

**RESOLUTION NUMBER 7279**

**WHEREAS**, Lynn D. Reiff, Trustee of the Lynn D. Reiff Revocable Trust, dated February 14, 2017, and Lynnette G. Reiff, Trustee of the Lynnette G. Reiff Revocable Trust, dated February 14, 2017, own certain real property legally described as:

A parcel of land located in Section 33, 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; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to acquire said 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:

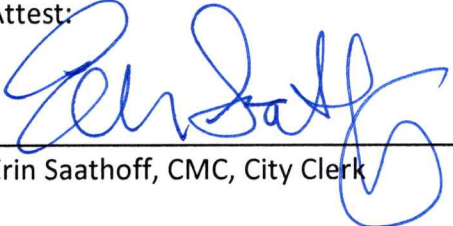
**SECTION 1.** That the Mayor, City Clerk, and City Attorney be and are authorized to sign the Contract for Sale of Real Estate and any and all necessary documents to acquire of the above-described real estate from Lynn D. Reiff, Trustee of the Lynn D. Reiff Revocable Trust, dated February 14, 2017, and Lynnette G. Reiff, Trustee of the Lynnette G. Reiff Revocable Trust, dated February 14, 2017, in exchange for Nine Thousand Five Hundred Dollars (\$9,500.00). A copy of said Contract for Sale of Real Estate is attached hereto as Exhibit "B" 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 for Sale of Real Estate or the Contract for Sale of Real Estate shall be null and void.



**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 15<sup>th</sup> day of April, 2024.

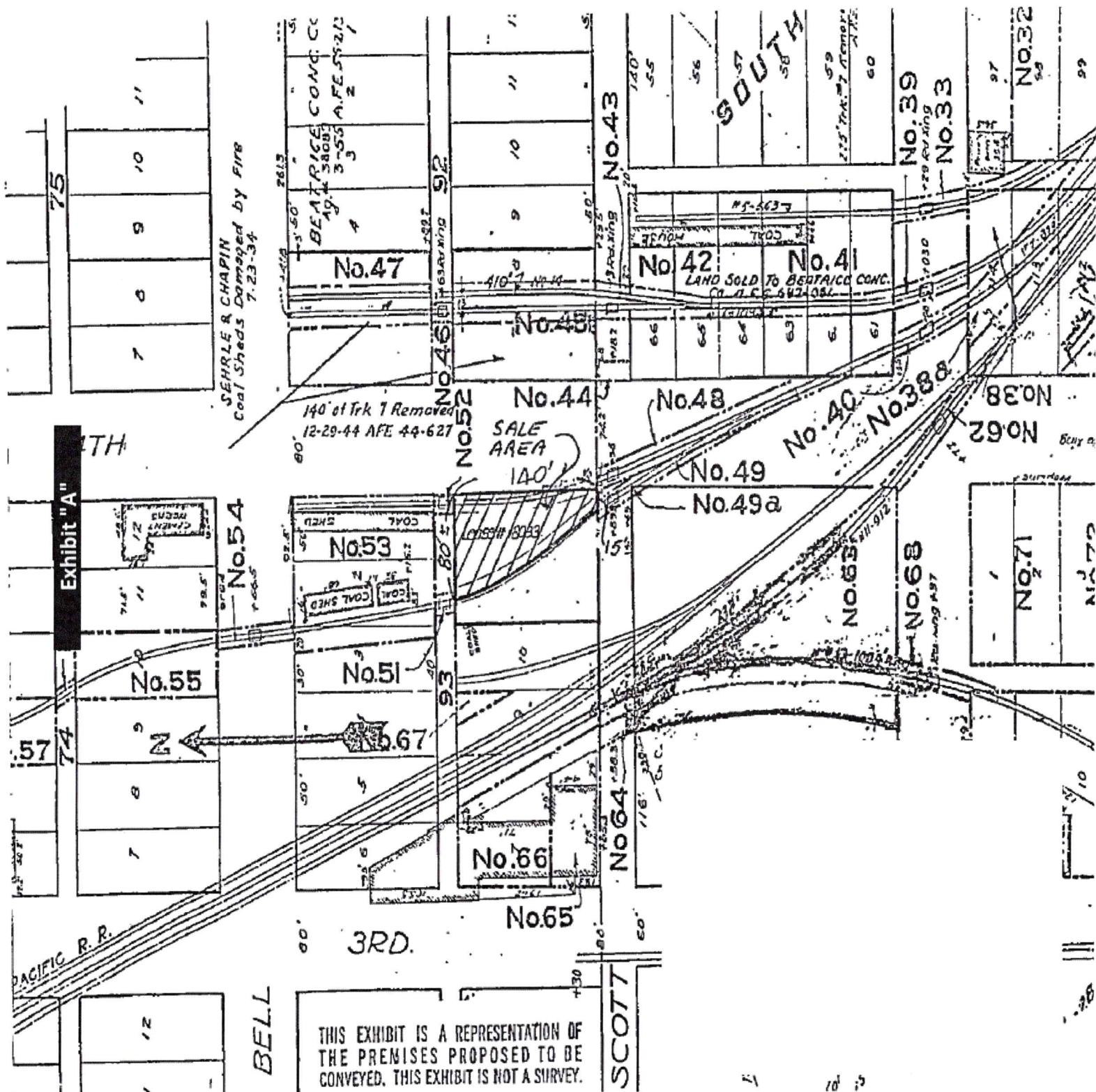
Attest:

  
Erin Saathoff, CMC, City Clerk

  
Mike McLain, Acting Mayor



Exhibit "A"





CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this 15<sup>th</sup> day of April, 2024, by and between Lynn D. Reiff, Trustee of the Lynn D. Reiff Revocable Trust, dated February 14, 2017, and Lynnette G. Reiff, Trustee of the Lynnette G. Reiff Revocable Trust, dated February 14, 2017, hereinafter collectively referred to as "Seller", and the City of Beatrice, Nebraska, a Municipal 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:

A parcel of land located in Section 33, 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.

**2. PURCHASE PRICE:** The purchase price shall be Nine Thousand Five Hundred Dollars (\$9,500.00) being due and payable from Buyer to Seller on the date of closing.

**3. IMPROVEMENTS; PERSONAL PROPERTY; FIXTURES:** Any and all improvements, personal property, and fixtures located on the above-described property shall be part of this sale, and shall become the property of Buyer upon closing.

**4. TAXES AND ASSESSMENTS:** Real estate taxes for 2022 (due in 2023) and all prior years shall be paid by Seller. Real Estate taxes for 2023 (due in 2024) shall be prorated between Seller and Buyer. All future years shall be paid by Buyer.

**5. POSSESSION:** The Buyer shall be entitled to full possession on the date of closing.

**6. MARKETABLE TITLE:** Buyer or Seller may require 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 owner, subject only to easements and



restrictions of record. Any defects found in said commitment shall be removed by the other party at or prior to closing. The cost of said Title Insurance shall be split evenly between Seller and Buyer. Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record.

**7. RISK OF LOSS:** Seller shall bear all risks of loss from the time of the execution of this Agreement by the parties herein through date of closing.

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

**9. WARRANTIES:** Buyer has had ample opportunity to inspect the premises. Buyer accepts the premises in their present condition, on an "as is" basis, and no warranties, express or implied, have been given as to the condition of the same, the same being expressly denied.

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

**11. ESCROW:** The Seller will execute a Warranty Deed on or before the date of closing, conveying said real estate to Buyer. The Deed will be placed with the City Attorney, 400 Ella Street, Beatrice, Nebraska 68310, and will be delivered to Buyer by Escrow Agent at closing.

**12. ESCROW AGENT FOR CLOSING:** Seller and Buyer hereby appoint the Taylor Rivera, City Attorney, as Escrow Agent for closing, pursuant to the terms of this Agreement, to do the following:

(a) to receive and execute a copy of this Agreement, the Deeds from the Seller to the Buyers, 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 Buyers at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive from Buyer and Seller all closing costs.

(e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deeds, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.

(f) to receive from Buyer and Seller a closing fee of \$0.00.



(g) to remit unto Seller all sums due Seller, after deducting any sums required to be paid at closing.

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.

**13. 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.

**14. CLOSING:** The parties shall close this transaction at such time and date as they mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the office of the City Attorney, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 a.m. on or before April 30, 2024. At the time of closing, Seller shall deliver to the Escrow Agent the Deed of Conveyance, Real Estate Transfer Statements and check for the payment of the documentary stamp tax, in exchange of the payment of the purchase price set forth in Paragraph 2, hereof, due from Buyer to Seller at that time.

**15. WAIVER:** A waiver by the Seller or Buyer, 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.

**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 Buyer shall fail to complete the payment of the balance 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.

**17. 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.

**18. NOTICES:** Notices to Seller shall be given to Seller at the following address:

Taylor Rivera, 400 Ella Street, Beatrice, NE 68310, telephone: 402-228-5200.

Notices to Buyers shall be given to the respective Buyers at the following address:

Lynn and Lynnette Reiff, PO Box 252, Beatrice, NE 68310.

**19. 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.

**20. 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.

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

**22. ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties hereto, and no agreements or warranties, oral or written, shall be considered as binding on the parties hereto unless set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Lynn D. Reiff, Trustee of the Lynn D. Reiff  
Revocable Trust, dated February 14, 2017

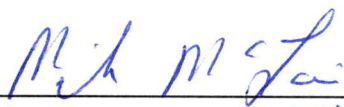
  
Lynn D. Reiff, Trustee/Grantor

Lynnette G. Reiff, Trustee of the Lynnette G.  
Revocable Trust, dated February 14, 2017

  
Lynnette G. Reiff, Trustee/Grantor

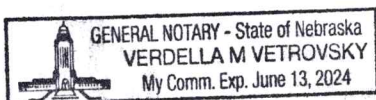
Attest:  
  
Erin Saathoff, CMC, City Clerk

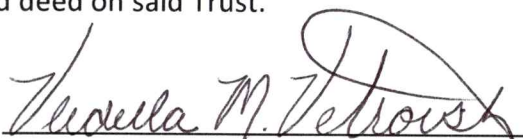
CITY OF BEATRICE, NEBRASKA,  
a Municipal Corporation, Seller

  
Robert Morgan, Mayor **Mike McLain, Acting Mayor**

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 March, 2024, by Lynn D. Reiff, Trustee of the Lynn D. Reiff Revocable Trust, dated February 14, 2017, to be his voluntary act and deed on said Trust.

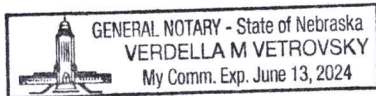


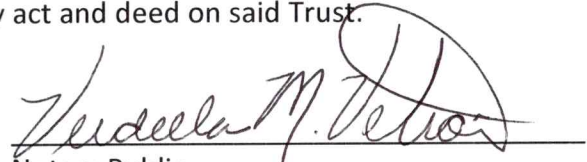
  
Notary Public



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 March, 2024, by Lynnette G. Reiff, Trustee of the Lynnette G. Reiff Revocable Trust, dated February 14, 2017, to be her voluntary act and deed on said Trust.



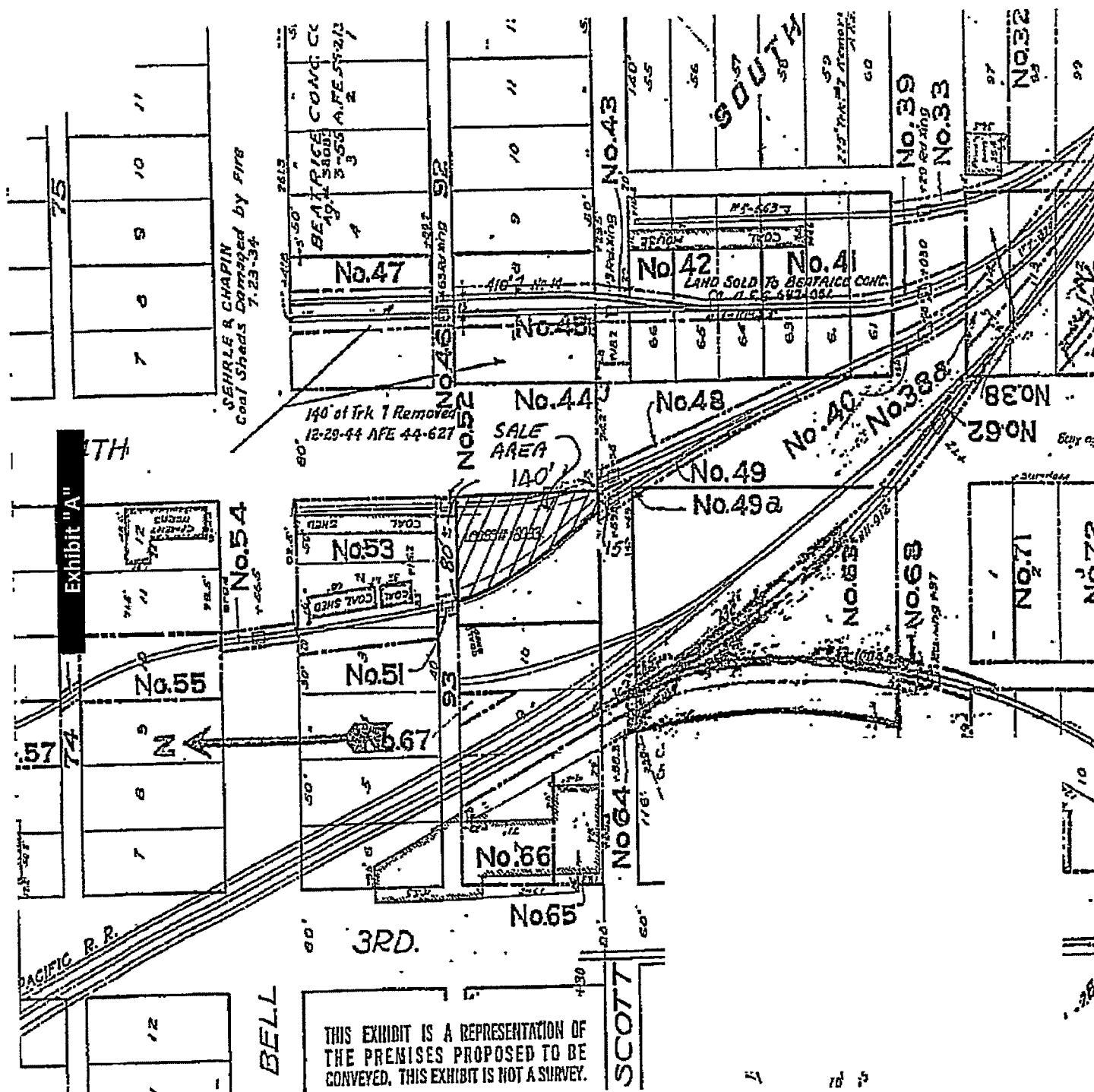
  
Notary Public

STATE OF NEBRASKA           )  
  ) ss:  
COUNTY OF GAGE           )

The foregoing Contract for Sale of Real Estate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Mike McLain, Acting Mayor ~~Robert Morgan, Mayor~~, City of Beatrice, Seller herein, to be his voluntary act and deed on behalf of the City.

\_\_\_\_\_  
Notary Public









# MEMORANDUM

**TO:** Mayor & City Council

**DATE SUBMITTED:** March 26, 2024

**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** April 15, 2024

**SUBJECT:** Purchase of 0.16 acres on South 4<sup>th</sup> Street

**EXHIBIT(S):** Contract

This proposed contract is for the City to purchase approximately 0.16 acres located at the corner of South 4<sup>th</sup> Street and Scott Street. The purchase price is \$9,500.00.

