

AGENDA ITEM 4D

Southport East Replat Fifteen



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

CASE NUMBERS: PRP23-0003;

FOR HEARING OF: JULY 6, 2023
REPORT PREPARED ON: JUNE 29, 2023

I. GENERAL INFORMATION

A. APPLICANT:

REV Development
1000 O Street, Suite 102
Lincoln, NE 68508

B. PROPERTY OWNER:

PayPal Inc
12312 Port Grace Blvd
La Vista, NE 68128

C. LOCATION: Northwest of the intersection of Port Grace Blvd and Southport Parkway.

D. LEGAL DESCRIPTION: Lots 5 and 6 Southport East (Proposed Lots 1 and 2 Southport East Replat 15)

E. REQUESTED ACTION(S): Replat of two lots into three to allow for commercial development.

F. EXISTING ZONING AND LAND USE: C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District); the property is currently vacant.

G. PURPOSE OF REQUEST: Authorize a Replat of two lots into three to allow for commercial development.

H. SIZE OF SITE: Approximately 7.12 acres.

II. BACKGROUND INFORMATION

A. **EXISTING CONDITION OF SITE:** The property is currently vacant with a gradual downward slope to the northeast.

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 with a Gateway Corridor Overlay (Overlay District);	Kiewit Corporation
East	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Securities America
South	Commercial	C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District);	My Place Hotel and Casey's
West	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	La Vista Conference Center

C. **RELEVANT CASE HISTORY:**

1. The original plat for Southport East was approved in April 2001.

D. **APPLICABLE REGULATIONS:**

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District.
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
3. La Vista Subdivision Regulations

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan designates the area for commercial uses.
2. The proposed project will meet Policy Work 1-3 of the La Vista Comprehensive Plan which reads: "Continue to market the City's existing business clusters, convention centers, hotels, and retail at Southport as well as quality of life factors that attract similar businesses."

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. Access to the property will be provided through a full access off of Port Grace Blvd as well as full access connection from S. 123rd Plaza.
2. Applicant has provided a traffic impact memo in relation to the development of this project. The study, dated June 5, 2023, finds that the site is expected to generate 2,348 daily trips, 115 AM peak hour trips, and 180 PM peak hour trips. The 2050 site capacity analysis finds that the individual movements related to this development will operate with a Level-Of-Service of C or better. No roadway improvements are recommended through this analysis.
3. A draft traffic impact memo is currently under review by the City's third-party consulting firm. Any proposed changes will be provided to the applicant to make adjustments and resubmit prior to the review of the development by City Council. The traffic impact memo is attached to this report.

D. UTILITIES:

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

E. PARKING REQUIREMENTS:

1. Parking requirements for Lot 1 and Lot 2 of the development are one stall per rental unit for each of the hotels proposed to be developed on these lots. Based on the total number of rental units depicted within the PUD Site Plan, a total of 223 stalls would be required based on the number of rental units projected. The PUD Site Plan depicts a total of 292 parking stalls in Lots 1 and 2 of the development.
2. Parking requirements for Lot 3 of the development is based on a ratio of 1 stall per 200 square feet of development for the proposed strip commercial building on the site. Based on the 10,456 square-foot building proposed on Lot 3, a total of 53 stalls would be required. The PUD Site Plan depicts a total of 116 stalls on this lot.
3. Overall the site depicts a total of 408 parking stalls, well above the 276 stalls required. Parking within this PUD

should be shared within Lots 1-3 to limit any possible off-site parking issues.

F. LANDSCAPING:

1. Review of the landscaping for any developments on this site will be handled through the Southport East Design Guidelines.

IV. REVIEW COMMENTS:

- A. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to proximity of the Millard Airport.
- B. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- C. All necessary easements will need to be finalized and recorded prior to the issuance of building permits.

V. STAFF RECOMMENDATION – PLANNED UNIT DEVELOPMENT SITE PLAN AMENDMENT:

Approval of the Replat of Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat 15, contingent upon satisfactory resolution of any remaining issues as required by the Community Development Director or City Engineer prior to City Council approval, as the PUD Site Plan request is consistent with the Comprehensive Plan and the Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

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

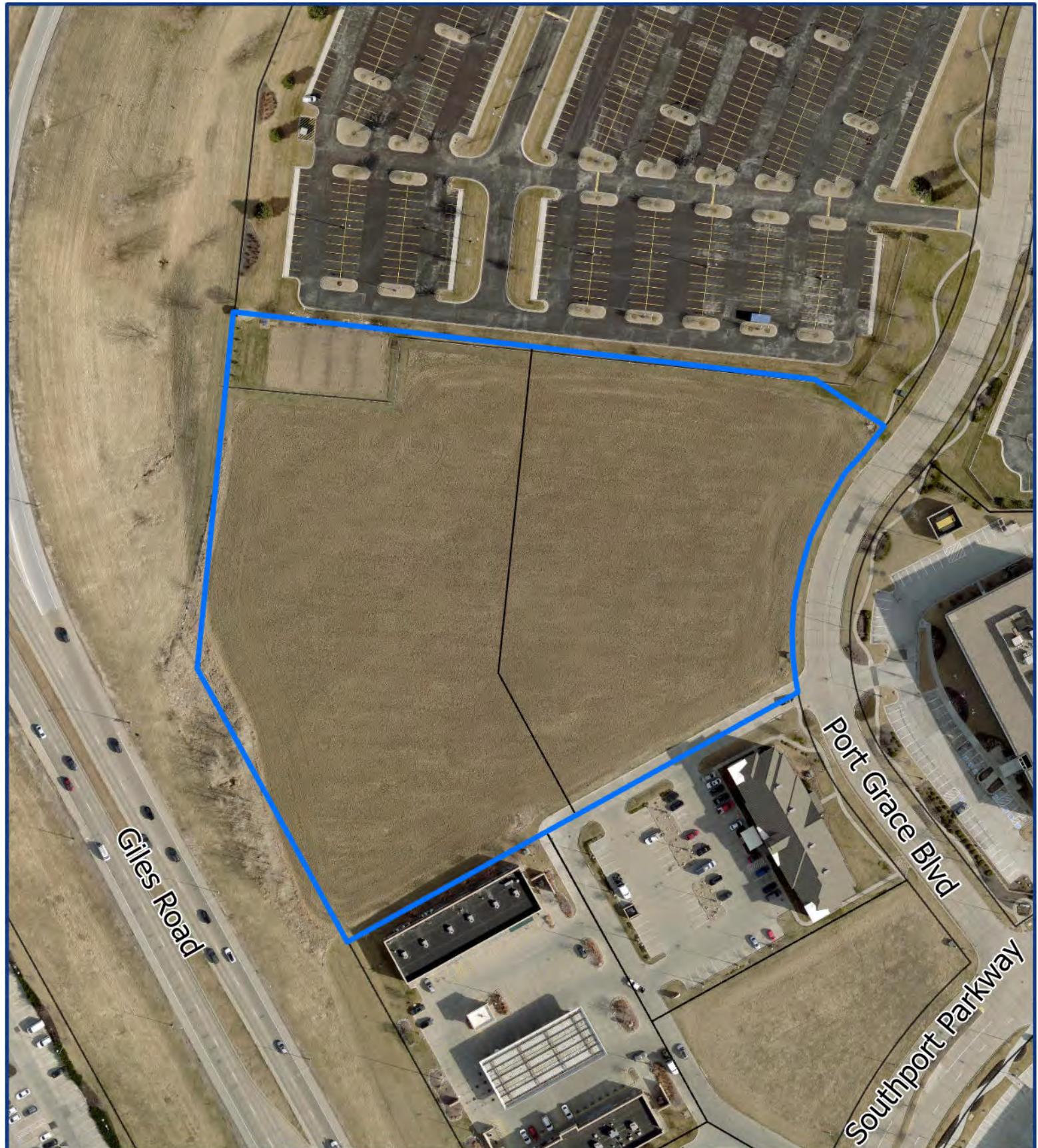
VIII. COPIES OF REPORT SENT TO:

- A. Justin Hernandez, REV Development
- B. Brian Emmerich, Olsson
- C. Public Upon Request

Prepared by: Deputy Community Development Director

Community Development Director

6/30/23
Date



Vicinity Map - Southport East Replat 15



Legend

 Replat Boundary





June 7, 2023

Brian Emmerich
Olsson Associates
2111 N 67th Street, Suite 200
Omaha, NE 68106

RE: REV Development – PUD, CUP & Replat Applications – Initial Review Letter
Lots 5-6 Southport East

Mr. Emmerich,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. Subdivision Regulations Section 3.03.03.10 – Please confirm the intent is to reduce and/or eliminate a portion of the 123rd Plaza Easement.
2. Subdivision Regulations Section 3.03.12 – Please label the book and page number of existing easements, including private easements, on the plan.
3. Subdivision Regulations Section 3.03.16 – Confirm if all three (3) lots are to be graded simultaneously. Over lot grading of all three lots will result in a disturbance greater than five (5) acres and may require additional grading BMPs.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 P
402.331.4375 F

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

Police
7701 S. 96th St.
402.331.1582 P
402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

4. Subdivision Regulations Section 3.03.19 – Please provide a Traffic Impact Analysis memo which confirms that the background increase travel demand is consistent with the updated traffic study for the Nebraska Multi Sport Complex dated February 2022, and that there are no operational concerns with the intersections of 123rd Plaza and Port Grace Plaza, or 123rd Plaza and Southport Plaza.
5. Subdivision Regulations Section 3.05.20.2 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
6. Subdivision Regulations Sections 3.05.04 & 3.05.19 – Surveyor's Certification needs to be updated to language consistent with the updated State Surveyor regulations.
7. Replat Submittal Sheet 2.0 – Confirm parallel and typical parking stall configurations are consistent with Article 7 of the Zoning Ordinance.
8. Replat Submittal Sheet 2.0 – Sidewalk easements will be required along Port Grace Boulevard for portions of the public sidewalk.

Planned Unit Development Application

9. Zoning Ordinance Section 5.15.03 – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District
10. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction, inclusive of a timeline according to the phasing exhibit as submitted.
11. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Analysis memo as noted in comment #4 above.
12. Zoning Ordinance Section 5.15.04.05 – Please see the attached email correspondence with the Papillion Fire Marshall's Office regarding changes to the development entrance locations in relation to Fire Codes.

13. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – Proper pedestrian access shall be provided between each building within the planned unit development. An ADA-compliant route for Lot 1 that considers the probable delay in the development of Lot 3 (Phase 2) should be included.
14. Zoning Ordinance Section 5.15.04.07 – Please provide the setback distances for the proposed monument sign in the northwest corner of the property. If there is an intent to provide multi-tenant signage in relation to the proposed strip-commercial use, please depict this as well. Also please note the constraints for signage as noted in Sections 7.01-7.04 of the Zoning Ordinance. Are any additional monument signs contemplated for any of the proposed uses?
15. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The Lot 3 parking statistics appear to be based on a hotel development on that lot.
16. Zoning Ordinance Section 5.15.04.13 – If common spaces are anticipated, including shared access drives, provisions for the proper maintenance and ownership shall be included in the submittal.
17. Zoning Ordinance Section 5.15.04.17 – The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please correct the setback along S 123rd Plaza accordingly.
18. Zoning Ordinance Section 5.15.05.02.2 – Please provide the height of the proposed structures.
19. Review and permitting from the FAA will likely be required due to the proximity of the development to the Millard Airport. This approval will be required prior to building permit issuance.
20. Zoning Ordinance 5.15.05.02.11 – Please depict details on the site plan for existing development on adjacent properties within 200 feet.

21. Zoning Ordinance Section 5.15.05.06 – Please include a vicinity map showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.
22. Zoning Ordinance Section 5.15.05.09 – Please submit copies of any restrictive covenants that are to be recorded with respect to the property included in the planned development district.

Holiday Inn CUP

23. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
24. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.
25. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

Residence Inn CUP

26. Zoning Ordinance Section 6.05.04 – Please provide a post-construction stormwater management plan (PCSMP) inclusive of a drainage report, and draft Maintenance Agreement and Easement for each applicable lot and/or phase.
27. Zoning Ordinance Section 6.05.04 – The parking stall count listed in the Operating Statement does not coincide with the parking stall count listed on the CUP Site Plan. Additionally, the CUP Site Plan includes parking statistics

for the adjoining lot. Please include only the parking statistics for the subject property of the CUP.

28. General Comment – Please make the following changes to the Existing and Proposed Zoning sections of the site plan:
 - a. Existing Zoning: C-3 / Gateway Corridor District
 - b. Proposed Zoning: C-3 / PUD / Gateway Corridor District

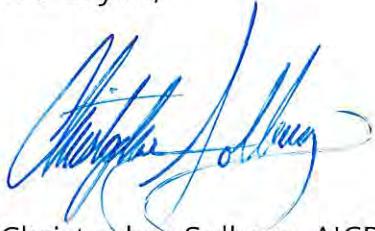
General Development Comments

29. Design Review – The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Southport East Design Guidelines prior to building permit approval. The full design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the preliminary landscaping plan. Please see the attached comments from the City's third-party Design Review Architect regarding the landscaping plan.
30. Please add parking lot light pole locations to the landscaping plans of the PUD/CUP plan sets in order to ensure there are no conflicts with the planting plan as presented.
31. Landscaping plans were submitted in relation to each of the proposed hotels, but not for the development as a whole. Please submit a Preliminary PUD Landscaping Plan for the entirety of the development that conforms to Section 7.17 of the Zoning Ordinance and the Southport East Design Guidelines.
32. Although the design review process will be conducted outside of the PUD/CUP process, colored versions of the draft elevations are included as exhibits within the CUP. Please include colored versions of the draft elevations with your next submittal.
33. A draft of the Conditional Use Permit for each of the proposed hotels will be provided upon review of the revised documents.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter.

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
City of La Vista
csolberg@cityoflavista.org
(402) 593-6400

cc:

Justin Hernandez, REV Development
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Associate City Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista
Garrett Delgado, Engineer Assistant – City of La Vista

Christopher Solberg

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:36 AM
To: Christopher Solberg
Subject: RE: [EXT] RE: [EXT] REV Development

Correct, they would lose the parking spaces, that is all.

[Steve Thornburg](#)
City of Papillion | Fire Marshal
10727 Chandler Rd. La Vista NE 68128
www.Papillion.org

O : 402-829-1398 | M : 402-943-8266



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From: Christopher Solberg <csolberg@cityoflavista.org>
Sent: Wednesday, June 7, 2023 10:20 AM
To: Steve Thornburg <sthornburg@papillion.org>
Subject: [EXT] RE: [EXT] REV Development

If they add an entrance at that point, in addition to the two existing ones, that would work too, right? The existing point on 123rd is the main logical traffic flow to Lot 1.

Christopher Solberg, AICP
City of La Vista | Deputy Community Development Director

From: Steve Thornburg <sthornburg@papillion.org>
Sent: Wednesday, June 7, 2023 10:11 AM
To: Christopher Solberg <csolberg@cityoflavista.org>
Subject: RE: [EXT] REV Development

Chris,

The code sections for the comment are NFPA 1 18.2.3.3 and IFC D106.3. The IFC appendix is not adopted in La Vista but gives guidance on measuring the distance between access points. If the access point moves to the west on 123rd to the corner, they meet the separation that would be acceptable.

Steve Thomburg
City of Papillion | Fire Marshal
10727 Chandler Rd. La Vista NE 68128
www.Papillion.org

O : 402-829-1398 | M : 402-943-8266



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From: Christopher Solberg <[cсолberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)>
Sent: Wednesday, June 7, 2023 8:47 AM
To: Steve Thomburg <sthomburg@papillion.org>
Cc: Cale Brodersen <cbrodersen@cityoflavista.org>
Subject: [EXT] REV Development

Good Morning Steve,

We are working on the comment letter to REV Development for their proposed PUD in our Southport East area. Can you please provide me with the code reference number in relation to your comment (attached) so that I can include it in the review letter?

Thanks,

Christopher Solberg, AICP
City of La Vista | Deputy Community Development Director

402.593.6400 (Office)
8116 Park View Blvd. | La Vista, NE 68128
CityofLaVista.org

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June 6, 2023

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

RE: Southport East - Port Grace & 123rd Landscape Review - Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 5/23/2022. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport East Design Guidelines.

General:

1. The following drawings were submitted:
 - a. L1.0 Landscape Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Drawings:

1. Landscaping
 - i. No site dimensions are included to determine compliance with 6.1.D, which requires ten (10) foot wide landscaped, turfed (sodded or seeded) and irrigated green space along all interior lot lines shown in Appendix E.
 - ii. Per appendix G, the following proposed plants are not included in the approved list:
 1. Autumn Blaze Maple
 2. Bloodgood London Plane Tree
 3. Silver Linden
 4. Maney Juniper
 5. Karl Foerster Feather Reed GrassRevise to comply with Appendix G.
 - iii. Per Appendix G, trees shall have a minimum caliper of 3". Trees proposed on plant schedule have a caliper ranging from 2 to 2.5". Revise to comply with Appendix G.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals. Southport East Design Guideline Requirements not specifically discussed above are in compliance but subject to further review pending resubmittal.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6377 direct
dkerns@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.



Dan Kerns, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader

Conceptual Post Construction Stormwater Management Plan

Project Name: Southport East – REV Development Lot 1

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 2.37 acres

Acreage Draining to Underground Detention: 2.37 acres

Required Water Quality Treatment Volume: (Drainage Area) * 1,815 CF/AC
(2.37 AC) * 1,815 CF/AC = **4,302 CF**

Water Quality Treatment Volume to be Provided: **6,334 CF**

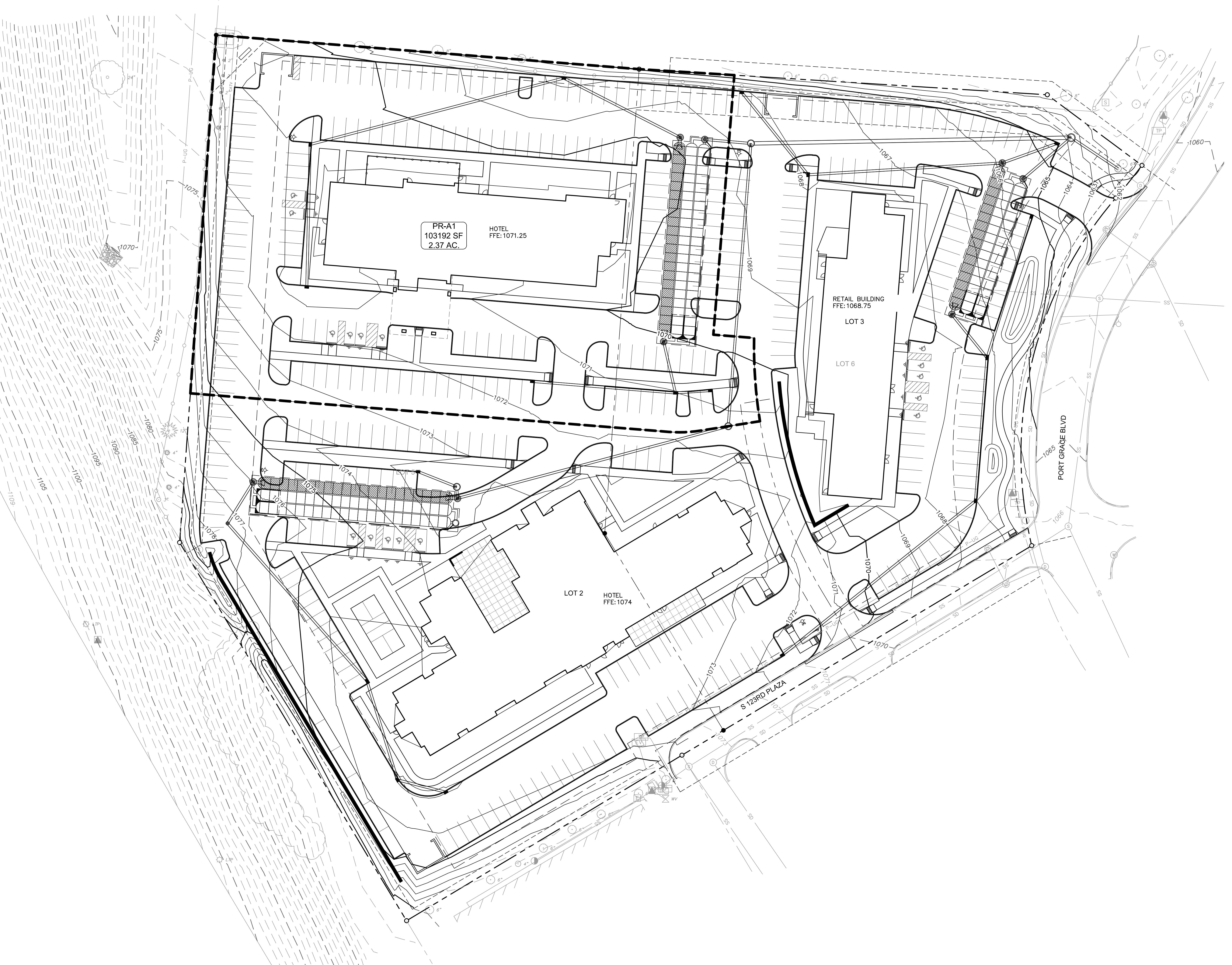
Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123rd Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123rd Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and “no net increase” for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.



LEGEND

- EXISTING BOUNDARY
- PROPOSED LOTS
- PROPERTY SETBACK
- PROPOSED STORM SEWER
- XXXX — EXISTING MAJOR CONTOUR
- XXXX — EXISTING MINOR CONTOUR
- XXXX — PROPOSED MAJOR CONTOUR
- XXXX — PROPOSED MINOR CONTOUR
- PROPOSED BASIN BOUNDARY
- DRAINAGE BASIN NAME
- DRAINAGE BASIN AREA
- DRAINAGE FLOW PATH

olsson

Engineering - Nebraska CO. #CA-6538

2111 South 47th Street

Omaha, NE 68106

TEL 402.341.1116

www.olsson.com

REVISIONS	REVISIONS DESCRIPTION	DATE	NO.

EXISTING DRAINAGE BASIN EXHIBIT
 LOT 1
 SOUTHPORT EAST
 PORT GRACE BLVD & S. 123RD PLAZA
 LA
 LAVISTA, NE

drawn by:
 checked by:
 project no.: 023-00212
 drawing no.: 023-00212
 date: 06.08.23
 KA
 OAC/CC
 023-00212
 06.08.23
 SHEET
 A

0' 15' 30' 60'
 SCALE IN FEET

[Space above the line for recording data]

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT

WHEREAS, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Southport East – REV Development Lot 1 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one or more) is the owner of Southport East – REV Development Lot 1 (hereinafter referred to as "the Property"), and,

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

WHEREAS, the Post Construction Stormwater Management Plan, TBD, Southport East – REV Development Lot 1, (hereinafter referred to as "PCSMP"), should be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista
2. or its designee.
3. The Property Owner must develop and provide the "BMP Maintenance Requirements," attached here to as Exhibit "B," which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.

4. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct, and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
5. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents, and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.

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

7. The Property Owner shall not obligate the City of La Vista to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies, and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner

and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of La Vista and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.

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

IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this
____ day of _____, 2023.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Name of Individual, Partnership and/or Corporation

Name

Title

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

State _____)

County _____)

On this ___ day of ____, 2023 before me, a Notary Public, in and for said County, personally came the above named:

By:

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

WITNESS my hand and Notarial Seal the day and year last abovewritten.

Notary Public

Notary Seal

Exhibit “A”

Real Property Depiction

PROJECT INFORMATION

Legal Description: Southport East – REV Development Lot 1
Property Address: Port Grace Blvd & S. 123rd Plaza
Subdivision Name: Southport East Replat 15 Lot 1
Sect.-Town-Rng.: 14-12-18

APPLICANT INFORMATION

Business Name: REV Development LLC
Business Address: 1000 O St Ste 1, Lincoln, NE 68510
Contact Representative's Name: Derek Zimmerman
Contact Representative's Phone Number: 402-416-6830
Signing Representative's Name: Derek Zimmerman

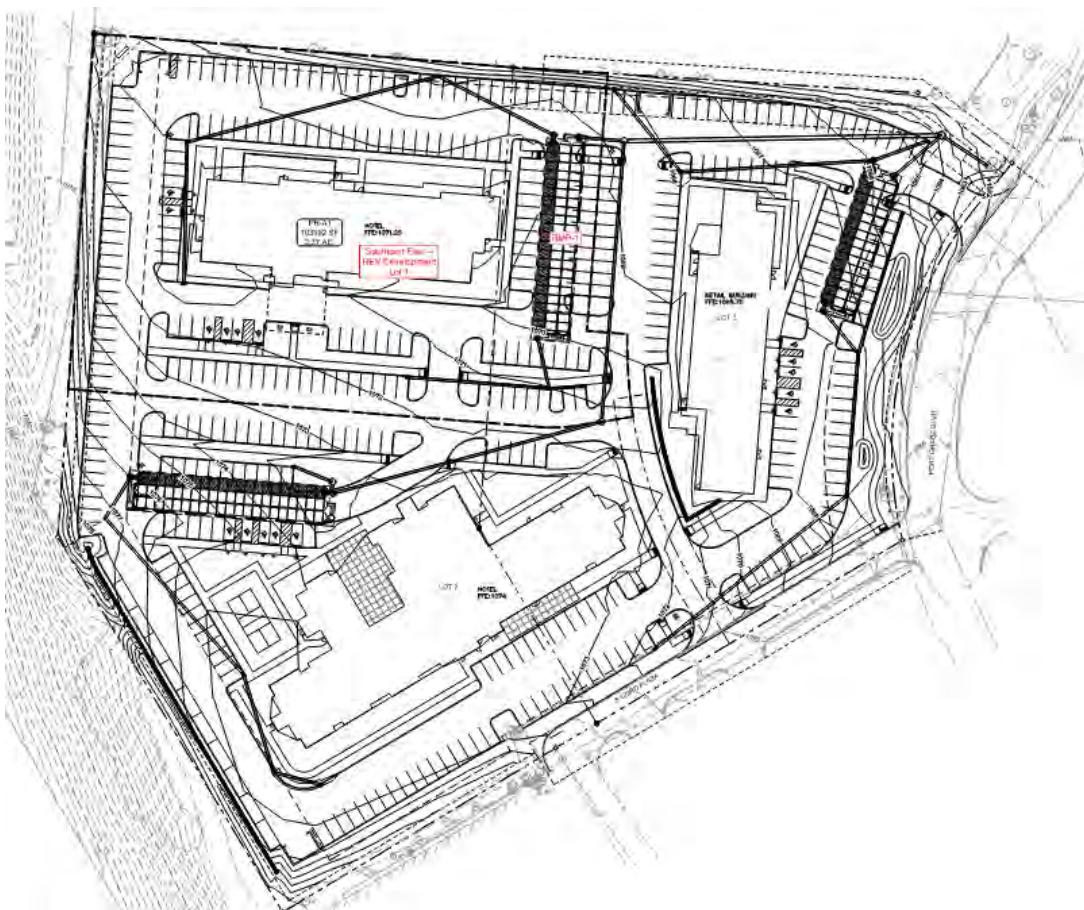


Exhibit “B”

BMP Maintenance Requirements

Name & Location

Project Name: Southport East – REV Development Lot 1

Address: Southport East Replat 15 Lot 1

PCWP Project Number: TBD

PWD Building Permit #: N/A

PCSMP Project Number: TBD

Site Data

Total Site Area: 2.37 ac

Total Disturbed Area: 2.37 ac

Total Undisturbed Area: 0 ac

Impervious Area Before Construction: 0%

Impervious Area After Construction: 80%

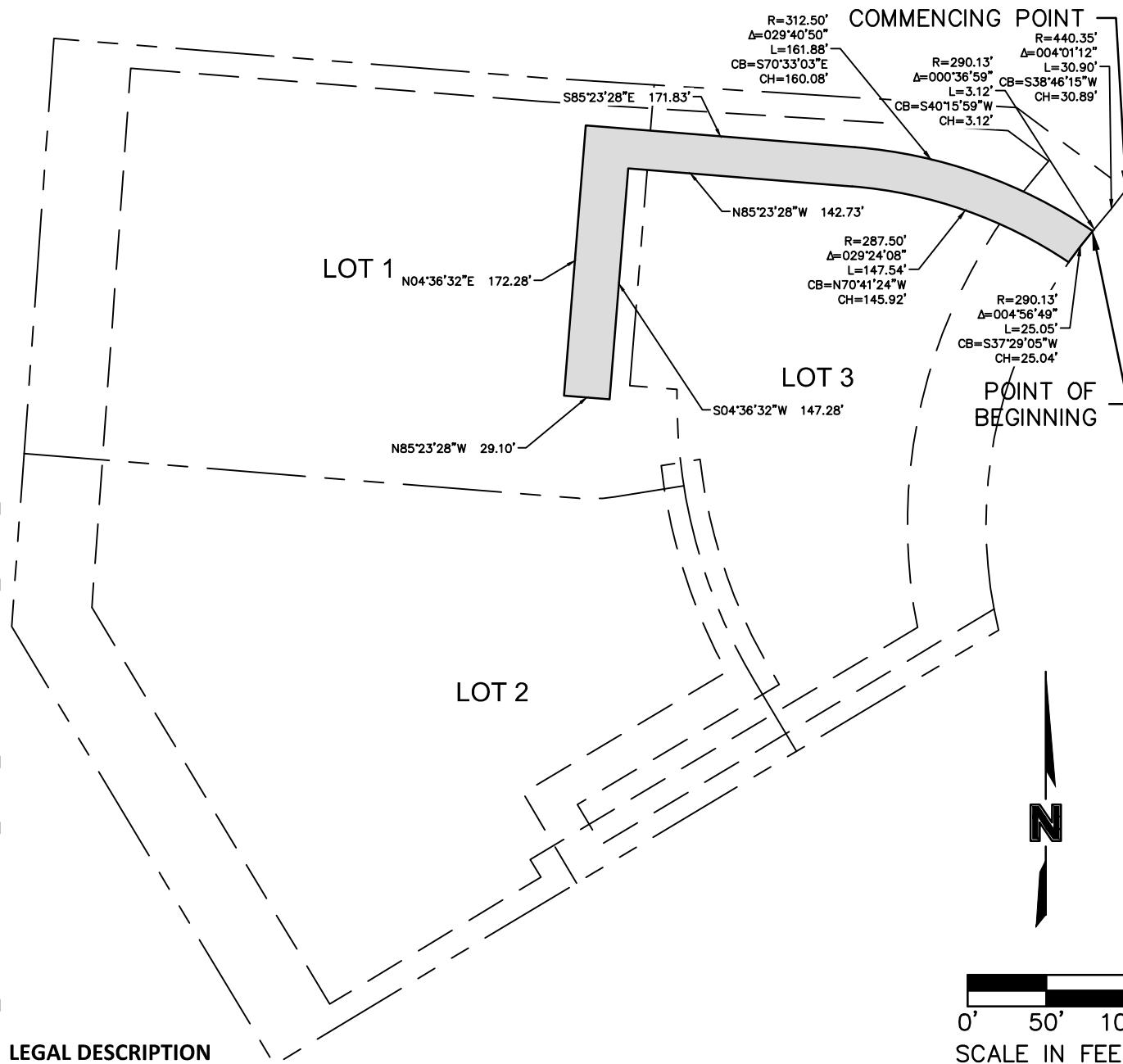
BMP Information

BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 11' 1 "N 96° 6' 20"W

BMP Type (Underground Chamber System)	
Task	Schedule
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
Inspect Isolator Rows	Every six months for the first year of operation and adjusted to a maximum of once per year based on previous observation of sediment deposition.
Clean Isolator Rows	Once sediment exceeds three inches throughout the length of the isolator row, cleanout should be performed.
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Grate inlet inspected and cleanout	Monthly
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipe or structures	As needed
Task	Schedule

Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.



LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 18 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE EASTERNMOST CORNER OF LOT 3, SOUTHPORT EAST REPLAT FIFTEEN; THENCE ON SAID CORNER OF LOT 3 A CURVE TURNING TO THE LEFT THROUGH 04DEGREES 01MINUTES 12SECONDS, HAVING A RADIUS OF 440.35 FEET, AND WHOSE LONG CHORD BEARS S 38DEGREES 46MINUTES 15SECONDS W FOR A DISTANCE OF 30.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00DEGREES 36MINUTES 59SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 40DEGREES 15MINUTES 59SECONDS W FOR A DISTANCE OF 3.12 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING**; THENCE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 04DEGREES 56MINUTES 49SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 37DEGREES 29MINUTES 05SECONDS W FOR A DISTANCE OF 25.04 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 29DEGREES 24MINUTES 08SECONDS, HAVING A RADIUS OF 287.50 FEET, AND WHOSE LONG CHORD BEARS N 70DEGREES 41MINUTES 24SECONDS W FOR A DISTANCE OF 147.54 FEET TO THE BEGINNING OF A LINE. THENCE, N 85DEGREES 23MINUTES 28SECONDS W FOR A DISTANCE OF 142.73 FEET TO A POINT ON A LINE.

THENCE, S 04DEGREES 36MINUTES 32SECONDS W FOR A DISTANCE OF 147.28 FEET TO A POINT ON A LINE. THENCE, N 85DEGREES 23MINUTES 28SECONDS W FOR A DISTANCE OF 29.10 FEET TO A POINT ON A LINE. THENCE, N 04DEGREES 36MINUTES 32SECONDS E FOR A DISTANCE OF 172.28 FEET TO A POINT ON A LINE. THENCE, S 85DEGREES 23MINUTES 28SECONDS E FOR A DISTANCE OF 171.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 29DEGREES 40MINUTES 50SECONDS, HAVING A RADIUS OF 312.50 FEET, AND WHOSE LONG CHORD BEARS S 70DEGREES 33MINUTES 03SECONDS E FOR A DISTANCE OF 161.88 FEET TO THE **POINT OF BEGINNING**.

SAID BOUNDARY CONTAINS A CALCULATED ARE OF 12,444.77 SQUARE FEET OR 0.286 ACRES, MORE OR LESS.

PROJECT NO: 023-00212

DRAWN BY: KA

DATE: 06/13/2023

PERMANENT STORM
SEWER EASEMENT

olsson

2111 South 67th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116

EXHIBIT

Conceptual Post Construction Stormwater Management Plan

Project Name: Southport East – REV Development Lot 2

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 2.79 acres

Acreage Draining to Underground Detention: 2.79 acres

Required Water Quality Treatment Volume: (Drainage Area) * 1,815 CF/AC
(2.79 AC) * 1,815 CF/AC = **5,064 CF**

Water Quality Treatment Volume to be Provided: **6,334 CF**

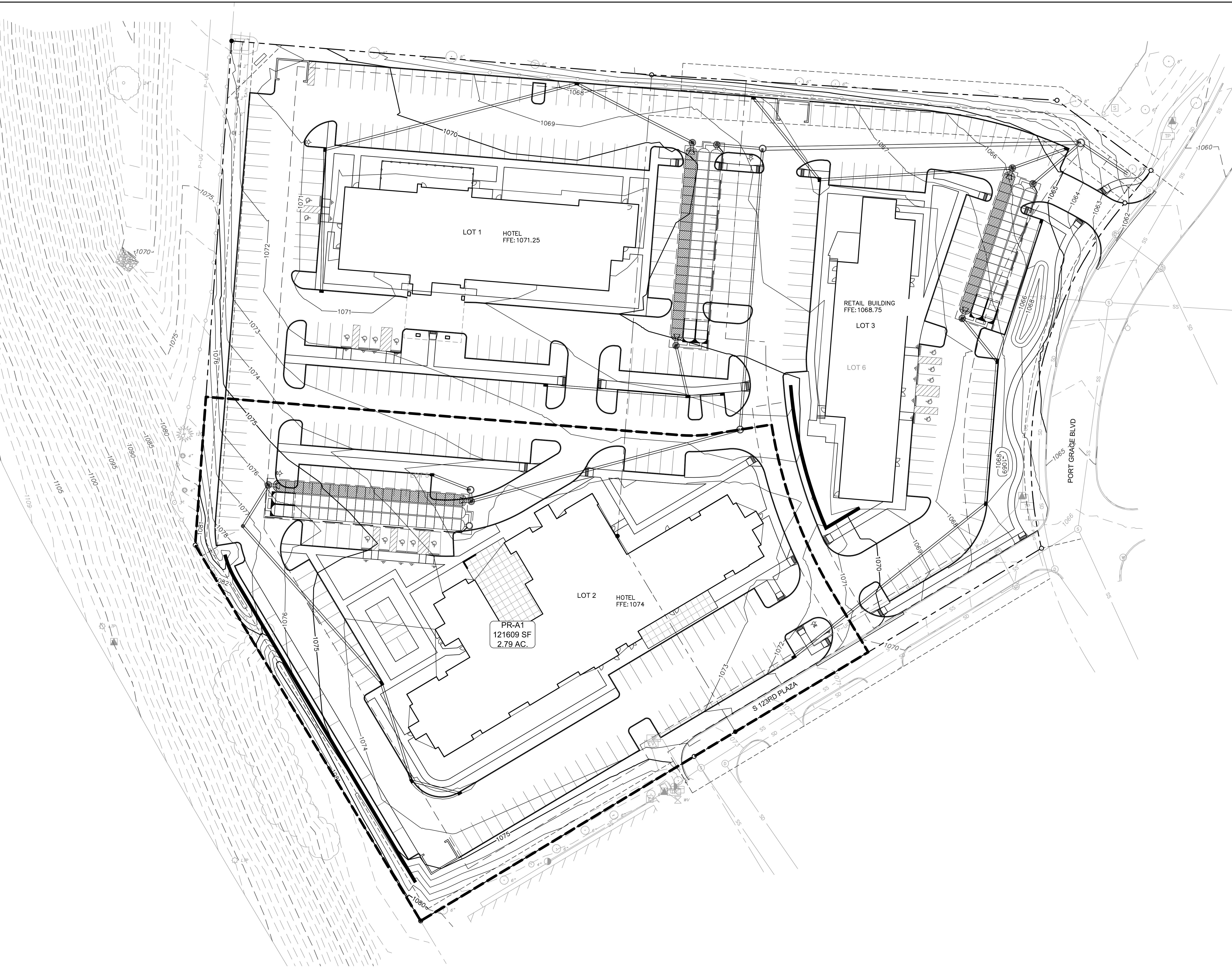
Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123rd Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123rd Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and “no net increase” for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.



LEGEND

- EXISTING BOUNDARY
- PROPOSED LOTS
- PROPERTY SETBACK
- PROPOSED STORM SEWER
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED BASIN BOUNDARY
- DRAINAGE BASIN NAME
- DRAINAGE BASIN AREA
- DRAINAGE FLOW PATH

olsson

Engineering - Nebraska CO. #CA-6538

2111 South 77th Street

Omaha, NE 68106

TEL 402.341.1116

www.olsson.com

REVISIONS	REVISIONS DESCRIPTION	DATE	NO.
2023	EXISTING DRAINAGE BASIN EXHIBIT LOT 1 SOUTHPORT EAST PORT GRACE BLVD & S. 123RD PLAZA LA LAVISTA, NE		

0' 15' 30' 60'
SCALE IN FEET

SHEET A

[Space above the line for recording data]

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT

WHEREAS, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Southport East – REV Development Lot 2 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one or more) is the owner of Southport East – REV Development Lot 2 (hereinafter referred to as "the Property"), and,

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

WHEREAS, the Post Construction Stormwater Management Plan, TBD, Southport East – REV Development Lot 2, (hereinafter referred to as "PCSMP"), should be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista
2. or its designee.
3. The Property Owner must develop and provide the "BMP Maintenance Requirements," attached here to as Exhibit "B," which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.

4. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct, and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
5. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents, and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.

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

7. The Property Owner shall not obligate the City of La Vista to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies, and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner

and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of La Vista and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.

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

IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this
____ day of _____, 2023.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Name of Individual, Partnership and/or Corporation

Name

Title

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

State _____)

County _____)

On this ___ day of ____, 2023 before me, a Notary Public, in and for said County, personally came the above named:

By:

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

WITNESS my hand and Notarial Seal the day and year last abovewritten.

Notary Public

Notary Seal

Exhibit “A”

Real Property Depiction

PROJECT INFORMATION

Legal Description: Southport East – REV Development Lot 2
Property Address: Port Grace Blvd & S. 123rd Plaza
Subdivision Name: Southport East Replat 15 Lot 2
Sect.-Town-Rng.: 14-12-18

APPLICANT INFORMATION

Business Name: REV Development LLC
Business Address: 1000 O St Ste 1, Lincoln, NE 68510
Contact Representative's Name: Derek Zimmerman
Contact Representative's Phone Number: 402-416-6830
Signing Representative's Name: Derek Zimmerman

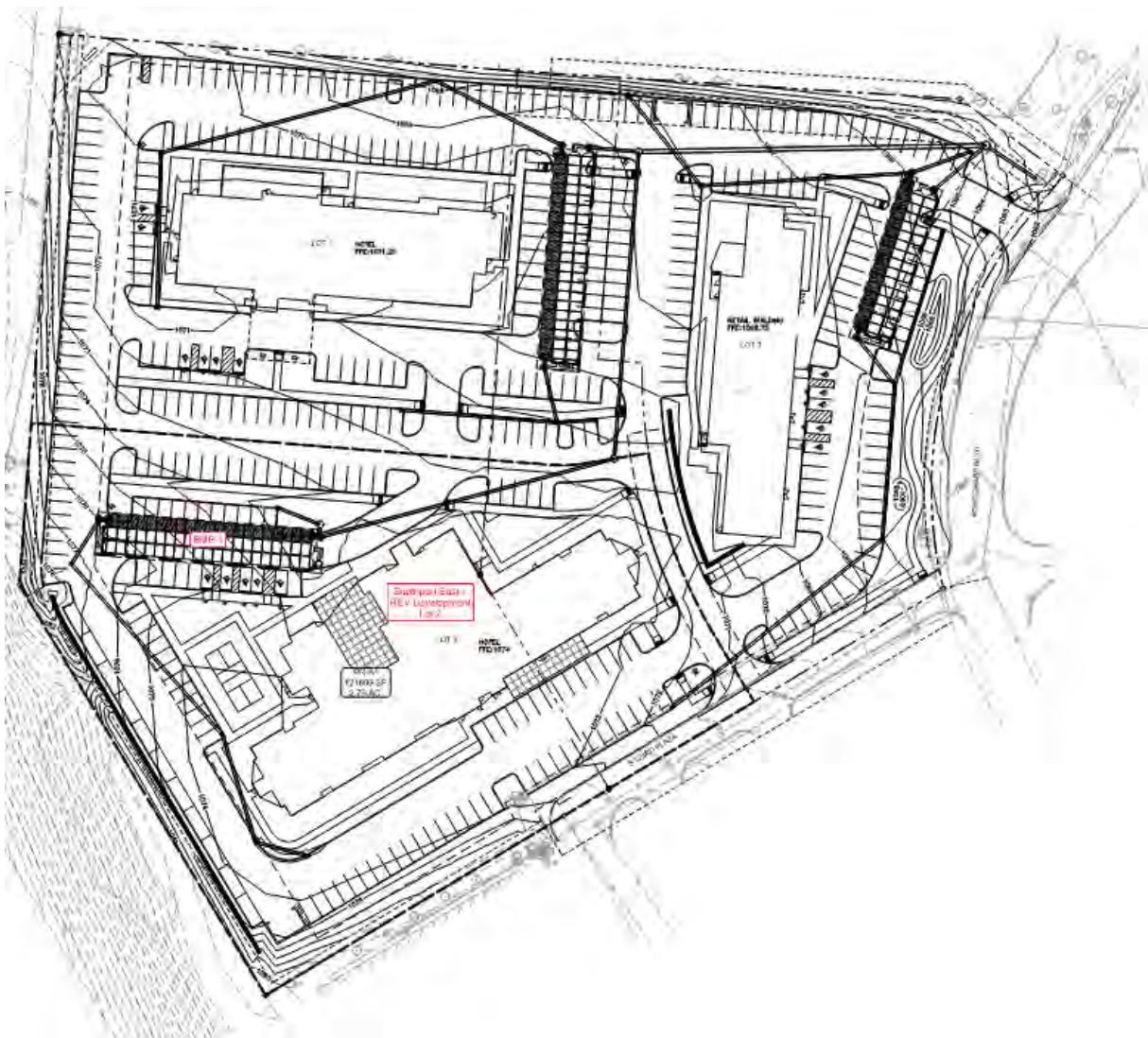


Exhibit “B”

BMP Maintenance Requirements

Name & Location

Project Name: Southport East – REV Development Lot 2

Address: Southport East Replat 15 Lot 2

PCWP Project Number: TBD

PWD Building Permit #: N/A

PCSMP Project Number: TBD

Site Data

Total Site Area: 2.79 ac

Total Disturbed Area: 2.79 ac

Total Undisturbed Area: 0 ac

Impervious Area Before Construction: 0%

Impervious Area After Construction: 72%

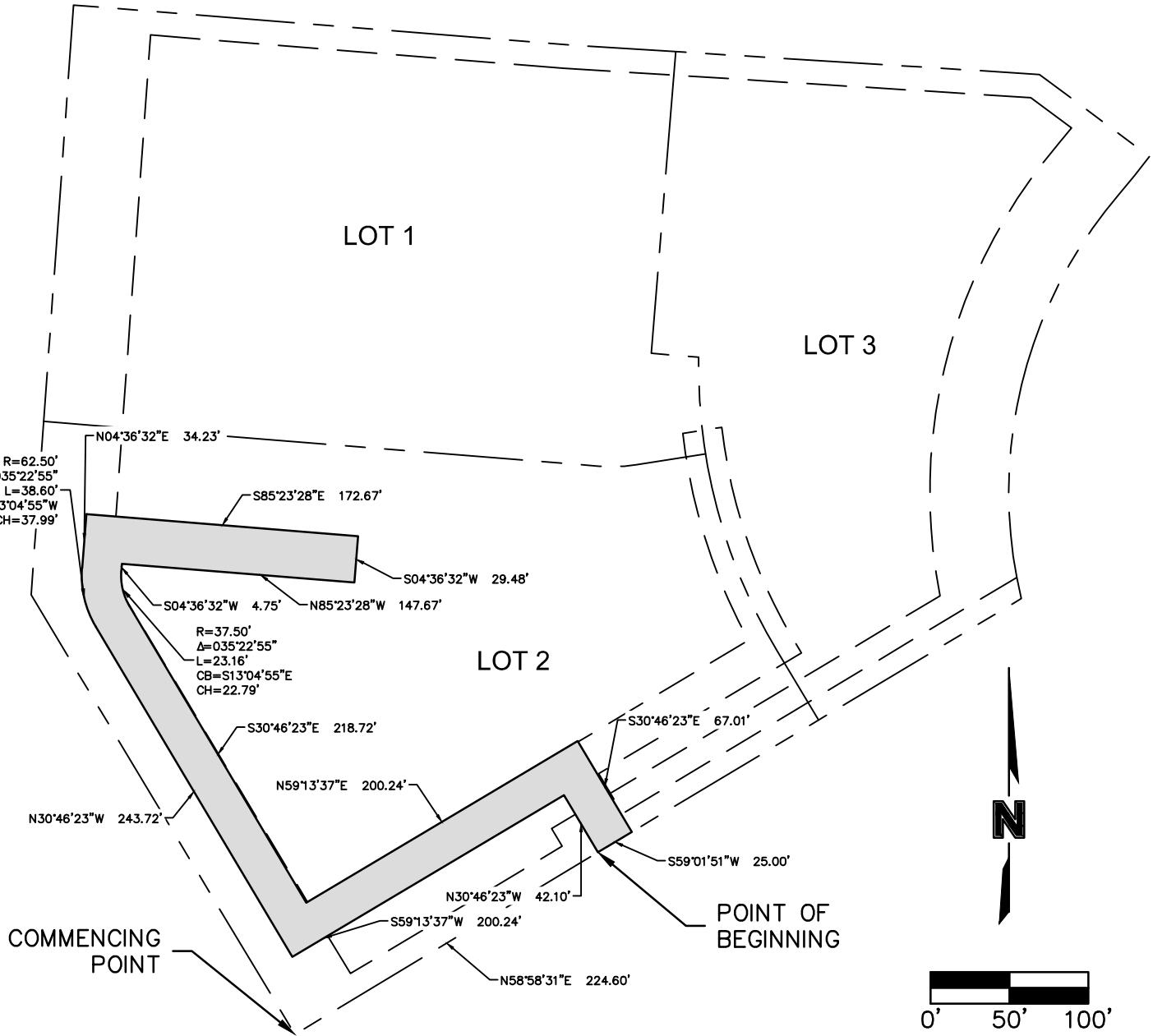
BMP Information

BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 10' 59"N 96° 6' 23 "W

BMP Type (Underground Chamber System)	
Task	Schedule
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
Inspect Isolator Rows	Every six months for the first year of operation and adjusted to a maximum of once per year based on previous observation of sediment deposition.
Clean Isolator Rows	Once sediment exceeds three inches throughout the length of the isolator row, cleanout should be performed.
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Grate inlet inspected and cleanout	Monthly
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipe or structures	As needed
Task	Schedule

Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.



Conceptual Post Construction Stormwater Management Plan

Project Name: Southport East – REV Development Lot 3

PCSMP Number: TBD

Subdivision Name: Southport East Replat 15

Total Site Acreage: 1.98 acres

Acreage Draining to Underground Detention: 1.98 acres

Required Water Quality Treatment Volume: (Drainage Area) * 1,815 CF/AC
(1.98 AC) * 1,815 CF/AC = **3,594 CF**

Water Quality Treatment Volume to be Provided: **4,887 CF**

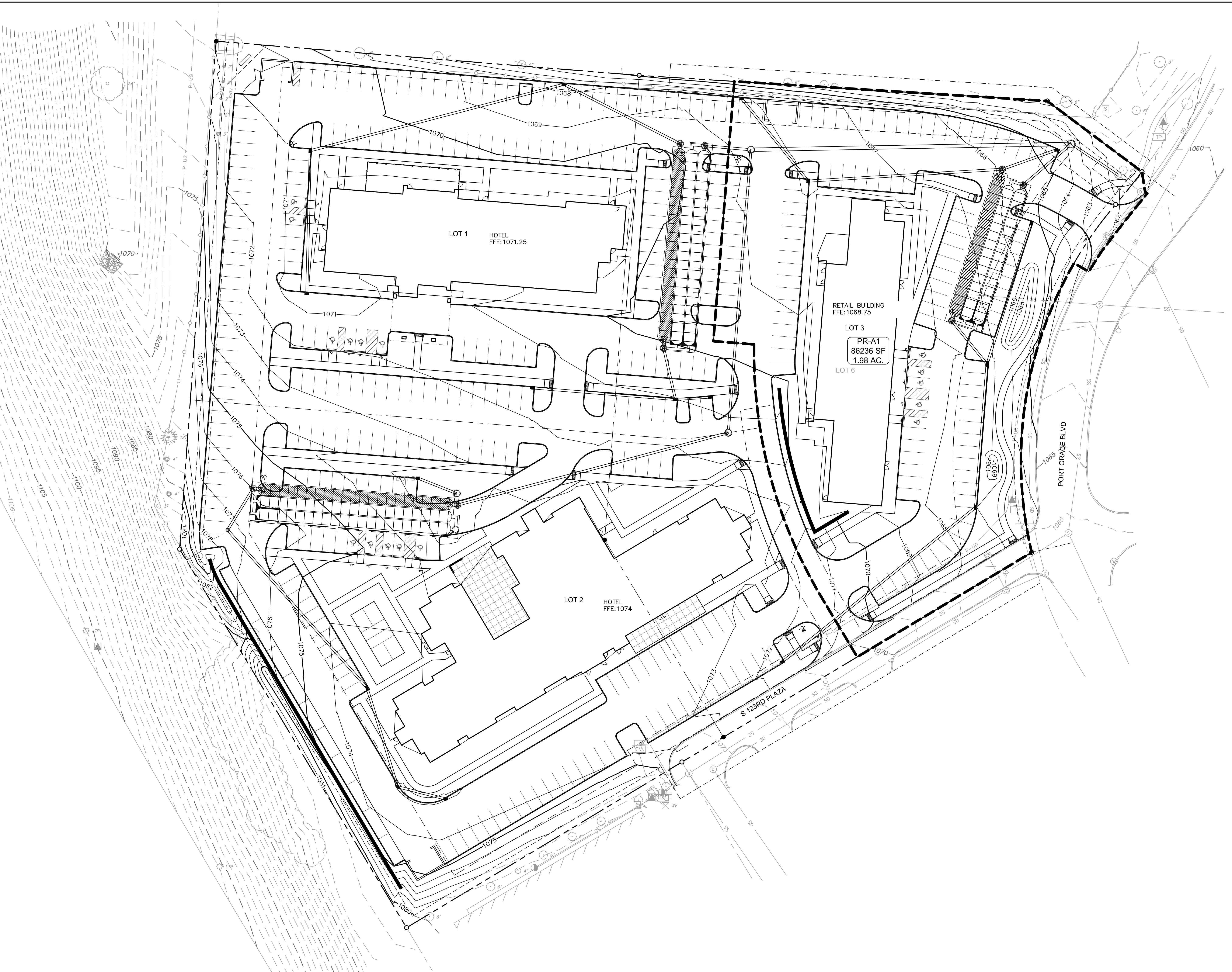
Drainage and Treatment Summary

The project is located at the northwest corner of the intersection of Port Grace Blvd and S. 123rd Plaza. The existing site is entirely pervious open greenspace. The existing site has two drainage curb inlets located along Port Grace Blvd and two drainage curb inlets along S. 123rd Plaza, along with an area inlet near Port Grace Blvd. The existing inlets in the public right-of-way ultimately drain to an existing culvert and flows into the West Papillion Creek at Eastport Pkwy and Harrison Street.

The proposed site drainage philosophy will generally match the existing site flow pattern. The proposed system includes an underground detention bed that will detain and treat water quality for this lot. Stormwater runoff will drain to proposed inlets throughout the development, routed to the underground detention bed conveyed through the private storm sewer system, and connect into the existing storm sewer system in Port Grace Blvd at the northeast corner of the site.

The requirement for the Papillion Creek Watershed Partnership (PWCP) is to treat the first ½" runoff volume and “no net increase” for the 2, 10, and 100-year storm events. Per the La Vista Municipal Code, for significant redevelopment sites, the calculation of the area requiring control of the first one-half inch of runoff shall be based only on the impervious area of the project site that is being added or replaced. The design will include calculations showing that water quality treatment will be provided and detention will be provided as necessary.

Please refer to the attached PCSMP exhibit for further information.



LEGEND

- EXISTING BOUNDARY
- PROPOSED LOTS
- PROPERTY SETBACK
- PROPOSED STORM SEWER
- XXXX — EXISTING MAJOR CONTOUR
- XXXX — EXISTING MINOR CONTOUR
- XXXX — PROPOSED MAJOR CONTOUR
- XXXX — PROPOSED MINOR CONTOUR
- PROPOSED BASIN BOUNDARY
- DRAINAGE BASIN NAME
- DRAINAGE BASIN AREA
- DRAINAGE FLOW PATH

olsson

Engineering - Nebraska CO. 40CA-6538

2111 South 47th Street

Omaha, NE 68106

TEL 402.341.1116

www.olsson.com

REVISIONS	REVISIONS DESCRIPTION	DATE	NO.
2023	EXISTING DRAINAGE BASIN EXHIBIT LOT 1 SOUTHPORT EAST PORT GRACE BLVD & S. 123RD PLAZA LA LAVISTA, NE		

0' 15' 30' 60'
SCALE IN FEET

SHEET A

[Space above the line for recording data]

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT

WHEREAS, REV Development LLC, recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Southport East – REV Development Lot 3 in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one or more) is the owner of Southport East – REV Development Lot 3 (hereinafter referred to as "the Property"), and,

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

WHEREAS, the Post Construction Stormwater Management Plan, TBD, Southport East – REV Development Lot 3, (hereinafter referred to as "PCSMP"), should be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista
2. or its designee.
3. The Property Owner must develop and provide the "BMP Maintenance Requirements," attached here to as Exhibit "B," which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.

4. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct, and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
5. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents, and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.
6. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of La Vista or its designee in its sole discretion, the City of La Vista or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of La Vista or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.

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and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of La Vista and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.

9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of La Vista to enforce any of its ordinances as authorized by law.
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IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this
____ day of _____, 2023.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Name of Individual, Partnership and/or Corporation

Name

Title

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

State _____)

County _____)

On this ___ day of ____, 2023 before me, a Notary Public, in and for said County, personally came the above named:

By:

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

WITNESS my hand and Notarial Seal the day and year last abovewritten.

Notary Public

Notary Seal

Exhibit "A"

Real Property Depiction

PROJECT INFORMATION

Legal Description: Southport East – REV Development Lot 3
Property Address: Port Grace Blvd & S. 123rd Plaza
Subdivision Name: Southport East Replat 15 Lot 3
Sect.-Town-Rng.: 14-12-18

APPLICANT INFORMATION

Business Name: REV Development LLC
Business Address: 1000 O St Ste 1, Lincoln, NE 68510
Contact Representative's Name: Derek Zimmerman
Contact Representative's Phone Number: 402-416-6830
Signing Representative's Name: Derek Zimmerman

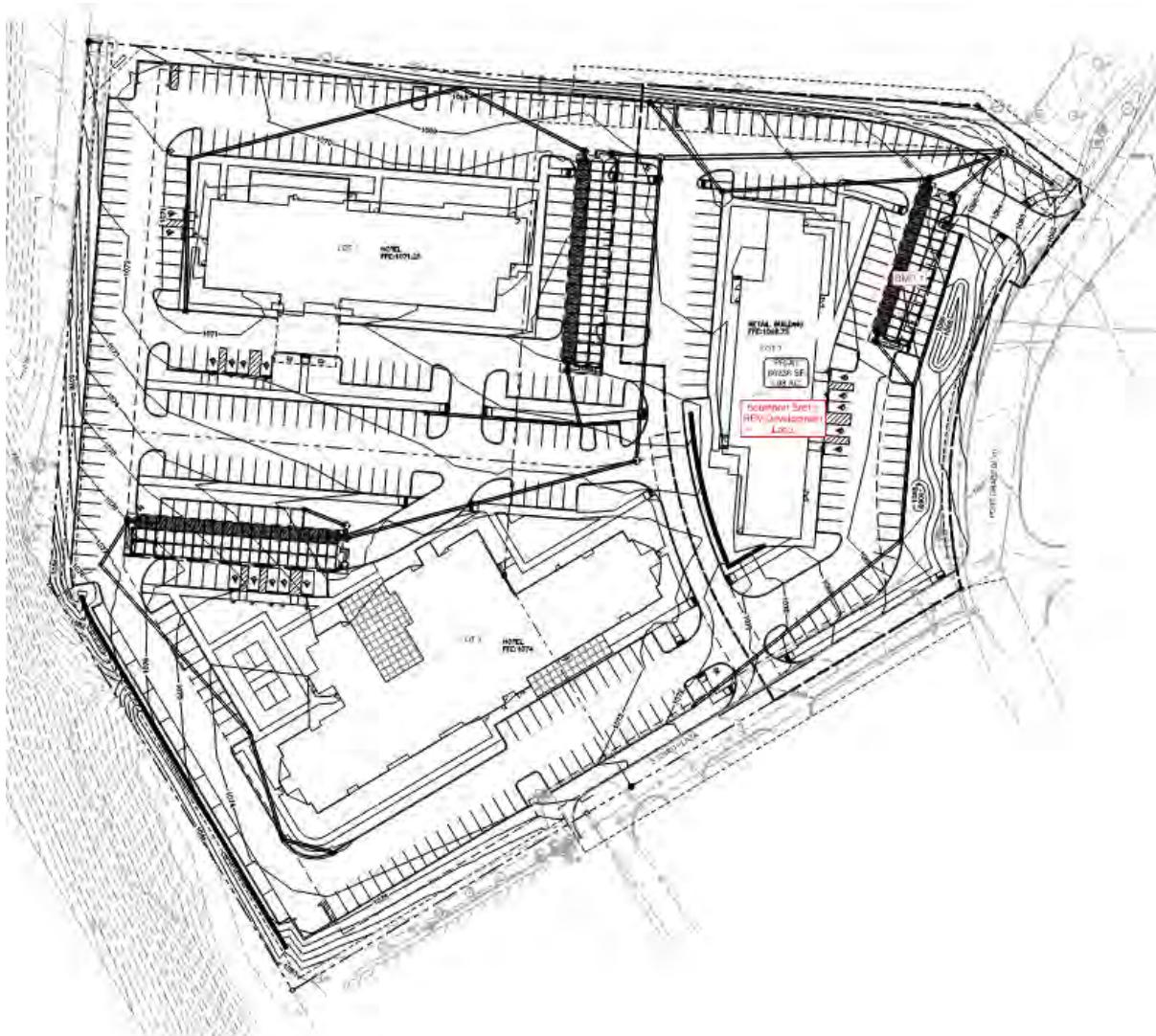


Exhibit “B”

BMP Maintenance Requirements

Name & Location

Project Name: Southport East – REV Development Lot 3

Address: Southport East Replat 15 Lot 3

PCWP Project Number: TBD

PWD Building Permit #: N/A

PCSMP Project Number: TBD

Site Data

Total Site Area: 1.98 ac

Total Disturbed Area: 1.98 ac

Total Undisturbed Area: 0 ac

Impervious Area Before Construction: 0%

Impervious Area After Construction: 73%

BMP Information

BMP ID	Type of BMP	Latitude/Longitude
BMP #1	Underground Chamber System	41° 11' 1"N 96° 6' 16"W

BMP Type (Underground Chamber System)	
Task	Schedule
Remove sediment in bottom of structures	Annually, or if two feet of sediment has accumulated in the bottom of the structures
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Repair broken pipe or structures	As needed
Task	Schedule

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Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

R=290.13'
 Δ =000'36'59"
L=3.12'
CB=S40'15'59"W
CH=3.12'R=312.50'
 Δ =016'57'17"
L=92.47'
CB=S64'11'17"E
CH=92.14'R=440.35'
 Δ =004'01'12"
L=30.90'
CB=S38'46'15"W
CH=30.89'

POINT OF BEGINNING

N18'24'12"E 130.02'

LOT 3

N71'35'48"W 29.10'

S18'24'12"W 104.13'

LOT 1

LOT 2



0' 50' 100'
SCALE IN FEET

LEGAL DESCRIPTION

LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 14, TOWNSHIP 12 NORTH, RANGE 18 EAST OF THE 6TH P.M., LA VISTA, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE EASTERNMOST CORNER OF LOT 3, SOUTHPORT EAST REPLAT FIFTEEN; THENCE ON SAID CORNER OF LOT 3 A CURVE TURNING TO THE LEFT THROUGH 04DEGREES 01MINUTES 12SECONDS, HAVING A RADIUS OF 440.35 FEET, AND WHOSE LONG CHORD BEARS S 38DEGREES 46MINUTES 15SECONDS W FOR A DISTANCE OF 30.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 00DEGREES 36MINUTES 59SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 40DEGREES 15MINUTES 59SECONDS W FOR A DISTANCE OF 3.12 FEET TO THE **POINT OF BEGINNING**.

FROM THE **POINT OF BEGINNING**; THENCE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 04DEGREES 56MINUTES 49SECONDS, HAVING A RADIUS OF 290.13 FEET, AND WHOSE LONG CHORD BEARS S 37DEGREES 29MINUTES 05SECONDS W FOR A DISTANCE OF 25.04 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 10DEGREES 57MINUTES 54SECONDS, HAVING A RADIUS OF 287.50 FEET, AND WHOSE LONG CHORD BEARS N 61DEGREES 28MINUTES 17SECONDS W FOR A DISTANCE OF 55.02 FEET TO THE BEGINNING OF A LINE. THENCE, S 18DEGREES 24MINUTES 12SECONDS W FOR A DISTANCE OF 104.13 FEET TO A POINT ON A LINE. THENCE, N 71DEGREES 35MINUTES 48SECONDS W FOR A DISTANCE OF 29.10 FEET TO A POINT ON A LINE. THENCE, N 18DEGREES 24MINUTES 12SECONDS E FOR A DISTANCE OF 130.02 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 16DEGREES 57MINUTES 17SECONDS, HAVING A RADIUS OF 312.50 FEET, AND WHOSE LONG CHORD BEARS S 64DEGREES 11MINUTES 17SECONDS E FOR A DISTANCE OF 92.47 FEET TO THE **POINT OF BEGINNING**.

SAID BOUNDARY CONTAINS A CALCULATED ARE OF 5,253.47 SQUARE FEET OR 0.121 ACRES, MORE OR LESS.

PROJECT NO: 023-00212

DRAWN BY: KA

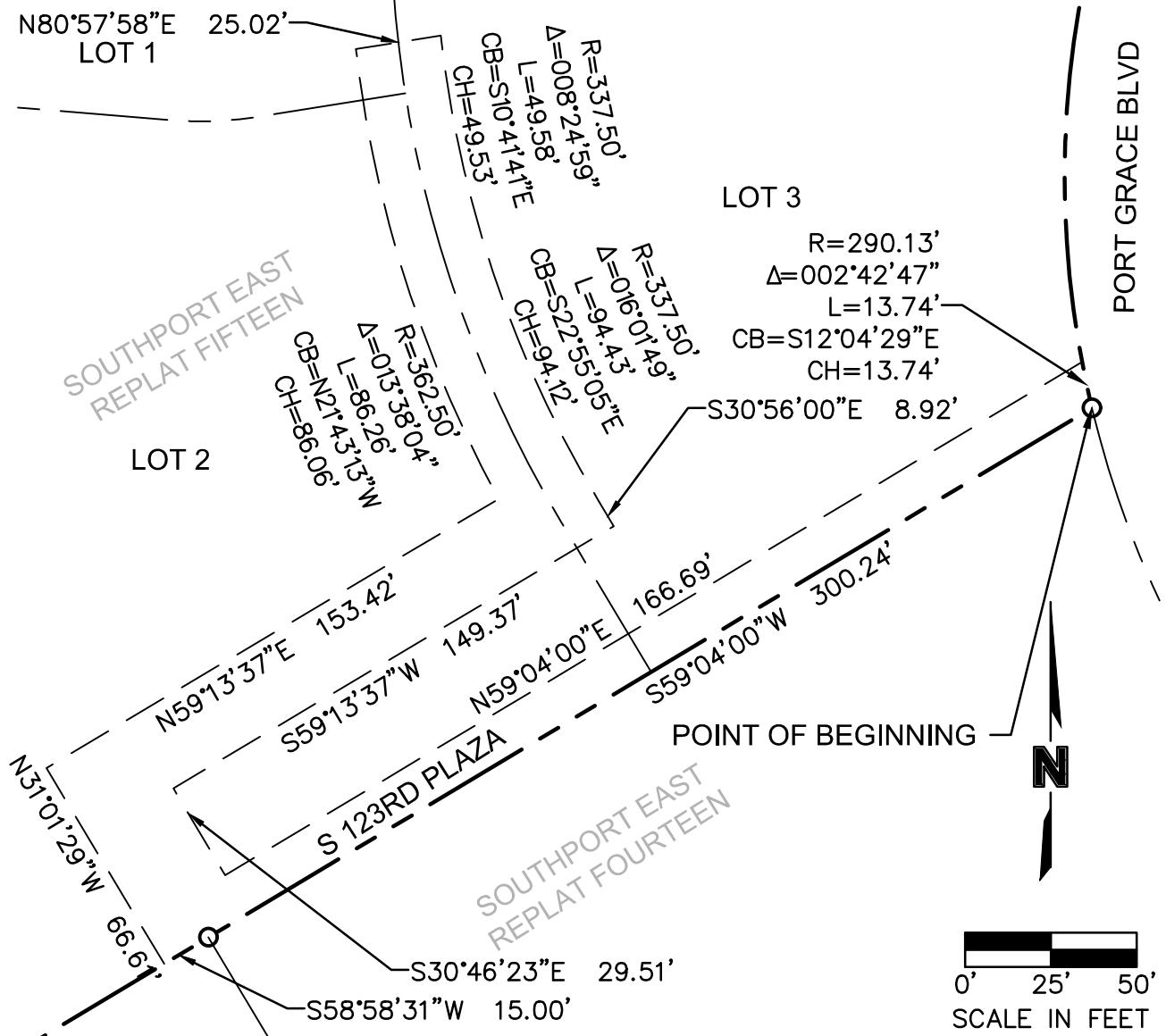
DATE: 06/13/2023

PERMANENT STORM
SEWER EASEMENT

2111 South 67th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116

EXHIBIT

3



LEGAL DESCRIPTION

A PERMANENT ACCESS EASEMENT LOCATED IN LOTS 1 THRU 3, SOUTHPORT EAST REPLAT FIFTEEN, A PLATTED AND RECORDED ADDITION TO SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF PORT GRACE BOULEVARD; THENCE ON THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S59°04'00"W, 300.24 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, SOUTHPORT EAST REPLAT FOURTEEN, A PLATTED AND RECORDED ADDITION TO SARPY COUNTY; THENCE ON SAID SOUTH LINE OF LOT 2 S58°58'31"W, 15.00 FEET; THENCE N31°01'29"W, 13.00 FEET; THENCE N58°58'31"E, 3.02 FEET; THENCE N30°46'23"W, 54.10 FEET; THENCE N59°13'37"E, 150.18 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ON A 362.50 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 137.90 FEET (LONG CHORD BEARS N17°33'38"W, 137.07 FEET; THENCE N80°57'58"E, 25.02 FEET TO A POINT ON NON-TANGENT CURVATURE; THENCE ON A 337.50 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 144.00 FEET (LONG CHORD BEARS S18°42'36"E, 142.91 FEET); THENCE S30°56'00"E, 9.42 FEET; THENCE S59°13'37"W, 149.91 FEET; THENCE S30°46'23"E, 29.01 FEET; THENCE N59°04'00"E, 291.69 FEET TO A POINT OF CURVATURE ON SAID WEST RIGHT-OF-WAY LINE OF PORT GRACE BOULEVARD; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF PORT GRACE BOULEVARD ON A 290.13 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 13.74 FEET (LONG CHORD BEARS S12°04'29"E, 13.74 FEET) TO THE POINT OF BEGINNING.

SAID PERMANENT ACCESS EASEMENT CONTAINS A CALCULATED AREA OF 12,555.36 SQUARE FEET OR 0.288 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

A 21.50 FOOT WIDE PERMANENT SIDEWALK EASEMENT LOCATED PARALLEL TO THE EAST PROPERTY LINE OF LOT 3, SOUTHPORT EAST REPLAT FIFTEEN, A PLATTED AND RECORDED ADDITION TO SARPY COUNTY, NEBRASKA, SAID 21.50 FOOT WIDE PERMANENT SIDEWALK EASEMENT CONTAINS A CALCULATED AREA OF 6,818.90 SQUARE FEET OR 0.157 ACRES, MORE OR LESS.

PROJECT NO: 023-00212

DRAWN BY: RDN

DATE: 06/13/2023

ACCESS EASEMENT

olsson

2111 South 67th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116

EXHIBIT

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