

CITY OF CRETE, NEBRASKA

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING THE PURCHASE OF REAL PROPERTY NORTH OF CRETE, APPROXIMATELY ONE-HALF MILE NORTH OF HIGHWAY 33 ON BOSWELL AVE, CRETE, NEBRASKA.

WHEREAS, the City of Crete, Nebraska (the "City") desires to purchase the property described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"), for future expansion of the Crete Transfer Station/Landfill or other public purposes;

WHEREAS, the City will contract with the Estate of Evon M. Jelinek to purchase the Property for the purchase price of Two Hundred Ten Thousand and No/100 Dollars (\$210,000.00); and

WHEREAS, a purchase agreement for the Property has been presented in form and content attached hereto as Exhibit B and incorporated by reference (the "Purchase Agreement").

NOW, THEREFORE, BE IT RESOLVED, THAT THE MAYOR AND THE CITY COUNCIL FIND AND DETERMINE THAT:

Section 1. Pursuant to Nebraska Revised Statute 18-1755, the City Council, before purchasing an interest in real property, must authorize the acquisition by action taken in a public meeting after notice and public hearing.

Section 2. The City published notice of public hearing on the proposed purchase of the Property, to be held during the regular City Council meeting on January 6, 2026. A public hearing was held and completed at such time before consideration of this Resolution.

Section 3. All applicable statutory requirements related to the proposed purchase have been satisfied.

Section 4. It is in the best interest of the citizens of Crete to acquire the Property for future expansion of the Crete Transfer Station/Landfill or other public purposes, upon such terms and conditions as are set forth in the Purchase Agreement.

BE IT FURTHER RESOLVED, THAT, IN CONSIDERATION OF THE FOREGOING, THE MAYOR AND THE CITY COUNCIL HEREBY ADOPT AND APPROVE THE FOLLOWING ACTIONS:

Section 1. The foregoing recitals are incorporated into this Resolution by reference.

Section 2. Purchase of the Property at a price of \$210,000.00, plus costs, is approved.

Section 3. The Purchase Agreement as presented in form and content at this meeting is approved and shall be used to carry out the purchase of the Property, with such changes, modification, additions, and deletions that are necessary or appropriate, for and on behalf of the City.

Section 4. The Mayor is hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution.

Section 5. All acts taken by the Mayor or City Administrator prior to this Resolution concerning the subject matter of this Resolution are hereby ratified and approved.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2026.

CITY OF CRETE, NEBRASKA

By: _____
David Bauer, Mayor

ATTEST: _____
Nancy Tellez, City Clerk

EXHIBIT A

PROPERTY DESCRIPTION

Lot One (1), Jelinek Addition, an administrative subdivision of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 23, Township 8 North, Range 4 East of the 6th P.M., Saline County, Nebraska, more particularly described as follows:

Point of beginning being the SW corner of said Section 23; thence N00 °14'42"E, on the West line of said SW1/4 of the SW1/4, a distance of 440.20 feet; thence S89 °44'48"E, leaving said West line, 470.88 feet; thence N00 °13'57"E, a distance of 541.29 feet; thence N89°48'36"E, a distance of 315.85 feet; thence N01°34'51"E, a distance of 341.03 feet to a point on the North line of said SW1/4 of the SW1/4; thence S89 °57'43"E, on said North line, a distance of 535.54 feet to the center of said SW1/4; thence S00 °11'46"W, on the East line of said SW1/4 of the SW1/4, a distance of 1319.76 feet to the S1/16th corner of said SW1/4; thence S89 °56'48"W of the south line of said SW1/4, a distance of 1331.23 feet to the point of beginning.

Said lot contains 1,232,816.89 square feet or 28.30 acres, more or less, of which 57,362.53 square feet or 1.32 acres, more or less is currently County Road right of way.

EXHIBIT B

PURCHASE AGREEMENT

[Attached]

After the transfer, the transferring broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds or deliver or record any documents until it has received certified funds or other good, sufficient and collected funds, and all conditions, terms and provisions of this agreement, have been satisfied, performed and met. If Buyer's loan is a government-regulated loan which prohibits Buyer from paying such charges, then they shall be paid by Seller.

The closing date of the sale shall be on or before the 25TH day of NOVEMBER, 2025, or _____ days after loan approval, whichever shall last occur. Possession of Property to be on or before the 25TH day of NOVEMBER, 2025, but not before closing.

Seller agrees to maintain the above-described real estate and improvements in their present condition until delivery of possession. Seller represents that there are no latent defects in the Property of which the Seller is aware.

This agreement shall in no manner be construed to convey the Property or to give any right of possession. Risk of loss or damage to the Property, prior to closing date, shall be the responsibility of Seller. If, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause and Seller does not elect to repair or replace said structure, Buyer shall have the right to rescind this agreement, and the earnest money shall be refunded.

If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

This offer is null and void if not accepted by Seller on or before OCTOBER 27, 2025 at 5 o'clock a.m. p.m.

Authority to Sign: The undersigned Seller(s) and Buyer(s) each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. And that, as to Seller, all parties required to transfer title to the Property are parties to this contract.

Buyer acknowledges receipt of a copy of this offer, which has not yet been signed by seller.

BUYER David A Bauer, City of Crete Mayor DATE 10/23/2025
A9F7940F1673444...

BUYER _____ DATE _____

ADDRESS _____ PHONE _____

BUYER'S limited agent is NICOLE L ZALESKY [agent] of ZALESKY REALTY & AUCITON LLC [company]

NAMES FOR DEED: CITY OF CRETE

RECEIVED FROM: NONE RECEIPT FOR EARNEST MONEY \$ _____ (by _____)

To apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified, or in the event there are any defects in the title which cannot be cured as specified above, the Deposit shall be refunded.

REALTORS® By: _____

This offer has been countered.

ACCEPTANCE

Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth.

SELLER Karen Troutman PR DATE 10-23-2025

SELLER _____ DATE _____

SELLERS' limited agent is NICOLE L ZALESKY [agent] of ZALESKY REALTY & AUCTION LLC [company]

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this agreement and the SID statement required by Neb. Rev. Stat. § 31-727.03, if applicable.

David A Bauer, City of Crete Mayor

ABF7940F167
(Buyer)

10/23/2025

Date _____

(Buyer)

Date _____

Seller acknowledges receipt of executed copy of this agreement.

Karen L. Jurek *KLJ*

(Seller)

Date 10-23-2025

(Seller)

Date _____

BUYER PLEASE NOTE

At closing Buyer is required to have cash or certified or cashier's check for the balance of his payments.

SELLER PLEASE NOTE

Upon termination of Seller's insurance at closing, Seller should insure all personal property remaining on the premises prior to delivery of possession.

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



DUAL AGENCY ADDENDUM

CONFIRMATION OF DUAL AGENCY

for exclusive use by members of the
REALTORS® ASSOCIATION OF LINCOLN



Addendum # _____

130

Zalesky Realty & Auction (REALTOR®), the listing company, through
Nicole L. Zalesky (Agent), has a written listing agreement with Seller, to
sell or lease the real estate located at Tract 1- SW 1/4 SW 1/4 Sec 23E-4

Seller previously consented to the Agent acting as a
dual agent. Broker has a written or a statutory non-written agreement for a brokerage relationship with Buyer.

Buyer and Seller agree that:

1. **Dual Agency.** Agent shall act as a Dual Agent for the sale of the described property, pursuant to Nebraska statutes. The Agent as a Dual Agent shall be a limited agent for both the Seller and Buyer and shall have the duties and obligations required of a Seller's Agent and those duties and obligations required of a Buyer's Agent. In a leasing situation, Seller's Agent in this Addendum means Owner's Agent and Buyer's Agent in this Addendum means Tenant's Agent. In a leasing situation, Seller in this Addendum means Owner and Buyer in this Addendum means Tenant.

2. **Duties and Obligations of a Seller's Agent.** An Agent representing a Seller as a Seller's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the Seller;
- (b) To exercise reasonable skill and care for the Seller;
- (c) To promote the interest of Seller with the utmost good faith, loyalty and fidelity including:
 - (1) Seeking a price and terms which are acceptable to Seller except the Agent shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;
 - (2) Presenting all written offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale or lease or letter of intent to lease;
 - (3) Disclosing in writing to Seller and the clients all adverse material facts actually known by Agent; and
 - (4) Advising Seller to obtain expert advice as to material matters about which the Agent knows but the specifics of which are beyond the expertise of Agent;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or act;
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations; and
- (g) To not disclose any confidential information about Seller without Seller's written permission, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

3. **Duties and Obligations of a Buyer's Agent.** An Agent representing a Buyer as Buyer's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the Buyer;
- (b) To exercise reasonable skill and care for the Buyer;
- (c) To promote the interests of the Buyer with the utmost good faith, loyalty, and fidelity, including:
 - (1) Seeking a price and terms which are acceptable to the Buyer, except that the Agent shall not be obligated to seek other properties while the Buyer is a party to a contract to purchase property or a lease or letter of intent to lease;
 - (2) Presenting all written offers to and from the Buyer in a timely manner regardless of whether the Buyer is already a party to a contract to purchase property or a lease or letter of intent to lease;

- (3) Disclosing in writing to the Buyer and all clients adverse material facts actually known by the Agent; and
- (4) Advising the Buyer to obtain expert advice as to material matters about which the Agent knows but the specifics of which are beyond the expertise of Agent;
- (d) To account in a timely manner for all money and property received;
- (e) To comply with all requirements of Neb. Rev. Stat. §§ 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules or regulations developed pursuant to such sections or act;
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations; and
- (g) To not disclose any confidential information about Buyer without Buyer's written permission, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

4. **Disclosure of Information by Dual Agent.** A dual agent may disclose any information to one client that is gained from the other, if the information is relevant to the transaction or the client, except a dual agent shall not disclose any confidential information about a client without that client's written permission, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation. In addition, the following cannot be disclosed by a dual agent without the informed written consent of the client to whom the information pertains:

- (a) That a seller or owner is willing to accept less than the asking price or lease rate for the property.
- (b) That a buyer or tenant is willing to pay more than the purchase price or lease rate offered.
- (c) What the motivating factors are for any client buying, selling, or leasing the property.
- (d) That the seller or buyer will agree to financing terms other than those offered.

5. **Confidential Information.** A REALTOR®, acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the client without the client's written permission, unless disclosure is required by statute, rule or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against a REALTOR® acting as a Buyer's Agent or a Seller's Agent for making any required or permitted disclosure.

6. **General Matters.** A dual agent does not terminate the dual agency relationship by making any required or permitted disclosure. In a dual agency relationship there shall be no imputation of knowledge or information between any client and the dual agent or among persons within an entity engaged as a dual agent.

7. **Compensation Disclosure.** Seller and Buyer agree that all fees to be paid to Listing Company for this transaction shall be paid by the Seller with the exception that any fee set forth in paragraph 3.d. of the Realtors® Association of Lincoln's Exclusive Buyer Agency Agreement and/or any fee set forth in the paragraph entitled "Buyer's Commission" of the Realtors® Association of Lincoln's Purchase Agreement shall be paid by Buyer. Listing Company may accept compensation or profits from any entity providing services for or participating in this transaction.

Signed by: _____ Date: 10/23/2025
 Buyer: David A. Bauer, City of Crete Mayor Date: _____
A9F7940F1673444...
 Buyer: _____ Date: _____
 Seller: Karen J. Hartman PE Date: 10-23-2025
 Seller: _____ Date: _____

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



ADDENDUM TO PURCHASE AGREEMENT



Addendum # _____
for exclusive use by members of the
GREAT PLAINS REGIONAL MLS, LLC
For use only with the Great Plains Regional MLS, LLC Uniform Purchase Agreement

233

This Addendum to Purchase Agreement ("Addendum") amends the Purchase Agreement described as follows:

Purchaser: CITY OF CRETE

Seller: EVON JELINEK ESTATE

Property Address: TRACT 1 OF LAND LOCATED IN SW 1/4, SW1/4, SECTION 23-8-4, SALINE CO NE

Purchase Agreement Date: 10-22-25

Purchaser and Seller wish to amend the Uniform Purchase Agreement as follows:

LEGAL DESCRIPTION FOR TRACT 1 IS AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 23, T8N, R4E OF THE 6TH P.M.,
SALINE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING BEING THE SW CORNER OF SAID SECTION 23; THENCE N00°14'42"E, ON THE WEST LINE OF SAID SW1/4 OF THE SW1/4, A DISTANCE OF 440.20 FEET; THENCE S89°44'48"E, LEAVING SAID WEST LINE, 470.88 FEET; THENCE N00°13'57"E, A DISTANCE OF 541.29 FEET; THENCE N89°48'36"E, A DISTANCE OF 315.85 FEET; THENCE N01°34'51"E, A DISTANCE OF 341.03 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4 OF THE SW1/4; THENCE S89°57'43"E, ON SAID NORTH LINE, A DISTANCE OF 535.54 FEET TO THE CENTER OF SAID SW1/4; THENCE S00°11'46"W, ON THE EAST LINE OF SAID SW1/4 OF THE SW1/4, A DISTANCE OF 1319.76 FEET TO THE S1/16TH CORNER OF SAID SW1/4; THENCE S89°56'48"W OF THE SOUTH LINE OF SAID SW1/4, A DISTANCE OF 1331.23 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,232,816.89 SQUARE FEET OR 28.30 ACRES, MORE OR LESS, OF WHICH 57,362.53 SQUARE FEET OR 1.32 ACRES, MORE OR LESS IS CURRENTLY COUNTY ROAD RIGHT OF WAY.

Except as amended by this Addendum, all other terms of the Uniform Purchase Agreement shall remain the same. Purchaser and Seller, by their signature below, acknowledge receipt of a copy of this Addendum.

Signed by: David A. Bauer, City of Crete Mayor 10/23/2025
Purchaser 940F1673444... Date

Karen L. Jelinek 10-23-2025
Seller PV Date

Purchaser Date

Seller Date