

, inCity of Sidney Planning Commission Meeting, Monday, September 16, 2024, 5:30 pm

## AGENDA

Call to Order  
Pledge of Allegiance  
Welcome  
Business and Report

1. Announcement of Public Meetings Act: The Open Meetings Law poster is posted at the rear of the room, please refer to the posted information if you have any questions regarding the open meetings law.
2. Approval of minutes for August 19, 2024
3. **PUBLIC HEARING:** The application of a Conditional Use Permit by Industrial Tower West, LLC., Approximately 1 acre of the NE ¼ of the NW ¼ of Section 8, Township 13 North, Range 49, West of the 6<sup>th</sup> PM, Cheyenne County Nebraska, part of Parcel ID: 170074218, to construct a wireless telecommunications facility.
4. **PUBLIC HEARING:** The application by Travis J. Allen to subdivide a tract of land, located in the Southwest (SW/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Fifty (50), West of the 6<sup>th</sup> PM, Cheyenne County, Nebraska, also known as Road 109, Sidney, Nebraska to divide into 3 parcels Lot 1 and Lot 3 to remain Agricultural (A) and Lot 2 is to be rezoned to Agricultural Residential (AR), all as shown in the attached plat.
5. **PUBLIC HEARING:** The application of by Travis J. Allen 25 14 50 TRACT IN SW ¼, Parcel 170220415 to rezone from Agricultural (A) to Agricultural Residential (AR).
6. Update on cargo/storage containers that have not been permitted, open Cargo/storage containers for security purposes and other topics or concerns pertaining to cargo/storage containers, including possible ordinance change; action as applicable
7. Comments by the public and action concerning other business by the commission.

ADJOURNMENT

## NEBRASKA OPEN MEETINGS ACT

EFF. DATE: JULY 19, 2024

**84-1407.** Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act. Source: Laws 2004, LB 821, § 34.

**84-1408.** Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act. Source: Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35. Annotations • Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000). • The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990). • The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984). • Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019). • A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1409.** Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires: -2- (1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and (b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission; (2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and (3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412. Source: Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12. Annotations • A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994). • A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984). • Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later -3- corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981). • Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act

because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019). • Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019). • The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. Koch v. Lower Loup NRD, 27 Neb. App. 301, 931 N.W.2d 160 (2019). • As an administrative agency of the county, a county board of equalization is a public body. Wolf v. Grubbs, 17 Neb. App. 292, 759 N.W.2d 499 (2009). • The electors of a township at their annual meeting are a public body under the Open Meetings Act. State ex rel. Newman v. Columbus Township Bd., 15 Neb. App. 656, 735 N.W.2d 399 (2007). • The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. Hansmeyer v. Nebraska Pub. Power Dist., 6 Neb. App. 889, 578 N.W.2d 476 (1998). • Informational sessions in which the governmental body hears reports are briefings. Johnson v. Nebraska Environmental Control Council, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

**84-1410.** Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops. (1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or -4- for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body. (2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section. (3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the -5- original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes. (4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act. (5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power. Source: Laws 1975, LB 325, § 3; Laws 1983,

LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17. Annotations • There is no absolute discovery privilege for communications that occur during a closed session. State ex rel. Upper Republican NRD v. District Judges, 273 Neb. 148, 728 N.W.2d 275 (2007). • If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. Wasikowski v. Nebraska Quality Jobs Bd., 264 Neb. 403, 648 N.W.2d 756 (2002). • The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. Grein v. Board of Education, 216 Neb. 158, 343 N.W.2d 718 (1984). • Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. Simonds v. Board of Examiners, 213 Neb. 259, 329 N.W.2d 92 (1983). • Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate should be made should take place in an open meeting. Pokorny v. City of Schuyler, 202 Neb. 334, 275 N.W.2d 281 (1979). -6- • Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. Meyer v. Board of Regents, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

**84-1411.** Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body; applicability of section. (1) Until January 1, 2025: (a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public. (b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or (B) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body. (iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication. (c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee. (d) Each public body shall record the methods and dates of such notice in its minutes. -7- (e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting. (2) Beginning January 1, 2025: (a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public. (b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by: (A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or (B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time

and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper. (ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by: (A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; -8- (B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or (C) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body. (iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication. (3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met: (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity; (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act; (iii) The governing body of a public power district having a chartered territory of more than one county in this state; (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state; (v) An educational service unit; (vi) The Educational Service Unit Coordinating Council; (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act; (viii) A community college board of governors; (ix) The Nebraska Brand Committee; (x) A local public health department; -9- (xi) A metropolitan utilities district; (xii) A regional metropolitan transit authority; and (xiii) A natural resources district. (b) The requirements for holding a meeting by means of virtual conferencing are as follows: (i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference; (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in **section 84-1412**, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used; (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and (iv) Except as otherwise provided in this subdivision, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. (4) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act. (5) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting. -10- (6) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of

subsection (5) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day. (7) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing. (8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. (b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings. (c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section **84-1413**. (9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section. (10) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, -11- an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034. Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8. Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments. Note: Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024. Cross References • Emergency Management Act, see section 81-829.36. • Intergovernmental Risk Management Act, see section 44-4301. • Interlocal Cooperation Act, see section 13-801. • Joint Public Agency Act, see section 13-2501. • Municipal Cooperative Financing Act, see section 18-2401. • Opioid Prevention and Treatment Act, see section 71-2485. Annotations • Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007). • An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994). • An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979). • When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979). -12- • Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976). • A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009). • A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009). • Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009). • True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*,

17 Neb. App. 292, 759 N.W.2d 499 (2009). • An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

**84-1412.** Meetings of public body; rights of public; public body; powers and duties. (1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting. (2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. (3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify -13- himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual. (4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience. (5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state. (6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation. (7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting. (8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information. Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13; -14- Laws 2024, LB43, § 21. Operative Date: July 19, 2024 Annotations • To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

**84-1413.** Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when. (1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. (2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public. (3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes. (4) The minutes of all meetings and evidence and documentation received or disclosed in open

session shall be public records and open to public inspection during normal business hours. (5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency. (6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months. -15- Source: Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2. Annotations • If a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002). • Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983). • Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981). • There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1414.** Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties. (1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty -16- days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action. (2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act. (3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section. (4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense. Source: Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4. Annotations • The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010). • Any citizen of the state may commence an action to

declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007). • The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007). • If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002). • Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988). • When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984). -17- • Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980). • The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979). • Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976). • Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009). • Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

## Planning Commission Meeting

A meeting of the Planning Commission of the City of Sidney, Nebraska, was convened in open and public session at 5:30 p.m., on August 19, 2024, in the City Council Chambers, located at 1115 13<sup>th</sup> Avenue. Present were: Chairman Loghry and Commissioners, Benzel, Glenn, Jones, Schmitt, Spiker. Others present: Chief Building Official Hall, Attorney Leef and City Clerk Borchert. Notice of the meeting was given in advance thereof by publication in the Sidney Sun-Telegraph, the designated method for giving notice, a copy of the proof of publication being attached to these minutes. Advance notice of the meeting was also given to the Chairman and all members of the Commission, and a copy of their acknowledgment of receipt of notice is attached to these minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Planning Commission of this meeting. All proceedings shown hereafter were taken while the convened meeting was open to the attendance of the public.

Chairman Schmitt announced that a current copy of the Nebraska Open Meetings Act was available for review at the rear of the room.

Loghry asked for approval of the July 15, 2024 minutes. Schmitt requested the minutes be amended to reflect that he abstained from the approval of previous minutes. Schmitt was recorded as both yea and abstaining. Borchert also removed Strommen as a yea, as she, too, was recorded as both a yea and abstaining and needed to be recorded as abstaining. Loghry asked if there were any other corrections. Glenn moved, Spiker seconded, "That the July 15, 2024 minutes be approved as amended." Roll call: Yeas: Benzel, Glenn, Jones, Loghry, Schmitt, Spiker. Nays: None. Absent: England, Sweetser, Strommen.

Loghry opened the public hearing at 5:32 pm, for consideration and recommendation to the City Council, for rezoning for Sidney Regional Medical Center(SRMC), for PID # 170001954, Legal Description: 33 14 49 PT SW/4 208.7' x 208.7', lands inside Sidney, NE, commonly known as 1955 Greenwood Road and PID #170180786, Legal Description: 33 14 49 PT SW ¼ 100' x 208.7', lands inside Sidney, NE commonly known as 550 Virginia Lane, are currently zoned as A, Agriculture, and are requesting to rezone the properties to C1, Central Business District. Jason Petik, CEO of SRMC, stated that the area requested was never rezoned for medical purposes, and was requesting the Planning Commission approve the rezoning to Agriculture to C1 (Medical) for the purpose of a future cancer center. Glenn asked if there were current plans in the making. Petik said this was the beginning stages. Marshall Hall, Chief Building Official, stated the zoning was appropriate for this request. There were no further comments. Loghry closed the hearing at 5:36 pm. Loghry asked for a motion. Glenn moved, Schmitt seconded, "That the zoning change from Agriculture to Central Business District be approved for Sidney Regional Medical Center for medical purposes, and recommend for approval to City Council." Roll call: Yeas: Glenn, Jones, Loghry, Schmitt, Spiker, Benzel. Nays: None. Absent: England, Sweetser, Strommen.

Loghry announced that the next item on the agenda for discussion was for cargo/storage containers that have not been permitted. Attorney Leef stated that according to Ordinance 1280.16, a cargo container is not permitted in any R zone, C1, C2, OP or PBC Zone. There are seven items on the list presented, that can not be granted a permit. Leef added, that a cargo container is permitted in a C-3, M-1, M-2 or A Zone which is not adjoining or adjacent to an R, C-1, C-2, OP or PBC Zone. Cargo containers are permitted only if a special use permit is approved by the City Planning Commission in a C-3, M-1, M-2 or A Zone which adjoins or is adjacent to an R, C-1, C-2, OP or PBC Zone. Leef stated, that the zoning map would have to be looked into on the properties surrounding the locations. The vast majority of the locations listed would have to be decided if they are adjacent or adjoining. Leef reiterated that a permit is not required if it is not adjacent or adjoining and if a M1, C3, M2 or A. Schmitt asked is AR is separate. Leef stated that AR is considered Agriculture and is not separated out, at least not in the ordinance. Leef stated that the Commissioners might want to get the ordinance changed so it is clear. Chief Aikens stated that the containers on the same lot need to be the same color as the other improvements on the lot. Benzel asked what the terms adjacent and adjoining mean. Leef stated that if it is divided by a street, stream, or alley it can still be considered adjacent, but Leef would have to research it. Areas that are not zoned could possibly be considered Agriculture, but Leef was not sure. Spiker stated that he thought some of the ordinances need updated. Leef stated as the Commissioners come across them, she could help with the verbiage in updating them. Schmitt asked what can be done about the containers that are currently not allowed. Hall stated that he would need to see if the containers were placed prior to the establishment of the ordinance in 2011. The next step would be to send out letters. Aikens stated that he had a letter drafted that Hall could use as a template. Schmitt asked how it would be proven that containers were placed before 2011. Leef stated

that the assessors would be a starting place. In the past, Leef continued, the city has allowed time for the people to remove the containers. Aikens stated that they had 30 days to remove the containers. It was determined by the Commissioners that conditional use permits would be required from the people who are currently not permitted and are not in the proper zoning for the container. This would not include the zones R, C1, C2, OP or PBC Zone, which are not allowed. Loghry brought up safety concerns of open cargo containers. Leef stated that this would have to be on the next agenda as this item was for discussion of the placement of containers as per zoning. The Commissioners asked for open cargo containers for security to be added to next month's agenda and an update on the status of cargo containers that have not been permitted.

There were no further comments.

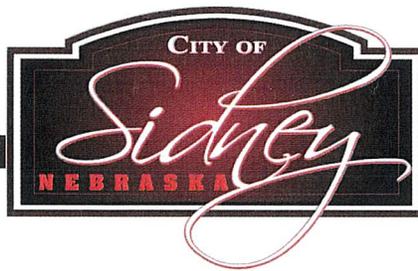
Meeting adjourned at 6:07 p.m.

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CHAIRMAN, Doug Loghry

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LORI BORCHERT, CITY CLERK



**SMALL TOWN VALUES**

1115 13TH AVENUE PO BOX 79  
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## MEMORANDUM

DATE: Sept 16, 2024

MEMO TO: Planning and Zoning Commission

FROM: Marshall Hall, Chief Building Official

RE: The application of a Conditional Use Permit by Industrial Tower West, LLC., Approximately 1 acre of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 8, Township 13 North, Range 49, West of the 6<sup>th</sup> PM, Cheyenne County Nebraska, part of Parcel ID: 170074218, to construct a wireless telecommunications facility.

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**BACKGROUND/DISCUSSION:** The communications equipment previously used, was located on the old Cabela corporate offices. The US Airforce required the apparatus to be removed from the building as it could interfere with the military's communications. The only suitable location to be found was on the Ramirez's property, located across Old Post Road, 2807 Windy Hill Road, which has a "line of sight" location for an 80' tower to be erected.

**RECOMMENDATION:** The zoning and height restrictions are a requirement for a Conditional Use Permit per ordinance 1264.03 and have been satisfied. Staff recommends the approval of the Conditional Use Application for the construction of an 80' communications tower on the Ramirez's property.



# City of Sidney, Nebraska

1115 13th Avenue, P.O. Box 79, Sidney, NE 69162, (308-254-5300)

## APPLICATION FOR CONDITIONAL USE PERMIT

DATE: 8/23/2024

Filing Fee: \$200.00

Receipt No.: \_\_\_\_\_

NAME OF APPLICANT: Industrial Tower West, LLC - C/O Teresa Sweigart

ADDRESS OF APPLICANT: 2825 E. Beaver Ave., Ft Morgan, CO 80701

ADDRESS OF CONDITIONAL USE PERMIT: 2807 Windy Hill Road, Sidney, NE 69162

LEGAL DESCRIPTION: \_\_\_\_\_

Approximately 1 acre of the NE¼ of the NW¼ of Section 8, Township 13 North,  
Range 49 West of the 6th P.M., Cheyenne County Nebraska, part of Parcel ID: 170074218

LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ ADDITION: \_\_\_\_\_

CURRENT ZONING: AG ZONE THE USE IS PERMITTED: AG

DESCRIPTION OF USE: We are proposing to construct a wireless telecommunications facility.

The proposed site facility will consists of a 100' monopole, and related ground equipment.

It will be approximately 50' x 50' with a fence surrounding the facility.

STATE REASON WHY THE PERMIT SHOULD ISSUED: This facility will fill a significant gap in  
coverage and will not be detrimental or incompatible with the surrounding land uses.

Signature of Applicant: Teresa Sweigart

Contact Phone Number: 970-467-4154

Email: teresa.sweigart@induswest.com

Official Use Only: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
CHAIRPERSON, PLANNING COMMISSION

\_\_\_\_\_  
SECRETARY, PLANNING COMMISSION

PERMIT NO. ISSUED: \_\_\_\_\_

DATE PERMIT EXPIRES: \_\_\_\_\_

**inspection@cityofsidney.org**

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**From:** Teresa Sweigart <Teresa.Sweigart@induswest.com>  
**Sent:** Friday, August 23, 2024 10:42 AM  
**To:** sidneynevd@cityofsidney.org  
**Cc:** Kyle DeNardo  
**Subject:** Sidney Cabela's Replacement, NE//CUP-Fire Department Letter

Good afternoon, Chief Matt Butts,

Industrial Tower West & Viaero Wireless are proposing to construct a wireless telecommunications facility within the City of Sidney, NE. As a part of the Conditional Use Permit Application, we are sending you this letter.

The proposed facility site address is 2807 Windy Hill Rd. The facility will be approximately 50' x 50'. It will be fenced, and access will be off Windy Hill Road. We have access agreements we have with Points West Community Bank and the Ramirez family. Within the facility we will have electrical cabinets, a 60kW Kohler Standby Generator & (1) 1000 Gallon Propane Tank.

Please let me know if the fire department has any permits or requirements we need to fulfill.  
Thank you,

**Teresa Sweigart**  
Site Acquisition Specialist/ Industrial Tower West LLC  
Mobile: 970.467.4154  
[teresa.sweigart@induswest.com](mailto:teresa.sweigart@induswest.com)

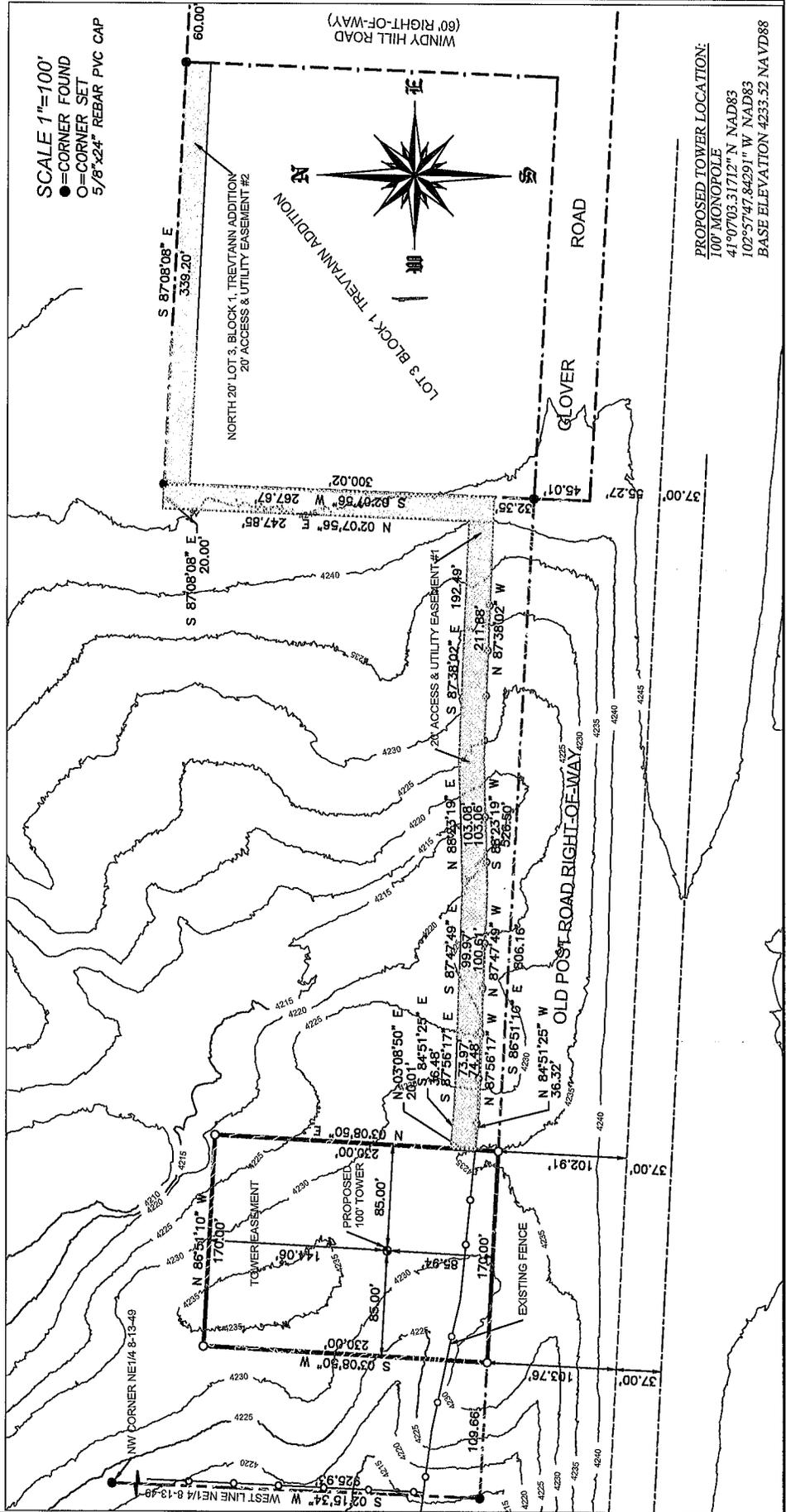
**Teresa Sweigart**  
**Site Acquisition Specialist | Industrial Tower West LLC**  
Mobile: 970.467.4154  
[teresa.sweigart@induswest.com](mailto:teresa.sweigart@induswest.com)



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**SIDNEY CABELA'S (REPLACEMENT) TOWER SURVEY**  
 PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH,  
 RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA.



**PROPOSED TOWER LOCATION:**  
 100' MONOPOLE  
 41°07'03.31712" N, NAD83  
 102°57'47.84291" W, NAD83  
 BASE ELEVATION 4233.52 NAVD88

Scale: 1"=100'  
 Date: JUNE 30, 2024  
 Drawn By: SMH  
 REVISION: AUGUST 19, 2024

**ACCUSTAR SURVEYING**  
 30801 COUNTY ROAD 17  
 PHONE: (308) 823-0197  
 MITCHELL, NE 69357  
 CELL: (308) 631-0737

**PROJECT:**  
 SIDNEY CABELA'S (REPLACEMENT)  
 INDUSTRIAL TOWER WEST LLC  
 SIDNEY, NEBRASKA

**SHEET**  
 1 OF 2

**SIDNEY CABELA'S (REPLACEMENT) TOWER SURVEY**  
 PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH,  
 RANGE 49 WEST OF THE 6TH P.M., CHEYENNE COUNTY, NEBRASKA.

EASEMENT DESCRIPTION:

TOWER EASEMENT:

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 49 WEST OF THE 6TH PRINCIPAL MERIDIAN, CHEYENNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 REFERRING TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE, ALONG THE WEST LINE OF SAID QUARTER SECTION, S2°15'24"W TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF OLD POST ROAD, BEING A DISTANCE OF 925.23 FEET; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY, S86°51'10"E FOR A DISTANCE OF 109.66 FEET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, S86°51'10"E FOR A DISTANCE OF 170.00 FEET; THENCE, N03°08'50"E FOR A DISTANCE OF 230.00 FEET; THENCE, N86°51'10"W FOR A DISTANCE OF 170.00 FEET; THENCE, S03°08'50"W FOR A DISTANCE OF 230.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING AN AREA OF 0.90 ACRES, MORE OR LESS.

20 FEET ACCESS & UTILITY EASEMENT #1

A 20 FEET WIDE ACCESS AND UTILITY EASEMENT BEING A STRIP OF LAND OVER AND ACROSS THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 49 WEST OF THE 6TH PRINCIPAL MERIDIAN, CHEYENNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1, TREVTANN ADDITION TO THE CITY OF SIDNEY, CHEYENNE COUNTY, NEBRASKA; THENCE, ALONG THE WEST LINE OF SAID LOT 3, S02°07'56"W FOR A DISTANCE OF 267.67 FEET; THENCE, N87°38'02"W FOR A DISTANCE OF 211.88 FEET; THENCE, S88°23'19"W FOR A DISTANCE OF 103.06 FEET; THENCE, N87°47'49"W FOR A DISTANCE OF 100.61 FEET; THENCE, N87°56'17"W FOR A DISTANCE OF 74.48 FEET; THENCE, N84°51'25"W TO THE EAST BOUNDARY OF ABOVE DESCRIBED TRACT, BEING A DISTANCE OF 36.32 FEET; THENCE, ALONG SAID EAST BOUNDARY, N03°08'50"E FOR A DISTANCE OF 20.01 FEET; THENCE, S84°51'25"E FOR A DISTANCE OF 36.48 FEET; THENCE, S87°56'17"E FOR A DISTANCE OF 73.97 FEET; THENCE, S87°47'49"E FOR A DISTANCE OF 99.97 FEET; THENCE, N88°23'19"E FOR A DISTANCE OF 103.08 FEET; THENCE, S87°38'02"E FOR A DISTANCE OF 192.49 FEET; THENCE, N02°07'56"E FOR A DISTANCE OF 247.85 FEET; THENCE, S87°08'08"E FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

20 FEET ACCESS & UTILITY EASEMENT #2

A 20 FEET WIDE ACCESS AND UTILITY EASEMENT BEING THE NORTH 20 FEET OF LOT 3, BLOCK 1, TREVTANN ADDITION TO THE CITY OF SIDNEY, CHEYENNE COUNTY, NEBRASKA.

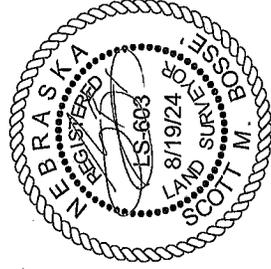
SURVEYOR'S CERTIFICATE:

I, SCOTT M. BOSSE, NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE TRACT AS DESCRIBED IN THE LEGAL DESCRIPTION AND SHOWN ON THE ACCOMPANYING DRAWING; THAT THE ACCOMPANYING DRAWING IS A CORRECT DELINEATION OF SAID SURVEY DRAWN TO A SCALE OF 60 FEET TO THE INCH; THAT SAID SURVEY AND DRAWING WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THE DISTANCES ARE GROUND DISTANCES GIVEN IN FEET AND DECIMALS OF A FOOT; AND THE MONUMENTS WERE FOUND OR SET AS INDICATED AND THE BOUNDARY IS DEPICTED BY A THICKENED SOLID LINE.

WITNESS MY HAND AND SEAL this 19th day of August, 2024.



Scott M. Bosse  
 NEBRASKA REGISTERED LAND SURVEYOR NUMBER 603



SURVEYOR NOTES:  
 1) THIS TRACT MAY BE SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD OR APPARENT.  
 2) ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY SURVEYOR. NO ABSTRACT, CURRENT TITLE COMMITMENT NOR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED FOR THIS SURVEY.

**OPTION AGREEMENT FOR  
PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

Points West Community Bank, a Colorado corporation (the "Grantor"), whose mailing address is 420 Glover Rd., P.O. Box 157 Sidney, NE 69162 for the consideration of [REDACTED] "Option Payment"), hereby grants to Mountain Tower & Land, LLC, a Colorado limited liability company (the "Grantee") whose mailing address is 1224 W. Platte Avenue, Fort Morgan, CO 80701, an Option to Purchase (the "Option") a Permanent Access Easement and Utility Easement (together the "Easement") for ingress and egress to a telecommunications tower (located entirely on adjacent property not owned by Grantor the "Permanent Easement Parcel") and related facilities including the installation, construction, repair, replacement and operation of electric and communication lines, and necessary or convenient wires, manholes, conduits, fixtures, appliances, protective wires and devices in connection with a fiber optic system all to utilize the telecommunications tower referenced above ("Improvements"). The Easement shall be substantially in the form of Exhibit A attached hereto and incorporated herein.

The Parties further agree as follows:

**1. Property:**

Approximately 0.20 acre of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8, Township 13 North, Range 49 West of the 6<sup>th</sup> P.M., also known as Lot 3, Block 1 Trevtann Addition to the City of Sidney, Cheyenne County Nebraska, Parcel ID #170183151 (the "Property").

A completed survey will be attached to the form of Permanent Easement at closing.

- 2. Term and Expiration:** The "Term" of this Option shall be for a period of twelve (12) months following the Effective Date, as provided below. If Grantee does not exercise its Option hereunder, the Option shall expire as of the first day after the Term. Upon expiration of the Option, Grantor will not be entitled to any payment other than the Option Payment, and both Grantor and Grantee will have no further obligations of any kind under this Option Agreement. The Option Payment shall be provide to Grantor within two (2) business days of the full execution of this Option.
- 3. Survey:** Grantee will have a survey of the Easement and Property prepared by a Nebraska registered surveyor, at Grantee's expense, within sixty (60) days after the Effective Date, or at the earliest practicable time under the circumstances, whichever is later.
- 4. Governmental Approvals:** Grantor authorizes Grantee to make all necessary applications for governmental approvals associated with the Easement. Grantee will pay for all necessary governmental approvals associated with the Easement. Grantor also authorizes Grantee to conduct any tests or surveys Grantee deems as necessary on the portion of the Property intended to be utilized for the Easement at Grantee's expense during the term of this Option. Such tests or surveys conducted by Grantee, or any representative of Grantee, shall not unreasonably disturb Grantor's operations on the Property. Grantee shall indemnify and hold Grantor harmless from any damage, loss, claim, or cause of action of whatever nature may arise from Grantee's tests or

**OPTION AGREEMENT FOR  
PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

surveys. Grantee shall also be responsible, at Grantee's sole cost and expense, to repair any damage caused to the Property by such tests or surveys.

5. **Title:** Grantee agrees to pay all costs and expenses of obtaining an owner's title insurance policy and will pay all closing costs and recording fees associated with this transaction in the event that Grantee chooses to exercise its Option.
  
6. **Exercise of Option and Total Purchase Price:** In the event all local, state and federal governmental approvals are granted and the land is deemed acceptable, in Grantee's sole opinion, Grantee may elect to exercise its Option. Grantee may acquire the Easement at any time during the Term by giving Grantor, at Grantor's address above, written notice of Grantee's election to exercise the Option ("Notice of Exercising Option"). If Grantee provides a Notice of Exercising its Option, Grantor shall sell and assign the Easement to Grantee for and in consideration of [REDACTED]
  
7. **Closing:** The closing of the transaction shall be within thirty (30) days after Grantor's receipt of Notice of Exercising Option at a location and time mutually acceptable to the parties.
  
8. **Clarification of Access and Utility Easements:** Grantor agrees to grant an Access Easement and a Utility Easement, all necessary for operation of the Improvements on the Permanent Easement Parcel and constructing and delivering electric power, telephone or fiber connections by either above ground or underground lines to the Telecommunications Tower on the Permanent Easement Parcel. The location of such Access Easement and Utility Easement shall generally be located along the northern border of the Property at locations acceptable to Grantor and Grantee. Approvals for required future easements to install telephone or fiber connections required to operate the Improvements shall not unreasonably be withheld and shall be granted with no additional cost owed to Grantor if such connections are located entirely within the then existing Easement Area as shown on the Survey.
  
9. **Additional Provisions:**
  - a. Grantee shall pay all escrow closing fees, title insurance premiums, recording fees, transfer fees (if any), State documentary stamp tax (if any), electricity construction, access development (if any) and Grantee's attorney fees for representing Grantee's interest. Grantee shall also pay Grantor's legal and professional fees incurred in reviewing all necessary documents, in an amount not to exceed [REDACTED]. Grantee shall pay all costs and expenses that might be incurred by Grantor, Grantee, or any utility company with utilities located within the Easement Area that are impacted by Grantee's activities hereunder.

**OPTION AGREEMENT FOR  
PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

- b. Grantor makes no warranty or representation to Grantee related to the Property and its suitability for Grantee's purposes hereunder. Grantor agrees to deliver the Easement free from liens. Should Grantee identify any administrative costs associated with conveying clean and clear title that Grantee requests be addressed, Grantee shall be solely responsible for such costs and expenses incurred by Grantor.
  - c. All real estate taxes pertaining to the Easement will be paid by Grantor. Any personal property taxes or taxes for Improvements on the Easement made by Grantee shall be paid by Grantee. Grantee agrees to cooperate with Grantor in the event the county assessor is able to separately assess any such personal property taxes or taxes for Improvements in the Easement Area.
  - d. Grantee is responsible for maintaining the Easement Area. Such maintenance shall include the removal of any trash or debris within the Easement Area and proper mowing and weed removal within the Easement Area.
  - e. If Grantor desires the location of the Access and Utility Easement to be changed any time after the execution of the Easement Agreement herein, the fees and costs of a new survey, drafting of a new access easement agreement, recording of the executed new access easement agreement, and construction of the Improvements of the new access easement, shall be paid solely by Grantor. Provided the cost of construction of the new access easement shall on be required to be paid in the event the Grantee has completed construction of the access easement and associated improvements previously.
  - f. If, after timely construction of the Improvements, Grantee or its successors or assigns fails to use the Easement for telecommunications purposes for a period of twelve (12) consecutive months, Grantee or its successors or assigns shall, within (90) days, remove all Improvements, including personal and mixed property thereon, and restore the above-described real estate to substantially the same condition as received, reasonable wear and tear excepted. Grantee will also prepare and file a Termination of Easement to be recorded with the Register of Deeds, at Grantee's or its successors and assign's expense.
10. **Assignment:** Grantee may assign this Option Agreement, together with the rights and obligations associated with the Easement, at any time, to any legal entity, by giving written notification of the assignment to Grantor at the address noted above. This provision shall survive closing. Any such assignment shall not release Grantee from its obligations hereunder unless a written release is provided by Grantor in Grantor's sole and absolute discretion.
11. **Effective Date:** This Option Agreement is executed and effective as of the date of the Grantor's notarized signature below (the "Effective Date").
12. **Modification:** This Option Agreement shall only be modified by written agreement referencing this Option Agreement and signed by all parties.

**OPTION AGREEMENT FOR**  
**PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

13. **Entire Agreement:** The Option Agreement states all the terms agreed between the parties, and supersedes any prior or contemporaneous agreements, between the parties relating to the subject matter of the Option Agreement.

(Signatures on Following Page)

**OPTION AGREEMENT FOR**  
**PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

**Grantor:**

Points West Community Bank

By: \_\_\_\_\_

Name: Rick Heckenlively

Title: Branch President

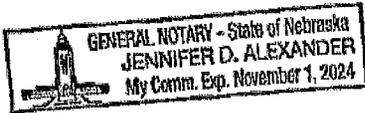
STATE OF NEBRASKA    )  
  ) ss:  
COUNTY OF CHEYENNE )

The foregoing instrument was acknowledged before me this 15 day of August, 2024, by Rick Heckenlively, as Branch President on behalf of Points West Community Bank, a Colorado corporation, on behalf of the Corporation.

Witness my hand and official seal.

Jennifer D. Alexander  
Notary Public

[SEAL]



My commission expires: 11-1-2024



**EXHIBIT A**  
**(Form of Permanent, Access, and Utility Easement)**

**Return to:**  
Mountain Tower & Land, LLC  
1224 West Platte Ave.  
Fort Morgan, CO 80701

**PERMANENT ACCESS EASEMENT**

**AND UTILITY EASEMENT**

Points West Community Bank, a Colorado corporation (the "Grantor"), whose mailing address is 420 Glover Rd., P.O. Box 157 Sidney, NE 69162, for and in consideration of [REDACTED] in hand paid, hereby grants to Mountain Tower & Land, LLC, a Colorado limited liability company (the "Grantee") whose mailing address is 1224 W. Platte Avenue, Fort Morgan, CO 80701, a Permanent Access Easement and Utility Easement (together the "Easement") for ingress and egress to a telecommunications tower and related facilities including the installation, construction, repair, replacement and operation of electric and communication lines, and necessary or convenient wires, manholes, conduits, fixtures, appliances, protective wires and devices in connection with a fiber optic system ("Improvements") over, under and across the following real property, owned by Grantor, in Cheyenne County, Nebraska, to wit:

Tower site Easement  
[Legal Description from Survey]

Access Easement  
[Legal Description from Survey]

Utility Easement  
[Legal Description from Survey]

The "Easement." See Attached Exhibit "A," survey of the property for the "Easement Area".

Grantee shall acquire and maintain all necessary local, state and federal governmental approvals to construct and use the Improvements. If, after timely construction of the Improvements, Grantee or its successors or assigns fails to use the Easement for telecommunications purposes for a period of twelve (12) consecutive months, Grantee or its successors or assigns shall, within (90) days, remove all Improvements, including personal and

mixed property thereon, and restore the above-described real estate to substantially the same condition as received, reasonable wear and tear excepted. Grantee will also prepare and file a Termination of Easement to be recorded with the County Clerk and Register of Deeds, at Grantee's or its successors and assign's expense.

This Easement is conditioned upon Grantee or its designee maintaining a commercial general liability insurance policy for property damage and liability, including but not limited to bodily injury, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate. Grantee shall at all times maintain a Workers Compensation or, if applicable, an Employer's Liability Insurance Policy to the Statutory Limits.

This Easement is further conditioned upon Grantee being responsible for the acts and omissions (including physical damage or liability) of all subcontractors and sub-subcontractors it uses pursuant to this Easement.

Grantee may assign this Easement, together with the rights and obligations associated with the Easement, at any time, to any legal entity, by giving written notification of the assignment to the Grantor at the address noted above. Any such assignment shall not release Grantee from its obligations hereunder unless a written release is provided by Grantor in Grantor's sole and absolute discretion.

All real estate taxes pertaining to the Easement will be paid by Grantor; any personal property taxes or taxes for Improvements on the real property made by Grantee shall be paid by Grantee. Grantee agrees to cooperate with Grantor in the event the county assessor is able to separately assess any such personal property taxes or taxes for Improvements in the Easement Area.

Grantee is responsible for maintaining the Easement Area. Such maintenance shall include the removal of any trash or debris within the Easement Area and proper mowing and weed removal within the Easement Area.

If the location of the Access or Utility Easement is needed to be changed by the Grantor in the future, the cost of any survey, drafting of easement, recording of the executed easement and construction of easement, if any, are to be paid 100% by Grantor.

This Easement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

This Easement has been executed by the duly authorized signatories as of the \_\_\_ day of [MONTH], 202\_\_.

**Grantor:**  
Points West Community Bank

By: \_\_\_\_\_  




**OPTION AGREEMENT FOR  
PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

Points West Community Bank, a Colorado corporation (the "Grantor"), whose mailing address is 420 Glover Rd., P.O. Box 157 Sidney, NE 69162 for the consideration of [REDACTED] "Option Payment"), hereby grants to Mountain Tower & Land, LLC, a Colorado limited liability company (the "Grantee") whose mailing address is 1224 W. Platte Avenue, Fort Morgan, CO 80701, an Option to Purchase (the "Option") a Permanent Access Easement and Utility Easement (together the "Easement") for ingress and egress to a telecommunications tower (located entirely on adjacent property not owned by Grantor the "Permanent Easement Parcel") and related facilities including the installation, construction, repair, replacement and operation of electric and communication lines, and necessary or convenient wires, manholes, conduits, fixtures, appliances, protective wires and devices in connection with a fiber optic system all to utilize the telecommunications tower referenced above ("Improvements"). The Easement shall be substantially in the form of Exhibit A attached hereto and incorporated herein.

The Parties further agree as follows:

1. **Property:**

Approximately 0.20 acre of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 8, Township 13 North, Range 49 West of the 6<sup>th</sup> P.M., also known as Lot 3, Block 1 Trevtann Addition to the City of Sidney, Cheyenne County Nebraska, Parcel ID #170183151 (the "Property").

A completed survey will be attached to the form of Permanent Easement at closing.

2. **Term and Expiration:** The "Term" of this Option shall be for a period of twelve (12) months following the Effective Date, as provided below. If Grantee does not exercise its Option hereunder, the Option shall expire as of the first day after the Term. Upon expiration of the Option, Grantor will not be entitled to any payment other than the Option Payment, and both Grantor and Grantee will have no further obligations of any kind under this Option Agreement. The Option Payment shall be provide to Grantor within two (2) business days of the full execution of this Option.
3. **Survey:** Grantee will have a survey of the Easement and Property prepared by a Nebraska registered surveyor, at Grantee's expense, within sixty (60) days after the Effective Date, or at the earliest practicable time under the circumstances, whichever is later.
4. **Governmental Approvals:** Grantor authorizes Grantee to make all necessary applications for governmental approvals associated with the Easement. Grantee will pay for all necessary governmental approvals associated with the Easement. Grantor also authorizes Grantee to conduct any tests or surveys Grantee deems as necessary on the portion of the Property intended to be utilized for the Easement at Grantee's expense during the term of this Option. Such tests or surveys conducted by Grantee, or any representative of Grantee, shall not unreasonably disturb Grantor's operations on the Property. Grantee shall indemnify and hold Grantor harmless from any damage, loss, claim, or cause of action of whatever nature may arise from Grantee's tests or

**OPTION AGREEMENT FOR  
PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

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8. **Clarification of Access and Utility Easements:** Grantor agrees to grant an Access Easement and a Utility Easement, all necessary for operation of the Improvements on the Permanent Easement Parcel and constructing and delivering electric power, telephone or fiber connections by either above ground or underground lines to the Telecommunications Tower on the Permanent Easement Parcel. The location of such Access Easement and Utility Easement shall generally be located along the northern border of the Property at locations acceptable to Grantor and Grantee. Approvals for required future easements to install telephone or fiber connections required to operate the Improvements shall not unreasonably be withheld and shall be granted with no additional cost owed to Grantor if such connections are located entirely within the then existing Easement Area as shown on the Survey.
  
9. **Additional Provisions:**
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**OPTION AGREEMENT FOR  
PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

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11. **Effective Date:** This Option Agreement is executed and effective as of the date of the Grantor's notarized signature below (the "Effective Date").
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**OPTION AGREEMENT FOR**  
**PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

13. **Entire Agreement:** The Option Agreement states all the terms agreed between the parties, and supersedes any prior or contemporaneous agreements, between the parties relating to the subject matter of the Option Agreement.

(Signatures on Following Page)

**OPTION AGREEMENT FOR  
PERMANENT ACCESS EASEMENT AND UTILITY EASEMENT**

**Grantor:**

Points West Community Bank

By: \_\_\_\_\_

Name: Rick Heckenlively

Title: Branch President

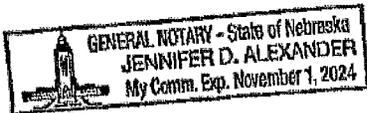
STATE OF NEBRASKA    )  
  ) ss:  
COUNTY OF CHEYENNE )

The foregoing instrument was acknowledged before me this 15 day of August 2024, by Rick Heckenlively, as Branch President on behalf of Points West Community Bank, a Colorado corporation, on behalf of the Corporation.

Witness my hand and official seal.

Jennifer D. Alexander  
Notary Public

[SEAL]



My commission expires: 11-1-2024



**EXHIBIT A**  
**(Form of Permanent, Access, and Utility Easement)**

**Return to:**  
Mountain Tower & Land, LLC  
1224 West Platte Ave.  
Fort Morgan, CO 80701

**PERMANENT ACCESS EASEMENT**

**AND UTILITY EASEMENT**

Points West Community Bank, a Colorado corporation (the "Grantor"), whose mailing address is 420 Glover Rd., P.O. Box 157 Sidney, NE 69162, for and in consideration of [REDACTED] in hand paid, hereby grants to Mountain Tower & Land, LLC, a Colorado limited liability company (the "Grantee") whose mailing address is 1224 W. Platte Avenue, Fort Morgan, CO 80701, a Permanent Access Easement and Utility Easement (together the "Easement") for ingress and egress to a telecommunications tower and related facilities including the installation, construction, repair, replacement and operation of electric and communication lines, and necessary or convenient wires, manholes, conduits, fixtures, appliances, protective wires and devices in connection with a fiber optic system ("Improvements") over, under and across the following real property, owned by Grantor, in Cheyenne County, Nebraska, to wit:

Tower site Easement  
[Legal Description from Survey]

Access Easement  
[Legal Description from Survey]

Utility Easement  
[Legal Description from Survey]

The "Easement." See Attached Exhibit "A," survey of the property for the "Easement Area".

Grantee shall acquire and maintain all necessary local, state and federal governmental approvals to construct and use the Improvements. If, after timely construction of the Improvements, Grantee or its successors or assigns fails to use the Easement for telecommunications purposes for a period of twelve (12) consecutive months, Grantee or its successors or assigns shall, within (90) days, remove all Improvements, including personal and

mixed property thereon, and restore the above-described real estate to substantially the same condition as received, reasonable wear and tear excepted. Grantee will also prepare and file a Termination of Easement to be recorded with the County Clerk and Register of Deeds, at Grantee's or its successors and assign's expense.

This Easement is conditioned upon Grantee or its designee maintaining a commercial general liability insurance policy for property damage and liability, including but not limited to bodily injury, in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate. Grantee shall at all times maintain a Workers Compensation or, if applicable, an Employer's Liability Insurance Policy to the Statutory Limits.

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If the location of the Access or Utility Easement is needed to be changed by the Grantor in the future, the cost of any survey, drafting of easement, recording of the executed easement and construction of easement, if any, are to be paid 100% by Grantor.

This Easement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

This Easement has been executed by the duly authorized signatories as of the \_\_\_ day of [MONTH], 202\_\_.

**Grantor:**

Points West Community Bank

By: \_\_\_\_\_  




**Address List of Surrounding Landowners**

1. Melissa & Alex Ramirez – 2807 Windy Hill Road, Sidney, NE 69162
2. Marvin Filsinger – 1204 24<sup>th</sup> Ave., Sidney, NE 69162
3. Points West Community Bank – 420 Glover Road, Sidney, NE 69162



**SMALL TOWN VALUES**

1115 13TH AVENUE PO Box 79  
SIDNEY NEBRASKA 69162

**BIG TIME OPPORTUNITIES**

PHONE (308) 254-5300 FAX (308) 254-3164  
[www.cityofsidney.org](http://www.cityofsidney.org)

## MEMORANDUM

DATE: Sept 16, 2024

MEMO TO: Planning and Zoning Commission

FROM: Marshall Hall, Chief Building Official

RE: The application by Travis Allen to subdivide a tract of land, located in the Southwest (SW/4) of Section Twenty-Five (25), Township Fourteen (14) North, Range Fifty (50), West of the 6<sup>th</sup> PM, Cheyenne County, Nebraska, also known as Road 109, Sidney, Nebraska to divide into 3 parcels Lot 1 and Lot 3 to remain Agricultural (A) and Lot 2 is to be rezoned to Agricultural Residential (AR), all as shown in the attached plat.

---

**BACKGROUND/DISCUSSION:** The 80 acres will be subdivided into three separate plots of land. Two will remain agricultural and one will be rezoned AR-Agricultural Residential. In the future, plans are to build a single-Family Dwelling on this Five-acre plot.

**RECOMMENDATION:** Staff recommends the subdivision of the property as it is acceptable per city zoning ordinances.

LAW OFFICES OF  
**MATZKE, MATTOON, MARTENS & STROMMEN, L.L.C.**

907 JACKSON STREET  
P.O. BOX 316  
SIDNEY, NEBRASKA 69162-0316

STEVEN F. MATTOON  
TANYA M. MARTENS  
KENDRA A. STROMMEN

TELEPHONE  
(308) 254-5595  
FACSIMILE  
(308) 254-5019

Title Opinion

August 21, 2024

City of Sidney Planning Commission and City Council  
c/o Sidney City Clerk - Treasurer  
1115 13<sup>th</sup> Avenue  
P.O. Box 79  
Sidney, Nebraska 69162

In re: **Travis Allen Subdivision, Located in the Southwest (SW/4)  
of Section Twenty-five (25), Township Fourteen (14) North,  
Range Fifty (50), West of the 6th P.M., Cheyenne County,  
Nebraska, as further described in attached Exhibit "A".**

Dear Subdivision and Zoning Officials:

The attached Commitment for Title Insurance copy, commitment date April 12, 2024 at 8:00 a.m. provides that the above described tract as further described in Exhibit "A" was owned by Richard A. Fiegenschuh, Jr., and Beth E. Fiegenschuh, husband and wife, at the commitment date. Said lands were subsequently conveyed by Warranty Deed to the current owner, Travis J. Allen, a single person, by a Warranty Deed dated and filed May 1, 2024, and recorded as instrument No. 2024 0593 in the Official Records of Cheyenne County, Nebraska.

We have examined the numerical index in the Office of the County Clerk of Cheyenne County, Nebraska, from April 12, 2024 at 8:00 o'clock a.m. to August 16, 2024 at 8:00 o'clock a.m. regarding the above-described lands as well as select easements recorded prior to the commitment date. We further examined the Federal Tax Lien Index and State Tax Lien Index, as well as the records in the office of the Clerk of the District Court of Cheyenne County, Nebraska and the County Treasurer of Cheyenne County, Nebraska.

Following is our opinion with regard to the title of the above-described lands:

- a. Good and marketable title to the surface is vested in Travis J. Allen, a single person.
- b. There is an unreleased Deed of Trust to Points West Community

Bank dated and filed May 1, 2024, and recorded as Instrument No. 2024 0594 in the Official Records of Cheyenne County, Nebraska.

c. There appears of record the following Easements and Rights-of-Way:

- (1) Easement Agreement by and between Dixie Lee Lostroh Wulf and Brian Wulf, wife and husband, and Friends of Christian Radio, a Nebraska non-profit corporation, dated January 10, 1994, filed January 18, 1994, and recorded in Book 262 at Page 113 of the Miscellaneous Records of Cheyenne County, Nebraska. Said Agreement provides for an easement and right-of-way twenty feet (20') in width upon, over and across the South Half (S/2) of Section Twenty-five (25), Township Fourteen (14) North, Range Forty-nine (48) West of the 6<sup>th</sup> P.M., Cheyenne County, Nebraska to erect and maintain one pole or metal tower and a small building for an FM translator.
- (2) Easement Agreement of record from Dixie L. Wulf and Brian L. Wulf, wife and husband, to American Towers LLC, a Delaware limited liability company, dated August 7, 2013, filed October 8, 2013, and recorded in Book 305 at Page 793 of the Miscellaneous Records of Cheyenne County, Nebraska. Said Agreement grants two easements in the Northwest Quarter Northeast Quarter (NW/4NE/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Forty-nine (48) West of the 6<sup>th</sup> P.M., Cheyenne County, Nebraska, and does not appear to affect the captioned premises.
- (3) Assignment and Assumption of Lease Agreement by and between Alltel Communications of Nebraska LLC d/b/a Verizon Wireless (successor in interest to Nebraska Cellular Telephone Corporation), a Nebraska limited liability company, and American Towers LLC, a Delaware limited liability company, f/k/a American Towers, Inc., effective December 8, 2016, filed May 17, 2017, and recorded as Instrument No. 2017 00791 in the Official Records of Cheyenne County, Nebraska. Said assignment sets forth that the leased tract is a part of the Northeast Quarter Northeast Quarter (NE/4NE/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Forty-nine (48) West of the 6<sup>th</sup> P.M., Cheyenne County, Nebraska, and as such, is not a part of the captioned premises.
- (4) An Assignment from Marathon Pipe Line LLC, a Delaware limited liability company to DKM Enterprises, LLC, a Texas limited liability company effective June 30, 2006, filed July 27, 2006 and recorded in Book 281 at Page 550 of the Miscellaneous Records of Cheyenne County, Nebraska

City of Sidney Planning Commission and City Council  
c/o Sidney City Clerk - Treasurer  
August 19, 2024  
Page -2-

assigns pipeline, rights-of-way, easements and other interests. The attached Rights-of-Way list includes numerous right-of-way agreements being assigned, however the reference to Section Twenty-five (25), Township Fourteen (14) North, Range Forty-nine (48) West of the 6<sup>th</sup> P.M., Cheyenne County sets forth a Wheat Belt Public Power District "Elec Power/Service Agreement" with no recording information.

- d. There are no Federal Tax Liens with regard to Travis J. Allen.
- e. There are no State Tax Liens with regard to Travis J. Allen.
- f. There are no Judgment Liens in the office of the Clerk of the District Court of Cheyenne County, Nebraska with regard to Travis J. Allen.
- g. Real Estate Taxes for 2023 and all prior years are paid in full.

In summary, good and marketable title to the surface estate in Travis Allen Subdivision, located in the Southwest Quarter (SW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Fifty (50), West of the 6th P.M., Cheyenne County, Nebraska, is vested in Travis J. Allen.

Please contact us if you have any questions.

Best Regards,



TANYA M. MARTENS  
For the Firm

TMM:ddr

## *Premier Abstract & Title, Inc.*

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104 West 1st Street  
P.O. Box 73  
Ogallala, NE 69153  
308-284-3592  
877-889-1483 Toll Free  
308-284-4592 Fax  
bernie\_premierabstract@allophone.com  
karla\_premierabstract@allophone.com

### **PRIVACY POLICY NOTICE**

Dear Customer:

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number
- Information about your transaction with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc.
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

No response to this Notice is required, but if you have any questions, please write to us.

PREMIER ABSTRACT & TITLE, INC.



<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>L.T. Service Corp.</b>	<b>Lenders Inspection Company</b>
<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>
<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Ancillary Services, Inc.</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>
<b>Old Republic Title Company</b>	<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>
<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>	<b>RamQuest Software, Inc.</b>
<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>Trident Land Transfer Company, LLC</b>	

THE INFORMATION CONTAINED  
 HEREIN IS UNCLASSIFIED  
 DATE 08/02/2011 BY 60322  
 UCBAW/STP/STP



**WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes —</b> to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes —</b> information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes —</b> information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- 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 is not 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 is not 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 is only liable 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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.*

- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. 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 IS 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 closing, settlement, escrow, or any other purpose.
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. CLAIMS PROCEDURES
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. ARBITRATION
- The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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.alta.org/arbitration>.

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**SCHEDULE B II  
COMMITMENT**

**EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions 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**

3. **Taxes or special assessments which are not shown as existing liens by the public records.**
4. **Taxes for 2022 and prior years are paid in full. Taxes for 2023 are due, unpaid and not yet delinquent. Taxes for 2024 are accruing and are not yet due and payable. Parcel ID#170220415.**
5. **Rights of the Public, State, County, City, and/or Village in and to that portion of land referred to in this Policy taken or used for road purposes.**
6. **Reservation of an undivided one-half interest in and to all of the oil, gas and other minerals in and under and that may be produced in favor of M. E. Roberts, a. D. Roberts and L. E. Roberts, as evidenced by the instrument recorded August 1, 1949 in Deed Book 46, Page 521, Clerk's Office, Cheyenne County, Nebraska.**
7. **Reservation of an undivided one-half interest in and to all of the oil and other minerals in and under and that may be produced in favor of John C. Elsasser and Hazel E. Elsasser, husband and wife, as evidenced by the instrument recorded December 16, 1955 in Deed Book 71, Page 207, Clerk's Office, Cheyenne County, Nebraska.**

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8. **Terms and conditions of the Easement Agreement as evidenced by the instrument recorded January 18, 1994 in Miscellaneous Book 262, Page 113, Clerk's Office, Cheyenne County, Nebraska.**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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.*

ORT Form 4757NE B II  
Schedule B II - ALTA Commitment 2021 v. 01.00  
07/01/2021

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# SCHEDULE B I COMMITMENT 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.
  - a. **Deed in proper form from party shown in Schedule A, paragraph 4 hereof to party shown in Schedule A, paragraph 2(a) hereof, to be recorded with the Clerk's Office, Cheyenne County, Nebraska.**
  - b. **Mortgage/Deed of Trust from the party shown in Schedule A, paragraph 2a, to that lender shown in Schedule A, paragraph 2(b), to be recorded with the Clerk's Office, Cheyenne County, Nebraska.**
5. **Furnish this office with an Affidavit in proper form executed by party shown in Schedule A, paragraph 4 hereof, in compliance with Nebraska Marketable Title Act. (furnished by this office at closing)**
6. **Payment of the 2023 taxes (\$414.78), plus any penalties and interest that may accrue.**
7. **If an ALTA LOAN TITLE POLICY is to be issued, any endorsements required by the lender must be ordered at the time the Order is placed and additional fees will be charged. Any endorsements ordered after balancing this transaction will be billed directly to the Lender.**

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distance of 226.54 feet; thence S 02°21'36" W for a distance of 333.17 feet; thence S 16°46'44" E for a distance of 223.67 feet; thence S 56°03'08" E for a distance of 191.25 feet; thence S 08°55'56" E for a distance of 208.23 feet; thence S 31°30'57" E for a distance of 384.61 feet; thence S 18°16'36" E for a distance of 228.89 feet; thence S 04°00'33" W for a distance of 537.94 feet; thence S 27°55'21" W to a point on intersection with the south line of said Section Twenty-five (25), being a distance of 490.52 feet; thence along said South line, N 87°18'53" W for a distance of 1409.29 feet to the Point of Beginning, EXCEPT that area contained in a County Road right-of-way.

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ORT Form 4757 A  
Schedule A — ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021

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Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.e.:

Issuing Agent: Premier Abstract & Title, Inc., P.O. Box 73, Ogallala, NE 69153

Loan ID Number:

Issuing Office File Number: 20240414-D

Property Address: no address shown

Revision Number:

## SCHEDULE A COMMITMENT

1. Commitment Date: April 12, 2024 at 8:00 a.m.

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy (or 2021 ALTA® Homeowner's Policy)

Proposed Insured: Travis J. Allen, a single person

Proposed Amount of Insurance: \$ Premium: \$

The estate or interest to be insured: fee simple

b. 2021 ALTA® Loan Policy

Proposed Insured: Points West Community Bank

Proposed Amount of Insurance: \$ Premium: \$ 75.00

The estate or interest to be insured: fee simple

c. Endorsements to be issued: Premium: \$

d. Closing Protection Letter: Yes  No  Premium: \$ 25.00

3. The estate or interest in the Land at the Commitment Date is: fee simple.

4. The Title is, at the Commitment Date, vested in: Richard A. Fiegenschuh, Jr. and Beth E. Fiegenschuh, husband and wife, as disclosed in the Public Records, has been since April 6, 2015.

5. The Land is described as follows:

**A tract of land situated in the Southwest Quarter of Section Twenty-five (25), Township Fourteen (14) North, Range Fifty (50) West of the 6<sup>th</sup> P.M., Cheyenne County, Nebraska, more particularly described as follows:**

**Beginning at the Southwest corner of said Section Twenty-five (25); thence, on the West line of said Section 25, N 02°27'13" E to the Northwest corner of said Southwest Quarter, being a distance of 2646.22 feet; thence S 82°46'14" E for a distance of 975.65 feet; thence S 20°27'58" E for a**

This page is only a part of a 2021 ALTA Commitment for Title Insurance Issued by Old Republic National Title Insurance Company. 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.

ORT Form 4757 A  
Schedule A—ALTA Commitment for Title Insurance 2021 v. 01.00  
07/01/2021

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# ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## 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 EXTRACTIONAL 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 Amount of Insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

Premier Abstract & Title, Inc.  
104 W. 1st St., PO Box 73  
Ogallala, NE 69153  
308-284-3592

Karla J. Eddie  
Authorized Signature

By

C. Monroe

President

Attest

David R. Wald

Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. 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.*



# City of Sidney, Nebraska

1115 13th Avenue, P.O. Box 79, Sidney, NE 69162, (308-254-5300)

## APPLICATION FOR SUBDIVISION

1. Name of Subdivision: TRAVIS ALLEN SUBDIVISION

2. Name of applicant(s): TRAVIS J. ALLEN

Address 2202 RD 109 SIDNEY NE 69162  
(Street No. & Name) (City) (State) (Zip)

3. Owner of Record: TRAVIS J. ALLEN

Address 2202 RD 109 SIDNEY NE 69162  
(Street No. & Name) (City) (State) (Zip)

4. Subdivision Location: RD 109 SIDNEY, NE 69162

5. Legal Description and Address of Subdivision: 25 14 50 TRACT IN SW 1/4

ROAD 109 SIDNEY NE

6. Current Zoning AG Number of Proposed Lots: 3

7. Purpose of Subdivision of Land: DIVIDE INTO 3 PARCELS

LOT 1 AND LOT 3 TO REMAIN AGRICULTURAL (A)

LOT 2 IS TO BE REZONED TO AGRICULTURAL RESIDENTIAL (AR)

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

Received By: *Travis Allen*

Date: 8-19-24

## EXHIBIT "A"

A tract of land situated in the Southwest Quarter of Section Twenty-five (25), Township Fourteen (14) North, Range Fifty (50) West of the 6th P.M., Cheyenne County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Section Twenty-five (25); thence, on the West line of said Section 25, N 02°27'13" E to the Northwest corner of the said Southwest Quarter, being a distance of 2646.22 feet; thence S 82°46'14" E for a distance of 975.65 feet; thence S 20°27'58" E for a distance of 226.54 feet; thence S 02°21'36" W for a distance of 333.17 feet; thence S 16°46'44" E for a distance of 223.67 feet; thence S 56°03'08" E for a distance of 191.25 feet; thence S 08°55'56" E for a distance of 208.23 feet; thence S 31°30'57" E for a distance of 384.61 feet; thence S 18°16'36" E for a distance of 228.89 feet; thence S 04°00'33" W for a distance of 537.94 feet; thence S 27°55'21" W to a point on intersection with the south line of said Section Twenty-five (25), being a distance of 490.52 feet; thence along said South line, N 87°18'53" W for a distance of 1409.29 feet to the Point of Beginning, EXCEPT that area contained in a County Road right-of-way.

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**TRAVIS ALLEN SUBDIVISION**  
**ADMINISTRATIVE SUBDIVISION FINAL PLAT**  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 50 WEST  
 OF THE SIXTH P.M., CHEYENNE COUNTY, NEBRASKA



**OWNER'S CERTIFICATE:**  
 KNOW ALL MEN BY THESE PRESENT, THAT TRAVIS J. ALLEN, A SINGLE PERSON, THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "TRAVIS ALLEN SUBDIVISION", WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SIDNEY, CHEYENNE COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNER. SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TRAVIS J. ALLEN, A SINGLE PERSON, OWNER \_\_\_\_\_

**ACKNOWLEDGEMENT:**  
 STATE OF NEBRASKA }  
 COUNTY OF CHEYENNE } SS  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY TRAVIS J. ALLEN, OWNER.

MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(SEAL) \_\_\_\_\_ NOTARY

**CITY MANAGER AND CITY CLERK-TREASURER APPROVAL:**  
 THIS PLAT OF TRAVIS ALLEN SUBDIVISION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SIDNEY, CHEYENNE COUNTY, NEBRASKA, HAS BEEN RECEIVED AND REVIEWED BY THE CITY MANAGER OF SIDNEY, NEBRASKA AND THE CITY CLERK-TREASURER OF SIDNEY, NEBRASKA  
 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

DAVID SCOTT \_\_\_\_\_ LORI BORCHERT  
 CITY MANAGER, CITY OF SIDNEY, NEBRASKA CITY CLERK-TREASURER, CITY OF SIDNEY, NEBRASKA

**ZONING:**  
 CURRENT ZONING FOR PROPERTY IS AGRICULTURAL (A).  
 PROPOSED ZONING WITH THIS PLAT IS:  
 LOT 1 AND LOT 3 TO REMAIN AGRICULTURAL (A)  
 LOT 2 IS TO BE REZONED TO AGRICULTURAL RESIDENTIAL (AR)

**SETBACK REGULATIONS:**  
 CITY OF SIDNEY SETBACK CODES  
 AGRICULTURAL RESIDENTIAL (AR)  
 FRONT YARD 50'  
 REAR YARD 50'  
 SIDE YARD 20'

**REGISTER OF DEEDS CERTIFICATE:**  
 STATE OF NEBRASKA }  
 COUNTY OF CHEYENNE } SS  
 THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF CHEYENNE COUNTY, NEBRASKA.  
 DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ INSTRUMENT NO.: \_\_\_\_\_

REGISTER OF DEEDS \_\_\_\_\_

**OWNER'S CERTIFICATE:**  
 FOUND A 5/8" REBAR, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015,  
 1.3' BELOW GRADE  
 SW 37.96' TO A NAIL FOUND IN A GATE FENCE POST  
 ENE 23.30' TO A NAIL FOUND IN A FENCE POST  
 SE 33.23' TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN A GLY POLE  
 ESE 33.13' TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "BOSSE LS 603" FOUND FLUSH WITH GROUND ON THE EAST TOP OF BANK OF A ROAD DITCH

**B) SW CORNER SW1/4 SECTION 25-T14N-R50W**  
 FOUND A 5/8" REBAR, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015,  
 1.1' BELOW GRADE  
 E 33.48' TO A NAIL FOUND IN THE NORTH SIDE OF A CORNER FENCE POST  
 SW 64.30' TO A 5/8" REBAR FOUND FLUSH WITH GROUND  
 WNW 34.14' TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN A POWER POLE

**C) SE CORNER SW1/4 SECTION 25-T14N-R50W**  
 FOUND A 1" OPEN TOP PIPE INSIDE A 4"x4" CONCRETE MONUMENT, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015,  
 ENE 16.47' TO A NAIL FOUND IN A FENCE POST  
 WNW 7.88' TO A NAIL FOUND IN A FENCE POST  
 N 1.35' TO A NAIL FOUND IN A FENCE POST

**D) SE CORNER SW1/4 SECTION 25-T14N-R50W**  
 FOUND A 5/8" REBAR WITH NO CAP, FLUSH WITH GROUND  
 NW 39.31' TO A NAIL WITH A BOTTLE CAP FOUND IN THE TOP OF A FENCE POST  
 NE 35.42' TO A NAIL WITH A BOTTLE CAP FOUND IN THE TOP OF A FENCE POST  
 SE 31.79' TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN THE TOP OF A CORNER FENCE POST

TRAVIS ALLEN SUBDIVISION  
 THE SE 1/4 OF SECTION 25  
 TOWNSHIP 14 NORTH, RANGE 50 WEST  
 OF THE SIXTH P.M., CHEYENNE CO., NE

ADMINISTRATIVE SUBDIVISION  
 FINAL PLAT

PROJECT NO. R241700  
 DATE 8/19/2024  
 DRAWN BY MLD  
 FILE NAME 241700.dwg  
 FIELD BOOK CHEYENNE CO 1  
 FIELD CREW AM  
 SURVEY FILE NO. 2024-184

2 OF 2

# TRAVIS ALLEN SUBDIVISION ADMINISTRATIVE SUBDIVISION FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 50 WEST  
OF THE SIXTH P.M., CHEYENNE COUNTY, NEBRASKA

LEGAL DESCRIPTION: OFFICE RECORD 2024 0593

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP FOURTEEN (14) NORTH, RANGE FIFTY FIFTY (50) WEST OF THE 6TH P.M. OF CHEYENNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION TWENTY-FIVE (25), THENCE ON THE WEST LINE OF SAID SECTION 25, N02°27'13"E TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, BEING A DISTANCE OF 2846.22 FEET; THENCE S82°46'14"E FOR A DISTANCE OF 975.55 FEET; THENCE S20°27'56"E FOR A DISTANCE OF 236.54 FEET; THENCE S02°21'39"W FOR A DISTANCE OF 333.17 FEET; THENCE S16°46'44"E FOR A DISTANCE OF 223.67 FEET; THENCE S59°03'09"E FOR A DISTANCE OF 191.25 FEET; THENCE S08°55'56"E FOR A DISTANCE OF 208.23 FEET; THENCE S31°30'57"E FOR A DISTANCE OF 384.61 FEET; THENCE S18°16'38"E FOR A DISTANCE OF 238.89 FEET; THENCE S04°00'33"W FOR A DISTANCE OF 537.84 FEET; THENCE S27°52'21"W TO A POINT ON INTERSECTION WITH THE SOUTH LINE OF SAID SECTION TWENTY-FIVE (25), BEING A DISTANCE OF 490.52 FEET; THENCE ALONG SAID SOUTH LINE, N87°18'53"W FOR A DISTANCE OF 1408.29 FEET TO THE POINT OF BEGINNING, EXCEPT THAT AREA CONTAINED IN A COUNTY ROAD RIGHT-OF-WAY.

**SURVEYOR'S REPORT:**

THIS SURVEY WAS PERFORMED AT THE REQUEST OF TRAVIS ALLEN. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE BOUNDARY OF TRAVIS ALLEN SUBDIVISION TO CHEYENNE COUNTY, NEBRASKA AND PLAT IT INTO THREE LOTS.

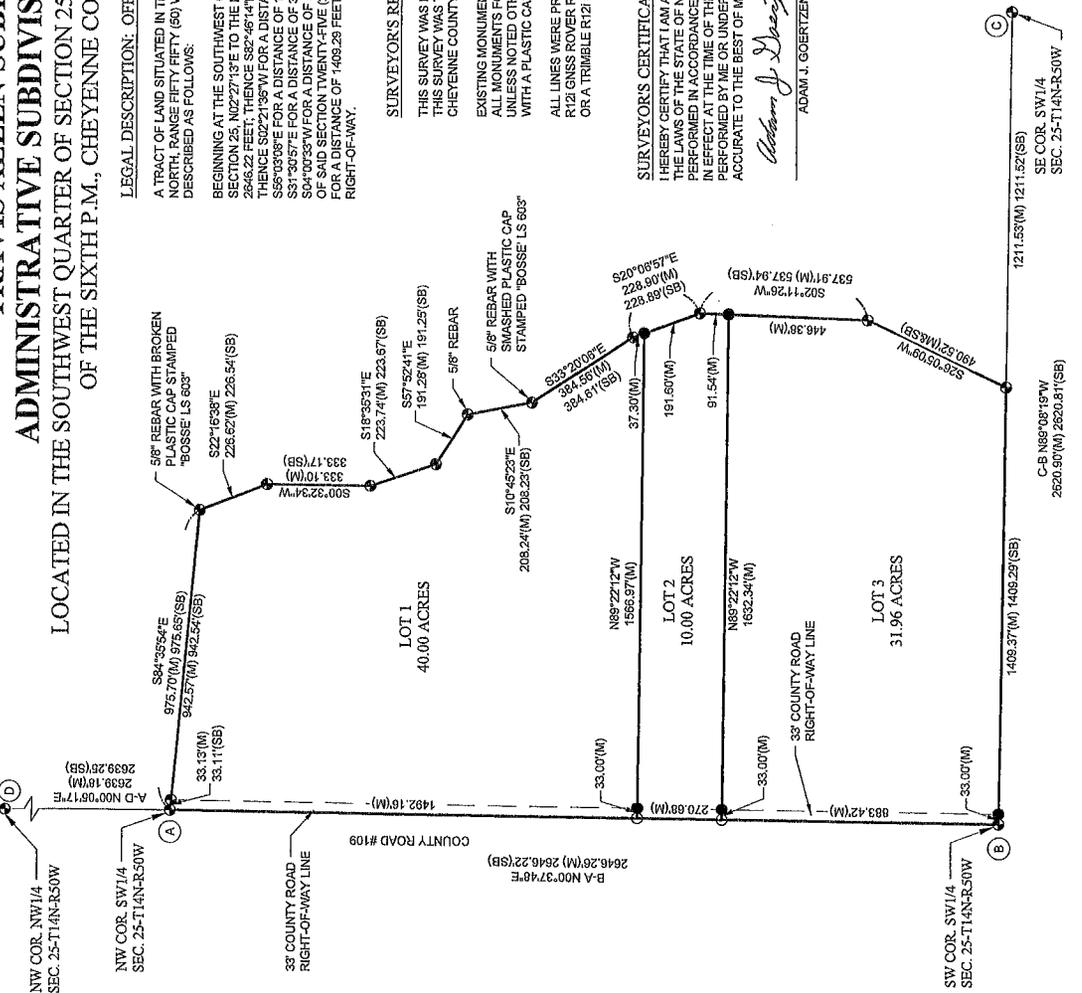
EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE 5/8" REBAR WITH A PLASTIC CAP STAMPED "BOSSE LS 603", UNLESS NOTED OTHERWISE ON THIS PLAT. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN LS 704".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R12I GNSS ROVER RECEIVER UTILIZING THE SELLER INSTRUMENTS REAL TIME NETWORK OR A TRIMBLE R12I GNSS BASE RECEIVER.

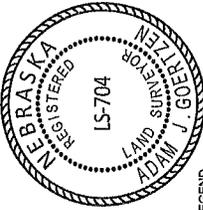
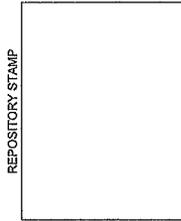
**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA; THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY; THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

*Adam J. Goertzen*  
ADAM J. GOERTZEN, LS 704



NOTE: ALL BEARINGS ARE IN THE CHEYENNE COUNTY LOW DISTORTION PROJECTION



**LEGEND:**

- MONUMENT FOUND
- MONUMENT SET
- CALCULATED POINT
- CENTER DISTANCE
- G MEASURED DISTANCE
- M PLATTED DISTANCE
- P RECORDED DISTANCE
- SB RECORDED DISTANCE (SCOTT BOSSE 3/19/2015)

PROJECT NO. FS241700  
DATE 8/19/2024  
DRAWN BY MLD  
FILE NAME 240819.dwg  
FIELD BOOK CHEYENNE CO 1  
FIELD DRAWY AM  
SURVEY FILE NO. 2024-184

TRAVIS ALLEN SUBDIVISION  
ADMN. SUBD. FINAL PLAT  
THE S1/4 OF SECTION 25  
TOWNSHIP 14 NORTH, RANGE 50 WEST  
OF THE SIXTH P.M., CHEYENNE CO., NE  
ADMINISTRATIVE SUBDIVISION





**TRAVIS ALLEN SUBDIVISION  
ADMINISTRATIVE SUBDIVISION FINAL PLAT**  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 50 WEST  
OF THE SIXTH P.M., CHEYENNE COUNTY, NEBRASKA

**OWNER'S CERTIFICATE:**

KNOW ALL MEN BY THESE PRESENT, THAT TRAVIS J. ALLEN, A SINGLE PERSON, THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "TRAVIS ALLEN SUBDIVISION", WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SIDNEY, CHEYENNE COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNER, SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TRAVIS J. ALLEN, A SINGLE PERSON, OWNER \_\_\_\_\_

**ACKNOWLEDGEMENT:**

STATE OF NEBRASKA }  
COUNTY OF CHEYENNE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY TRAVIS J. ALLEN, OWNER

MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

(SEAL) \_\_\_\_\_ NOTARY

**CITY MANAGER AND CITY CLERK-TREASURER APPROVAL:**

THIS PLAT OF TRAVIS ALLEN SUBDIVISION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SIDNEY, CHEYENNE COUNTY, NEBRASKA, HAS BEEN RECEIVED AND REVIEWED BY THE CITY MANAGER OF SIDNEY, NEBRASKA AND THE CITY CLERK-TREASURER OF SIDNEY, NEBRASKA

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TRAVIS SCOTT  
CITY MANAGER, CITY OF SIDNEY, NEBRASKA

LOBI BORSCHERT  
CITY CLERK-TREASURER, CITY OF SIDNEY, NEBRASKA

**ZONING:**

CURRENT ZONING FOR PROPERTY IS AGRICULTURAL (A).

PROPOSED ZONING WITH THIS PLAT IS:

LOT 1 AND LOT 3 TO REMAIN AGRICULTURAL (A)

LOT 2 IS TO BE REZONED TO AGRICULTURAL RESIDENTIAL (AR)

**SETBACK REGULATIONS:**

CITY OF SIDNEY SETBACK CODES

AGRICULTURAL RESIDENTIAL (AR)

FRONT YARD 50'

REAR YARD 50'

SIDE YARD 20'

**(A) NW CORNER SW 1/4 SECTION 25-T14N-R50W**

FOUND A 5/8" REBAR, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015, 1.3' BELOW GRADE  
TO A NAIL FOUND IN A GATE FENCE POST  
37.86'  
SME 33.23'  
TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN A GUY POLE  
33.23'  
TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "BOSSE LS 603" FOUND FLUSH WITH GROUND  
33.13'  
ON THE EAST TOP OF BANK OF A ROAD DITCH

**(B) SW CORNER SW 1/4 SECTION 25-T14N-R50W**

FOUND A 5/8" REBAR, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015, 1.1' BELOW GRADE  
E 33.48'  
TO A NAIL FOUND IN THE NORTH SIDE OF A CORNER FENCE POST  
SW 61.30'  
TO A 5/8" REBAR FOUND FLUSH WITH GROUND  
WNW 34.14'  
TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN A POWER POLE

**(C) SE CORNER SW 1/4 SECTION 25-T14N-R50W**

FOUND A 1" CONCRETE MONUMENT, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015, TO A NAIL FOUND IN A FENCE POST  
ENE 18.47'  
TO A NAIL FOUND IN A FENCE POST  
WNW 7.66'  
N 1.35'  
TO A NAIL FOUND IN A FENCE POST

**(D) SE CORNER SW 1/4 SECTION 25-T14N-R50W**

FOUND A 5/8" REBAR WITH NO CAP, FLUSH WITH GROUND  
NW 39.31'  
TO A NAIL WITH A BOTTLE CAP FOUND IN THE TOP OF A FENCE POST  
NE 35.42'  
TO A NAIL WITH A BOTTLE CAP FOUND IN THE TOP OF A FENCE POST  
SE 31.75'  
TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN THE TOP OF A CORNER FENCE POST

**REGISTER OF DEEDS CERTIFICATE:**

STATE OF NEBRASKA }  
COUNTY OF CHEYENNE } SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF CHEYENNE COUNTY, NEBRASKA.

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ INSTRUMENT NO. \_\_\_\_\_

REGISTER OF DEEDS

PROJECT NO. 1241700  
DATE 8/19/2024  
DRAWN BY MLD  
FILE NAME 241702.dwg  
FIELD BOOK CHEYENNE CO 1  
FIELD CREW AM  
SURVEY P.L.S. NO. 2024-184

TRAVIS ALLEN SUBDIVISION  
ADMIN. SUBD. FINAL PLAT  
THE SE 1/4 OF SECTION 25  
TOWNSHIP 14 NORTH, RANGE 50 WEST  
OF THE SIXTH P.M., CHEYENNE CO., NE  
ADMINISTRATIVE SUBDIVISION  
FINAL PLAT

# TRAVIS ALLEN SUBDIVISION ADMINISTRATIVE SUBDIVISION FINAL PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 50 WEST  
OF THE SIXTH P.M., CHEYENNE COUNTY, NEBRASKA

LEGAL DESCRIPTION: OFFICE RECORD 2024 0593

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP FOURTEEN (14) NORTH, RANGE FIFTY FIFTY (50) WEST OF THE SIXTH P.M., OF CHEYENNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION TWENTY-FIVE (25); THENCE, ON THE WEST LINE OF SAID SECTION 25, N02°27'13"E TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, BEING A DISTANCE OF 226.54 FEET; THENCE S82°46'4"E FOR A DISTANCE OF 975.65 FEET; THENCE S20°27'59"E FOR A DISTANCE OF 228.67 FEET; THENCE S02°21'38"W FOR A DISTANCE OF 383.17 FEET; THENCE S18°48'44"E FOR A DISTANCE OF 223.67 FEET; THENCE S85°03'08"E FOR A DISTANCE OF 191.28 FEET; THENCE S08°35'59"E FOR A DISTANCE OF 203.23 FEET; THENCE S75°08'59"E FOR A DISTANCE OF 837.94 FEET; THENCE S75°08'59"E FOR A DISTANCE OF 203.23 FEET; THENCE S04°00'34"W FOR A DISTANCE OF 669.82 FEET; THENCE, ALONG SAID SOUTH LINE, S87°18'53"W FOR A DISTANCE OF 1469.29 FEET TO THE POINT OF BEGINNING, EXCEPT THAT AREA CONTAINED IN A COUNTY ROAD RIGHT-OF-WAY.

**SURVEYOR'S REPORT:**

THIS SURVEY WAS PERFORMED AT THE REQUEST OF TRAVIS ALLEN. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE BOUNDARY OF TRAVIS ALLEN SUBDIVISION TO CHEYENNE COUNTY, NEBRASKA AND PLAT IT INTO THREE LOTS.

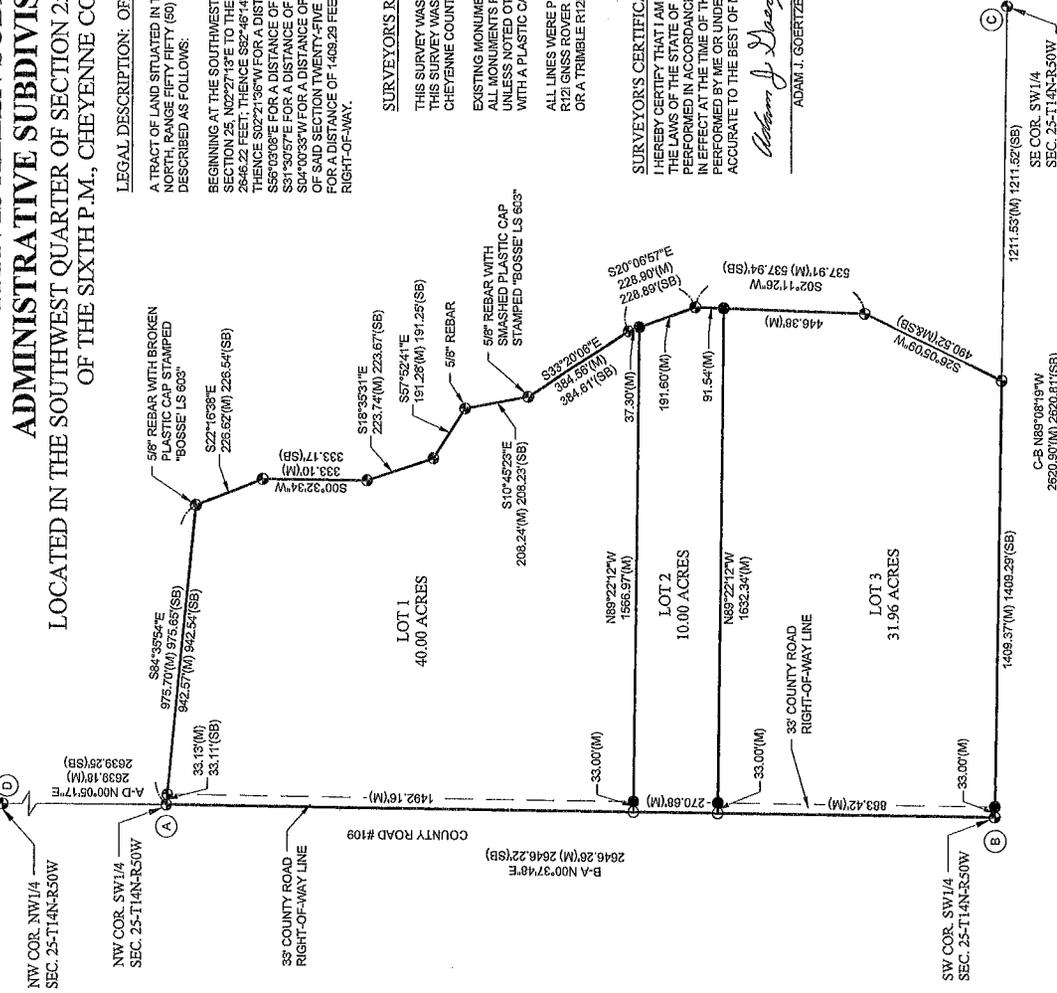
EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE 5/8" REBAR WITH A PLASTIC CAP STAMPED "BOSSIE" LS 603", UNLESS NOTED OTHERWISE ON THIS PLAT. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN LS 704".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R12I GNSS ROVER RECEIVER UTILIZING THE SELLER INSTRUMENTS REAL TIME NETWORK OR A TRIMBLE R12I GNSS BASE RECEIVER.

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA; THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY; THAT THIS SURVEY WAS CONDUCTED BY THE SURVEYOR UNDER DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

*Admin J. Goertzen*  
ADMIN J. GOERTZEN, LS 704



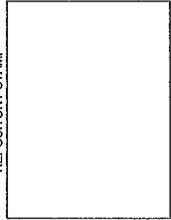
VICINITY SKETCH  
CHEYENNE  
NEBRASKA  
R50W



NOTE: ALL BEARINGS ARE IN THE  
CHEYENNE COUNTY LOW DISTORTION PROJECTION



- LEGEND:
- MONUMENT FOUND
  - MONUMENT SET
  - CALCULATED POINT
  - DEEDED DISTANCE
  - GOVERNMENT DISTANCE
  - MEASURED DISTANCE
  - PLATTED DISTANCE
  - RECORDED DISTANCE



PROJECT: 20241700  
DATE: 8/19/2024  
DRAWN BY: MLD  
FILE NAME: 240704.dwg  
FIELD BOOK: CHEYENNE CO 1  
FIELD CREW: AM  
SURVEY FILE NO: 2024-184

TRAVIS ALLEN SUBDIVISION  
ADMIN. SUBD. FINAL PLAT  
THE SE 1/4 OF SECTION 26  
TOWNSHIP 14 NORTH, RANGE 50 WEST  
OF THE SIXTH P.M., CHEYENNE CO., NE  
ADMINISTRATIVE SUBDIVISION





**TRAVIS ALLEN SUBDIVISION**  
**ADMINISTRATIVE SUBDIVISION FINAL PLAT**  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 50 WEST  
 OF THE SIXTH P.M., CHEYENNE COUNTY, NEBRASKA

**OWNER'S CERTIFICATE:**

KNOW ALL MEN BY THESE PRESENT, THAT TRAVIS J. ALLEN, A SINGLE PERSON, THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREON, HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "TRAVIS ALLEN SUBDIVISION", WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SIDNEY, CHEYENNE COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNER.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TRAVIS J. ALLEN, A SINGLE PERSON, OWNER \_\_\_\_\_

**ACKNOWLEDGEMENT:**

STATE OF NEBRASKA }  
 COUNTY OF CHEYENNE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BY TRAVIS J. ALLEN, OWNER.

MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

(SEAL) \_\_\_\_\_ NOTARY

**CITY MANAGER AND CITY CLERK-TREASURER APPROVAL:**

THIS PLAT OF TRAVIS ALLEN SUBDIVISION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SIDNEY, NEBRASKA, HAS BEEN REVIEWED AND APPROVED BY THE CITY MANAGER OF SIDNEY, NEBRASKA, AND THE CITY CLERK-TREASURER OF SIDNEY, NEBRASKA.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

DAVID SCOTT  
 CITY MANAGER, CITY OF SIDNEY, NEBRASKA

LORI BORCHERT  
 CITY CLERK-TREASURER, CITY OF SIDNEY, NEBRASKA

**ZONING:**

CURRENT ZONING FOR PROPERTY IS AGRICULTURAL (A).

PROPOSED ZONING WITH THIS PLAT IS:  
 LOT 1 AND LOT 2 TO REMAIN AGRICULTURAL (A)  
 LOT 2 IS TO BE REZONED TO AGRICULTURAL RESIDENTIAL (AR)

**SETBACK REGULATIONS:**

CITY OF SIDNEY SETBACK CODES  
 AGRICULTURAL RESIDENTIAL (AR)  
 FRONT YARD 50'  
 REAR YARD 50'  
 SIDE YARD 20'

(A) NW CORNER SW 1/4 SECTION 25-T14N-R50W FOUND A 5/8" REBAR, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015, 1.3' BELOW GRADE

SW 37.56' TO A NAIL FOUND IN A GATE FENCE POST  
 ENE 23.30' TO A NAIL FOUND IN A FENCE POST  
 SE 33.23' TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN A GUY POLE  
 ESE 33.13' TO A 5/8" REBAR WITH A PLASTIC CAP STAMPED "BOSSE" LS 603" FOUND FLUSH WITH GROUND ON THE EAST TOP OF BANK OF A ROAD DITCH

(B) SW CORNER SW 1/4 SECTION 25-T14N-R50W FOUND A 5/8" REBAR, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015, 1.1' BELOW GRADE

E 33.48' TO A NAIL FOUND IN THE NORTH SIDE OF A CORNER FENCE POST  
 SW 61.30' TO A 5/8" REBAR FOUND FLUSH WITH GROUND  
 WNW 34.14' TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN A POWER POLE

(C) SE CORNER SW 1/4 SECTION 25-T14N-R50W FOUND A T OPEN TOP PIPE INSIDE A 4"x4" CONCRETE MONUMENT, AS RECORDED IN A SURVEY BY SCOTT M. BOSSE, LS 603, DATED 3/19/2015.

ENE 15.47' TO A NAIL FOUND IN A FENCE POST  
 WNW 7.89' TO A NAIL FOUND IN A FENCE POST  
 N 1.39' TO A NAIL FOUND IN A FENCE POST

(D) SE CORNER SW 1/4 SECTION 25-T14N-R50W FOUND A 5/8" REBAR WITH NO CAP, FLUSH WITH GROUND

NW 38.91' TO A NAIL WITH A BOTTLE CAP FOUND IN THE TOP OF A FENCE POST  
 NE 35.42' TO A MAG NAIL WITH A BOTTLE CAP FOUND IN THE TOP OF A FENCE POST  
 SE 51.79' TO A MAG NAIL WITH AN ALUMINUM DISC STAMPED "A. GOERTZEN LS 704" SET IN THE TOP OF A CORNER FENCE POST

**REGISTER OF DEEDS CERTIFICATE:**

STATE OF NEBRASKA }  
 COUNTY OF CHEYENNE } SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF CHEYENNE COUNTY, NEBRASKA.

DATE \_\_\_\_\_ TIME \_\_\_\_\_ INSTRUMENT NO. \_\_\_\_\_

REGISTER OF DEEDS \_\_\_\_\_

ADMINISTRATIVE SUBDIVISION  
 FINAL PLAT

TRAVIS ALLEN SUBDIVISION  
 ADMIN. SUBD. FINAL PLAT  
 THE SE 1/4 OF SECTION 25  
 TOWNSHIP 14 NORTH, RANGE 50 WEST  
 OF THE SIXTH P.M., CHEYENNE CO., NE

PROJECT NO. R241700  
 DATE 8/19/2024  
 DRAWN BY MLD  
 FILE NAME 24TR01.DWG  
 FIELD BOOK CHEYENNE CO 1  
 FIELD SHEET AM  
 SURVEY FILE NO. 2024-184

NAMES AND ADDRESSES OF  
LANDOWNERS WITHIN 300 FEET  
OF THE PROPOSED SUBDIVISION

Information obtained from Cheyenne County Assessor GIS/GWorks records, accessed August 14, 2024 and set forth in the following format:

Parcel No.  
Property Description  
Owner Name  
Owner Address

**Township 14 North, Range 50 West of the 6<sup>th</sup> P.M.,  
Cheyenne County, Nebraska**  
**Section: 25**

170000788  
25-14-50 ALL EXCEPT TRACTS  
Biggs, Thomas R & Leslie J  
11956 Road 26  
Sidney, NE 69162-3310

**Township 14 North, Range 50 West of the 6<sup>th</sup> P.M.,  
Cheyenne County, Nebraska**  
**Section: 26**

170000826  
26-14-50 NE 1/4 AND E/2W/2  
Wieser, Patrick D & Pamela J  
Family Trust  
PO Box 635  
Sidney, NE 69162-0635

170000834  
26-14-50 NORTHERLY 340' OF SOUTHERLY 1009' OF THE SE 1/4  
Popkorn Theaters Inc. a NE Corporation  
PO Box 322  
Sidney, NE 69162-0322

170118533  
26-14-50 N 1/2 S 1/2 SE 1/4 (20 ACRES)  
Roseberry, Steven Mike & Meladi W Roseberry  
2210 Road 109  
Sidney, NE 69162-3305

170158853  
26 14 50 PART SE 1/4 (20.54 ACRES)  
Pelster, James J & Henrietta M Pelster  
2222 Road 109  
Sidney, NE 69162-3305

170159817  
26 14 50 N 330.5' OF SOUTH 1679.5' OF SE 1/4 (20 ACRES)  
Tremain, Nancy E  
2230 Road 109  
Sidney, NE 69162-3305

170166295  
26 14 50 NORTH 39.402 ACRES OF THE SE 1/4  
Lawson, Scott & Jessica  
2244 Road 109  
Sidney, NE 69162-3305

170166309  
26 14 50 NORTHERLY 330' OF THE SOUTHERLY 2009.5' OF SE 1/4 (IOLL)  
Witte, Anthony Cole  
2236 Road 109  
Sidney, NE 69162-3305

170177823  
26 14 50 LOT 1A REPLAT OF LOTS 1-3 PRESLE ESTATES S/D IN THE SE/4 OF 26  
& NE/4 OF 35, ALL IN T14N, R50W  
Allen, Travis J  
2202 Road 109  
Sidney, NE 69162-3305

**Township 14 North, Range 50 West of the 6<sup>th</sup> P.M.,**  
**Cheyenne County, Nebraska**  
**Section: 35**

170002128  
35 14 50 PT NE 1/4 NORTH OF ROW (1.72 ACRES)  
Katen, June C.  
2090 Road 109  
Sidney, NE 69162-3304

170002101  
35 14 50 PART NE 1/4 NORTH OF R/W (2.17 ACRES)  
Schmidt, Ernest George & Stacey Lee Schmidt  
2096 Road 109  
Sidney, NE 69162-3304

**Township 14 North, Range 50 West of the 6<sup>th</sup> P.M.,**  
**Cheyenne County, Nebraska**  
**Section: 36**

170002217  
36 14 50 PART (IOLL)  
Nebraska/State of Board of Ed. Lands & Funds  
555 N Cotner Blvd  
Lincoln, NE 68505-2347



**SMALL TOWN VALUES**

1115 13TH AVENUE PO BOX 79  
SIDNEY NEBRASKA 69162

**BIG TIME OPPORTUNITIES**

PHONE (308) 254-5300 FAX (308) 254-3164  
[www.cityofsidney.org](http://www.cityofsidney.org)

## MEMORANDUM

DATE: Sept 16, 2024

MEMO TO: Planning and Zoning Commission

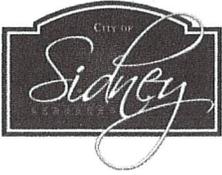
FROM: Marshall Hall, Chief Building Official

RE: The application of by Travis J Allen 25 14 50 TRACT IN SW  $\frac{1}{4}$ , Parcel 170220415 to rezone from Agricultural (A) to Agricultural Residential (AR).

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**BACKGROUND/DISCUSSION:** The tract of land will be subdivided into three plots of land. One of which will be re-zoned (AR) Agricultural/Residential. This five-acre plot of land is planned to have a Single-Family Dwelling constructed in the future.

**RECOMMENDATION:** To approve the rezoning From Agricultural - A, to Agricultural-Residential AR. This zoning generally fits with the agricultural zoning of the dwellings on the west side of the road 109.



# City of Sidney, Nebraska

1115 13th Avenue, P.O. Box 79, Sidney, NE 69162, (308-254-5300)

## PETITION FOR REZONING

The undersigned owner(s) of the premises, situated within the corporate limits and within the zoning jurisdiction of the City of Sidney, Nebraska, legally described as:

25 14 50 TRACT IN SW 1/4 - Lot 2

and commonly known as PARCEL # 170220415  
(Street address or location)

do hereby petition and request the rezoning of the above described property in accordance with the following:

Petition to rezone from: AGRICULTURAL,  
to: AGRICULTURAL, RESIDENTIAL

Name(s), address, and phone number(s) of owner(s):

TRAVIS J ALLEN  
2202 Rd 109 SIDNEY, NE 69162 308-250-9046

Names(s) address, and phone number(s) of Developer(s) if different than the owner.

Proposed use of the property: Put house ON LOT 2  
LOT 1 + 3 STAYS AG

Dated this 19<sup>th</sup> day of August, 2024

Signature(s): Travis Allen

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_

NAMES AND ADDRESSES OF  
LAND OWNERS WITHIN 300 FEET  
OF THE PROPOSED REZONING OF LOT TWO,  
TRAVIS ALLEN SUBDIVISION

Information obtained from Cheyenne County Assessor GIS/GWorks records, accessed August 14, 2024 and set forth in the following format:

Parcel No.  
Property Description  
Owner Name  
Owner Address

**Township 14 North, Range 50 West of the 6<sup>th</sup> P.M.,**  
**Cheyenne County, Nebraska**  
**Section: 25**

170000788  
25-14-50 ALL EXCEPT TRACTS  
Biggs, Thomas R & Leslie J  
11956 Road 26  
Sidney, NE 69162-3310

170220415  
25 14 50 TRACT IN SW 1/4 (Lots 1 and 3)  
Allen, Travis J  
2202 Road 109  
Sidney, NE 69162-3305

**Township 14 North, Range 50 West of the 6<sup>th</sup> P.M.,**  
**Cheyenne County, Nebraska**  
**Section: 26**

170000834  
26-14-50 NORTHERLY 340' OF SOUTHERLY 1009' OF THE SE 1/4  
Popkorn Theaters Inc. a NE Corporation  
P.O. Box 322  
Sidney, NE 69162-0322

170118533  
26-14-50 N 1/2 S 1/2 S 1/2 SE 1/4 (20 ACRES)  
Roseberry, Steven Mike & Meladi W Roseberry  
2210 Road 109  
Sidney, NE 69162-3305

170158853  
26 14 50 PART SE 1/4 (20.54 ACRES)  
Pelster, James J & Henrietta M Pelster  
2222 Road 109  
Sidney, NE 69162-3305

170159817  
26 14 50 N 330.5' OF SOUTH 1679.5' OF SE 1/4 (20 ACRES)  
Tremain, Nancy E  
2230 Road 109  
Sidney, NE 69162-3305

LAW OFFICES OF  
MATZKE, MATTOON, MARTENS & STROMMEN, L.L.C.

907 JACKSON STREET  
P.O. BOX 316  
SIDNEY, NEBRASKA 69162-0316

STEVEN F. MATTOON  
TANYA M. MARTENS  
KENDRA A. STROMMEN

TELEPHONE  
(308) 254-5595  
FACSIMILE  
(308) 254-5019

August 21, 2024

City of Sidney Clerk - Treasurer  
1115 13<sup>th</sup> Avenue  
P.O. Box 79  
Sidney, Nebraska 69162

In re: **Travis Allen Subdivision, Located in the Southwest (SW/4) of Section Twenty-five (25), Township Fourteen (14) North, Range Fifty (50), West of the 6th P.M., Cheyenne County, Nebraska, and as further described in Exhibit "A".**

Dear Clerk - Treasurer Borchert:

Enclosed are the following for the Applications for the above listed Subdivision and rezoning of Lot Two (2) in the proposed Subdivision:

1. Application for Subdivision, with the following attachments:
  - a. Three copies of the Plat;
  - b. Title Opinion - proof of ownership;
  - c. Names and addresses of all owners within 300 feet of the proposed subdivision;
  - d. Check in the amount of \$750.00 for application fees;
2. Petition for Rezoning, with the following attachments:
  - a. Name and addresses of all property owners within 300 feet of the property being rezoned;
  - b. Check in the amount of \$100.00 for filing fees;

Please contact us if you have any questions or need anything further.

Best Regards,



TANYA M. MARTENS  
For the Firm

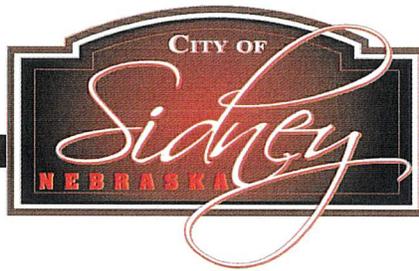
TMM:ddr  
Enclosures

EXHIBIT "A"

A tract of land situated in the Southwest Quarter of Section Twenty-five (25), Township Fourteen (14) North, Range Fifty (50) West of the 6th P.M., Cheyenne County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Section Twenty-five (25); thence, on the West line of said Section 25, N 02°27'13" E to the Northwest corner of the said Southwest Quarter, being a distance of 2646.22 feet; thence S 82°46'14" E for a distance of 975.65 feet; thence S 20°27'58" E for a distance of 226.54 feet; thence S 02°21'36" W for a distance of 333.17 feet; thence S 16°46'44" E for a distance of 223.67 feet; thence S 56°03'08" E for a distance of 191.25 feet; thence S 08°55'56" E for a distance of 208.23 feet; thence S 31°30'57" E for a distance of 384.61 feet; thence S 18°16'36" E for a distance of 228.89 feet; thence S 04°00'33" W for a distance of 537.94 feet; thence S 27°55'21" W to a point on intersection with the south line of said Section Twenty-five (25), being a distance of 490.52 feet; thence along said South line, N 87°18'53" W for a distance of 1409.29 feet to the Point of Beginning, EXCEPT that area contained in a County Road right-of-way.

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**SMALL TOWN VALUES**

1115 13TH AVENUE PO BOX 79  
SIDNEY NEBRASKA 69162

**BIG TIME OPPORTUNITIES**

PHONE (308) 254-5300 FAX (308) 254-3164  
[www.cityofsidney.org](http://www.cityofsidney.org)

**MEMORANDUM**

DATE: September 16, 2024

MEMO TO: Planning, Zoning Commission

FROM: Marshall Hall Chief Building Official

RE: Update on shipping containers

---

**SUMMARY:** Research was done through past P&Z meeting minutes and hard copy files to locate any permits approved for containers post February 26, 1985.

J. Leef will be consulted for three types of letters: 1) have containers removed 2) Letter to obtain a permit for container's and 3) letter for obtaining a Conditional Use Permit.

If the Planning Commissions determines that there are issues with cargo safety, I can consult with J. about writing an amendment to the current ordinance about keeping Shipping/Cargo containers locked while not being used.

**ORDINANCE NO. 1658**

AN ORDINANCE OF THE CITY OF SIDNEY, NEBRASKA, PROVIDING FOR ZONING REGULATION OF CARGO CONTAINERS; DEFINING THE TERM "CARGO CONTAINERS"; AND SPECIFYING THE ZONING DISTRICTS IN WHICH A CARGO CONTAINER IS PERMITTED AND THE DISTRICTS IN WHICH CARGO CONTAINERS ARE PROHIBITED; LOCATION AND COLOR OF CARGO CONTAINERS AND SPECIAL USE PERMIT REQUIREMENT; MULTIPLE CARGO CONTAINERS ON A LOT; TO REPEAL ANY CONFLICTING ORDINANCES OR PARTS OF ORDINANCES; AND TO PROVIDE FOR IMPLEMENTATION OF THIS ORDINANCE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIDNEY, NEBRASKA:

Section 1.

Definition. "Cargo Container" includes any ocean/ground transportation container, box of semi trailer, railcar box or any other transportation container used for the transportation of goods and material from one point to another by sea, air or land.

Section 2.

A cargo container is not permitted in any R zone, C-1, C-2, OP or PBC zone.

Section 3.

A cargo container is permitted in a C-3, M-1, M-2 or A zone which is not adjoining or adjacent to an R, C-1, C-2, OP or PBC zone. Cargo containers are permitted only if a special use permit is approved by the City Planning Commission in a C-3, M-1, M-2 or A zone which adjoins or is adjacent to an R, C-1, C-2, OP or PBC zone.

Section 4.

A permitted cargo container must be of the same color as the improvements on the lot where the cargo container is located. Multiple cargo containers on the same lot shall be uniform in color.

Section 5.

This Ordinance shall become effective upon passage, approval and publication as provided by law and replaces and repeals any ordinance in conflict herewith.

PASSED AND APPROVED this 9th day of August, 2011.

/s/ Wendall Gaston, Mayor

ATTEST: /s/ G.F. Anthony, City Clerk

Cond = Conditional Permit  
 Permit = Just need Permit  
 OK = Has Permit

QTY	LOCATION	ZONING	PARCEL #	OWNER
1 <i>Cond-</i>	1340 Grant	<del>C3</del>	170054217	Haupt Landscape
4+2+1	9th Grant	Rail	NO PID	U.P.
2	11th + Osage	Rail?	170060764	B.N.S.F.
<i>OK</i> <i>Permit</i>	<del>12345 6th + 8th</del>	<del>A AR</del> <small>Salvage fence permit?</small>	170001903	Wright Brothers
1 <i>OPEN</i>	1730 ILLINOIS <small>Recor</small>	(C2)	170070921	WF/Arellano*
1 <i>Cond-</i>	21st + Hickory	<del>C3</del>	170083446	Best P/H
2+1 <i>Permit</i>	844 Greenwood	<del>M2</del>	170018606	LEEBRH/HRBEK
4	1645 ILLINOIS	(C2)	170068897	EZ Store*
2 <i>Cond</i>	1105 Greenwood	<del>M1</del>	170001830	Rosalie Kielian
4+1 <i>Permit</i>	955 Ball	<del>M2</del> m-1	170001520	Sami Petri/Converto
1	919 Greenwood	<del>AR R3</del>	170001865	MLJ Renta**
6 <i>Permit</i>	930 Greenwood	<del>C3</del>	170175596	WAMSLEY CONST.
3+3+Pie	1026 Ball St	(C2)	170220014 170220013	Arellano*
11 <i>OK</i>	1109 Greenwood	<del>AR</del> m-1	170001857	WAMSLEY
1	PARK	(R1)	170184331	ARMORY/SON*
1 <i>Permit</i>	1 Cabela Dr	<del>C3</del>	170073831	CABELAS
2 <i>Permit?</i>	2454 Hwy 385 <small>Zoned not in city limits</small>	<del>A</del>	170112292 170137139	Robin Haupt
1 <i>Permit</i>	608 10th Ave	<del>C3</del>	170054438	Daniel Haworka
1	2763 11th Ave	(R-1a)	170073793	E Free Church*
<i>OK</i>	1449 10th	<del>M-1</del>	170176304	NT Building
<del>1</del>	<del>10th</del>	<del>(C2)</del>	<del>170169472</del>	<del>MA Investment*</del>
<del>3</del>	<del>GROVERS BUSINESS PARK</del>	<del>C3</del>	<del>170136523</del> <del>170108546</del>	<del>WEXZCOX</del>
1 <i>OK</i>	10th + Newton	<del>M1</del>	170183424	MUNSON
1	10767 Hwy 30	none	170003043	DENISE BILLIPS
2	11557 Hwy 30	<del>A</del> <small>not zoned</small>	170001709	Jayson Korina Doty
1	11566 Hwy 30	none <sup>C3</sup> A	170001121	GEIGERS OIL
4	none	unknown	170002306	ROBERT VANVLEET
2	11735 Hwy 30	unknown	170002314	ROBERT VANVLEET

1 semi box

QTY	LOCATION	ZONING	PARCEL #	OWNER
1 <small>cut open + modified</small>	11719 HWY 30	unknown	170002411	MARVIN SHERLOCK
1 <small>doors + windows modified</small>	2252 ROAD 15E	<del>A</del>	170219908	DEWAYN/KIM WOLFF
1	2332 ROAD 15	<del>A</del>	170109283	CITY OF SIDNEY SHOOT PAR
2	2332 ROAD 15	<del>A</del>	170109275	CITY OF SIDNEY SHOOT PAR
2	800 PENNINGTON RD	(M/D)	170086909	CITY OF SIDNEY PENNINGTON
1	2069 ROAD 17	none? <small>unknown</small>	170046591	CYNTHIA TALICH
1	1200 POLE CREEK XING	<del>B</del>	170182266	CITY OF SIDNEY POLICE
2	1901 LINK 17J	<del>B</del>	170175669	21ST CENTURY
3	818 HOFFIE DR	<del>B</del>	170136442	FLOYD'S BACK PORCH
1	644 HUCKLEBERRY	<del>AR</del>	170183599	RAY MAESTAS
1	1467 ROAD 13	<del>AR</del>	170028011	CHRISTIAN YURK
1	NO ADDRESS	<del>A</del>	170179559	RHONDA SHAW
1	HOMELESS NO ADDRESSES ENCUMBRANCE BEHIND	<del>B</del>	170156702	WEEZE CO
2+3 <small>Semi Box on GRND</small>	NO ADDRESS	(C1)	170136523	WEEZE CO*
2	NO ADDRESS	<del>B</del>	170071464	WEEZE CO
2	10961 ROAD 20	none	170120856	WIESER CONST
5	2136 SIDNEY DRAW	<del>B</del>	170218848	ROD STETTNER
1+1 <small>Semi Box on GRND</small>	1651 SIDNEY DRAW	(M)	170074013	DALLAS/RANDY STETTNER
3	1600 1/2 24TH	<del>A</del>	170072711	MARV ELSINGER
8	820 17TH AVE	<del>B</del>	170080234 170070891	EZ STORE
2	615 E. ILLINDIS	<del>B</del>	170177718	MLJ RENTALS

Are un-zoned auto R's?  
Definition - adjacent/diagonal.