

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 16, 2021 AGENDA

Subject:	Type:	Submitted By:
HARRISON HILLS REPLAT SEVEN – (REPLAT & SUBDIVISION AGREEMENT)	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared for the consideration of a final plat and subdivision agreement by applicant Streck, Inc. for approximately 30.1 acres located south of the intersection of S. 117th Street and Emiline Street. Lots 1 and 16 of Harrison Hills would be replatted into Lots 1 and 2 Harrison Hills Replat Seven for further development of the Streck campus and the addition of 84 units of multi-family housing.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On December 15, 2020 City Council approved applications by Streck, Inc. for a Future Land Use Map amendment to the Comprehensive Plan and Rezoning, for the Streck Workforce Housing development that will include 84 apartments north of the new Streck campus development underway in Harrison Hills.

The Planning Commission reviewed the Replat on February 18, 2021, and unanimously recommended approval contingent upon on the resolution of the issues mentioned in the staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

A detailed staff report is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 1 AND 16 HARRISON HILLS, TO BE REPLATTED AS LOTS 1 AND 2 HARRISON HILLS REPLAT 7, A SUBDIVISION LOCATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property applied for approval of a replat for Lots 1 and 16 Harrison Hills, to be replatted as Lots 1 and 2 Harrison Hills Replat 7; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on February 18, 2021, 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 Lots 1 and 16 Harrison Hills, to be replatted as Lots 1 and 2 Harrison Hills Replat 7, a subdivision located in the Northwest Quarter of Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of the intersection of 117th Street and Emilie Street, be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement amendment presented at this Council meeting.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

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 AN AMENDMENT TO THE SUBDIVISION AGREEMENT FOR LA VISTA CITY CENTRE.

WHEREAS, the City Council did on March 16, 2021, approve of La Vista City Centre Replat 7 subject to certain conditions; and

WHEREAS, the Subdivider, Streck Inc., as owner of the affected lots agreed to execute an amendment to the original Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute the same on behalf of the City, subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 16TH DAY OF MARCH 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT**

CASE NUMBERS: PRP20-0002;

FOR HEARING OF: MARCH 16, 2021
REPORT PREPARED ON: MARCH 8, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Streck, Inc.
7002 S 109th Street
La Vista, NE 68128

B. PROPERTY OWNER:

Streck, Inc.
7002 S 109th Street
La Vista, NE 68128

C. LOCATION: 11725 S 118th Street; Generally located south of the intersection of S. 117th Street and Emilie Street.

D. LEGAL DESCRIPTION: Lots 1 and 16 Harrison Hills (to be replatted as Lots 1 and 2 Harrison Hills Replat 7).

E. REQUESTED ACTION(S): Approval of a Replat to allow for the construction and operation of a multi-family housing development on the proposed Lot 1 Harrison Hills Replat 7.

F. EXISTING ZONING AND LAND USE: R-3 – High-Density Residential, Gateway Corridor District (Overlay District), and Planned Unit Development; The site is currently vacant.

G. PURPOSE OF REQUEST: Consolidation of Lot 16 Harrison Hills into Lot 1 Harrison Hills and the division of Lot 1 Harrison Hills into two lots to allow for the development of multi-family housing units (apartments).

H. SIZE OF SITE: Approximately 3.03 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property slopes gradually downward to the south and to the west;

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District)	Vacant properties, Casey's under development, Restaurant Depot
East	High-Density Residential	R-3 High-Density Residential	Harrison Hills Apartments
South	Industrial	I-1 Light-Industrial	Stepper-ettes Dance, SalonCentric
West	Parks and Recreation	TA – Transitional Agriculture, Gateway Corridor District (Overlay District)	Vacant property, old sod farm property

C. RELEVANT CASE HISTORY:

1. A Planned Unit Development Site Plan was approved by Council on November 5, 2019 for Lots 1 and 16 Harrison Hills to prepare for the development of Streck, Inc.'s new facility.
2. Phase 1 of construction for Streck, Inc.'s new facility is nearing completion.
3. The subject property was rezoned to R-3 High Density Residential with PUD District and Gateway Corridor District overlays on December 15, 2020.

D. APPLICABLE REGULATIONS:

1. Section 3.07 of the Subdivision Regulations - Replats
2. Section 5.08 of the Zoning Regulations – R-3 High Density Residential.
3. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan currently designates the proposed Lot 1 as High-Density Residential and Lot 2 as Industrial.

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to this property would be through Emilie Street, which connects to the arterial Harrison Street through

intersections at 115th, 117th, and 118th Street. These streets have sufficient capacity to handle the traffic demands of multifamily residential development.

2. A draft traffic memo has been submitted to the City that analyzes impacts to the traffic signals on Harrison Street. The memo has been forwarded to the City of Omaha for their review as the impacted traffic signal on Harrison Street is under the jurisdiction of Omaha.

D. UTILITIES:

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.

E. PARKING REQUIREMENTS:

1. All developments will need to meet the minimum parking requirements of the underlying zoning district, unless as modified by the PUD site plan and ordinance for this area as amended.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Gateway Corridor Design Guidelines. Review letters from the City's Design Review Architect regarding the proposed landscaping plan are included for review.

IV. REVIEW COMMENTS:

- A. Any traffic signal improvements required by the City of Omaha must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision.
- B. In addition to the approval of Harrison Hills Replat 7 and prior to development, the applicant will be required to receive approval of the revised PUD Site Plan and Conditional Use Permit (CUP). The applicant will also be required to complete the design review process prior to commencement of development of the property.
- C. The applicant will need to prepare a subdivision agreement with city staff prior to the review of the Replat by City Council.

V. STAFF RECOMMENDATION – REPLAT:

Staff recommends approval of the replat of Lots 1 and 16 Harrison Hills, being replatted as Lots 1 and 2 Harrison Hills Replat 7, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:

The Planning Commission held a meeting on February 18, 2021 and recommended approval of the replat of Lots 1 and 16 Harrison Hills, being replatted as Lots 1 and 2 Harrison Hills Replat 7, contingent on the

resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

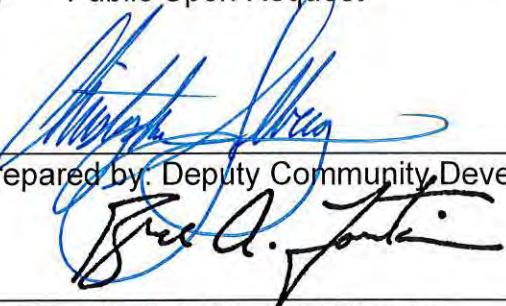
VII. ATTACHMENTS TO REPORT:

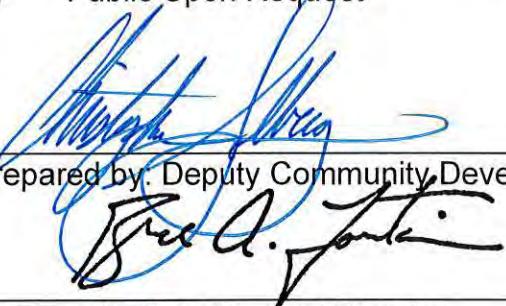
- A. Vicinity Map
- B. Staff Review Letters
- C. Draft Replat map set

VIII. COPIES OF REPORT SENT TO:

- A. Constance Ryan, Streck, Inc.
- B. Caleb Snyder, Lamp Rynearson
- C. Zach Reinhardt, Burlington Capital
- D. Public Upon Request

Prepared by: Deputy Community Development Director


Community Development Director


3/8/21

Date



Replat Vicinity Map



Streck, Inc.
Harrison Hills Replat 7
2/12/2021 cb





December 23, 2020

Zach Reinhardt
Burlington Capital
1004 Farnam St. Ste 400
Omaha, NE 68102

RE: Harrison Hills Replat 7 – Initial Review Letter

Mr. Reinhardt,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

1. Section 3.07.03, Section 3.03.02 – Topography needs to be updated as to show current existing grades vs. proposed grading for the next phase.
2. Section 3.07.03, Section 3.03.03 – Phasing needs to be updated to show the existing phase, the proposed phase included in the housing project, and future phases of the project.
3. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property.
4. Section 3.07.03, Section 3.03.07 – Storm sewer linework needs to differentiate between the existing storm sewer system and the proposed storm sewer improvements as to show if existing storm sewer network will need to be modified to accommodate the contemplated site revisions.
5. Section 3.07.07, Section 3.03.13 – The limits of the flood way and floodplain in the vicinity of the property should be shown.

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402.331.4375 F

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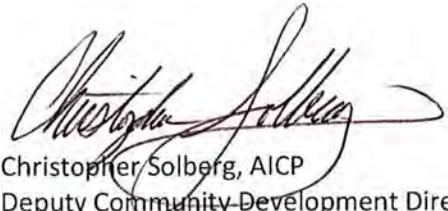
Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

6. Section 3.07.03, Section 3.03.14 – Building setback lines are not shown on the submittal, however leaders with setback distances are shown in the PUD submittal.
7. Section 3.07.03, Section 3.03.15 – The Post Construction Storm Water Management Plan shows dry detention basin that will be conveying drainage from Lot 1 through a permanent storm sewer easement in Lot 2. The intent of the maintenance is unclear as to if Lot 1 will be required to contribute to the maintenance of the dry detention basin, or if Lot 2 will be solely responsible for the operation and maintenance of the BMP. If the intent is to have both lots share in the maintenance as a common area, this will need to be depicted, and a subdivision agreement is likely necessary.
8. Section 3.07.03, Section 3.03.15 – The legal description needs to include total acreage involved in the plat.
9. Section 3.07.03, Section 3.03.16 – Site currently has a Stormwater Pollution Prevention Plan (SWPPP) due to current phase of work, however, SW PPP will likely need to be revised as the grading and/or storm sewer design is revised.
10. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. As the signal at 118th and Harrison is owned and operated by the City of Omaha, and any signal, if installed, at the intersection of 115th/116th and Harrison Street would likely be owned and operated by the City of Omaha. The City of Omaha will need to review and approve the traffic study as revised.
11. Section 3.07.03, Section 3.05.18 – Please clarify if there is a lien holder for the property involved in the plat. If so, the Lien Holder Consent block shall be added to the Final Plat.
12. Section 3.07.03, Section 3.05.19 – As the Surveyor's Certification states that permanent makers will be set at all property corners, we will require a Staking Bond of \$500.00 as to ensure that all property corners are set.
13. Section 3.07.03, Section 3.05.24 – Should the City of Omaha require public improvements related to the traffic study, we will require that you show the cost of any public improvements.
14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

Please submit 4 full size revised copies of the plat and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted this review have been sufficiently addressed.

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

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Rynearson
Constance Ryan, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

January 25, 2021

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

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

Reference: Streck, Inc. – Harrison Hills
Replat 7 Initial Review Submittal Comments
Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Replat 7 initial review letter dated December 23, 2020 regarding the Streck, Inc. – Harrison Hills, Planned Unit Development submittal.

Review Comments:

1. Section 3.07.03, Section 3.03.02 – Topography needs to be updated as to show current existing grades vs. proposed grading for the next phase.

Response: The topography shown on the preliminary plat has been updated to show the site's existing grades. Exhibit G has been added to show the proposed grading for the housing phase.

2. Section 3.07.03, Section 3.03.03 – Phasing needs to be updated to show the existing phase, the proposed phase included in the housing project, and future phases of the project.

Response: The phasing on Exhibits C-G has been updated to reflect the proposed phasing.

3. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property.

Response: This has been added to the preliminary plat exhibit.

4. Section 3.07.03, Section 3.03.07 – Storm sewer linework needs to differentiate between the existing storm sewer system and the proposed storm sewer improvements as to show if existing storm sewer network will need to be modified to accommodate the contemplated site revisions.

Response: This has been completed as requested.

5. Section 3.07.07, Section 3.03.13 – The limits of the flood way and floodplain in the vicinity of the property should be shown.

Response: This has been completed as requested.

6. Section 3.07.03, Section 3.03.14 – Building setback lines are not shown on the submittal, however leaders with setback distances are shown in the PUD submittal.

Response: The preliminary plat exhibit includes the city's minimum setback requirements for the proposed R-3 zoning and I-1 zoning. The proposed building setbacks are shown on the Exhibit C.

7. Section 3.07.03, Section 3.03.15 – The Post Construction Storm Water Management Plan shows dry detention basin that will be conveying drainage from Lot 1 through a permanent storm sewer easement in Lot 2. The intent of the maintenance is unclear as to if Lot 1 will be required to contribute to the maintenance of the dry detention basin, or if Lot 2 will be solely responsible for the operation and maintenance as a common area, this will need to be depicted, and a subdivision agreement is likely necessary.

Response: The maintenance of the dry detention basin will be outlined in the subdivision agreement.

8. Section 3.07.03, Section 3.03.15 – The legal description needs to include total acreage involved in the plat.

Response: The total acreage is included in the legal description on both the preliminary and final plat exhibits.

9. Section 3.07.03, Section 3.03.16 – Site currently has a Stormwater Pollution Prevention Plan (SWPPP) due to current phase of work, however, SWPPP will likely need to be revised as the grading and/or storm sewer design is revised.

Response: Agreed, the SWPPP will be updated once the housing phase design has been finalized.

10. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. As the signal at 118th and Harrison is owned and operated by the City of Omaha, and any signal, if installed, at the intersection of 115th/116th and Harrison Street would likely be owned and operated by the City of Omaha. The City of Omaha will need to review and approve the traffic study as revised.

Response: The revised traffic memo has been submitted to the City of Omaha for their review and comment.

11. Section 3.07.03, Section 3.03.18 – Please clarify if there is a lien holder for the property involved in the plat. If so, the Lien Holder Consent block shall be added to the Final Plat.

Response: There is no lien holder on the property.

12. Section 3.07.03, Section 3.05.19 – As the Surveyor's Certification states that permanent marker will be set at all property corners, we will require a Staking Bond of \$500.00 as to ensure that all property corners are set.

Response: A staking bond will be provided prior to action by City Council.

13. Section 3.07.03, Section 3.05.24 – Should the City of Omaha require public improvements related to the traffic study, we will require that you show the cost of any public improvements.

Response: Agreed.

14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

Response: Agreed.

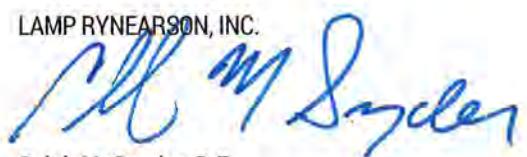
Four (4) copies of each of the following documents are included with this submittal:

1. Harrison Hills Replat 7 Preliminary Plat;
2. Harrison Hills Replat 7 Final Plat;
3. Subdivision Agreement Exhibit A – Final Plat;
4. Subdivision Agreement Exhibit B – Conditional Use Permit Operating Statement;
5. Subdivision Agreement Exhibit C – "PUD" Site Plan;
6. Subdivision Agreement Exhibit D – Landscape Plan;
7. Subdivision Agreement Exhibit E – Post Construction Storm Water Management Plan;
8. Subdivision Agreement Exhibit F – Utility Plan; and
9. Subdivision Agreement Exhibit G – Grading Plan.

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.



Caleb M. Snyder, P.E.
Project Manager

Enclosures

c: John Noble, Streck, Inc.
Zach Reinhardt, Burlington Capital
Tom Zuk, Holland Basham Architects
David Warner, Holland Basham Architects



February 8, 2021

Zach Reinhardt
Burlington Capital
1004 Farnam St. Ste 400
Omaha, NE 68102

RE: Harrison Hills Replat 7 – 2nd Review Letter

Mr. Reinhardt,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

1. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property. Most structures have been added, however the structures on Lot 3 Harrison Hills and Lot 1 Harrison Hills Replat 6 are still not represented.
2. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. Staff will be in contact with the City of Omaha prior to approval of the subdivision agreement to discuss any potential changes, if necessary, that need to be addressed within the agreement.
3. Section 3.07.03, Section 3.05.19 – If a staking bond is provided, as stated in the response letter, this will only have to be provided at the time of the provision of mylars after the plat's approval.

Other than the issues stated within this letter, staff is in approval of the Replat Plan Set and have added the application to the February 18th Planning Commission meeting agenda.

Please forward to the City 15 copies of the Replat Plan Set, along with an electronic copy, close of business on Wednesday, February 10, 2021 for compilation of Planning Commission packets.

The Planning Commission meeting will be held on Thursday, February 18th, 2021 at 6:30pm in the Council Chambers at La Vista City Hall located at 8116 Park View Blvd. Please have someone in attendance to present the application and to answer any questions the Planning Commission may have.

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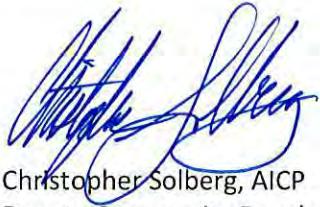
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For those in attendance, we ask that they adhere to the City of La Vista mask mandate and other general social distancing norms in relation to the current pandemic.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg".

Christopher Solberg, AICP
Deputy Community Development Director

cc:

Caleb Snyder, Lamp Rynearson
Constance Ryan, Streck Inc.
Bruce Fountain, Community Development Director – City of La Vista
Pat Dowse, City Engineer – City of La Vista

January 25, 2021

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Reference: Streck, Inc. – Harrison Hills
Replat 7 Initial Review Submittal Comments
Project No.: 0118087.06-003

Dear Mr. Solberg:

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8. Section 3.07.03, Section 3.03.15 – The legal description needs to include total acreage involved in the plat.

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Response: Agreed, the SWPPP will be updated once the housing phase design has been finalized.

10. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. As the signal at 118th and Harrison is owned and operated by the City of Omaha, and any signal, if installed, at the intersection of 115th/116th and Harrison Street would likely be owned and operated by the City of Omaha. The City of Omaha will need to review and approve the traffic study as revised.

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Response: Agreed.

14. Section 3.07.03, Section 3.05.25 – Staff are currently reviewing the subdivision agreement that you submitted. Said agreement will need to be in acceptable form prior to action by City Council.

Response: Agreed.

Four (4) copies of each of the following documents are included with this submittal:

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2. Harrison Hills Replat 7 Final Plat;
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4. Subdivision Agreement Exhibit B – Conditional Use Permit Operating Statement;
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6. Subdivision Agreement Exhibit D – Landscape Plan;
7. Subdivision Agreement Exhibit E – Post Construction Storm Water Management Plan;
8. Subdivision Agreement Exhibit F – Utility Plan; and
9. Subdivision Agreement Exhibit G – Grading Plan.

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.



Caleb M. Snyder, P.E.
Project Manager

Enclosures

c: John Noble, Streck, Inc.
Zach Reinhardt, Burlington Capital
Tom Zuk, Holland Basham Architects
David Warner, Holland Basham Architects

VIA Email

March 3, 2021

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Senior Planner
8116 Park View Blvd
La Vista, NE 68128

Reference: Streck, Inc. – Harrison Hills
 Replat 7 – 2nd Review Submittal Comments
 Project No.: 0118087.06-003

Dear Mr. Solberg:

Submitted herewith are our responses to the comments included in the City of La Vista's Harrison Hills Replat 7 2nd review letter dated February 8, 2021, regarding the Streck, Inc. – Harrison Hills, Replat 7 submittal.

Review Comments:

1. Section 3.07.03, Section 3.03.07 – Preliminary Plat exhibit needs to show existing structures within 200 feet of the property. Most structures have been added, however the structures on Lot 3 Harrison Hills and Lot 1 Harrison Hills Replat 6 are still not represented.

Response: The requested structures have been added as requested.

2. Section 3.07.03, Section 3.03.19 – A revised traffic study was submitted for this project. Staff will be in contract with the City of Omaha prior to approval of the subdivision agreement to discuss any potential changes, if necessary, that need to be addressed within the agreement.

Response: No additional comment.

3. Section 3.07.03, Section 3.05.19 – If a staking bond is provided, as stated in the response letter, this will only have to be provided at the time of the provision of mylars after the plat's approval.

Response: A staking bond has been provided to the city.

PDF copies of each of the following documents are included with this submittal:

1. Harrison Hills Replat 7 Preliminary Plat;
2. Harrison Hills Replat 7 Final Plat;
3. Subdivision Agreement Exhibit A – Final Plat;
4. Subdivision Agreement Exhibit B – Conditional Use Permit Operating Statement;
5. Subdivision Agreement Exhibit C – “PUD” Site Plan;

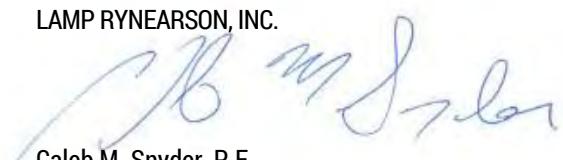
Streck, Inc. – Harrison Hills
2nd Review Submittal Comments
Project No.: 0118087.06-003
March 3, 2021
Page 2 of 2

6. Subdivision Agreement Exhibit D – Landscape Plan;
7. Subdivision Agreement Exhibit E – Post Construction Storm Water Management Plan;
8. Subdivision Agreement Exhibit F – Utility Plan; and
9. Subdivision Agreement Exhibit G – Grading Plan.

Please call if you have any questions or concerns regarding this submittal.

Sincerely;

LAMP RYNEARSON, INC.



Caleb M. Snyder, P.E.
Project Manager

Enclosures

c: John Noble, Streck, Inc.
Zach Reinhardt, Burlington Capital
Tom Zuk, Holland Basham Architects
David Warner, Holland Basham Architects

kmp\L:\Engineering\0118087 Streck Labs\DOCUMENTS\LETTERS\RSP Solberg Replat 7 210301.docx

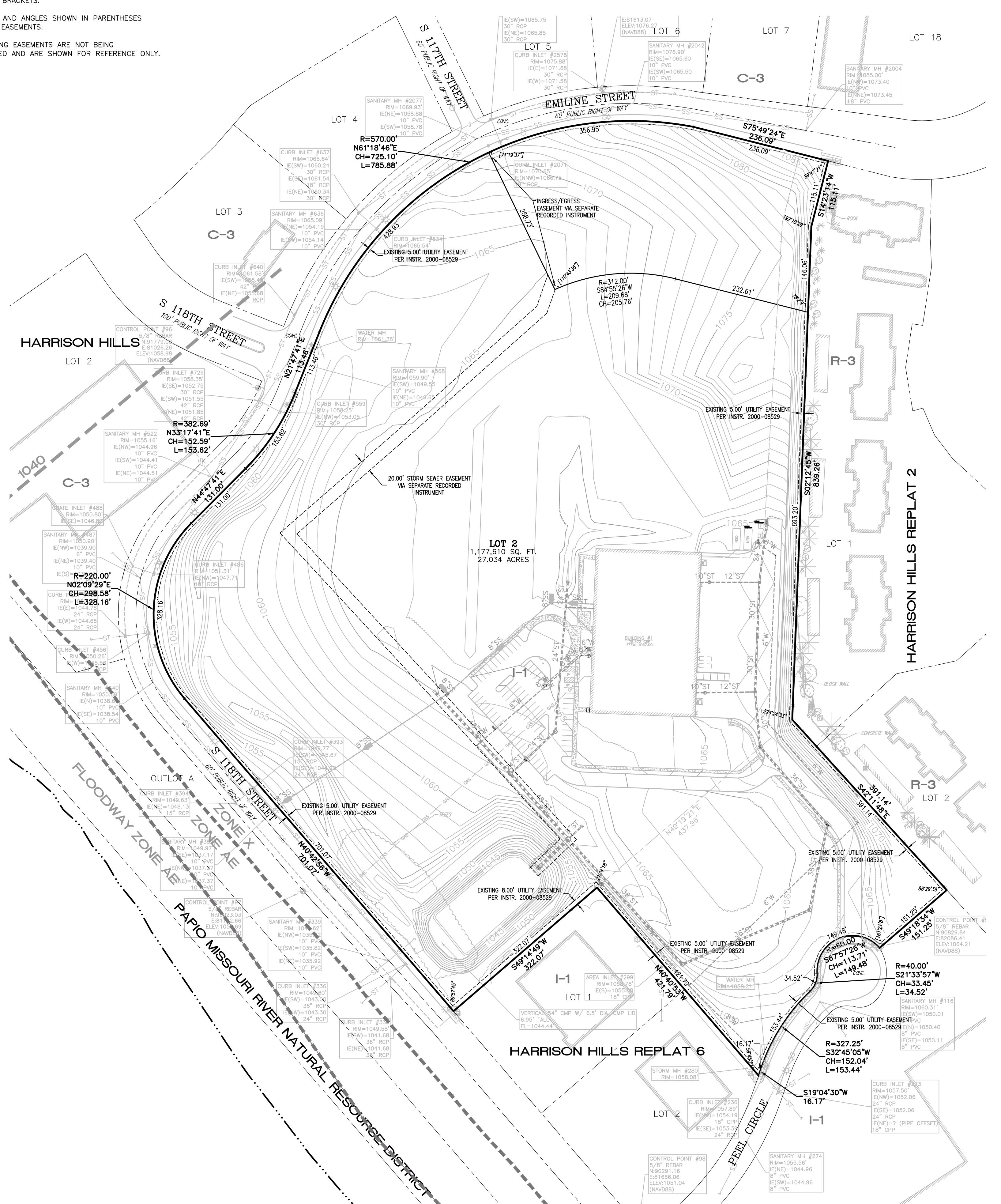
NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
- DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.

HARRISON HILLS REPLAT 7

LOTS 1 AND 2

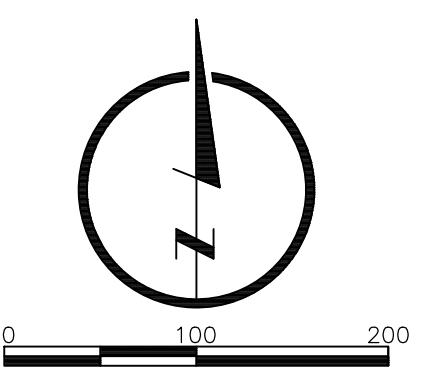
BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



L:\\Engineering\\01\\18087\\Stock\\Site\\SiteSurveyor\\01\\18087\\TP.mpr 5/2/2021 10:56:56 AM, ELOISE A. MOLLAK, LAMP RYNEARSON

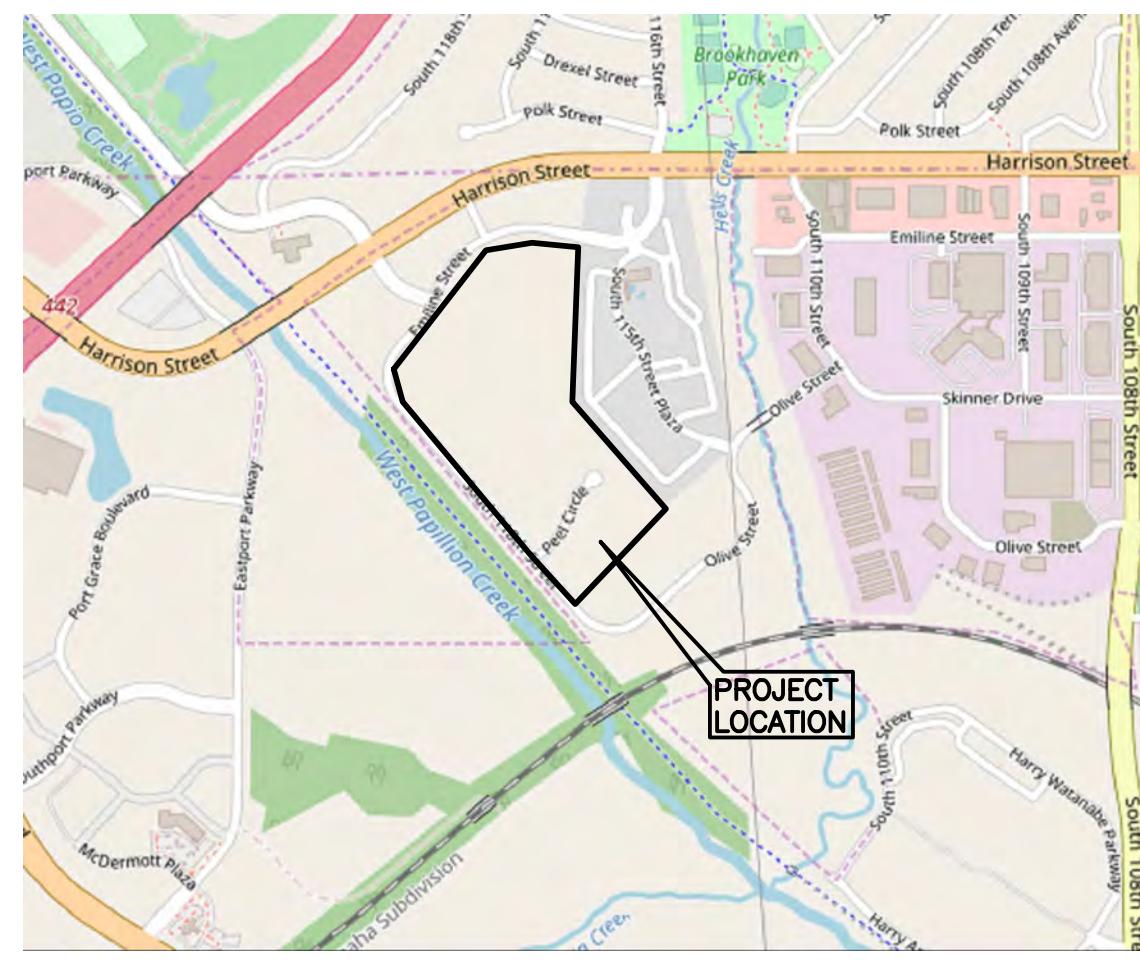
LOCATED IN:

NW 1/4 NW 1/4 SEC. 17, T14N, R12E
NE 1/4 NW 1/4 SEC. 17, T14N, R12E
SW 1/4 NW 1/4 SEC. 17, T14N, R12E
SE 1/4 NW 1/4 SEC. 17, T14N, R12E



LEGEND

- BOUNDARY LINE
- - - EXISTING LOT LINE
- - - EASEMENT LINE
- - - ASSUMED CURB
- SANITARY SEWER
- STORM SEWER
- GAS
- AC UNIT
- AREA INLET ROUND
- CABLE TV PULL BOX
- CABLE TV RISER
- *
- S
- ♦
- CONTINUE SYMBOL
- CONTROL POINT
- CURB INLET
- DECIDUOUS TREE
- FIRE HYDRANT
- GRATE INLET
- INFORMATION SIGN
- LIGHT POLE
- MANHOLE
- POWER METER
- POWER PULL BOX
- POWER RISER
- POWER TRANSFORMER
- CORNERS FOUND
- SPRINKLER VALVE BOX
- STREET LIGHT
- TELEPHONE RISER
- UNIDENTIFIED PULL BOX
- UNIDENTIFIED RISER
- WATER MANHOLE
- WATER VALVE
- BUILDING
- FENCE
- INVERT ELEVATION
- FLOW LINE
- MEASURED DIMENSIONS
- FLOOD ZONE
- BASE FLOOD
- FEMA STREAM LINE



VICINITY MAP

LEGAL DESCRIPTION

LOT 1 AND LOT 16, HARRISON HILLS, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINS 30.065 ACRES.

OWNER / APPLICANT

STRECK, INC., A NEBRASKA CORPORATION
7002 S 109TH STREET
LA VISTA, NEBRASKA 68128

ENGINEER

LAMP RYNEARSON
14710 WEST DODGE ROAD, SUITE 100
OMAHA, NEBRASKA 68154-2027

ZONING

EXISTING: I-1
PROPOSED: R-3, HIGH DENSITY RESIDENTIAL, PUD AND GWC OVERLAY
LOT 1 - 3.031 ACRES

I-1 LIGHT INDUSTRIAL, PUD AND GWC OVERLAY
LOT 2 - 27.034 ACRES
TOTAL AREA - 30.065 ACRES

POWER: OMAHA PUBLIC POWER DISTRICT
444 SOUTH 16TH STREET MALL
OMAHA, NE 68102-2247

WATER: METROPOLITAN UTILITIES DISTRICT
3100 SOUTH 61ST AVENUE
OMAHA, NE 68106-3621

GAS: BLACK HILLS ENERGY
501 WEST 6TH STREET
PAPILLION, NEBRASKA 68046

FLOOD ZONE

ZONE X
AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS ILLUSTRATED BY FLOOD INSURANCE RATE MAP (FIRM), DOUGLAS COUNTY, NEBRASKA.

MAP NUMBER 31153C00055H
MAP EFFECTIVE DATE: MAY 3, 2010
COMMUNITY NUMBER: 310192 0055 H

MAP NUMBER 31153C0061H
MAP EFFECTIVE DATE: MAY 3, 2010
COMMUNITY NUMBER: 310192 0061 H

MAP NUMBER 31153C0062H
MAP EFFECTIVE DATE: MAY 3, 2010
COMMUNITY NUMBER: 310192 0062 H

FLOOD ZONE REQUIREMENTS MAY BE SUBJECT TO CHANGE OR MODIFICATION BY THE LOCAL GOVERNING AUTHORITY. CONTACT THE LOCAL FLOOD PLAIN MANAGER OR OTHER APPROPRIATE OFFICIAL TO DISCOVER LOCAL ORDINANCES OR CHANGES IN REGULATIONS, FUTURE OR PROPOSED.

CONTROL NOTE

- HORIZONTAL DATUM IS BASED ON THE SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM.
- VERTICAL DATUM IS BASED ON NAVD88 (GEOID-12A).

UTILITY NOTES

- THIS DRAWING INCLUDES OBSERVED EVIDENCE OF SERVICES AND UTILITIES EVIDENT AT THE TIME OF SURVEY ONLY. NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY THE SURVEYOR FOR THE FAILURE TO SHOW ANY BURIED SERVICE AND/OR UTILITY LINES EVEN THOUGH THEY MAY EXIST. CONTACT "ONE CALL" (1-800-331-5666) PRIOR TO ANY EXCAVATION ON THIS SITE.

CITY OF LA VISTA ZONING ORDINANCE
SECTION 5.08 R-3 HIGH DENSITY RESIDENTIAL

5.08.05 Height and Lot Requirements:

Uses	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Building Coverage
Townhouses/Condominiums ¹	2,500 per unit	25' per unit	30'	10'-5"	30'	35'	40%
Multi-family Dwellings ²	2,250 per unit	100'	30'	45'-1"	40%		
Other Permitted Uses	8,500	75'	30'	30'	30'	35'	50%
Other Conditional Uses	8,500	75'	30'	30'	30'	45'	50%
Publicly owned and operated facilities ³	-	-	-	-	-	-	-
Accessory Buildings	-	-	50'	5'	5'	17'	100%

CITY OF LA VISTA ZONING ORDINANCE
SECTION 5.13 I-1 LIGHT INDUSTRIAL

5.13.05 Height and Lot Requirements:

- 5.13.05.01 The height and minimum lot requirements shall be as follows:

Use	Lot Area (SF)	Lot Width	Front Yard	Side Yard	Rear Yard	Max. Height	Max. Lot Coverage
Permitted Uses	10,000	100'	35'-1"	30'	25'	45'	65%
Permitted Conditional Uses	10,000	100'	30'	30'	25'	45'	65%
Accessory Buildings	-	-	70'	10'	10'	25'	20%

¹ 35' front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of sixty (60) feet.

² Lots created before January 1, 2008 may have a minimum Lot Area of 10,000 square feet and may have less than the minimum 100 feet lot width. (Ordinance No. 1053, 1-15-08)



ALL UTILITIES ARE SHOWN AS INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE THAT THE SIZE OF EACH FACILITY IS CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

DESIGNER / DRAFTER

ELISE MOLLAK

DATE

12-7-2020

PROJECT NUMBER

0118087.03-004

BOOK AND PAGE

18087, 1-9

SHEET

1 OF 1

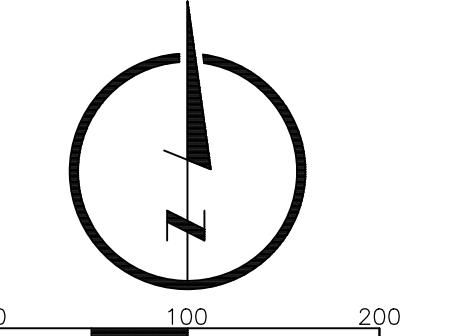
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HARRISON HILLS REPLAT 7

LOTS 1 AND 2

BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA



LOCATED IN:
NW 1/4 NW 1/4 SEC. 17, T14N, R12E
NE 1/4 NW 1/4 SEC. 17, T14N, R12E
SW 1/4 NW 1/4 SEC. 17, T14N, R12E
SE 1/4 NW 1/4 SEC. 17, T14N, R12E

LEGEND
— BOUNDARY LINE
- - - EXISTING LOT LINE
- - - EASEMENT LINE

LAND 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 THOROUGH SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2, BEING A REPLATTING OF LOTS 1 AND 16, HARRISON HILLS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

CONTAINING 30.065 ACRES MORE OR LESS.

WILLIAM E. KNIGHT, R.L.S. 566



DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STRECK INC., A NEBRASKA CORPORATION, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND ENBRACED WITHIN THIS PLAT, DO HEREBY GRANT, SELL, LEND TO, AND SUBDIVIDE INTO LOTS, AS HEREIN SHOWN AND SUBDIVIDED, THE LAND KNOWN AS HARRISON HILLS REPLAT 7, LOTS 1 AND 2, DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR CARRYING AND TRANSMITTING GAS, WATER, HEAT AND COOLING, AND FOR COMMUNICATIONS, TELEGRAPH, TELEPHONE, AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE 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 USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND 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-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTOGNS OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE 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 USES OR RIGHTS HEREIN GRANTED.

STRECK INC., A NEBRASKA CORPORATION, OWNER

CONSTANCE RYAN

(PRINTED TITLE)
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF _____, 20____

BY CONSTANCE RYAN, _____ OF

STRECK INC., A NEBRASKA CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE OF NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND ENBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

DAY OF _____, 20____

SARPY COUNTY TREASURER

APPROVAL OF THE CITY OF LA VISTA
PLANNING COMMISSION

THIS PLAT OF HARRISON HILLS REPLAT 7, LOTS 1 AND 2 WAS APPROVED BY THE LA VISTA PLANNING COMMISSION THIS

DAY OF _____, 20____

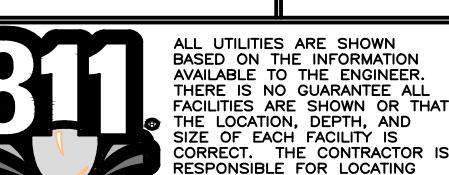
CHAIRPERSON, LA VISTA PLANNING COMMISSION

LAMP
RYNEARSON

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

FINAL
PLAT

HARRISON HILLS REPLAT 7 (LOTS 1 AND 2)
SARPY COUNTY, NEBRASKA



Know what's below.
Call before you dig.

REVISIONS

DESIGNER / DRAFTER

ELISE MOLLAK

DATE

12-7-2020

PROJECT NUMBER

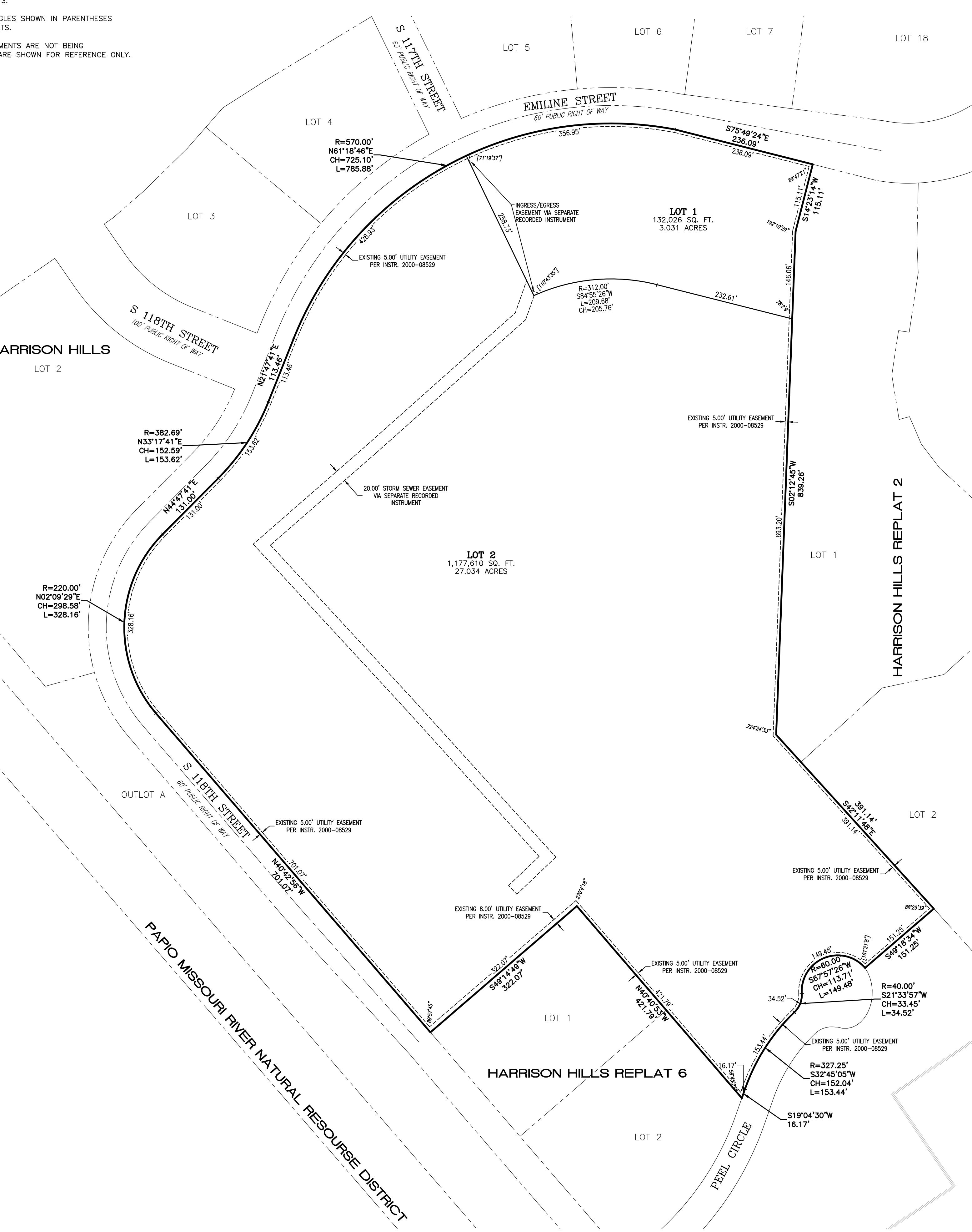
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SHEET

1 OF 1



SUBDIVISION AGREEMENT
Harrison Hills Replat 7 Lots 1 & 2
S 117th St & Emile St
R-3, High Density Residential PUD GWC
I-1, Light Industrial PUD GWC
(Private Financing)

THIS SUBDIVISION AGREEMENT (the "Agreement") is made this 16th day of March, 2021, by and between Streck, Inc. a Nebraska limited liability company, (hereinafter referred to as "Subdivider"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). Subdivider and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Streck, Inc, a Nebraska limited liability company, ("Applicant") submitted applications to replat and develop, the property to be platted or replatted as Lots 1-2, Harrison Hills Replat 7, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Lots 1-2") as is more particularly shown on the Final Plat (the "Plat," "Final Plat," or "Replat") attached hereto as Exhibit "A" as finally approved by the City Council, and which is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction ("Property");

WHEREAS, Subdivider, has acquired and is sole owner of the Property and desires to develop and operate it in a unified, compatible manner as a mixed use development. Specifically, Subdivider through one or more Related Entities (defined below) desires to develop, construct, own, and operate in a unified, compatible manner Private Improvements on the Property, including without limitation the following:

- a. Own, develop and operate through a Related Entity (defined below) Lot 1 as an 84 unit multifamily complex comprised of three multifamily buildings and a clubhouse,
- b. Own, develop and operate through a Related Entity (defined below) Lot 2 as a multi-phased business campus, and

all as presented to the City Council by or on behalf of the Applicant and Subdivider in connection with the request for approval of the Plat, PUD Plan Amendment and Conditional Use Permit and as finally approved;

WHEREAS, Subdivider has agreed to meet all applicable conditions and requirements of the City's platting, development and zoning laws, regulations and requirements, including without limitation those that are set forth in the City's Zoning Ordinance, Subdivision Regulations, PUD Plan, Conditional Use Permits, Building Code and this Agreement;

WHEREAS, Subdivider has requested the City approve the Plat and approve the rezoning of Lots 1 to R-3, High Density Residential PUD, with the Gateway Corridor Overlay (GWC), and Lots 2 I-1 PUD, with the Gateway Corridor Overlay (GWC).

WHEREAS, in order to develop Lots 1-2 in the way it wishes, Subdivider must grade, create, construct and maintain certain topographic and surface conditions and provide for surface water detention within the Subdivision in accordance with applicable requirements;

WHEREAS, Subdivider has requested that the City approve the Plat and approve the connection of the Subdivision to existing sanitary sewer and storm drainage systems;

WHEREAS, Subdivider will build all public improvements and private improvements as described in this Agreement;

WHEREAS, Subdivider requested approval of the Plat, subject to the following provisions of the City of La Vista Zoning Ordinance: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.13 (pertaining to I-1 Light Industrial District) Section 5.15 (pertaining to PUD), Section 5.17.06 (Gateway Corridor Overlay District), and Article 6 (pertaining to Conditional Use Permits), and has agreed to meet all conditions of development and other requirements of said zoning set forth in this Agreement; and

WHEREAS, the Parties wish to agree upon various matters pertaining to the construction of the private improvements and public improvements within or serving the Subdivision as provided by this Agreement, and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, Subdivision, their inhabitants and the public as set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

- A. "Agreement" shall mean this document entitled "Subdivision Agreement" and all Exhibits hereto.
- B. "Conditional Use Permits" shall refer to those certain conditional use permits for multi-family residential housing facilities on Lot 1, an initial draft of which is attached hereto as Exhibit "B," in form and content as finally approved by the City Council and executed by the parties.
- C. The "construction cost" of an improvement shall mean the amount paid to the contractor, utility or entity installing the improvement or performing the work, together with all other direct labor and material costs incorporated into the construction of the improvement, and net of refunds, reimbursements and offsets thereto.
- D. The "cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and other costs of achieving completion, acceptance and financing of the project or work and miscellaneous costs.
- E. "Detention Basin" or "Storm Water Detention Basin" shall mean a permanent structure to serve as temporary water holding basin, whether above or below ground, to be constructed in accordance with and at the locations shown in the Post Construction Storm Water Management Plan attached as Exhibit "E," or such alternative or substitute locations and accompanying plans and specifications as the City may approve in advance in writing.

F. "Improvements" or "Infrastructure" shall mean, to the extent located within the Subdivision or required herein for or in connection with development of the Subdivision, any and all facilities constructed, installed, or otherwise implemented on or in the vicinity of the Property, including without limitation, Subdivision entrances, facilities for the purpose of providing access or services of any type or description to or from the Subdivision or serving facilities or properties within or serving the Subdivision, ingress and egress to and from the Subdivision, construction of paving, enhancements or reconstruction of existing paving, installation or construction of traffic signalization or other street improvements, and construction of storm sewers, sanitary sewers, outfall sewers, and access thereto, drainage and drainage retention, culverting, street lighting, and any other infrastructure or improvements, together with utility systems and easements for or otherwise in connection with any improvements or the maintenance, replacement or repair thereof where required.

G. "Land Utilization and Preparation Costs" shall include, but not be limited to, all costs pertaining to, or arising out of, determination of feasibility, acquisition, reclamation, preparation, enhancement and/or utilization of land within the Subdivision, and all engineering, legal, financing and contracted or other services related thereto or to the following:

- (1) Soil and water tests, topographic surveys, geotechnical investigation and environmental studies and drainage studies, water drainage ways and surface water retention and/or detention basins or facilities, surveying, staking and testing;
- (2) Platting (preliminary and final), and including replatting;
- (3) Excavation, filling, compaction, stabilization and testing thereof;
- (4) Grading;
- (5) Erosion and silt control, including installation and removal thereof;
- (6) Environmental studies and permits required by Corps of Engineers or other governmental agencies having jurisdiction in the matter and costs of compliance with the terms of such permits and requirements thereof;
- (7) Buffer zones and areas to be landscaped or beautified, including trees and other plantings therein or therefor;
- (8) Traffic and other required studies;
- (9) Such other costs incurred to utilize and/or prepare land located within the Subdivision to a City approved final grade, elevation, drainage control and soil condition ready for installation or construction of the Private Improvements and the Public Improvements authorized or required by this Agreement or to improve, enhance or beautify land.

H. "Plat" or "Final Plat," or "Replat," unless a contrary intent is indicated, shall mean the plat attached as Exhibit "A," as finally approved by the City Council.

I. "PUD Plan" shall mean the Planned Unit Development Plan for the Subdivision, including, but not limited to, the Planned Unit Development Site Plan and Landscaping Plan attached as Exhibits "C" and "D," as finally approved by the City.

J. "Related Entity" shall mean all entities that Subdivider uses to develop, construct, own, and operate facilities, improvements, and parts of the Property as described in this Agreement, and with respect to which Subdivider shall have an ownership interest and be a manager.

- K. "Subdivider's Engineer" shall mean Lamp Rynearson, which shall be the principal contact entity with the City in engineering matters.
- L. "Subdivision" shall mean the Property consisting of approximately 30.065 acres of land described in Exhibit "A" hereto.
- M. "Subdivider" shall mean Streck, Inc. a Nebraska limited liability company.
- O. "Private Improvements" shall mean all improvements described in this Agreement or otherwise constructed on the Property, other than Public Improvements.

2 Construction/Installation of Improvements Authorized.

The Subdivider, in addition to any other improvements specified by this Agreement, shall construct or install, or cause to be constructed or installed, the following improvements upon or in the vicinity of the Property, including without limitation necessary water, sanitary sewer, and surface water drainage to or from existing or planned facilities, and no funds, assets or other resources or credit of the District or the City shall be expended, loaned, applied or otherwise used by or for the benefit of the Subdivision, Subdivider or any Improvements, or any fee, cost or expense described or related to any matter described in this Agreement, except as expressly authorized in advance by the City in writing:

A Storm Water Detention.

- (1) A drainage study for the Subdivision based on development of Lots 1-2 has been completed the results of which include projections regarding storm water drainage from the Subdivision after it is developed, including construction of storm water detention facilities within the Subdivision ("Projected Post-Development Drainage"). Subdivider certifies that, to the best of its knowledge, the Drainage Study is current, accurate and complete and that actual drainage from the Subdivision during and after development of the Subdivision will not exceed Projected Post-Development Drainage; provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Subdivider, at its cost, agrees to construct no later than the date(s) specified in or determined in accordance with Subsection 13(A)(l) the storm water detention basins and associated storm sewer piping and related improvements in accordance with the Post Construction Storm Water Management Plan and Utility Plan, attached hereto as Exhibits "E" and "F". Subdivider, subject to any applicable permit, agreement or other requirement, shall connect to the existing storm sewer system. Storm water detention facilities and improvements are a Land Utilization and Preparation Cost within the meaning of Section 1 hereof and shall be constructed at Subdivider's expense. If actual drainage from the Subdivision during or after development exceeds Projected Post-Development Drainage, Subdivider, at its cost, shall take such additional actions within the Subdivision as are necessary or appropriate to reduce actual drainage from the Subdivision to the Projected Post- Development Drainage levels, to the satisfaction of the City Engineer. Provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider

and materially increase the amount of storm water drainage flowing into the Subdivision. Prior to issuance of any building permit, Subdivider shall adopt a Post Construction Storm Water Management Plan governing perpetual operation, maintenance and repair of storm water detention basins and facilities in the Subdivision specified in the Post Construction Storm Water Management Plan attached as Exhibit "E" and the Utility Plan attached as Exhibit "F", subject to such modifications as required by the City Administrator in consultation with the City Engineer. Subdivider at its cost shall maintain and repair all storm water detention facilities and appurtenances constructed by Subdivider within the Subdivision, which shall be Private Improvements.

(2) All work and improvements required of Subdivider in this Subsection 2E, and related designs, contracts, plans and documents, shall be subject to prior review and approval of the City Engineer.

(3) Watershed Management Fees: The Subdivider or any successors in interest of Subdivider to any Lots shall make payment to City for Watershed Fees. This fee for each Lot (example shown below this paragraph) 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 a particular Lot and before the commencement of construction of any such improvements on such Lot. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. A portion of Lot 2 fees were previously paid during the initial phase of Building No. 1.

Lot 1 – 3.03AC @ \$4,197	\$12,716.91
Lot 2 – 6.05 AC @ \$4,963/AC	\$30,026.15 (previously paid)_
Lot 2 – 20.98 AC @ \$5,087/AC	\$106,725.26
TOTAL	\$149,468.32

The aforesated fee of \$4,197 per acre of High-Density Multi-Family Residential and \$5,087 per acre of Commercial is the rate now in effect and is subject to increase.

F. Private Storm Sewer. The Subdivider at its cost shall cause the private portion of the storm sewer system (shown in the Utility Plan attached as Exhibit "F") to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in private drives or routes in the Subdivision, and those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Post Construction Storm Water Management Plan attached as Exhibit "E", all of which shall be Private Improvements.

G. Sanitary Sewer. The Subdivider at its cost shall install all sanitary sewers in accordance with the Utility Plan attached hereto as Exhibit "F"; and which sanitary sewers shall be Private Improvements. The Subdivider shall enter into a Sewer Connection Agreement with the City in form and content attached hereto as Exhibit "I," subject to the final approval of City Engineer.

The exact design, location and dimensions of and detailed plans and specifications for each of the above described Public Improvements or Private Improvements, are subject to prior

approval by the City in advance of award of contract for construction or acquisition. Not in limitation of the foregoing sentence, any preliminary plans referenced in this Agreement shall be subject to additions, subtractions, modifications, and final approval to the satisfaction of the City Engineer.

3. Allocation of Cost of Improvements

Subdivider and City agree that the cost of all improvements constructed by the Subdivider within or serving the Subdivision as authorized by Section 2, supra, or elsewhere or as otherwise described in this Agreement shall be paid by Subdivider, including without limitation the following:

- (1) Storm Sewer. One hundred percent (100%) of the cost of all storm sewers constructed within or serving the Subdivision, including manholes, inlets and other appurtenances, as shown in the Utility Plan attached as Exhibit "F," shall be paid solely by Subdivider.
- (2) Sanitary Sewer. One hundred percent (100%) of the cost of all sanitary sewers constructed by Subdivider, within or serving the Subdivision, including manholes and other appurtenances, as shown in the Utility Plan attached as Exhibit "F", shall be paid solely by Subdivider.
- (3) Water and Electrical. All costs of causing the installation of water and electrical distribution systems and the operation, maintenance and upkeep thereof within the Subdivision, including any contract charges, shall be paid by Subdivider or the utility provider.
- (4) Other Improvements. All costs of all other work or improvements, including, but not limited to, grading, landscaping, wetlands mitigation, and extension, distribution or location of gas or other utilities, telephone or other communications or services to, on, in, over, under, within or with respect to the Subdivision, and the installation, construction, acquisition, operating or maintenance costs thereof, as applicable, shall be paid by Subdivider, and no part thereof shall be the responsibility or at the expense of the City or District.

4. General Agreements of Subdivider

Subdivider, with respect to work and Improvements described in this Agreement, agrees that:

- A. Compliance with City Construction Requirements. Subdivider, in addition to any other requirements of applicable law or regulations, will abide by and incorporate into all contracts for Public Improvements to be constructed by Subdivider under this Agreement, the provisions required by the regulations and standards of the City or Sarpy County pertaining to construction of such Public Improvements in Subdivisions or within street right-of-way, and testing procedures therefore; provided, however, if there is any conflict or ambiguity between or among any such regulations or standards, the higher standard or quality shall control. All plans, specifications and contracts for such proposed improvements and proposed maintenance agreements for said Public Improvements shall be submitted to the City for review and approval prior to commencement of the work.

B. Preconstruction Requirements. Prior to recording of the Plat, Subdivider will (i) in addition to any bonds required by any other provision of this Agreement, present to the City Administrator for the benefit of the City binding bonds or letters of credit in an amount of 110% of the total estimated costs of the Public Improvements to be constructed by Subdivider under this Agreement (110% of total cost of Public Improvements, estimated to be \$64,775), in form and content satisfactory to the City Administrator, or (ii) complete said improvements and provide as-constructed records, certificates of completion and other required documentation, to the satisfaction of the City Engineer. If the Subdivider provides bonds pursuant to subsection (i) of the foregoing sentence, the City, upon Subdivider completing the Public Improvements, shall promptly release such bonds to the Subdivider at such time as the Subdivider's Engineer provides as-constructed records, certificates of completion of said work and improvements and other required documentation, to the satisfaction of the City Engineer.

C Administration. As regards to this Agreement and its implementation:

- (1) No separate administrative entity or joint venture, among the Parties, is deemed created by virtue of this Agreement.
- (2) The administration of this Agreement shall be through the offices of the undersigned officers, or their designees, for their respective entities.

D Remedies. In addition to whatever rights of enforcement of the terms hereof are herein granted to any Party, each Party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the Parties expressly reserves the right to specifically enforce full compliance of the terms and conditions of this Agreement by mandatory or prohibitory injunction.

E Covenants, Etc. All covenants and agreements of Subdivider set forth in this Agreement shall constitute covenants running with the land and shall be binding on Subdivider and all successors and assigns of Subdivider. The City shall have the right, but not the obligation, to enforce any and all such covenants.

F. In the event the Subdivider records the Plat and, before commencing any improvements within or for the benefit of the Subdivision, Subdivider decides not to develop the Subdivision, the City and Subdivider shall take all actions necessary to vacate the Plat, and the PUD Plan, Agreement and Conditional Use Permit shall be null and void, and any letters of credit provided by Subdivider pursuant to this Agreement shall be promptly released by the City and returned to Subdivider upon vacation of the Plat.

G. Non-Discrimination. In the performance of this contract, neither the Subdivider nor the City shall discriminate against any parties or persons on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.

H. The Subdivider agrees to use all reasonable good faith efforts to complete any and all improvements and/or work required of it hereunder in a timely and orderly manner.

5. Construction Standards and Procedures

Subdivider, in addition to and not in limitation of any other provisions of this Agreement or applicable law or regulations, further agrees that:

- A. City Approvals. All Public Improvements will be constructed in strict accordance with contracts, plans and specifications and locations approved in advance in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefore, and directions of City Engineer, and that upon completion of construction thereof, Subdivider shall furnish to City a certificate from its consulting engineer so certifying. All Private Improvements will be built in accordance with this Agreement and applicable requirements of the City building code or other applicable laws or regulations.
- B. Testing. Subdivider shall cause appropriate testing of materials and work finished in respect to the construction of Public Improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by Subdivider to the party performing the testing procedures, which additional testing costs shall also be a cost of the Public Improvement. Neither the Subdivider nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the Subdivider and its engineers.
- C. Construction Record Drawings. Subdivider shall cause "Construction Record Drawings", in reproducible form, and specifications for all Public Improvements that Subdivider shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible mylar, except where the City agrees otherwise. The engineering costs attributable to the production of said "Construction Record Drawings" shall be an engineering fee within the meaning of Subsection 1-E, supra. Subdivider shall, prior to the Subdivider's solicitation of bids for any Public Improvement within the area to be developed, require Subdivider's Engineers to file with the City said Engineers' separate written assurance and agreement that said "Construction Record Drawings" will be prepared and filed with the City upon the completion of each Public Improvement.
- D. Compliance with Law. All Public Improvements shall comply with all applicable federal and state and County laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance; provided, however, if there is any conflict or ambiguity between or among any such laws and regulations, the higher standard or quality shall control.
- E. Compliance with City Engineer Determinations. In the event that City's Engineers determine that there is anything in the construction, use, maintenance or operation of any Public Improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same right-of-way or easement, Subdivider will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action acceptable to the City Engineer and Subdivider which shall be implemented by Subdivider at Subdivider's cost.
- F. Bonds. Subdivider, in addition to any bonds or letters of credit required by any other provision of this Agreement, shall require each contractor performing work on

Public Improvements on behalf of the Subdivider to furnish a performance and maintenance bond, and to warrant the work against any defects for a minimum of two years after completion, with Subdivider and City as joint and several obliges thereon, which bond and warranty shall be subject to the City approval as to surety, form and terms.

G. Easements. Any easements required from Subdivider for Public Improvements hereunder by the City or its designee shall be provided at no cost to the City or its designee.

6. Sidewalks. Subdivider, at its sole cost and at no cost to the City, shall install or cause to be installed sidewalks along the south side of Emilne Street adjacent to proposed Lots 1 and 2, the east side of 118th Street adjacent to proposed Lot2, an, as displayed in the PUD Site Plan (Exhibit "C"), by the time Subdivider has completed Lot 1 or at such earlier time as they are warranted as determined in the sole discretion of the City Engineer. Such sidewalks shall be constructed at Subdivider's expense. All sidewalks, whenever installed, shall be constructed in accordance with the City sidewalk regulations and policies as they may from time to time exist, and shall be maintained at Subdivider's expense.

7. Parking. The Subdivider will provide cross access parking easements between Lots 1 and 2 of this subdivision.

8. Maintenance of Improvements. In addition to any other maintenance required of Subdivider pursuant to this Agreement or applicable laws or regulations, Subdivider shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if required of Subdivider herein or by applicable agreements, laws, rules or regulations, all Private Improvements Subdivider constructs or makes or causes to be constructed or made with respect to development of the Subdivision, including, but not limited to landscaping. Not in limitation of any of the foregoing, all landscaping within the Subdivision shall be warranted by the landscape contractor for at least two growing seasons, and any replacement, repair or reconstruction shall be of equal or better maturity, type, quality and quantity, regardless whether or not the replacement, repair or reconstruction occurs within or after an applicable warranty period.

9. Sewer Connections. Before any connection from any premises to the sanitary sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

10. Tract Sewer Connection Fees. Subdivider 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 "I" 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 pertaining to each lot. A portion of Lot 2 fees were previously paid during construction of Building No. 1:

Lot 1, R-3 - High Density Residential	84 UNITS @ \$1,064 \$/UNIT	\$89,376.00
Lot 2 – I-1, Light Industrial (previously paid)	6.05 Ac @ \$7,407/ACRE	\$44,812.35
Lot 2, I-1 – Light Industrial	20.98AC@ \$ 7,407/ACRE	\$155,398.86
	TOTAL	\$289,587.21

The aforesated fees, based on rates in effect at the time this Agreement was approved by the City Council, are subject to increase. The rates in effect at time of connection to the sanitary sewer system will be the rates paid.

11. City Right of Disconnection. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any sewer user within the area to be developed which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statute, rule, or regulation.

12. Compliance with City Regulations, Etc. The Subdivider, without limiting any other provision of this Agreement, expressly agrees that it is and shall be:

- A. Bound by and to any provisions of any ordinances, rules and regulations as existing or hereafter made and adopted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and
- B. Bound by any terms and provisions which by ordinance, resolution, or rule exists or which the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City or sewer within its zoning or health jurisdiction.
- C. Bound by all terms and provisions of the Sewer Connection Agreement which is attached hereto as Exhibit "I," subject to any additions, subtractions, modifications, and final approval of the City Engineer, and shall be executed in conjunction with this Agreement.

13. Additional Special Covenants and Agreements. Subdivider further covenants and agrees as follows:

- A. Storm Water Detention. In regards to storm water detention facilities:
 - (I) Subdivider's construction of storm water detention basins and facilities within the Subdivision shall be in accordance with the Post Construction Storm Water Management Plan attached as Exhibit "E", and the Utility Plan attached as Exhibit "F". Construction of storm water detention basins and facilities within

Lots 1-2 shall be staged in accordance with the staged construction of buildings by Subdivider and shall be completed as necessary to handle the storm water associated with the developed portions of Lots 1-2 which staging and schedule for construction and completion of storm water detention basins and facilities shall be subject to approval of the City Engineer before any building permit is issued for any building within the Subdivision.

- (2) Any change of a location of a detention basin from that shown in the Post Construction Storm Water Management Plan attached as Exhibit "E" shall require approval of the City Engineer, as will any relocation of the basin from its City approved location.
- (3) The detention basins shall be on private property. Subdivider at its cost shall be responsible for construction and continuous and permanent maintenance and repair of all detention basins and facilities located within the Subdivision.
- (4) The City shall have an easement for access to all detention basins, as may be relocated or redesigned from time to time in accordance with this Subsection, for inspection and any follow up, in the City's sole discretion, as is set forth in the Post Construction Storm Water Management Plan Maintenance Agreement and Easement attached as Exhibit "H", which Subdivider shall record with the Sarpy County Register of Deeds.
- (5) If a relocation or design modification of detention facilities is necessary or desirable, the Parties will make a good faith effort to cooperate in making such amendments to the Post Construction Storm Water Management Plan Maintenance Agreement and Easement as are needed to accommodate such relocation or design modification, which modification and amendments shall be in form and content satisfactory to the City Engineer.

B. All Public Improvements within the Plat or otherwise required under this Agreement shall be constructed to City approved specifications. The City shall have access to, over and otherwise with respect to all private roadways and private driveways and other improvements for public safety or the exercise of other governmental purposes, including, but not limited to, police, fire and rescue, and for the exercise of the rights granted or reserved to City under this Agreement.

C. Subdivider on a permanent and continuous basis shall provide for proper and continuous maintenance and upkeep within the Subdivision in accordance with ordinances, codes, rules and regulations from time to time adopted or amended by the City and setting forth requirements applicable to maintenance and upkeep of real property and related improvements, including, but not limited to, requirements applicable to multifamily housing, residential rental properties and landscaping. When replacement of landscaping is required, the replacement shall be of the same or better quality, maturity, type and quantity as the plants or materials originally required.

D. If Subdivider fails to timely and fully perform any responsibility set forth in Subsection D of this Section within thirty (30) days after written notice from the City of such failure or such later time period as set forth in the next sentence, the City, at its option, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider or against Lots 1-2 of the Subdivision as a lien. If it is not possible for Subdivider to perform such responsibility within such thirty (30) day period, such period of time shall be extended

by the number of days reasonably necessary to perform such responsibility, provided that Subdivider commences curative actions within the time required by this subsection E and diligently pursues and completes the same as soon as reasonably possible, and provided further that allowing additional time does not present or increase risk of harm to persons or property.

- E. Subdivider, before any voluntary or involuntary sale, transfer or conveyance resulting in separate ownership or control of any two or more parts of the Property or improvements thereon, shall record with the Sarpy County Register of Deeds a declaration of covenants running with all Property within the Subdivision in form and content satisfactory to the City Engineer, which document shall provide for access, use, maintenance, upkeep, replacement and repair of services, equipment, facilities or improvements serving or shared by more than one Lot of the Property, including without limitation, services, equipment, facilities or improvements relating to sewers, gas, water, electric, telecommunications, cable or other utilities, roads, parking or recreation.
- F. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision.
- G. Any City approval or any notice required under this Agreement must be in writing to be effective.
- H. If any provision of this Agreement is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Agreement shall be enforced. This Agreement shall be governed and construed in accordance with Nebraska law and the Parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder, and agree not to challenge said jurisdiction or venue.
- I. City Engineer Review. All preliminary plans described in this Agreement shall be finalized and subject to review and final approval of the City Engineer prior to building permit approval, grading permit approval, storm water management permit approval, or authorization to construct Public Improvements, as applicable.
- J. Covenants Running With the Land. The Final Plat 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 by Subdivider before any voluntary or involuntary sale or conveyance of the Property or any part thereof or interest therein by Subdivider, and shall be binding, jointly and severally, upon the Subdivider and all of Subdivider's successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against the Property or any part thereof. 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 Subdivider. 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 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. It is expressly agreed, however, that City shall not release the Final Plat or this Agreement for recording until City is satisfied that Subdivider has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions for the actual construction of Private Improvements. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within

twelve (12) months after the date of this Subdivision Agreement, Subdivider 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 Subsection.

14. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the Final Plat for recording.

15. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the Final Plat. Roads and driveways identified in Exhibit "C" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (8") P.C. concrete paving. The City shall have access to and over such roadways and driveways 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.

16. Easements. All proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibit "A," 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. 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 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 Subdivider immediately after said approval is provided.

17. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of the Property 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.

18. Ownership Representation. The Manager of Subdivider, by signing below and the Final Plat, does warrant and represent that such Manager is executing this Agreement and the Final Plat as an authorized person, and that Subdivider is and shall continue to be the sole owner of 100% of the Property at date of recording this Agreement and the Final Plat.

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 illegal or unenforceable part 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. Headings. Headings are used in this Agreement solely for organizational purposes and shall not have any substantive meaning or be used to interpret any terms or conditions or this Agreement.

22. Recitals/Exhibits Summary. The recitals set forth on pages 1 and 2 above are incorporated herein by reference and made a part of this Agreement. Except as otherwise noted, the following attached Exhibits were prepared by Lamp Rynearson engineers for Subdivider. The Exhibits (Exhibits "A" thru "H" as identified below) are attached hereto and made a part of this Agreement, and said Exhibits are incorporated herein by this reference, together with any other documents or instruments referenced in this Agreement:

Exhibit "A"	Final Plat
Exhibit "B"	Conditional Use Permit Operating Statement
Exhibit "C"	Planned Unit Development ("PUD") Site Plan
Exhibit "D"	PUD Landscaping Plan
Exhibit "E"	Post Construction Storm Water Management Plan
Exhibit "F"	Utility Plan
Exhibit "G"	Grading Plan
Exhibit "H"	Post Construction Storm Water Management Plan Maintenance Agreement and Easement
Exhibit "I"	Sewer Connection Agreement

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

Owner:

Streck, Inc. a Nebraska limited liability company

By:

Date:

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF) }

On this _____ day of _____, 20____, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be - _____ of Streck Inc., a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

Notary Public

ATTEST:

CITY OF LA VISTA

Pamela Buethe, City Clerk

Douglas Kindig, Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____ 20_____, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

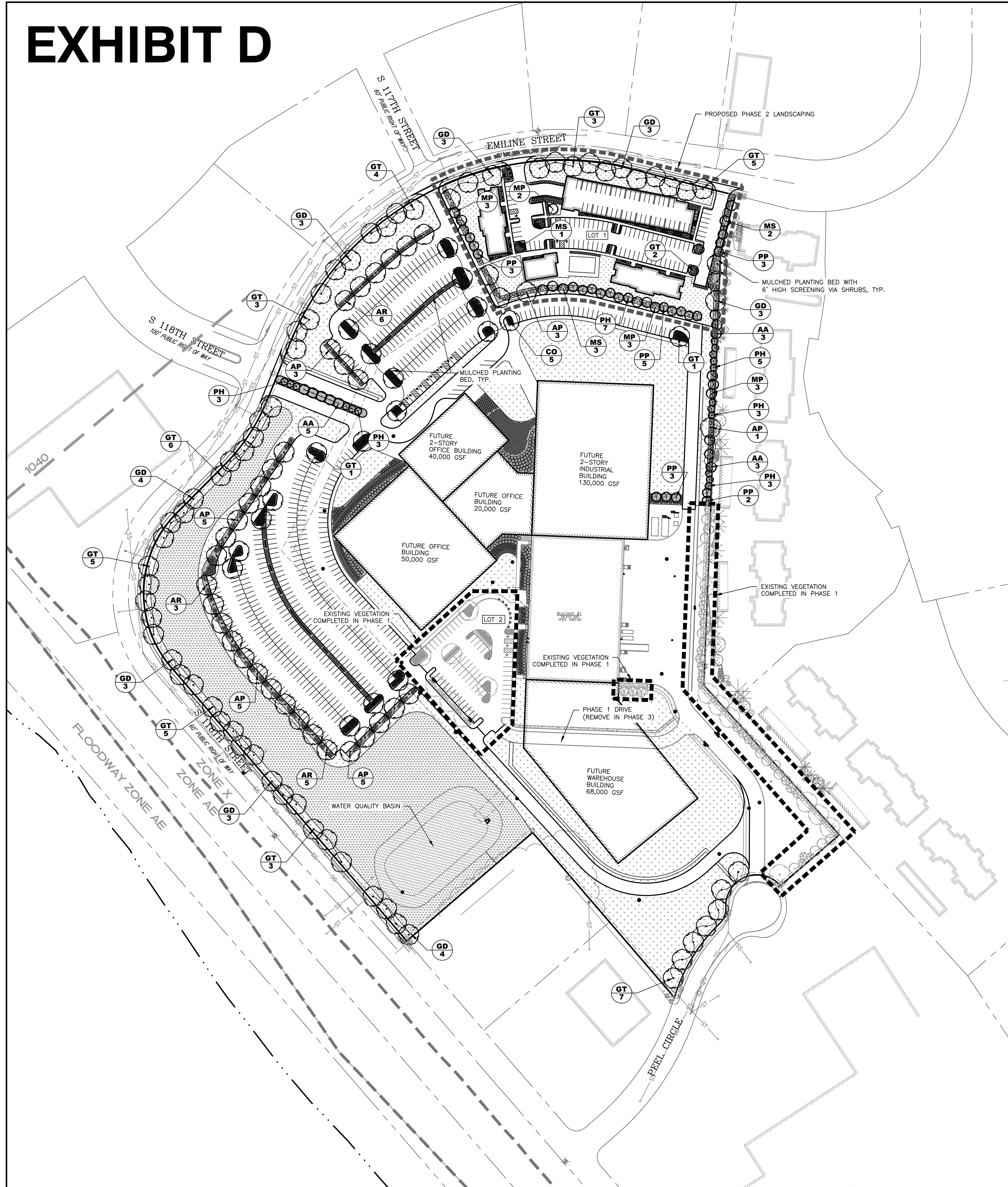
Notary Public

EXHIBIT B

Streck Housing Lot 1 Replat 7 Conditional Use Permit Operating Statement

The Streck Housing Project is an employer-assisted, workforce housing project targeted to Streck employees that work at the neighboring Streck campus. The multifamily residential project will provide a unique opportunity for Streck employees to live within walking distance of their workplace. This arrangement will improve affordability of housing for the employees of Streck, while providing a convenient living option. There is also the potential for Streck to partner with other local businesses to provide workforce housing to non-Streck employees. The project will include approximately 84 residential units spread across three buildings, with amenities for residents and their guests, including an on-site clubhouse and pool. Additionally, the project includes approximately 38 enclosed garage stalls and approximately 79 surface parking stalls.

EXHIBIT D

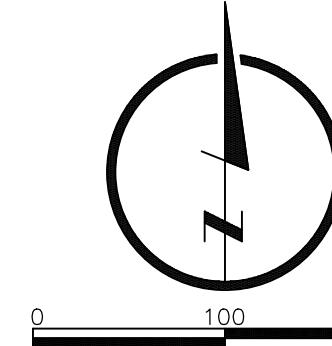


PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH					
DECIDUOUS TREES											
AR	ACER RUBRUM 'MAGNIFICENT MAGENTA'	BURGUNDY BELLE RED MAPLE	2.5" CAL.	30-50	20-30						
GT	GLEDTISIA TRIACANTHOS VAR. INERMIS 'HALKA'	HALKA HONEYLOCUST	2.5" CAL.	30-50	20-30						
CO	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	PRairie PRIDE HACKBERRY	2.5" CAL.	30-50	20-30						
QV	QUERCUS VIRGINIANA	HERITAGE OAK	2.5" CAL.	30-50	20-30						
AP	ACER PLATANOIDES	NORWAY MAPLE	2.5" CAL.	30-50	20-30						
GD	GYMNOCLADUS DIOICUS ESPRESSO	KENTUCKY COFFEE	2.5" CAL.	30-50	20-30						
AA	AMELANCHIER ARBOREA 'CLUMP FORM'	DOWNTOWN SERVICEBERRY	2.5" CAL.	15-25	15-25						
MP	MALUS PRAIRIFIRE	PRairie FIRE CRABAPPLE	2.5" CAL.	15-25	15-25						
MS	MALUS SNOWDRIFT	SNOW DRIFT CRABAPPLE	2.5" CAL.	15-25	15-25						
CONIFEROUS TREES											
PH	PINUS HELDREICHII	BOSNIAN PINE	6' HIGH	30-40	20-30						
PP	PICEA PUNGENS	COLORADO BLUE SPRUCE	6' HIGH	30-40	20-30						
SHRUBS, GROUND COVERS, PERENNIALS, AND ORNAMENTAL GRASSES											
MULCHED PLANTING AREAS WITH DRIP IRRIGATION	RA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL.	4-6	3-5					
	SA	SPIREA ALBIFLORA	JAPANESE WHITE SPIREA	5 FAL.	3-5	3-5					
	EA	EUONYMUS ALATUS	BURNING BUSH	5 GAL.	4-6	4-6					
	JS	JUNIPERUS SABINA 'TAMARISCIFOLIA'	GREEN TAM JUNIPER	5 GAL.	2-4	2-4					
	JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	5 GAL.	2-4	2-4					
	HPM	HEMEROCALLIS 'PARDON ME'	PARDON ME DAYLILY	1 GAL.	1-2	1-2					
	HHR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL.	1-2	1-2					
	NMH	NARCISSUS SP. 'MOUNT HOOD'	MOUNT HOOD DAFFODIL	1 GAL.	1-2	1-2					
	SMN	SALVIA NEMOROSA 'MAY NIGHT'	MAY NIGHT SALVIA	1 GAL.	1-2	1-2					
	SURFACE RESTORATION SCHEDULE										
		NON-IRRIGATED NATIVE GRASSES: AREA TO BE CONSTRUCTED WITH LOW GROW GRASS MIX BY UNITED SEEDS INC. (WWW.UNITEDSEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: SIDEGRASS, GRAMA, BLUE GRAMA, HARD FINE FESCUE, SHEEP FINE FESCUE, BLUE FINE FESCUE, AND LITTLE BLUESTEM. INSTALL PER SUPPLIER'S SPECIFICATIONS. COORDINATE SEEDING TIME, SEEDING RATE, AND INSTALLATION METHOD WITH SUPPLIER. CONSTRUCT EROSION CONTROL MATTING ON ALL AREAS RECEIVING SEED BY MEANS OF NORTH AMERICAN GREEN ERONET S150 EROSION CONTROL BLANKET OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS. ALL AREAS RECEIVING SEED SHALL HAVE SOILS SCARIFIED TO A MINIMUM DEPTH OF 12".									
		IRRIGATED LAWN AREA - BLUEGRASS OR TURF TYPE TALL FESCUE									
		WATER QUALITY BASIN: NON-IRRIGATED AREA TO BE CONSTRUCTED WITH SEEDING/MATTING ON SIDE SLOPES AND PLUGS AT BOTTOM OF BASIN. SEED MIX SHALL BE FLOOD PLAIN MIXTURE BY UNITED SEEDS INC. (WWW.UNITEDSEEDS.COM) OR APPROVED EQUAL. MIX TO INCLUDE: BIG BLUESTEM, OATS, FOX SEDGE, CANADA WILDFIRE, VIRGINIA WILDFIRE, SWITCHGRASS, WESTERN WHEATGRASS, PRAIRIE CORDGRASS. PLUGS SHALL BE EQUAL MIX OF BROWN FOX SEDGE, COMMON OAK SEDGE, PALM SEDGE, AND RIVERBANK SEDGE. INSTALL ALL SEEDS, MATTING, AND SEDGES PER MANUFACTURER'S SPECIFICATIONS.									
LANDSCAPE REQUIREMENTS											
LOT 1 STREET FRONTOGE (SECTION 07.17.03.02) - EMILINE STREET EMILINE STREET FRONTOGE 591' - ACCESS DRIVES 65' = 526' TREES REQUIRED (1 TREE / 40 LF FRONTOGE) 526' / 40' = 13 TREES TREES PROVIDED = 13 TREES											
SIDE YARD (SECTION 07.17.03.03) - EAST PROPERTY LINE ABUTTING RESIDENTIAL 261 LF x 10' WIDTH MINIMUM 6' HIGH VEGETATIVE SCREENING											
PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06) PARKING STALLS = 79 INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 790 SF INTERIOR LANDSCAPING PROVIDED = 3,767 SF											
PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07) PARKING LOT STREET FRONTOGE = 94 LF TREES REQUIRED (1 TREE / 40 LF STREET FRONTOGE) = 2 TREES TREES PROVIDED = 2											
PARKING AREA SCREENING (SECTION 07.17.04.01) PARKING LOT SCREENING = 94 LF MINIMUM 3' HIGH VEGETATIVE SCREENING											
LOT 2 STREET FRONTOGE (SECTION 07.17.03.02) - EMILINE STREET EMILINE STREET FRONTOGE 991' - ACCESS DRIVES 104' = 887' TREES REQUIRED (1 TREE / 40 LF FRONTOGE) 887' / 40' = 22 TREES TREES PROVIDED = 22 TREES											
STREET FRONTOGE (SECTION 07.17.03.02) - SOUTH 118TH STREET SOUTH 118TH STREET FRONTOGE 865' TREES REQUIRED (1 TREE / 40 LF FRONTOGE) 865' / 40' = 22 TREES TREES PROVIDED = 22 TREES											
STREET FRONTOGE (SECTION 07.17.03.02) - PEEL CIRCLE PEEL CIRCLE STREET FRONTOGE 354' - ACCESS DRIVES 30' = 324' TREES REQUIRED (1 TREE / 40 LF FRONTOGE) 324' / 40' = 8 TREES TREES PROVIDED = 7 TREES (1 TREE INSTALLED WITH PHASE 1 IMPROVEMENTS)											
SIDE YARD (SECTION 07.17.03.03) - EAST PROPERTY LINE ABUTTING RESIDENTIAL 1,084 LF x 10' WIDTH MINIMUM 6' HIGH VEGETATIVE SCREENING (740 LF INSTALLED WITH PHASE 1 IMPROVEMENTS)											
SIDE YARD (SECTION 07.17.03.03) - NORTH PROPERTY LINE ABUTTING RESIDENTIAL LOT 1 442 LF x 10' WIDTH MINIMUM 6' HIGH VEGETATIVE SCREENING (LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)											
SIDE YARD (SECTION 07.17.03.03) - EAST PROPERTY LINE ABUTTING RESIDENTIAL LOT 1 259 LF x 10' WIDTH MINIMUM 6' HIGH VEGETATIVE SCREENING (LANDSCAPING PROPOSED ON LOT 1 BASED ON LOT LINE LOCATION WITHIN PARKING LOT)											
PARKING AREA INTERIOR LANDSCAPING (SECTION 07.17.03.06) PARKING STALLS = 739 INTERIOR LANDSCAPING REQUIRED (10 SF / PARKING STALL) = 7,390 SF INTERIOR LANDSCAPING PROVIDED = 22,012 SF											
PARKING AREA PERIMETER LANDSCAPING (SECTION 07.17.03.07) PARKING LOT STREET FRONTOGE = 1,102 LF TREES REQUIRED (1 TREE / 40 LF STREET FRONTOGE) = 27 TREES TREES PROVIDED = 27											
PARKING AREA SCREENING (SECTION 07.17.04.01) PARKING LOT SCREENING = 1,437 LF MINIMUM 3' HIGH VEGETATIVE SCREENING											
LANDSCAPE NOTES ALL TURF LAWN AREAS AND MULCHED PLANTING BED AREAS TO BE IRRIGATED PER CITY OF LA VISTA ZONING ORDINANCE SECTION 5.17.05.03											
REVISIONS REVISIONS											
DESIGNER / DRAFTER M. SHARP / J. DENNELL DATE											
PROJECT NUMBER 0118087.01 BOOK AND PAGE											
SHEET											
1 OF 1											

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RYNEARSON

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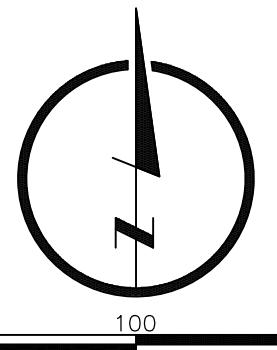
DESIGNER / DRAFTER
M. SHARP / J. DENNELL
DATE

PROJECT NUMBER
0118087.01
BOOK AND PAGE

SHEET

1 OF 1

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA

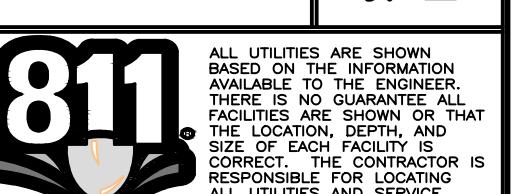


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POST CONSTRUCTION STORM WATER MANAGEMENT PLAN

STRECK, INC. (HARRISON HILLS FACILITY)
LAVISTA, NEBRASKA



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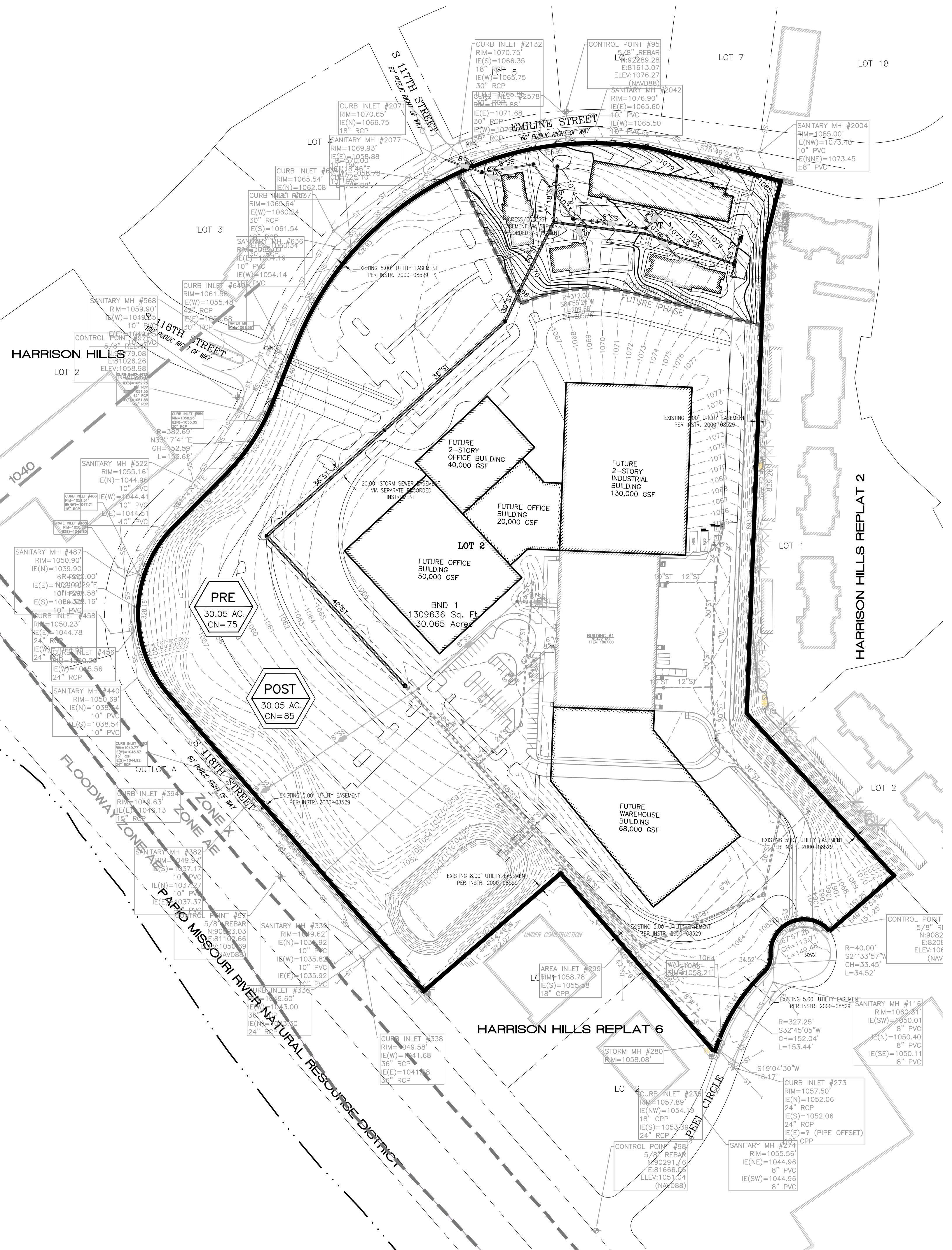
REVISIONS

DESIGNER / DRAFTER
THOMAS GLIDEWELL
DATE

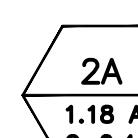
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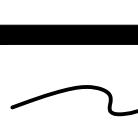
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LEGEND



- DRAINAGE AREA NAME
- DRAINAGE AREA
- RUNOFF COEFFICIENT



DRAINAGE SUB BASIN DELINEATION



PROPOSED CONTOUR



EXISTING CONTOUR



PROPERTY LINE

DESIGN SUMMARY

PRE DEVELOPMENT CURVE NUMBER 75 (SOIL GROUP B GOOD CONDITION ROW CROP STRAIGHT ROW AND CROP RESIDUE COVER)
POST DEVELOPMENT CURVE NUMBER 85 (ASSUMES MAX 65% OF LOT IMPERVIOUS (CN 98) PER ZONING REGULATIONS FOR I-1 LIGHT INDUSTRIAL ZONING, REMAINING AREA FULLY DEVELOPED URBAN GOOD CONDITION SOIL GROUP B (CN 61)).

POUND INFORMATION

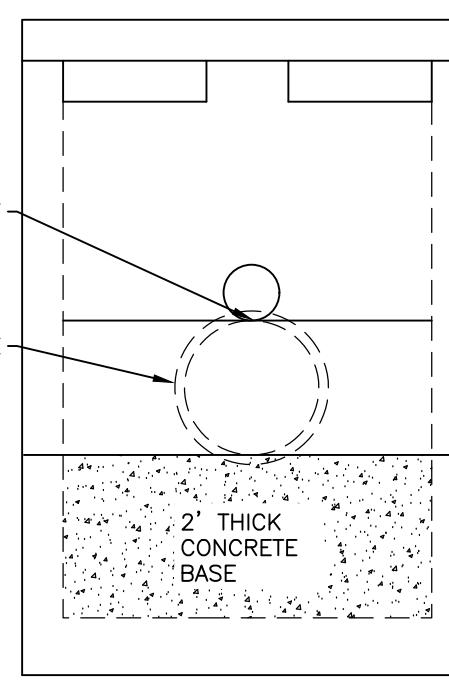
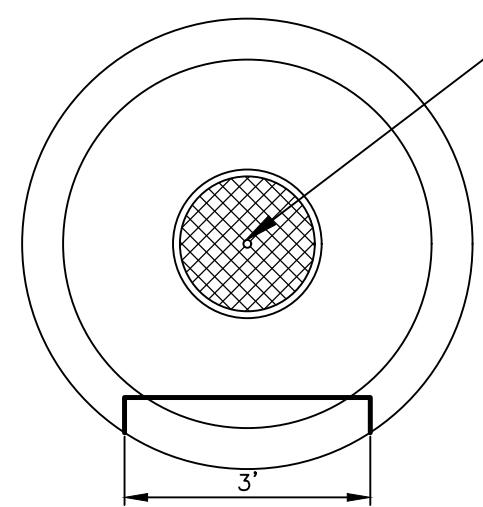
POUND	DRAINAGE AREA
2"	29.05 (LOTS 1 AND 2)
RUNOFF VOLUME (CF)	52,635
DEPTH (FT)	8
FOOTPRINT AREA (SF)	35,611
VOLUME (CF)	200,200
OUTLET STRUCTURE DIAM. (IN)	96
OUTLET PIPE DIAM. (IN)	30

SHOWN SITE LAYOUT IS APPROX. 41% IMPERVIOUS DESIGN ACCOMMODATED 65% IMPERVIOUS FOR ENTIRE AREA

DETENTION BASIN CRITERIA:

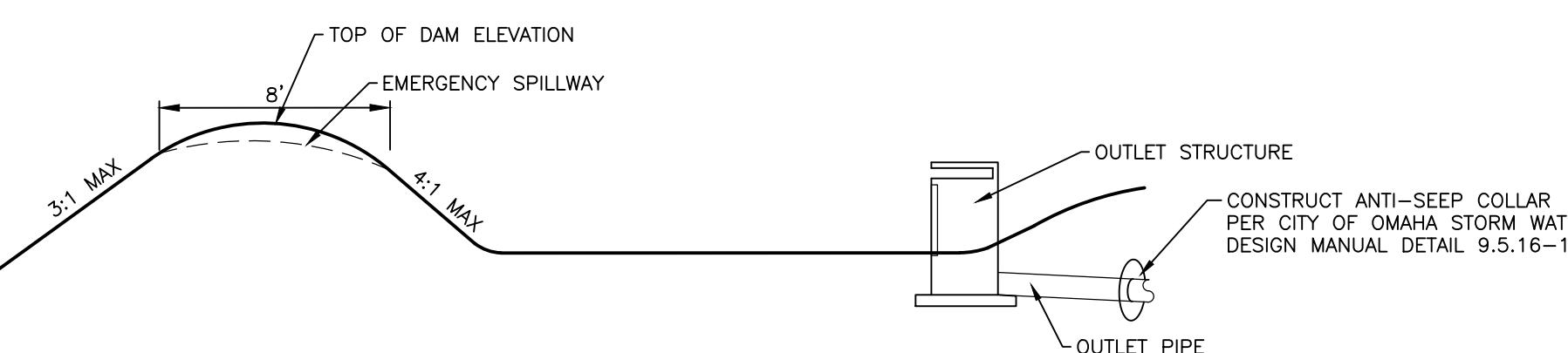
1. CAPTURE FIRST $\frac{1}{2}$ " OF RUNOFF FOR WATER QUALITY.
2. MATCH PRE-DEVELOPMENT FLOW RATES FOR 2-YEAR STORM.
3. MATCH 125% PREDEVELOPED FLOW RATES FOR 10-YEAR STORM.

CONSTRUCT 36" CATCH BASIN
INLET GRATE AND FRAME
INLET GRATE AND FRAME SHALL BE DEETER FOUNDRY 1964 OR APPROVED EQUIVALENT.



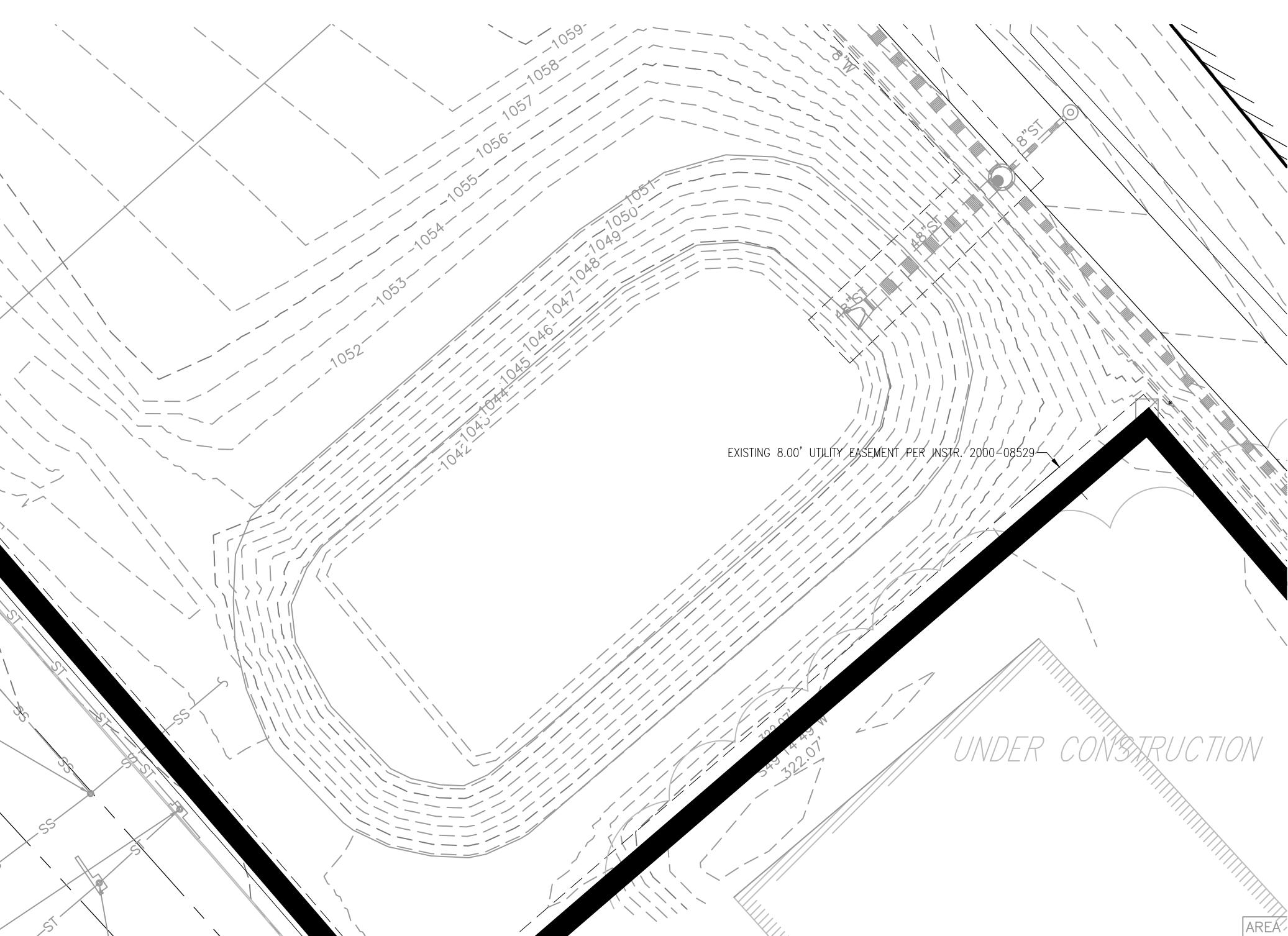
POUND OUTLET STRUCTURE

NO SCALE



TYPICAL DRY DETENTION BASIN

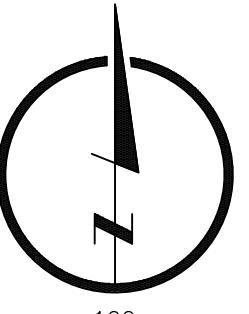
NO SCALE



1. TYPICAL DRY DETENTION BASIN. SEE DETAIL THIS SHEET.
2. TYPICAL BASIN OUTLET STRUCTURE. SEE DETAIL THIS SHEET.
3. EMERGENCY SPILLWAY

POUND SCHEMATIC
1" = 40'

EXHIBIT E



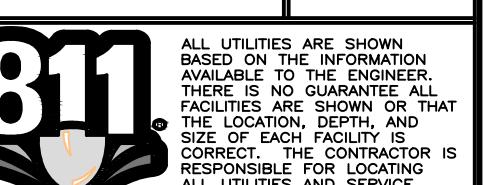
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1 OF 1

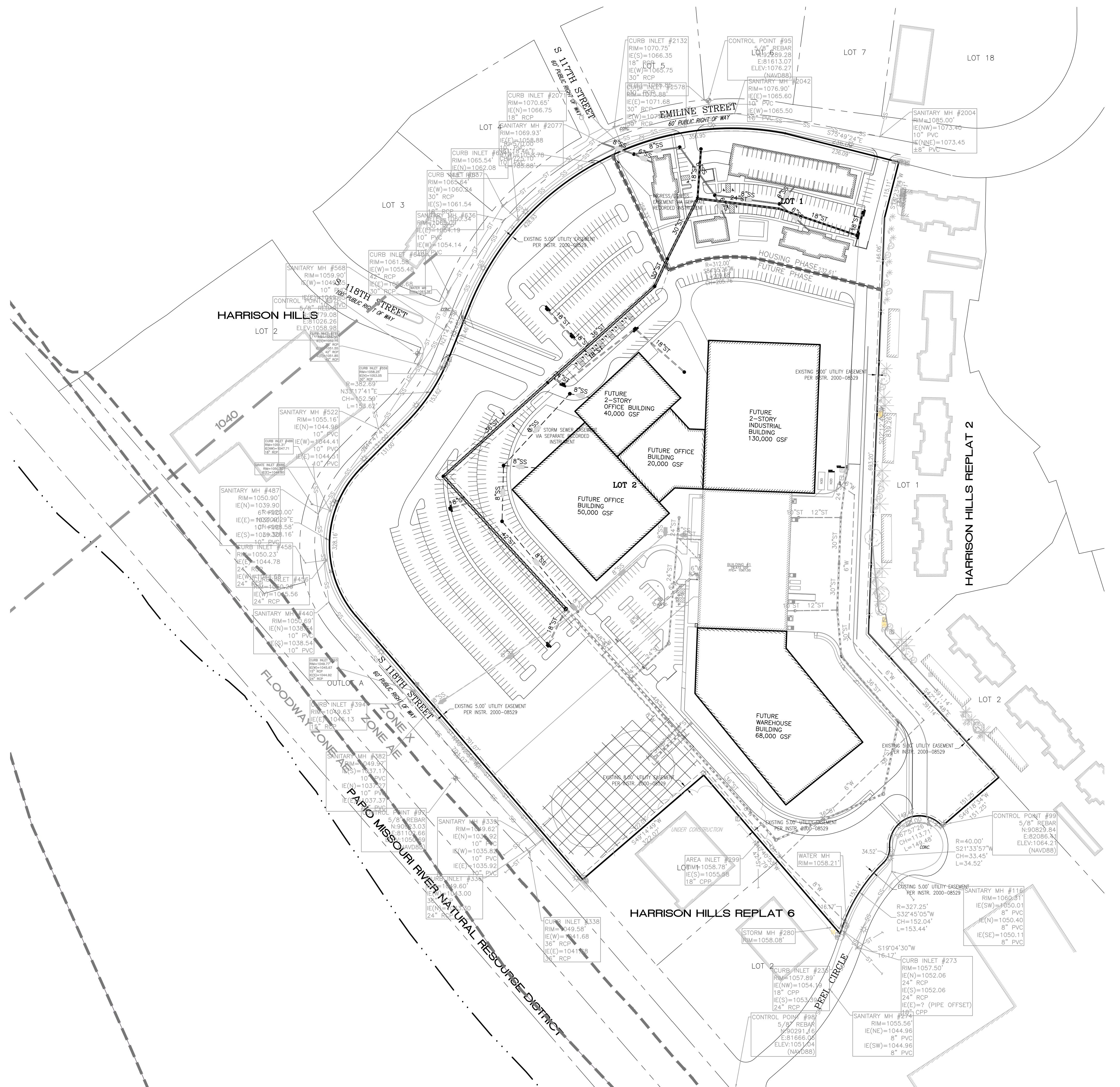
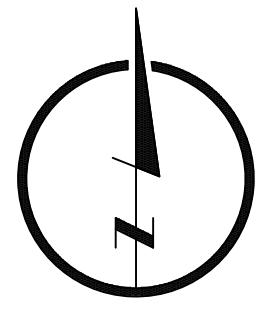


EXHIBIT F



SCALES: 1"=100' H
1"=20' V

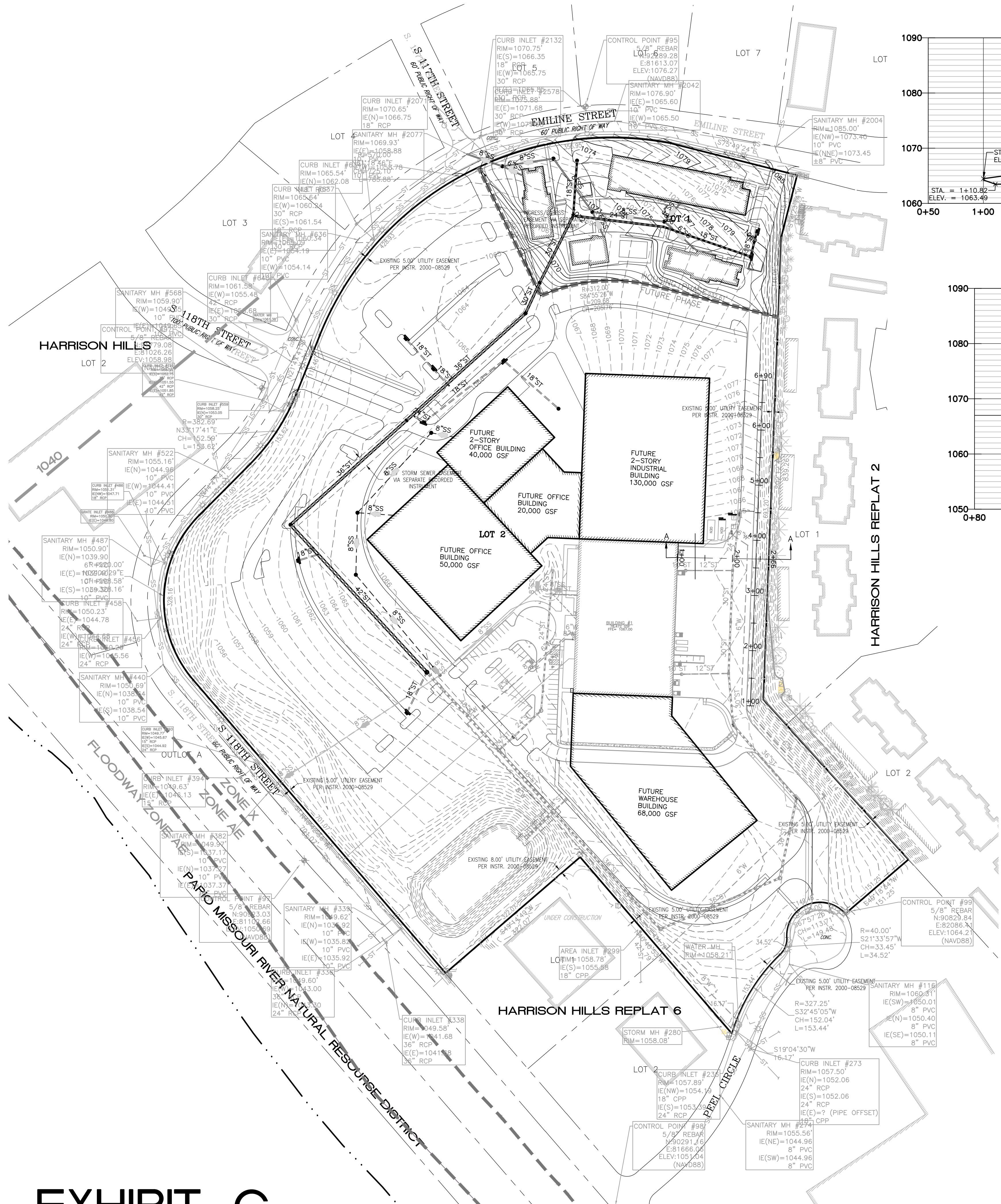
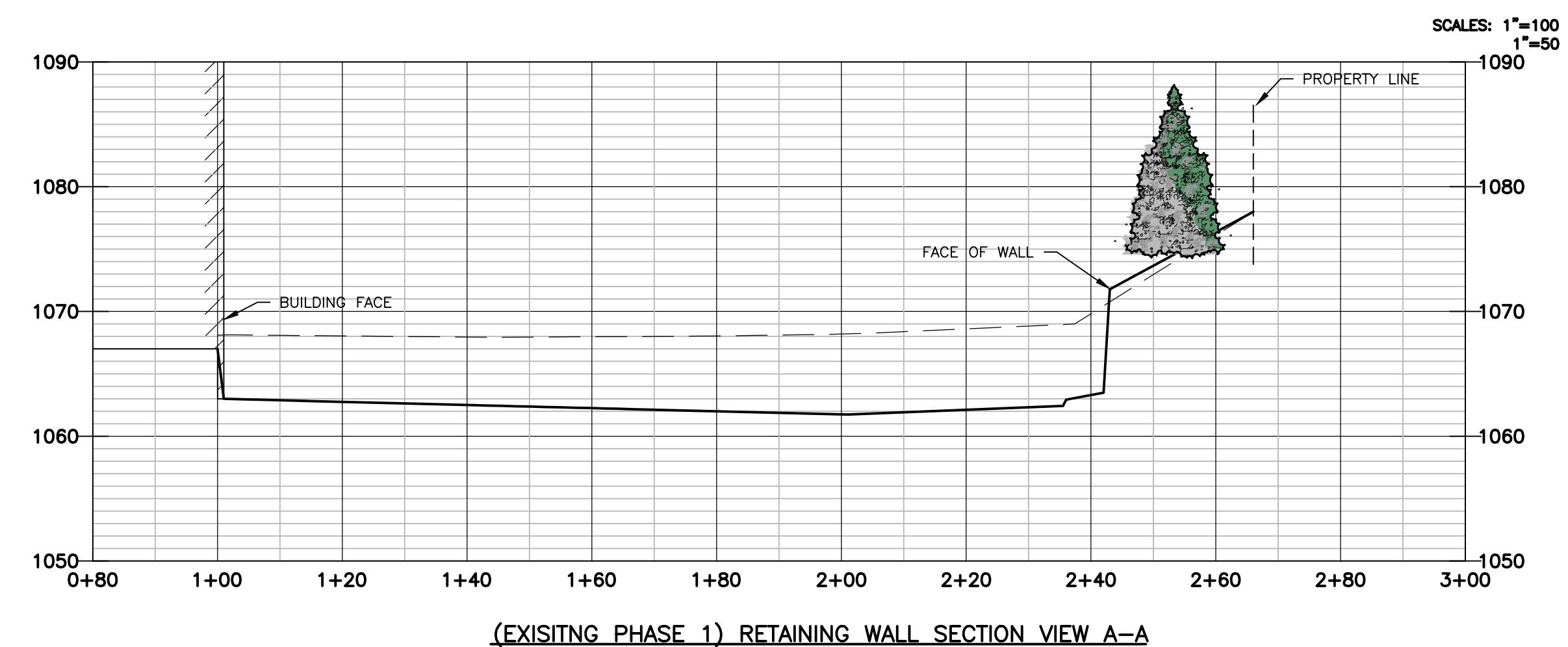
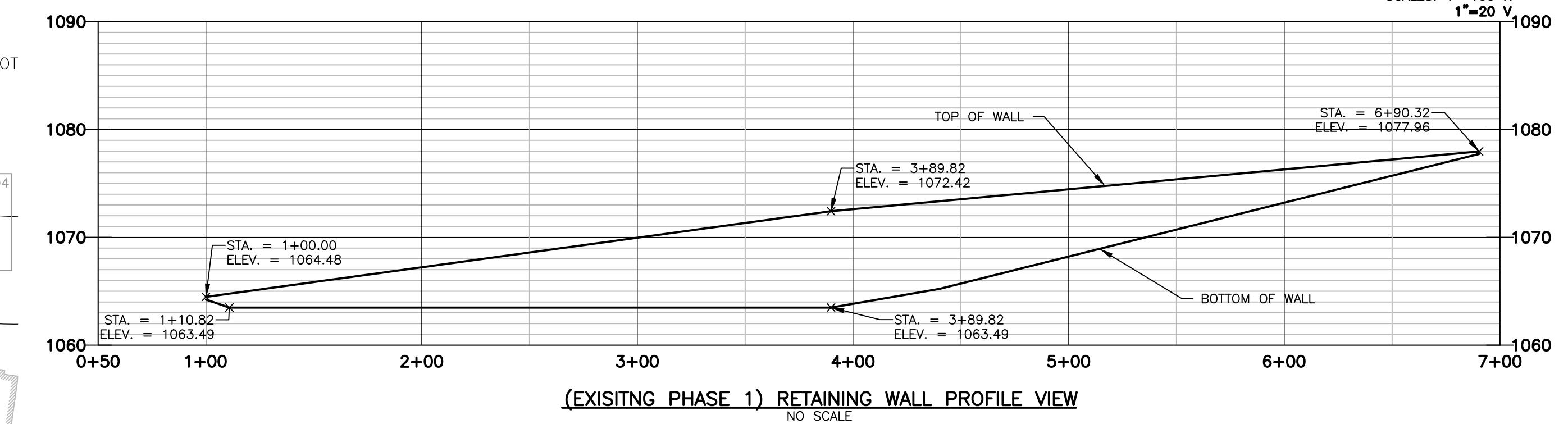
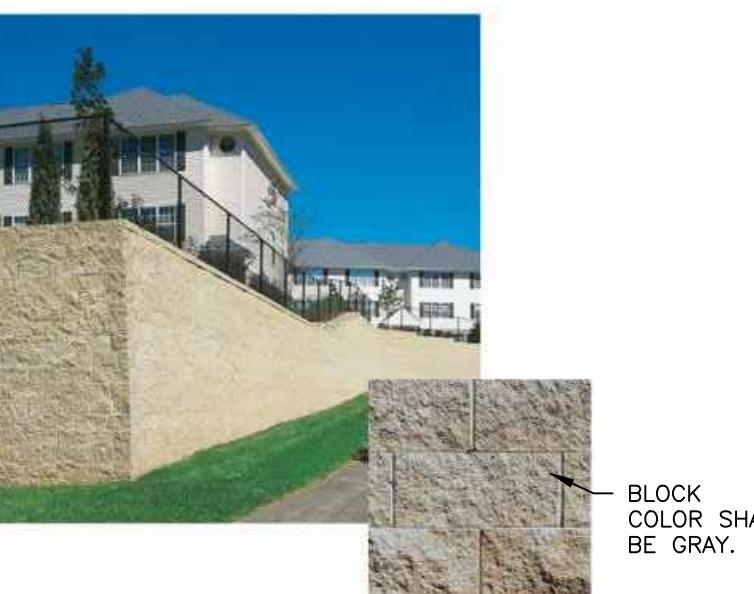


EXHIBIT G



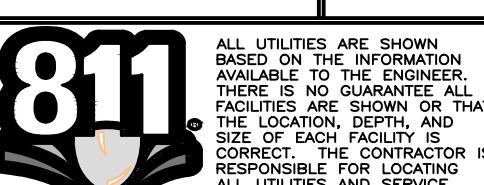
PUD RETAINING WALL NOTES

1. RETAINING WALL SHALL BE A ANCHOR VERTICA PRO SEGMENTAL BLOCK WALL UTILIZING GRAY BLOCK



GRADING PLAN

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LEGEND

PROPERTY LINE	RETAINING WALL
SS	PHASE 1 PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
ST	PHASE 1 PC CONCRETE SIDEWALK
FD	STORM SEWER
G	FIBER OPTIC
W	GAS
UGP	WATER
OPP	UNDERGROUND POWER
TOP	OVERHEAD POWER
T	TELEPHONE
C4	CABLE TELEVISION
○	MANHOLE
□	CURB INLET
□	GRAVE INLET
○	HOODED GRAVE INLET
□	HYDRANT
○	LIGHT POLE
100'	PROPOSED CONTOUR
100'	EXISTING CONTOUR

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