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PLATTE COUNTY, NE

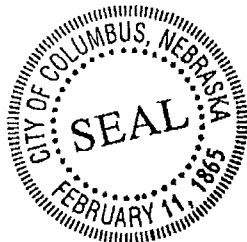
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RESOLUTION NO. R18-94

CERTIFICATION

I, Janelle Kline, City Clerk of the City of Columbus, Nebraska, hereby certify the attached is a true and accurate reproduction of Resolution No. R18-94 adopted by the Council of the City of Columbus, Nebraska, at a meeting held according to law in Columbus, Nebraska, on the 16th day of July, 2018, as the same appears on file and on record in this office.

In testimony whereof, I hereunto set my hand and affixed the corporate seal of said City this 23rd day of July, 2018.



Janelle Kline

Janelle Kline
City Clerk
City of Columbus, Nebraska

RESOLUTION NO. R18-94

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: PART OF LOTS ONE (1) AND TWO (2), BLOCK "A", RANDALL 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS LEGACY SQUARE SUBDIVISION, A SUBDIVISION OF LOTS 1 AND 2, BLOCK A, RANDALL 3RD ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND APPROVING THE PLAT THEREOF.

WHEREAS, WHO Development, LLC, a Nebraska limited liability company, is the owner of real estate described as follows: Part of Lots One (1) and Two (2), Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska, more fully described as:

Beginning on the East line of Lot One (1), Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska and on the North right of way line of 23rd Street in said City; thence 658.16 feet N89°58'25"W along said 23rd Street right of way line to the West line of said Lot 1 and East line of Lot 3, said Block "A"; thence 173.85 feet N0°04'20"W along the West line of said Lot 1 and the East line of said Lot 3 to the NE Corner of said Lot 3 and the SE Corner of Lot 2, said Block "A"; thence 266.65 feet N89°59'25"W along the North line of said Lot 3 and the South line of said Lot 2 to the NW Corner of said Lot 3; thence 173.85 feet S0°20'21 "E along the West line of said Lot 3 and the East line of said Lot 2 to the North right of way line of said 23rd Street; thence 64.00 feet N89°58'25"W along the North right of way line of said 23rd Street to the West line of said Lot 2; thence 586.42 feet N0°05'16"W along the West line of said Lot 2 to the South right of way line of 25th Street in said City; thence 988.90 feet S89°54'05"E along the South right of way line of said 25th Street to the East line of said Lot 1; thence 585.17 feet S0°W along the East line of said Lot 1 to the point of beginning and containing 12.230 acres more or less.

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 access easement areas and utility easement areas under the name of Legacy Square Subdivision, a subdivision of Lots 1 and 2, Block A, Randall 3rd Addition 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 the lots and easement areas belonging to such subdivision, 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 easements areas 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 Billy Joe Kerr, Registered Land Surveyor, under the date of June 19, 2018, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owners have agreed to pay all costs necessary to extend water and sewer mains to the Subdivision and to pay all costs for laying such water and sewer mains with the subdivision itself, all according to the regulations of the City of Columbus and the requirements of the City Engineer; 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 the Subdivision, and

WHEREAS, the Mayor and City Council held a public hearing on the approval of the Final Plat of the 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 Legacy Square Subdivision, a subdivision of Lots 1 and 2, Block A, Randall 3rd 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.

INTRODUCED BY COUNCIL MEMBER _____

John T. John

PASSED AND ADOPTED THIS 16 DAY OF July, 2018.

Tom C. Buckley
MAYOR

ATEST:

Janella Keine
CLERK

APPROVED AS TO FORM:

Eugene J. ...
CITY ATTORNEY



Please return to:
Cline Williams Wright Johnson & Oldfather, LLP
Attn: Andrew Willis
233 S. 13th Street, Suite 1900
Lincoln, NE 68508

LEGACY SQUARE
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of July, 2018, by and between WHO Development, LLC, a Nebraska limited liability company, (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 Legacy Square Subdivision, (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 12.23 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 will install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with city standards. The Subdivider will be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to city standards in street rights-of-way and easements, per plat (Exhibit “A”) to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider will 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 that are greater than 12-inches, the oversized cost shall be paid for by the City, subject to the final approved plans and specifications of the City in dedicated right-of-way or easement area.

C. The water distribution system, including but not limited to: mains, hydrants, and valves shall be constructed according to city standards within street rights-of-way and easement per plat (Exhibit “A”) on water plan prepared by The Clark Enerson Partners. The Subdivider will be responsible for the design, financing, and construction of said water distribution improvements. The entire cost of the water distribution system shall be paid by the Subdivider, with exception of water mains that are greater than six (6) inches, the oversized cost shall be paid for by the City subject to the final approved plans and specifications of the City in dedicated right-of-way or easement area.

D. The traffic signal system, which is currently inoperable at the intersection of 23rd Street and 36th Avenue, shall be made operable and to the Nebraska Department of Transportation (NDOT) and City standards by the Subdivider at the Subdivider’s cost. Any and all such plans and specifications shall be prepared by a Professional Engineer in the State of Nebraska and submitted for approval to the NDOT and City Engineer and any other such agency having jurisdiction of such roadway and traffic control devices. Subdivider shall comply with all requirements to obtain the approval thereof.

E. Natural gas distribution mains shall be located within dedicated street rights-of-way or easement area dedicated and easements per plat (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.

F. Subdivider will 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.

G. Subdivider will install the sidewalk 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, lot owner shall also be responsible for installing the sidewalk. If any lot remains a common area lot, Subdivider shall install the sidewalk for said lot.

H. Grading for the Area to be Developed shall be completed by the Subdivider at the Subdivider's expense pursuant to the drainage plan elevations to be provided by Subdivider's engineer. 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 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 to the City as part of the City's Municipal Storm Sewer Separation System requirements.

I. Subdivider agrees to complete and submit to the City a Floodplain Development Permit prior to any disturbance or work within the FEMA designated floodplain.

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

A. 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.

B. No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

C. The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

D. This Development Agreement shall be binding upon parties, their respective successors and assigns.

E. This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed.

F. 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, any extension of this time period shall be made by favorable recommendation of Planning Commission and approval by the City Council.

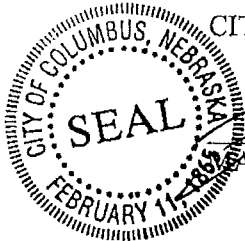
(Signature page follows)

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

Janelle Hine

CITY CLERK



CITY OF COLUMBUS

Janet Kelly 7/16/18

MAYOR Date

APPROVED AS TO FORM

Gregory J. ...

CITY ATTORNEY

SUBDIVIDER

WHO DEVELOPMENT, LLC

By *Mike Works*

Mike Works, Manager

Dated this 13 day of July, 2018.

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 13 day of July, 2018 by Mike Works, Manager of WHO Development, LLC, a Nebraska limited liability company, on behalf of the company.

(My commission expires: 3-20-22)

Notary

General Notary - State of Nebraska MARSHA BAUER My Comm. Exp. March 20, 2022.

Marsha Bauer
Marsha Bauer