

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 15, 2016 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT, WAIVER & SUBDIVISION AGREEMENT – LOT 2, GARY & DEBBIE PINK NO. 2, TAX LOT 14, 19-14-12, AND TAX LOT 8, 18-14-12 (SW OF GILES RD. & WEST GILES RD.)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to approve a Replat, a waiver of Section 4.11 of the Subdivision Regulations regarding the length of a cul-de-sac, and a Subdivision Agreement for approximately 9.19 acres located southwest of Giles Road and West Giles Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve a replat, a waiver of Section 4.11 of the Subdivision Regulations regarding the length of a cul-de-sac, and a subdivision agreement application by Pink Investments, LLC, on approximately 9.19 acres currently platted as Lot 2, Gary & Debbie Pink No. 2, Tax Lot 14, 19-14-12, and Tax Lot 8, 18-14-12, generally located southwest of Giles Road and West Giles Road.

The property is zoned C-2 General Commercial with the Gateway Corridor District and C-3 Highway Commercial / Office Park District with the Gateway Corridor District. The property is currently undeveloped. The replat is for the purpose of subdividing the property into four lots for commercial development.

A detailed staff report is attached.

The Planning Commission held a public hearing on February 18, 2016, and unanimously recommended approval of the waiver and the replat.

I:\Administration\BRENDA\My Documents\COUNCIL\16 Memos\Gary & Debbie Pink No 3 - Replat, Waiver & Sub Agrmt.Doc

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2, GARY & DEBBIE PINK NO. 2, TAX LOT 14, 19-14-12, AND TAX LOT 8, 18-14-12, TO BE REPLATTED AS LOTS 1 THRU 4, GARY & DEBBIE PINK NO. 3, A SUBDIVISION LOCATED IN PART OF SECTION 14 AND PART OF SECTION 18, 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 2, Gary & Debbie Pink No. 2, Tax Lot 14, 19-14-12, and Tax Lot 8, 18-14-12, to be replatted as Lots 1 thru 4, Gary & Debbie Pink No. 3; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on February 18, 2016, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.11 of the Subdivision Regulations; and
2. Finalization of the subdivision agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 2, Gary & Debbie Pink No. 2, Tax Lot 14, 19-14-12, and Tax Lot 8, 18-14-12, to be replatted as Lots 1 thru 4, Gary & Debbie Pink No. 3, a subdivision located in part of Section 14 and part of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of Giles Road and West Giles Road, be, and hereby is, approved.

BE IT FURTHER RESOLVED that a waiver of Section 4.11 of the Subdivision Regulations, regarding the length of a cul-de-sac, be granted.

PASSED AND APPROVED THIS 15TH DAY OF MARCH, 2016.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. 16 – ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THRU 4, GARY & DEBBIE PINK NO. 3 SUBDIVISION.

WHEREAS, the City Council did on March 15, 2016, approve the final plat for Lots 1 thru 4, Gary & Debbie Pink No. 3 Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Pink Investments LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the March 15, 2016, City Council meeting for the Gary & Debbie Pink No. 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 revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 15TH DAY OF MARCH, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2016-SUB-01

FOR HEARING OF: March 15, 2016
Report Prepared on: February 23, 2016

I. GENERAL INFORMATION

A. APPLICANT:

Pink Investments LLC
4920 S. 66th Plaza
Omaha, NE 68177

B. PROPERTY OWNER:

Pink Investments LLC
4920 S. 66th Plaza
Omaha, NE 68177

C. LOCATION: Southwest of the intersection of Giles Road and West Giles Road.

D. LEGAL DESCRIPTION: Lot 2 Gary & Debbie Pink No. 2, Tax Lot 14 19-14-12, Tax Lot 8 18-14-12

E. REQUESTED ACTION(S): Waiver of Section 4.11 of the Subdivision Regulations, Replat of Lot 2 Gary & Debbie Pink No. 2 and a platting of Tax Lot 14 19-14-12 and Tax Lot 8 18-14-12, and subdivision agreement.

F. EXISTING ZONING AND LAND USE:

Lot 2 Gary & Debbie Pink No. 2: C-2 General Commercial with a Gateway Corridor Overlay (Overlay District); Vacant
Tax Lot 14 19-14-12 and Tax Lot 8 18-14-12: C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District); Vacant

G. PURPOSE OF REQUEST: Replat the three lots listed in the request into four for the purpose of development.

H. SIZE OF SITE: 9.19 Acres

II. BACKGROUND INFORMATION

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

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** Southport West, C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay

- 2. **East:** District) and a Gateway Corridor Overlay (Overlay District); Vacant American National Bank and Summer Kitchen; C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District); Bank and Restaurant
- 3. **South:** Papio Valley Business Park; I-1 Light Industrial with a Gateway Corridor Overlay (Overlay District); Various Light Industrial uses.
- 4. **West:** Lot 2 Gary & Debbie Pink No. 2; C-2 General Commercial with a Gateway Corridor Overlay (Overlay District); Vacant

C. RELEVANT CASE HISTORY:

- 1. On December 17, 2010 the City approved of Gary and Debbie Pink No. 2, an Administrative Plat that created two lots, including Lot 1 Gary & Debbie Pink No. 2.

D. APPLICABLE REGULATIONS:

- 1. Section 5.11 of the Zoning Regulations – C-2 General Commercial District
- 2. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District
- 3. Section 3.07 of the Subdivision Regulations – Replats
- 4. Section 4.11 of the Subdivision Regulations – Design Standards; Cul-de-sac Streets

III. ANALYSIS

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

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

- 1. One access point exists along West Giles Road at the intersection of West Giles Road and South 125th Street. An access easement, dedicated via the plat, will allow internal circulation between the lots.
- 2. The proposed private, shared roadway will function as a cul-de-sac. Article 4.11 of the Subdivision Regulations limits cul-de-sacs to 300 feet in length. The proposed roadway will be approximately 1,000 feet long. The applicant has submitted a request for waiver of the maximum cul-de-sac length. The preliminary plat does not propose a turn-around. The subdivision agreement will need to include a requirement for development on Lot 4 to include turn-around provisions that would satisfy fire lane turn-around requirements. The development on Lot 4 may warrant consideration of

secondary emergency access. This might be in the form of grass pavers.

3. The applicant has provided possible use data to the City Engineer to incorporate into a traffic study currently underway that includes the intersections of S 125th Street and West Giles Road, as well as West Giles Road and Giles Road. If a traffic signal is warranted at the intersection of S 125th Street and West Giles Road, geometric modifications may be necessary on the 125th Plaza approach that is part of this replat. Such modifications would be required to be included in the subdivision agreement.

D. UTILITIES:

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

IV. REVIEW COMMENTS:

1. In regard to Article 3.03.15 of the Subdivision Regulations, a subdivision agreement needs to be prepared since proposed private, shared infrastructure improvements are involved and since the payment of tract sewer connection fees (aka interceptor fees) and stormwater management fees need to be addressed.
2. It appears that the grading disturbance to construct the shared private access road will likely be more than 1 acre. For compliance with Article 3.03.16 please include notes on Sheet C2.0 listing erosion control BMPs that will be used during construction. A formal submittal will be needed at a later date in Permix if the grading disturbance does exceed 1 acre.
3. The edge of pavement on the preliminary plat needs to be clarified. As a future right-turn bay is anticipated on West Giles Road at the intersection with Giles Road for eastbound traffic, it will need to be determined if there is enough existing right-of-way to fit the right-turn bay and sidewalks.
4. There will need to be language and an exhibit pertaining to a pedestrian corner feature at the intersection of Giles Road and West Giles Road that will be consistent with the Southport West and Southport East requirements at the other corners of this intersection. This will be required at the time of construction of any development on Lot 4 of the replat. Sidewalks will also be required along West Giles Road.
5. The applicant has submitted a request to waive Section 4.11 of the Subdivision Regulations through their response letter dated January 22, 2016. A copy of this letter has been attached for review. (See #7)

V. STAFF RECOMMENDATION – Waiver of Section 4.11 of the Subdivision Regulations:

Approval of the request for waiver of Section 4.11 of the Subdivision Regulations as the property is constrained by access control limitations along West Giles Road and Giles Road, prohibiting additional access points to the northern lots.

VI. PLANNING COMMISSION RECOMMENDATION – Waiver of Section 4.11 of the Subdivision Regulations:

The Planning Commission held a public hearing on February 18, 2016 and unanimously recommended approval of the request for waiver of Section 4.11 of the Subdivision Regulations.

VII. STAFF RECOMMENDATION – Replat:

Approval of Gary & Debbie Pink No. 3 contingent upon approval of the waiver request and the finalization of a subdivision agreement as the Replat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VIII. PLANNING COMMISSION RECOMMENDATION – Replat:

The Planning Commission held a public hearing on February 18, 2016 and unanimously recommended approval of the Replat.

IX. STAFF RECOMMENDATION – Subdivision Agreement:

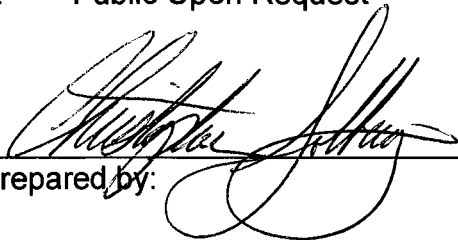
Approval, contingent upon modifications, additions, or deletions the City Administrator determines necessary or advisable in consultation with the City Engineer or City Attorney.

X. ATTACHMENTS TO REPORT:

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

XI. COPIES OF REPORT SENT TO:

1. Dean A. Jaeger, Thompson, Dreessen and Dorner, Inc.
2. John Pink, Pink Investments, LLC
3. Public Upon Request


Prepared by: _____


Community Development Director


Date



Project Vicinity Map



Gary and Debbie Pink No. 3

02-18-2016
CSB





January 19, 2016

Dean A. Jaeger, P.E.
Thompson, Dreessen & Dorner
10836 Old Mill Road
Omaha, NE 68154

RE: Preliminary and Final Plat – Initial Review
Gary & Debbie Pink No. 3 Replat

Mr. Jaeger,

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

Preliminary Plat

1. The existing contours need to be completed on proposed Lot 2. No proposed contours are shown which is acceptable if no regrading of the lots is proposed.
2. In regards to Article 3.03.10 some additions and revisions are needed. The storm sewer easement along the common line between Lots 3 and 4 needs to be shown and the width needs to be twice the depth of the pipe plus the diameter of the pipe in the piped portion and wide enough to contain the 100-year discharge in the open channel portion. The proposed roadway easement needs to be at least five feet back of curb on each side of the proposed paving to allow for operation and maintenance of the road. Since the road is proposed to be paved 25 feet wide, this would mean at least a 35 feet easement. There is a proposed low point in the private road that would seem to require a storm water easement for drainage facilities. Also, there is an existing storm sewer shown along and on the West Giles Road right of way and it appears to require an easement.
3. The locations of existing public water mains need to be shown on the preliminary plat per Article 3.03.07. Also, in the last few months the City has changed the name of Westport Parkway between Southport Parkway and West Giles Road to South 125th Street, so this name change need to be made on the preliminary and final plat drawings.
4. Per Article 3.03.14 please note the existing and proposed zoning on Sheet C1.0.
5. It appears that the grading disturbance to construct the shared private access road will likely be more than 1 acre. For compliance with Article 3.03.16 please include

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
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 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

notes on Sheet C2.0 listing erosion control BMPs that will be used during construction. A formal submittal will be needed at a later date in Permix if the grading disturbance does exceed 1 acre.

6. A traffic study for Costco is nearly complete and another traffic study for the Giles Road corridor related to the Nebraska Multi-Sports Complex is expected to get underway in the next few months. It does not appear that trip generation from this site has been specifically included in previous traffic studies. A separate study conducted for this development would not be beneficial except for examining signal warrants at 125th and West Giles intersection as part of the Costco traffic impact study. Staff's recommendation is for the applicant to provide an estimation of trip generation for weekday AM and PM peak hours as well as Saturday afternoon peak hours based on the land uses they anticipate may occur at this site. The City will then supply that information to Olsson Associates to include in the review of the signal warrants. The applicant has previously constructed a right-turn bay on eastbound West Giles to access the site.
7. The proposed private, shared roadway will function as a cul-de-sac. Article 4.11 of the Subdivision Regulations limits cul-de-sacs to 300 feet in length. The proposed roadway will be approximately 1,000 feet long. The applicant needs to request a waiver of the maximum cul-de-sac length. The preliminary plat does not propose a turn-around. The subdivision agreement will need to include a requirement for development on Lot 4 to include turn-around provisions that would satisfy fire lane turn-around requirements. The development on Lot 4 may warrant consideration of secondary emergency access. This might be in the form of grass pavers.
8. Some comments on the drainage study include:
 - a. The executive summary indicates that sizing of a bio-retention basin/swale has been done that resulted in peak flows for all storm events being at or below existing conditions. The size and location of the basin(s) need to be shown on the drainage map.
 - b. Copies of the Hydraflow printouts need to be included in the study which would include routing of storm events through detention basins to show how the peak flows in the executive summary were derived.
 - c. There is a low point in the proposed private roadway profile at Station 4+00. Please indicate on the drainage map how this low point is to be drained. Will there be an inlet and piping?
 - d. Please provide three, full-size copies of the drainage map.
9. There needs to be submittal of a conceptual Post Construction Storm Water Management Plan to address Items 2 and 4 of Article 3.03.20. This could be part of the response to Comment 8a above. A PCSMP permit will be required through the Permix web site and the conceptual plan needs to identify if each lot is to provide its own facilities or if shared facilities will be used to address this requirement.

Final Plat

1. The Westport Parkway street name needs to be changed as noted in Comment No. 3 above.
2. Provide a letter stating that there are no mortgage holders to fulfill Article 3.05.11. This can come from the owner of the property.
3. The legal description in the Surveyor's Certificate needs to state the total acreage at the end of the legal description per Article 3.05.15.

Subdivision Agreement

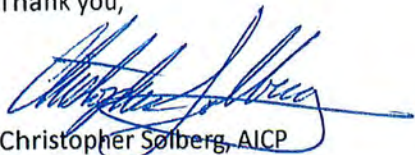
The draft subdivision agreement and other final documents are currently under review. Their comments on the document will be provided outside of the review process that leads up to the Planning Commission meeting as the Commission does not review these documents. However, working on the review and edit of these documents helps to ensure that they will be ready for City Council. Though staff has not completed a review of these documents at this time, some preliminary comments include:

1. There needs to be an itemized estimate and exhibits for the shared, private infrastructure including at least the roadway pavement, the sanitary sewer and drainage facilities to serve these lots. The estimated costs need to include engineering fees. Unless the applicant will construct the improvements prior to recording the plat, a bond will be required for not less than 110% of the estimated costs prior to recording the plat.
2. The draft subdivision agreement will also need to include an attachment and supporting language for the development of a landscaped corner entry feature that mirrors the feature on the east corner of Eastport Parkway and Giles Road (American National Bank), to be constructed at the time of development of the proposed Lot 4. Details to be provided in the forthcoming subdivision agreement review letter.
3. The existing common area maintenance agreement was submitted. This has yet to be reviewed in detail, but it may require amendments to make it applicable to the current proposal.

In order for the Replat to be considered for review at the February 18, 2016 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by January 25, 2016 to ensure that the application stays on track for the review by Planning Commission.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg", with a long horizontal flourish extending to the right.

Christopher Solberg, AICP
City Planner

Attachment

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

January 22, 2016

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

RE: Gary & Debbie Pink No. 3
Preliminary and Final Plat
TD² File No. 1042-120.2

Director and Planning Board Members:

In response your review letter dated January 19, 2016 we offer the following response to each item.

Preliminary Plat

1. Existing contours have been added to Lot 2. Keep in mind the contours area based upon compilation several partial surveys completed on the site, grading plans and visual observation of conditions. A survey of current topographic conditions will be completed prior to design of site improvements and the private road and sanitary sewer.
2. The storm sewer along the lotline common to Lots 3 & 4 has been widened to 70 feet center on the lotline. The roadway easement exists as a 30 feet wide easement on existing Lot 2, Gary and Debbie Pink No. 2. The easement will be widened to 35 feet. An inlet at the low point of the proposed roadway with a storm sewer connecting to the existing storm along West Giles Road has been added. The location of the inlet and storm sewer may vary depending on topographic survey.
3. The location and size of the water main along West Giles Road is shown on the Preliminary Plat.
4. Existing and Proposed Zoning is C-2 General Commercial for Lots 1, 2, and 3 and C-3 Highway Commercial/Office Park for Lot 4. Zoning information has been added to sheet C1.0
5. Preliminary erosion control BMPs are shows on sheet C2.0. A formal permit will be submitted via Permixon when construction is eminent.
6. The type of businesses which will be operating from Lots 1 thru 4, Gary and Debbie Pink No. 4 area unknown at this time. We assume the uses will be generally office or service oriented. Assuming all businesses will occupy 240,000 s.f. (60% of the lot area) and a peak traffic demand of 1.5 trips per 1,000 s.f., peak trip generation would be 360 vehicles per hour. We assume the weekday AM and PM peak hour would be similar. Trips generation rates was determined from information obtained from an Institute of Transportation Engineers publication.

7. Please consider this a request for a waiver of the maximum cul de sac length of 300 feet to approximately 1,000 feet to allow access to proposed Lot 4. It is the intend of the development to provide turn-around area with in the future parking lot for fire and emergency apparatus.
8. After reviewing this comment we have prepared a Supplement to the Drainage Study estimating the amount of storm water retention required on each lot. The location of the PCSMP BMPs have not been shown on the Preliminary Plat as preliminary site development plans are not available for individual lots. As each individual lot develops the developer/owner of the lot will be required to provide a Post Construction Storm Water Plan and the required BMPs. Considering the limited buildable area of each lot for purposes of the Drainage Study, we have assumed underground chamber will be the BMP of choice. A copy of the Drainage Study Supplement is attached. An inlet and storm sewer pipe has been shown on the Preliminary Plat at the low point of the access roadway. The actual location of the low point may change when a current topographic survey is available.
9. PCSMP application will be requested for each Lot through the Permix website as each lot develops.

Final Plat

1. Westport Parkway street name has been changed to South 25th Street
2. Letter regarding mortgage holder is attached.
3. Total acreage of the plat has been added to the legal description.

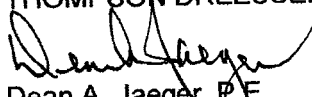
Subdivision Agreement

1. An estimate of cost was prepared and a copy is attached.
2. To be addressed and the Subdivision Agreement review progresses.
3. Same as item 2.

If there are any questions please contact us

Sincerely

THOMPSON DREESSEN DOREN, INC.

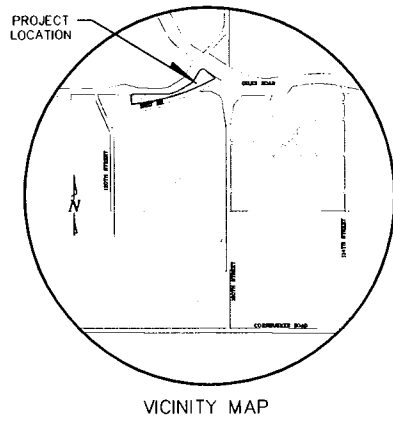

Dean A. Jaeger, P.E.

DAJ/tjp

Enclosures

Cc: Pink Investments. LLC
Rick Anderson

thompson, dreessen & dorner, inc.



GARY & DEBBIE PINK NO. 3

LOTS 1 THROUGH 4, INCLUSIVE

BEING A REPLATTING OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH A PLATTING OF TAX LOT 14 LYING IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 19, T14N, R12E AND TAX LOT 8 LYING IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

LEGAL DESCRIPTION

REPLAT OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH TAX LOT 14 SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA AND TAX LOT 8, SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

BENCHMARK

DESCRIPTION: A BRASS CAP IN THE NORTHEAST CORNER OF THE 132nd STREET BRIDGE, SOUTH OF GILES ROAD, STAMPED S-20.

ELEVATION: 1051.01' (USGS DATUM)

DEVELOPER:

PINK INVESTMENTS, LLC
4920 S. 66TH PLAZA
OMAHA, NEBRASKA 68117-1697
PHONE: 402-592-1034

ENGINEER / SURVEYOR

THOMPSON DREESSEN DORNER, INC.
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGEND



DECIDUOUS TREE WITH TRUNK SIZE

TREE DRIP LINE

POWER POLE

POWER POLE WITH UNDERGROUND DROP

HIGHLINE POWER POLE

LIGHT POLE

GUY WIRE

GUY POLE

ELECTRICAL PEDESTAL

TELEPHONE PEDESTAL

SEWER MANHOLE

ELECTRICAL MANHOLE

WELL

OVERHEAD ELECTRICAL LINE

SILT FENCE

WIRE FENCE

CABLE FENCE

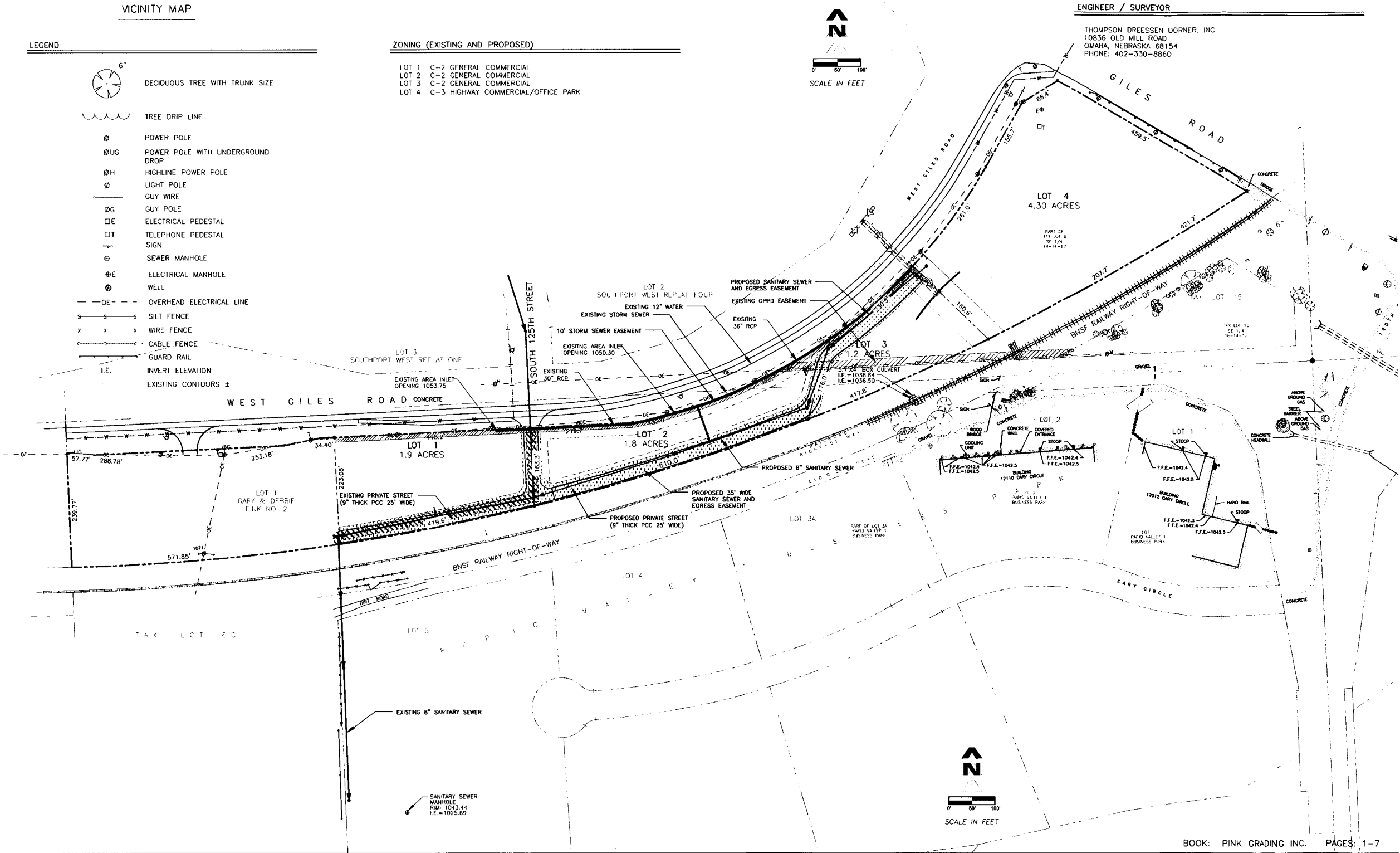
GUARD RAIL

INVERT ELEVATION

EXISTING CONTOURS ±

ZONING (EXISTING AND PROPOSED)

LOT 1 C-2 GENERAL COMMERCIAL
LOT 2 C-2 GENERAL COMMERCIAL
LOT 3 C-2 GENERAL COMMERCIAL
LOT 4 C-3 HIGHWAY COMMERCIAL/OFFICE PARK



Pink Investments, LLC

No.	Description	MM-DD-YY
1	Address LaVista Comments	1-21-18
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Drawn By: JJP Reviewed By: DAJ
Job No.: 1042-120 Date: 1-4-18

Preliminary Plat

C1.0

**SUBDIVISION AGREEMENT
(GARY & DEBBIE PINK NO. 3)**

(Replat of Lot 2, Gary and Debbie Pink No. 2 together with Tax Lot 14 Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska and Tax Lot 8, Section 18, T14N, R12E of the 6th P.M. Sarpy County, Nebraska)

THIS AGREEMENT is made this _____ day of _____, 2016, among Pink Investments, LLC, a Nebraska limited liability company, and Gary L. Pink and Deborah A. Pink, husband and wife, (collectively hereinafter referred to as "Subdivider"), the GDP2 Association and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Plat or the Platted Area". The Plat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, Subdivider will develop and construct certain private infrastructure improvements on the Property in the Platted Area as described in Section 9 ("Private Infrastructure Improvements in accordance with the Plat"); and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Platted Area to the sewer system of the City; and,

WHEREAS, the Subdivider has previously created GDP2 association ("Association"), which includes all of the Platted Area and which will be amended to reflect the updated platting and the additional private infrastructure improvements being provided.

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

1. Platting. Subject to the terms of this Agreement, the subject property shall be platted and replatted as Lots 1 - 4, Gary & Debbie Pink No. 3, as more fully shown on Exhibit "B" (hereinafter the "Plat" or "Platted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Platted Area for review and approval by the City's Engineer prior to execution of the final plat subject to the City's reasonable approval.
3. Storm Water Management Plan: At the time improvements are constructed on the individual lots, each individual lot owner, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Plans and specifications for such storm water management improvements for each individual lot shall be prepared prior to construction of improvements on the individual lots by each lot owner's engineer at its

sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements on the lots.

4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement (“Maintenance Agreement”) in the form approved by the City (City Engineer) shall be entered into between each individual lot owner and the City prior to starting construction of improvements on any individual lot. It is understood that the final version of the Maintenance Agreement shall:
 - (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the individual lot owner at its expense,
 - (B) include provisions to control when post-construction storm water features are to be constructed,
 - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

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

5. Watershed Management Fees: Each individual lot owner shall make payment to City for Watershed Management Fees. This fee for the Property shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City’s Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City’s adopted fee rate that is in effect at the time the payment is made.
6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City’s requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
7. Public Access Roads or Driveways; Sidewalks; Pedestrian Corner Feature. Direct vehicular access to abutting streets shall be limited as indicated on the Plat, as finally approved by the City in the final plat. Roads and driveways identified in the Plat for use of the public shall be constructed to City approved specifications and shall not be less than nine inches (9”) P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by

the terms of the Subdivision Agreement. The owner of Lot 4 shall construct and maintain a vehicular turnaround on Lot 4 at the end of the shared private roadway when Lot 4 is developed with improvements. The turnaround will meet fire lane turnaround requirements and may be incorporated into the general parking and circulation improvements on Lot 4. The owner of Lot 4 will also construct and maintain a pedestrian corner feature on the corner of Giles Road and West Giles Road as shown on Exhibit D, when Lot 4 has been developed with improvements. Sidewalks shall be installed by the individual lot owners along West Giles Road at the time of the development of each individual Lot.

8. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Platted Area to assure the placement of lot corner pins as indicated has been done on the final plat.
9. Sanitary Sewer Connection Fees. Tract sanitary sewer connection fees shall be due and payable by individual lot owners to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, C-2 – General Commercial	1.87 ±AC@ \$5,973/AC	\$ 11,169.51
Lot 2, C-2 – General Commercial	1.78 ±AC@ \$5,973/AC	\$ 10,631.94
Lot 3, C-3 – Hiway Commercial/Office Pk	1.24 ±AC @ \$5,973/AC	\$ 7,406.52
Lot 4, C-3 – Hiway Commercial/Office Pk	4.30 ±AC @ \$5,973/AC	\$ <u>25,683.90</u>

TOTAL \$54,891.87

The aforesated 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.

10. Infrastructure to be at Private Expense. The cost of the Private Infrastructure Improvements and easements within and serving the Platted Area, which are the private internal street improvements for ingress and egress to and from the individual lots, the storm sewer collection system connecting the facilities from each lot to the public storm system, and the private sanitary sewer connection from the lots to the existing sewer system, shall be constructed and maintained at private expense and no part thereof shall be the responsibility of or at the expense of the City. Subdivider shall provide City with a cost estimate of the Private Infrastructure Improvements.

Notwithstanding any provision herein to the contrary, the Private Infrastructure Improvements shall not be considered improvements to any individual lot and will not trigger the payment of any of the various fees delineated in this Agreement due upon or prior to improvements on any individual lot, including but not limited to the fees described in Sections 4 & 8 of this Agreement, nor trigger the installations of or planning for any other associated improvements on individual lots, including but not limited to those described in Section 3 of this Agreement.

All Private Infrastructure Improvements provided by Subdivider shall be designed and contracted and operated, repaired, replaced and maintained after construction by Subdivider and its successor individual lot owners as provided in the Grant of Common Drive Easement and Declaration of Covenants, Conditions and Restrictions, as amended ("Covenants") attached hereto as Exhibit C.

11. Common Improvements/Maintenance.

- a. Filing of Record. The Subdivider, at its expense when recording the final plat, 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.
- b. City Engineer to be Determiner. The City Engineer shall be the determiner of which improvements are required and which are Common Area Expense and which are not Common Area Expense, and shall have the right, but not any obligation, to inspect any work on or relating to the improvements, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.
- c. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Platted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such Common Area Improvements and to assess against the Subdivider and the property in the Platted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorneys fees incurred by City in such foreclosure.
- d. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider, Subdivider or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.

12. Restrictive Covenants. The Covenants at Exhibit C are filed against the Platted Area and will be amended to reflect the changes to the private infrastructure

13. Exhibit Summary. The Exhibits proposed by Thompson, Dreessen & Dorner, Inc. Engineering, LLC, engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Property
Exhibit "B":	Preliminary Plat and Area to be Platted
Exhibit "C":	Grant of Common Drive Easement and Declaration of Covenants, Conditions and Restrictions
Exhibit "D":	Private Infrastructure Improvements
Exhibit "E":	Pedestrian Corner Feature in Lot 4
Exhibit "F":	Sewer Connection Agreement
Exhibit "G":	Cost Estimate of Private Infrastructure Improvements

14. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Platted 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.
15. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
16. Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.
17. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
18. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.
19. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.

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

PINK INVESTMENTS, LLC a Nebraska limited liability company

By: _____
Gary L. Pink, Manager

GDP2 ASSOCIATION a Nebraska non profit corporation

By: _____
Gary L. Pink, President

Deborah A. Pink

Gary L. Pink

ATTEST:

CITY OF LA VISTA

City Clerk

By: _____
Mayor

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Gary L. Pink, Manager of Pink Investments, LLC a Nebraska limited liability company.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Gary L. Pink, President of GDP2 ASSOCIATION, a Nebraska non profit corporation.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Deborah A. Pink.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Gary L. Pink.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

On this day of _____ day of _____, 2016, 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 be personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, 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

00626292.DOC

EXHIBIT A
THE PROPERTY

Replat of Lot 2, Gary and Debbie Pink No. 2 together with Tax Lot 14 Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska and Tax Lot 8, Section 18, T14N, R12E of the 6th P.M. Sarpy County, Nebraska

EXHIBIT B
Preliminary Plat and Area to be Platted

EXHIBIT C

Grant of Common Drive Easement and Declaration of Covenants, Conditions and Restrictions

After Recording Return to:
Elizabeth Sevcik
Croker, Huck, Kasher, DeWitt,
Anderson & Gonderinger, L.L.C.
2120 S 72 Street, Suite 1200
Omaha, NE 68124-2356

**AMENDMENT TO GRANT OF COMMON DRIVE
EASEMENT AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Amendment of Common Drive Easement and Declaration of Covenants, Conditions, and Restrictions (herein "Amendment") is made effective this ____ day of _____, 2016, by GARY L. AND DEBORAH A. PINK, PINK INVESTMENTS, LLC, a Nebraska limited liability corporation, JEREMY L. FRITZ, JEFFREY F. FRITZ, and JULIE A. BAASCH (collectively the "Owners"), and GDP2 ASSOCIATION, a Nebraska non-profit corporation (herein "Association").

RECITALS

- A. Jeremy L. Fritz, Jeffrey F. Fritz and Julie A. Baasch are the owners of Lot 1, Gary & Debbie Pink No. 2, a subdivision in Sarpy County, Nebraska.
- B. Gary L. and Deborah A. Pink, and Pink Investments, LLC, are the owners of Lot 2, Gary and Debbie Pink No. 2 a subdivision, Tax Lot 14 in Section 19, Township 14, Range 12, and Tax Lot 8 in Section 18, Township 14, Range 12, each in Sarpy County, Nebraska, which have been replatted as Lots 1, 2, 3, and 4, Gary & Debbie Pink No. 3, a subdivision in Sarpy County, Nebraska.
- C. Pursuant to Section 3.5 of the Common Drive Easement and Declaration of Covenants, Conditions, and Restrictions recorded as Instrument No. 2010-37259 in

the Sarpy County Register of Deeds Office (the "Declaration"), Pink Investments, LLC has the right to grant an additional easement as stated therein.

D. Pink Investments, LLC desires to exercise its rights under Section 3.5 of the Declaration, and the Owners desire to amend certain typographical errors in the Declaration.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Any capitalized term not defined herein shall have the meaning ascribed to it in the Declaration.

2. The Owners are all of the current record owners of the properties which are subject to the Declaration.

3. Pink Investments, LLC hereby grants an easement pursuant to the Declaration to the Owners and the Association and extends the East Drive as shown on Exhibit A attached hereto and incorporated herein by this reference. A description of the Extension is provided on Exhibit A. The Extension shall now be considered a part of the Common Drive Easement and the East Drive under the Declaration.

4. The City of La Vista has required an easement area of 35 feet for the East Drive and West Drive, the easement area for the East Drive and West Drive shall be increased to 35 feet as shown on Exhibit A, and the Declaration is modified accordingly to account for the same.

5. The City of La Vista has required that the Declaration address the shared private sanitary sewer both previously constructed and to be constructed within the Common Drive Easement as well as the shared private storm sewer both previously constructed and to be constructed. Accordingly, the Declaration is hereby amended to add the following provisions:

Section 1.22. "Shared Sanitary Sewer" shall mean the shared private sanitary sewer constructed within the Common Drive Easement.

Section 1.23. "Shared Storm Sewer" shall mean the shared private storm sewer running along the northern portions of Lots 1, 2, and 3, Gary & Debbie Pink No. 3, along with the additional storm sewer leg running North/South through Lot 2, Gary and Debbie Pink No. 3 and creating an inlet for the roadway, as shown on Exhibit to Section 1.23 attached hereto and incorporated herein by this reference..

Section 3.1.e. Shared Sanitary Sewer. A nonexclusive easement for installation, use, repair, replacement and maintenance of the Shared Sanitary Sewer within the Common Drive Easement.

Section 3.1.f. Shared Storm Sewer. A nonexclusive easement for installation, use, repair, replacement and maintenance of the Shared Storm Sewer for the benefit of Lots 1, 2 and 3 of Gary & Debbie Pink No. 3, and the Common Drive Easement.

Section 3.6.a.v. Not later than November 30, 2016, Pinks shall install the portion of the Shared Sanitary Sewer Easement running along the East Drive, and the new leg of the Shared Storm Sewer Easement running across Lot 2, Gary & Debbie Pink No. 3 providing an inlet for the roadway and connecting to the existing portion of the Shared Storm Sewer. Pinks shall install the improvements contemplated in this subsection at Pinks' sole cost expense, provided however, after installation, Pinks shall not be responsible for the costs of repair, replacement and maintenance of the improvements except to the extent and only to the extent they are an Owner of a Lot and assessed the Lot's proportionate share of Common Expenses as such. After installation of the foregoing improvements, all costs of repair, replacement and maintenance of the Shared Sanitary Sewer shall be shared as a Common Expense among all Owners, and all costs of repair, replacement and maintenance of the Shared Storm Sewer shall be shared as a Common Expense of the Owners of Lots 1, 2, and 3, Gary & Debbie Pink No. 3, only.

Section 5.3.d. Notwithstanding anything contained herein to the contrary, the Common Expenses attributable to the Shared Storm Sewer shall be equally shared by Lots 1, 2, and 3, Gary & Debbie Pink No. 3, and those Lots only.

6. Section 5.1 is amended to include the Shared Sanitary Sewer and Shared Storm Sewer in its maintenance and operation responsibilities.

7. Section 5.3 shall be amended to include apportionment of Common Expenses related to the Shared Sanitary Sewer in the same manner as those related to the corresponding sections of the road known as the Giles Road Connection, the East Drive and the West Drive.

8. Any other rights, obligations or remedies set forth in the Declaration with respect to the roadway and/or the Common Easement Drive, which are necessary and/or beneficial to the installation, repair, replacement or maintenance of the Shared Sanitary Sewer and/or Shared Storm Sewer and which are not otherwise specifically addressed in this Amendment, shall apply

equally to the Shared Sanitary Sewer, including but not limited to the easements granted to the Association in Section 3.2 and 3.3, and the rights, obligations and remedies in Section 5.4 and 6.

9. Section 3.1.b. is hereby amended and replaced as follows:

b. Parking. No on-street parking of any nature will be permitted on the Giles Road Connection, the West Drive, or the East Drive, which comprise the shared private roadway.

10. The parties make the following typographical corrections:

a. The reference in Section 1.6 to “Section 5.2(a)” is corrected to refer to Section 5.2

b. The references to “Section 3.5(a)” in Section 3.6, Section 5.1, and Section 7 are corrected to refer to “Section 3.6(a).”

c. The references to “Section 3.5(c)” in Section 4.1 are corrected to refer to “Section 3.6(c).”

d. The partial sentence “If a Lot” at the end of the first paragraph of Section 5.3 is hereby deleted.

11. Pinks do hereby grant, convey, and quitclaim an easement for a storm sewer over and across Lots 1, 2, and 3, Gary & Debbie Pink No. 3 as shown on Exhibit B for the benefit Lots 1, 2 and 3 of Gary & Debbie Pink No. 3, the Common Drive Easement, and the Association.

12. Except as provided herein, the Declaration shall remain in full force and effect without modification.

Gary L. Pink

Pink Investments, LLC

Deborah A. Pink

GDP2 Association

By: _____
Gary L. Pink, Manager

By: _____
Gary L. Pink, President

Jeffrey F. Fritz

Julie A. Baasch

Jeremy L. Fritz

[illegible]

The foregoing instrument was acknowledged before me on _____, 2016, by Gary L. Pink, Manager of Pink Investments, LLC, on behalf of said limited liability company.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me on _____, 2016, by Gary L. Pink, President of GDP2 Association, on behalf of said association.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me on _____, 2016, by Gary L. Pink.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me on _____, 2016, by Deborah Pink.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me on _____, 2016, by
Jeffrey F. Fritz.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by Julie
A. Baasch.

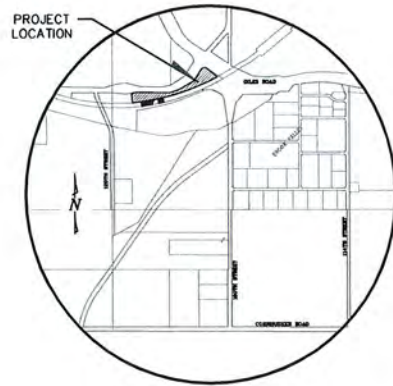
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on _____, 2016, by
Jeremy L. Fritz.

Notary Public

EXHIBIT D
Private Infrastructure Improvements

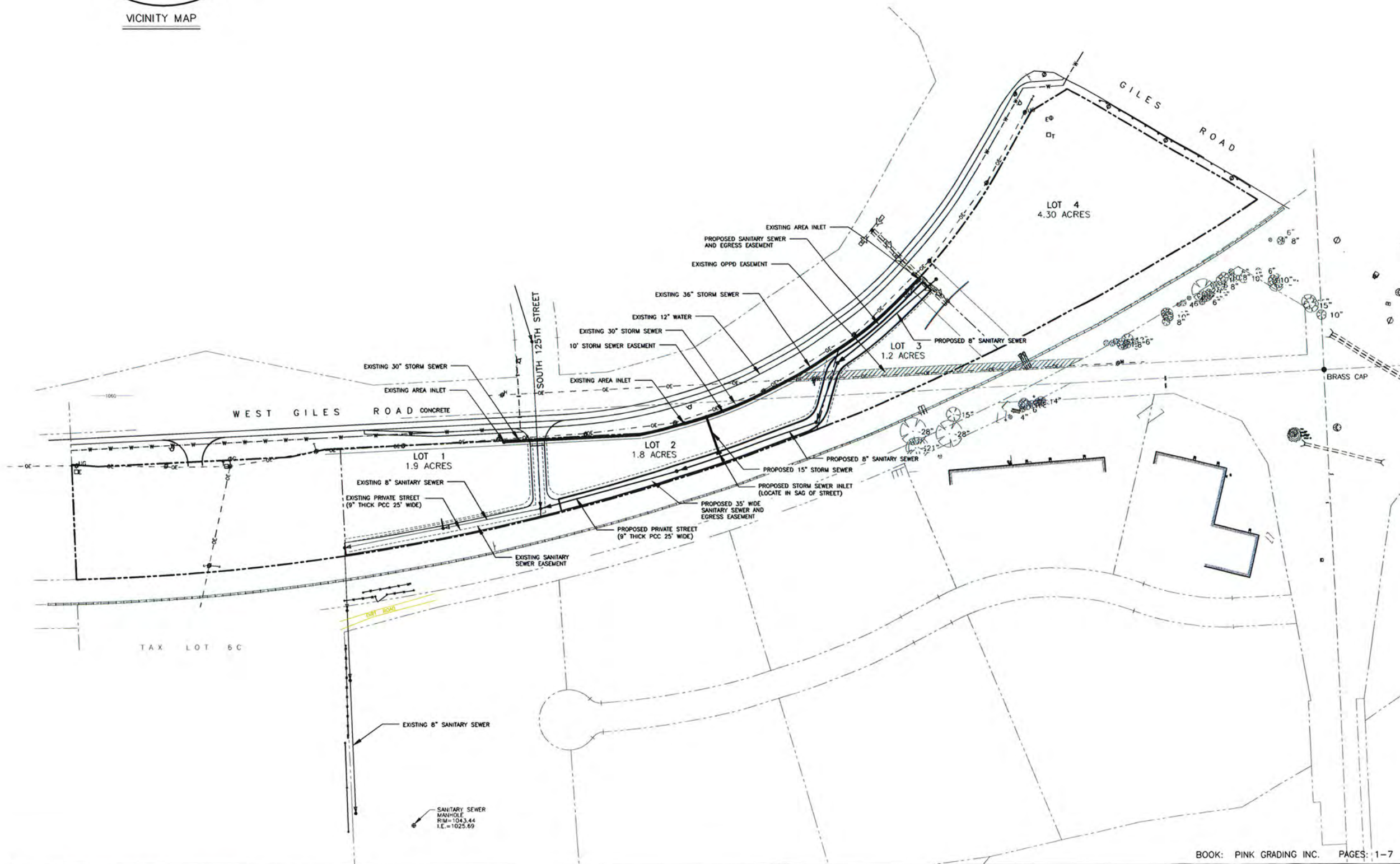


VICINITY MAP

GARY & DEBBIE PINK NO. 3

LOTS 1 THROUGH 4, INCLUSIVE

BEING A REPLATTING OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH A PLATTING OF TAX LOT 14 LYING IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 19, T14N, R12E AND TAX LOT 8 LYING IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



thompson, dreessen & dornier, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name

Gary and Debbie
Pink No. 3

Client Name

Pink Investments,
LLC

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Address LaVita Comments	1-21-16
2		
3		
4		
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18		
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20		

Drawn By: JJP Reviewed By: DAJ
Job No.: 1042-120 Date: 1-4-16

Sheet Title

Private
Improvements

Sheet Number

Exhibit "D"

EXHIBIT E
Pedestrian Corner Feature in Lot 4

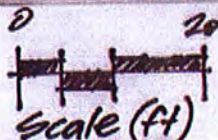


La Vista Planting Designs

9/12/09



Southpoint
parkway



Gilbert
pt.

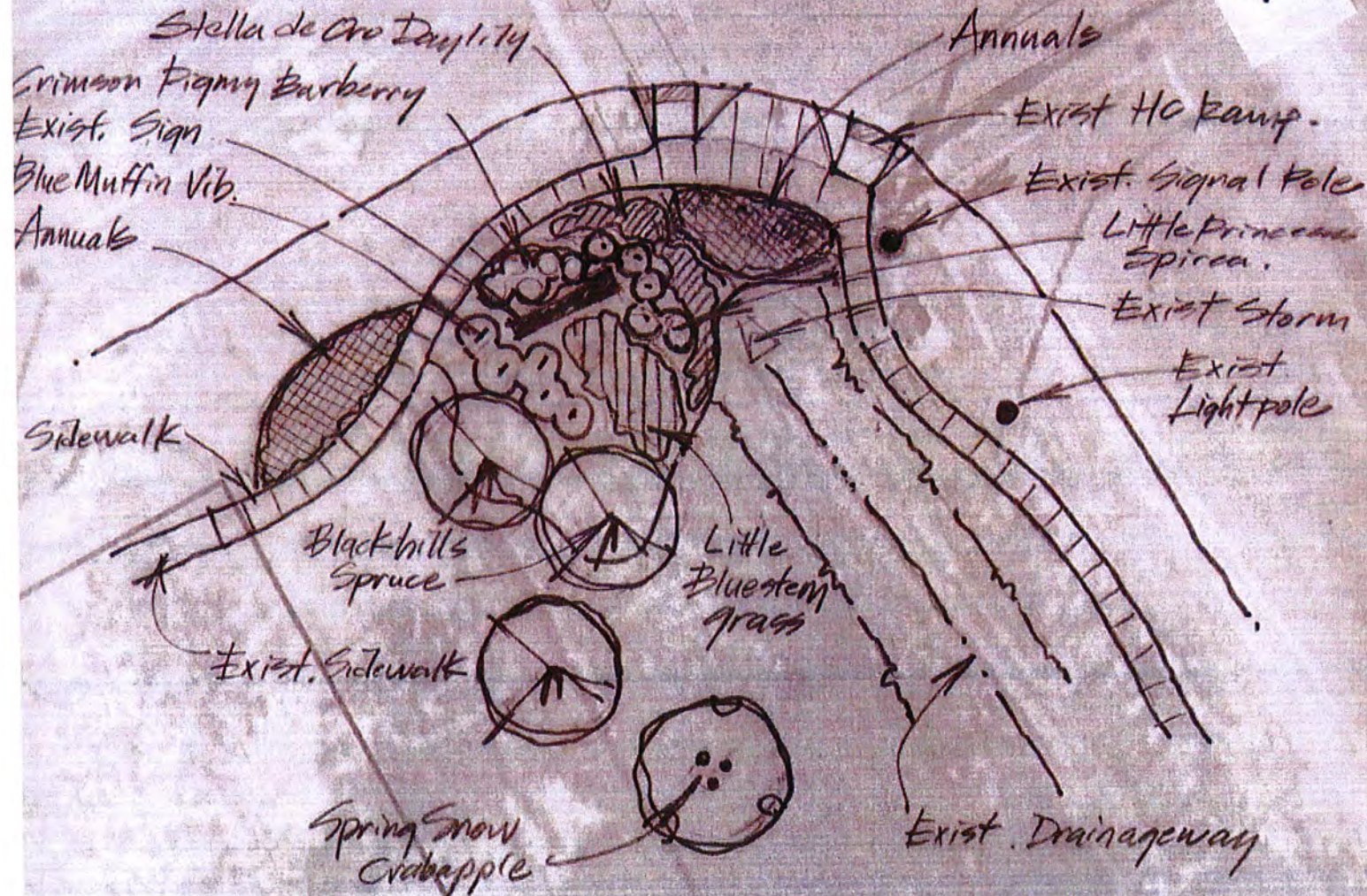


EXHIBIT F
Sewer Connection Agreement

GARY AND DEBBIE PINK NO. 3
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT ("Agreement"), made and entered into in La Vista, Nebraska, on this ____ day of _____, 2016, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Pink Investments, LLC, a Nebraska limited liability company authorized to do business in Nebraska its successors and assigns (hereinafter referred to as "Owner") (City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties");

W I T N E S S E T H:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Lots 1-4, Gary and Debbie Pink No. 3, as depicted on Exhibit "B" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer system constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City's sewerage system, and to provide for the processing of such sewage, from the properties identified in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the Parties hereto, it is agreed by and between the Parties as follows:

I

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:

- A. Shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the "sewer system of the City":

- A. Any sanitary sewer or system of sanitary sewers owned by the City;
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City. Owner shall have the right to connect to the existing public sanitary sewer located in Lot 1 and/or Lot 2, Gary and Debbie Pink No. 2, subject to the conditions of a Permanent Sanitary Sewer Easement recorded as Instrument Number 2005-29577 of the Sarpy County records of the Sarpy County Register of Deeds.

III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.
- B. That the sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein, and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, *infra*.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the reasonable opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, upon written notice thereof, promptly correct said defect.
- F. That in the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for the reasonable cost of all work, services, materials and other expenses reasonably incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewer system of the Owner, in violation of such ordinances, regulations and conditions.

EXHIBIT G
Cost Estimate of Private Infrastructure Improvements

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- H. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- I. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.
- J. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- K. That, subject to the provisions of Paragraph V, infra, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, infra, hereinafter made and adopted by City or Sarpy County.
- L. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District, however, Owner may utilize wells for irrigation purposes.

IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of years.

V

Owner agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City in effect at the time of the connection;
2. obtain from the City a permit to so connect, as may be required by the ordinances of the City in effect at the time of the connection.
3. make all connections to the sewer system of the City in accordance with applicable ordinances, regulations and specifications.

4. upon written notice by City, immediately disconnect any connection to the sewer system of the City which has been made by the Owner without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City pertaining to sewer connections.

VI

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

VII

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's written notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's written notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
 1. Upon giving the Owner sixty (60) days written notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
 2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work reasonably necessary for the requested corrective

measures, or to reasonably complete the corrective measures commenced by the Owner, as the case may be, in either of which events the Owner agrees to immediately reimburse City for any and all reasonable expenses incurred by City in connection therewith.

3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless Owner shall advise the City in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term which said Party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraph IV, supra.

IX

The failure of either Party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

X

A listing of the Schedule of Exhibits hereto is as follows:

Exhibit "A": Lot 1, Gary and Debbie Pink No. 2 and Lots 1-4, Gary and Debbie Pink No. 3 (Properties to be Connected)

Exhibit "B": Preliminary Sanitary Sewer & Water Plan

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, if in the sole

Name of Addition Gary & Debbie Pink No. 3 Lots 1 thru 4 SID #
 TD2 No.: 1042-112

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

	Proposed Improvements			Financing**		
	Quantity	Construction Cost	Total* Cost	General Obligation	Special	Reimbursable
Storm Sewer		\$5,000	\$5,800	\$0	\$0	\$5,800
Sanitary Sewer						
Interceptor fees		\$0	\$0	\$0	\$0	\$0
Interceptor		\$0	\$0	\$0	\$0	\$0
Outfall		\$0	\$0	\$0	\$0	\$0
Interior		\$36,000	\$41,400	\$0	\$0	\$41,400
Paving						
Minor		\$82,800	\$95,200	\$0	\$0	\$95,200
Collect.		\$0	\$0	\$0	\$0	\$0
Major		\$0	\$0	\$0	\$0	\$0
Traffic Signal		\$0	\$0	\$0	\$0	\$0
Sidewalks		\$0	\$0	\$0	\$0	\$0
Parks						
Acquisition		\$0	\$0	\$0	\$0	\$0
Contribution		\$0	\$0	\$0	\$0	\$0
Improvements		\$0	\$0	\$0	\$0	\$0
144th Trail		\$0	\$0	\$0	\$0	\$0
Water						
Capital Facilities		\$0	\$0	\$0	\$0	\$0
Interior		\$0	\$0	\$0	\$0	\$0
Off-Site		\$0	\$0	\$0	\$0	\$0
Gas						
Interior						
Off-Site						
Electricity***						
Interior		\$0	\$0	\$0	\$0	\$0
Off-Site		\$0	\$0	\$0	\$0	\$0
Total		\$123,800.00	\$142,400.00	\$0.00	\$0.00	\$142,400.00

* Total cost includes the addition of legal, engineering, fiscal fees, and interest.

** Attach a statement of assumptions as basis for preliminary projections.

*** Indicate any need to relocate on- or off-site lines.

Date 1/20/2016

opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

Both Parties acknowledge and agree that this written Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XIII

The provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns. Owner shall refer to the successors and assigns of original Owner upon transfers of individual lots.

IN WITNESS WHEREOF, we, the Parties hereto, by our respective duly authorized agents, hereto affix our signatures at La Vista, Nebraska, the day and year first above written.

ATTEST:

CITY OF LA VISTA, a municipal
corporation in the State of Nebraska

CITY CLERK

BY:

MAYOR

Pink Investments, L.L.C.,
A Nebraska limited liability company

By: _____

Its Authorized Agent

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 2016, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be an Authorized Agent of Pink Investments, L.L.C., a Nebraska limited liability company, 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

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

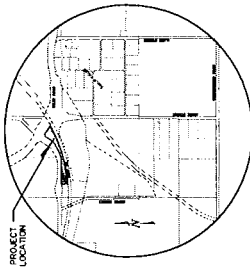
Notary Public

EXHIBIT "A"

Owner is to provide a letter size copy of the drawing portion of the Final Plat of Gary and Debbie Pink No. 3 as this exhibit.

EXHIBIT "B"

Owner is to provide a letter size drawing that illustrates the proposed sanitary sewer system to be constructed to serve all proposed buildings in the plat and the location of the sewer to which the system will be connected. This will illustrate the "sewer system of the Owner" as referred to in this agreement.



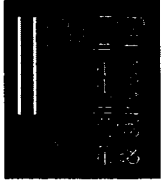
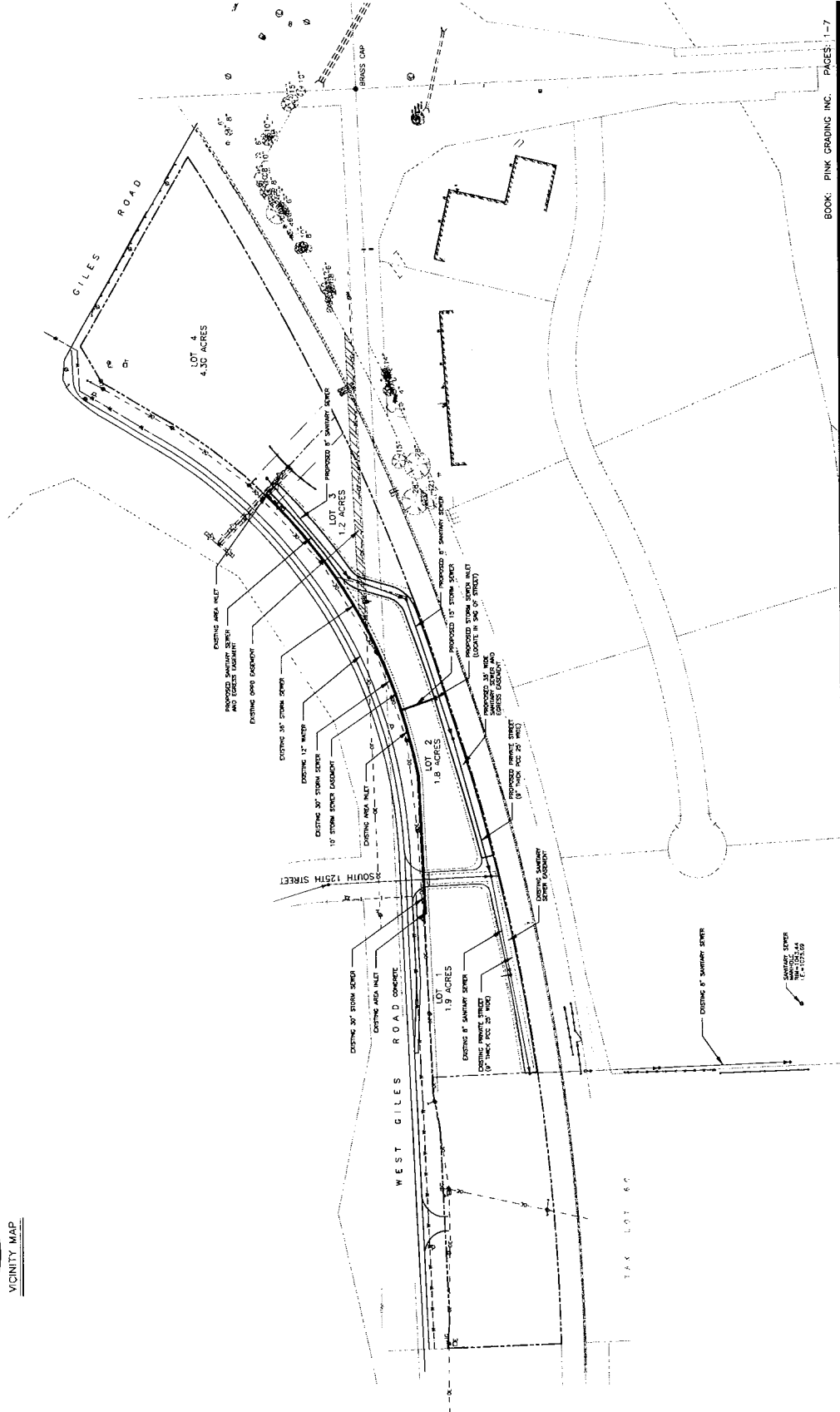
PROJECT LOCATION

GARY & DEBBIE PINK NO. 3

LOTS 1 THROUGH 4, INCLUSIVE

BEING A REPLATTING OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH A PLATTING OF TAX LOT 14 LYING IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 18, T14N, R12E AND TAX LOT 8 LYING IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SAGHAT COUNTY, NEBRASKA.

VICINITY MAP



Tommy, dresman & dresman, inc.
10836 Old Mill Rd
Omaha, NE 68154
p-402.330.8860 www.td2co.com

Project Name

Gary and Debbie
Pink No. 3

Client Name

Pink Investments,
LLC

Project Location

Project Easements

No.	Description	MAILED BY
1	Address Location Easement	LSJ/SLT
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Drawn By: JLP
Reviewed By: DJJ
Job No: 1000-100
Date: 1-1-16

Project Title

Private
Improvements

Sheet Number

Exhibit "D"

BOOK: PINK GRADING, INC. PAGES: 1-7

EXHIBIT B

DATE: 1-1-16