

RESOLUTION NO. R26-90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOTS 2 AND 3 OF SAND BAR SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, A MINOR SUBDIVISION OF LOT 2, BLOCK C, SAND SUBDIVISION, PLATTE COUNTY, NEBRASKA, CONTAINING 3.69 ACRES MORE OR LESS; HEREINAFTER TO BE KNOWN AS HALLS CULLIGAN SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF; AND APPROVING AND ACCEPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND LIFE IS GOLDEN, LLC A NEBRASKA LIMITED LIABILITY COMPANY, AND CRH, LIMITED COMPANY, A KANSAS LIMITED LIABILITY COMPANY, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF SAID OWNER/SUBDIVIDER WITH RESPECT TO SAID ADDITION AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION.

WHEREAS, CRH, Limited Company, is the Owner of real estate and Life is Golden, LLC are the collective Subdividers described as follows:

Lots 2 and 3 of Sand Bar Subdivision to the City of Columbus, Platte County, Nebraska, a Minor Subdivision of Lot 2, Block C, Sand Subdivision, Platte County, Nebraska, containing 3.69 acres more or less of the 6th P.M., 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/Subdivider has laid out said land into lots with appropriate utility, access, and drainage easements areas under the name of Halls Culligan Subdivision, to the City of Columbus, Platte County, Nebraska; and

WHEREAS, said Owner/Subdivider has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, blocks, streets and avenues and easement areas belonging to such Subdivision, all as provided by law, a copy of which plat is attached hereto; and

WHEREAS, said Owner/Subdivider has executed an instrument of dedication of the public ways and utilities easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat; and

WHEREAS, said 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 plat referred to herein is the plat bearing the certificate of Thomas A. Tremel, Registered Land Surveyor, under the date of June 12, 2026, which plat has been heretofore a recommendation made by the City of Columbus Planning Commission; and

WHEREAS, said Owner/Subdivider has agreed to pay all costs necessary to extend water and sewer service lines to serve said Subdivision and to pay all costs for laying such water and sewer service lines associated with the Subdivision to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it; and

WHEREAS, said Owner/Subdivider agree to not object to the East 12 Avenue and East 23 Street Frontage Road concrete paving, storm sewer, sidewalk, and street lighting as it will be required when a Street, Stormwater, Sidewalk or related improvement or extension districts is created. Owner/Subdivider, their successors and assigns, including all subsequent owners of property within the Subdivision or Area to be Developed, agree to be responsible for the installation and payment of all such improvements and further agree to not object to the creation of any improvement or extension districts, and agree to be responsible for any special assessments for any lots with in the Subdivision or Area to be Developed levied on or arising out of said improvement or extension districts according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it; and

WHEREAS, said proposed subdivision and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Platte County School District No. 001, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska, have been duly notified of the hearings called for the purpose of approving the final plat; and

WHEREAS, after public hearing, the Planning Commission made a recommendation of the plat of Halls Culligan Subdivision, to the City of Columbus, Nebraska; and

WHEREAS, a Development Agreement has been prepared for the Subdivision setting forth in the agreement between the City of Columbus and the developer, including duties and responsibilities of the developer and lot owners, said agreement is attached hereto marked **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, the Mayor and City Council have held the required public hearing on the approval of the Final Plat of said Subdivision and following such public hearing, and having heard all persons appearing at such hearing, approved said Final Plat.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Halls Culligan Subdivision, to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted, and the plat thereof be and the same hereby is approved as provided by law, and that the Mayor and Clerk be and hereby are authorized and instructed to endorse such approval on said original plat, and that the Halls Culligan Subdivision Development Agreement attached hereto as **Exhibit "A"** is hereby approved and accepted and the Mayor and City Clerk are hereby authorized to sign the same.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Once Recorded Return Document To: Clark J. Grant, 1354 27th Ave., Suite 109 Columbus, NE 68601.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That CRH, Limited Company, is the Owner of real estate and Life is Golden, LLC, collectively are the Subdividers of the following described real estate:

Lots 2 and 3 of Sand Bar Subdivision to the City of Columbus, Platte County, Nebraska, a Minor Subdivision of Lot 2, Block C, Sand Subdivision, Platte County, Nebraska, containing 3.69 acres more or less.

Said Owner/Subdivider has caused the above described real estate to be laid out into lots, blocks, streets, and avenues with appropriate utility and drainage easements under the name Hall Culligan Subdivision to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots, streets, avenues, and easements belonging to said Subdivision, a plat of which bearing the date of June 12, 2026, and certified by Thomas A. Tremel, RLS #455 is attached hereto.

Said Owner/Subdivider hereby dedicates the 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 easements.

Said Owner/Subdivider covenants and agrees with the City of Columbus to construct and lay, at Owner's/Subdivider's 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 service lines to adequately serve such platted area according to city standards and specifications, and to deliver the same to the City without cost to it.

Said Owner/Subdivider agree to not object to the East 12 Avenue and East 23 Street Frontage

Road concrete paving, storm sewer, sidewalk, and street lighting as it will be required when a Street, Stormwater, Sidewalk or related improvement or extension districts is created. Subdivider/Owner, their successors and assigns, including all subsequent owners of property within the Subdivision or Area to be Developed, agree to be responsible for the installation and payment of all such improvements and further agree to not object to the creation of any improvement or extension districts, and agree to be responsible for any special assessments for any lots with in the Subdivision or Area to be Developed levied on or arising out of said improvement or extension districts according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it.

IN WITNESS WHEREOF, the Owner named herein has executed these presents this 19 day of June, 2026.

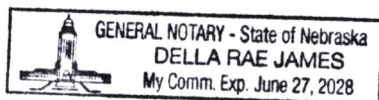
LIFE IS GOLDEN, LLC, Subdivider

Paige Ritz

By: Paige Ritz, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 19 day of June, 2026, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **Paige Ritz**, personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledge the said instrument to be her voluntary act and deed.



Della Rae James
Notary Public

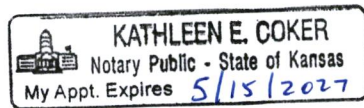
CRH, Limited Company, a Kansas limited liability company

C.R. Hall

By: C.R. Hall, President

STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

On this 18 day of June, 2026, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared **C.R. Hall**, personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledge the said instrument to be his voluntary act and deed.



Kathleen E. Coker

Notary Public

Please return to: Clark J. Grant, 1354 27th Ave., Suite 109 Columbus, NE 68601

HALLS CULLIGAN SUBDIVISION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on ____ day of _____, 2026, by and between LIFE IS GOLDEN, LLC, a Nebraska limited liability company, and CRH, LIMITED COMPANY, a Kansas limited liability company, (collectively 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 Halls Culligan Subdivision, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the sanitary sewer, water, and storm sewer system of the City.

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 Area to be Developed (Exhibit “A”), which will comprise 3.69 acres of property.

“Street intersections” shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider’s expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider shall install water, sanitary sewer service lines and public storm sewer systems and street improvements, including sidewalks, and street lighting in accordance with City standards. The Subdivider shall be responsible for the design, financing and construction of said required infrastructure improvements as detailed herein. Due to the location of the Halls Culligan Subdivision abutting East 12th Avenue and the East 23rd Street Frontage Road, the roads are both gravel surfaced, and both road connections on all ends are gravel, it has been determined the initial construction of the public storm sewer, concrete paving, sidewalk, and street lighting on East 12th Avenue and East 23rd Street frontage road will not be required prior to final plat approval. However, The East 12th Avenue and East 23rd Street Frontage Road concrete paving, storm sewer, sidewalk, and street lighting will be required if and when a Street, Stormwater, Sidewalk or related improvement or extension districts are created. The Subdivider, their successors and assigns, including all subsequent owners of property within the Area to be Developed, agree to be responsible for the installation and payment of all such improvements and further agree to not object to the creation of any improvement or extension districts, and agree to be responsible for any special assessments for any lots within the subdivision or Area to be Developed levied on or arising out of said improvement or extension districts.

B. Concrete paving of East 12th Avenue and East 23rd Street Frontage Road will be required as noted in Section I, Paragraph A of this Development Agreement.

C. The sanitary sewer system, including, but not limited to: service lines, cleanouts, fittings and related appurtenances, shall be constructed according to City standards. The service line shall connect to existing public sanitary sewer mains within the East 12th Avenue or East 23rd Street Frontage Road right-of-way.

D. The storm water sewer system, including, but not limited to: internal mains, inlets, manholes, ditches, storm water treatment facility overflow piping, and related appurtenances shall be constructed according to City standards. They shall connect to existing public storm sewer systems within East 12th Avenue or East 23rd Street Frontage Road right-of-way.

E. The water distribution system, including, but not limited to: water service lines, corporation stops, curb stops, and related appurtenances shall be constructed according to City standards. The service line shall connect to existing public water mains within the East 12th Avenue or East 23rd Street Frontage Road right-of-way.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way or easement area(s) dedicated per plat (Exhibit "A"), which Subdivider shall arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.

G. Subdivider shall arrange for underground electrical service to each buildable lot within the Area to be Developed, to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required, the costs shall be borne by the Subdivider.

H. Street lighting for public streets will be part of future improvement or extension districts as noted in Section I, paragraph A of this Development Agreement.

I. Concrete sidewalk in public rights-of-way will be part of future improvement or extension districts as noted in Section I, paragraph A of this Development Agreement.

J. Grading for the Area to be Developed shall be completed by the Subdivider at Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by a Nebraska Licensed Civil Engineer and submitted with the Final Plat. Post construction storm water management systems shall be installed, maintained, and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP, name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

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 therefore, except as otherwise provided in this Development Agreement.

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

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

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

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 Area to be Developed

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.

SECTION VI

The Subdivider shall install all service line improvements within a time period of two (2) years after the signing of this Development Agreement and shall be constructed before the Occupancy Certificate is issued. An extension of this time period may be requested by the Subdivider and if said

request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

SECTION VII

This Agreement shall run with the land and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

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: _____

APPROVED AS TO FORM

CITY ATTORNEY

PROPERTY OWNER/SUBDIVIDER

CRH, LIMITED COMPANY, a Kansas
limited liability company

By CR Hall

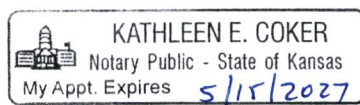
C.R. Hall, President

Dated this 18 day of June, 2026.

STATE OF Kansas)
) ss.
COUNTY OF Sedgwick)

On this 18 day of June, 2026, before me a Notary Public, duly commissioned and qualified in and for said County, appeared C.R. Hall, President, 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 such officer of said corporation.

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



Kathleen E. Coker

Notary Public

SUBDIVIDER

LIFE IS GOLDEN, LLC, a Nebraska
limited liability company

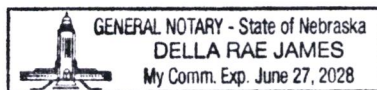
Paige Ritz
By: Paige Ritz, Manager

Dated this 19 day of June, 2026.

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

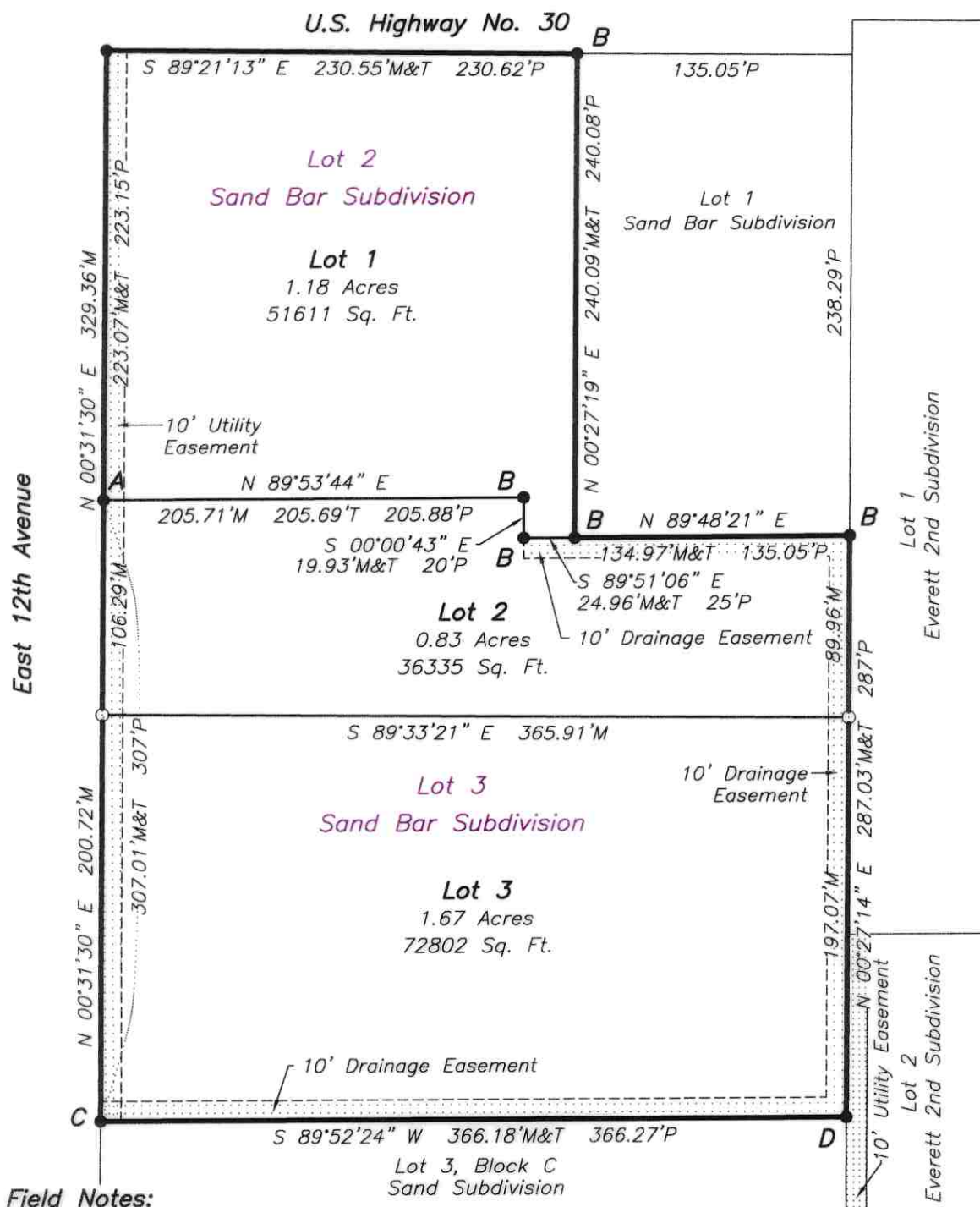
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Witness my hand and Notarial Seal the day and year last above written.



Della Rae James
Notary Public

Halls Culligan Subidivision Final Plat
A Major Subdivision of Lots 2 and 3, Sand Bar Subdivision
to the City of Columbus, Platte County, Nebraska



1" = 80'

—Legend—

- Found Monument
- Set 5/8" x 24" Rebar w/ Plastic Survey Cap
- x Computed Location
- M Measured this Survey
- T Recorded Measurement T.A. Tremel, L.S. #455
- P Plat Measurement

Note: All Bearings are referenced to the Platte County Projection.

Owner/Developer:

CRH Limited Company
10821 E 26th Street North
Wichita, KS 67226

Surveyor:

Thomas A. Tremel
Tremel Surveying, Inc.
1 Driftwood Drive
Columbus, NE 68601
402.276.3690

Notes:

- 1.) Present and Proposed Zoning: B-2
- 2.) This property is shown on FIRM Map No. 31141C0330E, 31141C0335E, 31141C0340E, and 31141C0345E. All with an Effective Date of April 19, 2010. Located in Zone X, Community: City of Columbus, Number 315272

Field Notes:

- A. Found 5/8" Iron Bar
- B. Found 5/8" Iron Bar w/psc
- C. Found 1" iron pipe
- D. Found 5/8" Rebar w/psc 3" below grade

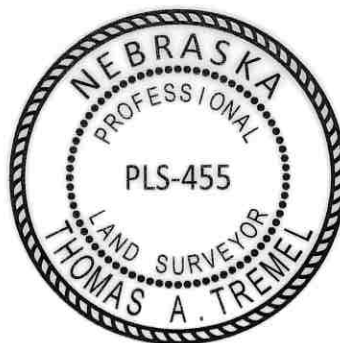
Description:

Lot 2 and 3 of Sand Bar Subdivision to the City of Columbus, Platte County, Nebraska, a Minor Subdivision of Lot 2, Block C, Sand Subdivision, Platte County, Nebraska, containing 3.69 acres more or less.

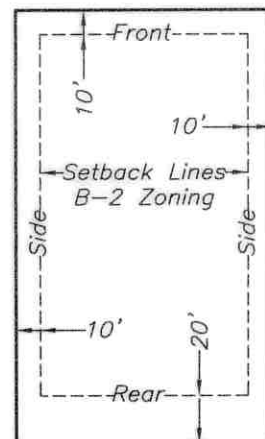
Surveyor's Statement:

I, Thomas A. Tremel, a Professional Land Surveyor in the State of Nebraska, hereby state that this survey was conducted under my direct supervision and is correct to the best of my knowledge and belief and is in accordance with the Minimum Standards for Surveys in Nebraska.

Thomas A. Tremel
Thomas A. Tremel, P.L.S. #455
July 1, 2026



— Setback Detail —



School Board:

This Final Plat of Halls Culligan Subdivision to the City of Columbus, Platte County, Nebraska, was approved by Columbus School District

on 8th Day of July, 2026.

Jan M
Secretary

[Signature]
President

Planning Commission:

This Final Plat of Halls Culligan Subdivision to the City of Columbus, Platte County, Nebraska, has received a recommendation from the Planning Commission

on _____ Day of _____, 2026.

Chairman

City Council:

This Final Plat of Halls Culligan Subdivision to the City of Columbus, Platte County, Nebraska, was approved by

Resolution _____ by the City Council

on _____ Day of _____, 2026.

Mayor

City Clerk

Final Plat

HALLS CULLIGAN SUBDIVISION
LOTS 2 & 3 SAND BAR SUBDIVISION
COLUMBUS, PLATTE COUNTY, NE

TMB	TMB, WAS	05/15/2026
DRAWN	SURVEYED	DATE



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

