

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JANUARY 6, 2015 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                                  | <b>Submitted By:</b>                           |
|---|---|--|
| APPLICATION FOR REPLAT & SUBDIVISION AGREEMENT – LOTS 15 & 19A, CENTECH BUSINESS PARK (PROPOSED LOT 1, CENTECH BUSINESS PARK REPLAT ONE) (SW OF 134 <sup>TH</sup> ST. & CENTECH ROAD) | ◆ RESOLUTION (2)<br>ORDINANCE<br>RECEIVE/FILE | ANN BIRCH<br>COMMUNITY DEVELOPMENT<br>DIRECTOR |

**SYNOPSIS**

Resolutions have been prepared to approve the Replat and Subdivision Agreement for approximately 10 acres located southwest of 134<sup>th</sup> Street and Centech Road.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Resolutions have been prepared to approve the Replat and Subdivision Agreement application by State Steel of Omaha, Inc., on approximately 10 acres currently platted as Lots 15 and 19A, Centech Business Park (to be replatted as Lot 1, Centech Business Park Replat One), generally located southwest of 134<sup>th</sup> Street and Centech Road.

The properties are currently zoned I-2, Heavy Industrial. State Steel of Omaha’s operational facility is located on this property. The replat is for the purpose of combining two lots to allow for a building addition.

A detailed staff report is attached.

The Planning Commission held a public hearing on August 21, 2014, and unanimously recommended approval of the Replat to City Council, conditional on the satisfactory resolution of the issues noted in the staff report.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 15 AND 19A, CENTECH BUSINESS PARK, TO BE REPLATTED AS LOT 1, CENTECH BUSINESS PARK REPLAT ONE, A SUBDIVISION LOCATED IN THE SOUTHEAST AND THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 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 Lots 15 and 19A, Centech Business Park, to be replatted as Lot 1, Centech Business Park Replat One; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on August 21, 2014, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 15 and 19A, Centech Business Park, to be replatted as Lot 1, Centech Business Park Replat One, a subdivision located in the Southeast and the Southwest  $\frac{1}{4}$  of Section 13, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located southwest of 134<sup>th</sup> Street and Centech Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

ATTEST:

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOT 1, CENTECH BUSINESS PARK REPAT ONE SUBDIVISION.

WHEREAS, the City Council did on January 6, 2015, approve the replat for Lot 1, Centech Business Park Replat One Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, State Steel of Omaha, Inc., 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 January 6, 2015, City Council meeting for the Centech Business Park Replat One 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 modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2015.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk





CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2014-SUB-07

FOR MEETING OF: Jan. 6, 2015  
Report Prepared on: Dec. 24, 2014

**I. GENERAL INFORMATION**

**A. APPLICANT:**

State Steel of Omaha, Inc.  
P.O. Box 3224  
Sioux City, IA 51102

**B. PROPERTY OWNER:**

State Steel of Omaha, Inc.  
P.O. Box 3224  
Sioux City, IA 51102

**C. LOCATION:** Southwest of the intersection of 134<sup>th</sup> St. and Centech Road.

**D. LEGAL DESCRIPTION:** Lots 15 and 19A, Centech Business Park.

**E. REQUESTED ACTION(S):** Replat of Lots 15 and 19A, Centech Business Park to proposed Lot 1, Centech Business Park Replat One.

**F. EXISTING ZONING AND LAND USE:** I-2 – Heavy Industrial; 19A – Industrial Use (State Steel); Lot 15 – Vacant

**G. PURPOSE OF REQUEST:** Combine two lots into one for the purpose of a building addition.

**H. SIZE OF SITE:** 10.57 Acres

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** State Steel of Omaha's operational facility is currently located here. The property is mostly flat with a slight downgrade to the southwest. The western part of the property is located in a floodplain.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** DJ's Enterprise, I-1 Light Industrial; Lots 12-14 & 43 Centech Business Park
2. **East:** Gross Point Holdings, LLC, I-1 Light Industrial; Lot 23A Centech Business Park
3. **South:** Enterprise Properties, Inc., I-2 Heavy Industrial; Tax Lot 6A2A 13-14-11



4. **West:** Team Enterprise, LLC, I-1 Light Industrial; Lots 30 & 31 Centech Business Park. Nebco, Inc., I-1 Light Industrial; Lot 6 Chalco Valley Business Park

**C. RELEVANT CASE HISTORY:**

1. None

**D. APPLICABLE REGULATIONS:**

1. Section 5.13 of the Zoning Regulations – I-1 Light Industrial District
2. Section 3.07 of the Subdivision Regulations – Replats
3. Section 7.04 of the Subdivision Regulations – Subdivision Agreement

**III. ANALYSIS**

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

**B. OTHER PLANS:** Not applicable.

**C. TRAFFIC AND ACCESS:**

1. The main access points for the property will be via drive connections to Centech Road.
2. It was determined by the City Engineer that the existing traffic study would not have to be amended for the proposed actions.

**D. UTILITIES:**

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

**IV. REVIEW COMMENTS:**

1. In accordance with Section 3.03.13 of the Subdivision Regulations, the floodplain/floodway limits need to be shown. It appears that much of the proposed building area is located in an existing floodplain. The applicant will need to demonstrate compliance with Papillion Creek Watershed Stormwater Management Policies-Policy Group #5 for Floodplain Management. This has a 25% floodway fringe filling limitation.
2. In accordance with Section 7.04 of the Subdivision Regulations a final of the draft subdivision agreement has been provided. This agreement addresses the tract sewer connection fee, the storm water management fee, and identification of private costs for relocation of existing sewers that are proposed to accommodate the building expansion. The agreement also identifies the relocation of the existing PCSMP facility. A revised PCSMP Easement and Maintenance Agreement is needed which can

include the major storm path easement in lieu of a separate major storm path easement.

3. A separate easement instrument for the relocated sewers needs to be recorded prior to the recording of the plat.
4. The notations about existing sewer easements across the property between Centech Road and the sewer easement parallel to the south property line being in favor of SID 111 need to be reviewed. These easements may be in favor of SID 172 (Centech Business Park). The proposed easement will also need to address the major storm drainage path. Refer to comments on the proposed sewer relocation plans. This issue must be addressed before City Council review.

**V. STAFF RECOMMENDATION – REPLAT:**

Approval of Centech Business Park Replat One contingent upon the recording of all easements prior to the release of the final plat and signed subdivision agreement for recording.

**VI. PLANNING COMMISSION RECOMMENDATION – REPLAT:**

The Planning Commission held a public hearing on August 21, 2014 and unanimously recommended approval of the Replat to City Council, conditional on the satisfactory resolution of the issues noted in the staff report.

**VII. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Preliminary Plat Map
3. Final Plat Map
4. Subdivision Agreement

**VIII. COPIES OF REPORT SENT TO:**

1. Jason Thiellen, E&A Consulting Group
2. David Bernstein, State Steel of Omaha
3. Public Upon Request

*CHRIS SOLBERG*

Prepared by:

*Ann Brink*

Community Development Director

*12-31-14*

Date





**Vicinity Map**

**Centech Business Park Replat 1**

8/14/2014  
CSB





**SUBDIVISION AGREEMENT  
CENTECH BUSINESS PARK REPLAT ONE**

This Subdivision Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between STATE STEEL OF OMAHA, INC. an Iowa Corporation domesticated in Nebraska (hereinafter referred to as "SUBDIVIDER"), and SANITARY AND IMPROVEMENT DISTRICT NO. 172 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 172"), and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "CITY").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit "A" (hereinafter referred to as "PROPERTY" or "Replatted Area"), which parcel of land is outside the corporate limits of the City, but within the City's zoning and platting jurisdiction; and,

WHEREAS, the PROPERTY was originally platted as Lots 15 through 19, inclusive, Centech Business Park, a platted and recorded subdivision in Sarpy County, Nebraska under the conditions set forth in a previous Development Agreement adopted by the Sarpy County Board of Commissioners on June 20, 1995 ("Original Development Agreement"); and by administrative plat in or about 2004, Lots 16 through 19 were consolidated into a single Lot 19A and an original building was constructed on said Lot; and thereafter Subdivider acquired Lot 15 for additional parking; and,

WHEREAS, all provisions of said Original Development Agreement pertaining to the PROPERTY are valid and are hereby affirmed and shall remain in effect except as modified by this Subdivision Agreement; and'

WHEREAS, the Subdivider proposes to construct on Lot 15, as originally platted, an addition to its existing building and related improvements ("Building Expansion"), and to do so requests consolidation of Lots 15 and 19A into a single lot as depicted in Exhibit "A"; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the PROPERTY to the sewer system of SID 172; and,

WHEREAS, the Subdivider, SID 172 and City desire to agree on various matters related to the proposed Building Expansion project, including without limitation, the method for the installation and allocation of expenses for public improvements to be constructed in the PROPERTY, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above the following is agreed among the parties hereto:

1. Public improvements. Attached hereto as Exhibit "B" and incorporated herein by reference are plats showing the public improvements to be installed or otherwise made on the PROPERTY, including without limitation relocation of storm sewer and post construction

stormwater management facilities, and relocation of sanitary sewer (hereinafter referred to as "IMPROVEMENTS" or "Public Improvements"). All design, location, plans and specifications of the IMPROVEMENTS must receive the approval of the Public Works Department of the City prior to construction. Public Improvements shall be constructed in accordance with approved plans and specifications to the satisfaction of the City Engineer. Subdivider shall provide the City at no cost test results and reproducible copies of construction record drawings and specifications of Public Improvements satisfactory to the City Engineer.

2. Payment for improvements. The Subdivider shall pay the entire cost of all the Public Improvements, and neither SID 172 nor City shall pay for any costs associated with Public Improvements, including without limitation the relocation of public storm and sanitary sewers. Prior to recording of the proposed plat shown on Exhibit "A," as finally approved by the City, the Subdivider, in addition to any other bonds required by Nebraska law, will present to the City for the benefit of the City binding performance bonds in an amount of 110% of the total estimated costs of the Public Improvements to be constructed or otherwise made by the Subdivider which are set forth on Exhibit "B". Said bonds shall be written by a surety and in form and content satisfactory to the City Engineer, include a two-year warranty period, and by their terms be enforceable by the City.
3. Maintenance of improvements. SID 172 shall maintain the Public Improvements shown on Exhibit "B" (relocated storm and sanitary sewers) after completion of the construction of the improvements by the Subdivider and granting of easements to SID 172 and the City by the Subdivider, to the satisfaction of the City Engineer.
4. Right to connect to City sewer system. The PROPERTY is located within the Wastewater Service Area covered by an agreement between the City of Omaha and the City of La Vista. Said agreement requires the City to approve all connections that ultimately receive treatment of sewage by the City of Omaha. The City hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer system of the PROPERTY to the City sanitary sewer system, subject to obtaining proper permits and connection agreements in form and content satisfactory to the City Engineer, and paying the applicable fees. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any industry, or other sewer user within the area to be developed, which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statutes, rules, or regulations.
5. Sewer Connection/Drainage Fee. The Subdivider represents and warrants to City that Subdivider has previously made payment of the sewer connection fee for Lots 16 through 19, inclusive (subject to verification by the City and payment by Subdivider of any unpaid amounts) of Centech Business Park in the amount of \$44,063.94 to the City. No connection fee was paid with respect to Lot 15 as previously platted. The property on which payment has previously been made is illustrated on Exhibit "C" attached hereto and incorporated by reference. The City of La Vista imposes a special sewer/drainage fee. The City will collect this fee and remit a portion of the fee to the City of Omaha in accordance with the Wastewater Service Agreement between the City of La Vista and the City of Omaha. This



fee is computed as follows for the portion of the PROPERTY that was previously platted as Lot 15, Centech Business Park upon which no sewer connection fee was previously paid. Payment shall be made to the City prior to receiving a building permit to construct improvements on any portion of the PROPERTY. Payment shall be based on the current rates in effect at the time of building permit. The fee at the current rates in effect upon execution of this Subdivision Agreement is \$15,147.53, computed as follows:

|   |             |
|---|-------------|
| Portion of Lot 1, Centech Business Park Replat One<br>Previously platted as Lot 15, Centech Business Park<br>2.536 Acres @ \$5,973.00 per acre, industrial zoning | \$15,147.53 |
|---|-------------|

6. Watershed Management Fee. The Subdivider shall make payment to the City of La Vista for Watershed Management Fees. The City will collect this fee and remit it to the Papillion Creek Watershed Partnership. This fee is computed as follows for the portion of Lot 1, Centech Business Park Replat One, on which new development or significant redevelopment is to occur. This is the portion previously platted as Lots 15 and 16, Centech Business Park containing 4.565 acres. Lots 15 and 16 are illustrated on Exhibit "C" attached hereto and incorporated by reference. Payment shall be made to the City prior to receiving a building permit to construct improvements on any portion of the PROPERTY. Payment shall be based on the current rates in effect at the time of the building permit. The fee at the current rates in effect upon execution of this Subdivision Agreement is \$20,026.66 computed as follows:

|   |             |
|---|-------------|
| Portion of Lot 1, Centech Business Park Replat One<br>Previously platted as Lots 15 and 16, Centech Business Park<br>4.565 Acres @ \$4,387.00 per acre, industrial zoning | \$20,026.66 |
|---|-------------|

7. Floodplain/Floodway. Location and components of the Building Expansion in relation to existing floodplain and floodway, and compliance with applicable stormwater management policies, including without limitation, the Papillion Creek Watershed Stormwater Management Policies - Policy Group #5 for Floodplain Management, shall be demonstrated by the Subdivider and subject to review and approval to the satisfaction of the City Engineer.
8. Drainage Calculations and Map. Subdivider, prior to the City's execution and delivery of the final plat to the Subdivider, shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City Engineer setting forth easements required to convey major storm sewer events (hundred year flood) over the surface of the PROPERTY, which easements Subdivider shall provide in the plat or other instruments, in form and content satisfactory to the City Engineer.
9. Easements. All easements required by the Subdivider, SID 172 City or any other party, for existing, proposed, or relocated public or private or shared improvements, including without limitation, sewers, utilities, roads or other infrastructure or improvements, shall be granted by the final plat or by other instruments, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution,



delivery and recording of said Easements with the final plat. Copies of recorded Easements shall be provided to the City.

10. City Access/Repair, Etc. The City and SID 172, and their respective employees and agents, each shall have a perpetual easement and right, but not any duty, of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection, testing and work as follows. In the event City or SID 172 determines construction, replacement, repair or maintenance of any public improvements is defective or not progressing or not being performed satisfactorily or in a timely manner, City or SID 172 may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the Subdivider and the property in the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of twelve percent (12%) per annum until paid, and City or SID 172, as the case may be, shall have a lien for the cost therefor, which lien City or SID 172 may file of record against the lots benefited. If said lien amount is not timely paid in full, the City or SID 172 may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City or SID 172 in such foreclosure.
11. Infrastructure and Easements at Private Expense. The cost of all infrastructure, improvements and Easements within and serving the Replatted Area shall be constructed, maintained and provided at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider, and no part thereof shall be the responsibility or expense of SID 172 or City.
12. Annexation. Subdivider and SID 172 each agrees not to directly or indirectly fund or pursue, or encourage any other person to fund or pursue, any lawsuit or other action contesting annexation of the Replatted Area, or any part thereof, by the City. Subdivider and SID 172 each agrees that the City shall not be obligated to annex the Replatted Area.
13. Binding effect. The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.
14. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by SID 172 or the City at law, in equity or such other remedy as SID 172 or City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
15. Incorporation by Reference. Recitals at the beginning of this Agreement, and all exhibits, documents or instruments referenced in this Agreement, are incorporated into this Agreement by reference.
16. 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.

17. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
18. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
19. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.
20. Filing of Record. The Subdivider, at its expense when recording the final plat and Easements, shall record this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause a recorded copy thereof to be transmitted to the City Administrator.
21. Agreements Herein Constitute Covenants Running with Land. This Agreement and the agreements and understandings contained or incorporated herein constitute covenants running with the land and shall be binding upon the Subdivider and all of Subdivider's successors, heirs, assigns, lenders, mortgagees and others gaining or claiming an interest or lien in or against Subdivider or any PROPERTY within the Replatted Area. This Agreement shall be subject to approval of the governing bodies of SID 172 and the City and cannot be changed without approval of both said governing bodies and a written amendment executed by proper officials of both SID 172 and the City. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent modified by this Agreement. City and SID 172 each shall have the right, but not the obligation, to enforce any and all covenants.

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:

CITY OF LA VISTA

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 172 OF SARPY  
COUNTY, NEBRASKA

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DATE

STATE STEEL OF OMAHA, INC.

\_\_\_\_\_  
By: DAVID BERNSTEIN

\_\_\_\_\_  
DATE

Title: \_\_\_\_\_



ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )SS  
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

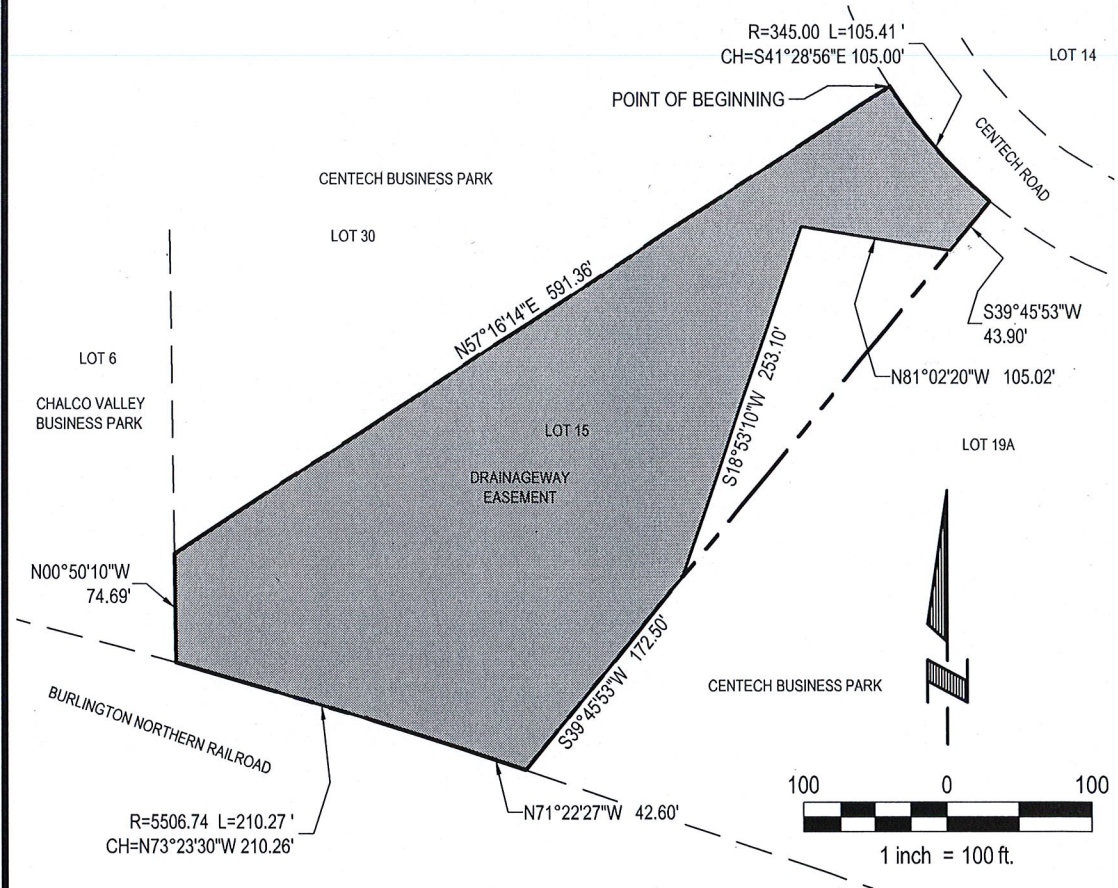
On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ and \_\_\_\_\_, personally known by me to be the Clerk and Chairperson of SID 172, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said SID 172.

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

\_\_\_\_\_  
Notary Public



# "EXHIBIT A"



## LEGAL DESCRIPTION

A TRACT OF LAND BEING THAT PART OF LOT 15, CENTECH BUSINESS PARK, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 30, SAID CENTECH BUSINESS PARK, AND ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CENTECH ROAD; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF CENTECH ROAD ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 105.41 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S41°28'56"E (ASSUMED BEARING), A DISTANCE OF 105.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 19A, SAID CENTECH BUSINESS PARK; THENCE S39°45'53"W ALONG THE EASTERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 19A, CENTECH BUSINESS PARK, A DISTANCE OF 43.90 FEET; THENCE N81°02'20"W, A DISTANCE OF 105.02 FEET; THENCE S18°53'10"W, A DISTANCE OF 253.10 FEET TO A POINT ON SAID EASTERLY LINE OF LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 19A, CENTECH BUSINESS PARK; THENCE S39°45'53"W ALONG SAID EASTERLY LINE OF LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 19A, CENTECH BUSINESS PARK, A DISTANCE OF 172.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 19A, CENTECH BUSINESS PARK, AND ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN RAILROAD ON THE FOLLOWING TWO (2) DESCRIBED COURSES: N71°22'27"W, A DISTANCE OF 42.60 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 5506.74 FEET, A DISTANCE OF 210.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N73°23'30"W, A DISTANCE OF 210.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 6, CHALCO VALLEY BUSINESS PARK, A SUBDIVISION LOCATED IN THE SW1/4 OF SAID SECTION 13; THENCE N00°50'10"W ALONG THE WESTERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 6, CHALCO VALLEY BUSINESS PARK, A DISTANCE OF 74.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 30, CENTECH BUSINESS PARK; THENCE N57°16'14"E ALONG SAID WESTERLY LINE OF LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 30, CENTECH BUSINESS PARK, A DISTANCE OF 591.36 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 97,356 SQUARE FEET OR 2.235 ACRES, MORE OR LESS.



**E & A CONSULTING GROUP, INC.**

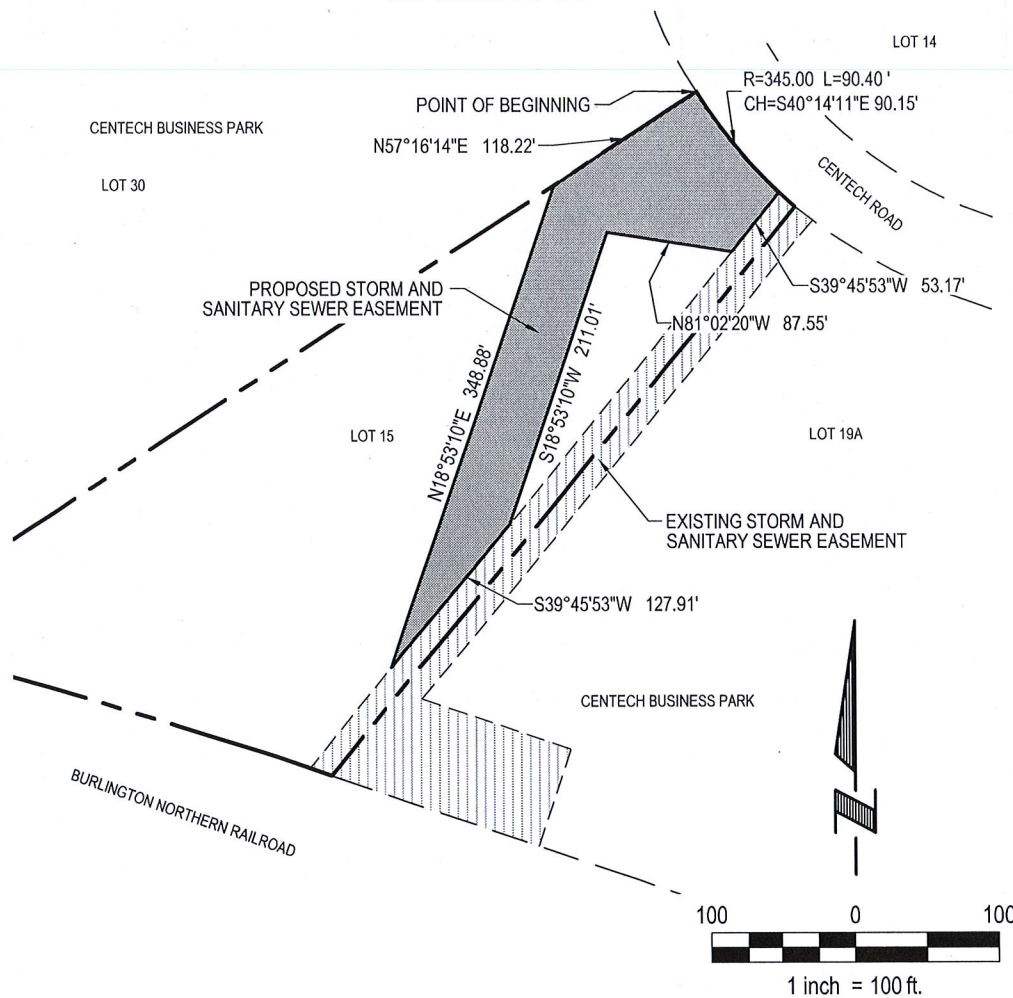
Engineering • Planning • Environmental & Field Services  
 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE | Chkd by: | Scale: 1" = 100' | Date: 02/09/2014  
 Job No.: P2003.207.013

**PART OF LOT 15  
 CENTECH BUSINESS PARK**  
 SE1/4 OF SECTION 13, T14N, R11E  
 SARPY COUNTY, NEBRASKA



# "EXHIBIT A"



## LEGAL DESCRIPTION

A TRACT OF LAND BEING THAT PART OF LOT 15, CENTECH BUSINESS PARK, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 15, CENTECH BUSINESS PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 30, SAID CENTECH BUSINESS PARK, AND ALSO ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CENTECH ROAD; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF CENTECH ROAD ON A CURVE TO THE LEFT WITH A RADIUS OF 345.00 FEET, A DISTANCE OF 90.40 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS  $S40^{\circ}14'11''E$  (ASSUMED BEARING), A DISTANCE OF 90.15 FEET; THENCE  $S39^{\circ}45'53''W$ , A DISTANCE OF 53.17 FEET; THENCE  $N81^{\circ}02'20''W$ , A DISTANCE OF 87.55 FEET; THENCE  $S18^{\circ}53'10''W$ , A DISTANCE OF 211.01 FEET, THENCE  $S39^{\circ}45'53''W$ , A DISTANCE OF 127.91 FEET; THENCE  $N18^{\circ}53'10''E$ , A DISTANCE OF 348.88 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 30, CENTECH BUSINESS PARK; THENCE  $N57^{\circ}16'14''E$  ALONG SAID WESTERLY LINE OF LOT 15, CENTECH BUSINESS PARK, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 30, CENTECH BUSINESS PARK, A DISTANCE OF 118.22 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 22,307 SQUARE FEET OR 0.512 ACRES, MORE OR LESS.



### E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services  
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE Chkd by: Scale: 1" = 100' Date: 02/09/2014  
Job No.: P2003.207.013

### PERMANENT STORM AND SANITARY SEWER EASEMENT

### LOT 15, CENTECH BUSINESS PARK

SE 1/4 OF SECTION 13, T14N, R11E  
SARPY COUNTY, NEBRASKA

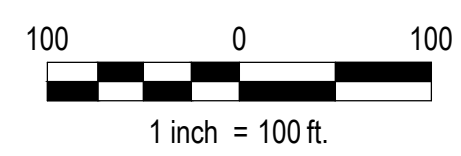






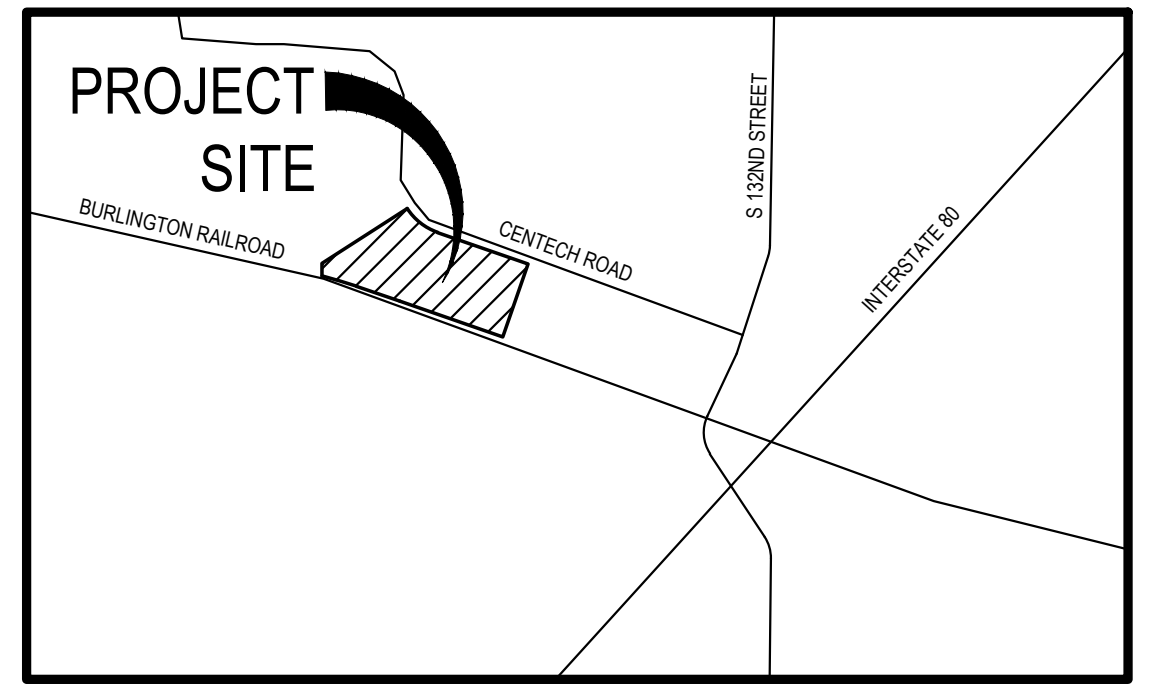




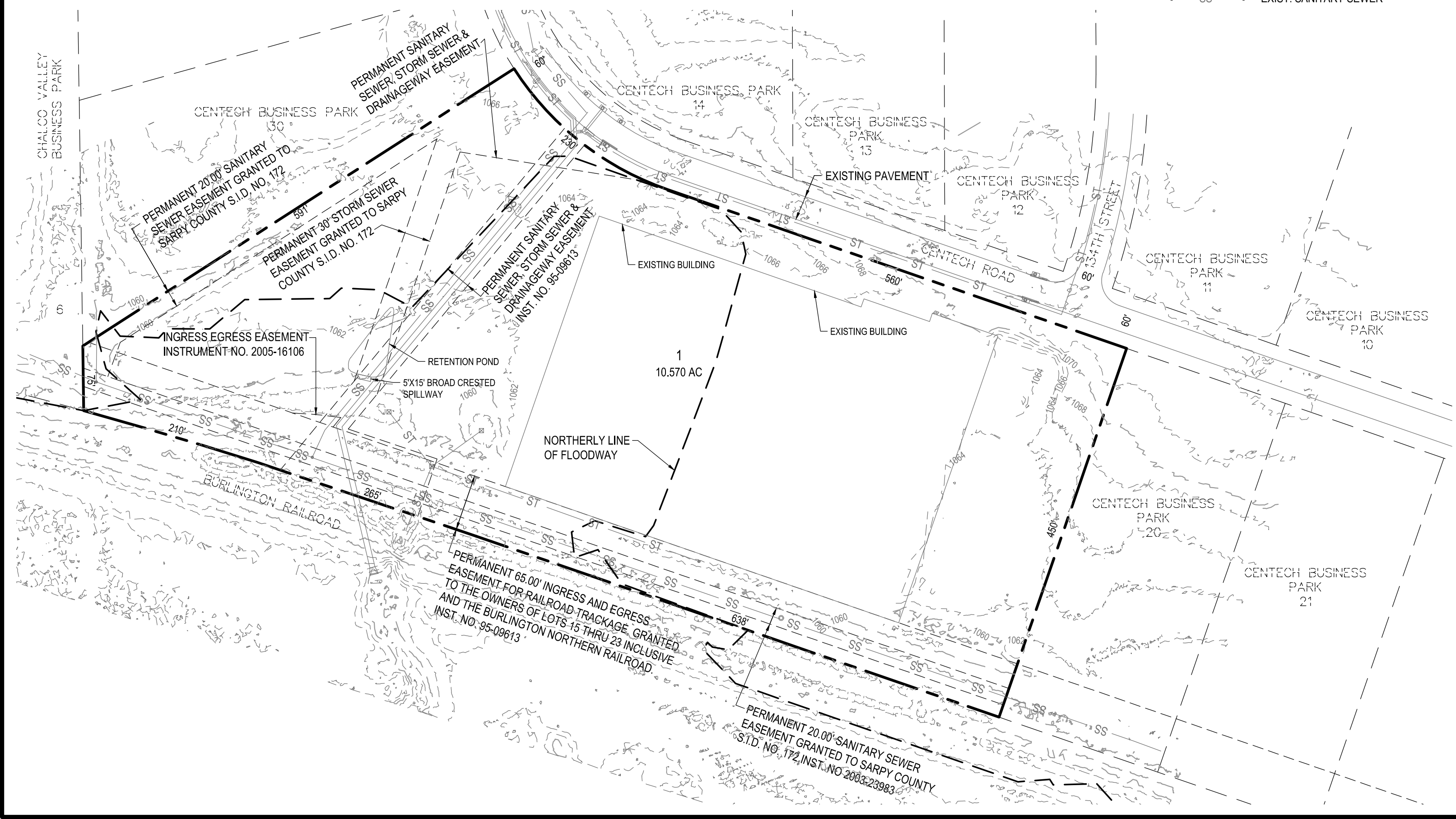


**LEGEND**

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



**VICINITY MAP**



**LEGAL DESCRIPTION**

A TRACT OF LAND BEING A REPLAT OF LOT 15 CENTECH BUSINESS PARK, A SUBDIVISION LOCATED IN LOCATED IN THE SE1/4 OF SECTION 13, AND ALSO LOT 19A SAID CENTECH BUSINESS PARK ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 460,445 SQUARE FEET OR 10.570 ACRES, MORE OR LESS.

**DEVELOPER**

STATE STEEL OF OMAHA INC.  
P.O. BOX 3224  
SOUIX CITY, IA. 51102

**ZONING:**

EXISTING I-1 LIGHT INDUSTRIAL  
PROPOSED: I-1 LIGHT INDUSTRIAL

**NOTES:**

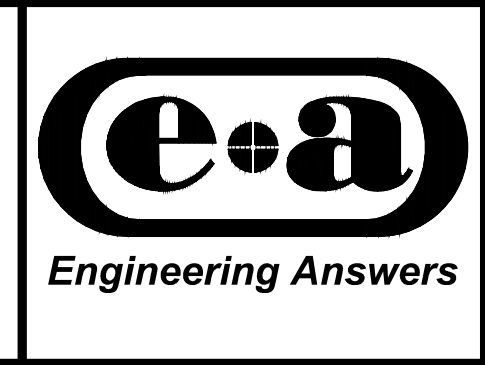
1. ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.
2. PROPOSED GRADES WILL BE PROVIDED AS PART OF THE BUILDING PERMIT AND PCSMP APPLICATIONS.

|              |               |
|--------------|---------------|
| Proj No:     | P2003.207.013 |
| Date:        | 07/07/2014    |
| Designed By: | JMT           |
| Drawn By:    | TRF3          |
| Scale:       | 1"=100'       |
| Sheet:       | 1 of 1        |

| Revisions |                  |
|-----------|------------------|
| No        | Description      |
| 07/30/14  | PLAT RESUBMITTAL |
| 08/13/14  | PLAT RESUBMITTAL |

**PRELIMINARY PLAT**

**CENTECH BUSINESS PARK REPLAT ONE**  
LA VISTA, NEBRASKA



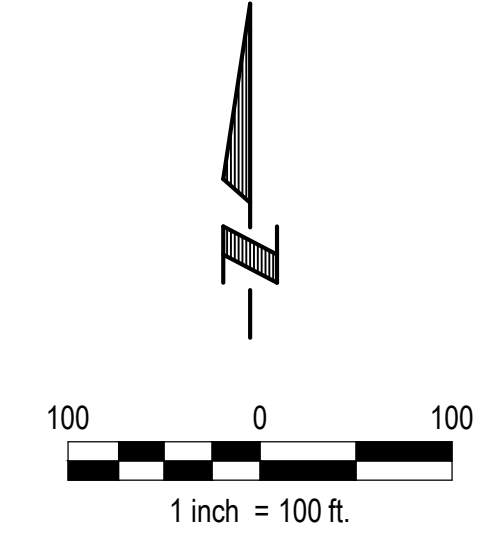
**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154  
Phone: 402.895.4700 Fax: 402.895.3599  
www.eacg.com

# CENTECH BUSINESS PARK REPLAT ONE

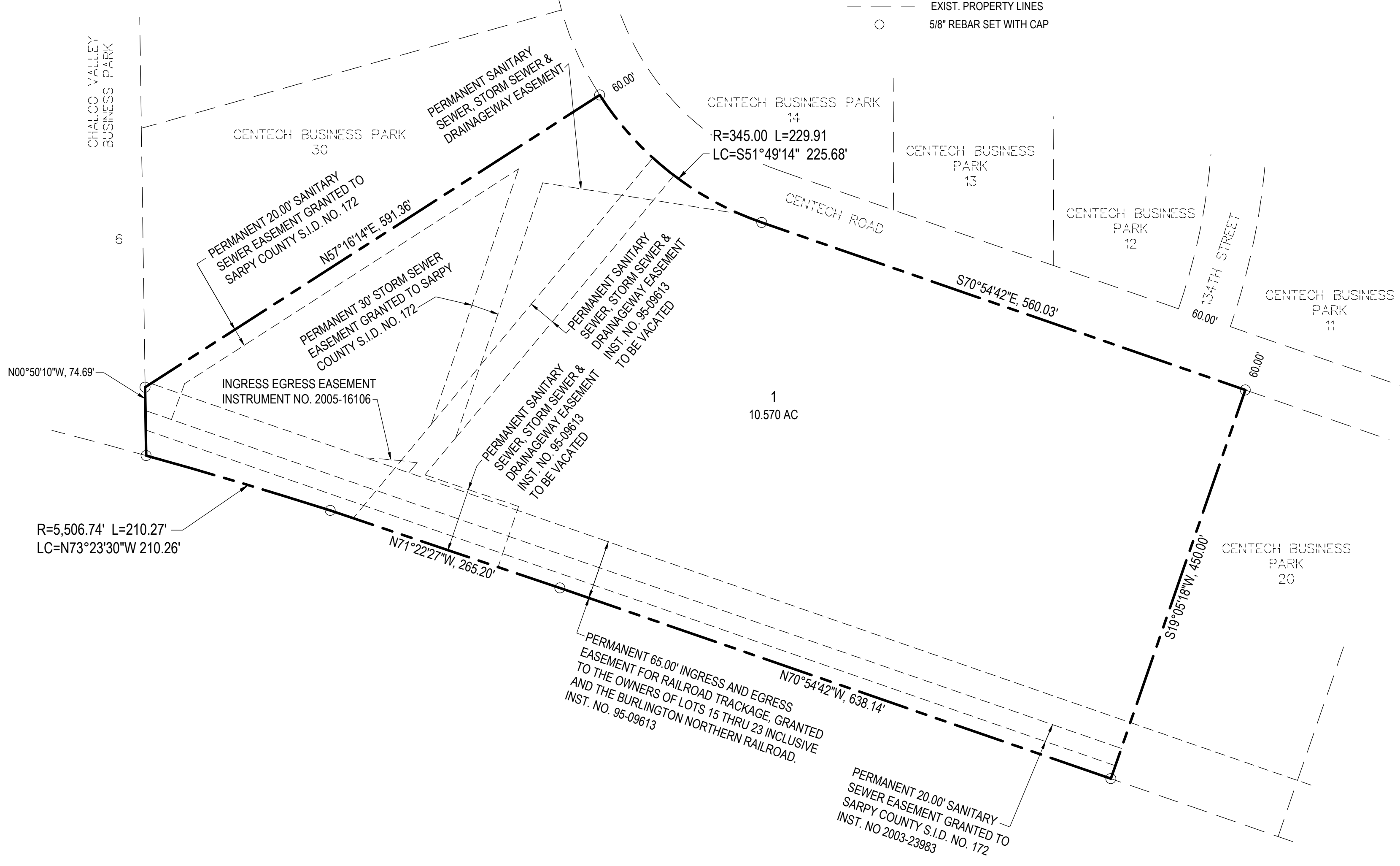
## LOT 1

A TRACT OF LAND BEING A REPLAT OF LOT 15 CENTECH BUSINESS PARK, A SUBDIVISION LOCATED IN LOCATED IN THE SE 1/4 OF SECTION 13, AND ALSO LOT 19A SAID CENTECH BUSINESS PARK ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



### LEGEND

- BOUNDARY LINE
- - - EASEMENTS
- - - EXIST. PROPERTY LINES
- 5/8" REBAR SET WITH CAP



### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, STATE STEEL OF OMAHA INC. THE OWNERS OF 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 CENTECH BUSINESS PARK REPLAT ONE (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 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 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 ERRECT, 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.

STATE STEEL OF OMAHA INC.

DAVE BERNSTEIN DATE  
PRESIDENT

### 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 DAVE BERNSTEIN, PRESIDENT OF STATE STEEL OF OMAHA INC. 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 \_\_\_\_\_

### NOTES:

- 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 HEREIN AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS CENTECH BUSINESS PARK REPLAT ONE BEING A REPLAT OF LOT 15 CENTECH BUSINESS PARK, AND ALSO LOT 19A SAID CENTECH BUSINESS PARK ALL LOCATED IN THE NW 1/4 OF THE SE 1/4 AND ALSO THE SW 1/4 OF THE SE 1/4 OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS AN AREA OF 460,445 SQUARE FEET OR 10.570 ACRES, MORE OR LESS.

JASON HEADLEY LS-604 DATE \_\_\_\_\_

### APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF CENTECH BUSINESS PARK REPLAT ONE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION \_\_\_\_\_

### ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF CENTECH BUSINESS PARK REPLAT ONE (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 \_\_\_\_\_

### 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.

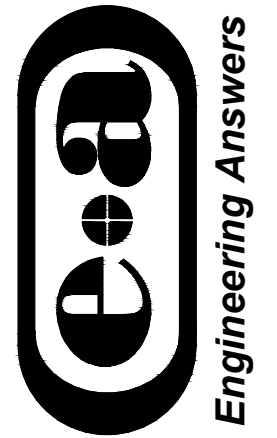
DATE \_\_\_\_\_ COUNTY TREASURER \_\_\_\_\_

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF CENTECH BUSINESS PARK REPLAT ONE WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY SURVEYOR / ENGINEER \_\_\_\_\_

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



CENTECH BUSINESS PARK REPLAT ONE  
LA VISTA, NEBRASKA

EXHIBIT A-2  
FINAL PLAT

| Revisions | No. | Date     | Description      |
|-----------|-----|----------|------------------|
|           | (1) | 07/27/14 | PLAT RESUBMITTAL |
|           | (2) | 08/13/14 | PLAT RESUBMITTAL |

Proj No: P2003-207-013  
 Date: 07/27/14  
 Designed By: JMT  
 Drawn By: TRF3  
 Scale: 1"=100'  
 Sheet: 1 of 1