

HASTINGS PLANNING COMMISSION

A meeting of the Hastings Planning Commission has been scheduled for Monday, October 23, 2017 at 4:00 PM in the City Building, 220 North Hastings Avenue.

AGENDA:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Motion to adopt the current agenda for the Planning Commission Meeting
5. Public Notice - Official Notice of the Regular Meeting was published in the Hastings Tribune on Friday , October 13, 2017. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda and all reproducible written material which will be discussed at today's meeting is located at the back of the Council Chambers. Also, a current copy of the Nebraska Open Meetings Act is posted on the south wall of the Council Chambers which is accessible to members of the public.
6. Approval of Minutes
 - a. Minutes of the October 16, 2017 meeting to be considered at the November 20, 2017 regular meeting.
7. Special Order of Business
8. Unfinished Business
 - a. Continued Applications - None
 - b. Tabled Applications
 - i. A Conditional Use Permit for a Bed and Breakfast use at 827 North Lincoln Avenue at the request of applicant Joan Shaw for Resolution No. 2017-043, more particularly described as the East 156 feet and South 82 feet of Block 6, Alexander's First Addition to the City of Hastings, Adams County, Nebraska.
 - c. Postponed Applications - None
 - d. Unfinished Applications - None
9. Public Hearings.
 - a. **2017-042.** Public hearing to consider an addition to the City of Hastings by final plat for Shadow Ridge 7th Addition, located in the Northwest Quarter (NW1/4) of Section 36, Township 8 North, Range 10 West of the 6th P.M., Adams County, Nebraska containing 9.13 acres more or less.

Planning Commission Agenda

October 23, 2017

Page 2

- b. **2017-038.** Public hearing on the request of Alan M. Anderson for Ordinance No. 4529, a zoning change from "A-Agricultural" to "R-1 Single-family Residential" for Shadow Ridge 7th Addition to the City of Hastings, Adams County, Nebraska, and an adjacent unplatted parcel comprising 0.93 acres located in the Northwest Quarter of Section 36, Township 8 North, Range 10 West of the 6th P.M., Adams County, Nebraska.

10. Subdivisions

11. Reports

- a. Committee Reports
- b. Chairman Comments
- c. Staff Reports

Adjourn

Department: Development Services
Staff Contact: Donald Threewitt
Planning Commission Meeting Date: 10/23/2017
File No: 2017-033
Prepared By: Donald Threewitt, Development Services Director

AGENDA ITEM SUMMARY SHEET

Description of Item:

Reconsideration of a Conditional Use Permit for a Bed and Breakfast use at 827 North Lincoln Avenue, more particularly described as the East 156 feet and South 82 feet of Block 6, Alexander's First Addition to the City of Hastings, Adams County, Nebraska.

Names of People/Business affected by this action:

The applicant, the neighbors, the people of Hastings and the City.

Why Planning Commission action is required:

The Planning Commission shall hold a public hearing to review the required submission documents of each application for a conditional use to assure that the proposed development will integrate compatibility with existing land uses and with permitted uses that may be established within any area to be affected by the proposed development.

No conditional use design may be approved which will have a permanent negative impact on those items listed below substantially greater than that anticipated from the development permitted without a conditional use (34-302).

Type of action requested:

Motion

Suggested motion:

Motion to recommend approval for Resolution 2017-043, a Conditional Use Permit for a Bed and Breakfast use at 827 North Lincoln Ave subject to the following conditions: 1. The bed and breakfast shall be operated and maintained in a manner that preserves the character and integrity of the neighborhood; 2. The bed and breakfast shall be occupied by the owner as his or her principal residence; 3. The home shall not be used by the public or paying guests for the hosting of receptions, private parties, or the like; 4. Any meals provided and any amenities connected with the guest rooms shall be solely for the use of the owner, the owner's immediate family and the owner's registered guests; 5. There shall be no separate kitchen facilities for guests; 6. A person who does not reside at the home shall not be employed to assist in the conduct of the bed and breakfast except for such assistance as a maid, housekeeper, etc.; 7. The bed and breakfast shall comply with all other provisions of the zoning district in which it is located; 8. Only two (2) rooms within the

dwelling unit, as designated on the plans provided to the City, shall be used for guest rooms; 9. No more than three (3) guests shall be allowed per room; 10. Smoke detectors and carbon monoxide detectors shall be located as required by the building code in effect at the time of adoption of this resolution; 11. A fire escape plan shall be developed and displayed for and in each guest room; 12. Four (4) off-street parking spaces shall be provided on site. A cross-access agreement shall be completed with the abutting property owners to the north, and filed with the Register of Deeds of Adams County; 13. The owner shall keep a register in which the names and addresses of every person to whom a room is let, the date on which the room was let, the correct designation of the room let, and the number of occupants assigned to the room. No page shall be disposed of until two years after the date of the most recent entry recorded on it in the register. The register shall be available for inspection by the Development Services Department upon request; 14. One (1) non-illuminated wall mounted sign not to exceed 6 square feet in area shall be allowed; 15. The Owner shall contact the Development Services Department annually to confirm continued use of the property as a Bed and Breakfast.

Deadlines associated with action:

This item is scheduled to be heard at the next regular meeting of the City Council on November 13, 2017.

Department head comments:

The Commission shall require the applicant to produce satisfactory evidence of compliance with both the general and applicable specific standards set forth for this conditional use. The Commission may recommend and the Council may impose any conditions they deem reasonable and necessary to protect the public health, safety and welfare, and to meet the planning goals set forth in the City's Comprehensive Plan.

Pertinent Facts of the Case.

The subject property is zoned "R-1 Single-family Residential," and the future land use plan calls for "Urban Residential" in the area. Surrounding zone districts and uses are as follows:

North: R-1 Single-family Residential, developed residential use

South: R-1 Single-family Residential, developed residential use

East: R-1 Single-family Residential, developed residential use

West: R-3 Multiple-family Residential, developed residential use

A public hearing was conducted at the October 16, 2017 regular meeting of the Hastings Planning Commission. Draft minutes are available in the Development Services office for review. A motion to table the item was adopted by a vote of 4-1.

In April 2017, the City Council approved Resolution No. 2017-12, a Conditional Use Permit for a Bed and Breakfast use for the same applicant at 751 North Lincoln Avenue. The permits are

attached to the property, not the owner or applicant. The applicant did not purchase said property, and is now seeking approval for the subject property. The property owners at 751 N. Lincoln have requested the former permit be rescinded.

Small town and rural bed and breakfasts get most of their business on the weekends and in the vacation season of April through September. Oftentimes the rural B&Bs serve as a weekend getaway. The average occupancy rate is 43.7% and the average daily rate is \$150.00 (SBDC, AHLA).

The underlying zone district will remain "R-1 Single-family Residential," and any long-term occupancy is prohibited as the use would be classified as a "Rooming house."

General Standards.

In order to permit the use, the applicant shall show that the general impacts for a conditional use are not greater than that anticipated from a typical "R-1 Single-family Residential" use.

Generally a use may not exceed the impacts anticipated in the base zone district regarding:

A. Pedestrian and vehicular traffic circulation and safety.

The site contains a 2-stall detached garage, a 2-space concrete parking pad, and a 140' gravel driveway, of which 65' is shared with the adjacent property to the north. The site provides for four (4) total existing off-street parking spaces, which satisfies the minimum requirement for a two-room bed and breakfast (4 off-street spaces required). 2 additional parking spaces may be situated in the driveway, totaling 6 available off-street spaces. No additional parking spaces or reconfiguration of parking is warranted or contemplated. The drive approach is a shared driveway, with approximately 50% of the driveway situated on the subject property. There are an additional three (3) on-street spaces adjacent to the property frontage, and parking on Lincoln Avenue is restricted to the west side of the street. At peak usage, traffic generation from the proposed use will not exceed that of a single-family residence, generally ranging from 2-4 vehicles and 6 vehicles at a maximum. Routine traffic generation while at full occupancy is estimated to be 2-3 vehicles daily.

The sidewalk is a chevron-patterned brick, which shows signs of heaving and may be a concern for pedestrian circulation over time, but is currently in acceptable condition. The home is set back 77' from the sidewalk, therefore guest circulation in and around the site is unlikely to impact the public pedestrian space. Ultimately, the site adequately addresses concerns related to traffic and pedestrian circulation.

B. Reasonable and economic extension of public utilities and facilities.

The site is fully developed with no new utility extensions planned or contemplated. The service to the property is adequate for the proposed activity.

C. Noise, fumes, dust or other environmental pollution.

No pollutants, noise, or other environmental impacts are expected or generally associated with the proposed use. Generally, bed and breakfast uses have the potential to create minor environmental concerns related to noise and light pollution. Specific Condition No. 3 prohibits receptions, private parties, or other gatherings which would generate excessive noise. Additional exterior lighting of the property is not planned, and the structure's setback and configuration makes offsite light-fall unlikely.

D. The maintenance of logical and efficient development patterns and land use mixtures.

This is a mixed-use area with Single-family, Multi-family, commercial and home occupation uses within a ¼ mile radius. The subject block includes Single-family, Multi-family and home occupation uses. An additional compatible use would not negatively impact the character of the neighborhood.

E. The maintenance of property values in accordance with established and permitted land uses.

The proposed use is not anticipated to affect property values--positively or negatively, in the vicinity.

The following statement is from Peter Scherman, a nationally-recognized realtor and market analyst specializing in B&B's: "There are no existing, comprehensive studies that show the impact a B&B can have on a neighborhood, especially on property values. Such an endeavor would be a long term, gargantuan task to gather the information and would require enormous amounts of historical research. The evidence, however, is empirical and widespread. B&Bs are generally the nicest house on the block and serve to cause the neighbors to want to bring their own property up to comparable snuff, thus improving the neighborhood generally and property values specifically."

Of the estimated 17,000 bed and breakfasts registered in the U.S., a majority of the properties are valued higher than the immediate neighborhood, and the remainder have values that align with the immediate neighborhood. There is no evidence of this use diminishing neighboring property values.

Specific Standards.

The applicant shall demonstrate that the specific impacts for a Bed and Breakfast use are adequately mitigated. Staff has reviewed the application and it generally complies with the specific conditions listed for a Bed and Breakfast under Hastings City Code 34-404(14). The specific

criteria listed in Section 34-404(14) are recommended as conditions to the permit, which may be inspected during annual re-validation.

1. The bed and breakfast shall be operated and maintained in a manner that preserves the character and integrity of the neighborhood;
2. The bed and breakfast shall be occupied by the owner as his or her principal residence;
3. The home shall not be used by the public or paying guests for the hosting of receptions, private parties, or the like;
4. Any meals provided and any amenities connected with the guest rooms shall be solely for the use of the owner, the owner's immediate family and the owner's registered guests;
5. There shall be no separate kitchen facilities for guests;
6. A person who does not reside at the home shall not be employed to assist in the conduct of the bed and breakfast except for such assistance as a maid, housekeeper, etc.;
7. The bed and breakfast shall comply with all other provisions of the zoning district in which it is located;
8. Only two (2) rooms within the dwelling unit, as designated on the plans provided to the City, shall be used for guest rooms;
9. No more than three (3) guests shall be allowed per room;
10. Smoke detectors and carbon monoxide detectors shall be located as required by the building code in effect at the time of adoption of this resolution;
11. A fire escape plan shall be developed and displayed for and in each guest room;
12. Four (4) off-street parking spaces shall be provided on site. A cross-access agreement shall be completed with the abutting property owners to the north, and filed with the Register of Deeds of Adams County;
13. The owner shall keep a register in which the names and addresses of every person to whom a room is let, the date on which the room was let, the correct designation of the room let, and the number of occupants assigned to the room. No page shall be disposed of until two years after the date of the most recent entry recorded on it in the register. The register shall be available for inspection by the Development Services Department upon request;
14. One (1) non-illuminated wall mounted sign not to exceed 6 square feet in area shall be allowed;

Additional Condition.

An additional condition is suggested in order for the Development Services Department to maintain an adequate record of active Conditional Use permits:

15. The Owner shall contact the Development Services Department annually to confirm continued use of the property as a Bed and Breakfast.

Conclusion.

The applicant has complied or agreed to comply with each of the specific conditions and the additional condition listed above. Prior to guest occupancy, the applicant shall have the premises

inspected by the building official and the fire prevention officer.

In order to recommend approval of the Conditional Use Permit to City Council, Commissioners shall find that each of the general standards and each of the specific standards for the proposed use have been adequately addressed. If all standards are addressed, it is appropriate to conclude that the proposed use will not have a “permanent negative impact” that would be “substantially greater” than a by-right single-family use, and the Commission is compelled to recommend approval.

Recommendation:

Staff supports a recommendation to approve Resolution 2017-043 for a Bed and Breakfast use at 827 N. Lincoln Avenue, subject to the conditions outlined above.

DATE 09/26/17

FILE NO.

**PROJECT APPLICATION**

City of Hastings - Development Services
220 N. Hastings Avenue, Hastings, NE 68901
Phone: (402) 461-2302; Fax: (402) 461-2304
www.cityofhastings.org

Please check the appropriate box below to indicate the type of application you are requesting. Contact Development Services for minimum requirements. Incomplete applications will not be processed. All applications must be completed by applicant prior to submission with all of the requested support materials by the last Monday of each month or they will be held until the next deadline to be processed.

- | | | | |
|--|---|--|--|
| ☐ Preliminary Plat | ☐ Final Plat | ☐ Short Plat | ☐ Administrative Plat |
| ☐ Code Amendment | ☐ Zoning Change | ☐ Vacation (Plat / ROW / Easements) | |
| ☒ Conditional Use Permit / Amendment | ☐ Planned District / Amendment | | |
| ☐ Comprehensive Plan / Amendment | ☐ Annexation Petition / Addition to the City | | |

PROJECT INFORMATION

Project Name: Bed and Breakfast
 Project Address: 827 North Lincoln, Hastings NE Within City Limit ☒ Yes ☐ No
 Existing Zoning: R-1 Proposed Zoning / Use: Bed and Breakfast
 Existing Comprehensive Plan Designation: Urban Residential Gross Area: 12,792 sq ft
 Legal Description: E 156' S 82' Block 6 Alexanders First Addition Number of Lots: 1

APPLICANT INFORMATION

Applicant: Jean Shaw Company: _____
 Address: 12204 West Alexander Tel: 402-460-8815 Fax: _____
 City: Roseland State: NE Zip: 68973 Email: jshaw@jean-shaw.com
 Property Owner: Daniel & Rebecca Finkenbinder Company: _____
 Address: 5423 Enchanted Mist Drive Tel: (402) 460-8564 Fax: _____
 City: Humble State: TX Zip: 77346 Email: Dan.Finkenbinder@gmail.com
 Key Contact: _____ Company: _____
 Address: _____ Tel: _____ Fax: _____
 City: _____ State: _____ Zip: _____ Email: _____

I hereby acknowledge that all information provided with this application is true to the best of my knowledge.

Daniel A Finkenbinder 9/26/17 Jean Shaw 9/26/17
 Property Owner Signature Date Applicant Signature Date

DEPARTMENTAL USE ONLY

Fees: \$300.00 Receipt No. _____
 Accepted by Staff: [Signature] Case No. _____
 Signature

PAID

DATE 09/26/17

FILE NO.

**PROJECT APPLICATION**

City of Hastings – Development Services
220 N. Hastings Avenue, Hastings, NE 68901
Phone: (402) 461-2302; Fax: (402) 461-2304
www.cityofhastings.org

Please check the appropriate box below to indicate the type of application you are requesting. Contact Development Services for minimum requirements. Incomplete applications will not be processed. All applications must be completed by applicant prior to submission with all of the requested support materials by the last Monday of each month or they will be held until the next deadline to be processed.

- | | | | |
|--|---|--|--|
| ☐ Preliminary Plat | ☐ Final Plat | ☐ Short Plat | ☐ Administrative Plat |
| ☐ Code Amendment | ☐ Zoning Change | ☐ Vacation (Plat / ROW / Easements) | |
| ☒ Conditional Use Permit / Amendment | ☐ Planned District / Amendment | | |
| ☐ Comprehensive Plan / Amendment | ☐ Annexation Petition / Addition to the City | | |

PROJECT INFORMATION

Project Name: Bed and Breakfast

Project Address: 827 North Lincoln, Hastings NE Within City Limit ☒ Yes ☐ No

Existing Zoning: R-1 Proposed Zoning / Use: Bed and Breakfast

Existing Comprehensive Plan Designation: Urban Residential Gross Area: 12,792 sq ft

Legal Description: E 156' S 82' Block 6 Alexanders First Addition Number of Lots: 1

APPLICANT INFORMATION

Applicant: Joan Shaw Company: _____

Address: 12204 West Alexander Tel: 402-460-8815 Fax: _____

City: Roseland State: NE Zip: 68973 Email: jshaw58@gmail.com

Property Owner: Daniel & Rebecca Finkenbinder Company: _____

Address: _____ Tel: _____ Fax: _____

City: _____ State: _____ Zip: _____ Email: _____

Key Contact: _____ Company: _____

Address: _____ Tel: _____ Fax: _____

City: _____ State: _____ Zip: _____ Email: _____

I hereby acknowledge that all information provided with this application is true to the best of my knowledge.

Property Owner Signature

Date

Applicant Signature

Date

DEPARTMENTAL USE ONLYFees: \$300.00

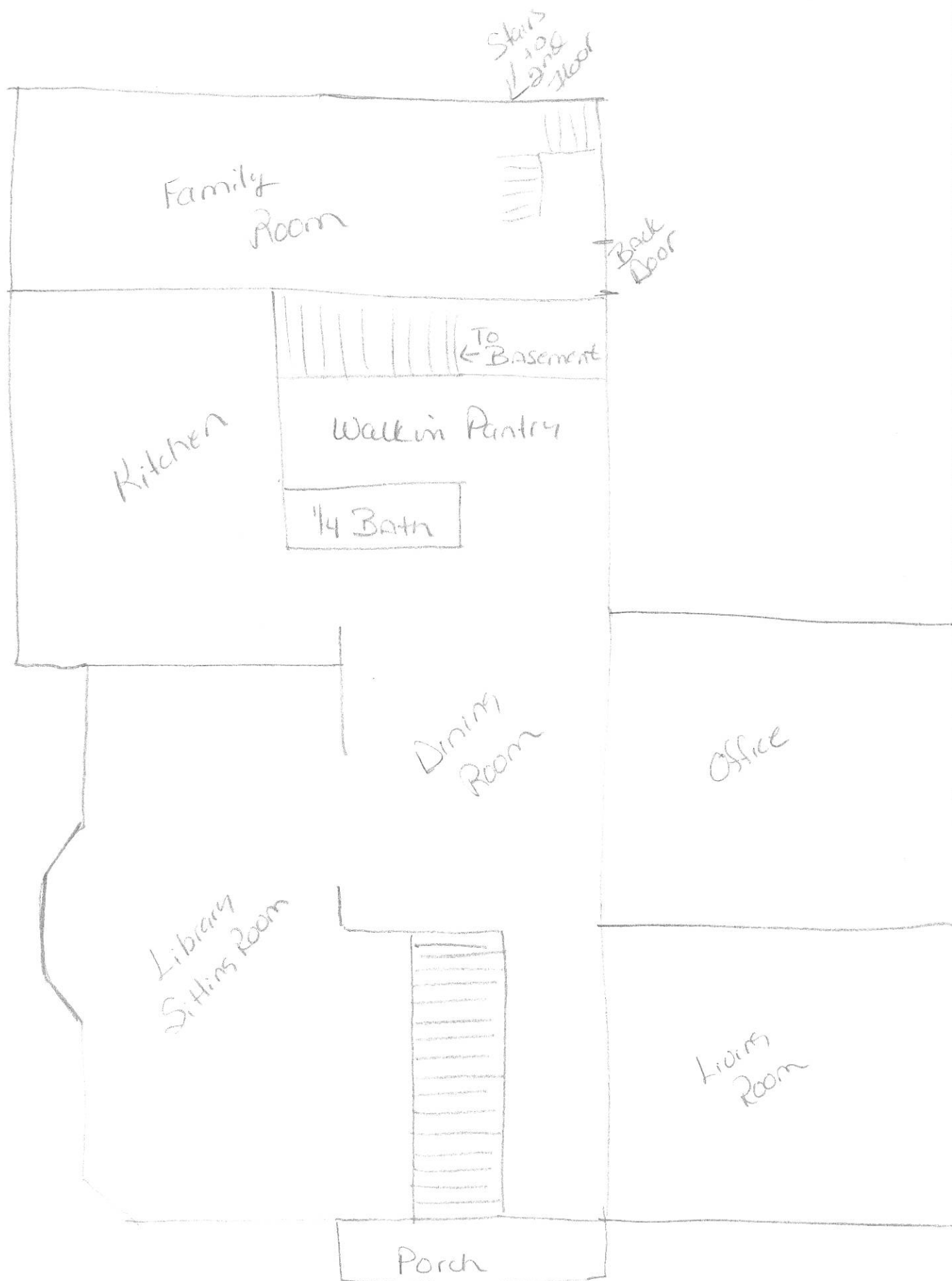
Receipt No. _____

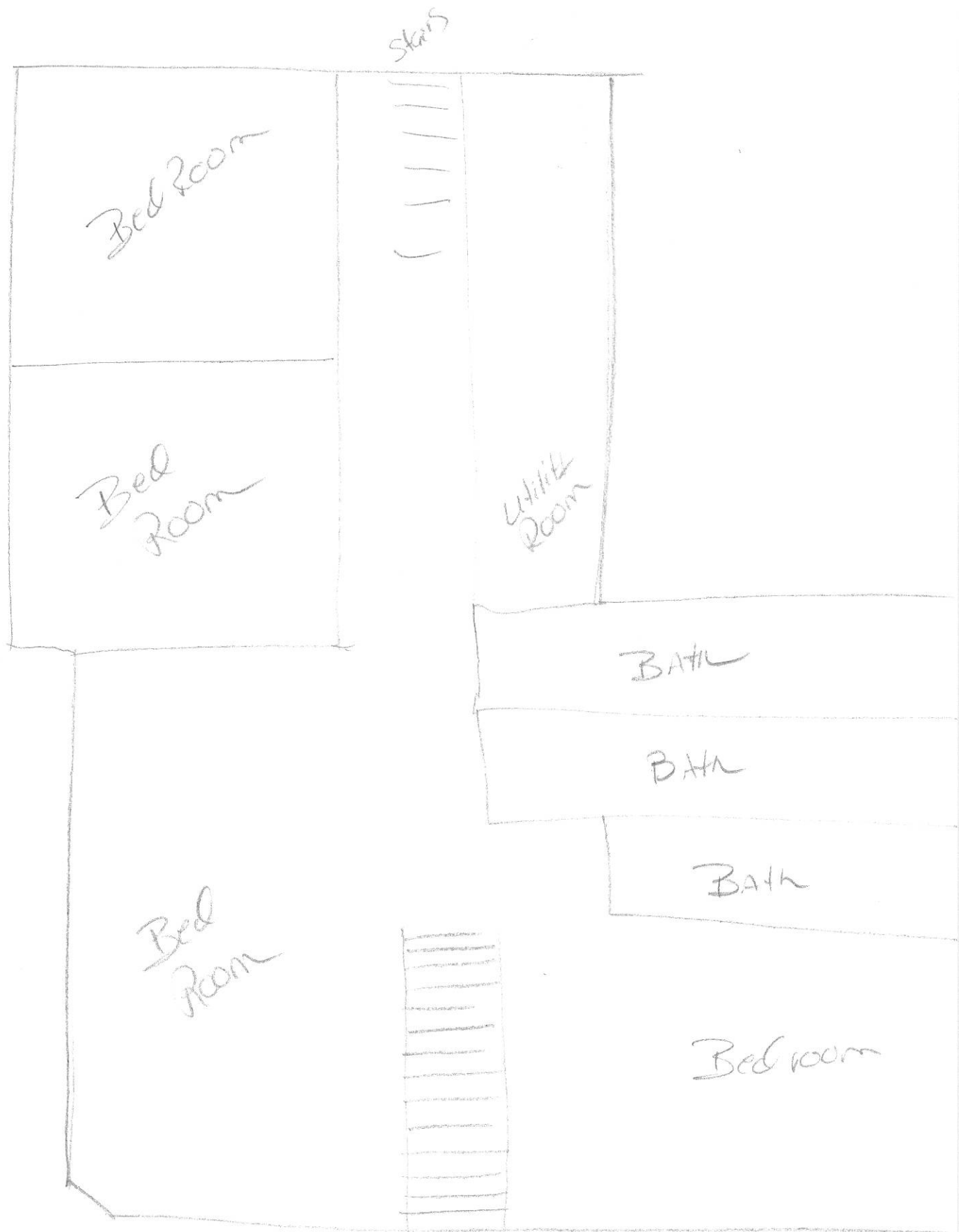
Accepted by Staff: Mark W.

Signature

Case No. _____

PAID





I am proposing to establish a Bed and Breakfast at 827 North Lincoln in Hastings, Ne. This is a lovely Victorian home perfectly suited for a B&B. It is located in a historic part of Hastings known as the fisher fountain tour. There would be two bedrooms, each with their own bath. Also available, a sitting room with TV, a coffee bar and a game room with exercise equipment. I think this would be a great compliment to Hastings.

Joan Shaw

I have visited with the property owner to the north and I have their approval to put a B+B in the property.

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.
The REALTOR® negotiating this Agreement is a member of the Nebraska REALTORS® Association
and as such is governed by its Code of Ethics and Rules and Regulations.



RESIDENTIAL
PURCHASE AGREEMENT

Real Estate Group of Hastings 2215 W 12th Street, Hastings, NE 68901 September 26, 2017
(Firm and address) (date)

Agency Confirmation: The following agency relationship(s) are hereby confirmed for this transaction.

Agent (and license number): Jeanne Rewerts 20030216
of Real Estate Group of Hastings (company)
(license number of designated broker) (402) 984-9217 (agent's cell)

Is the agent of: ☐ Seller exclusively ☒ Buyer exclusively ☐ both the Buyer and Seller (Limited Dual Agent)

Agent (and license number): Darla Bruna
of Home Real Estate (company)
(license number of designated broker) (agent's cell)

Is the agent of: ☒ Seller exclusively ☐ Buyer exclusively ☐ both the Buyer and Seller (Limited Dual Agent)

The undersigned, as Buyer, agrees to purchase the following property on the following terms:

- Address: 827 N Lincoln Ave, Hastings, NE 68901
- Legal Description: E 156' of the S 82', block 6 Alexanders first addition, Adams Co. NE

3. Personal Property. The purchase price includes all fixtures permanently attached to the real estate. The personal property to be included is as follows: refrigerator, dishwasher, garbage disposal, oven/range, microwave oven, ceiling fans, garage door opener and remotes, hot tub

4. Price and Financial Terms. Buyer agrees to pay \$ 190,000.00, on the following terms: an earnest money deposit of \$ 500.00 to be applied to the purchase price is paid herewith as shown by the receipt herein. If paid by check, it will be cashed upon acceptance. The earnest money will be transferred to: ☐ escrow agent or ☒ listing broker. Balance to be paid per the following paragraph(s): B

☐ A. Cash at Closing - No Financing Being Required: Balance of \$ shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within 7 calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller.

☒ B. Contingent Upon Loan: Balance of \$ 189,500.00 shall be paid in cash, or by certified or cashier's check at time of closing, contingent upon Buyer's ability to obtain a loan, to be secured by deed of trust, on above described Property in the amount of \$ TBD. The loan shall be ☐ VA, ☐ FHA, ☒ CONVENTIONAL, ☐ P.M.I., ☐ N.I.F.A., ☐ RURAL DEVELOPMENT OR with terms providing for an initial interest rate not to exceed 6.000 % per annum, plus mortgage insurance, if required, with a term of no less than 30 years. Buyer agrees to make application for the loan within 7 calendar days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. Buyer agrees to pay all loan fees, closing costs and prepaid items required by Lender (subject to paragraph 4C). If the original loan application is denied, the Buyer authorizes and shall instruct the Lender to immediately notify in writing all real estate licensees involved in the transaction. Upon written notice of denial by the lender, this Purchase Agreement shall be void and the earnest money will be refunded to Buyer (subject to paragraph 25) unless Seller and Buyer mutually agree in writing within five (5) calendar days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original Lender. Seller shall have

Seller: [Signature] Buyer: [Signature]
Date: 9/26/17 Date: 09.26.17

the right to cancel this after 60 calendar days from the acceptance of this Agreement, unless they have received either a non-contingent loan commitment or a loan commitment with all contingencies satisfied. In the event of Seller's cancellation, the earnest money (subject to paragraph 25) shall be returned to the Buyer.

☐ C. **Seller Contribution:** At closing, Seller shall pay or reimburse Buyer for the payment of Buyer's loan fees, closing costs, inspection fees and/or prepaid items as allowed by lender up to \$ _____ or _____ % of purchase price.

☐ D. **Contingent Upon Closing:** This offer is Contingent upon Buyer first obtaining the proceeds from the closing of the Buyer's Property located at _____, scheduled to close on _____. If such closing does not occur on or before such date, this offer shall be null and void and the earnest money shall be returned to the Buyer (subject to paragraph 25).

☒ E. **Contingent Upon Sale and Closing:** This offer is contingent upon the sale and closing of Buyer's property located at 12204 W Alexander St. Roseland NE

(See attached _____ Addendum).

☐ F. **Assumption of Existing Loan, Seller Financing or Other Financing Terms.** (See attached _____ Addendum).

5. **Other Provisions.** _____

6. **Title.** Seller agrees to convey marketable title to Buyer by warranty deed or Equal free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing and a title insurance policy insuring good and marketable title.

Title policy shall be: ☒ ALTA basic owner's policy ☐ ALTA expanded coverage

The cost of the title insurance shall be paid as follows:

☒ Title Insurance policy paid by: (select one)	☐ Seller	☐ Buyer	☒ Divided equally
☒ Lenders Policy paid by: (select one)	☐ Seller	☐ Buyer	☒ Divided equally
☒ Endorsements paid by: (select one)	☐ Seller	☐ Buyer	☒ Divided equally

Buyer selects Prairie Title as the title insurance company.

Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 calendar days from the date of the title commitment. If the title defects are not cured within such time frame, the Buyer may declare this Agreement null and void, and be entitled to full return of the earnest money (subject to paragraph 25). Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority not yet assessed. The documentary stamp tax shall be paid by the Seller.

7. **SID Disclosure.** ☐ If checked, the property is located in a Sanitary Improvement District. Buyer understands: i) sanitary and improvement districts are located outside the corporate limits of any municipality; ii) residents of sanitary and improvement districts are not eligible to vote in municipal elections; and, iii) owners of property located within sanitary and improvement districts have limited access to services provided by nearby municipalities until and unless the property is annexed by the municipality. Further disclosures are attached. [] [] (Buyers initial if checked)

8. **Condominium Disclosure.** ☐ If checked, the property is a condominium unit. Buyer acknowledges receipt of the public offering statement or the declaration, the bylaws, the rules or regulations of the association and information required by 76-884 NRS unless such transfer is exempt under 76-878 NRS.

9. **Lead-Based Paint Disclosure.** ☒ If checked, the house upon the property was built prior to 1978. Attached hereto is a statement, disclosure and acknowledgement regarding lead based paint which is incorporated herein by this reference.

10. **Seller Property Condition Disclosure.** Buyer acknowledges receipt of the Seller Property Condition Disclosure Statement dated August 31, 2017.

11. **Condition of Property.** This Agreement is based upon Buyer's personal inspection or investigation of Property and not upon any representation or warranties of condition by Seller or any Agent involved in this transaction. If finished square footage, location of property lines, age, school district, lot size, condition of improvements or any other factor is important to Buyer's decision to purchase, Buyer acknowledges he has been advised to make independent investigation. Buyer agrees to accept Property in its present condition, except as provided in this Agreement.

12. **Inspections.** (check one)

☐ **Buyer Waives All Inspections:** Buyer accepts the property "AS IS". However, Buyer does not waive, release or relinquish any right or claim Buyer may have by reason of any misrepresentation or fraudulent concealment by Seller.

OR

☒ **Contingent Upon Inspection:** This offer is Contingent upon Buyer obtaining proof of insurability and any inspections of the real estate and personal property to be sold. All inspections are at Buyer's expense unless contrary to Paragraph 4C. All requested inspections must be completed by the inspection deadline. Buyer shall have ten (10) calendar days from date of acceptance to complete inspections (inspection deadline). Buyer shall have three (3) calendar days after the inspection deadline, to give written notice to the Seller of any unsatisfactory conditions of the property (notice deadline). Buyer and Seller shall have five (5) calendar days from the notice deadline to resolve any unsatisfactory condition(s) in writing (resolution deadline). If the Buyer fails to give notice by the notice deadline then the Buyer agrees to accept the property "AS IS". However, Buyer does not waive, release or relinquish any right or claim Buyer may have by reason of any misrepresentation or fraudulent concealment by Seller. If Buyer gives notice of unsatisfactory conditions by the notice deadline and Buyer and Seller fail to resolve the unsatisfactory conditions in writing by the resolution deadline then this agreement is null and void.

Inspections may include, but are not limited to, the following: Home, Radon, Well & Septic, Survey, Roof, HVAC, Electrical, Plumbing, Structural, Mold, Flood Plain, Insurability/CLUE, Sex Offender Registry

☒ If checked, Buyer requests a termite and wood destroying insect inspection of the property and all buildings thereon at Buyer's expense. Cost of said inspection to be paid by Seller in the event of a VA Loan. Should evidence of termites or wood destroying insects be found, the property shall be treated at Seller's expense by a commercially licensed applicator who has met the certification requirement of the Nebraska Pesticide Act for treatment of termites and wood destroying insects. If visible evidence of previously treated infestation, which is now inactive, is found, treatment shall not be required. Should damage from such insects be found, the damage shall be corrected at Seller's expense. However, if the cost required for repairs exceeds 1% of the purchase price, either Seller or Buyer may rescind this agreement.

13. **Utilities.** Seller agrees to have the following utilities turned on, if not currently on, for inspections and/or appraisal.

☒ Electric

☒ Gas

☒ Water

☐ Other _____

14. **Access to Property.** Seller shall provide reasonable access to Buyer, Buyer's inspectors or agents to timely fulfill this Agreement and to representatives of Buyer's lender to accommodate financing.

15. **Compliance with Law.** Seller shall comply with all federal, state and local laws applicable to the sale or transfer of the property, including but not limited to installing smoke detectors.

16. **Maintenance/Repairs/Replacements, Cost to Seller.** Seller agrees to maintain the property in its condition on the date hereof until initial delivery of possession which maintenance shall include, but not be limited to: the building, heating, air conditioning, water heater, sewer, plumbing, electrical system, underground sprinkler system, personal property, lawn care and snow removal.

17. **Final Walk Through.** Buyer shall have the right to make a final inspection of the property prior to closing to assure that all conditions of this Agreement have been met.

18. **Responsibility of Insurance and Risk of Loss.** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If prior to closing the structure on the Property is materially damaged, Seller shall immediately notify the Buyer in writing of the damage. Buyer, at Buyer's choice, may: 1) Rescind this Agreement OR 2) Take the property subject to the damage with the Seller paying to the Buyer the insurance proceeds and deductible for the restoration of the property or at a price discounted by the cost of restoration of the premises.

Page 3 of 7

© 2016 Nebraska REALTORS® Association

Seller: DK / RY Buyer: JS

Date: 9/26/17 Date: 09-26-17

Produced with: zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

J Shaw

19. Home Warranty Acknowledgement: Buyer has been advised of the availability of a Home Warranty, and selects the following:

☐ Home warranty accepted and paid by _____
Plan Selected _____; Cost is \$ _____

☒ Home warranty coverage declined by Buyer.

New Construction: New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The BROKER and its AGENTS make no warranties as to the quality of construction or materials.

20. **Real Estate Taxes and Prorations.** Seller shall pay all taxes for the years prior to the year of closing. Taxes for the year of closing together with interest, rents and homeowners' association dues, prepaid utilities and heating fuel, if any, shall be prorated to the date of closing. Taxes shall be prorated based upon the county assessor's valuation at the date of closing and the most recently certified mill levy.

21. **Closing and Possession.** The closing of the sale shall be on the 30th day of October 2017. Possession of Property shall be given upon closing. This Agreement shall in no manner be construed to convey the Property or to give any right of possession.

22. **Escrow Closing.** Buyer and Seller agree that the closing of the sale may be handled by an escrow agent. If so, any broker holding the earnest money or other trust funds is authorized to transfer such items to the escrow agent. All documents and other items received by any broker in connection with the sale shall also be transferred to the escrow agent. After the transfer, a broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow agent will not be required to disburse funds, deliver or record any documents until it has received sufficient certified funds or equivalent and all terms of this Agreement have been satisfied.

Escrow closing charges shall be equally divided between Buyer and Seller. If Buyer's loan is a government-regulated loan, which prohibits Buyer from paying such fees, they shall be paid by Seller.

23. **Compensation.** Buyer agrees to pay selling broker compensation of \$ NA at closing. The compensation will be collected in all cases except (a) if Buyer secures a loan to purchase the Property that does not allow Buyer to pay such compensation or (b) buyer has previously agreed to pay selling broker fixed compensation pursuant an agreement entered into with selling broker. If this compensation is paid by Buyer to selling broker, Seller and Buyer agree that selling broker, which may be the same as the listing broker, may collect compensation from both Seller and Buyer.

24. **Counterparts, E-Mail, and Fax Transmission.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery. The parties agree to confirm delivery by mail or personal delivery of a signed copy to the other party or their agent.

25. **Default, Rescission, Failure of Contingency or Termination.** If Buyer defaults on the performance of this Agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this Agreement is void by failure of contingency or is rescinded or terminated by either party without fault as allowed hereby, each party shall bear their costs and the earnest money shall be refunded to the Buyer.

26. **Do Not Call Provision.** Seller and Buyer authorize telephone, facsimile and other electronic means of contact by individuals on behalf of the Seller's broker and Buyer's broker, if different, as well as other service providers in the transaction.

27. **Addenda.** The attached addenda shall be made a part of the Purchase Agreement. (List Addenda) Contingency
Clauses

(Seller _____ / Buyer JS 19-26-17)

28. **Acceptance Date.** This offer shall expire on September 28, 2017 (date) at 5 o'clock pm, (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless prior to the time of expiration, Seller's written acceptance is delivered to the Buyer's limited agent or their Broker's office or the Buyer.

29. Mediation and Arbitration. ☐ [If checked]

- (a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the brokerage relationship or the construction, interpretation, enforcement, or breach of the terms of this Agreement.
- (b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the Dispute by giving 15 days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within 360 days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Nebraska. Such mediation may be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.
- (c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Nebraska. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbitrator(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within 360 days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within 60 days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbitrator may award attorney's fees to the prevailing party.
- (d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- (e) **Exclusions.** The terms of paragraph 29 shall not apply to:
- (1) Any complaint of violation of the Code of Ethics of the National Association of REALTORS®;
 - (2) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
 - (3) The filing or enforcement of a construction or similar lien.
 - (4) An action filed and held in "Small Claims Court" as defined in Neb. Rev. Stat. 25-2801 to 25-2804, provided, however, any attempt to transfer a matter filed in small claims court to county court shall be subject to paragraph 30.
- (f) **Waiver.** BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

30. Entire Agreement. This document contains the entire Agreement of the parties and supersedes all prior Agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This Agreement may be modified only in writing, signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed. "Buyer" shall be one or more. "Seller" shall be one or more. Whenever required by context, singular shall include the plural, the plural the singular, and one gender shall include all genders. Time is of the essence in this Agreement.

This Counter Offer shall expire _____ (date), at _____ o'clock _____ (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to the Seller's Limited Agent or their Broker's office or the Seller.

If this Counter Offer is accepted, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties.

Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

Seller _____ Date _____ Seller _____ Date _____

☐ accept ☐ reject this Counter Offer _____ (date), at _____ o'clock _____

Buyer _____ Date _____ Buyer _____ Date _____

C: Rejection: The foregoing offer is rejected.

Seller _____ Date _____ Seller _____ Date _____

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.

(Buyer) _____ Date _____ (Buyer) _____ Date _____

Seller acknowledges receipt of executed copy of this Agreement.

X David A. Feltner 9/26/17 X Rebecca Hinkelman 9-26-17
(Seller) Date (Seller) Date

842

838

836

827

823

837

82

109.6

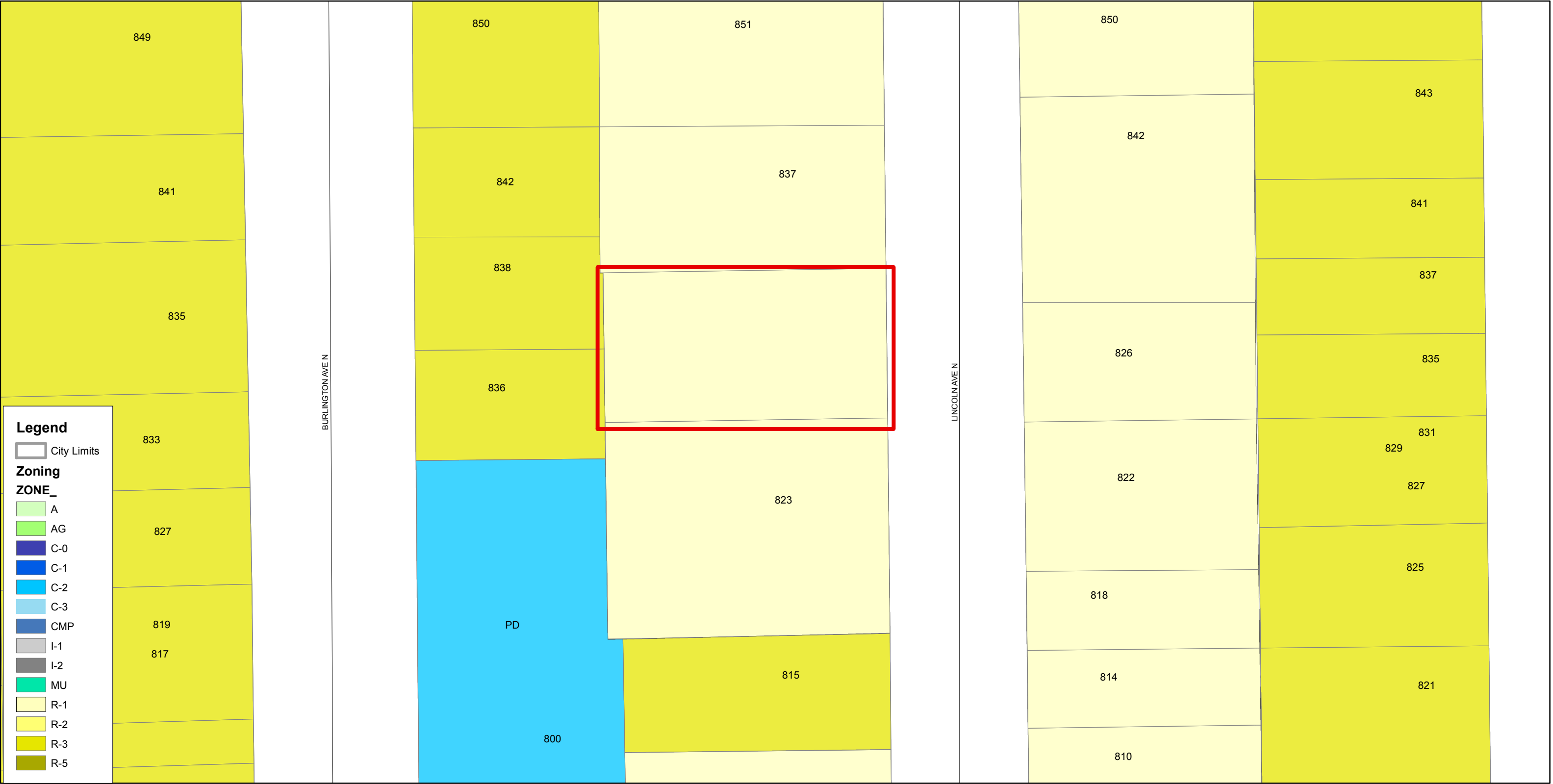
Burlington North Second Sub

164

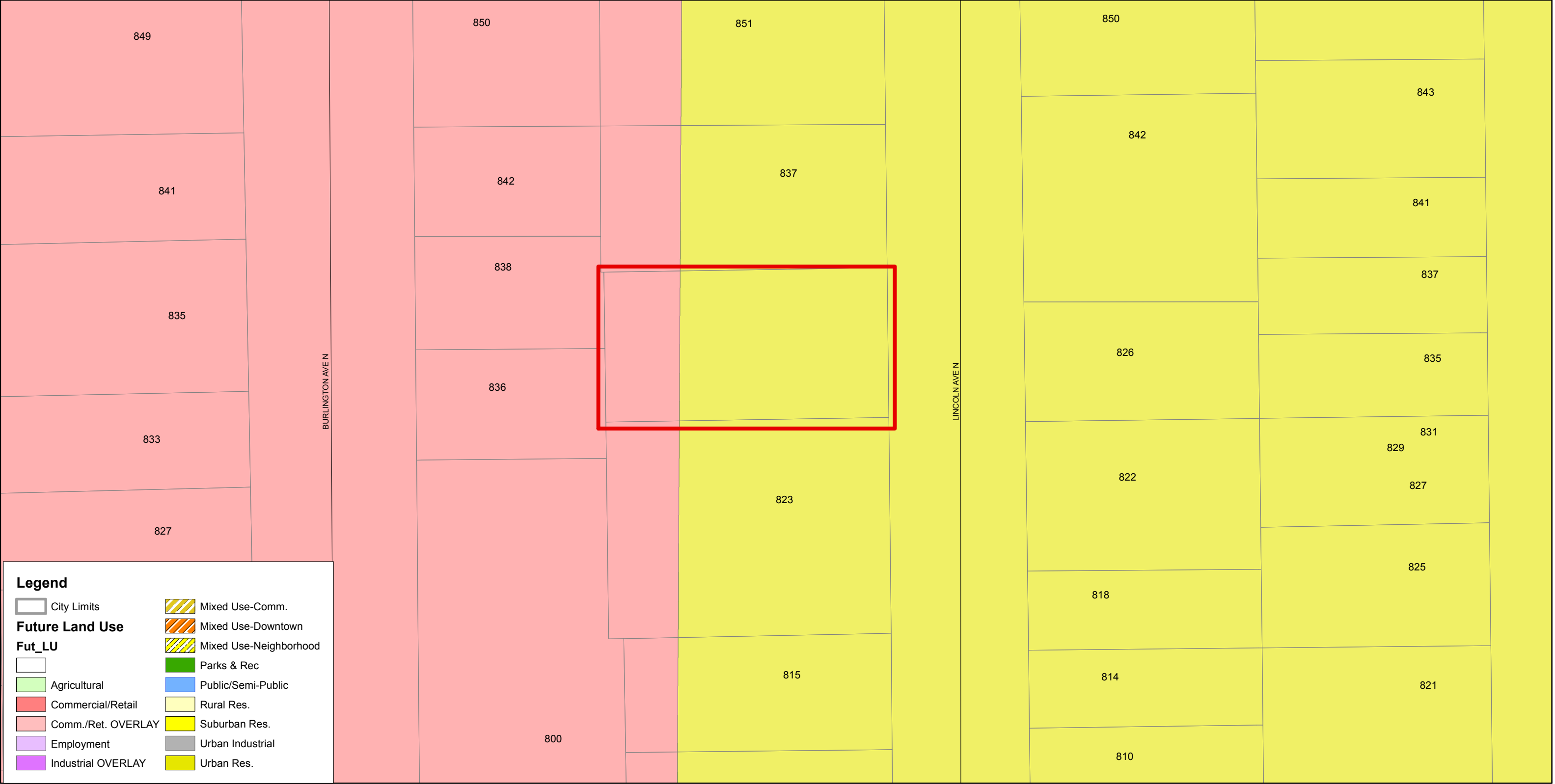
Alexandria Add

156

- Adams County, City of Hastings & Hastings Utilities GIS Mapping



827 Lincoln Zoning Map



827 Lincoln Future Land Use Map



827 Lincoln Aerial Map













City of Hastings
Development Services Department
Real Estate Inspection - Building Findings

Date: 10/02/2017

Reference No.:

REI-B-0000016

Location of Inspection:

827 N. Lincoln

10/02/2017

ME

Real Estate Agent:

Jeanne Rewerts
Real Estate Group
Hastings, NE 68901

Phone Number:

402.984.9217

E-mail:

Owner:

Phone Number:

E-mail:

Building Inspectors Findings:

Install a smoke detector in each bedroom.

Install a smoke detector immediately outside sleeping areas.

Install a smoke detector one on each floor level.

Install a carbon monoxide detector immediately outside of sleeping areas.

Install a carbon monoxide detector on each habitable level.

Bathroom shall have natural (window) or mechanical (fan) ventilation.

Hot water heater pressure relief piping on shall be metal pipe, terminating within 6 inches of the floor.

Window above whirlpool bath shall be safety glass or tempered glass. An approved safety film may be used.

Water heater is older and may be undersized for use as a bed and breakfast.

Post an approved exit plan for each room of the bed and breakfast.

Window at bottom of stair to be safety glass or tempered glass. An approved safety film may be used.

Building Inspectors Signature:

Mark W. Evans

10/02/2017



City of Hastings
Development Services Department
Real Estate Inspection - Electrical Findings

Page 1

Date: 10/02/2017

Reference No.: 17

Location of Inspection:	827 North Lincoln		
Real Estate Agent:	Jeannie	Phone Number:	
		E-mail:	jrewerts52@gmail.com
Owner:		Phone Number:	
		E-mail:	

Electrical Inspectors Findings:

Location:	Issue:	Notes:
Front Entry	Loose Device	Recep on North wall.
Dining Room	Broken Wall Plate	Recep on South wall.
Kitchen	Missing Wall Plate	Screws missing in plate under microwave
Kitchen	GFCI Needed	Within 6' of sink.
Main Floor Bath	Open Wiring Terminations	Open box above counter.
2nd Floor Kitchen	GFCI Needed	Within 6' of sink.
2nd SW Bed	Loose Device	2 Recepts on West wall.
Garage	Wiring Needs Support	Wire needs to be stapled and supported.
Garage	GFCI Needed	1 Recep on South wall is not GFCI protected.
Garage	Wiring Needs Proper Protection	Staples are needed.
Back Porch		GFCI needs replacement WP Cover.
Back Porch	Open Wiring Terminations	By North door for light.
Basement	Ground to Water Service	
Basement	Wiring Needs Support	Need staples throughout
Basement		Recep for water softener not working
Basement	Loose Device	Switch and Recep in West Room
Basement	GFCI Needed	In unfinished areas.
Basement	GFCI Needed	Within 6' of sink.

**City of Hastings
Development Services Department
Real Estate Inspection - Electrical Findings**

Page 2

Date: 10/02/2017

Reference No.:

Invalid Entry

[illegible]

There are a number of 3 wire receptacles in the house with no ground.

[illegible]

Electrical Inspectors Signature:

*****eSigned via SeamlessDocs.com*****

William L. Mooney

*****Key: 17d2d22c0bb26ee47f9c0ark0ac26cd3a*****

10/02/2017

Department: Development Services
Staff Contact: Donald Threewitt
Planning Commission Meeting Date: 10/23/2017
File No: 2017-042
Prepared By: Donald Threewitt, Development Services Director

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing to consider an addition to the City by final plat for Shadow Ridge 7th Addition to the City of Hastings located in the Northwest Quarter (NW1/4) of Section 36, Township 8 North, Range 10 West of the 6th P.M., Adams County, Nebraska containing 9.13 acres more or less.

Names of People/Business affected by this action:

The applicant, the people of Hastings, and the City.

Why Planning Commission action is required:

An addition may become part of the municipality at such time as the addition is approved by the legislative body if (a) after giving notice of the time and place of the hearing, the planning commission and legislative body both hold public hearings, and (b) the legislative body votes to approve the inclusion of the addition and conducts a separate vote to approve the addition.

Type of action requested:

Motion

Suggested motion:

Motion to approve the final plat for Shadow Ridge 7th Addition to the City of Hastings, Adams County, Nebraska.

Deadlines associated with action:

This item is scheduled to be considered at the next regular meeting of City Council on November 13, 2017.

Department head comments:

This final plat is a revision and refinement of a portion of the Shadow Ridge 7th Addition Preliminary Plat which was approved by Planning Commission on August 21, 2017, and City Council on September 11, 2017.

Current Zoning: "A- Agricultural"

Proposed Zoning: "R-1 Residential"

Comp Plan: The future land use designation in Imagine Hastings calls for Suburban Residential.

Surrounding Land Uses are:

North: Adams County Agricultural uses, zoned "A-Agricultural."

South: Agricultural and rural residential uses, zoned "R-1 Single Family Residential;"

East: Developed residential uses, zoned "R-1 Single Family Residential;"

West: Adams County Agricultural uses, zoned "A-Agricultural."

Subdivision Standards: This plat is an Addition to the corporate limits of the city. The applicant has worked with city staff in the overall design and layout, which culminated in this submission. Recommendations from multiple city departments have been incorporated, and all issues have been addressed.

Recommendation:

Staff recommends Planning Commission to approve the final plat for Shadow Ridge 7th Addition to the City of Hastings.

FINAL PLAT

SHADOW RIDGE 7th ADDITION

A 9.13 ACRE ADDITION TO THE CITY OF HASTINGS,
ADAMS COUNTY, NEBRASKA, LOCATED IN THE
NORTHWEST ONE-QUARTER OF SECTION 36, T8N-R10W,
OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA.

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST, THENCE N89°41'41"E (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1322.51 FEET TO THE POINT OF BEGINNING, THENCE N00°18'19"W A DISTANCE OF 761.23 FEET, THENCE S64°00'00"E A DISTANCE OF 159.27 FEET, THENCE N69°24'57"E A DISTANCE OF 81.98 FEET, THENCE S45°13'04"E A DISTANCE OF 690.00 FEET, THENCE N89°41'41"E A DISTANCE OF 38.29 FEET TO THE WEST LINE OF SHADOW RIDGE SUBDIVISION, THENCE S00°08'03"E ALONG AND EXTENDING THROUGH THE WEST LINE OF SAID SHADOW RIDGE SUBDIVISION A DISTANCE OF 230.41 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER, THENCE S89°41'41"W ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 744.44 FEET TO THE POINT OF BEGINNING, CONTAINING 9.13 ACRES MORE OR LESS, AND IS SUBJECT TO ANY EXISTING RIGHT OF WAY OR EASEMENTS OF RECORD.

FLOOD PLAIN NOTE:

NO PORTION OF THE PROPERTY SHOWN ON THIS FINAL PLAT IS LOCATED WITHIN THE 100 YEAR FLOOD HAZARD ZONE "A" ACCORDING TO THE FLOOD HAZARD BOUNDARY MAPS AS PROVIDED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION,, COMMUNITY PANEL NO. 3100010005B.

OWNERS NAME AND ADDRESS:

WESTBROOK VILLAGE L.L.C.
ALAN M. ANDERSON, (MANAGING MEMBER)
MARY K. ANDERSON
701 NORTH SHORE DRIVE
HASTINGS, NE 68901

CURRENTLY ZONED: 05-AGRICULTURAL

PROPOSED USE: R-1 SINGLE FAMILY RESIDENT

OWNERS CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT WESTBROOK VILLAGE, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, AND ALAN M. AND MARY K. ANDERSON HUSBAND AND WIFE, THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED IN THE LEGAL DESCRIPTION HEREIN, HAVE CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "SHADOW RIDGE 7TH ADDITION," AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, AND THAT SAID SURVEYING, SUBDIVIDING, PLATTING AND DESIGNATION WAS DONE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS. BE IT FURTHER KNOWN, THAT SAID OWNERS DO HEREBY DEDICATE ALL STREETS AND EASEMENTS SHOWN ON THE PLAT TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA,

SIGNED THIS _____ DAY OF _____, 2017.

WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON, MANAGING MEMBER

SIGNED THIS _____ DAY OF _____, 2017

ALAN M. ANDERSON

MARY K. ANDERSON

WAIVER:

APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

SIGNED THIS _____ DAY OF _____, 2017.

WESTBROOK VILLAGE, L.L.C.

ALAN M. ANDERSON, MANAGING MEMBER

WAIVER:

APPLICANTS HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES OR THE ALTERATION OF THE SURFACE OF ANY PORTION OF THE STREETS AND ALLEYS TO CONFORM TO SAID GRADES AS ESTABLISHED.

SIGNED THIS _____ DAY OF _____, 2017.

ALAN M. ANDERSON

MARY K. ANDERSON

ACKNOWLEDGEMENT

STATE OF } SS
COUNTY OF }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2017, BY ALAN M. ANDERSON, MANAGING MEMBER OF WESTBROOK VILLAGE, L.L.C., MY COMMISSION EXPIRES THE _____ DAY OF _____.

(SEAL) _____
NOTARY

ACKNOWLEDGEMENT

STATE OF } SS
COUNTY OF }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE _____ DAY OF _____, 2017, BY ALAN M. ANDERSON AND MARY K. ANDERSON HUSBAND AND WIFE, MY COMMISSION EXPIRES THE _____ DAY OF _____.

(SEAL) _____
NOTARY

MAYOR AND CITY COUNCIL ACTION

THIS PLAT OF SHADOW RIDGE 7TH ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, IS HEREBY _____, DATED THIS _____ DAY OF _____, _____.

MAYOR _____ CITY CLERK _____

CITY ENGINEER'S APPROVAL

I, THE UNDERSIGNED, DO HEREBY _____ THIS PLAT OF SHADOW RIDGE 7TH ADDITION, AN ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA.

CITY ENGINEER _____

BALTIMORE AVE.

W 1/4 CORNER
SEC. 36-T8N-R10W
MAG NAIL IN ASPHALT

CORNER TIES:

WEST 1/4 CORNER SEC. 36-T8N-R-10W
FOUND MAG NAIL IN ASPHALT

NW 37.75' FOUND DRILL HOLE TOP N. END C.M.P
SW 32.22' FOUND DRILL HOLE TOP S. END C.M.P
SE 69.61' FOUND MAG NAIL P.P.

30 FOOT WIDE UTILITY, DRAINAGE AND INGRESS-EGRESS EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE SIXTH P.M., ADAMS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF PRAIRIE HILLS SECOND ADDITION TO THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, THENCE N45°13'04"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID PRAIRIE HILLS SECOND ADDITION, A DISTANCE OF 733.68 FEET, THENCE S69°24'57"W A DISTANCE OF 88.31 FEET, THENCE N64°00'00"W A DISTANCE OF 161.19 FEET, THENCE S00°18'19"W A DISTANCE OF 33.47 FEET, THENCE S64°00'00"E A DISTANCE OF 159.27 FEET, THENCE N69°24'57"E A DISTANCE OF 81.98 FEET, THENCE S45°13'04"E A DISTANCE OF 690.00 FEET, THENCE N89°41'41"E A DISTANCE OF 38.29 FEET, THENCE N02°44'48"E A DISTANCE OF 3.88 FEET TO THE POINT OF BEGINNING, CONTAINING 0.66 ACRES MORE OR LESS.

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO TAXES ARE DUE OR DELINQUENT UPON THE PROPERTY IN THE LEGAL DESCRIPTION ON THIS PLAT AS OF THIS _____ DAY OF _____.

ADAMS COUNTY TREASURER _____

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO SPECIAL ASSESSMENTS ARE DELINQUENT UPON THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION ON THIS PLAT.

CITY OF HASTINGS TREASURER _____

CITY PLANNING COMMISSION RECOMMENDATION

THIS PLAT OF SHADOW RIDGE 7TH ADDITION, AN ADDITION IN THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, HAS BEEN SUBMITTED TO AND REVIEWED BY THE CITY PLANNING COMMISSION FOR APPROVAL AND IS HEREBY TRANSMITTED TO THE GOVERNING BODY OF THE CITY OF HASTINGS, ADAMS COUNTY, NEBRASKA, WITH THE RECOMMENDATION THAT SAID PLAT BE _____ AS PROPOSED DATED THIS _____ DAY OF _____.

CHAIRMAN _____

DIRECTOR _____

REGISTER OF DEEDS CERTIFICATE

STATE OF NEBRASKA } SS
COUNTY OF ADAMS }

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE OF ADAMS COUNTY, NEBRASKA DATE: _____ TIME: _____ INSTRUMENT NO.: _____

REGISTER OF DEEDS _____

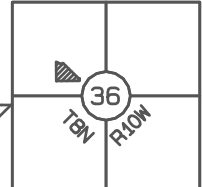


SURVEYOR'S CERTIFICATE:

I, JOSHUA EUGENE GRUMMERT, A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA, DO HEREBY CERTIFY THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION, THIS _____ DAY OF SEPTEMBER, 2017.

JOSHUA E. GRUMMERT | LS-783

VICINITY SKETCH

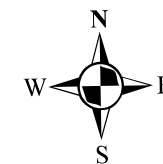
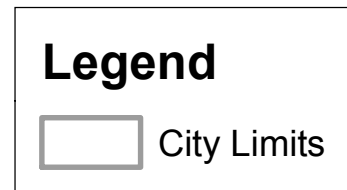
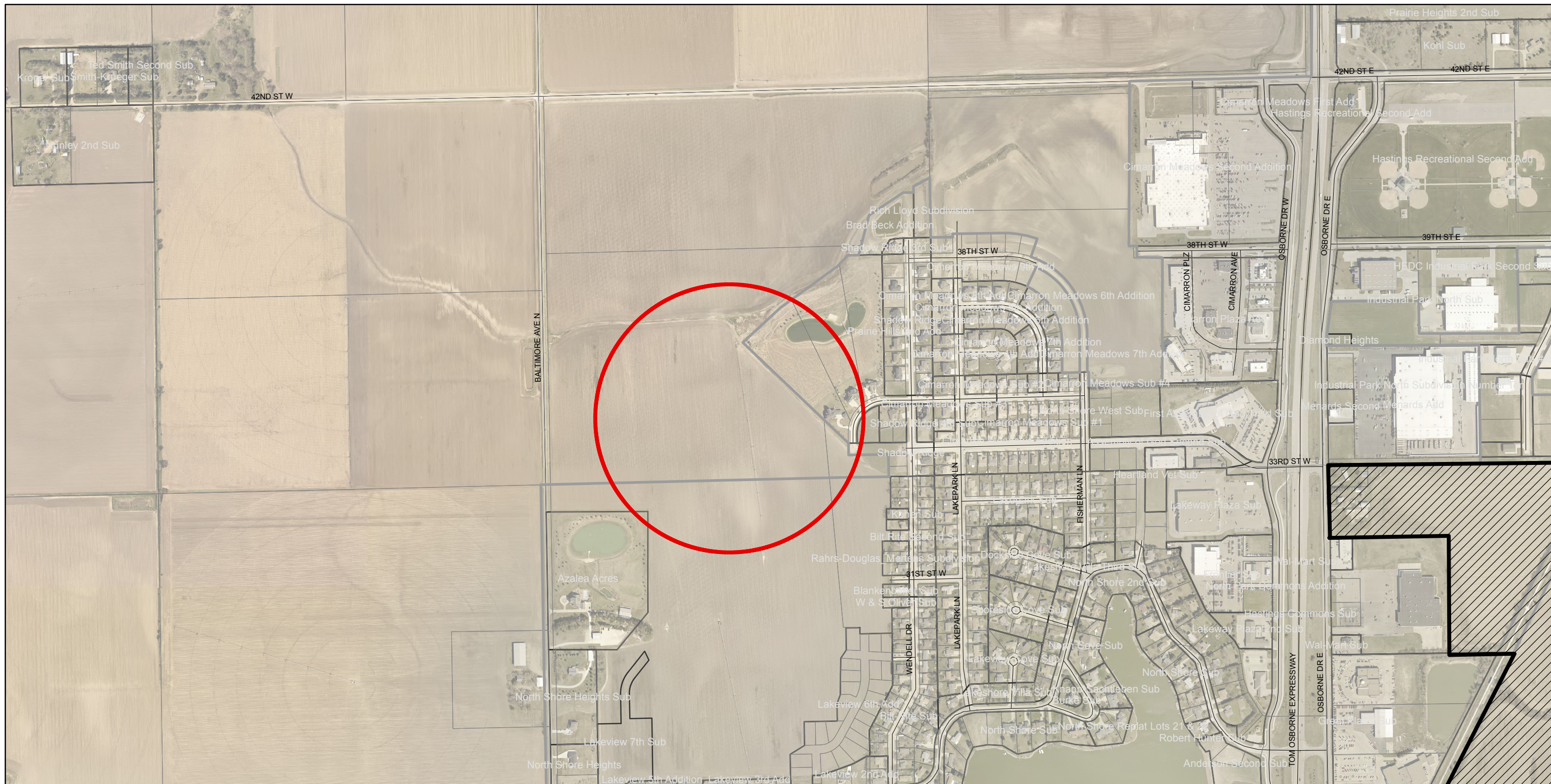


LEGEND :

M-MEASURED DISTANCE
R-RECORD DISTANCE
G-GOVERNMENT DISTANCE
P-PLATTED DISTANCE
D-DEED DISTANCE
● CORNER FOUND
○ TEMPORARY POINT
● SET 1/2" X 24" REBAR WITH LS-783 CAP UNLESS NOTED OTHERWISE

SHEET 1 OF 1
100'
SCALE 1:100

G.P.S. GRUMMERT PROFESSIONAL SERVICES, LLC
PO BOX 37, 501 N. FORBES AVE, KENESAW, NE 68856
WEBSITE: WWW.GRUMMERTSURVEYING.COM
PHONE 402-879-5701 EMAIL: jngummert@yahoo.com



Department: Development Services
Staff Contact: Donald Threewitt
Planning Commission Meeting Date: 10/23/2017
File No: 2017-038
Prepared By: Donald Threewitt, Development Services Director

AGENDA ITEM SUMMARY SHEET

Description of Item:

Public hearing on the request of Alan M. Anderson for Ordinance No. 4529, a zoning change from "A-Agricultural" to "R-1 Single-family Residential" for Shadow Ridge 7th Addition to the City of Hastings, Adams County, Nebraska, and an adjacent unplatted parcel comprising 0.93 acres located in the Northwest Quarter of Section 36, Township 8 North, Range 10 West of the 6th P.M., Adams County, Nebraska.

Names of People/Business affected by this action:

The applicant, the people of Hastings, and the City.

Why Planning Commission action is required:

Amendments to the zoning map shall be heard by the Planning Commission, who will then submit a recommendation to the City Council for action.

Type of action requested:

Ordinance

Suggested motion:

Motion to recommend approval for a zoning change from "A-Agricultural" to "R-1 Single-family Residential" for Shadow Ridge 7th Addition and said adjacent parcel.

Deadlines associated with action:

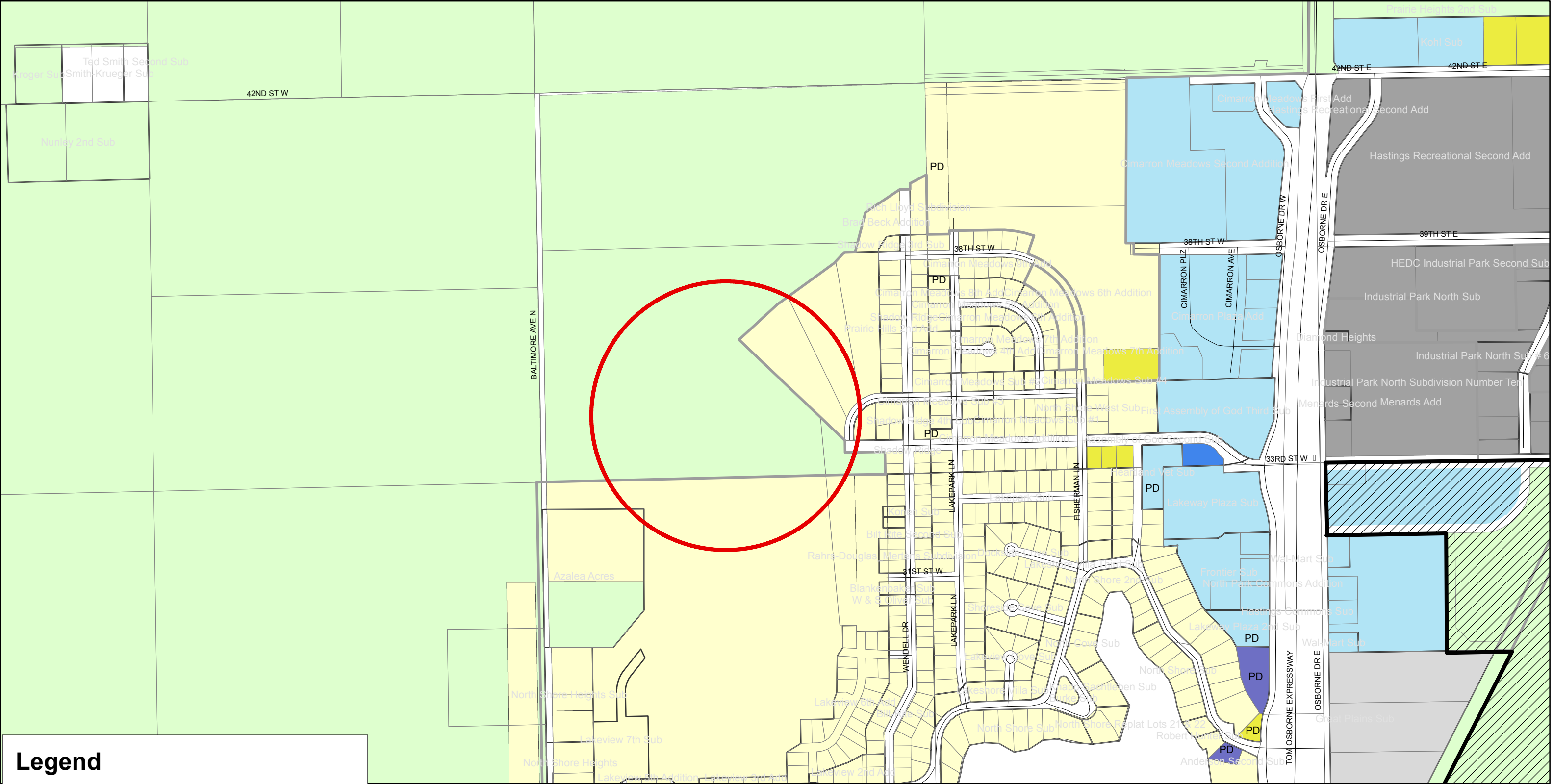
This item is scheduled to be heard at the next regular meeting of City Council on November 13, 2017.

Department head comments:

This is a zoning change request associated with the Shadow Ridge 7th Addition, and includes an adjacent unplatted parcel west of Shadow Ridge Subdivision in order to maintain consistency in the zoning districts. The future land use plan calls for "Suburban Residential" and the proposed "R-1 Single-family Residential" zoning conforms to adjacent development in the area.

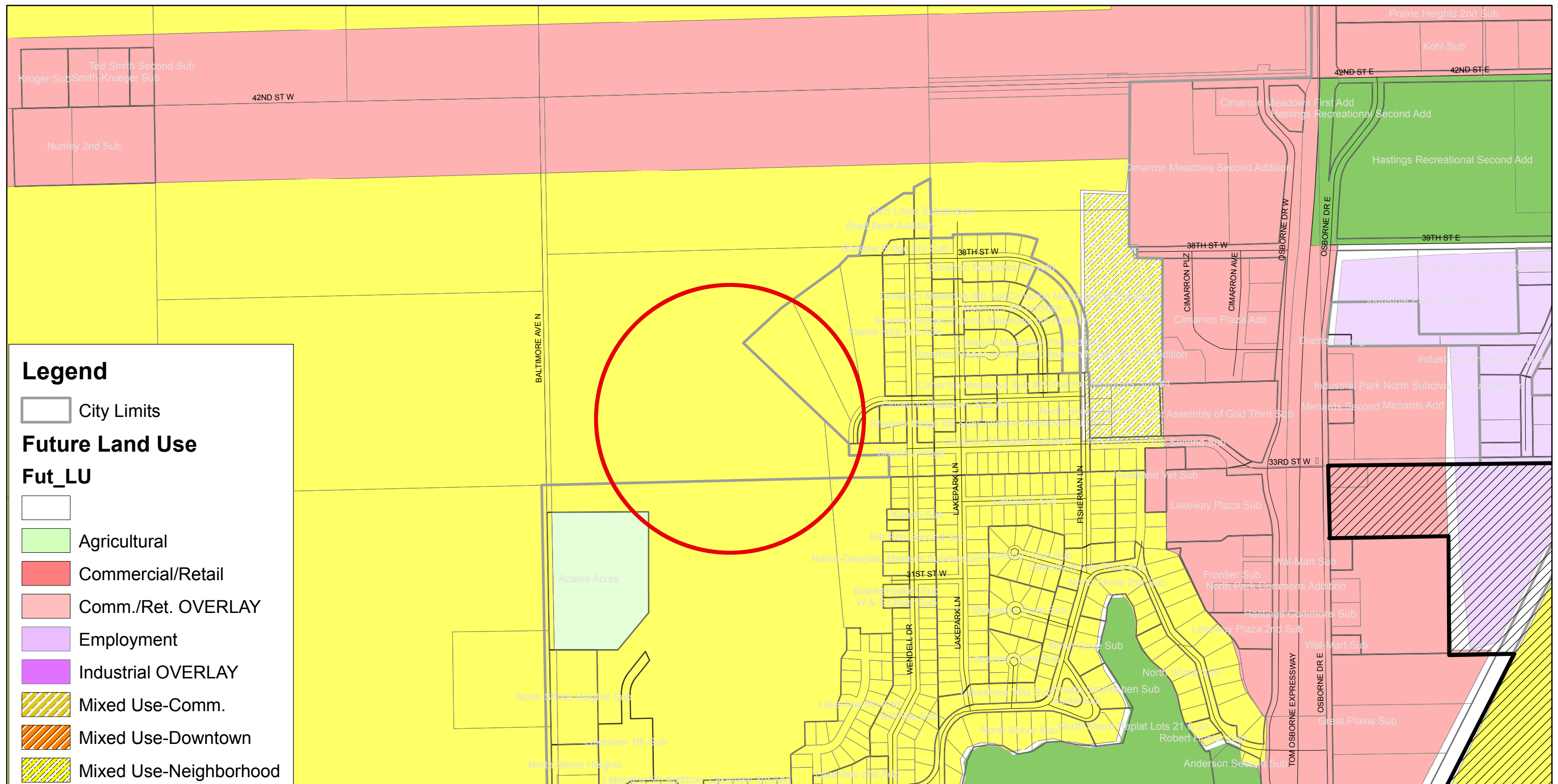
Recommendation:

Staff supports an affirmative recommendation for Ordinance No. 4529, a zoning change for Shadow Ridge 7th Addition and the adjacent parcel.



Shadow Ridge 7th Addition
Zoning Map





Shadow Ridge 7th Addition Future Land Use Map

