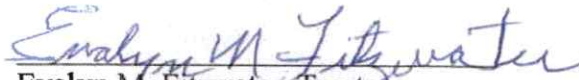
6. **Indemnification.** Assignees agree to indemnify and hold Assignor harmless from any claims, liabilities, damages, or costs arising out of Assignees' ownership, use, maintenance, or removal of the Improvement.

7. **Further Assurances.** The parties agree to sign and deliver such additional documents as may reasonably be required to accomplish the purposes of this Assignment.

8. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.


ASSIGNOR:

Evalyn M. Fitzwater, Trustee
of the Evalyn M. Fitzwater Living Trust
u/a dated December 5, 1991


Evalyn M. Fitzwater, Trustee

ASSIGNEES:


Scott W. Fitzwater


Pamela S. Johansen
Johansen


Todd B. Fitzwater

Title	Assignment of Improvement.pdf
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Document History



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VIEWED

03 / 27 / 2026

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IP: 108.243.126.254



SIGNED

03 / 27 / 2026

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