

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LANCASTER COUNTY, NEBRASKA

IN THE MATTER OF AN APPLICATION FOR)
A TEMPORARY ADDITION TO CLASS IK)
LIQUOR LICENSE FOR PRAIRIE PLATE) RESOLUTION R-20-0040
RESTAURANT LLC LOCATED AT 10405)
BRANCHED OAK ROAD, WAVERLY,)
LANCASTER COUNTY, NEBRASKA)

WHEREAS, Neb. Rev. Stat. § 53-134 (2016 Supp.), provides, in part, that:

The local governing body of any city or village with respect to licenses within its corporate limits and the local governing body of any county with respect to licenses not within the corporate limits of any city or village but within the county shall have the following powers, functions, and duties with respect to retail, craft brewery, microdistillery, and entertainment district licenses . . . (7) Upon receipt from the commission of the notice and copy of application as provided in section 53-131, to fix a time and place for a hearing at which the local governing body shall receive evidence, either orally or by affidavit from the applicant and any other person, bearing upon the propriety of the issuance of a license. Notice of the time and place of such hearing shall be published in a legal newspaper in or of general circulation in such city, village, or county one time not less than seven and not more than fourteen days before the time of the hearing. Such notice shall include, but not be limited to, a statement that all persons desiring to give evidence before the local governing body in support of or in protest against the issuance of such license may do so at the time of the hearing. Such hearing shall be held not more than forty-five days after the date of receipt of the notice from the commission, and after such hearing the local governing body shall cause to be recorded in the minute record of their proceedings a resolution recommending either issuance or refusal of such license. The clerk of such city, village, or county shall mail to the commission by first-class mail, postage prepaid, a copy of the resolution which shall state the cost of the published notice, except that failure to comply with this provision shall not void any license issued by the commission. If the commission refuses to issue such a license, the cost of publication of notice shall be paid by the commission from the security for costs.

WHEREAS, on or about July 22, 3030, the Lancaster County Clerk received from the

Nebraska Liquor Control Commission (NLCC) notice and a copy of the Application of Prairie Plate Restaurant LLC, for a temporary addition to their Class IK liquor license (#106669) for Prairie Plate Restaurant, LLC, 10405 Branched Oak Rd, Waverly, Lancaster County, Nebraska;

WHEREAS, the Nebraska Liquor Control Commission has advised it will accept temporary additions to existing licensed premises during the COVID-19 State of Emergency in an effort to help businesses negatively impacted by the capacity limitations the applicable Directed Health Measures require;

WHEREAS, for the temporary addition, the NLCC requires the following:

1. The licensee shall file the application for addition using Form 110, attached hereto and incorporated by this reference;
2. Since these additions are temporary in nature the NLCC rule that the fence be permanent is waived. However, the area must still be contained and confined in such a way that the service area is clear and unambiguous and allow adequate control over the area by the licensee. Such diagram is attached hereto and incorporated by this reference; and
3. The temporary addition will only be in effect during the COVID-19 State of Emergency and for as long as the State's Directed Health Measure effect the capacity of the premises through the requirements of social distancing. Therefore, the licensed applicant shall also file a deletion of area on Form 112 at the same time, attached hereto and incorporated by this reference;

WHEREAS, Prairie Plate Restaurant, LLC has temporarily added approximately an additional 50-foot by 156-foot area to the current Class IK liquor license (#106669);

WHEREAS, the deletion will become effective on the date specified by the State's

Directed Health Measure that lifts mandated social distancing and allows full capacity. The processing fee of \$45.00 for the deletion is waived;

WHEREAS, pursuant to the requirements of Neb. Rev. Stat. § 53-134, the Board of County Commissioners of Lancaster County set a time and place for a public hearing on said application, and published in the Lincoln Journal Star, notice of said public hearing as required by law;

WHEREAS, within forty-five days of receipt of said application from the Nebraska Liquor Control Commission, a public hearing was held on August 4, 2020; and

WHEREAS on August 4, 2020, the County Board voted to recommend APPROVAL of said Application;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lancaster County, Nebraska, that pursuant to the provisions of Neb. Rev. Stat. § 53-134, it should and hereby does recommend to the Nebraska Liquor Control Commission that said application be APPROVED for the above stated location;

AND, BE IT FURTHER RESOLVED, that the Lancaster County Clerk is hereby directed to mail a copy of this Resolution to the Nebraska Liquor Control Commission by United States First Class Mail, postage prepaid, this 4th day of August, 2020.

DATED this 4th day of August, 2020.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

Deb Shorr
Rich V. St
Christie Spakum

AMUNDSON ABSENT

[Signature]

APPROVED AS TO FORM
this 4th day of
August, 2020.

[Signature]
Deputy County Attorney
for PATRICK CONDON
Lancaster County Attorney

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Application:

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 106669 CLASS TYPE IK

LICENSEE NAME Prairie Plate Restaurant LLC

TRADE NAME Prairie Plate Restaurant LLC

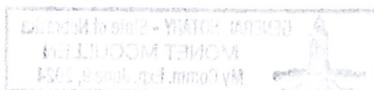
PREMISE ADDRESS 10405 Branched Oak Rd

CITY Waverly ZIP CODE 68028 COUNTY Lancaster

CONTACT PERSON Renee Cornett

PHONE NUMBER OF CONTACT PERSON 402-630-1414 or 402-786-2239

EMAIL ADDRESS OF CONTACT PERSON renee@prairieplaterestaurant.com



1. What is being added?
Explain the type of addition that is being requested, i.e. beer garden, adding to building

Request addition of outdoor space adjacent to licensed premises.

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:
✓ existing licensed area with length & width in feet
✓ area to be added with length & width in feet
✓ direction north

4. If adding an outdoor area explain:

✓ type of fencing SNOW FENCE
✓ height of fence 52"
✓ length & width of outdoor area in feet see attached map irregular approx 40' x 156'

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.

Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Renee Cornett
Signature of Licensee or Officer

State of Nebraska
County of Lancaster
July 22, 2020
Date

The foregoing instrument was acknowledged before me this
Renee Cornett
by name of person acknowledged (individual(s) signing document)

Monet McCullen
Notary Public signature

Affix Seal
GENERAL NOTARY - State of Nebraska
MONET MCCULLEN
My Comm. Exp. June 9, 2024

10905 Branched Oak Rd
Waverly, NE 68462

Lake

Lake Shoreline

156'

22'

52" tall
SNOW FENCE

Rock Garden

EGRESS
SIDEWALK

Proposed outdoor area
(IRREGULAR SHAPE)
~ 50 X 156'

52" tall
SNOW FENCE

PARKING
LOT

Patio

18'

23'

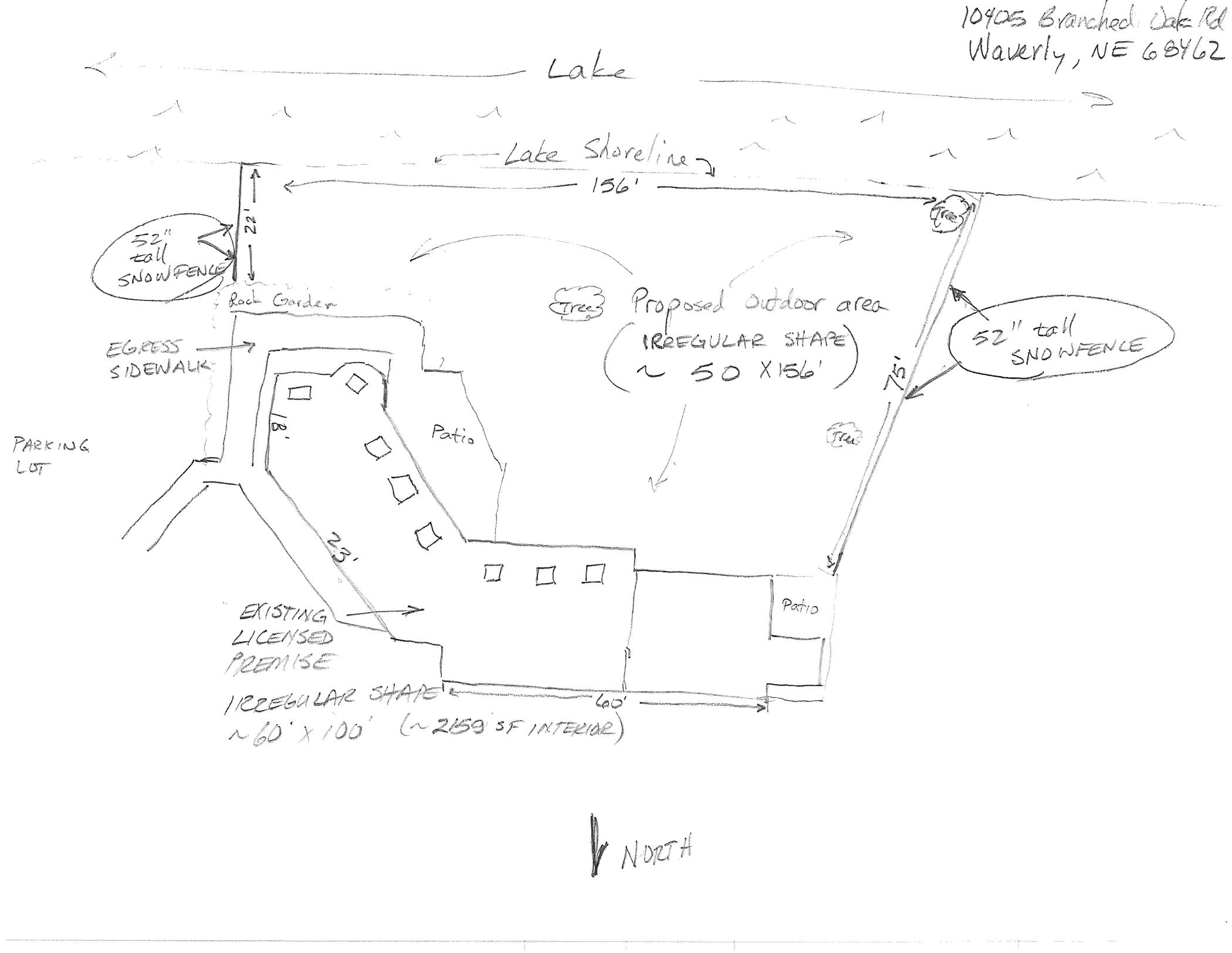
EXISTING
LICENSED
PREMISE

IRREGULAR SHAPE
~ 60' X 100' (~ 2159 SF INTERIOR)

Patio

60'

NORTH



Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective March 1, 2014, by and between Lakehouse Farm LLC ("Landlord") and Prairie Plate Restaurant LLC ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 10405 Branched Oak Road, Waverly, NE 68462 and legally described as follows (the "Building"): S36, T12, R7, 6TH PRINCIPAL MERIDIAN, LOT 24 NW Landlord makes available for lease a portion of the Building designated as the Restaurant (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning March 1, 2019 and ending April 30, 2021. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of one year. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$14,400.00 per year, payable in installments of \$1,200.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 10405 Branched Oak Rd. Waverly, NE 68462 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall not pay to Landlord a "Security Deposit".

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$14,400.00 per year payable in installments of \$1,200.00 per month.

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased

Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's

agents and employees.

13. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

14. Damage and Destruction.

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public

authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

No security deposit is required.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

 Lakehouse Farm, LLC
 10405 Branched Oak Rd.
 Waverly, NE 68462
 402-768-2239 info@lakehousefarm.com

If to Tenant to:

 Prairie Plate Restaurant LLC
 10405 Branched Oak Rd.
 Waverly, NE 68462
 402-786-2239 info@prairieplaterestaurant.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Brokers.

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

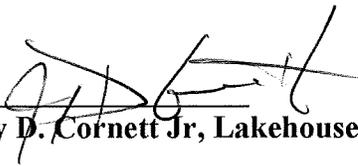
28. Compliance with Law.

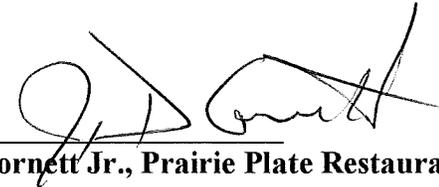
Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.


Jerry D. Cornett Jr, Lakehouse Farm LLC


Jerry D. Cornett Jr., Prairie Plate Restaurant LLC


Renee R. Cornett, Lakehouse Farm LLC


Renee R. Cornett, Prairie Plate Restaurant LLC

**APPLICATION FOR DELETION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Application:

- **Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include simple hand drawn sketch showing existing licensed area and area to be deleted, must include outside dimensions in feet (not square feet), and show direction north.
NO BLUE PRINTS**
- **May include approval from the local governing body; no deletion shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for deletion**

LIQUOR LICENSE # 106669 CLASS TYPE IK

LICENSEE NAME Prairie Plate Restaurant LLC

TRADE NAME Prairie Plate Restaurant LLC

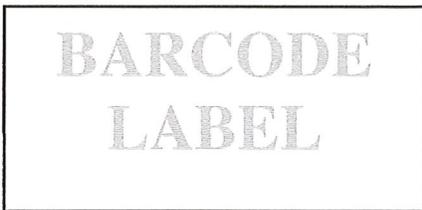
PREMISE ADDRESS 10405 Branched Oak Rd

CITY Waverly ZIP CODE 68462 COUNTY Lancaster

CONTACT PERSON Renee Cornett

PHONE NUMBER OF CONTACT PERSON 402-630-1414 (c) or 402-786-2239

EMAIL ADDRESS OF CONTACT PERSON renee@PrairiePlateRestaurant.com



1. **What is being deleted?**
Explain why this area is being removed from licensed description

End of Directed Health Measures

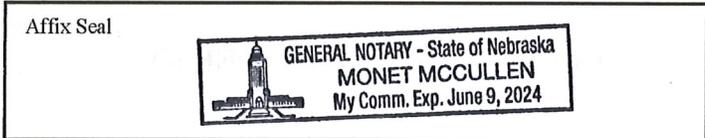
2. **Include a sketch of the area to be deleted showing:**
- ✓ existing licensed area with length & width in feet
 - ✓ area to be deleted with length & width in feet
 - ✓ direction north

**I acknowledge under oath that the premises as altered to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129**

Renee R Cornett
Signature of Licensee or Officer

State of Nebraska
County of Lancaster The foregoing instrument was acknowledged before me this
August 7, 2020 by Renee Cornett
Date name of person acknowledged (individual(s) signing document)

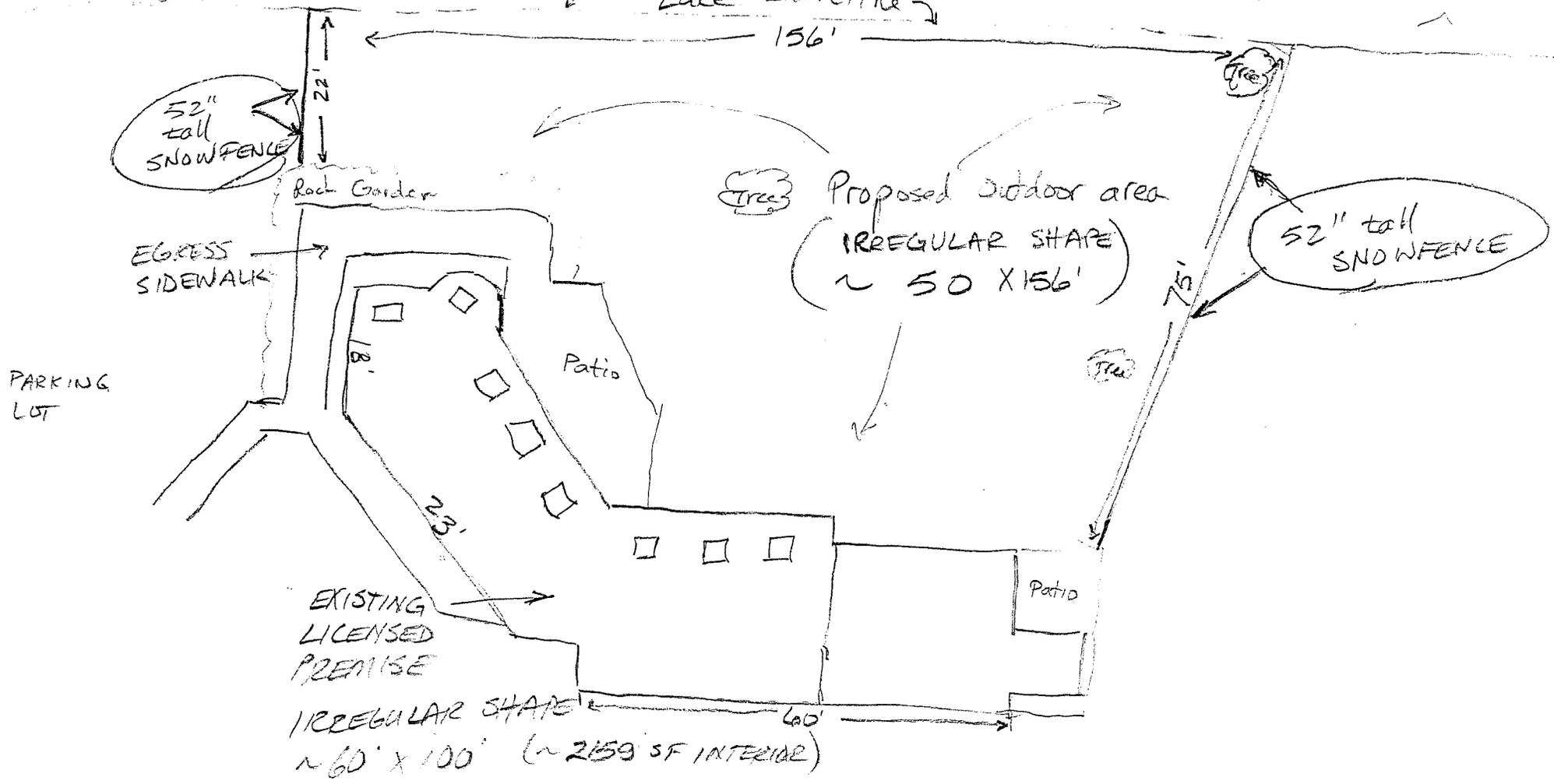
Monet McCullen
Notary Public signature



10405 Branched Lake Rd
Waverly, NE 68461

Lake

Lake Shoreline
156'



PARKING LOT

EGRESS SIDEWALK

Rock Garden

Proposed outdoor area
(IRREGULAR SHAPE)
~ 50 X 156'

52" tall SNOW FENCE

EXISTING LICENSED PREMISE
IRREGULAR SHAPE
~ 60' X 100' (~ 2159 SF INTERIOR)

Patio

Patio

↓ NORTH

Monet J. McCullen

From: Tom J. Cajka
Sent: Thursday, July 23, 2020 9:57 AM
To: Monet J. McCullen
Subject: RE: Temporary Addition/Deletion - Prairie Plate Restaurant

Planning does not object to the addition or deletion.

From: Monet J. McCullen
Sent: Thursday, July 23, 2020 8:53 AM
To: Amy L. Shandera <AShandera@lancaster.ne.gov>; Barbi M. Loschen <bloschen@lancaster.ne.gov>; David A. Derbin <DDerbin@lancaster.ne.gov>; David R. Cary <dcary@lincoln.ne.gov>; Eric Hanson <ehanson@lancaster.ne.gov>; Greg R. Topil <gtopil@lincoln.ne.gov>; Jenifer T. Holloway <JHolloway@lancaster.ne.gov>; Josh D. Clark <JClark@lancaster.ne.gov>; Justin L. Daniel <jdaniel@lincoln.ne.gov>; Karen L. Wilson <KWilson@lancaster.ne.gov>; Larry L. Legg <LLegg@lancaster.ne.gov>; Melissa S. Slade <MSlade@lincoln.ne.gov>; Robert K. Simmering <RSimmering@lincoln.ne.gov>; Steve S. Henrichsen <shenrichsen@lincoln.ne.gov>; Terry A. Kathe <tkathe@lincoln.ne.gov>; Tom J. Cajka <tcajka@lincoln.ne.gov>
Subject: Temporary Addition/Deletion - Prairie Plate Restaurant

All,

The Liquor Control Commission (LCC) is now allowing licensed premises to apply for a temporary addition to their liquor license while the State has imposed its directed health measures (DHM). The LCC also needs to have a deletion form on file to be able to remove the temporary addition once the DHM is lifted.

Prairie Plate Restaurant's liquor license currently only cover the interior of the building. The temporary addition is to extend their liquor license to their outdoor patio. I have attached the addition application that also includes a map of the area. The deletion request is also attached with the map for your review.

Please have recommendation returned to me by Wednesday, July 29, 2020. When you provide recommendations please specify your recommendations for both the addition and the deletion.

Thank you,



Monét McCullen
Lancaster County Clerk's Office
555 South 10th Street
Lincoln, NE 68508
402-441-7485

Office of the Sheriff Lancaster County

Terry T. Wagner
Sheriff

Todd J. Duncan
Chief Deputy

575 S. 10th Street, Lincoln, Nebraska 68508-2869
Phone (402) 441-6500 Fax (402) 441-8320



July 23, 2020

Ms. Monet McCullen
Lancaster County Clerk's Office
County-City Building
Lincoln, NE 68508

Re: Temporary addition to Prairie Plate Restaurant liquor license, #106669, reference the new directed health measure.

Dear Ms. McCullen:

This letter is regarding an addition to the current liquor license, #106669, held by Prairie Plate Restaurant LLC, 10405 Branched Oak Road, Raymond, Lancaster County, Nebraska. The addition is reference the new directed health measure imposed by the state of Nebraska.

In examining the application submitted by Rene Cornett with Prairie Plate Restaurant, they are requesting to temporarily extend their liquor license to the outdoor patio area located on their property. Also included in the application is the deletion application for deletion once the directed health measure is lifted. The Lancaster County Sheriff's Office finds no statutory reason to recommend denial of this application.

Sincerely,

Terry T. Wagner, Sheriff

Amy Shandera, Sergeant

Monet J. McCullen

From: Karen L. Wilson
Sent: Wednesday, July 29, 2020 11:32 AM
To: Monet J. McCullen
Cc: Larry L. Legg; Pamela L. Dingman
Subject: FW: Temporary Addition/Deletion - Prairie Plate Restaurant
Attachments: Addition.pdf; Deletion.pdf

Monet,

Regarding Liquor License #106669 – Prairie Plate Restaurant LLC, 10405 Branched Oak Rd, requesting addition of outdoor space adjacent to licensed premises:

Upon review, this office has no direct objections to this submittal, subject to no parking allowed along adjacent County Roads and meeting the requirements of the Special Permit.

Regarding the deletion of Liquor License #106669 – Prairie Plate Restaurant LLC, 10405 Branched Oak Rd:

Upon review, this office has no direct objections to this submittal.

Thank you,

Karen Wilson, P.E.

Lancaster County Engineering
402.441.8334

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Sent: Thursday, July 23, 2020 8:53 AM
To: Amy L. Shandera <AShandera@lancaster.ne.gov>; Barbi M. Loschen <bloschen@lancaster.ne.gov>; David A. Derbin <DDerbin@lancaster.ne.gov>; David R. Cary <dcary@lincoln.ne.gov>; Eric Hanson <ehanson@lancaster.ne.gov>; Greg R. Topil <gtopil@lincoln.ne.gov>; Jenifer T. Holloway <JHolloway@lancaster.ne.gov>; Josh D. Clark <JClark@lancaster.ne.gov>; Justin L. Daniel <jdaniel@lincoln.ne.gov>; Karen L. Wilson <KWilson@lancaster.ne.gov>; Larry L. Legg <LLegg@lancaster.ne.gov>; Melissa S. Slade <MSlade@lincoln.ne.gov>; Robert K. Simmering <RSimmering@lincoln.ne.gov>; Steve S. Henrichsen <shenrichsen@lincoln.ne.gov>; Terry A. Kathe <tkathe@lincoln.ne.gov>; Tom J. Cajka <tcajka@lincoln.ne.gov>
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