

RESOLUTION NUMBER 7847

A resolution authorizing the Mayor and City Clerk to enter into a lease with JEK Investments, LLC, a Nebraska limited liability company, for the following real estate described as:

All of Lot Three (3), Block Thirty (30), together with the vacated North Half of the East/West alley located in said Block Thirty (30) adjacent to said Lot Three (3), Wittenberg Addition to the City of Beatrice, Gage County, Nebraska, except that part conveyed to the State of Nebraska Department of Roads in Warranty Deed recorded in Deed Book 238, Page 496,

for the purpose of constructing and operating a pump track.

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

SECTION 1. That the Mayor and City Clerk be and hereby are authorized to enter into a lease between the City of Beatrice, Nebraska and JEK Investments, LLC, for the purpose of constructing and operating a pump track. A copy of said Lease Agreement, 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 That all resolutions or parts of resolutions in conflict are hereby repealed.

PASSED AND APPROVED this 21st day of September, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

LEASE

This Agreement is made this 21st day of September, 2026, by and between JEK Investments, LLC, a Nebraska limited liability company, hereinafter referred to as "Lessor", and the City of Beatrice, Nebraska, a municipal corporation, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, a pump track is being constructed on property owned by the Lessor; and

WHEREAS, Lessor and Lessee desire to work together to ensure that said pump track is open to all members of the public; and

WHEREAS, Lessee and Lessor determined it would be in the best interest of the community for Lessee to lease the portion of real estate where said pump track is being constructed.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Leased Premises.** Lessor, for the rents and upon the covenants and conditions hereinafter stipulated, does hereby lease unto Lessee the real estate legally described as:

All of Lot Three (3), Block Thirty (30), together with the vacated North Half of the East/West alley located in said Block Thirty (30) adjacent to said Lot Three (3), Wittenberg Addition to the City of Beatrice, Gage County, Nebraska, except that part conveyed to the State of Nebraska Department of Roads in Warranty Deed recorded in Deed Book 238, Page 496 (the "Leased Premises").

2. **Term.** The lease shall be for a term of one (1) year and shall commence on the 1st day of September, 2026 and shall terminate on the 31st day of August, 2027. This Lease shall automatically renew for another one (1) year term unless the Lease is terminated pursuant to Section 11 or Section 12 of this Lease.

3. **Purpose.** The purpose of this Lease is for Lessor and Lessee to work together to construct and operate a pump track located on the Leased Premises.

4. **Payment.** Lessee agrees to pay to Lessor, as rent for such Leased Premises, the amount of One Dollar (\$1.00) per year for the term of the lease.

5. **Laws and Regulations.** Lessee agrees to comply with all laws, orders, ordinances, and other requirements now or hereinafter affecting said premises when in use thereof and shall save and hold Lessor harmless from expenses and damages resulting from the failure to do so.

6. **Maintenance and Operations.** Lessee accepts the premises "as is" based upon a personal inspection and investigation thereof. No other representations or warranties of condition are given other than as expressed in this Lease. Alterations, additions, or installation

of fixtures, to or upon the premises shall be at Lessee's cost and then only with prior written permission of the Lessor. Lessor shall provide any lawn care maintenance as required on the above-described real estate.

7. Utilities and Insurance. Lessee does not require the use of water, electric, sewer, garbage, or other utility service from the Lessor. The Lessor makes no guarantees pursuant to this agreement about their subsequent availability. Should utilities later be needed, all water, sewer, electricity utility expenses, and garage sanitation removal shall be the responsibility of and shall be paid by Lessor. The Lessee shall be responsible for continuously maintaining adequate insurance against loss or damage by fire or other causes of the personal property or fixtures owned by Lessee. Lessee shall file certificates of this insurance with the Lessor as requested by Lessor. Lessee agrees to indemnify Lessor against all expenses, liabilities and claims of every kind by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this Lease, or (2) any personal injury or property damage happening on or about the leased premises.

8. Relationship. The parties intend, understand, and agree that the relationship between them is that of landlord and tenant under a commercial lease, and Lessee specifically acknowledges that all statutory proceedings provided by the law of the State of Nebraska applicable to the relationship of commercial landlord and tenant and the remedies accruing to the landlord on default of the tenant as to collection of rent or repossession of the Leased Premises, accrue to the Lessor hereunder, regardless of the length of the term of this Lease.

9. Liens. Lessee will not permit any mechanic's or other liens for work, services or materials, to attach to the Leased Premises or to any portion thereof; and if any such liens shall be filed or shall attach, Lessee will pay and satisfy the same or get the liens canceled in such manner as may be prescribed by law at the time of such filing or attachment.

10. Inspection. Lessor, or its representatives, shall have the right to inspect the leased premises at all reasonable times and to enter such premises for the purpose of performing such maintenance and repairs that are the responsibility of the Lessor under this Lease.

11. Breach & Cure. Failure of either party to this Lease to abide by any provision set forth herein shall constitute a breach of this Agreement. In such event, the non-breaching party may provide written notice to the breaching party describing the breach. The breaching party shall rectify, cure, or refute within thirty (30) calendar days. If the breaching party fails to rectify, cure, or refute within thirty (30) calendar days, the non-breaching party may terminate this agreement without notice.

12. Termination. In addition to the termination proceedings set forth in Section 11, Lessee and Lessor each have the right to terminate this Lease by giving sixty (60) calendar days written notice to the other party. Upon damage to the premises to such an extent that the premises are no longer usable for the purposes intended, this Lease may be immediately terminated by either party. Upon termination of this Lease, Lessee shall remove all of its personal property and shall return the premises to Lessor in as good a condition as at the inception of this Lease, reasonable wear and tear accepted. All additions to the premises, alterations to the

premises and fixtures installed shall be the property of the Lessor and shall not be removed by the Lessee.

13. Subleasing/Rental. Lessee shall not sublease or rent the whole or any part of said leased premises. The Lessee may not assign, transfer, pledge or mortgage or otherwise encumber this Lease or any portion thereof, during the term of this Lease.

14. Limitation to Described Purpose. Lessee shall not use, or permit the Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premises are hereby leased and no use shall be made or permitted to be made of the Leased Premises, or acts done, which would cause a cancellation of any insurance policy of Lessor covering the premises, or any part thereof. In no event and at no time shall any part of the Leased Premises be planted to cultivated row crops or other agricultural crops.

15. Right to Lease. Lessor covenants that Lessor is seized of the leased premises in fee simple and has full right to make this Lease.

16. Governmental Compliance. Lessee shall at all times keep the leased premises in a safe, clean, nuisance-free condition to comply in all respects with all government, health, fire and law enforcement requirements and regulations.

17. Assignment. Any sale or mortgage of Lessor's interest in the leased premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or pledge this Lease or any interest thereon without the prior express written approval of the Lessor.

18. Alterations and Improvements. Lessee shall not make any alterations or improvements to the leased premises without the prior express written consent of Lessor. On the expiration of this Lease, or sooner termination thereof, Lessee shall, at its own expense, remove all alterations and other improvements and restore the leased premises to the condition they were in prior to the making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.

19. Waiver. No forbearance to enforce the breach of any of the promises or covenants of this Lease shall be construed as a waiver of any succeeding breach of the same or any other covenant herein.

20. Severability. If any paragraph or part thereof of this Lease shall be determined to be invalid, illegal or inoperative for any reason by a court of competent jurisdiction then the remaining parts, so far as possible, shall be effective and fully operative.

21. Governing Law. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

22. Notices. Any Notice provided for or concerning this Lease shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

Lessor: JEK Investments, LLC
ATTN: Eric Kielian
719 Market Street
Beatrice, NE 68310

Lessee: City of Beatrice
ATTN: City Attorney
400 Ella Street
Beatrice, NE 68310

23. Covenants. The terms, promises and conditions of this Lease are covenants running with the land leased herein and shall inure to the benefit of and shall bind and be obligatory upon the successors and assigns of the Lessor and the Lessee.

24. Attorney Fees. In the event that any action is filed in relation to this Lease, each party shall pay their own attorney fees.

25. Modification of Lease. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

26. Taxes. Lessor shall pay all taxes and assessments with respect to the Leased Premises of any sort whatsoever that shall become due and payable or assessed, including all real estate taxes and all personal property taxes for the year 2026 and thereafter.

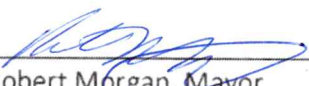
27. Captions. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

28. Entire Lease. This instrument contains the entire lease of the parties as of this date, and the execution hereof has not been induced by either party by any representations, promises or understandings not expressed herein. There are no collateral leases, stipulations, promises or undertakings that are not expressly contained herein or incorporated herein by specific reference.

JEK Investments, LLC, a Nebraska
limited liability company, Lessor

City of Beatrice, Nebraska,
a municipal corporation

By: 
Eric Kielian, Member

By: 
Robert Morgan, Mayor

Attest:

Erin Saathoff, City Clerk