

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT & SUBDIVISION AGREEMENT – LOT 11A, MAYFAIR 2 ND ADDITION REPLAT ONE (NE OF 99 TH STREET & HILLCREST PLAZA	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to approve a Replat and a Subdivision Agreement for approximately 12.76 acres located northeast of the intersection of 99th Street and Hillcrest Plaza.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve a replat and a subdivision agreement application by One Mayfair Place, LLC, on approximately 12.76 acres currently platted as Lot 11A, Mayfair 2nd Addition Replat One, generally located northeast of the intersection of 99th Street and Hillcrest Plaza.

The property is zoned C-1 Shopping Center Commercial District with the Gateway Corridor District (Overlay District). The property is currently undeveloped. The replat is for the purpose of subdividing the property into three lots for commercial development.

A detailed staff report is attached.

On September 15, 2016, the Planning Commission voted unanimously to recommend approval of the replat contingent upon the finalization of a subdivision agreement prior to City Council review as the replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE, TO BE REPLATTED AS LOTS 1 THRU 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 11A, Mayfair 2nd Addition Replat One, to be replatted as Lots 1 thru 3, Mayfair 2nd Addition Replat Seven; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on September 15, 2016, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval subject to the following condition:
1. Finalization of a subdivision agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 11A, Mayfair 2nd Addition Replat One, to be replatted as Lots 1 thru 3, Mayfair 2nd Addition Replat Seven, a subdivision located in the Southeast Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of 99th Street and Hillcrest Plaza, be, and hereby is, approved.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. 16 – ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 3, MAYFAIR 2ND ADDITION REPLAT SEVEN SUBDIVISION.

WHEREAS, the City Council did on October 18, 2016, approve the final plat for Lots 1 thru 3, Mayfair 2nd Addition Replat Seven Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, One Mayfair Place LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the October 18, 2016, City Council meeting for the Mayfair 2nd Addition Replat Seven Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2016-SUB-09

For Hearing of: October 18, 2016
Report Prepared on: October 5, 2016

I. GENERAL INFORMATION

A. APPLICANT:

One Mayfair Place LLC
12408 S. 36th Street
Bellevue, NE 68123

B. PROPERTY OWNER:

One Mayfair Place LLC
12408 S. 36th Street
Bellevue, NE 68123

C. LOCATION: Northeast of the intersection of South 99th Street and Hillcrest Plaza.

D. LEGAL DESCRIPTION: Lot 11A, Mayfair 2nd Addition Replat One

E. REQUESTED ACTION(S): Replat of Lot 11A, Mayfair 2nd Addition Replat One

F. EXISTING ZONING AND LAND USE:

C-1 Shopping Center Commercial with a Gateway Corridor Overlay (Overlay District); Vacant

G. PURPOSE OF REQUEST: Replat into three separate lots for the purpose of creating pad sites for development.

H. SIZE OF SITE: 12.76 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is currently vacant. The land has a gradual downward slope towards the south.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

- 1. North:** Lots 1-11, Mayfair 2nd Addition, R-1 Single Family Residential; Single family housing
- 2. East:** Lot 2, Mayfair 2nd Addition Replat Three and Lot 1, Mayfair 2nd Addition Replat Five; C-1 Shopping Center Commercial District with Gateway Corridor Overlay District; Vacant and Primrose Childcare.
Lot 2, Mayfair 2nd Addition Replat Five; R-3 PUD High-Density Residential with Planned

- Unit Development Overlay District and Gateway Corridor Overlay District; vacant
3. **South:** Lots 1-3, Mayfair 2nd Addition, Replat One, C-1 C-1 Shopping Center Commercial with Gateway Corridor Overlay District; Culvers, Multi-tenant building, vacant.
4. **West:** Lot 21, Mayfair 2nd Addition; R-1 Single Family Residential; Single family housing

C. RELEVANT CASE HISTORY:

1. On May 16, 2000, the City Council approved of Mayfair 2nd Addition Replat One, a replat that created eleven lots for commercial development at 96th Street and Giles Road.

D. APPLICABLE REGULATIONS:

1. Section 5.10 of the Zoning Regulations – C-1 Shopping Center Commercial District
2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
3. Section 3.07 of the Subdivision Regulations – Replats

III. ANALYSIS

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

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

1. Primary access to the properties will either be from Hillcrest Plaza or South 99th Street. Secondary fire and emergency access will be provided for Lot 1 through an access easement granted through the northwest corner of Lot 2, Mayfair 2nd Addition Replat Five.

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. In regard to Article 3.03.15 of the Subdivision Regulations, a subdivision agreement has been prepared since the payment of tract sewer connection fees (aka interceptor fees) and storm water management fees needed to be addressed.

VI. STAFF RECOMMENDATION – Replat:

Approval of Mayfair 2nd Addition Replat 7 contingent upon the finalization of a subdivision agreement prior to recording as the replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VII. PLANNING COMMISSION RECOMMENDATION – Replat:

On September 15, 2016, the Planning Commission voted unanimously to recommend approval of the Mayfair 2nd Addition Replat 7 contingent upon the finalization of a subdivision agreement prior to City Council review as the replat request is consistent with the Comprehensive Plan and Subdivision Regulations.

VIII. ATTACHMENTS TO REPORT:

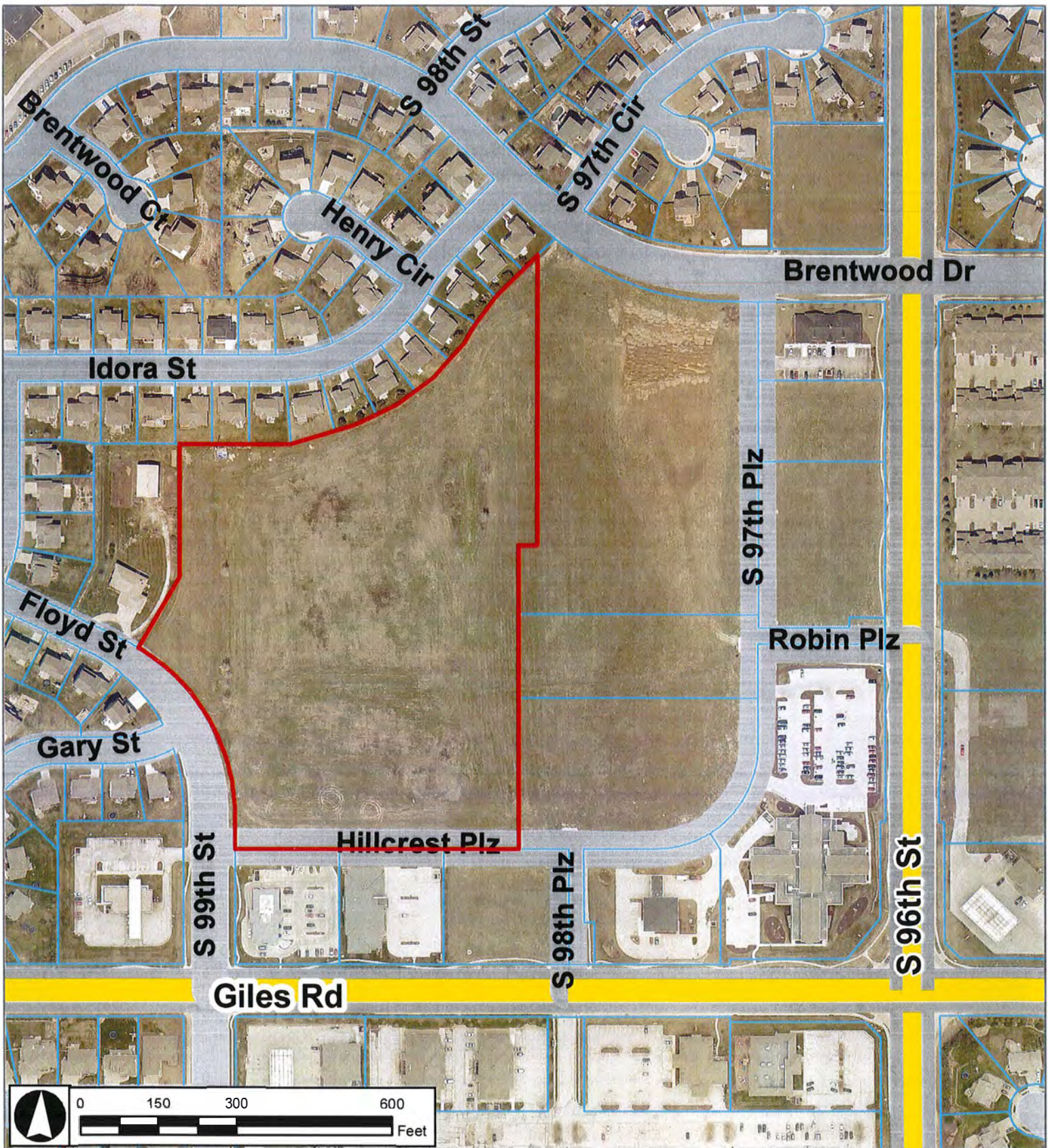
1. Vicinity Map
2. Staff Review Letter
3. Applicant Response Letter
4. Preliminary Plat Map
5. Final Plat Map
6. Subdivision Agreement

IX. COPIES OF REPORT SENT TO:

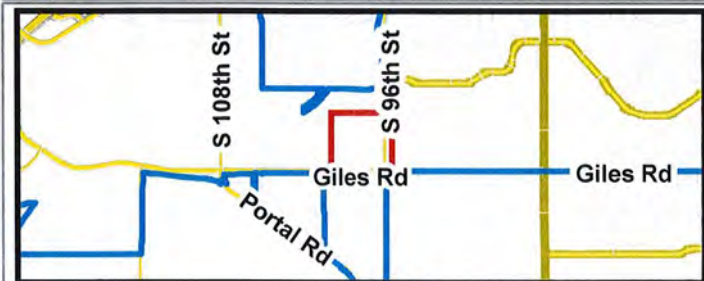
1. Mark Westergard, E & A Consulting Group, Inc.
2. Charles Clatterbuck, One Mayfair Place LLC
3. Public Upon Request


Prepared by: _____

 10-12-16
Community Development Director Date



Project Vicinity Map



Mayfair 2nd Addition - Replat 7

8/17/2016
JMC





July 20, 2016

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

RE: Preliminary and Final Plat – Initial Review
Mayfair 2nd Addition Replat Seven

Mr. Westergard,

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

Preliminary Plat

1. No preliminary plat was submitted. A preliminary plat needs to be provided that contains all of the information required by Article 3.03 of the Subdivision Regulations. Items of particular significance are the existing utilities such as storm and sanitary sewer that can serve the proposed lots, the existing outdoor warning siren location, the proposed storm water drainage facilities and proposed post construction stormwater management plans.
2. Proposed Lot 1 will require at least two vehicular access points so that adequate fire and emergency access can be provided. This needs to be addressed as part of private, shared infrastructure improvements along with any other shared, private infrastructure such as storm sewers and water quality. It appears that Outlot A may be intended for storm water management. Itemized cost estimates for the shared, private infrastructure need to be provided. If the second access to Lot 1 is to be in the form of an easement across Lots 2 and/or 3, then such access must be installed with the first lot that is built upon. Verbiage regarding this aspect will need to be required within the subdivision agreement.

Final Plat

1. The name of the existing private roadway along the south edges of Lots 2 and 3 needs to be shown which is Hillcrest Plaza.

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

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

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

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

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

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

Recreation
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f: 402-331-0299

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2. The northern-most arrow depicting the width of the Hillcrest Plaza ingress and egress easement points to the wrong easement line. The arrow needs to be moved down one line to the second easement line.
3. The wording of the Surveyor's Certificate needs to be revised to comply with Article 10.2 of the Subdivision Regulations and needs to identify whether lot corners have been marked or will be marked. If to be marked, then a staking bond of \$200 per lot should be provided prior to releasing the final plat.
4. The wording of the signature block for Sarpy County Public Works needs to be modified to match Section 10.06 of the Subdivision Regulations.
5. No signature block is required for the Sarpy County Register of Deeds as that office utilizes a 5" x 2 1/2" sticker in the upper right hand corner of the final plat document. It appears that sufficient space is provided for this. Please remove the signature block.
6. A performance guarantee in the amount of not less than 110% of the cost of the shared, private infrastructure (construction and engineering) must be provided prior to releasing the plat for recording.
7. Note 4 on the final plat proposes that Outlot "A" shall be owned and maintained privately by the Developer of a Homeowners' Association. This is not suitable as the developer will not be a long term entity once the lots are sold and developed and a homeowners' association does not seem appropriate. There is an existing business owners' association for the existing private infrastructure which would be an acceptable solution. At a minimum, the owners of the proposed three lots would have to form an association to own Outlot "A" and maintain the shared, private infrastructure. In any event, a copy of an executed common area maintenance agreement ready to be recorded must be provided prior to releasing the final plat for recording. Note 4 on the final plat needs to be reworded accordingly.
8. The Fourth Amendment to Subdivision Agreement for Mayfair indicates that plans for the landscape buffer in the proposed Lot 1 already exist. Such plans need to be included in the amendment to subdivision agreement for this platting and to be updated where appropriate such as deleting ash trees or other species no longer suitable.

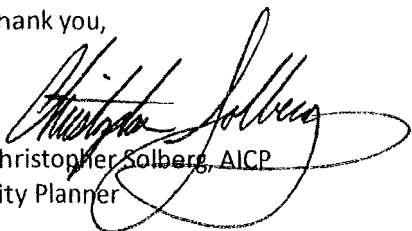
Subdivision Agreement

The draft subdivision agreement will need to be submitted in the near future to start the review process. A sample document that includes aspects regarding shared private infrastructure has been included for your use. Comments on the document will be provided outside of the review process that leads up to the Planning Commission meeting as the Commission does not review this document. However, working on the review and edit of the agreement helps to ensure that they will be ready for City Council.

As no Preliminary Plat was provided, the application is considered incomplete. Due to the timelines involved, the application review process has been adjusted with a goal of the September Planning Commission meeting to allow for sufficient time to review the preliminary plat, along with the revised final plat. Please submit 4 full size copies (along with electronic copies) of the revised documents, along with itemized estimates for shared, private infrastructure, by August 1, 2016 to ensure that the application stays on track for the review by Planning Commission in September.

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

Thank you,

A handwritten signature in black ink, appearing to read "Christopher Solberg", is written over the printed name and title.

Christopher Solberg, AICP
City Planner

Attachment

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer



E & A CONSULTING GROUP, INC.

Engineering Answers

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

July 29, 2016

Mr. Chris Solberg
City of LaVista
8116 Park View Blvd.
LaVista, NE 68128-2198

Re: Mayfair 2nd Addition Replat Seven
E&A #P1997.054.067

Dear Chris,

Here are our responses to your July 20, 2016 review letter on the above referenced project:

Preliminary Plat

1. A preliminary plat is included with this resubmittal.
2. We supplied documentation of an existing recorded access easement in the northeast corner of the site. LaVista staff has reviewed and approved this as a second access. The easement was shown on the previous submittal but mislabeled as a landscape easement.

Final Plat

1. Hillcrest Plaza has been properly labeled.
2. The lead arrow to the ingress-egress easement has been corrected to indicate the proper line.
3. The surveyor's certificate language has been revised. Lot corners will be marked just before or immediately after the recording of the final plat.
4. We checked with Lou Whisonant regarding the Sarpy County Public Works signature block and he confirmed that the language was correct.
5. The Register of Deeds signature block has been removed.
6. With the approval of the second access in the NE corner of Lot 1 and the approval of lot level PCSMP, there are no shared, public infrastructure improvements and therefore a performance guarantee is no longer required.
7. Outlot A has been deleted as lot level PCSMP will be permitted for each lot. The requirement for ongoing common maintenance agreements is moot. Note 4 has been modified to indicate the lot level PCSMP requirement. Also, a copy of the storm sewer plans showing that all lots are



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physically able to connect is attached together with a copy of the Mayfair 2nd Addition Replat
One final plat which contains the dedication of the easement regarding the storm sewer.
It is acknowledged that plans, updated as necessary, for the landscape buffer for proposed Lot 1
will be included in the amendment to the existing subdivision agreement for this proposed plat.

Subdivision Agreement

Receipt of a sample draft subdivision agreement is acknowledged. A draft Fifth Amendment to
the existing subdivision agreement for this proposed plat will be submitted in the near future for review
by the City of LaVista.

Sincerely,

E & A Consulting Group, Inc.

A handwritten signature in black ink, appearing to read 'Mark Westergard', is written over a horizontal line.

Mark Westergard, P.E.

Cc: Mr. John Fullenkamp



August 9, 2016

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

RE: Preliminary and Final Plat – 2nd Review
Mayfair 2nd Addition Replat Seven

Mr. Westergard,

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

Preliminary Plat

1. The preliminary plat needs to have a vicinity map added to it.
2. The existing storm and sanitary sewers in 99th Street need to be shown.
3. Note 2 on the preliminary plat needs to include wording that grading and erosion control requirements will be handled by each individual lot owner.

Final Plat

1. The wording of the Surveyor's Certificate needs to be revised to comply with Article 10.2 of the Subdivision Regulations. Attached is a copy of Article 10.2 for your review with the sentence that needs to be added highlighted.

Subdivision Agreement

A draft subdivision agreement will need to be submitted in the near future to start the review process. This review process will need to be complete before City Council review of the replat. The agreement needs to address the various fees (tract connection and storm water management) that will be applicable to the lots. The agreement needs to include an updated landscaping buffer plan for the buffer easement area including installation timing. Finally, the agreement needs to identify the second access to the proposed Lot 1 will be built when Lot 1 is developed if the adjacent property owner has not installed the access road in the easement area by

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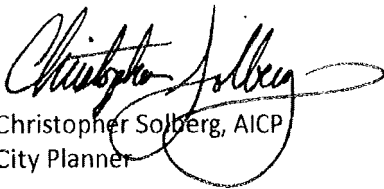
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that time. A sample subdivision agreement was provided with the previous review letter.

Please submit 4 full size copies (along with electronic copies) of the revised documents by August 22, 2016 to ensure that the application stays on track for the review by Planning Commission in September.

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

Thank you,

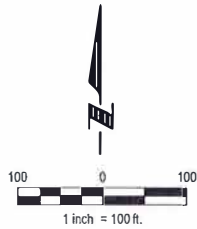


Christopher Solberg, AICP
City Planner

Attachment

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer

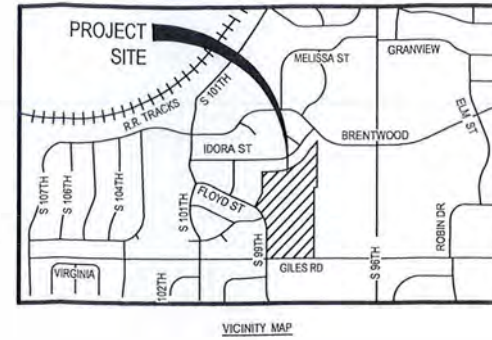
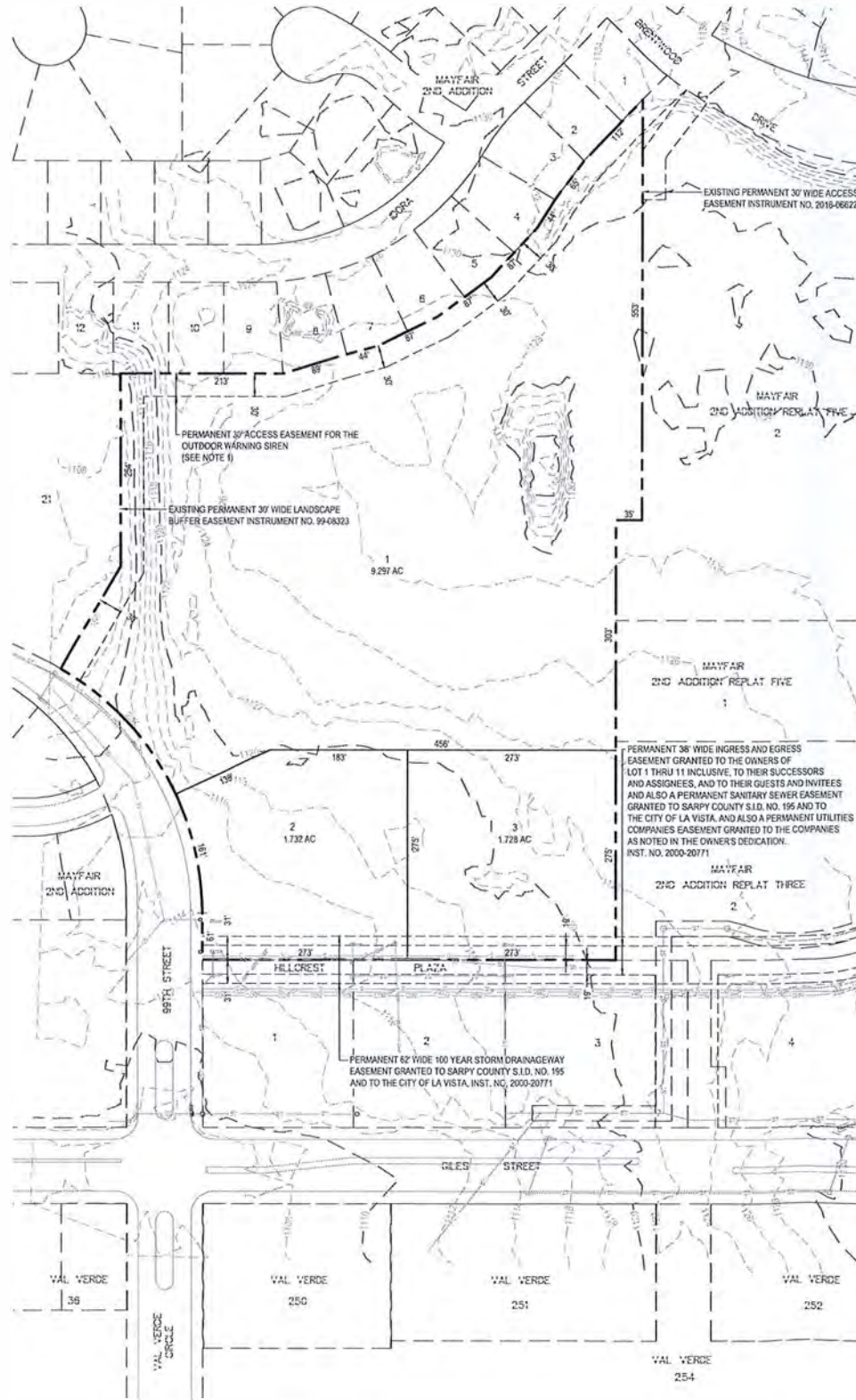
- LEGEND
- BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE
 - EASEMENTS
 - EXIST. WATER LINE
 - EXIST. UNDERGROUND POWER
 - EXIST. GAS
 - EXIST. COMMUNICATIONS
 - EXIST. OVERHEAD POWER
 - EXIST. STORM SEWER
 - EXIST. MAJOR CONTOURS
 - EXIST. MINOR CONTOURS
 - EXIST. STORM SEWER
 - EXIST. SANITARY SEWER



MAYFAIR 2ND ADDITION REPLAT SEVEN

LOTS 1 THRU 3 INCLUSIVE

BEING A TRACT OF LAND LOCATED IN PART OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, AND ALSO TOGETHER WITH ALL OF LOT 11, SAID MAYFAIR 2ND ADDITION REPLAT ONE, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4, AND ALSO THE SE1/4 OF THE SE1/4, AND ALSO THE SW1/4 OF THE SE1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALSO KNOWN AS LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE.



LEGAL DESCRIPTION

BEING A TRACT OF LAND LOCATED IN A S PART OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, AND ALSO TOGETHER WITH ALL OF LOT 11, SAID MAYFAIR 2ND ADDITION REPLAT ONE, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4, AND ALSO THE SE1/4 OF THE SE1/4, AND ALSO THE SW1/4 OF THE SE1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

SAID PART OF LOT 10 AND ALL OF LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE CONTAINS AN AREA OF 555.702 SQUARE FEET OR 12.757 ACRES, MORE OR LESS.

JASON HEADLEY LS-604

DATE

DEVELOPER

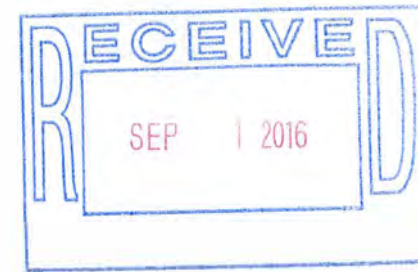
CHARLES CLATTERBUCK, PRESIDENT
ONE MAYFAIR PLACE LLC
1718 HILLCREST DRIVE
OMAHA, NE 68005

ZONING

EXISTING C-1
PROPOSED C-1, LOTS 1-3

NOTES:

- ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.
- LOTS 1, 2, AND 3 SHALL EACH BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, GRADING, EROSION CONTROL REQUIREMENTS AND MAINTENANCE OF INDIVIDUAL LOT POST CONSTRUCTION STORMWATER MANAGEMENT FACILITIES.



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



MAYFAIR 2ND ADDITION REPLAT SEVEN
LOTS 1 THRU 3 INCLUSIVE
LA VISTA, NEBRASKA

PRELIMINARY PLAT

Revisions		Revisions	
Date	Description	Date	Description
8/11/2016	8/11/16		
Designed By: MAW			
Drawn By: JHA			
Scale: 1" = 100'			
Sheet: 1 of 1			

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Phone: 402.865.4700 • Fax: 402.865.3559
www.eandagroup.com

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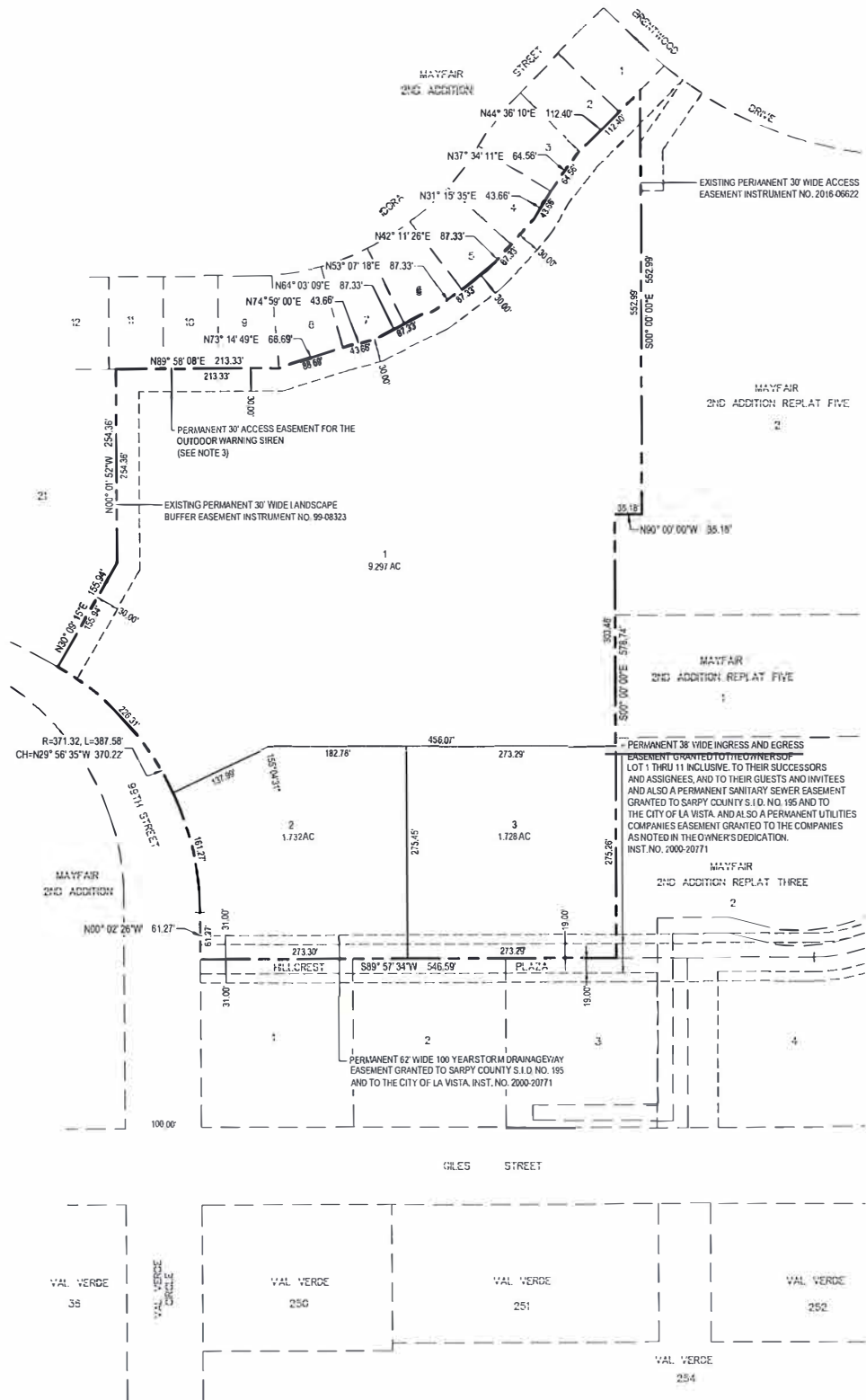
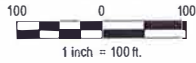
MAYFAIR 2ND ADDITION REPLAT SEVEN

LOTS 1 THRU 3 INCLUSIVE

BEING A TRACT OF LAND LOCATED IN PART OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, AND ALSO TOGETHER WITH ALL OF LOT 11, SAID MAYFAIR 2ND ADDITION REPLAT ONE, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SE 1/4, AND ALSO THE SE 1/4 OF THE SE 1/4, AND ALSO THE SW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALSO KNOWN AS LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE.

LEGEND

--- BOUNDARY LINE
--- RIGHT OF WAY LINE
--- LOT LINE
--- EASEMENTS



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ONE MAYFAIR PLACE LLC, THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS MAYFAIR 2ND ADDITION REPLAT SEVEN (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5) WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16) WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8) WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, 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 (5) WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. 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.

ONE MAYFAIR PLACE LLC

CHARLES CLATTERBUCK, PRESIDENT DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME CHARLES CLATTERBUCK, PRESIDENT OF ONE MAYFAIR PLACE, LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

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

NOTARY PUBLIC

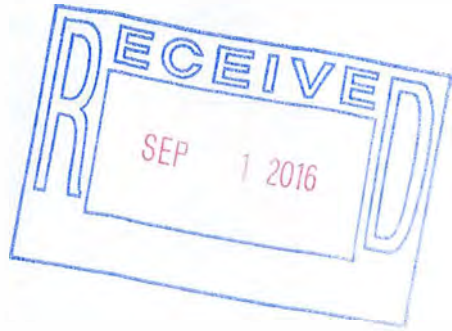
APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF MAYFAIR 2ND ADDITION REPLAT SEVEN (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL LINES.
- ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS MAYFAIR SECOND ADDITION REPLAT SEVEN (THE LOTS NUMBERED AS SHOWN) A TRACT OF LAND LOCATED IN PART OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, AND ALSO TOGETHER WITH ALL OF LOT 11, SAID MAYFAIR 2ND ADDITION REPLAT ONE, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SE 1/4, AND ALSO THE SE 1/4 OF THE SE 1/4, AND ALSO THE SW 1/4 OF THE SE 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALSO KNOWN AS LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 11, MAYFAIR 2ND ADDITION REPLAT ONE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, MAYFAIR 2ND ADDITION REPLAT ONE, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 99TH STREET; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 99TH STREET, AND ALSO THE EASTERLY LINE OF LOT 21, MAYFAIR 2ND ADDITION, A SUBDIVISION LOCATED IN SAID SE 1/4 OF SECTION 16 ON THE FOLLOWING DESCRIBED COURSES; THENCE N00°02'26"W (ASSUMED BEARING), A DISTANCE OF 61.27 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 371.32 FEET, A DISTANCE OF 387.58 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N29°56'35"W, A DISTANCE OF 370.22 FEET; THENCE N30°09'15"E, A DISTANCE OF 155.94 FEET; THENCE N00°01'32"W, A DISTANCE OF 254.36 FEET TO A POINT ON THE SOUTH LINE OF LOT 11, SAID MAYFAIR 2ND ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 21, MAYFAIR 2ND ADDITION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE AND THE WESTERLY LINE OF SAID LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LOTS 11 THRU 1, INCLUSIVE, SAID MAYFAIR 2ND ADDITION ON THE FOLLOWING DESCRIBED COURSES; THENCE N89°58'08"E, A DISTANCE OF 213.33 FEET; THENCE N73°14'49"E, A DISTANCE OF 88.69 FEET; THENCE N74°59'00"E, A DISTANCE OF 43.66 FEET; THENCE N64°03'09"E, A DISTANCE OF 87.33 FEET; THENCE N53°07'18"E, A DISTANCE OF 87.33 FEET; THENCE N42°11'26"E, A DISTANCE OF 87.33 FEET; THENCE N31°15'35"E, A DISTANCE OF 43.66 FEET; THENCE N37°34'11"E, A DISTANCE OF 64.56 FEET; THENCE N44°38'10"E, A DISTANCE OF 112.40 FEET; THENCE S00°00'00"W, A DISTANCE OF 552.99 FEET; THENCE S89°58'08"E ALONG THE WEST LINE OF SAID LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE AND THE EASTERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 35.18 FEET; THENCE S00°00'00"W ALONG SAID EAST LINE OF LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE, SAID LINE ALSO BEING SAID WEST LINE OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, A DISTANCE OF 578.74 FEET TO A POINT ON THE NORTH LINE OF LOTS 3, SAID MAYFAIR 2ND ADDITION REPLAT ONE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE; THENCE S89°58'08"E ALONG THE SOUTH LINE OF SAID LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE, SAID LINE ALSO BEING THE NORTH LINE OF LOTS 3, 2 AND 1, MAYFAIR 2ND ADDITION REPLAT ONE, A DISTANCE OF 546.59 FEET TO THE POINT OF BEGINNING.

SAID PART OF LOT 10 AND ALL OF LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE CONTAINS AN AREA OF 555.702 SQUARE FEET OR 12.757 ACRES, MORE OR LESS.

JASON HEADLEY LS-604 DATE

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF MAYFAIR 2ND ADDITION REPLAT SEVEN (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST CITY CLERK MAYOR

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF MAYFAIR 2ND ADDITION REPLAT SEVEN WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

COUNTY SURVEYOR/ ENGINEER

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

19509 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3399
www.eaeng.com



MAYFAIR 2ND ADDITION REPLAT SEVEN
LOTS 1 THRU 3 INCLUSIVE
LA VISTA, NEBRASKA

FINAL PLAT

Revisions	Date	Description
1	8/11/2016	1" = 100'
2	8/11/2016	1" = 100'
3	8/11/2016	1" = 100'
4	8/11/2016	1" = 100'
5	8/11/2016	1" = 100'
6	8/11/2016	1" = 100'
7	8/11/2016	1" = 100'
8	8/11/2016	1" = 100'
9	8/11/2016	1" = 100'
10	8/11/2016	1" = 100'
11	8/11/2016	1" = 100'
12	8/11/2016	1" = 100'
13	8/11/2016	1" = 100'
14	8/11/2016	1" = 100'
15	8/11/2016	1" = 100'
16	8/11/2016	1" = 100'
17	8/11/2016	1" = 100'
18	8/11/2016	1" = 100'
19	8/11/2016	1" = 100'
20	8/11/2016	1" = 100'

SIXTH AMENDMENT TO SUBDIVISION AGREEMENT
(Mayfair Subdivision)
(Mayfair 2nd Addition Replat Seven)

THIS SIXTH AMENDMENT, made this _____ day of _____, 2016, by and between One Mayfair Place LLC, a Nebraska limited liability corporation (herein referred to as "Subdivider") and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "City"), to that certain Subdivision Agreement dated March 18, 1998, as amended, and original plat thereto, as replatted, which among other lots, includes Lot 11A, Mayfair 2nd Addition Replat One, which said Lot 11A is to be Replatted herewith as Lots 1 through 3, inclusive, Mayfair 2nd Addition Replat Seven of this Subdivision.

WITNESSETH:

WHEREAS, the City of La Vista ("City") and Floyd W. Durkop and Idora K Durkop, individuals, (herein referred to as the "Initial Subdivider") entered into a Subdivision Agreement with the City dated March 18, 1998, as amended by the First, Second, Third, Fourth Fifth, and Sixth Amendments, (herein the "Subdivision Agreement" or the "Agreement"), setting forth certain agreements, Commercial Building Design and Criteria, and other terms, conditions and covenants running with the land in respect to the development of land within the Subdivision, all of which continue to apply to the area to be Replatted; and

WHEREAS, One Mayfair Place LLC, a Nebraska limited liability corporation is the owner of said Lot 11A, Mayfair Second Addition Replat One containing 12.757 acres and which is the subject of this Sixth Amendment and as such is subject to the terms of the Subdivision Agreement and applicable amendments; and

WHEREAS, Subdivider herein wishes to subdivide said Lot 11A, Mayfair 2nd Addition Replat One (herein the "Property"), consisting of approximately 12.757 acres, more or less, being more specifically shown on the "Final Plat" of the Property dated 08/01/2016 and attached hereto as Exhibit "A"; and

WHEREAS, One Mayfair Place, LLC currently own that portion of the Property that is to be replatted into Lots 1 through 3, inclusive, said three (3) lots (referred to herein together as "Lots" or individually as "Lot") to constitute all of the land area and ownership within the Property, all of whom are parties to this Sixth Amendment; and

WHEREAS, the parties wish to amend the Subdivision Agreement by this Amendment entered into between them to include the specific understandings and agreements pertaining to the Property.

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

1. Replattings. Subject to the terms of this Sixth Amendment, Lot 11A of Mayfair 2nd Addition Replat One, shall be Replatted as Lots 1 thru 3 inclusive, Mayfair 2nd Addition Replat Seven as more fully shown on Exhibit "A" dated August 1, 2016 (herein the "Replat" or "Replat Area").
2. Connection of any Lot to the sanitary sewer system of City shall be at the Lot owner's sole cost, subject to obtaining proper permits and paying the applicable sewer connection fee to the City. Payment of the applicable sewer connection fee for a Lot

shall be made to the City prior to issuance of a building permit for the Lot, based on the City's adopted fee rate that is in effect at the time the payment is made. At the rate in effect on the date of execution of this Amendment, the fees as pertaining to Lot 11A of Mayfair 2nd Addition Replat One (the "Developers Property") as replatted as Lots 1 through 3 Mayfair 2nd Addition Replat Seven, would be:

Lot	Area(AC)	Fee	Total
Lot 1 Mayfair 2 nd Addition Replat Seven	9.297	\$6,331.00	\$58,859.31
Lot 2 Mayfair 2 nd Addition Replat Seven	1.732	\$6,331.00	\$10,965.29
Lot 3 Mayfair 2 nd Addition Replat Seven	<u>1.728</u>	\$6,331.00	<u>\$10,939.97</u>
TOTAL	12.757		\$80,764.57

The aforesated fee of \$6,331 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

Any terms or conditions for the benefit of the City that are contained in the Subdivision Agreement or other applicable documents, instruments, laws or regulations pertaining to construction, operation, maintenance, replacement or repair of sanitary sewers or direct or indirect connections to or use of the City's sanitary sewer system shall be equally applicable to each Lot owner and sanitary sewers and connections within or benefiting the Replatted Area or any part thereof

3. Perimeter Sidewalks. Each Lot owner shall, at the Lot owner's cost, install and maintain perimeter sidewalks abutting the Replat Area, specifically meaning along South 99th Street and Hillcrest Plaza. Said sidewalks shall be installed on each Lot as a condition of applying for a certificate of occupancy of any building on such Lot. .
4. Grading Plan. The Grading and Erosion Control Plan for the Replat shall be prepared in accordance with the Papillion Creek Watershed Partnership requirements prior to grading on any individual Lot.
5. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replat Area (outside the Replat Area but needed to serve the Replat Area) including but not limited to parking and internal street improvements, external street improvements, sidewalks, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water, cost of connection to external infrastructure shall be constructed and maintained at private expense and no part thereof shall be the responsibility of or at the expense of the City. The initial installation costs of these services shall be paid in full by the Subdivider. All on-going maintenance, repair and replacement shall be at the cost of the individual Lot owners, except as otherwise may be provided in the agreement for Common Area Expenses referenced below.
6. Common Improvements/Maintenance. For purposes hereof, the following provisions shall be applicable:
 - a. Common Area Improvement. The term Common Area Improvement shall mean all infrastructure and improvements for or benefiting more than a single Lot, as approved from time to time by the City Engineer, including without limitation, ingress and egress, roads, parking, storm drainage, sanitary sewer, public utility infrastructure or services and other infrastructure. Any easements for Common

Area Improvements shall be in form and content satisfactory to the City Engineer. Common Area Improvements, including without limitation any publicly used roads and driveways, shall be constructed to City approved specifications.

- b. Common Area Expense. Common Area Expense shall include all costs and expenses of Common Area Improvements, including without limitation engineering expenses and costs, the costs of construction, reconstruction, modification, repair, operation, maintenance (including clean up and clean out) and replacement of any such items or services, together with the City's costs, if any, of engineering, inspection, review and design.
- c. Sharing of Common Area Expense. The owners, their successors and assigns, of the benefitted Lots shall be responsible for and defray the Common Area Expense in the manner set forth in an agreement of the owners of the benefitted and burdened Lots or other property in form and content satisfactory to the City Engineer. The agreement shall be required as a condition of issuance of any building permit for any benefitted or burdened Lot. The City shall not be responsible for any Common Area Expense.
- d. Filing of Record. The Subdivider, at its expense, shall record this Sixth Amendment in the land records of the Office of the Register of Deeds of Sarpy County and shall cause a recorded copy thereof to be transmitted to the City Administrator.
- e. City Engineer to be Determiner. The City Engineer shall be the determiner of which improvements are required and which are Common Area Expense and which are not Common Area Expense, and shall have the right, but not any obligation, to inspect any work on or relating to the improvements, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.
- f. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replat Area for purposes of inspection or such other purposes 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 or reserved to City by the terms of the Subdivision Agreement or this Amendment. In the event City determines construction, repair or maintenance is not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without any obligation to do so, decide to undertake construction, repair and/or maintenance of any such Common Area Improvements and to assess the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the Lots benefitted. If said lein amount is not timely paid in full, the City may foreclose the lein for said amount with interest thereon and reasonable attorneys fees incurred by City in such foreclosure.

- g. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider, Subdivider or any party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.
7. Covenants Running With the Land. This Amendment and the obligations and agreements of Subdivider herein are perpetual covenants running with the land and shall be binding on the Subdivider and all of Subdivider's successors and assigns in or to any or all of Developers Property, as replatted as Lots 1 through 3 Mayfair 2nd Addition Replat Seven, or any interest therein. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land. City shall have the right, but not the obligation, to enforce any and all covenants.
8. Exhibit Summary. The Exhibits proposed by E & A Consulting Group, Inc. engineers for the Subdivider, attached hereto and made a part hereof, are as follows:
- Exhibit "A": Final Plat of Mayfair 2nd Addition Replat Seven.
- Exhibit "B": Landscape Buffer Plan.
- Exhibit "C": Secondary Access Exhibit.
9. Right to Enforce. Provisions of this Amendment may be enforced at law or in equity by the owners of land within the Replat Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate.
10. Storm Water Management Plan: At the time improvements are constructed on the individual Lots, each individual Lot owner, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Plans and specifications for such storm water management improvements for each individual Lot shall be prepared prior to construction of improvements on the individual ILots by each Lot owner's engineer at its sole cost and shall be subject to approval of the Public Works Department of City (City Engineer) prior to starting construction of such improvements on the Lots.
11. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form and content satisfactory to the City (City Engineer) shall be entered into between each individual Lot owner and the City prior to starting construction of improvements on any individual Lot. It is understood that the final version of the Maintenance Agreement shall:
- (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the individual Lot owner at its expense,
- (B) include provisions to control when post-construction storm water features are to be constructed,

- (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
- (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
- (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the respective Lot.

12. As is pertains to Lot 11A of Mayfair 2nd Addition Replat One (the “Developers Property”) as replatted as Lots 1 through 3 Mayfair 2nd Addition Replat Seven, the stormwater management fees shall be amended and set forth in the following table:

<u>Lot</u>	<u>Area(AC)</u>	<u>Fee</u>	<u>Total</u>
Lot 1 Mayfair 2 nd Addition Replat Seven	9.297	\$4,609.00	\$42,849.87
Lot 2 Mayfair 2 nd Addition Replat Seven	1.732	\$4,609.00	\$ 7,982.79
Lot 3 Mayfair 2 nd Addition Replat Seven	<u>1.728</u>	\$4,609.00	<u>\$ 7,964.35</u>
TOTAL	12.757		\$58,797.01

The aforestated fee of \$4,609 per acre is the rate now in effect and is subject to increase. This fee for each Lot shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City’s Permits & Inspections Division before a building permit will be issued to construct improvements on any Lot and before the commencement of construction of any such improvements. Payment shall be based on the City’s adopted fee rate that is in effect at the time the payment is made.

13. As it pertains to required landscape buffers the plan shall be amended per the “Landscape Buffer Plan”, attached hereto as Exhibit “B”. The landscape buffer plantings, in accordance with Exhibit B shall be installed prior to the issuance of an occupancy permit for the Lot(s) on which the landscape buffer plantings are located.

As it pertains to a second access to Lot 1, Mayfair 2nd Addition Replat Seven, a secondary access is to be provided in conjunction with the driveway and parking improvements proposed by the adjacent lot owner of Lot 2, Mayfair 2nd Addition Replat Five and in accordance with Exhibit “C” attached hereto and entitled “Secondary Access Exhibit”. If the proposed improvements are not installed by the adjacent lot owner prior to an occupancy permit being sought for Lot 1, Mayfair 2nd Addition Replat Seven, the owner of Lot 1, Mayfair 2nd Addition Replat Seven shall be required to install said Secondary Access Improvements, at his sole cost, prior to an occupancy permit being issued by the City of La Vista for Lot 1, Mayfair 2nd Addition Replat Seven.

14. Development of any Lots in the Replat Area shall be subject to all applicable laws, rules, regulations, approvals and other requirements of the City in effect at the time of said development, including, but not limited to, approvals required by this Amendment or the Subdivision Agreement or of the site plan for any building or other improvements prior to issuance of a building permit, or compliance with any other applicable requirements, including requirements of the La Vista Municipal Code, zoning or subdivision regulations.

15. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
16. Ratification. Except as specifically modified by this Amendment, the Subdivision Agreement shall remain in full force and effect, and is hereby ratified and affirmed.
17. The recitals on page 1 and all exhibits or other documents or instruments referenced in this Amendment are incorporated herein and shall be a part of this Amendment. This Amendment shall constitute the complete agreement and understanding of the parties regarding the subject matter contained herein and shall not be amended except by written amendment signed by both parties. If any provision of this Amendment is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Amendment shall be enforced. This Amendment 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.

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

ATTEST: ONE MAYFAIR PLACE LLC, a Nebraska corporation

By _____
Charles Clatterbuck, President

ATTEST: CITY OF LA VISTA

Pamela A. Buethe, City Clerk

By _____
Douglas Kindig, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF)

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

Notary Public

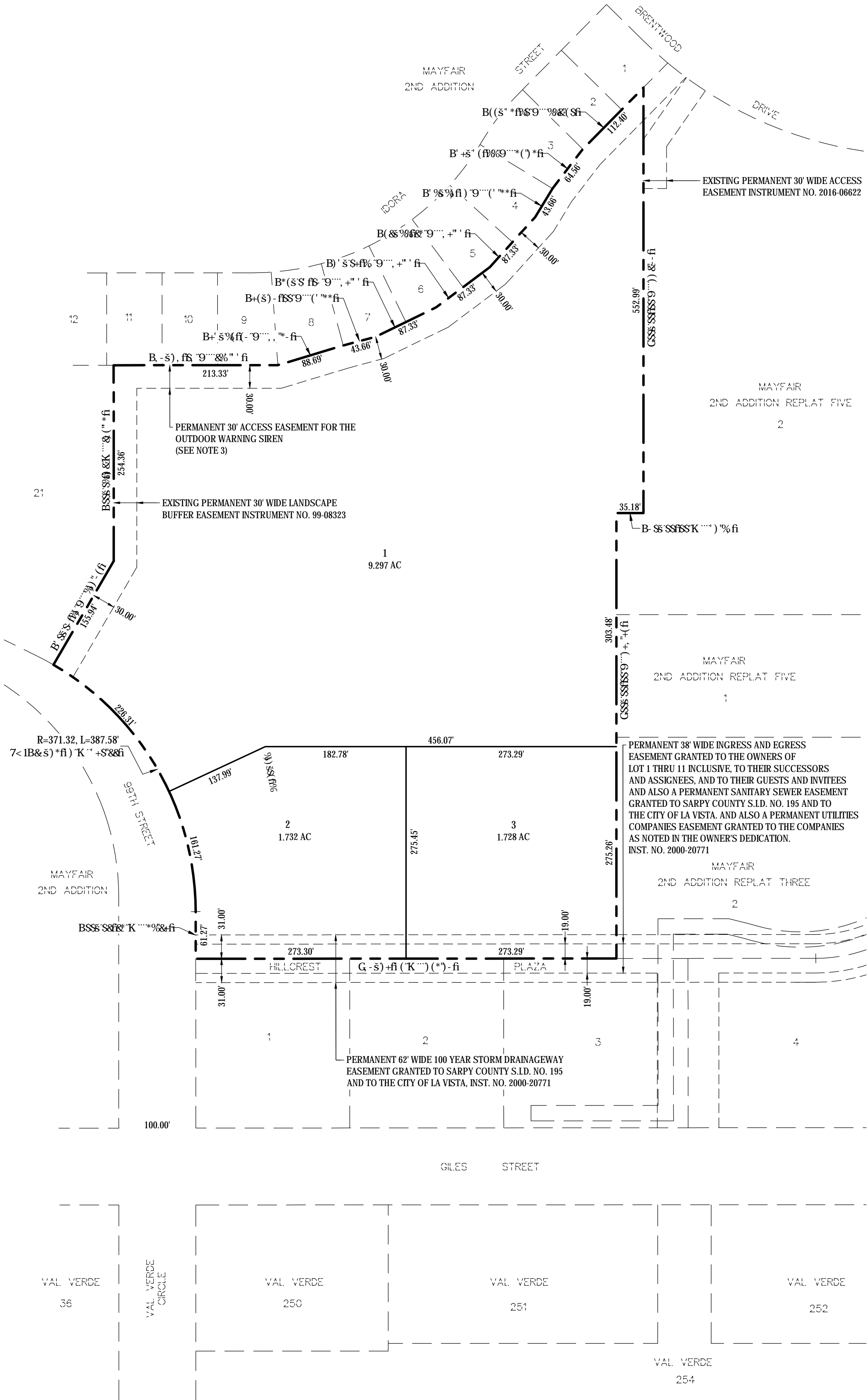
[illegible]

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

Notary Public

LOTS 1 THRU 3 INCLUSIVE

BEING A TRACT OF LAND LOCATED IN PART OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE,
AND ALSO TOGETHER WITH ALL OF LOT 11, SAID MAYFAIR 2ND ADDITION REPLAT ONE,
A SUBDIVISION LOCATED IN THE NE1/4 OF THE SE1/4, AND ALSO THE SE1/4 OF THE SE1/4,
AND ALSO THE SW1/4 OF THE SE1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.,
SARPY COUNTY, NEBRASKA, ALSO KNOWN AS LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE.



KNOW ALL MEN BY THESE PRESENTS THAT WE, ONE MAYFAIR PLACE LLC, THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS MAYFAIR 2ND ADDITION REPLAT SEVEN (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON SAID MAP, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON SAID MAP, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND TO INSTALL AND MAINTAIN SUCH EQUIPMENT AS NECESSARY TO EFFECTUATE THE FOREGOING, AND TO ABUT THE SAME AGAINST THE BOUNDARY LOT LINES, AN EIGHT FOOT (8) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF THE INTERIOR LOTS, AND A SIXTEEN FOOT (16) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION, SAID SIXTEEN-FOOT (16) WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8) WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, 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 THE FIVE FOOT (5) WIDE STRIP OF LAND OF SAID STRIP OF LAND NO PERMANENT BUILDING 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.

CHARLES CLATTERBUCK , PRESIDENT _____ DATE _____

CHARLES CLATTERBUCK, PRESIDENT

CHARLES CLATTERBUCK , PRESIDENT _____ DATE _____

STATE OF NEBRASKA)
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME CHARLES CLATTERBUCK, PRESIDENT OF ONE MAYFAIR PLACE, LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

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

NOTARY PUBLIC

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF MAYFAIR 2ND ADDITION REPLAT SEVEN (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

NOTES:

1. 5005B; 00G5F9; S1B00GCH;9FK-09BCH88"
2. ALL LOTS LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL LINES.
3. ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.

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 CERTIFY THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE NEBRASKA SURVEYING ACT AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS MAYFAIR SECOND ADDITION REPLAT SEVEN (THE LOTS NUMBERED AS SHOWN) A TRACT OF LAND LOCATED IN AS PART OF LOT 10, MAYFAIR 2ND ADDITION REPLAT ONE, AND ALSO TOGETHER WITH ALL OF LOT 11, SAID MAYFAIR 2ND ADDITION REPLAT ONE. A SUBDIVISION LOCATED IN THE SE1/4 OF THE SE1/4, AND ALSO THE SE1/4 OF THE SE1/4, AND ALSO THE SW1/4 OF THE SE1/4 OF THE SE1/4, TOWNSHIP 18 NORTH, RANGE 12 EAST OF THE 6TH PR. MER., COUNTY OF NEBRASKA, ALSO KNOWN AS LOT 11A, MAYFAIR 2ND ADDITION REPLAT ONE. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

SAID PART OF LOT 10 AND ALL OF LOT 11, MAYFAIR 2ND ADDITION REPLAT ONE CONTAINS AN AREA OF 555,702 SQUARE FEET OR 12.757 ACRES, MORE OR LESS.

JASON HEADLEY	LS-604	DATE
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COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER _____ DATE _____

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF MAYFAIR 2ND ADDITION REPLAT SEVEN (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____, _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST _____

CHIT CHENA BELTOW

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF MAYFAIR 2ND ADDITION REPLAT SEVEN WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20_____.

COUNTY SURVEYOR / ENGINEER

Exhibit A

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



E & A CONSULTING GROUP, INC.
Engineering Answers

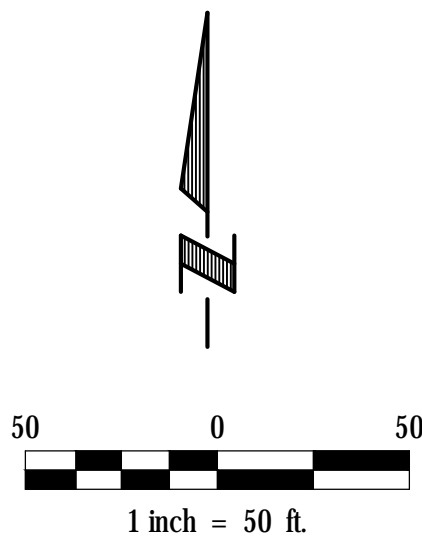
MAYFAIR 2ND ADDITION REPLAT SEVEN

LOTS 1 THRU 3 INCLUSIVE
LA VISTA, NEBRASKA

FINAL PLAT

Proj No:	P1987/054/067		
Date:	8/1/16		
Designed By:	MAW		
Drawn By:	JHA		
Scale:	1" = 100'		
Sheet:	1	of	1

K:\Projects\1997\054\p01\Pla\Final Design\FP-2ADD-RP-7-000.dwg

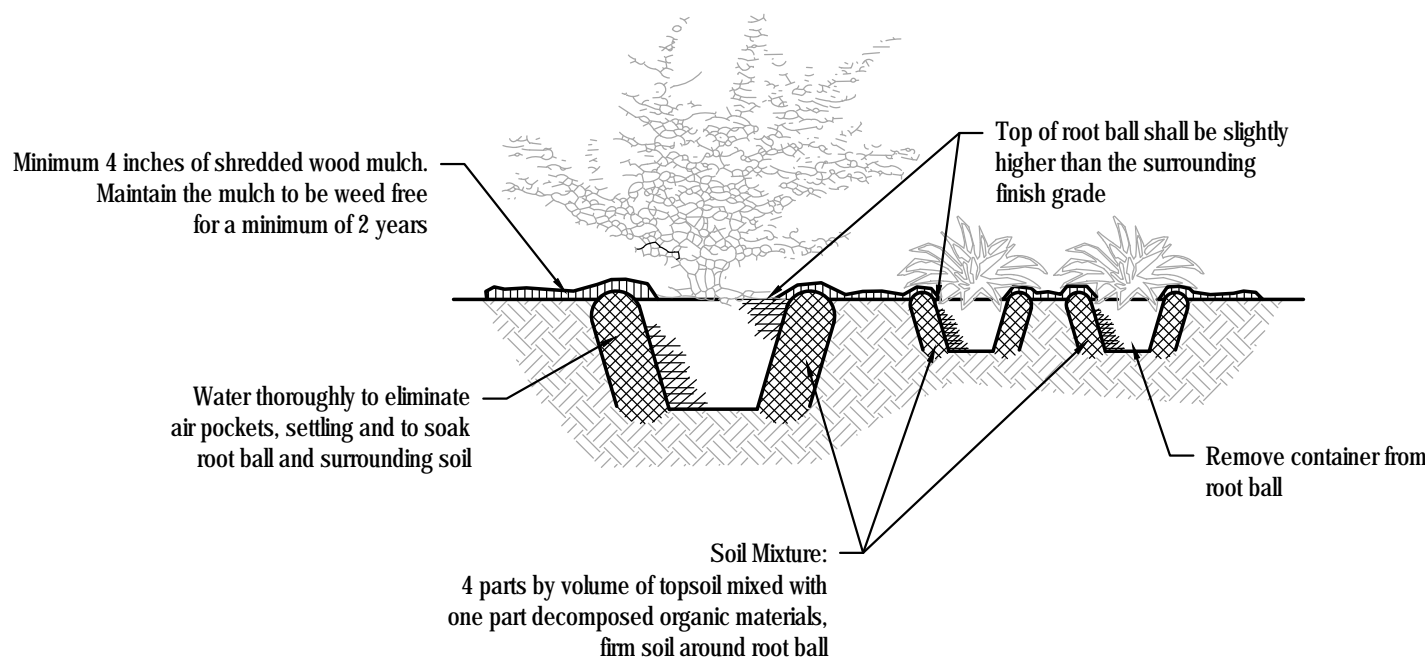


PLANT SCHEDULE

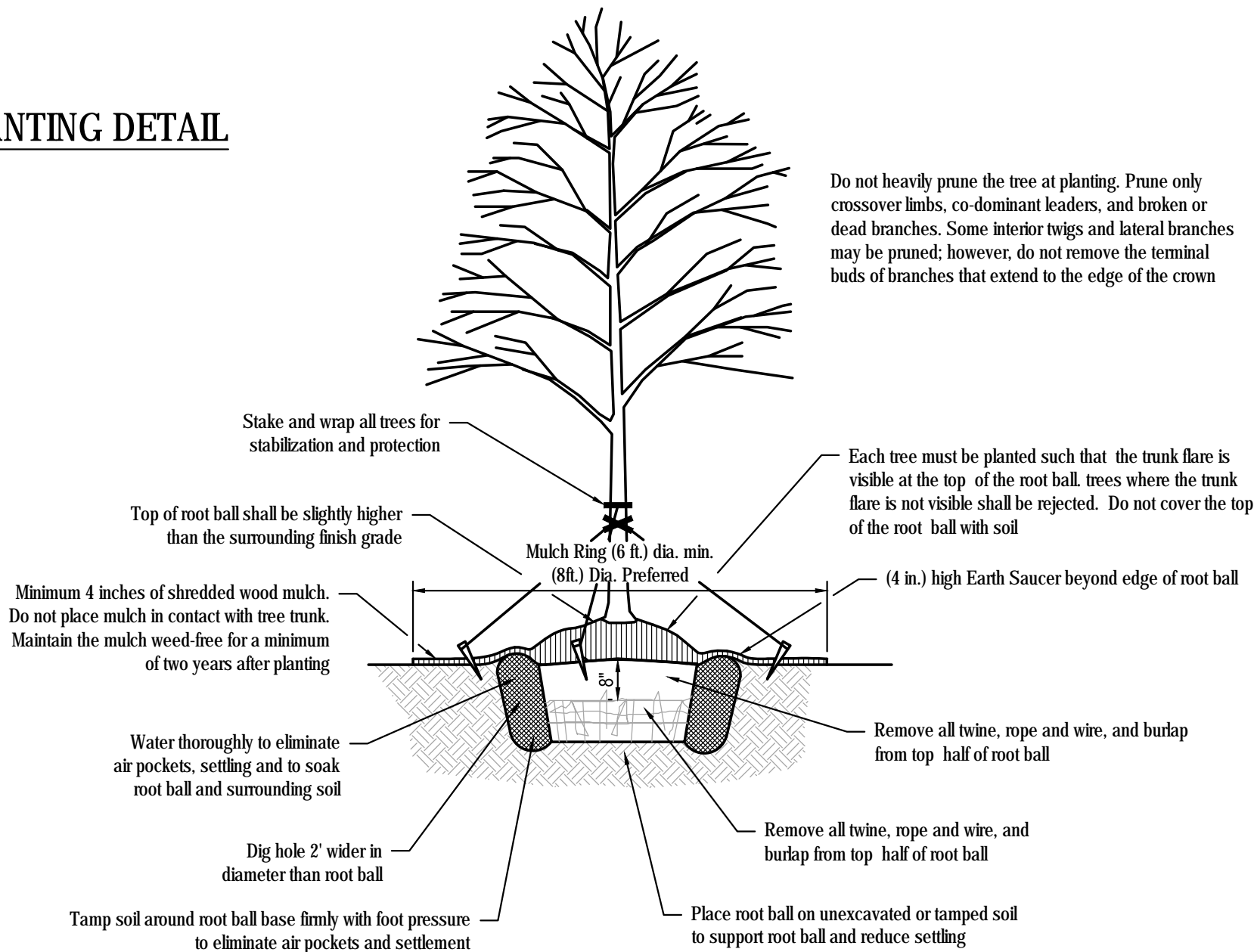
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
	31	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
	93	Viburnum dentatum	Arrowwood Viburnum	3 Gal.	Cont.

LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE

