

RESOLUTION NO. R26-91

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: LOTS 1 AND 2, BLOCK A, SOCK POND ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS SOCK POND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA.

WHEREAS, Keyes Development, LLC owner of the real estate more particularly described as follows:

A tract of land located in Lots 1 and 2, Block A, Sock Pond Addition to the City of Columbus, 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 has laid out said land into lots with appropriate easement areas under the name Sock Pond 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 Terry L. Schulz, professional land surveyor, under the date of July 2, 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 Sock Pond Subdivision to the City of Columbus, Platte County, Nebraska, a minor subdivision of Lots 1 and 2, Block A, Sock Pond Addition 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: July 7, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Sock Pond Subdivision – Deed of Dedication, Minor Plat

RECOMMENDATION:

I recommend the approval of the Deed of Dedication of Sock Pond Subdivision

DISCUSSION:

Sock Pond Subdivision is a two-lot minor plat within Lots 1 and 2, Block A, Sock Pond Addition, 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:
Attn: 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 in Lots 1 and 2, Block A, Sock Pond Addition to the City of Columbus, Platte County, Nebraska

all of which is more particularly described as follows:

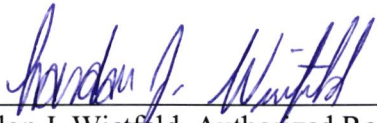
A tract of land located in Lots 1 and 2, Block A, Sock Pond Addition to the City of Columbus, Platte County, Nebraska

Said Owner has caused the above described real estate to be laid out into lots, blocks, streets, avenues, and easement areas belong to such Subdivision under the name of Sock Pond 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 Sock Pond Subdivision, a plat of which bearing the date of July 2, 2026, and certified by Terry L. Schultz, RLS #550, 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 2
day of July, 2026.



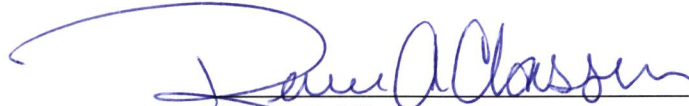
Landon J. Wietfeld, Authorized Representative
Of KEYES DEVELOPMENT, LLC, Owner

STATE OF NEBRASKA

: ss.

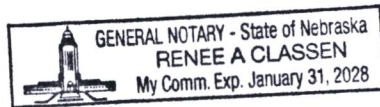
COUNTY OF PLATTE

On this 2 day of July, 2026, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Landon J. Wietfeld, Authorized Representative of KEYES DEVELOPMENT, LLC, 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.



Notary Public

(SEAL)



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

**SOCK POND 2ND SUBDIVISION
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 SOCK POND 2ND 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, public improvements are in the Area to be Developed; and,

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

WHEREAS, The Subdivision herein, desires to ratify and confirm the terms and provisions contained in the Sock Pond Addition Development Agreement so that said prior agreement along with the written agreement shall be applicable to the Sock Pond 2nd Subdivision.

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 0.20 acres of property.

SECTION I

Subdivider and City covenant that the following public and private 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. Natural gas distribution mains, if any, shall be located within dedicated adjacent street rights-of-way or easement (Exhibit "A"), which 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 Subdivider.

B. 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.

C. Subdivider shall maintain or install the concrete sidewalk four feet wide and four inches thick or six inches thick at driveways or trails 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.

D. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense. A City Small Lot NOI shall be provided prior to any grading work.

SECTION II

Subdivider and City covenant and agree that the 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 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 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, 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, simultaneously with the Plat and Deed of Dedication but no later than 30 days of final plat approval.

SECTION VI

The 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

KEYES DEVELOPMENT LLC

By: _____

Landon Wietfield, Authorized Member of
Keyes Development, LLC

Dated this 2nd day of July, 2026.

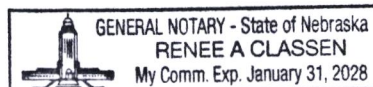
STATE OF Nebraska)
)ss
COUNTY OF Platte)

On this 2nd day of July, 2026, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Landon Wietfield, authorized representative of Keyes Development, LLC, 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.

Notary Public

(My commission expires: Jan 31, 2028)



SOCK POND SUBDIVISION

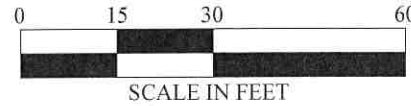
A Minor Subdivision of Lots 1 and 2, Block A, Sock Pond Addition to the City of Columbus, Platte County, Nebraska.



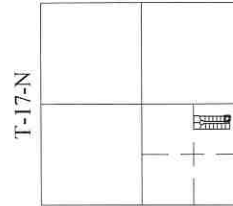
LEGEND

- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- M Measured Distance
- P Platted Distance
- C Calculated Distance

Drawn By: LRR
Date: June 1, 2026
Project Number: S-071-210
Scale: 1" = 30'



Situation Sketch R-1-W



SECTION 23
Platte County, Nebraska

Existing Zone: R-2

OWNER/DEVELOPER:

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

ENGINEER:

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

SURVEYOR:

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

This survey was prepared at the request of Landon Wietfeld, Columbus, Nebraska.

LEGAL DESCRIPTION

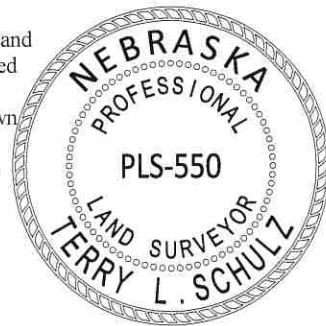
Lots 1 and 2, Block A, Sock Pond Addition to the City of Columbus, Platte County, Nebraska.

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

7-9-2026
Date



CITY OF COLUMBUS APPROVAL

This plat of SOCK POND SUBDIVISION, a Minor Subdivision of Lots 1 and 2, Block A, Sock Pond Addition to the City of Columbus, Platte County, Nebraska, approved by the City of Columbus this _____ day of _____, 2026.

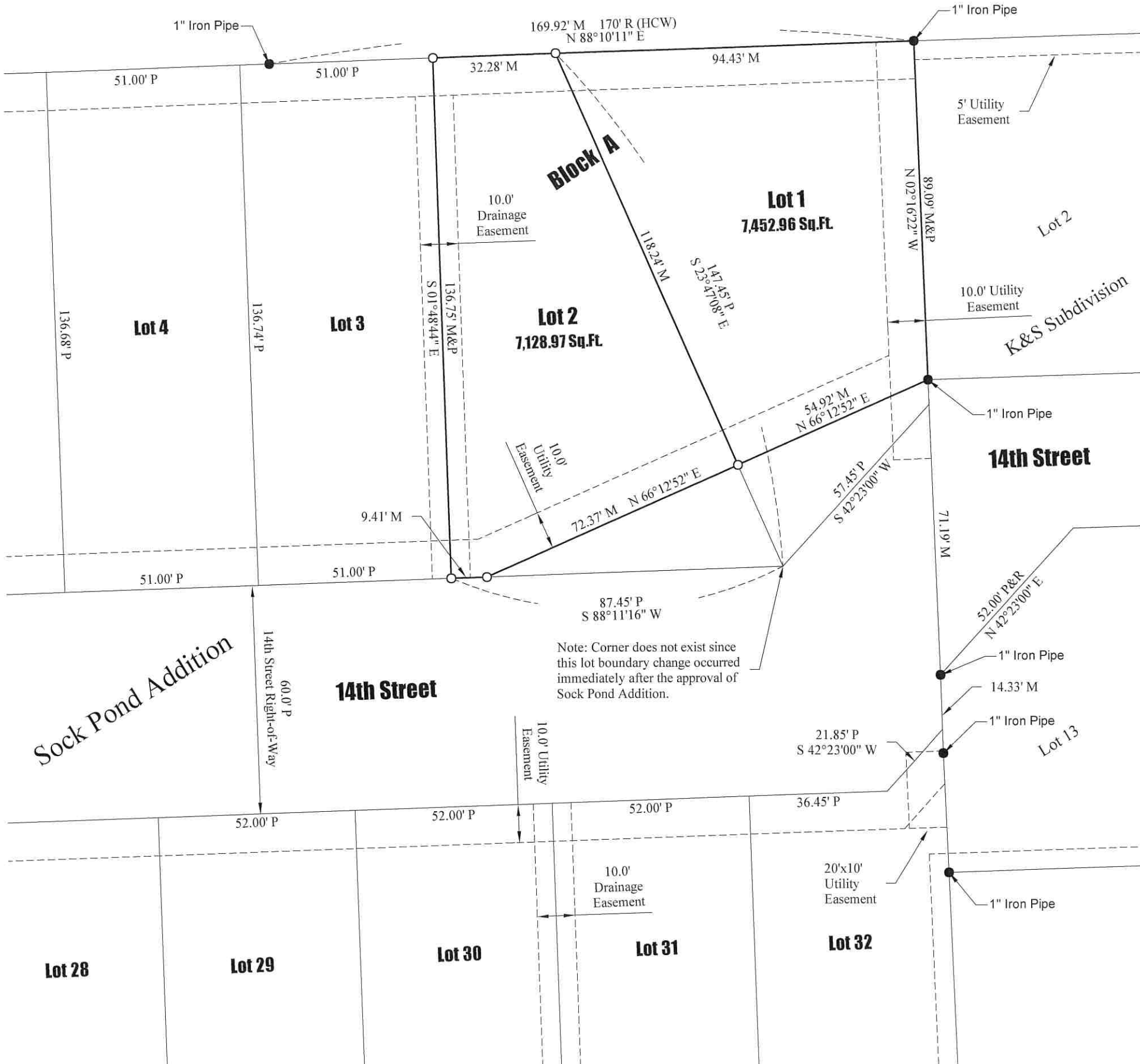
City Administrator

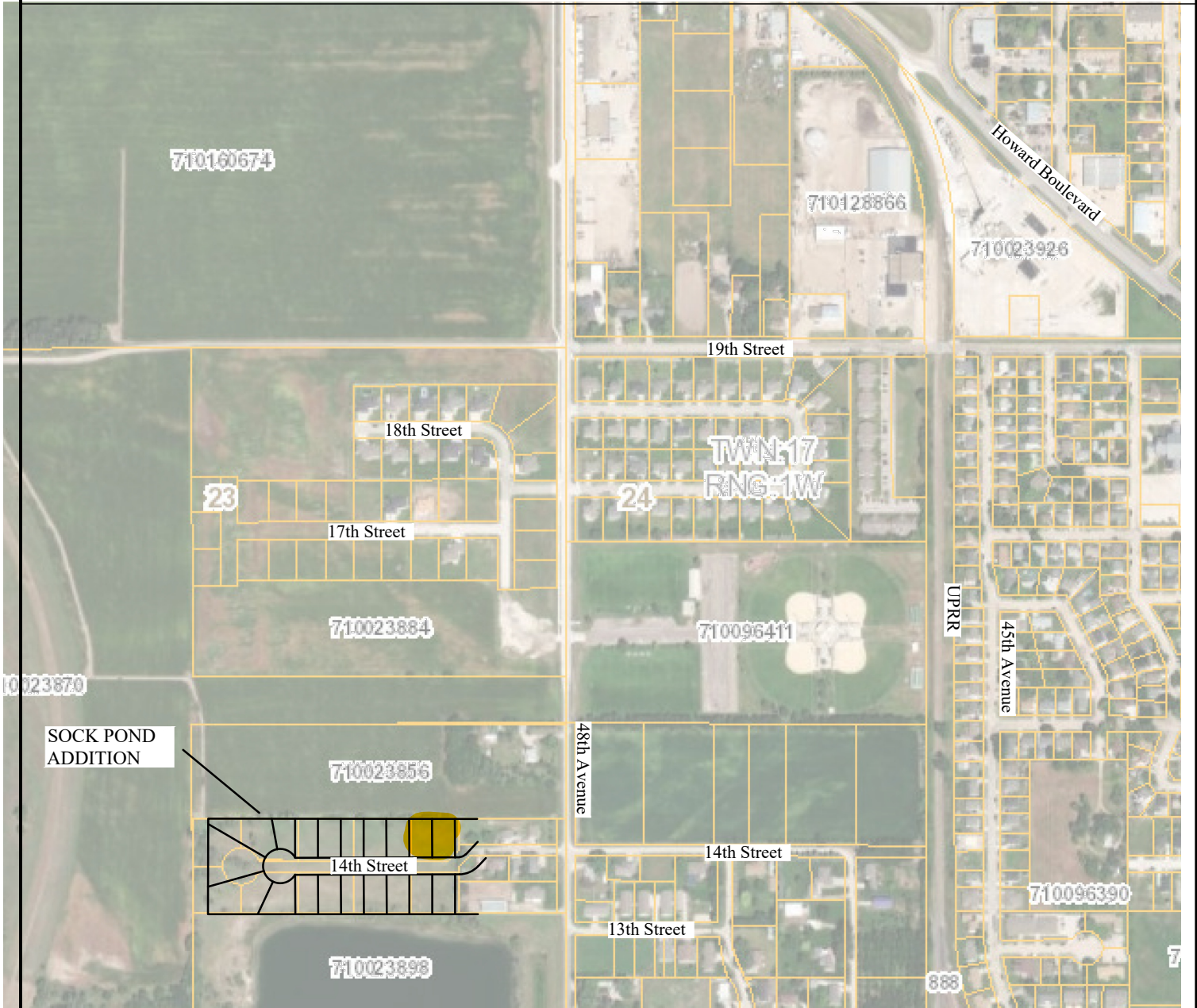
City Clerk



ADVANCED CONSULTING
ENGINEERING SERVICES

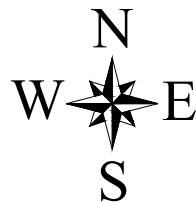
West Point & Columbus
Phone: (402) 372-1923





LOCATION MAP

No Scale



Drawn By: LRR
Date: January 16, 2026
Scale: None
Project Number: S-071-203