

# **MCCOOK CITY COUNCIL**

## **REGULAR MEETING**

**Monday, April 12, 2021  
5:15 PM - City Council Chambers**

Open Meetings Act Announcement.

Items

1. Approve the minutes of the December 14, 2020 regular Planning Commission meeting.
2. Public Hearings and Regular Agenda.
  - A. Public Hearing - Application regarding the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6th P.M., Red Willow County, Nebraska.
    1. Adjourn the Public Hearing.
  - B. Recommend to the McCook City Council denial of the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6th P.M., Red Willow County, Nebraska.

Adjournment.

**CITY MANAGER'S REPORT  
APRIL 12, 2020 PLANNING COMMISSION MEETING**

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**ITEM:**          1.  

**RECOMMENDATION:**

Approve the minutes of the December 14, 2020 regular meeting.

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**BACKGROUND:**

Receive and approve the minutes.

**FISCAL  
IMPACT:**     None.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

April 7, 2021

McCook Planning Commission  
December 14, 2020  
5:15 PM Central

A MEETING OF THE PLANNING COMMISSION OF THE CITY OF MCCOOK, NEBRASKA convened in open, regular, and public session at 5:15 o'clock P.M. in the City Council Chambers. Pursuant to the executive order issued by Governor Ricketts on December 1, 2020, the meeting was also open to members of the Planning Commission and the public via audio-conferencing means.

Present: Chair Vosburg; Vice Chair Hilker; Commissioners Davidson, Lyons, McDowell, Graham.

Present audio-conferencing means: Commissioners Dueland, Friehe (arrived 5:18 P.M.)

Absent: Commissioners Bradley, Stevens.

City Officials present: City Manager Schneider, City Attorney Mustion, City Clerk Doak.

Notice of the meeting was given in advance thereof by publication in the McCook Daily Gazette on December 3, 2020, the designated method of giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to all members of the Planning Commission. Availability of the agenda was communicated in the advance notice. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Chair Vosburg announced that in accordance with Section 84-1412 of the Nebraska Revised Statutes, a current copy of the Open Meetings Act was available for public review on the Home Page of the City of McCook website and was posted by the entrance to the Council Chambers.

1. Approve the minutes of the November 9, 2020 regular Planning Commission meeting.

Motion to approve the minutes of the November 9, 2020 regular Planning Commission meeting. This motion, made by Hilker and seconded by McDowell, passed.

Vosburg: YEA, Hilker: YEA, Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Graham: YEA, Lyons: YEA, McDowell: YEA, Stevens: ABSENT  
YEA: 7, NAY: 0, ABSENT: 3

2. Public Hearings and Regular Agenda.

- 2.A. Public Hearing - Consider Replat of Lot 7, Block 2, Clary Subdivision Replat #3, Lot 7 will be split and replatted as Lot 7A and 7B.

Motion to recess as a Planning Commission and convene a public hearing for the purpose of receiving public comment with respect to the Replat of Lot 7, Block 2, Clary Subdivision Replat #3, Lot 7 will be split and replatted as Lot 7A and 7B, with the City Attorney to act as hearing officer. This motion, made by Vosburg and seconded by Lyons, passed.

Vosburg: YEA, Hilker: YEA, Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Graham: YEA, Lyons: YEA, McDowell: YEA, Stevens: ABSENT  
YEA: 7, NAY: 0, ABSENT: 3

The City Attorney received into evidence Exhibit #1 - City Manager's Report prepared for the December 14, 2020 Planning Commission meeting (1 page), Exhibit #2 - Revised Notice of Hearing published (1 page); Exhibit #3 - ownership list for mailing of Notice of Hearing (1 page); Exhibit #4 - Notice of Public Hearing published and corrected (1 page); Exhibit #5 - Land Use Action Request Form and attachments (9 pages); and Exhibit #6 - proposed Amended Planned Unit Development for Quillan Courts Project (? pages).

City Manager Schneider stated that after further review of the proposed replat, Lot 7A should be 8R and Lot 7B should be 7R and he reviewed the following information contained in Exhibit #1: "An application has been received from the McCook Economic Development Corporation requesting the creation of a minor subdivision through the replat process. In particular, the MEDC is requesting that a tract of land being part of Block Two (2), Lot Seven (7), Clary Subdivision Replat #3 be split into two lots. Due to the fact that Block Two was previously subdivided, this request must be treated as a minor subdivision as opposed to an administrative lot split."

"If approved, Lot 7 would be divided into two lots: Replatted Lot 7A (corrected to 8R) and Replatted Lot 7B (corrected to 7R). MEDC would like to divide these two lots in order to build two new houses. Per our zoning regulations and the Planned Unit Development Agreement that Quillan Courts is subject to, there is sufficient space to build a house on each of the proposed new lots."

"If the lot split is approved, the Planned Unit Development Agreement will need to be revised in order to account for the fact Lot 7 will be divided into Replatted Lot 7A (corrected to 8R) and Replatted Lot 7 B (corrected to 7R). A copy of the proposed amended agreement is attached. Staff suggests that the McCook Planning Commission recommend approval of the amended Planned Unit Development Agreement to the City Council in order to assure that the Agreement reflects the requested subdivision."

Andy Long, MEDC Executive Director, was present to address questions from the Commission. The units would be 3 bedroom, 2 bath, with detached garages; at this time it is not knowing if they will have a basement, that will depend upon the cost.

Commissioner Lyons questioned if there would be any additional drainage issues.

With no one else present to comment, motion to adjourn the public hearing and to reconvene as a Planning Commission. This motion, made by Vosburg and seconded by McDowell, passed.

Vosburg: YEA, Hilker: YEA, Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: YEA, Graham: YEA, Lyons: YEA, McDowell: YEA, Stevens: ABSENT  
YEA: 8, NAY: 0, ABSENT: 2

2.B. Recommend final approval to the McCook City Council of Replat of Lot 7, Block 2, Clary Subdivision Replat #3, Lot 7 will be split and replatted as Lot 7A and 7B, as well as

recommend approval of the Amended Planned Unit Development Agreement for Quillan Courts Project.

Motion to recommend final approval to the McCook City Council of Replat of Lot 7, Block 2, Clary Subdivision Replat #3, Lot 7 will be split and replatted as Lot 7R and 8R, as well as recommend approval of the Amended Planned Unit Development Agreement for Quillan Courts Project. This motion, made by McDowell and seconded by Vosburg, passed.

Vosburg: YEA, Hilker: YEA, Bradley: ABSENT, Davidson: YEA, Dueland: YEA, Friehe: ABSENT, Graham: YEA, Lyons: YEA, McDowell: YEA, Stevens: ABSENT  
YEA: 8, NAY: 0, ABSENT: 2

**Adjournment.**

With no further business, Chair Vosburg declared the Planning Commission meeting adjourned at 5:32 P.M.



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Recording Secretary

**CITY MANAGER'S REPORT  
APRIL 12, 2021 PLANNING COMMISSION MEETING**

ITEM NO. 2.A Public Hearing - Application regarding the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6<sup>th</sup> P.M., Red Willow County, Nebraska.

ITEM NO. 2.B Recommend denial of the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6<sup>th</sup> P.M., Red Willow County, Nebraska.

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**BACKGROUND:**

In July of 2020, the McCook Planning Commission and the McCook City Council approved a preliminary plat for a major subdivision known as Bishop Acres Third Subdivision. The approval paved the way for a developer to potentially develop the A.M. Bishop Family Trust property located southeast of the intersection of Drive 716 and Road 383. The Planning Commission and City Council requested the owner to develop a preliminary plat after Bishop Acres Second Subdivision was developed. The Planning Commission and City Council both expressed a desire to see a more concrete plan developed so subdivision projects weren't done in a piecemeal fashion. That was the impetus behind the preliminary plat's approval in July of 2020.

The current application does not address developing Bishop Acres Third Subdivision as was expected at the time of the passage of the preliminary plat. The application requests that the northwest corner of the Bishop Acres Third Subdivision be subdivided from the current lot. Unfortunately, the application fails to tie the proposed fourth subdivision into the overarching preliminary plat concept. For that reason, staff is recommending that the application be denied.

As a side note, in preparation of this Planning Commission meeting, Staff discovered the preliminary plat mylar for Bishop Acres Third Subdivision was not filed as was required. Miller & Associates will be working on completing the mylar for the City of McCook's records.

**RECOMMENDATIONS:**

ITEM NO. \_\_ Public Hearing - Application regarding the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6<sup>th</sup> P.M., Red Willow County, Nebraska.

ITEM NO. \_\_ Recommend denial of the Final Plat (for a minor subdivision) for proposed Bishop Acres Fourth Subdivision, Part of the SW 1/4 Section 24, T3N, R30W, of the 6<sup>th</sup> P.M., Red Willow County, Nebraska.

**APPROVALS:**

  
\_\_\_\_\_  
Nathan A. Schneider, City Manager

April 7, 2021

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

April 7, 2021

**EXHIBIT #1**

**PAGE(S) - 1**

**NOTICE OF PUBLIC HEARING  
FINAL PLAT APPROVAL**

NOTICE IS HEREBY GIVEN that a public hearing will be held to consider the final plat on the following described property to be known as Bishop Acres Fourth Subdivision:

A tract of land being part of the Southwest Quarter (SW1/4) of Section Twenty-Four (24), Township Three (3) North, Range Thirty (30) West of the Sixth Principal Meridian, in Red Willow County, Nebraska. This tract of land will be referred to as BISHOP ACRES FOURTH SUBDIVISION, and more particularly described as follows:

BEGINNING at the Brass Cap at the Northwest corner of the Southwest Quarter of Section 24; thence N 83°24'36" E on the North line of said Southwest Quarter, and all bearing contained herein are relative thereto, a distance of 432.38 feet; thence S 10°08'37" W a distance of 605.86 feet to a 5/8" rebar with cap; thence S 83°24'36" W a distance of 434.95 feet to the West line of said Southwest Quarter; thence N 10°22'33" E on said West line of the Southwest Quarter a distance of 606.61 feet to the Point of Beginning. Containing 5.78 Acres, more or less.

A PUBLIC HEARING ON THE ABOVE-DESCRIBED FINAL PLAT APPROVAL WILL BE HELD ON THE DATE, TIME, AND AT THE PLACE LISTED BELOW:

APRIL 12, 2021 - 5:15 P.M.  
MCCOOK PLANNING COMMISSION  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

APRIL 19, 2021 - 5:30 P.M.  
MCCOOK CITY COUNCIL  
CITY COUNCIL CHAMBERS  
505 WEST "C" STREET

ANY AND ALL PERSONS desiring to comment on the above-described preliminary plat may attend the public hearing and will be given an opportunity to be heard. For additional information regarding this notice please contact Nate Schneider, City of McCook City Manager, at 345-2022 ext. 225.

-s- Lea Ann Doak  
City Clerk

Publish: April 2, 2021.  
Post: April 2, 2021.  
Mail: April 2, 2021.

**EXHIBIT #2**

**PAGE(S) - 1**

Property Owners Notified:

RED WILLOW CO. SCHOOL DIST. #17  
700 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

TOM BREDVICK, PRESIDENT  
MCCOOK PUBLIC SCHOOLS  
600 WEST 7<sup>TH</sup>  
MCCOOK, NE 69001

RED WILLOW COUNTY  
C/O TAMI TEEL  
502 NORRIS AVE  
MCCOOK, NE 69001

RED WILLOW CO. PLANNING COMMISSION  
502 NORRIS AVE  
MCCOOK, NE 69001

EUGENE AND JOAN KOCH  
2402 W J  
MCCOOK, NE 69001

MARSHALL AND JENNIFER TUCKER  
38355 DR. 716  
MCCOOK, NE 69001

RANDY AND CAROL LASHLEY  
38355 DRIVE 716  
MCCOOK, NE 69001

STEVEN AND DEBRA WALTER  
#3 BRASSIE DR  
MCCOOK, NE 69001

CODY DOUBET  
708 E 2<sup>ND</sup>  
MCCOOK, NE 69001

WALTER AND RACHEL HAMPTON  
PO BOX 1014  
MCCOOK, NE 69001

B & S PROPERTIES, LLC  
C/O SAM O'TOOLE  
PO BOX 994  
MCCOOK, NE 69001

CAPPEL INDUSTRIAL PARK 4, LLC  
C/O RICHARD & KATHLEEN CAPPEL  
#5 BRASSIE DR  
MCCOOK, NE 69001

**EXHIBIT #3**

**PAGE(S) - 1**



City of McCook  
505 West C Street \* PO Box 1059  
McCook, NE 69001  
(308) 345-2022 \* Fax (308) 345-1461  
[www.cityofmccook.com](http://www.cityofmccook.com)

**MINOR & MAJOR SUBDIVISION APPLICATION**

Name of Project (If applicable): Bishop Acres Fourth Subdivision

Description of Project: One lot Subdivision

Project sponsor or developer:

Name: Miller & Associates Consulting Engineers, P.C.

Address: 109 E. 2nd St., McCook, NE 69001

Phone number: (308) 345-3710

Fax number: (308) 345-7370

E-mail Address: sclifford@miller-engineers.com

Landowner or owners:

Name: A.M. Bishop Family Trust

Address: 9001 Old Loop 82, Rudy, AR 72952

Phone number: (479) 459-2271

Fax number: N/A

E-Mail Address: accu-temp@hotmail.com

Authorization of the land use action by landowner:

I hereby certify that I own and/or control the following land where the land use action is being requested. (Attach evidence of ownership or control. e.g. power of attorney, deed, or purchase agreement)

Aaron Mark Bishop  
Printed Name:

Aaron Mark Bishop  
Signature:

2-25-11  
Date:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Signature:

**EXHIBIT #4**

**PAGE(S) - 13**

**Subdivisions:**

\_\_\_\_ Sketch Plan:

- (1) General lot layout on a topographic background of the proposed subdivision including approximate location of streets, alleys, lots and other significant features.
- (2) Surrounding streets, alleys, and land use features.
- (3) General location of existing sewer and waterlines (developments not intending to use city sewer and water are to include a written explanation of the proposal to satisfy these utility needs.)
- (4) General location of utility easements and types of utilities to be included.
- (5) General location of any open space and an explanation of the type of facilities that will be provided.

PRELIMINARY PLAT

\_\_\_\_ Attachments: In addition to the above noted sketch plan, the subdivider shall attach the following:

- (1) A letter requesting only change of zoning or special exception required for the development to proceed.
- (2) Written description of the type of housing, commercial, industrial, or public uses to be included in the subdivision.
- (3) An explanation of what the general character of the area will be when it is developed and how it will relate to the adjacent surrounding areas.
- (4) An explanation of how the proposed development relates to the Comprehensive Plan (Particularly regarding land use, thoroughfare, and public facilities)
- (5) Is it the intent to use Deed Restrictions or any other method of controlling the character and/or the quality of the area?

\_\_\_\_\_  
If so, briefly explain what they might consist of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach explanation)

\_\_\_\_ Attach proposed Subdivision Agreement. (See Part D of the Subdivision Regulations)

X ~~Preliminary~~ <sup>Final</sup> Plat Submission:

X (a) Plat Submission Requirements: The subdivider shall submit to the Zoning Administrator:  
X five (5) copies of the preliminary plat and any supplemental materials specified by the Planning Commission of conditional approval. (The plat submission requirements are stipulated under C-3 Procedure for conditional approval of Preliminary Plat of the City of McCook Subdivision Regulations)

X (b) Fees: A plat review fee shall accompany the preliminary plat in

the amount of \$500 as specified in the City Fee Ordinance.

X (c) Scale and ~~Preliminary~~ <sup>Final</sup> Plat contents. Preliminary plats shall be a scale of one (1) inch to one hundred (100) feet or 1" = 200' if seventy-five percent (75%) of the lots are one (1) acre or larger, and shall be prepared with the following information:

X (1) The proposed name of the subdivision (the name shall not duplicate or too closely resemble the name or names of any existing subdivision).

X (2) The location of the boundary lines of the subdivision and reference to the section or quarter section lines.

X (3) The names and addresses of the owner, developer, and the engineer who prepared the plat.

X (4) Scale of the plat, one inch = one hundred feet or larger.

X (5) Date of preparation and north point.

X (6) Present zoning.

X (7) Existing conditions:

X aa. Location, width and name of platted streets or other public ways, railroads and utility rights-of-way, parks and other public open spaces and permanent buildings within or adjacent to the proposed subdivision shall be shown on the Preliminary Plat.

X bb. All existing sewers, water mains, gas mains, culverts, or other underground installations, within the proposed subdivision, or adjacent thereto, with pipe size and manholes, grades and location shall be shown. Control elevation of surface drainage entering and existing from the property.

X cc. Names of adjacent subdivisions together with arrangement of streets and lots, and owners of adjacent parcels of unsubdivided land shall be shown.

NA Final Plat dd. Topography (unless specifically waived) with contour intervals of not more than five (5) feet, referred to City or U.S.G.S. datum shall be shown; also, location of water courses, bridges, wooded areas, lakes, ravines, and such other features as may be pertinent to the subdivision shall be shown.

X (8) The general arrangement of lots and their approximate size.

X (9) Location and width of proposed streets, alleys, pedestrian ways, and easements. Control elevation shall be shown for all street intersections.

NA (10) The general plan of sewage disposal, water supply and utilities in areas where public sewers and/or water are proposed to serve the subdivision. In other cases, a notation shall be made on the plat indicating type of sewage disposal, and water system proposed.

- NA (11) Location and size of proposed parks, playgrounds, churches, school sites, or other special uses of land to be considered for reservation for public use.
- X (12) General layout of adjacent unsubdivided property to show how streets and other public facilities, in the proposed subdivision, relate to the unsubdivided property.
- NA (13) The subdivider shall indicate by letter when improvements as required will be installed or requested.
- X (14) Any proposed restrictive covenants for the land involved shall accompany the plat.
- NA (15) A letter requesting annexation of the subdivision if it is in the planning jurisdiction to be served with city utilities.

Address and physical location of the Proposed Subdivision: No Address at this time, it is located at the SE Corner of Road 383 & Drive 716

Property Description (Of the parent parcel for subdivisions): Portion of the Southwest 1/4 of Section 24, T3N, R30W

Application Fee:    \$ 500

Fee, complete application, and required attachments accepted by:

Tracy A. Burkey  
Printed name

[Handwritten Signature]  
Signature

3/3/21  
Date



# ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company  
By its Agent: McCook Abstract

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

*Issued through the Office of*

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

*Tracy Muns*  
Authorized Signatory

By *C. Mounse* President  
Attest *David Wald* Secretary

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
  - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.aita.org/arbitration>.

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## Schedule A

ALTA COMMITMENT

File No. M015616-

1. Commitment Date: **February 18, 2021, at 08:00 am**
2. Policy to be Issued:
  - (a) 2006 ALTA Owner's Policy  
Proposed Insured: **TBD**  
  
Proposed Policy Amount: **TBD**  
Premium: **\$150.00**
  - (b) 2006 ALTA Loan Policy  
Proposed Insured: **TBD**  
Proposed Policy Amount: **TBD**  
Premium: **\$75.00**
  - (c) Endorsements to be issued:  
**Closing Service Letter** **\$25.00**
3. The estate or interest in the Land described or referred to in this Commitment is:  
**Fee Simple**
4. The Title is, at the Commitment Date, vested in: **Aaron Mark Bishop, Trustee of the A.M. Bishop Family Trust Dated December 5, 2001**
5. The Land is described as follows:  
**SEE ATTACHED EXHIBIT "A"**

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

File No. M015616-

EXHIBIT "A"

A Tract of Land in The SW1/4 of Section 24, Township 3 North, Range 30 West of the 6th P.M., Red Willow County, including Bishop Acres, Subdivision EXCEPTING Lots 1 and 2 and including Bishop Acres Second Subdivision, EXCEPTING Lot 1, ALSO EXCEPT

Part of the SW1/4 Section 24, Township 3 North, Range 30 West of the 6th RM. in Red Willow County, Nebraska, more particularly described as follows:

Referring to the Center Corner of said Section 24, thence S83°12'02"W (assumed and all bearings relative to) along the Quarter Section line a distance of 171.67 feet to the point of beginning,  
thence continuing S83°12'02"W a distance of 481.60 feet,  
thence S10°10'12"W a distance of 338.23 feet,  
thence N83°18'09"E a distance of 561.12 feet,  
thence N03°24'48"W a distance of 325.07 feet to the Point of Beginning

NOTE: Exact legal description to be determined upon receipt of final plat.

# Schedule B-I

## ALTA COMMITMENT

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### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **Trustees Deed from Aaron Mark Bishop, Trustee of the A.M. Bishop Family Trust Dated December 5, 2001, to TBD, conveying the subject lands for an amount TBD.**
6. **The attached Affidavit will need to be executed and returned to the title company by the Seller herein. Any matter disclosed therein, or otherwise brought to the attention of the title company, will appear as an exception in the policy and this commitment will be subject to further requirements as the company deems necessary.**
7. **A Copy of the Plat approved and filed with Red Willow County Register of Deeds returned to the title company to determine exact legal description.**

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## Schedule B-II

### ALTA COMMITMENT

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#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

#### Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.  
(b) Easements, or claims of easements, not shown by the public records.  
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.  
(d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

#### Special Exceptions

1. Taxes or special assessments which are not shown as existing liens by the public record.
2. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
3. 2019 Taxes Paid. 2020 Taxes due, but not delinquent. 2021 Taxes Accruing. Special Assessments not yet of record. (For information only: 2020 taxes \$1,858.10; Tax ID #0000340600.)
4. Terms and conditions of Wireless Communication Easement recorded June 3, 2016, as Instrument No. 2016-00851 to T14 Unison Site Management LLC, a Delaware Limited Liability Company for Communication Tower Building and access thereto.
5. The policy to be issued in furtherance of this commitment will contain the following exception: No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.
6. Rights of the public, State of Nebraska, County of Red Willow in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
7. All reservations contained in patents issued by the United States of America; any mortgage and/or trust deeds wherein said mineral rights or oil and gas leases are used as security; and all rights arising under any instrument of the character set forth above.

**TITLE TO MINERALS IS NOT INSURED.**

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8. The policy when issued will not insure the right to maintain any boundary wall or fence located beyond the subject property.

NOTE: COPIES OF ANY OR ALL OF THE ABOVE EXCEPTIONS MAY BE OBTAINED UPON REQUEST.

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