



BUFFALO COUNTY ZONING & FLOODPLAIN
Buffalo County Courthouse
1512 Central Avenue
PO Box 1270
Kearney, NE 68848
Phone: (308) 236-1998
Fax: (308) 236-1870
Email: zoning@buffalocounty.ne.gov

ZONING AGENDA ITEM #1

MEETING DATE: May 27, 2025

AGENT: Mitchell Humphrey, licensed land surveyor, on behalf of Steven E. Pesek, President, Matrix Road, Inc.

SUBJECT: Application for Administrative Subdivision, "Matrix Road Administrative Subdivision", located in Part of the Southeast Quarter of the Southeast Quarter of Section Six (6), Township Ten (10) North, Range Fourteen (14) West of the Sixth Principal Meridian, Buffalo County, Nebraska.

Discussion:

According to Subdivision Regulations, Section 3.02 (Administrative Subdivision), when a tract of land 10.00 acres or less is split, the applicant(s) must file an Administrative Subdivision.

The proposed subdivision, "Matrix Road Administrative Subdivision", is arranged with one lot, containing, approximately, 5.14 acres. The proposed subdivision is situated north of 190th Road and west of Buckeye Road. The affected Parcel ID is: 340142000. Zoning District: Agriculture (AG).

No opposition was received regarding "Matrix Road Administrative Subdivision".

Attachments:

- Administrative Subdivision Application
- Administrative Subdivision Survey
- Administrative Subdivision Legal Description
- Remnant Acres
- Proof of Title
- Locational/Zoning/Floodplain Aerial Map

ZONING AGENDA ITEM #2

MEETING DATE: May 27, 2025

AGENT: Mitchell Humphrey, licensed land surveyor, on behalf of Steven E. Pesek

SUBJECT: Application for Administrative Subdivision, “Pesek Administrative Subdivision”, located in Part of the Southeast Quarter of the Northeast Quarter of Section Two (2), Township Ten (10) North, Range Fifteen (15) West of the Sixth Principal Meridian, Buffalo County, Nebraska.

Discussion:

According to Subdivision Regulations, Section 3.02 (Administrative Subdivision), when a tract of land 10.00 acres or less is split, the applicant(s) must file an Administrative Subdivision.

The proposed subdivision, “Pesek Administrative Subdivision”, is arranged with one lot, containing, approximately, 3.06 acres. The proposed subdivision is situated north of 190th Road and west of Poole Road. The affected Parcel ID is: 360139000. Zoning District: Agriculture (AG).

No opposition was received regarding “Pesek Administrative Subdivision”.

Attachments:

- Administrative Subdivision Application
- Administrative Subdivision Survey
- Administrative Subdivision Legal Description
- Remnant Acres
- Proof of Title
- Locational/Zoning/Floodplain Aerial Map

ZONING AGENDA ITEM #3

MEETING DATE: May 27, 2025

AGENT: Mitchell Humphrey, licensed land surveyor, on behalf of Walter J. Fick and Cecilia M. Lauby-Fick

SUBJECT: Application for Administrative Subdivision, “Fick Administrative Subdivision”, located in Part of the Government Lot 2, of Section Nineteen (19), Township Nine (9) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska.

Discussion:

According to Subdivision Regulations, Section 3.02 (Administrative Subdivision), when a tract of land 10.00 acres or less is split, the applicant(s) must file an Administrative Subdivision.

The proposed subdivision, “Fick Administrative Subdivision”, is arranged with three lots, containing, approximately, 3.34 acres, 3.00 acres, & 3.00 acres. The proposed subdivision is situated west of Cottonmill Avenue and south of 70th Road. The affected Parcel ID is: 560607000. Zoning District: Agricultural – Residential 2 (AGR - 2).

No opposition was received regarding “Fick Administrative Subdivision”.

Attachments:

- Administrative Subdivision Application
- Administrative Subdivision Survey
- Administrative Subdivision Legal Description
- Remnant Acres
- Proof of Title
- Locational/Zoning/Floodplain Aerial Map

ZONING AGENDA ITEM #4

MEETING DATE: May 27, 2025

AGENT: Mitchell Humphrey, licensed land surveyor, on behalf of Tami Jo Krull & Steven Roger Krull

SUBJECT: Building Restriction Agreement & LOMR-F for property described as Lot 11, Block 1, Bruner Lakeside Estates Second, a subdivision being part of Government Lot 1, part of Government Lot 2, and part of accretion lands deriving from and adjacent to Government Lot 1 and Government Lot 2, located in Section Twenty-four (24), Township Nine (9) North, Range Thirteen (13) West of the Sixth Principal Meridian, Buffalo County, Nebraska.

Discussion:

Tami Jo Krull and Steven Roger Krull currently own a property, in the Agricultural – Residential 1 (AGR - 1) Zoning District, situated south of Shelton and sitting in the floodplain, Flood Zone A. Tax ID: 700147605. The owners are requesting to have their outbuilding removed from the floodplain, based on elevation.

The agenda item, a Building Restriction Agreement, is a document outlining the risk of building in a floodplain area, assuring that any improvements are reasonably safe from flooding. It will require the notarized signatures of the owners and of the Buffalo County Board of Commissioner's Chairperson.

Additionally, FEMA will require the Letter of Map Revision based on Fill (LOMR-F), which shows the elevation, completed by a licensed surveyor or engineer. This document also requires the signature of the Buffalo County Board of Commissioner's Chairperson, on behalf of Buffalo County, on the acknowledgment form.

If FEMA approves the LOMR-F, then the Building Restriction Agreement will be recorded in the Register of Deeds Office.

We have a copy of the Elevation Form on record, which is enclosed in your packet, that shows compliance with our Floodplain Regulations.

Zoning Agenda

Item #1

APPLICATION FOR LAND DEVELOPMENT IN ACCORDANCE WITH BUFFALO
COUNTY SUBDIVISION REGULATIONS

Buffalo County Zoning Office

1512 Central Ave., PO Box 1270 Kearney, NE 68848

308-236-1998

www.buffalogov.org

Type of Plat Administrative Sub XX Preliminary Plat _____ Final Plat _____
Vacation of Plat _____ Variance _____

The zoning administrator, who may be accompanied by others, is hereby authorized to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation.

Subdivision name: MATRIX ROAD ADMINISTRATIVE SUBDIVISION Date APRIL 22, 2025

Owner's name: MATRIX ROAD, INC., A NEBRASKA CORPORATION, BY STEVEN E. PESEK, PRESIDENT

Owner's home address: 37525 160TH ROAD, GIBBIN, NE 68840

Telephone number(home): _____ (daytime) 308-380-9008

Developer's name: MATRIX ROAD, INC., A NEBRASKA CORPORATION

Developer's address: 37525 160TH ROAD, GIBBON, NE 68840

Engineer's name and address: BUFFALO SURVEYING COPRATION, MITCHELL W. HUMPHREY
5308 PARKLANE DRIVE, SUITE 3, P.O. BOX 905, KEARNEY, NE 68848

List all people who own, have liens and other interest _____

Present use of property: RURAL RESIDENTIAL

Desired use of property: RURAL RESIDENTIAL Present Zoning AGRICULTURAL

Legal Description of property: SEE ATTACHED LEGAL DESCRIPTION

Area of property(square feet and/or acres) 5.47 ACRES, MORE OR LESS

Number of lots or parcels: ONE (1)

School District _____ Fire District _____

Please attach exhibits (plat, easements, water courses, surveyor's certificate with legal description, copy of covenants, DEQ permits, etc if applicable)

The above requested information is, to the best of my knowledge, true and accurate.

Signature of Owner: Steven E. Pesek Printed Name MATRIX ROAD, INC.
4-22-2025 Office Use Only
Signature of Agent: Mitchell W. Humphrey 4-22-2025
Printed Name MITCHELL W. HUMPHREY, PLS 492
Preliminary Plat approval date: _____
Action Taken: _____
P & Z Recommendation: _____ approved _____ disapproved Date: _____
County Commissioners _____ approved _____ disapproved Date: _____

Permit Number 2025-035
Filing Fee 370.00 Receipt # 915080
Zoning Classification AG1
Floodplain Yes or No 4/23/25 DW
8/09 Date Initial

Legal Desc: Matrix Road Administrative Sub., Pt. SE1/4 of the SE1/4 of Sect. 6, T10N, R14W of the 6th P.M., Buffalo Co., NE
Client: Matrix Road, Inc., a Nebraska Corporation, Steve Pesek, President
Prepared By: Mitchell Humphrey
Date: April 22, 2025
BSC Project No.: 250011

ATTACHMENT TO THE APPLICATION FOR SUBDIVISION

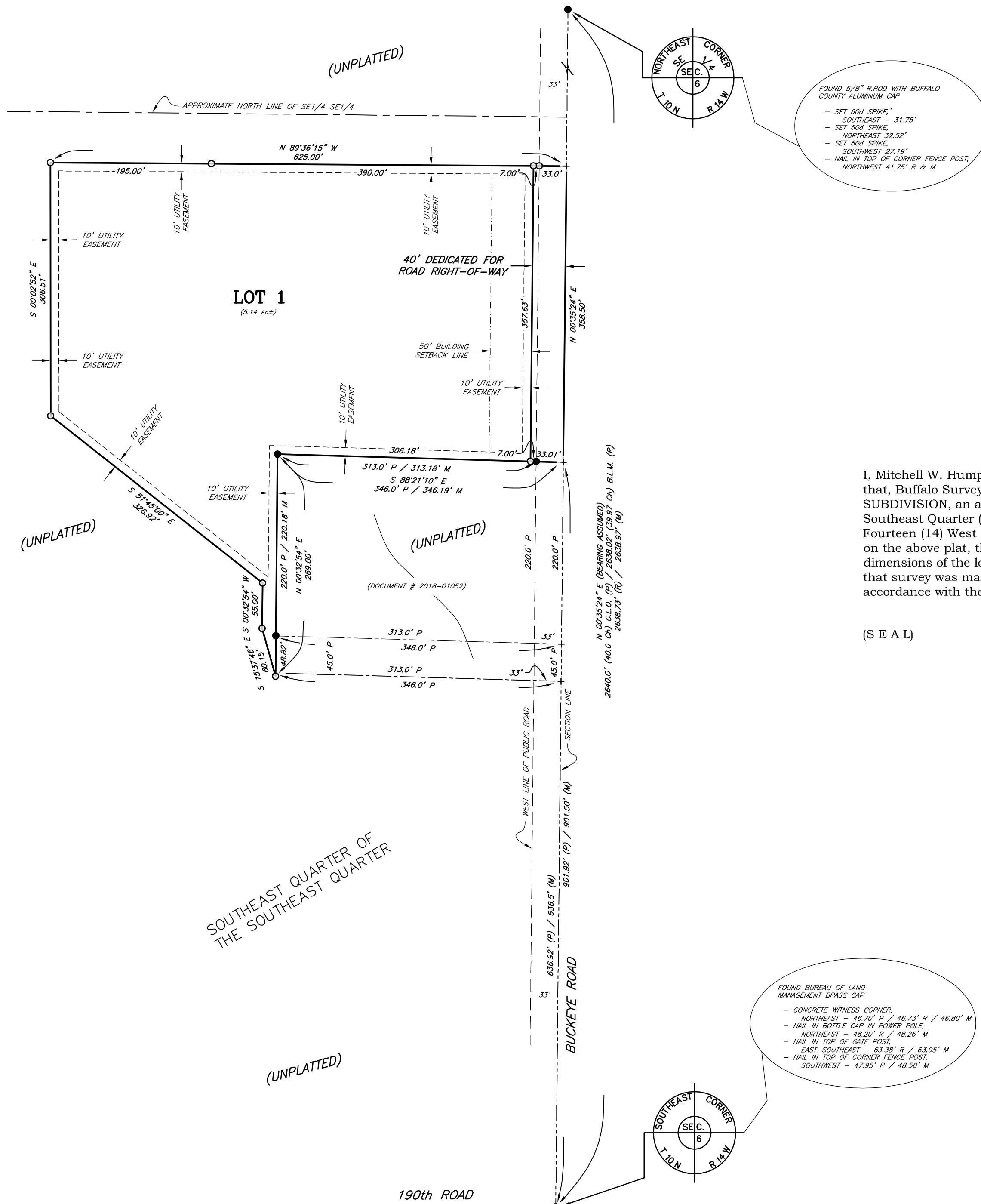
(MATRIX ROAD ADMINISTRATIVE SUBDIVISION)

LEGAL DESCRIPTION

A tract of land being part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Six (6), Township Ten (10) North, Range Fourteen (14) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Referring to the Southeast Corner of Section 6 and assuming the East line of the Southeast Quarter of Section 6 as bearing N 00°35'24" E and all bearings containing herein are relative thereto; thence on the East line of the Southeast Quarter of said Section 6, N 00°35'24" E a distance of 901.50 feet to the ACTUAL PLACE OF BEGINNING, said point being the Northeast Corner of a tract of land as described on Warranty deed filed as Document No. 2018-01052, recorded February 22, 2028 in the office of the Register of Deeds of Buffalo County, Nebraska; thence continuing on said East line of the Southeast Quarter of Section 6, N 00°35'24" E a distance of 358.50 feet; thence leaving said East line of the Southeast Quarter of Section 6, N 89°36'15" W a distance of 625.00 feet; thence S 00°02'52" E a distance of 306.51 feet; thence S 51°45'00" E a distance of 326.92 feet; thence S 00°32'54 W a distance of 55.00 feet; thence S 15°37'46" E a distance of 60.15 feet to a point on the West line of said tract of land as described on Warranty deed filed as Document No. 2018-01052, if extended southerly; thence N 00°32'54" E on the West line of said tract of land as described on Warranty deed filed as Document No. 2018-01052, if extended southerly, a distance of 269.00 feet to the Northwest Corner of said tract of land as described on Warranty deed filed as Document No. 2018-01052; thence on the North line of said tract of land as described on Warranty deed filed as Document No. 2018-01052, S 82°21'10" E a distance of 346.00 feet to the place of beginning. Containing 5.47 acres, more or less.

MATRIX ROAD ADMINISTRATIVE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 SE1/4)
OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOURTEEN (14) WEST OF THE SIXTH PRINCIPAL MERIDIAN,
BUFFALO COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I, Mitchell W. Humphrey, President of Buffalo Surveying Corporation, do hereby certify that, Buffalo Surveying Corporation surveyed MATRIX ROAD ADMINISTRATIVE SUBDIVISION, an administrative subdivision being part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Six (6), Township Ten (10) North, Range Fourteen (14) West of the Sixth Principal Meridian, Buffalo County, Nebraska, as shown on the above plat, that the lot is well and accurately staked off and marked, the dimensions of the lot is as shown on the above plat, the lot bears its own number, and that survey was made with reference to known and recorded monuments, and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey.

(S E A L)

BUFFALO SURVEYING CORPORATION

Mitchell W. Humphrey, President
Nebr. Professional Land Surveyor No. 492

972W2

04-21-2025

230011.DWG

0' 150'

SCALE: 1" = 100'
 ● = CORNERS FOUND (5/8" HEX. 'ROD
 EXCEPT AS INDICATED)
 ○ = CORNERS ESTABLISHED
 (5/8" X 24" R.ROD W/ I.D. CAP
 STAMPED "HUMPHREY LS 492")
 + = TEMPORARY POINTS
 P = PLATTED DISTANCES
 R = RECORDED DISTANCES
 M = MEASURED DISTANCES
 G.L.O. = GENERAL LAND OFFICE
 B.L.M. = BUREAU OF LAND MANAGEMENT

SURVEY COMPLETED: MARCH 12, 2025



MATRIX ROAD ADMINISTRATIVE SUBDIVISION
AN ADMINISTRATIVE SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 SE1/4)
OF SECTION SIX (6), TOWNSHIP TEN (10) NORTH, RANGE FOURTEEN (14) WEST OF THE SIXTH PRINCIPAL MERIDIAN,
BUFFALO COUNTY, NEBRASKA

LEGAL DESCRIPTION

A tract of land being part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Six (6), Township Ten (10) North, Range Fourteen (14) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Referring to the Southeast Corner of Section 6 and assuming the East line of the Southeast Quarter of Section 6 as bearing N 00°35'24" E and all bearings containing herein are relative thereto; thence on the East line of the Southeast Quarter of said Section 6, N 00°35'24" E a distance of 901.50 feet to the ACTUAL PLACE OF BEGINNING, said point being the Northeast Corner of a tract of land as described on Warranty Deed filed as Document # 2018-01052, recorded February 22, 2018 in the office of the Register of Deeds of Buffalo County, Nebraska; thence continuing on said East line of the Southeast Quarter of Section 6, N 00°35'24" E a distance of 358.50 feet; thence leaving said East line of the Southeast Quarter of Section 6, N 89°36'15" W a distance of 625.00 feet; thence S 00°02'52" E a distance of 306.51 feet; thence S 51°45'00" E a distance of 326.92 feet; thence S 00°32'54" W a distance of 55.00 feet; thence S 15°37'46" E a distance of 60.15 feet to a point on the West line of said tract of land as described on Warranty Deed filed as Document # 2018-01052, if extended southerly; thence N 00°32'54" E on the West line of said tract of land as described on Warranty Deed filed as Document # 2018-01052, if extended southerly, a distance of 269.00 feet to the Northwest Corner of said tract of land as described on Warranty Deed filed as Document # 2018-01052; thence on the North line of said tract of land as described on Warranty Deed filed as Document # 2018-01052, S 88°21'10" E a distance of 346.00 feet to the place of beginning. Containing 5.47 acres, more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that Matrix Road, Inc., a Nebraska Corporation, by and through its President, Steven E. Pesek, being the sole owner of the land described hereon, have caused the same to be surveyed, subdivided and platted and designated as MATRIX ROAD ADMINISTRATIVE SUBDIVISION, an administrative subdivision being part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Six (6), Township Ten (10) North, Range Fourteen (14) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and said owner does hereby ratify and approve the disposition of their property as shown on the above plat, and hereby dedicate to the use and benefit of the public, the road right-of-way (street) and utility easements as shown on said plat, and acknowledge said addition to be made with the free consent and in accord with the desires of said owner.

Dated this _____ day of _____, 2025.

MATRIX ROAD INC., a Nebraska Corporation

by: Steven E. Pesek
title: President

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Matrix Road, Inc, a Nebraska Corporation, by and through its President, Steven E. Pesek.

(S E A L)

Notary Public

My commission expires _____.

RESOLUTION NO.

BE IT RESOLVED BY THE BUFFALO COUNTY BOARD OF COMMISSIONERS OF BUFFALO COUNTY, NEBRASKA, in regular session with quorum present, that the plat of MATRIX ROAD ADMINISTRATIVE SUBDIVISION, an administrative subdivision being part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Six (6), Township Ten (10) North, Range Fourteen (14) West of the Sixth Principal Meridian, Buffalo County, Nebraska, duly made out, acknowledged and certified is hereby approved, accepted, ratified and authorized to be filed and recorded in the Office of the Register of Deeds, Buffalo County, Nebraska.

Moved by: _____
(Print Name)

Seconded by: _____
(Print Name)

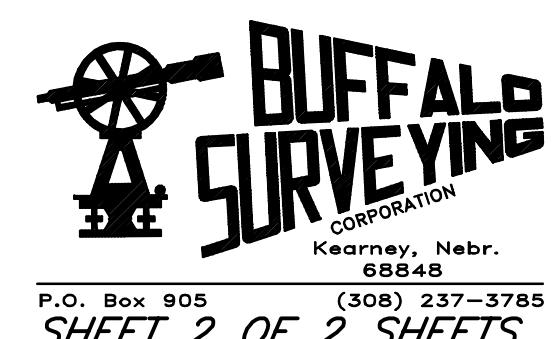
that the foregoing resolution be adopted. Said Motion carried on _____ vote(s).

STATE OF NEBRASKA)
) ss:
COUNTY OF BUFFALO)

I, Heather A. Christensen, County Clerk in and for Buffalo County, Nebraska, being duly qualified, do hereby certify that the above is a true and correct copy of the resolution as passed by the Buffalo County Board of Commissioners on the _____ day of _____, 2025.

(SEAL)

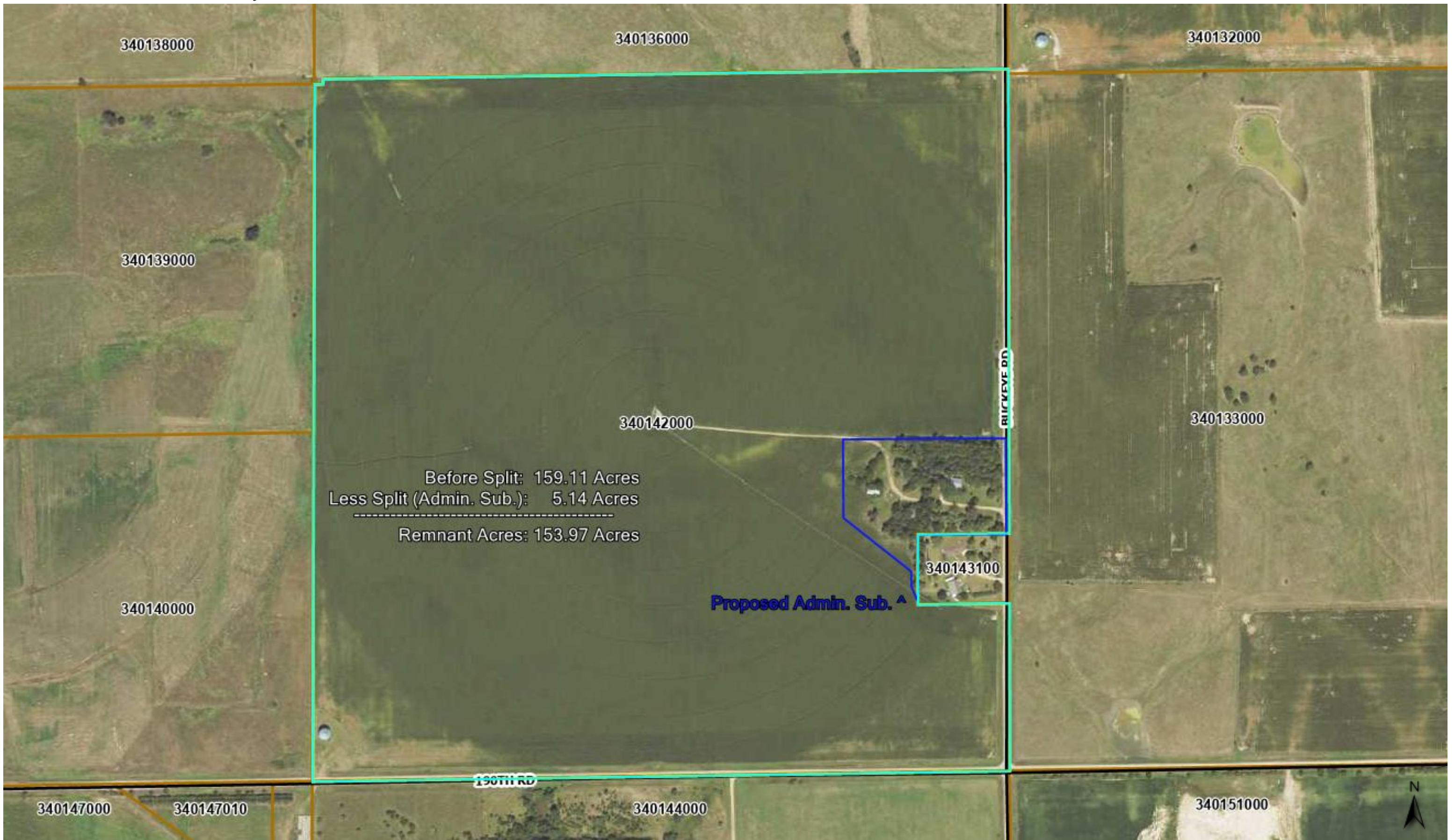
Heather A. Christensen, County Clerk



P.O. Box 905 (308) 237-3785
SHEET 2 OF 2 SHEETS

Matrix Road Remnancy

Created by: null





ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN 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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

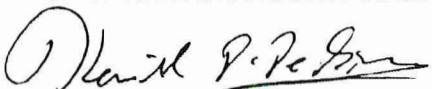
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska 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.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American 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.

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Form 50230031 (11-27-23)





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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

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Form 50230031 (11-27-23)



**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.
- 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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American 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.

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Form 50230031 (11-27-23)





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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Form 50230031 (11-27-23)



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:****Issuing Agent: Central Nebraska Title & Escrow, LLC****Issuing Office: Central Nebraska Title & Escrow, LLC****Title Officer: Travis Schott****File Number: 01-8611****Property Address: Pt SE 6-10-14, Gibbon, NE 68840****Revision Number:****SCHEDULE A****1. Commitment Date: March 25, 2025****2. Policy to be issued:****a. 2021 ALTA® Owners Policy**

Proposed Insured: **Larry Lee Novotne, Lonny Wayne Novotne, and Robbie Dean Novotne, each an undivided one-third (1/3) interest**

Proposed Amount of Insurance: **\$1,322,400.00** Premium Amount: **\$2,743.00**

The estate or interest to be insured: **Fee Simple**

b. 2021 ALTA® Loan Policy

Proposed Insured: **Exchange Bank, ISAOA/ATIMA**

Proposed Amount of Insurance: **\$1,322,400.00** Premium Amount: **\$75.00**

The estate or interest to be insured: **Fee Simple**

CPL: \$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 Matrix Road, Inc., a Nebraska Corporation****5. The Land is described as follows:****Parcel A:**

The Southeast Quarter of Section Six (6), Township Ten (10) North, Range Fourteen (14) West of the 6th P.M., Buffalo County, Nebraska, EXCEPT A tract of land being part of the Southeast quarter of the Southeast quarter of Section 6, Township 10 North, Range 14 West of the 6th P.M., Buffalo County, Nebraska, more particularly described as follows: Referring to the Southeast corner of said Section 6; thence Northerly along the East line of said Southeast quarter a distance of 681.92 feet to the ACTUAL PLACE OF BEGINNING; thence continuing Northerly on the East line of said Southeast quarter a distance of 220.0 feet; thence with a deflection angle to the left of 89°00' a distance of 346.0 feet; thence left 91°00' and parallel with the East line of said Southeast quarter a distance of 220.0 feet; thence left 89°00' a distance of 346.0 feet to the place of beginning, containing 1.747 acres, more or less, AND EXCEPT The North 45.0 feet of the South 681.92 feet of the East 346.0 feet of the Southeast quarter of the Southeast quarter of Section 6, Township 10 North, Range 14 West of the 6th P.M., Buffalo County, Nebraska;

TOGETHER WITH a 20 Ft. strip along the South edge of the Northeast Quarter of Section Six (6), Township Ten (10) North, Range Fourteen (14) West of the 6th P.M., Buffalo County, Nebraska.

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by First American 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.

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Form 50230031 (11-27-23)





First American Title™

Commitment for Title Insurance
Nebraska - 2021 v. 01.00 (07-01-2021)

Collateral Only Parcel B:

The Northeast Quarter of Section 4, Township 10 North, Range 14 West of the 6th P.M., Buffalo County, Nebraska, EXCEPT the North 175 feet of the East 255 feet.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Authorized Signatory

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Form 50230031 (11-27-23)



Page 6 of 9



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.
5. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insurer or its agent.
6. **Corporation Warranty Deed, executed by the President or Vice-President (or other authorized officer under corporate seal) of Matrix Road, Inc., a Nebraska Corporation, to Larry Lee Novotne, Lonny Wayne Novotne, and Robbie Dean Novotne, each an undivided one-third (1/3) interest conveying the subject property.**
7. **Satisfactory evidence must be provided to the title company that Matrix Road, Inc., is a corporation in good standing. (HAVE IN FILE)**
8. **A copy of the Articles of Incorporation which have been filed in the office of the Secretary of State of the State of Nebraska for Matrix Road, Inc. must be provided to the company prior to closing for its examination.**
9. **Corporate Resolution, pursuant to the organizational documents of Matrix Road, Inc., authorizing the subject transaction and naming the authorized signatory for all documents pertaining thereto.**
10. **A Survey of the building site purported to be split from the subject land. Note: The legal description as shown on Schedule A of this Commitment is subject to change upon review of the survey.**
11. **Execution of Lien Guaranty by Matrix Road, Inc., a Nebraska Corporation, seller of the subject property.**
12. **Deed of Trust among Larry Lee Novotne and Karen Novotne, husband and wife, Lonny Wayne Novotne, an unmarried individual, and Robbie Dean Novotne, an unmarried individual, Trustor, and Exchange Bank, ISAOA/ATIMA, Trustee and Beneficiary, securing not less than the amount to be insured.**

SCHEDULE B, PART II—Exceptions

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.

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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.
2. Right or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of parties in possession not shown by the Public Records.
4. Any encroachments, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to 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, if any, not shown as existing liens by the Public Records.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
8. The lien of the General Taxes for the year 2025, and thereafter.

Special Exceptions

General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):

9. **Parcel ID Number : 340142000 (Parcel A)**

**2023 General Real Estate Taxes: \$9,237.78 - PAID
2024 General Real Estate Taxes: \$6,291.82 - PAID**

10. **Parcel ID Number : 340123000 (Parcel B)**

**2023 General Real Estate Taxes: \$7,178.94 - PAID
2024 General Real Estate Taxes: \$5,681.54 - PAID**

2024 Taxes due and payable December 31, 2024; First Half Delinquent May 1, 2025; Second Half Delinquent September 1, 2025.

No taxes currently delinquent

11. **Special assessments not yet certified to the Office of the County Treasurer. (Note: No special assessments are shown in the Office of the County Treasurer at date hereof.) Further, closing agent**

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should check with the appropriate taxing authority prior to closing. This company can only certify to special assessments to the Office of the County Treasurer of said County.

12. Rights of the Public, State of Nebraska, County of Buffalo, in and to any portion of the land taken or used for highways, roads, streets, or alleys whether by easement or fee title.
13. Grant of Easement to The Central Nebraska Public Power and Irrigation District of Hastings, Nebraska, described in document filed January 30, 1942, at Book "Q" Page 269, in the office of the Register of Deeds, Buffalo County, Nebraska. (Parcel B)
14. Permanent Right of Way Permit to Northwestern Bell Telephone Company, described in document filed August 10, 1945, at Book "R" Page 160, in the office of the Register of Deeds, Buffalo County, Nebraska. (Parcel B)
15. Rights or claims of tenants under unrecorded leases, if any, as tenants only.
16. No coverage is provided under the terms of this policy for Financing Statements and/or Security Agreements filed with the Uniform Commercial Code Office of the Secretary of State.
17. All reservations contained in patent issued by the United States of America; any mortgage and/or trust deeds wherein said mineral rights or oil and gas leases are used as security; and all rights arising under any instrument of the character set forth above.

TITLE TO MINERALS IS NOT INSURED.

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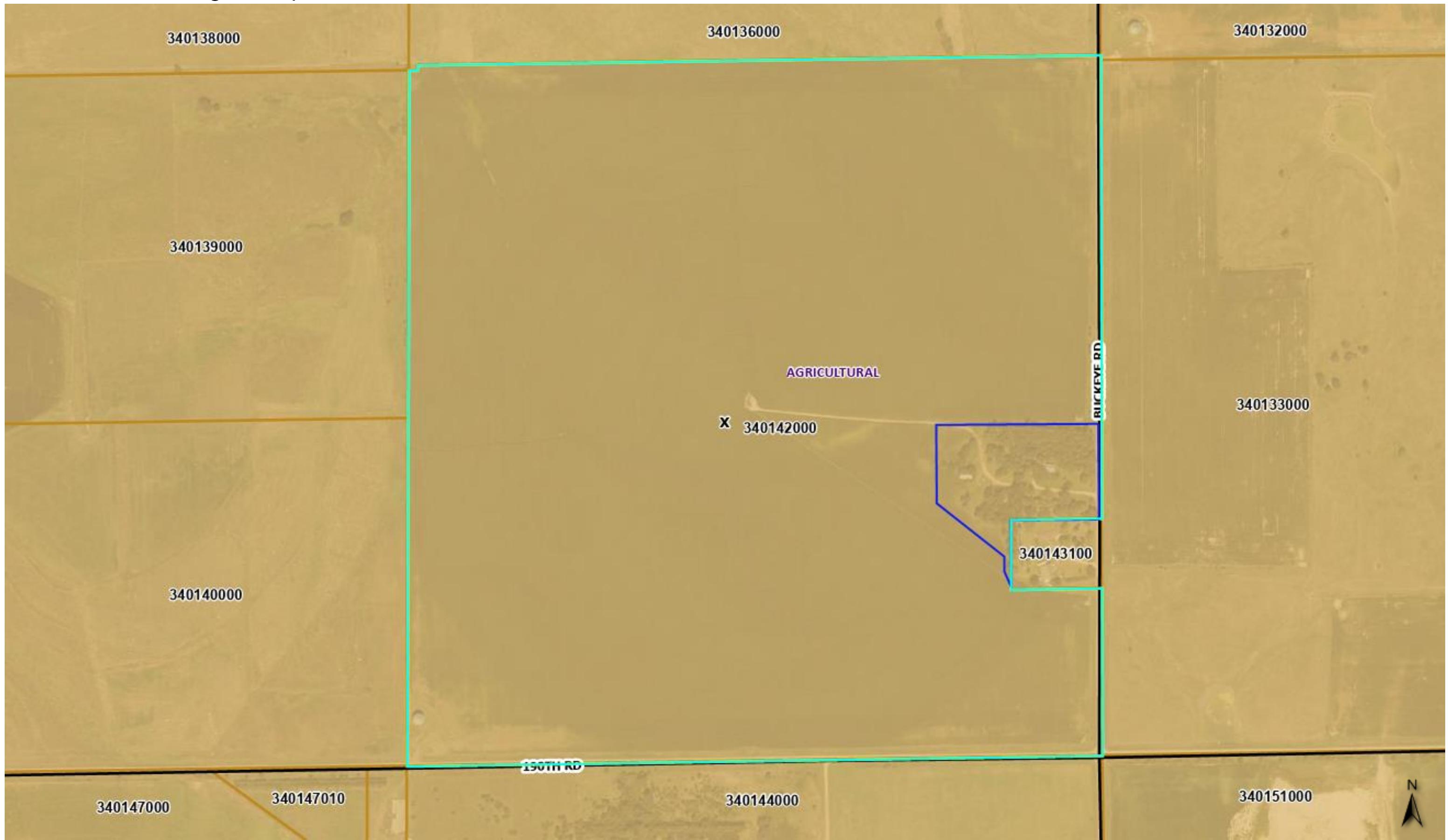
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Form 50230031 (11-27-23)



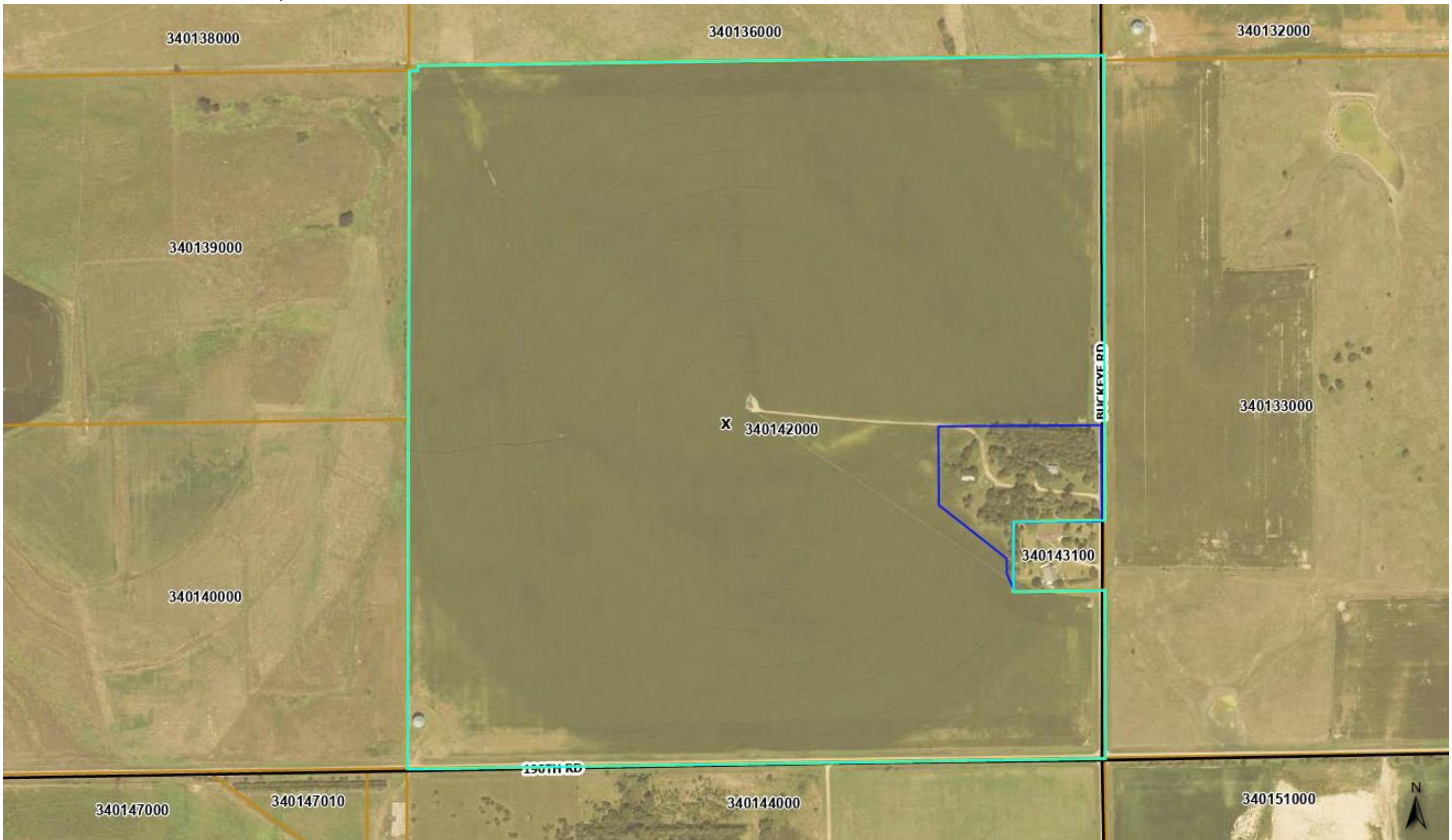
Matrix Road Zoning/Floodplain

Created by: null



Matrix Road Aerial/Floodplain

Created by: null



Zoning Agenda

Item #2

APPLICATION FOR LAND DEVELOPMENT IN ACCORDANCE WITH BUFFALO

COUNTY SUBDIVISION REGULATIONS

Buffalo County Zoning Office

1512 Central Ave., PO Box 1270 Kearney, NE 68848

308-236-1998

www.buffalogov.org

Type of Plat Administrative Sub XX Preliminary Plat _____ Final Plat _____
Vacation of Plat _____ Variance _____

The zoning administrator, who may be accompanied by others, is hereby authorized to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation.

Subdivision name: PESEK ADMINISTRATIVE SUBDIVISION Date APRIL 22, 2025

Owner's name: STEVEN E. PESEK

Owner's home address: 37525 160TH ROAD, GIBBIN, NE 68840

Telephone number(home): _____ (daytime) 308-380-9008

Developer's name: STEVEN E PESEK

Developer's address: 37525 160TH ROAD, GIBBON, NE 68840

Engineer's name and address: BUFFALO SURVEYING COPRATION, MITCHELL W. HUMPHREY
5308 PARKLANE DRIVE, SUITE 3, P.O. BOX 905, KEARNEY, NE 68848

List all people who own, have liens and other interest _____

Present use of property: RURAL RESIDENTIAL

Desired use of property: RURAL RESIDENTIAL Present Zoning AGRICULTURAL

Legal Description of property: SEE ATTACHED LEGAL DESCRIPTION

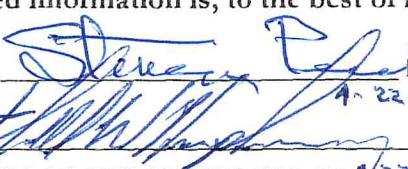
Area of property(square feet and/or acres) 3.63 ACRES, MORE OR LESS

Number of lots or parcels: ONE (1)

School District _____ Fire District _____

Please attach exhibits (plat, easements, water courses, surveyor's certificate with legal description, copy of covenants, DEQ permits, etc if applicable)

The above requested information is, to the best of my knowledge, true and accurate.

| | | |
|---------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------|
| Signature of Owner:  | Printed Name <u>STEVEN E. PESEK</u> | Office Use Only |
| And agent:  | Permit Number <u>2025-036</u> | Filing Fee <u>3700</u> Receipt # <u>975081</u> |
| MITCHELL W. HUMPHREY, PLS 492 <u>4/22/2025</u> | Zoning Classification <u>AG1</u> | Floodplain Yes or No <u>4/23/25</u> Date <u>DW</u> Initial <u>8/09</u> |
| Preliminary Plat approval date: _____ | | |

Action Taken:

P & Z Recommendation: _____ approved _____ disapproved Date: _____

County Commissioners _____ approved _____ disapproved Date: _____

Legal Desc: Pesek Administrative Sub., Pt. SE1/4 of the NE1/4 of Sect. 2, T10N, R15W of the 6th P.M., Buffalo Co., NE
Client: Steven E Pesek
Prepared By: Mitchell Humphrey
Date: April 23, 2025, Rev: 05-06-2025
BSC Project No.: 250035

ATTACHMENT TO THE APPLICATION FOR SUBDIVISION

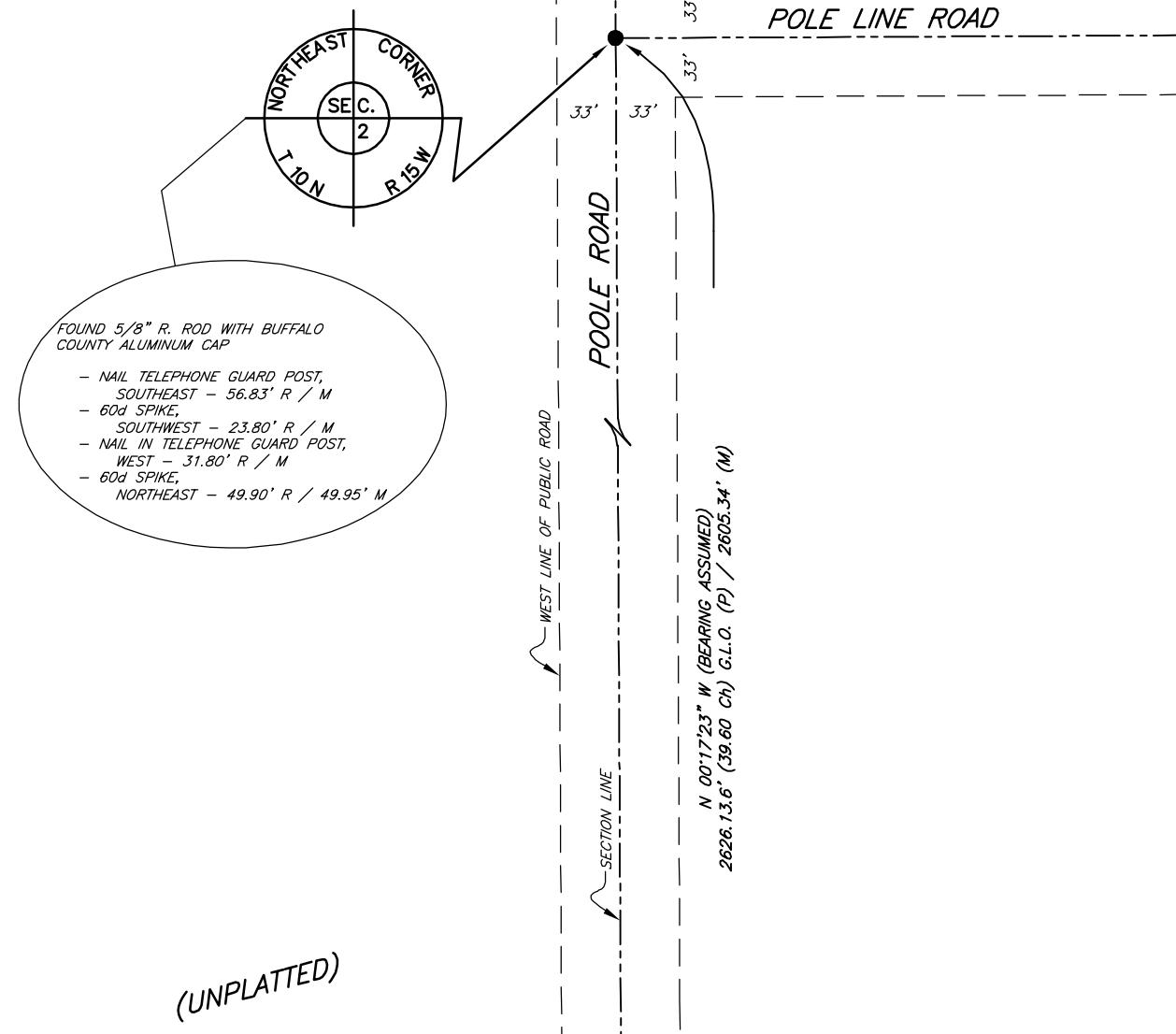
(PESEK ADMINISTRATIVE SUBDIVISION)

LEGAL DESCRIPTION

A tract of land being part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Two (2), Township Ten (10) North, Range Fifteen (15) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter of Section 2 and assuming the East line of the Northeast Quarter of Section 2 as bearing N 00°17'23" W and all bearings containing herein are relative thereto; thence on the East line of the Northeast Quarter of said Section 2, N 00°17'23" W a distance of 636.92 feet; thence leaving the East line of said Northeast Quarter of Section 2, S 61°03'26" W a distance of 222.44 feet; thence S 49°55'38" W a distance of 60.00 feet; thence S 35°20'43" W a distance of 60.00 feet; thence S 13°04'11" W a distance of 60.00 feet; thence S 00°59'03" W a distance of 135.00 feet; thence S 04°26'52" E a distance of 250.00 feet to a point on the South line of said Northeast Quarter of Section 2, said point being westerly a distance of 275.00 feet from the Southeast Corner of said Northeast Quarter of Section 2; thence on the South line of said Northeast Quarter of Section 2, N 89°47'47" E a distance of 275.00 feet to the Place of beginning. Containing 3.63 acres, more or less.

PESEK ADMINISTRATIVE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4)
OF SECTON TWO (2), TOWNSHIP TEN (10) NORTH, RANGE FIFTEEN (15) WEST OF THE SIXTH PRINCIPAL MERIDIAN,
BUFFALO COUNTY, NEBRASKA



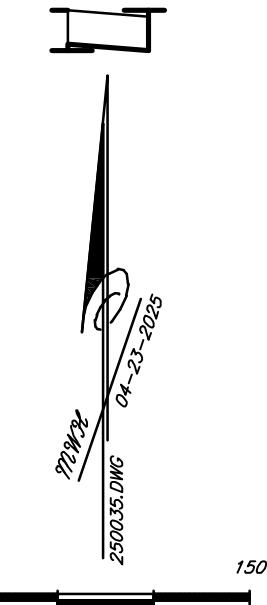
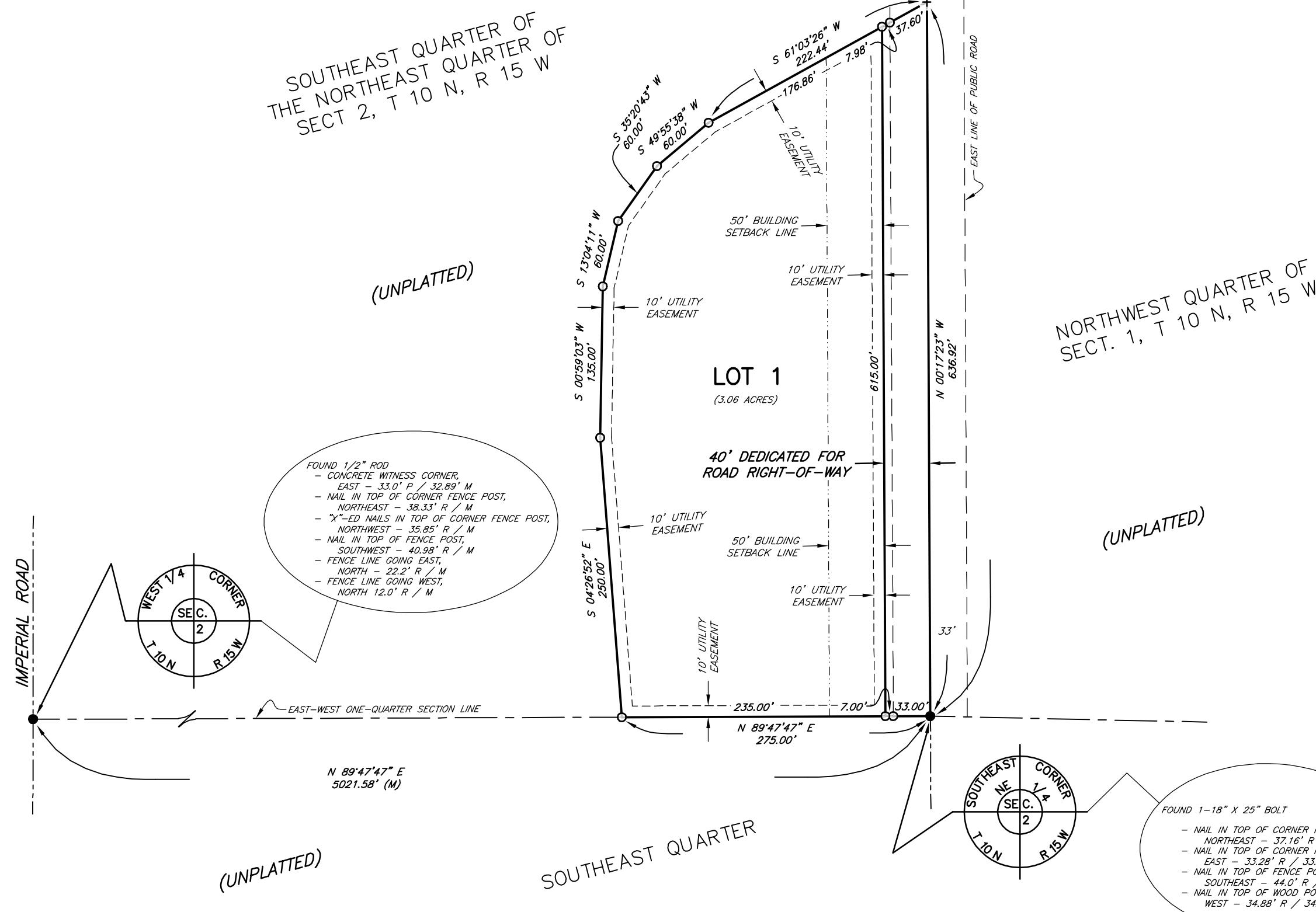
SURVEYOR'S CERTIFICATE

I, Mitchell W. Humphrey, President of Buffalo Surveying Corporation, do hereby certify that, Buffalo Surveying Corporation surveyed PESEK ADMINISTRATIVE SUBDIVISION, an administrative subdivision being part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Two (2), Township, Ten (10) North, Range Fifteen (15) West of the Sixth Principal Meridian, Buffalo County, Nebraska, as shown on the above plat, that the lot is well and accurately staked off and marked, the dimensions of the lot is as shown on the above plat, the lot bears its own number, and that survey was made with reference to known and recorded monuments, and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey.

(S E A L)

BUFFALO SURVEYING CORPORATION

Mitchell W. Humphrey, President
Nebr. Professional Land Surveyor No. 492



SCALE: 1" = 100'
 ● = CORNERS FOUND (5/8" R. ROD EXCEPT AS INDICATED)
 ○ = CORNERS ESTABLISHED (5/8" X 24" R. ROD W/ I.D. CAP STAMPED "HUMPHREY LS 492")
 + = TEMPORARY POINTS
 P = PLATTED DISTANCES
 R = RECORDED DISTANCES
 M = MEASURED DISTANCES
 G.L.O. = GENERAL LAND OFFICE
 B.L.M. = BUREAU OF LAND MANAGEMENT
 TOTAL ACREAGE = 3.63 Ac±

SURVEY COMPLETED: APRIL 4, 2025



P.O. Box 905 (308) 237-3785
Kearney, Nebr. 68848
SHEET 1 OF 2 SHEETS

PESEK ADMINISTRATIVE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4)
OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE FIFTEEN (15) WEST OF THE SIXTH PRINCIPAL MERIDIAN,
BUFFALO COUNTY, NEBRASKA

LEGAL DESCRIPTION

A tract of land being part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Two (2), Township Ten (10) North, Range Fifteen (15) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter of Section 2 and assuming the East line of the Northeast Quarter of Section 2 as bearing N 00°17'23" W and all bearings containing herein are relative thereto; thence on the East line of the Northeast Quarter of said Section 2, N 00°17'23" W a distance of 636.92 feet; thence leaving the East line of said Northeast Quarter of Section 2, S 61°03'26" W a distance of 222.44 feet; thence S 49°55'38" W a distance of 60.00 feet; thence S 35°20'43" W a distance of 60.00 feet; thence S 13°04'11" W a distance of 60.00 feet; thence S 00°59'03" W a distance of 135.00 feet; thence S 04°26'52" E a distance of 250.00 feet to a point on the South line of said Northeast Quarter of Section 2, said point being westerly a distance of 275.00 feet from the Southeast Corner of said Northeast Quarter of Section 2; thence on the South line of said Northeast Quarter of Section 2, N 89°47'47" E a distance of 275.00 feet to the Place of beginning. Containing 3.63 acres, more or less.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that Steven E. Pesek, a single person, being the sole owner, and Farm Credit Services of America, FCLA, Beneficiary under Deed of Trust, being the sole owner and beneficiary, of the land described hereon, have caused the same to be surveyed, subdivided and platted and designated as PESEK ADMINISTRATIVE SUBDIVISION, an administrative subdivision being part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Two (2), Township, Ten (10) North, Range Fifteen (15) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and said owner does hereby ratify and approve the disposition of their property as shown on the above plat, and hereby dedicate to the use and benefit of the public, the road right-of-way (street) and utility easements as shown on said plat, and acknowledge said addition to be made with the free consent and in accord with the desires of said owner.

Dated this _____ day of _____, 2025.

Steven E. Pesek, a single person

FARM CREDIT SERVICES OF AMERICA, FCLA,
Beneficiary under Deed of Trust

by: _____
(Print Name)
title: _____
(Print Title)

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2025, by Steven E. Pesek, a single person.

(S E A L)

Notary Public

My commission expires _____.

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2025, by Farm Credit Services of America, FCLA, Beneficiary under
Deed of Trust by and through _____, its
_____.

(S E A L)

Notary Public

My commission expires _____.

RESOLUTION NO.

BE IT RESOLVED BY THE BUFFALO COUNTY BOARD OF COMMISSIONERS OF
BUFFALO COUNTY, NEBRASKA, in regular session with quorum present, that the plat
of PESEK ADMINISTRATIVE SUBDIVISION, an administrative subdivision being part of
the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Two (2),
Township, Ten (10) North, Range Fifteen (15) West of the Sixth Principal Meridian,
Buffalo County, Nebraska, duly made out, acknowledged and certified is hereby
approved, accepted, ratified and authorized to be filed and recorded in the Office of the
Register of Deeds, Buffalo County, Nebraska.

Moved by: _____
(Print Name)

Seconded by: _____
(Print Name)

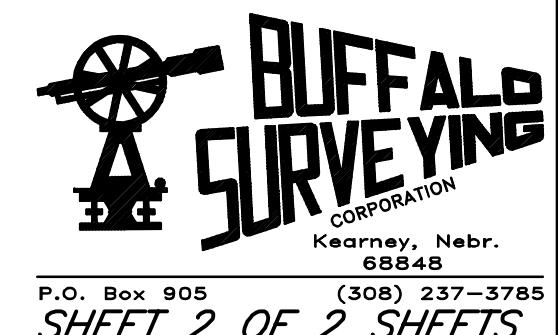
that the foregoing resolution be adopted. Said Motion carried on _____ vote(s).

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

I, Heather A. Christensen, County Clerk in and for Buffalo County, Nebraska,
being duly qualified, do hereby certify that the above is a true and correct copy of the
resolution as passed by the Buffalo County Board of Commissioners on the
_____ day of _____, 2025.

(SEAL)

Heather A. Christensen, County Clerk





PRIVACY POLICY



208 W. 29th Street, Suite B
Kearney, NE 68845
308-234-5548

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information--particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on application, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties, except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



NEBRASKA TITLE COMPANY
SERVICE BEYOND EXPECTATION

WIRE FRAUD RED FLAGS

Fraud is on the rise and now coming via text message or email with fraudsters posing as real estate professionals or title companies to trick customers into wiring closing funds to their accounts. Below are common "red flags" associated with these schemes, and tips for how to avoid becoming a victim.

UNSECURE EMAIL ACCOUNTS

- Be alert when communicating with any party that uses free, web-based email accounts for business transactions (i.e. @gmail.com, @outlook.com, @yahoo.com). These accounts are easily breached.

CHANGES OR ANOMALIES

- Watch for the word "kindly" in communications. While it is a nice word, it is unnecessary and outdated in American conversation, but it tends to be used in overseas phishing schemes.
- Pay careful attention to all email addresses throughout the transaction to make sure they are legitimate. Fraudsters often email from unsecure or fake domains that closely resemble real ones to trick their victims and will often substitute a letter with a number to spoof an email address (i.e. J0hnDoe@T1tlecompany.com).
- Watch for sudden changes in grammar, terminology, and verbiage. Be wary of spelling and grammatical errors, requests for secrecy or pressure to act quickly.
- Be suspicious of emails that arrive at odd hours of the day or night.

PAYMENT INSTRUCTIONS

- Be wary of unusual payment amounts or payment requests to odd parties, unusual persons or international wires.
- Review the name(s) on all bank accounts. Does it match the name(s) of the party(ies) involved? Is it worded strangely?
- Always verify changes to payment instructions and confirm requests for transfer of funds from any party – especially last-minute wiring changes from financial institutions.

HOW TO AVOID WIRE FRAUD

- Slow down. Moving too quickly and not verifying information leads to mistakes.
- Be cautious. Assume anything suspicious is fraud.
- Do not reply to a suspicious email or act on any of the information in the message.
- **CALL AND VERIFY.** Pick up the phone and call the parties involved in the transaction using previously verified phone numbers provided before closing (NOT the phone number contained in the suspicious email). Confirm ALL wire instructions!

IF YOU SUSPECT FRAUD, ACT IMMEDIATELY.

Contact your local law enforcement authorities and file a complaint with the FBI's Internet Crime Complaint Center (IC3).

For more information on wire fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

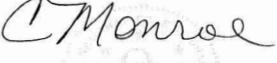
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

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

By  President

Attest  Secretary

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COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company**208 W. 29th Street, Suite B, Kearney, Nebraska 68845****308-234-5548**

Transaction Identification Data for reference only, for which the Company assumes no liability as set forth in Commitment Condition 5.e:

| | | | |
|-------------------|------------------------------------|--------------------|------------|
| Title Officer: | Meilinda Ryan | File No.: | NTK0012400 |
| Escrow Officer: | Kimberly Townsend | Revision No.: | |
| Property Address: | 19870 Poole Road, Gibbon NE, 68840 | Customer File No.: | |

SCHEDULE A1. Commitment Date: **April 24, 2025, at 8:00 am**

2. Policy to be Issued:

(a) 2021 ALTA® Owner's Policy

Proposed Insured: **Trevor J. Kirchhoff and Natalie S. Gile**Proposed Policy Amount: **\$286,000.00**Premium Amount: **\$829.50**The estate or interest to be insured: **Fee Simple**

(b) 2021 ALTA® Loan Policy

Proposed Insured: **Midwest Bank, N.A., its successors and/or assigns, as their interests may appear**Proposed Policy Amount: **\$236,000.00**Premium Amount: **\$75.00**ALTA 9-06 Comp End **\$25.00**ALTA 8.1-06 Environmental Protection Endorsement **\$25.00**CPL **\$25.00**The estate or interest to be insured: **Fee Simple**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: **Steven E. Pesek**

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned

Nebraska Title CompanyBy 
Kaitlin R. Grethe

Authorized Officer or Licensed Agent

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EXHIBIT A

The Land is described as follows:

A tract of land being part of the Southeast Quarter of the Northeast Quarter of Section 2, Township 10 North, Range 15 West of the 6th P.M., Buffalo County, Nebraska, more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter of Section 2 and assuming the East line of the Northeast Quarter of Section 2 as bearing N 00° 17' 23" W and all bearings contained herein are relative thereto; thence on the East line of the Northeast Quarter of said Section 2, N 00° 17' 23" W a distance of 636.92 feet; thence leaving the East line of said Northeast Quarter of Section 2, S 61° 03' 26" W a distance of 222.44 feet; thence S 49° 55' 38" W a distance of 60.00 feet; thence S 35° 20' 43" W a distance of 60.00 feet; thence S 13° 04' 11" W a distance of 60.00 feet; thence S 00° 59' 03" W a distance of 135.00 feet; thence S 04° 26' 52" E a distance of 250.00 feet to a point on the South line of said Northeast Quarter of Section 2, said point being westerly a distance of 275.00 feet from the Southeast Corner of said Northeast Quarter of Section 2; thence on the South line of said Northeast Quarter of Section 2, N 89° 47' 47" E a distance of 275.00 feet to the place of beginning.

PLEASE NOTE: FINAL legal description to be determined upon the approval of the Administrative Plat.

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COMMITMENT FOR TITLE INSURANCE

File No. NTK0012400

Issued by

Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company

208 W. 29th Street, Suite B, Kearney, Nebraska 68845

308-234-5548

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.
5. Properly approved and executed Administrative Plat for subject property to be filed in the office of the Register of Deeds of Buffalo County, Nebraska.
6. Warranty Deed from Steven E. Pesek and spouse, if married and stating marital status, to Trevor J. Kirchhoff and Natalie S. Gile.
7. Mortgage or Deed of Trust from Trevor J. Kirchhoff, and spouse, if married and stating marital status, and Natalie S. Gile, and spouse, if married and stating marital status, to Trustee for Midwest Bank, N.A., Beneficiary.
8. Partial Reconveyance of Trust Deed and Assignment of Rents executed by Steven E Pesek and Vickie L Pesek, husband and wife; Matrix Road Inc., a Corporation, Trustor to AgriBank, FCB, Trustee for Farm Credit Services of America, FLCA, Beneficiary, in the stated amount of \$1,250,000.00, dated December 22, 2011, recorded December 22, 2011, as [Inst. No. 2011-08457](#); records of Buffalo County, Nebraska.(Includes other land)
9. Execution of Residential Affidavit by the Seller.

INFORMATIONAL NOTE:

The Land may be subject to a tax credit under the Nebraska Property Tax Credit Act, Nebraska Rev. St. 77-4209 to 77-4212. If we are requested to provide settlement services and it is the intent of the parties to use a basis for tax proration adjustment or for reimbursement that is other than as set forth in the real estate contract between seller and buyer, we must be furnished mutual written instructions prior to the date of settlement. We will assume no liability or responsibility for readjustment of tax prorations or for reimbursements after the date of settlement.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Old Republic National Title Insurance Company

By its Agent:

Nebraska Title Company
208 W. 29th Street, Suite B, Kearney, Nebraska 68845
308-234-5548

SCHEDULE B, PART II - Exceptions

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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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

Standard Exceptions

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

Special Exceptions

General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):

3. Parcel ID Number 360139000 (includes other land):

2023 General Real Estate Taxes, \$9,417.78 - Paid.
2024 General Real Estate Taxes, \$7,790.88 - Paid.

2024 Taxes due and payable December 31, 2024; First Half Delinquent May 1, 2025; Second Half Delinquent September 1, 2025.

4. Special assessments not yet certified to the Office of the County Treasurer. (Note: No special assessments are shown in the Office of the County Treasurer at date hereof.) Further, closing agent should check with the appropriate taxing authority prior to closing. This company can only certify to special assessments to the Office of the County Treasurer of said County.
5. Any taxes levied or assessed due to a change in real estate exemption status.

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6. Rights or claims of tenants under unrecorded leases, if any, as tenants only.
7. Rights of the public, the United States of America, the State of Nebraska and/or Buffalo County in and to any portion of land taken or used for highways, roads, streets or alleys whether by easement or fee title.
8. Easement to The Central Nebraska Public Power and Irrigation District of Hastings, Nebraska recorded December 2, 1941 in [Misc. Book Q, Page 189](#); assigned to Nebraska Public Power District by Assignment from The Central Nebraska Public Power District to Nebraska Public Power District recorded September 8, 1995 as [Inst. '95 #130](#); records of Buffalo County, Nebraska.
9. Right-of-Way Easement to Dawson County Public Power District recorded November 21, 1996 as [Inst. 96-7774](#); records of Buffalo County, Nebraska.

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COMMITMENT CONDITIONS

File No. NTK0012400

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;
- 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.

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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.
- 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.

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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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400 Second Avenue South
Minneapolis, Minnesota 55401-2499
(612) 371-1111
(800) 328-4441
oldrepublictitle.com

To: Proposed Insured(s)
Re: Insured Closing Service

Dear Sir and/or Madam:

You or your institution have (has) been named as the proposed insured(s) in the attached title commitment issued on behalf of Old Republic National Title Insurance Company (hereinafter the "Company"). We are pleased to provide the following protection in connection with the closing of your real estate purchase or loan by the title insurance agent which has issued the title commitment for the property described therein.

If our policy is to be issued, we will reimburse you for any loss of settlement funds transmitted to the title insurance agent which has issued the title commitment for your account due to the following acts of said agent: theft of settlement funds; or failure to comply with your written closing instructions relating to title insurance coverage when agreed to by the title insurance agent which has issued the title commitment.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage shall be protected as if this letter were addressed to your borrower. "Successors and/or assigns," if included in this letter, shall be defined as any owner of an indebtedness secured by your mortgage who acquires the indebtedness as a purchaser for value without knowledge of an asserted defect, lien, encumbrance, adverse claim or other matter relating to the coverage afforded hereby.

Conditions and Exclusions:

1. The assurances given in this letter shall not be considered to cover any instructions which seek to impose on the Company any liability in connection with any "Consumer Credit Protection," "Truth in Lending" or similar law or for any obligations imposed upon a mortgage lender by Public Law 93-533; nor shall they cover any direction to make a determination as to the need for Flood Insurance; nor shall they include insurance of proper disbursement of a construction loan unless specific written approval is obtained from this Company.
2. This Company will not be liable for loss arising out of:
 - a) Failure of the agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent;
 - b) Loss or impairment of your funds in the course of collection or while on deposit with a bank for disbursement due to bank failure, insolvency or suspension, except as shall result from failure of the agent to comply with your written closing instructions to deposit the funds in a bank which you designate by name;
 - c) The refusal of any governmental agency to endorse for insurance or guarantee any loan closed under this agreement, except where such refusal results from a matter within the coverage of the title insurance policy or from matters resulting from failure to comply with your written closing instructions;
 - d) Mechanics' and materialmen's liens in connection with your purchase or lease or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company;
 - e) Actions taken by the Agent or Approved Attorney authorized by you or a mortgage broker who provides loan processing and origination services as defined in 24 CFR 3500.2(b).

3. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
4. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Approved Attorney shall be limited to the protection provided by this letter. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the company's liability under the terms of this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
5. Claims shall be made promptly to the Company at its principal office at 400 Second Avenue South, Minneapolis, Minnesota, 55401. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice. However in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principal office within ninety (90) days from the date of discovery of loss. Furthermore, and notwithstanding any other limitations set forth in this paragraph, in no instance shall the Company be liable hereunder unless notice of claim in writing is received by the Company at its principal Office one (1) year from the date of closing.

Transactions will be covered under this letter until cancelled by written notice from the Company.

Any previous closing letter or similar agreement is hereby cancelled except as to closings of your real estate transactions regarding which you have previously sent or within 90 days hereafter send written closing instructions to the Issuing Agent or Approved Attorney.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



FACTS

WHAT DOES OLD REPUBLIC TITLE
DO WITH YOUR PERSONAL INFORMATION?

| | |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Why? | 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. |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> · Social Security number and employment information · Mortgage rates and payments and account balances · Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> |
| How? | 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. |

| Reasons we can share your personal information | Does Old Republic Title share? | Can you limit this sharing? |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------|
| For our everyday business purposes - such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes - to offer our products and services to you | No | We don't share |
| For joint marketing with other financial companies | No | We don't share |
| For our affiliates' everyday business purposes - information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes - information about your creditworthiness | No | We don't share |
| For our affiliates to market to you | No | We don't share |
| For non-affiliates to market to you | No | We don't share |

Go to www.oldrepublictitle.com (Contact Us)

| Who we are | |
|-------------------------------|------------------------------------------------------------------------------------------------------------|
| Who is providing this notice? | Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates. |

| What we do | |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| How does Old Republic Title protect my personal information? | 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 http://www.OldRepublicTitle.com/privacy-policy . |
| How does Old Republic Title collect my personal information? | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> Sharing for affiliates' everyday business purposes - information about your creditworthiness Affiliates from using your information to market to you Sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights sections location at https://www.oldrepublictitle.com/privacy-policy for your rights under state law.</p> |

| Definitions | |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <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> |
| Non-affiliates | <p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <i>Old Republic Title does not share with non-affiliates so they can market to you</i> |
| Joint marketing | <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"> <i>Old Republic Title doesn't jointly market.</i> |

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

PRIVACY POLICY



208 W. 29th Street, Suite B
Kearney, NE 68845
308-234-5548

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information---particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information, which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- * Information we receive from you on application, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- * Information about your transactions with us, our affiliated companies, or others; and
- * Information we receive from a consumer-reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties, except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

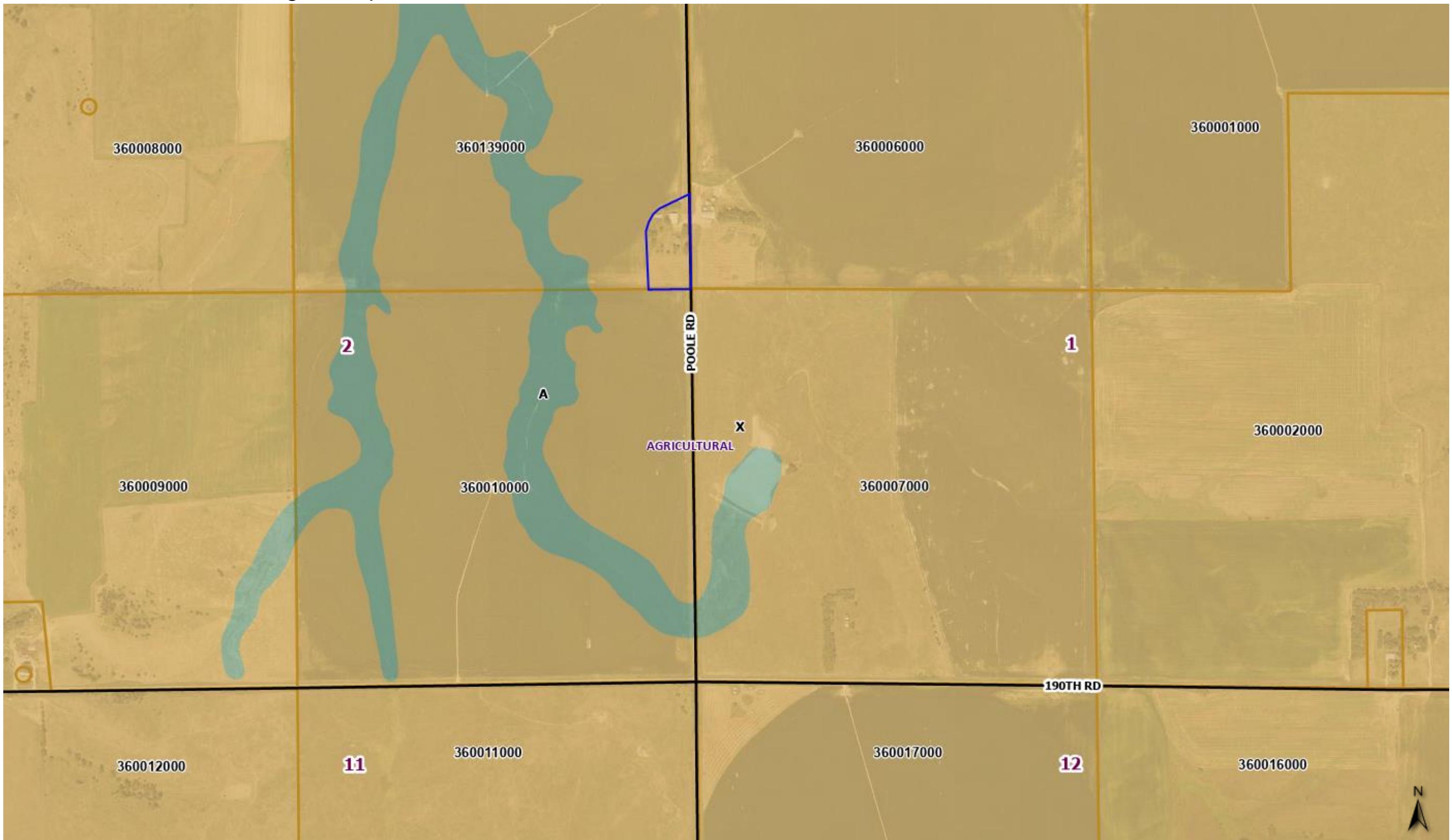
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

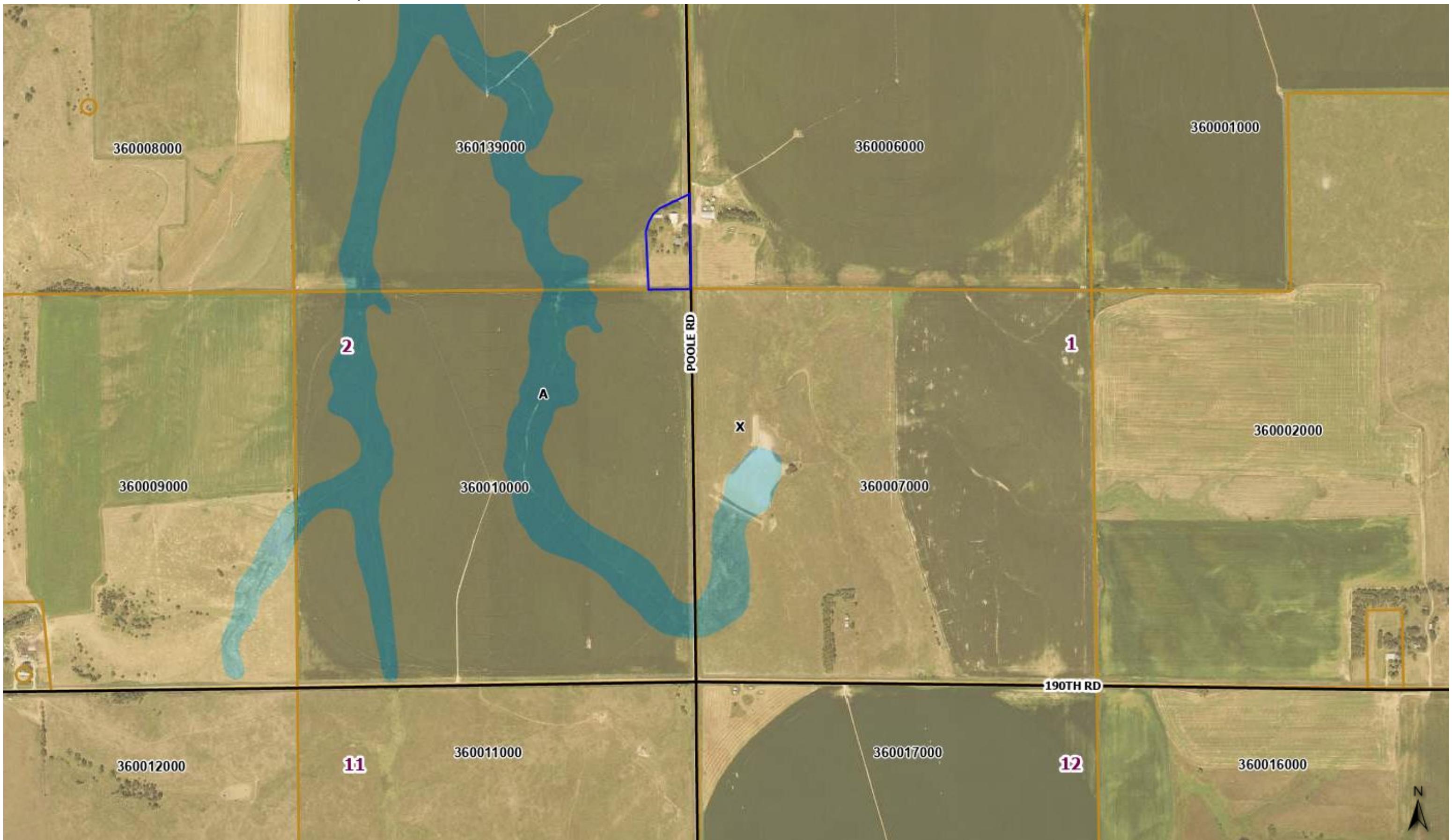
Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Pesek Admin. Sub. Zoning/Floodplain

Created by: null





Zoning Agenda

Item #3

19-9-126
Riverdale

**APPLICATION FOR LAND DEVELOPMENT IN ACCORDANCE WITH BUFFALO
COUNTY SUBDIVISION REGULATIONS**

Buffalo County Zoning Office
1512 Central Ave., PO Box 1270 Kearney, NE 68848
308-236-1998 www.buffalogov.org

Type of Plat Administrative Sub XX Preliminary Plat _____ Final Plat _____
Vacation of Plat _____ Variance _____

The zoning administrator, who may be accompanied by others, is hereby authorized to enter upon the property during normal working hours for the purpose of becoming familiar with the proposed situation.

Subdivision name: FICK ADMINISTRATIVE SUBDIVISION Date 04-23-2025

Owner's name: WALTER J. FICK AND CECILIA M. LAUBY FICK, Husband and Wife

Owner's home address: 7570 WEST 70TH STREET, KEARNEY, NE 68845

Telephone number(home): _____ (daytime) 308-440-4002

Developer's name: WALTER J. FICK AND CECILIA M. LAUBY FICK

Developer's address: 7570 WEST 70TH STREET, KEARNEY, NE 68845

Engineer's name and address: BUFFALO SURVEYING CORP., MITCHELL W. HUMPHREY, PLS, 492
5308 PARKLANE, DRIVE, STE. 3, P.O. BOX 905, KEARNEY, NE 68848

List all people who own, have liens and other interest MERS, Inc., NOMINEE FOR TOWN & COUNTY

BANK and TOWN AND COUNTRY BANK, as Beneficiaries under Deed of Trust.

Present use of property: RURAL RESIDENTIAL AND PASTURE

Desired use of property: RURAL RESIDENTIAL Present Zoning AGR

Legal Description of property: SEE ATTACHE SHEET FOR LEGAL DESCRIPTION

Area of property(square feet and/or acres) 9.95 ACRES, MORE OR LESS

Number of lots or parcels: THREE (3)

School District _____ Fire District _____

Please attach exhibits (plat, easements, water courses, surveyor's certificate with legal description, copy of covenants, DEQ permits, etc if applicable)

The above requested information is, to the best of my knowledge, true and accurate.

Signature of Owner: Walter J. Fick Printed Name Walter J. Fick

And agent: Mitchell W. Humphrey, PLS 492

Preliminary Plat approval date: 4/24/25

Action Taken:

P & Z Recommendation: Approved Disapproved Date: _____

County Commissioners Approved Disapproved Date: _____

| | |
|----------------------------------|---------------------------------------|
| Office Use Only | Permit Number <u>2025-038</u> |
| Filing Fee <u>470.00</u> | Receipt # <u>975083</u> |
| Zoning Classification <u>AGR</u> | Floodplain Yes or No <u>4/24/25</u> |
| 8/09 | Date <u>4/24/25</u> Initial <u>DW</u> |

Legal Desc: Fick Administrative Sub., Pt. Gov't Lot 2, Sect. 19, T9N, R16W of the 6th P.M., Buffalo Co., NE
Client: Walter Fick
Prepared By: Mitchell Humphrey
Date: May 3, 2024
BSC Project No.: 250011
File Name: Legal Desc Attachment 230113 05-03-2024

ATTACHMENT TO THE APPLICATION FOR SUBDIVISION
(FICK ADMINISTRATIVE SUBDIVISION)

LEGAL DESCRIPTION

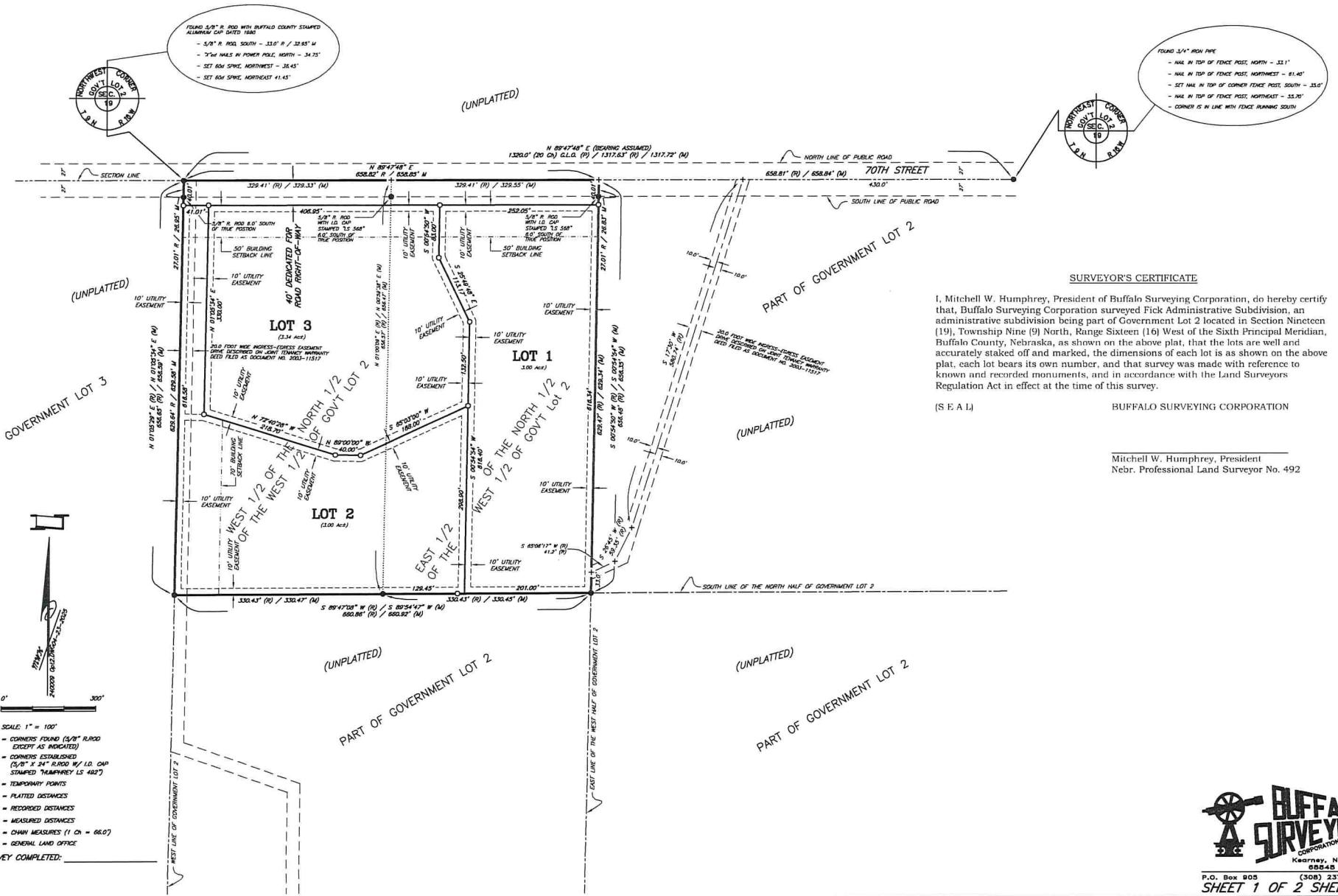
The West Half of the North Half of the West Half of Government Lot 2 located in Section Nineteen (19), Township Nine (9) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska; SUBJECT TO the West 20.0 feet which is to be used as an ingress-egress easement drive,

AND;

The East Half of the North Half of the West Half of Government Lot 2 located in Section Nineteen (19), Township Nine (9) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska; TOGETHER WITH rights of ingress-egress over and across a 20.0 foot strip of land which is to be used as an ingress-egress easement drive with the centerline of said 20.0 foot strip of land being more particularly described as follows: Referring to the Northeast Corner of Government Lot 2 located in said Section 19 and assuming the North line of said Government Lot 2 as bearing S 89°47'48" W and all bearings contained herein are relative thereto; thence S 89°47'48" W on said North line a distance of 430.0 feet to the ACTUAL PLACE OF BEGINNING, said place of beginning being the centerline of said 20.0 foot easement; thence S 17°30' W on said centerline a distance of 580.74 feet; thence S 26°45' W and continuing on said centerline a distance of 59.35 feet; thence S 65°06'17" W a distance of 41.2 feet to a point that intersects with the West line of the North Half of the East Half of said Government Lot 2, said point being the point of termination and 33.0 feet North of the Southwest Corner of the North Half of the East Half of said Government Lot 2. Containing 9.95 acres, more or less.

FICK ADMINISTRATIVE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION BEING PART OF GOVERNMENT LOT 2, LOCATED IN SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH,
RANGE SIXTEEN (16) WEST OF THE SIXTH PRINCIPAL MERIDIAN, BUFFALO COUNTY, NEBRASKA.



SURVEYOR'S CERTIFICATE

I, Mitchell W. Humphrey, President of Buffalo Surveying Corporation, do hereby certify that, Buffalo Surveying Corporation surveyed Fick Administrative Subdivision, an administrative subdivision being part of Government Lot 2 located in Section Nineteen (19), Township Nine (9) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska, as shown on the above plat, that the lots are well and accurately staked off and marked, the dimensions of each lot is as shown on the above plat, each lot bears its own number, and that survey was made with reference to known and recorded monuments, and in accordance with the Land Surveyors Regulation Act in effect at the time of this survey.

(S E A L)

BUFFALO SURVEYING CORPORATION

Mitchell W. Humphrey, President
Nebr. Professional Land Surveyor No. 492

FICK ADMINISTRATIVE SUBDIVISION

AN ADMINISTRATIVE SUBDIVISION BEING PART OF GOVERNMENT LOT 2, LOCATED IN SECTION NINETEEN (19), TOWNSHIP NINE (9) NORTH, RANGE SIXTEEN (16) WEST OF THE SIXTH PRINCIPAL MERIDIAN, BUFFALO COUNTY, NEBRASKA.

LEGAL DESCRIPTION

The West Half of the North Half of the West Half of Government Lot 2 located in Section Nineteen (19), Township Nine (9) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska; SUBJECT TO the West 20.0 feet which is to be used as an ingress-egress easement drive,

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DEDICATION

KNOW ALL MEN BY THESE PRESENTS: that Walter J. Fick and Cecilia M. Lauby Fick, husband and wife, being the sole owners by virtue of the Joint Tenancy Warranty Deed filed of public record as Document No. 2003-11517, and Mortgage Electronic Registration Systems, Inc., acting solely as nominee for the lender Town & Country Bank, Beneficiary under Deed of Trust by virtue of a Deed of Trust filed of public record on October 11, 2018 as Document No. 2018-06032, and Town & Country Bank, Beneficiary under Deed of Trust by virtue of the Deed of Trust filed of public record on July 7, 2022 as Document No. 2022-04433, being the sole owners and beneficiaries, of the land described hereon, have caused the same to be surveyed, subdivided and platted and designated as Fick Administrative Subdivision, an administrative subdivision being part of Government Lot 2 located in Section Nineteen (19), Township Nine (9) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and said owners and beneficiaries hereby ratify and approve the disposition of their property as shown on the above plat, and hereby dedicate to the use and benefit of the public, the public street right-of-way and utility easements as shown on said plat, and acknowledge said addition to be made with the free consent and in accord with the desires of said owners and beneficiaries.

Dated this _____ day of _____, 2025.

Walter J. Fick,
husband of Cecilia M. Lauby Fick

Cecilia M. Lauby Fick,
wife of Walter J. Fick

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
as nominee for Town & Country Bank, Beneficiary under Deed of Trust

By: Craig Smith, Vice President of Mortgage Electronic
Registration Systems, Inc.

TOWN & COUNTRY BANK,
as Beneficiary under Deed of Trust

by: (signed name)

(print name)

(print title)

ACKNOWLEDGEMENTS

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2025, by Walter J. Fick.

(S E A L)

Notary Public

My commission expires _____.

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2025, by Cecilia M. Lauby Fick.

(S E A L)

Notary Public

My commission expires _____.

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2025, by Craig Smith, Vice President of Mortgage Electronic
Registration Systems, Inc. acting solely as nominee for Town & Country Bank, Beneficiary
under Deed of Trust.

(S E A L)

Notary Public

My commission expires _____.

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2025, by _____ of Town & Country Bank, as Beneficiary under Deed of
Trust.

(S E A L)

Notary Public

My commission expires _____.

RESOLUTION NO.

BE IT RESOLVED BY THE BUFFALO COUNTY BOARD OF COMMISSIONERS OF BUFFALO COUNTY, NEBRASKA, in regular session with quorum present, that the plat of FICK ADMINISTRATIVE SUBDIVISION, an administrative subdivision being part of Government Lot 2 located in Section Nineteen (19), Township Nine (9) North, Range Sixteen (16) West of the Sixth Principal Meridian, Buffalo County, Nebraska, duly made out, acknowledged and certified is hereby approved, accepted, ratified and authorized to be filed and recorded in the Office of the Register of Deeds, Buffalo County, Nebraska.

Moved by: _____
(Print Name)

Seconded by: _____
(Print Name)

that the foregoing resolution be adopted. Said Motion carried on _____ vote(s).

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

I, Heather A. Christensen, County Clerk in and for Buffalo County, Nebraska, being duly qualified, do hereby certify that the above is a true and correct copy of the resolution as passed by the Buffalo County Board of Commissioners on the _____ day of
_____, 2025.

(SEAL)

Heather A. Christensen, County Clerk



P.O. Box 905 (308) 237-3785
SHEET 2 OF 2 SHEETS



NEBRASKA TITLE COMPANY

SERVICE BEYOND EXPECTATION

LIMITED TITLE REPORT

FILE NO: NTK0011331

TO: **Buffalo Surveying Corporation**
Mitch Humphrey

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Buffalo County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

LEGAL DESCRIPTION:

The West half of the North half of the West half of Government Lot 2 located in Section 19, Township 9 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska. SUBJECT TO the West 20.0 feet which is to be used as an ingress-egress easement drive.

AND

The East half of the North half of the West half of Government Lot 2 located in Section 19, Township 9 North, Range 16 West of the 6th P.M., Buffalo County, Nebraska. TOGETHER WITH rights of ingress-egress over and across a 20.0 foot strip of land which is to be used as an ingress-egress easement drive with the centerline of said 20.0 foot strip of land being more particularly described as follows: Referring to the Northeast corner of Government Lot 2, located in said Section 19, and assuming the North line of said Government Lot 2 as bearing S 89° 47' 48" W and all bearings contained herein are relative thereto; thence S 89° 47' 48" W on said North line a distance of 430.0 feet to the ACTUAL PLACE OF BEGINNING, said place of beginning being the centerline of said 20.0 foot easement; thence S 17° 30' W on said centerline a distance of 580.74 feet; thence S 26° 45' W and continuing on said centerline a distance of 59.35 feet; thence S 65° 06' 17" W a distance of 41.2 feet to a point that intersects with the West line of the North half of the East half of said Government Lot 2, said point being the point of termination and 33.0 feet North of the Southwest corner of the North half of the East half of said Government Lot 2.

Address: 7570 West 70th Street, Kearney, NE 68845

GRANTEE IN LAST DEED OF RECORD:

Walter J. Fick and Cecilia M. Lauby Fick

UNRELEASED LIENS OF RECORD:

- a. Deed of Trust executed by Walter J Fick and Cecilia M Lauby Fick, as husband and wife, Trustor to West Gate Bank, Trustee for MERS (Mortgage Electronic Registration Systems, Inc.), MIN # 10141330000227240, acting solely as a nominee for Lender (Town & Country Bank), Beneficiary, in the stated amount of \$312,000.00, dated October 5, 2018, recorded October 11, 2018, as [Inst. No. 2018-06032](#); records of Buffalo County, Nebraska.

- b. Deed of Trust With Future Advance Clause executed by Walter J Fick and Cecilia M Lauby Fick, husband and wife, Trustor to Town & Country Bank, Trustee and Beneficiary, in the stated amount of \$80,000.00, dated July 19, 2022, recorded July 25, 2022, as [Inst. No. 2022-04433](#); records of Buffalo County, Nebraska.

JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:

None of Record

TAXES/ASSESSMENTS:

2022 and all prior years - paid in full
2023 in the amount of \$7,169.06 - First Half Paid
Second Half Taxes due September 1, 2024.
Parcel ID No.: 560607000
Assessed Value: \$453,110.00

- a. Special assessments not yet certified to the Office of the County Treasurer.
(Note: No special assessments are shown in the Office of the County Treasurer at date hereof.)

EASEMENTS AND RESTRICTIONS OF RECORD:

- a. Easement for Electric Lines and/or Underground Electric Facilities recorded March 31, 1983 on Microfilm Roll No. 83, Page 2152.
- b. Terms and conditions as shown in Warranty Deed dated October 24, 1986 and recorded January 23, 1991 on Roll 91, Page 637.
- c. Grant of Easement and Consent dated December 23, 1991 and recorded December 23, 1991 on Roll 91, Page 14447.
- d. Terms and conditions as shown in Warranty Deed recorded August 29, 2003 as Inst. 2003-11517.

Effective Date: May 13, 2024 at 8:00 am

Nebraska Title Company



By

Registered Abstracter

Please direct inquiries to: Melinda Ryan

NOTE: THIS IS AN INFORMATIONAL TITLE REPORT

This report is not a guarantee or warranty of title, nor is it an abstract of title, nor is this a commitment to provide, nor does it provide title insurance. Liability hereunder is expressly limited to the sum of \$1,000.00.

From: [Mitch Humphrey](#)
To: [Dennise Daniels](#)
Subject: RE: Fick Administrative Subdivision
Date: Tuesday, May 20, 2025 4:23:58 PM
Importance: High

Dennise:

Regarding the "Fick Administrative Subdivision. The lot area calculations shown on the three lots are correct and "do not" include any of the 40.0' wide strip of land to be dedicated to the public for road right-of-way north of the lots.

The tract of land subdivided is entirely inclusive of the land owned by Mr. and Mrs. Fick.

Mitch Humphrey



Mitchell W. Humphrey, President
Nebr. Professional Land Surveyor No. 492
BUFFALO SURVEYING CORP.

5308 Parklane Dr., Suite 3
P.O. Box 905
Kearney, NE 68848-0905
Office: 308-237-3786
Cell: 308-440-6768
Mitch@BuffaloSurveying.com
www.BuffaloSurveying.com

From: Dennise Daniels [mailto:ddaniels@buffalocounty.ne.gov]
Sent: Tuesday, May 20, 2025 3:49 PM
To: Mitch Humphrey - Buffalo Surveying Corp.
Subject: Fick Administrative Subdivision

Mitch,

Would you please respond to this email that the lot area calculations listed on the proposed "Fick Administrative Subdivision" are net of roads?

Also, will there be any remainderment for this tract of land?

Thank you,

Dennise Daniels
Buffalo County Zoning & Floodplain Administrator
GIS Technician/Coordinator
PO Box 1270
1512 Central Ave
Kearney, NE 68848
Office: (308) 236-1998
Fax: (308) 236-1870
ddaniels@buffalocounty.ne.gov



NEBRASKA TITLE COMPANY

SERVICE BEYOND EXPECTATION

LIMITED TITLE REPORT

FILE NO: NTK0011331

TO: Buffalo Surveying Corporation
Mitch Humphrey

Nebraska Title Company, authorized to engage in the business of abstracting in the State of Nebraska under Certificate of Authority No. 56, hereby certifies that the records of Buffalo County, Nebraska have been carefully examined with reference to the following described property, and from such examination finds as follows:

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JUDGMENTS OR TRANSCRIPTS OF JUDGMENTS:

None of Record

TAXES/ASSESSMENTS:

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2023 in the amount of \$7,169.06 - First Half Paid
Second Half Taxes due September 1, 2024.
Parcel ID No.: 560607000
Assessed Value: \$453,110.00

- a. Special assessments not yet certified to the Office of the County Treasurer.
(Note: No special assessments are shown in the Office of the County Treasurer at date hereof.)

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Effective Date: May 13, 2024 at 8:00 am

Nebraska Title Company



By

Registered Abstracter

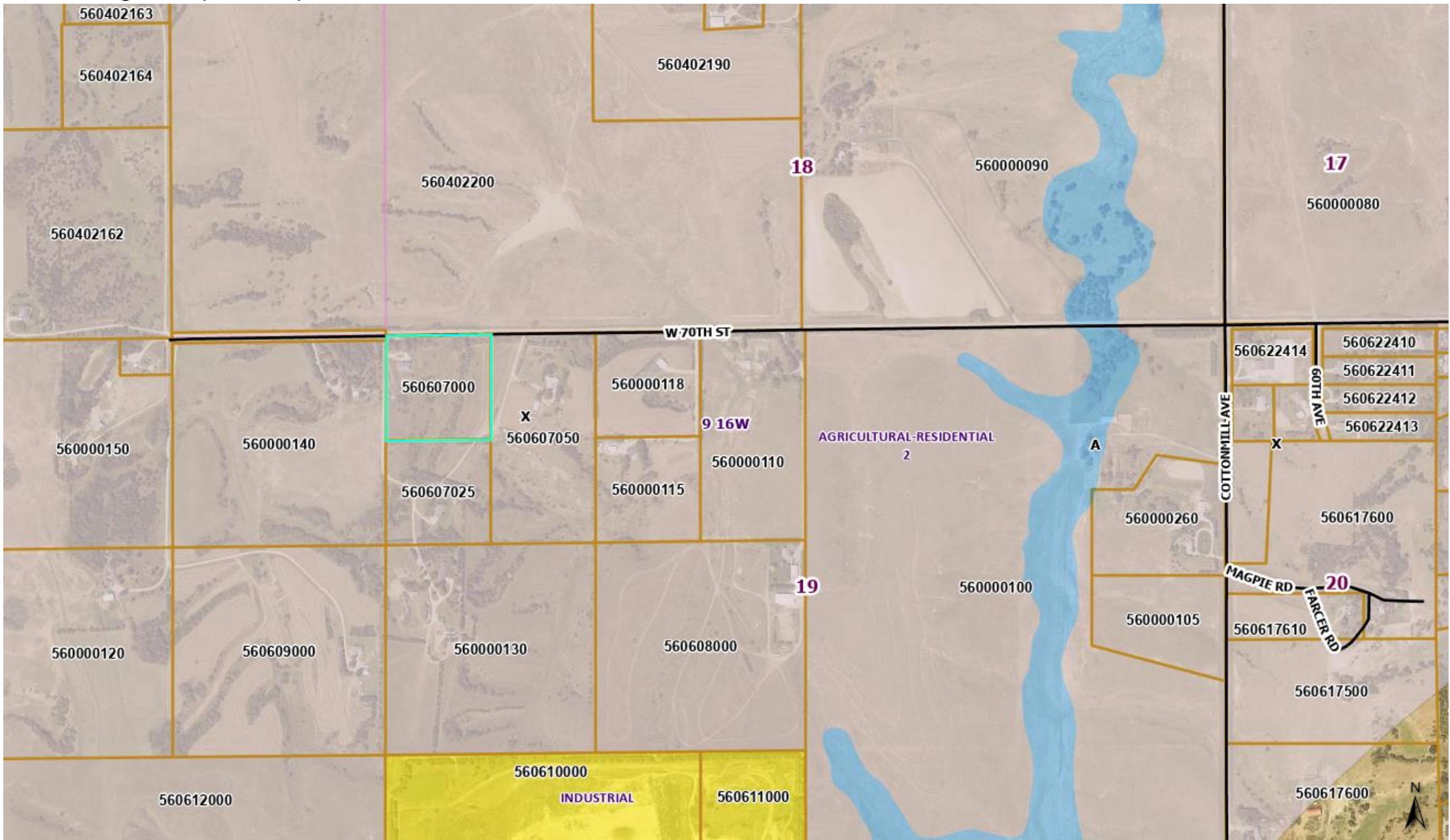
Please direct inquiries to: Melinda Ryan

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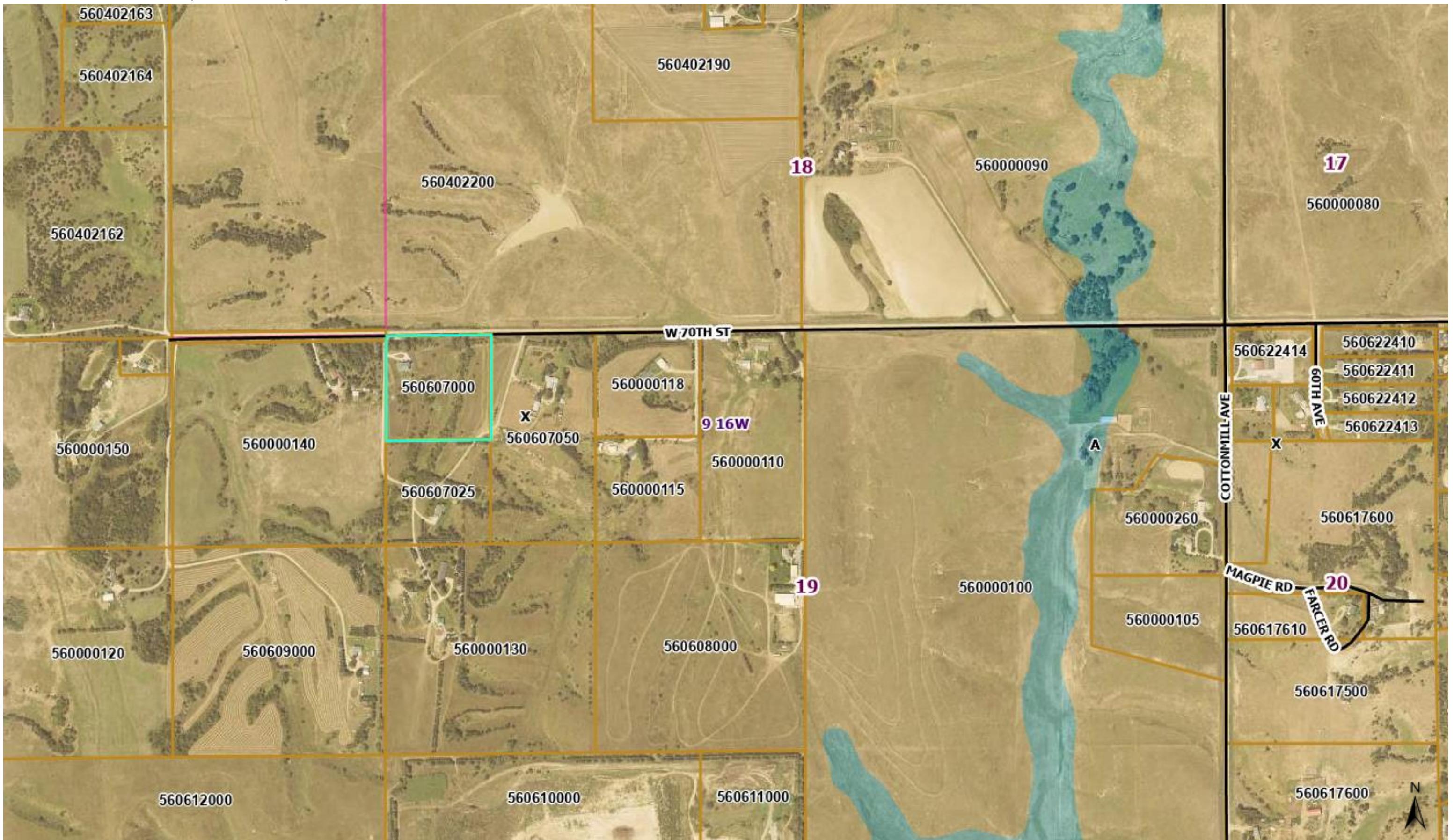
Fick Zoning/Floodplain Map

Created by: null



Fick Aerial/Floodplain Map

Created by: null



Zoning Agenda

Item #4

DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY
COMMUNITY ACKNOWLEDGMENT FORM

O.M.B. NO. 1660-0015
Expires February 28, 2014

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.38 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the form. This collection is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0015). NOTE: Do not send your completed form to this address.

This form must be completed for requests involving the existing or proposed placement of fill (complete Section A) **OR** to provide acknowledgment of this request to remove a property from the SFHA which was previously located within the regulatory floodway (complete Section B).

This form must be completed and signed by the official responsible for floodplain management in the community. **The six digit NFIP community number and the subject property address must appear in the spaces provided below. Incomplete submissions will result in processing delays.** Please refer to the MT-1 instructions for additional information about this form.

310419

Community Number: _____

Property Name or Address: _____ 4 Lakeside Drive, Shelton, NE 68876 (PID 700147605) Detached Garage

A. REQUESTS INVOLVING THE PLACEMENT OF FILL

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this Letter of Map Revision Based on Fill (LOMR-F) or Conditional LOMR-F request. Based upon the community's review, we find the completed or proposed project meets or is designed to meet all of the community floodplain management requirements, including the requirement that no fill be placed in the regulatory floodway, and that all necessary Federal, State, and local permits have been, or in the case of a Conditional LOMR-F, will be obtained. For Conditional LOMR-F requests, the applicant has or will document Endangered Species Act (ESA) compliance to FEMA prior to issuance of the Conditional LOMR-F determination. For LOMR-F requests, I acknowledge that compliance with Sections 9 and 10 of the ESA has been achieved independently of FEMA's process. Section 9 of the ESA prohibits anyone from "taking" or harming an endangered species. If an action might harm an endangered species, a permit is required from U.S. Fish and Wildlife Service or National Marine Fisheries Service under Section 10 of the ESA. For actions authorized, funded, or being carried out by Federal or State agencies, documentation from the agency showing its compliance with Section 7(a)(2) of the ESA will be submitted. In addition, we have determined that the land and any existing or proposed structures to be removed from the SFHA are or will be reasonably safe from flooding as defined in 44CFR 65.2(c), and that we have available upon request by DHS-FEMA, all analyses and documentation used to make this determination. For LOMR-F requests, we understand that this request is being forwarded to DHS-FEMA for a possible map revision.

Community Comments:

| | | |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------------|
| Community Official's Name and Title: (Please Print or Type) Sherry Morrow, Buffalo County Commissioner Chairperson | | Telephone No.: (308) 236-1224 |
| Community Name: Buffalo County | Community Official's Signature: (required) | Date: May 27, 2025 |

B. PROPERTY LOCATED WITHIN THE REGULATORY FLOODWAY

As the community official responsible for floodplain management, I hereby acknowledge that we have received and reviewed this request for a LOMA. We understand that this request is being forwarded to DHS-FEMA to determine if this property has been inadvertently included in the regulatory floodway. We acknowledge that no fill on this property has been or will be placed within the designated regulatory floodway. We find that the completed or proposed project meets or is designed to meet all of the community floodplain management requirements.

Community Comments:

| | | |
|-------------------------------------------------------------|--------------------------------------------|----------------|
| Community Official's Name and Title: (Please Print or Type) | | Telephone No.: |
| Community Name: | Community Official's Signature (required): | Date: |

2022-01678

KELLIE JOHN

BUFFALO COUNTY REGISTER OF DEEDS

KEARNEY, NEBRASKA

RECORDED ON: 03/18/2022 10:43:31 AM

DEED CORP WARRANTY

REC FEE: 16.00

PAGES: 2

PD: 184.75 ESCROW:

CK: ACH SIMPLIFILE

REC'D:SIMPLIFILE

SUB:NE TITLE COMPANY

NEBRASKA DOCUMENTARY STAMP TAX

DOC TAX: 168.75

EXEMPTION:

RECORDED ON: 03/18/2022

AUTHORIZED BY: ARJ

PROPERTY OF BUFFALO COUNTY, NEBRASKA
CORPORATE WARRANTY DEED
JOINT TENANCY

Bruners' Sand and Gravel, Inc., a Nebraska Corporation, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from Tami Jo Krull and Steven Roger Krull, a married couple, GRANTEEES, hereby conveys to GRANTEEES as joint tenants with right of survivorship and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Lot 11, Block 1, Bruner Lakeside Estates Second, a subdivision being part of Government Lot 1, part of Government Lot 2, and part of accretion lands deriving from and adjacent to Government Lot 1 and Government Lot 2 located in Section 24, Township 9 North, Range 13 West of the 6th P.M., Buffalo County, Nebraska.

GRANTOR covenants with GRANTEEES that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except encumbrances, liens, easements and restrictions of record;
- (2) have legal power and lawful authority to convey the same; and
- (3) warrant and will defend title to the real estate against the lawful claims of all persons.

Dated 3-18-2022

NTK008474

Page 1 of 2

Please Return recorded document to:

Nebraska Title Company
208 W. 29th Street, Suite B
Kearney, NE 68845

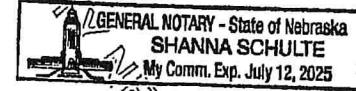
PROPERTY OF BUFFALO

State of Nebraska

County of Buffalo

The foregoing instrument was acknowledged before me this 18th day of March, 2022, by James Bruner, President of Bruners' Sand and Gravel, Inc., a Nebraska Corporation, on behalf of the corporation.

Shanna Schulte
Notary Public



NTK0008474

Page 2 of 2

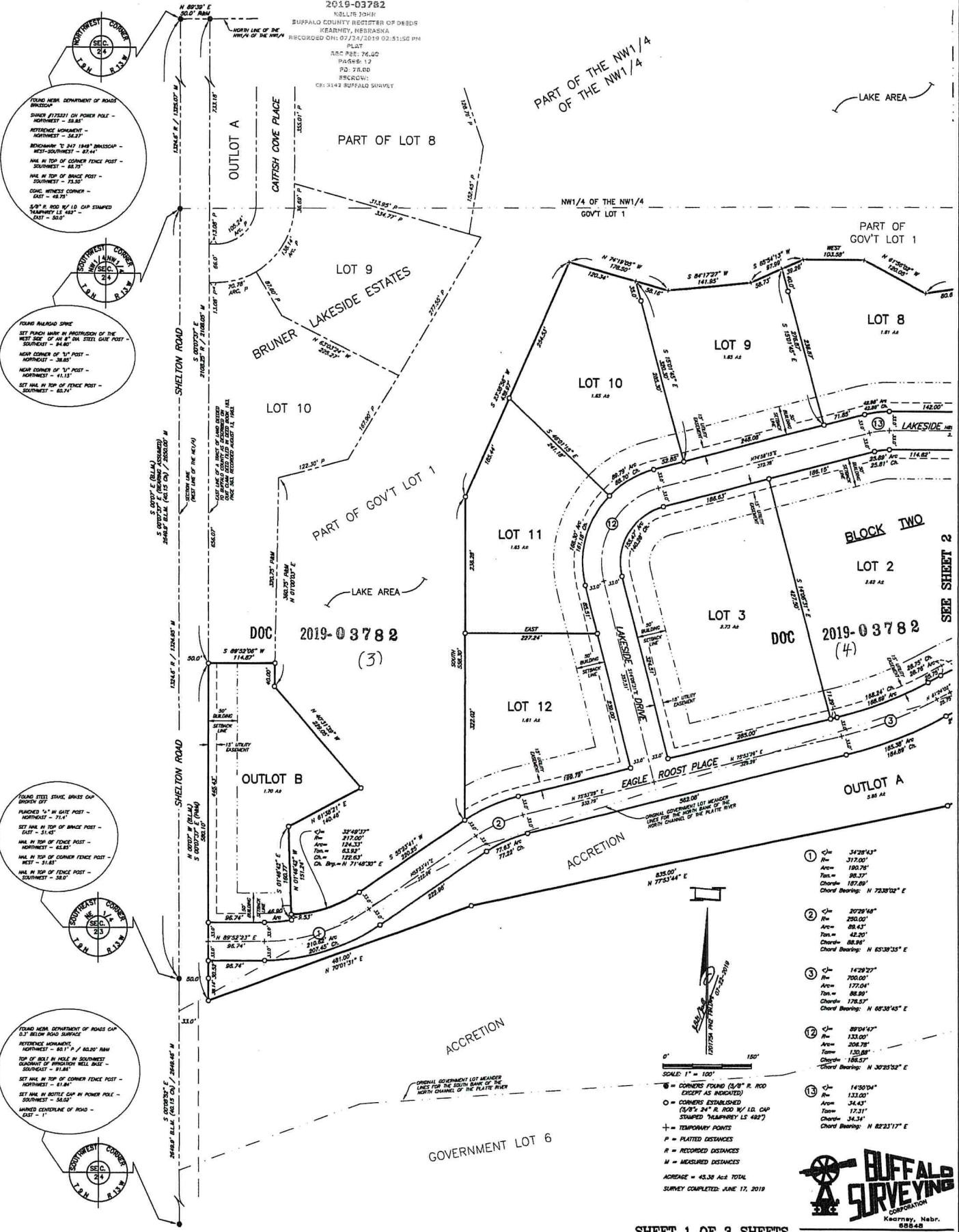
BRUNER LAKESIDE ESTATES SECOND

(2)

A SUBDIVISION BEING PART OF GOVERNMENT LOT 1, PART OF GOVERNMENT LOT 2, AND PART OF ACCRETION LANDS DERIVING FROM AND ADJACENT TO GOVERNMENT LOT 1 AND GOVERNMENT LOT 2 LOCATED IN SECTION 24, TOWNSHIP 9 NORTH, RANGE 13 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BUFFALO COUNTY, NEBRASKA

2019-03782

ROLLING 300
BUFFALO COUNTY REGISTER OF DEEDS
KEARNEY, NEBRASKA
RECORDED ON 07/23/2019 02:51:50 PM
PLAT
REC FEE: 76.00
PAGES: 12
PG: 100
RECORDED:
CR 3142 BUFFALO SURVEY



(9)

(10)

BRUNER LAKESIDE ESTATES SECOND

A SUBDIVISION BEING PART OF GOVERNMENT LOT 1, PART OF GOVERNMENT LOT 2, AND PART OF ACCRETION LANDS DERIVING FROM AND ADJACENT TO GOVERNMENT LOT 1 AND GOVERNMENT LOT 2 LOCATED IN SECTION 24, TOWNSHIP 9 NORTH, RANGE 13 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BUFFALO COUNTY, NEBRASKA

LEGAL DESCRIPTION

A tract of land being part of Government Lot One (1), part of Government Lot Two (2), and part of accretion lands deriving from and adjacent to Government Lot One (1) and Government Lot Two (2) located in Section Twenty-four (24), Township Nine (9) North, Range Thirteen (13) West of the Sixth Principal Meridian, Buffalo County, Nebraska, more particularly described as follows: Referring to the Northwest Corner of the Northwest Quarter of Section 24 and assuming the West line of the Northwest Quarter of the Northwest Quarter and the West line of Government Lot 1 located in Section 24 as bearing S 00°07'37"E and all bearings contained herein are relative thereto; thence N 89°39' E on the North line of the Northwest Quarter of the Northwest Quarter of said Section 24 a distance of 50.0 feet to the Northeast Corner of a tract of land described on Quit Claim Deed filed in Deed Book 183, Page 563, recorded August 13, 1963 in the Office of the Buffalo County Register of Deeds; thence on the East line of said tract of land deeded to Buffalo County, S 00°07'37"E a distance of 2108.05 feet to the ACTUAL PLACE OF BEGINNING said point also being the Southwest Corner of Lot Ten (10), Bruner Lakeside Estates a subdivision being part of the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4), part of Government Lot One (1) and part of Government Lot Two (2) located in Section Twenty-four (24), Township Nine (9) North, Range Thirteen (13) West of the Sixth Principal Meridian, Buffalo County, Nebraska; thence continuing on the East line of said Government Lot 1, if extended, S 00°07'37"E a distance of 580.10 feet; thence leaving the East line of said tract of land deeded to Buffalo County, if extended, N 70°1'31"E a distance of 481.00 feet; thence N 77°53'44"E a distance of 835.00 feet; thence N 61°53'44"E a distance of 496.68 feet; thence N 66°34'40"E a distance of 58.22 feet; thence N 66°53'31"E a distance of 113.33 feet; thence N 61°23'39"E a distance of 311.45 feet; thence N 40°49'52"E a distance of 591.24 feet; thence N 44°02'31"E a distance of 99.52 feet to a point on the East line of the West Half (W1/2) of said Section 24; thence on the East line of the West Half of said Section 24, N 00°02'06"W a distance of 811.20 feet to a point on the Southerly line of a tract of land deeded to Bruner Lakeside Estates Homeowners' Association as described on Quit Claim Deed filed at Inst. 2016-02584, recorded May 6, 2016 in the Office of the Buffalo County Register of Deeds; thence leaving the East line of the West Half of said Section 24 and on the Southerly line of said tract of land described on Quit Claim Deed filed at Inst 2016-02584, N 71°10'05"W a distance of 65.00 feet; thence continuing on the southerly line of said tract of land described on Quit Claim Deed filed at Inst 2016-02584 the following courses and distances respectively:

thence S 64°06'45"W a distance of 281.69 feet;
thence S 03°46'45"E a distance of 130.65 feet;
thence S 38°19'46"W a distance of 553.43 feet;
thence S 01°02'55"E a distance of 259.65 feet;
thence S 86°09'18"W a distance of 280.77 feet;
thence N 72°42'43"W a distance of 261.34 feet;
thence S 80°51'43"W a distance of 191.77 feet;
thence N 61°56'02"W a distance of 120.05 feet;
thence WEST a distance of 103.58 feet;
thence S 65°54'13"W a distance of 97.99 feet;
thence S 84°17'27"W a distance of 141.95 feet;
thence N 74°19'05"W a distance of 178.50 feet;
thence S 23°38'56"W a distance of 439.97 feet;
thence SOUTHEAST a distance of 558.30 feet;

thence S 55°23'41"W a distance of 220.25 feet to a point of curvature; thence on a 217.00 foot radius curve to the right forming a central angle of 32°49'37" an arc distance of 124.33 feet; thence leaving said curve, non-tangent, N 01°46'42"W a distance of 151.24 feet; thence N 61°38'21"E a distance of 140.46 feet; thence N 40°31'39"W a distance of 229.05 feet to a point on the East line of Lot 10, Bruner Lakeside Estates, if extended; thence on the East line of said Lot 10, Bruner Lakeside Estates, if extended, N 01°00'03"E a distance of 40.00 feet to the Southeast Corner of said Lot 10; thence leaving the southerly line of said tract of land described on Quit Claim Deed filed at Inst 2016-02584 and on the South line of said Lot 10, S 89°52'06"W a distance of 114.87 feet to the place of beginning. Containing 45.36 acres, more or less.

DOC 2019-03782

(11)

SURVEYOR'S CERTIFICATE

I, Mitchell W. Humphrey, President of Buffalo Surveying Corporation, do hereby certify that Buffalo Surveying Corporation surveyed "BRUNER LAKESIDE ESTATES SECOND", a subdivision being part of Government Lot One (1), part of Government Lot Two (2), and part of accretion lands deriving from and adjacent to Government Lot One (1) and Government Lot Two (2) located in Section Twenty-four (24), Township Nine (9) North, Range Thirteen (13) West of the Sixth Principal Meridian, Buffalo County, Nebraska, as shown on the above plat, Mark W. Humphrey, Party Chief, that the lots are well and accurately staked off and marked, the dimensions of the lots are as shown on the above plat, the lots bear their own number, and that said survey was made with reference to known and recorded monuments.

BUFFALO SURVEYING CORPORATION

Mitchell W. Humphrey
Mitchell W. Humphrey, President
Nebr. Reg. L.S. No. 492



(9)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Bruners' Sand and Gravel, Inc., a Nebraska corporation, by and through its President, James R. Bruner being the sole owner of the land described herein have caused the same to be surveyed, subdivided, platted and designated as "BRUNER LAKESIDE ESTATES SECOND", a subdivision being part of Government Lot One (1), part of Government Lot Two (2), and part of accretion lands deriving from and adjacent to Government Lot One (1) and Government Lot Two (2) located in Section Twenty-four (24), Township Nine (9) North, Range Thirteen (13) West of the Sixth Principal Meridian, Buffalo County, Nebraska, and said owner hereby ratify and approves the disposition of their property as shown on the above plat, and hereby dedicate: (1) the private streets [Eagle Roost Place and Lakeside Drive] for the use and benefit of the lot owners, their guests and invitees for ingress and egress, (2) "Outlot A" to be used and maintained as a green space for the benefit of the association of lot owners, and (3) the public utility easements as shown on said plat, and acknowledge said addition to be made with the free consent and in accord with the desires of said owners.

Dated this 24 day of JULY, 2019.

BRUNERS' SAND AND GRAVEL INC.,
a Nebraska corporation
by and through its President, James R. Bruner

James R. Bruner President
James R. Bruner, President

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

The foregoing instrument was acknowledged before me this 24 day of July, 2019, by BRUNERS' SAND AND GRAVEL INC., a Nebraska corporation, by and through its President, James R. Bruner.

(S E A L) Linda A. Johnson
Notary Public

My commission expires 11-24-2021

DOC 2019-03782

(12)

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due on the property described within the surveyor's certificate and described within this plat, as shown on the records of this office as of this 24 day of July, 2019.

(SEAL)



Jean A. Sidwell
Jean A. Sidwell, Treasurer
for Buffalo County, Nebraska

RESOLUTION NO. 2019-24

BE IT RESOLVED BY THE COUNTY BOARD OF COMMISSIONERS OF BUFFALO COUNTY, NEBRASKA in regular session with a quorum present, that the plat of "BRUNER LAKESIDE ESTATES SECOND", a subdivision being part of Government Lot One (1), part of Government Lot Two (2), and part of accretion lands deriving from and adjacent to Government Lot One (1) and Government Lot Two (2) located in Section Twenty-four (24), Township Nine (9) North, Range Thirteen (13) West of the Sixth Principal Meridian, Buffalo County, Nebraska, duly made out, acknowledged and certified, is hereby approved, accepted and ordered filed and recorded in the Office of the Register of Deeds, Buffalo County, Nebraska.

Moved by Klein and Second by Mirrow that the foregoing resolution be adopted. Said Motion carried on 7-0 vote(s).

STATE OF NEBRASKA)
COUNTY OF BUFFALO) ss:

I, Janice I. Giffin, County Clerk, in and for said county, being duly elected and qualified, do hereby certify that the above is a true and correct copy of the resolution as passed by the Buffalo County Board of Commissioners on this 23rd day of July, 2019.

(S E A L)



Janice I. Giffin
Janice I. Giffin, County Clerk

DEPARTMENT OF HOMELAND SECURITY - FEDERAL EMERGENCY MANAGEMENT AGENCY
ELEVATION FORM

O.M.B. NO. 1660-0015
Expires February 28, 2014

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 1.25 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing and submitting the form. This collection is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0015). **NOTE: Do not send your completed form to this address.**

This form must be completed for requests and must be completed and signed by a registered professional engineer or licensed land surveyor. **A DHS - FEMA National Flood Insurance Program (NFIP) Elevation Certificate may be submitted in lieu of this form for single structure requests.**

For requests to remove a structure on natural grade OR on engineered fill from the Special Flood Hazard Area (SFHA), submit the lowest adjacent grade (the lowest ground touching the structure), **including an attached deck or garage**. For requests to remove an entire parcel of land from the SFHA, provide the lowest lot elevation; or, if the request involves an area described by metes and bounds, provide the lowest elevation within the metes and bounds description. All measurements are to be rounded to nearest tenth of a foot. In order to process your request, all information on this form must be completed **in its entirety. Incomplete submissions will result in processing delays.**

1. NFIP Community Number: 310419 Property Name or Address: **4 Lakeside Drive, Shelton, NE 68876 (PID: 700147605)**

2. Are the elevations listed below based on **existing** or **proposed** conditions? (Check one)

3. For the existing or proposed structures listed below, what are the types of construction? (check all that apply)

crawl space slab on grade basement/enclosure other (explain)

Detached Garage

4. Has DHS - FEMA identified this area as subject to land subsidence or uplift? (see instructions) Yes No
If yes, what is the date of the current re-leveling? / (month/year)

5. What is the elevation datum? NGVD 29 NAVD 88 Other (explain)

If any of the elevations listed below were computed using a datum different than the datum used for the effective Flood Insurance Rate Map (FIRM) (e.g., NGVD 29 or NAVD 88), what was the conversion factor?

Local Elevation +/- ft. = FIRM Datum

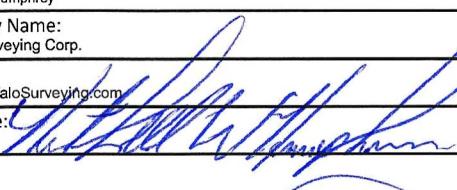
6. Please provide the Latitude and Longitude of the most upstream edge of the **structure** (in decimal degrees to the nearest fifth decimal place):
Indicate Datum: WGS84 NAD83 NAD27 Lat. 40.73773° Long. -098.73849°

Please provide the Latitude and Longitude of the most upstream edge of the **property** (in decimal degrees to the nearest fifth decimal place):

Indicate Datum: WGS84 NAD83 NAD27 Lat. . Long. .

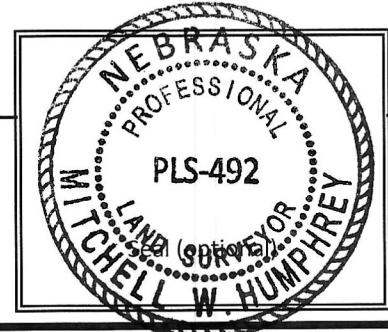
| Address | Lot Number | Block Number | Lowest Lot Elevation* | Lowest Adjacent Grade To Structure | Base Flood Elevation | BFE Source |
|-------------------------------------|------------|--------------|-----------------------|------------------------------------|----------------------|----------------------------------|
| 4 Lakeside Drive, Shelton, NE 68876 | 11 | 1 | | 2019.3' | 2013' | Nebr. Dept. of Natural Resources |
| | | | | | | |

This certification is to be signed and sealed by a licensed land surveyor, registered professional engineer, or architect authorized by law to certify elevation information. All documents submitted in support of this request are correct to the best of my knowledge. I understand that any false statement may be punishable by fine or imprisonment under Title 18 of the United States Code, Section 1001.

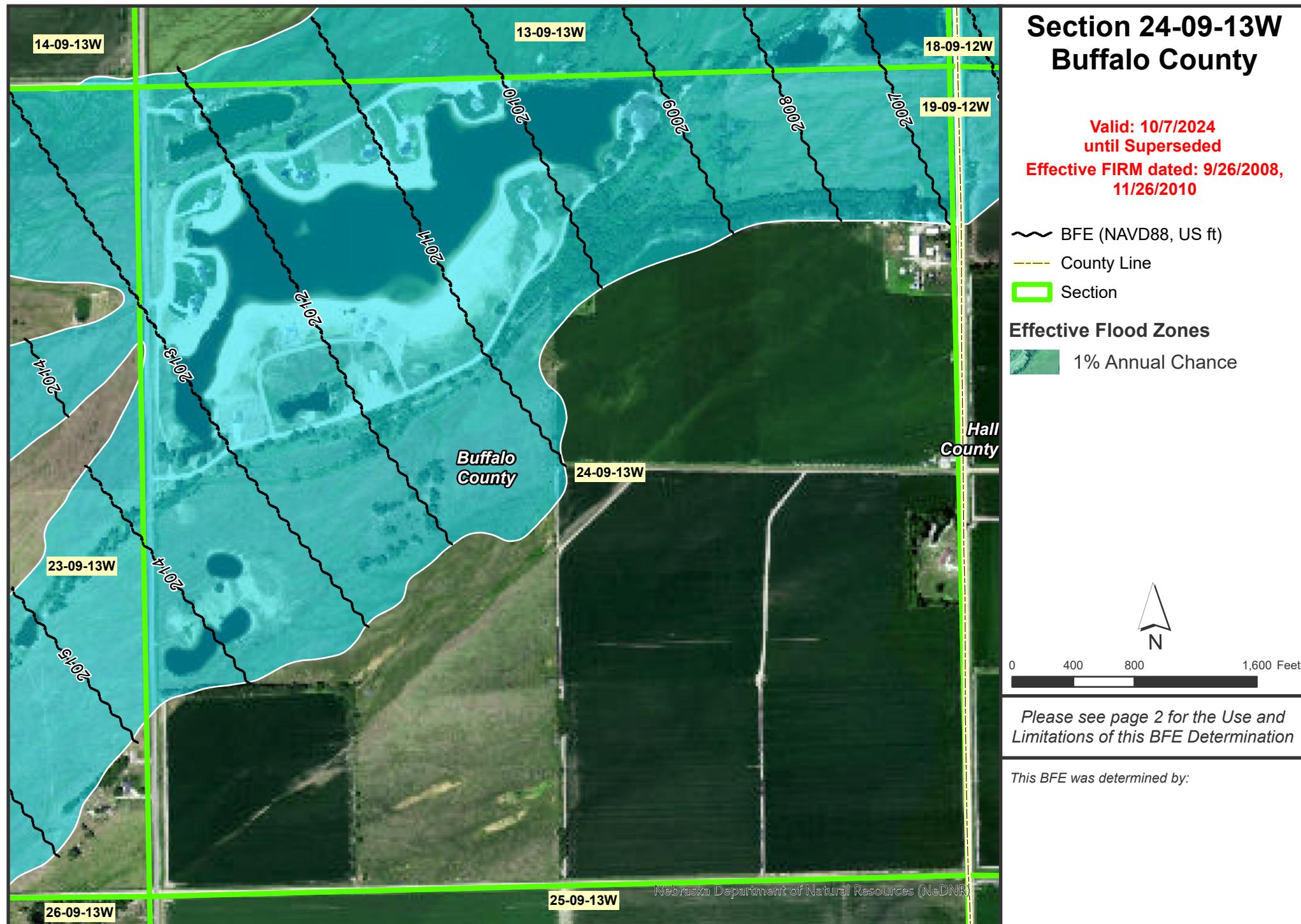
| | | |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------------|
| Certifier's Name: Mitchell W. Humphrey | License No.: Nebr. Reg. Land Surveyor No. 492 | Expiration Date: 04/01/2027 |
| Company Name: Buffalo Surveying Corp. | Telephone No.: 308-237-3785 | |
| Email: Mitch@BuffaloSurveying.com | Fax No. 308-236-7800 | |
| Signature:  | Date: 04/25/2025 | |

* For requests involving a portion of property, include the lowest ground elevation within the metes and bounds description.

Please note: If the Lowest Adjacent Grade to Structure is the only elevation provided, a determination will be issued for the structure only.



Base Flood Elevation Determination



Nebraska Statutes:

Nebraska Department of Natural Resources (NeDNR) provides BFE Determinations to local officials for the purpose of administrating floodplain management programs within their jurisdictions. Nebraska State Statute 31-1017 (4) and (6) more specifically say for Floodplain Management Regulations, and defines Floodplain Management Regulations in 31-1012 as "Flood plain management regulations shall mean and include zoning ordinances, subdivision regulations, building codes and other applications of the police power which are authorized by law to secure safety from floods and provide for the reasonable and prudent use of flood plains".

NeDNR BFE Determination Process:

Currently, NeDNR provides BFE Determinations for FEMA Zone A special flood hazard areas and NeDNR flood awareness areas. BFE Determinations for FEMA Zone AE special flood hazard areas must be determined from the Flood Insurance Study (FIS) tables and profiles using the Flood Insurance Rate Map (FIRM) as reference. NeDNR will be available for technical assistance in these areas.

NeDNR uses the best available data and basic engineering methods to determine BFEs in FEMA Zone A special flood hazard areas and NeDNR flood awareness areas. This typically involves a regression analysis to compute hydrology and a normal depth calculation to develop water surface elevations for the 1-percent annual chance event. Basic engineering methods are established using bare earth topographic data; meaning structures are not considered and field survey is not conducted for use in the analysis.

Acceptable uses:

- Letter of Map Amendments (LOMAs) on existing structures,
- Elevation Certificates on existing structures, and
- Permitting of new structures, although NeDNR recommends that a professional engineer perform a site-specific analysis for all new development.

Unacceptable uses:

- Design of developments greater than 5 acres or 50 lots (44 CFR 60.3) and
- Hydraulic structure design.

Community Responsibility:

Communities are responsible for maintaining records of the cumulative effect of proposed development (44 CFR 60.3(c)(10)).

BFE Determination Valid Dates:

The valid dates provided on BFE Determinations are the maximum validation period for the determinations and do not mean they are valid for that entire period. BFE Determinations can be superseded at any time. All future determinations will say Valid from XX/XX/XXXX until superseded to remind users to check on the validity of a BFE before its use.

**BUILDING RESTRICTION AGREEMENT TO ASSURE STRUCTURES
AND IMPROVEMENTS AND USES ARE REASONABLY SAFE FROM FLOODING**

THIS BUILDING RESTRICTION AGREEMENT to ensure that Structures are Reasonably Safe from Flooding is entered into on the 27th day of May, 2025, between Tami Jo Krull and Steven Roger Krull, hereinafter referred to as "Owner" whether one or more, and Buffalo County, Nebraska, hereinafter simply referred to as "County".

RECITALS:

Owner is the owner of the following described real estate:

Lot 11, Block 1, Bruner Lakeside Estates Second, a subdivision being part of Government Lot 1, part of Government Lot 2, and part of accretion lands deriving from and adjacent to Government Lot 1 and Government Lot 2, located in Section 24, Township 9 North, Range 13 West of the 6th P.M., Buffalo County, Nebraska.

Hereinafter referred to as "Property". The base elevation of the Property is 2013 NAVD 1988.

II.

The Property is located in an area shown on the Flood Insurance Rate Map (FIRM) for Buffalo County issued by the Federal Emergency Management Agency (FEMA) as a special flood Hazard area (SFHA), and is in a floodplain subject to Buffalo County Floodplain Resolution.

III.

Buffalo County's Floodplain Regulation provides in part:

"SECTION 6 –The Floodplain Management Administrator, in reviewing all applications for new construction, substantial improvements, prefabricated buildings, placement of manufactured homes and other development(s) (as defined in Section 11 of this Resolution) will:

A. Obtain, review and reasonably utilize, if available, any regulatory flood elevation data and floodway data available from Federal, State, or other sources, until such other data is provided by the Federal Insurance Administration in a Flood Insurance Study; and require within areas designated as Zone A on the official map that the following performance standards are met or otherwise fulfilled:

(1) Residential Construction – New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to 1 (one) foot above the base flood elevation.

(2) Nonresidential Construction – New construction or substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor, including basement, elevated to 1 (one) foot above the level of the base flood elevation or together with attendant utility and sanitary facilities, be flood proofed so that below such a level the structure is watertight with walls substantially impermeable to the passage of water and

with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the local enforcement official.

(3) Require for all new construction and substantial improvements – That fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect to meet or exceed the following minimum criteria: A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Opening may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

- B. Require the use of construction materials that are resistant to flood damage.
- C. Require the use of construction methods and practices that will minimize flood damage.
- D. Require that new structures be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- E. New structures be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- F. Assure that all manufactured homes shall be anchored to resist flotation, collapse, or lateral movement. Manufactured homes must be anchored in accordance with State laws, local building codes and FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

(1) Over-the-top ties be provided at each of the four corners of the manufactured home with two additional ties per side at the intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side.

(2) Frame ties be provided at each corner of the home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side.

(3) All components of the anchoring system be capable of carrying a force of 4800 pounds.

(4) Any additions to manufactured home are similarly anchored.

G. Require that recreational vehicles placed on sites within identified floodplain on the community's FIRM either (I) be on the site for fewer than 180 consecutive days, (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements and the elevation and anchoring requirements for "manufactured homes" of this ordinance. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

H. Require that all manufactured homes to be placed within “Special Flood Hazard Areas” on the community’s FIRM be elevated on a permanent foundation such that the lowest floor of the manufactured home is one (1) foot above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with provisions of Section 6.F.

IV.

FEMA regulations found in 44 CFR 65.5 and 65.6 authorize the issuance of a Letter of Map Revision (LOMR) or a Letter of Map Revision based on fill (LOMR-F) to remove land from the area of a SFHA (i.e. the floodplain) provided in part that the participating community has determined that the land and any existing or proposed structures to be removed from the SFHA are “reasonably safe from flooding”.

V.

FEMA defines “reasonably safe from flooding” to mean “base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings. 44CFR 65.2(c).

VI.

After FEMA has revised the FIRM to show that the filled or non filled land is outside the floodplain (SFHA), Buffalo County is no longer required to apply the minimum National Flood Insurance Program floodplain management standards to any structures built on the land and FEMA’s mandatory flood insurance purchase requirements no longer apply, although flood insurance may still be required contractually by any bank or banks and/or any other lender(s) if the structure and/or land is used as collateral to secure a loan.

VII.

Land removed from the floodplain pursuant to LOMR or LOMR-F is not subject to Buffalo County’s floodplain resolution.

VIII.

FEMA believes that residual flood hazards may exist in areas elevated above the base flood elevation, including subsurface flood conditions and flooding from events, which exceed the base flood. Therefore, FEMA will not process an application for nor approve a LOMR or a LOMR-F application that removes land from the regulated floodplain unless the participating community, in this case Buffalo County, certifies that the area is reasonably safe from flooding according to criteria set forth in FEMA’s Technical Bulletin 10-01 “Ensuring that structures built on fill or in near special flood hazard areas are reasonably safe from flooding in accordance with the National Flood Insurance Program”.

IX.

At present, the County does not have any regulations that control development of flood prone areas outside of the floodplain that would ensure that any construction in these areas is reasonably safe from flooding. Therefore, on this basis of the improvement being outside the floodplain, Buffalo County for these areas cannot make the required certification to FEMA required for processing or issuance of a LOMR or LOMR-F.

X.

The Owner desires to apply to FEMA for a LOMR or a LOMR-F in order to remove that Property from the SFHA, the floodplain, for (check the appropriate box):

- Future development and/or
- Present structure on the property and/or
- Lot or metes and bounds real estate description

All done for the purpose of avoiding the mandatory flood insurance purchase requirement for lending which is attached to federally guaranteed loans for construction of buildings on the property or of improvements on the property as they now exist. Therefore the owner desires to enter into this agreement with the County to restrict the development of the Property to ensure that any construction on the Property is reasonably safe from flooding in order to induce the County to sign the certification required by FEMA certifying that if the Property is removed from the SFHA, the floodplain, the land and any existing or future buildings constructed thereon will be reasonably safe from flooding.

XI.

NO WARRANTIES: The parties in undertaking and entering into this agreement understand that Buffalo County cannot and does not make any warranties that the Property will not be flooded and/or damaged by flooding however caused.

NOW THEREFORE, in consideration of the above-recited declarations and the mutual covenants contained herein, Owner and County agree as follows:

1. The base flood elevation of the Property is 2013 NAVD 1988.
2. The Owner agrees that all new construction and substantial improvements of residential structures located upon the Property shall have or do have the lowest floor, including basement, elevated at least one (1) foot above the base flood level. The Owner certifies and agrees that all garages and storage buildings used exclusively for the storage of motor vehicles, and storage of other items readily removable in the event of a flood warning may have their lowest floor below flood elevation, provided that the building structure is capable of withstanding hydrostatic and hydrodynamic forces caused by the 100-year flood and, further, provided that no utilities are installed in the building or structure expect when elevated above floodplain elevation or flood proofed. Owner agrees that if

the building or structure is converted to another use, it must be brought into full compliance with the requirements of this Agreement governing such uses.

3. The Owner agrees that all new construction and substantial improvements of commercial, industrial, and other nonresidential structures located on the Property shall either have the lowest floor, including basement, elevated at least one foot above the base flood level. Owner further agrees that a registered professional engineer or architect shall develop or review the structural design, specifications, and/or plans of construction, and shall certify to the County that the present design and/or future design and finished structure with methods of construction will and does fulfill Buffalo County's Floodplain Resolution together with any FEMA requirement, whichever is more restrictive.
4. Owner agrees that for all new construction and/or existing construction or future substantial improvements, that in the fully enclosed areas that are below the lowest floor that are usable solely for parking of vehicles, building access, or storage in an area other than a basement, that are subject to flooding, that such structures containing this enclosure shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect to the County, and must meet or exceed the following minimum criteria:
 - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
 - b. The bottom of all openings shall be no higher than one foot above grade; and
 - c. Openings may be equipped with screens, louvers, or other coverings or devices; provided that they permit the automatic entry and exit of flood waters.
5. Owner agrees to identify all building sites and their elevation in relationship to the base flood elevation on all grading plans, preliminary plats, final plats, use permits, and/or special permits for the Property or any part thereof. Owner further agrees to identify all building sites and their or its elevation in relationship to the base flood elevation in any application for a LOMR or LOMR-F.
6. Owner agrees to not, and/or agrees that the County may note, on all grading plans, building permits, preliminary plats, final plats, floodplain permits, use permits, and/or special permits for the Property or any part thereof that all new construction and substantial improvements of residential structures and all new construction and all new construction and substantial improvements of commercial, industrial, and other non-residential structures shall be constructed to standards required by Buffalo County's Floodplain Resolution or FEMA standards, whichever is more restrictive.
7. Upon execution of this Agreement and its filing of record with the Buffalo County Register of Deeds, Buffalo County agrees to provide FEMA with the County's assurance, that if the Property is removed from the SFHA, the floodplain, pursuant to LOMR or a LOMR-F, that all new construction and substantial improvement of existing building or structures on the Property will be reasonably safe from flooding.
8. Owner agrees that no permit can be issued by the County for the construction of any new building or structure on the Property or substantial improvement of any existing building or structure on the Property until the Owner has submitted all of the required information necessary to obtain authorization to building/construct. Minimally this information shall contain base elevations for the proposed and completed structures and certification that

any fill material has been properly placed on the property and will not collapse or cause collapse of the structure(s) in event of 100-year frequency flood.

9. The agreement shall run with the land and shall be binding on all heirs, successors, and assigns of the Owner.
10. The parties agree that, except as defined elsewhere in this Agreement, the following terms are defined in Buffalo County's Floodplain Resolution:
 - “Appurtenant Structures”
 - “Base Flood”
 - “Basement”
 - “Development”
 - “Existing Manufactured Home Park or Subdivision”
 - “Expansion to an Existing Manufactured Home Park or Subdivision”
 - “Flood” or “Flooding”
 - “Flood Proofing”
 - “Floodway”
 - “Historic Structure”
 - “Lowest Floor”
 - “Manufactured Home”
 - “Manufactured Home Park or Subdivision”
 - “New Construction”
 - “New Manufactured Home Park or Subdivision”
 - “Principally Above Ground”
 - “Recreational vehicle”
 - “Regulatory Flood Elevation”
 - “Special Flood Hazard Area”
 - “Start of Construction”
 - “Structure”
 - “Substantial Damage”
 - “Substantial Improvement”
 - “100-Year Flood”

IT IS FURTHER AGREED that the Owner and his heirs, successors, and assigns shall not hold Buffalo County liable for any loss sustained on the Property to any person and/or property, caused from flooding and/or other water inundation processes however cause and/or created.

Dated this 27th day of May 20____.

Tami Jo Krull

Steven Roger Krull

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____ by Tami Jo Krull.

Notary Public

My Commission expires _____

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____ by Steven Roger Krull.

Notary Public

My Commission expires _____

BUFFALO COUNTY, NEBRASKA

Sherry Morrow, Chairperson
Buffalo County Board of Commissioners

ATTEST: _____
Heather A. Christensen, County Clerk

(SEAL)

STATE OF NEBRASKA)
)
) SS
COUNTY OF BUFFALO)
)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20____ by Sherry Morrow, Chairperson, Buffalo County
Board of Commissioners.

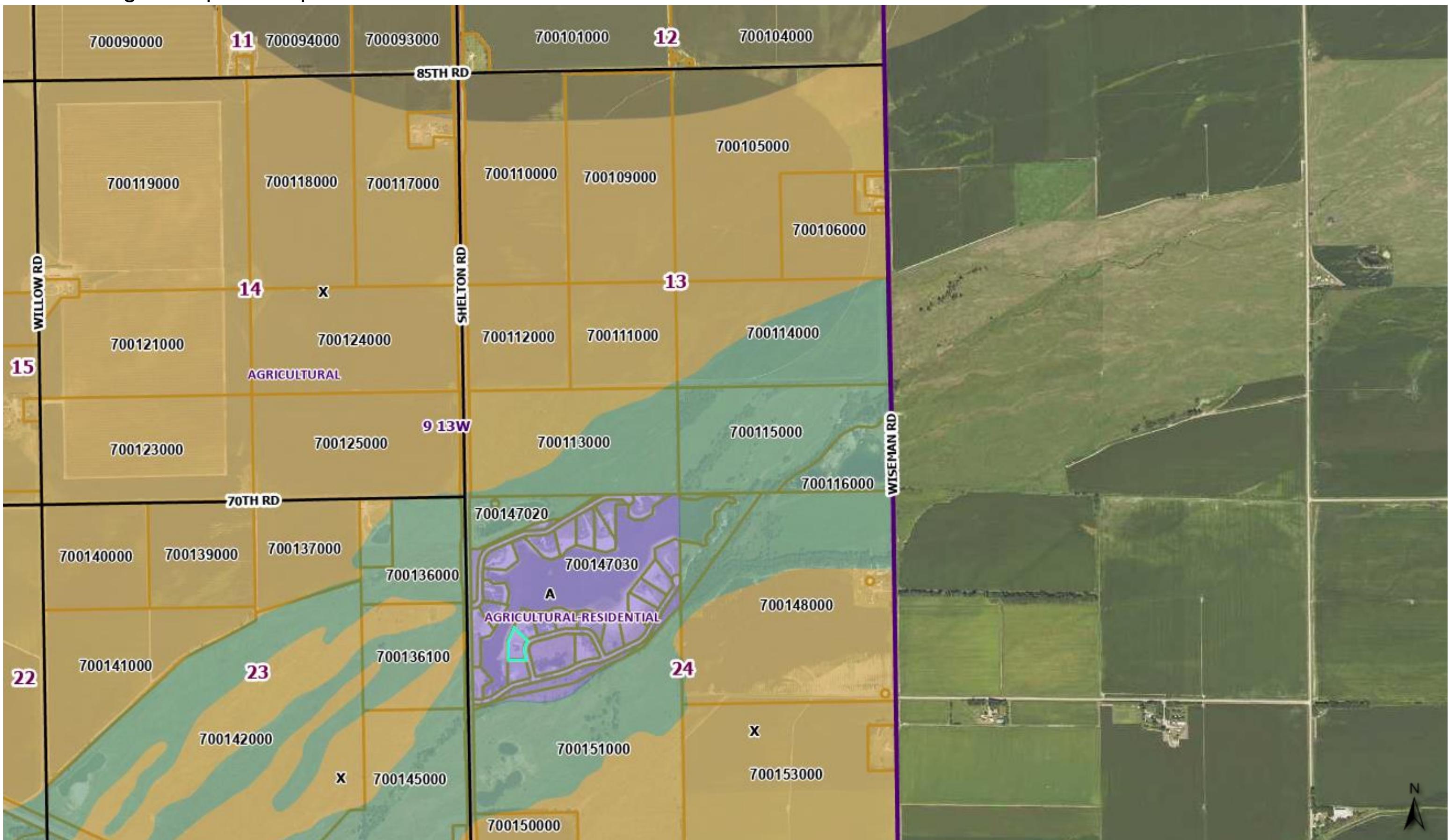
Notary Public

My Commission expires _____

Authorized in Board minutes dated: May 27, 2025.

Krull Zoning/Floodplain Map

Created by: null



Krull Aerial/Floodplain Map

Created by: null

