

ITEM D

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 21, 2015 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CONDITIONAL USE PERMIT, REPLAT & SUBDIVISION AGREEMENT – SELF-SERVICE STORAGE FACILITY LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2 (S OF GILES ON 126 <sup>TH</sup> ST.)	◆RESOLUTION (3) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and resolutions prepared for Council to consider an application for a Conditional Use Permit, Replat and Subdivision Agreement for a self-service storage facility on Lot 1, Sarpy County Industrial Park Replat 2, generally located ½ mile south of Giles Road on the east side of 126<sup>th</sup> Street.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

A public hearing has been scheduled to consider an application submitted by the property owner, SGTS, LLC, for a Conditional Use Permit, Replat and Subdivision Agreement to allow for a self-service storage facility on Lot 1, Sarpy County Industrial Park Replat 2, to be replatted as Lot 2, Sarpy County Industrial Park Replat 3. The property is zoned I-1 Light Industrial. The applicant proposes to construct self-service storage units.

A detailed staff report is attached.

The Planning Commission held a public hearing on March 19, 2015, and voted unanimously to recommended approval of the Conditional Use Permit.

**RESOLUTION NO. 15-\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR SGTS, LLC, TO ALLOW FOR A SELF-SERVICE STORAGE FACILITY ON LOT 2, SARPY COUNTY INDUSTRIAL PARK REPLAT 3.

WHEREAS, SGTS, LLC has applied for a conditional use permit for to allow for a self-service storage facility on Lot 2, Sarpy County Industrial Park Replat 3, located ½ mile south of Giles Road on the east side of 126<sup>th</sup> Street; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for SGTS, LLC to allow for a self-service storage facility on Lot 2, Sarpy County Industrial Park Replat 3.

PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF APRIL 2015.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO. 15 - \_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, TO BE REPLATTED AS LOT 2, SARPY COUNTY INDUSTRIAL PARK REPLAT 3, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 1, Sarpy County Industrial Park Replat 2, to be replatted as Lot 2, Sarpy County Industrial Park Replat 3; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on March 19, 2015, 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 Lot 1, Sarpy County Industrial Park Replat 2, to be replatted as Lot 2, Sarpy County Industrial Park Replat 3, a subdivision located in the Northeast  $\frac{1}{4}$  of Section 19, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located  $\frac{1}{2}$  mile of Giles Road on the east side of 126<sup>th</sup> Street be, and hereby is, approved.

PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF APRIL 2015.

CITY OF LA VISTA

ATTEST:

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

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Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO. 15 - \_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOT 2, SARPY COUNTY INDUSTRIAL PARK REPLAT 3 SUBDIVISION.

WHEREAS, the City Council did on April 21, 2015, approve the replat for Lot 2, Sarpy County Industrial Park Replat 3 Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, SGTS, 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 April 21, 2015, City Council meeting for the Sarpy County Industrial Park Replat 3 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 21<sup>ST</sup> DAY OF APRIL 2015.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



**CITY OF LA VISTA  
PLANNING DIVISION**

**RECOMMENDATION REPORT**

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CASE NUMBER: 2015-CUP-01  
2015-SUB-01

FOR HEARING OF: April 21, 2015  
Report Prepared on April 1, 2015

**I. GENERAL INFORMATION**

- A. APPLICANT:** SGTS LLC
- B. PROPERTY OWNER:** SGTS LLC
- C. LOCATION:** ½ Mile south of the intersection of 126<sup>th</sup> Street and West Giles Road
- D. LEGAL DESCRIPTION:** Lot 1, Sarpy County Industrial Park Replat 2 to be replatted as Lot 2, Sarpy County Industrial Park Replat 3
- E. REQUESTED ACTION(S):** Conditional Use Permit, and Replat.
- F. EXISTING ZONING AND LAND USE:**  
I-1 Light Industrial; the property is currently vacant.
- G. PROPOSED USES:** The Conditional Use Permit would allow for a Self-Storage Facility consisting of 9 self-service storage buildings, one with an office.
- H. SIZE OF SITE:** 7.27 acres

**II. BACKGROUND INFORMATION**

- A. EXISTING CONDITION OF SITE:** Vacant, mostly flat with a moderate downgrade on the south and west edges abutting Westmont Creek.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
  - 1. **North:** Sarpy County Industrial Park; I-1 Light Industrial
  - 2. **East:** Papio Valley 2 Business Park; I-2 Heavy Industrial
  - 3. **South:** Papillion, Pink Industrial Park; Agricultural and Limited Industrial
  - 4. **West:** CLAAS Omaha; I-2 Heavy Industrial

**C. RELEVANT CASE HISTORY:**

1. The proposed replat will create a parcel that exists within the jurisdictions of both the City of La Vista and the City of Papillion.

**D. APPLICABLE REGULATIONS:**

1. Section 5.13 of the Zoning Regulations – I-1 Light Industrial
2. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial
3. Article 6 of the Zoning Regulations – Conditional Use Permits
4. Section 7.06 of the Zoning Regulations – Schedule of Minimum Off-Street Parking Requirements
5. Section 3.07 of the Subdivision Regulations – Replats

**III. ANALYSIS**

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

**B. OTHER PLANS:** N/A

**C. TRAFFIC AND ACCESS:**

1. Access will be from proposed egress / ingress to 126<sup>th</sup> Street and a proposed blanket easement provides for future access to the south.

**E. UTILITIES:** All utilities are available to the site.

**F. PARKING REQUIREMENTS:** The site plan exceeds parking minimums set by the Zoning Ordinance.

**G. LANDSCAPING:** Development of this lot will need to be landscaped according to Section 7.17 of the La Vista Zoning Ordinance.

**IV. REVIEW COMMENTS:**

1. Prior to building permit issuance, a statement by a qualified environmental specialist will be needed to indicate whether jurisdictional waterways or wetlands exist or are believed to exist.
2. Additionally, a floodplain development permit will be required prior to any building permit issuance on this project.

**VI. STAFF RECOMMENDATION - REPLAT:**

Staff recommends approval of Sarpy County Industrial Park Replat 3 contingent upon City Attorney and City approval of the subdivision agreement prior to the release of the final plat and signed subdivision agreement for recording.

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

The Planning Commission held a public hearing on March 19, 2015 and unanimously recommended approval of the Replat to City Council.

**VIII. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT (CUP):**

Staff recommends approval.

**IX. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT (CUP):**

The Planning Commission held a public hearing on March 19, 2015 and unanimously recommended approval of the Conditional Use Permit with a condition that a satisfactory landscaping plan is provided prior to review by the City Council.

**X. ATTACHMENTS TO REPORT:**

1. Vicinity Map
2. Replat Documents
3. Draft Conditional Use Permit
4. Draft Subdivision Agreement

**XI. COPIES OF REPORT TO:**

1. Ram Hingorani, SGTS LLC
2. Matt Hubel, The Schemmer Associates
3. Mark Stursma, City of Papillion Planning Director
4. Public Upon Request

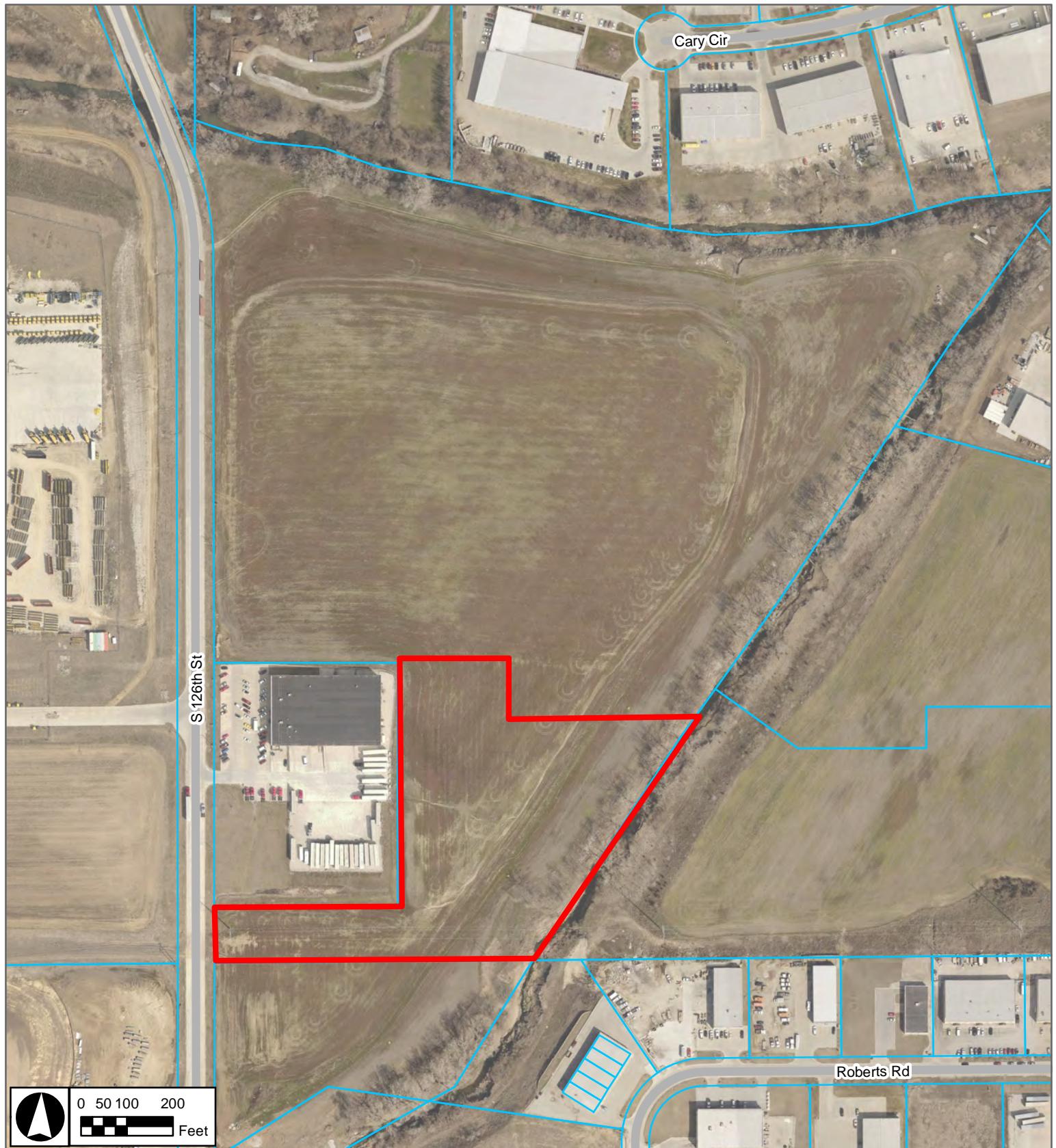
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Prepared by

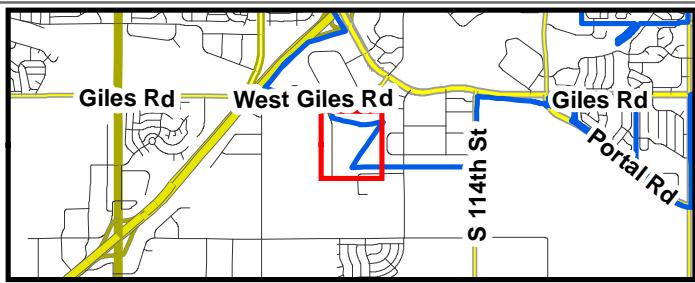
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Community Development Director

Date



## Project Vicinity Map



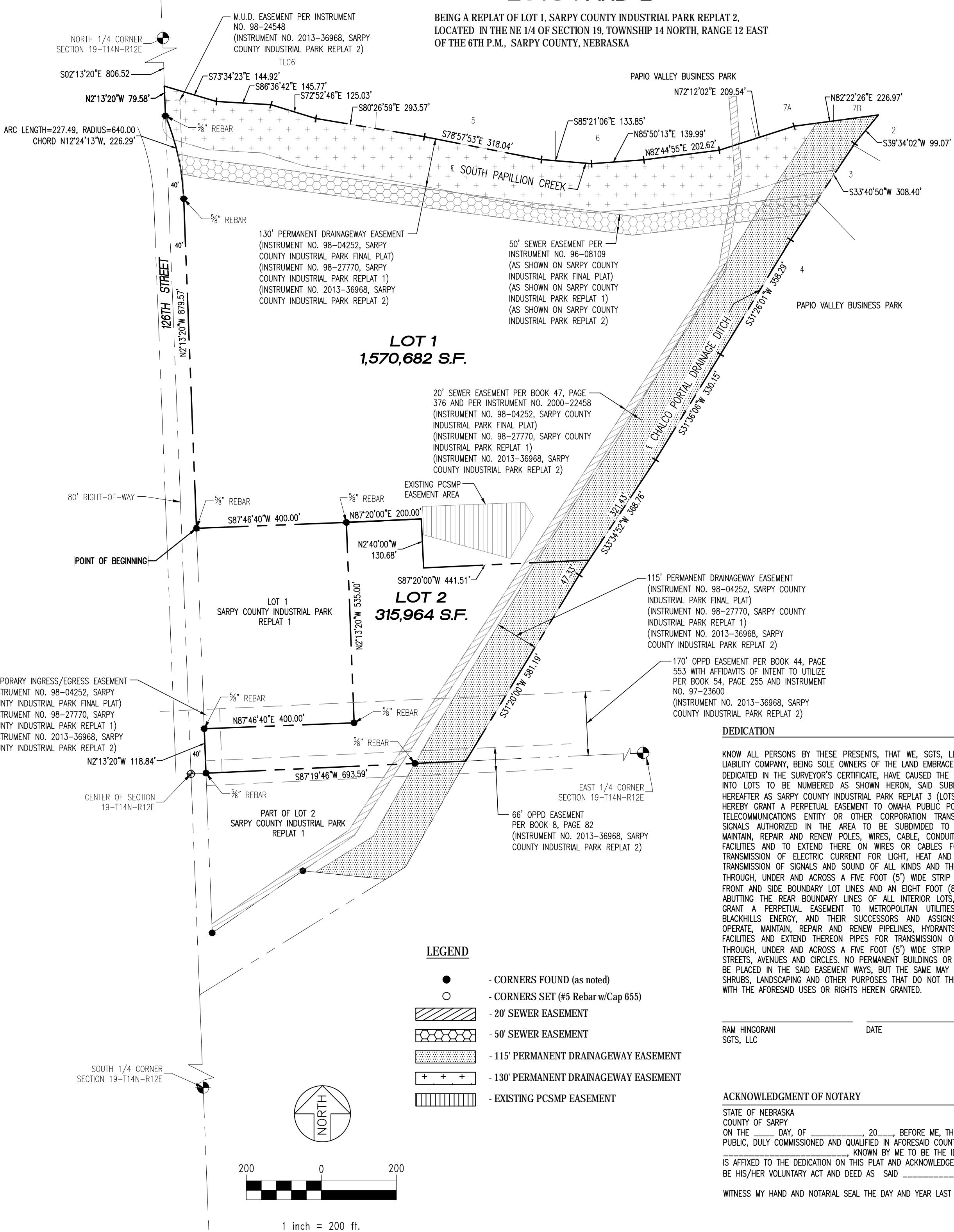
## 126th & West Giles Storage Facility

3-9-2015  
CSB



# **SARPY COUNTY INDUSTRIAL PARK REPLAT 3 LOTS 1 AND 2**

BEING A REPLAT OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2,  
LOCATED IN THE NE 1/4 OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST  
OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HERON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS SARPY COUNTY INDUSTRIAL PARK REPLAT 3, BEING A REPLATTING OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2. DESCRIBED AS FOLLOWS:

LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, A SUBDIVISION LOCATED IN THE NE $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SAID SARPY COUNTY INDUSTRIAL PARK REPLAT 1, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 126TH STREET; THENCE N02°13'20"W, (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 126TH STREET, A DISTANCE OF 879.57 FEET; THENCE NORTHWESTERLY, ALONG SAID EAST RIGHT-OF-WAY LINE OF 126TH STREET, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, ON A CURVE TO THE LEFT WITH A RADIUS OF 640.00 FEET, A DISTANCE OF 227.49 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N12°24'13"W, A DISTANCE OF 226.29 FEET TO A POINT ON THE WEST LINE OF SAID NE $\frac{1}{4}$  OF SECTION 19; THENCE N02°13'20"W ALONG SAID WEST LINE OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, SAID LINE ALSO BEING SAID WEST LINE OF THE NE $\frac{1}{4}$  OF SECTION 19, A DISTANCE OF 79.58 FEET TO A POINT ON THE CENTERLINE OF THE SOUTH PAPILLION CREEK, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID CENTERLINE OF THE SOUTH PAPILLION CREEK, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2 ON THE FOLLOWING DESCRIBED COURSES; THENCE S73°34'23"E, A DISTANCE OF 144.92 FEET; THENCE S86°36'42"E, A DISTANCE OF 145.77 FEET; THENCE S72°52'46"E, A DISTANCE OF 125.03 FEET; THENCE S80°26'59"E, A DISTANCE OF 293.57 FEET; THENCE S78°57'53"E, A DISTANCE OF 318.04 FEET; THENCE S85°21'06"E, A DISTANCE OF 133.85 FEET; THENCE N85°50'13"E, A DISTANCE OF 139.99 FEET; THENCE N82°44'55"E, A DISTANCE OF 202.62 FEET; THENCE N72°12'02"E, A DISTANCE OF 209.54 FEET; THENCE N82°22'26"E, A DISTANCE OF 226.97 FEET TO THE INTERSECTION OF SAID CENTERLINE OF THE SOUTH PAPILLION CREEK AND THE CENTERLINE OF THE CHALCO-PORTAL DRAINAGE DITCH; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF THE CHALCO-PORTAL DRAINAGE DITCH SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, ON THE FOLLOWING DESCRIBED COURSES; THENCE S39°34'02"W, A DISTANCE OF 99.07 FEET; THENCE S33°40'50"W, A DISTANCE OF 308.40 FEET; THENCE S31°26'01"W, A DISTANCE OF 358.29 FEET; THENCE S31°36'06"W, A DISTANCE OF 330.15 FEET; THENCE S33°34'52"W, A DISTANCE OF 368.76 FEET; THENCE S31°20'00"W, A DISTANCE OF 581.19 FEET TO THE INTERSECTION OF SAID CENTERLINE OF THE CHALCO-PORTAL DRAINAGE DITCH AND THE SOUTH LINE OF SAID NE $\frac{1}{4}$  OF SECTION 19; THENCE S87°19'46"W, ALONG SAID SOUTH LINE OF THE NE $\frac{1}{4}$  OF SECTION 19, A DISTANCE OF 693.59 FEET TO A POINT ON SAID WEST LINE OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, SAID POINT ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 126TH STREET; THENCE N02°13'20"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 126TH STREET, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, A DISTANCE OF 118.84 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID SARPY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE N87°46'40"E ALONG THE SOUTH LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE N02°13'20"W ALONG THE EAST LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 535.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1; THENCE S87°46'40"W ALONG THE NORTH LINE OF SAID LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 1, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF LAND 1,886,646 SQ. FT. OR 43.311 ACRES MORE OR LESS.

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TIMOTHY J. CONWAY R.L.S. # 655

**REVIEW BY SARPY COUNTY PUBLIC WORKS**

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THIS PLAT OF SARPY COUNTY INDUSTRIAL PARK REPLAT 3 WAS REVIEWED BY THE OFFICE  
OF SARPY COUNTY SURVEYOR ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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SARPY COUNTY SURVEYOR (SEAL)

## COUNTY TREASURERS CERTIFICATION

AGAINST THE PROPERTY AS DESCRIBED IN THE S  
IN THIS PLAT AS SHOWN BY THE RECORDS OF THE

THIS PLAT OF SARPY COUNTY INDUSTRIAL PARK REPLAT 3 (LOTS NUMBERED AS SHOWN)  
WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS  
DAY OF 20 IN ACCORDANCE WITH STATE STATUTES OF NEBRASKA

ATTEST

## APPROVAL OF LA VISTA CITY P

APPROVED BY THE CITY PLANNING COMMISSION ON THIS \_\_\_\_DAY \_\_\_\_\_ 20\_\_\_\_.

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CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

## APPROVAL OF SARPY COUNTY REGISTRAR OF DEEDS

RECORDED ON THIS        DAY        20      .

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SARPY COUNTY REGISTRAR OF DEEDS

# SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

SARPY COUNTY INDUSTRIAL PARK REF LA 3  
LOTS 1 AND 2  
SARPY COUNTY, NEBRASKA

B NO.

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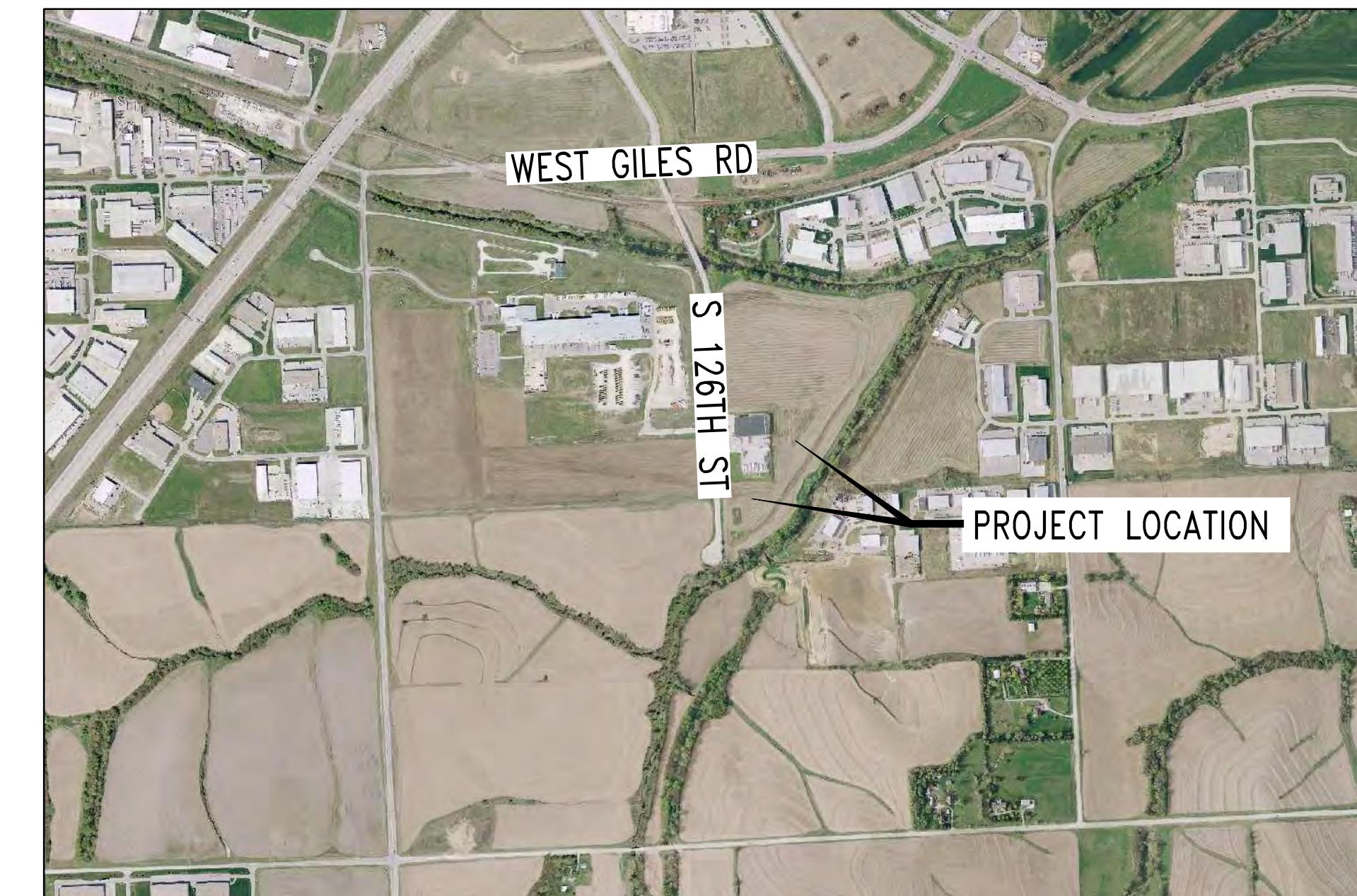
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# SARPY COUNTY INDUSTRIAL PARK REPLAT 3

## PRELIMINARY PLAT

LOTS 1 AND 2  
LA VISTA, NEBRASKA



DRAWING INDEX:	
<b>GENERAL</b>	0 COVER SHEET
<b>CIVIL</b>	
C0-01	PRELIMINARY PLAT
C1-01	OVERALL DEVELOPMENT PLAN
C1-02	SITE PLAN
C1-03	SEDIMENT & EROSION CONTROL PLAN
C1-04	SITE UTILITY PLAN
C1-05	POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
C1-06	EASEMENT PLAN
C1-07	SHARED IMPROVEMENTS PLAN
C1-08	LANDSCAPING PLAN
OWNER:	SGTS LLC 8719 S. 135TH ST OMAHA, NE 68138
SUBOWNER:	SGTS LLC 8719 S. 135TH ST OMAHA, NE 68138
ENGINEER:	THE SCHEMMER ASSOCIATES 1044 N. 115TH ST, SUITE 300 OMAHA, NE 68154
SURVEYOR:	THE SCHEMMER ASSOCIATES 1044 N. 115TH ST, SUITE 300 OMAHA, NE 68154

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

SARPY COUNTY INDUSTRIAL PARK REPLAT 3  
LOTS 1 AND 2  
PRELIMINARY PLAT  
LA VISTA, NEBRASKA  
COVER SHEET

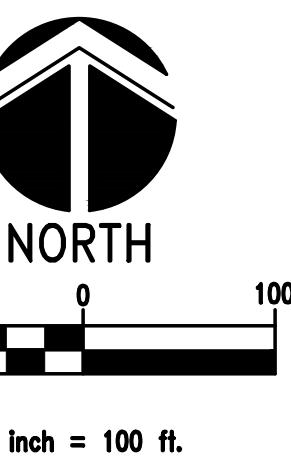
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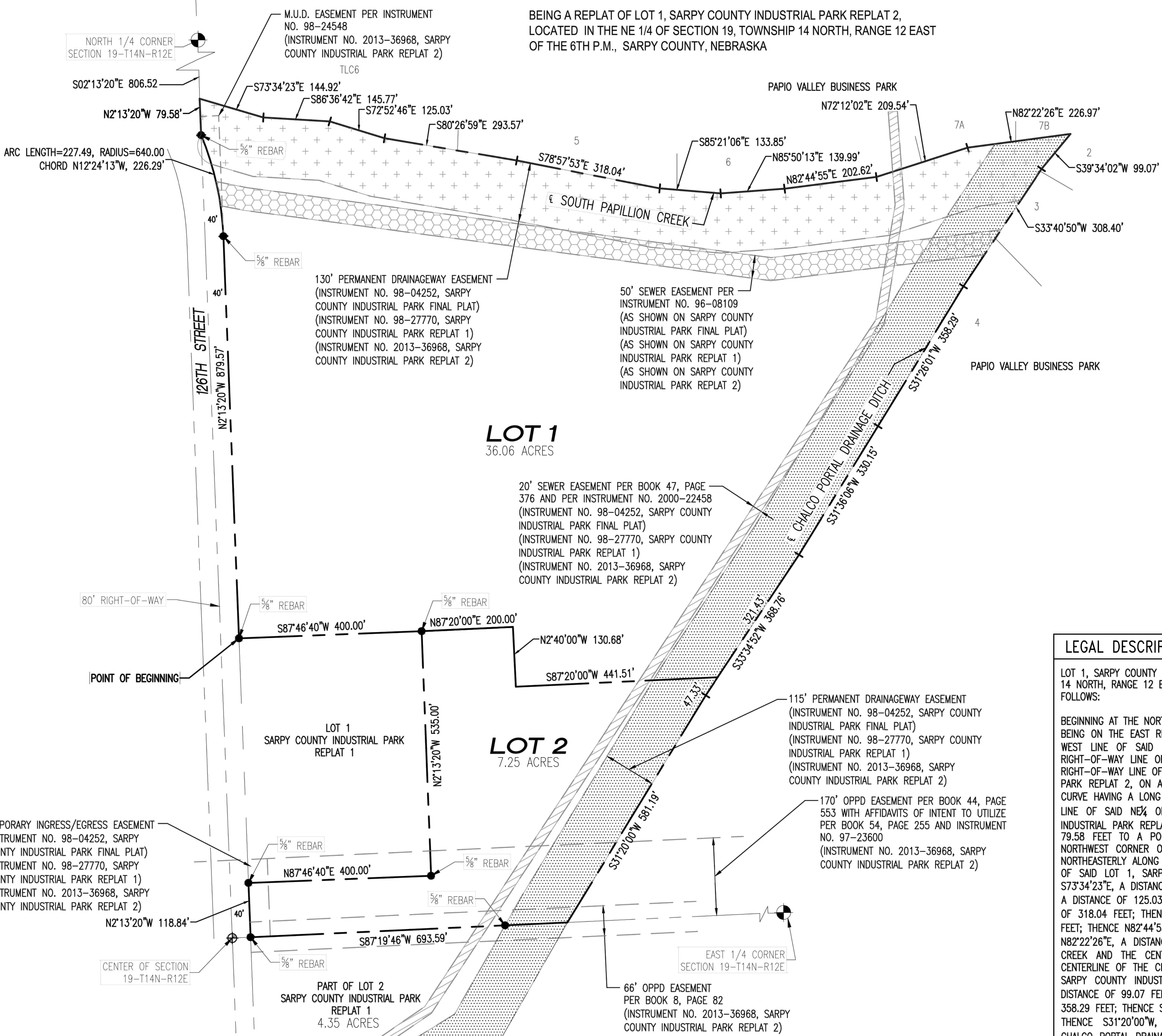
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**SARPY COUNTY INDUSTRIAL PARK REPLAT 3  
LOTS 1 AND 2**



100  
0  
100  
1 inch = 100 ft.



**LEGAL DESCRIPTION:**

LOT 1, SARPY COUNTY INDUSTRIAL PARK REPLAT 2, A SUBDIVISION LOCATED IN THE NE $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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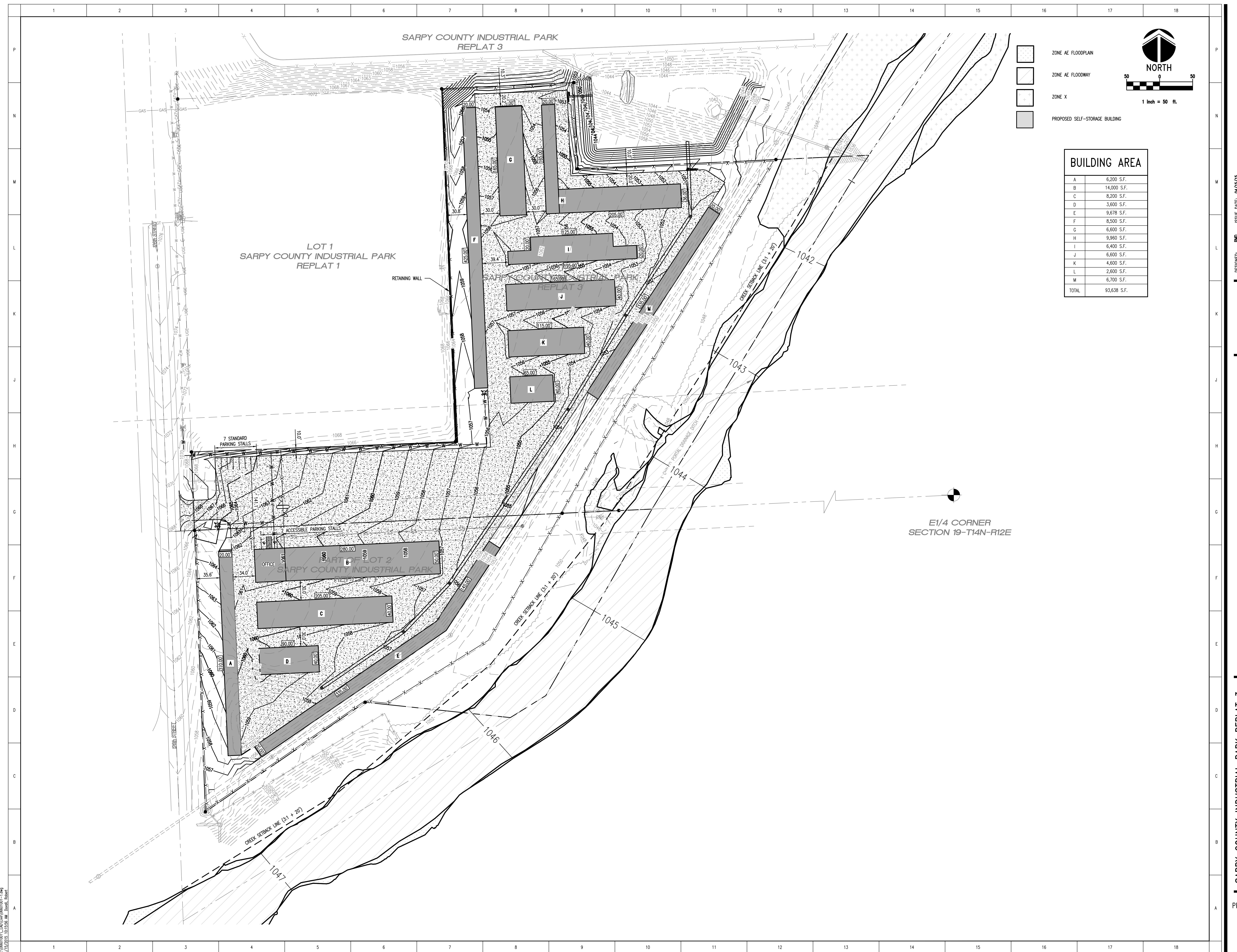
**SCHEMME**  
ARCHITECTS | ENGINEERS | PLANNERS

**SARPY COUNTY INDUSTRIAL PARK REPLAT 3  
LOTS 1 AND 2  
PRELIMINARY PLAT  
LA VISTA, NEBRASKA**

PROJECT NO.: 06601.001

CO-01





# SCHÉMME R

ARCHITECTS | ENGINEERS | PLANNERS

**CHECKED:** **MJH**

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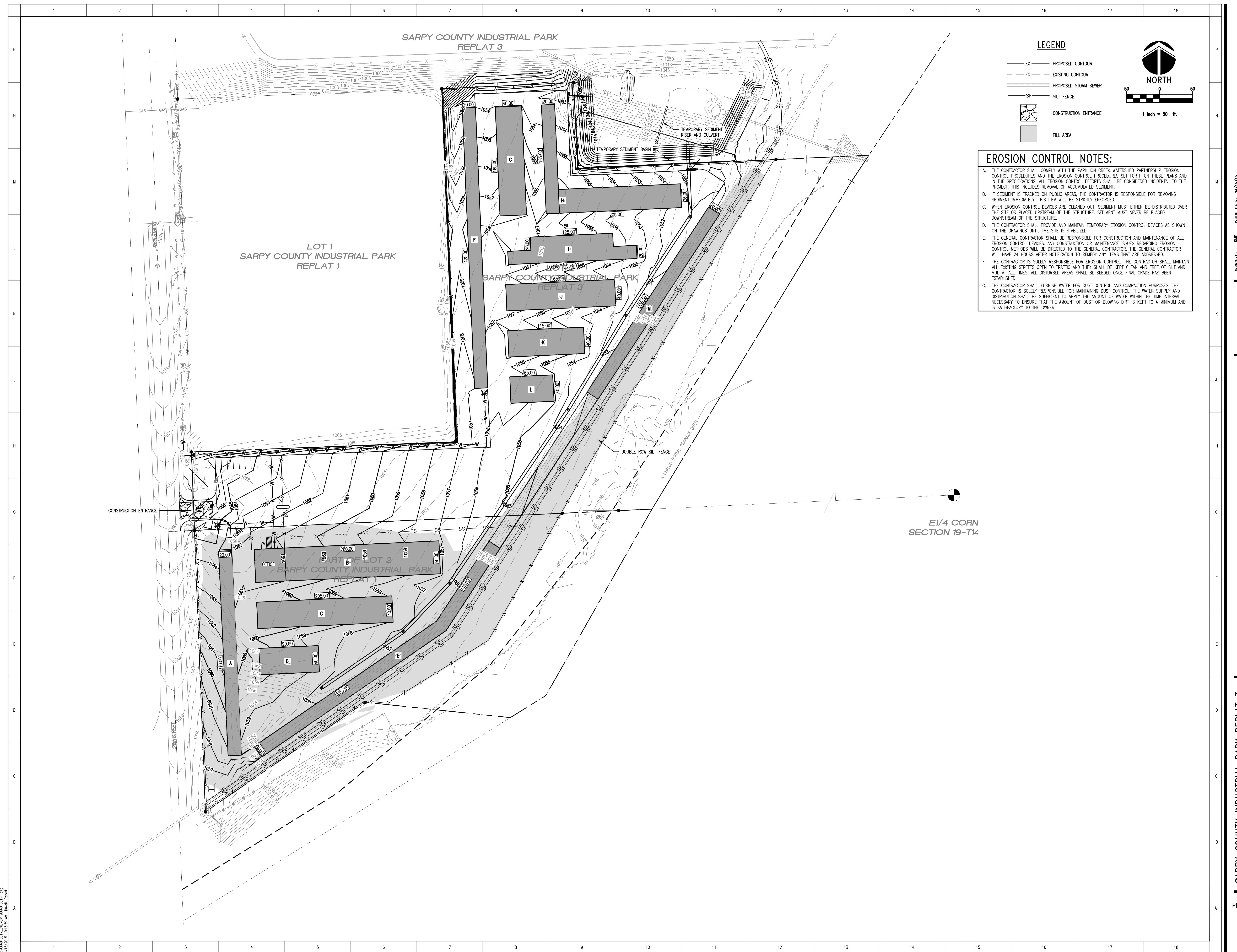
PRELIMINARY PLAT  
LA VISTA, NEBRASKA

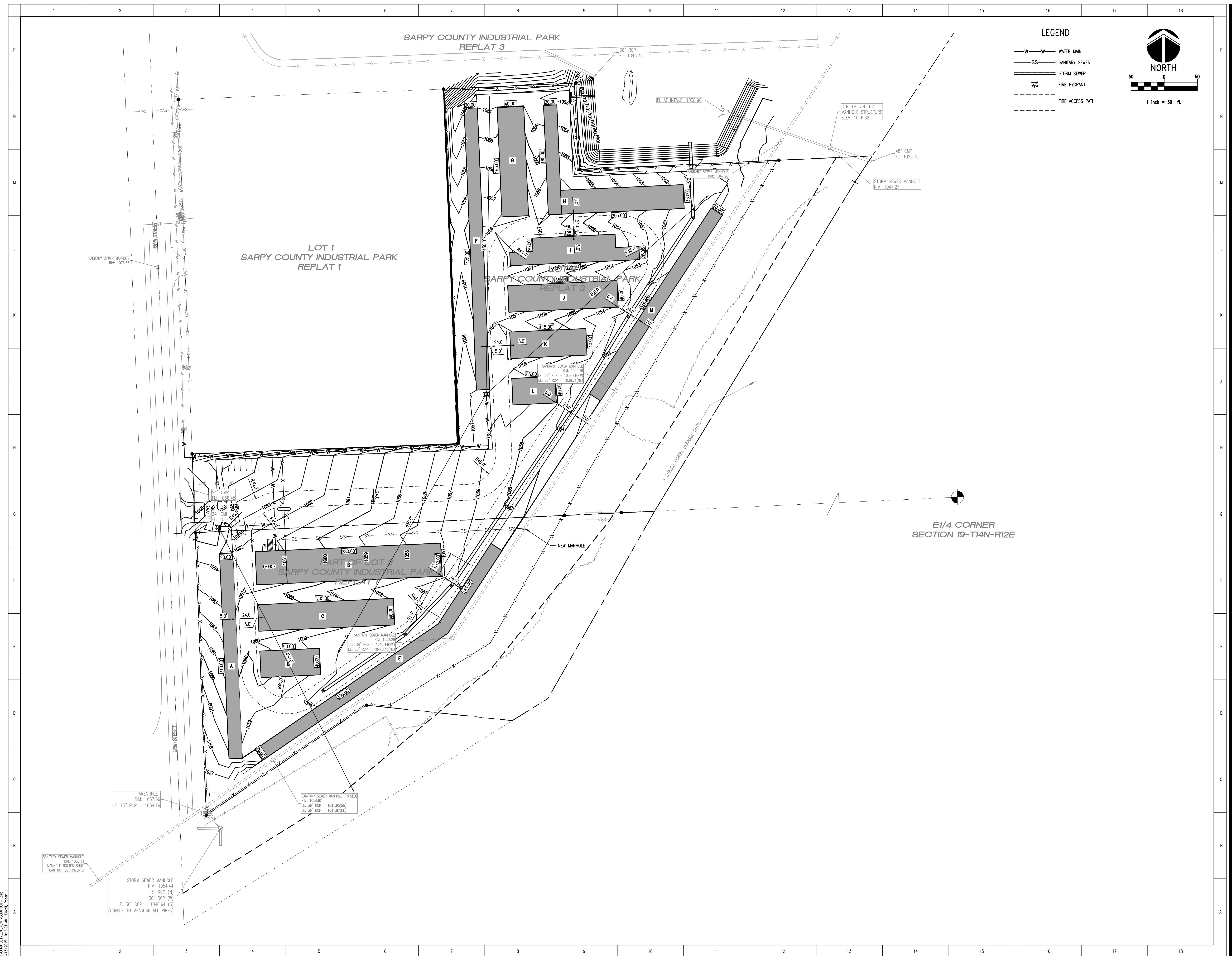
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SITE PLAN

T NO.: 06601.001

1-02





# SCHENMER

ARCHITECTS | ENGINEERS | PLANNERS

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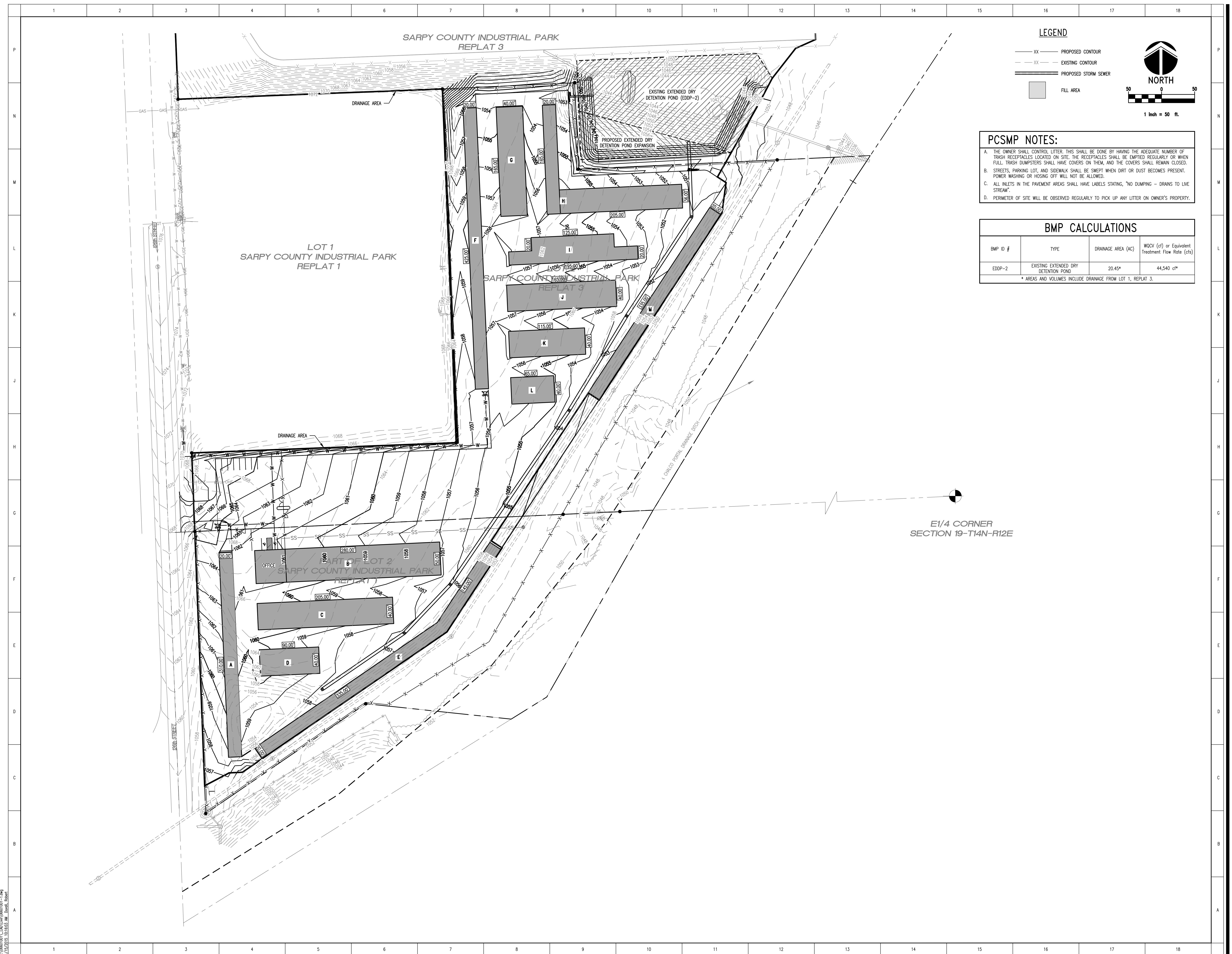
**PRELIMINARY PLAT  
LA VISTA, NEBRASKA**

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**SITE UTILITY PLAN**

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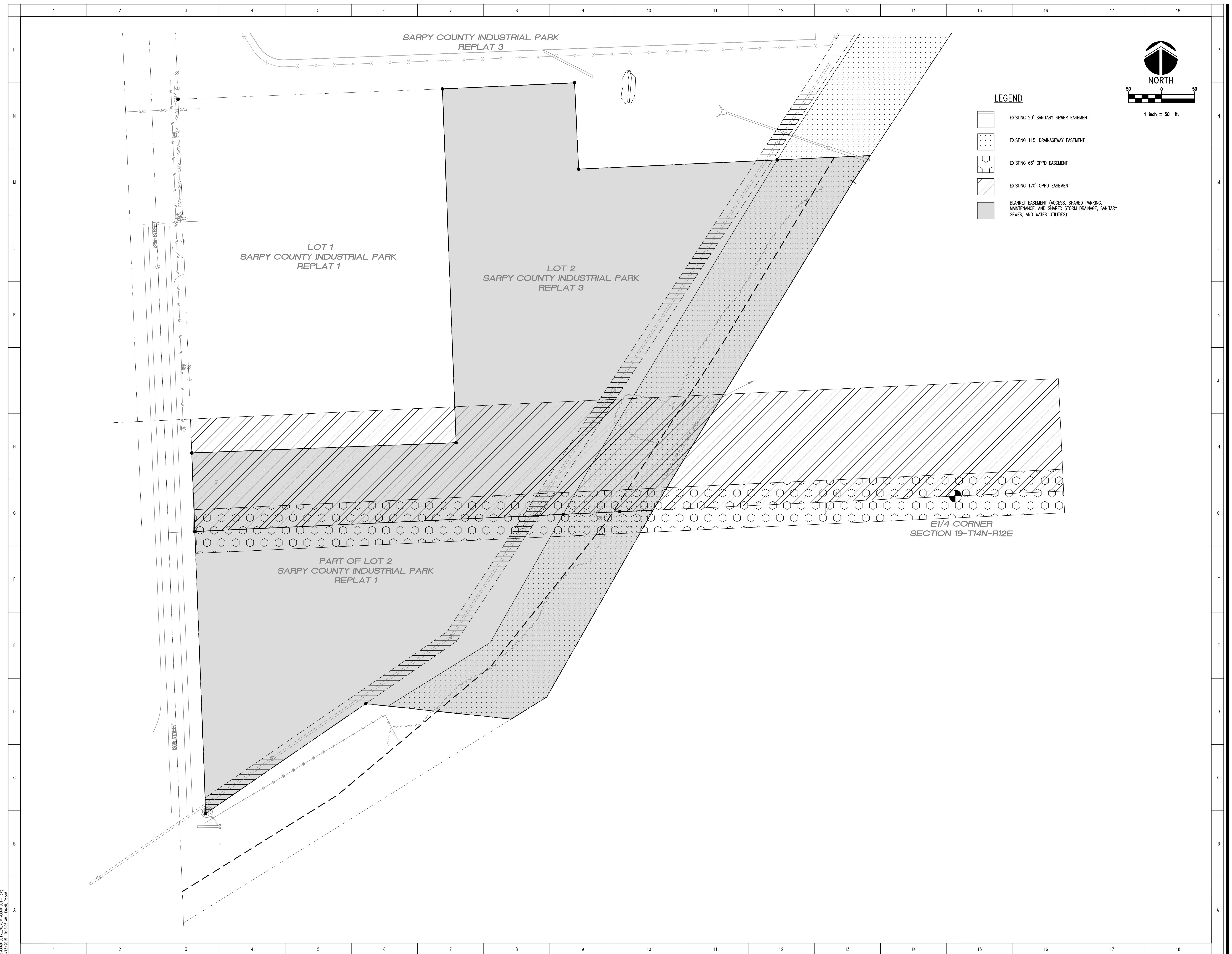
# SCHÉMME R

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# MANAGEMENT PLAN

T NO.: 06601.001

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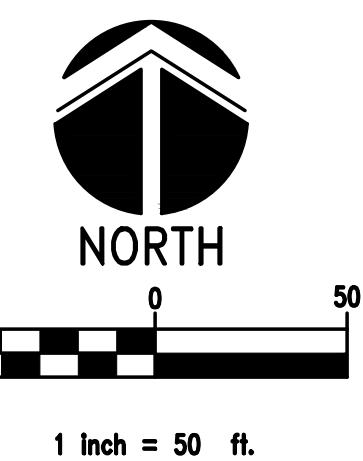
SARPY COUNTY INDUSTRIAL PARK REPLAT 3  
LOTS 1 AND 2  
PRELIMINARY PLAT  
LA VISTA, NEBRASKA  
EASEMENT PLAN

PROJECT NO.: 06601.001

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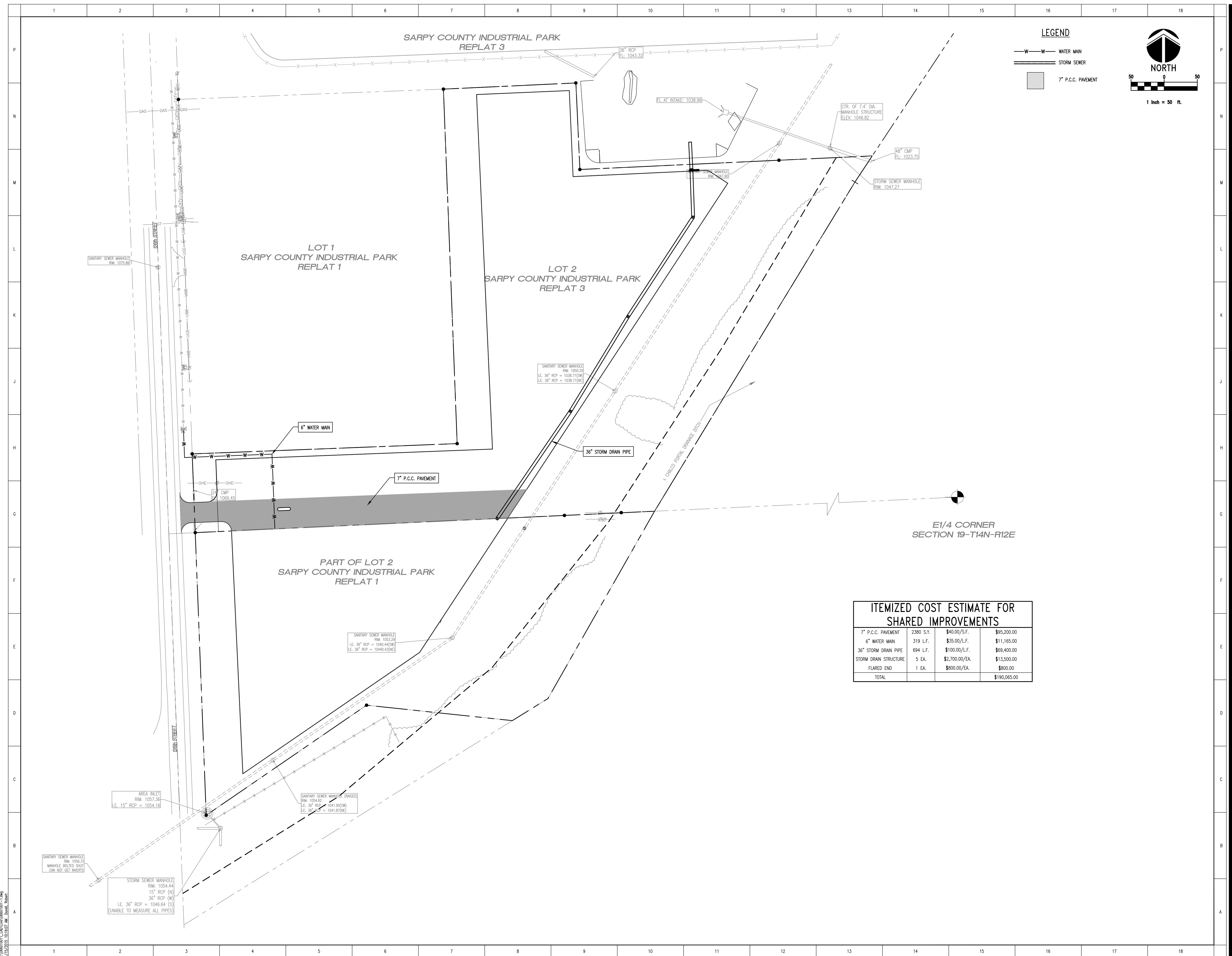
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# SCHÉMME-R

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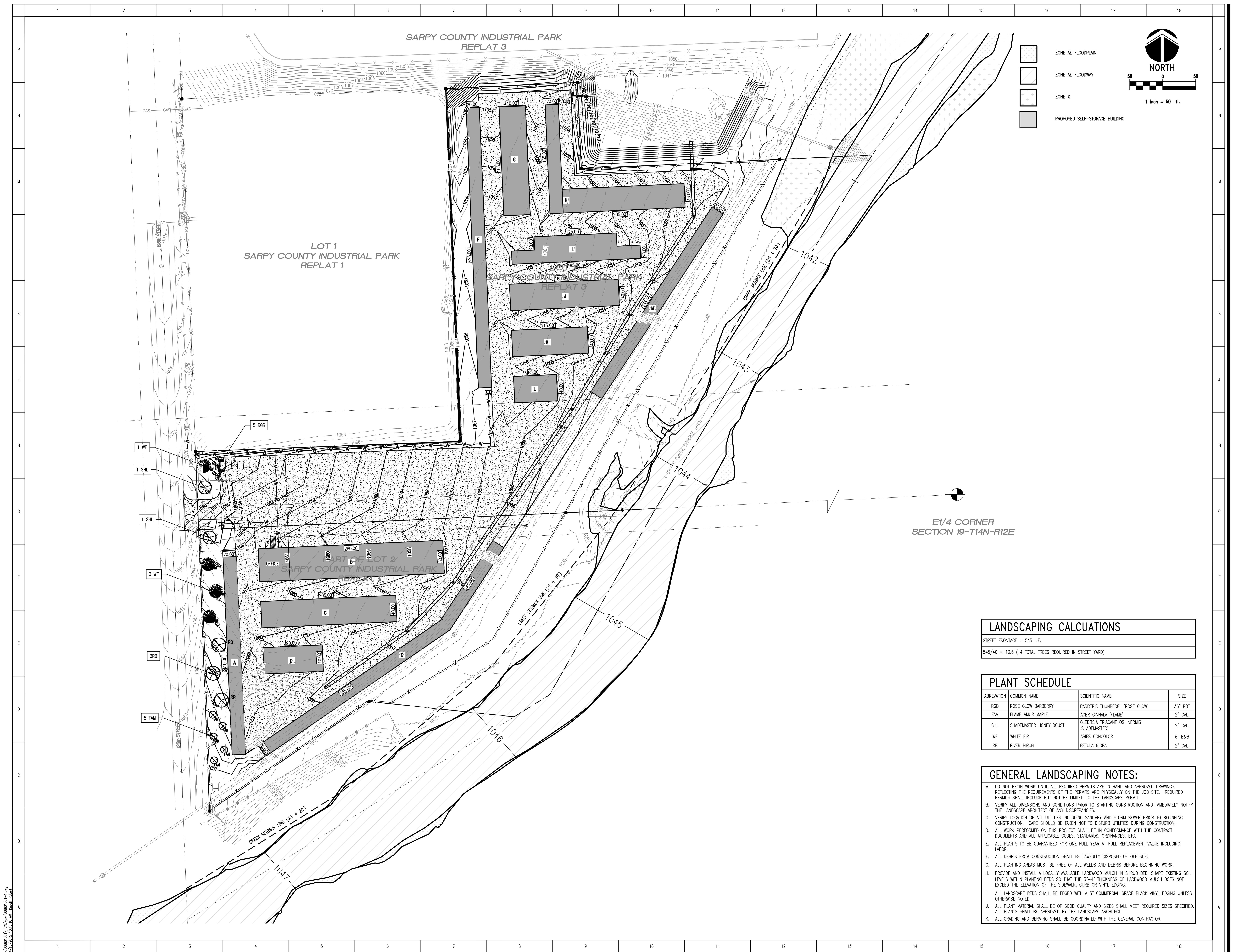
PRELIMINARY PLAT  
LA VISTA, NEBRASKA

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SHARED IMPROVEMENTS PLAN

T NO.: 06601.001

21-07



# SCHÉMME R

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SARPY COUNTY INDUSTRIAL PARK REPLAT 3  
LOTS 1 AND 2  
PRELIMINARY PLAT  
LA VISTA, NEBRASKA

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LANDSCAPING PLAN

PROJECT NO.: 06601.001

21-08

**SUBDIVISION AGREEMENT  
SARPY COUNTY INDUSTRIAL PARK REPLAT 3**

This Subdivision Agreement (the “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between SGTS, LLC, a Nebraska limited liability company (“Subdivider”), and the CITY OF LA VISTA, NEBRASKA (“City”).

WHEREAS, the Subdivider is the owner of the land shown on the current plat attached hereto as Exhibit “A” (hereinafter referred to as “Property”); and

WHEREAS, a portion of the Property is within the corporate limits of the City and the City’s zoning and platting jurisdiction, and a portion of the Property is located within the corporate limits of the City of Papillion, Nebraska (“Papillion”) and Papillion’s zoning and platting jurisdiction; and

WHEREAS, the portion of the Property which is within the corporate limits of the City is currently platted as Lot 1 Sarpy County Industrial Park Replat 2, a platted and recorded subdivision in Sarpy County, Nebraska (“Lot 1 La Vista”). The portion of the Property located within the corporate limits of the City of Papillion is currently platted as shown on Exhibit “A” as part of Lot 2, Sarpy County Industrial Park Replat 1 (“Lot 2 Papillion”); and,

WHEREAS, a distribution center exists on north part of Lot 1 La Vista. The Subdivider proposes to subdivide and construct on remaining portions of Lot 1 La Vista and on Lot 2 Papillion, a self-service storage facility and related improvements as depicted on Exhibit “B” (“Building”), and to do so requests of the City division of Lot 1 La Vista into two lots, specifically Lots 1 and 2, Sarpy County Industrial Park Replat 3, as depicted in Exhibit “C” (the “Replatted Area”). The Subdivider concurrently is requesting of the City of Papillion reviews and approvals with respect to parts of the Building project proposed for Lot 2 Papillion; and,

WHEREAS, the Subdivider and City desire to agree on various matters related to the proposed Building project, including without limitation, the relationship between the City and the City of Papillion’s concurrent review and approval of certain building permits, easements, post construction water management plans, and the method for the installation and allocation of expenses for improvements to be constructed in the Property, all as set forth in this Agreement.

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

1. Improvements. Subdivider shall construct the Building on the Property as shown on Exhibit B, all in accordance with the rules, regulations and permitting requirements of the City or Papillion, as applicable. By entering into this Agreement, Subdivider acknowledges that it shall be required to obtain concurrent review and approval of any building permits and other requirements of the City of Papillion, as applicable.
2. Payment for Private Shared Infrastructure. The Subdivider shall pay the entire cost of all private infrastructure which shall be placed on the Property to support construction of the Building and commercial use of the Property (collectively, the “Improvements”), and the City shall not pay for any costs associated with such Improvements. Prior to recording of

the proposed plat shown on Exhibit "C", 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 private shared infrastructure Improvements to be constructed or otherwise made by the Subdivider, as set forth on Exhibit "D". 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. Subdivider shall maintain the Improvements after construction of the same by Subdivider, all in accordance with the rules, regulations and requirements of the City and Papillion, as applicable.
4. Right to connect to City sewer system. The City acknowledges that \_\_\_\_\_ and the City previously entered into a sewer connection agreement applicable to the Property dated \_\_\_\_\_ ("Sewer Connection Agreement"), which Sewer Connection Agreement shall be incorporated into this Agreement and shall be binding on the Subdivider, Lot 2 of the Replatted Area, and any private sanitary sewer on said Lot 2 to the same extent as if fully set forth in this Agreement, and such prior sewer connection agreement and the provisions of this section 4 shall fulfill the obligation of the Subdivider to obtain a sewer connection agreement for Lot 2 of the Replatted Area.
5. Sewer Connection Fee. The City acknowledges that Subdivider (or its predecessor) previously paid a sewer connection fee to the City for the proposed Lot 2 of the Replatted Area, and no additional fee shall be required from Subdivider to the City for the proposed Lot 2.
6. Watershed Management Fee. The Subdivider shall make payment to the City 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 Lot 2, Sarpy County Industrial Park Replat 3 on which new development or significant redevelopment is to occur:

Lot 2: 7.27 acres @ \$4,387.00 per acre = \$31,893.49

The fee stated in this section above is calculated at the rate currently in effect and is subject to increase. The rate in effect at the time of issuance of the building permit for the Building will be the rate actually used for calculating the fee and payment. Payment shall be made to the City prior to receiving a building permit to construct improvements on any portion of Lot 2..

7. Floodplain/Floodway. Location and components of the Building 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 and Papillion. By entering into this Agreement, the City acknowledges

that Papillion, subject to approval of the City Engineer, may review and approve the post-construction stormwater management plan and grading permit on behalf of the City since both municipalities utilize the same standards.

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, 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 separate instruments, in form and content satisfactory to the City Engineer ("Easements"). The proposed Easements are set forth on Exhibit "E" attached hereto. 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. **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 City.
11. **Binding effect.** This Agreement shall be binding upon the parties, their respective successors, and assigns. This Agreement shall be subject to the terms and conditions of the conditional use permit as attached hereto as Exhibit "F," and further subject to Subdivider obtaining all required approvals of the City and City of Papillion. In the event of any conflict, inconsistency or ambiguity in or among any documents, instruments, rules, regulations, or requirements of the City and the City of Papillion, the more stringent rule, regulation, requirement or interpretation will apply
12. **Right to Enforce.** Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Property (including the Replatted Area) and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
13. **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.
14. **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 if 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.

15. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
16. 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.
17. 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.
18. 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.
19. 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 body of the City and cannot be changed without approval of said governing body and a written amendment executed by proper officials of 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 has the right, but not the obligation, to enforce any and all covenants.

**[The remainder of this page intentionally left blank; signature page follows]**

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

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CITY CLERK

DATE

---

MAYOR

---

DATE

SGTS, LLC, a Nebraska limited liability  
company

---

By: \_\_\_\_\_ DATE

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

## ACKNOWLEDGMENT OF NOTARY

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [\_\_\_\_\_], personally known by me to be the \_\_\_\_\_ of SGTS, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

---

## Notary Public

## EXHIBIT "A"

## Property

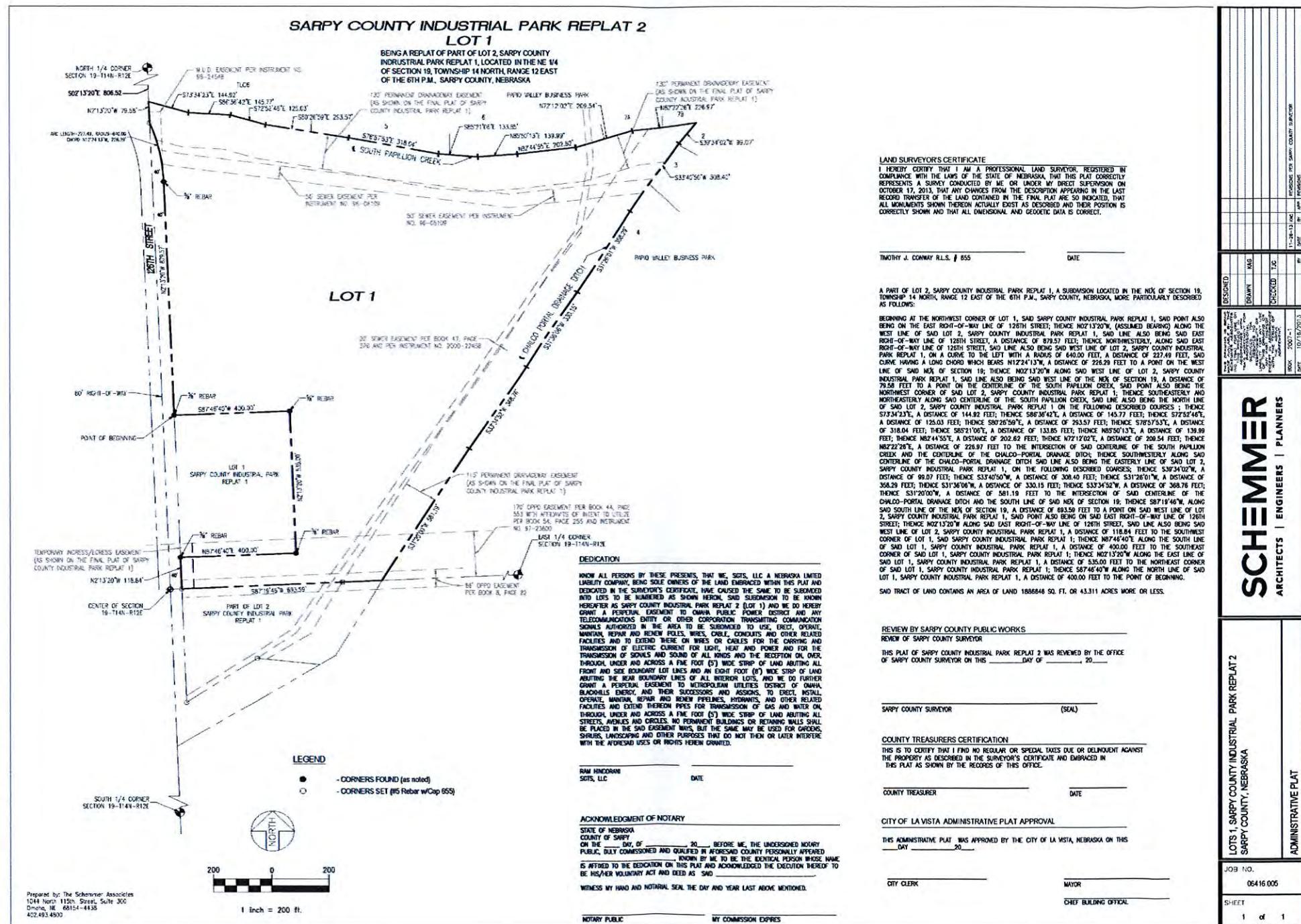




EXHIBIT "C"

Shared Improvements

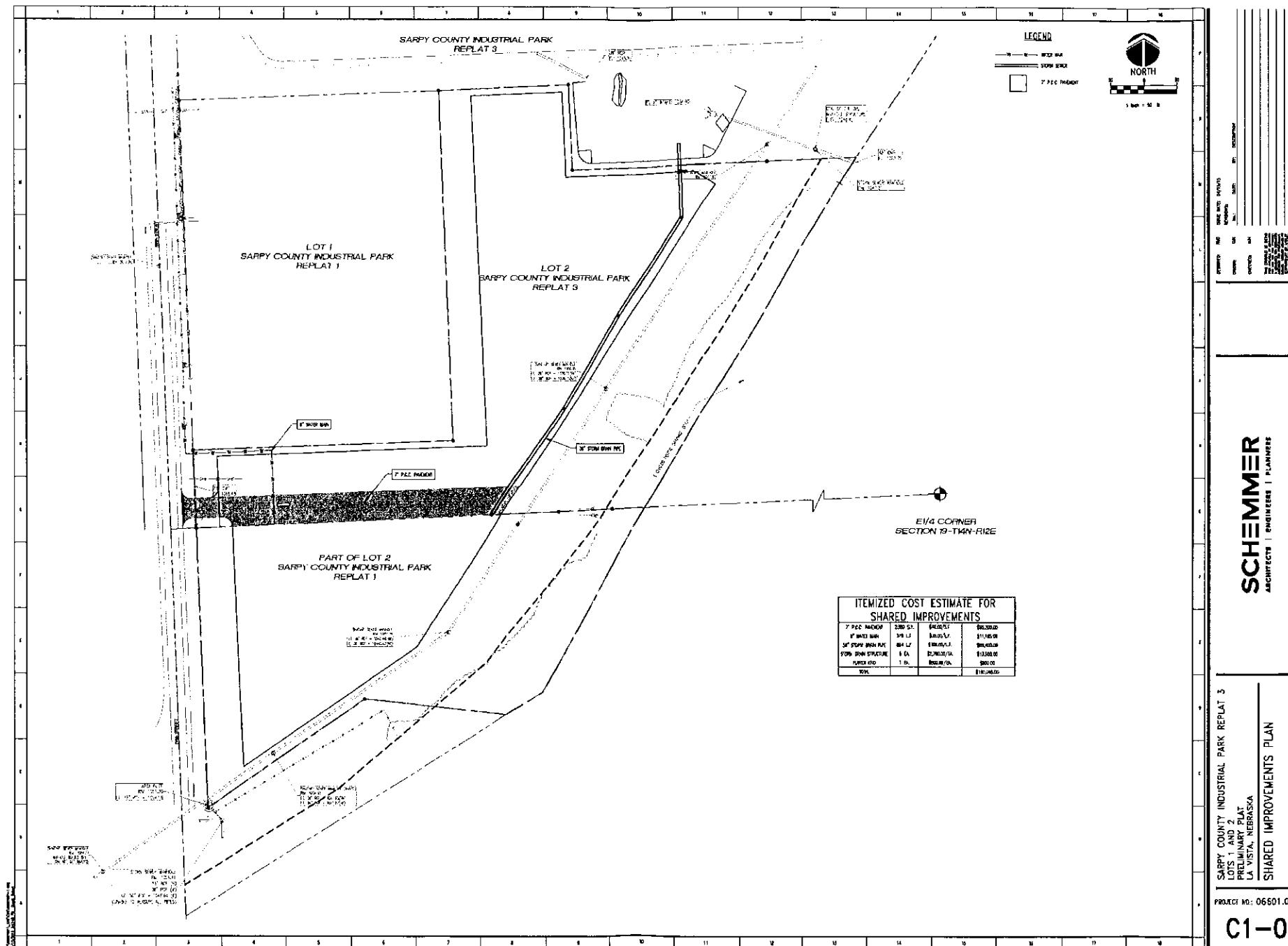


EXHIBIT "D"

Easement

## DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT is made this \_\_\_\_ day of April, 2015, by SGTS, LLC, a Nebraska limited liability company ("Declarant").

WHEREAS, Declarant is the owner of (i) Lot 2, Sarpy County Industrial Park Replat 3 ("La Vista Lot 2"), and (ii) Part of Lot 2, Sarpy County Industrial Replat 1 ("Papillion Lot 2"), each subject to all easements, reservations, covenants and restrictions of record (collectively, the "Lots"), and all as shown on Exhibit "A" attached hereto;

WHEREAS, for the purposes of protecting the value and desirability of the Lots and other reasons, Declarant desires through execution of this instrument to reserve certain rights and impose certain obligations respecting the Lots on the present and future owners of the fee simple title to the Lots.

NOW, THEREFORE, Declarant hereby declares that the Lots shall be held, sold and conveyed subject to the following easements, covenants and restrictions which shall run with the Lots and shall be binding on all parties having any right, title and interest in any of the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

1. Definitions. For purposes of this instrument, "La Vista Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to La Vista Lot 2, but excluding those having such interest merely as security for the performance of an obligation. For purposes of this instrument, "Papillion Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to Papillion Lot 2, but excluding those having such interest merely as security for the performance of an obligation (collectively, La Vista Owner and Papillion Owner are sometimes hereinafter referred to as "Owners").

2. Easement for Ingress and Egress; Parking. Declarant hereby grants and conveys to the Owners a perpetual, non-exclusive blanket easement for vehicular and pedestrian ingress and egress to and from each of the Lots over, upon and across all portions of the Lots which are not subsequently improved with buildings, all as designated as "Blanket Easement" as shown on Exhibit "B" attached hereto; provided, however, said easement does not allow for parking on any

areas designed for a shared driveway (the "Shared Driveway") except for temporary parking by customers when loading or unloading personal property and during times that will not interfere with traffic on the Shared Driveway. Additionally, Declarant hereby grants and conveys to the Owners a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from each of the Lots over, upon and across that portion of each Lot designated by the respective Owner as "parking spaces" on the respective Lot, all as shown on a final plan approved by the Declarant and any necessary governmental entity prior to development of each Lot.

3. Sewer Line and Utilities Easement. Declarant hereby grants and conveys to the Owners a perpetual, non-exclusive easement in, to, over, under, along and across that portion of the Lots necessary for access to and from, installation, operation, flow, passage, use, maintenance, connection and repair of all utilities and sewer lines beneficial to the Lots. Additionally, Declarant hereby grants and conveys to the Owners a perpetual, non-exclusive easement in, to, over, under, along and across that portion of the Lots necessary for storm water drainage flowing from one Lot to another Lot, and including, but not limited to, utilizing any detention pond which may be located on one of the Lots. The easement rights described in this Section 3 shall sometimes hereinafter be collectively referred to as the "Utilities".

4. Initial Construction. Declarant shall obtain any necessary permits for construction of the Shared Driveway, Utilities and any other necessary private infrastructure placed on the Lots to support their respective development (collectively, the "Improvements") and shall install the Improvements in a manner that complies with all governmental and regulatory requirements. The Improvements shall be installed in accordance with the terms of the Subdivision Agreement (Sarpy County Industrial Park Replat 3) entered into by Declarant with the City of La Vista, Nebraska as of \_\_\_\_\_, 2015 (the "Subdivision Agreement").

5. Maintenance. The Owners shall maintain the Improvements in good condition, whereby each Owner shall pay a pro rata share of said maintenance in accordance with each Owner's pro rata ownership of the area of the Lots, which shall be as follows:

<u>Lots</u>	<u>Area (in square feet)</u>	<u>Pro Rata Share</u>
La Vista Lot 2	315,963	62.5%
Papillion Lot 2	189,338	37.5%
<b>Total</b>	<b>505,301</b>	<b>100%</b>

The maintenance of the Improvements shall be such as is reasonably necessary to keep the same in a neat, clean and sanitary condition. Said maintenance on the Shared Driveway shall include, but shall not be limited to, the following: removal of any and all accumulations of ice and snow, which shall include any necessary sanding and salting; removal of any and all accumulations of dirt and debris; repair of the surface condition which shall include pavement, sealing, pothole repair, resurfacing and complete replacement (as necessary); any necessary painting and striping to indicate traffic line patterns. Said maintenance on the Utilities shall include, but shall not be limited to, the following: removal and replacement of any drain tiles, culverts, water lines, sewer lines, electrical lines, conduit and any other materials or services as may be necessary to retain the Utilities in good working order; removal of any accumulations of dirt and debris from the detention pond; and repair and maintenance of any surface condition (i.e., grading, landscaping) necessary to maintain the Utilities as contemplated after the initial construction and after any subsequent maintenance, repairs or add-ons.

6. Subsequent Construction. Any Owner electing to connect to the Utilities to provide service to their respective Lot (each a "Separate Utility Line") shall obtain all permits and approvals and shall pay all costs and expenses with respect to the initial construction and all subsequent maintenance, relocation or abandonment of the Separate Utility Line. The Separate Utility Line shall be maintained by the Owner which installed it in a safe, clean and good state of repair and condition. An Owner which installs a Separate Utility Line shall perform all such work in compliance with governmental requirements and in a manner that does not disturb or restrict any other Owners' use of the Improvements. Except in the case of a maintenance emergency, an Owner shall provide at least fifteen (15) days' prior written notice to the other Owners before commencement of any work on a Separate Utility Line. When performing any initial construction or subsequent maintenance on a Separate Utility Line, said Owner agrees to defend, protect, indemnify and hold harmless the Declarant and other Owners from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, arising out of or resulting from the exercise of the right to install, maintain and operate the Separate Utility Line. An Owner which installs a Separate Utility Line shall provide the other Owners with a copy of an as-built survey showing the location of said Separate Utility Line.

7. Hookup Fees; Other Fees. Any Lot which connects to the Improvements shall pay an initial fee (the "Fee") in an amount determined by Declarant. Any Lot which connects to the Utilities shall also pay any other hook-up fees or permit fees (if any) required from governmental entities.

8. Compliance with Other Agreements. Any Owner which connects his/her/its Lot to the Improvements must comply with all of the terms and conditions set forth in the Subdivision Agreement. In the event that an Owner violates the terms of the Subdivision Agreement, said Owner shall be responsible for paying any fees or charges which might be assessed against Declarant or any other Owners due to such Owner's actions.

9. Maintenance Manager. The Owners shall elect, by majority vote, a maintenance manager (the "Maintenance Manager") to ensure that the Improvements are maintained in accordance with Section 5. Each Owner shall have one (1) vote, and the Maintenance Manager can either be one of the Owners or some other third-party. Notwithstanding the foregoing provisions of this Section 9, the Declarant shall be the Maintenance Manager for as long as the Declarant is an Owner of a Lot.

At the end of each month, the Maintenance Manager shall submit to the Owners a detailed statement showing an itemization of the total actual cost of maintenance performed on the Improvements and each Owner's pro rata share of said costs as determined in accordance with Section 5. Each Owner shall pay their respective share of said costs within fifteen (15) days after receipt of such invoice from the Maintenance Manager. In the event that an Owner does not pay its invoice within said 15-day period, the Maintenance Manager shall have the authority to (i) charge interest on the overdue amount at the rate of 18% per annum and (ii) file a lien against the Owner's Lot until the invoice and all amounts accruing are paid in full.

The Maintenance Manager shall perform maintenance on the Improvements in a reasonable and diligent manner and shall use every effort to perform such maintenance at the lowest reasonable cost. In the event that the Maintenance Manager fails to perform its duties as set forth in this Section 9, any of the Owners may, seven (7) days after providing written notice to the Maintenance Manager of its failure to provide said maintenance, perform or have performed the necessary maintenance actions contemplated by Section 5; provided, however, seven (7)

days' written notice shall not be necessary in the event of maintenance which must occur in a more timely manner (i.e., snow and ice removal). In the event that any Owner performs maintenance in accordance with the provisions set forth in this paragraph, said Owner shall be entitled to seek reimbursement from the other Owners in the same manner as set forth in this Section 9.

10. Insurance. Each Owner shall carry its own comprehensive or commercial general liability insurance on its respective Lot and said insurance shall extend to the Improvements.

11. Covenants Running With the Land. The right to use the Improvements shall be non-exclusive and shall run with the land and shall be for the benefit of the Owners, their successors or assigns, tenants, sub-tenants, employees, customers and business invitees. The responsibility to maintain the Improvements shall run with the land and shall be for the benefit of the Owners, their successors or assigns, tenants, sub-tenants, employees, customers and business invitees.

12. Attorneys' Fees and Costs. If any Owner engages an attorney to enforce the provisions of this Declaration of Easement against the other Owners, then the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees and costs incurred.

DATED this \_\_\_\_ day of April, 2015.

SGTS, LLC, a Nebraska limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

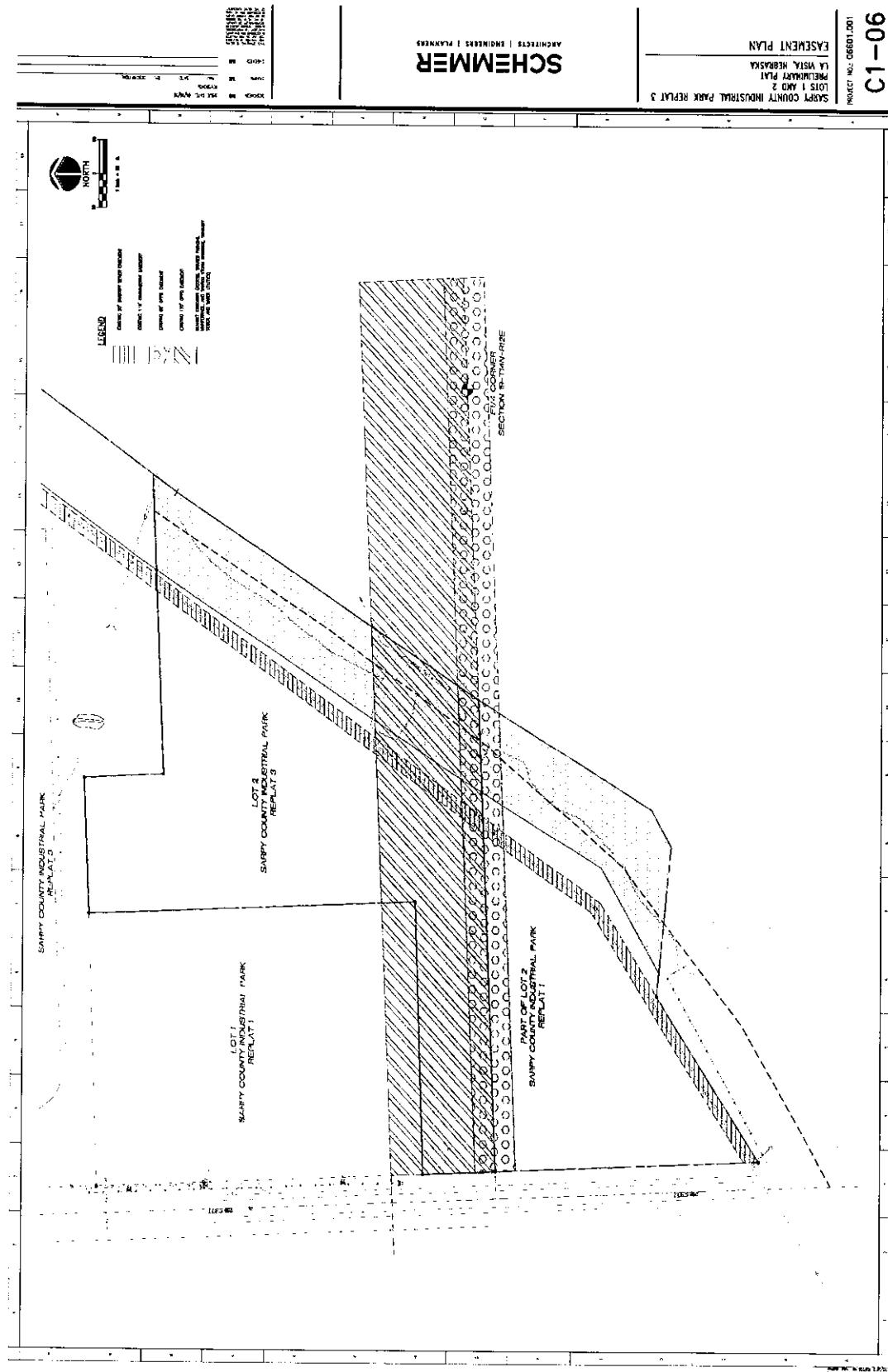
The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2015, by \_\_\_\_\_, \_\_\_\_\_ of SGTS, LLC, a Nebraska limited liability company, for and on behalf of said company.

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



**EXHIBIT "B"**

## SHARED DRIVEWAY



## **City of La Vista Conditional Use Permit**

### **Conditional Use Permit for Self Storage Facility**

This Conditional Use Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, SGTS LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a new self storage facility as permitted in the I-1 Zoning District upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 2, Sarpy County Industrial Park Replat 3 in the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska (“Property”).

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a new self storage facility based upon the criteria prescribed in the La Vista Zoning Ordinance; and

WHEREAS, Owner concurrently will construct and operate self storage facilities on Lot 2, Sarpy County Industrial Park Replat 1, which lot is adjacent to the Property and located in the City of Papillion (“Lot 2 Papillion”). Self storage facilities on Lot 2 Papillion will be constructed and operated with facilities on the Property in La Vista as a unified development and business. Development and operation of Lot 2 Papillion shall be subject to jurisdiction, requirements and approvals of the City of Papillion.

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes on the Property, subject to certain conditions and agreements as hereinafter provided and prescribed in the La Vista Zoning Ordinance.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit “A” hereto for the construction of a new storage facility, said use hereinafter being referred to as “Permitted Use or Use”.

#### **Conditions of Permit**

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof without the prior written consent of the City (amendment to permit) shall cause permit to expire and terminate, unless exempted herein.
2. In respect to the proposed Use:
  - a. Site plans showing the boundaries of the Property and easements, proposed structures, parking, limited access points, utilities, and drives is provided and attached to the permit as “Exhibits A, B, and C”.

- b. Office hours will be daily from 6:30 a.m. to 9:00 p.m.
- c. There will be one full-time property manager and one full-time assistant manager along with a part-time person responsible for cleaning and maintaining the facility. Property managers are responsible for the marketing and leasing of storage units, customer care, and collection of delinquent accounts.
- d. The site is 7.27 acres and will be comprised of 9 self-storage buildings. All uses, including secondary or incidental uses, shall conform to the I-1 Zoning District Regulations. The sale or leasing of automobiles, trailers or the like is not permitted.
- e. The premises shall be developed and maintained in accordance with the site plans (Exhibit A, B, and C) and landscaping plan (Exhibit D) as approved by the City and incorporated herein by this reference.
- f. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility's structures, except trash receptacles and those approved in writing by the City.
- g. All trash receptacles shall be placed on property and securely fastened to building or concrete. All trash dumpsters shall be properly screened with a six-foot enclosure and gated with materials similar to the building construction. Such enclosure shall be subject to approval of the Chief Building Official.
- h. All mechanical units shall be properly screened from public view by structural or vegetative screens, subject to approval of the Chief Building Official.
- i. There shall not be any outside storage of materials or goods.
- j. There shall not be any storage or sale of explosives or hazardous materials.
- k. All permanent and temporary signs shall comply with the City's sign regulations.
- l. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- m. Owner shall obtain permits for grading and Post Construction Stormwater Management Permit from the City of Papillion. Building permits will be concurrently reviewed and issued by both cities.
- n. All structures shall be constructed, maintained and operated in a safe and responsible manner, and in accordance with any applicable laws, rules or regulations, including, but not limited to, applicable environmental or safety laws, as amended or in effect from time to time, and shall not cause, or create risk of injury or damage to, or loss of life, property or the environment.
- o. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- p. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of

the conditional use.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
  - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
  - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
  - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
5. If the permitted use is not commenced within one (1) year from \_\_\_\_\_, 2015, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
8. This permit shall be subject to the terms and conditions of the subdivision agreement between the Owner and City with respect to the Property, dated \_\_\_\_\_, and further shall be subject to Subdivider obtaining all required approvals of the City and City of Papillion. In the event of any conflict, inconsistency or ambiguity in or among any documents, instruments, rules, regulations, or requirements of the City and the City of Papillion, the more stringent rule, regulation, requirement or interpretation will apply.
9. Recitals at the beginning of this permit, and all exhibits, agreements or instruments referenced in this permit, shall be incorporated into this permit by reference.

## **Miscellaneous**

The conditions and terms of this permit shall constitute covenants running with the land and shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

**Contact Name and Address:** Ram Hingorani  
SGTS LLC  
8719 S. 135th Street  
Omaha, NE 68138

**Effective Date:**

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

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

Attest:

---

Rita Ramirez  
City Clerk

**CONSENT AND AGREEMENT**

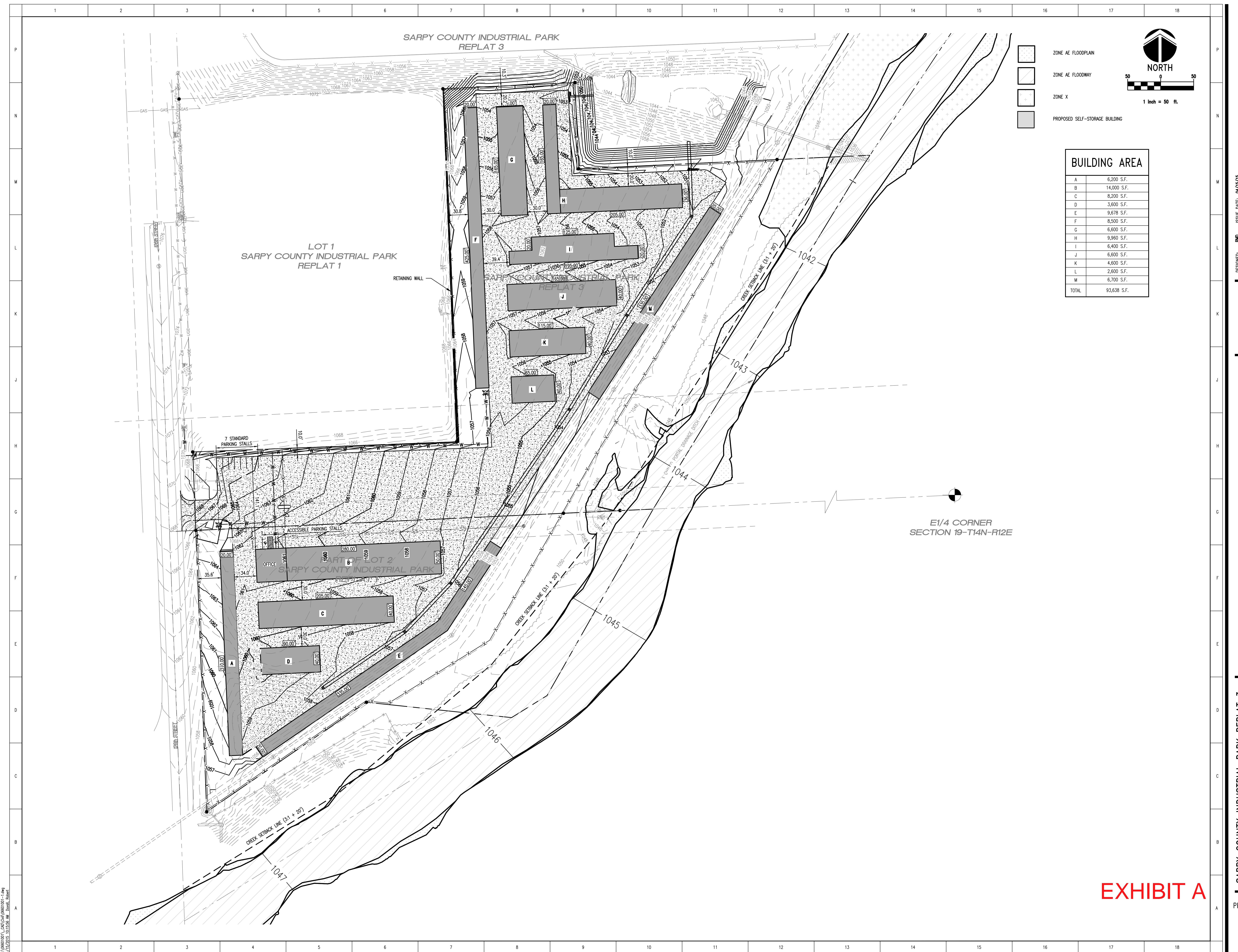
The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: \_\_\_\_\_

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

Date: \_\_\_\_\_



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**MJH**

**CHECKED:**

**THIS DRAWING IS BEING  
MADE AVAILABLE BY SCHEMMER  
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AGREEMENT FOR PROFESSIONAL  
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OF THE ABOVE AGREEMENT.**

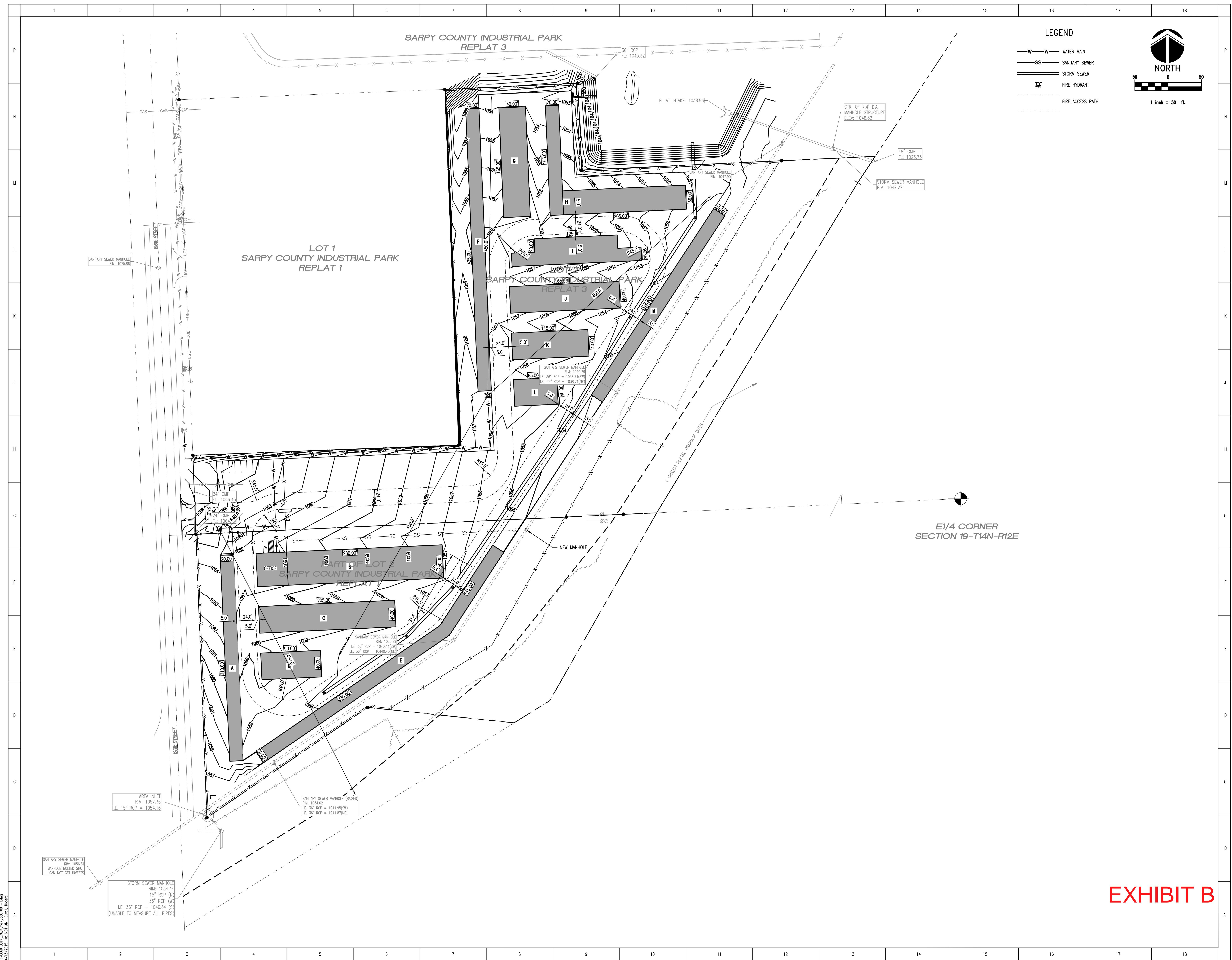
PRELIMINARY PLAT  
LA VISTA, NEBRASKA

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SITE PLAN

T NO.: 06601.001

1-02



# SCHENMAYER

ARCHITECTS | ENGINEERS | PLANNERS

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**PRELIMINARY PLAT  
LA VISTA, NEBRASKA**

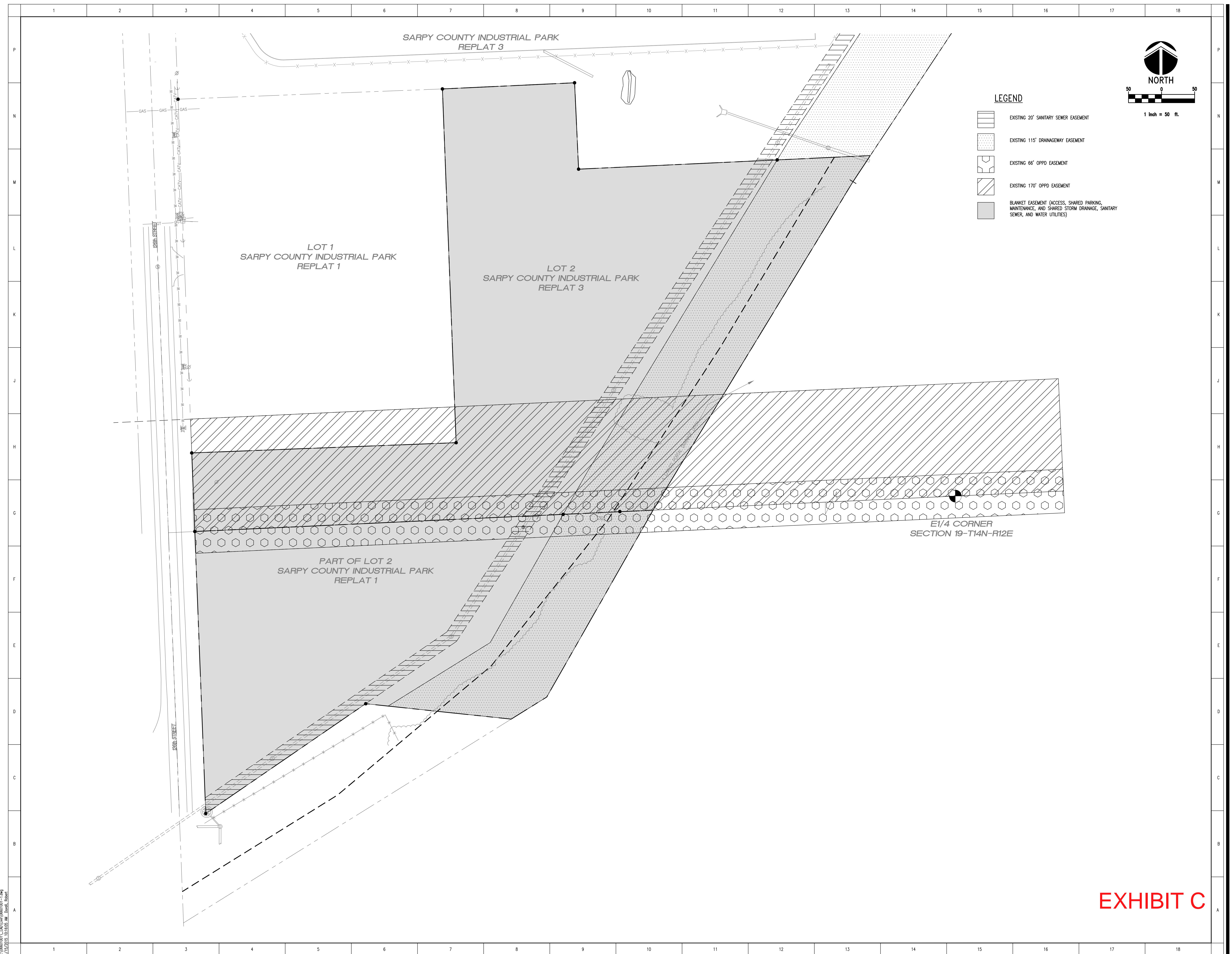
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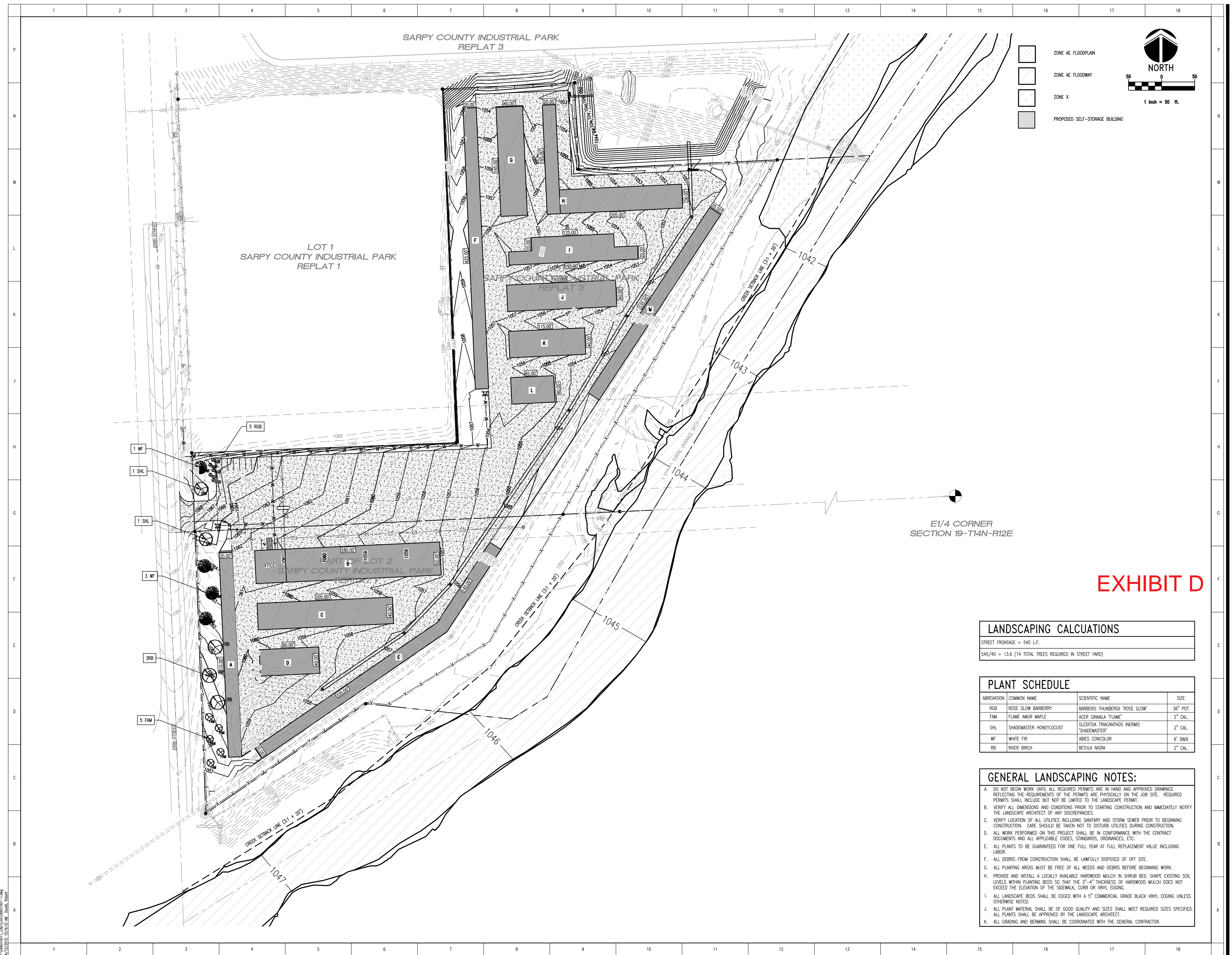
**SITE UTILITY PLAN**

T NO.: 06601.001

# EXHIBIT B

1-04





**SCHEMME**  
ARCHITECTS | ENGINEERS | PLANNERS

**SARPY COUNTY INDUSTRIAL PARK REPLAT 3**  
**LOTS 1 AND 2**  
**PRELIMINARY PLAT**  
**LA VISTA, NEBRASKA**  
**LANDSCAPING PLAN**

PROJECT NO.: 06601.001

**C1-08**