

DRAFT

**RESOLUTION NO. R25-63**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A MINOR SUBDIVISION OF THE N1/2 OF THE NE1/4 OF THE NW1/4 OF SECTION 18, T17N, R1E, TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS "ZEBAC ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA".

WHEREAS, Zachary S. Biermann, is the Authorized Representative of the real estate more particularly described as follows:

A Minor Subdivision of the N1/2 of the NE1/4 of the NW1/4 of Section 18, T17N, R1E, to the City of Columbus, Platte County, Nebraska;

all of which is presently within the corporate city limits and is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said owner has laid out said land into lots with appropriate easement areas under the name ZEBAC Addition to the City of Columbus, Platte County, Nebraska (the "Subdivision"); and

WHEREAS, said owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing any and all lots and easements belonging to the Subdivision, all as provided by law, a copy of which plat is attached hereto (the "Minor Plat"); and

WHEREAS, said owner has executed an instrument of dedication to the public easement areas to the use and benefit of the public, all as provided by law, said instrument being attached to the Minor Plat; and

WHEREAS, the Minor Plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and Deed of Dedication in no way changes the present zoning classification of the area included therein; and

WHEREAS, the Minor Plat referred to herein is the plat bearing the certificate of Thomas A. Tremel, registered land surveyor, under the date of June 25, 2024; and

WHEREAS, the Planning Commission recommended acceptance of the Deed of Dedication on April 14, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Deed of Dedication for ZEBAC Addition to the City of Columbus, Platte County, Nebraska, a minor subdivision of N1/2 of the NE1/4 of the NW1/4 of Section 18, T17N, R1E, to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



Accountability - Dedication  
Honesty - Integrity - Respect

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## MEMORANDUM

**DATE:** April 9, 2025  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Richard J. Bogus, City Engineer  
**RE:** ZEBAC Addition – Resolution and Deed of Dedication

**RECOMMENDATION:**

I recommend the approval of the Resolution and Deed of Dedication of ZEBAC Addition.

**DISCUSSION:**

The ZEBAC Addition is a minor plat. However, due to the needed dedication of public right-of-way and access easement, a recommendation on the Resolution and Deed of Dedication is required by the Planning Commission and subsequent approval by the City Council. The minor plat will be approved and signed administratively upon City Council approval.

**FISCAL IMPACT:**

None

**ALTERNATIVE:**

Do not approve

**CONCURRENCE:**

By: Andrew J. Woelke

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

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Once Recorded Return Document To:

Katherine E. Sharp, #26626

Jarecki Sharp & Petersen P.C., L.L.O.

P.O. Box 106 | 525 W. State Street

Albion, NE 68620

## DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That ZEBAC, LLC, is the owner of the following described real estate:

A tract of land situated in the N1/2 NE1/4 NW1/4 of Section 18, T17N, R1E of the 6th P.M., Platte County, Nebraska, said tract being more particularly described as follows: Commencing at the Northwest corner of said N1/2 NE1/4 NW1/4 of Section 18, T17N, R1E; thence N 90° E (assumed) on the North line of Section 18, T17N, R1E, a distance of 276 ft. to the True Point of Beginning; thence continuing N 90° E, a distance of 274.19 ft.; thence S 26° E, a distance of 119.5 ft.; thence S 52°55' E, a distance of 83.9 ft.; thence S 90° E, a distance of 70.6 ft.; thence S 1°14'45" E, a distance of 503.20 ft.; thence S 89°59'57" W, a distance of 739.48 ft.; thence N 1°00'09" W, a distance of 503.39 ft.; thence N 90° E, a distance of 276.0 ft.; thence N 1°00'09" W, a distance of 157.8 ft. to the True Point of Beginning;


And has caused the above-described real estate to be laid out into lots, blocks, streets and easement areas belonging to such Addition, under the name of ZEBAC Addition, a minor subdivision to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing the lots, blocks, streets and easements belonging to such addition, a plat of which bearing date of June 25, 2024, and certified by Thomas A. Tremel, registered land surveyor, is attached hereto.

Said owner hereby dedicates the "Dedicated R-O-W" and easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as "Access Easement".

Said owner and dedicator covenants and agrees with the City of Columbus to lay, at owners expense, and in accordance with specifications acceptable to the City Water and Sanitary Sewer Department,

and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets and avenues, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, the Grantor named herein has executed these presents this 26 day of December, 2024.


  
\_\_\_\_\_  
Zachary S. Beiermann, Authorized  
Representative of ZEBAC, LLC, Owner

STATE OF NEBRASKA

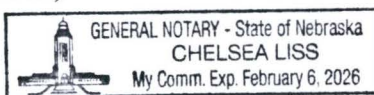
: ss.

COUNTY OF PLATTE

On this 26 day of December, 2024, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Zachary S. Beiermann, Authorized Representative of ZEBAC, LLC, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed, for and on behalf of ZEBAC, LLC.

  
\_\_\_\_\_  
Notary Public

(SEAL)



Return to:  
Jarecki Sharp & Petersen P.C., L.L.O.  
PO Box 106  
Albion, NE 68638

### **Access Easement**

This Access Easement is made and entered into this 26 day of December, 2024, by and between ZEBAC, LLC (hereinafter "Grantor", whether one or more), a Nebraska limited liability company, and the City of Columbus, Nebraska (hereinafter "Grantee", whether one or more), a Nebraska municipality.

WHEREAS, Grantor is seized of an estate in fee simple, free from encumbrances, of a parcel of land (hereinafter the "Servient Property") described in Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, Grantee is seized in fee simple of a parcel of land (hereinafter the "Dominant Property") described in Exhibit B attached hereto and incorporated by reference herein;

WHEREAS, Grantee desires to secure a means of ingress and egress over the Servient Property for the benefit of the Dominant Property, including the creation of a public street covering said Access Area and the dedication thereof by the Grantor upon development of the Servient Property.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, received from Grantee, the parties agree as follows:

1. Definitions: For the purposes of this Agreement:
  - a. "Access Area" means property described in Exhibit C attached hereto and incorporated herein by reference;
  - b. "Parties" means Grantor and Grantee, collectively;
  - c. "Party" means Grantor or Grantee;

- d. "Permittees" means the tenants or occupants of the Dominant Property or Servient Property and the respective employees, agents, contractors, customers, guests, invitees, and licensees of the Parties and/or such tenants or occupants of the property; and
  - e. "Successors" means the heirs, personal and legal representatives, successors, and assigns of a Party.
- 2. Easement Grant: Grantor hereby grants, conveys, and establishes for the benefit of the Dominant Property a perpetual easement (hereinafter the "Easement") of ingress and egress on, over, and across the Servient Property within the Access Area for the passage of motor and other vehicles and pedestrians and animals to and from the Dominant Property over the Access Area.
- 3. Non-Exclusive Easement: The Easement and the rights and privileges granted herein are not exclusive. However, Grantor covenants that Grantor will not use the Access Area for any purpose that would infringe upon the rights Grantee enjoys under the Easement or the use of the Access Area as a private or public road.
- 4. Warranties: Grantor and Grantor's Successors are and shall be bound to warrant and forever defend the Easement and the rights conveyed herein to Grantee and Grantee's Successors against every person claiming all or any part of an interest in the Servient Property.
- 5. Barriers: Grantor shall not block the Access Area within any barrier, fence, or other obstruction, park vehicles or other personal property in the Access Area, or allow Grantor's Permittees to park thereon.
- 6. Obstructions: Grantor shall keep the Access Area clear of obstructions and shall not otherwise impede or interfere with Grantee's reasonable use of the Easement.
- 7. Right to Repair and Improve: Grantee shall have the right, but not the obligation, to upgrade, maintain, repair, or improve any roadway across the Access Area. If Grantee upgrades, maintains, repairs, or improves any roadway, Grantee shall have the right to use so much of the surface of the Servient Property as may be reasonably necessary to construct or repair the roadway, but in no event shall Grantee extract any part of the surface or subsurface of the Servient Property outside of the Access Area.
- 8. Written Agreement: The Easement may not be amended except by a writing signed by the owners of the Servient Property and the Dominant Property.
- 9. Legal and Equitable Relief: In the event of a breach or a threatened breach by any Party or any of their respective Permittees (hereinafter the "Defaulting Party") of any of the terms, covenants, restrictions, or conditions hereof, the other Party (hereinafter the "Curing Party") shall be entitled forthwith to full and adequate relief by injunction and/or



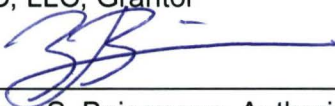
all such other available legal and equitable remedies against the Defaulting Party from the consequences of such breach, including payments of any amounts due and/or specific performance, subject to the notice and cure provisions of the following Section.

10. Self-Help: In addition to all other remedies available at law or in equity, upon the failure of the Defaulting Party to cure a breach of this Agreement within 30 days following written notice thereof by the Curing Party, the Curing Party shall have the right to cure such breach on behalf of the Defaulting Party and shall be reimbursed by the Defaulting Party upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of the Access Area, the Curing Party may immediately cure the same on behalf of the Defaulting Party without notice and shall be reimbursed by the Defaulting Party upon demand for the reasonable cost thereof.
11. Remedies Cumulative: The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
12. No Termination for Breach: No breach hereunder shall entitle either Party to cancel, rescind, or otherwise terminate the Easement.
13. Covenants to Run with Land: It is intended that the provisions of the Easement shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the respective Parties and their Successors.
14. Severability. Each provision of this Agreement and the application thereof to the Servient Property and the Dominant Property are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.
15. Complete Agreement: This Agreement contains the complete understanding and agreement of the Parties with respect to all matters referred to herein, and all prior representations, negotiations, and understanding are superseded hereby.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date and year first written above.

ZBAC, LLC, Grantor

BY:

  
Zachary S. Beiermann, Authorized Representative of  
ZEBAC, LLC, Grantor



~~CITY OF COLUMBUS, NEBRASKA, Grantee~~

BY: \_\_\_\_\_

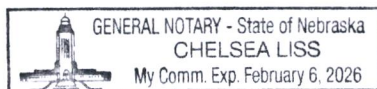
~~James Bulkley, Mayor~~

~~Tara Vasicek, City Administrator~~

STATE OF NEBRASKA )

COUNTY OF Platte ) ss.

The foregoing instrument was acknowledged before me on this 20 day of December, 2024, by Zachary S. Beiermann, authorized representative of ZEBAC, LLC, Grantor.



Chelsea Liss

Notary Public

~~STATE OF NEBRASKA~~ )

~~ss.~~

~~COUNTY OF~~ )

~~The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by James Bulkley, Mayor of the City of Columbus, Nebraska, Grantee.~~

~~Tara Vasicek, City Administrator~~

~~Notary Public~~

APPROVED AS TO FORM

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

[Signature]  
City Attorney

CITY OF COLUMBUS, NEBRASKA, Grantee

BY: \_\_\_\_\_  
Tara Vasicek, City Administrator

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tara Vasicek, City Administrator of the City of Columbus, Nebraska, Grantee.

\_\_\_\_\_  
Notary Public

**Exhibit A**  
Servient Property

A tract of land situated in the N1/2 NE1/4 NW1/4 of Section 18, T17N, R1E of the 6th P.M., Platte County, Nebraska, said tract being more particularly described as follows: Commencing at the Northwest corner of said N1/2 NE1/4 NW1/4 of Section 18, T17N, R1E; thence N 90° E (assumed) on the North line of Section 18, T17N, R1E, a distance of 276 ft. to the True Point of Beginning; thence continuing N 90° E, a distance of 274.19 ft.; thence S 26° E, a distance of 119.5 ft.; thence S 52°55' E, a distance of 83.9 ft.; thence S 90° E, a distance of 70.6 ft.; thence S 1°14'45" E, a distance of 503.20 ft.; thence S 89°59'57" W, a distance of 739.48 ft.; thence N 1°00'09" W, a distance of 503.39 ft.; thence N 90° E, a distance of 276.0 ft.; thence N 1°00'09" W, a distance of 157.8 ft. to the True Point of Beginning.

**Exhibit B**  
Dominant Property

A 33 ft. strip of land located in the N1/2 of the NE1/4 of the NW1/4 of Section 18, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: referring to the Northeast corner of said N1/2 NE1/4 NW1/4; thence N 89°02'24" W, 1053.21 ft. on the North line of said N1/2 NE1/4 NW1/4 to the point of beginning; thence S 00°03'11" E, 33.01 ft. to the South right-of-way line of 38th Street; thence N 89°02'24" W, 289.76 ft. on the South right-of-way line of said street; thence N 25°15'21" W, 36.78 ft. to the North line of said N1/2 NE1/4 NW1/4; thence N 89°02'24" W, 274.10 ft. on the North line of said N1/2 NE1/4 NW1/4 to the point of beginning, containing 0.21 acres more or less.

**Exhibit C**  
Access Area

A 60 ft. strip of land located in Lot 2, ZEBAC Addition to the City of Columbus, Platte County, Nebraska, more particularly described as follows: beginning at the Northwest corner of said lot; thence S 89°02'24" E, 60.00 ft. on the North line of said lot; thence S 00°03'11" E, 124.82 ft.; thence N 89°02'24" W, 60.00 ft.; thence N 00°03'11" W, 124.82 ft. to the point of beginning.

Please return to:  
Katherine E. Sharp  
Jarecki Sharp & Petersen, PC LLO  
PO Box 106  
Albion, NE 68620  
Ph: (402) 395-1010  
Email: [katie@jsplawpc.com](mailto:katie@jsplawpc.com)

## **ZEBAC ADDITION**

### **DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **ZEBAC, LLC** (hereinafter referred to as "Subdivider") and the **CITY OF COLUMBUS**, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

#### **WITNESSETH**

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as ZEBAC ADDITION, a minor subdivision to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Subdivision") within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider wishes to record a minor plat of the Addition within the City's zoning and platting jurisdiction; and

WHEREAS, the Addition is zoned for residential use with an existing residence located on the plot.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:



The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

"Property benefited" shall mean property within the Addition (Exhibit "A"), which will comprise 0.43 acres of property.

#### SECTION I

Subdivider and City covenant that no improvements are necessary for this Addition, but that any public improvements to the Subdivision shall be installed and provided by Subdivider at Subdivider's expense.

#### SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

#### SECTION III

Subdivider and City hereby covenant that:

A. The Addition is served by existing utilities and does not require the extension of streets, utilities, or public improvements.

B. Each lot resulting from the subdivision procedure fully conforms to all requirements of the zoning district that pertains to the lots, and each lot is developable according to the site development regulations of the zoning ordinance.

C. No part of the parcel has been the subject of a previous Minor Subdivision or Minor Subdivision approval.

#### SECTION IV

All buildings built in the Addition, shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, in the extent possible.

SECTION V

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Subdivision.

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:


ATTEST:

CITY OF COLUMBUS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
~~MAYOR~~ Date  
City Administrator

APPROVED AS TO FORM

  
CITY ATTORNEY

ZEBAC, LLC,  
SUBDIVIDER

By  3/7/2025  
Authorized Member Date

STATE OF Missouri )

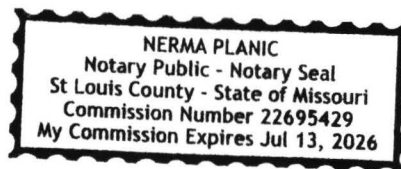
COUNTY OF Saint Louis ) ss.

On this 07 day of March, 2025, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Zachary Beiermann, as the authorized member of ZEBAC, LLC, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed as the authorized member of said limited liability company.

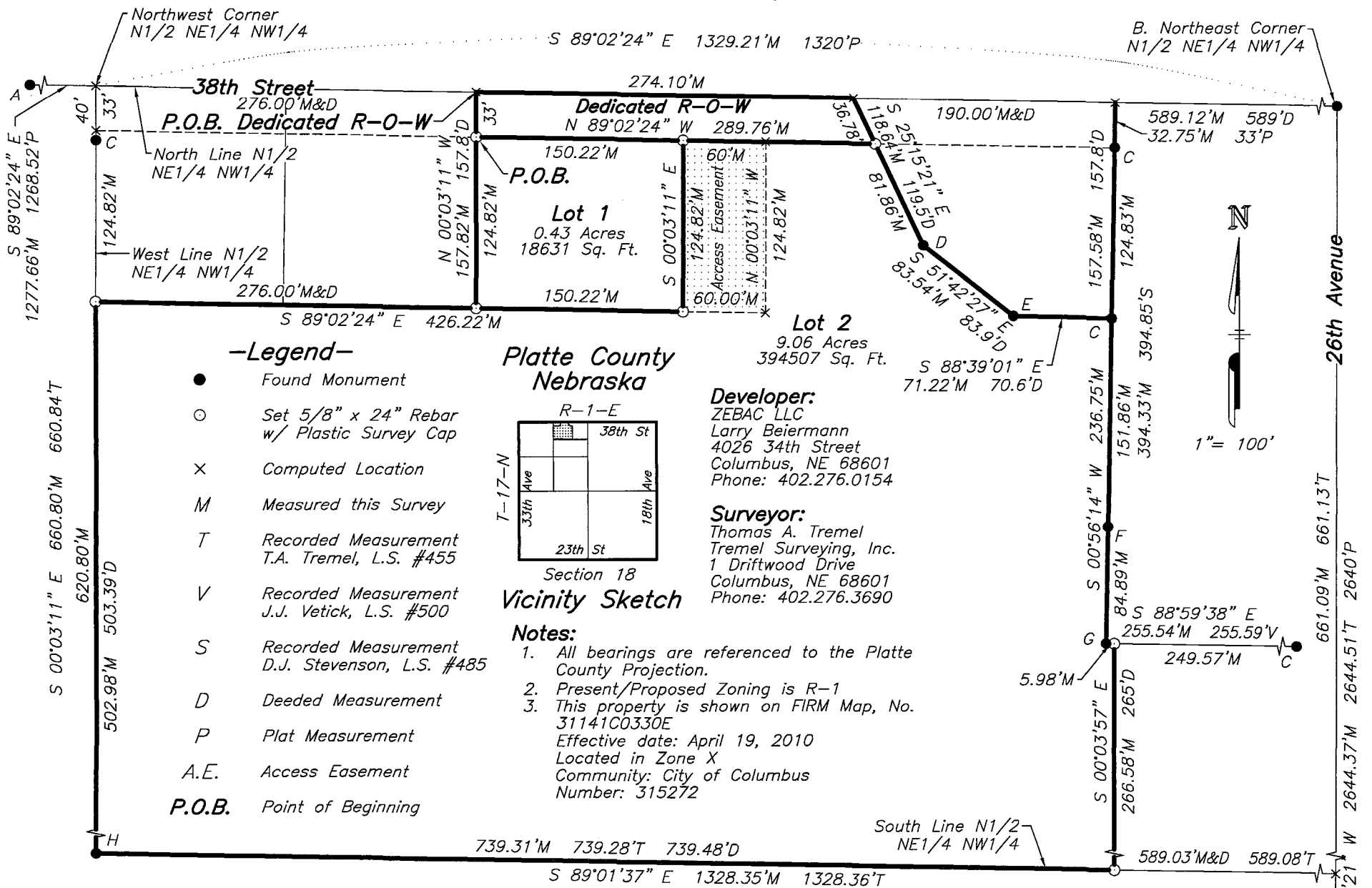
Witness my hand and Notarial Seal the day and year last above written.

*Nerma Planic*  
Notary Public

(My commission expires: July 13, 2026)



**ZEBAC Addition, a Minor Subdivision of**  
**The N1/2 of the NE1/4 of the NW1/4 of Section 18,**  
**T17N, R1E, Platte County, Nebraska**



**Deed Description:**

A tract of land situated in the N1/2 NE1/4 NW1/4 of Section 18, T17N, R1E of the 6th P.M., Platte County, Nebraska, said tract being more particularly described as follows: Commencing at the Northwest corner of said N1/2 NE1/4 NW1/4 of Section 18, T17N, R1E; thence N 90° E (assumed) on the North line of Section 18, T17N, R1E, a distance of 276 ft. to the True Point of Beginning; thence continuing N 90° E, a distance of 274.19 ft.; thence S 26° E, a distance of 119.5 ft.; thence S 52°55' E, a distance of 83.9 ft.; thence S 90° E, a distance of 70.6 ft.; thence S 1°14'45" E, a distance of 503.20 ft.; thence S 89°59'57" W, a distance of 739.48 ft.; thence N 1°00'09" W, a distance of 503.39 ft.; thence N 90° E, a distance of 276.0 ft.; thence N 1°00'09" W, a distance of 157.8 ft. to the True Point of Beginning.

**Survey Description:**

A tract of land located in the N1/2 of the NE1/4 of the NW1/4 of Section 18, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: referring to the Northwest corner of said N1/2 NE1/4 NW1/4; thence S 89°02'24" E, 276.00 ft. on the North line of said N1/2 NE1/4 NW1/4; thence S 00°03'11" E, 33.01 ft. to the point of beginning; thence S 89°02'24" E, 289.76 ft. on the South right-of-way line of 38th Street; thence S 25°15'21" E, 81.86 ft.; thence S 51°42'27" E, 83.54 ft.; thence S 88°39'01" E, 71.22 ft.; thence S 00°56'14" W, 236.75 ft.; thence S 88°59'38" E, 5.98 ft.; thence S 00°03'57" E, 266.58 ft. to the South line of said N1/2 NE1/4 NW1/4; thence N 89°01'37" W, 739.32 ft. on the South line of said N1/2 NE1/4 NW1/4 to the West line of said N1/2 NE1/4 NW1/4; thence N 00°03'11" W, 502.98 ft. on the West line of said N1/2 NE1/4 NW1/4; thence S 89°02'24" E, 276.00 ft.; thence N 00°03'11" W, 124.82 ft. to the point of beginning, containing 9.06 acres more or less.

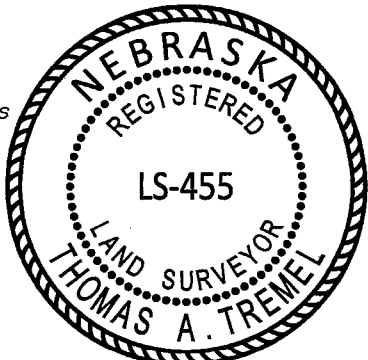
**Dedicated Right-of-Way Description:**

A 33 ft. strip of land located in the N1/2 of the NE1/4 of the NW1/4 of Section 18, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows: referring to the Northeast corner of said N1/2 NE1/4 NW1/4; thence N 89°02'24" W, 1053.21 ft. on the North line of said N1/2 NE1/4 NW1/4 to the point of beginning; thence S 00°03'11" E, 33.01 ft. to the South right-of-way line of 38th Street; thence N 89°02'24" W, 289.76 ft. on the South right-of-way line of said street; thence N 25°15'21" W, 36.78 ft. to the North line of said N1/2 NE1/4 NW1/4; thence N 89°02'24" W, 274.10 ft. on the North line of said N1/2 NE1/4 NW1/4 to the point of beginning, containing 0.21 acres more or less.

**Surveyor's Statement:**

I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this subdivision was surveyed as per state law under my direct supervision and is correct to the best of my knowledge and belief.

Thomas A. Tremel, L.S. #455  
June 25, 2024



**City of Columbus Approval:**

This Plat of ZEBAC Addition, a Minor Subdivision of the N1/2 of the NE1/4 of the NW1/4, Section 18, T17N, R1E of the 6th P.M., Platte County, Nebraska, approved by the City of Columbus.

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

This survey was done at the request of Larry Beiermann, Columbus, Nebraska.

City Administrator

City Clerk

**ZEBAC SUBD., A MINOR SUBD.**  
**N1/2 NE1/4 NW1/4 SECTION 18,**  
**T17N, R1E, PLATTE COUNTY, NE**

TMT	TMT	11/17/2023
DRAWN	SURVEYED	DATE



No. 1 Driftwood Drive - Columbus, NE 68601  
Phone (402) 563-4589 - Fax (402) 563-3922