

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2015 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR FINAL PUD PLAN & SUBDIVISION AGREEMENT LOT 3, SOUTHPORT WEST REPLAT ONE (NE OF WESTPORT PKWY. & W. GILES RD.	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and resolutions have been prepared to approve the Final PUD Plan and Subdivision Agreement for approximately 20 acres located northeast of Westport Parkway and West Giles Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled and resolutions have been prepared to approve the Final PUD Plan and Subdivision Agreement application by Costco Wholesale Corporation for approximately 20 acres platted as Lot 3, Southport West Replat One, generally located northeast of Westport Parkway and West Giles Road.

The property is zoned C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District). The applicant has requested approval of a Final PUD Plan and Subdivision Agreement to allow for the development of a Costco retail store.

A detailed staff report is attached.

The Planning Commission held a public hearing on August 20, 2015, and unanimously recommended approval of the Final PUD Plan to City Council contingent on the finalization of the landscaping plan prior to City Council approval of the Final PUD Plan.

RESOLUTION NO. 15 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOT 3, SOUTHPORT WEST REPLAT ONE, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, Costco Wholesale Corporation, on behalf of the owners of the above described piece of property, Heritage-Westwood La Vista, LLC, have made application for approval of a final planned unit development plan for Lot 3, Southport West Replat One; and

WHEREAS, the City Planner and the City Engineer have reviewed the final planned unit development plan; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval contingent on the finalization of the landscaping plan prior to City Council approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lot 3, Southport West Replat One, located in the SE 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located northeast of Westport Parkway and West Giles Road be, and hereby is, approved.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

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 THE FOURTH AMENDMENT TO THE SOUTHPORT WEST SUBDIVISION AGREEMENT FOR LOT 3, SOUTHPORT WEST REPLAT ONE.

WHEREAS, the City Council did on June 30, 2005, approve the subdivision agreement for Southport West; and

WHEREAS, the Developer, as successor and owner of Lot 3, Southport West Replat One, Costco Wholesale Corporation, has agreed to execute an Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Fourth Amendment to the Southport West Subdivision Agreement presented at the November 17, 2015, City Council meeting for Lot 3, Southport West Replat One 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 any modifications, additions, or deletions the City Administrator determines necessary or advisable in consultation with the City Engineer or City Attorney.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2015-PUD-05

FOR HEARING OF: November 17, 2015

Report Prepared on November 9, 2015

I. GENERAL INFORMATION

- A. APPLICANT:** Costco Wholesale Corporation
- B. PROPERTY OWNER:** Heritage-Westwood La Vista LLC
- C. LOCATION:** Northeast corner of West Giles Road and Westport Parkway
- D. LEGAL DESCRIPTION:** Lot 3, Southport West Replat One
- E. REQUESTED ACTION(S):** PUD Site Plan approval for a Big Box Retail Store
- F. EXISTING ZONING AND LAND USE:**
C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District); vacant.
- G. PROPOSED USES:** The Planned Unit Development (PUD) Site Plan will allow the applicant to operate a Big Box Retail Store on the property.
- H. SIZE OF SITE:** 20.48 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The lot is currently vacant. The property is relatively flat in the main buildable area. However, it has a drastic slope down to the adjoining streets along the eastern, western, and southern edges of the lot.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. **North:** Cabela's, Big Box Retail Store; C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District)
 - 2. **East:** Vacant; C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District)

3. **South:**
Lot 4, Sarpy County Industrial Park Phase 2, Vacant; I-1 Light Industrial and Gateway Corridor District (Overlay District);

Lots 1 and 2, Gary and Debbie Pink No. 2, Vacant; C-2 General Commercial District and Gateway Corridor District (Overlay District)
4. **West:** Vacant; C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District)

C. RELEVANT CASE HISTORY:

1. N/A

D. APPLICABLE REGULATIONS:

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial/Office Park District
2. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
3. Section 5.15 of the Zoning Regulations – Planned Unit Development District

III. ANALYSIS

A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan currently designates this property for commercial uses.

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. Access will be from the City Parking District access road, a three-lane roadway connecting the City Parking District to South 125th Street and Westport Parkway. The development will utilize two connections to this road along its north property line. Two access points to the City Parking District from the access road will provide for overflow parking.
2. A 6-foot wide sidewalk will be constructed along the City Parking District access road and along the east and west sides of the property for pedestrian access.
3. Signal timing and other traffic-related adjustments will be completed in Southport West in consideration of the anticipated traffic impacts of this development.

D. UTILITIES: All utilities are available to the site.

E. PARKING REQUIREMENTS: The Southport West PUD criteria requires at least 4.5 stalls per 1,000 square feet.

The PUD Site Plan provides a total of 759 stalls of which 79 stalls are to be within the adjacent City Parking District facility. The intent of the City Parking District was to provide for shared parking so that not every facility in Southport West would have to maximize on-site parking for peak periods. This allows for more efficient use of parking and a higher density of development.

The accessible parking stall requirement is 2% of the on-site total parking count and is compliant.

- F. LANDSCAPING:** The landscaping plan has been reviewed as part of the design review process that is required for developments within Southport West and the Gateway Corridor District.

IV. REVIEW COMMENTS:

1. The proposed landscaping plan was recently revised to accommodate a shift in the geometry of the City Connector Street Improvements. As such, the design review process has not been completed in regards to the landscaping plan. Staff recommends approval of any final changes to the landscaping plan through the design review process.
2. As the subject property is within the Gateway Corridor District and is subject to the Southport West Design Guidelines and the Gateway Corridor District Design Guidelines, any development on the property will need to go through the City's building and site design approval process. This process is underway but not required to be completed prior to the Final PUD approval process.
3. The applicant has been in contact with the Fire Marshall about fire protection as per comment #4 of the initial staff review letter and has received approval.
4. A preliminary drainage study has been submitted and is currently under review by the City Engineer. A final drainage study will need to be submitted and approved prior to building permit issuance.
5. In addition to the primary use as a big box retail store, the proposed development will also include automotive repair or service as well as fuel sales. As per Section 6 of the Southport West PUD Ordinance these uses are permitted only as an accessory use to an anchor store or big box retail store which is applicable in this case.
6. The maximum permitted building height is 90 feet unless otherwise limited by the FAA. The proposed height on the elevation views is a maximum of 33 feet. The applicant will need to work with the FAA to verify approval of their height limits prior to the issuance of a building permit. If a construction crane is to be used on the site, it may also require FAA approval.
7. Building setbacks are to be per the C-3 zoning unless modified otherwise by the PUD plan. The C-3 regulations specify 25 feet minimum for front

yard unless there is parking in front in which case the minimum is 50 feet. The setbacks as shown are compliant.

8. The PUD Ordinance requires open space of at least 25 percent of the lot area. The total open space provided is calculated at 25.7 percent. The PUD ordinance also requires landscaped areas in the parking areas to be at least 10 percent of the paved areas. The total parking area landscaping provided is 5.8 percent. The excess greenspace at the perimeter of the parking lot exceeds the required perimeter landscaping, sufficiently offsetting the lack of landscaped areas in the parking lot. A note has been added to the site plan to allow for this reduced percentage within the parking areas.

V. STAFF RECOMMENDATION – FINAL PUD SITE PLAN:

Staff recommends approval of the Final PUD Site Plan, contingent on the final review and approval of the Landscaping Plan through the design review approval process.

VI. STAFF RECOMMENDATION – SUBDIVISION AGREEMENT AMENDMENT:

Staff recommends approval of the Second Amendment to the Southport West Subdivision Agreement contingent upon modifications, additions, or deletions the City Administrator determines necessary or advisable in consultation with the City Engineer or City Attorney.

VII. PLANNING COMMISSION RECOMMENDATION – FINAL PUD SITE PLAN:

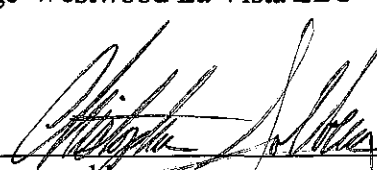
The Planning Commission held a public hearing on August 20, 2015, and unanimously recommended approval of the Final PUD Site Plan to City Council, contingent on the finalization of the landscaping plan prior to City Council approval of the Final PUD Site Plan.

VIII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. City Engineer's Review Letter
3. Construction Schedule
4. PUD Site Plan map set
5. Subdivision Agreement

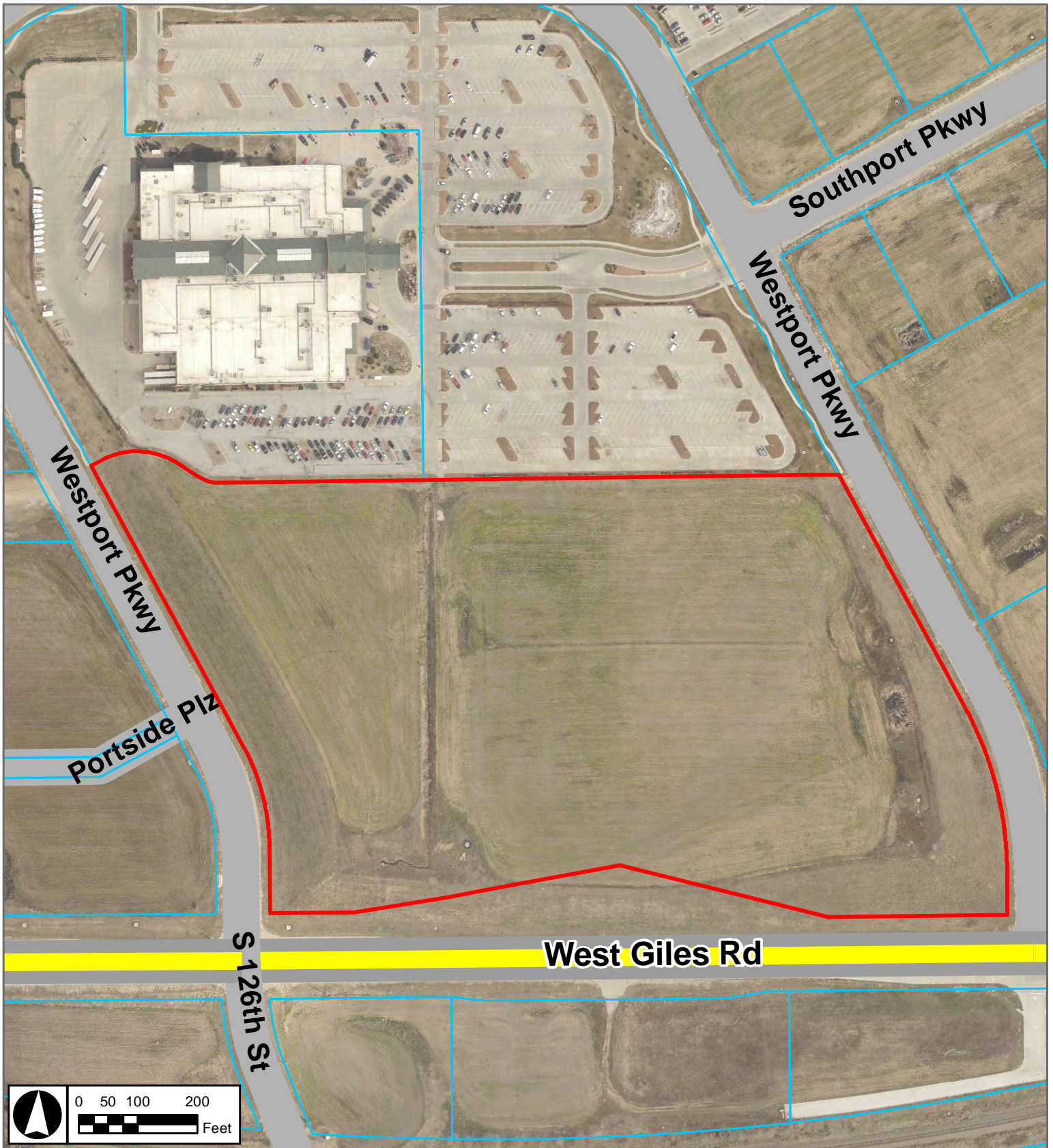
IX. COPIES OF REPORT TO:

1. Theodore R. Johnson, TJ Design Strategies, Ltd.
2. Sterling Cramer, Olsson Associates
3. Dean Bernstein, Heritage-Westwood La Vista LLC
4. Public Upon Request

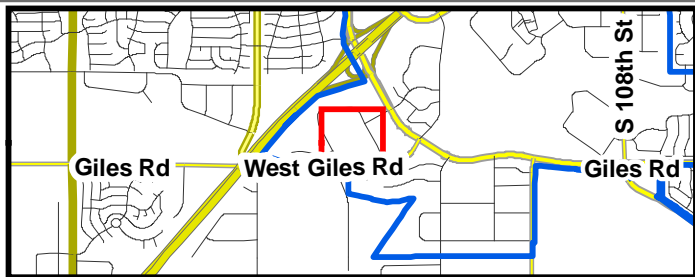

Prepared by


Community Development Director

11-11-15
Date



Project Vicinity Map



Costco PUD

8-10-2015
CSB





July 14, 2015

Mr. Christopher Solberg
City Planner
City of La Vista
8116 Park View Blvd.

RE: Preliminary PUD, Preliminary Plat-Initial Review
Southport West Replat One, Lot 3
Proposed COSTCO Warehouse
City Engineer Review Comments

Chris:

I have reviewed the documents that you provided to me for the above-referenced application asking for comments by July 22, 2015. Based on the elements for consideration set forth in the applicable section of the Zoning Regulations for a Preliminary PUD, the Southport West PUD regulations dated February 17, 2015, and the 2013 Gateway Corridor Design Regulations. I have the following comments:

Section 5.15 of the Zoning Regulations

1. Article 5.15.04.01 requires a schedule of construction to be submitted.
2. Article 5.15.04.02 addresses arrangements for public improvements. The City desires to create a public road along the north edge of this site to improve access to the Off-Street Parking District. A development agreement needs to be prepared to address a right-of-way dedication for the public street, conceptual design of the public street, modification of existing storm sewer easements, and coordination of the public street construction.
3. In regard to Articles 5.15.04.03, a preliminary traffic impact analysis was received from Olsson Associates. Once a consultant has been selected for the City Parking District Access Improvements, which will include traffic engineering expertise, the traffic impact analysis will be reviewed in more detail. Prior discussions on this project have indicated that the public road along the north side of the site may need to be 3-lanes wide and is to include a pedestrian path along the road. This may require more right-of-way width than the 60 feet currently shown.

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f: 402-331-4375

Community Development
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f: 402-331-4375

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

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

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

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

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

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

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

www.cityoflavista.org
info@cityoflavista.org

4. In regards to Article 5.15.04.04 the proposed location of on-site fire hydrants for fire protection need to be shown. The Fire Marshall needs to review the plan for fire access and fire hydrant spacing.
5. Relative to Article 5.15.04.07 the required parking count is 749 stalls based on the total building footprint but deleting the enclosed canopy space and tire changing space at 4.5 stalls per 1,000 square feet (Southport West PUD criteria) and adding 4 tire bays at 3 spaces per bay. Two site plan configurations have been submitted. One provides all parking on site in a total of 736 stalls. The second configuration provides a total of 759 stalls of which 79 stalls are to be within the adjacent City Parking District facility. The intent of the City Parking District was to provide for shared parking so that not every facility in Southport West would have to maximum on-site parking for peak periods. This allows for more efficient use of parking and a higher density of development. Therefore, I am satisfied with either parking scenario but would prefer the one that creates the least impervious surface and allows for the most storm water management space. This would be the option utilizing the City Parking District parking spaces. The accessible parking stall requirement is 2% of the on-site total parking count and is met by either option.
6. In regards to Article 5.15.04.15 a public sidewalk will be required as part of the public street construction. I recommend that the sidewalk be at least 6 feet wide and be located on one side of the public street.
7. In regards to Article 5.15.05.04, a preliminary drainage study for storm water management is needed.

Gateway Corridor District Design Guidelines-Sept. 17, 2013

8. Section I-D pertains to appearance of parking areas. A landscaping plan has been provided and needs to be reviewed by other City staff or the design review consultant for suitability. I have not reviewed the landscaping plan.
9. Section III-B identifies the considering the grades of walks to make them inviting. The preliminary grading plan indicates a number of retaining walls along the proposed public street. During final design of the public street, efforts to reduce the extent of retaining walls will be needed. Changes for the Preliminary PUD are not needed at this time, but final design efforts should consider reducing retaining walls where possible.
10. Section III-I specifies screening of service yards, mechanical equipment, etc. The provisions for screening of the trash compactor area need to be reviewed for suitability.
11. Section III-K sets forth the applicable storm water management criteria. The preliminary drainage study noted in Item 6 above will need to follow those criteria. Also, if there is an ability to provide more than the minimum storm water peak flow reduction, this needs to be considered. There are downstream limitations in drainage capacity. The consultant selected for the City Parking District Access Improvements will be asked to examine options to increase downstream drainage capacity.

Southport West PUD Ordinance-February 17, 2015

12. The PUD allows uses per the C-3 zoning regulations with limitations as set forth in Section 6. The proposed use as a retail trade center is permitted and Section 6 allows automotive repair or service (tire installation) only as an accessory use to a big box retail store which is applicable in this case.
13. The maximum permitted building height is 90 feet unless otherwise limited by the FAA. The proposed height on the elevation views is a maximum of 33 feet. The applicant will need to work with the FAA to verify their height limits.
14. Building setbacks are to be per the C-3 zoning unless modified otherwise by the PUD. The C-3 regulations specify 25 feet minimum for front yard unless there is parking in front in which case the minimum is 50 feet. If West Giles Road were considered the front, then the building is shown with 40 feet by scale to the closest right of way point and parking is not shown in front of that side of the building, so 40 feet would be compliant. Westport Parkway frontages are far in excess of the minimums.
15. The PUD requires open space of at least 25 percent of the lot area. It appears that this percentage is exceeded, but the data needs to be presented on the site plan. The PUD also requires landscaped areas in the parking areas to be at least 10 percent of the paved areas. Calculations need to be provided. The spacing of the parking lot landscaping appears to meet the criteria set forth in the PUD ordinance.
16. Proposed sidewalks along Westport Parkway need to be 5 feet wide, 6 inches thick and need to be serpentine. See criteria in Exhibit C, Section 6 of the Southport West PUD Ordinance.
17. To review other elements required by Exhibit C of the Southport West PUD Ordinance the Site Plan needs to include details on site lighting, benches, bike racks, trash cans, etc.
18. I recommend that the greenspace on the site along the proposed public street be a minimum of 10 feet wide. This is not addressed by the PUD Ordinance.

Please note that I have not reviewed the signage or building design for compliance with the Southport West PUD Ordinance.

Please contact me if you have questions about my comments.

Prepared by:

A handwritten signature in blue ink, reading "John M. Kottmann", is written over a horizontal line.

John M. Kottmann

City Engineer

Costco Wholesale - La Vista, NE

8.11.15

Preliminary Construction Schedule

Mobilize/Erosion Control/Mass Grading: 4.4.16-5.13.16

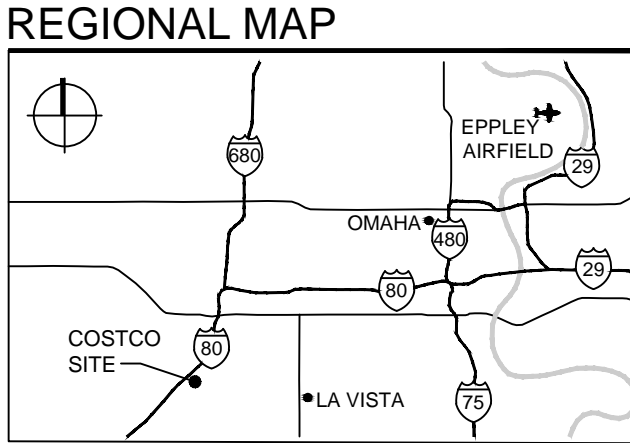
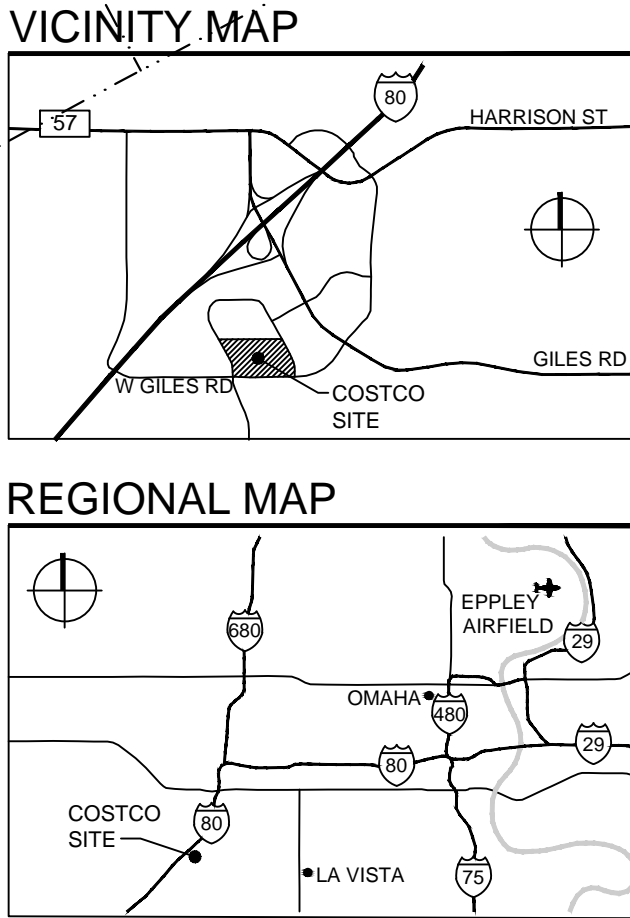
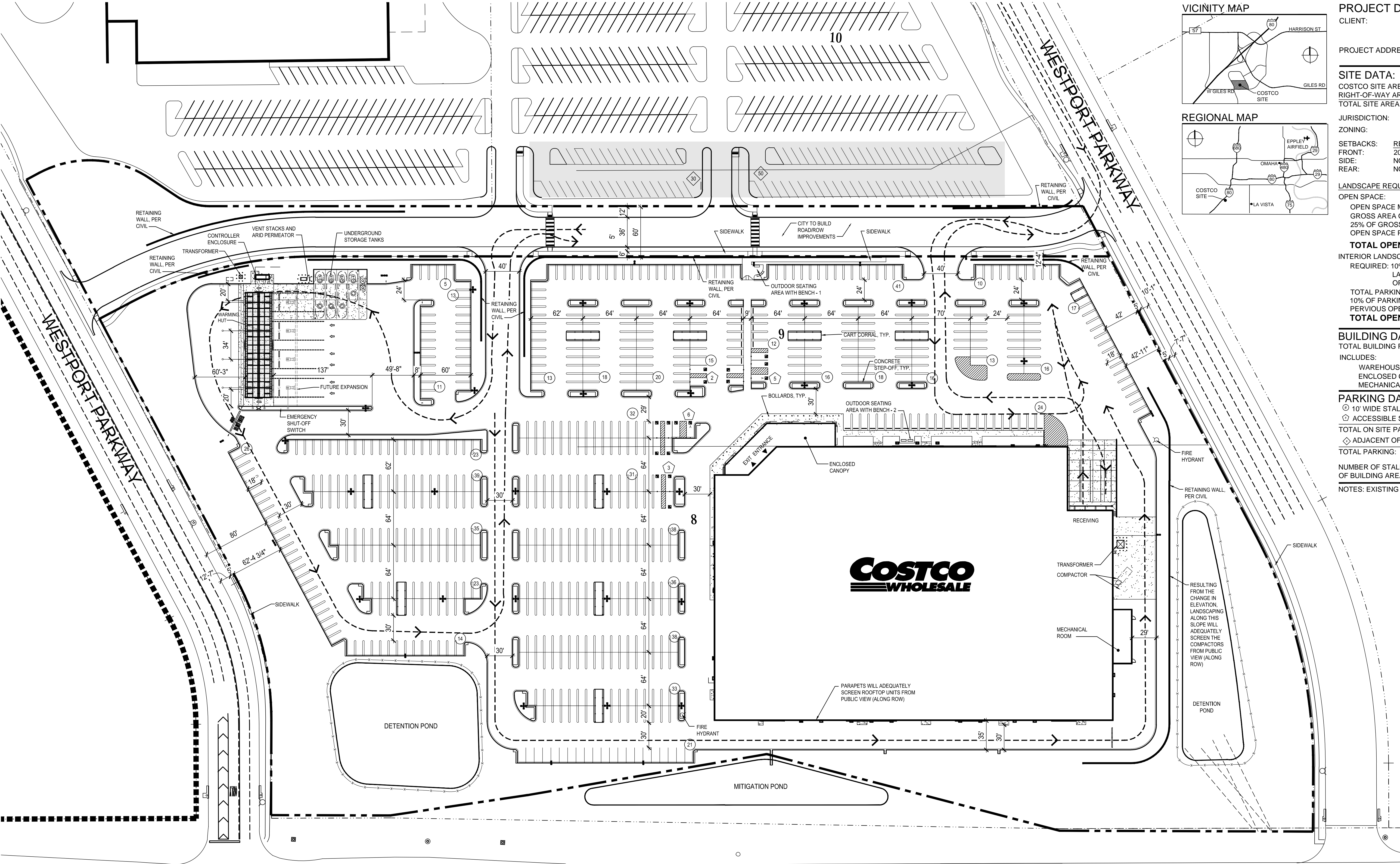
City Public Road Work: 5.16.16-7.15.16

Costco Site Construction: 7.18.16

Costco Building Construction: 8.1.16

Substantial Completion: 11.19.16





PROJECT DATA:

CLIENT:	COSTCO WHOLESALE 999 LAKE DRIVE ISSAQUAH, WA 98027
PROJECT ADDRESS:	GILES ROAD & WESTPORT PKWY LA VISTA, NE

SITE DATA:

COSTCO SITE AREA:	18.44 ACRES (803,081 SF)
RIGHT-OF-WAY AREA:	2.07 ACRES (90,168 SF)
TOTAL SITE AREA:	20.51 ACRES (893,249 SF)

JURISDICTION: CITY OF LA VISTA

ZONING: HIGHWAY COMMERCIAL C-3

SETBACKS:	REQUIRED	ACTUAL
FRONT:	20'	TBD
SIDE:	NONE	TBD
REAR:	NONE	TBD

LANDSCAPE REQUIREMENTS:

OPEN SPACE:

OPEN SPACE MUST BE 25% OF THE GROSS AREA OF THE LOT.
GROSS AREA OF LOT: 803,084 SF
25% OF GROSS AREA = 200,771 SF
OPEN SPACE PROVIDED = 234,120 SF (DETENTION BASIN SUBTRACTED OUT)

TOTAL OPEN SPACE %: 29.1

INTERIOR LANDSCAPING:

REQUIRED: 10% OF TOTAL PARKING AREA MUST BE LANDSCAPED AND IRRIGATED PERVIOUS OPEN SPACE.

TOTAL PARKING AREA: 380,474 SF
10% OF PARKING AREA = 38,047 SF
PERVIOUS OPEN SPACE PROVIDED = 20,675 SF

TOTAL OPEN SPACE %: 5.4

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA:	154,523 SF
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INCLUDES:

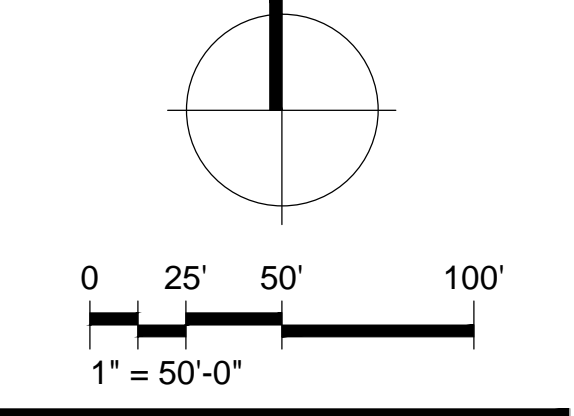
WAREHOUSE MAIN LEVEL	149,667 SF
ENCLOSED CANOPY	3,477 SF
MECHANICAL ROOM	1,379 SF

PARKING DATA:

10' WIDE STALLS	665 STALLS
ACCESSIBLE STALLS	16 STALLS
TOTAL ON SITE PARKING:	681 STALLS
ADJACENT OFF SITE CITY PARKING	80 STALLS
TOTAL PARKING:	761 STALLS

NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 4.92 STALLS

NOTES: EXISTING CONDITIONS TO BE FIELD VERIFIED.



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SEATTLE, WA | 98101
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MG2.com

14-0082-01
NOVEMBER 11, 2015

CONCEPT
SITE PLAN

DD11-14

COSTCO WHOLESALE

CONCEPT SITE PLAN

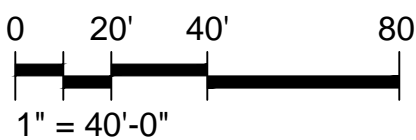
LA VISTA, NEBRASKA

NOVEMBER 11, 2015

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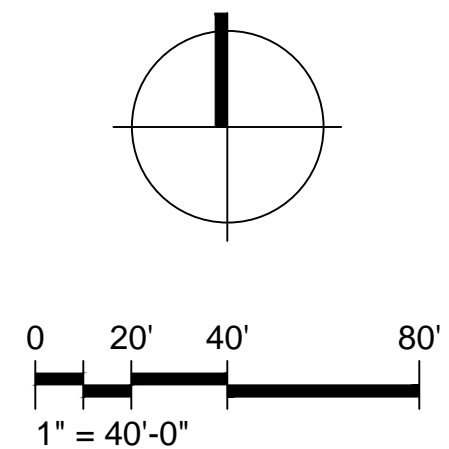
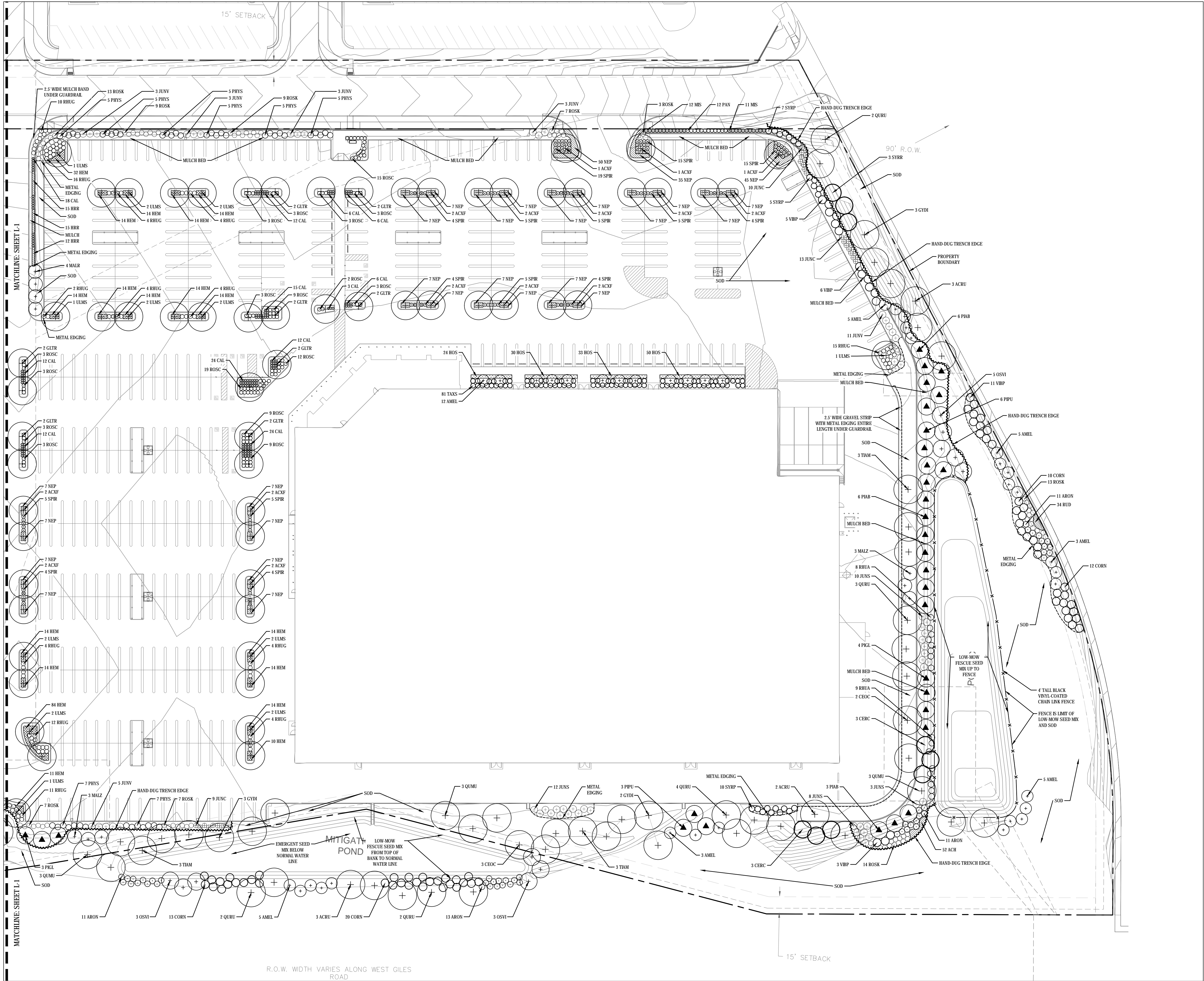
SEPTEMBER 28, 2015



LA VISTA, NE

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L-1



COSTCO
WHOLESALE
 LA VISTA, NE

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FOR PLANT LIST SEE SHEET L-1

COSTCO WHOLESALE PRELIMINARY LANDSCAPE PLAN

LA VISTA, NEBRASKA

NOVEMBER 12, 2015

L-2

FOURTH AMENDMENT TO SUBDIVISION AGREEMENT
Southport West Subdivision
(Lot 3 Southport West Replat One)

THIS FOURTH AMENDMENT to that certain Commercial Subdivision Agreement dated June 30, 2005, as previously amended ("Original Subdivision Agreement"), is made effective as of the last date executed below, by Costco Wholesale Corporation, a Washington corporation authorized to do business in Nebraska (hereinafter referred to as the "Developer"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). The replat creating Lot 3, Southport West Replat One originally was the subject of the First Amendment to the Original Subdivision Agreement dated August 30, 2007; the Second and Third Amendments involved lots other than Lot 3, Southport West Replat One. The Developer, as successor and owner of Lot 3, Southport West Replat One, desires to further amend the Original Subdivision Agreement. This Amendment, as such, only pertains to Lot 3, Southport West Replat One and shall govern all aspects of the development of the Property (as defined below).

WITNESSETH:

WHEREAS, Developer is the owner of the land depicted or described in Exhibit "A," which land is subject to the final PUD-1 (Planned Unit Development) plan for Southport West approved by Ordinance No. [REDACTED], as amended, (hereinafter referred to as the "Property" or "Site"); and,

WHEREAS, Developer intends to develop and construct buildings and other private improvements on the Property in accordance with the Lot 3 Southport West Replat One PUD Plan attached as Exhibit "B" ("PUD Site Plan") and related exhibits, for operation of a Costco Wholesale facility and accessory uses ("Private Improvements"); and

WHEREAS, in connection with the Private Improvements, Developer wishes to connect the sanitary sewer system to be constructed within the limits of the Property to the sewer system of City of La Vista; and

WHEREAS, Developer and City desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed, including without limitation, grading, dedication of right of way, and construction of a public street and related improvements to improve pedestrian and vehicular flow and connect eastern and western parts of Westport Parkway. In particular with respect to the referenced public street and related improvements:

1. Developer intends to grade the Property per the approved grading plan attached as Exhibit "C", including without limitation, rough grading of street right-of-ways in accordance with Exhibit "C" to the satisfaction of the City Engineer; and
2. Developer intends to dedicate to the City the right-of-way depicted in Exhibit "D"; and

3. City, after Developer grading work is completed, intends to construct the public street and related improvements, including without limitation, the street, sidewalks and related public storm sewer, retaining walls, lighting, and other improvements in accordance with the plans attached as Exhibit "E" – City Connector Street Improvements.

NOW, THEREFORE, IT IS AGREED by Developer and City that the Original Subdivision Agreement is amended as follows:

1. Definitions

For the purposes of this Amendment, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of an improvement shall be deemed to include all amounts paid to the contractor or contractors, utilities or persons constructing or installing such improvement or performing the work, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, if any, and miscellaneous costs, together with all other costs incurred in or related to the construction of the improvement. Financing costs shall include all fiscal agent's warrant fees and costs, interest on warrants or bond anticipation notes to date of funding by issuance of bonds, together with all bond fees and costs. Miscellaneous costs shall include costs incidental to the creation of any City improvement districts through which improvements may be constructed and financed.

2. Developer Undertakings. Developer, at its sole cost, shall provide or cause to be provided the following:

- A. Grading and Related Expenses. Developer shall grade the Property per the approved grading plan attached hereto as Exhibit "C", including without limitation, rough grading of street right-of-ways in accordance with Exhibit "C" to the satisfaction of the City Engineer, common excavation and replacement of top soil pursuant to Exhibit "C", seeding and erosion control and related work, and the removal of erosion control facilities and measures ("Developer Grading Work"). Developer shall complete the Developer Grading Work set forth herein within days of commencing such work

- B. Sidewalks. Developer, at its sole cost with other Private Improvements, shall install all sidewalks depicted in Exhibit "B" in accordance with City sidewalk policies as they may from time to time exist.

- C. Storm Sewer. The Developer, at its sole cost, shall cause the portion of the storm sewer system set forth in Exhibit "F" to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in private drives or routes in the Property, including those segments functioning as a transporter of storm

water to or from points within or outside the Property, as shown in Exhibit "F".

D. Sanitary Sewer. The Developer, at its sole cost, shall cause the portion of the sanitary sewer system set forth in Exhibit "G" to be constructed, including cleanouts, manholes, and other related appurtenances to be constructed in private drives or routes in the Property, including those segments functioning as a transporter of sanitary sewer water to points within or outside the Property, as shown in Exhibit "G".

E. Developer Right-of-Way Dedication. Developer, in accordance with the instrument attached as Exhibit "D," shall provide, dedicate free of charge to the City no later than [REDACTED] the graded right of way for City Connector Street Improvements, which dedication the City Council by approving this Amendment accepts and approves, subject to review and approval of the City Engineer and Public Works Director. The Mayor shall be authorized to take all actions on behalf of the City as he determines necessary or appropriate to complete said dedication, including without limitation executing and delivering any documents or instruments indicating the City Council's acceptance or approval of the dedication.

3. City Connector Street. City at its sole cost shall provide or cause to be provided the following:

City, to improve pedestrian and vehicular flow and connect the eastern and western parts of Westport Parkway, at its sole cost after Developer Grading Work and Developer dedication of right-of-way are completed, shall construct and maintain the street, sidewalk and related public storm sewer, retaining walls, lighting, and other improvements described or depicted in Exhibit "E" ("City Connector Street Improvements"). Contract(s) for construction of the City Connector Street Improvements will be executed within twenty-one (21) days after completion of the Developer Grading Work and Developer dedication of right-of-way. The City shall complete construction of City Connector Street within [REDACTED] days after execution of contract(s) for construction of the City Connector Street Improvements, subject to any change orders extending the construction contract for causes beyond the control of the City. If Developer fails to open to the public a Costco Wholesale store in accordance with the PUD Site Plan within eighteen (18) months following the date of this Subdivision Agreement, Develop agrees to pay the City the sum of all actual expenses incurred by City in connection with the City Connector Street Improvements. This Amendment shall survive any closing or dedication of right-of-way to the City.

4. Tract Sewer Connection Fees. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 3, Commercial	18.41 ± AC @ \$5,973/AC	\$109,962.93
-------------------	-------------------------	--------------

The aforesaid fee of \$5,973 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

5. Drainage Calculations and Map. Developer shall provide drainage calculations and a drainage map for the PUD Site Plan for review and approval by the City's Engineer prior to issuance of a grading permit to the Developer demonstrating easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form and content satisfactory to the City's Engineer. The City's issuance of the grading permit shall be conditioned on Developer executing and delivering and recording with the Sarpy County Register of Deeds at no cost to City all easements set forth in Exhibit "H" or otherwise required in form and content satisfactory to the City's Engineer, and providing a copy of the date-stamped recorded documents to the City.

6. Storm Water Management Plan: Developer, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as Exhibit "I." Plans and specifications for such storm water management improvements shall be prepared by Developer's engineer at Developer's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.

7. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Easement and Maintenance Agreement ("Maintenance Agreement") in the form and content attached hereto as "Exhibit "J," subject to any modifications the City Engineer determines necessary or advisable, shall be entered into between Developer and City prior to starting construction of such improvements described in Section 6, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Developer that the final version of the Maintenance Agreement shall:

- A. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Developer at its expense,
- B. include provisions to control when post-construction storm water features are to be constructed,
- C. differentiate between the requirements of construction site storm water runoff controls and post-construction controls,

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

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the Site or any part thereof.

8. Easements. Developer, at no cost to City, shall provide the easements and right-of-way for the construction, installation, maintenance, replacement and repair of City Connector Street Improvements as set forth in Exhibit "H" ("Easements"). Issuance of a building permit for the Private Improvements shall be conditioned on Developer executing, delivering, and recording with the Sarpy County Register of Deeds at no cost to the City all Easements and providing a copy of the date-stamped recorded documents to the City. The Easement documents shall outline rights, obligations and terms of the Easements, including any required coordination of City and Developer with respect to construction of City Connector Street Improvements and Private Improvements. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Developer immediately after said approval is provided. Copies of recorded Easements or any modification of any Easement shall be provided to the Parties.

9. Exhibit Summary. The Exhibits prepared by Olsson Associates, engineers for the Developer and attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Legal description and Depiction of Property.
Exhibit "B":	Lot 3 Southport West Replat One PUD Plan
Exhibit "C":	Developer Grading Work
Exhibit "D":	Right-of-Way Dedication Instrument
Exhibit "E":	City Connector Street Improvements
Exhibit "F":	Storm Sewer System
Exhibit "G":	Sanitary Sewer System
Exhibit "H":	Easements
Exhibit "I":	Post-Construction Storm Water Management Plan
Exhibit "J"	Post-Construction Storm Water Easement and Maintenance Agreement

10. Right to Enforce. Provisions of this Amendment may be enforced at law or in equity by the owners of the Property and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Amendment or otherwise provided, are cumulative.

11. Incorporation of Recitals. Recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

12. Nondiscrimination. Notwithstanding anything in this Amendment 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 Amendment, 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 Amendment by this reference and binding upon the parties.

13. Assignment. This Amendment may not be assigned by any party without the express written consent of all parties.

14. Entire Agreement. This Amendment, except as otherwise stated in this Amendment, 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.

15. Severability. If any part of this Amendment is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Amendment, and this Amendment shall be construed as if such illegal or unenforceable provision had never been included herein.

16. Original Subdivision Agreement. The Original Subdivision Agreement, except as modified by this Amendment, shall continue and remain in full force and effect. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Original Subdivision Agreement, the terms and provisions of this Amendment shall, in all instances, control and prevail.

17. Binding Effect; Recording. This Amendment shall be jointly and severally binding upon the parties, and their respective successors and assigns. This Amendment, promptly after Developer acquires title to the Property, shall be recorded by Developer with the Register of Deeds of Sarpy County, Nebraska and shall constitute covenants running with the land and shall be binding on Developer and all of Developer's successors and assigns. City shall have the right, but not the obligation, to enforce any and all such covenants.

18. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same Amendment.

[signature page(s) to follow]

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

COSTCO WHOLESALE CORPORATION

By: _____
_____, Position
COSTCO WHOLESALE CORPORATION

ATTEST:

CITY OF LA VISTA

City Clerk

By _____
Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared (Insert Name), of Costco Wholesale Corporation, a Washington corporation ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Amendment, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

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

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, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

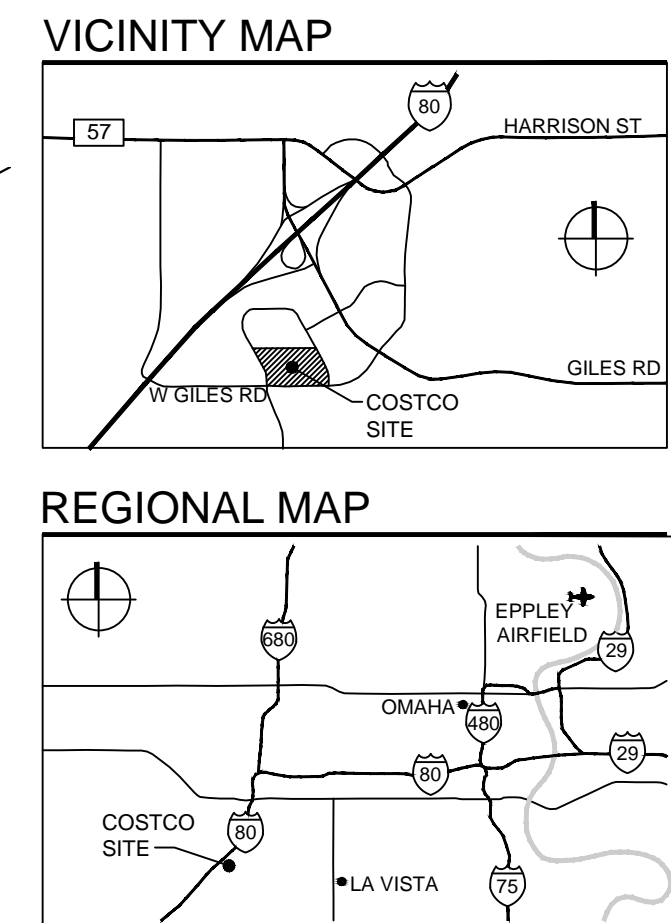
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

EXHIBIT "B"
LOT 3 SOUTHPORT WEST RELPAT ONE PUD PLAN

EXHIBIT B PUD SITE PLAN



PROJECT DATA:

CLIENT: COSTCO WHOLESALE
999 LAKE DRIVE
ISSAQUAH, WA 98027

PROJECT ADDRESS: GILES ROAD & WESTPORT PKWY
LA VISTA, NE

SITE DATA:

COSTCO SITE AREA:	18.44 ACRES (803,081 SF)
RIGHT-OF-WAY AREA:	2.07 ACRES (90,168 SF)
TOTAL SITE AREA:	20.51 ACRES (893,249 SF)

JURISDICTION: CITY OF LA VISTA
ZONING: HIGHWAY COMMERCIAL C-3

SETBACKS:	<u>REQUIRED</u>		<u>ACTUAL</u>
FRONT:	20'	FRONT:	TBD
SIDE:	NONE	SIDE:	TBD
REAR:	NONE	REAR:	TBD

LANDSCAPE REQUIREMENTS:

OPEN SPACE: OPEN SPACE MUST BE 25% OF THE GROSS AREA OF THE LOT.
GROSS AREA OF LOT: 803,084 SF
25% OF GROSS AREA = 200,771 SF
OPEN SPACE PROVIDED = 234,120 SF (DETENTION BASIN
SUBTRACTED OUT)
TOTAL OPEN SPACE %: 29.1

INTERIOR LANDSCAPING:

REQUIRED: 10% OF TOTAL PARKING AREA MUST BE
LANDSCAPED AND IRRIGATED PERVIOUS
OPEN SPACE.

TOTAL PARKING AREA: 380,474SF
10% OF PARKING AREA = 38,047 SF
PERVIOUS OPEN SPACE PROVIDED = 20,675 SF
TOTAL OPEN SPACE %: 5.4

BUILDING DATA:

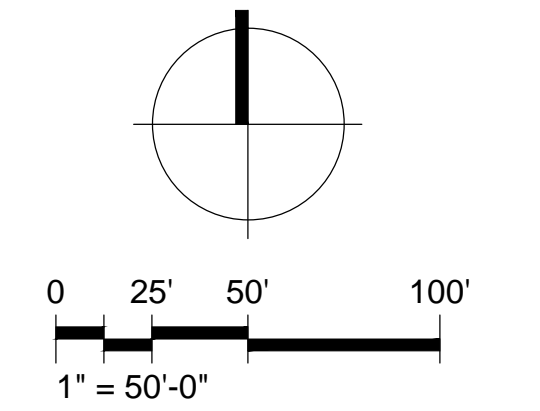
TOTAL BUILDING FOOTPRINT AREA:	154,523 SF
INCLUDES:	
WAREHOUSE MAIN LEVEL	149,667 SF
ENCLOSED CANOPY	3,477 SF
MECHANICAL ROOM	1,379 SF

PARKING DATA:

⑩ 10' WIDE STALLS	665 STALLS
♿ ACCESSIBLE STALLS	16 STALLS
<hr/>	
TOTAL ON SITE PARKING:	681 STALLS
◇ ADJACENT OFF SITE CITY PARKING	80 STALLS
<hr/>	
TOTAL PARKING:	761 STALLS

NUMBER OF STALLS PER 1000 SF
OF BUILDING AREA: 4.92 STALLS

NOTES: EXISTING CONDITIONS TO BE FIELD VERIFIED.



1101 SECOND AVE | SUITE 100
SEATTLE, WA | 98101
t 206.962.6500 | f 206.962.6499

G2.com |

14-0082-01
NOVEMBER 11, 2015

CONCEPT SITE PLAN

DD11-14

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COSTCO WHOLESALE

LA VISTA, NEBRASKA

CONCEPT SITE PLAN

NOVEMBER 11, 2015

**EXHIBIT “C”
DEVELOPER GRADING WORK**



drawn by: _____ 001
checked by: _____
approved by: _____
QA/QC by: _____
project no.: _____ 014-2258
drawing no.: _____
date: _____

SHEET
EXHIBIT C

OLSSON[®]
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL: 402.341.1156
FAX: 402.341.0895
www.dressyourgoodideas.com

EXHIBIT “D”
RIGHT-OF-WAY DEDICATION DEPICTION

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY

DEDICATION: KNOW ALL PERSONS BY THESE PRESENTS: That _____ we
_____, sole owner in fee simple, and _____
being the mortgage holders, of the irregular parcel of real estate described on Exhibit “A”
attached hereto and incorporated herein by this reference (“Property”), hereby dedicate, transfer
and convey said Property in fee simple to the CITY OF LA VISTA, a Nebraska municipal
corporation, for public right-of-way and all attendant uses and purposes, including without
limitation, public street and sidewalk paving, curbing, storm and sanitary sewers, sanitary sewer
collection lines, trees, landscaping, lighting and all other infrastructure improvements
constructed or installed thereon or therein from time to time, and all operation, maintenance,
replacements and repairs thereof.

DATE: _____

BY: _____

DATE: _____

BY: _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2015, before me, a Notary, personally appeared _____, personally known to me to be the person whose name is subscribed to this DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY and _____ of _____, and acknowledged to me that he/she as his/her voluntary act and deed executed the same in his/her authorized capacity on behalf of _____, a _____.

WITNESS my hand and official seal.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2015, before me, a Notary, personally appeared _____, personally known to me to be the person whose name is subscribed to this DEDICATION FOR PUBLIC STREET RIGHT-OF-WAY and _____ of _____, and acknowledged to me that he/she as his/her voluntary act and deed executed the same in his/her authorized capacity on behalf of _____, a _____.

WITNESS my hand and official seal.

Notary Public

APPROVALS: Above Dedication recommended for approval by:

City Engineer: _____ Date _____
Public Works Director: _____ Date _____

ACCEPTANCE

By signing below, I, on behalf of the City Council of the City of La Vista, Nebraska, hereby approve and accept the Dedication above.

DATED this ____ day of _____, 2015.

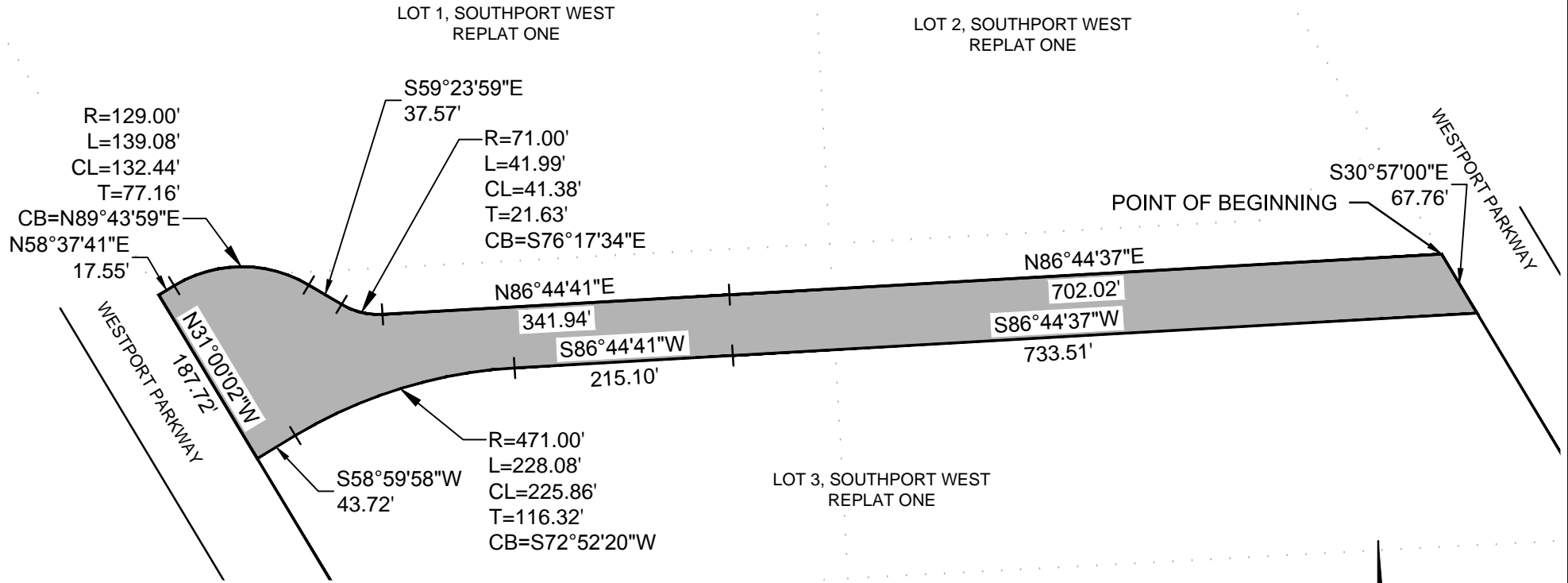
CITY OF LA VISTA, NEBRASKA

BY: _____
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, City Clerk

DWG: F:\Projects\014-2258\40-Design\Survey\SRVY\11-10-15_42258_SVY_ROW DEDICATION.dwg
DATE: Nov 10, 2015 1:47pm
USER: dhaatiga
TERRY_ROTHANZ\LS_NE
C:\PBDY_42258
XREFS: 42258_SVY_BNDY
C:\BASE_42258

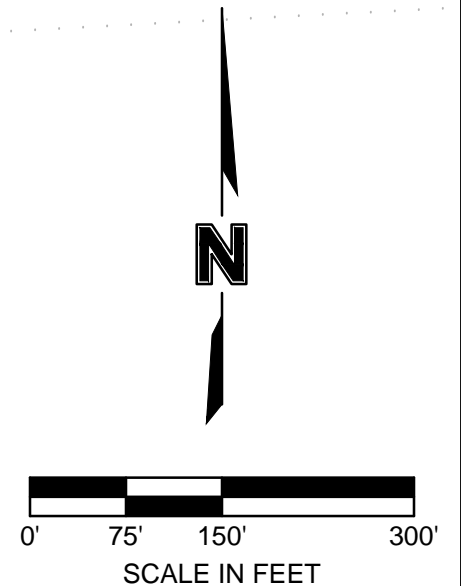


LEGAL DESCRIPTION

A RIGHT-OF-WAY DEDICATION IN LOT 3, SOUTHPORT WEST REPLAT ONE, LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 3, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE SOUTHEASTERLY ON SAID WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY ON AN ASSUMED BEARING OF S30°57'00\"E, 67.76 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE S86°44'37\"W, 733.51 FEET; THENCE S86°44'41\"W, 215.10 FEET TO A POINT OF CURVATURE; THENCE ON A 471.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 228.08 FEET (LONG CHORD BEARS S72°52'20\"W, 225.86 FEET); THENCE S58°59'58\"W, 43.72 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID WESTPORT PARKWAY; THENCE N31°00'02\"W, ON SAID EAST RIGHT-OF-WAY LINE OF WESTPORT PARKWAY, 187.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE ON THE NORTH LINE OF SAID LOT 3 FOR THE FOLLOWING SIX (6) COURSES; (1) N58°37'41\"E, 17.55 FEET TO A POINT OF CURVATURE; (2) THENCE ON A 129.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 139.08 FEET (LONG CHORD BEARS N89°43'59\"E, 132.44 FEET); (3) THENCE S59°23'59\"E, 37.57 FEET TO A POINT OF CURVATURE; (4) THENCE ON A 71.00 FOOT RADIUS CURVE TO THE LEFT, AN ARC LENGTH OF 41.99 FEET (LONG CHORD BEARS S76°17'34\"E, 41.38 FEET); (5) THENCE N86°44'41\"E, 341.94 FEET; (6) THENCE N86°44'37\"E, 702.02 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY DEDICATION CONTAINS A CALCULATED AREA OF 90,167.97 SQ. FT. OR 2.07 ACRES MORE OR LESS.



PROJECT NO: 014-2258

DRAWN BY: DSH

DATE: 11/10/15

RIGHT-OF-WAY DEDICATION

MOLSSON
ASSOCIATES

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
FAX 402.341.5895

EXHIBIT

A

EXHIBIT “E”
CITY CONNECTOR STREET IMPROVEMENTS

EXHIBIT "F"
STORM SEWER SYSTEM

**EXHIBIT “G”
SANITARY SEWER SYSTEM**

**EXHIBIT “H”
EASEMENTS**

DETENTION AND STORM SEWER EASEMENT AGREEMENT

This **DETENTION AND STORM SEWER EASEMENT AGREEMENT** (“**Agreement**”) is entered into this ____ day of _____, 2015 by and between **COSTCO WHOLESALE CORPORATION**, a Washington corporation (“**Costco**”) and the **CITY OF LA VISTA, NEBRASKA**, a Nebraska municipal corporation (the “**City**”). Costco and the City may be referred to herein individually as a “**Party**” and collectively as “**Parties**”.

WITNESSETH

WHEREAS, Costco is the legal owner of a certain parcel of real property located in the City of La Vista, State of Nebraska, legally described and depicted in the attached **Exhibit A** (the “**Costco Parcel**”);

WHEREAS, the City is the legal owner of certain public right-of-way located adjacent to the southern boundary of the Costco Parcel located in the City of La Vista, State of Nebraska, depicted in the attached **Exhibit B** (the “**West Giles Road Parcel**”);

WHEREAS, a strip of land along the northern boundary of the Costco Parcel as depicted on **Exhibit C** attached hereto (the “**Right-of-Way Parcel**”) has been dedicated to, and such dedication accepted by, the City; and

WHEREAS, in connection with the City’s improvement and use of the Right-of-Way Parcel and Costco’s development and use of the Costco Parcel, (i) Costco has agreed to grant easements to convey and accommodate stormwater run-off across a limited portion of the Costco Parcel for purposes of accommodating stormwater run-off from the Right-of-Way Parcel and certain other benefited parcels, and (ii) the City has agreed to permit Costco to construct, install, operate, maintain, replace and repair a mitigation pond and related improvements on said portion of the West Giles Road Parcel to accommodate stormwater run-off from a portion of the Costco Parcel, upon the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Grant of Storm Sewer Conveyance and Detention Easement.** Costco hereby grants and conveys to the City, a perpetual, non-exclusive easement for the limited purpose of accommodating stormwater run-off from the Right-of-Way Parcel, and accommodating stormwater run-off from other properties that as of the date of this Agreement benefit from the existing 60 foot drainage easement shown on Exhibit ____ (“**Other Benefited Properties**”), through and into a portion of the existing or hereinafter constructed public storm sewer lines, storm water basin, and related appurtenances on the Costco Parcel depicted in the attached **Exhibit A** (collectively the “**Costco Drainage Facilities**”). The easement shall solely be for the benefit of the Right-of-Way Parcel and Other Benefited Properties and no additional runoff shall be discharged by the City into the Costco Drainage Facilities unless otherwise agreed by Costco in writing.)

2. **Grant of Mitigation Pond Rights.** The City hereby agrees that Costco may, construct, install, operate, maintain, replace and repair a mitigation pond on the West Giles Road Parcel as depicted in Exhibit A to accommodate stormwater run-off from a portion of the Costco Parcel and to construct, install, operate, maintain, replace and repair such storm sewer lines and related appurtenances on the West Giles Road Parcel as depicted in Exhibit A to transmit stormwater run-off from the Costco Parcel to said mitigation pond (collectively the “**West Giles Road Drainage Facilities**”). Use of the West Giles Road Parcel as described in this Section is provided “as is.” The Parties agree that the West Giles Road Drainage Facilities are of public benefit in that they constitute part of a storm water management system that collectively provides storm water detention in excess of current City development regulations and reduces downstream drainage impact from development on both the Costco Parcel and the Right-of-Way Parcel. The rights granted by this Section 2 are nonexclusive and, except as otherwise agreed by the City in writing, shall solely be for drainage of the Costco Parcel and Right-of-Way Parcel and shall not be used for drainage of any other property currently or later acquired by Costco or any other private party. Costco will be responsible for determining whether or not the West Giles Road Parcel is suitable for the intended purposes and uses described in this Agreement, and at its cost agrees to design, construct, install, maintain, replace and repair the West Giles Road Drainage Facilities. Any modification of any West Giles Road Drainage Facilities shall be subject to prior written approval of the City Engineer.

3. **Maintenance, Repair and Replacement of the Drainage Facilities.** Costco shall be responsible, at its sole cost and expense, for all maintenance, repair and replacement of the Costco Drainage Facilities and West Giles Road Drainage Facilities, including any and all costs and expenses associated therewith. The Costco Drainage Facilities and West Giles Road Drainage Facilities shall be maintained in good, neat, clean and operating condition and repair. The City Engineer shall have right of entry and access for purposes of inspection of the Costco Drainage Facilities and West Giles Road Drainage Facilities. In the event the City Engineer determines any defects exist, the City may at its sole option and without obligation to do so decide to undertake correction at Costco’s cost; provided, however, Costco first shall be provided written notice and an opportunity to cure any defects.

4. **Right of Access.** The City hereby grants and conveys to Costco and Costco’s agents, contractors, subcontractors, employees, representatives, invitees and guests a right of access over, across and through such portions of the West Giles Road Parcel from time to time as are reasonably necessary to exercise the rights granted to Costco by this Agreement. Costco hereby grants and conveys to the City and City’s agents, contractors, subcontractors, employees, representatives, invitees and guests a right of access over, across and through such portions of the Costco Parcel from time to time as are reasonably necessary to exercise the rights granted to the City by this Agreement. A party exercising a right of access under this Section 4 will provide advance notice to the other party and minimize interference and disruption to the other party, its operations and facilities.

5. **Reservation of Rights.** Costco reserves the right to reconfigure and redevelop the Costco Parcel, including but not limited to the Costco Drainage Facilities, in any lawful manner, provided that Costco at its cost provides storm drainage facilities sufficient to accommodate

stormwater run-off from the Right-of-Way Parcel. The City reserves the right to reconfigure and redevelop the Right-of-Way Parcel or West Giles Road in any lawful manner, including without limitation the West Giles Road Drainage Facilities provided the City at its cost provides land for or otherwise accommodates drainage facilities or stormwater run-off at least equal to the West Giles Road Drainage Facilities. The City will provide Costco advance notice of any work that will affect the West Giles Road Drainage Facilities. Costco will be responsible for any cost of repairing, modifying, replacing or restoring any West Giles Road Drainage Facilities. Costco, at the option of the City upon termination of the use permitted by this Agreement, will return the West Giles Road Parcel to the condition it would be in had the West Giles Road Drainage Facilities never existed.

6. **General Provisions.**

a. **Binding Effect.** All of the limitations, covenants, conditions, easements, and restrictions contained herein, except for rights provided in Section 2, shall be attached to and run with the land, and shall, except as otherwise set forth herein, be binding upon the successors and assigns of the respective Parties.

b. **Modification.** Except as expressly provided in this Agreement, no modifications, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by each Party. Except as expressly provided in this Agreement, any change, modification, amendment or rescission which is made without the written consent of the Parties shall be null and void and of no effect.

c. **Severability.** In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement contained herein.

d. **Governing Law.** This Agreement and the obligations of the Parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Nebraska. Venue of any action relating to this Agreement shall lie in Sarpy County, Nebraska.

e. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement, and all of which shall constitute one Agreement.

f. **Not a Public Dedication.** Except as otherwise expressly provided in this Agreement, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Costco Parcel, the Costco Drainage Facilities or the West Giles Road Drainage Facilities to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

g. **Incorporation by Reference.** Recitals at the beginning of this Agreement, and exhibits referred to in this Agreement, are incorporated into this Agreement by reference.

h. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

i. **Entire Agreement.** This Agreement and the exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any one Party.

(There also need to be releases prepared for existing drainage easements on previous detention basin locations that are being revised or modified)

[signature pages follow]

*[SIGNATURE PAGE TO DETENTION AND
STORM SEWER EASEMENT AGREEMENT]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement, intending to be legally bound, as of the day and year first written above.

CITY:

THE CITY OF LA VISTA,
a Nebraska municipal corporation

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
)SS
COUNTY OF SARPY)

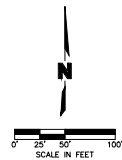
I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he/she was authorized to execute the instrument as the _____ of the City of La Vista, a Nebraska municipal corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal affixed on _____, 2015.

Notary Public in and for the
State of Nebraska
My appointment expires _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF COSTCO PARCEL AND EASEMENTS



COSTCO PROPERTY

OLSSON[®]
ASSOCIATES

TEL. 402.341.1156
FAX 402.341.5985
www.olssonassociates.com

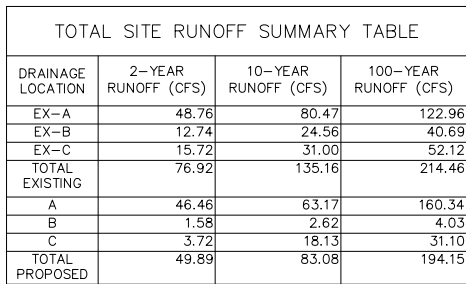
EXHIBIT B

DEPICTION OF WEST GILES ROAD PARCEL

EXHIBIT C

DEPICTION OF RIGHT-OF-WAY PARCEL

EXHIBIT “I”
POST-CONSTRUCTION STORM WATER MANAGEMENT PLAN



TOTAL SITE RUNOFF SUMMARY TABLE			
DRAINAGE LOCATION	2-YEAR RUNOFF (CFS)	10-YEAR RUNOFF (CFS)	100-YEAR RUNOFF (CFS)
EX-A	48.76	80.47	122.96
EX-B	12.74	24.56	40.69
EX-C	15.72	31.00	52.12
TOTAL EXISTING	76.92	135.16	214.46
A	46.46	63.17	160.34
B	1.58	2.62	4.03
C	3.72	18.13	31.10
TOTAL PROPOSED	49.89	83.08	194.15

EXHIBIT “J”

POST-CONSTRUCTION STORM WATER EASEMENT AND

MAINTENANCE AGREEMENT

**POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
MAINTENANCE AGREEMENT AND EASEMENT**

LAV-20151013-3254-P

WHEREAS, Costco Wholesale Corporation, (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development located at 8250 S. 125th St. in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one or more) is the owner of the property described on Exhibit “A” attached hereto (hereinafter referred to as “the Property”), and,

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

WHEREAS, the Post Construction Stormwater Management Plan, (hereinafter referred to as “PCSMP”), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of

City's written directive, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

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

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.

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

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of _____, 20____.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Costco Wholesale
Name of Individual, Partnership and/or Corporation

Name

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

_____))
State

_____))
County

On this _____ day of _____, 20____ before me, a Notary Public, in
and for said County, personally came the above named:

_____,
_____ of _____

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

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

Notary Public

Notary Seal

Exhibit “A”

PROJECT INFORMATION

Legal Description:

Lot 3, Southport West Replat One

Property Address:

8250 South 125th Street, La Vista, NE 68114

Subdivision Name:

Southport West

Section: NE ½ S18 – T14N – R12E

APPLICANT INFORMATION

	Lot 3, Southport West Replat One	
Owner / Business Name	Costco Wholesale	
Business Address		
Representative's Name		
Representative's Email Address		
Representative's Phone Number		
Representative's Fax Number		

Exhibit "B"

Name & Location

Project Name: Costco La Vista
Address: 8250 S. 125th St., La Vista, NE
PCWP Project Number: LAV-20150903-3254-GP1
PCSMP Project Number: LAV-20151013-3254-P

Site Data

Total Site Area: 52.66 Acres
Total Disturbed Area: 32.20 Acres
Total Undisturbed Area: 20.46 Acres
Impervious Area Before Construction: 0%
Impervious Area After Construction: 30%

BMP Information

BMP ID	TYPE OF BMP	Northing/Easting
Pond A	Extended Dry Detention Basin	N: 513641.64 E: 2711659.64
Pond C	Extended Dry Detention Basin	N: 513801.59 E: 2712527.23

Routine Maintenance and Tasks Schedule

Dry Detention Basin/Pond Maintenance Tasks and Schedules

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

Exhibit "C"

