City of Scottsbluff, Nebraska

Monday, July 12, 2021

Regular Meeting

Item New Bus3

Request for creation of an AEDS within Agricultural Zone located at 80497 County Road 22 situated in the South Half of the South Half of the Northwest Quarter of Section 12, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, NE from an Agricultural Zone to AEDS. Total 2.29 acres.

Staff Contact: Zachary Glaubius, Planning Administrator

CITY OF SCOTTSBLUFF
AGRICULTURAL ESTATE DWELLING SITE APPLICATION
AGRICULTURAL – ET ZONING DISTRICT

On the 14th day of June, 2021,

Kelly Becker (Kel Kim Farms Inc.) (being the record title owner of the real estate described in paragraphs 1 and 3 below), has caused to be made an application to the City of Scottsbluff, Scotts Bluff County for an exception to Agriculture (A-ET) District Zoning, for an Agricultural Estate Dwelling Site subjectto all provisions of Part 13 Ag. District, specifically 25-3-19.1-13, of the Zoning Regulations, as follows:

1. **LEGAL DESCRIPTION OF TRACT TO BE SEPARATED**: An accurate survey, properly identifying the tract to be set out, must accompany this application. If more space is needed, please attach the legal description. See Attached (2.29 Acres ±)

2. **SIZE (ACREAGE) IN ABOVE DESCRIBED TRACT TO BE SEPARATED**:
   Total Area = 2.29 Acres ± / Net Area = 2.02 Acres ±

3. **LEGAL DESCRIPTION OF BALANCE OF LAND WHICH IS TO BE RESERVED**:
   SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., EXCEPT THAT AREA AS DESCRIBED ABOVE

4. **SIZE (ACREAGE) IN ABOVE DESCRIBED TRACT TO BE RESERVED**:
   Total Area = 38.41 Acres ± / Net Area = 37.60 Acres ±

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

5. **INTENT** (Must have one or more of the following; each should be specifically described):

a). An existing farmstead site (describe previous use) _____

_____

b). A conveyance to a farm-ranch owner's relative (set out the names of the relatives and relationship to the owner): _____

_____

_____

c). A conveyance to a farm-ranch owner, to be used for dwelling purposes for that farm-ranch owner:
Splitting off 2.29 acres from the farm ground so the owner can sell off the dwelling site

_____

d). Marginal usage land (describe completely as to the reason such land is "marginal use"):

_____

_____

_____

6. **ACCESS TO PUBLIC ROAD** (Describe access: Must have a minimum width of 150 feet on an existing dedicated public road; or if an interior section type, there must be an access road of at least 25 feet in width. Also, access roads on the dedicated public road must be

_____

225.00 feet on the west side of property (County Road 22)

_____

7. **PRELIMINARY PLAN REQUIREMENTS** (Following procedures in Scottsbluff Municipal Code Book of the City of Scottsbluff Subdivision Regulations, as required by the City of Scottsbluff Development Services Department):

_____

_____

_____

_____

8. **REQUIREMENT:** Before any action can be taken, applicant shall submit a receipt from the Scotts Bluff County Treasurer's Office showing that the current property taxes have been paid.

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

CITY OF SCOTTSBLUFF
AGRICULTURAL ESTATE DWELLING SITE APPLICATION
AGRICULTURAL – ET ZONING DISTRICT

9. **NOTE**: Assuming that the City of Scottsbluff Planning Commission and City Council approve the referenced application for the creation of an Agricultural Estate Dwelling Site, then the applicant therein is required to have recorded for public record, at the direction of the City of Scottsbluff City Council, a "CERTIFICATE", which sets out the action taken by the Commission and Council (at the cost of the applicant). Furthermore, there shall be a clear understanding that as to the referenced legal description (paragraph3, above), a request for an Agricultural Estate Dwelling Site shall be granted ONE TIME ONLY, so as to carry out the intent as expressed in Section 25-3-19.1 of the Scottsbluff Municipal Code Zoning Regulations. Furthermore, in the event that the Agricultural Estate Dwelling Site is no longer actually used for the purpose in existence upon giving of such approval, then it is understood that the approval granted by the City Council shall be automatically revoked.

Owner Name: Kelly Becker (Kel Kim Farms Inc.)

Address: 80436 CR 24

City/State: Scottsbluff, Nebraska 69361

Telephone: 308-631-4622

Email Address: kebecker42@yahoo.com

Signature: X

Ag-Estate Address: 80497 CR 22

City/State: Scottsbluff, Nebraska 69361

City of Scottsbluff, Development Services

RECEIVED:

Date: 6-15-2021

Receipt #: R0025096 7 + 68

Filing Fee - $100.00

Public Hearing Notifications per Property Owner $3.00 each (6)

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

2.29 ACRE LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, THENCE NORTHERLY ON THE WEST LINE OF SAID QUARTER SECTION, ON AN ASSUMED BEARING OF N02°08'18"E, A DISTANCE OF 225.00 FEET, THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, BEARING S88°04'17"E, A DISTANCE OF 443.00 FEET, THENCE SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, BEARING S02°08'18"W, A DISTANCE OF 225.00 FEET, THENCE WESTERLY ON THE SOUTH LINE OF SAID QUARTER SECTION, BEARING N88°04'17"W, A DISTANCE OF 443.00 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 2.29 ACRES, MORE OR LESS.

REMAINDER ACRE LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, CONTAINING AN AREA OF 40.70 ACRES, MORE OR LESS.

EXCEPT FOR THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, THENCE NORTHERLY ON THE WEST LINE OF SAID QUARTER SECTION, ON AN ASSUMED BEARING OF N02°08'18"E, A DISTANCE OF 225.00 FEET, THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, BEARING S88°04'17"E, A DISTANCE OF 443.00 FEET, THENCE SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, BEARING S02°08'18"W, A DISTANCE OF 225.00 FEET, THENCE WESTERLY ON THE SOUTH LINE OF SAID QUARTER SECTION, BEARING N88°04'17"W, A DISTANCE OF 443.00 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 2.29 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, Gregg M. Schilz, a Nebraska Registered Land Surveyor, hereby certify I, or under my direct supervision, have surveyed A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6th P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6th P.M., SCOTTS BLUFF COUNTY, NEBRASKA, THENCE NORTHERLY ON THE WEST LINE OF SAID QUARTER SECTION, ON AN ASSUMED BEARING OF N02°08'18"E, A DISTANCE OF 225.00 FEET, THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, BEARING S88°04'17"E, A DISTANCE OF 443.00 FEET, THENCE SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, BEARING S02°08'18"W, A DISTANCE OF 225.00 FEET, THENCE WESTERLY ON THE SOUTH LINE OF SAID QUARTER SECTION, BEARING N88°04'17"W, A DISTANCE OF 443.00 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 2.29 ACRES, MORE OR LESS.

That the accompanying plat is a true delineation of said survey drawn to a scale of 60 feet to the inch. That all dimensions are in feet and decimals. That all corners found or set are marked as shown.

WITNESS MY HAND AND SEAL this 14th *day of* June, *2021.*
FOR THE FIRM OF M. C. SCHAFF AND ASSOCIATES, INC.

Gregg M. Schilz

Gregg M. Schilz, Nebraska Registered Land Surveyor, L. S. 785

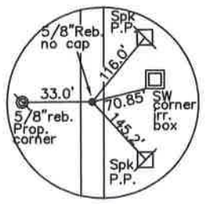
NEBRASKA REGISTERED 5-14-21 LS-785 LAND SURVEYOR GREGG M. SCHILZ

TRACT IN S1/2 OF THE S1/2 OF THE NORTHWEST QUARTER OF SECTION 12, T22N-R55W SCOTTS BLUFF COUNTY, NEBRASKA JOB# RM210174-00

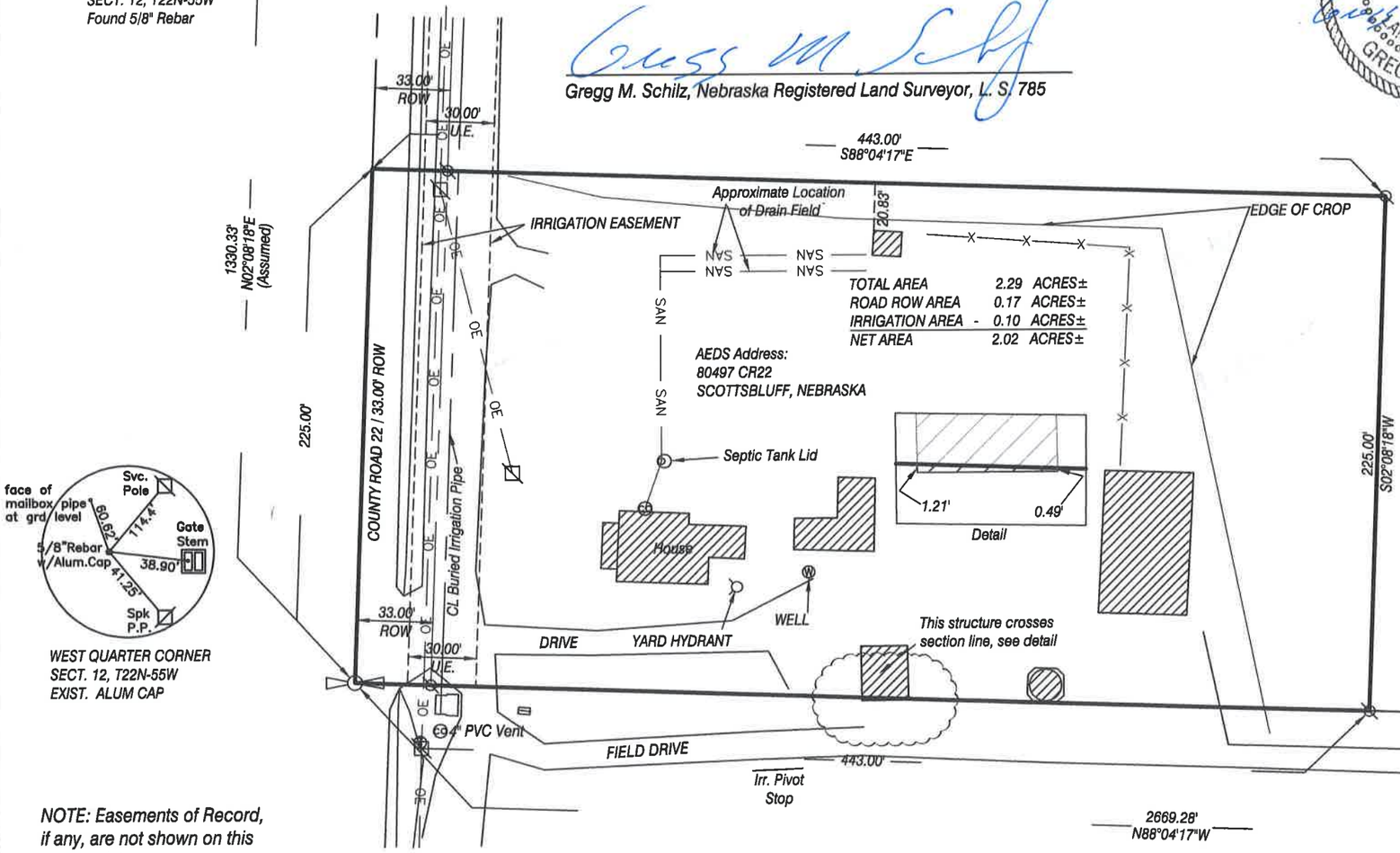
N

0 60 120

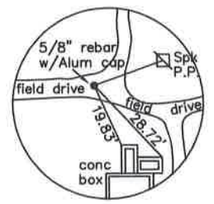
Scale in Feet



NORTH SIXTEENTH SECTION CORNER SECT. 12, T22N-55W Found 5/8" Rebar



WEST QUARTER CORNER SECT. 12, T22N-55W EXIST. ALUM CAP

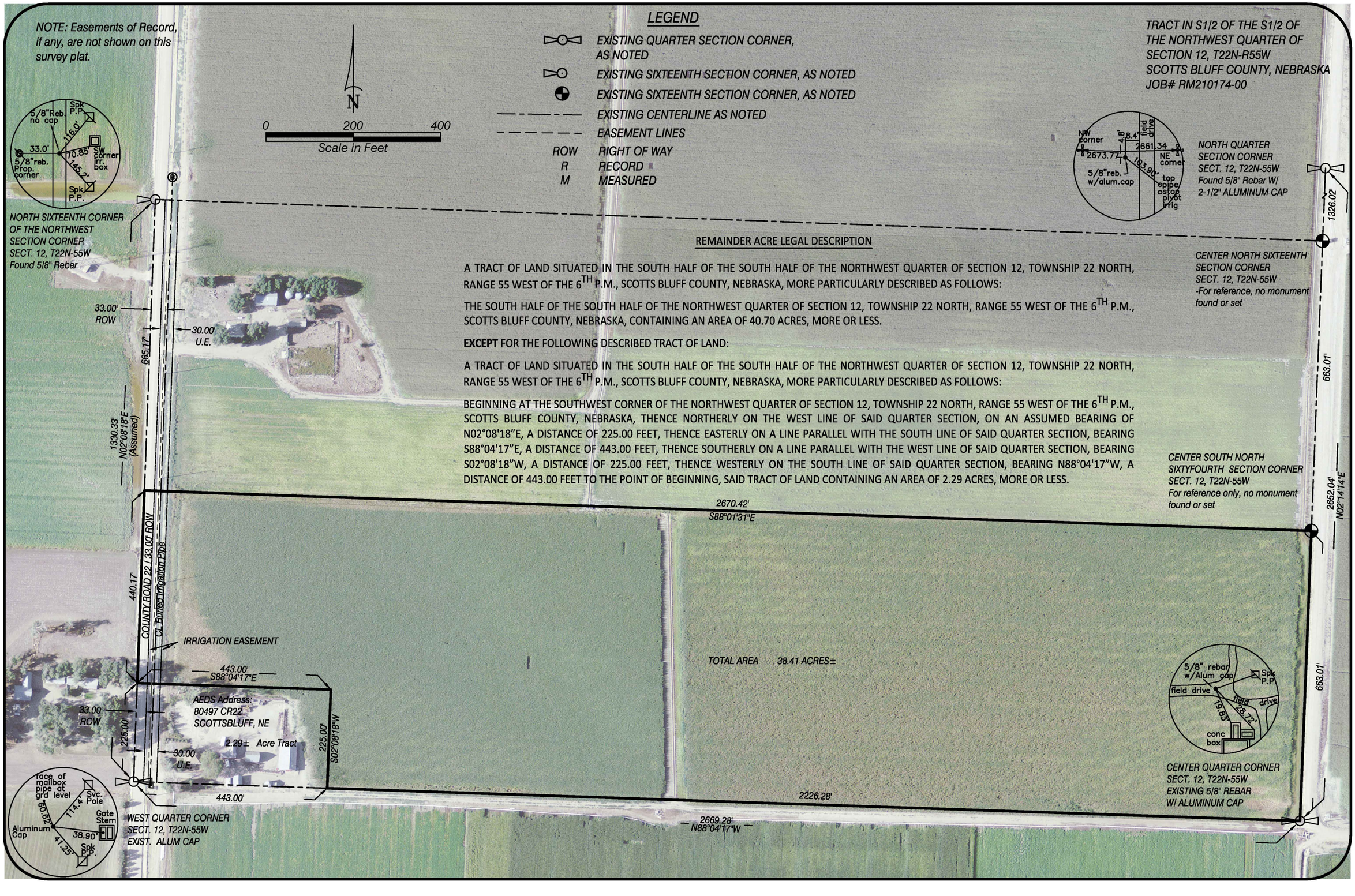


CENTER QUARTER CORNER SECT. 12, T22N-55W EXISTING 5/8" REBAR W/ CAP

LEGEND

- EXISTING QUARTER SECTION CORNER, AS NOTED
- EXISTING SIXTEENTH SECTION CORNER, AS NOTED
- SET 5/8" X 24" REBAR W/CAP
- EXISTING CENTERLINE AS NOTED
- EXISTING FENCELINE
- EASEMENT LINES
- OE — OVERHEAD ELECTRIC LINE
- STRUCTURES
- ROW — RIGHT OF WAY
- R — RECORD
- M — MEASURED
- W — WELL
- YARD HYDRANT
- CLEANOUT, AS NOTED
- POWER POLE
- TELEPHONE UTILITY MARKER

NOTE: Easements of Record, if any, are not shown on this survey plat.



REMAINDER ACRE LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, CONTAINING AN AREA OF 40.70 ACRES, MORE OR LESS.

EXCEPT FOR THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND SITUATED IN THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, THENCE NORTHERLY ON THE WEST LINE OF SAID QUARTER SECTION, ON AN ASSUMED BEARING OF N02°08'18"E, A DISTANCE OF 225.00 FEET, THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION, BEARING S88°04'17"E, A DISTANCE OF 443.00 FEET, THENCE SOUTHERLY ON A LINE PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, BEARING S02°08'18"W, A DISTANCE OF 225.00 FEET, THENCE WESTERLY ON THE SOUTH LINE OF SAID QUARTER SECTION, BEARING N88°04'17"W, A DISTANCE OF 443.00 FEET TO THE POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING AN AREA OF 2.29 ACRES, MORE OR LESS.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

File: 2210225

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By

ATTEST President

Secretary

Countersigned: Cheryl Ferguson - Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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; and a counter-signature by the Company or its issuing agent that may be in electronic form

72C276B27

ALTA Commitment for Title Insurance 8-1-16 w- NE Mod

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; 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 shall not be liable for any other amendment to this Commitment.

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

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

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:
Issuing Agent: Ferguson Title Services
Issuing Office: 1720 2nd Ave ~ P.O. Box 92, Scottsbluff, NE 69363-0092
Commitment No.: 2210225
Loan ID:
Property Address: 80497 C.R. 22

Schedule A

File No. 2210225

1. Commitment Date: June 14, 2021 at 8:00 A.M.

2. Policy or Policies to be issued:

   A. ALTA Owner's Policy (2006)

   Amount: $120,000.00
   Premium: $497.50

   Proposed Insured: **SHANE ALLEN SMITH and MADISON RANAE HAWK**

   B. ALTA Loan Policy (2006)

   Amount: $155,000.00
   Premium: $145.00

   Proposed Insured: **PLATTE VALLEY BANK, its successors and/or assigns as their respective interests may appear**

3. The estate or interest in the land described or referred to in this commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

   KEL KIM FARMS, INC., a Nebraska Corporation

4. The land referred to in the Commitment is described as follows:

In Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska:
Section 12: S½S½NW¼

NOTE: We understand that the foregoing legal description will be modified to include less land in the proposed transaction and the legal description will be modified at such time as we are furnished a current survey, sufficient to the company.

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited
Reprinted under license from the American Land Title Association

SCHEDULE B, PART I
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. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

1. Real Estate Taxes for 2020 and all prior years are paid in full. Real Estate Taxes for 2021 are accruing. (Tax ID No. 0010027459) *Note These figures are for informational purposes only. NOTE: MORE LAND INCLUDED

B. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

1. Proper approval by the appropriate governing body of Scotts Bluff County, Nebraska to subdivide a current parcel of real estate into a tract of tracts less than 20 acres.

2. Proper recordation of a survey describing the tract of land referred to herein as Item No. 4 on Schedule A.

3. Proper Deed of Conveyance from KEL KIM FARMS, INC., a Nebraska Corporation, to SHANE ALLEN SMITH and MADISON RANAE HAWK.

4. Proper Construction Deed of Trust from SHANE ALLEN SMITH, and spouse if any, and MADISON RANAE HAWK, and spouse if any, as Trustors, to PLATTE VALLEY BANK, its successors and/or assigns as their respective interests may appear, as Trustee, for the benefit of PLATTE VALLEY BANK, its successors and/or assigns as their respective interests may appear, as Beneficiary, to secure $155,000.00.

5. Recordation of a proper Notice of Commencement immediately subsequent (after) the recordation of the Construction Deed of Trust as Described at Item No. 1.

6. Proper Partial Reconveyance of the Deed of Trust from KEL KIM FARMS, INC., a Nebraska Corporation, as Trustor, to WESTERN STATES BANK, as Trustee, for the benefit of WESTERN STATES BANK, as Beneficiary, to secure $473,817.31, dated May 10, 2021, and recorded May 10, 2021 as Instrument No. 2021-2528 of the records of Scotts Bluff County, Nebraska.

(Continued on the following Page)

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association

(Continued from Page 1)

7. Provide a copy of the Corporate Resolution of KEL KIM FARMS, INC., a Nebraska Corporation, authorizing the sale of said lands and the execution and delivery of a Deed of Conveyance by the President of the Corporation on behalf of the Corporation to the purchaser.

8. Provide for examination an authentic copy of the Articles of Incorporation or Contract, the Bylaws, and operating rules, along with amendments thereto, if any, for KEL KIM FARMS, INC., a Nebraska Corporation

9. Provide satisfactory evidence that KEL KIM FARMS, INC., a Nebraska Corporation, is in Good Standing with the Secretary of State of Nebraska.

*We reserve the right to make any additional requirements we deem necessary, after examining said documents.

End of Schedule B - Section 1

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

SCHEDULE B, PART II
Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. 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.
6. Taxes or special assessments which are not shown as existing liens by the public records.

*** Special Exceptions:**
(Special exceptions are those defects disclosed by a search of the title to this property for which no coverage is provided by this policy.)

7. Taxes for 2021 and subsequent years.

8. Irrigation Taxes not certified to the County Treasurer, if any.

9. All reservations as reserved in Patents issued by the United States of America and any and all reservations for minerals of any kind and type whatsoever and mineral conveyances and all rights arising from recorded or unrecorded oil, gas or other mineral leases of any kind and type whatsoever; and any mortgages and/or trust deeds wherein said mineral rights or oil and gas are used as security.

10. Rights of the public, State of Nebraska and the County in and to that portion of subject land taken or used for road purposes.

11. Rights of Irrigation Districts for irrigation canals, ditches, laterals and drains, if any.

12. Rights of tenants in possession under the terms of unrecorded leases.

13. No coverage is provided for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code office of the Secretary of State of the State of Nebraska.

(Continued on the following Page)

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.
Reprinted under license from the American Land Title Association.

(Continued from Page 1)

14. Included within matters excluded by Exclusions from Coverage, Paragraph 1(a) are the consequences of any action brought under the Perishable Agricultural Commodities Act of 1930, as amended 7 USCS 499 et seq., the Packers and Stockyard Act of 1921, as amended, 7 U.S.C. § 181 et. seq., or any similar federal or state law.

15. Agreement by and between the FARMERS IRRIGATION DISTRICT and FRED HILPERT agent for BRECHT FARMS, dated February 8, 1993, recorded September 1, 1994 in Book "135", Page 77, of the Miscellaneous records of Scotts Bluff County, Nebraska.

End of Schedule B - Section 2

Copyright American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited
Reprinted under license from the American Land Title Association.

File No: 2210225

Ferguson Title Services, LLC

1720 2nd Avenue ~ P.O. Box 92 · Scottsbluff · NE · 69363-0092
Ph: (308) 635-1300 · Fax: (308) 635-1900

INVOICE

TO: Ferguson Title Services, LLC
1720 2nd Ave - P.O. Box 92
Scottsbluff, NE 69363-0092

Date	Description	Total
	Commitment for Title Insurance Policy premium for Loan/Mtg, Owner's $ 120,000.00 Lender's $ 155,000.00 Buyer/Borrower: Shane Allen Smith and Madison Ranae Hawk Seller: Kel Kim Farms, Inc Lender: Platte Valley Bank Brief Legal: T22 R55 S12 S2S2NW part , Scotts Bluff County, Nebraska. **Cancellation Fee - $125.00**	$ 642.50
	Minimum Due	$642.50
	Amount Paid	$
	Total Due	$642.50

Sent Date: June 21, 2021
Order Date: June 15, 2021

Office:
Remarks: Attn: Brenda Anderson

Please make checks payable to Ferguson Title Services, LLC

Thank you for your business!

2021-2527

NUM PAGES 7
DOC TAX $360.00 CHG
FEES $46.00 CHG
TOTAL $406.00
REC'D Ferguson Title Services, LLC
RET

NUM INDEX
COMPUTER
PICTURED
IMAGED

NEBRASKA DOCUMENTARY STAMP TAX
May 10, 2021
$ 360.00 By JBauer

RECORDED
SCOTTS BLUFF COUNTY, NE

Date May 10, 2021 Time 02:14 PM

Inst. 2021-2527

Jean A. Bauer
REGISTER OF DEEDS
ELECTRONICALLY RECORDED

---- Above This Line Reserved For Official Use Only ----

WARRANTY DEED

KNOW BY ALL MEN BY THESE PRESENTS THAT:

SAMUEL E. DANKERS and CHERYL L. DANKERS, Trustees of the restated DANKERS FAMILY TRUST DATED August 27, 2019; DANA L. PAULEY, a single person; CHRISTINA BUSKIRK and DUANE BUSKIRK, husband and wife; JAMES W. PAULEY, JR., a non-domiciliary of the State of Nebraska concerning non-homestead property; JAY PAULEY, a non-domiciliary of the State of Nebraska concerning non-homestead property; and GINA KORDA, f/k/a GINA PAULEY, a non-domiciliary of the State of Nebraska concerning non-homestead property

hereinafter referred to as "Grantor", for valuable consideration of ten dollars ($10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, confirm, and warrant unto:

KEL KIM FARMS, INC., a Nebraska Corporation

hereinafter "Grantee", the following described real estate, (as defined in Neb. Rev. Stat. 76-201):

In Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska:
Section 12: S½S½NW¼

SUBJECT to all easements, right-of-ways, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's assigns forever, with all appurtenances thereunto belonging.

GRANTORS do for Grantor and Grantors' heirs, personal representatives, executors and assigns forever hereby covenant with GRANTEE that Grantors are lawfully seized in fee simple of said premises; that the premises is free of all encumbrances, unless otherwise noted above; that Grantors have a good right to sell and convey the same aforesaid; and to forever warrant and defend the title to the said lands against all claims whatsoever.

WITNESS Grantor(s) hand(s) on May 10, 2021.

Return to: Ferguson Title Services, LLC
P.O. Box 92
Scottsbluff, NE 69361

Dankers Family Trust, dated August 27, 2019

BY: _____ BY: _____
Samuel E. Dankers, Trustee Cheryl L. Dankers, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF SCOTTS BLUFF)

The foregoing instrument was acknowledged before me on May 4th, 2021, by Samuel E. Dankers and Cheryl L. Dankers, Trustees of the Dankers Family Trust, dated August 27, 2019.

GENERAL NOTARY - State of Nebraska
JANICE NEWHOFF
My Comm. Exp. June 6, 2022

_____
Notary Public

Return to: Ferguson Title Services, LLC
P.O. Box 92
Scottsbluff, NE 69361

Dana L. Pauley

STATE OF Nebraska)
) ss.
COUNTY OF Scotts Bluff)

The foregoing instrument was acknowledged before me on May 6, 2021, by Dana L. Pauley, a single person.

GENERAL NOTARY - State of Nebraska
JANICE NEWHOFF
My Comm. Exp. June 6, 2022

Janice Newhoff
Notary Public

Return to: Ferguson Title Services, LLC
P.O. Box 92
Scottsbluff, NE 69361

Christina Buskirk

Duane Buskirk

STATE OF NEBRASKA)
) ss.
COUNTY OF MORRILL)

The foregoing instrument was acknowledged before me on May 10, 2021, by Christina Buskirk and Duane Buskirk, husband and wife.

GENERAL NOTARY - State of Nebraska
JANICE NEWHOFF
My Comm. Exp. June 8, 2022

Notary Public

Return to: Ferguson Title Services, LLC
P.O. Box 92
Scottsbluff, NE 69361

James W. Pauley, Jr.

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

The foregoing instrument was acknowledged before me on May 8th, 2021, James W. Pauley, Jr., a non-domiciliary of the State of Nebraska concerning non-homestead property.

MAUREEN C. MORGAN
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF WASHOE
No. 15-1239-2 MY APPT. EXPIRES APRIL 8, 2023

Notary Public

Return to: Ferguson Title Services, LLC
P.O. Box 92
Scottsbluff, NE 69361

Jay Pauley

STATE OF Michigan)
) ss.
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me on May 6, 2021, Jay Pauley, a non-domiciliary of the State of Nebraska concerning non-homestead property.

Tonia M. Hartline
Notary Public

TONIA M. HARTLINE
Notary Public, State of Michigan
County of Osceola
My Commission Expires May 29, 2022
Acting in the County of Osceola

Return to: Ferguson Title Services, LLC
P.O. Box 92
Scottsbluff, NE 69361

Gina Korda

Gina Korda f/k/a Gina Pauley

STATE OF IL)
) ss.
COUNTY OF WILL)

The foregoing instrument was acknowledged before me on May 7, 2021, Gina Korda f/k/a Gina Pauley, a non-domiciliary of the State of Nebraska concerning non-homestead property.

Natalie Stozek

Notary Public

NATALIE STOZEK
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
December 10, 2022

Return to: Ferguson Title Services, LLC
P.O. Box 92
Scottsbluff, NE 69361

Taxes Due

Scotts Bluff County

Parcel	Name	Legal
0010027459	DANKERS FAMILY TRUST CHRISTINA BUSKIRK, JAMES W PAULEY JR JAY PAULEY, GINA KORDA, DANA L PAULEY 37 ALLISON DR BELLA VISTA AR 72715	S1/2 S1/2 NW, 12-22-55 (40.53) 80497 CR 22 40.530 ACRES

Payment Information

Select which payment(s) you would like to make and click on continue.

Interest Calculator

Tax Breakdown

Deliquency Dates

1st Half: 05/01/2021

2nd Half: 09/01/2021

Parcel Information		Tax Information	
Tax District	68	Gross Tax Assessed	$ 2,679.02
Levy	1.99420000	Exemption/Credit	$ 155.08
Value	$ 134,340	Net Tax	$ 2,523.94
Tax Sale(s)			

Year: 2020 Statement: 3833	Real Estate Tax	
Net Tax Due	$ 2,523.94	
First Payment	$ 0.00	Receipt Date 12/10/2020
Second Payment	$ 0.00	Receipt Date 12/10/2020
Unpaid Tax Due	$ 0.00	

Receipt date is the business date the payment was posted, not the date received from the taxpayer.

The information provided in this site is the most recent and most accurate data available. All information contained herein is for informational purposes only. MIPS Inc does not warrant that such information is accurate and error free. This information is provided on an "as is" basis without warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. MIPS Inc shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such information or the inability to use such information. MIPS also is not, nor shall be party to or subject to any warranty or any breach of any kind. The User acknowledges and agrees that the use of such information is at the sole risk of the User.

Copyright © 2004 Nebraska Association of County Officials. All rights reserved.

City of Scottsbluff Planning Commission

Development Services Staff Report – Zachary Glaubius

Prepared on: June 30, 2021 **For Hearing of:** July 12, 2021

I. **GENERAL INFORMATION**

A. **Applicant:** Kelly Becker
80436 CR 24
Scottsbluff, NE 69361

B. **Property Owner:** Same as Applicant

C. **Proposal:** Request for Creation of an Agricultural Estate Dwelling Site at 80497 CR 22

D. **Legal Description:** A tract of land located in the South Half of the South Half of the Northwest Quarter of Section 12, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska

E. **Location:** 80497 CR 22. West of CR 22.

F. **Existing Zoning & Land Use:** A-Agricultural. This site is a farmstead and farm ground.

G. **Size of Site:** AEDS: Total Area: Approximately 2.29 Acres | Net Area: Approximately 2.02 Acres
Agricultural/Vacant Land to be Reserved: Total Area: Approximately 38.41 Acres
Net Area: Approximately 37.60 Acres

II. **BACKGROUND INFORMATION**

A. **General Neighborhood/Area Land Uses and Zoning:**

Direction From Subject Site	Future Land Use Designation	Current Zoning Designation	Surrounding Development
North	Rural	A -Agricultural	Farmstead and Farm Ground
East	Rural	A -Agricultural	Farm Ground
South	Residential	A -Agricultural	Farm Ground
West	Rural	A -Agricultural	Farmstead, Farm Ground

B. **Relevant Case History**

1. N/A

III. **ANALYSIS**

A. **Comprehensive Plan:** The Future Land Use Map of the Comprehensive Plan currently shows the site as Rural.

B. Traffic & Access:

1. Current access to site is from frontage to CR 22.

2. The proposed AEDS will have a width of 225 feet along County Road 22.

C. Utilities:

1. The AEDS is located in the extra-territorial jurisdiction and is not served by city utilities.

IV. STAFF COMMENTS

A. The total area of the reserved agricultural land is below the 80-acre requirement. Per 25-3-19.10d, the Planning Commission may permit the creation of an AEDS out of less than 80 acres of reserved land, in certain situations, in the event that the intent of AEDS is maintained.

B. An outbuilding crosses the existing southern property line.

V. FINDINGS OF FACT

A. Findings of Fact to Recommend Its Approval May Include:

1. The agricultural use and AEDS designation are consistent with the Comprehensive Plan Future Land Use Map.

2. The AEDS designation will not create any nonconforming yards or structures.

3. The reserved area is less than the required 80 acres, however the intent of the AEDS subsection is maintained.

4. The outbuilding crossing the property line is crossing an already existing property line.

A. Findings of Fact to Not Recommend Approval May Include:

1. The reserved agricultural land does not meet the 80 acres minimum requirement.

2. The existing nonconforming outbuilding will transfer to the AEDS parcel.

VI. STAFF RECCOMENDATION

A. Staff recommends the Planning Commission make a positive recommendation to City Council to approve the Agricultural Estate Dwelling designation of a tract of land located in the South Half of the South Half of the Northwest Quarter of Section 12, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska.

VII. PUBLIC NOTIFICATION

A. Notification letters were mailed to property owners within 300 feet of the proposed AEDS. Ten (10) letters were mailed in total. One sign was posted on the property more than 10 days before the date of the meeting indicated the date, time, and place of the public hearing.

Planning Commission

AEDS Request 80497 County Road 22 Parcel 010027459

Aerial Overview

Proposed Changes

Street Centerline

Highway

Main Road

Residential

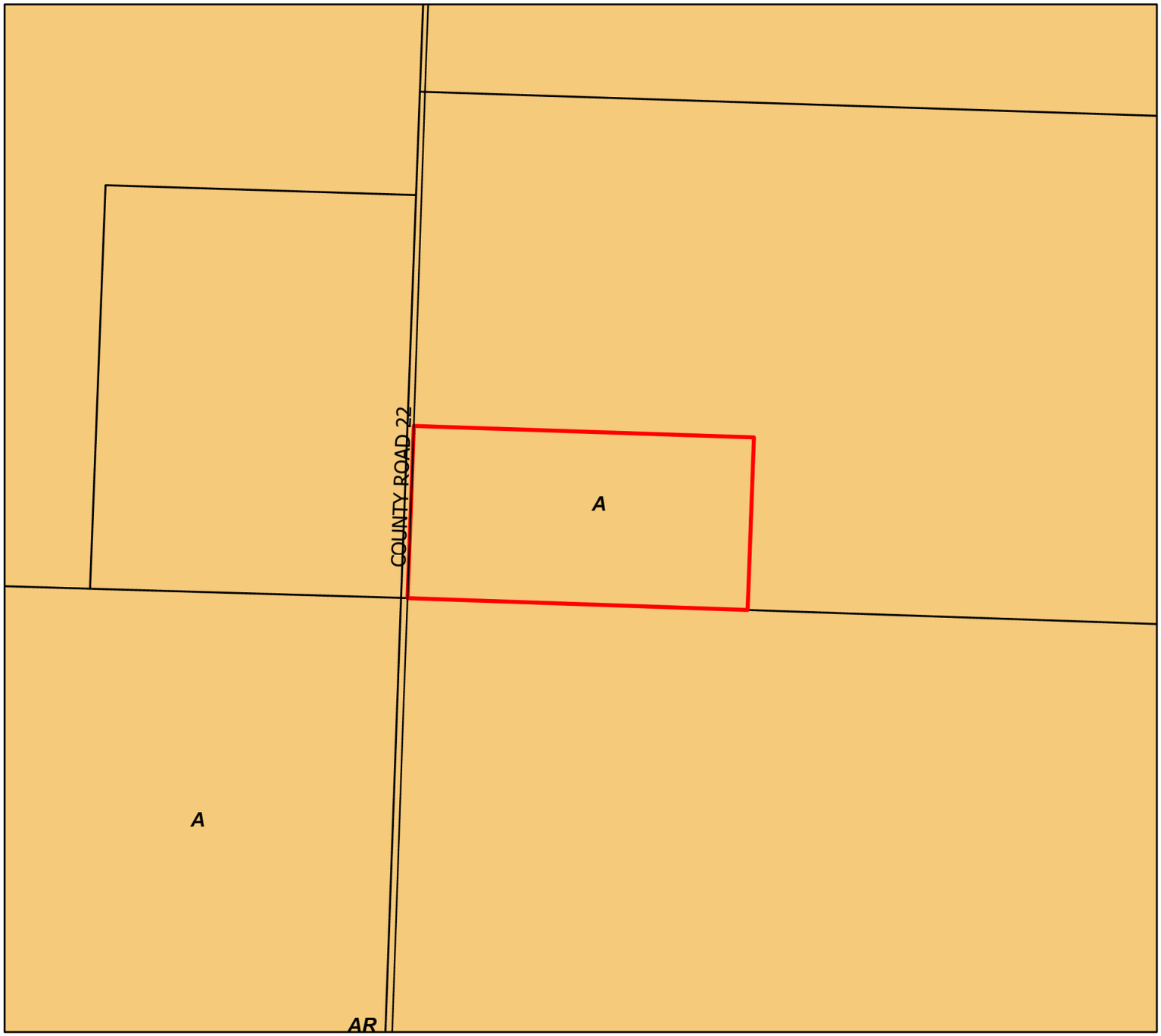
Taylor Stephens
City of Scottsbluff GIS
Created on July 2nd, 2021
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

Planning Commission

AEDS Request 80497 County Road 22 Parcel 010027459

Zoning Overview



Street Centerline

- Highway
- Main Road
- Residential
- Proposed Changes
- Parcel Boundaries

Zoning

- A
- AR
- C-1
- C-2
- C-3
- M-1
- M-2
- O&P
- PBC
- R-1
- R-1A
- R-1B
- R-4
- R-6

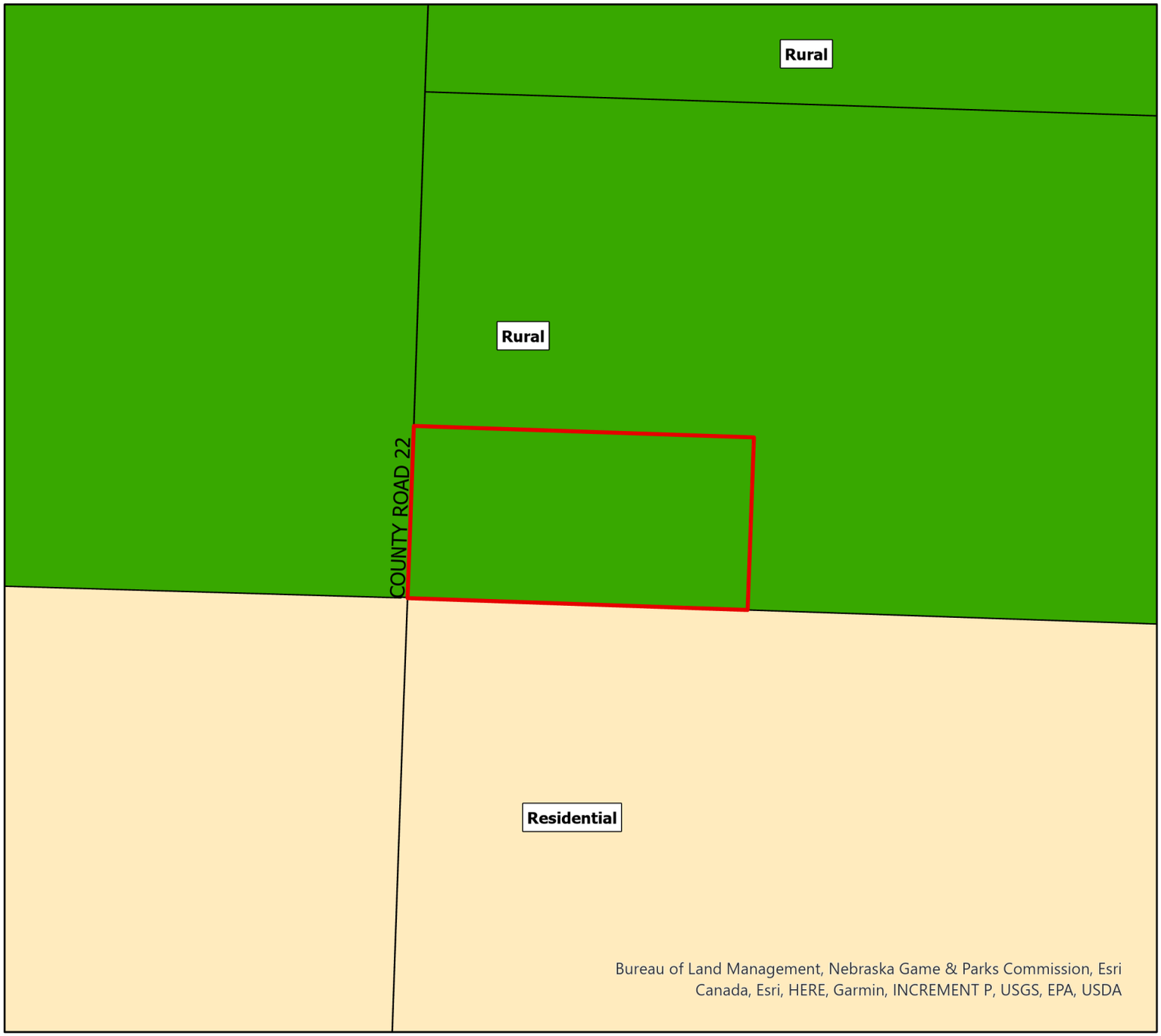
Taylor Stephens
City of Scottsbluff GIS
Created on July 2nd, 2021
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

Planning Commission

AEDS Request 80497 County Road 22 Parcel 010027459

2016 Comp. Plan Future Land Use Overview



Street Centerline

- Highway
- Main Road
- Residential

2016 Comp. Plan Land Use

- Automobile Commercial
- Avenue B and Hospial Campus
- Central Business District
- East Overland
- Highway 26 Commercial
- Northwest Commercial
- Residential
- Rural
- Rural Residential
- Southeast Industrial and Commercial
- South Broadway
- WNCC and Surrouding Area
- Proposed Changes

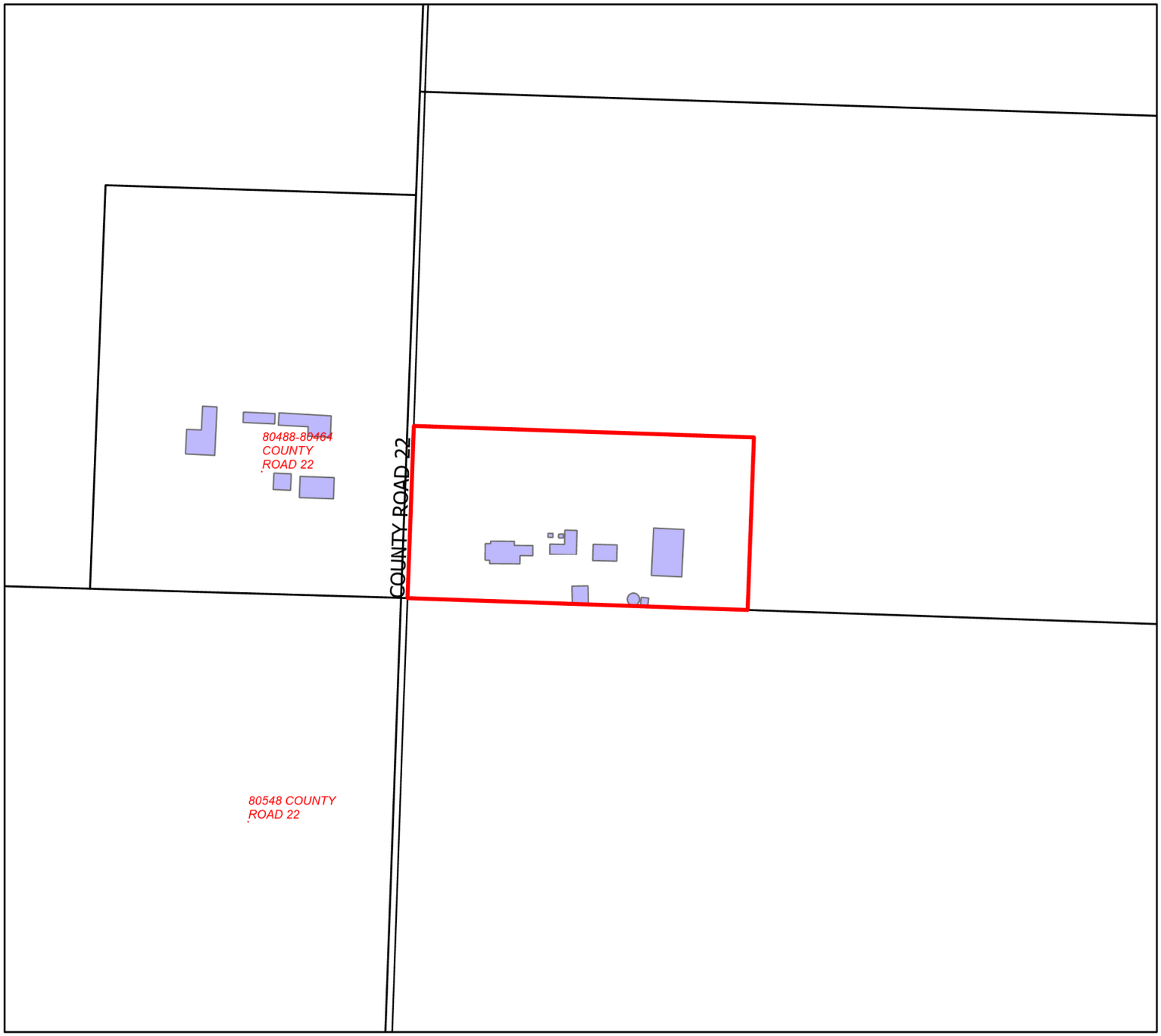
Taylor Stephens
City of Scottsbluff GIS
Created on July 2nd, 2021
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

Planning Commission

AEDS Request 80497 County Road 22 Parcel 010027459

Parcels and Buildings Overview



Proposed Changes

Street Centerline

- Highway
- Main Road
- Residential

Building

Parcel Boundaries

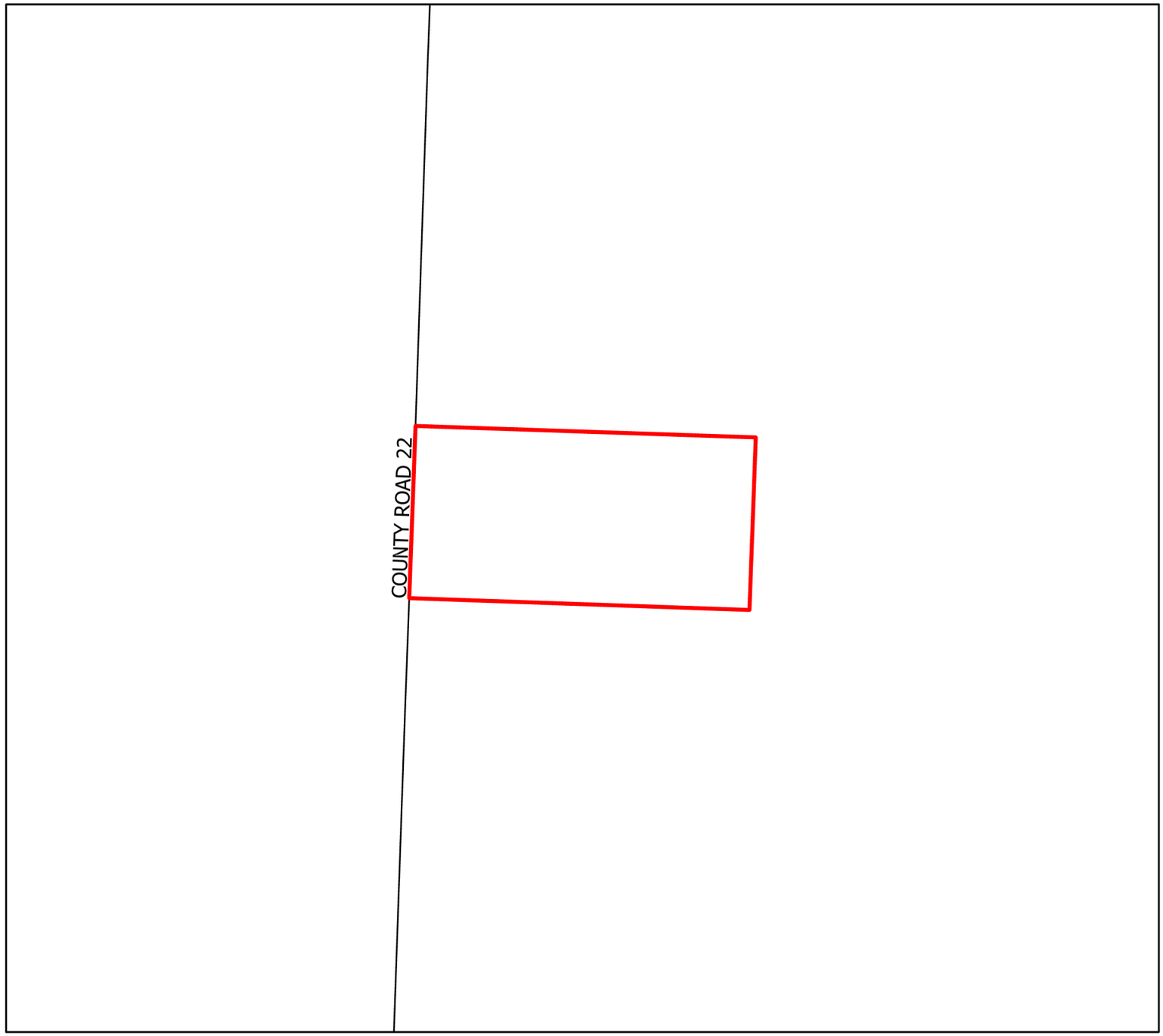
Taylor Stephens
City of Scottsbluff GIS
Created on July 2nd, 2021
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.

Planning Commission

AEDS Request 80497 County Road 22 Parcel 010027459

Utilities Overview



Proposed Changes

Street Centerline

Highway

Main Road

Residential

Water Curbstop

Water Valve

Water Manhole

Fire Hydrants

Water Lines

Verified_Manhole

Wastewater Lines

Outfall

Stormwater Inlet

Stormwater Manhole

Stormwater Arc

Easement

Taylor Stephens
City of Scottsbluff GIS
Created on July 2nd, 2021
Coordinate System:
NAD 1983 StatePlane Nebraska FIPS 2600 Feet
Lambert Conformal Conic

The City makes no representation or warranty as to the accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon.