

RESOLUTION NUMBER 7803

WHEREAS, Benjamin Prebyl, a single person, owns certain real property legally described as:

Lot Eleven (11), Block 60, Beatrice Original, Beatrice, Gage County, Nebraska, commonly known as 820 Market Street, Beatrice, Nebraska; and

WHEREAS, the City of Beatrice has been presented with the opportunity of acquiring said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to acquire said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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 Donation of Real Estate and all necessary documents to acquire the above-described real estate from Benjamin Prebyl, as set forth below contingent upon the City receiving clear, free and merchantable title in the above-described premises. A copy of said Contract for Donation of Real Estate, marked as Exhibit "A", is attached hereto and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract or the Contract shall be null and void.

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 That all resolutions or parts of resolutions in conflict here with are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 1st day of June, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR DONATION OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this 18th day of June, 2026, by and between, Benjamin Prebyl, a single person, hereinafter referred to as "Donor", and City of Beatrice, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Donee".

WITNESSETH:

WHEREAS, Donor is the owner of an interest in the real estate hereinafter described, which real estate Donee desires to receive from Donor, and the parties have reached an agreement with respect to the terms and conditions of the donation 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: Donor agrees to donate to Donee, and Donee agrees to receive from Donor, all under the terms and conditions hereinafter set forth, all right, title and interest in the following described real estate, to-wit:

Lot Eleven (11), Block 60, Beatrice Original, Beatrice, Gage County, Nebraska,

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

2. PAYMENT: In consideration of the donation made by the Donor, the Donee shall receipt the donation for the value of Four Thousand Nine Hundred Fifty Dollars (\$4,950.00), and provide written receipt to the Donor in a form sufficient for the Donor's needs.

3. IMPROVEMENTS: Any and all improvements located on or about the Premises shall be included as part of this donation. There are no warranties as to the condition of the improvements, and Donee is receiving the same as-is and no warranties have been made, express or implied, written or oral, the same being expressly disclaimed herein.

4. PERSONAL PROPERTY: Any and all personal property located in or on the Premises are included in the donation of said Premises. There are no warranties as to the condition of the personal property, and Donee is receiving the same as-is and no warranties have been made, express or implied, written or oral, the same being expressly disclaimed herein.

5. FIXTURES: Any and all fixtures located on or about the Premises shall be included as part of this donation. There are no warranties as to the condition of the fixtures, and Donee is receiving the same as-is and no warranties have been made, express or implied, written or oral, the same being expressly disclaimed herein.

6. LEASES: Prior to the date of closing, Donor shall disclose any and all effective leases affecting the Property, including the names, rights, and contact information of all tenants or parties in possession. Prior to, or on the date of closing, Donor shall assign any and all effective leases pertaining to the Property to Donee.

7. CONDEMNATION ACKNOWLEDGEMENT; AUTHORIZATION OF CONVEYANCE: Donor acknowledges and affirms that the house located on the Premises has been determined to be substandard and has been condemned by the Donee, as evidenced by the Certificate of Substandard Building recorded on September 21, 2021 in the Gage County Register of Deeds Office as Instrument No. 2021-3385. Donor represents that it has received notice of such determination and the implications thereof.

Donee hereby consents to and authorizes the conveyance of the Premises from Donor to Donee pursuant to the terms of this Agreement.

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

9. TAXES AND ASSESSMENTS: Donor shall pay all outstanding real estate taxes, including any and all outstanding delinquent real estate taxes and the real estate taxes for tax year 2025, payable in 2026, and all prior years. Real estate taxes for 2026, payable in 2027, and all future years shall be paid by Donee.

10. POSSESSION: Donee shall be entitled to full possession of the Premises at the time of Closing.

11. MARKETABLE TITLE: Donor shall furnish onto Donee a commitment for Title Insurance, with a Title Insurance Company chosen by Donee and authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in the Donor, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Donor at or prior to closing. Donee shall pay the cost of title insurance.

12. EXCISE TAX/FILING FEES: This transaction is exempt from documentary stamp tax pursuant to Neb.Rev.Stat. Section 76-902(2). Donee shall pay all filing fees associated with the filing of the Warranty Deed.

13. ESCROW: The Donor will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Donee. The Deed will be delivered to Donee by Escrow Agent at the time of closing and all payments or receipts due from Donee to Donor shall have been provided or paid in full.

14. ESCROW AGENT: Donor and Donee 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 Donor to the

Donee, 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 Donee 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 Donee to Donor under this agreement, and receive any funds required with the obligation of Donor 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 Donee.

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

The duties of the Escrow Agent shall be confined to the items specifically provided herein.

Should the Escrow Agent become aware of conflicting demands or claims with respect to the Escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected thereby, the Escrow Agent shall have the right to discontinue any further acts, until such conflict is resolved, and shall further have the right to commence or defend any action or proceedings for the determination of such conflict.

15. 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 office of City of Beatrice, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 o'clock a.m., on or before the earlier of June 19, 2026. At the time of closing, Donor shall deliver to Donee the Warranty Deed and Real Estate Transfer Statement.

16. DEFAULT: Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Donor shall fail to donate the Premises to Donee or fail to keep any of the other requirements to be kept by Donor, then Donee may declare default.

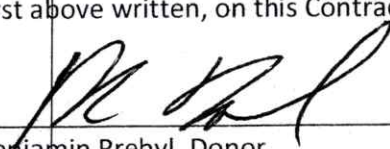
17. WAIVER: A waiver by the Donor of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

18. NOTICES: Notices to Donor shall be given to Benjamin Prebyl, 1925 Roland Clarke Pl., Apt. # 18, Reston, VA 20191-1437.

Notice to Donee shall be sent to Taylor Rivera, 400 Ella Street, Beatrice, NE 68310.

19. **REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA):** Donor and Donee 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.
20. **BINDING EFFECT:** This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.
21. **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. This agreement shall be executed in triplicate and each shall be considered an original.
22. **INTEREST:** It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Donee to Donor.
23. **WARRANTIES AND REPRESENTATIONS:** Donee accepts the Premises "as is", based upon the Donee's own inspection of the Premises, and no warranties, express or implied have been given by Donor as to the condition of the same, the same being expressly denied.
24. **SURVIVAL OF CONTRACT:** Donor and Donee hereby agree that the terms and conditions set forth in this Agreement, regarding Donor's future payments to Donee, shall survive closing.
25. **GOVERNING LAW:** This Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.
26. **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 Donation of Real Estate.



Benjamin Prebyl, Donor

MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: May 28, 2026

FROM: Taylor Rivera
City Attorney

FOR AGENDA OF: June 1, 2026

SUBJECT: Donation of Real Estate – Benjamin Prebyl

EXHIBIT(S): Contract

On September 21, 2021, the City caused to be filed a Certificate of Substandard Building for the house located on real estate commonly known as 820 Market Street, which is owned by Benjamin Prebyl. Prebyl has agreed to donate the property to the City. The City shall receipt the donation for the value of Four Thousand Nine Hundred Fifty Dollars (\$4,950.00).

