

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 5, 2017 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR FINAL PLAT – LOT 2, LAKEVIEW SOUTH II REPLAT 6 & S 1551.37 FT OF TAX LOT 4, 23-14-11 (NW OF 145 TH & MEADOWS BLVD.)	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared for approval of a final plat and subdivision agreement for approximately 25.82 acres located northwest of 145th Street and Meadows Blvd.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing was has been scheduled and resolutions have been prepared to consider applications for a final plat and subdivision agreement, submitted by J & H Investments, LLC, on behalf of the property owners, TC Accomodator 115, LLC and LB Southwest, LLC for approximately 25.82 acres currently described as Lot 2, Lakeview South II Replat 6 and S 1551.37 FT of Tax Lot 4, 23-14-11. The property is generally located on the northwest of 145th Street and Meadows Blvd.

The purpose of the requests is to replat the property into multiple lots with associated right-of-way. A detailed staff report is attached.

The Planning Commission held a meeting on April 20, 2017, and unanimously recommended approval of the final plat contingent on the approval of traffic and drainage studies and the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1-5, HEIMES SUBDIVISION.

WHEREAS, the City Council did on July 5, 2017, approve the final plat for Lots 1-5, Heimes
Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, J & H Investments, LLC, has agreed to execute a Subdivision
Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the July 5,
2017, City Council meeting for the Heimes Subdivision be and hereby is approved
and the Mayor and City Clerk be and hereby are authorized to execute same on
behalf of the City, subject to the conditions of Council replat approval and with such
revisions that the City Administrator or City Engineer may determine necessary or
advisable.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOT 2 LAKEVIEW SOUTH II REPLAT 6 & S 1551.37 FT OF TAX LOT 4, SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1-5, HEIMES, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, J & H Investments, LLC has made application for approval of a final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4, Section 23, T14N, R11E; and

WHEREAS, the City Engineer has reviewed the final plat; and

WHEREAS, on April 20, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Approval of the traffic and drainage studies.
2. Finalization of a subdivision agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lot 2, Lakeview South II Replat 6 & S 1551.37 FT of Tax Lot 4, Section 23, Township 14 North, Range 11 East, to be replatted as Lots 1-5, Heimes, a subdivision located in the northeast quarter of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of 145th Street and Meadows Blvd, be, and hereby is, approved.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2017.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSFP-17-0002

For Hearing of: July 5, 2017
Report Prepared on: June 23, 2017

I. GENERAL INFORMATION

A. APPLICANT:

J & H Investments LLC
9144 S. 147th St.
Omaha, NE 68138

B. PROPERTY OWNER:

TC Accomodator 115, LLC
9140 West Dodge Road, Ste 380
Omaha, NE 68154

C. LOCATION: Northwest of the intersection of Meadows Blvd. and 145th Street.

D. LEGAL DESCRIPTION: S 1551.37 FT of Tax Lot 4 (23-14-11), Lot 2 Lakeview South II Replat 6

E. REQUESTED ACTION(S):
Final Plat for Heimes.

F. EXISTING ZONING AND LAND USE:

- S 1551.37 FT of Tax Lot 4 (23-14-11): I-2 Heavy Industrial; Vacant
- Lot 2 Lakeview South II Replat 6: I-2 Heavy Industrial with a Gateway Corridor Overlay (Overlay District); Vacant

G. PURPOSE OF REQUEST: Final Plat to divide S 1551.37 FT of Tax Lot 4 (23-14-11) and Lot 2 Lakeview South II Replat 6 into multiple lots with associated right-of-way.

H. SIZE OF SITE: 25.82 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: Both lots are currently vacant. The land is relatively flat near 145th and Meadows Blvd., with an increasing downward slope towards the north.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay

- 2. **East:** District) and a Planned Unit Development (PUD) Overlay District; vacant Lakeview South II; I-1 Light Industrial/I-2 Heavy Industrial with a Gateway Corridor Overlay (Overlay District); various industrial uses.
- 3. **South:** Lakeview South; IL Light Industrial (Sarpy County); various industrial uses.
- 4. **West:** Chalco Hills Recreation Area; AG Agricultural (Sarpy County); dam site

C. RELEVANT CASE HISTORY:

- 1. The preliminary plat for Heimes was approved by City Council on April 4, 2017.

D. APPLICABLE REGULATIONS:

- 1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District
- 2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
- 3. Section 3.05 of the Subdivision Regulations – Final Plat Specifications
- 4. Section 7.04 of the Subdivision Regulations – Subdivision Agreement

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates the lot for industrial uses.

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

- 1. The preliminary plat designates an access point to 145th Street through the existing Lot 2 Lakeview South II Replat 6. Additionally, Lot 3 will be allowed to access Meadows Blvd. along the southern edge of the plat.
- 2. The revised traffic study for the project was provided to Nebraska Department of Transportation (formerly NDOR) for their review. Based on concerns brought forth, it was concluded that any future rezoning of any property in the vicinity of the Hwy. 50 and Meadows Blvd. intersection to a use that creates higher traffic volumes should be expected to make improvements or participate in intersection improvements.

D. UTILITIES:

- 1. The property has access to water, gas, power and communication utilities. The proposed sanitary sewer connects to an existing sanitary sewer in 145th Street that drains to an existing lift station. The property will be required to utilize the MUD water system for service.

IV. REVIEW COMMENTS:

1. The applicant, J & H Investments LLC, has submitted a request for a final plat to allow division of two lots into five for the purpose of development. Portions of the two subject lots will be dedicated to right-of-way to allow for the construction of a cul-de-sac for vehicular access to 145th Street for three of the proposed lots.
2. A revised drainage study was submitted March 27, 2017. The City Engineer has reviewed the study and finds it satisfactory.
3. After the initial round of comments were received regarding the drainage study for the project, a copy of the revised drainage study was been submitted to the Papio-Missouri River Natural Resources District (PMRNRD), Nebraska Department of Transportation (formerly NDOR) and Sarpy County for review and comment. No additional comments were provided.
4. A subdivision agreement has been prepared and is included in the Council packet.

V. STAFF RECOMMENDATION – Final Plat:

Staff recommends approval of the final plat as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

VI. PLANNING COMMISSION RECOMMENDATION – Final Plat:

The Planning Commission held a public hearing on April 20, 2017 and unanimously voted to recommend approval of the final plat, contingent on the approval of traffic and drainage studies and the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

VIII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review Letter
3. Final Plat Map
4. Subdivision Agreement

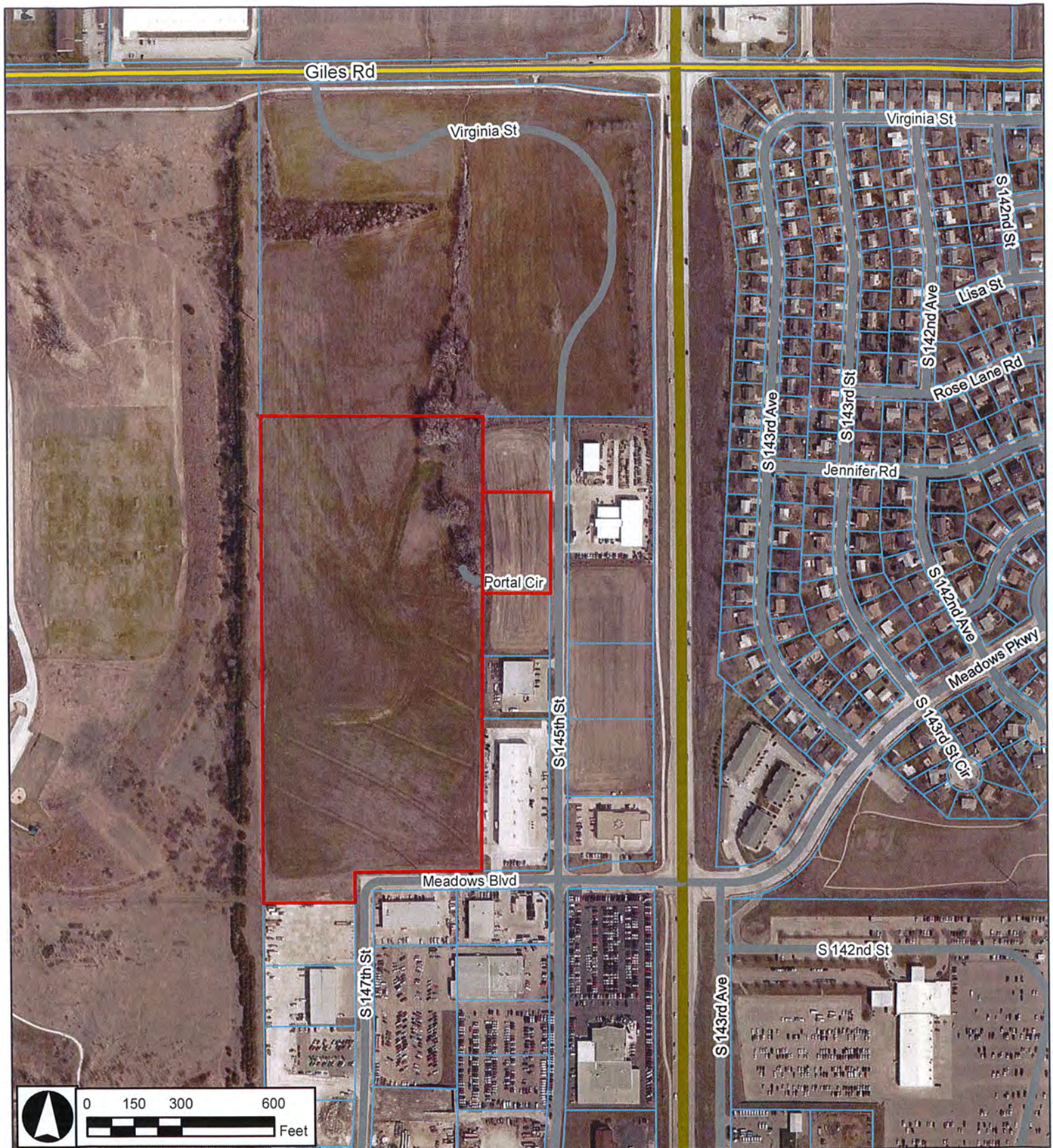
IX. COPIES OF REPORT SENT TO:

1. Tom Heimes, J & H Investments, LLC
2. Beth Bucklin, TC Accommodator 115, LLC
3. Douglas Kellner, P.E., Thompson, Dreessen, & Dorner, Inc.
4. Public Upon Request

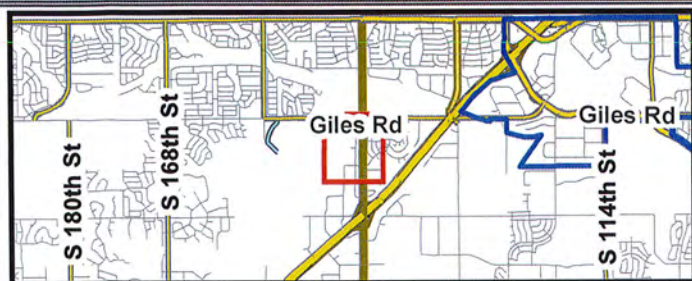

Prepared by: _____


Community Development Director


Date



Project Vicinity Map



Heimes Lots 1-5

4-12-2017
JMC





March 22, 2017

Tom Heimes
J & H Investments, LLC
9144 S 147th Street
Omaha, NE 68138

RE: Final Plat – Initial Review
Heimes

Mr. Heimes,

City staff has reviewed the application that was received for a final plat called Heimes. Based on the requirements for a final plat in the City of La Vista Subdivision Regulations and considerations for rezoning, City staff have provided following comments:

Final Plat:

1. The traffic study along with a copy of the final plat should be sent to the Nebraska Department of Roads and Sarpy County Public Works for approval prior to City Council action on this request. A signed and sealed copy of the traffic study after acceptance by the NDOR and Sarpy PW needs to be submitted. One Paper copy and one digital copy would be sufficient.
2. A revised drainage study was submitted pursuant to the City's letter dated February 2, 2017. The City Engineer has reviewed the study and finds it satisfactory. The study need to be submitted to the Nebraska Department of Roads and Sarpy County Public Works for approval prior to City Council action on the final plat. A copy of the letter or e-mail transmitting the study needs to be submitted. The proposal is to provide on-site storm water detention so that the peak flow from 50-year storm events from Lots 1 through 4 does not exceed the pre-development flows from these lots. The detention plan for these lots will need to be an exhibit to the subdivision agreement since this drainage proposal is beyond what would be required by compliance with current regulations. It is necessary to meet the limitations of the downstream culverts under Giles Road. There are some minor clarifications/revisions remaining to be provided in the drainage study, but these can be part of the review for the improvement plans for constructing Portal Circle. A signed and sealed copy of the drainage study after acceptance by the NDOR and Sarpy PW needs to be submitted. One paper copy and one digital copy would be sufficient.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

www.cityoflavista.org
info@cityoflavista.org

3. In accordance with Item No. 3 in the February 2, 2017 review letter, a copy of the revised drainage study needs to be submitted to the Papio-Missouri River Natural Resources District for review and comment. A copy of the letter or e-mail transmitting the study needs to be submitted.
4. Specifically regarding the Final Plat document, the City provides the following comments:
 - a. Per Article 3.05.03 of the Subdivision Regulations, please identify on the final plat the widths of the existing rights of way abutting the plat which includes 147th Street, Meadows Boulevard, and 145th Street.
 - b. The Final Plat needs to illustrate existing and proposed sewer and drainage easements in accordance with the storm sewer drainage study and sanitary sewer plan. The easements will need to be able to convey the major (100-year) storm event. The easements need to be illustrated on the plat, but shall be granted in a separate document that fully sets forth rights and obligations for usage of the easements.
 - c. Relative to Article 3.05.13 the signature block for the Planning Commission needs to be revised to comply with Section 10.03 of the Subdivision Regulations. This means change "Chairman" to "Chairperson".
 - d. Relative to Article 3.05.14 the signature block for the City Council and Mayor needs to be revised to comply with section 10.04 of the Subdivision Regulations. This means add the words "in accordance with the State Statutes of Nebraska".
 - e. Relative to Article 3.05.19 the surveyor's certification needs to be revised per Section 10.02 of the Subdivision Regulations. This means that the first sentence of the sample language in 10.02 needs to be added.
5. A subdivision agreement will need to be finalized prior to City Council action. Review comments regarding the draft subdivision agreement will be provided after full review by the City Engineer, City Attorney, and myself.
6. Cost estimates for proposed public improvements were provided which included itemization. The following comments and/or questions about the cost estimates include:
 - a. Identify if removal of the existing sanitary sewer lift station is covered by these estimates or if arrangements are being made for SID 48 to remove the lift station.
 - b. The watershed management fee will be applicable to Lots 1 through 5 and will be collected at time of building permit for each lot. Currently

the fee is \$4,609 per acres which is the PCWP fee that took effect July 1, 2016. The fee will increase each July 1 through 2019. After 2019, the fee is yet to be determined.

7. Financial guarantees for the proposed public improvements will be required in accordance with Section 7.02 of the Subdivision Regulations before the plat can be released for recording.

In order for the Final Plat to be considered for review at the April 20, 2017 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by March 29, 2017 to ensure that the application stays on track for the review by Planning Commission.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
City Planner

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Douglas Kellner, Thompson, Dreessen, & Dorner, Inc.

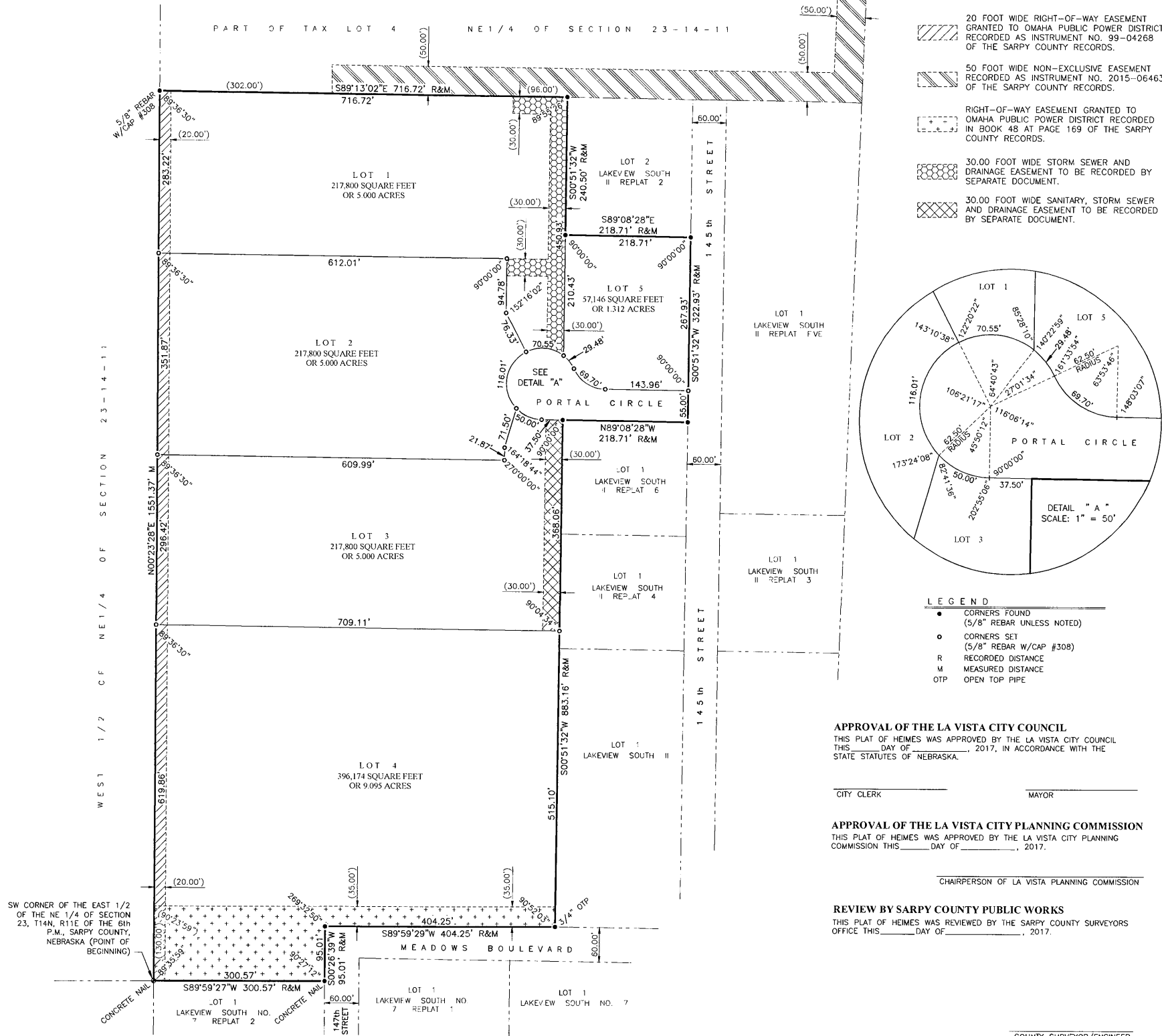
HEIMES

LOTS 1 THRU 5, INCLUSIVE

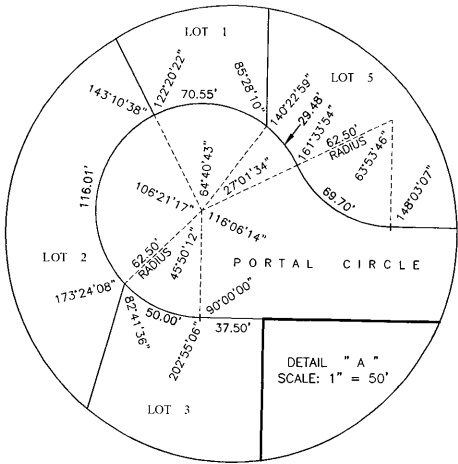
BEING A PLATTING OF LOT 2, LAKEVIEW SOUTH II REPLAT 6, A SUBDIVISION IN SARPY COUNTY, NEBRASKA TOGETHER WITH PART OF TAX LOT 4 IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 23, T14N, R11E OF THE 6th P.M., SAID SARPY COUNTY.

NOTES:

1. ANGLES SHOWN ADJACENT TO CURVES ARE MEASURED TO THE CHORD LINE OF SAID CURVE.
2. DIMENSIONS AND ANGLES IN PARENTHESIS PERTAIN TO EASEMENTS.



- 20 FOOT WIDE RIGHT-OF-WAY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED AS INSTRUMENT NO. 99-04268 OF THE SARPY COUNTY RECORDS.
- 50 FOOT WIDE NON-EXCLUSIVE EASEMENT RECORDED AS INSTRUMENT NO. 2015-06463 OF THE SARPY COUNTY RECORDS.
- RIGHT-OF-WAY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED IN BOOK 48 AT PAGE 169 OF THE SARPY COUNTY RECORDS.
- 30.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.
- 30.00 FOOT WIDE SANITARY, STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.



- ### LEGEND
- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
 - CORNERS SET (5/8" REBAR W/CAP #308)
 - R RECORDED DISTANCE
 - M MEASURED DISTANCE
 - OTP OPEN TOP PIPE

APPROVAL OF THE LA VISTA CITY COUNCIL

THIS PLAT OF HEIMES WAS APPROVED BY THE LA VISTA CITY COUNCIL THIS _____ DAY OF _____, 2017, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

CITY CLERK _____ MAYOR _____

APPROVAL OF THE LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF HEIMES WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2017.

CHAIRPERSON OF LA VISTA PLANNING COMMISSION _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HEIMES WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2017.

COUNTY SURVEYOR/ENGINEER _____

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND FURTHER CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS HEIMES, LOTS 1 THRU 5, INCLUSIVE, BEING A PLATTING OF LOT 2, LAKEVIEW SOUTH II REPLAT 6, A SUBDIVISION IN SARPY COUNTY, NEBRASKA TOGETHER WITH PART OF TAX LOT 4 IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 23, T14N, R11E OF THE 6TH P.M., SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF SAID EAST 1/2; THENCE N00°23'28"E (ASSUMED BEARING) 1551.37 FEET ON THE WEST LINE OF SAID EAST 1/2; THENCE S89°13'02"E 716.72 FEET ON THE NW CORNER OF LOT 2, LAKEVIEW SOUTH II REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY; THENCE S00°51'32"W 240.50 FEET ON THE WEST LINE OF LOT 2 SAID LAKEVIEW SOUTH REPLAT 2 TO THE NW CORNER OF SAID LOT 2, LAKEVIEW SOUTH II REPLAT 6; THENCE S89°08'28"E 218.71 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE NE CORNER THEREOF; THENCE S00°51'32"W 322.93 FEET ON THE EAST LINE OF SAID LOT 2 TO THE SE CORNER THEREOF; THENCE N89°08'28"W 218.71 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE SW CORNER THEREOF; THENCE S00°51'32"W 883.16 FEET ON THE WEST LINES OF LOT 1, LAKEVIEW SOUTH II REPLAT 6, LOT 1, LAKEVIEW SOUTH II REPLAT 4 AND LOT 1, LAKEVIEW SOUTH II, SUBDIVISIONS IN SAID SARPY COUNTY TO THE NORTH LINE OF MEADOWS BOULEVARD; THENCE S89°59'29"W 404.25 FEET ON THE NORTH LINE OF MEADOWS BOULEVARD TO THE WEST LINE OF 147th STREET; THENCE S00°26'39"W 95.01 FEET ON THE WEST LINE OF 147th STREET TO THE NE CORNER OF LOT 1, LAKEVIEW SOUTH NO. 7 REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY; THENCE S89°59'27"W 300.57 FEET ON THE NORTH LINE OF LOT 1 SAID LAKEVIEW SOUTH NO. 7 REPLAT 2 TO THE POINT OF BEGINNING.

CONTAINING 25.407 ACRES

MARCH 17, 2017

DATE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT WE, J & H INVESTMENTS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY AND LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS AND AMERICAN NATIONAL BANK, BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A STREET AND LOTS TO BE NAMED AND NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HEIMES, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREET AS SHOWN HEREON AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK QC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERCT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES; AND AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR LOT LINES.

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, THEIR SUCCESSORS AND ASSIGNS, TO ERCT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTS OF ALL CORNER LOTS.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

J & H INVESTMENTS L.L.C., LB SOUTHWEST, LLC, AMERICAN NATIONAL BANK
A NEBRASKA LIMITED LIABILITY COMPANY A NEBRASKA LIMITED LIABILITY COMPANY

BY: THOMAS HEIMES, MANAGER BY: LANCE PITTACK, PRESIDENT/MEMBER BY: JASON L. HANSEN, FIRST VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017 BY THOMAS HEIMES, MANAGER OF J & H INVESTMENTS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017 BY LANCE PITTACK, PRESIDENT/MEMBER OF LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2017 BY JASON L. HANSEN, FIRST VICE PRESIDENT OF AMERICAN NATIONAL BANK, ON BEHALF OF SAID BANK.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2017.

TREASURER'S SEAL

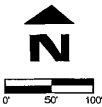
SARPY COUNTY TREASURER

TD2

engineering & surveying

thompson, dreesen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

HEIMES
LOTS 1 THRU 5, INCLUSIVE



Revision Dates

No.	Description	MM-DD-YY
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--	--	--
--	--	--

Job No.: A1642-108A
Drawn By: RJR
Reviewed By: JDW
Date: MARCH 17, 2017
Book:
Page:

Sheet Title

SARPY COUNTY
FINAL PLAT

Sheet Number

SHEET 1 OF 1

DRAFT SUBDIVISION AGREEMENT

(Heimes)

**(Replat of S 1551.37FT TAX LOT 4 23-14-11 and Lot 2 Lakeview South II Replat 6,
which shall henceforth be replatted as Lots 1-5, Heimes)**

THIS AGREEMENT, made this _____ day of _____, 2017, among J & H Investments LLC ("J & H Investments" or "Subdivider" as such context shall require), a Nebraska limited liability company, LB Southwest, LLC ("LB Southwest"), a Nebraska limited liability company, and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider and LB Southwest are the owners of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat, the Replatted Area," or "Subdivision". Specifically, LB Southwest is the owner of Lot 1, and J & H Investments is the owner of Lots 2, 3, 4, and 5, of the Replatted Area. The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, the Subdivider proposes to build public improvements in and serving the Subdivision and has requested the City to approve Subdivider's platting and plan for developing the Subdivision; and

WHEREAS, the Subdivider has elected to use the personal financing option and pay for construction of all improvements, with all infrastructure, utilities and other improvements to be paid for by Subdivider without use of sanitary improvement district or City; and

WHEREAS, the parties wish to agree upon the manner and to the extent to which paving, storm sewers, sanitary sewers, vehicular and pedestrian access and movement, utility distribution systems and other aspects of the infrastructure of the Subdivision shall be constructed, maintained, and other issues that are to be resolved;

WHEREAS, Subdivider desires to provide for the flow and handling of sewage collected in or flowing into the sanitary sewer system to be constructed within the Subdivision, and has requested City to issue the necessary connection permits therefor; and

WHEREAS, LB Southwest, by its execution of this Agreement and in addition to any obligation expressly provided by the terms of this Agreement: (i) does hereby agree that it is the owner of Lot 1 of the Replatted Area, (ii) does hereby consent to and agree to execute the Final Plat as owner of Lot 1 of the Replatted Area which is contemplated to be approved by the City Council in conjunction with this Agreement, (iii) does hereby acknowledge LB Southwest has no objection to Subdivider entering into this Agreement, (iv) does hereby agree at its cost and expense to maintain public infrastructure on or serving Lot 1, provided that cost of shared infrastructure shall be allocated on an equitable basis among all of the Lots in the Subdivision (as determined by the City Engineer if an agreement cannot be reached), unless such

maintenance is otherwise provided and paid for by a property owners association or any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer ("Maintenance CCRs"), (iv) does hereby agree to execute any such reasonable consent or acknowledgment as may be necessary to formalize LB Southwest's, and its successors and assigns, obligations with respect to the Maintenance CCR's; and (v) in no event, however, does LB Southwest consent or agree to be bound to any cost or obligation to install sewer, storm sewer, water, or roads to Lot 1, whereby, the Subdivider's execution of this Agreement constitutes the Subdivider's agreement to indemnify and hold LB Southwest, and its successors and assigns, harmless from such costs and expenses.

NOW, THEREFORE, IT IS AGREED by Subdivider, LB Southwest, and City as follows:

1. Replattings. Subject to the terms of this Agreement, **S 1551.37FT TAX LOT 4 2314-11 and Lot 2 Lakeview South II Replat 6** shall be replatted as Lots 1-5, Heimes, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat which shall include a demonstration of any easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.
3. Storm Water Management Plan: Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control in compliance with applicable regulations. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as meeting the requirements listed on the Post Construction Storm Water Management Plan attached hereto as "Exhibit C." Plans and specifications for such storm water management improvements shall be prepared, before issuance of a permit for grading or construction of improvements in the Replatted Area, by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements.
4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit D" shall be entered into between Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, and City prior to starting construction of such improvements described in Section 3 or any other improvements in the Replatted Area, after City has approved the Exhibits to be

attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:

- A. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider or LB Southwest, each with respect to areas of the Replatted Area it owns, at its expense,
- B. include provisions to control when post-construction storm water features are to be constructed,
- C. differentiate between the requirements of construction site storm water runoff controls and post-construction controls, and
- D. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff.

Such provisions shall run with the land and become the responsibility of Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, jointly and severally with their respective successors, assigns and future owners of their respective portions of the Replatted Area or any part thereof.

- 5. Watershed Management Fees: The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit B" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.
- 6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
- 7. Construction/Installation of Improvements.
 - A. The Subdivider covenants and agrees that the Subdivider shall, before the City releases the Final Plat to be recorded, present to the City Clerk a surety bond, or other security acceptable to the City Attorney, in form and content and in amounts totaling at least 110% of total estimated construction and soft costs of the following public improvements as satisfactory to the City Engineer, and guaranteeing the timely and orderly installation of the following public improvements at the Subdivider's expense :
 - 1. Paving. Concrete paving not less than nine inches (9") in depth with

integral curb, and of a width as shown on the paving plan for the Subdivision (Exhibit "E" attached hereto), and which paving shall be constructed in dedicated street right-of-way of Portal Circle per the final plat (Exhibit "B").

2. Sanitary Sewers. All sanitary sewer mains, manholes, and related appurtenances to be constructed within or serving the Subdivision, which shall be constructed in street right-of-way of Portal Circle as more fully shown on public sewer plan attached hereto as Exhibit "G".
3. Storm Sewers. Storm sewers, inlets, manholes, and related appurtenances constructed in dedicated street right-of-way of Portal Circle and within storm sewer easements as shown on final plat (Exhibit "B") and on storm sewer plan for the Subdivision (Exhibit "E" hereto).
4. Water. MUD water service, including domestic and firefighting flows, to serve all lots within the Subdivision to be installed in Portal Circle right-of-way.
5. Gas. Gas mains to serve all lots to be constructed in Portal Circle right-of-way.
6. Power. Underground electrical power to serve all properties within the Subdivision.
7. Street Lighting. Street lighting of a height, illumination and design to be approved by City and determined by City to be necessary.
8. The timing, plans and specifications for and location of each improvement, and any other requirements of this Agreement with respect to each such improvement, shall be in accordance with established City requirements and shall be subject to approval of the City's Engineer prior to starting construction or installation of each said improvement.

An itemized estimate of all applicable construction, engineering and other soft costs and expenses is included as Exhibit H.

8. Administrative Fee. Subdivider shall pay to City an amount equal to two percent (2%) of the actual construction cost of Subdivider paid improvements as administrative expenses incurred by City in connection with the administration of this Agreement. Estimated payment shall be made on the basis of two percent (2%) of the construction and/or installation cost estimates for the various improvements computed by the Subdivider's engineer, which estimated amount shall be paid to the City at the time the plans and specifications are submitted to the City for final review and approval.
9. Public Access Roads or Driveways. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agrees that direct vehicular access to abutting streets shall be limited as indicated on the Final Plat. The City shall have access to and over roads and driveways identified in the Plat for use of the public for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

10. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
11. Tract Sewer Connection Fees. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "F" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements.

Subdivider agrees that initial tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the release of the Final Plat for recording:

Lot 1, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 2, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 3, Industrial	5.00 ± AC @ \$5,500/AC	\$27,500.00
Lot 4, Industrial	9.10± AC @ \$5,500/AC	<u>\$50,050.00</u>
Total		\$132,550.00*

*Tract sanitary sewer connection fees required for Lot 5 prior to recording the Final Plat previously were paid.

Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, further agree that Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 2, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 3, Industrial	5.00 ± AC @ \$6,690/AC	\$ 34,500.00
Lot 4, Industrial	9.10± AC @ \$6,690/AC	\$ 62,790.00
Lot 5, Industrial	1.31±AC @ \$6,690/AC	<u>\$ 8,739.00</u>
Total		\$175,053.90

The aforesated fees of \$5,500 and \$6,690 per acre are the rates now in effect and are subject to increase. The rates in effect at time of connection to the sanitary sewer system will be the rates paid. A sanitary sewer connection agreement shall be required of Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, as a condition of release of the Final Plat to Subdivider for recording, in form and content attached hereto as Exhibit F, subject to approval of Sarpy County and any additions or changes as Sarpy County or the City Engineer determines necessary or advisable

12. Infrastructure to be at Private Expense. The cost of initial installation of all Infrastructure, Improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, streets, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed by Subdivider at Subdivider's sole cost and expense. The cost to maintain, operate, repair, or replace any such Infrastructure, Improvements, or easements shall be at private expense and the sole cost and expense of the owner(s) of the portions of the Replatted Area served by such Infrastructure, Improvements or easements or on which such Infrastructure, Improvements or easements are located, and any successor or assign of any such owner(s), unless such work is provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer and no part thereof shall be the responsibility of or at the expense of the City.
13. Private Financing of Improvements. The parties agree that the entire cost of all public improvements set out in Section 7 herein, and any other infrastructure, shall be paid by the Subdivider. The Subdivision shall not be included within the boundaries of any sanitary improvement district and no other form of public financing shall be utilized in construction of the improvements for the Subdivision, except as otherwise approved by City.
14. Maintenance and Repair of Infrastructure Improvements. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, at their sole cost and expense, shall maintain and keep in good repair, in perpetuity, all improvements of or benefiting their respective lots, provided, however, (i) the cost and expense to maintain, replace, or repair any such improvements shall be the responsibility of the owner(s) of the portions of the Replatted Area served by such improvements or on which such improvements are located, unless such work is provided and paid for by a property owners association or pursuant to any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer, and (ii) that City, subject to the following improvements being in good condition and repair at the following times, will assume responsibility for repair and maintenance of the following:
- The following improvements within Portal Circle right-of-way at time of City's annexation of the Subdivision:
1. Paving (exclusive of median and median improvements), public storm sewer, and public sanitary sewer (includes outfall sewer).
 2. OPPD charges for maintenance and energizing of street lighting, except as otherwise may be provided by policies or procedures of OPPD as implemented or amended from time to time for payment of any such charges by property owners.
15. Easements. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree as follows: All proposed easements by the Subdivider, and easements required by the City for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by

instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Subdivider shall be responsible for obtaining and delivering to City all required Easements before the final plat is released. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City.

16. Ownership Representation. J & H Investments and LB Southwest, by signing below and the Final Plat of Heimes, each does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the lots of the Replatted Area as indicated in the recitals above at date of execution of this Agreement and at date of recording the final plat. If J & H Investments or LB Southwest, after the final plat is recorded, desires to convey part of the Replatted Area, J & H Investments and LB Southwest, before such conveyance shall execute and record with the Sarpy County Register of Deeds covenants and easements to provide for the use, operation, maintenance, replacement, and repairs of any areas or improvements that benefit or are used or shared by the property to be conveyed and any other part of the Replatted Area, in form and content satisfactory to the City Engineer, if not previously provided in connection with creation of the property owner's association as described in subsection "2" below.

Notwithstanding anything in this Agreement to the contrary:

1. Requirements of this Agreement regarding operation, maintenance, modification, replacement, or repair of any public infrastructure or other improvements that are located on and serving only one lot in the Replatted Area shall be the sole responsibility of the owner of such lot, which requirements shall constitute covenants running with the land and be binding on all successors and assigns of such owner. Owners of other lots in the Replatted Area shall not be liable for such requirements; and
 2. Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that they may create a property owner's association to provide for use, operation, maintenance, modification, replacement, reconstruction, or repair, and allocation of corresponding costs or expenses among lot owners, of any public infrastructure or other improvements after they are constructed, in form and content satisfactory to the City Engineer and recorded with the Sarpy County Register of Deeds. Upon formation of such association, a lot owner's responsibility for the same shall cease except for (i) Subdivider's obligation of the initial construction of improvements and (ii) any requirement of such lot owner under this Agreement that the association does not perform.
17. Exhibit Summary. The Exhibits proposed by Thompson, Dreessen and Dorner Inc., engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Land survey certificate showing boundary area to be replatted. Drawing and legal description.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Post Construction Storm Water Management Plan
Exhibit "D"	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "E"	Public Paving and Storm Sewer
Exhibit "F"	Sewer Connection Agreement
Exhibit "G"	Sanitary Sewer Plan
Exhibit "H"	Itemized Estimate

18. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
19. Incorporation of Recitals. Recitals at this beginning of this Agreement are incorporated into this Agreement by reference.
20. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
21. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
22. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
23. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
24. City Engineer to be Determiner. Notwithstanding anything in this Agreement to the contrary, Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the City shall have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or

replacement, and Subdivider with respect to initial construction of improvements pursuant to Section 7 (and Subdivider or LB Southwest, as the case may be with respect to replacement, maintenance or repair of any improvements on or benefiting its lot(s)), shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.

25. City Access/Repair. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that the City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the owner(s) of the portions of the Replatted Area served by such improvements or on which such improvements are located, and such portions of the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited; provided, however, Subdivider shall be solely responsible for any required action pursuant to this Section 25 arising with respect to construction of improvements pursuant to Section 7. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure
26. City Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider or LB Southwest, or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.
27. Filing of Record. The Subdivider, at its expense when recording the Final Plat, shall record this Agreement and the covenants or easements required by this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.
28. Covenants Running With the Land. The Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, agree that:

The Final Plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider and LB Southwest, each with respect to areas of the Replatted Area it owns, and their respective successors and assigns gaining or claiming any interest or lien in, to or

against any property Subdivider or LB Southwest, as the case may be, owns within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the Final Plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures the day and year first above written.

J & H Investments LLC, a Nebraska LLC

By: J & H Investments LLC

Its: Managing Member

By: _____
Tom Heimes, J & H Investments LLC

CITY OF LA VISTA

By: _____
Douglas Kindig, Mayo

ATTEST:

Pamela A. Buethe, City Clerk, CMC

Consent by LB Southwest:

LB Southwest, by its execution of this Agreement and in addition to any obligation expressly provided by the terms of this Agreement: (i) does hereby agree that it is the owner of Lot 1 of the Replatted Area, (ii) does hereby consent to and agree to execute the Final Plat as owner of Lot 1 of the Replatted Area which is contemplated to be approved by the City Council in conjunction with this Agreement, (iii) does hereby acknowledge LB Southwest has no objection to Subdivider entering into this Agreement, (iv) does hereby agree at its cost and expense to maintain public infrastructure on or serving Lot 1, provided that cost of shared infrastructure shall be allocated on an equitable basis among all of the Lots in the Subdivision (as determined by the City Engineer if an agreement cannot be reached), unless such maintenance is otherwise provided and paid for by a property owners association or any other arrangement of property owners within the Replatted Area satisfactory to the City Engineer

("Maintenance CCRs"), (iv) does hereby agree to execute any such reasonable consent or acknowledgment as may be necessary to formalize LB Southwest's, and its successors and assigns, obligations with respect to the Maintenance CCR's; and (v) in no event, however, does LB Southwest consent or agree to be bound to any cost or obligation to bring sewer, storm sewer, water, or roads to Lot 1, whereby, the Subdivider's execution of this Agreement constitutes the Subdivider's agreement to indemnify and hold LB Southwest, and its successors and assigns, harmless from such costs and expenses.

LB Southwest, LLC, a Nebraska LLC

By: _____

Its: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Notary Public

[illegible]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

WITNESS my hand and Notarial Seal the day and year last above written.

Exhibit “A”: **Land survey certificate showing boundary area to be replatted.
Drawing and legal description.**

LEGAL DESCRIPTION FROM TITLE COMMITMENT

TAX LOT FOUR (4), IN SECTION TWENTY-THREE (23), TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., EXCEPT MEADOWS BOULEVARD AND EXCEPT THAT PART PLATTED AS LAKEVIEW SOUTH NO. 7 REPLAT 1, AND EXCEPT THAT PART PLATTED AS LAKEVIEW SOUTH NO. 7 REPLAT 2, BOTH SUBDIVISIONS IN SAID SAPPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE EAST 1/2 OF THE NE 1/4 OF SAID SECTION 23;

LEGAL DESCRIPTION - PARCEL 1

PART OF TAX LOT 4, IN SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., EXCEPT MEADOWS BOULEVARD AND EXCEPT THAT PART PLATTED AS LAKEVIEW SOUTH NO. 7 REPLAT 1, AND EXCEPT THAT PART PLATTED AS LAKEVIEW SOUTH NO. 7 REPLAT 2, BOTH SUBDIVISIONS IN SAID SAPPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF THE EAST 1/2 OF THE NE 1/4 OF SAID SECTION 23;

THENCE N89°59'27"E (ASSUMED BEARING) 300.57 FEET ON THE SOUTH LINE OF SAID EAST 1/2 TO THE WEST LINE OF 147TH STREET;

THENCE N00°26'19"E 95.01 FEET ON THE WEST LINE OF 147TH STREET TO THE NORTH LINE OF MEADOWS BOULEVARD;

THENCE N89°59'29"E 404.25 FEET ON THE NORTH LINE OF MEADOWS BOULEVARD TO THE SW CORNER OF LOT 1, LAKEVIEW SOUTH II, A SUBDIVISION IN SAID SAPPY COUNTY;

THENCE N00°51'32"E 1446.59 FEET ON THE WEST LINE OF LOT 1, SAID LAKEVIEW SOUTH II REPLAT 2, AND ON THE WEST LINES OF LOTS 1 AND 2, LAKEVIEW SOUTH II REPLAT 2, BOTH SUBDIVISIONS IN SAID SAPPY COUNTY TO THE NW CORNER OF SAID REPLAT 2;

THENCE N89°13'02"W 716.72 FEET TO THE WEST LINE OF SAID EAST 1/2;

THENCE S00°23'28"W 1551.37 FEET ON THE WEST LINE OF SAID EAST 1/2 TO THE POINT OF BEGINNING.

CONTAINING 1,060,245 SQUARE FEET OR 24.34 ACRES

CERTIFICATION

TO NORTH 24, LLC.,

AMERICAN NATIONAL BANK, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTEREST MAY APPEAR.

MICHAEL MCCORMACK, AN UNDIVIDED 12.5% INTEREST

JOHN W. MCLELLAN III, TRUSTEE OF THE PATRICIA A. MCLELLAN'S FAMILY TRUST, AN UNDIVIDED 12.5% INTEREST

MARGARET T. AKINS, SAMUEL J. AKINS, ZACHARY M. AKINS AND JOHN P. AKINS, TENANTS IN COMMON, AN UNDIVIDED 12.5% INTEREST

WILLIAM F. BOYLE, TRUSTEE OF THE FRANK J. WEAR REVOCABLE TRUST DATED OCTOBER 26, 1995, AS AMENDED

DATE OF DECEMBER 29, 2014, TO SUCCESSIONS IN TRUST AS TRUSTEES FOR ALICE M. WEAR AND JOHN H. WEAR, CHRISTOPHER D. WEAR AND SUSAN E. WEAR, AN UNDIVIDED 18.75% INTEREST.

AND

AND

HANLEY FAMILY LLC, A NEBRASKA LIMITED LIABILITY COMPANY, AN UNDIVIDED 25% INTEREST,

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND NEBRASKA TITLE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE FIELD WORK WAS COMPLETED ON DECEMBER 29, 2014.



CHRIS E. DORNER
NEBRASKA RLS #507
DATE: DECEMBER 29, 2014

NOTES

1. FLOOD ZONE CLASSIFICATION: THE PROPERTY LIES WITHIN A DESIGNATED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODING AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP NUMBER 31153C0042H DATED MAY 3, 2010).

2. GROSS LAND AREA: THE PROPERTY CONTAINS 1,060,245 SQUARE FEET OR 24.34 ACRES MORE OR LESS.

3. ZONING CLASSIFICATION: THE PROPERTY IS ZONED L-1 (LIGHT INDUSTRIAL) FOR THE CITY OF SAPPY COUNTY, NEBRASKA (http://www.sappy.net). THIS ZONING HAS THE FOLLOWING MINIMUM SETBACK REQUIREMENTS: FRONT YARD: 35 FEET SIDE YARD: 10 FEET REAR YARD: 25 FEET

4. TITLE COMMITMENT - SCHEDULE B-II ITEMS: THE DRAWING SHOWS OR NOTES THE EASEMENTS LISTED UNDER SCHEDULE B-II SECTION OLD EASEMENTS. THE SURVEYOR HAS REVIEWED THE COMMITMENT FOR TITLE INSURANCE NUMBER 0261383, EFFECTIVE DATE DECEMBER 19, 2014 AT 8:00 A.M.

ITEM E: THE TERMS AND CONDITIONS OF CONTRACT WITH NEBRASKA POWER COMPANY, RECORDED IN BOOK 8 AT PAGE 2 IS A BLANKET EASEMENT OVER THE SOUTH HALF OF TAX LOT 4.

ITEM F: THE METROPOLITAN UTILITIES DISTRICT HAS RECORDED A NOTICE IN BOOK 47 AT PAGE 131 WHICH REFERENCES A CONNECTION CHARGE.

ITEM G: 170 FOOT WIDE EASEMENT GRANTED TO THE METROPOLITAN UTILITIES DISTRICT RECORDED IN BOOK 48 AT PAGE 189.

ITEM I: EASEMENT GRANTED TO NORTHWESTERN BELL TELEPHONE COMPANY RECORDED AS INSTRUMENT NO. 89-15278. (DOES NOT LIE WITHIN THE SURVEYED PROPERTY.)

ITEM J: EASEMENT AS DESCRIBED IN "TERMS AND CONDITIONS OF CONTRACT" WITH NEBRASKA POWER COMPANY, RECORDED IN BOOK 8 AT PAGE 2 IS A BLANKET EASEMENT OVER THE SOUTH HALF OF TAX LOT 4.

ITEM K: 20 FOOT WIDE RIGHT-OF-WAY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED AS INSTRUMENT NO. 99-04262.

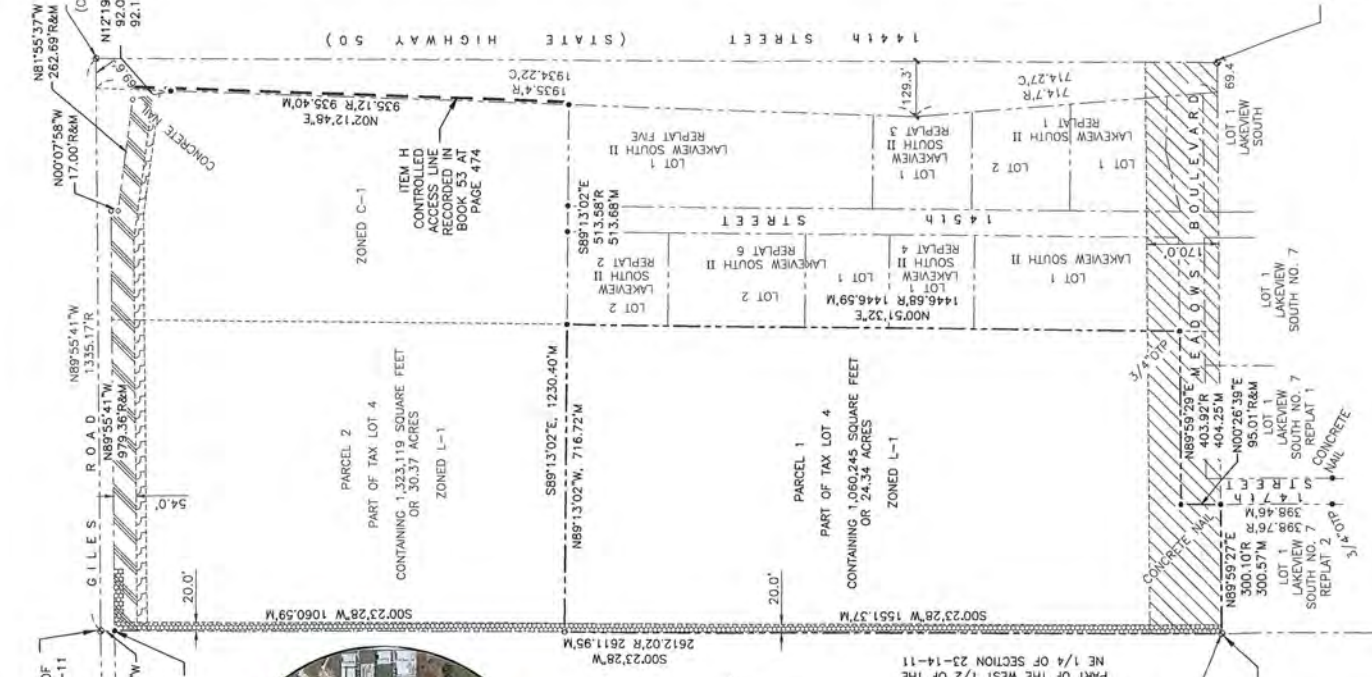
ITEM L: DEPARTMENT OF THE ARMY EASEMENT FOR ELECTION OF A ROUTE FOR THE PAVILION CREEK DAM LOCATED ON PAVILION CREEK DAM, WEHRSPANN LAKE RECORDED AS INSTRUMENT NO. 99-19097. (DOES NOT LIE WITHIN THE SURVEYED PROPERTY)

ITEM M: PERMANENT TRAIL EASEMENT GRANTED TO THE PAPO-MISSOURI RIVER NATURAL RESOURCES DISTRICT RECORDED AS INSTRUMENT NO. 99-35016.

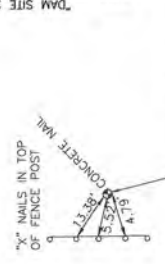
ITEM N: TEMPORARY GRADING EASEMENT GRANTED TO THE PAPO-MISSOURI RIVER NATURAL RESOURCES DISTRICT RECORDED AS INSTRUMENT NO. 99-35016.

SE CORNER OF THE NE 1/4 OF SECTION 23-14-11 (CORNER NOT RECOVERED)

NE CORNER OF SECTION 23-14-11 (CORNER NOT RECOVERED)



- LEGEND
- CORNERS FOUND (5/8" REBAR UNLESS NOTED)
 - CORNERS SET (5/8" REBAR WITH CAP 308)
 - C COMPUTED DISTANCE
 - R RECORDED DISTANCE
 - M MEASURED DISTANCE
 - OTF OPEN TOP PIPE



POINT OF BEGINNING PARCEL 1

SW CORNER OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 23-14-11

PART OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 23-14-11

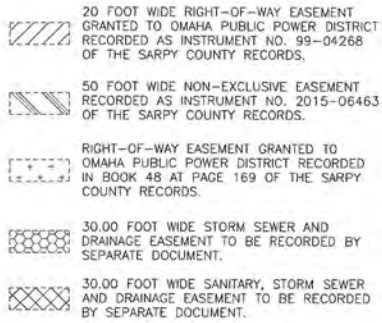
POINT OF BEGINNING PARCEL 2

NW CORNER OF THE EAST 1/2 OF THE NE 1/4 OF SECTION 23-14-11 (CORNER NOT RECOVERED)

Exhibit “B”: **Replat of the area to be developed.**

BEING A PLATTING OF LOT 2, LAKEVIEW SOUTH II REPLAT 6, A SUBDIVISION IN SARPY COUNTY, NEBRASKA TOGETHER WITH PART OF TAX LOT 4 IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 23, T14N, R11E OF THE 6th P.M., SAID SARPY COUNTY.

1. ANGLES SHOWN ADJACENT TO CURVES ARE MEASURED TO THE CHORD LINE OF SAID CURVE.
2. DIMENSIONS AND ANGLES IN PARENTHESIS PERTAIN TO EASEMENTS.



I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND FURTHER CERTIFY THAT I HAVE CONDUCTED A DILIGENT SEARCH OF THE RECORDS OF THE COUNTY OF SARGENT, NEBRASKA, AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS HEMES, LOTS 1 THRU 5, INCLUSIVE, BEING A PLATTING OF LOT 2, LAKEVIEW SOUTH II REPEAT 16, A SUBDIVISION IN SARGENT COUNTY, NEBRASKA TOGETHER WITH PART OF TAX LOT 4 IN THE EAST 1/2 OF THE WEST 1/2 OF SECTION 23, T14N, R11E OF THE 6TH PM, SAID SARGENT COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHWEST CORNER OF SAID LOT 2 OF THE EAST 1/2 OF

THENCE N00°23'28" (ASSUME BEARING) 1551.37 FEET ON THE WEST LINE OF SAID EAST 1/2;
THENCE S89°13'02"E 716.72 FEET ON THE NW CORNER OF LOT 2, LAKEVIEW SOUTH II REPEAT 2, A SUBDIVISION IN SAID SARGENT COUNTY;
THENCE S00°51'32"W 240.50 FEET ON THE WEST LINE OF LOT 2 SAID LAKEVIEW SOUTH REPEAT 2 TO THE NW CORNER OF SAID LOT 2, LAKEVIEW SOUTH II REPEAT 6;
THENCE S89°08'28"E 218.71 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE NE CORNER THEREOF;
THENCE S00°51'32"W 322.93 FEET ON THE EAST LINE OF SAID LOT 2 TO THE SE CORNER THEREOF;
THENCE N89°08'28"E 218.71 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE SW CORNER THEREOF;
THENCE S00°51'32"W 883.16 FEET ON THE WEST LINES OF LOT 1, LAKEVIEW SOUTH II REPEAT 6, LOT 1, LAKEVIEW SOUTH REPEAT 1 AND LOT 1, LAKEVIEW SOUTH II, SUBDIVISIONS IN SAID SARGENT COUNTY TO THE NORTH LINE OF MEADOWS BOULEVARD;
THENCE S89°59'29"W 404.25 FEET ON THE NORTH LINE OF MEADOWS BOULEVARD TO THE WEST LINE OF 147th STREET;
THENCE S00°26'39"W 95.01 FEET ON THE WEST LINE OF 147th STREET TO THE NE CORNER OF LOT 1, LAKEVIEW SOUTH NO. 7 REPEAT 2, A SUBDIVISION IN SAID SARGENT COUNTY;
THENCE S89°59'27"W 300.57 FEET ON THE NORTH LINE OF LOT 1 SAID LAKEVIEW SOUTH NO. 7 REPEAT 2 TO THE POINT OF BEGINNING.

NEBRASKA
REGISTERED
SURVEYOR
LS-308

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

HEIMES
LOTS 1 THRU 5, INCLUSIVE

No.	Description	MM-DD-YY
001	001	001
002	002	002
003	003	003
004	004	004

Job No.: A1642-108A
 Drawn By: RJR
 Reviewed By: JDW
 Date: MARCH 17, 2017
 Book:
 Page:

Sheet Title

SARPY COUNTY
FINAL PLAT

Sheet Number

SHEET 1 OF 1

Exhibit “C”: **Post Construction Storm Water Management Plan**

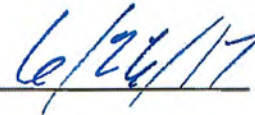
Heimes
147th and Meadows Blvd
Omaha, NE 68138

DRAINAGE STUDY

Prepared By:


Douglas Kellner, P.E.

Date:





TD2 No. 1642-108

DRAINAGE STUDY

Heimes

EXECUTIVE SUMMARY

This drainage study was prepared for the plat Heimes located at approximately 147th street and Meadows Blvd. The project site is located on the west of the Lakeview South II Subdivision and east of the Chalco Hills Recreation area. Stormwater runoff from the site will be collected via overland flow and storm sewer pipe where it will be controlled at each lot level meeting the requirements discussed in the proposed conditions section.

Existing Conditions

The site is bounded by Lakeview South II to the east, the Chalco Hills Recreation Area to the west, the proposed Woodhouse Place subdivision to the north and Meadows Blvd to the south.

The site's primary drainage pattern is from the south to the north with drainage running onto the adjacent property to the north via the drainage ditch. The existing site includes significant grade differentials (approximately 68 feet) from the high end along the south to the low point located on the north end of the property.

The Hydraflow Hydrographs extension for AutoCAD Civil 3D 2016 was used to analyze the conditions of the site. Hydrograph 1-4 are the pre-construction conditions for each site individually with Hydrograph 5 showing the 24.1 Acres of lots 1-4 treated as a whole.

Proposed Conditions

As discussed in the executive summary, each lot will be responsible for meeting the stormwater requirements of the Heimes subdivision. Lots 1-5 will be required to meet city of La Vista requirements including no net increase of the 2-year storm event, 125% of the 10-year storm event and treatment of the 1/2" storm. In addition all 5 lots will be required to treat an additional 39.6 cubic feet per acre to provide additional treatment accounting for the Portal Circle right-of-way. Lots 1-4 will be held to an additional storage requirement that the drainage for the 50-year storm of 3.81 CFS/Acre. The 3.81 CFS/Acre is taken from the 50-year storm value of hydrograph 5 and put into a per acre basis.

Specifically, the limits of flow from Lots 1-3 are 7.5 CFS for the 2-year storm event, and 19 CFS for the 50-year storm event. The 10-year storm event cannot exceed 125% of the pre-construction storm event, but also cannot exceed the 19 CFS for

the 50-year storm. For Lot 4, the 2-year storm needs to be held to 13.7 CFS. The 50-year storm event needs to be detained to 34.7 CFS, and the 10-year storm event cannot exceed 125% of the pre-construction storm event, or the 34.7 CFS of the 50-year storm.

Hydrographs 6-9 are Lots 1-4 in an assumed condition of CN=80 with a time of Concentration of 5 minutes.

Hydrographs 10-13 are the sample ponds was designed for each lot with the goal of controlling to the required 3.81 CFS/acre. No optimizations were made for the 2, 10 or 100 year storm capacities, nor to the required treatment volumes. It should also be noted that the ponds described are not likely what will be installed on the site and are just samples to get a model of the 50-year storm to the drainage ditch on the north end of the property.

Hydrographs 14-15 are the routing of each basin toward the drainageway on the north end of the property with hydrograph 16 being the total flow from the Heimes properties.

At the drainage ditch the flows from hydrograph 16 along with the flows from the drainage of Lakeview South II subdivision will combine and enter the Woodhouse Place subdivision. The 10-year storm and pipe capacity of that storm sewer system is 107 CFS from the drainage study for Lakeview South II. An additional 30 CFS from Lakeview South II will flow along 145th street and enter the Woodhouse Place subdivision. Because of the requirements of the city of La Vista, we do not anticipate an increase of the calculated 2, 10 or 50 year flows from the Portal Circle right-of-way or Lot 5 Heimes.

Hyrdograph 17 represents the flows from Portal Circle Right-Of-Way to Imp pt. 5.

Exhibit "D":

**Post-Construction Storm Water Management Plan
Maintenance Agreement**

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

(Blank for PCWP Web Site Tracking Number)

(Blank for Local Jurisdiction Tracking Number)

WHEREAS, [REDACTED] (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development located at [REDACTED] in the zoning jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one or more) is the owner of the property described on Exhibit “A” attached hereto (hereinafter referred to as “the Property”), and,

WHEREAS, the City of La Vista (hereinafter referred to as “the City”) requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, [REDACTED], (hereinafter referred to as “PCSMP”), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever

the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of

any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.

8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of _____, 20____.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT

_____))
State

_____))
County

On this _____ day of _____, 20____ before me, a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

Notary Seal

Exhibit “A”

Insert Real Property Depiction
(FOR EXAMPLE, THE SURVEYOR’S CERTIFICATE)

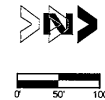
Exhibit “B”

Insert BMP Maintenance Requirements
(See Guidance Document for Information Needed)

Exhibit “E”

Public Paving and Storm Sewer

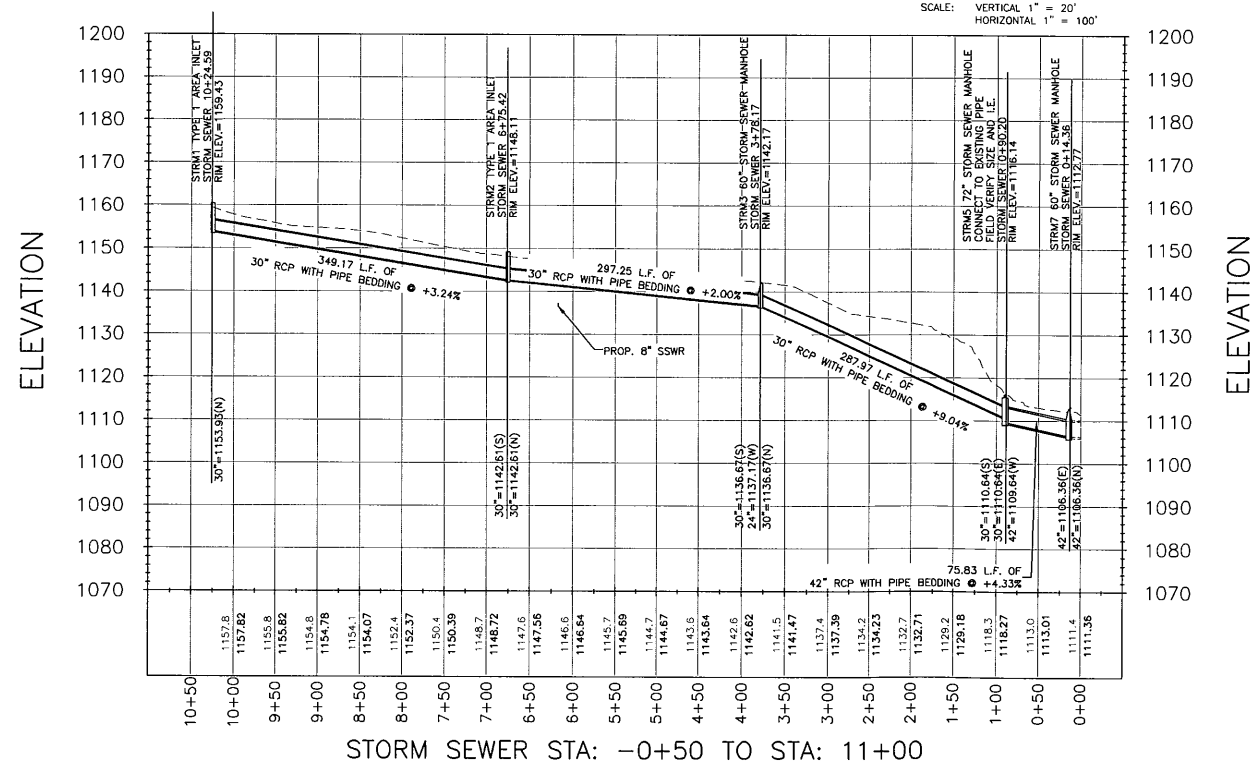
LOTS 1, 2, 3, 4, AND 5



STRUCTURE TABLE (STORM SEWER)	
STRUCTURE NAME	ELEVATIONS
STRM3 60" STORM SEWER MANHOLE	RIM: 1142.17
	I.E. 30": 1136.67 (S)
	I.E. 24": 1137.17 (W)
	I.E. 30": 1136.67 (N)
STRM5 72" STORM SEWER MANHOLE CONNECT TO EXISTING PIPE FIELD VERIFY SIZE AND I.E.	RIM: 1116.14
	I.E. 30": 1110.64 (S)
	I.E. 30": 1110.64 (E)
	I.E. 42": 1109.64 (W)
STRM6 54" MANHOLE CONSTRUCT OVER EXISTING STORM SEWER FIELD VERIFY ELEVATIONS	RIM: 1143.77
	I.E. 15": 1140.68 (W)
	I.E. 24": 1139.93 (S)
	I.E. 24": 1139.93 (N)
STRM7 60" STORM SEWER MANHOLE	RIM: 1121.77
	I.E. 42": 1106.36 (E)
	I.E. 42": 1106.36 (N)

AREA INLETS		
STRUCTURE NAME	ELEVATIONS	LOCATION TO CENTER OF STRUCTURE
STRM1 TYPE 1 AREA INLET	RIM ELEV: 1160.4 INTAKE OPENING: 1.0' BELOW RIM ELEV. I.E. 30": 1153.93 (N)	STORM SEWER: 10+24.59, 0.00 N: 5230.39 E: 4714.52
STRM2 TYPE 1 AREA INLET	RIM ELEV: 1149.1 INTAKE OPENING: 1.0' BELOW RIM ELEV. I.E. 30": 1142.61 (S) I.E. 30": 1142.61 (N)	STORM SEWER: 6+75.42, 0.00 N: 5569.52 E: 4720.01
STRM4 TYPE 1 AREA INLET	RIM ELEV: 1146.1 INTAKE OPENING: 1.0' BELOW RIM ELEV. I.E. 24": 1140.08 (E)	STORM SEWER: 3+79.51, 100.23 N: 5886.90 E: 4624.23



CURB INLET INFORMATION	
STRUCTURE NAME	ELEVATIONS
INLET#1 TYPE 3 CURB INLET	RIM: 1144.40 I.E. 15": 1141.45 (E)



STORM SEWER NOTES

1. ALL INLET STATIONING SHOWN IS TO THE CENTER OF THE MANHOLE.
2. THE LOCATIONS OF EXISTING UTILITIES ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
3. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING PROPERTY, UTILITIES AND STRUCTURES DURING AND AFTER HIS OWN CONSTRUCTION.
4. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE HAULED OFF SITE AND DISPOSED OF PROPERLY. (NO DAY IN)
5. CONCREBER PIPE SHALL BE 30 INCHES AND SMALLER IN DIAMETER SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-76, CLASS III, LATEST REVISION; REINFORCED CONCREBER SEWER PIPE 36 INCHES AND LARGER IN DIAMETER SHALL CONFORM TO THE D-LOAD SPEC TO PRODUCE A 0.01 INCH DEFLECTION IN ACCORDANCE WITH ASTM C-76, LATEST REVISION. PIPE JOINT SEALING COMPOUND SHALL CONFORM TO FED. SPEC. S5-C-153, OR APPROVED EQUAL.
6. THE CONTRACTOR SHALL BE AVAILABLE TO THE CITY OF OMAHA PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
7. THE ENGINEER/INSPECTOR MUST INSURE ALL STORM SEWER PIPE USED FOR CONSTRUCTION HAS BEEN CERTIFIED BY THE AMERICAN CONCRETE PIPE ASSOCIATION (ACPA). ALL PIPE SHALL DISPLAY THE Q-CAST SYMBOL. VERIFY THE PIPE QUALITY BY THE ACPA'S CERTIFICATION PROGRAM. VISUAL INSPECTIONS FOR DEFECTS SHALL CONTINUE TO TAKE PLACE ON SITE.

LEGEND

-  30.00 FOOT WIDE STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.
 30.00 FOOT WIDE SANITARY, STORM SEWER AND DRAINAGE EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT.
 ----SS---- PROPOSED SANITARY SEWER
 ---+--- EXISTING STORM SEWER
 ---+--- EXISTING SANITARY SEWER

TD2
engineering
& surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

HEIMES LOTS
1-5

Client Name

Heimes Corp.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
115	115	115
116	116	116
117	117	117
118	118	118
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Drawn By: BSD Reviewed By: SRL
Job No.: 1642-108 Date: 06-23-17

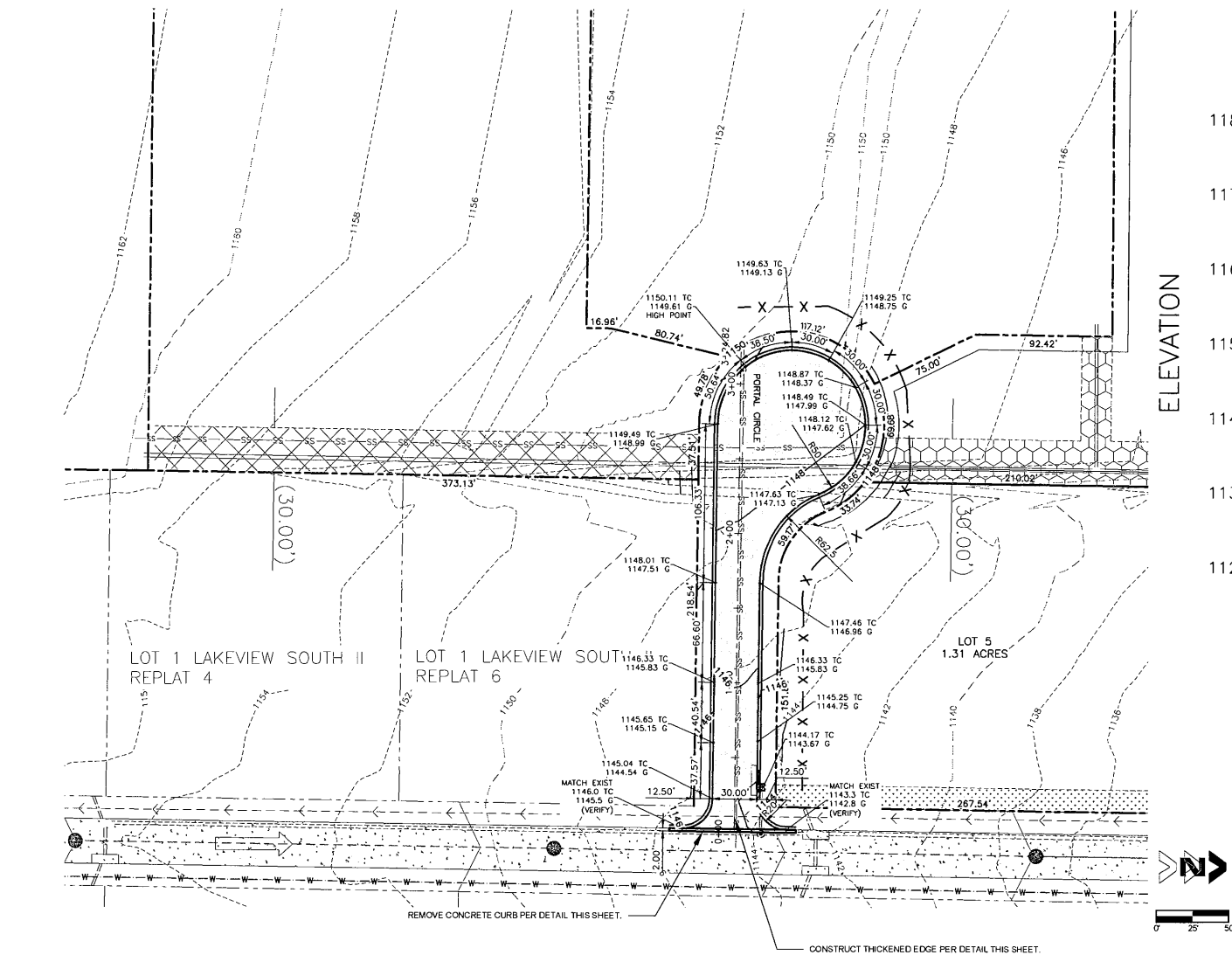
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STORM SEWER PLAN AND PROFILE

Sheet Number

SHEET 4 OF 6

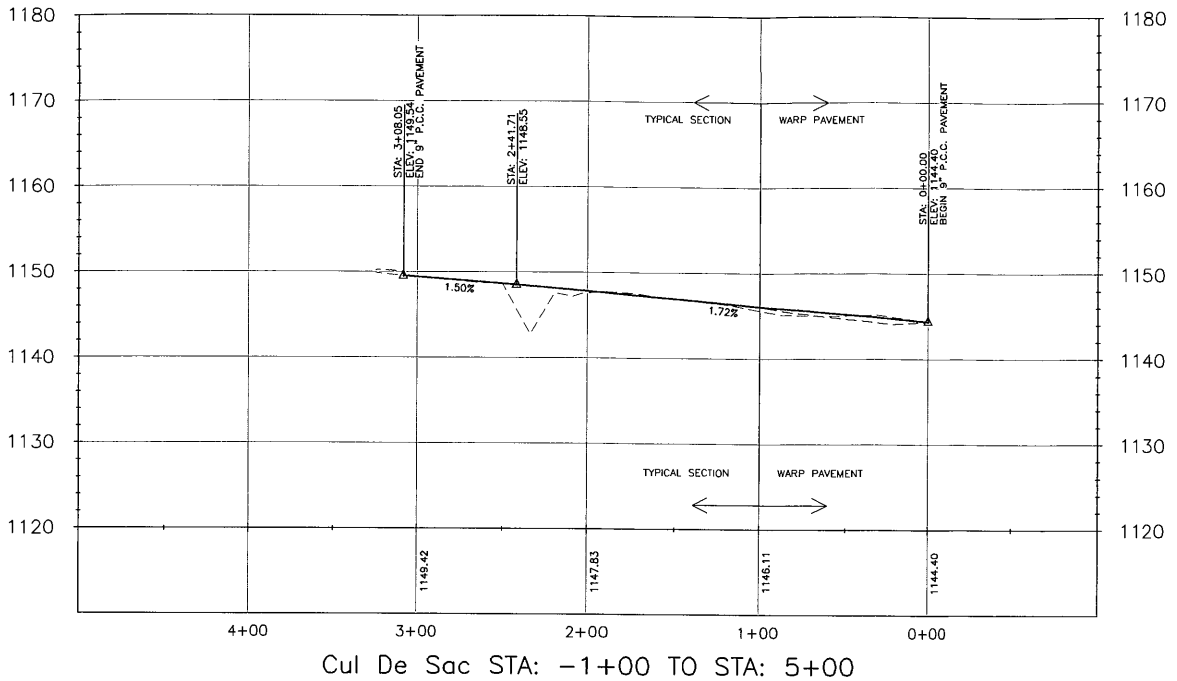
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ELEVATION

PAVING NOTES

1. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED PRIOR TO CONSTRUCTION THROUGH THE NEBRASKA 811 "ONE CALL" NOTIFICATION SYSTEM.
2. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION OPERATIONS.
3. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO EXISTING PROPERTY, UTILITIES, AND STRUCTURES, AND WILL REPAIR OR REPLACE DAMAGED IMPROVEMENTS AT HIS OWN EXPENSE.
4. DIMENSIONS SHOWN ARE TO EDGE OF SLAB, BACK OF CURB, OR FACE OF BUILDING AS APPLICABLE. CONTRACTOR SHALL VERIFY THE LAYOUT AND DIMENSIONS OF IMPROVEMENTS WITH THE OWNER AND ARCHITECT BEFORE BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL BARRICADES, FLAGMEN, AND TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS. NO SEPARATE PAYMENT WILL BE MADE FOR TRAFFIC CONTROL.
6. COORDINATE WORK WITH ALL OTHER TRADES.
7. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REGULATIONS IN THE EXECUTION OF THE WORK UNDER THIS CONTRACT.
8. THE CONTRACTOR SHALL ADJUST ALL UTILITIES TO FINISHED PAVEMENT GRADE OR AS REQUIRED IN LANDSCAPED AREAS. (NO PAY ITEM)
9. VERIFY ELEVATIONS AT ALL OUTSIDE DOOR LOCATIONS WITH ARCHITECT TO ENSURE CODE COMPLIANCE AND ACCESSIBILITY. SEE ARCHITECTURAL PLANS FOR STOODS.
10. WATER REDUCING ADMIXTURES SHALL NOT BE USED UNLESS APPROVED BY THE ENGINEER.
11. CONCRETE PAVEMENT SHALL BE CURED USING A WHITE PIGMENTED LIQUID MEMBRANE FORMING CURING COMPOUND THAT HAS BEEN APPROVED BY THE CITY OF OMAHA. MINIMUM RATE OF APPLICATION SHALL BE 200 SQ. FEET PER GALLON IF A MECHANICAL POWER SPRAYER IS USED, AND 100 SQ. FEET PER GALLON IF A HAND SPRAYER IS USED.
12. HANDICAP ACCESSIBLE RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OMAHA STANDARD PLATE NO. 500-82 (NO PAY ITEM).
13. TYPE "A" INTEGRAL CURB SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OMAHA STANDARD PLATE NO. 500-52.
14. ALL CONCRETE JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OMAHA STANDARD PLATE NO. 500-50.

LEGEND

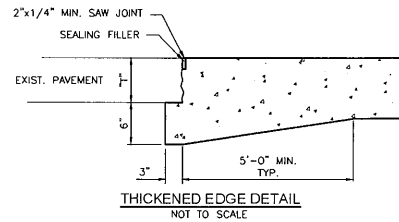
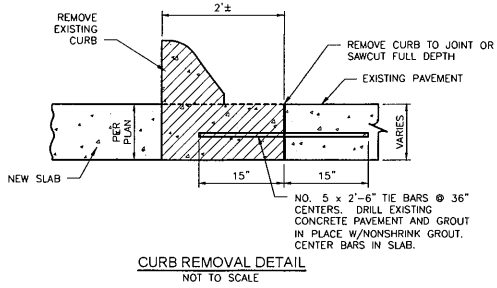
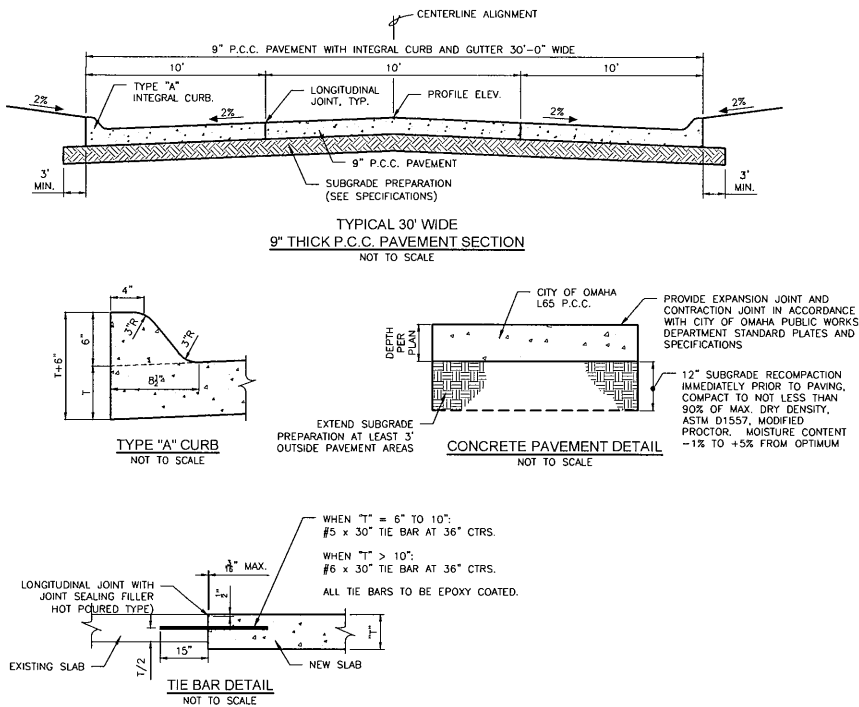
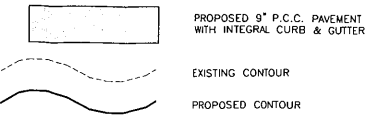


Exhibit “F” Sewer Connection Agreement

DRAFT

HEIMES
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT ("Agreement"), made and entered into in La Vista, Nebraska, on this ___ day of _____, 2017, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), J&H Investments, LLC and LB Southwest, LLC, a Nebraska limited liability company authorized to do business in Nebraska its successors and assigns (hereinafter referred to as "Owner") (City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties");

W I T N E S S E T H:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Lots 1-5, Heimes, as depicted on Exhibit "A" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer system constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City's sewerage system, and into the Sarpy Industrial Sewer ("Industrial Sewer") within City's Future Growth Area ("City's FGA") within the meaning of the Nebraska County Industrial Sewer Construction Act (Neb.Rev.Stat. _23-3601, et seq.); and

WHEREAS, City is the authorized agent to issue permits for connection to the Sarpy Industrial Sewer within City's FGA and to collect sewer connection fee for such connections on behalf of Sarpy County; and

WHEREAS, Sarpy County is to be a third party beneficiary of the agreements herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

I

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:

- A. Shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the "sewer system of the City":

- A. Any sanitary sewer or system of sanitary sewers owned by the City;
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system

of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City. Owner shall have the right to connect to the public sanitary sewer located in Heimes subject to the conditions of an agreement with Sarpy County.

III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.
- B. That the sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein, and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, *infra*.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the reasonable opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, upon written notice thereof, promptly correct said defect.
- F. That in the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for the reasonable cost of all work, services, materials and other expenses reasonably incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no

event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewer system of the Owner, in violation of such ordinances, regulations and conditions.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- H. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- I. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.
- J. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- K. That, subject to the provisions of Paragraph V, *infra*, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, *infra*, hereinafter made and adopted by City or Sarpy County.
- L. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of years.

V

Owner agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City in effect at the time of the connection;
2. obtain from the City a permit to so connect, as may be required by the ordinances of the City in effect at the time of the connection.

3. make all connections to the sewer system of the City in accordance with applicable ordinances, regulations and specifications.
4. upon written notice by City, immediately disconnect any connection to the sewer system of the City which has been made by the Owner without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City pertaining to sewer connections.

VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's written notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's written notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
 1. Upon giving the Owner sixty (60) days written notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
 2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of

the Owner, City shall have the absolute right, at its option, to itself perform the work reasonably necessary for the requested corrective measures, or to reasonably complete the corrective measures commenced by the Owner, as the case may be, in either of which events the Owner agrees to immediately reimburse City for any and all reasonable expenses incurred by City in connection therewith.

3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless Owner shall advise the City in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term which said Party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraph IV, supra.

IX

The failure of either Party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Final Plat – Heimes

Exhibit "B": Sanitary Sewer Exhibit

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and

clause of this Agreement shall be deemed severable; provided, however, that, if in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

Both Parties acknowledge and agree that this written Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XIII

The provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF, we, the Parties hereto, by our respective duly authorized agents, hereto affix our signatures at La Vista, Nebraska, the day and year first above written.

ATTEST:

CITY OF LA VISTA, a municipal
corporation in the State of Nebraska

CITY CLERK

BY:

MAYOR

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

EXHIBIT "A"

EXHIBIT “B”

Exhibit "G"

Sanitary Sewer Plan

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Exhibit “H”

Itemized Estimate

Heimes

June 27, 2017
Thompson, Dreessen & Dorner, Inc.

	Description	Units	Quantity	Cost	Total
Sanitary Sewer					
1	6" PVC SDR 23.5 Sanitary Sewer Pipe w/Class I Bedding, in place	L.F.	290	\$ 30	\$ 8,700
2	8" PVC SDR 35 Sanitary Sewer Pipe w/Class I Bedding, in place	L.F.	600	\$ 35	\$ 21,000
3	54" I.D. Sanitary Sewer Manhole, in place	V.F.	20	\$ 380	\$ 7,600
4	Standard Manhole Ring and Cover, in place	EA.	2	\$ 500	\$ 1,000
5	Connect to Existing Sanitary Sewer	EA.	1	\$ 2,000	\$ 2,000
6	Lift Station Removal	EA.	1	\$ 25,000	\$ 25,000
	Subtotal				\$ 65,300
7	Engineering Fee and Administrative Fees 20%				\$ 8,100
	Subtotal				\$ 73,400
8	Tract Fee (Platting)	AC	24.02	\$ 5,500	\$ 132,110
9	Tract Fee (Permitting)	AC	24.02	\$ 6,690	\$ 160,694
	Total				\$ 366,204
Storm Sewer					
10	15" I.D. RCP Class III w/Bedding, in place	L.F.	65	\$ 50	\$ 3,250
11	24" I.D. RCP Class III w/Bedding, in place	L.F.	100	\$ 54	\$ 5,400
12	30" I.D. RCP Class III w/Bedding, in place	L.F.	950	\$ 76	\$ 72,200
13	42" I.D. RCP Class III w/Bedding, in place	L.F.	70	\$ 80	\$ 5,600
14	Type III Curb Inlet, in place	EA.	2	\$ 3,000	\$ 6,000
15	Type I Area Inlet, in place	EA.	3	\$ 3,000	\$ 9,000
16	60" I.D. Storm Sewer Manhole, in place	V.F.	5	\$ 500	\$ 2,500
17	72" I.D. Storm Sewer Manhole, in Place	V.F.	6	\$ 600	\$ 3,600
18	Standard Manhole Ring and Cover, in place	EA.	2	\$ 500	\$ 1,000
	Subtotal				\$ 108,600
19	Engineering Fee and Administrative Fees - 20%				\$ 21,800
	Total				\$ 130,400
Paving					
20	Common Excavation (Pavement Subgrade)	C.Y.	500	\$ 5	\$ 2,500
21	9" Uniform Thickness P.C.C. Pavement w/Type A Integral Curb, in place	S.Y.	1800	\$ 52	\$ 93,600
22	Curb Removal	L.F.	85	\$ 10	\$ 850
23	Traffic Barrier, Type D, in place	EA.	1	\$ 300	\$ 300
24	Street Sign, in place	EA.	1	\$ 300	\$ 300
	Subtotal				\$ 97,600
25	Engineering Fee and Administrative Fees 20%				\$ 19,600
	Total				\$ 117,200
Water					
26	Pioneer Main Fees	L.S.	1	\$ 35,675	\$ 35,675
27	Interior Water Main Costs	L.S.	1	\$ 459,383	\$ 459,383
	Subtotal				\$ 495,058
28	Engineering Fee and Administrative Fees 5%				\$ 24,800
	Total				\$ 519,900
Electricity					
29	Backbone Fee	AC.	24.02	\$ 3,580	\$ 85,992
	Subtotal				\$ 85,992
30	Engineering Fee and Administrative Fees 5%				\$ 4,300
	Total				\$ 90,300

Name of Addition

Heimes

June 27, 2017

	Proposed Improvements				
	Quantity	Construction Cost	Engineering/ Administrative Fees	Total ¹ Cost	Private Funding
Sanitary Sewer Interior	890	\$65,300	\$8,100	\$73,400	\$73,400
Storm Sewer	1185	\$108,600	\$21,800	\$130,400	\$130,400
Paving	1800 SY	\$97,600	\$19,600	\$117,200	\$117,200
Water Interior	1 L.S.	\$495,058	\$24,800	\$519,900	\$519,900
Gas Interior	0 L.S.	\$0	\$0	\$0	\$0
Electricity Backbone	24.02 AC.	\$85,992	\$4,300	\$90,300	\$90,300
Total		\$852,550	\$78,600	\$931,200	\$931,200

¹ Total cost includes engineering fees and administrative fees