

RESOLUTION NO. R26-54

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: A TRACT OF LAND LOCATED LOT 1, BLOCK A AND LOT 1, BLOCK B IN NEW HOPE 2ND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, T17N, R1W OF THE 6TH P.M., CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF NEW HOPE 2ND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 88°11'12" E ON THE SOUTH LINE OF LOT 1, BLOCK B, NEW HOPE 2ND SUBDIVISION, 88.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK B; THENCE N 01°44'04" W ON THE EAST LINE OF SAID LOT 1, BLOCK B, 135.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK B; THENCE S 88°17'25" W ON THE NORTH LINE OF SAID LOT 1, BLOCK B, 88.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK B; THENCE N 01°44'07" W ON THE WEST LINE OF SAID NEW HOPE 2ND SUBDIVISION, 60.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, BLOCK A OF SAID NEW HOPE 2ND SUBDIVISION; THENCE N 88°15'42" E ON THE SOUTH LINE OF SAID LOT 1, BLOCK A, 88.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK A; THENCE N 01°34'59" W ON THE EAST LINE OF SAID LOT 1, BLOCK A, 134.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK A; THENCE S 88°15'00" W ON THE NORTH LINE OF SAID LOT 1, BLOCK A, 88.47 FEET; THENCE N 01°49'31" W ON THE WEST LINE OF SUNSET 2ND ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, 197.46 FEET TO THE SOUTHEAST CORNER OF SUNSET 4TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 88°10'27" W, ON THE SOUTH LINE OF SAID SUNSET 4TH ADDITION, 350.81 FEET TO THE NORTHEAST CORNER OF NEW HOPE ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 01°52'53" E ON THE EAST LINE OF SAID NEW HOPE ADDITION, 527.20 FEET TO THE NORTH LINE OF SOLAR GATE SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N 88°14'18" E ON THE NORTH LINE OF SAID SOLAR GATE SUBDIVISION, 349.96 FEET TO THE POINT OF BEGINNING, CONTAINING 4.79 ACRES, MORE OR LESS; HEREINAFTER TO BE KNOWN AS DUBAS ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF; APPROVING INCLUSION OF SAID PLAT INTO THE CITY CORPORATE LIMITS; AND APPROVING AND ACCEPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND KEYES

DEVELOPMENT, LLC, 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, Keyes Development, LLC, is the owner of real estate described as follows:

A tract of land located Lot 1, Block A and Lot 1, Block B in New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska and in the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 24, T17N, R1W of the 6th P.M., City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°11'12" E on the South line of Lot 1, Block B, New Hope 2nd Subdivision, 88.17 feet to the Southeast corner of said Lot 1, Block B; thence N 01°44'04" W on the East line of said Lot 1, Block B, 135.02 feet to the Northeast corner of said Lot 1, Block B; thence S 88°17'25" W on the North line of said Lot 1, Block B, 88.28 feet to the Northwest corner of said Lot 1, Block B; thence N 01°44'07" W on the West line of said New Hope 2nd Subdivision, 60.00 feet to the Southwest corner of Lot 1, Block A of said New Hope 2nd Subdivision; thence N 88°15'42" E on the South line of said Lot 1, Block A, 88.03 feet to the Southeast corner of said Lot 1, Block A; thence N 01°34'59" W on the East line of said Lot 1, Block A, 134.98 feet to the Northeast corner of said Lot 1, Block A; thence S 88°15'00" W on the North line of said Lot 1, Block A, 88.47 feet; thence N 01°49'31" W on the West line of Sunset 2nd Addition to the City of Columbus, Platte County, Nebraska, 197.46 feet to the Southeast corner of Sunset 4th Addition to the City of Columbus, Platte County, Nebraska; thence S 88°10'27" W, on the South line of said Sunset 4th Addition, 350.81 feet to the Northeast corner of New Hope Addition to the City of Columbus, Platte County, Nebraska; thence S 01°52'53" E on the East line of said New Hope Addition, 527.20 feet to the North line of Solar Gate Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°14'18" E on the North line of said Solar Gate Subdivision, 349.96 feet to the Point of Beginning, containing 4.79 acres, more or less

which is presently platted land which is located within the corporate boundaries of the City of Columbus, Nebraska; and

WHEREAS, said Owner has laid out said land into lots, blocks, streets and avenues with appropriate utility easement areas under the name of Dubas Addition to the City of Columbus, Platte County, Nebraska; and

WHEREAS, said Owner 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 addition, all as provided by law, a copy of which plat is attached hereto; and

WHEREAS, said Owner 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 Terry L. Schulz, Registered Land Surveyor, under the date of March 30, 2026, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve said addition and to pay all costs for laying such water and sewer mains associated with the addition, to pave the associated streets and ways 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 addition and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Platte County School District No. 71-0001-000, 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 recommended approval of the plat of Dubas Addition to the City of Columbus, Nebraska; and

WHEREAS, a Development Agreement has been prepared for said Addition 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 a separate public hearing on the approval of the Final Plat of said Addition and following each 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 Dubas Addition 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 Dubas Addition 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

Please return to:
Katherine E. Sharp
Jarecki Sharp & Petersen, PC LLO
P.O. Box 1588 | 2815 14th Street
Columbus, NE 68601
Ph: (402) 395-1010
Email: katie@jsplawpc.com

DUBAS ADDITION
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between Keyes Development, 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 DUBAS ADDITION, an addition 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 4.79 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 and storm sewer systems and street improvements, including sidewalks in accordance with City standards. The Subdivider shall be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of internal streets, dedicated per plat (Exhibit “A”), all of said paving to be a minimum of thirty-three (33) feet in width and six (6) inches thick, and shall be constructed according to City standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of the minimum width or depth required by a Nebraska Licensed Civil Engineer to properly serve the Area to Be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes, lift station, and related appurtenances shall be constructed according to City standards within dedicated street right-of-way and easement areas, per plat (Exhibit “A”), the same to be located on a sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than the size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of the plans and specifications by the City.

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to City standards within dedicated street right-of-way and easement areas, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer system improvements shall be paid by the Subdivider, with exception of storm sewer mains in a dedicated right-of-way or easement area that are greater than the size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed, including incoming runoff, and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within a dedicated right-of-way and easement areas per plat (Exhibit “A”) on a water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution system and improvements shall be paid by the Subdivider, with

exception of water mains located in a dedicated right-of-way or easement area that are greater than the size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way or easement areas 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. Subdivider shall arrange for street lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

I. Subdivider shall install the concrete sidewalk four feet wide and four inches thick, or six inches through driveways or private streets, in accordance with the Americans with Disability Act and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdivider fails to do so, the lot owner along with the Subdivider shall be responsible for installing the sidewalk. If any lot remains a common area lot or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction. If a lot remains an undeveloped lot, the Subdivider and the lot owner shall be responsible for installing the sidewalk as of the deadline provided for in Section VI herein,

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.

K. Subdivider shall provide copies of all required Federal and State permits to City prior to work on or in those respective areas.

L. Subdivider hereby acknowledges that post-construction storm water runoff from City right-of-way will enter into the Dubas Addition storm water treatment and detention facility systems (STF) as a condition of this final plat. Subdivider agrees to grant and create a Home Owner's Association to maintain said STFs for such use with the understanding the City does not assume any responsibility for said STFs treatment, maintenance, dredging, operation, reporting and permitting. Provide a written long term maintenance plan for the STFs as part of this submittal.

M. Developer shall either abide by or revise the existing New Hope 2nd Subdivision Restrictive Covenants on Dubas Subdivision Lots 6 and 7, Block B, and Lots 11 and 12, Block A or file any revisions in the courthouse concurrent with the final plat.

N. All tree, structures, and excess material shall be removed during the initial construction in order to provide the required storm water flow, infrastructure improvements, and meeting the Columbus Land Development Ordinance.

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

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 public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) 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 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

SUBDIVIDER

KEYES DEVELOPMENT, LLC

By Landon J. Wietfeld
Landon J. Wietfeld, Authorized Member of
Keyes Development, LLC

Dated this 10th day of April, 2020

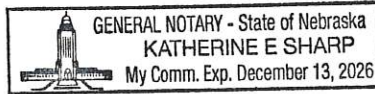
STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

On this 10th day of April, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Landon J. Wietfeld, 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.

Katherine E Sharp
Notary Public

(My commission expires: 12/13/24)

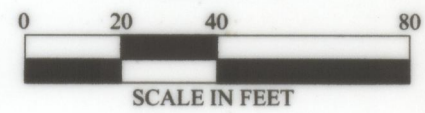


DUBAS ADDITION

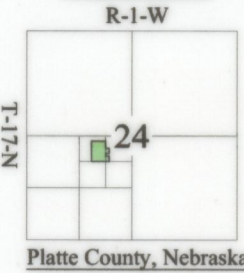
Located in Lot 1, Block A and Lot 1, Block B in New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska and in the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska.



Drawn By: LRR
Date: March 27, 2026
Project Number: S-071-202
Scale: 1" = 40'



Situation Sketch



ZONING
Existing Zone: R-1
Proposed Zone: R-2

LEGEND

- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance (TAT) Thomas A. Tremel, LS #455, dated March 19, 2013 and June 24, 2020. (RC) Richard C. Johnson, LS #429, dated December 22, 2011.
- C Calculated Distance

This survey was prepared at the request of John DuBry, Columbus, Nebraska.

LEGAL DESCRIPTION

A tract of land located in Lot 1, Block A and Lot 1, Block B in New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska and in the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 24, T17N, R1W of the 6th P.M., City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°11'12" E on the South line of Lot 1, Block B, New Hope 2nd Subdivision, 88.17 feet to the Southeast corner of said Lot 1, Block B; thence N 01°44'04" W on the East line of said Lot 1, Block B, 135.02 feet to the Northeast corner of said Lot 1, Block B; thence S 89°17'25" W on the North line of said Lot 1, Block B, 88.28 feet to the Northwest corner of said Lot 1, Block B; thence N 01°44'07" W on the West line of said New Hope 2nd Subdivision, 60.00 feet to the Southwest corner of Lot 1, Block A of said New Hope 2nd Subdivision; thence N 88°15'42" E on the South line of said Lot 1, Block A, 88.03 feet to the Southeast corner of said Lot 1, Block A; thence N 01°50'09" W on the East line of said Lot 1, Block A, 134.98 feet to the Northeast corner of said Lot 1, Block A; thence S 88°15'00" W on the North line of said Lot 1, Block A, 88.47 feet; thence N 01°49'31" W on the West line of Sunset 2nd Addition to the City of Columbus, Platte County, Nebraska, 197.46 feet to the Southeast corner of Sunset 4th Addition to the City of Columbus, Platte County, Nebraska; thence S 88°10'27" W, on the South line of said Sunset 4th Addition, 350.81 feet to the Northeast corner of New Hope Addition to the City of Columbus, Platte County, Nebraska; thence S 01°52'53" E on the East line of said New Hope Addition, 527.20 feet to the North line of Solar Gate Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°14'18" E on the North line of said Solar Gate Subdivision, 349.96 feet to the Point of Beginning, containing 4.79 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, Nebraska Registered Land Surveyor No. 550, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat, that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Land Surveyor's Regulation Act in effect at the time of this survey.

Terry L. Schulz, State of Nebraska, LS #550 Date: 3-30-2026



OWNER/DEVELOPER:
Keyes Development, LLC
c/o Landon Wietfeld
2815 14th Street
Columbus, NE 68601
Phone: 402-750-7287

ENGINEER:
John A. Zwiggman, PE
Advanced Consulting Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

SURVEYOR:
Terry L. Schulz, LS
Advanced Consulting Engineering Services, Inc.
133 West Washington Street
West Point, NE 68788
Phone: 402-372-1923

NOTE:
All existing buildings, driveways, wells, and septic systems within this subdivision will be removed or abandoned.

DEDICATION

We, Keyes Development, LLC and J.L.O. Properties, LLC, owners of the described property, DUBAS ADDITION, hereby dedicate the streets, avenues, roads, and public grounds designated upon and referred to in this Plat to the use and benefit of the public and provide all easements shown on this Plat for drainage facilities, public utilities, signs and right-of-way. We hereby make said tract of land, so shown on the above Plat, a part of the City of Columbus, Platte County, Nebraska. Said tract of land shall hereinafter be known as DUBAS ADDITION.

Landon Wietfeld, Keyes Development, LLC
John A. Zwiggman, J.L.O. Properties, LLC

STATE OF NEBRASKA) ss
COUNTY OF PLATTE)

On this 2 day of April, 2026, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared Landon Wietfeld representative of Keyes Development, LLC to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: Jan 31 2028

Renee A. Classen, Notary Public

STATE OF NEBRASKA) ss
COUNTY OF PLATTE)

On this 2 day of April, 2026, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for said County and State, appeared John Christ representative of J.L.O. Properties, LLC to be personally known to be the identical persons who executed the foregoing instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my hand and official seal on the date last written.

My Commission expires: Jan 31 2028

Renee A. Classen, Notary Public

COLUMBUS, NEBRASKA SCHOOL BOARD

This Final Plat of DUBAS ADDITION to the City of Columbus, Nebraska is approved by the

Columbus Public Schools on this 2nd day of April, 2026.

School Superintendent

COLUMBUS, NEBRASKA PLANNING COMMISSION

This Final Plat of DUBAS ADDITION to the City of Columbus, Nebraska approved by the

Planning Commission on this day of , 2026.

Chairman

COLUMBUS, NEBRASKA CITY COUNCIL

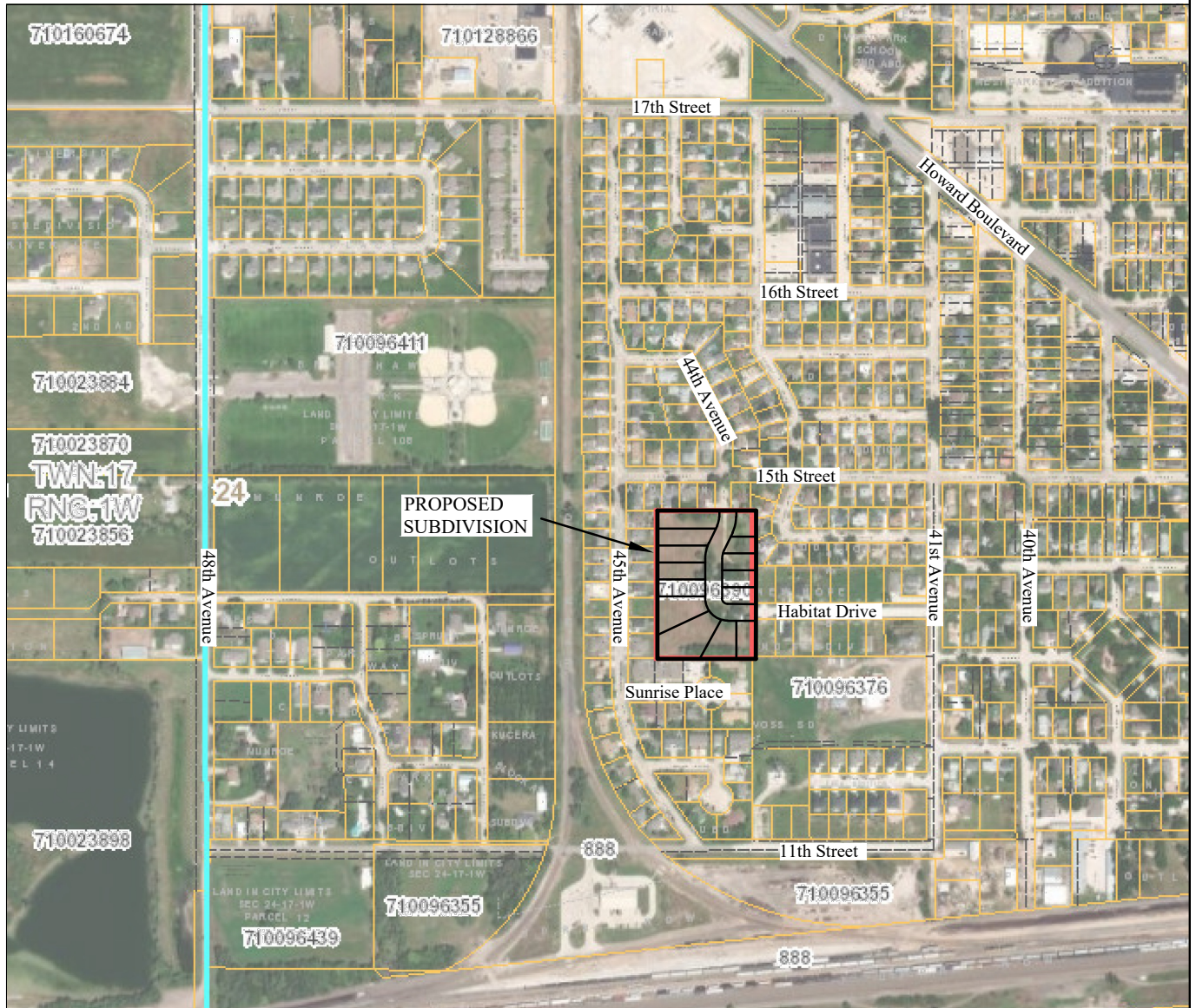
This Final Plat of DUBAS ADDITION to the City of Columbus, Nebraska approved by the City

Council on this day of , 2026.

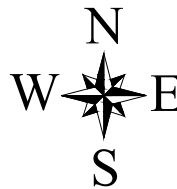
Mayor

City Clerk





LOCATION MAP
No Scale



Drawn By: LRR
Date: January 16, 2026
Scale: None
Project Number: S-071-202

Once Recorded Return Document To:

Katherine E. Sharp, #26626
Jarecki Sharp & Petersen P.C., L.L.O.
P.O. Box 1588 | 2815 14th Street
Columbus, NE 68601

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

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

A tract of land located at the Southwest corner of New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska.

All of which is more particularly described as follows:

A tract of land located Lot 1, Block A and Lot 1, Block B in New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska and in the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 24, T17N, R1W of the 6th P.M., City of Columbus, Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska; thence N 88°11'12" E on the South line of Lot 1, Block B, New Hope 2nd Subdivision, 88.17 feet to the Southeast corner of said Lot 1, Block B; thence N 01°44'04" W on the East line of said Lot 1, Block B, 135.02 feet to the Northeast corner of said Lot 1, Block B; thence S 88°17'25" W on the North line of said Lot 1, Block B, 88.28 feet to the Northwest corner of said Lot 1, Block B; thence N 01°44'07" W on the West line of said New Hope 2nd Subdivision, 60.00 feet to the Southwest corner of Lot 1, Block A of said New Hope 2nd Subdivision; thence N 88°15'42" E on the South line of said Lot 1, Block A, 88.03 feet to the Southeast corner of said Lot 1, Block A; thence N 01°34'59" W on the East line of said Lot 1, Block A, 134.98 feet to the Northeast corner of said Lot 1, Block A; thence S 88°15'00" W on the North line of said Lot 1, Block A, 88.47 feet; thence N 01°49'31" W on the West line of Sunset 2nd Addition to the City of Columbus, Platte County, Nebraska, 197.46 feet to the Southeast corner of Sunset 4th Addition to the City of Columbus, Platte County, Nebraska; thence S 88°10'27" W, on the South line of said Sunset 4th Addition, 350.81 feet to the Northeast corner of New Hope Addition to the City of Columbus, Platte County, Nebraska; thence S 01°52'53" E on the East line of said New Hope Addition, 527.20 feet to the North line of Solar Gate Subdivision to the City of Columbus,

