

RESOLUTION NUMBER 7851

WHEREAS, First Trust Company, LLC, a South Dakota limited liability company, as the Personal Representative of the Estate of Vernon L. McAlister, owns certain real property legally described as:

All of Lot Ninety-Seven (97), South Beatrice, Gage County, Nebraska, EXCEPT the West 30 feet of Lot Ninety-Seven (97) South Beatrice, Gage County, Nebraska;

TOGETHER WITH

That portion of Lot Ninety-Eight (98) commencing at the Northeast corner of Lot Ninety-Eight (98), South Beatrice, thence extending west 110 feet along the North boundary of Lot Ninety-Eight (98), thence South 16 feet, thence East 110 feet parallel to the North Boundary of Lot Ninety-Eight (98), thence North 16 feet along the East boundary of Lot Ninety-Eight (98) to the point of beginning, all in South Beatrice, Gage County, 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 Sale of Real Estate and all necessary documents to acquire the above-described real estate from First Trust Company, LLC, a South Dakota limited liability company, as the Personal Representative of the Estate of Vernon L. McAlister, 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 Sale 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 That all resolutions or parts of resolutions in conflict here with are hereby repealed.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 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 First Trust Company, LLC, a South Dakota limited liability company, as the Personal Representative of the Estate of Vernon L. McAlister, hereinafter referred to as "Seller", and City of Beatrice, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller is the owner of an interest in the real estate hereinafter described, which real estate Buyer desires to receive from Seller, 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 legally described as follows, to-wit:

All of Lot Ninety-Seven (97), South Beatrice, Gage County, Nebraska, EXCEPT the West 30 feet of Lot Ninety-Seven (97) South Beatrice, Gage County, Nebraska;

TOGETHER WITH

That portion of Lot Ninety-Eight (98) commencing at the Northeast corner of Lot Ninety-Eight (98), South Beatrice, thence extending west 110 feet along the North boundary of Lot Ninety-Eight (98), thence South 16 feet, thence East 110 feet parallel to the North Boundary of Lot Ninety-Eight (98), thence North 16 feet along the East boundary of Lot Ninety-Eight (98) to the point of beginning, all in South Beatrice, Gage County, Nebraska,

subject to easements and restrictions of record.

2. **CONSENT TO SALE:** On or about October 30, 2025, Vernon L. McAlister ("Decedent") passed away intestate. The Decedent was survived by his sister, Donna Kizzier, and his brother Alvin McAlister. Decedent was never married and had no children. On or about December 23, 2025, the Lancaster County Court issued Letters of Personal Representative confirming the appointment of Seller as the Personal Representative of the Estate of the Decedent (Lancaster County PR25-1127). On or about August 21, 2026, Donna Kizzier and Alvin McAlister entered into a Private Settlement Agreement with the consent of all parties thereto to sell the above-described property to the City of Beatrice, Nebraska for the price of Five Thousand Dollars (\$5,000.00). Seller hereby represents that no other consent to this sale is required and that Seller is duly authorized to enter into this Agreement.

3. **PURCHASE PRICE:** The purchase price shall be Five Thousand Dollars (\$5,000.00), and shall be due and payable unto the Seller on the date of closing, in the form of a Check or Cash.
4. **IMPROVEMENTS:** The premises contains a house that shall be considered part of the real estate and shall be sold to Buyer.
5. **MEMORIAL HONORING DECEDENT:** Buyer shall install an appropriate and visible recognition on the above-described real estate, in honor of the Decedent, and host a ribbon-cutting and/or other appropriate public dedication ceremony which includes the Decedent's siblings, Donna Kizzier and Alvin McAlister, if they so choose to attend.
6. **RISK OF LOSS:** Seller shall bear all risks including but not limited to liability on said property until the time of closing.
7. **TAXES AND ASSESSMENTS:** Real estate taxes for 2025 (due in 2026) and all prior years shall be paid by Seller. Real estate taxes for 2026 (due in 2027) shall be prorated between Seller and Buyer. All future years shall be paid by Buyer.
8. **POSSESSION:** Buyer shall be entitled to full possession at the time of Closing.
9. **MARKETABLE TITLE:** Seller shall furnish unto Buyer a commitment for Title Insurance, with a Title Insurance Company chosen by Buyer and 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.
10. **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 Conservator's Warranty Deed.
11. **ESCROW:** The Seller will, on the execution of this agreement, execute a Conservator's Warranty Deed, conveying said real estate to Buyer. The Deed will be delivered to Buyer by Escrow Agent at the time of closing and all payments or receipts due from Buyer to Seller shall have been provided or paid in full.
12. **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.

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. 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 October 30, 2026. At the time of closing, Seller shall deliver to Buyer the Conservator's Warranty Deed and Real Estate Transfer Statement.

14. 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.

15. 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.

16. NOTICES: Notices to Seller shall be given to First Trust Company, LLC c/o Tom Van Robays, 9300 Underwood Ave., Suite #210, Omaha, Nebraska 68114.

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

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.

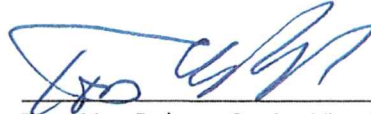
21. **WARRANTIES AND REPRESENTATIONS:** Buyer purchases the premises "as is", based upon the Buyer's own inspection of the premises, and no warranties, express or implied have been given by Seller as to the condition of the same, the same being expressly denied.

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. **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.

First Trust Company, LLC, Personal
Representative of the Estate of
Vernon L. McAlister, Seller



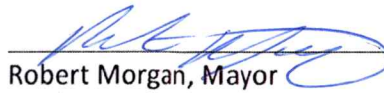
Tom Van Robays, Senior Vice President

Attest:



Erin Saathoff, City Clerk

City of Beatrice, Nebraska,
A Nebraska Municipal Corporation, Buyer



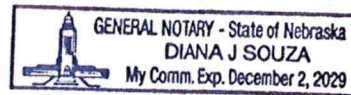
Robert Morgan, Mayor

STATE OF NEBRASKA)
)ss:
COUNTY OF Douglas)

The foregoing Contract for Sale of Real Estate was acknowledged before me this 1
day of September, 2026, by Tom Van Robays, Senior Vice President of First Trust Company,
LLC, to be his voluntary act and deed on behalf of the Estate of Vernon L. McAlister.

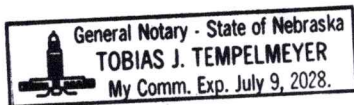
Diana J Souza
Notary Public

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.

[Signature]
Notary Public



 **STAKE
YOUR
CLAIM**
BEATRICE
CITY • BOARD OF PUBLIC WORKS

MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: September 1, 2026

FROM: Taylor Rivera
City Attorney

FOR AGENDA OF: September 21, 2026

SUBJECT: Purchase of 501 South 5th Street

EXHIBIT(S): Contract

The proposed contract is for the City to purchase 501 South 5th Street from the Estate of Vernon L. McAlister. The purchase price is \$5,000.00. All of Vernon's heirs have consented to this purchase. There is a condition in the Purchase Agreement that requires the City to install a visible recognition on the real estate honoring Vernon L. McAlister and to host a ribbon-cutting or other public dedication ceremony which includes the Vernon's siblings, Donna Kzzier and Alvin McAlister should they choose to attend.

