

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 15, 2018 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT – BROOK VALLEY II REPLAT 5 (NE OF 120 TH & PORTAL RD.)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

SYNOPSIS

Resolutions have been prepared for approval of a replat and subdivision agreement for approximately 7.62 acres located northeast of 120th Street and Portal Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to consider applications for a replat and subdivision agreement, submitted by Pipers Plus Company, LLC, for approximately 7.62 acres currently described as Lot 1 Brook Valley II Business Park Replat 2, The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2. The property is generally located northeast of 120th Street and Portal Road.

The purpose of the requests is to replat the property into a single lot for development. A detailed staff report is attached.

The Planning Commission held a meeting on April 20, 2018, and unanimously recommended approval of the replat contingent on 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, FOR APPROVAL OF THE REPLAT FOR LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 2 AND THE N 280 OF THE W 80FT OF LOT 2 BROOK VALLEY II BUSINESS PARK REPLAT 2, TO BE REPLATTED AS LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 5, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 1 Brook Valley II Business Park Replat 2 and The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2, to be replatted as Lot 1 Brook Valley II Business Park Replat 5; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on April 19, 2018, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 1 Brook Valley II Business Park Replat 2 and The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2, to be replatted as Lot 1 Brook Valley II Business Park Replat 5, a subdivision located in the Northwest Quarter of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of 120th Street and Portal Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 15TH DAY OF MAY, 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOT 1 BROOK VALLEY II BUSINESS PARK REPLAT 5 SUBDIVISION.

WHEREAS, the City Council did on May 15, 2018, approve the final plat for Lot 1, Brook Valley II Business Park Replat 5 Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Pipers Plus, LLC, have agreed to execute a Subdivision Agreement satisfactory in form and content to the City.

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the May 15, 2018, City Council meeting for the Brook Valley II Business Park Replat 5 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 final plat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 15TH DAY OF MAY 15, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PRP-18-0001

For Hearing of:
Report Prepared on:

May 15, 2018
May 7, 2018

I. GENERAL INFORMATION

A. APPLICANT:

Pipers Plus Company LLC
8506 S 117th Street
La Vista, NE 68128

B. PROPERTY OWNER:

Pipers Plus Company LLC
8506 S 117th Street
La Vista, NE 68128

C. LOCATION: Northeast of 120th Street and Portal Road.

D. LEGAL DESCRIPTION: Lot 1 Brook Valley II Business Park Replat 2, The N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2

E. REQUESTED ACTION(S):

- Replat to consolidate two lots into one lot for the purpose of development.

F. EXISTING ZONING AND LAND USE:

- I-2 Heavy Industrial; Vacant

G. PURPOSE OF REQUEST: To allow for the construction of a warehouse for industrial uses and associated parking.

H. SIZE OF SITE: 7.62 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: Both lots are currently vacant with assorted construction materials to be removed at the time of development. The topography of the lots are relatively flat with an increasing downward slope to the northern property line which follows the centerline of a creek.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** C-3 Highway Commercial/Office Park District with the Gateway Corridor District (Overlay District); Vacant.

2. **East:** I-2 Heavy Industrial; Eyman Plumbing, Omnicare, Standard Heating and Air Conditioning.
3. **South:** I-2 Heavy Industrial; Republic National Distributing Company
4. **West:** I-2 Heavy Industrial; The Volleyball Academy

C. RELEVANT CASE HISTORY:

1. A deed split conducted on April 14, 2009 created the lot described as the N 280 of the W 80ft of Lot 2 Brook Valley II Business Park Replat 2. Deed splits are not allowed as per the Subdivision Regulations and therefor the lot is not a legal lot of record. The proposed replat will alleviate such issues.

D. APPLICABLE REGULATIONS:

1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District
2. Section 3.07 of the Subdivision Regulations – Replats

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan currently designates the lots for industrial uses.
- B. OTHER PLANS:** Not applicable.
- C. TRAFFIC AND ACCESS:**
1. The proposed plat designates an access point to Portal Road. An access easement will allow cross access between the subject property and Lot 10 Brook Valley II Business Park (Eyman Plumbing).
 2. The proposed use of industrial flex space is intended for permitted uses under the existing heavy industrial zoning and does not create a higher intensity of traffic than originally anticipated with the development of this subdivision. Hence, it was determined that a traffic impact analysis was not necessary for this application.
- D. UTILITIES:**
1. The property has access to water, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. An acceptable subdivision agreement has been drafted. The agreement includes recognition of tract sewer connection fees and storm water management fees being due on the proposed Lot 1. It would also need to address permission to reconstruct or relocate the existing public storm sewer inlet on Portal Road, and would need to address any shared, private infrastructure such as shared access with Lot 10, Brook Valley II Business Park (Eyman Plumbing).

V. STAFF RECOMMENDATION – REPLAT:

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

VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The Planning Commission held a meeting on April 19, 2018 and unanimously voted to recommend approval of the replat, contingent on the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

VII. ATTACHMENTS TO REPORT:

- 1. Vicinity Map
 2. Staff Review and Applicant Response Letters
 3. Replat Maps
 4. Subdivision Agreement

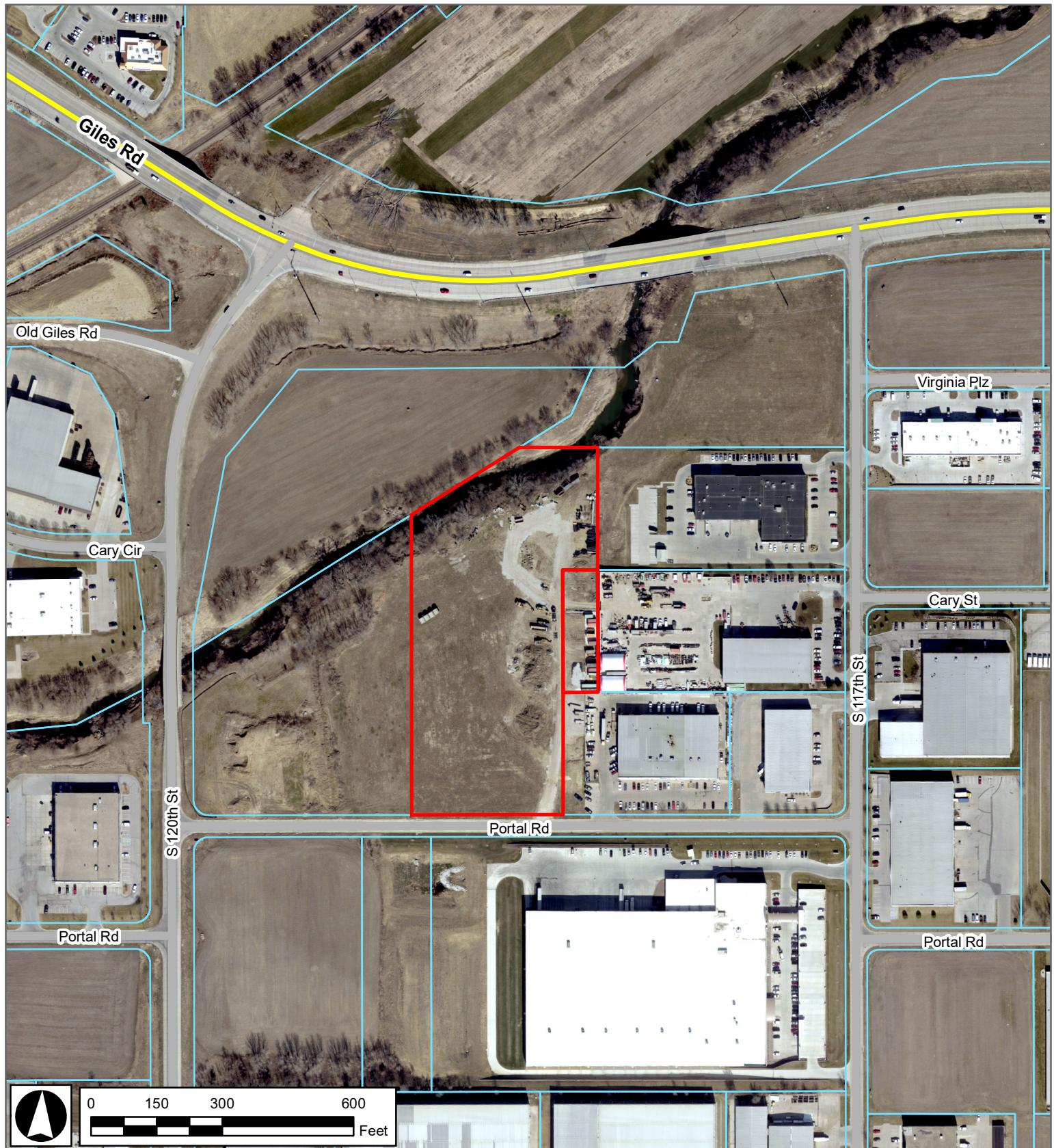
IX. COPIES OF REPORT SENT TO:

1. Tom Eyman, Pipers Plus, LLC
 2. Paul Gonzalez, E & A Consulting Group
 3. Public Upon Request

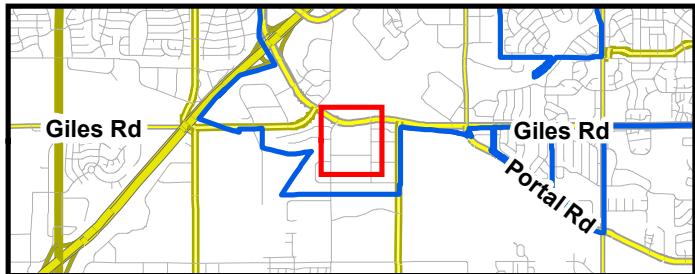
Prepared by

Community Development Director

5-10-18



Project Vicinity Map



**Brook Valley II Business Park
Replat 5**
4/9/2018

JMC





March 19, 2018

Mr. Christopher Solberg
City Planner
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Brook Valley II Business Park Replat Five
City Engineer Initial Review of Replat Submittal

Chris:

I have reviewed the application materials that I received from you in a transmittal dated March 5, 2018 for the above-referenced project. Based on the requirements for preliminary and final plats in the La Vista Subdivision Regulations, I offer the following comments:

Preliminary Plat:

1. On the Preliminary Plat drawing please add an index listing the other sheets that were submitted that comprise all the preliminary plat information. This would be the Site Utility Plan and the Site Grading Plan.
2. The Site Grading Plan indicates that there will be a vehicular connection to Lot 10, Brook Valley II Business Park. That raises the possibility of Lot 10 and proposed Lot 1 being in different ownerships in the future and potential issues with reciprocal access. There needs to be an easement addressing ingress/egress between these lots which would address rights and responsibilities.
3. Relative to Article 3.03.11, please submit information that makes a preliminary delineation of the jurisdictional wetlands and waterways that exist on the site and information on how they will be avoided or whether work will have to be permitted in such areas.
4. Several items are being addressed through the grading plan review in Permix. These include the floodplain/floodway development permit and the erosion control plan, Articles 3.03.13 and 3.03.16.
5. In regards to Article 3.03.19, I do not find that a traffic impact analysis is necessary. The proposed use of industrial flexspace is a permitted use under the existing zoning and does not create a higher intensity of traffic than originally anticipated with the development of this subdivision for industrial uses.

City Hall
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La Vista, NE 68128-2198
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f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-593-6400
f: 402-593-6445

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-932-6352

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

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

6. Relative to Article 3.03.20, the drainage and post-construction water quality information has been submitted in Permix and is under review there. The drainage study will need to identify whether any runoff from Lot 10 is anticipated or proposed to be directed onto proposed Lot 1. If so, there will need to be provisions made to accommodate that runoff. The manner in which runoff from Lot 10 is addressed needs to be shown on the existing condition drainage map.

Final Plat:

7. Prior to City Council action an acceptable subdivision agreement will be needed. This would include recognition of tract sewer connection fees and storm water management fees being due on the proposed Lot 1. It would also need to address permission to reconstruct or relocate the existing public storm sewer inlet on Portal Road, and would need to address any shared, private infrastructure such as shared access with Lot 10, Brook Valley II Business Park (see comment #2 above).

I recommend that you send a copy to the Sarpy County Surveyor after Planning Commission approval.

Please feel free to contact me if you have questions about these comments.



John M. Kottmann, P.E.
City Engineer



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

March 26, 2018

Christopher Solberg
Community Development
8116 Park View Blvd.
La Vista, NE 68128

RE: Brook Valley II Business Park Replat Five – Preliminary & Final Plat Application

Dear Mr. Solberg,

The attached resubmittal package is for Brook Valley II Business Park Replat Five, all documents included are listed on the attached transmittal. Below are our responses to the City letter dated March 19th, 2018.

1. *On the Preliminary Plat drawing please add an index listing the other sheets that were submitted that all the preliminary plat information. This would be the Site Utility Plan and the Site Grading Plan.*

Response: The preliminary plat has added a sheet index to the drawing.

2. *The Site Grading Plan indicates that there will be a vehicular connection to Lot 10, Brook Valley II Business Park. That raises the possibility of Lot 10 and the proposed Lot 1 being in different ownerships in the future and potential issues with reciprocal access. There needs to be an easement addressing ingress/egress between these lots which would address right and responsibilities.*

Response: We acknowledge the need to address the ingress/egress concerns between the two lots and we will provide a draft agreement for city staff to review at a later date.

3. *Relative to Article 3.03.11, please submit information that makes a preliminary delineation of the jurisdictional wetlands and waterways that exist on the site and information on how they will be avoided or whether work will have to be permitted in such areas.*

Response: A preliminary wetlands evaluation has been provided for the site.

4. *Several items are being addressed through the grading plan review in Premix. These include the floodplain/floodway development permit and the erosion control plan, Articles 3.03.13 and 3.03.16.*

Response: We acknowledge that several items are being addressed through the Premix process and we will address any concerns or questions when they come back through.

5. *In regards to Article 3.03.19, I do not find that a traffic impact analysis is necessary. The proposed use of industrial flexspace is a permitted use under the existing zoning and does not create a higher intensity of traffic than originally anticipated with the development of this subdivision for industrial uses.*

Response: We acknowledge and agree with the assessment of not having to complete a traffic impact analysis for this project.

6. *Relative to Article 3.03.20, the drainage and post-construction water quality information has been submitted in Permix and is under review there. The drainage study will need to identify whether any runoff from Lot 10 is anticipated or proposed to be directed onto proposed Lot 1. If so, there will need to be provisions made to accommodate that runoff. The manner in which runoff from Lot 10 is addressed needs to be shown on the existing condition drainage map.*

Response: With this submittal we have revised the drainage study to address these concerns.

7. *Prior to City Council action an acceptable subdivision agreement will be needed. This would include recognition of tract sewer connection fees and storm water management fees being due on the proposed Lot 1. It would also need to address permission to reconstruct or relocate the existing public storm sewer inlet on Portal Road, and would need to address any shared, private infrastructure such as shared access with Lot 10, Brook Valley II Business Park (see comment #2 above).*

Response: We acknowledge the need for a subdivision agreement prior to any City Council action and we will provide a draft subdivision agreement for city staff to review at a later date.

If you have any questions regarding the application, please contact me at 402-895-4700.

Sincerely,

A handwritten signature in black ink, appearing to read "JS".

Jeff Stoll
E&A Consulting Group, Inc.



April 5, 2018

Paul Gonzalez
E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154

RE: Replat Application – 2nd Review
Brook Valley II Business Park Replat 5

Mr. Gonzalez,

We have reviewed the revised documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the replats, the City believes the submittal to be in substantial conformance with the regulations.

In order for the replat to be considered for review at the April 19th Planning Commission meeting, copies of the revised set of documents need to be provided for the Planning Commission packets. Please submit 14 full-size copies of the Preliminary Plat, Stormwater Pollution Prevention Plan, Post Construction Stormwater Management Plan, Site Utility Plan, and the Site Grading Plan by noon on April 11, 2018 to ensure that the application stays on track for review by the Planning Commission.

In addition, please have someone in attendance at the Planning Commission meeting at 7pm on April 19, 2018 to present the replat to the Planning Commission and to be available to answer questions as requested.

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
Tom Eyman, Pipers Plus Company LLC
File

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f: 402-331-0410

Golf Course
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p: 402-339-9147

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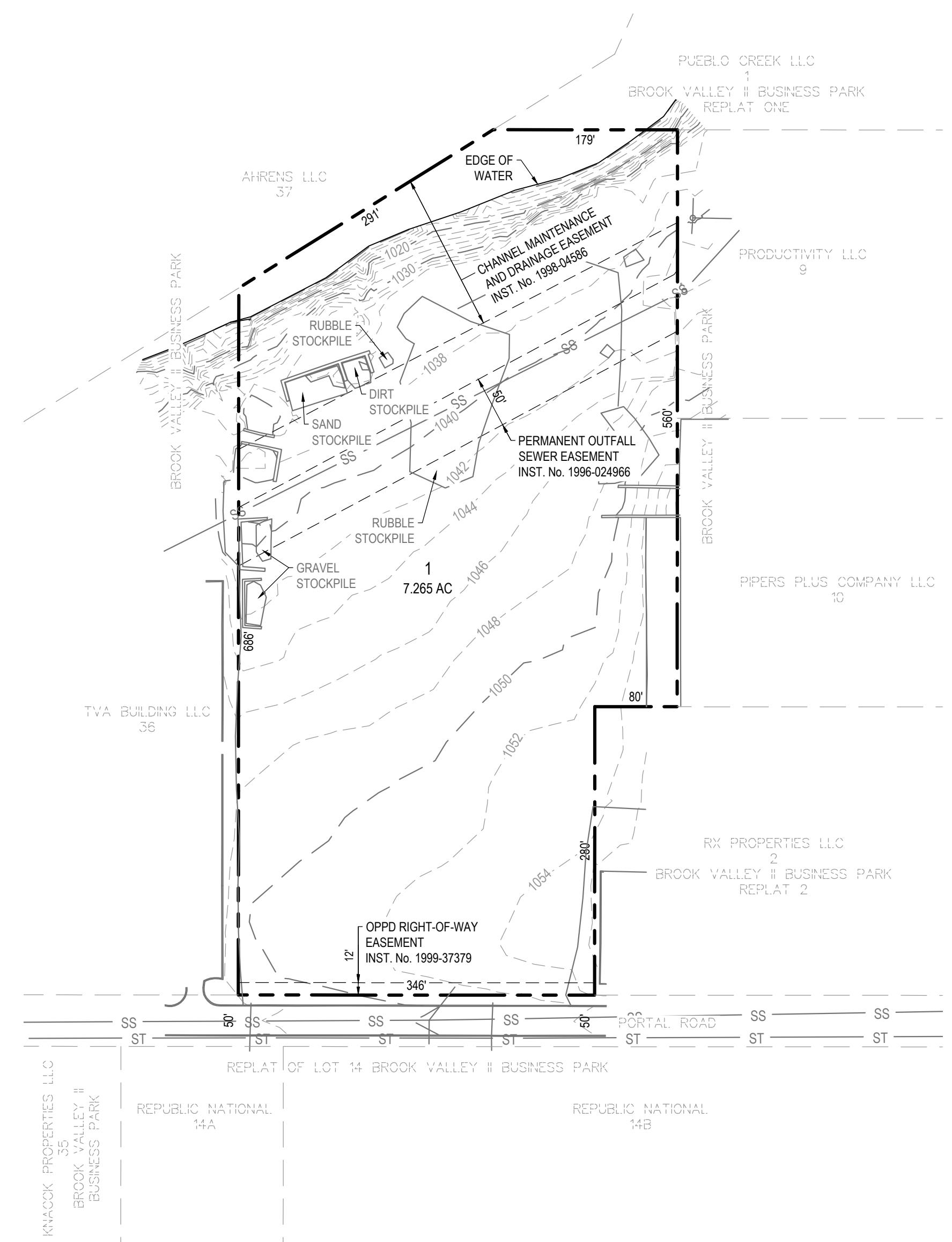
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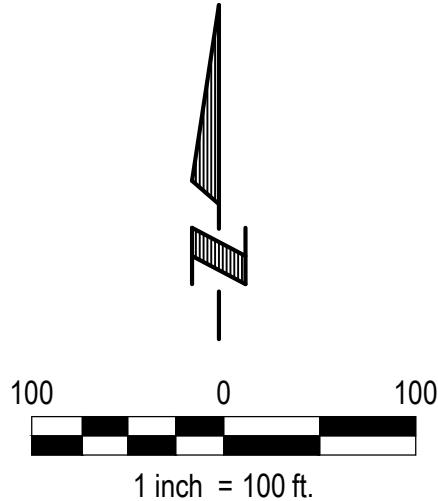


INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	PRELIMINARY PLAT
2	SITE GRADING PLAN
3	SITE UTILITIES EXHIBIT
4	POST CONSTRUCTION STORM WATER MANAGEMENT PLAN
5	STORMWATER POLLUTION PREVENTION PLAN

LEGEND

- - - - - BOUNDARY LINE
- - - - - EASEMENTS
- - 1120 - - EXIST. MAJOR CONTOURS
- - 1122 - - EXIST. MINOR CONTOURS
- ST — EXIST. STORM SEWER
- SS — EXIST. SANITARY SEWER



LEGAL DESCRIPTION

BEING A REPLATTING OF LOT 1, AND PART OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF THE NW1/4 OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 316,459 SQUARE FEET OR 7.265 ACRES, MORE OR LESS.

DEVELOPER / OWNER

PIPER PLUS COMPANY LLC
8506 S 117TH STREET
LA VISTA, NE 68128

ZONING:

EXISTING I-2
PROPOSED: I-2, LOT 1

NOTES:

1. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED ON FINAL PLAT.

Proj No:		Revisions		
Date:	Designated By:	No	Date	Description
		1	03/26/18	UPDATED PER CITY COMMENTS
Drawn By:	BJH			
Scale:	1" = 100'			
Sheet:	1 of 5			

PRELIMINARY PLAT

BROOK VALLEY II BUSINESS PARK
REPLAT FIVE
LOT 1
LA VISTA, NEBRASKA



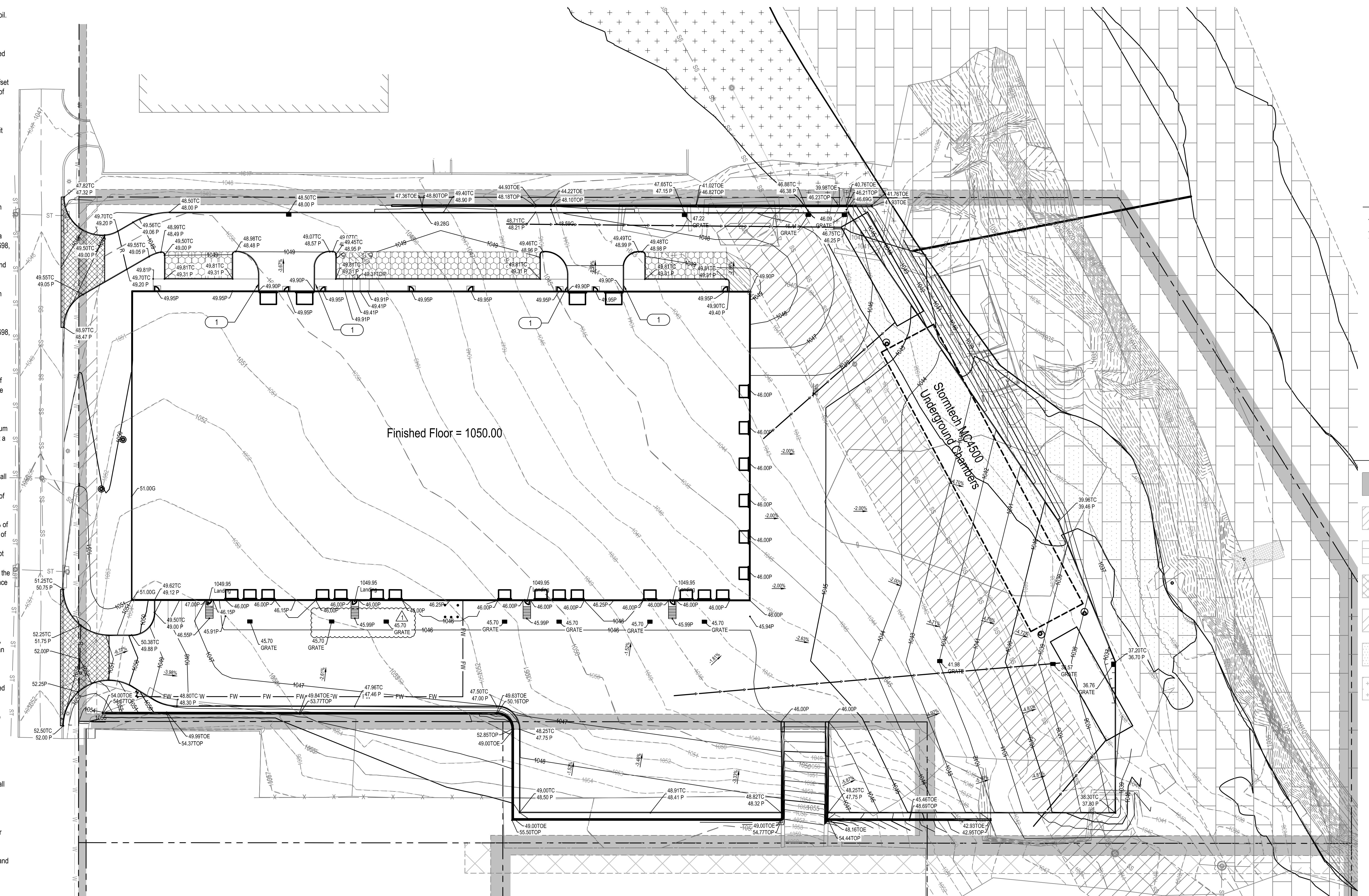
E & A CONSULTING GROUP, INC.

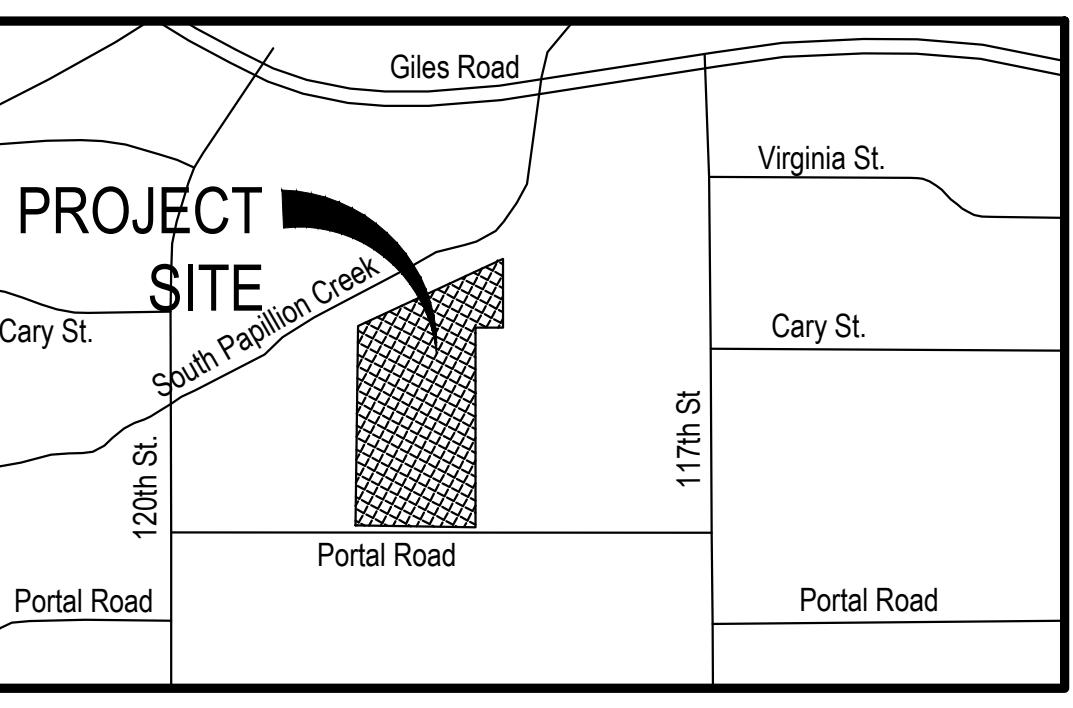
Engineering • Planning • Environmental & Field Services

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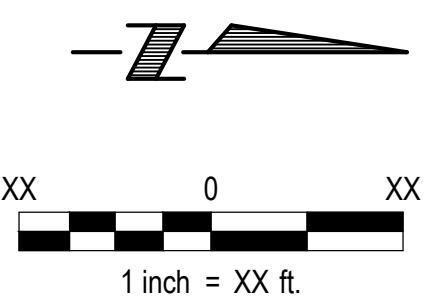
GENERAL GRADING NOTES

- The contractor shall have complete responsibility for damage caused by blowing dust from his construction activities.
- Topsoil and vegetation shall be stripped to a depth of 6" in areas to be graded; however, areas of both deeper and shallower stripping could be encountered.
- Topsoil obtained from stripping operations shall be stockpiled in an approved location and re-spread on areas finish graded to receive topsoil.
- Rubble and waste materials from site clearing and demolition shall be removed from the site and lawfully disposed, salvaged, or recycled. Where fence posts are removed, their concrete bases shall be excavated and completely removed. Waste materials shall not be buried on site.
- Existing fill soils within proposed building footprints including a 5 foot offset of the proposed building footprint shall be excavated a minimum depth of 12 inches, backfilled and compacted as structural fill.
- All fill and backfill shall be low plasticity, cohesive soil that are free of organic material or debris. Structural fill materials shall have a liquid limit less than 45 and a plasticity index less than 20. Excavated moderately plastic site soils will generally be suitable for use as structural fill in the building area at depths of at least 1' below the floor slab subgrade elevation. Pavements shall be underlain by at least 8" of structural fill.
- Fill compaction requirements:
 - Finished pavement subgrade.
 - Areas to receive fill shall be scarified to a minimum depth of 8". Fill shall be placed in lifts not to exceed 8" in loose thickness, 4" to 6" in loose thickness when hand-guided equipment is used. Structural fill shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1 and +3% of optimum. Geotechnical engineer shall observe and test bearing soils exposed in all foundation excavations.
 - All other locations
 - Areas to receive fill shall be scarified to a minimum depth of 8". Fill shall be placed in lifts not to exceed 8" in loose thickness, 4" to 6" in loose thickness when hand-guided equipment is used. Structural fill shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1 and +3% of optimum.
- PCC pavements: Prepare subgrade below pavements prior to paving operations by scarifying and compacting upper 8" a minimum of 98% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1 and +3% of optimum. Subgrade preparation shall extend a minimum of 2 feet beyond the back of curb.
- For sidewalks, the upper 8" of subgrade shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1 and +3% of optimum. Sidewalk subgrades shall extend at least 6" laterally beyond the edge of the new sidewalk.
- Backfill soils around foundations, basement walls and retaining walls shall be compacted to a minimum of 95% of the maximum dry density (ASTM D-698, Standard Proctor) at a moisture content between -1% and +3% of optimum.
- Backfill soils in utility trenches shall be compacted to a minimum of 95% of the maximum dry density at a moisture content between -1% and +3% of optimum (ASTM D-698, Standard Proctor). Lift thickness shall be appropriately matched to the equipment used. Granular backfill shall not be used in exterior trenches. Backfill placed within a zone of subgrade preparation shall be compacted to the requirements of the subgrade for the full depth of the backfill. A "trench plug" shall be constructed to a distance 5 feet from face of building exteriors. The plug material shall consist of cementitious flowable fill or lean clay that extends at least 5 feet from the face of the building. The clay fill should be placed to completely surround the utility line and compacted as described above.
- Imported material, if required, shall be free of organic matter and debris, and shall be a clean, inorganic silt or lean clay with a liquid limit less than 45 and a plasticity index less than 20. Borrow material shall not contain any foreign material with a dimension greater than 3".
- Any excess material shall be disposed of off-site at a location determined by the contractor.
- Unless noted, all spot elevations shown are top of curb (TC), top of slab (P) or finished grade (G).
- The subgrade of the floor slab shall be reworked and compacted as structural fill prior to concrete placement. Upper 8 inches shall be compacted to a minimum of 98% of the maximum dry density as a moisture content between -1% and +3% of optimum (ASTM D-698, Standard Proctor). 12 inches of imported, low-plasticity cohesive fill shall be placed as an aggregate base on top of the structural fill. Floor slab shall be rough graded and proof rolled prior to fine grading and placing aggregate base.
- If unstable soils are encountered in the bottom of shallow foundations or subgrade areas, implement over excavation and structural backfill.
- Exposed project site soils shall be stabilized as shown in the sediment and erosion control plan and landscaping plan.
- The recommendations of the Geotechnical Engineering Report shall control in all instances where subgrade preparation, backfill and compaction are concerned. Please refer reading Terracon's "Geotechnical Engineering Report Eyman Plumbing, Omaha, Nebraska" dated November 3, 2017. Terracon Project Number 05175036.
- A surcharge or preload shall be placed in accordance with the Geotech report and the Surcharge Plan. See Surcharge Sheet for details.





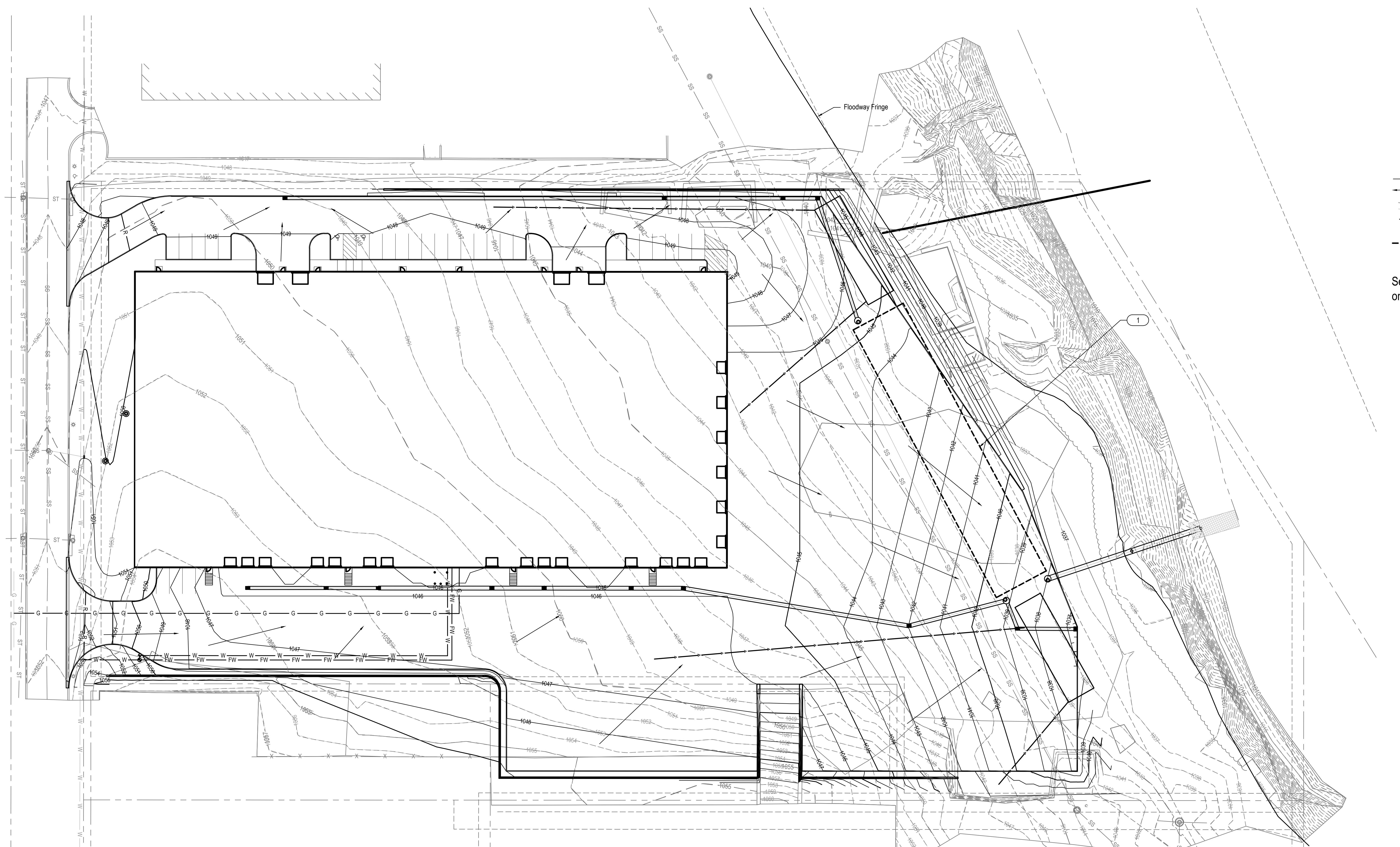
VICINITY MAP



GEND

- Surface Flow Direction
- Existing Contours
- Proposed Contours
- Stormwater BMP Outline

See Stormtech MC4500 Details on Sheet 10



BMP TABLE		
BMP ID	DESCRIPTION	LOCATION
1	Stormtech MC4500 Underground Chambers	41.174881°, -96.097887°

BFNCHMARK:

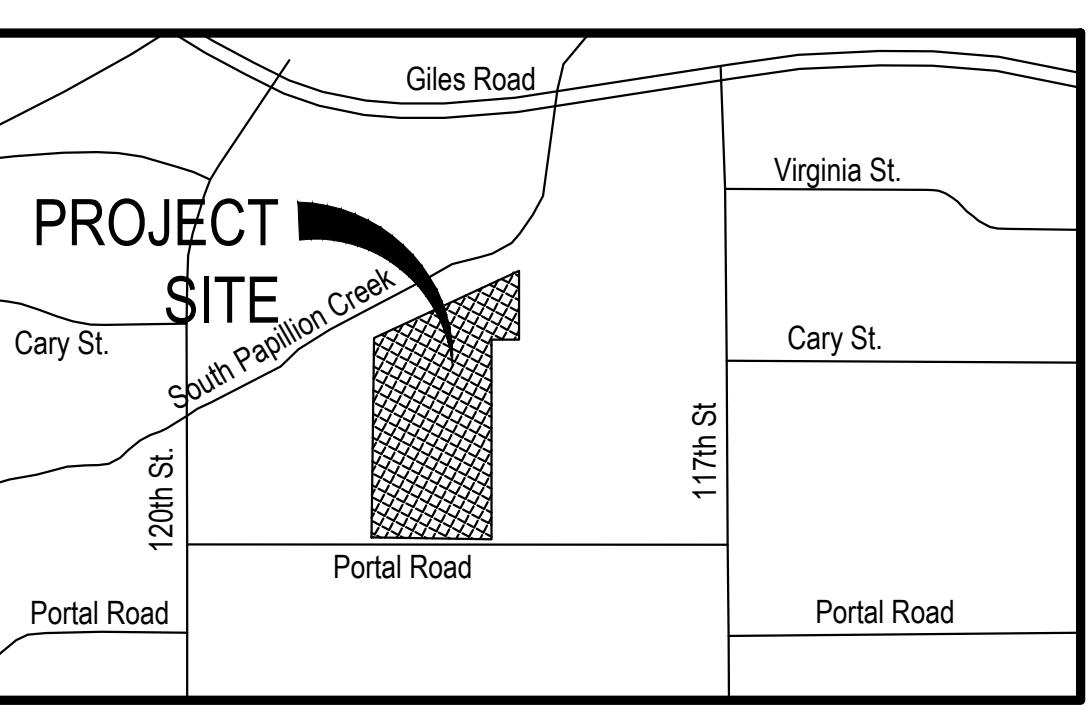
BENCHMARK #1: NORTH RIM SANITARY MANHOLE, 3RD SANITARY MANHOLE EAST OF 120TH ST, APPROXIMATE CENTERLINE OF PORTAL ROAD.

ELEV: 105

BENCHMARK #2: NORTH RIM SANITARY SANITARY MANHOLE LOCATED NEAR
NORTHEAST CORNER OF PROPERTY

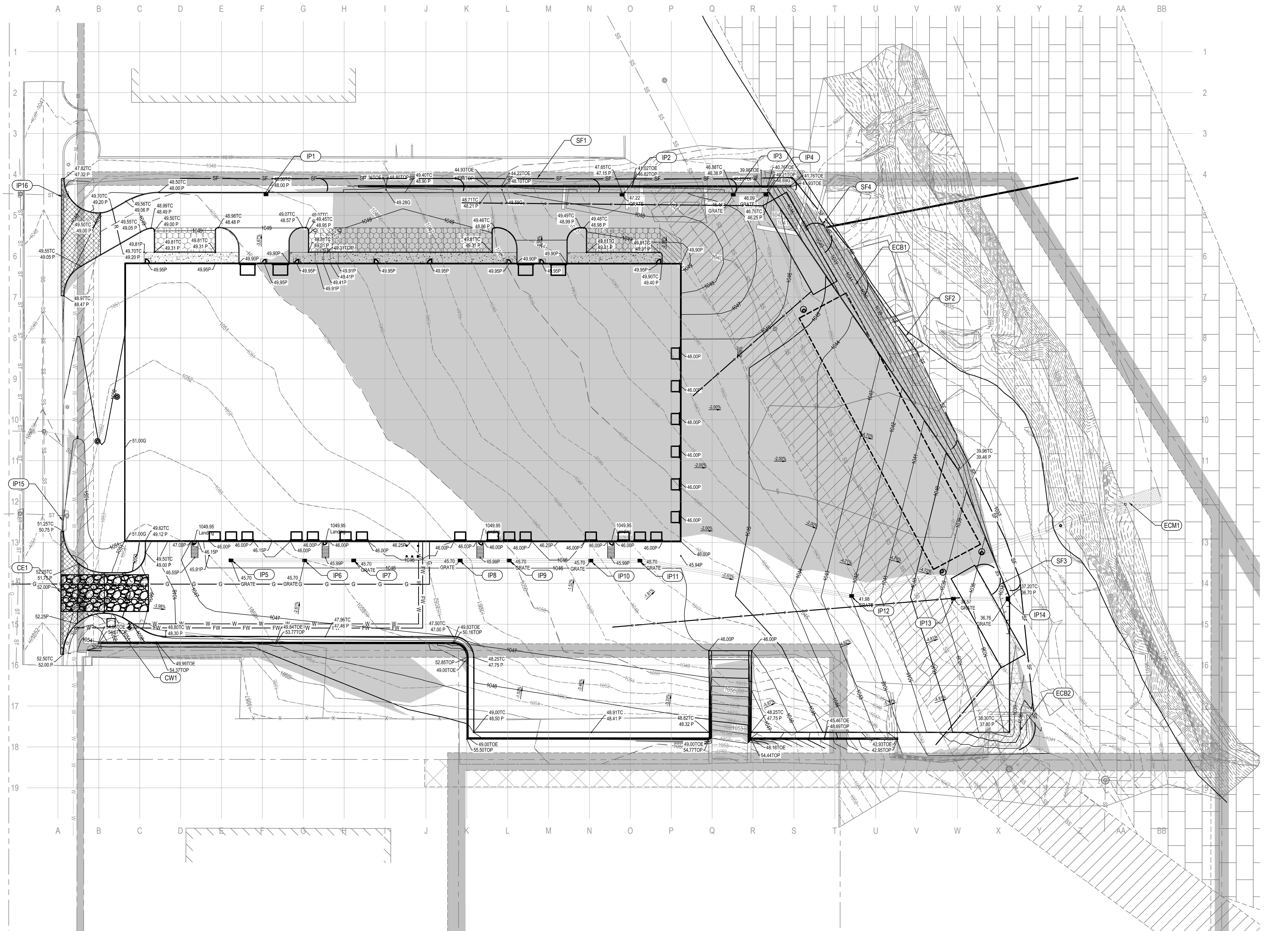
ELEV: 1045.23'

AV-20171211-4254-P



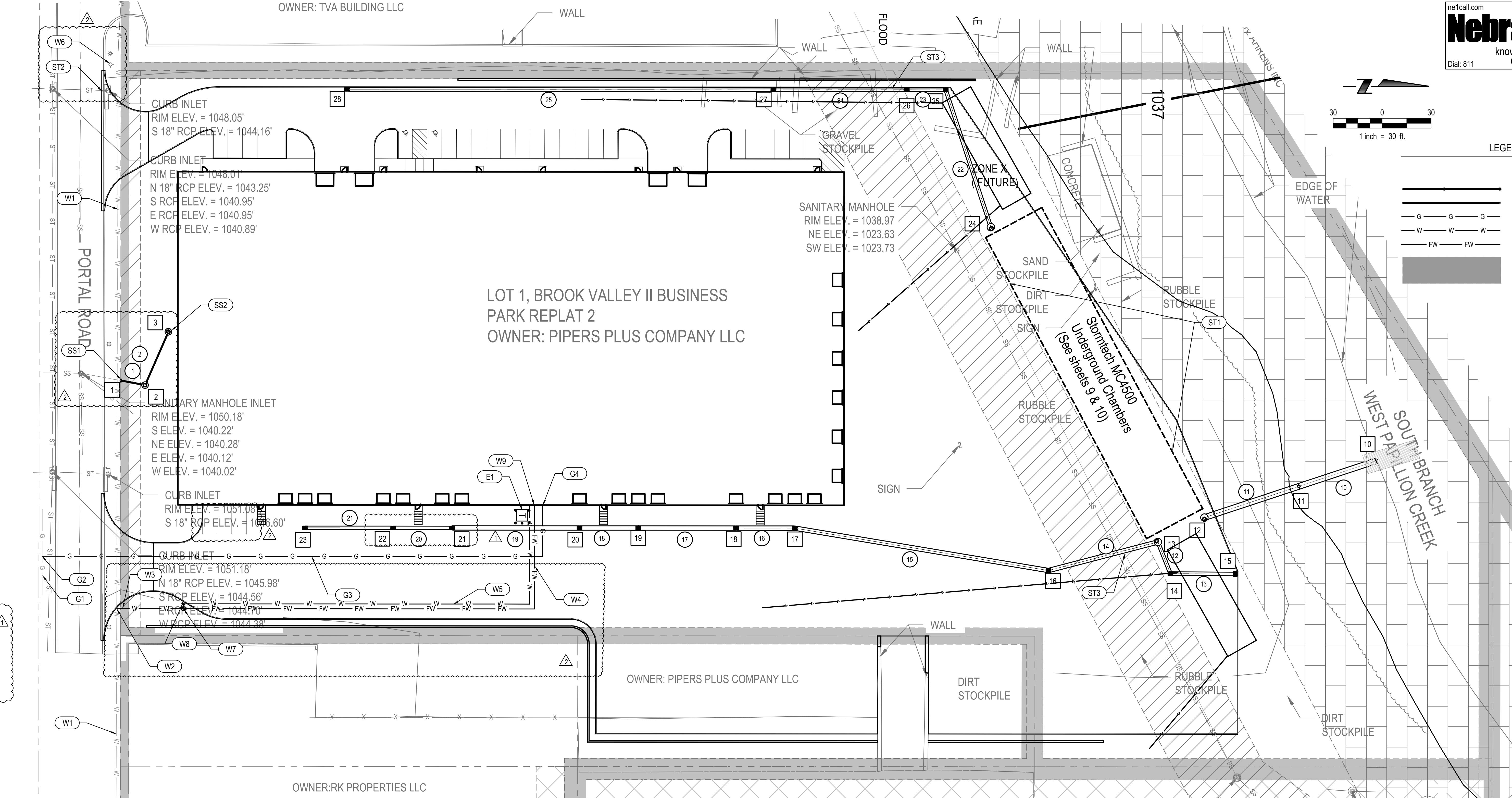
VICINITY MAP

Revisions	Date	Description
P20180702	11/30/2017	
Design By:	P.B.	
Drawn By:	DAS/BW	
Scale:	NA	
Sheet:	5 of 5	



CONSTRUCT STORM SEWER STRUCTURE

NO.	DESCRIPTION
10	End of Pipe Invert +/- 2' Above Normal Water Elevation, Rim = 1022.40 FL (30" In) = 1018.57
11	Construct Vertical Bend See detail on this sheet, Rim = 1023.07 FL (30" In) = 1019.57 FL (30" Out) = 1019.57
12	54" City of Omaha Storm Sewer MH See Detail on Sheet 10 for continuation to Stormtech Chamber System., Rim = 1037.99 FL (30" Out) = 1029.90
13	30" ADS Nyloplast Drain Basin See Detail on Sheet 10 for continuation to Stormtech Chamber System., Rim = 1039.12 FL (18" In) = 1030.00 FL (24" In) = 1030.00
14	18" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1038.57 FL (18" In) = 1030.42 FL (18" Out) = 1030.42
15	18" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1036.76 FL (18" Out) = 1031.21
16	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1041.98 FL (24" Out) = 1033.78 FL (24" In) = 1033.78
17	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1038.50 FL (24" Out) = 1038.50
18	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1038.68 FL (24" Out) = 1038.68
19	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1038.98 FL (24" Out) = 1038.98
20	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (24" In) = 1039.16 FL (24" Out) = 1039.16
21	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (18" In) = 1040.05 FL (24" Out) = 1039.55
22	18" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (18" In) = 1040.23 FL (18" Out) = 1040.23
23	18" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1045.70 FL (18" Out) = 1040.50
24	30" ADS Nyloplast Drain Basin See Detail on Sheet 10 for continuation to Stormtech Chamber System., Rim = 1045.43 FL (18" In) = 1030.00
25	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1046.09 FL (18" In) = 1038.06 FL (18" Out) = 1038.06
26	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1046.44 FL (18" In) = 1040.34 FL (18" Out) = 1040.34
27	24" ADS Nyloplast Drain Basin With 2x3 Great Top Inlet, Rim = 1047.22 FL (18" Out) = 1041.32 FL (18" In) = 1041.32
28	City of Omaha Grate Top Inlets, Rim = 1048.04 FL (18" Out) = 1042.62



CONSTRUCT STORM SEWER P

START STRUCTURE	END STRUCTURE	Dia.	Length	Slope	Remarks
11	10	30"	50.00	2.00%	See Detail. Aluminized Type 2 CMP, G
12	11	30"	60.95	16.95%	See Detail. Aluminized Type 2 CMP, G
14	13	18"	20.84	2.00%	
15	14	18"	39.72	2.00%	
16	13	24"	69.24	5.46%	
17	16	24"	157.45	3.00%	
18	17	24"	36.00	0.50%	
19	18	24"	59.90	0.50%	
20	19	24"	36.00	0.50%	
21	20	24"	78.10	0.50%	
22	21	18"	36.00	0.50%	
23	22	18"	54.00	0.50%	
25	24	18"	88.57	9.10%	
26	25	18"	23.87	9.53%	
27	26	18"	81.66	1.20%	
28	27	18"	261.18	0.50%	

Install all storm drain pipe in accordance with manufacturers recommendations.

CONSTRUCT SANITARY SEWER MANHO

NO.	DESCRIPTION
1	E&A San Sewer Collar Rim = 1051.00 FL (6" In) = 1042.00
2	City of Omaha Sanitary MH Rim = 1050.08 FL (6" In) = 1043.29 FL (6" Out) = 1043.29
3	City of Omaha Sanitary MH Rim = 1050.18 FL (6" Out) = 1044.24

CONSTRUCT SANITARY SEWER PIPE

Construct Sanitary Sewer Pipe				
ID	Dia	Length	Slope	Remarks
1	6"	14.96	8.62%	
2	6"	35.66	2.66%	

SS SANITARY SEWER REFERENCE NOTES

GENERAL WATER NOTES

1. THE WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS, RULES AND REGULATIONS OF THE MUD AND THE SPECIAL AND TECHNICAL PROVISIONS AND THESE PLANS FOR THE REFERENCED PROJECT.

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- ST1 Stormtech MC4500 Underground Chambers. See Sheet 10 for details.

ST2 Convert existing curb inlet to "Saddle Creek" type inlet.

ST3 Contractor shall field verify exact horizontal and vertical location of sanitary sewer trunk. Maintain minimum vertical clearance between storm and sanitary pipes.

3. THE HORIZONTAL DISTANCE BETWEEN THE SEWER AND WATER LINES SHALL BE 10 FEET MIN. AND THE VERTICAL DISTANCE SHALL BE TWO FEET MIN. THE SANITARY SEWER SHALL BE D.I.P. 10 FEET EACH SIDE OF THE WATER MAIN WHEN THE VERTICAL DISTANCE IS LESS THAN 2 FEET.

4. CONTRACTOR SHALL MAINTAIN ALL VALVES AT CONNECTION.

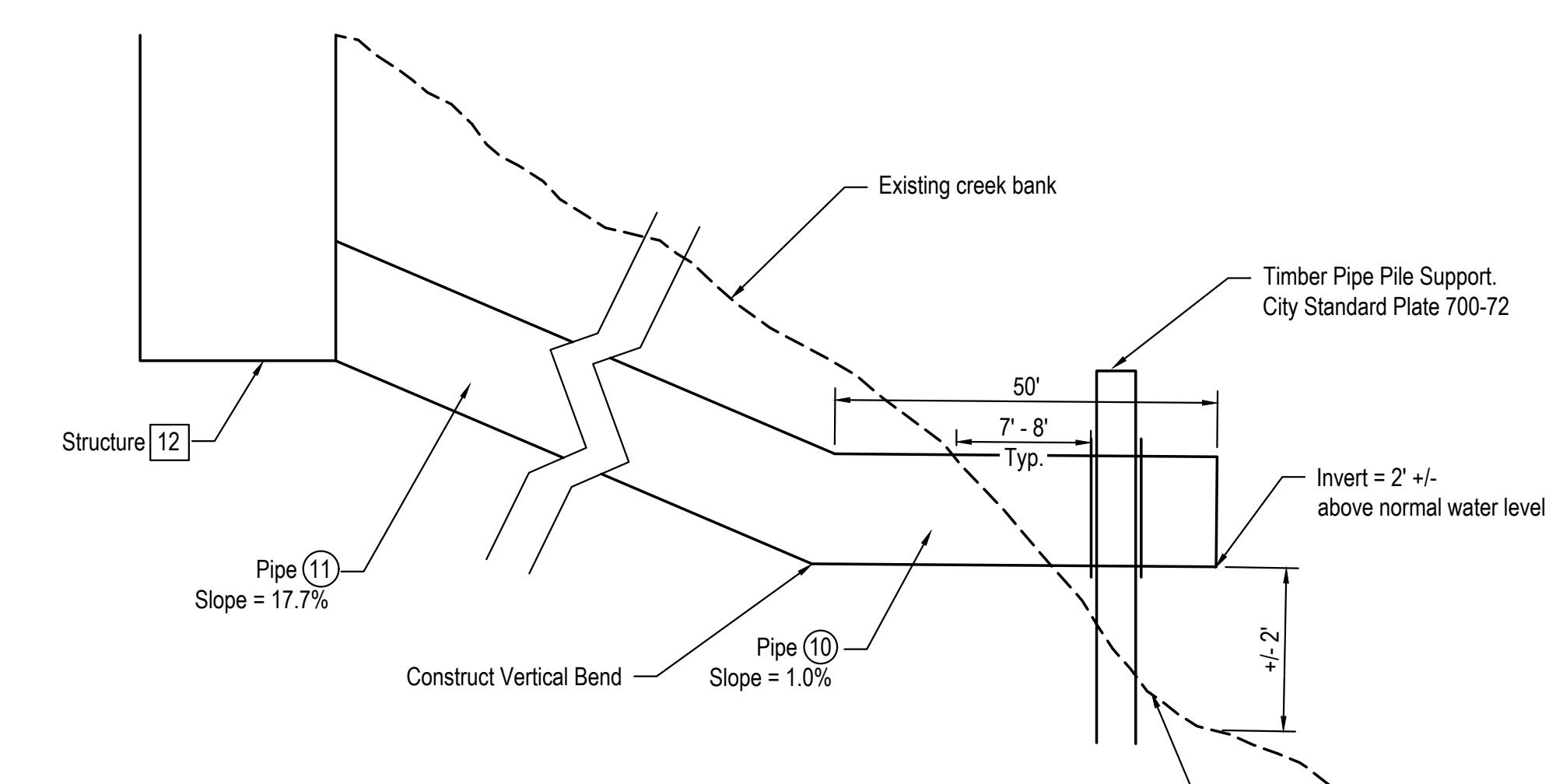
6 CAS REFERENCE NOTES

- - G1 Assumed existing gas line location. Field verify exact location and size of main.
 - G2 Tap existing gas line. Coordinate tap with local gas utility.
 - G3 Construct 340 LF of 1.5" gas Line.

- - W1 Existing water line. Contractor shall field verify location and size of main.
 - W2 Tap existing water line. Coordinate tap with local water utility.
 - W3 Furnish and install valve, valve box, and cover.
 - W4 Construct 8" fire water line.
 - W5 Construct 2" domestic water service line
 - W6 Existing fire hydrant
 - W7 Construct PIV
 - W8 Construct Domestic Service Line Shutoff Valve
 - W9 See Mechanical/Plumbing plans for continuation.

E ELECTRICAL REFERENCE NOTES

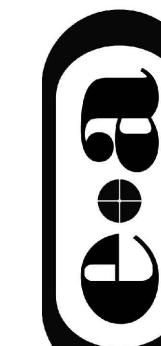
- E1 Transformer Location. Coordinate with Electrical Plans and OPPD



BROKEN-BACK STORM DRAIN OUTFALL PIPE PROFILE

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services



E & A

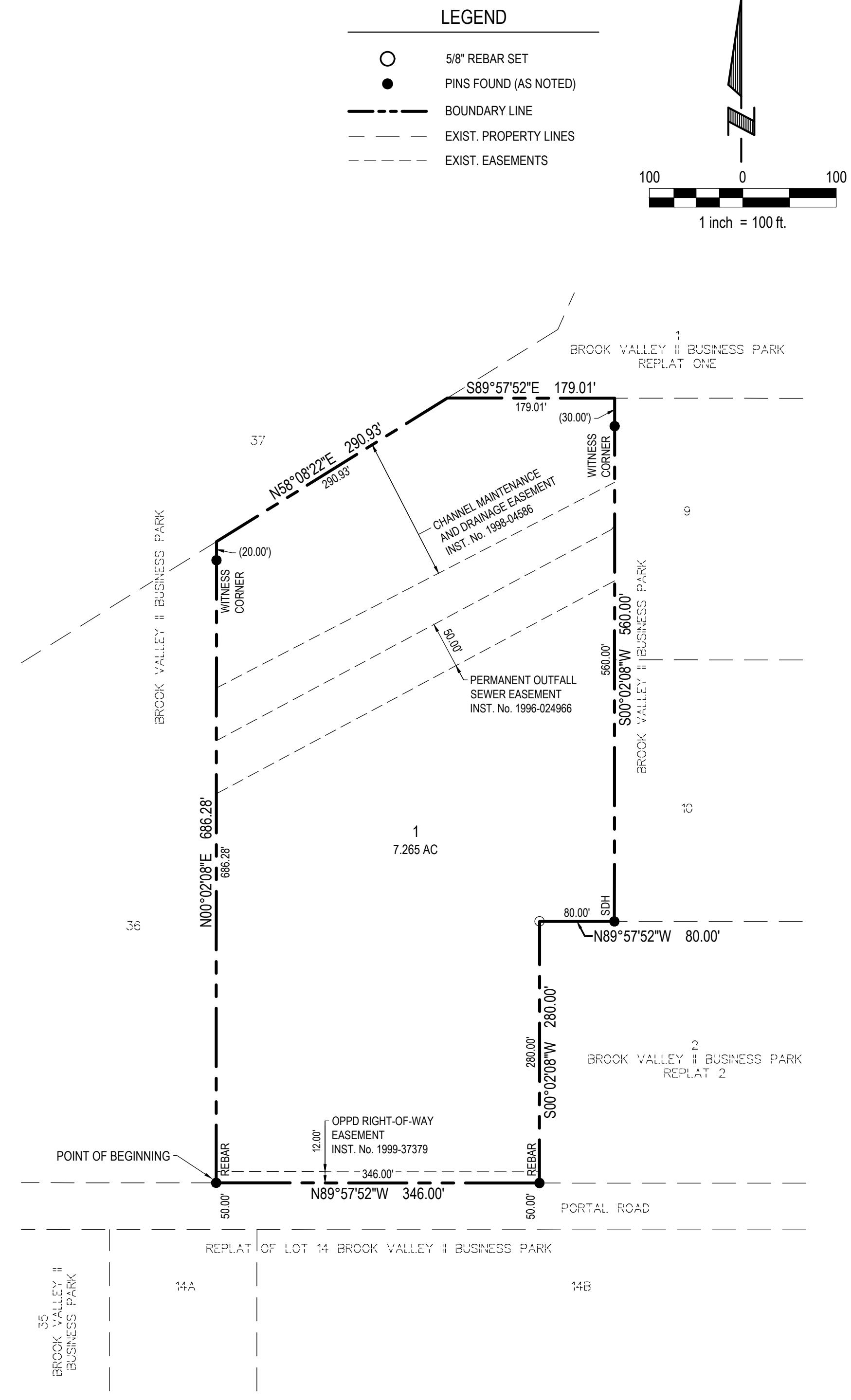
**BROOK VALLEY II
BUSINESS PARK REPLAT 5**
11850 PORTAL RD
LAVISTA, NEBRASKA

Proj No:	P2017.077.001	Revisions	
Date:	11/30/2017	△	Date
Designed By:	PJB	1	2/7/2018
Drawn By:	DAS / BJW		Stormwater Utilities
Scale:	NA		
Sheet:	3 of 5		

BROOK VALLEY II BUSINESS PARK REPLAT FIVE

LOT 1

BEING A REPLATTING OF LOT 1, AND PART OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



LEGEND

- 5/8" REBAR SET
- PINS FOUND (AS NOTED)
- BOUNDARY LINE
- - - EXIST. PROPERTY LINES
- - - EXIST. EASEMENTS

100 0 100
1 inch = 100 ft.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, PIPERS PLUS COMPANY LLC, THE OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BROOK VALLEY II BUSINESS PARK REPLAT 5 (LOT TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS 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. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

PIPERS PLUS COMPANY LLC

TOM EYMAN, PRESIDENT/CEO

DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME TOM EYMAN, PRESIDENT/CEO OF PIPERS PLUS COMPANY LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF BROOK VALLEY II BUSINESS PARK REPLAT 5 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 20____.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF BROOK VALLEY II BUSINESS PARK REPLAT 5 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

COUNTY SURVEYOR / ENGINEER

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF WITNESS CORNER PINS.

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. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS BROOK VALLEY II BUSINESS PARK REPLAT 5 (THE LOTS NUMBERED AS SHOWN) A TRACT OF LAND LOCATED IN ALL OF LOT 1, AND PART OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 36, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 20, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF PORTAL ROAD; THENCE N0°02'08"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 36, BROOK VALLEY II BUSINESS PARK, A DISTANCE OF 666.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK, THENCE N0°02'08"E ALONG THE NORTH LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 37, BROOK VALLEY II BUSINESS PARK, A DISTANCE OF 290.93 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 1; THENCE S89°57'52"E ALONG SAID NORTH LINE OF LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 1, A DISTANCE OF 179.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 9, SAID BROOK VALLEY II BUSINESS PARK, THENCE S0°02'08"W ALONG THE EAST LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE WEST LINE OF LOTS 9 AND 10, SAID BROOK VALLEY II BUSINESS PARK, A DISTANCE OF 560.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 10, BROOK VALLEY II BUSINESS PARK, THENCE N89°57'52"W, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING THE WEST LINE OF SAID LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2; THENCE S0°02'08"W ALONG SAID EAST LINE OF LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING THE SOUTHEAST LINE OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A DISTANCE OF 280.00 FEET TO THE SOUTHEAST OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING SAID SOUTHWEST CORNER OF SAID LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID POINT ALSO BEING ON SAID NORTHERLY RIGHT-OF-WAY LINE OF PORTAL ROAD; THENCE N89°57'52"W ALONG THE SOUTH LINE OF SAID LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 2, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF PORTAL ROAD, A DISTANCE OF 346.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 316,459 SQUARE FEET OR 7.265 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608

DATE

BROOK VALLEY II BUSINESS PARK
REPLAT FIVE
LOT 1
LA VISTA, NEBRASKA

FINAL PLAT
T

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.855.4700 • Fax: 402.855.3599
www.eacg.com

Proj. No.	P2017077-003	Revisions
Date	03/05/2018	△ Date
Designed By:	JRS	Description
Drawn By:	BH	Date
Scale:	1" = 100'	Sheet:
Jeff Stoll	1 of 1	

3/2/2018 10:51 AM K:\Projects\2017\077\003\1st\Final Design\FD-001.dwg

SUBDIVISION AGREEMENT
(LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT 5)

THIS AGREEMENT, made this 15th day of May, 2018, among Pipers Plus Company, LLC, a Nebraska Limited Liability Company, (hereinafter referred to as "Pipers"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Pipers is the owner of the two properties legally described in Exhibit "A", and both properties set forth within Exhibit "A" constitute the proposed replat attached hereto as Exhibit "B" (hereinafter referred to as the "Lot 1 Replat"); and,

WHEREAS, Pipers will develop and construct a building and other private improvements on the property set forth within the Lot 1 Replat in accordance with the Site Plan attached as Exhibit "C" and related exhibits ("Private Improvements"); and

WHEREAS, Pipers wishes to connect the system of sanitary sewers to be constructed on the property for the benefit of the property set forth in the Lot 1 Replat to the sewer system of the City; and

WHEREAS, this Agreement is entered to provide for infrastructure, improvements and easements for the development of the property set forth in the Lot 1 Replat.

NOW, THEREFORE, IT IS AGREED by Pipers and the City as follows:

1. Replatting. Subject to the terms of this Agreement, all of Lot 1, and part of Lot 2, Brook Valley II Business Park Replat 2, a Subdivision located in the NW1/4 of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, shall be replatted as Lot 1, Brook Valley II Business Park Replat 5, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and more fully legally described as shown on Exhibit "D".

2. Drainage Calculations and Map. Pipers shall provide drainage calculations and a drainage map for of the property set forth in the Lot 1 Replat for review and approval by the City's Engineer which shall demonstrate the necessary requirements to convey major storm sewer events (hundred year flood) over the surface of the property, and shall execute and deliver any required easements, in a form and content satisfactory to the City's Engineer, prior to City execution of the Lot 1 Replat.

3. Storm Water Management Plan: Pipers, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the property set forth in the Lot 1 Replat, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit E." Plans and specifications for such storm water management improvements shall be prepared by Piper's engineer at its sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting 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 F" shall be entered into between Pipers and City prior to starting construction of such improvements described in Section 3, 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 Pipers 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 Pipers 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,
 - (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, and
 - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the property set forth in the Lot 1 Replat or any part thereof.

5. Watershed Management Fees: Pipers shall make payment to City for Watershed Fees for the property set forth in the Lot 1 Replat. This fee for the property set forth in the Lot 1 Replat 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. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Site Plan, Exhibit "C", as finally approved by the City. The curb return to Portal Road as identified in the Site Plan, Exhibit "C" shall be constructed to City approved specifications and shall not be less than seven inches (9") P.C. concrete paving. The City shall have access to the property 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.
8. Staking Bond. Pipers shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the Lot 1 Replat, or a certification in accordance with applicable City subdivision regulations that all lot corners and other applicable points have been monumented to the satisfaction of the City Engineer.
9. Tract Sewer Connection Fees. Pipers agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "G" 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. 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:

Total \$51,203.72 (7.265 acres @ \$7,048 per acre)

The aforestated fee of \$7,048 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

10. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the property set forth in the Lot 1 Replat pursuant to this Agreement, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and the sole cost and expense of Pipers and any successor or assign of Pipers, and no part thereof shall be the responsibility of or at the expense of the City.
11. Easements. All proposed easements by Pipers, and easements required by the City, as described in this Agreement or set forth in Exhibit "H," for existing, proposed, or relocated public or private or shared improvements or purposes (sewers, utilities, roads, storm water, or other infrastructure or purposes), at the sole cost of Pipers shall be granted by instruments separate from the Lot 1 Replat, in form and content satisfactory to the City Engineer ("Easements"). Release of the Lot 1 Replat 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. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed addition, subtraction, modification, or termination ("Modification") of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the Modification by the Pipers immediately after said approval is provided.
12. Ownership Representation. Pipers, by signing below and the Lot 1 Replat does warrant and represent that it has executed the Lot 1 Replat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the property set forth in the Lot 1 Replat, as well as Lot 10, Brook Valley II ("Lot 10"), at date of execution of this Agreement and at date of recording this Agreement, the Lot 1 Replat, and any Easements benefiting or burdening Lot 1 Replat or Lot 10.
13. Covenants Running With the Land. The final replat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon Pipers, and its successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any of the property set forth in the Lot 1 Replat. 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 by Pipers. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final replat and this Agreement for recording, Pipers 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. It is expressly agreed, however, that City shall not release the

final replat or this Agreement for recording until City is satisfied that Pipers has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions requiring the actual construction of Private Improvements on the property set forth in the Lot 1 Replat. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within 12 months after the date of this Subdivision Agreement, Pipers shall not be entitled, without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section.

14. Exhibit Summary. The Exhibits proposed by Pipers and E&A Consulting Group for Pipers, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Legal Description of property to be Replatted.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Lot 1 Site Plan
Exhibit "D"	Legal Description Lot 1 Replat
Exhibit "E":	Post Construction Storm Water Management Plan
Exhibit "F":	Post-Construction Storm Water Management Plan
	Maintenance Agreement
Exhibit "G"	Sewer Connection Agreement
Exhibit "H"	Restricted Access Easement

15. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of the property set forth in the Lot 1 Replat 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.
16. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
17. 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.
18. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.

19. 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.
20. 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.
21. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

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

Pipers Plus Company, LLC, a Nebraska Limited Liability Company,

By: _____
Tom Eyman, Manager

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)
) SS.
)

On this 15th day of May, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Tom Eyman, Manager of Pipers Plus Company, LLC, a Nebraska Limited Liability Company, personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said LLC.

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

Notary Public

ATTEST:

CITY OF LA VISTA

City Clerk

By _____
Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)
) ss.
)

On this 15th day of May, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

EXHIBIT "A"

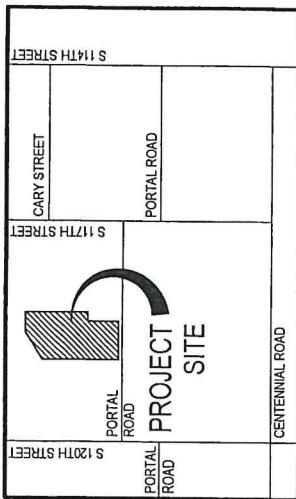
Parcel 1:

Lot 1, in Brook Valley II Business Park Replat 2, an Addition to the City of LaVista, as surveyed, platted and recorded, in Sarpy County, Nebraska.

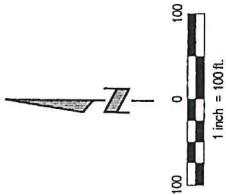
Parcel 2:

The North 280 feet of the West 80 feet of Lot 2, in Brook Valley II Business Park Replat 2, an Addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.

EXHIBIT "B"



VICINITY MAP



LEGEND

INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	PRELIMINARY PLAT
2	SITE GRADING PLAN
3	SITE UTILITIES EXHIBIT
4	POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
5	STORMWATER POLLUTION PREVENTION PLAN

LEGAL DESCRIPTION

BEING A REPLATTING OF LOT 1, AND PART OF LOT 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION LOCATED IN PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

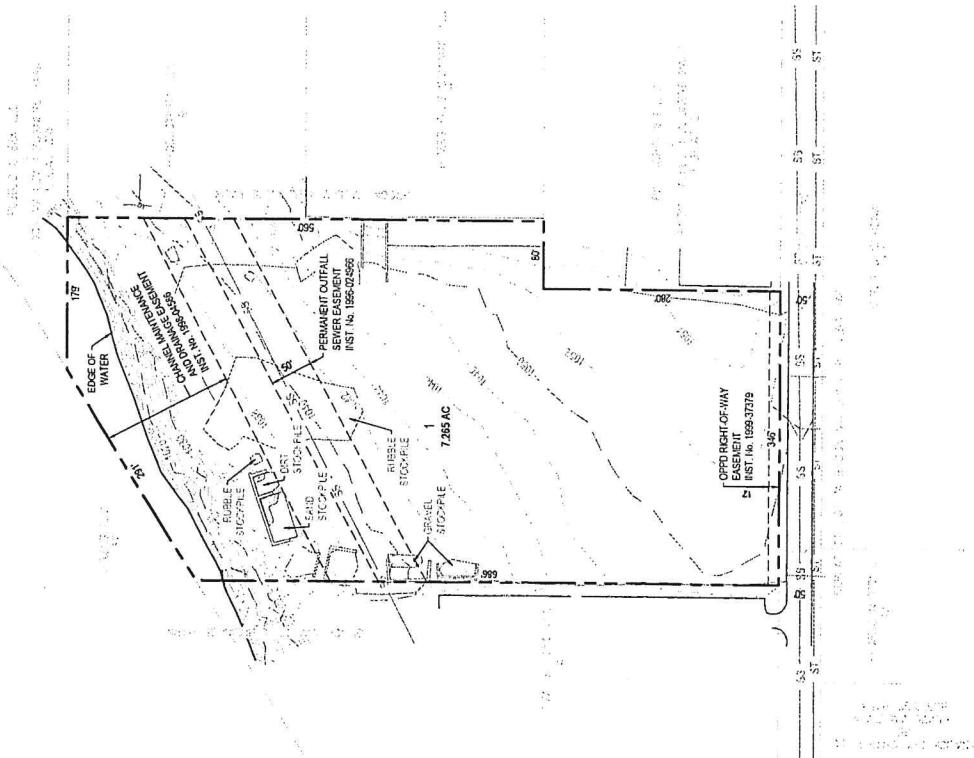
SAYD TRACT OF LAND CONTAINS 316,459 SQUARE FEET OR 7.265 ACRES, MORE OR LESS.

DEVELOPER OWNER
PIPPERS PLUS COMPANY LLC
8596 S 117TH STREET
LA VISTA, NE 68128

ZONING:

EXISTING
PROPOSED:

NOTES:



PRELIMINARY PLAT
BROOK VALLEY II BUSINESS PARK
REPLAT FIVE
LOT 1
LA VISTA, NEBRASKA

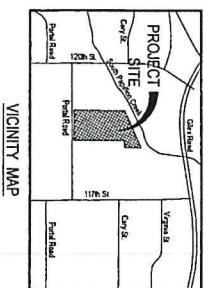
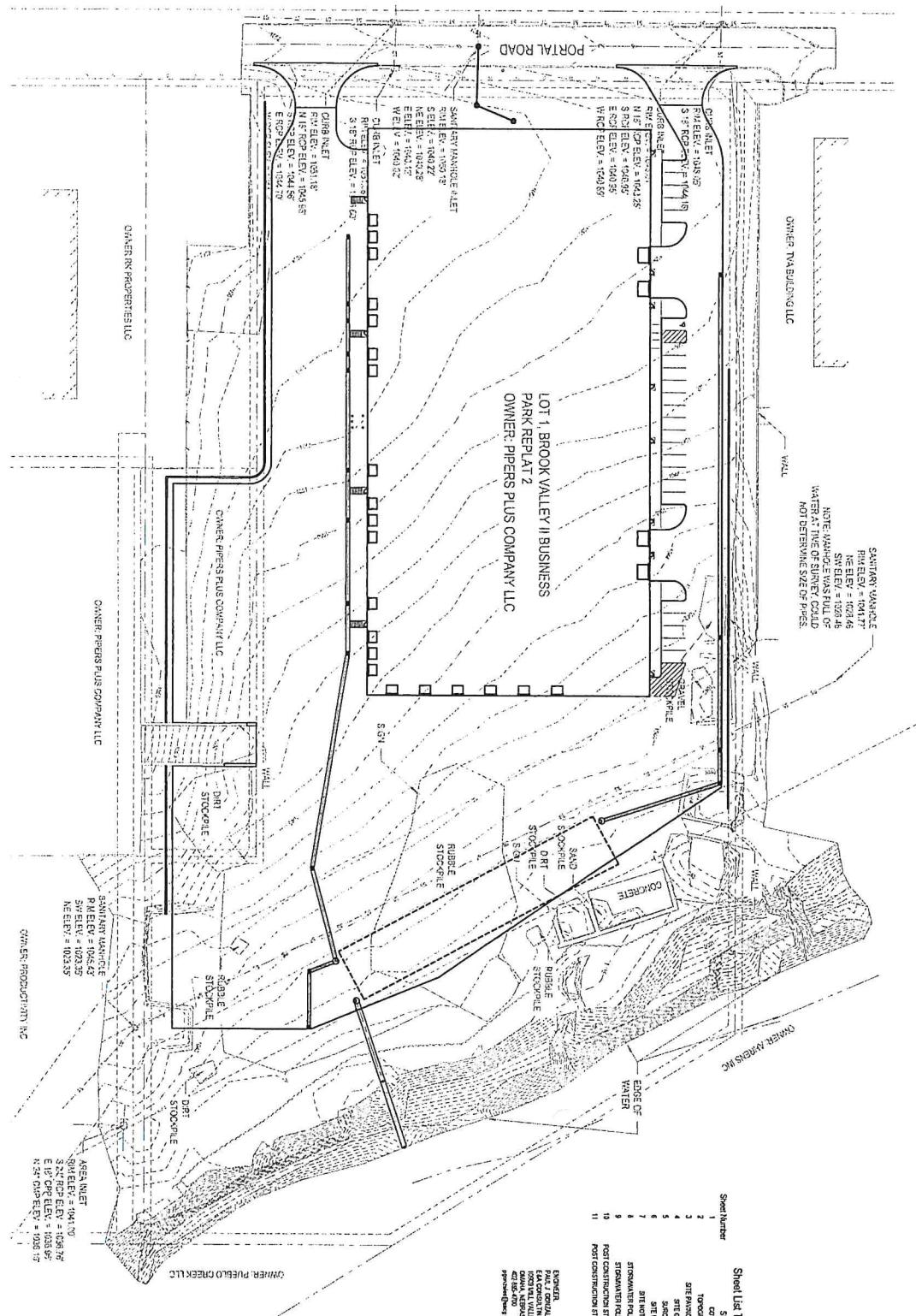
Proj. No.	Revisions		
	Date:	Date	Description
P2017.077.003	03/05/2016	03/26/2018	UPDATED PER CITY COMMENTS
Designed By:	JRS		
Drawn By:	B.H.		
Scale:	1" = 100'		
Sheet:	1 of 5		

EXHIBIT "C" SITE PLAN



PIPER'S PLUS WAREHOUSE

11850 PORTAL RD
LA VISTA, NEBRASKA



File No.	Page No.	Address
2011-077-001	1	
Size	11" x 17"	
Designed by	P.B.	
Drawn by	DALE	
Scale	1" = 100'-0"	
Sheet	1 of 11	



COVER SHEET

PIPER'S PLUS WAREHOUSE
11850 PORTAL RD
LA VISTA, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

1020 Main Street, Suite 150, Omaha, NE 68104
Phone: 402.459.4700 • Fax: 402.459.2159
www.eaconsulting.com

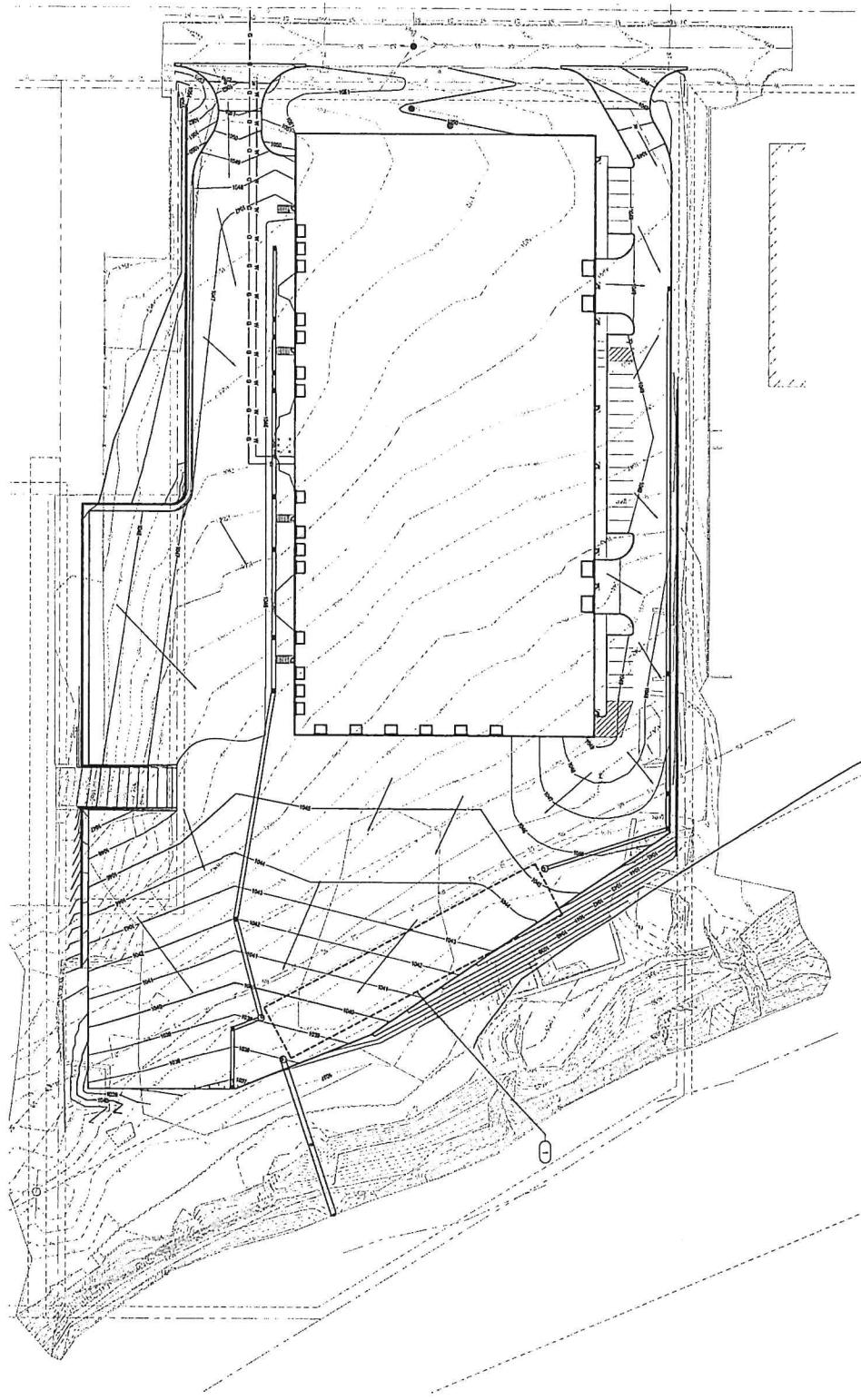
EXHIBIT "D"

(REPLAT LEGAL DESCRIPTION)

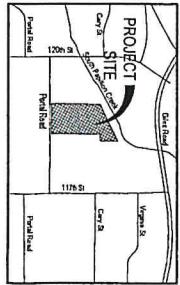
Lot 1, Brook Valley II Business Park Replat 5, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, also described as:

A tract of land located in all of Lot 1, and part of Lot 2, Brook Valley II Business Park Replat 2, a subdivision located in the NW1/4 of Section 20, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, and more particularly described as follows:

Beginning at the Southwest corner of said Lot 1, Brook Valley II Business Park Replat 2, said point also being the Southeast corner of Lot 36, Brook Valley II Business Park, a Subdivision located in said NW1/4 of Section 20, said point also being on the Northerly Right-of-Way Line of Portal Road; thence N00°02'08"E (Assumed Bearing) along the West line of said Lot 1, Brook Valley II Business Park Replat 2, said line also being the East line of said Lot 36, Brook Valley II Business Park, a distance of 686.28 feet to the Northwest Corner of said Lot 1, Brook Valley II Business Park Replat 2, said point also being the Northeast Corner of said Lot 36, Brook Valley II Business Park, said point also being on the South line of Lot 37, Brook Valley II Business Park; thence N58°08'22"E along the North line of said Lot 1, Brook Valley II Business Park Replat 2, said line also being said South line of said Lot 37, Brook Valley II Business Park, a distance of 290.93 feet to the Southwest corner of Lot 1, Brook Valley II Business Park Replat One; thence S89°57'52"E along said North line of Lot 1, Brook Valley II Business Park Replat 2, said line also being the South line of said Lot 1, Brook Valley II Business Park Replat One, a distance of 179.01 feet to the Northeast corner of said Lot 1, Brook Valley II Business Park Replat 2, said point also being the Northwest corner of Lot 9, said Brook Valley II Business Park; thence S00°02'08"W along the East line of said Lot 1, Brook Valley II Business Park Replat 2, said line also being the West line of Lots 9 And 10, said Brook Valley Business Park, a distance of 560.00 feet to a point on the North line of said Lot 2, Brook Valley II Business Park Replat 2, said point also being the Southwest corner of said Lot 10, Brook Valley II Business Park; thence N89°57'52"W, a distance of 80.00 feet to a point on the East line of said Lot 1, Brook Valley II Business Park Replat 2, said point also being on the West line of said Lot 2, Brook Valley II Business Park Replat 2; thence S00°02'08"W along said East line of Lot 1, Brook Valley II Business Park Replat 2, said line also being said West line of Lot 2, Brook Valley II Business Park Replat 2, a distance of 280.00 feet to the Southeast of said Lot 1, Brook Valley II Business Park Replat 2, said point also being said Southwest corner of said Lot 2, Brook Valley II Business Park Replat 2, said point also being on said Northerly Right-of-Way line of Portal Road; thence N89°57'52"W along the South line of said Lot 1, Brook Valley II Business Park Replat 2, said line also being said Northerly Right-of-Way line of Portal Road, a distance of 346.00 feet to the point of beginning. Said tract of land contains 316,459 square feet or 7.265 acres, more or less.



See Standard Methods Drawings on Sheet 10



X	BRIDGE	LOCATION
BRID ID	DESCRIPTION	
1	Someshwar Wadi Ghat Road Chiplun	417451, -16.977887

BENCHMARK 1: 12TH ST. APPROXIMATE CENTERLINE OF PIRATE ROAD
ELEV. 1050.19 FT
BENCHMARK 2: NORTH EAST EASTERLY SANITARY MANHOLE LOCATED NEAR
NORTH EAST CORNER OF PROPERTY
ELEV. 1050.27 FT

LAV-20171211-4254-P

Print No: 22117 877 001		Print Date: 10/10/2017	
Date	Description	Date	Description
Drop-off By:	PL		
Driven By:	DA3 / 300		
Time:	NA		
Start:	10	11	

POST CONSTRUCTION
STORMWATER
MANAGEMENT PLAN

PIPER'S PLUS WAREHOUSE
11850 PORTAL RD
LA VISTA, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10301 14th Valley Road, Suite 100, Omaha, NE 68154
Phone: 402.495.1700 Fax: 402.495.1709
www.smcg.com

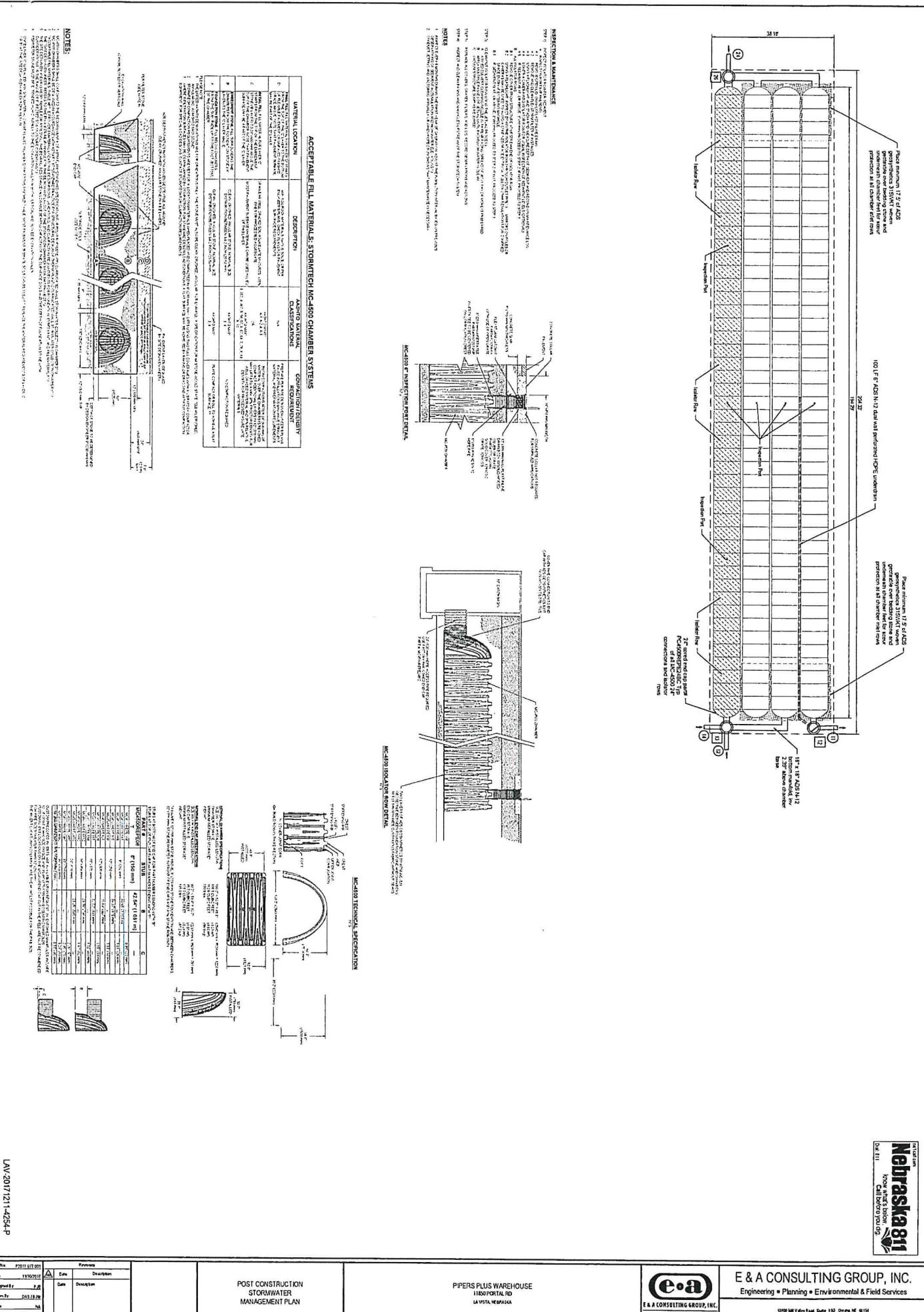


EXHIBIT "F"

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT**

LAV-20171211-4254-P

WHEREAS, Pipers Plus Company, LLC (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 11850 Portal Road 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, (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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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 _____, 2018.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Pipers Plus Company, LLC

Name of Individual, Partnership and/or Corporation

Tom Eyman

Name

Manager

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

State of Nebraska

State

)

County of Sarpy

County

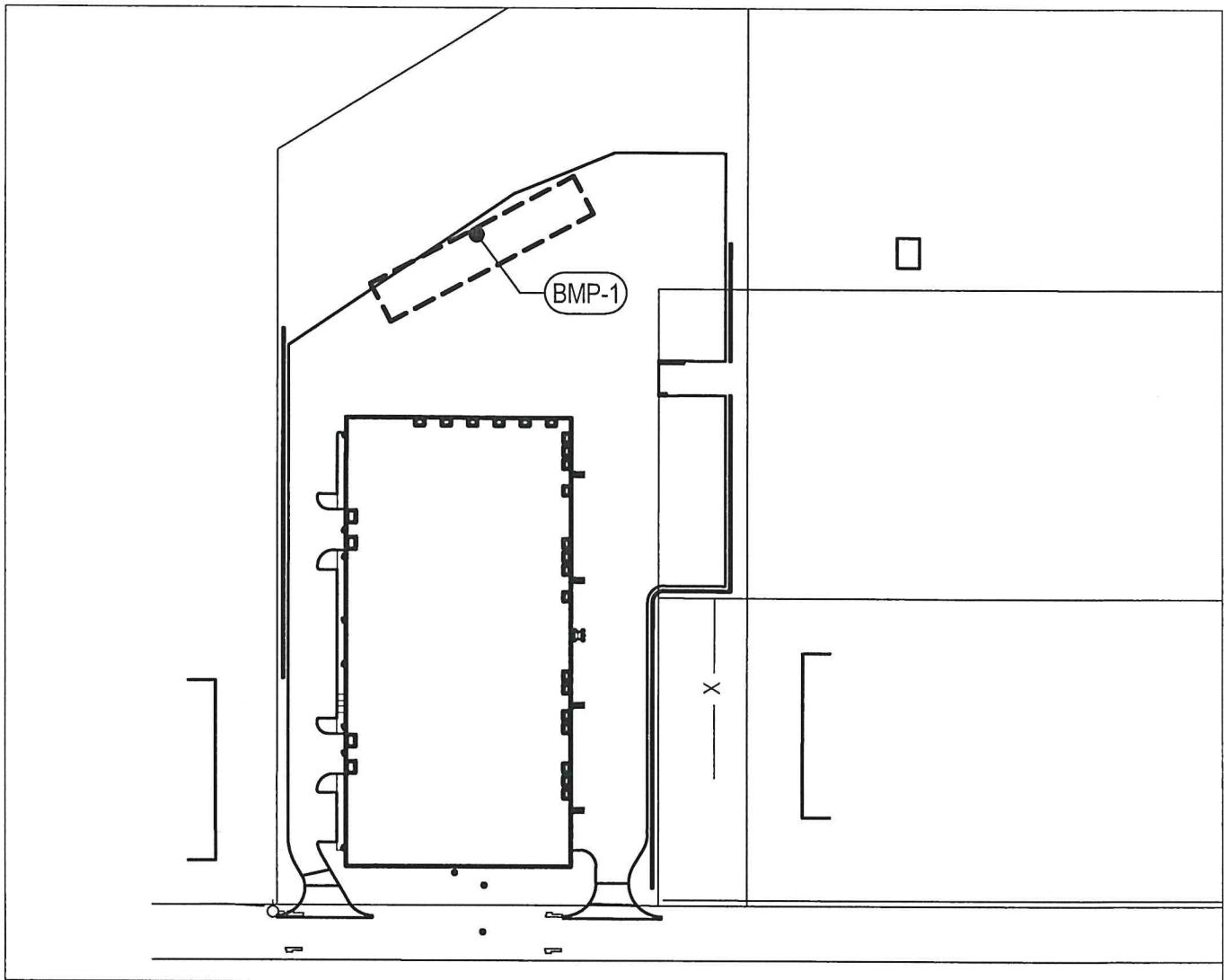
)

On this _____ day of April, 2018 before me, a Notary Public, in and for said County, personally came the above named: Tom Eyman, Manager, who is (are) personally known to me to be the identical person(s) whose name(s) is 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



X	BMP TABLE	
BMP ID	DESCRIPTION	LOCATION
BMP-1	Stormtech System	41°10'30.5" N, 96°05'51.8" W

*MAINTENANCE REQUIREMENTS SHALL BE PER MANUFACTURER RECOMMENDATIONS.

PHYSICAL ADDRESS:
11850 PORTAL RD

LEGAL DESCRIPTION:
LOT 1 BROOK VALLEY
BUSINESS PARK REPLAT 2

150 0 150
1 inch = 150 ft.



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road Suite 100 Omaha, NE 68154 Phone: 402.895.4700 Fax: 402.895.3599

Job No: P2017.77.001

Date: 12/7/2017

Drawn by: DAS

Scale: 1" = 150'

Sht: 1 of 1

PIPERS PLUS WAREHOUSE

BMP MAP

LA VISTA, NEBRASKA

Exhibit B

Name and Location:

Project Name: Pipers Plus Warehous
Address: 11850 Portal Road
PCWP Project Number: LAV-20171211-4254-P
PWD Grading Permit #: LAV-20171211-4254-GP1

Site Data

Total Site Area: 7.26 Acres
Total Disturbed Area: 5.7 Acres
Total Undisturbed Area: 1.56 Acre
Impervious Area Before Construction: 5%
Impervious Area After Construction: 68%

BMP Information

BMP ID	Type of BMP	Latitude / Longitude
1	Stormtech Underground Storage	41°10'30.5" N / 96°05'51.8" W

BMP Maintenance Requirements

Subsurface Dry Detention Basin Maintenance and Tasks Schedule	
Task	Schedule
Outlet/Inlet Inspection and Cleanout	Monthly
Inspection Port and Cleanout	Annually – Remove Sediment when 3" or 15% of Storage Volume has been lost
Inspection for Structural Damage	Annually
Inspect, Exercise all Mechanical Devices	Annually
Repair Broken Pipes	As Needed
Security	As Needed
Remove Trash and Debris	As Needed

Inspection & maintenance

Step 1) Inspect isolator row for sediment

- A. Inspection ports
 - A.1. Remove/open lid on nyloplast inline drain
 - A.2. Remove and clean flexstorm filter if installed
 - A.3. Using a flashlight and stadia rod, measure depth of sediment and record on maintenance log.
 - A.4. Lower a camera into isolator row for visual inspection of sediment levels (optional)
 - A.5. If sediment is at, or above, 3" (80 mm) proceed to step 2. If not, proceed to step 3.
- B. All isolator rows
 - B.1. Remove cover from structure at upstream end of isolator row
 - B.2. Using a flashlight, inspect down the isolator row through outlet pipe
 - i. mirrors on poles or cameras may be used to avoid a confined space entry

- ii. follow osha regulations for confined space entry if entering manhole
- B.3. If sediment is at, or above, 3" (80 mm) proceed to step 2. If not, proceed to step 3.

Step 2) Clean out isolator row using the JetVac process

- A. A fixed culvert cleaning nozzle with rear facing spread of 45" (1.1 m) or more is preferred
- B. Apply multiple passes of JetVac until backflush water is clean
- C. Vacuum structure sump as required

Step 3) Replace all covers, grates, filters, and lids; record observations and actions.

Step 4) Inspect and clean basins and manholes upstream of the StormTech system.

Notes

- 1. Inspect every 6 months during the first year of operation. Adjust the inspection interval based on previous observations of sediment accumulation and high water elevations.
- 2. Conduct jetting and vactoring annually or when inspection shows that maintenance is necessary.

EXHIBIT "H"

RESTRICTED ACCESS EASEMENT

This Restricted Access Easement is made as of this 15 day of May, 2018, (hereinafter referred to as the "Effective Date"), by Pipers Plus Company, LLC, a Nebraska Limited Liability Company (Pipers).

RECITALS:

WHEREAS, Pipers is the owner of:

Lot 1, Brook Valley II Business Park Replat 5, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, hereinafter referred to as Lot 1, and the owner of Lot 10, Brook Valley Business Park, a subdivision in Sarpy County, Nebraska, hereinafter referred to as Lot 10. Pipers and the City of La Vista entered a subdivision agreement dated May 15, 2018 with respect to Lot 1, the provisions of which are incorporated herein by this reference ("Subdivision Agreement"); and

WHEREAS, by virtue of the recording of this Restricted Access Easement (the "Restricted Easement"), Lot 1 and Lot 10 each shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of this Restricted Easement and every grantee of any interest in said Lot 1 or Lot 10, by acceptance of a deed or other conveyance of such interest, shall and otherwise shall have deemed to have consented to the terms herein; and

WHEREAS, Pipers desires to establish for the benefit of Lot 1 and Lot 10 and for the benefit of all future owners', occupants, and mortgagees of each of the Lots or any portion thereof and their respective officers, directors, members, partners, employees, tenants, agents, invitees, or fire, rescue and other emergency vehicles (collectively referred to herein as "Permittees"), limited ingress and egress, over and upon each of the Lots, within the easement area depicted on Exhibit "A" for the purpose of providing limited pedestrian and vehicular ingress and egress to and from each of the Lots (but not parking), and intends that all future owners, occupants and mortgagees and any other persons hereafter acquiring any interest in either of the Lots shall hold said interest subject to certain rights, easements and privileges in, over and upon each of the Lots or any portion thereof for the purpose of providing limited pedestrian and vehicular ingress and egress, to and from each of the Lots as restricted herein.

NOW, THEREFORE, for and in consideration of the benefits set forth herein, Pipers does hereby declare as follows:

1. Easement Access.

(a) Pipers hereby grants a restricted easement, for the benefit of each of Lot 1 and Lot 10 for the perpetual non-exclusive limited right for vehicular and pedestrian ingress and egress, in, over and upon the private access drive now or hereafter constructed and located upon that easement area as described on Exhibit "A" attached hereto and hereby made a part hereof, solely for the purpose of providing Permittees limited pedestrian and vehicular access upon and between Lot 1 and Lot 10 which purpose shall include without limitation, access of Lot 10 across Lot 1 to and from Portal Road, and access of Lot 1 across Lot 10 to and from 117th Street (but not parking) as restricted herein.

(b) The easement rights herein granted to any person or entity, or anyone claiming by, through or under them, shall only be held by the current owner, occupant or mortgagee at each particular point in time, or anyone claiming by, through or under them.

2. Nature of the Restricted Easement. The easement hereby created is not a public easement, but is a permanent, private easement for the use and benefit of Pipers, future owners, occupants, mortgagees, and their respective Permittees. Pipers expressly disclaims the creation of any rights in or for the benefit of the public generally. It is understood and agreed that the restricted easement shall continue for so long as either Lot 1 or Lot 10 remains in existence unless otherwise mutually agreed by the owners of both Lots in writing to be filed of record against both Lots. Notwithstanding anything in this Restricted Easement to the contrary, any termination of the Restricted Easement in whole or in part, or any action of any owner of Lot 1 or Lot 10 that results in or has the effect of the termination of the Restricted Easement, shall require prior approval of the City Engineer as described in Section 5 below.

3. Restrictions. The easement area as depicted in Exhibit "A" shall be for the restricted use by pedestrian or vehicular traffic for the limited movement upon and between Lot 1 and Lot 10 as provided herein and is not intended to be a free and uninterrupted flow of pedestrian or vehicular traffic over or across the entirety of either Lot 1 or Lot 10.

4. Maintenance. Pipers, while it owns Lot 1 and Lot 10, shall keep and maintain, at its sole cost and expense, the easement area as depicted in Exhibit "A" in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. If Pipers at any time does not own Lot 1 or Lot 10, the owner of Lot 1 and the owner of Lot 10 each shall be responsible for keeping and maintaining said easement area in good order and repair at its sole cost and expense, unless otherwise agreed and actually carried out in a different manner by said owners.

5. Amendment; Modification. This Restricted Easement may be amended by the written consent and mutual agreement of all the record owners of Lot 1 and Lot 10. Any such modification or amendment shall be effective when duly recorded in the Office of the

Register of Deeds of Sarpy County, Nebraska. Notwithstanding anything in this Restricted Easement to the contrary, any proposed addition, subtraction, modification, or termination ("Modification") of this Restricted Easement, or any terms or conditions of this Restricted Easement, shall be subject to prior approval of, and in form and content satisfactory to, the City Engineer, and recording of the Modification by the Pipers immediately after said approval is provided.

6. Minimization of Interruption. Any entry upon either Lot 1 or Lot 10, or any portion thereof, pursuant to this restricted easement or other right granted shall be undertaken in a way that will minimize any interruption of, or any adverse impact upon, the activities then being conducted upon either Lot 1 or Lot 10.

7. Notices. All notices, consents, requests, demands, instruction or other communications provided for in this Agreement shall be in writing and shall be deemed validly given, made and served when delivered personally, or when delivered or refused if sent in the United States Mail, registered or certified, postage prepaid, or when delivered or refused if sent by overnight courier, addressed as follows:

Pipers Plus Company, LLC
8506 South 117th Street
LaVista, NE 68128

13. Governing Law. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Nebraska.

Executed this 15 day of May, 2018.

Pipers Plus Company, LLC

By: _____
Tom Eyman, Manager for Pipers Plus Company, LLC

STATE OF NEBRASKA)
)
COUNTY OF SARPY)
)

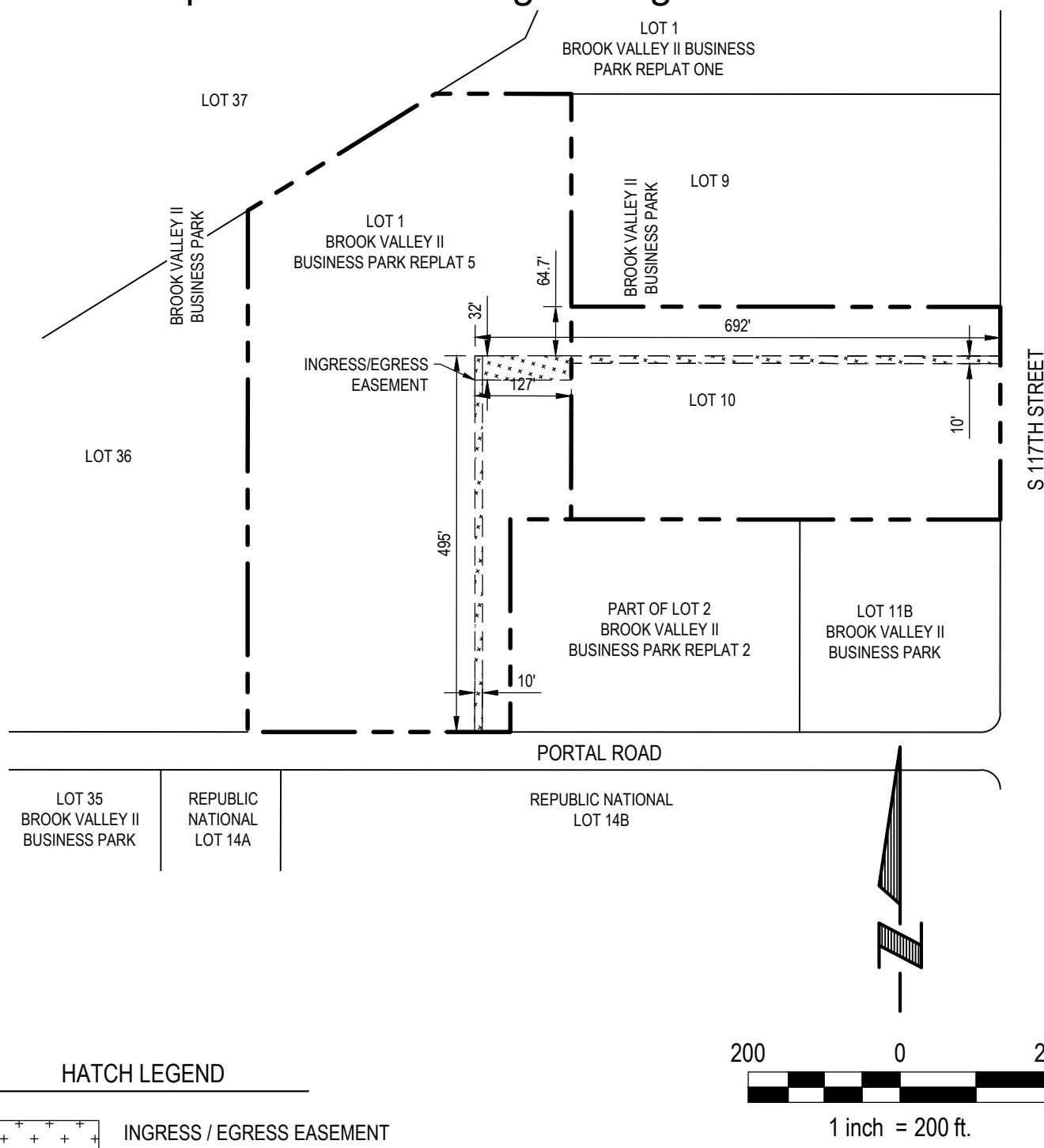
The foregoing instrument was acknowledged before me on May 15, 2018, by
Tom Eyman, Manager for Pipers Plus Company, LLC, on behalf of Pipers Plus
Company, LLC, a Nebraska Limited Liability Company.

In testimony whereof, I have hereunto set my hand and affixed my official seal in
the County and State aforesaid, the day and year first above written.

Notary Public

Attachment Exhibit "A" to Exhibit "H" Page 4

Description of 10 Foot Ingress/Egress Easement



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road Suite 100 Omaha, NE 68154 Phone: 402.895.4700 Fax: 402.895.3599

Job No.: P2017.077.001 Date: 03/28/2018

Drawn by: CJV Scale: 1"=200' Sht: 1 of 1

INGRESS/EGRESS EASEMENT
LOT 1,
BROOK VALLEY II BUSINESS PARK REPLAT 5
LA VISTA, NEBRASKA