

**RESOLUTION NUMBER 7716**

**WHEREAS**, the City of Beatrice has received an offer to buy certain real estate in said City from Landmark Snacks, LLC, a Nebraska limited liability company (“Purchaser”); and

**WHEREAS**, as consideration for the sale of said real estate, Purchaser has agreed to pay the City of Beatrice the amount of Three Hundred Thirty-Six Thousand One Hundred Forty Dollars (\$336,140.00); 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 Landmark Snacks, LLC:


All of Lot One (1), Landmark Addition to the City of Beatrice, Gage County, Nebraska.

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**SECTION 2.** That all resolutions or parts of resolutions in conflict here with are hereby repealed.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 19<sup>th</sup> day of January, 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 19<sup>th</sup> day of January, 2026, by and between City of Beatrice, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Seller", and Landmark Snacks, LLC, a Nebraska limited liability company, 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:

All of Lot One (1), Landmark Addition to the City of Beatrice, Gage County, Nebraska,

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

**2. PURCHASE PRICE:** The purchase price shall be Three Hundred Thirty-Six Thousand One Hundred Forty Dollars (\$336,140.00) payable as follows:

\$336,140.00 shall be due unto the Seller on the date of closing, in the form of a Cashier's Check or Cash.

**3. CONTINGENCIES:** The sale is contingent upon Buyer receiving approval for financing to purchase the Premises and construct a 156,000 square foot building on the Premises. Said financing shall be subject to terms and conditions that are agreeable to Buyer. Buyer shall have until February 27, 2026 to secure financing suitability for the intended use of the Premises.

**4. IMPROVEMENTS:** This contains a barn that shall be considered part of the real estate and shall be sold to the Buyer.

**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 February 27, 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 PO Box 187, Beatrice, NE 68310.

**16. 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.

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

**18. 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.

**19. 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.

**20. 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.

**21. 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.

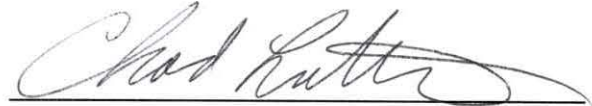
**22. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**23. 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.

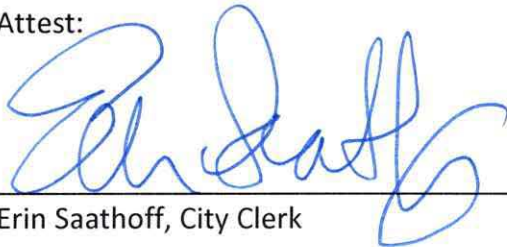
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract For Sale of Real Estate.

Chad Lottman, on behalf of  
Landmark Snacks, LLC, a Nebraska  
limited liability company, Buyer



Chad Lottman, Member

Attest:



Erin Saathoff, City Clerk

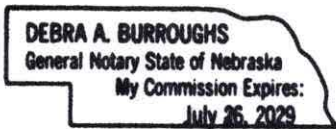
CITY OF BEATRICE, NEBRASKA  
A Nebraska Municipal Corporation, Seller



Robert Morgan, Mayor

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF GAGE                )

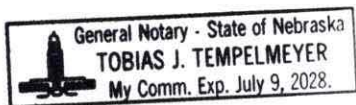
The foregoing Contract for Sale of Real Estate was acknowledged before me this 15 day of January, 2026, by Chad Lottman, Member of Landmark Snacks, LLC, as his voluntary act and deed on behalf of Landmark Snacks, LLC.



Notary Public

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF GAGE                )

The foregoing Contract for Sale of Real Estate was acknowledged before me this 19<sup>th</sup> day of January, 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