

**RESOLUTION NO. R25-83**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE EASEMENT AGREEMENT WITH REGINA MCDUFFEE DBA REGINA'S KITCHEN, FOR OUTDOOR SEATING IN CONJUNCTION WITH THE OPERATION OF ITS BUSINESS; A COPY OF SAID AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF AND CONFLICT THEREWITH.

WHEREAS, Regina McDuffee has made application to the City to use a portion of the City's sidewalk, on the south side of the building at 2402 13 Street, Columbus, Nebraska, as a patio for outdoor seating in the operation of its business (commonly referred to Regina's Kitchen located at Pioneer Plaza); and

WHEREAS, the City Council feels that the allowance of this outdoor seating patio is beneficial to the City and may help stimulate economic growth in the downtown area; and

WHEREAS, a number of other cities in Nebraska allow similar outdoor seating uses on their property and rights-of-way, and the Columbus has allowed other restaurant/bars in the downtown area to do the same; and

WHEREAS, the Easement Agreement attached to this resolution is needed and describes the proposed uses, parameters, boundaries, and restrictions for this outdoor seating patio on the City's sidewalk.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Easement Agreement with Regina McDuffee dba Regina's Kitchen for outdoor seating in conjunction with the operation of its' business, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved; and, the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

This resolution shall repeal all resolutions or portions thereof in conflict herewith.

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

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

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM BY:

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CITY ATTORNEY



Accountability - Dedication  
Honesty - Integrity - Respect

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## MEMORANDUM

**DATE:** May 27, 2025

**TO:** Tara Vasicek, City Administrator

**FROM:** Andy Woehr, Chief Building and Code Official

**RE:** Right-of-Way Easement Agreement for Regina McDuffee doing business as Regina's Kitchen

**RECOMMENDATION:** Approve the easement agreement with Regina McDuffee

**DISCUSSION:** Carolyn Legenza, the owner of Pioneer Plaza located at 2402 13<sup>th</sup> Street has submitted a request for the approval of her Regina McDuffee doing business as Regina's Kitchen, Legenza's tenant to enter into a Right-of-Way (ROW) Easement Agreement with the City in order to place temporary tables and chairs on the west end of the building, within the City right-of-way. This proposed use aligns with City requirements and has been reviewed by both the Building Department and the City Engineering Department, who found no issues with the request. The agreement permits only the placement of tables and chairs—each table measuring 30" and accompanied by two chairs—with the overall space allocated for the proposed three (3) table setup measuring 42" wide by 25' long. The owner has agreed to the City's terms, which include not using fencing, ropes, or gates in the designated area, and no alcohol service will be allowed in this space. As part of the agreement, the business owner will be responsible for maintaining appropriate insurance coverage and must list the City as an additional insured party.

**FISCAL IMPACT:** None

**SIGNATURE:**

By: Andy J. Woehr

Concurrence: Richard J. Bogue

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

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May 10, 2025

CITY OF COLUMBUS  
2500 14<sup>th</sup> St.  
Columbus, NE. 68601

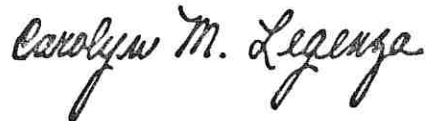
To Whom It May Concern:

I own the building at 2402 13<sup>th</sup> Street, Columbus, Nebraska, known as Columbus Pioneer Plaza. The legal description is E65' 4 LOT 8 BLK 59 ORIGINAL COLUMBUS.

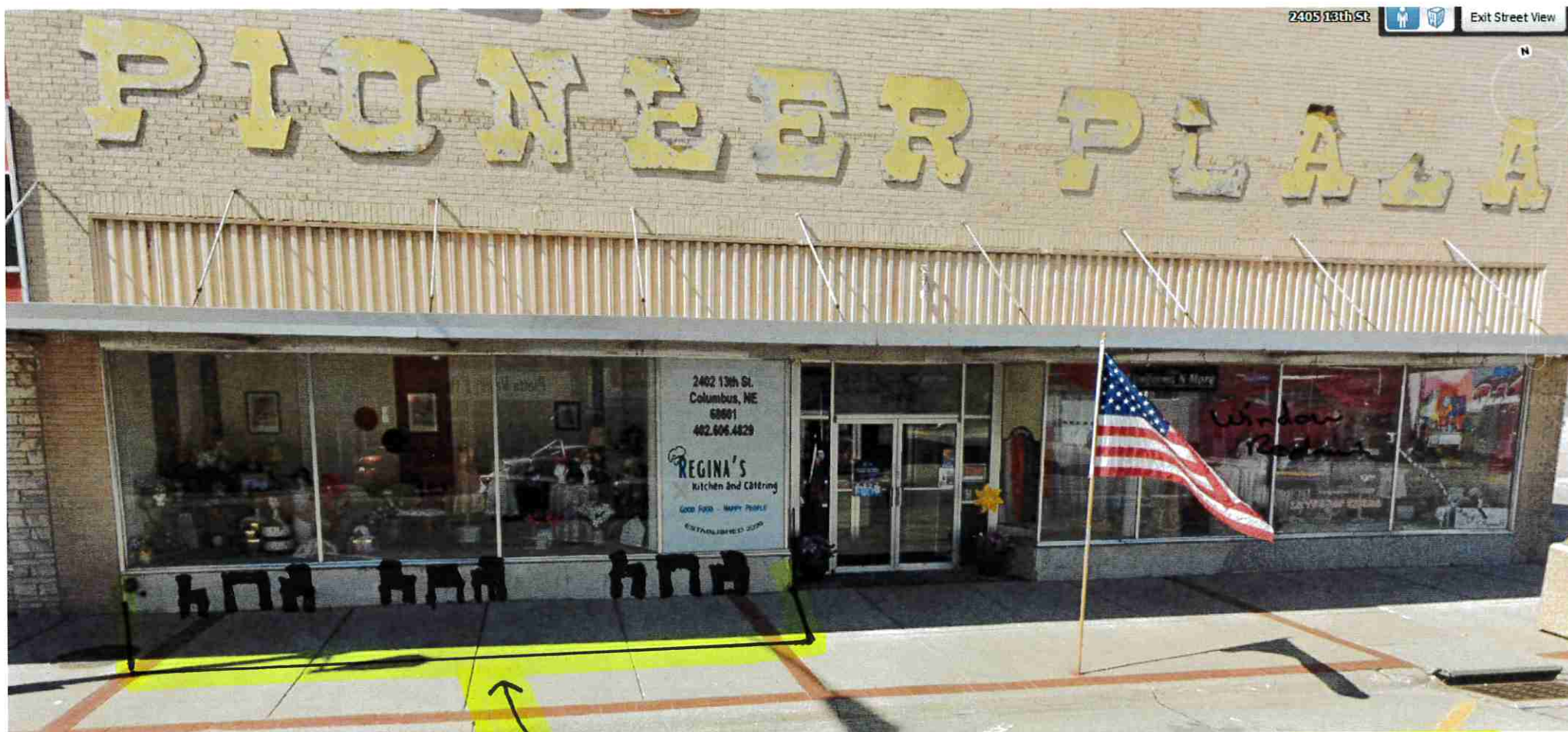
Regina McDuffy rents Regina's Kitchen from me and is desiring to have Sidewalk Seating in front of Columbus Pioneer Plaza. I am requesting that you approve her desire to serve her customers in this fashion during the summer months.

I will be happy to appear on her behalf if you so desire. Thank you for your attention to this matter.

Respectfully,

A handwritten signature in black ink that reads "Carolyn M. Legenza". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Carolyn M. Legenza  
9451 18<sup>th</sup> Avenue  
Columbus, NE. 68601  
Phone 402/562-3851  
Email: carolynmlegenza@gmail.com



## **EASEMENT AGREEMENT**

This EASEMENT AGREEMENT is made by and between the City of Columbus, Nebraska, a municipal Corporation (hereinafter referred to as 'Grantor'), and Regina McDuffee dba Regina's Kitchen (hereinafter referred to as 'Grantee').

1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which Grantee may place, maintain, and utilize the following described temporary improvement(s) (tables and chairs only) which will infringe upon the real estate or right-of-way owned and/or controlled by Grantor:

To place and maintain temporary improvements (tables and chairs only) on the sidewalk for outdoor seating in conjunction with the operation of Grantee's business (commonly referred to as Regina's Kitchen in the Pioneer Plaza Building). The temporary improvements (tables and chairs only) shall be located on the South side of the building located at 2402 13th Street, Columbus, Nebraska. The size of this area shall be approximately forty (25) feet long and three and a half (3.5) feet wide.

The area of these temporary improvements (tables and chairs only) shall not be used by Grantee for any other purpose then what is contained in this Agreement. Grantee shall not cause to be installed or maintained any fencing, rope, or other barriers without the express written consent of Grantor.

2. **DESCRIPTION OF REAL ESTATE.** Grantee leases a portion of the following described real estate adjacent to Grantor's real estate and/or right-of-way to which this the Agreement shall apply:

The East 65 Feet 4 Inches of Lot 8 of Block 59 of the Original  
City of Columbus, Platte County, Nebraska.

3. **GRANTEE'S DUTIES AND RISKS.** It is understood and agreed that Grantee may place, maintain, and utilize the above described temporary improvements (tables and chairs only) at Grantee's sole risk. Grantee hereby waives any claim for damages against Grantor, its officers, employee, agents and independent contractors for any damage or injury that may result to said temporary improvements (tables and chairs only). If Grantor, in its sole discretion, determines that any part or all of the temporary improvements (tables and chairs only) must be removed, or is damaged by Grantor, its, employees, agents or independent contractors working for Grantor during the course of their employment or duties with Grantor, then Grantee agrees to assume and pay all costs relating to the replacement or repair of the temporary improvements (tables and chairs only). Grantee agrees to indemnify and hold Grantor harmless from any and all liability, loss or damage, that Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of, or from this Agreement; including, but not limited to, indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by the operation and maintenance and use of the aforesaid easement and temporary improvements (tables and chairs only).



4. RESTORATION OF PROPERTY. If the placing or maintenance of the temporary improvements (tables and chairs only) identified in this Agreement causes disruption of the surface of the public right-of-way or neighboring property, Grantee shall restore the surface of the area to the same condition as it existed immediately prior to Grantee's work in the area.

5. APPLICABLE LAW. Grantee shall conform to all existing and applicable ordinances, resolutions, and permit procedures of Grantor. Grantee shall also follow and comply with all other applicable local, state, and federal laws. Nebraska law shall govern this Agreement.

6. LIABILITY INSURANCE. Grantee shall procure, and continuously maintain during the term of Agreement at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than the following limits:

Each Occurrence	\$1,000,000
Damages to Rented Premises (each occurrence)	\$100,000
Medical Payments (any one person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

Grantor shall be named as an additional insured on these liability insurance policies. Grantee shall provide Grantor with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and, will immediately notify Grantor of any cancellation or lapse of coverage.

7. EFFECTIVE DATE. This Agreement shall take effect the date it is executed by both Parties. It shall continue for an indefinite term, or until such time as it is terminated as provided hereafter.

8. TERMINATION. This Agreement shall terminate upon one or more of the following occurrences:

- A) The service of written notice of the intention to terminate by Grantee and the removal of any temporary improvements (tables and chairs only) infringing upon Grantor's property or right-of-way.
- B) Grantee's application for a permit to alter said temporary improvements (tables and chairs only), or any part thereof, unless said permit is for work due to an occurrence as in Paragraph 3 of this Agreement and said work has the prior written approval of Grantor.
- C) Grantee's construction or installation of any structure or improvement of any nature upon the real estate or right-of-way owned or controlled by Grantor except as described in this Agreement.
- D) The failure of Grantee to maintain and/or repair the temporary improvements (tables and chairs only) in a condition acceptable to Grantor.

E) The termination or non-renewal of Grantee's lease with the owner of the real estate described in Paragraph 2 above.

F) Grantor may revoke this Agreement at any time for any reason.

Upon termination of the Agreement, Grantee shall be required, and hereby agrees, to remove said temporary improvements (tables and chairs only) from Grantor's real estate and/or right-of-way solely at its own expense and without cost to Grantor. Said removal to occur no later than sixty (60) calendar days after receipt of the notice to terminate or any of the occurrences set forth in Paragraph 8 of this Agreement. Should Grantee fail to do so, Grantor may remove or cause the removal of said temporary improvements (tables and chairs only) and Grantee agrees to reimburse Grantor for all its costs.

9. REAL ESTATE OWNER'S RESPONSIBILITY. This Easement Agreement is conditional upon the owner of the real estate described in Paragraph 2 above consenting to this Agreement and agreeing that in the event Grantee, upon termination of this Agreement for any reason, fails to carry out Grantee's responsibility to remove the improvements from Grantor's real estate in accordance with Paragraph 8 above, said owner shall be responsible for such removal in strict accordance with such provision of said Paragraph 8.

10. NON-WAIVER. No waiver by Grantor of any default shall operate as a waiver of any other default or of the same default on a future occasion.

11. BINDING EFFECT. This Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the Parties hereto (including guarantors, endorsers, and sureties) of the Parties hereto.

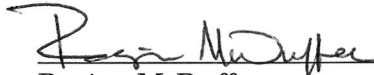
12. SEVERABILITY. Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provisions of the Agreement which other provisions shall remain in full force and effect.

13. APPLICABLE LAW. The Parties agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Grantee agrees to follow all rules and regulations of Grantor's Zoning Code in the operation and maintenance of the temporary improvements (tables and chairs only).

\*\*\*\*\*Remainder of Page Left Intentionally Blank\*\*\*\*\*



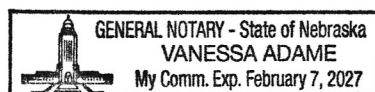
Duly executed this 28 day of May, 2025, by Regina McDuffee dba Regina's Kitchen:

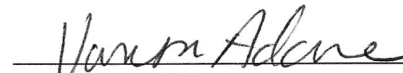
  
Regina McDuffee

STATE OF NEBRASKA     )  
                                      ) ss.  
COUNTY OF PLATTE     )

Before me, a Notary Public qualified for said county, personally came Regina McDuffee dba Regina's Kitchen, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be their voluntary act and deed.

Dated this 28 day of May, 2025.



  
Notary Public

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the City of Columbus:

\_\_\_\_\_  
James Bulkley, Mayor

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF PLATTE                    )

Before me, a Notary Public qualified for said county, personally came James Bulkley as Mayor of the City of Columbus and on behalf of such, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this \_\_\_\_\_ day of June 2025.

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

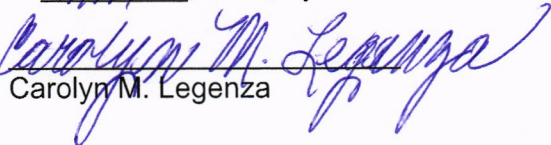
APPROVED AS TO FORM

By     *llh*      
City Attorney

**CONSENT AND AGREEMENT**

Carolyn M. Legenza, the owner of the real estate described in the foregoing Easement Agreement, hereby consents to such Easement Agreement and to the easement therein granted, and further agrees not to interfere in any way with the ability of the Grantee to carry out its obligations thereunder and make full use of the rights granted therein. The Undersigned owner hereby further agrees that if, upon termination of the Grantee's leasehold interest or the termination of the foregoing Easement Agreement for any reason, Grantee fails to carry out Grantee's responsibility to remove the improvements from Grantor's real estate in accordance with Paragraph 9 of the Easement Agreement, said owner shall be responsible for such removal in strict accordance with such provisions of said Paragraph 8.

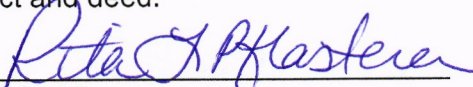
Duly executed this 28 day  
of MAY, 2025, by:

  
Carolyn M. Legenza

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF PLATTE       )

Before me, a Notary Public qualified for said county, personally Carolyn M. Legenza, known to me to be the identical person who signed the foregoing Consent and Agreement and acknowledged the execution thereof to be her voluntary act and deed.

Dated this 28<sup>th</sup> day of 5/28/2025.

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

