

DRAFT

RESOLUTION NO. R26-73

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 TRACT OF LAND LOCATED IN PART OF OUTLOT 5, OF THE ORIGINAL CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF TRACT 1, OUTLOT 6, THENCE N 88°40'00" W, A DISTANCE OF 200 FT. TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING N 88°40'00" W, A DISTANCE OF 250.47 FT. TO THE EAST RIGHT-OF-WAY LINE OF 33RD AVENUE, THENCE SOUTH S 00°03'00" W A DISTANCE OF 122 FT., THENCE S 89°40'00" E, A DISTANCE OF 250.5., THENCE N 00°00'00" E, A DISTANCE OF 117.65 FT., TO THE TRUE POINT OF BEGINNING. HEREINAFTER TO BE KNOWN AS MCDONALD SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

WHEREAS, Lori J. Warnick, owner of the real estate more particularly described as follows:

A tract of land located in part of Outlot 5, of the Original City of Columbus, Platte County, Nebraska, described as follows: Commencing at the Southeast Corner of Tract 1, Outlot 6, thence N 88°40'00" W, a distance of 200 ft. to the true point of beginning, thence continuing N 88°40'00" W, a distance of 250.47 ft. to the East right-of-way line of 33rd Avenue, thence South S 00°03'00" W a distance of 122 ft., thence S 89°40'00" E, a distance of 250.5 ft., thence N 00°00'00" E, a distance of 117.65 ft., to the true point of beginning.

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 McDonald Subdivision 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, professional land surveyor, under the date of February 11, 2026 and

WHEREAS, the Planning Commission recommended acceptance of the Deed of Dedication.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Columbus, Nebraska, that the Deed of Dedication for McDonald Subdivision to the City of Columbus, Platte County, Nebraska, a minor subdivision of Outlot 5 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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 6, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: McDonald Subdivision – Deed of Dedication, Minor Plat

RECOMMENDATION:

I recommend the approval of the Deed of Dedication of McDonald Subdivision

DISCUSSION:

McDonald Subdivision is a two-lot minor plat requiring the dedication of easements. The property is within the corporate limits. A recommendation is required by the Planning Commission and 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. Woehner

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

Once Recorded Return Document To:

Bri Podraza
Resolute Law, LLC
10177 S. 168th Ave, Suite 103
Omaha, NE 68136

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Lori J. Warnick is the Owner of the following described real estate:

A tract of land located in part of Outlot 5, of the Original City of Columbus, Platte County, Nebraska

all of which is more particularly described as follows:

Commencing at the Southeast Corner of Tract 1, Outlot 6, thence N 88°40'00" W, a distance of 200 ft. to the true point of beginning, thence continuing N 88°40'00" W, a distance of 250.47 ft. to the East right-of-way line of 33rd Avenue, thence South S 00°03'00" W a distance of 122 ft., thence S 89°40'00" E, a distance of 250.5 ft., thence N 00°00'00" E, a distance of 117.65 ft., to the true point of beginning.

Said Owner has caused the above described real estate to be laid out into lots, blocks, streets, avenues, and easement areas belong to such Addition or Subdivision under the name of McDonald 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 McDonald Subdivision, a plat of which bearing the date of February 11, 2026, and certified by Thomas A. Tremel, PLS #455, is attached hereto.

Said Owner hereby dedicates the streets, avenues, 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 easements.

Said Owner covenants and agrees with the City of Columbus to construct and 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 according to city standards and specifications, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, the Owner named herein has executed these presents this ~~Apr~~ 15th
day of April, 2026.

Lori J. Warnick Olson
Lori J. Warnick, Owner

STATE OF NEBRASKA

: ss.

COUNTY OF PLATTE

On this 15 day of April, 2026, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Lori J. Warnick, 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.



(SEAL)

[Signature]
Notary Public

Please return to:
Bri Podraza
Resolute Law, LLC
10177 S. 168th Ave, Suite 103
Omaha, NE 68136

McDonald Subdivision
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this day of , 2026, by and between Bob A. McDonald, 2016 7th Street, Columbus, Nebraska, and Lori J. Warnick, 963 33rd Avenue, Columbus, Nebraska, and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Lori J. Warnick is the owner of the land (hereinafter referred to as "Landowner") included within the proposed plat attached hereto as Exhibit "A", commonly known as McDonald 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, Bob A. McDonald is the subdivider of the Area to be Developed (hereinafter referred to as "Subdivider"); and,

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

WHEREAS, the Landowner and Subdivider wish to connect the existing system of sanitary sewers, water, and storm sewers serving the Area to be Developed,

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 0.69 acres of property more or less.

SECTION I

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

A. Natural gas distribution mains, if any, shall be located within dedicated adjacent street rights-of-way or easement (Exhibit “A”), which Landowner and Subdivider will 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 Landowner and Subdivider.

B. Landowner and 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 Landowner and Subdivider.

C. Grading for the Area to be Developed shall be completed by the Landowner and Subdivider at the Landowner’s and Subdivider’s expense pursuant to the site and drainage plan and submitted with the Minor or Administrative Plat. Post construction storm water management systems shall be installed and maintained and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Landowner’s and Subdivider’s expense. Landowner and Subdivider agree to obtain a Nebraska Department of Environment and Energy, National Pollutant Discharge Elimination System (NPDES), Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Landowner and Subdivider shall provide a copy of the NOI and SWPPP to the City as part of the City’s Municipal Storm Sewer Separation System requirements.

D. In conjunction with this platting, the Landowner and Subdivider agree to not object to any street or sidewalk improvement districts on the 33rd Avenue Frontage Road.

SECTION II

Landowner, Subdivider and City covenant and agree that the Landowner and Subdivider shall 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

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Landowner and 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 Landowner's and Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, Landowner, and 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 and structures 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, in 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 Landowner and 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 Landowner's and Subdivider's expense, simultaneously with the Plat and Deed of Dedication but no later than 30 days of final plat approval.

SECTION VI

The Landowner and Subdivider shall install all public and private improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. An extension of this time period shall be made by favorable recommendation of Planning Commission and approval 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

CITY ADMINISTRATOR

Dated this ____ day of _____, 20__.

APPROVED AS TO FORM



CITY ATTORNEY

SUBDIVIDER

Bob A. McDonald, Columbus, Nebraska

By: Bob A McDonald

Dated this 15th day of April, ~~2026~~ 2026

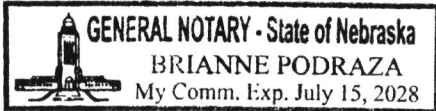
STATE OF NEBRASKA)
)ss
COUNTY OF PLATTE)

On this 15th day of April, 2026, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Bob A. McDonald, 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.

[Signature]
Notary Public

(My commission expires: 7/15/28)



LANDOWNER

Lori J. Warnick, Columbus, Nebraska

By: Lori J Warnick Olson

Dated this 15th day of April, 2026

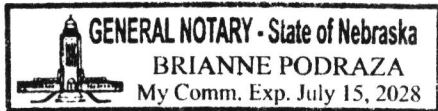
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)ss
COUNTY OF PLATTE)

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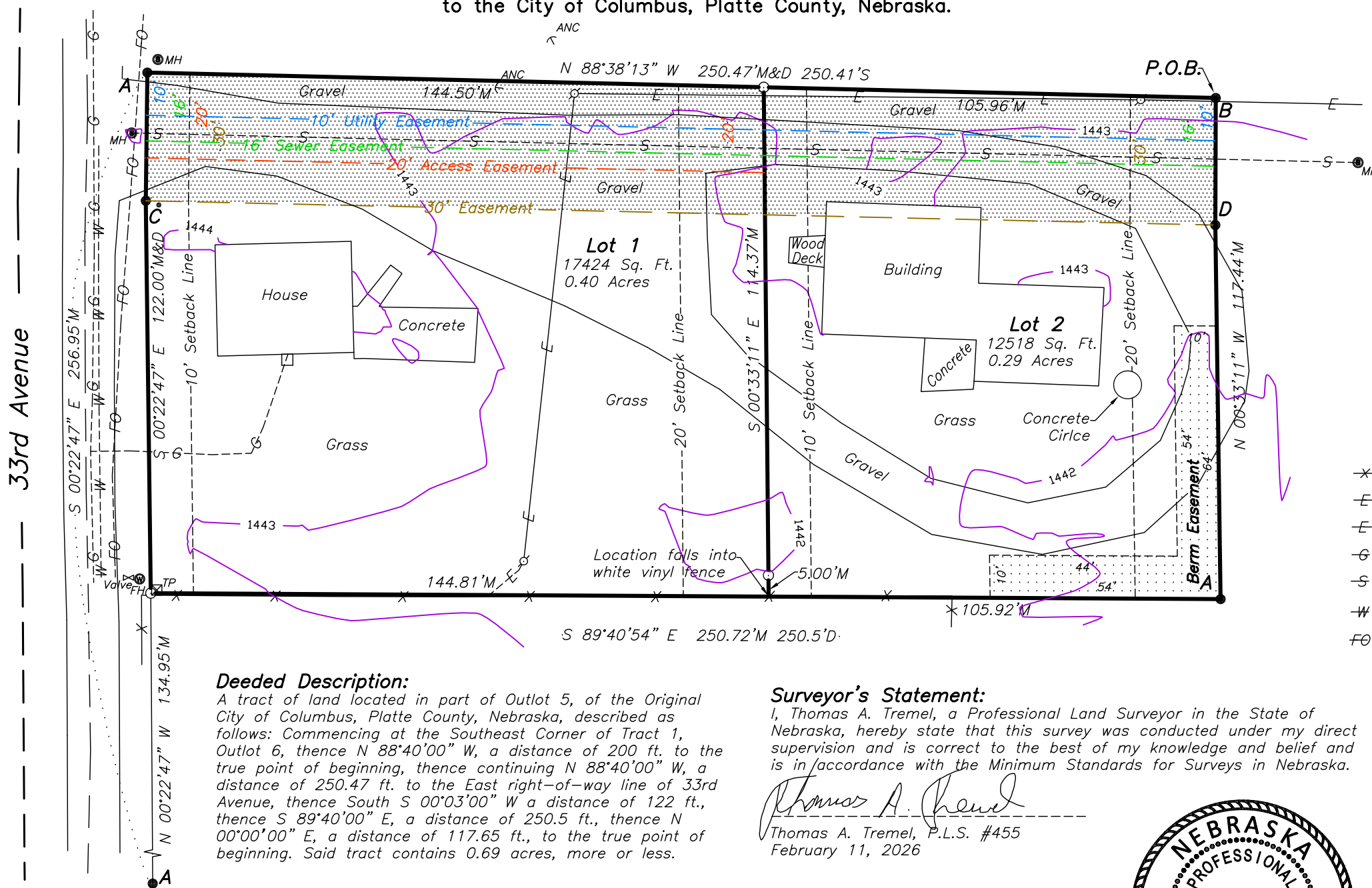
[Signature]
Notary Public

(My commission expires: 7/15/28)



This survey was done at the request of Bob McDonald, Columbus, Nebraska.

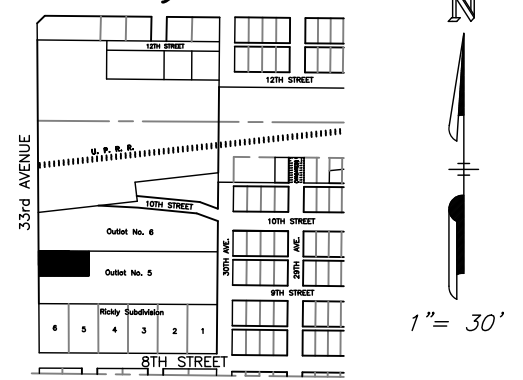
McDonald Subdivision, a Minor Subdivision of Outlot 5 to the City of Columbus, Platte County, Nebraska.



-Legend-

- Found Monument
- Set 5/8" x 24" Rebar w/ Plastic Survey Cap
- × Computed Location
- M Measured this Survey
- S Recorded Measurement T.L. Schultz, L.S. #550
- D Deeded Measurement
- Valve Water Valve
- ∅ Power Pole
- ∅LP Light Pole
- ANC Anchor
- MH Man Hole
- TP Telephone Pedestal
- Concrete Post
- Gas Meter
- FH Fire Hydrant
- ××× Fence
- E—E—E Overhead Electric
- E--E--E Underground Electric
- G--G--G Underground Gas
- S--S--S Sanitary Sewer
- W--W--W Water Line
- FO--FO--FO Underground Fiber Optic
- P.O.B. Point of Beginning

Vicinity Sketch



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

Field Notes:

- A. Found 5/8" Rebar
- B. Found 5/8" Rebar w/ Plastic Survey Cap L.S. #550
- C. Found 1/2" Rebar, L.S. #366, 0.56' West and 0.03' South from the correct location
- D. Found 1/2" Rebar, L.S. #336, 0.39' East and 0.23' North from the correct location

Easement Notes:

- 10' Utility Easement— Misc. Book 78, Page 751
- 16' Sewer Easement— Misc. Book 32, Page 248
- 30' Easement— Deed Book 178, Page 206
- 20' Access Easement for the benefit of Lot 2

Owner:

Lori Warnick
963 33 Ave
Columbus, NE 68601

Developer:

Bob McDonald
2016 7th Street
Columbus, NE 68601
402-563-4412

Surveyor:

Thomas A. Tremel
Tremel Surveying, Inc.
1 Driftwood Drive
Columbus, NE 68601
402-276-3690

Engineer:

Merlin Lindahl
9271 18th Avenue
Columbus, NE 68601
(402)910-6609

Deeded Description:

A tract of land located in part of Outlot 5, of the Original City of Columbus, Platte County, Nebraska, described as follows: Commencing at the Southeast Corner of Tract 1, Outlot 6, thence N 88°40'00" W, a distance of 200 ft. to the true point of beginning, thence continuing N 88°40'00" W, a distance of 250.47 ft. to the East right-of-way line of 33rd Avenue, thence South S 00°03'00" W a distance of 122 ft., thence S 89°40'00" E, a distance of 250.5 ft., thence N 00°00'00" E, a distance of 117.65 ft., to the true point of beginning. Said tract contains 0.69 acres, more or less.

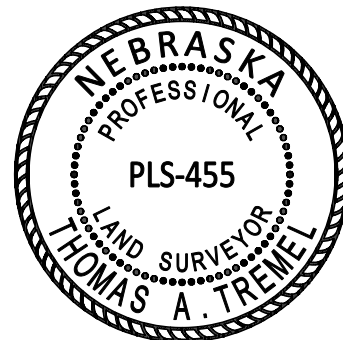
20' Access Easement Description:

The North 20' of Lot 1, McDonald Subdivision of Outlot 5, City of Columbus, Platte County, Nebraska.
(Easement needs to be acquired after subdivision approval)

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
February 11, 2026



City of Columbus Approval:

This Plat of McDonald Subdivision, a minor subdivision of Outlot 5, Columbus, Platte County, Nebraska.

This _____ day of _____, 2026.

City Administrator _____

City Clerk _____

Utilities:

Call 800.642.8434 for the actual location of the utilities before digging.
No Privated Utilities were located unless otherwise shown.
Telephone - Allo Communications LLC (Clear/No conflict)
Electric, Fiber Optic, Storm - City of Columbus (Clear/No conflict)
Water/Sewer - City of Columbus (As shown)
Gas - Black Hills Energy (As shown)
Telephone - Frontier Communications (Clear/No conflict)
Telephone/Fiber Optic - Great Plains Communications (As shown)
Electric - Loup River Public Power District (As Shown)

McDONALD SUBD. OF OUTLOT 5, MINOR SUBD. TO THE CITY OF COLUMBUS, PLATTE COUNTY, NE

WAS DRAWN	TMB, WAS SURVEYED	1/8/2026 DATE
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No. 1 Driftwood Drive - Columbus, NE 68601
Phone (402) 563-4589 - Fax (402) 563-3922

