

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 17, 2017 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR REPLAT – LOT 51 AND LOT 28A1 BROOK VALLEY BUSINESS PARK, & LOT 2 BROOK VALLEY BUSINESS PARK REPLAT FOUR (SW OF 108 TH & OLIVE ST.)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared for approval of a replat and subdivision agreement for approximately 19.12 acres located southwest of 108th Street and Olive Street.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to consider applications for a replat and subdivision agreement, submitted by REDZ, LLC, on behalf of themselves and additional property owners, Peelz Real Estate, LLC, for approximately 19.12 acres currently described as Lot 51 and Lot 28A1 Brook Valley Business Park, and Lot 2, Brook Valley Business Park Replat Four. The property is generally located on the west of 108th Street, south of Olive Street.

The purpose of the requests is to replat the property into multiple lots for development. A detailed staff report is attached.

The Planning Commission held a meeting on September 21, 2017, and unanimously recommended approval of the final plat contingent on the final resolution of issues related to the Army Corps of Engineers and Sarpy County and the finalization of a subdivision agreement prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR LOT 51 AND LOT 28A1, BROOK VALLEY BUSINESS PARK, AND LOT 2, BROOK VALLEY BUSINESS PARK REPLAT FOUR, LOCATED IN SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 , 2 AND 3, BROOK VALLEY BUSINESS PARK REPLAT FIVE.

WHEREAS, the applicant, REDZ, LLC has made application for approval of a final plat for Lot 51 and Lot 28A1, Brook Valley Business Park, and Lot 2, Brook Valley Business Park Replat Four, located in Section 17, T14N, R12E; and

WHEREAS, the City Engineer has reviewed the preliminary and final plat; and

WHEREAS, on September 21, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Resolution of issues related to the Army Corps of Engineers and Sarpy County; and
2. Finalization of a subdivision agreement prior to City Council review.

. NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lot 51 and Lot 28A1, Brook Valley Business Park, and Lot 2, Brook Valley Business Park Replat Four, located in Section 17, T14N, R12E, to be replatted as Lots 1, 2 and 3, Brook Valley Business Park Replat Five, a subdivision located in Section 17, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 108th Street and Olive Street, be, and hereby is, approved.

PASSED AND APPROVED THIS 17TH DAY OF OCTOBER, 2017.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1-3, BROOK VALLEY BUSINESS PARK REPLAT FIVE.

WHEREAS, the City Council did on October 17, 2017, approve the final plat for Lots 1-3, Brook Valley Business Park Replat Five Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, REDZ, 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 October 17, 2017, City Council meeting for the Brook Valley Business Park Replat Five 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.

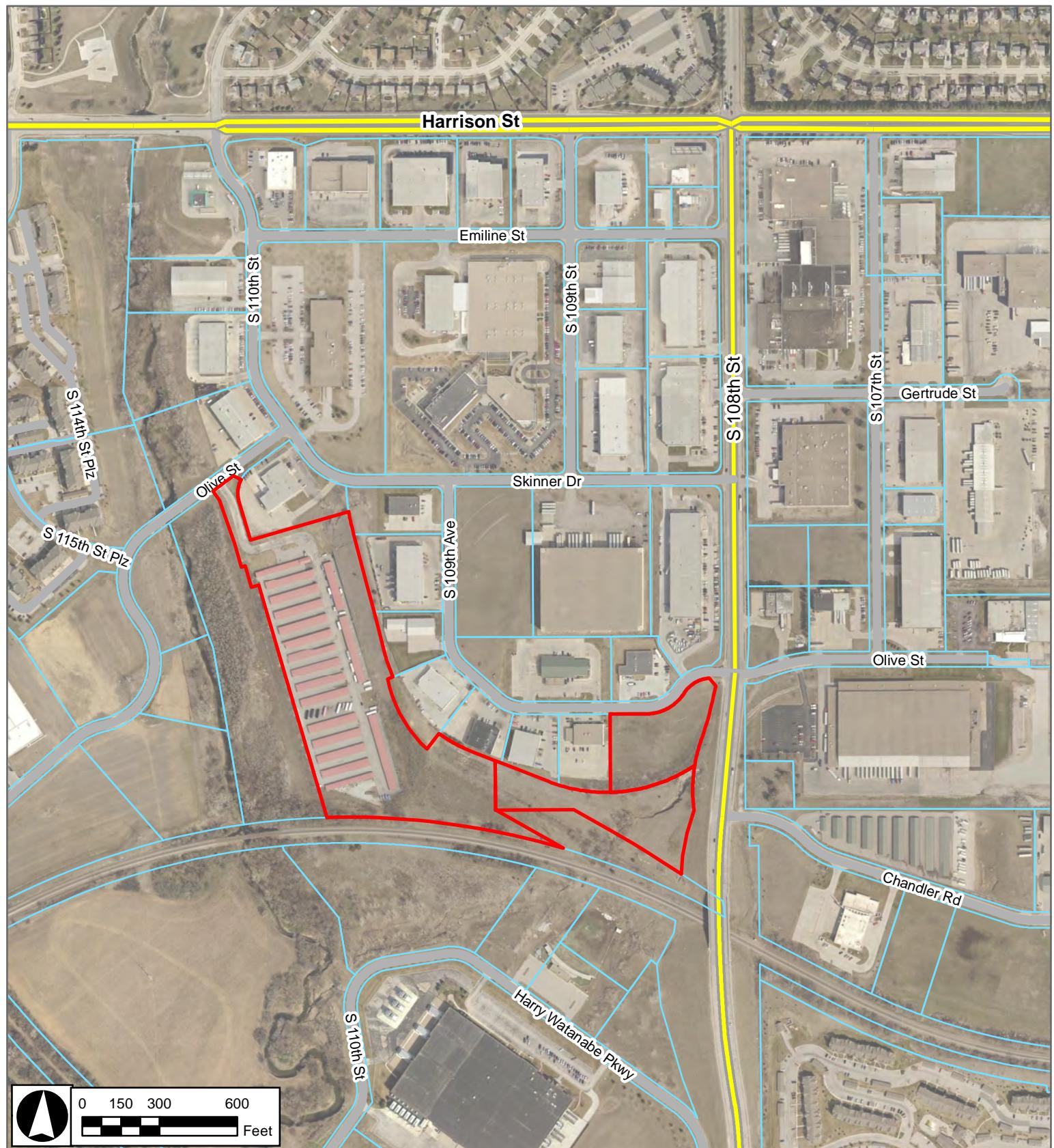
PASSED AND APPROVED THIS 17TH DAY OF OCTOBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

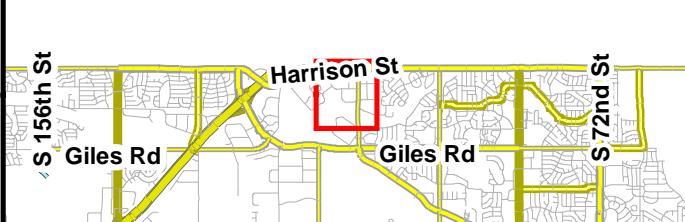
Pamela A. Buethe, CMC
City Clerk



Brook Valley Business Park Replat Five Lots 1, 2, & 3

9-14-2017

JMC





June 16, 2017

Zachary Daub
REDZ, LLC
2800 South 110th Ct. 31
Omaha, NE 68144

RE: Replat Application – Initial Review
Brook Valley Business Park Replat 5

Mr. Daub,

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. Please show the approximate acreage (nearest tenth acre) on each of the proposed lots on the preliminary plat for compliance with Article 3.03.06.
2. Please label Chandler Road to the east of proposed Lot 2. Also, show or make notations that public water mains and gas mains exist to serve the proposed lots. A copy of the jurisdictional delineation report (addressed elsewhere in these comments) will full fulfill the request for showing watercourses and ravines. This is in accordance with Article 3.03.07.
3. Relative to Article 3.03.10, please identify to what extent the sanitary sewer is proposed to be public and whether there will be other public or shared, private infrastructure (such as water main for fire protection to Lot 2 or cross-parking or shared roadway). In verbal conversations with the applicant's engineer the City Engineer has indicated that it would be possible for public participation in the storm sewer installation as a result of the need to address an ongoing erosion problem and protect the integrity of the 108th Street roadway embankment. There needs to be a meeting with the applicant's representatives, the City and Sarpy County to discuss the details and process of reaching an agreement on the storm sewer improvements.
4. Relative to Article 3.03.11, please submit a copy of the jurisdictional delineation report and the acceptance or determination by the Corps of Engineers that there are no jurisdictional areas involved in the proposed development limits.
5. Some existing easements have not been illustrated as required by Article 3.03.12. The existing 20 feet wide sanitary sewer easement from Book 51,

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Page 71 of the Sarpy County Misc. Records needs to be extended up to Lot 54 abutting proposed Lot 3. Former lot line easements from previous plat dedications are not shown, such as between Lot 2, BVBP Replat Four and BVBP Lot 28A. If those are to be released, then evidence of utility company agreement to do so will be needed before recording the plat; otherwise they need to be illustrated. There also appears to be an ingress-egress easement at the north end of proposed Lot 3 per Instrument No. 2005-44316. Finally, the applicant needs to provide some form of communication from the BNSF that indicates the spur track easement that exists/existed along the south line of Lot 51 has been released so that development can take place as proposed.

6. In accordance with Article 3.03.15 please provide itemized estimates for proposed public and/or private, shared infrastructure improvements. With the exception of the public storm sewer noted in Item 3, the City Engineer does not expect any public funding to be involved in the infrastructure improvements. You may proceed to prepare exhibits of the proposed infrastructure to incorporate into a subdivision agreement. A sample subdivision agreement will be provided as a starting point. The agreement will need to include provisions for maintenance of shared, private infrastructure.
7. The line style in the legend for "Proposed Water Main" appears to be the same line style as what seems to be delineating the building envelope.
8. The proposed building plan shown on Lots 1 and 2 on the preliminary plat does not appear to meet the requirements of I-2 zoning for 25 feet rear or 30 feet side yard requirements. This would not be something that can be addressed by waiving subdivision regulations and no such request was made. The development plan will need to be revised or else some other request, such as a PUD, would need to be made. It should also be noted that the proposed storm sewer and drainage easement along the common line between Lots 1 and 2 is not the same width between the preliminary plat (25 feet) and the final plat (20 feet).
9. In regards to Article 3.03.19, the applicant needs to provide a statement as to the maximum expected peak hour traffic from proposed Lots 1 and 2 using trip generation rates for the proposed uses based on the Trip Generation manual published by the Institute of Transportation Engineers. The results of that peak hour estimation will determine whether any additional traffic impact study is required.
10. Relative to Article 3.03.20, the extent to which the sanitary sewer installation is proposed to be public needs to be shown (Item 3 above). Also, a preliminary drainage study for the proposed storm sewer that defines the necessary easement for a 100-year storm event is needed. The preliminary plat shows the proposed storm sewer crossing over an existing storm sewer to reach another existing storm sewer (both the same size). Since it is somewhat unusual for storm sewers to cross over each other and not connect, this can

lead to possible confusion in future maintenance and utility locating operations. However, if there is a physical need based on pipe elevations, the proposed alignment may be justified. Please provide the necessary details to explain the proposal. Also, a conceptual post-construction storm water management plan is needed that identifies providing water quality improvements for the first one-half inch of runoff and detention of runoff to maintain 2-year return frequency storm event peak flows to existing conditions. The capacity of the existing pipe under the BNSF railroad at the downstream side of these lots needs to be addressed as well. A post-construction storm water permit will be required through the Permix web site. Lots 1 and 2 can share such a permit with an appropriate cross-easement agreement for operation and maintenance. If additional development is proposed on Lot 3, it will have to address post-construction storm water management at the time of a building permit for such additional development.

Final Plat

11. The title block of the Final Plat needs to be corrected from "Sarpy County Administrative Subdivision" to "Final Plat".
12. The label on the graphic scale needs correction as the text is garbled.
13. References to the City in the Planning Commission and City Council approval blocks need to be corrected as "La Vista" is two words.
14. Relative to Article 3.05.13, the approval block for the Planning Commission needs to have "Chairman" changed to "Chairperson" according to Section 10.03 of the Subdivision Regulations.
15. Relative to Article 3.05.19, the surveyor's certification block needs to be revised to have the first sentence of the standard language in Section 10.02 of the Subdivision Regulations added.
16. In accordance with Article 3.05.24 please provide itemized cost estimates, including engineering fees, for the proposed public improvements and for proposed private, shared infrastructure improvements. Any request for public participation in the public storm sewer construction needs to be set forth. Prior to releasing the final plat for recording, a satisfactory financial guarantee in the amount of 110% of such estimate will be required. Refer to Section 7.02 of the Subdivision Regulations for more information on improvement guarantees.
17. An acceptable subdivision agreement will be needed prior to City Council action. See Item 6 above.
18. The final plat has a notation stating no direct vehicular access onto 108th Street over the east lines of proposed Lots 1 and 2. The previous final plat of

Brook Valley Business Park, Lots 51-61 included a restriction of vehicular access from Lot 51 (now proposed Lot 1) onto 108th Street. There is an existing drive apron on the west side of 108th Street opposite of Chandler Road intersection that provided for vehicular access to Lot 28A. However, topography makes use of that drive apron very unlikely. The restriction of vehicular access onto 108th Street from Lots 1 and 2 is very appropriate.

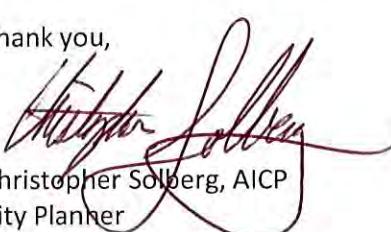
At the time of building permit, tract sewer connection fees will be collected on this property at the rate of \$6,690 per acre. This fee is subject to change at January 1, 2018. In regards to Lot 3, the fee would apply to the portion of former Lot 28A that is added into proposed Lot 3 and would be collected at such time as a building permit is issued on this portion of Lot 3. The acreage of former Lot 28A involved in Lot 3 needs to be documented in the subdivision agreement in the section addressing tract connection fees for future reference.

Storm water management fees will be applicable to this property and will need to be collected at the applicable rate at the time of building permit.

Please submit 4 full size copies (along with electronic copies) of the revised documents. A timeline for review by Planning Commission and City Council will be determined after review of the revised documents.

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

Thank you,



Christopher Solberg, AICP
City Planner

Attachment

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Scott Loos P.E., Thompson, Dreessen, & Dorner, Inc.
William Peel, Peelz Real Estate, LLC



July 5, 2017

Zachary Daub
REDZ, LLC
2800 South 110th Ct. 31
Omaha, NE 68144

RE: Replat Application – 2nd Review
Brook Valley Business Park Replat 5

Mr. Daub,

We have reviewed the revised documents submitted for the above-referenced application on June 26, 2017. 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:

1. The revised preliminary plat now indicates a 40 feet long public sanitary sewer extension instead a longer extension in Lot 3. Since the proposed extension only goes from a manhole in the center of the street to just beyond the right of way line, staff does not see that this needs to be a public sewer extension. Each lot (Lots 1 and 2) can have its own service line to the sanitary sewer in the street. Please verify the depth of the sanitary sewer in Olive Street being adequate to reach Lot 2 in this revised routing.
2. Please submit a copy of the jurisdictional delineation report and the acceptance or determination by the Corps of Engineers that there are no jurisdictional areas impacted by the proposed development activity or at least that such would be within nationwide permit parameters. The preliminary plat shows a “potential jurisdictional channel”.
3. Information is needed as to what is proposed for former lot line easements from prior plat dedications such as between Lot 2, Brook Valley Business Park (BVBP) Replat Four and Lot 28, BVBP and between Lots 28 and 51, BVBP. If those are to be released, then evidence of utility company agreement to do so will be needed before recording the plat; otherwise, they need to be illustrated on the plat.
4. Copies of the agreements made with the BNSF releasing rights to the spur track on the property need to be provided.
5. There remains a discrepancy in regards to the proposed width of the storm sewer easement along the common lines of Lots 1 and 2. It is shown as 25

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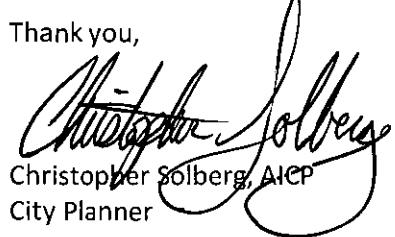
feet on the preliminary plat and 20 feet on the final plat. Also, the extension of the storm sewer easement from the west side of Lot 1 to the south along the common lines of Lots 2 and 3 will need to be at least 30 feet wide which is the existing width in total along the west side of Lot 1, but will be subject to major storm path easement needs. There will need to be closure of the gap between the existing storm sewer easements as noted on the attached excerpt from the final plat.

6. The trip generation estimates provided indicate the additional traffic volumes in peak hours will not reach the threshold requiring a complete traffic impact analysis.
7. Since this site drains to an existing culvert under the BNSF rail line, the City Engineer recommends that the drainage study show no increase in peak flows to this culvert from development of this property for all storm events up to and including the 100-year return frequency storm event. The drainage study indicates some increase in the 100-year peak flows which will require additional attenuation. The general concepts for water quality facilities are satisfactory. A detailed review of the drainage study is still in progress.
8. In regards to the request for participation in the costs of extending the existing public storm sewer that will address the current, serious erosion problem, the City Engineer will pursue some form of agreement with Sarpy County to obtain the funding to apply towards the proposed construction and anticipate this would be incorporated into the proposed subdivision agreement.
9. The draft subdivision agreement is currently under review, comments on the agreement will be provided separately.
10. The revised plat has adjusted the proposed lot line between Lots 1 and 2, however; there still appears to be an issue with meeting a 25 feet rear yard at the southeast corner of the proposed building on Lot 1 based on what is drawn on the preliminary plat. An adjustment to the proposed lot line would appear to be able to solve the problem.

Please submit 4 full size copies (along with electronic copies) of the revised documents. A timeline for review by Planning Commission and City Council will be determined after review of the revised documents.

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

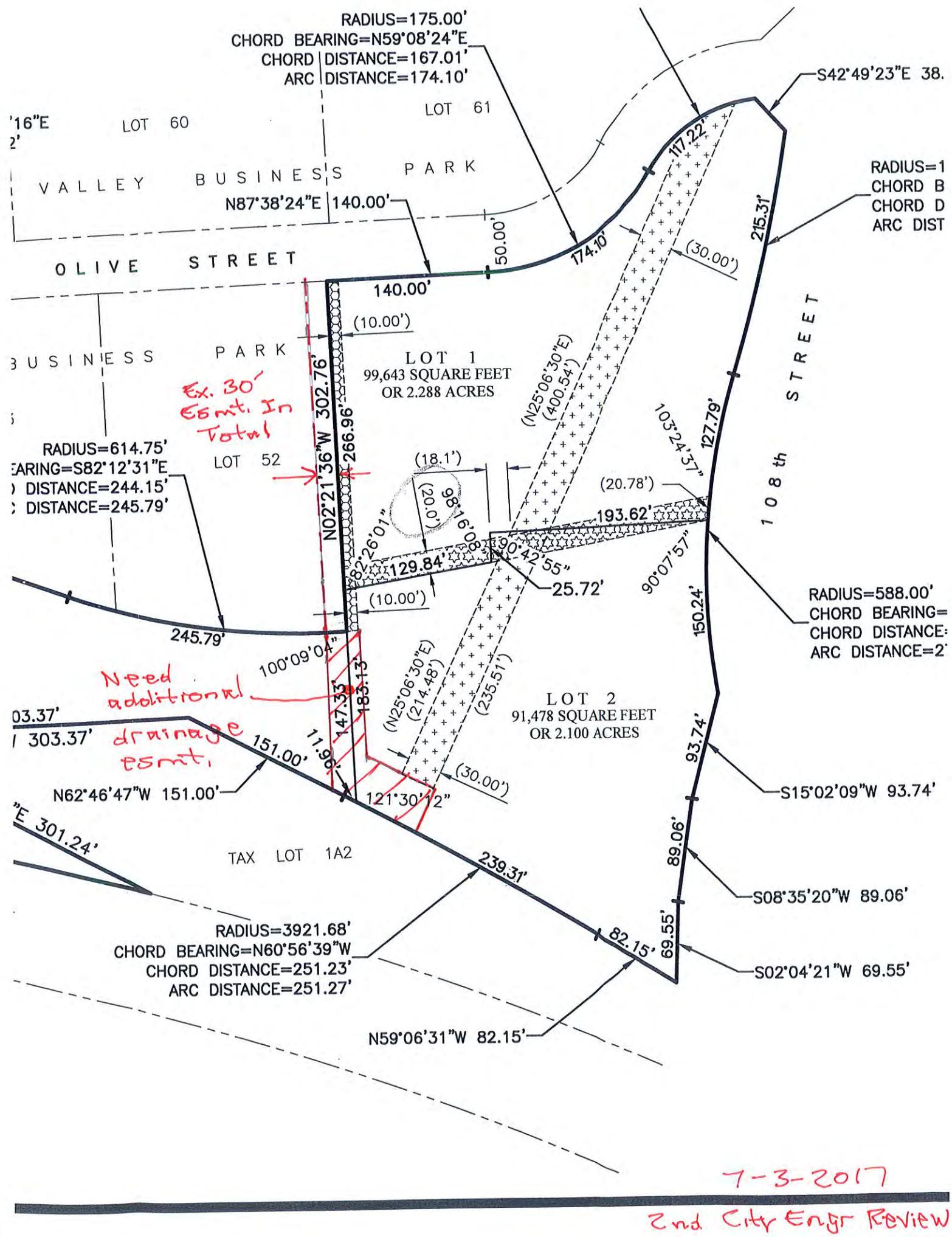
Thank you,



Christopher Solberg, AICP
City Planner

Attachment

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Scott Loos P.E., Thompson, Dreessen, & Dorner, Inc.
William Peel, Peelz Real Estate, LLC



July 24, 2017

City of La Vista
Attn: Mr. Christopher Solberg, AICP
8116 Park View Blvd.
La Vista, Nebraska 68128-2198

RE: Brook Valley Business Park Replat 5
Lot 51 Brook Valley Business Park II and Tax Lot 28A1
108th and Olive Street
Omaha, Nebraska
TD2 Job No. 1542-120

Mr. Solberg:

We are writing in response to your comment letter dated July 5, 2017.

In response to Item 1: We have verified the depth of the sanitary sewer in Olive Street and have adjusted the plans to provide individual services for each proposed building.

In response to Item 2: We have met with the USACOE reviewer, Ms. Joleen Hulsing, on site to determine the jurisdictional areas but have not received a formal delineation report or determination that a nationwide permit would be sufficient for the proposed development.

In response to Item 3: We've attached the easement vacation from OPPD and are waiting on the other utilities for their letters.

In response to Item 4: A copy of the BNSF agreement is attached hereto.

In response to Item 5: The revised submittal has included consistently showing the easement at 25 feet in width on both documents.

In response to Item 6: No response is required.

In response to Item 7: The proposed storm sewer system has been revised to provide additional attenuation of the 100 year peak flows from the developed property.

In response to Items 8 and 9: No response is required.

In response to Item 10: An adjustment has been made to the lot line to accommodate the yard requirements.

Attached please find four copies of the revised information referred to above along with a flash drive containing digital copies of same.

Mr. Christopher Solberg
Brook Valley Business Park Replat 5
La Vista, Nebraska
July 24, 2017
Page 2

Please contact the undersigned with any questions or if additional information is required.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

A handwritten signature in blue ink that reads "Douglas S. Dreessen, P.E." The signature is fluid and cursive, with "Douglas S." on the left and "Dreessen, P.E." on the right.

Douglas S. Dreessen, P.E.

DSD/tjp



August 25, 2017

Zachary Daub
REDZ, LLC
2800 South 110th Ct. 31
Omaha, NE 68144

RE: Replat Application – 3rd Review
Brook Valley Business Park Replat 5

Mr. Daub,

We have reviewed the revised documents submitted for the above-referenced application on July 24, 2017. 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:

1. Information needs to be provided indicating that the proposed development can be accomplished under a nationwide permit from Corps. This information needs to be provided prior to the September 5, 2017 deadline for Planning Commission packet document submittals.
2. There needs to be an indication that Sarpy County is willing to participate in the proposed public storm sewer extension to the extent requested by the applicant. The City Engineer submitted a request to Sarpy County Public Works on August 14 based on the applicant's request. If this issue is unresolved at the time of Planning Commission review, staff's recommendation to the Planning Commission would include a contingency for reaching a satisfactory agreement with Sarpy County concerning the public storm sewer extension. This would be documented in the subdivision agreement that would be part of the approval process at the City Council level.
3. As noted in Item 2, the subdivision agreement will need to be finalized before going to City Council.

In order for the replat to be considered for review at the September 21st Planning Commission meeting, a full, revised set of documents will need to be provided for Planning Commission Packets. Please submit 14 full size copies (along with electronic copies) of the revised documents by noon on September 5, 2017 to ensure that the application stays on track for the review by the Planning Commission.

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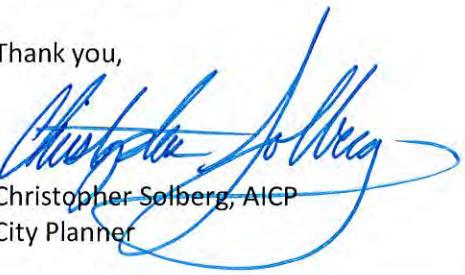
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If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,


Christopher Solberg, AICP
City Planner

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer
Scott Loos P.E., Thompson, Dreessen, & Dorner, Inc.
William Peel, Peelz Real Estate, LLC
File

September 12, 2017

City of La Vista
Attn: Mr. Christopher Solberg, AICP
8116 Park View Blvd.
La Vista, Nebraska 68128-2198

RE: Brook Valley Business Park Replat 5
Lot 51 Brook Valley Business Park II and Tax Lot 28A1
108th and Olive Street
Omaha, Nebraska
TD2 Job No. 1542-120

Mr. Solberg:

We are writing in response to your comment letter dated August 25, 2017.

In response to Item 1: We have continued the process with the USACOE to obtain a determination for wetlands in this development. Separate communication was provided to the City Engineer that explained where we are in this process.

In response to Item 2: Our client has been communicating with Sarpy County to determine the extent to which all parties will contribute to the construction of the proposed storm sewer extension.

In response to Item 3: A subdivision agreement will be created and submitted for approval prior to City Council.

Attached please find fourteen copies of the preliminary and final plats and the erosion control plan along with a CD containing digital copies of same.

Please contact the undersigned with any questions or if additional information is required.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Andrew A. Koster, P.E.

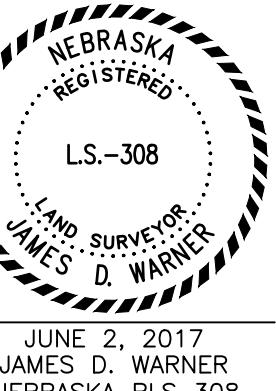
AAK/tjp

Enclosures

BROOK VALLEY BUSINESS PARK REPLAT FIVE

LOTS 1, 2 AND 3

BEING A REPLATTING OF LOT 28A1 AND 51, IN BROOK VALLEY BUSINESS PARK AND LOT 2, IN BROOK VALLEY BUSINESS PARK REPLAT FOUR, BOTH SUBDIVISIONS IN SARPY COUNTY NEBRASKA, LYING WITHIN THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY AND WITHIN THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 17.



JUNE 2, 2017
JAMES D. WARNER
NEBRASKA RLS 308

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS BROOK VALLEY BUSINESS PARK REPLAT FIVE, LOTS 1, 2 AND 3, (BEING A REPLATTING OF LOTS 1, 2 AND 3, BEING A REPLATTING OF LOT 28A1 AND 51, IN BROOK VALLEY BUSINESS PARK AND LOT 2, IN BROOK VALLEY BUSINESS PARK REPLAT FOUR, BOTH SUBDIVISIONS IN SARPY COUNTY NEBRASKA), LYING WITHIN THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY AND WITHIN THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 17.

SAID TRACT OF LAND CONTAINS 833,420 SQUARE FEET OR 19.133 ACRES MORE OR LESS.

CHAIRPERSON OF THE LA VISTA PLANNING COMMISSION

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF BROOK VALLEY BUSINESS PARK REPLAT FIVE WAS APPROVED BY THE CITY OF LA VISTA PLANNING COMMISSION ON THIS ____ DAY OF ____, 2017.

APPROVAL BY LA VISTA CITY COUNCIL
THIS PLAT OF BROOK VALLEY BUSINESS PARK REPLAT FIVE WAS APPROVED BY THE LA VISTA CITY COUNCIL THIS ____ DAY OF ____, 2017, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF BROOK VALLEY BUSINESS PARK REPLAT FIVE WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS ____ DAY OF ____, 2017.

NOTES:

1. DIMENSIONS AND BEARINGS IN PARENTHESES PERTAIN TO EASEMENTS.
2. THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO 108th STREET OVER THE EAST LINES OF LOTS 1 AND 2.
3. ANGLES SHOWN ADJACENT TO CURVES ARE MEASURED TO THE CHORD LINE OF SAID CURVE.

COUNTY SURVEYOR/ENGINEER

PEELZ REAL ESTATE, LLC
A NEBRASKA LIMITED LIABILITY COMPANY REDZ, LLC
A NEBRASKA LIMITED LIABILITY COMPANY CASS COUNTY BANK

BY: WILLIAM PEEL, MANAGING MEMBER BY: ZACHARY M. DAUB, MEMBER BY: JULIE SCHMALE, SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY (STATE OF NEBRASKA) (COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2017 BY WILLIAM PEEL, MANAGING MEMBER OF PEELZ REAL ESTATE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY (STATE OF NEBRASKA) (COUNTY OF DOUGLAS)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2017 BY ZACHARY M. DAUB, MEMBER OF REDZ, LLC, A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

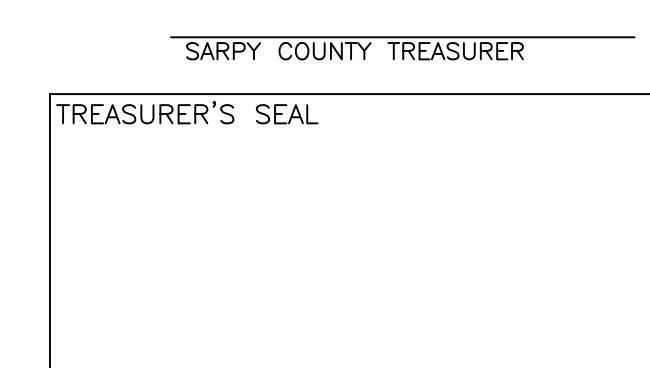
NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY (STATE OF NEBRASKA) (COUNTY OF DOUGLAS)

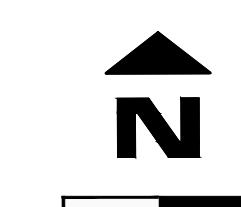
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2017 BY JULIE SCHMALE, SENIOR VICE PRESIDENT OF CASS COUNTY BANK ON BEHALF OF SAID BANK.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS ____ DAY OF ____, 2017.



BROOK VALLEY BUSINESS PARK REPLAT FIVE
LOTS 1, 2 AND 3



No.	Description	MM-DD-YY
...
...
...

Job No.: C1542-120C

Drawn By: RJR

Reviewed By: JDW

Date: JUNE 5, 2017

Book:

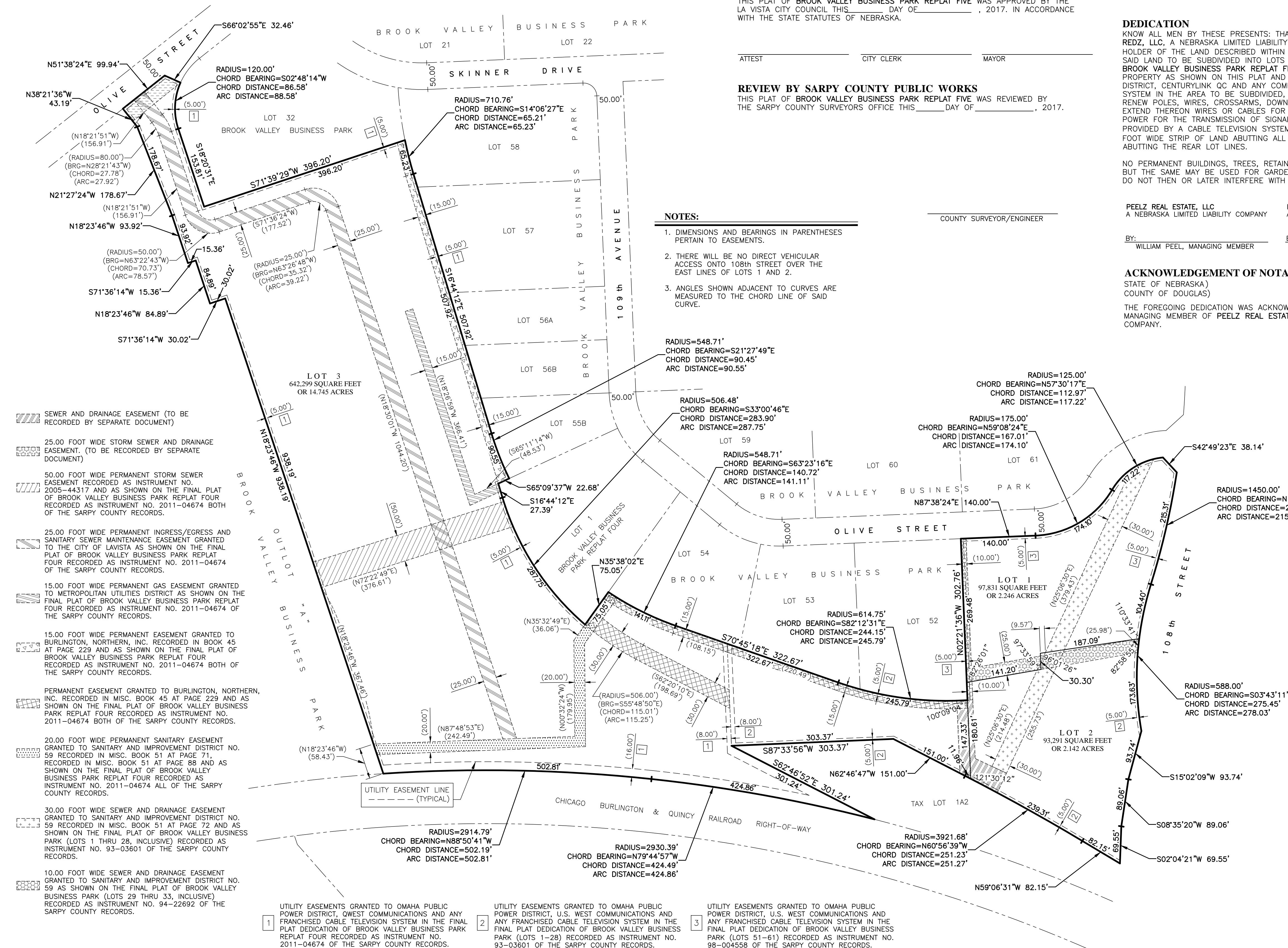
Page:

Sheet Title

Final Plat

Sheet Number

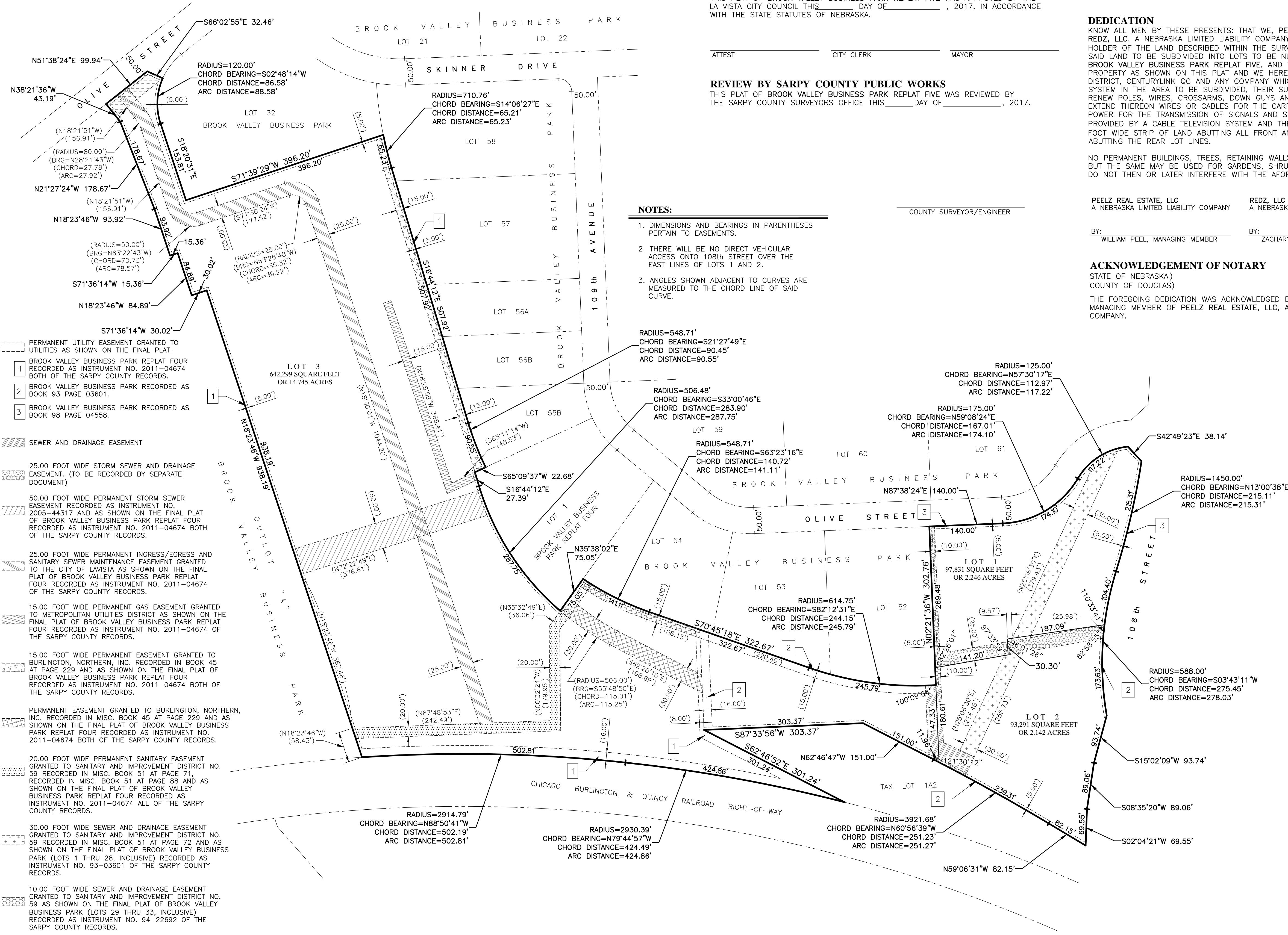
SHEET 1 OF 1



BROOK VALLEY BUSINESS PARK REPLAT FIVE

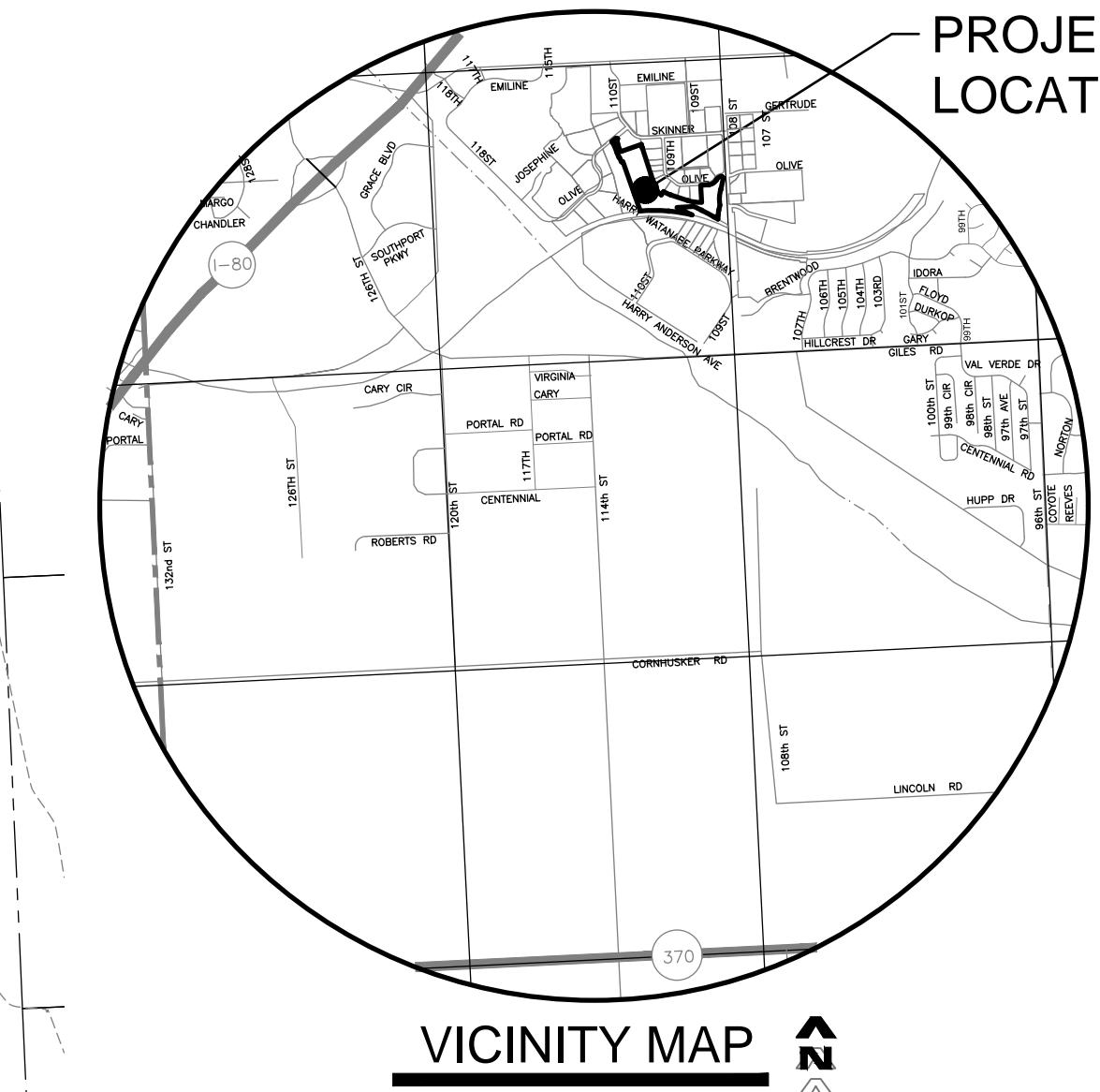
LOTS 1, 2 AND 3

BEING A REPLATTING OF LOT 28A1 AND 51, IN BROOK VALLEY BUSINESS PARK AND LOT 2, IN BROOK VALLEY BUSINESS PARK REPLAT FOUR, BOTH SUBDIVISIONS IN SARPY COUNTY NEBRASKA, LYING WITHIN THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY AND WITHIN THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 17.



BROOK VALLEY BUSINESS PARK REPLAT FIVE

LOTS 1, 2 & 3



TD2

engineering & surveying

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

Project Name

Brook Valley Business Park Replat Five Lots 1, 2 & 3

Client Name

REDZ, L.L.C.

SUBDIVIDE

OWNER

REDZ, LLC
ZACHARY DAUB
2800 SOUTH 110TH CT. #1
OMAHA, NE 68144

PEELZ REAL ESTATE, LLC
WILLIAM PEEL
P.O. BOX 45085
OMAHA, NE 68145

ENGINEER

THOMPSON, DREESSEN AND DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154

LEGAL DESCRIPTION

BEING A REPLATTING OF LOT 28A1 AND 51, IN BROOK VALLEY BUSINESS PARK AND LOT 2, IN BROOK VALLEY BUSINESS PARK REPLAT FOUR, BOTH SUBDIVISIONS IN SARPY COUNTY NEBRASKA, LYING WITHIN THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 17, T14N, R12E OF THE 6RTH P.M., SAID SARPY COUNTY AND WITHIN THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 17.

LEGEND

Legend for site plan symbols and labels:

- Existing Contours: Dashed line
- Proposed Contours: Solid line
- Proposed Storm Sewer: Double line
- Proposed Water Main: Dashed line
- Proposed Sanitary Sewer: Line with circle containing 'S'
- Proposed Silt Fence: Line with 'X' symbol

Professional Sea

Revision D

Drawn By: RTM Reviewed By: SRL
Job No.: 1542-120 Date: 06-05-17

Sheet Title

Erosion Control Plan

Sheet Number

DRAFT
SUBDIVISION AGREEMENT
(Brook Valley Business Park Replat Five)
(Replat of Lots 28A1 and 51 in Brook Valley Business Park, Section 17, T14N, R12E of the
6th P.M., Sarpy County, Nebraska)

THIS AGREEMENT is made this 17th day of October, 2017, among Peelz Real Estate, LLC, a Nebraska limited liability company, (“Peelz”), Redz, LLC, a Nebraska limited liability company, (“Redz”), a Nebraska limited liability company, and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Peelz and Redz own Lot 28A1 and Lot 51, respectively, 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,” “Replat,” 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, Redz at its cost will develop and construct certain public and private infrastructure improvements on Lots 1 and 2 of the Property and has requested the City to approve the proposed platting; and

WHEREAS, Redz proposes construction and payment of public storm sewer improvements using a combination of Redz and public funds; and

WHEREAS, Redz has elected to use the personal financing option and pay for construction of all other improvements on or serving the Property, with all other infrastructure, utilities and improvements to be paid for by Redz without use of sanitary improvement district or City funds; and

WHEREAS, It is possible Sarpy County might agree to reimburse Redz some of the costs paid by Redz to repair an erosion and drainage situation caused by water discharge of the 108th overpass storm sewer (“Repair Work”), subject to the County entering an inter-local or other agreement committing to such cost reimbursement (“Repair Work Agreement”). Except for costs reimbursed by the County pursuant to a Repair Work Agreement, Redz shall be responsible for paying all costs of Repair Work. Repair Work is illustrated on Exhibit “G”.

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

WHEREAS, Redz desires to provide for maintenance and upkeep of improvements included in this Agreement.

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

1. Platting. Subject to the terms of this Agreement, the subject property shall be platted and replatted as Lots 1 – 3 Brook Valley Business Park Replat Five, 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. Redz shall provide drainage calculations and a drainage map for Lots 1 and 2 in the Platted Area for review and approval by the City’s Engineer prior to execution of the final plat, which shall include a demonstration of any easements required to convey major storm sewer events, in form and content satisfactory to the City Engineer. The City’s release of the final plat shall be conditioned on Redz executing and delivering or otherwise making provision for any required easements in form and content satisfactory to the City Engineer. Redz will record with the final plat any easements the City Engineer requires as a condition of releasing the final plat.
3. Storm Water Management Plan: Before improvements are constructed on an individual lot in the Platted Area, the 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 issuance of permit for grading or 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 any grading or 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 and content satisfactory to the City (City Engineer) shall be entered into between each individual lot owner in the Platted Area and the City prior to issuance of any permit for grading or construction of improvements on such 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.

Watershed Management Fees: Each individual lot owner in the Platted Area shall make payment to City for Watershed Fees. This fee for each lot 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.

5. 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.
6. Shared Improvements: Except as otherwise may be provided in this Agreement, all shared infrastructure improvements on or benefiting lots 1 and 2 of the Property as described in Exhibit D shall be designed, contracted and constructed by Redz at its sole cost and expense. 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, at Redz's sole cost unless otherwise specified in this Agreement, 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 roadways and driveways and other infrastructure within or serving the Property 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.
7. Staking Bond. Redz 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.
8. 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, I-2 – Heavy Industrial	2.246 ±AC@ \$6,690/AC	\$ 15,025.74
Lot 2, I-2 – Heavy Industrial	2.142 ±AC@ \$6,690/AC	\$ 14,329.98
Lot 3, I-2 – Heavy Industrial (Part of Lot 28A)	1.292 ±AC@ \$6,690/AC	\$ 8,643.48
TOTAL		\$ 37,999.20

The aforestated fee of \$6,690 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. A sanitary sewer connection agreement shall be required of Redz with respect to the lots 1 & 2 in the Platted Area as a condition of release of the Final Plat to Redz for recording,

in form and content attached hereto as Exhibit E, subject to any additions or changes the City Engineer determines necessary or advisable.

9. **Infrastructure Expense.** The cost of the infrastructure improvements and easements within or serving the Platted Area shall be the private expense of the respective lot owners and their respective successors, unless otherwise provided in this Agreement. Not in limitation of the foregoing, Redz at its cost will construct the private internal street providing 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 individual lots to the existing sewer system. Storm sewer improvements on and in the vicinity of the Property, including without limitation construction of the storm sewer connection and extension from the existing flared end section on 108th Street to existing inlet on north side of Lot 1, and work to eliminate and prevent recurrence of erosion and related conditions (which work to eliminate and prevent recurrence of erosion and related conditions is referred to in the recitals above as Repair Work, some of the costs of which Repair Work may be reimbursed by Sarpy County to Redz if agreed by the County in a separate Repair Work Agreement to be executed prior to any storm sewer construction). Except as otherwise provided in a Repair Work Agreement, Redz shall be responsible for paying all costs of all storm sewer improvements, including without limitation all costs of all Repair Work.

All shared infrastructure improvements of two or more lots of the Property as described in Exhibit D (“Shared Improvements”) shall be designed, contracted and constructed by Redz, and shall be operated, repaired, replaced and maintained after construction, by Redz, and by all successors of Redz or of any entity constituting Redz, in the Platted Area as provided in the Easement Agreement, in form and content attached hereto as Exhibit C (“Easement Agreement”). Before the City releases the Final Plat to Subdivider for recording, Subdivider will provide City (i) a copy of the executed Easement Agreement that Redz will record with the Final Plat, and (ii) a surety bond written by a surety and in form and content satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct the infrastructure improvements as provided in Exhibit F.

10. **Maintenance and Repair of Infrastructure Improvements.** Each lot owner shall maintain and keep in good and working condition and repair, and replace as and when necessary, in perpetuity, all improvements of or benefiting its lot within the Platted Area, unless such work is provided and paid for pursuant to the Easement Agreement or any other arrangement of property owners within the Platted Area satisfactory to the City Engineer.

11. **City Engineer to be Determiner.** The City shall have the right, but not any obligation, to inspect any work on, or relating to, the improvements described in this Agreement, 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 the applicable lot owners 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.

City Access/Repair. 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 improvements and to assess against the benefited lots and lot owners 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 attorney fees incurred by City in such foreclosure

City 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 Redz, 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. Filing of Record. Redz, at its expense when recording the final plat, shall record this Agreement and the Easement Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.
13. Covenants Running With the Land. The final plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Redz with the Register of Deeds of Sarpy County, Nebraska, and, except as otherwise provided in this Agreement, shall be binding upon each lot owner with respect to lots it owns within the Platted Area, and all successors, assigns, lenders, mortgagees of such lot owner or others gaining or claiming any interest or lien in, to or against any any lot within the Platted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance. After City releases the final plat and this Agreement for recording, Redz promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.
14. Exhibit Summary. The Exhibits proposed by Thompson, Dreessen & Dorner, Inc. Engineering, LLC, engineers for Redz, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Property
Exhibit "B":	Final Plat
Exhibit "C":	Grant of Common Drive Easement and Declaration of Covenants, Conditions and Restrictions

Exhibit “D”:	Shared Private Infrastructure
Exhibit “E”:	Sewer Connection Agreement
Exhibit “F”:	Cost Estimate of Shared Improvements
Exhibit “G”:	Repair Work

15. **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.
16. **Incorporation of Recitals.** Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
17. **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.
18. **Assignment.** This Agreement may not be assigned by any party without the express written consent of all parties.
19. **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.
20. **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.

Peelz, LLC, a Nebraska limited liability company

By: _____

Its: _____

Redz, LLC a Nebraska limited liability company

By: _____

Zachary Daub, Manager

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
_____, 2017, by _____, _____ of
Peelz, 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 _____, 2017, by Zachary Daub, Manager of Redz, LLC a Nebraska limited liability company.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
)
)ss.
COUNTY OF _____)

On this day of _____ day of _____, 2017, 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

EXHIBIT A
THE PROPERTY

**Replat of Lots 28A1 and 51 in Brook Valley Business Park, Section 17, T14N, R12E of the
6th P.M., Sarpy County, Nebraska**

EXHIBIT B
FINAL PLAT

BROOK VALLEY BUSINESS PARK REPLAT FIVE

LOTS 1, 2 AND 3

BEING A REPLATTING OF LOT 28A1 AND 51, IN BROOK VALLEY BUSINESS PARK AND LOT 2, IN BROOK VALLEY BUSINESS PARK REPLAT FOUR, BOTH SUBDIVISIONS IN SARPY COUNTY NEBRASKA, LYING WITHIN THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY AND WITHIN THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 17.



JUNE 2, 2017
JAMES D. WARNER
NEBRASKA RLS 308

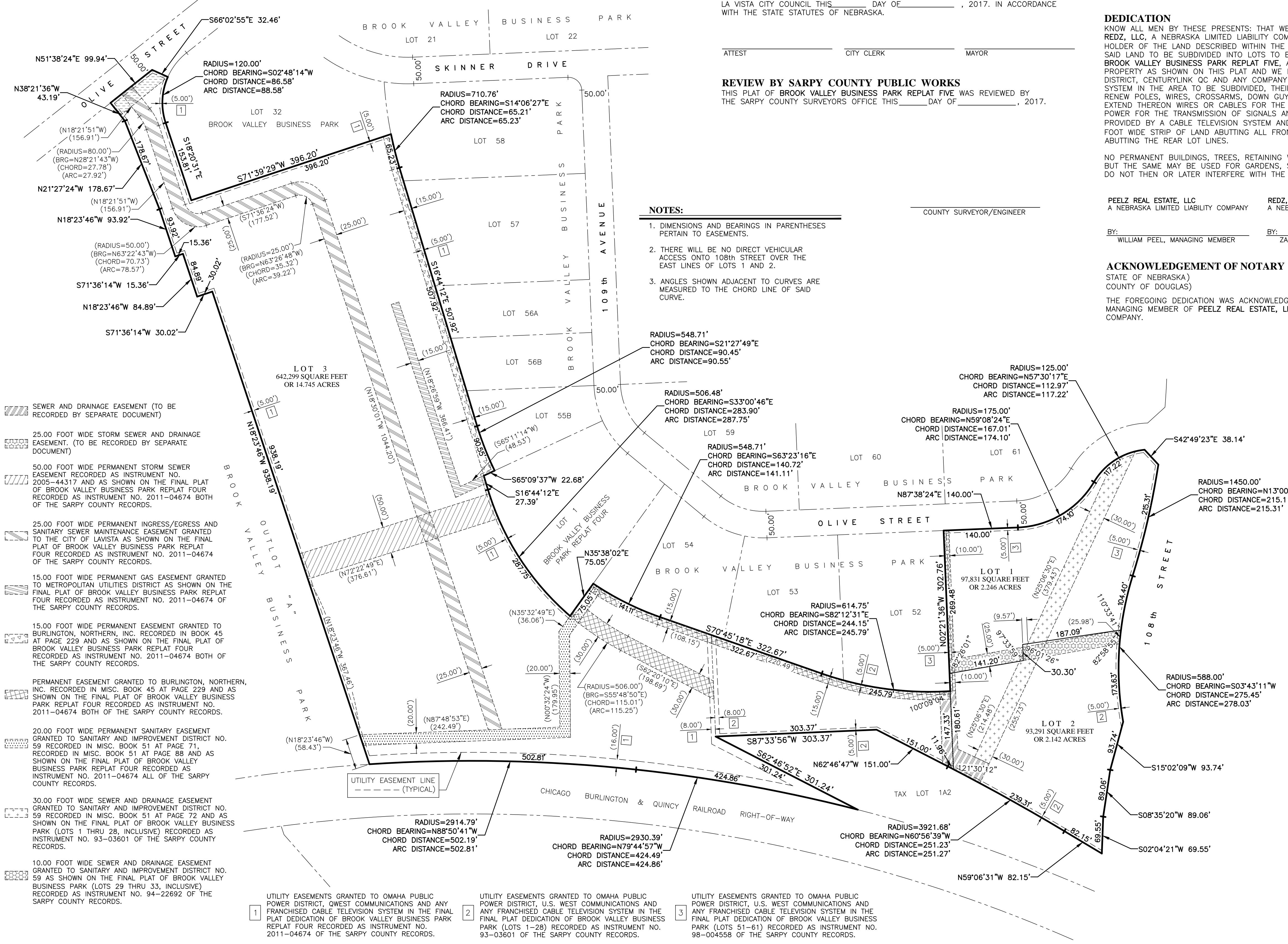


EXHIBIT C
EASEMENT AGREEMENT

EXHIBIT D
SHARED IMPROVEMENTS

EXHIBIT E
DRAFT SEWER CONNECTION AGREEMENT

EXHIBIT F
COST ESTIMATE OF SHARED IMPROVEMENTS

EXHIBIT G
REPAIR WORK