

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 6, 2018 AGENDA**

Subject:	Type:	Submitted By:
3D SELF STORAGE – FINAL PLAT, TAX LOT 8A1A, TAX LOT 8A1B 16-14-12, LOT 26 OAKDALE PARK, AND SUBDIVISION AGREEMENT (104 TH & HARRISON STREET)	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared for Council to consider an application for a Final Plat and Subdivision Agreement to locate and operate a self-service storage facility on proposed Lot 1, Oakdale Park Storage, generally located at 104th and Harrison Street.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to consider an application submitted by 3D Self Storage – La Vista, LLC, for a Final Plat and Subdivision Agreement to locate and operate a self-service storage facility on proposed Lot 1, Oakdale Park Storage. The property is zoned I-2 Heavy Industrial; a self-service storage facility is listed in the I-2 District as a conditional use. On October 17, 2017, the City Council approved a Conditional Use Permit and a preliminary plat to allow the applicant to construct a 51,373 sq. ft. storage building to be located on the southwest corner of 104th and Harrison Street.

A detailed staff report is attached.

The Planning Commission held a public hearing on December 14, 2017, and voted 6-1 to recommend approval of the Final Plat, contingent on the resolution of the issues listed within the Review Comments prior to City Council review, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR TAX LOT 8A1A EXC PT FOR ROW, TAX LOT 8A1B, AND LOT 26, OAKDALE PARK, SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 AND 2, OAKDALE PARK STORAGE, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, 3D Self Storage – La Vista, LLC, has made application for approval of a final plat for Tax Lot 8A1A EXC PT FOR ROW, Tax Lot 8A1B, and Lot 26, Oakdale Park, Section 16, T14N, R12E; and

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

WHEREAS, on April 20, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval contingent on the resolution of the issues listed within the Review Comments of the staff report prior to City Council review, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

. NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Tax Lot 8A1A EXC PT FOR ROW, Tax Lot 8A1B, and Lot 26, Oakdale Park, Section 16, T14N, R12E, to be replatted as Lots 1 and 2, Oakdale Park Storage, a subdivision located in the northwest quarter of the northwest quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 104th Street and Harrison, be, and hereby is, approved.

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.

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 AND 2, OAKDALE PARK STORAGE SUBDIVISION.

WHEREAS, the City Council did on February 6, 2018, approve the final plat for Lots 1 and 2, Oakdale Park Storage Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, The Colonial Press, Inc., and 3D Self Storage – La Vista, LLC, have 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 February 6, 2018, City Council meeting for the Oakdale Park Storage 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 final plat approval and with such revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSFP-17-0004

FOR HEARING OF: February 6, 2018
REPORT PREPARED ON: January 30, 2018

I. GENERAL INFORMATION

- A. **APPLICANT:** 3D Self Storage – La Vista, LLC
- B. **PROPERTY OWNER:** The Colonial Press Inc.
- C. **LOCATION:** SW Corner of S. 104th and Harrison
- D. **LEGAL DESCRIPTION:** Tax Lot 8A1A EXC PT for ROW and Tax Lot 8A1B 16-14-12, Lot 26 Oakdale Park
- E. **REQUESTED ACTION(S):** Final Plat to consolidate three lots to two.
- F. **EXISTING ZONING AND LAND USE:**
I-2 Heavy Industrial; Tax Lot 8A1A is currently vacant. A print shop occupies Tax Lot 8A1B and Lot 26 Oakdale Park.
- G. **PROPOSED USES:** A print shop is currently in operation on a portion of the property. A Conditional Use Permit (CUP) was approved on October 17, 2017 to allow the applicant to construct and operate a *self-service storage facility* on the undeveloped portion of the property.
- H. **SIZE OF SITE:** 4.59 acres

II. BACKGROUND INFORMATION

- A. **EXISTING CONDITION OF SITE:** The topography of the property is relatively flat with a gradual slope to the south. A building and related parking occupies two of the lots, with the remainder of the property vacant.
- B. **GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. **North:** Applewood Heights; R-4 Single-Family Residential District
 - 2. **East:** Cimarron Woods; R-1 Single-Family Residential District
 - 3. **South:** Lot 28B Oakdale Park, Tax Lot 8A2; I-2 Heavy Industrial District
 - 4. **West:** Lot 1 Rotella's First Addition; I-2 Heavy Industrial District

C. RELEVANT CASE HISTORY:

N/A

D. APPLICABLE REGULATIONS:

1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial District
2. Section 3.05 of the Subdivision Regulations – Final Plat Specifications

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. Ingress will be from a right-in/right-out on 104th Street. Egress design will require users of the facility to travel through a series of gates that would push traffic west, through the proposed Lot 2 (Colonial Press) to 107th Street. Office visitors will be able to exit back onto 104th Street.
2. The traffic for the property was reviewed through the Conditional Use Permit review process for the approved self-service storage use designated for Lot 1.

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

IV. REVIEW COMMENTS:

1. A copy of an agreement (letter of understanding) with Rotella's concerning shared use of storm sewer as well as a draft of an easement agreement with Rotella's has been provided. The easement agreement would need to be ready to record prior to releasing the final plat for recording.
2. A drainage study that is compliant with the commitment made in the August 7, 2017 letter from Olsson Associates that storm water runoff will not exceed predevelopment discharges for the 2, 10, and 100-year events and that shows adequate capacity in the Rotella's storm sewer system has been provided. The detailed design of the storm sewer system will be required as part of the building permit review for construction of the storage facility on proposed Lot 1.
3. The ingress-egress easement and maintenance agreement across proposed Lot 2 in favor of Lot 1 has been submitted in draft form for review. The agreement will need to be ready to record prior to releasing the final plat for recording.

V. STAFF RECOMMENDATION – FINAL PLAT:

Staff recommends approval of the Final Plat and related Subdivision Agreement as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VI. PLANNING COMMISSION RECOMMENDATION – FINAL PLAT:

The Planning Commission held a public hearing on December 14, 2017 and voted 6-1 to recommend approval of the Final Plat, contingent on the resolution of the issues listed within the Review Comments prior to City Council review, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VII. ATTACHMENTS TO REPORT:

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

VIII. COPIES OF REPORT TO:

1. Jeff Lake – 3D Self Storage – La Vista, LLC; Applicant
2. Jan Visty – The Colonial Press; Property Owner
3. Aaron Wiese – Olsson Associates; Engineering Consultant
4. Public Upon Request


Prepared by _____

 2-1-18
Community Development Director _____ Date _____

SUBDIVISION AGREEMENT
(Oakdale Park Storage)
(Lots 1 and 2, Oakdale Park Storage)

THIS AGREEMENT, made this _____ day of _____, 2018, among The Colonial Press, Inc., a Nebraska corporation, (hereinafter referred to as "Subdivider"), 3D Self Storage-LaVista, LLC, a Nebraska limited liability company (hereinafter referred to as the "Developer"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

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

WHEREAS, Subdivider will continue to own Lot 2 of the Final Plat which is presently improved.

WHEREAS, Developer will acquire, develop and construct a building and other private improvements on Lot 1 of the Final Plat in accordance with the Site Plan attached as Exhibit "C" and related exhibits ("Private Improvements"); and

WHEREAS, the Developer wishes to connect the system of sanitary sewers to be constructed within the Replatted Area for the benefit of Lot 1 to the sewer system of the City; and

WHEREAS, this Agreement is entered to provide for infrastructure, improvements and easements within the Replatted Area for the development of Lot 1,

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

1. Replattings. Subject to the terms of this Agreement, Lot 26 of Oakdale Park and Tax Lots 8A1A and 8A1B shall be replatted as Lots 1 and 2, Oakdale Park Storage, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted 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. Developer shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat to the Subdivider demonstrating easements required to convey major storm sewer events (hundred year flood) over the surface of the property, in a form satisfactory to the City's Engineer.

The City's release of the final plat shall be conditioned on Subdivider or Developer executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider or Developer will record with the final plat.

3. Perimeter Sidewalks. Developer, as a condition of the City issuing a certificate of occupancy for Lot 1 and in all events no later than three (3) years from the date of the filing of the final plat with the Sarpy County Register of Deeds, shall install sidewalks as shown on Exhibit C in accordance with City sidewalk policies as they may from time to time exist, at the Developer's sole cost.
4. Storm Water Management Plan: Developer, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on Lot 1, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared by Developer's engineer at Developer's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements.
5. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Developer and City prior to starting construction of such improvements described in Section 4, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Developer that the final version of the Maintenance Agreement shall:
 - (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Developer at its expense,
 - (B) include provisions to control when post-construction storm water features are to be constructed,
 - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and

- (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

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

6. Watershed Management Fees: The Developer shall make payment to City for Watershed Fees for Lot 1. This fee for Lot 1 shown on "Exhibit B" 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. Lot 2 will be subject to applicable watershed and other fees if redeveloped.
7. 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.
8. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. The curb return to 104th Street as identified in Exhibit "C" shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to 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.
9. Staking Bond. Developer shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area, or a certification in accordance with applicable City subdivision regulations that all lot corners and other applicable points have been monumented to the satisfaction of the City Engineer.
10. Tract Sewer Connection Fees. Developer agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "F" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to

the City in the following amounts prior to the issuance of a building permit for a particular lot:

Total \$20,157.28 (2.86 acres @ \$7,048 per acre)

The aforesated fee of \$7,048 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.

11. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replatted Area pursuant to this Agreement, including but not limited to parking and internal street improvements, ingress and egress, sanitary sewer, storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed and maintained at private expense and the sole cost and expense of Developer and any successor or assign of Developer to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
12. Easements. All proposed easements by the Developer, and easements required by the City, as described in this Agreement or set forth in Exhibit "G," for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure), at the sole cost of Developer shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Developer immediately after said approval is provided.
13. Ownership Representation. Subdivider, by signing below and the Final Plat of Oakdale Park Storage, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording this Agreement, the final plat, and any Easements benefiting Lot 1 and burdening Lot 2 (or benefiting Lot 2 and burdening Lot 1).
14. Covenants Running With the Land. The final plat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider, and Developer, and all of their respective

successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted 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 by Subdivider or Developer. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat and this Agreement for recording, Subdivider or Developer 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. It is expressly agreed, however, that City shall not release the final plat or this Agreement for recording until City is satisfied that Subdivider and Developer have concluded (closed), or made arrangements satisfactory to the City to conclude (close), their respective transactions requiring the actual construction of Private Improvements on Lot 1. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, neither Subdivider nor Developer shall be entitled without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 14.

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

Exhibit "A":	Legal Description
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Lot 1 Site Plan
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E":	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "F":	Sewer Connection Agreement
Exhibit "G":	Easements

16. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by 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.
17. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.

18. 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.
19. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
20. 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.
21. 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.
22. Savings Clause. Notwithstanding anything to the contrary in this Agreement, it is understood that this Subdivision Agreement is being made and entered into for the purpose of the Replatting, sale, development and improvement of Lot 1, that Subdivider is entering into this Agreement as the current owner of the Replatted Property and to facilitate the Replatting, sale, development and improvement of Lot 1; and that, after recording the Replat and Easements and closing on the conveyance of Lot 1 to Developer, the obligations imposed under this Agreement with respect to improvement and development of Lot 1 are not intended to impose any obligations on Subdivider with respect to Lot 2 as presently developed and improved, except as expressly provided in the Final Plat or any Easements.
23. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

**[Space Below Intentionally Left Blank –
Signature Page to Follow]**

ATTEST:

CITY OF LA VISTA

City Clerk

By _____
Mayor

EXHIBIT "A"
Legal Description

Lots 1 and 2, Oakdale Park Storage, an addition to the City of LaVista, Sarpy County, Nebraska.

Being a replatting of the following described parcel:

A TRACT OF LAND CONTAINING ALL OF LOT 26, OAKDALE PARK, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL OF TAX LOTS 8A1A AND 8A1B IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

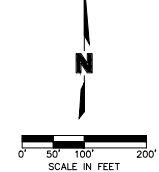
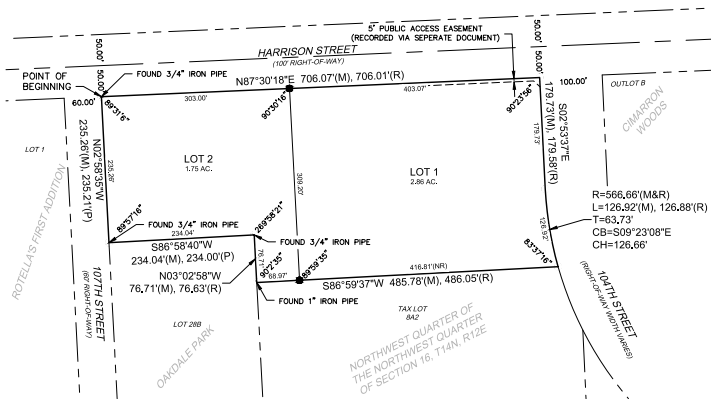
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 26, OAKDALE PARK, SAID CORNER ALSO INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EAST RIGHT-OF-WAY LINE OF 107TH STREET; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET ON AN ASSUMED BEARING OF N87°30'18"E, 706.07 FEET, TO A POINT THAT INTERSECTS SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE WEST RIGHT-OF-WAY LINE OF 104TH STREET; THENCE S02°53'37"E ON SAID WEST RIGHT-OF-WAY LINE OF 104TH STREET, 179.73 FEET TO A POINT OF CURVATURE; THENCE ON A 566.66 FOOT RADIUS CURVE TO THE LEFT ON SAID WEST RIGHT-OF-WAY LINE OF 104TH STREET, 126.92 FEET (LONG CHORD BEARS S09°23'08"E, 126.66 FEET) TO THE SOUTHWEST CORNER OF TAX LOT 8A1A IN SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16; THENCE S86°59'37"W ON THE SOUTH LINE OF SAID TAX LOT 8A1A AND 8A1B, 485.78 FEET TO THE SOUTHWEST CORNER OF TAX LOT 8A1B IN SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE N03°02'58"W ON THE WEST LINE OF SAID TAX LOT 8A1B, 76.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26, OAKDALE PARK; THENCE S86°58'40"W ON THE SOUTH LINE OF SAID LOT 26, 234.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26, SAID CORNER ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 107TH STREET; THENCE N02°58'35"W ON SAID EAST RIGHT-OF-WAY LINE OF 107TH STREET, 235.26 FEET TO THE POINT OF BEGINNING.

Exhibit 'B'

OAKDALE PARK STORAGE LOTS 1 AND 2

A TRACT OF LAND CONTAINING ALL OF LOT 26, OAKDALE PARK, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL OF TAX LOTS 8A1A AND 8A1B IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

ALSO LOCATED IN:
NW ¼ 16-14-12
NW ¼ NW ¼ 16-14-12



LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING ALL OF LOT 26, OAKDALE PARK, A PLATTED AND RECORDED SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL OF TAX LOTS 8A1A AND 8A1B IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 26, OAKDALE PARK; SAID CORNER ALSO INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE EAST RIGHT-OF-WAY LINE OF 107TH STREET; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET ON AN ASSUMED BEARING OF N87°30'18"E, 706.07 FEET, TO A POINT THAT INTERSECTS SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE WEST RIGHT-OF-WAY LINE OF 104TH STREET; THENCE S02°53'37"E ON SAID WEST RIGHT-OF-WAY LINE OF 104TH STREET, 179.73 FEET TO A POINT OF CURVATURE; THENCE ON A 566.66 FOOT RADIUS CURVE TO THE LEFT ON SAID WEST RIGHT-OF-WAY LINE OF 104TH STREET, 126.92 FEET (LONG CHORD BEARS S09°23'08"E, 126.66 FEET) TO THE SOUTHWEST CORNER OF TAX LOT 8A1A IN SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16; THENCE S86°59'37"W ON THE SOUTH LINE OF SAID TAX LOT 8A1A AND 8A1B, 485.78 FEET TO THE SOUTHWEST CORNER OF TAX LOT 8A1B IN SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE N03°02'58"W ON THE WEST LINE OF SAID TAX LOT 8A1B, 76.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26, OAKDALE PARK; THENCE S88°58'40"W ON THE SOUTH LINE OF SAID LOT 26, 234.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26, SAID CORNER ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 107TH STREET; THENCE N02°58'35"W ON SAID EAST RIGHT-OF-WAY LINE OF 107TH STREET, 235.26 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 200,577.18 SQ. FT. OR 4.605 ACRES MORE OR LESS.

APPROVAL BY LA VISTA CITY ENGINEER

THE PLAT OF OAKDALE PARK STORAGE, LOTS 1 AND 2, WAS APPROVED BY THE LA VISTA CITY ENGINEER,

ON THIS _____ DAY OF _____, 2017.

JOHN KOTTMANN, CITY ENGINEER

APPROVAL BY LA VISTA CITY PLANNING COMMISSION

THE PLAT OF OAKDALE PARK STORAGE, LOTS 1 AND 2, WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION,

ON THIS _____ DAY OF _____, 2017.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THE PLAT OF OAKDALE PARK STORAGE, LOTS 1 AND 2, WAS APPROVED AND ACCEPTED BY THE LA VISTA CITY COUNCIL.

ON THIS _____ DAY OF _____, 2017.

PAM BUETHE, CITY CLERK DOUGLAS KINDIG, MAYOR

LEGEND

- FOUND 4/8" REBAR (UNLESS OTHERWISE NOTED)
- SET 5/8" REBAR W/CAP 607
- _____ MEASURED DISTANCE
- _____ RECORDED DISTANCE
- _____ PLATTED DISTANCE
- _____ SECTION LINE
- _____ BOUNDARY LINE
- _____ PROPERTY LINE
- _____ PROPOSED EASEMENT LINE
- _____ EXISTING PROPERTY LINE

SARPY COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE RECORDS OF MY OFFICE SHOW NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AS APPEARS ON THIS PLAT.

ON THIS _____ DAY OF _____, 2017.

SARPY COUNTY TREASURER

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF OAKDALE PARK STORAGE, LOTS 1 AND 2, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 2017.

COUNTY SURVEYOR/ENGINEER

NOTES

1. ALL INTERNAL LINES ARE RADIAL/PERPENDICULAR UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
2. ALL INTERNAL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. ANGLES MEASURED ADJACENT TO CURVES ARE MEASURED TO THE CHORD OF SAID CURVE.
4. NO DIRECT ACCESS SHALL BE PERMITTED ONTO HARRISON STREET FROM LOTS 1 AND 2.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE COLONIAL PRESS, INC., OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATION AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS OAKDALE PARK STORAGE, LOTS 1 AND 2, AND WE DO HEREBY RATIFY AND APPROVE THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT. PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A (5) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN (8) EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. SAID 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN (8) EIGHT FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A (5) FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTS OF ALL CORNER LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO SET OUR HANDS

THE COLONIAL PRESS, INC.

TOMMY VISTY

PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOMMY VISTY, WHO IS PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE ABOVE INSTRUMENT AS AN INDIVIDUAL, AND HE/SHE ACKNOWLEDGED THE SIGNING OF THE SAME TO BE HIS/HER VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DATE LAST AFORESAID.

NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS OAKDALE PARK STORAGE, LOTS 1 AND 2, BEING A REPLATTING OF ALL OF LOT 26, OAKDALE PARK, TOGETHER WITH ALL OF TAX LOTS 8A1A AND 8A1B IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, CONTAINING 4.605 ACRES, MORE OR LESS.

TERRY L. ROTHANZL
NEBRASKA L.S. 607

DATE



REV. NO.	DATE	REVISION DESCRIPTION

REV. NO.	DATE	REVISIONS

FINAL PLAT

OAKDALE PARK STORAGE
LOTS 1 AND 2

LA VISTA, NEBRASKA

SHEET
1 of 1



DWG: F:\2017\1501-2000\017-1520\40-Design\Survey\SRVY_Sheets\Final Plg\171520_SRVY_FFT_OAKDALE PARK_STORAGE.dwg
 DATE: Dec 06, 2017 11:22am
 USER: dshastings
 XREFS: 171520_SRVY_JH_T0P0

EXHIBIT 'D'

Conceptual Post Construction Stormwater Management Plan

Project Name: 3D SELF STORAGE – LAVISTA

PCSMP Number: TBD

Subdivision OAKDALE PARK STORAGE

Total Acreage: 2.838

Acreage Draining to Basins: 2.838 Acres

Required Water Quality Treatment Volume: Disturbed Area * 1815 CF/AC
 $2.838 * 1815 = 5,151 \text{ CF}$

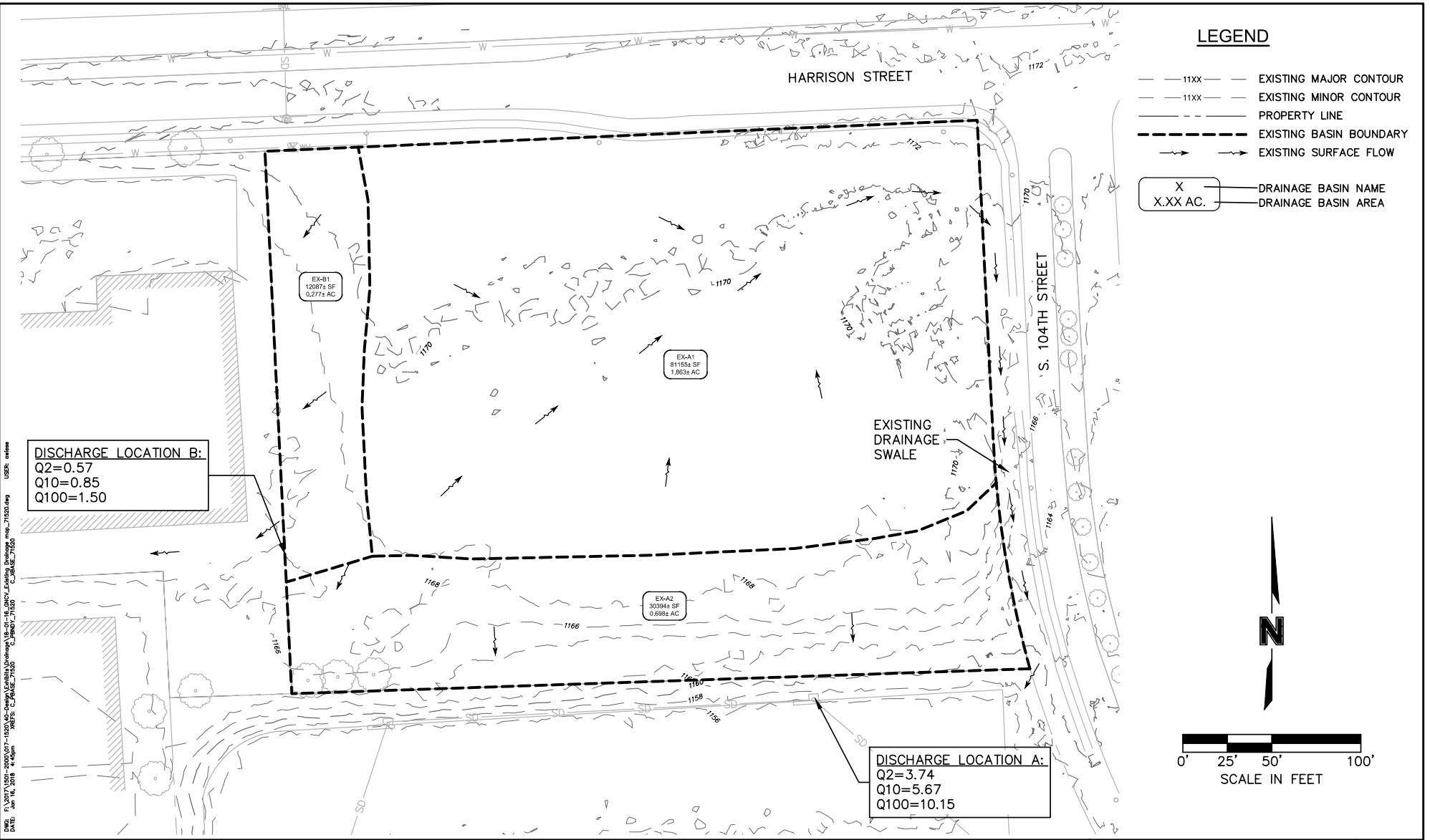
Provided Water Quality Treatment Volume: **5,200 CF (Minimum)**

Drainage Treatment Summary

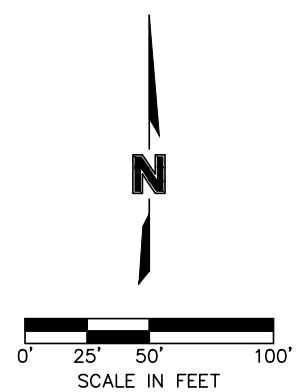
The project is located at the Southwest corner of 104th and Harrison streets. This drainage study is for proposed Lot 1, Oakdale Park Storage. The drainage study only accounts for Lot 1 due to the existing conditions of proposed Lot 2 remaining the same. Lot 2 is an existing building and parking lot. There are three existing drainage basins in Lot 1 all of which are classified as turfed sloped areas. Drainage Basin EX-A1 is the largest area which has slopes between 0 and 3%. Stormwater in this basin sheet flows towards the northeast corner of the site where it enters a drainage swale between the East property line and the existing sidewalk along 104th Street. The drainage swale conveys the runoff south, along 104th street, to discharge location A. Drainage Basin EX-A2 is the south area of the lot sloped between 3 and 10%. Runoff sheet flows off-site to the south along the entire property line into the adjacent lot where existing private Rotella storm sewer inlets capture the runoff. Drainage Basin EX-B1 consist of the remaining west portion of the lot with grades between 0 and 3%. Runoff in this basin sheet flows west offsite along the entire property line to discharge location B. The proposed site drainage philosophy will generally match that of the existing flow patterns. However, the area draining to each basin will be slightly modified. In the post-developed condition, most of the site will be conveyed via storm inlets and storm sewer to two planned aboveground detention ponds, 'Pond 1' and 'Pond 2', where it will be treated and detained. If necessary, an underground storage system will be provided to meet allowable discharge rates and treat water quality.

Proposed drainage basin A1 will drain to Pond 1 and proposed drainage basin A3 will drain to Pond 2. Basins A2 and B1 are landscaped previous areas that will be allowed to directly flow offsite without detainment. The detention ponds will be constructed at the discharge points in the existing condition. The requirement for this project site is to treat the first ½" runoff volume and provide "no net increase" for the 2-year, 10-year and 100-year storm events. The design will include calculations showing that the above ground detention pond (and if required an underground detention structure) will provide the appropriate water quality treatment volume, and storage for the 2-year, 10-year, and 100-year storm events to meet the City of La Vista's requirements. The storm sewer will then connect directly into the existing private storm sewer owned by Rotella's. Calculations are attached showing the existing Rotella's system has the capacity to convey the 3D storage site stormwater runoff.

Please refer to the attached PCSMP exhibits for further information.



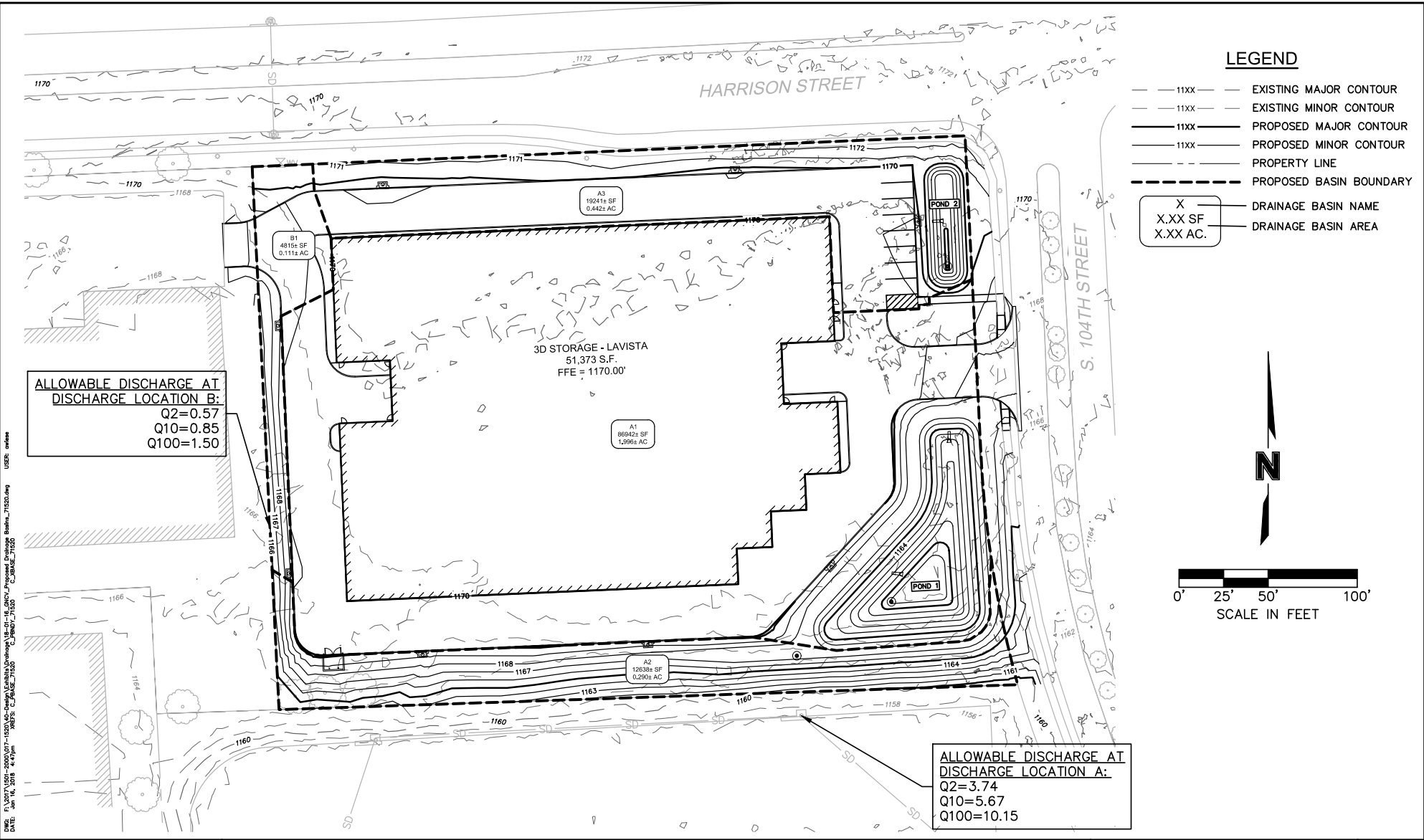
DWG: F:\017\1563\017-1563\017-1563.dwg, K:\Users\alw\OneDrive\Documents\1563.dwg, C:\Users\alw\OneDrive\Documents\1563.dwg
 DATE: Jan 16, 2018 at 4:59pm
 USER: alw



PROJECT NO:	017-1563
DRAWN BY:	ALW
DATE:	01/16/2018

EXISTING DRAINAGE BASIN MAP

	2111 South 67th Street, Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895	EXHIBIT 1
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DWG: F:\017\1501-2000\017-1501\017-1501.dwg, User: ALW, Date: 11/27/17
 DATE: Jan 16, 2018 4:41pm
 USER: mwhse
 C:\Users\ALW\Desktop\017-1501.dwg

PROJECT NO:	017-1520
DRAWN BY:	ALW
DATE:	11/27/17

PROPOSED DRAINAGE BASIN MAP

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

EXHIBIT
2

Table 2: Drainage Summary Table (Rational Method)									
Basin	Area, A (Ac.)	Impervious Area (Ac.)	Pervious Area (Ac.)	% Impervious	Runoff Coefficient, C	T _c (min.)	Q ₂ (cfs)	Q ₁₀ (cfs)	Q ₁₀₀ (cfs)
Existing Basins									
EX-A1	1.863	0.000	1.863	0%	0.25	10	2.10	3.21	5.82
EX-A2	0.698	0.000	0.698	0%	0.40	5	1.85	2.46	4.33
EX-B1	0.277	0.000	0.277	0%	0.35	5	0.57	0.85	1.50
Total	2.84	0.00	2.84	0%			4.32	6.52	11.65
C _{impervious}	0.95								
C _{pervious}	0.25	(Hydrologic Soil Group B, Flat Terrain)							
C _{pervious}	0.35	(Hydrologic Soil Group B, Average Terrain)							
C _{pervious}	0.40	(Hydrologic Soil Group B, Hilly Terrain)							
i ₂ (5 min)	5.90	i ₂ (10 min)	4.50						
i ₁₀ (5 min)	8.80	i ₁₀ (10 min)	6.90						
i ₁₀₀ (5 min)	12.40	i ₁₀₀ (10 min)	10.00						
C _i (100)	1.25								
Project Name:	Malibu and Rotellas								
Project No.:	017-1520								
Date:	11/27/2017								
By:	ALW								

DWG: F:\2017\1501-2000\017-1520\AD-Design\Exhibits\Reliefs Drainage\17-11-27_0NCV_Molibu and Reliefs Editing Drainage Map_71520.dwg
 DATE: Nov 27, 2017 2:01pm USER: awiese
 XREFS: C:\BIBIDY_71520 C:\GAS_71520



LEGEND

- - - 11x - - - EXISTING MAJOR CONTOUR
- - - 11x - - - EXISTING MINOR CONTOUR
- - - - - PROPERTY LINE
- - - - - EXISTING BASIN BOUNDARY
- - - - - EXISTING SURFACE FLOW

X
X.XX AC. DRAINAGE BASIN NAME
 X.XX AC. DRAINAGE BASIN AREA

0' 30' 60' 120'
 SCALE IN FEET

OLSSON ASSOCIATES
 2111 South 87th Street, Suite 200
 Omaha, NE 68118
 TEL: 402.341.1145
 FAX: 402.341.1885
 www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

EXISTING DRAINAGE BASIN MAP

OAKDALE PARK STORAGE
 PRELIMINARY PLAT AND CONDITIONAL USE PERMIT

LA VISTA, NE 2017

drawn by:	JLE
checked by:	AWI
approved by:	LEI
GNDC by:	
project no.:	917-1520
drawing no.:	
date:	08/07/2017

COMPUTATION FORM															MALIBU 3D STORAGE STORM SEWER DESIGN 10 YEAR STORM										Preliminary Final				Design Area Project No. 017-1533 Design Storm ID n = 0.012																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
STORM DRAINAGE SYSTEM DESIGN BY THE RATIONAL METHOD															Calculated by Date 11/27/2017 Checked by				ALW 11/27/2017				Design				Remarks																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
Location	Convergence From	To	W.S. SB No	D.F. FL	M/C Theft	S %	V F.S.	T min	I in/hr	A AC	C %	Q cfs	Sys. D cfs	Cov.ry Size Dwgz./ft	Slope %	V/Sec F.P.S.	Cap. C.F.S.	Laprg ft	T.O.C min	Comp T.O.C min	Total Runoff				Remarks																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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EXHIBIT 'E'

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT

WHEREAS, 3D Self Storage – La Vista, LLC, recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Oakdale Park Storage located in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one or more) is the owner of Oakdale Park Storage depicted on Exhibit “A” (hereinafter referred to as “the Property”), and,

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

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

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

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City within 24-hours of request.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be

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

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

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

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City of La Vista shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event such a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of La Vista and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgement or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent or intentional act of the City.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of La Vista to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner has executed this agreement this ____ day of _____, 20____.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

3D Self Storage – La Vista, LLC

Name of Individual, Partnership and/or Corporation

Willie Douglas

Name

Owner/Manager

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENTS

_____)
State

_____)
County

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

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

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

Notary Public

Notary Seal

Exhibit "A"

Legal Description of the Property

PROJECT INFORMATION

Legal Description: LOT 1 OAKDALE PARK STORAGE
Property Address: SW Corner of 104th and Harrison Street
Subdivision Name: OAKDALE PARK STORAGE
Sect.-Town.-Rng.: 16-14-12

APPLICANT INFORMATION

Business Name: 3D Self Storage – La Vista, LLC
Business Address: PO BOX 418
Contact Representative's Name: Willie Douglas
Contact Representative's Phone Number:
Signing Representative's Name: Willie Douglas

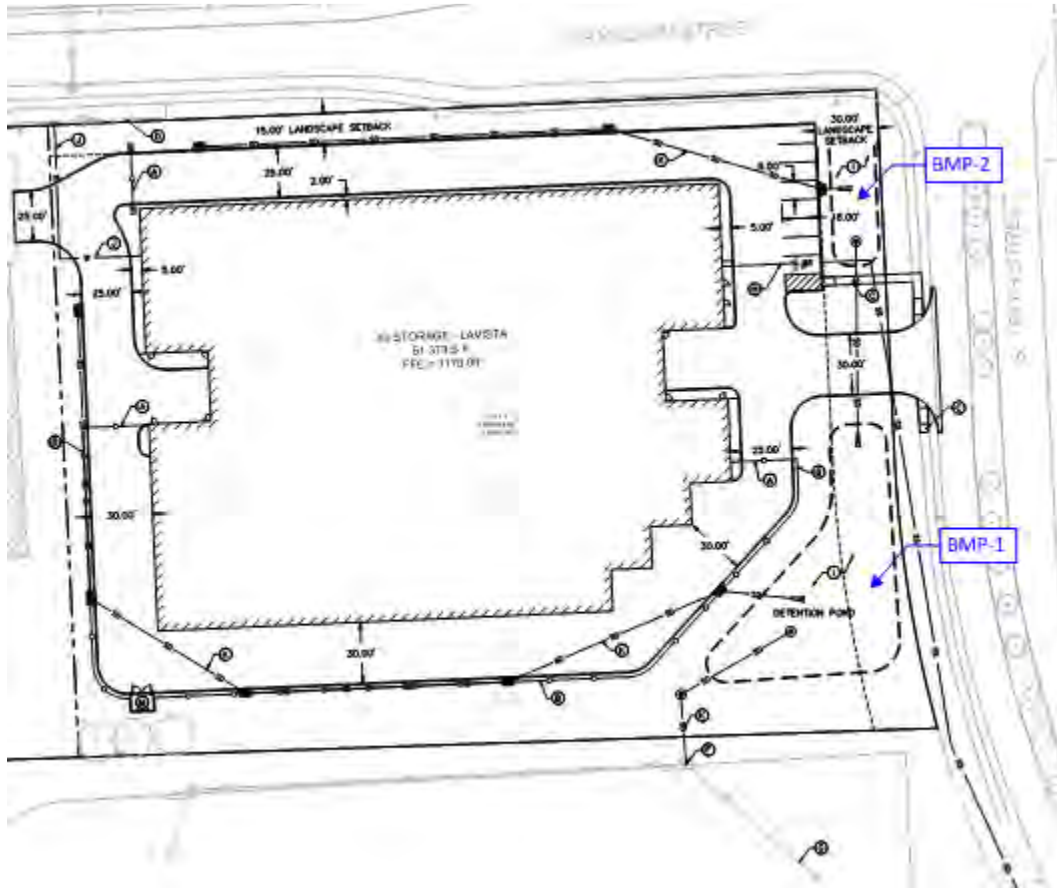


Exhibit “B” BMP Maintenance Requirements

Name & Location

Project Name: 3D STORAGE LA VISTA
 Address: SW Corner of 104th and Harrison Street
 PCWP Project Number:
 PWD Building Permit #:
 PCSMP Project Number:

Site Data

Total Site Area: 2.86 Acres
 Total Disturbed Area: 2.86 Acres
 Total Undisturbed Area: 0.00 Acres
 Impervious Area Before Construction: 0%
 Impervious Area After Construction:

BMP Information

BMP No.	Type of BMP	Northing/Easting
BMP-1	Dry Detention Basin	N: E:
BMP-2	Dry Detention Basin	N: E:

BMP Type (Dry Detention Basin/ Pond)	
Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Forebay inspection and cleanout	Monthly – remove sediment every 7 years or when 50% of storage volume has been lost
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace riprap choked with sediment	As needed
Security	As needed

Maintenance Inspection Reports

Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.

EXHIBIT F

3D STORAGE
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT (“Agreement”), made and entered into in La Vista, Nebraska, on this ___ day of _____, 2018, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as “City”), and 3D Self Storage-LaVista, 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”);

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Lot 1, Oakdale Park Storage, 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 104th Street subject to the terms of this Agreement and subject to the approval of Sanitary and Improvement District No. 237 of Sarpy County, Nebraska.

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.

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, Oakdale Park Storage

Exhibit "B": Preliminary Sanitary Sewer 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 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.

[Balance of Page Intentionally Left Blank – Signature Page to Follow]

EXHIBIT G

DECLARATION OF EGRESS EASEMENT

This Declaration of Egress Easement (this “Declaration”) is made and entered into as of the ____ day of _____, 2018, by **THE COLONIAL PRESS, INC.**, a Nebraska corporation (“Declarant”).

Preliminary Statement

WHEREAS, Declarant is the owner of unimproved real property in Sarpy County, Nebraska, as legally described on Exhibit “A” attached hereto (the “Unimproved Property”);

WHEREAS, Declarant is the owner of improved real property in Sarpy County, Nebraska, as legally described on Exhibit “B” attached hereto (the “Improved Property”);

WHEREAS, the Unimproved Property and the Improved Property, each of which is shown on the Site Plan attached hereto as Exhibit “C” (the “Site Plan”), share a common boundary along the easterly boundary of the Improved Property and the westerly boundary of the Unimproved Property. Each of such properties northern boundaries abut Harrison Street;

WHEREAS, there is presently constructed on the Improved Property an office/industrial building serving as the corporate headquarters of Colonial Press;

WHEREAS, Declarant has entered into a purchase agreement for the sale of the Unimproved Property which is intended to be developed with a climate controlled storage facility by the purchaser thereunder (the “Proposed Facility”);

WHEREAS, in conjunction with the construction of the Proposed Facility, there is proposed an egress from the Unimproved Property across the Improved Property drive area to 107th Street as shown on the Site Plan (the “Approved Egress”);

WHEREAS, in the event the Proposed Facility is constructed, the Owner of the Unimproved Property will reconstruct and pave with concrete the drive area on the north side of the Improved Property as depicted on the Site Plan; and

WHEREAS, Declarant is executing this Declaration for purposes of memorializing the terms, conditions and provisions relating to the granting and declaration of egress easement across the Improved Property to accommodate the Approved Egress.

NOW, THEREFORE, Declarant hereby declares that the Improved Property and the Unimproved Property shall be held, sold and conveyed subject to the following conditions, restrictions and easements which are for the purposes of protecting the value and desirability of, and which shall run with, each of the Improved Property and Unimproved Property.

ARTICLE I DEFINITIONS

1.1 Egress Easement Area. The term "Egress Easement Area" shall mean the drive areas as presently constructed and as reconstructed from time to time on the Improved Property and shown on the Site Plan attached hereto as Exhibit "C" and which shall be a minimum of 25 feet in width. It is expressly agreed and understood that the Improved Property shall have no right of ingress and egress across the Unimproved Property.

1.2 Owner. The term "Owner" shall mean the legal Owner of fee title to the Unimproved Property and Improved Property, as reflected by the records of the Sarpy County, Nebraska, Register of Deeds. If the Unimproved Property or Improved Property is owned by one or more Persons, the Person or Persons holding at least fifty-one percent (51%) of the Ownership interest in such property shall designate one of their number to represent all Owners of one of the property in question and such designated Person shall be deemed the Owner of such property.

1.3 Permittee. The term "Permittee" shall mean all Owners, the tenants or licensees of the Unimproved Property and Improved Property, and each of their respective officers, directors, employees, agents, contractors, residents, customers, vendors, suppliers, visitors, and invitees.

1.4 Person. The term "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

ARTICLE II EASEMENT, DRIVE RECONSTRUCTION AND MAINTENANCE

2.1 Egress Easement. Declarant hereby grants, conveys and reserves in favor of the Unimproved Property and the Permittees of the Unimproved Property, a nonexclusive perpetual easement for vehicular and pedestrian ingress and egress over and across the Egress Easement Area, as the same may be from time to time constructed and maintained for such use on the Improved Property.

2.2 Reconstruction of Egress Easement Area. In the event the Owner of the Unimproved Property undertakes construction of the Proposed Facility, the Owner shall concurrently with the construction of the Proposed Facility and prior to opening the Proposed Facility to the public, remove and pave with concrete the existing paved surfaces of the Egress Easement Area in substantially the same configuration as exist on the date of this Declaration. Any and all construction activities performed by the Owner of the Unimproved Property, its successors and assigns, as contemplated by this Section 2.2, shall be performed in a good and workman like manner and at the sole expense of the Owner of the Unimproved Property. The Owner of the Unimproved Property shall promptly pay all bills pertaining to such construction so that such construction is completed free of liens. The Owner of the Unimproved Property shall coordinate with the Owner of the Improved Property all construction activities and shall endeavor to complete such construction activities in a prompt manner so as to minimize interference with the business operations conducted on the Improved Property, it being understood that such construction activities will necessarily cause some disruption in the use of the Improved Property.

2.3 Temporary Construction Easement. Declarant hereby grants, conveys and reserves in favor of the Unimproved Property and the Permittees of the Unimproved Property, a temporary Construction Easement for the purpose of undertaking the construction obligations as contemplated by Section 2.2 of this Declaration.

2.4 Maintenance. The Owner of the Improved Property shall be responsible snow and ice removal and otherwise for maintaining in good condition and repair the paved surfaces of the Egress Easement Area. Except as hereinafter provided in this Section 2.4, all maintenance, repair and any replacement of the paved surfaces of the Egress Easement Area shall be at the sole expense of the Owner of the Improved Property. The reasonable expenses incurred by the Owner of the Improved Property for pavement repairs and replacements to the paved surfaces of the Egress Easement Area following the first anniversary of completion of the resurfacing of the Egress Easement Area (“Shared Repair and Replacement Expenses”) shall be reimbursed to the Owner of the Improved Property by the Owner of the Unimproved Property in the amount of twenty five percent (25%) of the Shared Repair and Replacement Expenses. Such reimbursement payment shall be made by the Owner of the Unimproved Property not later than thirty (30) days following the Owner of the Unimproved Property’s receipt of an invoice for such expenses, which invoice shall be accompanied by a reasonably detailed explanation of repairs and replacements and contractor invoices for such expenses.

ARTICLE III MISCELLANEOUS

3.1 Enforcement. In the event of a breach or threatened breach of this Declaration, only an Owner shall be entitled to institute proceedings for full and adequate relief from consequences of such breach or threatened breach. Time is of the essence for purposes hereof.

3.2 Perpetual Duration. This Declaration and the covenants, conditions, restrictions and easements shall create mutual benefits and servitudes running with the land and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, lessees, successors and assigns. This Declaration shall be perpetual, provided, however, that this

Declaration may be modified, amended or terminated by an instrument signed by the Owners of the Unimproved Property and Improved Property and recorded with the Sarpy County, Nebraska, Register of Deeds.

3.3 Survival. Invalidation of any covenant by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

3.4 Counterparts. This Declaration may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

3.5 No Merger. Notwithstanding the present or future common ownership of the Improved Property and Unimproved Property, the rights and obligations created under this Declaration shall not now or in the future be deemed to have merged by reason of common ownership of the Improved Property and Unimproved Property.

[Signature Page to Follow]

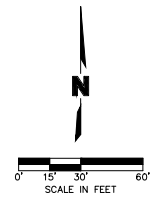
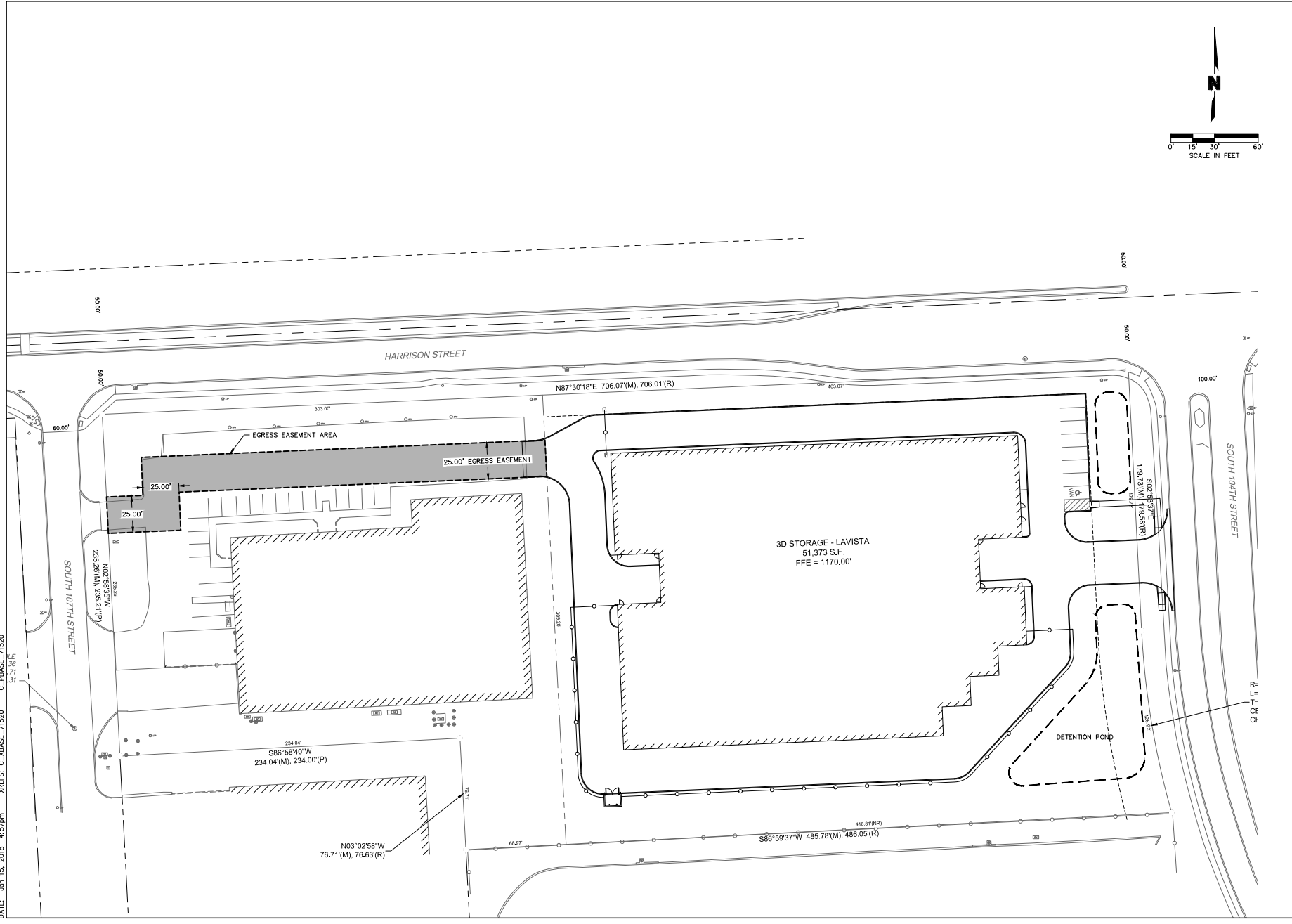
EXHIBIT "A"
UNIMPROVED PROPERTY

Lot 1, Oakdale Park Storage, an addition to the City of LaVista, Sarpy County, Nebraska

EXHIBIT "B"
IMPROVED PROPERTY

Lot 2, Oakdale Park Storage, an addition to the City of LaVista, Sarpy County, Nebraska

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 DATE: Jan 15, 2018 4:57pm XREFS: C:\BASE_71520 C:\BASE_71520 USER: owise



EGRESS EASEMENT		REVISIONS
OAKDALE PARK STORAGE 3D STORAGE LA VISTA	2018	REVISIONS
LA VISTA, NE		
EXHIBIT C		

drawn by: A/W
 checked by: A/E
 approved by: L/S
 CAD/C: by:
 project no.: 017-1520
 drawing no.:
 date: 01.15.18

OLSSON ASSOCIATES
 2111 South 67th Street, Suite 200
 Omaha, NE 68136
 TEL: 402.341.1145
 FAX: 402.341.1885
 www.olssonassociates.com

STORM SEWER EASEMENT AND MAINTENANCE AGREEMENT

This Storm Sewer Easement and Maintenance Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 2018, by and between Rotella's Italian Bakery, Inc., a Nebraska corporation ("Rotella's"), and 3D Self Storage-LaVista, LLC, a Nebraska limited liability company ("3D").

PRELIMINARY STATEMENT

Rotella's is the owner of certain improved real property known by street address as 10608 Gertrude Street, LaVista, Nebraska, and legally described as follows (the "Rotella's Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference

3D is the owner of certain unimproved real property known by street address as 7016 S. 104th Street, LaVista, Nebraska, and legally described as follows (the "3D Property"):

Lot 1, Oakdale Park Storage, an addition to the City of LaVista, Sarpy County, Nebraska

The Rotella's Property and 3D Property share a common boundary on the north side of the Rotella's Property and the south side of the 3D Property, as pictorially depicted on the Site Development Plan attached to this Agreement as Exhibit "B" (the "Site Plan"). 3D is intending to construct a two-story enclosed self-storage building on the 3D Property substantially as depicted on the Site Plan (the "3D Improvements"). As part of the 3D Improvements, 3D desires to extend a storm sewer line from the south property line of the 3D Property under the Rotella's Property and connect to an existing storm sewer line on the Rotella's Property (the "3D Offsite Sewer Improvements").

Rotella's has agreed to grant to 3D a permanent storm sewer easement, a temporary construction easement and permanent maintenance easement for 3D to construct, operate, maintain, repair and replace the 3D Offsite Sewer Improvements.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Rotella's and 3D agree as follows:

1. Permanent Storm Sewer Easement. Rotella's hereby grants and conveys to 3D, and its successors, transferees and assigns in title to the 3D Property, a perpetual non-exclusive easement for the right to construct, operate, maintain, repair and replace a storm sewer line and all appurtenances thereto, in, through and under the parcel of land as depicted and legally described on Exhibit "C" attached hereto (the "Storm Sewer Easement") which Storm Sewer Easement includes both the "New Sewer Line

Segment” and the “Existing Sewer Line Segment”, as depicted on Exhibit “B” attached hereto. 3D has provided Rotella’s with the drainage plans and flow calculations for the 3D Improvements identified as Olsson Associates Project No. 017-1520 dated January 16, 2018 (the “Drainage Plan and Calculations”). Rotella’s has relied on the Drainage Plan and Calculations to establish the maximum flows permitted under the Storm Sewer Easement granted in this Agreement and 3D agrees that it will not modify its drainage improvements as constructed on the 3D Property in a manner that will increase such maximum flows through the New Sewer Line Segment and Existing Sewer Line Segment without the prior written consent of the owner of the Rotella’s Property.

2. Temporary Construction Easement. Rotella’s hereby grants and conveys to 3D, and its contractors, agents and employees, a temporary construction easement on and across the Rotella’s Property, including reasonable access rights, as reasonably necessary for 3D to construct the 3D Offsite Sewer Improvements and connect to the Existing Sewer Line Segment (the “Temporary Construction Easement”). The Temporary Construction Easement shall commence on the date of full execution of this Agreement by Rotella’s and 3D and shall continue until the earlier of 3D’s completion of construction of the 3D Offsite Sewer Improvements or June 30, 2019.

3. Permanent Maintenance Easement. Rotella’s hereby grants and conveys to 3D, and its successors, transferees and assigns in title to the 3D Property, a perpetual easement for the right to maintain, repair and replace the 3D Offsite Sewer Improvements, including reasonable access rights on and across the Rotella’s Property, as reasonably necessary for 3D to maintain, repair and replace the 3D Offsite Sewer Improvements that are situated on the Rotella’s Property (the “Maintenance Easement”).

4. 3D Construction Requirements. All construction activities to be performed by the owner of the 3D Property, and its contractors, employees and agents, as contemplated by this Agreement shall be performed in a good and workman like manner and in a manner that will minimize any disruption of business activities being conducted on the Rotella’s Property. Prior to the initiation of construction activities, the owner of the 3D Property shall provide the owner of the Rotella’s Property with advance notice of planned construction, a description of all planned construction activities and a proposed construction schedule. If requested by the owner of the Rotella’s Property or its consultants, the owner of the 3D Property will provide reasonably detailed plans describing the proposed construction, and except in the case of emergency, the owner of the Rotella’s Property shall have a reasonable period of time, not to exceed ten (10) business days, to respond to the owner of the 3D Property with any concerns regarding the proposed construction activities. The owner of the 3D Property and owner of the Rotella’s Property shall work in good faith to resolve any issues raised by the owner of the Rotella’s Property in a timely manner so that 3D construction activities are not unreasonably delayed or hindered. The owner of the 3D Property shall be solely responsible for all costs and expenses associated with the construction, operation, maintenance, repair and replacement of the 3D Offsite Sewer Improvements and will repair, replace or reconstruct any damage to improvements on the Rotella’s Property caused by the owner of the 3D Property, its contractors, employees and agents in exercising its rights of constructing, maintaining, operating, repairing and replacing the 3D Offsite Sewer Improvements.

5. Maintenance, Repair and Replacement of Existing Sewer Line Segment. The owner of the Rotella’s Property shall be responsible for the maintenance, repair and replacement of the existing sewer improvements within the “Existing Sewer Line Segment”. In the event that maintenance, repair or replacement of the improvements within the “Existing Sewer Line Segment” is necessary, the owner of the Rotella’s Property will provide the owner of the 3D Property with prior written notice of such maintenance, repair or replacement and following completion of the repair, replacement or maintenance of the improvements within the “Existing Sewer Line Segment”, the owner of the Rotella’s Property shall provide the owner of the 3D Property with written notice of the total cost associated with such maintenance, repair or replacement including contractor and subcontractor invoices. The owner of the 3D Property shall then make payment to the owner of the Rotella’s Property the “3D Share”, as hereinafter

defined, of the invoiced amount, not later than thirty (30) days following receipt of notice of the invoiced amount. The term "3D Share" as used herein shall mean fifty percent (50%) of the invoiced amount.

6. Successor Owners. The Storm Sewer Easement, Temporary Construction Easement and Maintenance Easement (collectively, the "Easements") granted in this Agreement and the covenants, conditions and restrictions governing such Easements as provided in this Agreement shall create mutual benefits and servitudes running with the land described herein and shall bind and inure to the benefit of the parties hereto, and their respective heirs, representatives, successors, transferees and assigns.

7. Notices. Any notice, demand, request or other communication which may or shall be given or served by Rotella's to or on 3D, or by 3D to or on Rotella's, shall be deemed to have been given or served on the date the same is personally delivered, sent by email or facsimile transmission (receipt confirmed) or given to a nationally recognized overnight courier service for next business day delivery and addressed as follows:

IF TO
ROTELLA'S: Rotella's Italian Bakery, Inc.
 c/o Lou Rotella, III
 6949 South 108th Street
 LaVista, Nebraska 68128

IF TO 3D: 3D Self Storage-LaVista, LLC
 c/o William J. Douglas
 21008 Cumberland Drive
 Elkhorn, Nebraska 68022

The above addresses may be changed at any time by the parties or any successor owners of the Rotella's Property and the 3D Property by notice given in the manner provided above.

8. Estoppel Certificates. Each owner of the Rotella's Property and the 3D Property shall, upon ten (10) days prior written request of any other such owner, execute, acknowledge and deliver to the requesting owner or its designee, which may include any mortgagee or purchaser of the owner's property, a written statement stating, to the knowledge of the owner as of the date made: (i) the date this Agreement was executed; (ii) that the Agreement and the Easements created herein are in full force and effect, that none of the owners are in default under the Agreement, and that the Agreement has not been assigned, modified, supplemented or amended in any way (or specifying the date and terms of any agreement so affecting this Agreement); (iii) that all provisions and conditions under this Agreement to be performed by each owner have been satisfied and performed (or specifying those conditions and provisions that such owner has not satisfied); (iv) that all required payments by any owner to the other owner on account of obligations assumed by the owner herein have been made (or specifying those required payments which such owner has not made); (v) that as of the date of said statement there are no existing defenses or offsets that owner has against the enforcement of this Agreement by any other owner except as set out by such owner in the statement; and (vi) any other matter relating to the Agreement that the owner or owner's designee may reasonably request. Any such statement may be relied upon by a prospective purchaser or any mortgagee of an owner's interest in the owner's property.

9. Amendment. This Agreement shall be perpetual in its duration, provided, however, this Agreement may be modified, amended or terminated by an instrument signed by the owners of the Rotella's Property and the 3D Property, any such modification, amendment or termination to be effective only upon recording of the instruments with the Register of Deeds of Douglas County, Nebraska.

10. Miscellaneous. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nebraska. Any invalidation of any covenants by judgment or court order shall not

way effect any of the other provisions hereof, which shall remain in full force and effect. Time is of the essence for purposes of this Agreement.

11. No Partnership. None of the terms or provisions of this Agreement are intended to create a partnership between or among the owners and their respective businesses or otherwise, nor shall this Agreement cause them to be considered joint ventures or members of any joint enterprise. Each owner shall be considered a separate owner, and no party shall have the right to act as an agent for the other owner, unless expressly authorized to do so herein or by separate written instrument signed by the owner to be charged.

12. No Waiver. The failure of any owner to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which the owner may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants and conditions. No waiver of any owner of any default under this Agreement shall be effective or binding on such owner unless made in writing by such owner and no such waiver shall be implied from any omission by owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement between each of the owners, parties hereto, with respect to the subject matter contained herein. Each of the owners, parties hereto, do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska. Time is of the essence.

14. Counterparts. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

**[Space Below Intentionally Left Blank –
Signature Page to Follow]**

IN WITNESS HEREOF, the said party of the first part has executed this Agreement to be effective as of the date first above written.

ROTELLA'S ITALIAN BAKERY, INC., a
Nebraska corporation

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, _____ of Rotella's Italian Bakery, Inc., a Nebraska corporation, on behalf of the corporation.

Notary Public

3D SELF STORAGE- LAVISTA, a Nebraska
limited liability company

By: _____

Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2018, by _____, _____ of 3D Self Storage-
LaVista, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

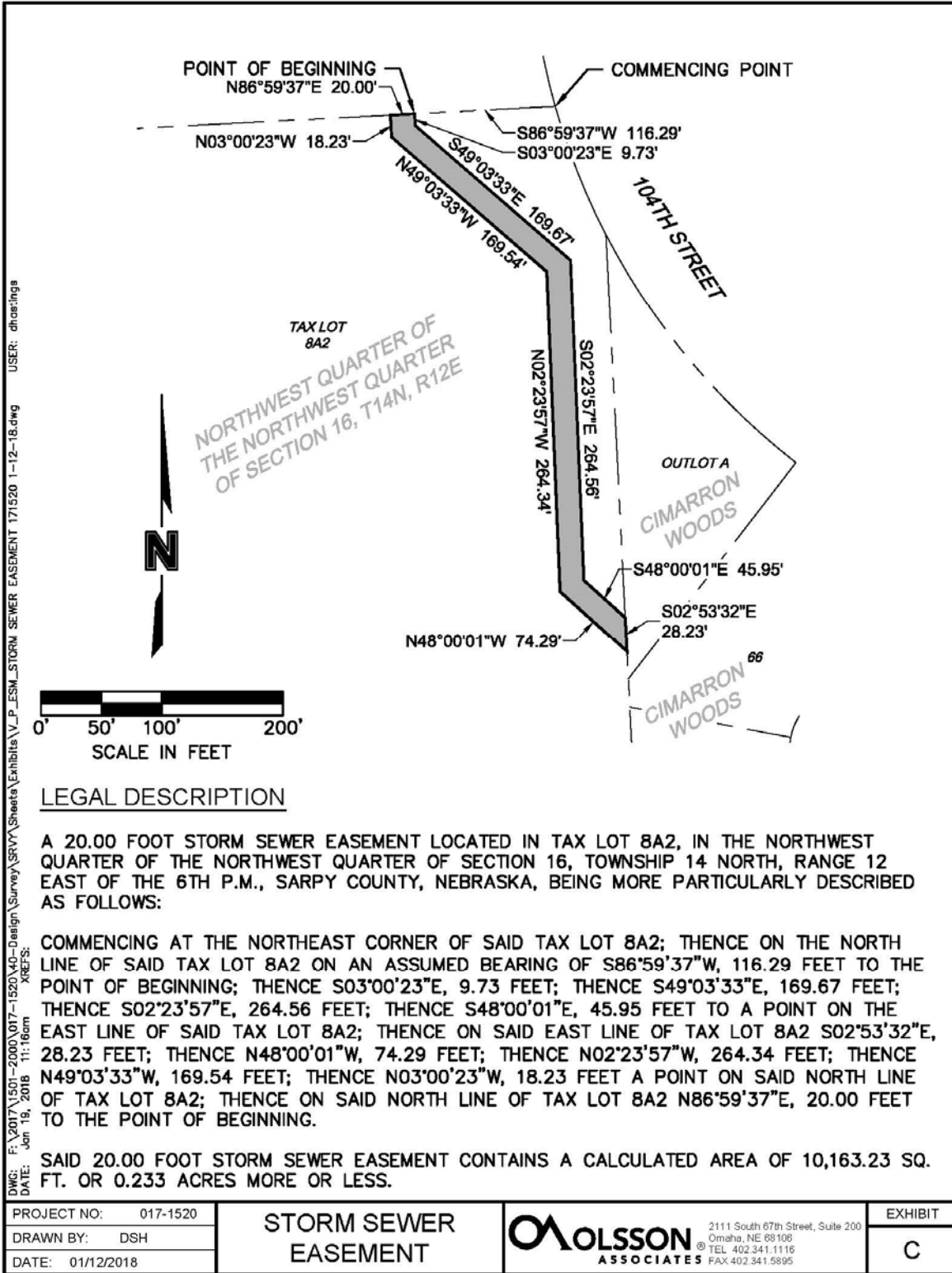
A tract of land located in a part of the West Half of the Northwest Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, being more particularly described as follows:

Beginning at the Southeast corner of Lot 28A, Oakdale Park, a platted and recorded subdivision in Sarpy County, Nebraska; thence North 00°14'16" West (assumed bearing) along the East line of said Oakdale Park, a distance of 648.37 feet; thence North 89°45'54" East, a distance of 521.91 feet; thence South 00°06'28" East along the East line of the West Half of the Northwest Quarter of said Section 16 a distance of 708.37 feet; thence South 89°45'54" West a distance of 226.34 feet; thence North 00°14'06" West a distance of 50.00 feet to a point of curvature; thence Northerly and Westerly along a 50.00 foot radius curve to the left an arc distance of 127.62 feet to a point of reverse curvature; thence Westerly along a 40.00 foot radius curve to the right a distance of 39.27 feet to a point of tangency; thence South 89°45'54" West a distance of 169.17 feet to the point of beginning;

EXCEPT that part granted to Sanitary and Improvement District No. 237 of Sarpy County, Nebraska by Warranty Deed filed April 12, 2005 as Instrument No. 2005-11451.

Said tract of land also known as Tax Lot 8A2, in the Northwest Quarter of the Northwest Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

EXHIBIT "C" 3D STORM SEWER



SIDEWALK EASEMENT

This indenture made this ____ day of _____, 2018, by **3D SELF STORAGE-LAVISTA, LLC**, a Nebraska limited liability company (hereinafter referred to as "Grantor"), to and for the benefit of the **CITY OF LAVISTA, NEBRASKA**, a municipal corporation of the State of Nebraska, and to the general public (hereinafter collectively referred to as "Grantee").

W I T N E S S E T H :

That Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to Grantee a perpetual non-exclusive easement to the public for pedestrians to travel and come upon the existing sidewalk on the real estate in LaVista, Sarpy County, Nebraska, as depicted and legally described on Exhibit "A" attached hereto which is hereby incorporated in and made a part of this Easement by reference.

To have and to hold said Easement and right-of-way unto the said Grantee, its successors and assigns, in perpetuity. The approval of this term by Grantor and its successors and assigns shall be shown by recording this document with the Sarpy County Register of Deeds. This Easement and the beneficial rights contained herein is given without any warranty whatsoever.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Grantor has caused this Easement to be signed on the day and year first above written.

3D SELF STORAGE-LAVISTA, LLC, a
Nebraska limited liability company

By: _____
William J. Douglas, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Now on this ____ day of _____, 2018, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William J. Douglas, Manager of 3D Self Storage-LaVista, LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed in such capacity the within instrument for and on behalf of said entity and who duly acknowledged the execution of the same to be the act and deed of said entity.

Notary Public

EXHIBIT "A"

