

RESOLUTION NUMBER 7855

WHEREAS, the City of Beatrice has received an offer to buy certain real estate in said City from Beatrice Scrap Processing, Inc., a Nebraska corporation ("Purchaser"); and

WHEREAS, as consideration for the sale of said real estate, Purchaser has agreed to pay the City of Beatrice the amount of Nine Thousand Five Hundred Dollars (\$9,500.00); and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to enter into a Contract for Sale of Real Estate with Purchaser.

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

SECTION 1. That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Sale of Real Estate and all necessary documents to transfer the following described real estate, pursuant to the terms, conditions, and contingencies contained in the Contract for Sale of Real Estate, to Beatrice Scrap Processing, Inc.:

That portion of the vacated alleyway lying between Lots One (1), Two (2), Three (3), Four (4), Nine (9), Ten (10), Eleven (11), and Twelve (12), all in Block Ninety-Three (93), Original Town, now City of Beatrice, Gage County, Nebraska,

EXCEPT that portion of the right of way of the abandoned Beatrice Branch of the Union Pacific Railroad Company, as originally constructed and operated as said Beatrice Branch extends in a southerly direction from the Lancaster/Gage County Line in, over, and across the following legal subdivision:

Block Ninety-Three (93), Original Town, now City of Beatrice, Gage County, Nebraska, as conveyed by that certain deed dated February 27, 2002, from Union Pacific Railroad Company to Nebraska Trails Foundation, Inc. recorded on March 7, 2002, as Instrument No. 2002-1058 in the Gage County Register of Deeds Office.

TOGETHER WITH

A parcel of land located in Section Township 4 North, Range 6 East of the P.M., City of Beatrice, Gage County, Nebraska, being that portion of Lots Eleven (11) and Twelve (12), Block Ninety-Three (93), according to the original survey and recorded plat thereof, which lies to the east of Grantor's Spur Track #9, as the

same is laid out and located and as shown on Exhibit "A" attached hereto and incorporated herein by reference.

A copy of said Contract for Sale of Real Estate, marked as Exhibit "A", is attached hereto and incorporated herein by this reference.

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 That all resolutions or parts of resolutions in conflict here with are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 21st day of September, 2026.

Attest:

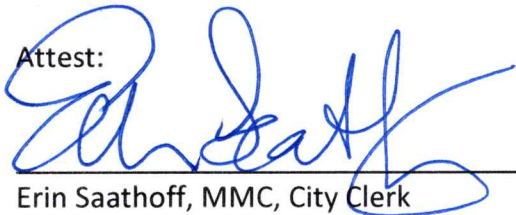
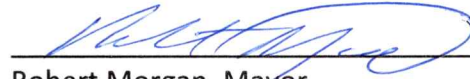

Erin Saathoff, MMC, City Clerk
Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this 21st day of September, 2026, by and between City of Beatrice, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Seller", and Beatrice Scrap Processing, Inc., a Nebraska corporation, hereinafter referred to as "Buyer";

WITNESSETH:

WHEREAS, Seller is the owner of the real estate hereinafter described, which real estate Buyer desires to purchase, and the parties have reached an agreement with respect to the terms and conditions of the sale of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. LEGAL DESCRIPTION: Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

That portion of the vacated alleyway lying between Lots One (1), Two (2), Three (3), Four (4), Nine (9), Ten (10), Eleven (11), and Twelve (12), all in Block Ninety-Three (93), Original Town, now City of Beatrice, Gage County, Nebraska,

EXCEPT that portion of the right of way of the abandoned Beatrice Branch of the Union Pacific Railroad Company, as originally constructed and operated as said Beatrice Branch extends in a southerly direction from the Lancaster/Gage County Line in, over, and across the following legal subdivision:

Block Ninety-Three (93), Original Town, now City of Beatrice, Gage County, Nebraska, as conveyed by that certain deed dated February 27, 2002, from Union Pacific Railroad Company to Nebraska Trails Foundation, Inc. recorded on March 7, 2002, as Instrument No. 2002-1058 in the Gage County Register of Deeds Office.

TOGETHER WITH

A parcel of land located in Section Township 4 North, Range 6 East of the P.M., City of Beatrice, Gage County, Nebraska, being that portion of Lots Eleven (11) and Twelve (12), Block Ninety-Three (93), according to the original survey and recorded plat thereof, which lies to the east of Grantor's Spur Track #9, as the same is laid out and located and as shown on Exhibit "A" attached hereto and incorporated herein by reference,

subject to easements and restrictions of record, herein "the Premises".

2. PURCHASE PRICE: The purchase price shall be Nine Thousand Five Hundred Dollars (\$9,500.00) payable as follows:

\$9,500.00 shall be due unto the Seller on the date of closing, in the form of a Cashier's Check or Cash.

3. IMPROVEMENTS: There are no improvements upon the above-described real estate.

4. UTILITY EASEMENT: Buyer acknowledges and agrees that this transaction is contingent upon Buyer providing Seller a perpetual, non-exclusive general utility easement prior to or upon closing.

5. RISK OF LOSS: Seller shall bear all risks including but not limited to liability on said property until the time of closing.

6. TAXES AND ASSESSMENTS: Real estate taxes for 2025 (due in 2026) and all prior years shall be paid by Seller. All future years shall be paid by Buyer.

7. POSSESSION: Buyer shall be entitled to full possession at the time of Closing.

8. MARKETABLE TITLE: Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record. Seller shall furnish unto Buyer a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Seller, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Seller at or prior to closing. Seller and Buyer shall evenly split the cost of title insurance.

9. EXCISE TAX/FILING FEES: No documentary stamp tax shall be levied upon the filing of said Deed. Buyer shall pay all filing fees associated with the filing of the Warranty Deed.

10. ESCROW: The Seller will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Buyer.

11. ESCROW AGENT: Seller and Buyer hereby appoint Taylor Rivera as Escrow Agent pursuant to the terms of this agreement, to do the following:

(a) to receive and execute a copy of this agreement, the deed from the Seller to the Buyer, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.

(b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.

(c) to deliver the deed to the Buyer at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive all payments from Buyer to Seller under this agreement, and receive any funds required with the obligation of Seller herein.

(e) to pay all costs associated with this transaction, including abstracting, title insurance

premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.

(f) to collect a closing fee of \$0.00, which shall be paid by Buyer.

(g) to remit unto Seller all sums to Seller, after deducting any sums required to be paid as set forth herein.

12. CLOSING: The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 o'clock a.m., on or before October 8, 2026. At the time of closing, Seller shall deliver to Buyer the Warranty Deed and Real Estate Transfer Statement in exchange for the payment of the balance of the purchase price due from Buyer to Seller in the form of a Cashier's Check or Cash.

13. WAIVER: A waiver by the Seller of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

14. DEFAULT: Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Buyer shall fail to complete the payment of the purchase price as hereinabove set forth or fail to keep any of the other requirements to be kept by Buyer, then Seller may declare default.

15. NOTICES: Notices to Seller shall be given to Seller, c/o Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

Notice to Buyer shall be sent to 301 Market Street, Beatrice, NE, 68310.

16. ASSIGNABILITY: This Contract may not be assigned by the Buyer. Buyer may not sell the real estate without the consent of Seller until all terms of this Agreement are satisfied.

17. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA): Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

18. BINDING EFFECT: This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

19. MISCELLANEOUS: The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine.

20. INTEREST: It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Buyer to Seller.

21. WARRANTIES AND REPRESENTATIONS: Buyer purchases the premises "as is", based upon the Buyer's own inspection of the premises, and no warranties, express or implied have been given by Seller as to the condition of the same, the same being expressly denied.

22. SURVIVAL OF CONTRACT: Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Seller.

23. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

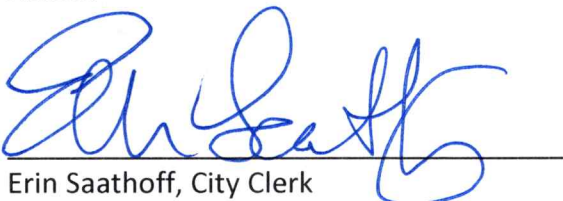
24. ENTIRE AGREEMENT: It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract For Sale of Real Estate.

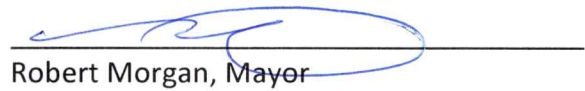
Beatrice Scrap Processing, Inc., a
Nebraska corporation, Buyer


Linda J. Catlin, President

Attest:

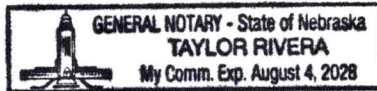

Erin Saathoff, City Clerk

CITY OF BEATRICE, NEBRASKA
A Nebraska Municipal Corporation, Seller


Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing Contract for Sale of Real Estate was acknowledged before me this 8th day of September, 2026, by Linda J. Catlin, President and authorized signatory of Beatrice Scrap Processing, Inc. as her voluntary act and deed on behalf of Beatrice Scrap Processing, Inc.

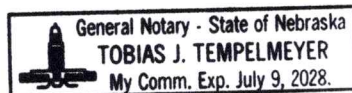




Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)

The foregoing Contract for Sale of Real Estate was acknowledged before me this 21 day of Sept, 2026, by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.





Notary Public

Space Above Reserved for Recording Information

Return to:
Taylor Rivera
City of Beatrice
400 Ella Street
Beatrice, NE 68310

GENERAL UTILITY & DRAINAGE EASEMENT

THIS INDENTURE, made this 21st day of September, 2026 between Linda J. Catlin, a single person, hereinafter referred to as "Grantor", and the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Grantee."

WITNESSETH:

That said Grantor in consideration of the sum of one dollar (\$1.00) and other valuable consideration, to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey and confirm unto said Grantee and its assigns forever, an easement for the right to access across, construct, reconstruct, perpetually maintain and operate underground electric power, waterline, sanitary sewer line, storm sewer line, telephone, fiber, Gas and cable TV, together with the necessary underground conduits, pipes, and/or manholes, with the right to enter said premises for the purpose of constructing, reconstructing, perpetually maintaining and operating said utilities under and across the property at the following location:

That portion of the vacated alleyway lying between Lots One (1), Two (2), Three (3), Four (4), Nine (9), Ten (10), Eleven (11), and Twelve (12), all in Block Ninety-Three (93), Original Town, now City of Beatrice, Gage County, Nebraska,

EXCEPT that portion of the right of way of the abandoned Beatrice Branch of the Union Pacific Railroad Company, as Originally constructed and operated as said Beatrice Branch extends in a southerly direction from the Lancaster/Gage County Line in, over, and across the following legal subdivision:

Block Ninety-Three (93), Original Town, now City of Beatrice, Gage County, Nebraska, as conveyed by that certain deed dated February 27, 2002, from Union Pacific Railroad Company to Nebraska Trails Foundation, Inc., recorded on March 7, 2002, as Instrument No. 2002-1058 in the Gage County Register of Deeds Office.

This easement is for the benefit of any contractor, agent, employee and representative of the Grantee and any of said access to City-owned utilities.

Said Grantor for itself does confirm with the said Grantee and their assigns, that, the Grantor is well seized in fee of the above-described property and that grantor has the right to grant and convey this easement in the manner and form aforesaid, and that grantor shall warrant and defend this easement to said Grantee and their assigns against the lawful claims and demands of all persons.

No buildings, improvements, or structures, shall be placed in, on, over or across said easement by the undersigned, their successors and assigns without express approval of Grantee.

Any trees, grass, crops or shrubbery placed on said easement shall be maintained by Grantor, its heirs, successors and assigns.

Said Grantee shall cause any trench made on aforesaid realty by the Grantee to be properly refilled and shall cause the premises to be left in a neat and orderly condition and resurface the premises to an equivalent surface existing on the premises prior to said trenching. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee and any of said construction work.

This easement shall be binding upon the heirs, executors, administrators, successors and assigns of the Grantor herein.

The consideration recited includes damages for change of grade, if any, and any and all claims for damages arising from change of grade or grading are hereby waived.

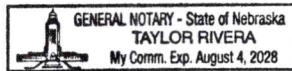
IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year first above written.

Linda J. Catlin, Grantor

Linda J. Catlin
Linda J. Catlin

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing General Utility Easement was acknowledged before me this 8th day of September, 2026, by Linda J. Catlin to be her voluntary act and deed.



[Signature]
Notary Public