

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 7, 2014 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR FINAL PUD, REPLAT & SUBDIVISION AGREEMENT LOTS 4 & 15, SOUTHPORT WEST (PROPOSED LOTS 1-5, SOUTHPORT WEST REPLAT 5) (NW OF WESTPORT PKWY.)	◆ RESOLUTION (3) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared to approve the Final PUD Plan, Replat and Subdivision Agreement for approximately 15 acres located northwest of Westport Parkway.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve the Final PUD Plan, Replat and Subdivision Agreement application by Southport West Partners, LLC, on approximately 15 acres currently platted as Lots 4 and 15, Southport West (to be replatted as Lots 1 thru 5, Southport West Replat 5), generally located northwest of Westport Parkway.

The properties are currently zoned C-3 PUD, Highway Commercial/Office Park District, Planned Unit Development, with the Gateway Corridor Overlay District. The applicant has requested approval of a Final PUD Plan and Replat to allow for the development of five commercial lots. On August 19, 2014, the City Council approved the Preliminary PUD Plan and Preliminary Plat which allowed the applicant to proceed with the submittal of the Final PUD Plan, Replat (proposed Lots 1 thru 5, Southport West Replat 5) and Subdivision Agreement.

A detailed staff report is attached.

The Planning Commission held a public hearing on July 17, 2014, and unanimously recommended approval of the Preliminary PUD Plan to City Council contingent on the satisfactory resolution of issues noted by staff in the review letters. The Final PUD Plan is consistent with this approval and therefore did not require further review by the Planning Commission.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOTS 1 THRU 5, SOUTHPORT WEST REPLAT 5, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a final planned unit development plan for Lots 1 thru 5, Southport West Replat 5; and

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

WHEREAS, the final planned unit development plan is consistent with the preliminary planned unit development plan approved by the City Council on August 19, 2014.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lots 1 thru 5, Southport West Replat 5, located in the SW 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located northwest of Westport Parkway be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 4 AND 15, SOUTHPORT WEST, TO BE REPLATTED AS LOTS 1 THRU 5, SOUTHPORT WEST REPLAT 5, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lots 4 and 15, Southport West, to be replatted as Lots 1 thru 5, Southport West Replat 5; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on July 17, 2014, the La Vista Planning Commission held a public hearing and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 4 and 15, Southport West, to be replatted as Lots 1 thru 5, Southport West Replat 5, a subdivision located in the Southwest $\frac{1}{4}$ of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of Westport Parkway, be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

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 THRU 5, SOUTHPORT WEST REPLAT 5 SUBDIVISION.

WHEREAS, the City Council did on October 7, 2014, approve the replat for Lots 1 thru 5, Southport West Replat 5 Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Southport West Partners, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the October 7, 2014, City Council meeting for the Southport West Replat 5 Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2014-PUD-04; 2014-SUB-06 FOR HEARING OF: October 7, 2014

Report Prepared on: September 29, 2014

I. GENERAL INFORMATION

A. APPLICANT:

Dean T. Hokanson
11213 Davenport Street, Suite 300
Omaha, NE 68154

B. PROPERTY OWNER:

Southport West Partners, LLC
11213 Davenport Street, Suite 300
Omaha, NE 68154

C. LOCATION: Northwest of Westport Parkway

D. LEGAL DESCRIPTION: Lots 4 and 15 Southport West

E. REQUESTED ACTION(S): Approval of Final PUD Plan, Replat and Subdivision Agreement for Lots 4 and 15 Southport West (to be replatted as Lots 1 thru 5, Southport West Replat 5).

F. EXISTING ZONING AND LAND USE: C-3 – Highway Commercial/Office Park District, PUD – Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District); Lots 4 and 15 Southport West are vacant.

G. PURPOSE OF REQUEST: To create five lots for commercial development.

H. SIZE OF SITE: 15.459 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property is relatively flat with a gradual slope to the south. It is currently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Multi-Tenant Office Building (Mutual of Omaha), C-3 PUD with the Gateway Corridor District; Lot 16 Southport West
- 2. East:** Cabela's Retail Inc., C-3 PUD with the Gateway Corridor District; Lot 1 Southport West Replat One
- 3. South:** Vacant/Agricultural, C-3 PUD with the Gateway Corridor District; Lot 1 Southport West

4. **West:** Vacant/Agricultural, R-3 PUD, High Density Residential, Planned Unit Development; Lot 2 Bella La Vista

C. RELEVANT CASE HISTORY:

1. This property was platted and zoned with the development of the Southport West subdivision.

D. APPLICABLE REGULATIONS:

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial/Office Park District
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development (Overlay District)
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
4. Ordinance No.1013 – Standards and conditions for development under the final planned unit development plan for Southport West
5. Section 3.08 of the Subdivision Regulations – Replats

III. ANALYSIS

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

- B. OTHER PLANS:** Not applicable.

C. TRAFFIC AND ACCESS:

1. The main access points for the properties will be via common access drive connections to Westport Parkway.
2. A traffic study was provided stating that warrants would not be met as a result of this project to require a traffic signal at the intersection of Westport Parkway/126th Street and West Giles Road. The City Engineer has reviewed this study and concurs with the finding.
3. Previous traffic studies have acknowledged that continued development in the Southport West and Southport East subdivisions will result in demand for three traffic lanes eastbound and westbound on Giles Road from the BNSF railroad bridge to the I-80 ramps and that intersection improvements will also be needed in this area.

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities along Westport Parkway.
2. The sanitary sewage from this development flows downstream into the city of Omaha's Stonybrook outfall


sewer. Therefore, a portion of the tract sewer connection fee that will be collected from this property at the time of building permits will have to be remitted to the City of Omaha in accordance with the WSA between La Vista and Omaha.

3. Stormwater management fees will be collected at the time of building permit and will be remitted to the Papillion Creek Watershed Partnership in accordance with the recently updated Interlocal Cooperation Agreement.

IV. REVIEW COMMENTS:

1. On August 19, 2014, the City Council approved the Preliminary PUD Plan contingent upon "future connectivity to the south provided for by a stubbed out road to within 10 feet of the southern boundary utilizing heavy pavement and a downward grade near 5% from the southern edge of the intersecting roadway". The Final PUD Plan identifies this future connection on the plan. Section 8 of the Subdivision Agreement also addresses this future connection.
2. Ordinance No. 1013 regarding standards for a planned unit development in Southport West establishes a 50-foot setback from buildings to property lines (this exceeds the standard C-3 setback requirements). This setback dimension has not been met in several locations. A note has been provided on the PUD plan for this development which states: "REQUIRED 50' BUILDING SETBACK PER EXISTING P.U.D. ORDINANCE IS MET AT FRONTAGE OF I-80 AND WESTPORT PARKWAY. INTERNAL SETBACKS WILL MEET THE UNDERLYING C-3 ZONING DISTRICT."
3. Exhibit C to Ordinance No. 1013, the Southport West Design Guidelines, requires a 10-foot wide green space along all interior property lines. This has not been provided between Lots 1 and 2 however the requirement for 25% overall green space is compliant throughout the project.
4. The proposed theater and the required parking for the theater are shown on separate lots which, according to the developer, are intended to be constructed and owned separately. The PUD plan, if approved, allows for this arrangement.
5. Staff previously requested a letter from the applicant to verify the parking requirement for the theater based on number of theater seats, square footage of restaurant/bar areas, etc. To date, this information has not been received or reviewed.
6. A "CENTER IDENTIFICATION SIGN" is shown along the westerly line of proposed Lot 3 abutting I-80. Ordinance No. 1013 provides the maximum size and height allowed for this sign. The applicant has indicated they may request a future amendment to Ordinance No. 1013 to provide for a larger sign.

7. At the time of the writing of this report, the subdivision agreement was being finalized therefore a red-line version is attached. Approval should be subject to any modifications the City Administrator determines necessary or advisable.
- V. **STAFF RECOMMENDATION - Final PUD Plan:**
Approval of the Final PUD Plan for Lots 4 and 15 Southport West, contingent on the satisfactory resolution of any issues noted in the staff report.
- VI. **STAFF RECOMMENDATION – Replat:**
Approval of Southport West Replat 5, contingent on the satisfactory completion of the subdivision agreement and all exhibits.
- VII. **ATTACHMENTS TO REPORT:**
 1. Vicinity Map
 2. Final PUD Plan
 3. Final Plat
 4. Subdivision Agreement
- VII. **COPIES OF REPORT SENT TO:**
 1. Jason Thiellen, E & A Consulting Group
 2. Patrick Morgan, Slaggie Architects, Inc.
 3. Dean Hokanson, Southport West Partners
 4. Public Upon Request



Prepared by:



Community Development Director



Date



Vicinity Map

Southport West Replat 5

7/9/2014
CAS

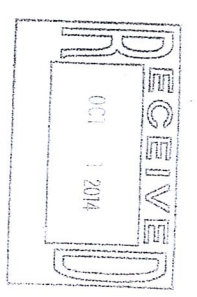
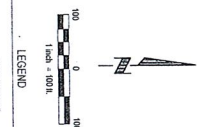
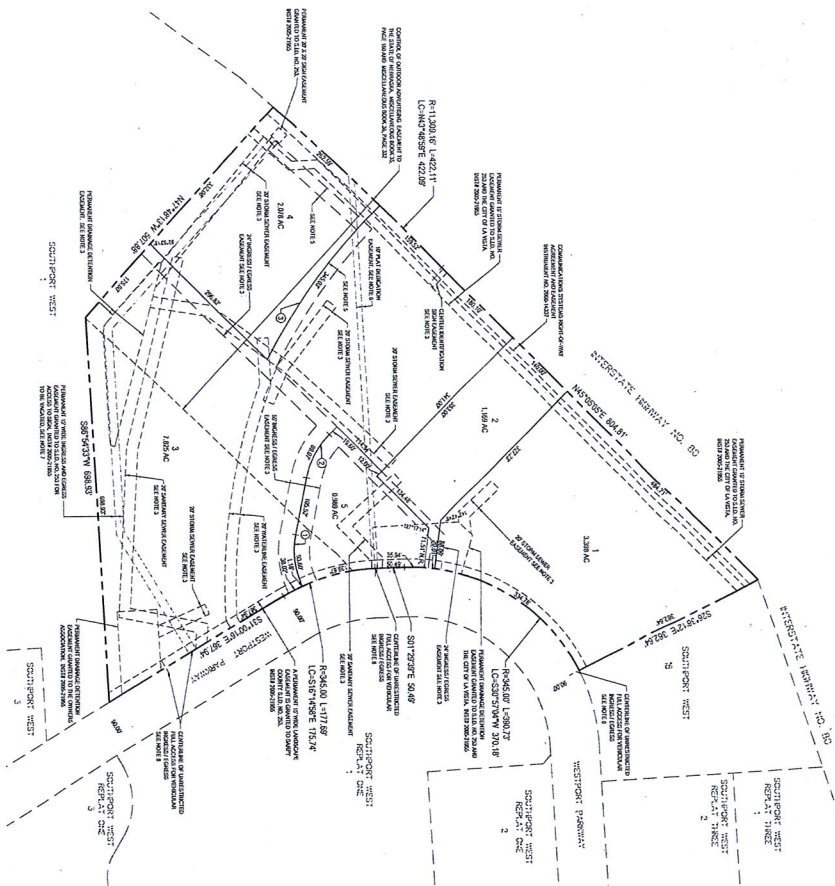


-
- NOTES:**
1. CROSSING ROADWAY ALIGNED BETWEEN LOT 1 & 2.
 2. FIELD TO BOUNDARY LINE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804,

SOUTHPORT WEST REPLAT FIVE

LOTS 1 THRU 5 INCLUSIVE
 BEING A REPLAT OF LOTS 4 AND 5, SOUTHPORT WEST A SUBDIVISION LOCATED IN THE SW/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12
 EAST OF THE 9TH P.M. SURVEY COUNTY, NEBRASKA.

CHAIN	MEASURE	BEARING	CHORD BEARING
1	50.00'	S 89° 59' 59" W	20° 00' 00" N
2	50.00'	S 89° 59' 59" W	20° 00' 00" N
3	50.00'	S 89° 59' 59" W	20° 00' 00" N



LEGEND
 --- RECONSTRUCTED LINE
 --- LOT LINE
 --- EASEMENTS
 --- UNLOCATED EASEMENTS
 --- ACCESS EASEMENTS
 --- EXIST. PROPERTY LINES

DESCRIPTION
 THE PROPERTY HEREIN IS THE SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION OF LOTS 4 AND 5, BEING A REPLAT OF LOTS 4 AND 5, SOUTHPORT WEST A SUBDIVISION LOCATED IN THE SW/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 9TH P.M. SURVEY COUNTY, NEBRASKA. THE PROPERTY IS BEING REPLATED AND SUBDIVIDED INTO FIVE LOTS, BEING LOTS 1 THROUGH 5, AS SHOWN ON THIS MAP. THE PROPERTY IS BEING REPLATED AND SUBDIVIDED INTO FIVE LOTS, BEING LOTS 1 THROUGH 5, AS SHOWN ON THIS MAP. THE PROPERTY IS BEING REPLATED AND SUBDIVIDED INTO FIVE LOTS, BEING LOTS 1 THROUGH 5, AS SHOWN ON THIS MAP.

ACCEPTANCE
 I, the undersigned, a duly qualified and licensed surveyor in the State of Nebraska, have examined the plat of the above described property and find that the same is in accordance with the laws of the State of Nebraska and the rules and regulations of the Board of Surveyors of the State of Nebraska. I hereby certify that the plat is correct and true to the original survey and that the same is in accordance with the laws of the State of Nebraska and the rules and regulations of the Board of Surveyors of the State of Nebraska.

NOTICE
 THE PLAT OF SOUTHPORT WEST REPLAT FIVE IS HEREBY APPROVED BY THE CITY COMMISSION OF THE CITY OF VISTA, NEBRASKA, AND THE CITY ENGINEER OF VISTA, NEBRASKA, ON THIS 15th DAY OF OCTOBER, 2014. THE CITY ENGINEER OF VISTA, NEBRASKA, HAS REVIEWED THE PLAT AND FINDS IT TO BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS OF THE STATE OF NEBRASKA.

APPROVED FOR THE CITY ENGINEER
 I, the undersigned, a duly qualified and licensed surveyor in the State of Nebraska, have examined the plat of the above described property and find that the same is in accordance with the laws of the State of Nebraska and the rules and regulations of the Board of Surveyors of the State of Nebraska. I hereby certify that the plat is correct and true to the original survey and that the same is in accordance with the laws of the State of Nebraska and the rules and regulations of the Board of Surveyors of the State of Nebraska.

APPROVED FOR THE CITY COMMISSION
 I, the undersigned, a duly qualified and licensed surveyor in the State of Nebraska, have examined the plat of the above described property and find that the same is in accordance with the laws of the State of Nebraska and the rules and regulations of the Board of Surveyors of the State of Nebraska. I hereby certify that the plat is correct and true to the original survey and that the same is in accordance with the laws of the State of Nebraska and the rules and regulations of the Board of Surveyors of the State of Nebraska.

NOTES
 1. ALL LOTS ARE TO BE PLATTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS OF THE STATE OF NEBRASKA.
 2. ALL LOTS ARE TO BE PLATTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS OF THE STATE OF NEBRASKA.
 3. ALL LOTS ARE TO BE PLATTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS OF THE STATE OF NEBRASKA.

SUBDIVISION AGREEMENT

(Southport West Replat 5)

**(Replat of Lots 4 and 15, Southport West, which shall henceforth be replatted as
Lots 1-5, Southport West Replat 5)**

THIS AGREEMENT, made this _____ day of _____, 2014, among Southport West Partners, LLC, a Nebraska limited liability company, (hereinafter referred to as "Subdivider" and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "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 develop and construct buildings and other private improvements on the property in the Replatted Area in accordance with the Southport West Replat 5 PUD Plan attached as Exhibit "C" and related exhibits ("Private Improvements"); and

WHEREAS, Subdivider at its cost proposes to construct certain improvements within or abutting the Property and/or connect the system of sanitary sewers to be constructed within the Replatted Area to the sewer system of the City; ~~and,~~

~~WHEREAS, the Subdivider will create the Southport West Replat 5 Owners Association, Inc. ("Association"), the members of which will be comprised of the Subdivider and Subdivider's successors and assigns to ownership of any of Lots 1-5, Southport West Replat 5, being a replat of Lots 4 and 15 of Southport West, City of La Vista.~~

Formatted: Justified

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

1. Replattings. Subject to the terms of this Agreement, Lots 4 and 15 of Southport West shall be replatted as Lots 1 – 5, Southport West Replat 5, 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. Subdivider 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 Covenants described in Section 16 below or other documents or instruments in form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing

and delivering required easements in form and content reasonably satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.

3. Perimeter Sidewalks. Subdivider, no later than two (2) years from the date of the filing of the final plat with the Sarpy County Register of Deeds, shall install sidewalks in accordance with City sidewalk policies as they may from time to time exist, at the Subdivider's sole cost.
4. Storm Water Management Plan: Subdivider, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared by Subdivider's engineer at Subdivider'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 Subdivider 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 Subdivider 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 Subdivider 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.

Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit A" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.

6. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
7. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, and PUD plan (Exhibit "C"), as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "F" for use of the public 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 and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.
8. Connectivity. If and when the contiguous property to the south of the Replatted Area will be developed in a manner that warrants reciprocal access between the Replatted Area and the contiguous property to the south, as reasonably determined by the City Engineer, the Subdivider will provide access generally as illustrated on Exhibit [REDACTED] at Subdivider's expense. This obligation is conditioned on Subdivider obtaining reciprocal ingress/egress over the Replatted Area and property to the south of the Replatted Area, upon terms and conditions reasonably acceptable to Subdivider and City Engineer ("Access Agreement"). Subdivider, when required by the City Engineer pursuant to this Section 8, will make diligent efforts to obtain said Access Agreement.
9. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
10. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement between the City, Southport West Partners, LLC, and Sanitary and Improvement District No. 253 of Sarpy County, Nebraska, dated June 30, 2005, ("Original Subdivision Agreement") shall be incorporated into this Agreement to the same extent as if fully set forth herein and enforceable by the City, subject to modifications made by this

Agreement. Not in limitation of the foregoing sentence, the separate Sewer Connection Agreement referred to within Exhibit "K" of the Original Subdivision Agreement 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 Sewer Connection Agreement, Exhibit K and Original Subdivision Agreement. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Commercial	3.398 ± AC @ \$5,973/AC	\$20,296.25
Lot 2, Commercial	1.169 ± AC @ \$5,973/AC	\$6,982.43
Lot 3, Commercial	7.825 ± AC @ \$5,973/AC	\$46,738.72
Lot 4, Commercial	2.078 ± AC @ \$5,973/AC	\$12,411.89
Lot 5, Commercial	0.989 ± AC @ \$5,973/AC	\$5,907.29

Total \$92,336.58

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

11. Infrastructure to be at Private Expense. The cost of all infrastructure, improvements and easements within and serving the Replatted Area, 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 Subdivider and any successor or assign of Subdivider 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 Subdivider, and easements required by the City, for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by the final plat or in Covenants described in Section 16 below, or by instruments separate from the final plat and Covenants, 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.
13. Common Area Improvements/Maintenance. Subdivider, and all successors and assigns of Subdivider to any lots within the Replatted Area, at its sole cost and expense, shall own, design, construct, operate, repair, replace and maintain all Common Areas and Improvements thereon or therein in accordance with the Covenants described in Section 16 below. For purposes of this Section 13,

"Common Areas" and "Improvements" shall have the meanings as defined or otherwise provided in the Covenants. Responsibility for Common Areas, Improvements and related costs and expenses shall be as set forth in said Covenants. Any modification of said responsibilities or the Covenants shall require the prior written approval of the City Administrator in consultation with the City Engineer, which shall not be unreasonably withheld. Not in limitation of the foregoing, Subdivider, before the final plat is released for recording, shall provide the City, and thereafter shall maintain in effect, a surety bond for the timely installation and maintenance of Common Areas and Improvements within Common Areas, which bond shall be in form and content satisfactory to the City Engineer and by its terms shall be enforceable by the City. Notwithstanding anything in this Agreement or the Covenants to the contrary, Subdivider and any successors or assigns of Subdivider to ownership of any lot within the Replatted Area hereby guaranty and shall be jointly and severally liable for the performance of all applicable requirements with respect to Common Areas and Improvements, the Post Construction Storm Water Management Plan, Common Area Expenses and other related costs and expenses, including without limitation, with respect to any lot in the Replatted Area for which a Share or other required performance is not paid or provided ("Nonperforming Lot"). Provided, however, any payment or performance of Subdivider or any other owner with respect to a Nonperforming Lot will not constitute a waiver of any right or remedy with respect to payment from the owner of the Nonperforming Lot for reimbursement, contribution or otherwise.

- a. Filing of Record. The Subdivider, at its expense when recording the final plat, shall record this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause a recorded copy thereof to be transmitted to the City Administrator. Any modification to this Agreement shall be similarly recorded and transmitted at Subdivider's expense. Such recordings shall include lot specific recorded notice.
- b. City Engineer to be Determiner. The City Engineer shall be the determiner of which Improvements are required and which are subject to allocation under the Covenants, and shall have the right, but not any obligation, to inspect any work on or relating to the Common Areas or Improvements, and to require modification, replacement, maintenance or repair of any work or Improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the Common Areas or Improvements shall be subject to prior review and approval of the City Engineer.
- c. City Access/Repair, Etc. The City, its employees and agents, shall have right of entry and full access to any and all Common Areas and Improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance

of any such Common Areas or Improvements and to assess against the Subdivider and the property in the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of twelve percent (12%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorneys fees incurred by City in such foreclosure.

- d. City's Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.

- 14. Special Assessments. If lots within the Replatted Area are subject to special assessments that have been levied, Subdivider, prior to City delivery of the plat to Subdivider, shall either (1) pay all installments and accrued interest on such special assessments in full, or (2) pay the principal and all accrued interest to date on delinquent installments and have reapportioned the remaining principal and interest thereon to the lots as configured by the final plat. Such reapportionment shall be computed in a manner acceptable to the City Engineer. Such written reapportionment agreement and recording thereof with the County Treasurer's written acceptance thereof shall be provided to City by Subdivider at Subdivider's expense.
- 15. Ownership Representation. Southport West Partners, LLC, by signing below and the Final Plat of Southport West Replat 5, 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 the final plat.
- 16. Restrictive Covenants. Subdivider submitted proposed Declaration of Covenants, Conditions and Restrictions for Southport West Replat 5, which are attached as Exhibit "I" ("Covenants"). As a condition of releasing the final plat to Subdivider for recording, the Covenants, with such modifications as the City Engineer determines necessary or advisable, shall be executed and recorded by Subdivider as Declarant and sole owner of property in the Replatted Area. The Covenants, in addition to provisions expressly set forth therein, shall be deemed to include covenants of required compliance with all federal, state, county and city ordinances and regulations applicable to the property within the Replatted Area, this Agreement and other applicable requirements ensuring maintenance of infrastructure improvements. If Subdivider fails to timely and fully perform any of the Covenants regarding maintenance of the Replatted Area, the City, at its option but without any duty, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider and applicable property.

17. Covenants Running With the Land. The final plat, Southport West Replat 5 Planned Unit Development, 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 Association,~~ and all of ~~their respective Subdivider's~~ 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 Association.~~ 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, Southport West Replat 5 Planned Unit Development and this Agreement for recording, Subdivider 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, Southport West Replat 5 Planned Unit Development or this Agreement for recording until City is satisfied that Subdivider has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions requiring the actual construction of Private Improvements within the Replatted Area; specifically that Subdivider has concluded (closed), or made arrangements satisfactory to the City to conclude (close), transactions requiring the actual construction of the building and other improvements on Lot 4 and parking improvements on Lot 3.~~ It is further expressly agreed that, if within the twelve (12) months after the date of this Subdivision Agreement construction of the building on Lot 4 and parking on Lot 3 is not commenced and proceeding to completion ~~the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement,~~ Subdivider shall not be entitled, without the written consent of the City and any amendments of this Agreement, the Replat or Southport West Replat 5 Planned Unit Development 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 17.
18. Planned Unit Development. Subdivider has made application to City for approval of a Planned Unit Development on Lots 1-5 of the Replat. Subdivider specifically has requested Planned Unit Development zoning for the Replatted Area under Section 5.15 of the La Vista Zoning Ordinance No. 848, and Subdivider's applications and City approvals shall be thereunder, and all grading, installation of infrastructure, development and buildout shall be in strict accord with the provisions of said Section and the approved Southport West Replat 5 Planned Unit Development, except as shall be amended by the City Council in the required manner. The application for the Planned Unit Development, ("Application") as on file with the City Clerk is incorporated herein by this reference, and said Application, as well as the underlying C-3 zoning district regulations, shall continue to be applicable and govern within the Replatted Area, except as provided for in the approved Southport West Replat 5 Planned Unit Development, this Agreement

or conditions of Planning Commission or City Council approval. Subject to applicable requirements of City ordinance, rules and regulations:

- a. A construction schedule is set forth in Exhibit "I". Construction of buildings, structures and other improvements of Phase One of the Replatted Area will commence within 12 months after the date of City Council approval of the Southport West Replat 5 Planned Unit Development and will be completed within 24 months thereafter; and
- b. Construction of subsequent phases will begin as described in the Application or as economics and demand otherwise warrant, and be constructed in accordance with a schedule approved by the City and timeframe provided in Section 5.15.04.01 of the La Vista Zoning Ordinance. Construction of any subsequent phase will be completed within 24 months after construction of the phase commences.

19. Building Design. Development within the Replatted Area shall be subject to and comply with Southport West Design Guidelines, as adopted or amended from time to time.

20. Exhibit Summary. The Exhibits proposed by E & A Consulting Group, Inc., engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Land survey certificate showing boundary area to be replatted. Drawing and legal description.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Planned Unit Development (PUD)
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E"	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "F"	Publicly Used Roads and Driveways
Exhibit "G"	Sewer Connection Agreement dated _____ Left <u>Intentionally Blank</u>
Exhibit "H"	Declaration of Covenants, Conditions and Restrictions for Southport West Replat 5
Exhibit "I"	Construction Schedule

21. 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.

22. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.

23. 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.
24. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
25. 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.
26. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.

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

SOUTHPORT WEST PARTNERS, LLC

By: _____
Dean Hokanson, Managing Member
Southport West Partners, LLC

ATTEST:

CITY OF LA VISTA

City Clerk

By _____
Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Dean Hokanson, Manager of Southport West Partners, LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Company.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

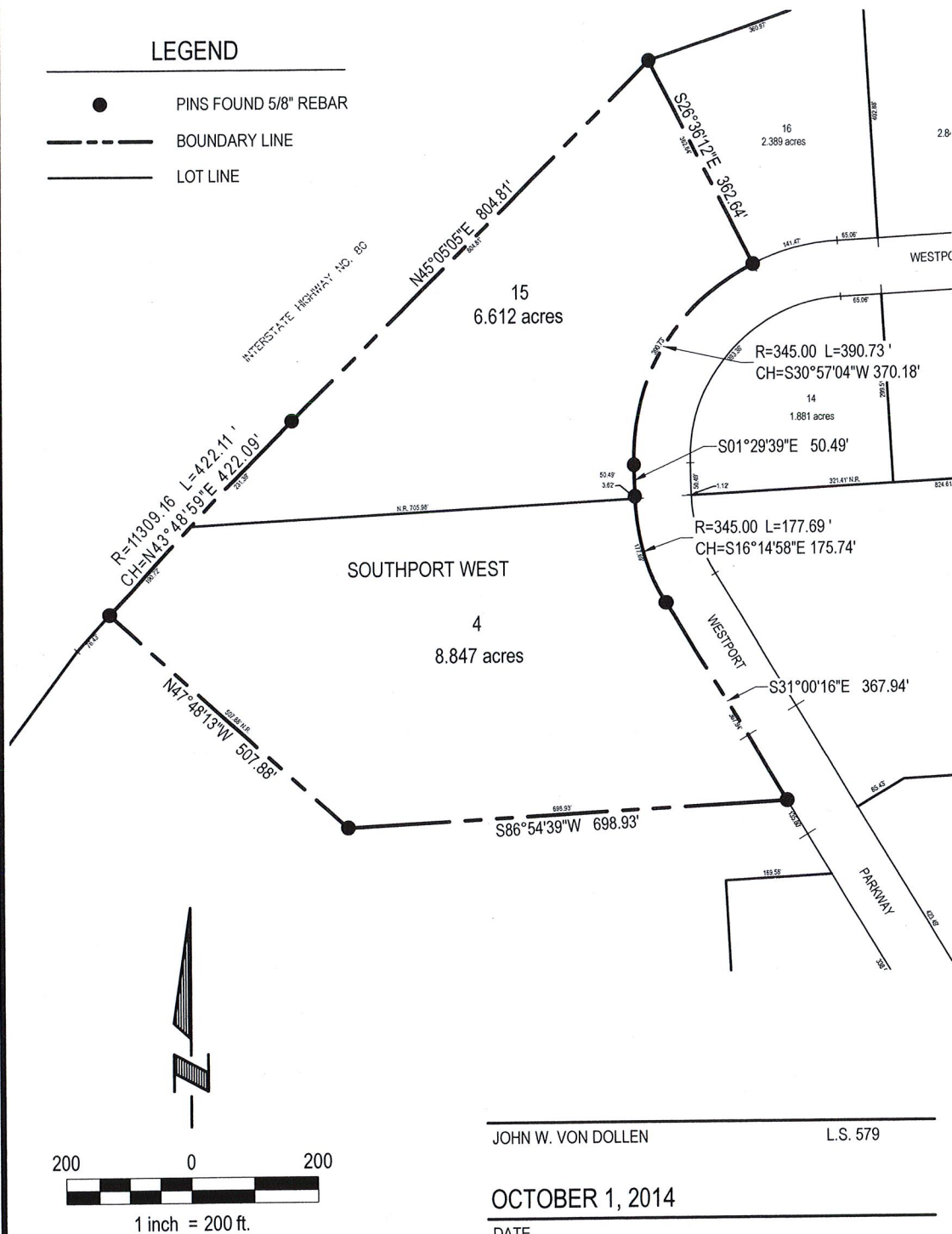
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Public

LAND SURVEYOR'S CERTIFICATE

LEGAL DESCRIPTION: LOTS 4 AND 15, SOUTHPORT WEST, A SUBDIVISION LOCATED IN THE SE1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

 PINS FOUND 5/8" REBAR
 BOUNDARY LINE
 LOT LINE



L.S. 579

OCTOBER 1, 2014

DATE _____



Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700

Drawn by: FCE	Chkd by:
---------------	----------

Date: 10/01/2014

Job No.: P2000.030.019

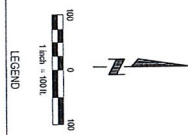
LOT 4 AND 15

SOUTHPORT WEST

SARPY COUNTY, NEBRASKA

LOTS 1 THRU 5 INCLUSIVE

BEING A REPLAT OF LOTS 4 AND 15, SOUTHPORT WEST A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 16, TOWNSHIP #14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SASSY COUNTY, NEBRASKA.

[illegible]

ADDRESS OF THE COURT OF APPEALS
 STATE OF NEW YORK
 COUNTY OF SHERIDAN
 IN SENATE
 BEFORE ME, THE undersigned, a
 Notary Public in and for said County of Sheridan, personally came JOHN T. LUDWIGSON, Manager of the
 Madison County Bank, who being duly sworn, depose and say that the within and foregoing
 instrument has been read to the said JOHN T. LUDWIGSON and he has acknowledged the same to be his
 voluntary act and deed in and to the said County of Sheridan Corporation.
 WITNESSE MY HAND AND NOTARIAL SEAL, THIS 27TH DAY OF JANUARY, AFORE SAID.

IDENTIFY PRISONER _____

ADDITIONAL DOCUMENT OF IDENTIFICATION (e.g. PASSPORT,)
COUNT OF STAPLES)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A
NOTARY PUBLIC, appeared _____, known to me personally and known to be the identical
person whose name is printed to the left of the signature on this PLAT and WHO SUBSCRIBED THE SAME
TO THE DECLARATION AND WHO DECLARED TO ME THAT HE WAS THE SAME PERSON AS THE
PERSONS BY NAME AND SOCIAL SEAL, THE DAD AND VITALS, ABOVE MENTIONED.

IDENTIFY PRISONER _____

REVIEW BY SAGUY COUNTY PUBLIC WORKS

THIS PLAN OF SOUTHWEST WEST REPEAT FIVE WAS REVIEWED BY THE SAGUY COUNTY SHIRAZIYOGS OFFICE THIS DAY OF 20

COUNTY SURVEYOR / ENGINEER

[illegible]

SAID TRACT OF LAND CONTAINS 673,392 SQ. FT. OR 15.459 ACRES, MORE OR LESS.

JOHN W. VON DOLLEN LS-579

DATE

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE RECORDS OF THIS OFFICE.

DATE _____ COUNTY TREASURER _____

APPROVAL OF THE MASTER PLANNING COMMISSION

THIS PLAN OF SOUTHPORT WEST REPEAT FIVE (5) LOTS AND CITY PLANNING COMMISSION ON THIS _____ DAY OF _____

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL.

THIS PLAT OF SOUTHPORT WEST REPEAT FIVE (5) LOTS AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON

ATTEST _____ MAY _____
CITY CLERK

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

3. ALL EASEMENTS THAT ARE NOT LABELLED WITH A B
A SEPARATE DOCUMENT

4. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED

6. PLAT DEDICATION EASTMENT ALONG COMMON LINE
LAVISTA, AND WILL BE RECORDED BY A SEPARATE

7. 15' WIDE INGRESS / EGRESS EASEMENT, FOR ACCESS TO THE FRONT DOOR, SHALL BE MAINTAINED BY THE HOUSING UNIT OWNER.

g. THE EXISTING ACCESS POINTS ON WESTPORT PARK BE VACATED, NO MORE THAN 2 ACCESS POINTS TO

REPORT OF THE COMMISSION

SOUTHPORT WEST REPLAT FIVE
LOTS 1-5 INCLUSIVE
LA VISTA, NEBRASKA



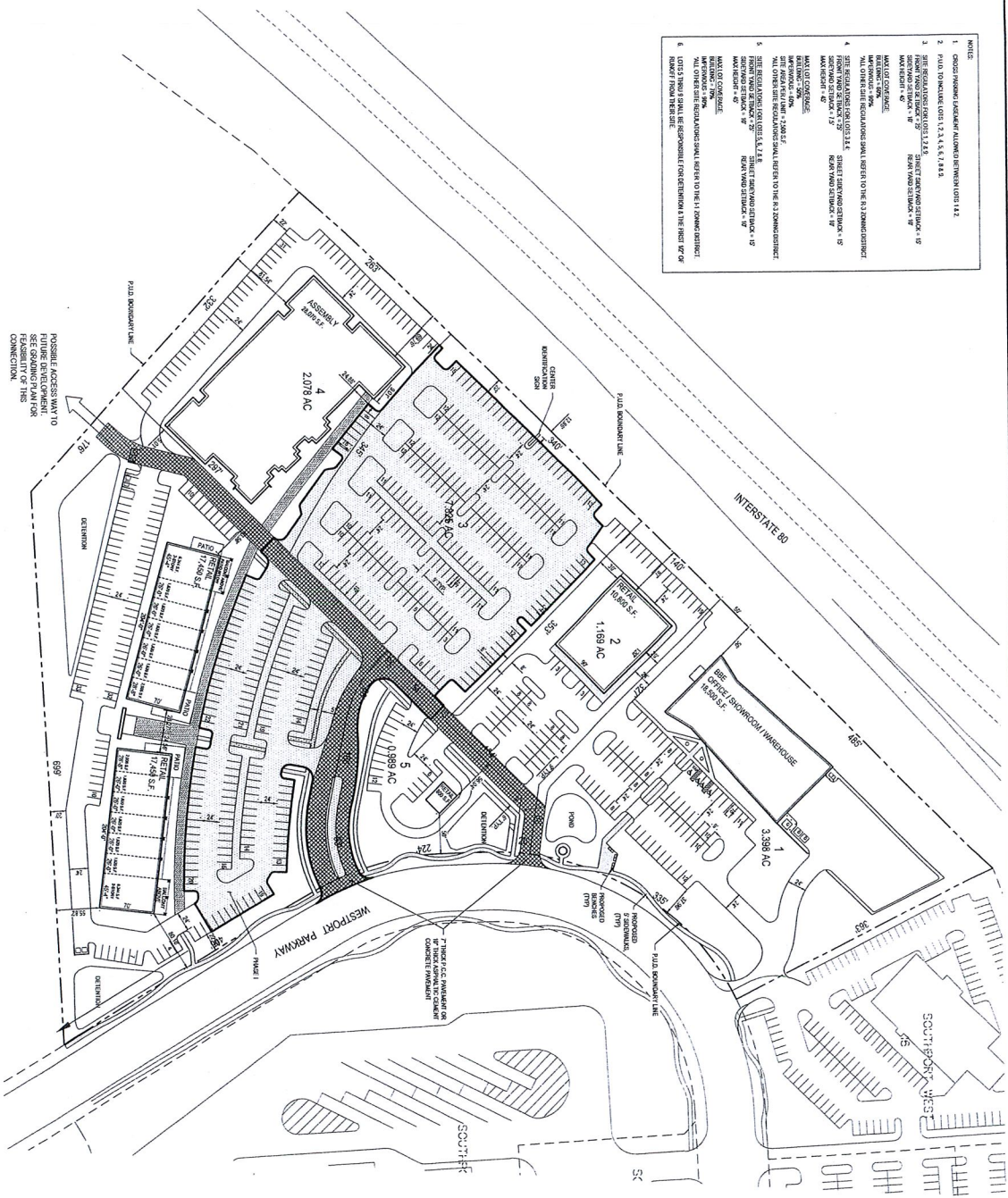
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 6815
Phone: 402.895.4700 Fax: 402.895.3599
WWW.OMEGA-800.COM

EXHIBIT "B"
FINAL PLAT

Proj No: P2000.030.104	Revisions	
Date: 06-13-2014	<input checked="" type="radio"/> No	Date Description
Designed By: MAW		06-15-14 RESUBMITTAL
Drawn By: TRF3		
Scale: 1"=100'		
Sheet: 1 of 1		

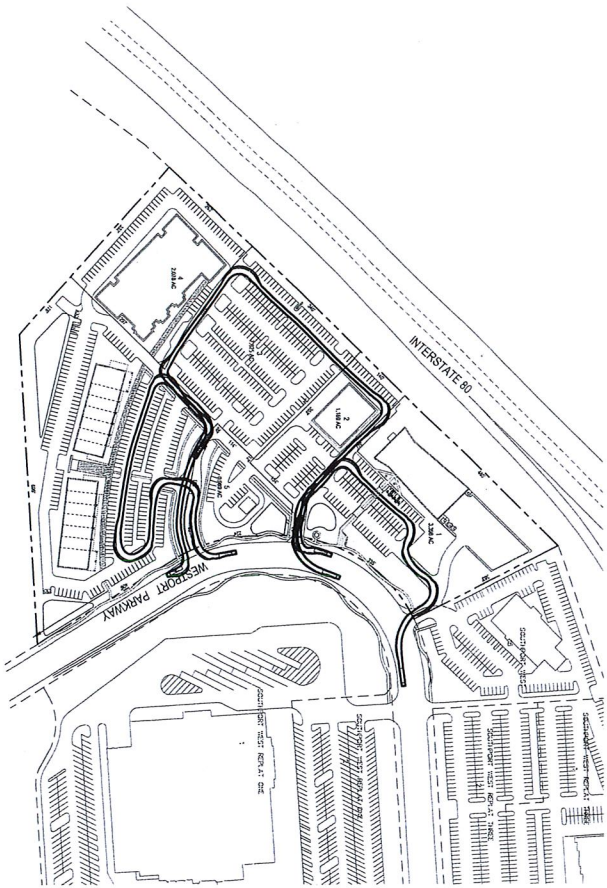
- NOTES:
1. CHOPPED PROPERTY LAYOUTS ARE ALLOWED BETWEEN LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
 2. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.
 3. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.
 4. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.
 5. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.
 6. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.
 7. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.
 8. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.
 9. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.
 10. THE SPACING AND PROPOSED VEHICLE INDICATORS ARE BASED ON THE ASSUMPTION THAT THE TRUCKS WILL BE SPACED AT 100 FEET.



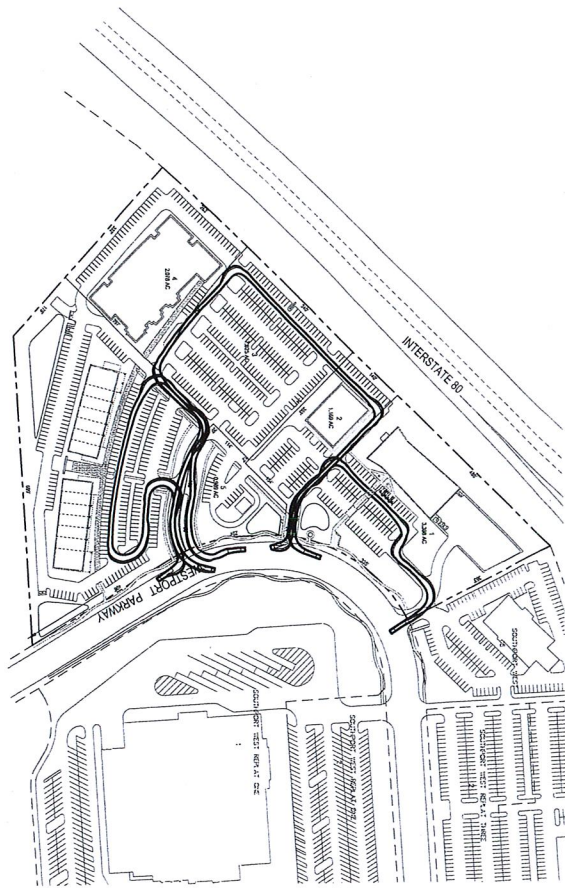
SOUTHPORT WEST REAR AT THREE

SIT-PARKING TABLE				
LOT NO.	LOT AREA	REAR PARKING	FRONT PARKING	TOTAL PARKING
LOT 1	2.21 AC	100	100	200
LOT 2	1.158 AC	50	50	100
LOT 3	3.358 AC	150	150	300
LOT 4	1.158 AC	50	50	100
LOT 5	0.898 AC	40	40	80
LOT 6	1.158 AC	50	50	100
LOT 7	1.158 AC	50	50	100
LOT 8	1.158 AC	50	50	100
LOT 9	1.158 AC	50	50	100
LOT 10	1.158 AC	50	50	100
LOT 11	1.158 AC	50	50	100
LOT 12	1.158 AC	50	50	100
LOT 13	1.158 AC	50	50	100
LOT 14	1.158 AC	50	50	100
LOT 15	1.158 AC	50	50	100
LOT 16	1.158 AC	50	50	100
LOT 17	1.158 AC	50	50	100
LOT 18	1.158 AC	50	50	100
LOT 19	1.158 AC	50	50	100
LOT 20	1.158 AC	50	50	100
LOT 21	1.158 AC	50	50	100
LOT 22	1.158 AC	50	50	100
LOT 23	1.158 AC	50	50	100
LOT 24	1.158 AC	50	50	100
LOT 25	1.158 AC	50	50	100
LOT 26	1.158 AC	50	50	100
LOT 27	1.158 AC	50	50	100
LOT 28	1.158 AC	50	50	100
LOT 29	1.158 AC	50	50	100
LOT 30	1.158 AC	50	50	100
LOT 31	1.158 AC	50	50	100
LOT 32	1.158 AC	50	50	100
LOT 33	1.158 AC	50	50	100
LOT 34	1.158 AC	50	50	100
LOT 35	1.158 AC	50	50	100
LOT 36	1.158 AC	50	50	100
LOT 37	1.158 AC	50	50	100
LOT 38	1.158 AC	50	50	100
LOT 39	1.158 AC	50	50	100
LOT 40	1.158 AC	50	50	100
LOT 41	1.158 AC	50	50	100
LOT 42	1.158 AC	50	50	100
LOT 43	1.158 AC	50	50	100
LOT 44	1.158 AC	50	50	100
LOT 45	1.158 AC	50	50	100
LOT 46	1.158 AC	50	50	100
LOT 47	1.158 AC	50	50	100
LOT 48	1.158 AC	50	50	100
LOT 49	1.158 AC	50	50	100
LOT 50	1.158 AC	50	50	100
LOT 51	1.158 AC	50	50	100
LOT 52	1.158 AC	50	50	100
LOT 53	1.158 AC	50	50	100
LOT 54	1.158 AC	50	50	100
LOT 55	1.158 AC	50	50	100
LOT 56	1.158 AC	50	50	100
LOT 57	1.158 AC	50	50	100
LOT 58	1.158 AC	50	50	100
LOT 59	1.158 AC	50	50	100
LOT 60	1.158 AC	50	50	100
LOT 61	1.158 AC	50	50	100
LOT 62	1.158 AC	50	50	100
LOT 63	1.158 AC	50	50	100
LOT 64	1.158 AC	50	50	100
LOT 65	1.158 AC	50	50	100
LOT 66	1.158 AC	50	50	100
LOT 67	1.158 AC	50	50	100
LOT 68	1.158 AC	50	50	100
LOT 69	1.158 AC	50	50	100
LOT 70	1.158 AC	50	50	100
LOT 71	1.158 AC	50	50	100
LOT 72	1.158 AC	50	50	100
LOT 73	1.158 AC	50	50	100
LOT 74	1.158 AC	50	50	100
LOT 75	1.158 AC	50	50	100
LOT 76	1.158 AC	50	50	100
LOT 77	1.158 AC	50	50	100
LOT 78	1.158 AC	50	50	100
LOT 79	1.158 AC	50	50	100
LOT 80	1.158 AC	50	50	100
LOT 81	1.158 AC	50	50	100
LOT 82	1.158 AC	50	50	100
LOT 83	1.158 AC	50	50	100
LOT 84	1.158 AC	50	50	100
LOT 85	1.158 AC	50	50	100
LOT 86	1.158 AC	50	50	100
LOT 87	1.158 AC	50	50	100
LOT 88	1.158 AC	50	50	100
LOT 89	1.158 AC	50	50	100
LOT 90	1.158 AC	50	50	100
LOT 91	1.158 AC	50	50	100
LOT 92	1.158 AC	50	50	100
LOT 93	1.158 AC	50	50	100
LOT 94	1.158 AC	50	50	100
LOT 95	1.158 AC	50	50	100
LOT 96	1.158 AC	50	50	100
LOT 97	1.158 AC	50	50	100
LOT 98	1.158 AC	50	50	100
LOT 99	1.158 AC	50	50	100
LOT 100	1.158 AC	50	50	100

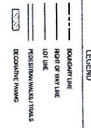
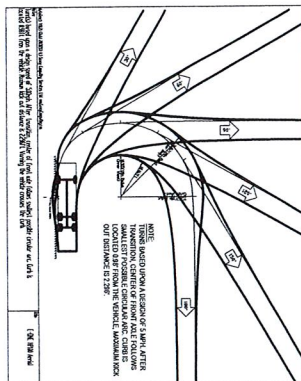
FIRETRUCK ROUTE 2



FIRETRUCK ROUTE 1



AUTOTRACK DETAIL
NOT TO SCALE



File No.	1000000000
Date	06/01/00
Designed By	JAC
Drawn By	MAHARAJ
Scale	1"=50'
Sheet	2 of 3

EXHIBIT "C"
PLANNED UNIT DEVELOPMENT
EMERGENCY VEHICLE EXHIBIT

SHOPS AT SOUTHPORT WEST

LAVISTA, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

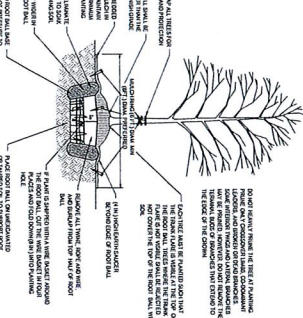
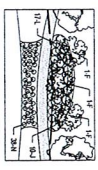
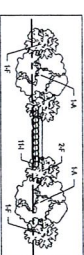
300 North 117th Street Omaha, NE 68164
Phone 402.895.4700 Fax 402.895.5580
www.eaeng.com

- SEEMING NOTES:**
1. Sheet is installed in per City of Omaha specifications. Use the Type A seal in Table 007.06.2 and Application Plans in Section 007.03, which is the T&E Project in [Table 007.01 \(Miscellaneous\)](#) and not the seal of [Table 007.06.2](#) of Section 007.02.
 2. Contractor to coordinate work with other specialties trade notes.

1. The first step would be to identify a problem or a need in a business or a task area. This could be done by conducting a market research or a customer survey to identify the pain points and the opportunities.
2. Once the problem is identified, the next step would be to define the problem clearly and to set the objectives for the solution. This could be done by creating a problem statement and a set of SMART (Specific, Measurable, Achievable, Relevant, Time-bound) objectives.
3. The third step would be to generate ideas and solutions. This could be done by brainstorming with a team or by using a creative thinking technique like the SCAMPER (Substitute, Combine, Adapt, Modify, Put to other uses, Eliminate, Reverse) technique.
4. The fourth step would be to evaluate the ideas and solutions. This could be done by using a decision matrix or a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis to compare the different options and to select the best one.
5. The fifth step would be to implement the chosen solution. This could be done by creating a project plan and a timeline, and by assigning responsibilities and resources to the team members.
6. The sixth step would be to monitor and evaluate the progress of the implementation. This could be done by using key performance indicators (KPIs) and regular communication with the team.
7. The seventh step would be to reflect on the experience and to learn from it. This could be done by conducting a post-mortem analysis and by sharing the lessons learned with the team.
8. The eighth step would be to celebrate the success and to reward the team. This could be done by organizing a team meeting or a party to acknowledge the team's efforts and achievements.
9. The ninth step would be to document the process and the results. This could be done by creating a report or a presentation that summarizes the entire process and the outcomes.
10. The tenth step would be to share the results and the lessons learned with the wider organization. This could be done by presenting the findings at a meeting or by publishing a case study.



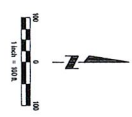
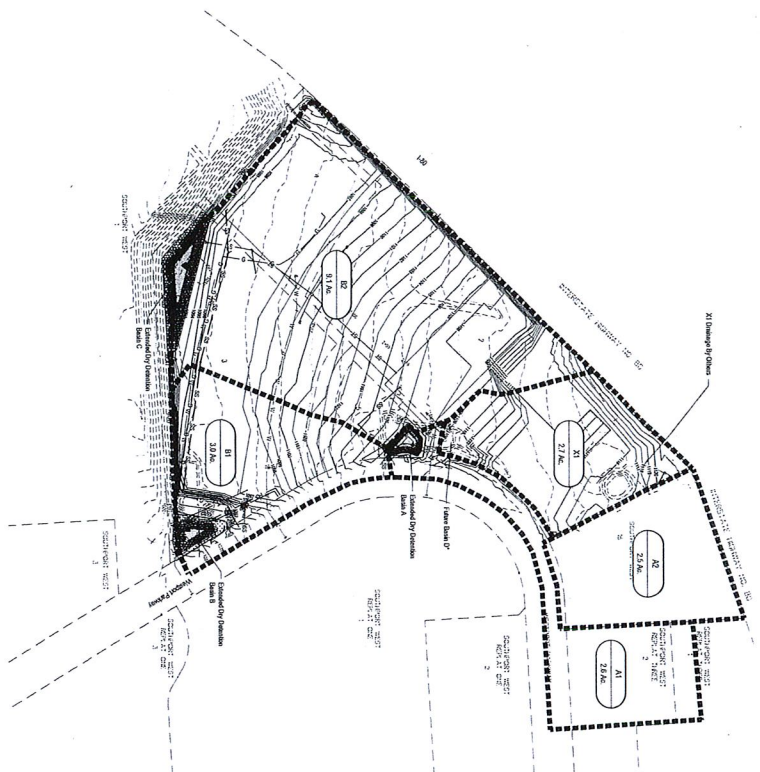
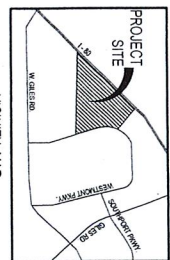
NOTE: ALL OTHER INTERNAL LANDSCAPING & DETAILED PLANS TO BE COMPLETED WITH EACH LOT'S BUILDING PERMIT OR DESIGN REVIEW.



SHOPPES AT SOUTHPORT WEST

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

LOTS 1 THRU 5 INCLUSIVE
Located in the SW1/4 of Section 18, Township 14N, Range 12, of the 6th P.M.,
LA VISTA COUNTY, NEBRASKA



PROJECT INFORMATION PROJECT NO. 14-00000000-001 PROJECT NAME: SHOPPES AT SOUTHPORT WEST PROJECT LOCATION: LA VISTA COUNTY, NEBRASKA PROJECT OWNER: LA VISTA COUNTY PROJECT ENGINEER: E & A CONSULTING GROUP, INC. PROJECT DATE: 11/12/2014	
DESIGNER E & A CONSULTING GROUP, INC. 1000 S. 10TH STREET LINCOLN, NE 68502 PHONE: 402.885.4700 FAX: 402.885.3300 WWW.EAGROUP.COM	CLIENT LA VISTA COUNTY 1000 S. 10TH STREET LINCOLN, NE 68502 PHONE: 402.885.4700 FAX: 402.885.3300 WWW.EAGROUP.COM

EXHIBIT D

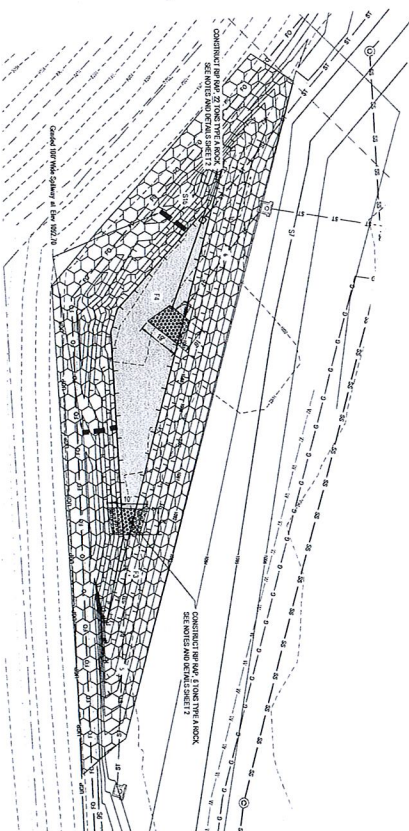
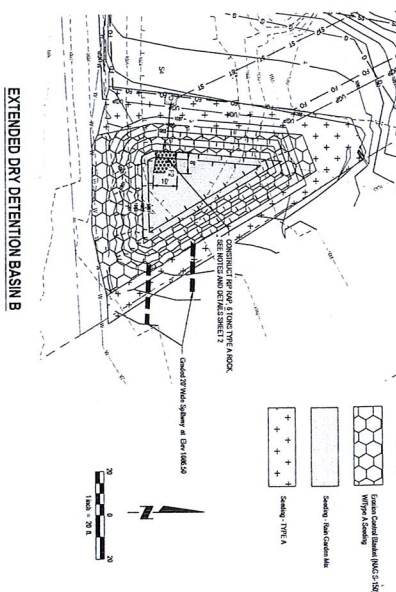
Grading Permit No. LAV-20140729-02662-GP1
PCSMF Permit No. XXXXXX

Rev	Date	Description
1	11/12/2014	Initial Design
2	11/12/2014	Revised Design

COVER	SHOPPES AT SOUTHPORT WEST POST CONSTRUCTION STORMWATER MANAGEMENT PLAN LA VISTA COUNTY, NEBRASKA
-------	--------------------------------------------------------------------------------------------------------



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 1000 S. 10TH STREET, LINCOLN, NE 68502
 PHONE: 402.885.4700 FAX: 402.885.3300
 WWW.EAGROUP.COM

[illegible]

PCSPM BMP INFORMATION					
BMP ID	DRAINAGE AREA [AC]	Y ¹ VOLUME [CFT]	Y ² VOLUME [CFT]	DESCRIPTION	LOCATION
A	5.1	419	3066	Embanked Dry Drainage	14.4' W, 42.8' E Long 97° 29' 42.5" N
B	3.8	311	3124	Embanked Dry Drainage	14.4' W, 42.8' E Long 97° 29' 42.5" N
C	8.1	1657	4313	Embanked Dry Drainage	14.4' W, 42.8' E Long 97° 29' 42.5" N

*PC-SMP Basins are constructed as a Temporary Sediment Basin during land project construction and lot build-out. Upon adequate lot development and permanent stabilization in the watershed, the basins will be converted to Permanent PC-SMP Basins.

To receive full PCSnap approval the construction of all PCSnap BMP's is required to be certified by E&A Consulting Group. Contractor shall contact Randy Preece of E&A Consulting Group (402-885-4100 ext./ 402-510-1321 cell) a minimum of 48 hours prior to starting construction on any PCSnap BMP.

EXHIBIT D

Proj No.	P2000.020.104
Date	10/01/2004
Designed By	MCP
Drawn By	ASL
Scale	1"=20'
Sheet	2 of 2



PGSMP DETAILS

SHOPPES AT SOUTHPORT WEST
LA VISTA MERRICK



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

200 North 117th Street Omaha, NE 68154
Phone 402.896.4700 Fax 402.896.3599
www.eeg.com

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

NOIE: THIS IS A DRAFT FORM OF AGREEMENT FOR USE IN THE CITY OF LA VISTA JURISDICTION UNTIL SUCH TIME AS THE PCWP ADOPTS A STANDARD DOCUMENT. THIS DRAFT PREPARED MARCH 2009..

WHEREAS, The Property Owner recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called (Southport West Replat Five) located in the jurisdiction of the City of La Vista, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of real property 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, or 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, a Post Construction Stormwater Management Plan is required by Chapter 154 of the Municipal Code of the City of La Vista, and,

WHEREAS, the Post Construction Stormwater Management Plan for (8648 S 117th St. La Vista, NE 68128) (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, and

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 Omaha 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 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 facility or facilities shall be inspected by a qualified professional at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained for a 3-year period and shall be available for review by the City.
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 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. Whenever possible, the City shall provide notice prior to entry.
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 time frame allowed in Section 154.21 of the Municipal Code of the City of La Vista, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. The City or its designee shall then recover from the Property Owner any and all costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies. Failure to pay the City or its designee all of its expended costs, after sixty (60) days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, administrative costs, and attorney fees shall be added to the recovery.
6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners association and any other successors in interest.

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

INDIVIDUAL and/or PARTNERSHIP

Signature
Dean Hokanson
Printed Name & Title
Southport West Partners, LLC
Company
Phone No. / Fax No.
11213 Davenport Street, Suite 300
Address
Omaha/NE/68154
Town / State / Zip
Email Address

Signature
Printed Name & Title
Company
Phone No. / Fax No.
Address
Town / State / Zip
Email Address

Signature
Printed Name & Title
Company
Phone No. / Fax No.
Address
Town / State / Zip
Email Address

Signature
Printed Name & Title
Company
Phone No. / Fax No.
Address
Town / State / Zip
Email Address

ACKNOWLEDGMENT

Nebraska _____)
State

Sarpy _____)
County

On this _____ day of _____, 20____ 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 for the purpose therein stated.

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

Notary Public

Notary Seal

Exhibit "A"

4 N Scale

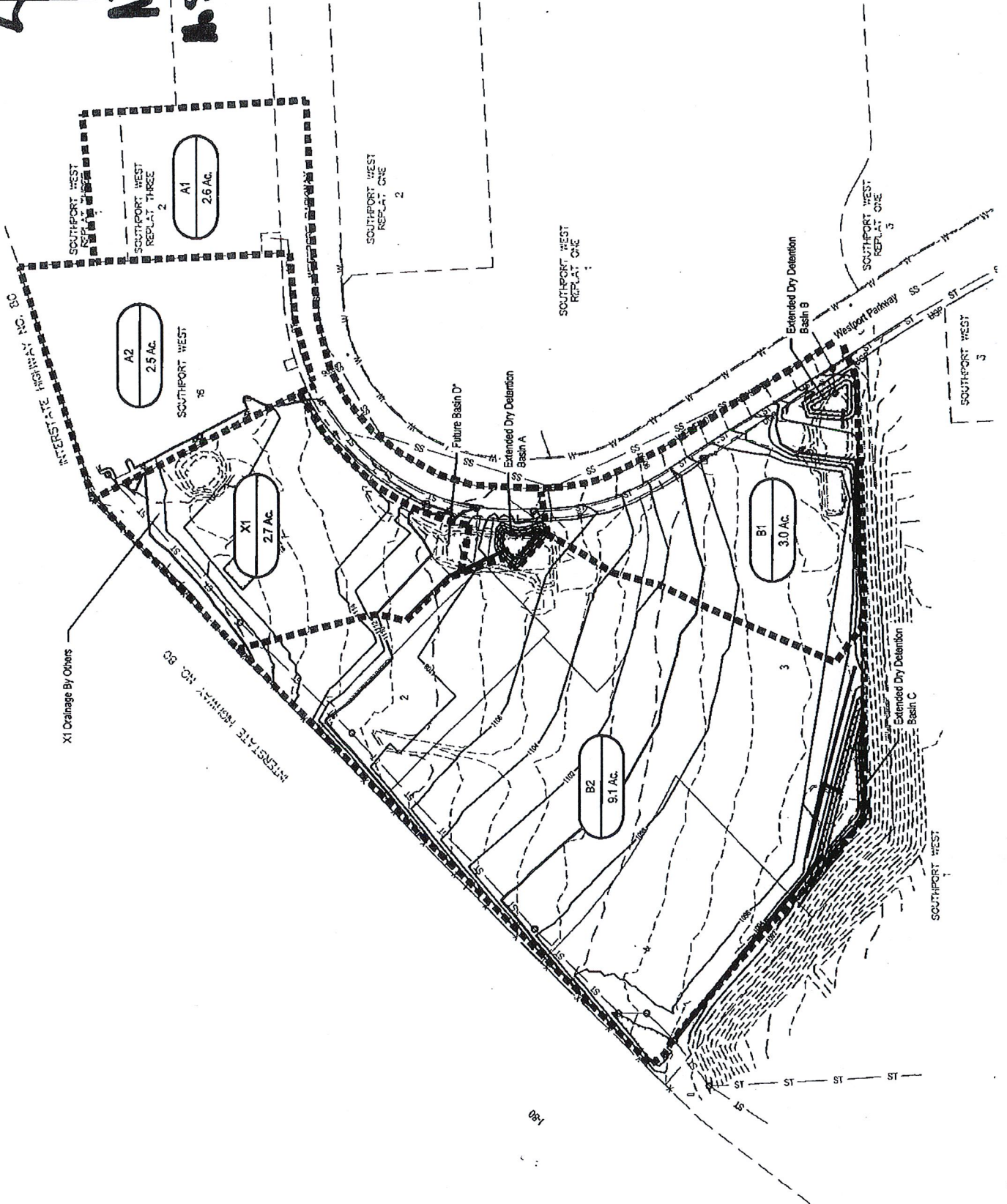


Exhibit "A"

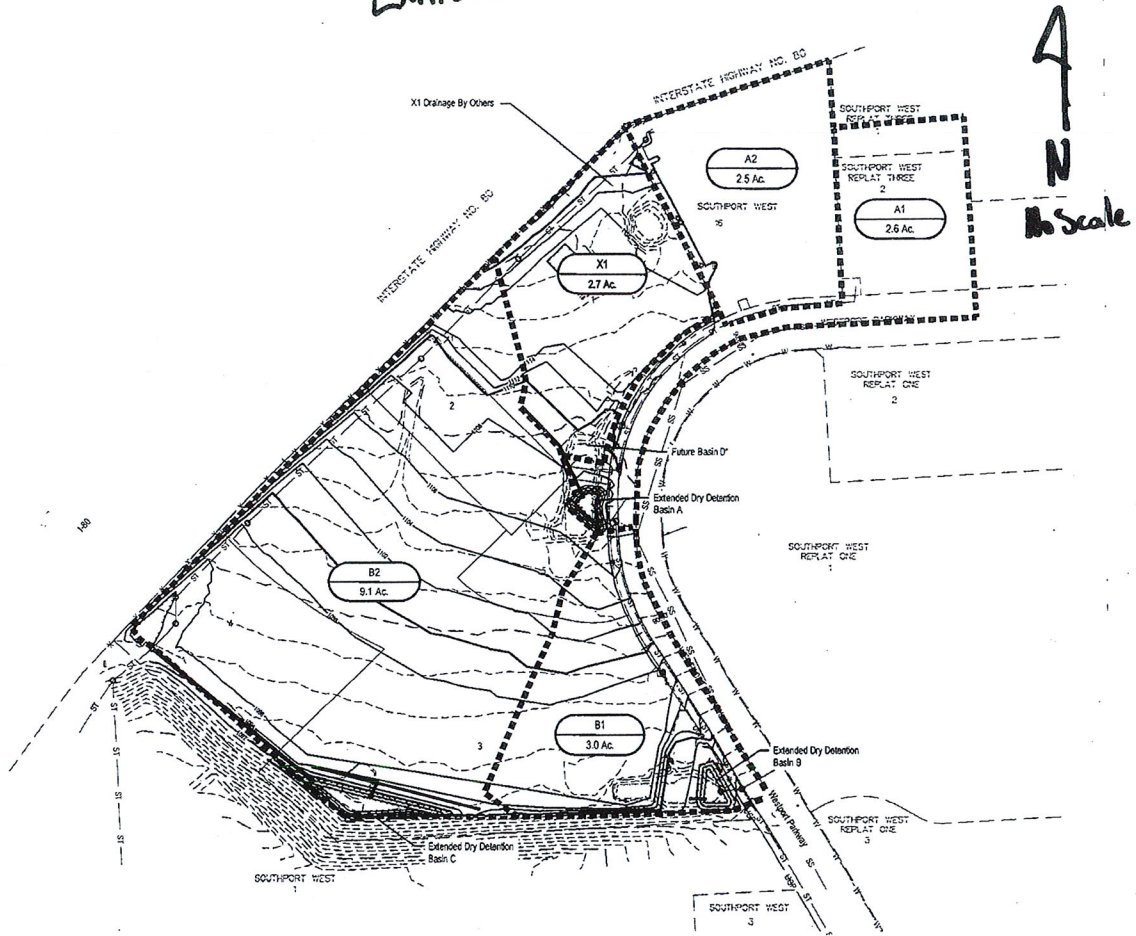


Exhibit E

Exhibit 'B'

Name and Location:

Project Name: Southport West Replat Five
Address: 8648 S 117th Street, La Vista, NE 68128
PCWP Project Number: LAV20140729-02662-GP1
PWD Grading Permit #: LAV xxxxxxxxx-xxx-1

Site Data

Total Site Area: 15.46 Acres
Total Disturbed Area: 15.46 Acres
Total Undisturbed Area: 0.0 Acre
Impervious Area Before Construction: 0%
Impervious Area After Construction: 65.9%

BMP Information

BMP ID	Type of BMP	Latitude / Longitude
A	Dry Detention Basin	41°10'46.6" N / 96° 06' 49.1" W
B1	Dry Detention Basin	41°10' 41.5" N / 96° 06' 46.1" W
B2	Dry Detention Basin	41°10' 41.4" N / 96° 06' 56" W

BMP Maintenance Requirements

Dry Detention Basin Maintenance and Tasks Schedule	
Task	Schedule
Remove Trash and Debris from Trash Rack and side slopes	Monthly
Outlet / Inlet Inspection and Cleanout	Monthly
Bank Mowing and Inspection / Stabilization of Eroded Areas	Monthly
Inspect for ponding, washed out areas, soil conditions	Monthly
Basin Inspection and Cleanout	Annually – Remove Sediment when 25% of Storage Volume is Lost
Remove woody vegetation along embankment	Annually
Repair Broken Pipes	As Needed
Replace filtration riprap that is choked with sediment	As Needed
Security	As Needed

Exhibit 'B'

Name and Location:

Project Name: Southport West Replat Five
Address: 8648 S 117th Street, La Vista, NE 68128
PCWP Project Number: LAV20140729-02662-GP1
PWD Grading Permit #: LAV xxxxxxxx-xxx-1

Site Data

Total Site Area: 15.46 Acres
Total Disturbed Area: 15.46 Acres
Total Undisturbed Area: 0.0 Acre
Impervious Area Before Construction: 0%
Impervious Area After Construction: 65.9%

BMP Information

BMP ID	Type of BMP	Latitude / Longitude
A	Dry Detention Basin	41°10'46.6" N / 96°06'49.1" W
B1	Dry Detention Basin	41°10'41.5" N / 96°06'46.1" W
B2	Dry Detention Basin	41°10'41.4" N / 96°06'56" W

BMP Maintenance Requirements

Dry Detention Basin Maintenance and Tasks Schedule	
Task	Schedule
Remove Trash and Debris from Trash Rack and side slopes	Monthly
Outlet / Inlet Inspection and Cleanout	Monthly
Bank Mowing and Inspection / Stabilization of Eroded Areas	Monthly
Inspect for ponding, washed out areas, soil conditions	Monthly
Basin Inspection and Cleanout	Annually - Remove Sediment when 25% of Storage Volume is Lost
Remove woody vegetation along embankment	Annually
Repair Broken Pipes	As Needed
Replace filtration riprap that is choked with sediment	As Needed
Security	As Needed

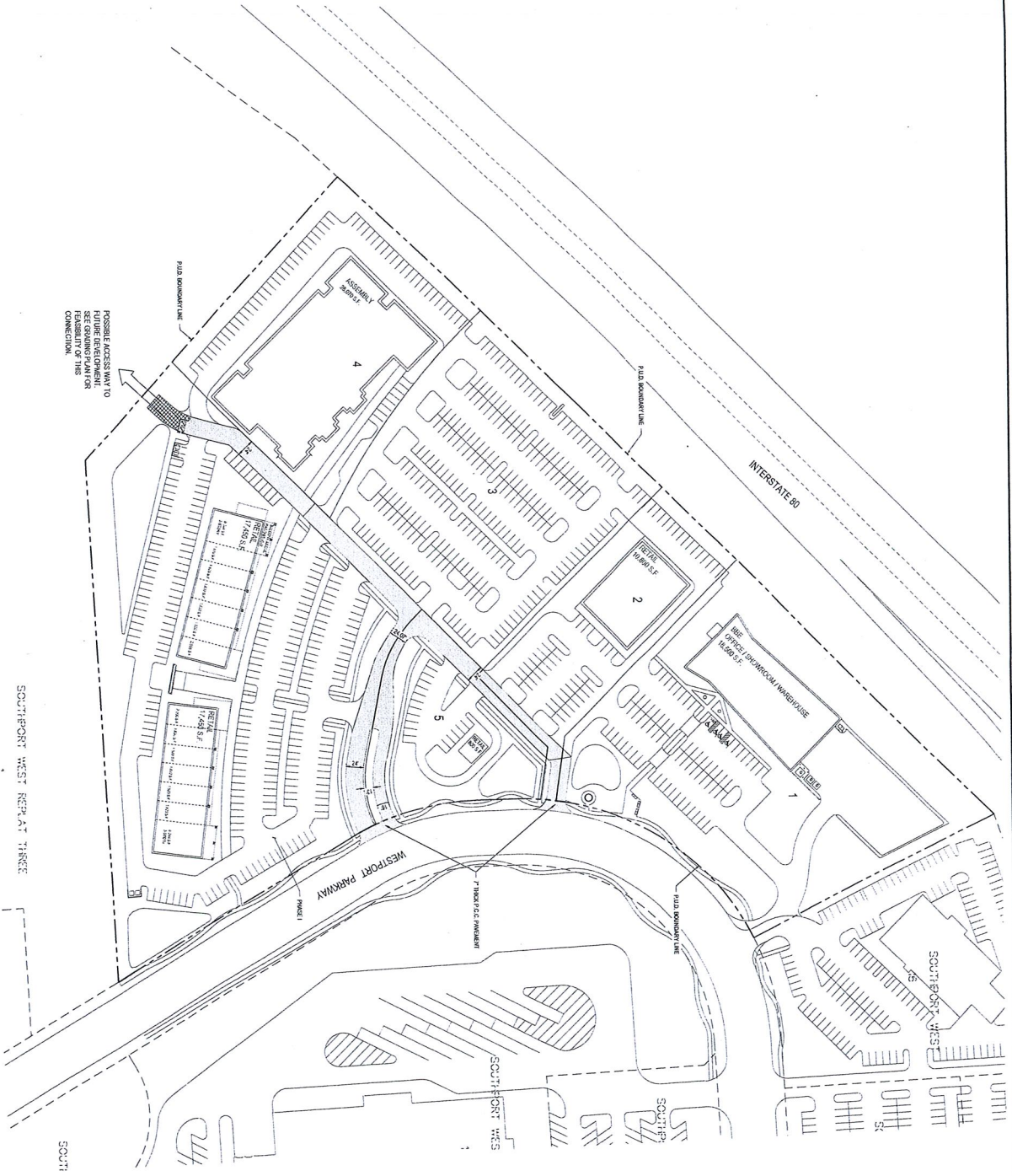
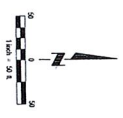



Exhibit F



LEGEND
 PROPOSED 7' SIDE PAVEMENT

Proj No: P200-000-004		Revisions		PUBLIC USED ROADS AND DRIVEWAYS	SHOPPES AT SOUTHPORT WEST	LIVESTR, MICHIGAN	 Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 300 North 117th Street Omaha, NE 68154 Phone 402.635.0700 Fax 402.635.0399 www.eaegroup.com
Date: 06/10/2014	Drawn By: M. J. B.	No: 01	Description: Residential					
Checked By: M. J. B.	Scale: 1"=30'							
Sheet: 1 of 3								
Approved: M. J. B. 06/10/2014				E:\Projects\200\000\004\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\000\0				

**DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHOPPES AT SOUTHPORT WEST**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration"), is made and entered into as of the Effective Date by Southport West Partners LLC, a Nebraska limited liability company ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located in Sarpy County, Nebraska, which is legally described on Exhibit A and generally depicted on Exhibit B (the "Site Plan") (the "Property"); and

WHEREAS, Declarant intends that the Property be developed as a unified multi-use development to be known as the Shoppes at Southport West as depicted on Exhibit B (the "Development").

NOW, THEREFORE, Declarant hereby declares that the Property shall be and restrictions held, sold, leased and conveyed subject to the following easements, covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in such ~~properties~~ Property or any, part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner or occupant thereof, and further declares that the Property shall be subject to the easement and related rights of the City of La Vista, Nebraska ("City") set forth below which shall be binding on all parties having any right, title or interest in such Property, or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITION
S**

Section 1.1 "Building" or "Buildings" shall mean the building or buildings which have been; will be or may be constructed on the Lots.

Section 1.2 "Common Area" shall mean the portions of the Development and Improvements thereon or therein benefiting, or intended for the nonexclusive use by, one or more Lots, the Owners, and their Permittees or users, in common with one or more other Lots, Owners, Permittees or users as permitted by this Declaration. Common Area shall include, but not be limited to, areas and Improvements depicted in Exhibit [redacted], common-public utility lines and systems, infrastructure and equipment, all parking areas, and access roads, driveways, lanes, entrances, walkways, sidewalks, signage, landscaping, storm drainage, any detention or retention ponds, areas and drainage facilities; sanitary sewers, plaza areas, public lighting, directional signage, security lighting and facilities, if any; provided, however, Common Areas shall not include any facilities in the interior of any building or other Improvement used exclusively by the Owner or tenants of that building.

Section 1.3 "Declarant" shall mean the record owner of ~~Lot 3, Southport West Replat 5, Sarpy County, Nebraska~~ the Property and all successors and assigns of Declarant or the Property or any interest therein.

Section 1.4 "Development" shall mean the Shoppes at Southport West development as described in the recitals hereof.

Section 1.5 "Improvements" shall mean all ~~work, materials and labor, including without limitation, design, engineering, land~~ preparation, ~~and~~ excavation, buildings, outbuildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, patio areas, windbreaks, plantings, planted trees and shrubs, sidewalks, bicycle racks, planters, poles, flags, signs, storage or display areas, loading areas, docks, water retention areas, ~~facilities, plantings, structures, maintenance, or other requirements of the Post Construction Storm Water Management Plan or Post-Construction Storm Water Management Plan Maintenance Agreement with the City as applicable to the Property,~~ fountains, water features, ponds, recreational facilities, and all other structures, ~~infrastructure, land development or landscaping improvements of every type and kind, and all related operations, maintenance (including clean up and clean out), modifications, reconstruction, replacements and repairs.~~

Formatted: No underline

Formatted: Font: (Default) Times New Roman, No underline

Formatted: Font: (Default) Times New Roman, No underline

Formatted: Font: (Default) Times New Roman, No underline

Formatted: Font: Not Italic

Section 1.6 "Lots" shall mean and refer to the Property and any lot(s) into which the Property may be subdivided. The current Lots are reflected on the Site Plan attached hereto as Exhibit B.

Section 1.7 "Master CCR" shall mean that certain Declaration of Covenants, Conditions, Restrictions and Easements for Southport West Subdivision, dated June 7, 2005, filed July 5, 2005 as Instrument Number 2005-22478 in the Office of the Register of Deeds of Sarpy County, Nebraska, as amended by that certain First Amended dated May 17, 2006, filed May 24, 2006 as Instrument Number 2006-17152 in the Office of the Register of Deeds of Sarpy County, Nebraska.

Section 1.8 "Owner" shall mean and refer to the record owner of a fee simple title to any Lot, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.9 "Permittee" shall mean all Owners, their Tenants or licensees of the Lots, and each of their respective officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, and invitees.

Section 1.10 "Tenant" shall mean and refer to the designated Tenant or lessee under a lease agreement for all or part of a Lot or Improvement constructed thereon, and including any sublessees or subtenants of a Tenant.

Section 1.11 In addition to the definitions set forth above, there are other defined terms set forth elsewhere in this Declaration. All of the exhibits and preamble clauses to this Declaration are incorporated into this Declaration as though fully rewritten here at length.

ARTICLE II MASTERCCR

Section 2.1 Master CCR. The Property is subject to the Master CCR and each Member (as defined in the Master CCR) shall comply with the provisions thereof. Failure to so comply shall be grounds for (a) action for damages and/or injunctive relief, and (b) such remedies, by legal proceedings or otherwise, as are available by reason of said Master CCR, this Declaration or by law or equity, each of which remedies

shall be cumulative and in addition to any other available remedy. If the Declaration is in any way inconsistent with the Master CCR, then the Master CCR shall prevail and control.

ARTICLE III GRANT OF EASEMENTS

Section 3.1 Easements. Subject to, and in addition to any other easements or rights provided under, the terms of this Declaration, Declarant hereby grants and conveys the following non-exclusive easements appurtenant, in, to, on, over, through, upon, across and under (hereinafter, the word "in" with respect to an easement granted "in" a particular Lot means, as the context may require, "in," "to," "on," "over," "through," "upon," "across," and "under," or any one or more of the foregoing), the Common Areas for the benefit and use of the Owners and their Permittees, or as otherwise specified:

(a) Cross Parking Easement. A nonexclusive easement for parking in the portions of the Common Areas developed as parking areas for the vehicles of Permittees thereon. There shall be cross parking rights on all designated parking areas within the Common Areas of each-all Lots.

(b) Access Easement. A nonexclusive easement in the Common Areas, including driveways, perimeter roads and access ways for vehicular and pedestrian use, ingress and egress, and including without limitation, driveways, perimeter roads and access ways, and access and the right of access over established circulation elements between the public streets and perimeter roads and access ways and any portion of the Development.

(c) Utility Easement. A nonexclusive easement in the Common Areas for the installation, use, inspection, testing, connection to, operation, maintenance, repair, replacement and removal of all or any part of: water lines and systems, telephone, telecommunications or cable television lines and systems, gas lines and systems, sanitary sewer lines and systems, storm sewers, drainage lines and systems, electrical lines and systems, and other utility lines or systems developed to serve one or more of the Lots; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of any other Lot or Improvements. The location of any such utility facilities shall be subject to the reasonable approval of the Owner of the burdened Lot, shall be located within or immediately adjacent to public utility easements or Lot lines, and when approved by such Owner, shall be evidenced by a recorded instrument legally describing and depicting the location of such easements. The Owner of each Lot shall cooperate in the granting of additional or appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Development. If an Owner, in the course of installing, using, testing, connecting to, operating, maintaining, repairing, replacing, or removing utility facilities on a Lot other than the Lot owned by the Owner, damages pavement, landscaping, or other Improvements on that Lot, such Owner shall promptly repair, at its sole cost and expense, all such damage and restore such Lot substantially to its prior condition and shall defend, indemnify and hold harmless and all other Owners or Tenants against all loss, liability, and costs (including reasonable attorneys' fees) which may result from the negligent act or omission of such Owner, its agents, employees or contractors. No Owner shall have the right to tie into utility facilities installed specifically to serve another Lot without the prior written consent of the Owner of the other Lot.

(d) Surface Water Drainage Easement. A non exclusive easement in the Common Areas for the flow of a reasonable volume of surface water to the nearest storm sewer or surface water inlet, drainage catch basin, or waterway; provided all surface water drainage from any

Lot shall be consistent with any approved drainage plan for the Development and shall be in accordance with all applicable laws, codes, and regulations of governmental authorities. The parties anticipate the establishment of detention facilities, as depicted on Exhibit B attached hereto and more particularly addressed below.

~~(d)~~(e) City Easement. To the City a permanent, non-exclusive easement in, to, on, over, through, upon, across or under the Property for the following purposes. The City or its designees shall have the right (but not the obligation) to enter upon and inspect Common Areas and related Improvements for compliance with requirements of this Declaration. In the event of any failure to care for or maintain or otherwise satisfy applicable requirements regarding said Common Areas or Improvements, the City or its designees, in addition to having the rights and remedies for breach described in Section 7.3 or otherwise under this Declaration, applicable law or equity, shall have the option (but shall not be obligated) to enter upon and take all actions with respect to the Property as the City Engineer determines necessary or appropriate to maintain, replace or repair, said Common Areas or Improvements in accordance with requirements of this Declaration or applicable laws, rules or regulations.

Formatted: Character scale: 100%

Formatted: List Paragraph, Left, Right: 0", No bullets or numbering, Tab stops: Not at 1.53" + 4.13"

Formatted: No underline

Formatted: No underline

Formatted: No underline

Formatted: No underline

Formatted: No underline

Formatted: No underline

Section 3.2 Nature of Easements and Rights Granted.

(a) Easements Appurtenant. The easement granted the City and eEach and all of the easements and rights otherwise granted or created herein are appurtenances to the Lots and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such Lots.

(b) Nature and Effect. Easements and related rights granted the City are made for the sole benefit of the City and shall be binding on the Property. Declarant and all successors and assigns of the Declarant or Property or any interest therein. Each and all of the other easements, covenants, conditions, restrictions and provisions contained in this Declaration:

- (i) Are made for the direct, mutual and reciprocal benefit of the Owners, Tenants and Permittees of the Lots;
- (ii) Create mutual equitable servitudes upon each Lot in favor of the other Lots, except as otherwise specifically set forth herein;
- (iii) Constitute covenants running with the land; and
- (iv) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Development at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, condition, restriction or provision in question, or to the extent that such easement, covenant, condition, restriction or provision is to be performed on such portion.

(c) Transfer of Title. The acceptance of any transfer or conveyance of title from any Owner or Tenant or their respective heirs, representatives, successors or assigns of all or any part of its interest in its Lot, or lease, or any portion thereof, shall be deemed to:

- (i) ~~Require the prospective~~ Constitute the agreement of the -grantee to agree not to use or occupy, or permit any other party to use or occupy, its Lot, ~~or~~

Improvements or Common Areas in any manner which would constitute a violation or breach of any of the easements, covenants, conditions, or restrictions contained herein; and

- (ii) Require any prospective leaseessee or other assignee to assume and agree to perform each and all of the obligations of the conveying party under this Declaration with respect to the Lot, ~~Improvements~~ or interest to be conveyed, Improvements or Common Areas; provided, however, lessors and other assignors shall continue to be jointly and severally liable with their respective lessees and assignees for said performance.

Section 3.3 Abandonment of Easements. After the expiration of the term of this Declaration, the easements granted pursuant to Section 3.1 hereof, or all or any part or parts thereof, subject to prior written approval of the City, may be abandoned and terminated only if the benefits and use thereof shall have ceased and cessation thereof continues for a continuous period of five (5) years. Thereafter, the then record owner of the fee of the Lot burdened with such easement may give written notice by United States certified mail, return receipt requested, mailed to the then record owner of the fee of the Lot(s) benefited by such easement and the then record owner, if any, of any leasehold interest in such benefited Lot(s), stating that such easement has been abandoned, and may-to be effective shall place of record in the Real Property Records of Sarpy County, Nebraska, the City Administrator's written approval and an affidavit that such abandonment has taken place and that such notice has been properly given. If the then record owner of the fee of the benefited Lot fails to place of record in the Real Property Records of Sarpy County, Nebraska, within ninety (90) days after the giving of such notice, an affidavit that such easement has not ceased to benefit or be used during such continuous five (5) year period, such easement shall thereupon be conclusively deemed abandoned and any person having or thereafter acquiring an interest in the Lot previously burdened shall hold and take such interest free of and unencumbered by such easement.

Section 3.4 Restriction. No Owner shall grant any easement for the benefit of any property not within the Development; provided, however, that the foregoing shall not prohibit the granting or dedicating of easements herein or otherwise by an Owner on its Lot to the City or other governmental authorities or to public utility companies.

Section 3.5 No Barrier Agreement. No barriers, fences, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Lots located in the Common Area available for pedestrian access, vehicular roadways or parking area, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Owners or Permittees of the rights and easements created by this Article III or by any other provision of this Declaration. The preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes, subject to approval of the City of La Vista Engineer. In addition, each Owner may temporarily close or block traffic on its Lot for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties that are additional to the easements set forth in this Declaration (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner shall give fifteen (15) days written notice to each other Owner of its intention to do so and shall attempt to coordinate such closing with each other Owner, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Lot as reasonably required for the purpose of repair, construction and reconstruction.

ARTICLE IV SHARED EXPENSES

Section 4.1 Detention Facilities. The Owners hereby agree to the following terms in connection with the use and maintenance of the detention facilities located on the Property, as identified on the Site Plan attached hereto as Exhibit B ("Detention Facilities"):

(a) Ownership. Each detention facility shall be owned by the Owner of the Lot upon which it is located. Pursuant to the easement set forth in Section 3.1(d) above, the Detention Facilities shall be deemed Common Areas and each Lot shall have the right to have its surface water flow over Common Areas into the Detention Facilities and shall have the burden of surface water flow over the Common Areas located on its Lot.

(b) Construction and Maintenance. Declarant shall design, construct, install, operate, replace, maintain and repair the Detention Facilities in a good and workmanlike manner.

(c) Cost. The Owner of each Lot shall contribute its proportionate share of the costs of design, construction, installation, operation, maintenance, repair and replacement of the Detention Facilities, which proportionate share shall be a percentage determined by dividing the square feet of land within an Owner's Lot by the total square feet of land within the Development. The Owner of each Lot shall reimburse the Declarant within ten (10) days after receipt of an invoice for its proportionate share of all costs associated with the installation and maintenance of the Detention Facilities, including but not limited to, insurance deductibles and premiums for insurance carried on the Detention Facilities and all maintenance, replacement and repair costs.

Section 4.2 Parking Lot. The Owners hereby agree to following terms in connection with the ownership and maintenance of the parking lots located on the Property, as identified on the Site Plan attached hereto as Exhibit B, including without limitation driving lanes, parking spaces and landscaping, ("parking area"):

Formatted: Highlight

(a) Ownership. Each parking area shall be owned by the Owner of the Lot upon which it is located. Pursuant to the easement set forth in Section 3.1(a) above, all of the parking areas in the Development shall be deemed Common Areas and available to the Owners and Permittees within the Development on a first-come first served basis.

(b) Construction and Maintenance. The Owner of the Lot upon which the parking area is located shall, at the Owner's sole cost and expense (subject to subsection (c) below) design, construct, install, operate, replace, maintain and repair the parking area located on its Lot in a good and workmanlike manner.

(c) Lots 3 and 4. The Owner of Lot 3 shall design, construct and install the parking area on Lot 3. The Owners of Lots 3 and 4 shall each contribute their proportionate share of the costs of operation, maintenance, repair and replacement of that certain portion of the parking area and main drives on Lot 3 identified on Exhibit C attached hereto (the "Shared Maintenance Area"). Each Owner's proportionate share shall be a percentage determined by dividing the square feet of all BuildingsImprovements within an Owner's Lot by the total square feet of all BuildingsImprovements located on Lots 3 and 4. The Owners of Lots 3 and 4 hereby acknowledge that the for purposes of this Section, "BuildingsImprovements" shall only mean buildings and not other improvements (such as parking areas or landscaping). Each Owner shall contribute its proportionate share within ten (10) days after receipt of an invoice for its proportionate share of all costs associated with the operation, maintenance, repair and replacement of the Shared Maintenance Area, including but not limited to, insurance deductibles and premiums for insurance carried on the Shared Maintenance Area, real estate taxes for the Shared Maintenance Area (the Owners shall determine an equitable allocation of the real estate taxes levied on Lot 3 between the Shared

Maintenance Area and the rest of the Lot) and all operating, maintenance, replacement and repair costs for the Shared Maintenance Area. Except for the Shared Maintenance Area, the Owners of Lots 3 and 4 shall be solely responsible for all costs associated with the parking areas, drives and other common areas located on the respective Lot.

Section 4.3 Sidewalks and all other Common Areas and related Improvements. *[Insert applicable provisions for any other common areas or improvements.]*

Section 4.43. City Costs. The City or its designees shall have the right (but not the obligation) to inspect Common Areas and related Improvements for compliance with this Declaration. In the event of any failure to care for or maintain or otherwise satisfy applicable requirements regarding said Common Areas or Improvements, the City or its designees, in addition to having the rights and remedies for breach described in Section 7.3 or otherwise under this Declaration, applicable law or equity, shall have the option (but shall not be obligated) to enter upon and take all actions with respect to the Property as the City Engineer determines necessary or appropriate to maintain, replace or repair said Common Areas or Improvements in accordance with requirements of this Declaration or applicable laws, rules or regulations. The Declarant and Owners shall reimburse the City for all costs and expenses incurred in taking any such actions, and the City shall be authorized to record and foreclose liens against the Property for any amount that is not paid within 30 days, plus attorneys fees and interest which shall accrue at the rate of 12% per year.

ARTICLE V RULES AND REGULATIONS

Section 5.1 Rules and Regulations. Declarant shall have the right to promulgate such rules and regulations as it deems necessary and each Owner shall have bound by such rules and regulations. The rules and regulations may govern and restrict the use of any area of the Development; provided, however, that the same must be reasonable and must not discriminate among Owners except to reflect their different rights as provided herein, and shall not be inconsistent with this Declaration. Upon adoption, the rules and regulations shall have the same force and effect as if set forth herein.

ARTICLE VI MAINTENANCE AND TAXES

Section 6.1 Maintenance by Owners. Each Owner and Tenant shall maintain or cause to be maintained, at its expense (subject to the partial reimbursement right set forth in Section 4.2 above), its Lot, including any adjacent Common Areas, public right-of-ways, and all Improvements completed thereon in a well-maintained, clean, neat, good, working and attractive condition and repair at all times and shall comply with all applicable laws, rules and regulations, including without limitation, all health, fire, building and safety ordinances, codes, regulations and requirements applicable thereto. Each Owner shall perform the following, at its sole cost and expense, for any portion of its Lot, including but not limited to Common Areas:

(a) Maintaining paved surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally approved by the Declarant, or such substitute as shall in all respects be equal in quality, use and durability to that originally approved and installed;

(b) Removing all paper, mud and sand, snow and ice, trash, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

Formatted: Font: Italic

Formatted: Font: Italic

Formatted: Font:

Formatted: Justified

Formatted: Font:

Formatted: Font:

Formatted: Font: (Default) Times New Roman, 11 pt

Formatted: Font: (Default) Times New Roman, 11 pt, Font color: Red

Formatted: Font: (Default) Times New Roman, 11 pt, Font color: Red

Formatted: No underline, Font color: Red

Formatted: Font: (Default) Times New Roman, 11 pt, Font color: Red

Formatted: No underline, Font color: Red

Formatted: Font: (Default) Times New Roman, 11 pt, Font color: Red

Formatted: No underline, Font color: Red

Formatted: Font: (Default) Times New Roman, 11 pt, Font color: Red

Formatted: Font: Font color: Red

Formatted: No underline, Font color: Red

Formatted: Font: (Default) Times New Roman, 11 pt, Font color: Red

Formatted: No underline, Font color: Red

Formatted: Font: (Default) Times New Roman, 11 pt, Font color: Red

Formatted: Font: (Default) Times New Roman, 11 pt, Underline, Font color: Red

(c) Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities (including lighted signs) as shall be required or permitted;

(e) Maintaining all signs and all perimeter walls and exterior building walls (including, but not limited to, all retaining walls) and other exterior surfaces in a good condition and state of repair;

(f) Maintaining, mowing, weeding, thinning, trimming, watering, fertilizing, cultivating and pruning all landscaped areas, including any adjacent public right-of-ways, to maintain the same in a neat, well-groomed condition, and replacing as necessary shrubs and other landscaping on a regular basis; dead or dying plants shall be removed within thirty (30) days; all plants and trees are to be irrigated as often as necessary to maintain healthy growing conditions; Owners shall also adjust tree guys, stakes, etc., on a regular basis to maintain a neat appearance and to prevent damage to trees;

(g) Promptly removing all graffiti or other similar markings from all perimeter walls, exterior building walls and other exterior surfaces, paved areas and other portions of any Improvements;

(h) Maintaining any pedestrian, vehicular or other easements granted or reserved pursuant to the terms and conditions of this Declaration; and

(i) In the event any act, omission or condition caused by any Owner or its Tenant or Permittees results in the destruction or removal of any landscaping or other Improvements within the Common Areas, such Owner shall repair and replace, in a good and workmanlike manner, free of liens and to as good a condition as the condition of such Improvements prior to such destruction or removal, all such Common Area Improvements. Any landscape Improvements shall be promptly replaced with landscaping and other materials of like size and kind as approved by the Declarant and the Association.

Section 6.2 Taxes and Assessments. Except for the taxes levied on the Shared Maintenance Area which shall be shared in accordance with Section 4.2 above, each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Lot and any Improvements located thereon, and any personal property owned or leased by such Owner in the Development, provided that if such taxes or assessments or any part thereof may be paid in installments, each Owner may pay each such installment as and when the same becomes due and payable. Nothing contained herein shall prevent any Owner from contesting at its cost and expense any taxes and assessments with respect to its Lot in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time such contest is concluded (allowing for appeal to the highest appellate court), the contesting Owner shall promptly pay all taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

Section 6.3 Maintenance Standard. Notwithstanding anything in this Declaration to the contrary, the Development and all parts and improvements therein or thereof shall be maintained in neat, clean, good and working order, condition and repair.

Formatted: Indent: Left: 0"

ARTICLE VII

MISCELLANEOUS

Section 7.1 Rights and Obligations of Lenders. Except for any lien imposed by the City, if by virtue of, any right or obligation set forth herein a lien shall be placed upon the Lot of any Owner hereto, such lien shall expressly be subordinate and inferior to the lien of any first lien holder now or hereafter placed on such Lot. Any holder of a first or other lien on any Lot, and any assignee or successor in interest of such first or other lien holder, shall be subject to the terms and conditions of this Declaration.

Section 7.2 Release from Liability. Except as otherwise provided in this Declaration, aAny person acquiring fee or leasehold title to any Lot, shall be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Lot or portion of the Lot, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section 407.2, the easements, covenants and restrictions in this Declaration shall continue as easements on the Property or to be benefits to and servitudes upon said Lots running with the land.

Section 7.3 Breach.

(a) Remedies. If any Owner shall fail to perform any material covenant or condition contained in this Declaration, the aggrieved Owner(s) shall give the defaulting Owner at least thirty (30) days written notice of such alleged default. If such default shall not have been cured within said period of thirty (30) days after the service of notice of default (or if such default be not reasonably susceptible of being cured within said period of thirty (30) days, and said defaulting Owner shall not have in good faith commenced curing such default within said thirty (30) day period and shall not thereafter prosecute curing such default with diligence and continuity to completion) the aggrieved Owner(s) may institute legal proceedings for full and adequate relief from the consequences of said default or threatened default.

(b) Right of Entry. The defaulting Owner hereby grants to the aggrieved Owner(s) nonexclusive right of entry and non-exclusive easements across and under any and all parts of the defaulting owners Lot (excluding the right to enter in or upon any Buildings on such Lot) for all purposes reasonably necessary to enable the aggrieved Owner(s) (acting directly or through agents, contractors or subcontractors) to perform any of the terms, provisions, covenants or conditions of this Declaration which the defaulting Owner shall have failed to perform, after notice and time to cure, as aforesaid, but only such notice and time to cure as shall be reasonable or practicable under the circumstances need be given in the event of any emergency. Any amounts so expended may be withheld from amounts otherwise payable to the defaulting owner or collection may be sought otherwise and in any event the defaulting Owner shall pay such amount with interest at the rate of two percent (2%) per annum over the then existing prime rate of interest announced from time to time by Citibank, N.A. or its successors (but in no event exceeding the maximum rate per annum permitted by law).

Section 7.4 Non-Merger. This Declaration shall not be subject to the doctrine of merger.

Section 7.5 Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

Section 7.6 Entire Agreement. This Declaration constitutes the entire declaration of the Declarant and agreement between the Owners hereto as to the matters set forth in this Declaration. This Declaration, once executed and delivered, shall not be modified or altered in any respect except upon the

execution of a modification or alteration by Declarant and a majority of the Owners, which modification or alteration shall be subject to written approval of the City Administrator and recorded in the official land records of Sarpy County, Nebraska.

Section 7.7 Estoppel Certificates. Each Owner shall upon not less than thirty (30) days from receipt of written notice from any other Owner execute and deliver to such other Owner a certificate stating that (a) either this Declaration is unmodified and in full force and effect or is modified (and stating the modification); and (b) whether or not to the best of its knowledge the other Owner or Owners are in default in any respect under this Declaration and if in default, specifying such default.

Section 7.8 Notice. Any notice required or permitted to be given under this Declaration shall be in writing and shall be made by personal delivery or deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, or deposit with a recognized national overnight courier and addressed to the Owner being notified at the address given below (or such other address which any Owner may designate for itself from time to time hereafter by written notice to the other Owners):

If to Declarant: Southport West Partners, LLC
c/o CB Richard Ellis/Mega
11213 Davenport Street, Suite 300
Omaha, Nebraska 68154
Attn: Dean Hokanson

If to Owner/Tenant: To the party at the street address of the Lot owned or occupied.

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication.

Section 7.9 Assignment. The rights and obligations of any Owner hereunder may be assigned in whole or in part to any person acquiring the entire interest of such Owner in its Lot or to one or more ground lessees or lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or lease between such Owner and such ground lessee or lessee.

Section 7.10 Exhibits. Each reference herein to an exhibit refers to the applicable exhibit that is attached to this Declaration. All such exhibits constitute a part of this Declaration and by this reference are expressly made a part hereof.

Section 7.11 Limitation of Liability. Except as otherwise provided in this Declaration, aAny person acquiring fee or leasehold title to any of the Lots or any portion thereof, shall be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Lot or portion of the Lot; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Section, the easements, covenants and restrictions in this Declaration shall continue to be as easements on the Property or benefits to and servitudes upon said tracts running with the land.

Section 7.12 Term of this Declaration. This Declaration shall be effective as of the date first above written and shall continue in full force and effect until December 31, 2064. At any time within one year prior to December 31, 2063, and each 20-year period thereafter (each such date being referred to as a "Termination Date"), by written declaration signed and acknowledged by a majority of the approving Owners and duly recorded with the Recorder of Deeds for Sarpy County, Nebraska, terminate this Declaration, effective as of the next Termination Date. Failing such termination, this Declaration shall automatically be renewed and extended for successive period of 20 additional years, subject to the right of the ~~the~~ vote of the majority of the Owners to terminate this Declaration. Provided, however, termination of this Declaration, to be effective, shall require the prior written approval of the City and shall be recorded with the terminating declaration. Notwithstanding the foregoing, the easements referred to in Article III hereof shall continue in full force and effect as provided herein. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except as relates to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this Declaration shall not limit or affect any remedy at law or in equity that an Owner may have against any other Owner with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

Section 7.13 Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Declaration as of the day and year first written above.

SOUTHPORT WEST PARTNERS, LLC,
a Nebraska limited liability company,

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) SS
_____)

On this _____ day of _____, 2014, before me, a Notary Public in and for said county and state, personally appeared _____, who executed the foregoing Declaration, and acknowledged before me that he/she was duly authorized and did execute the same as _____ of Southport West Partners, LLC, a Nebraska limited liability company, on behalf of the company.

GIVEN under my hand and Notarial Seal, this _____ day of _____ 2014.

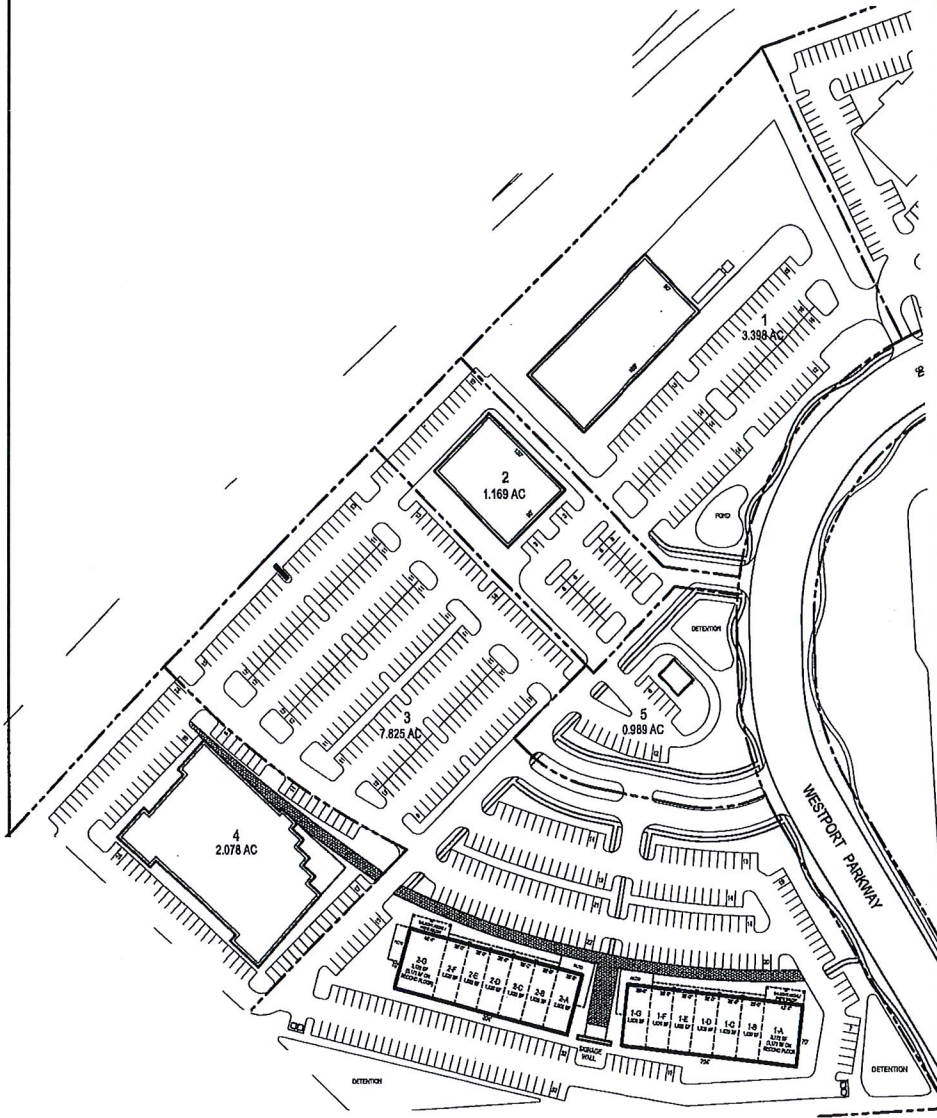
Notary Public
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

| Lots ~~2, 3, and 1~~ - 5 Southport West Replat 5, Sarpy County , Nebraska.

EXHIBIT "B"



Site Plan

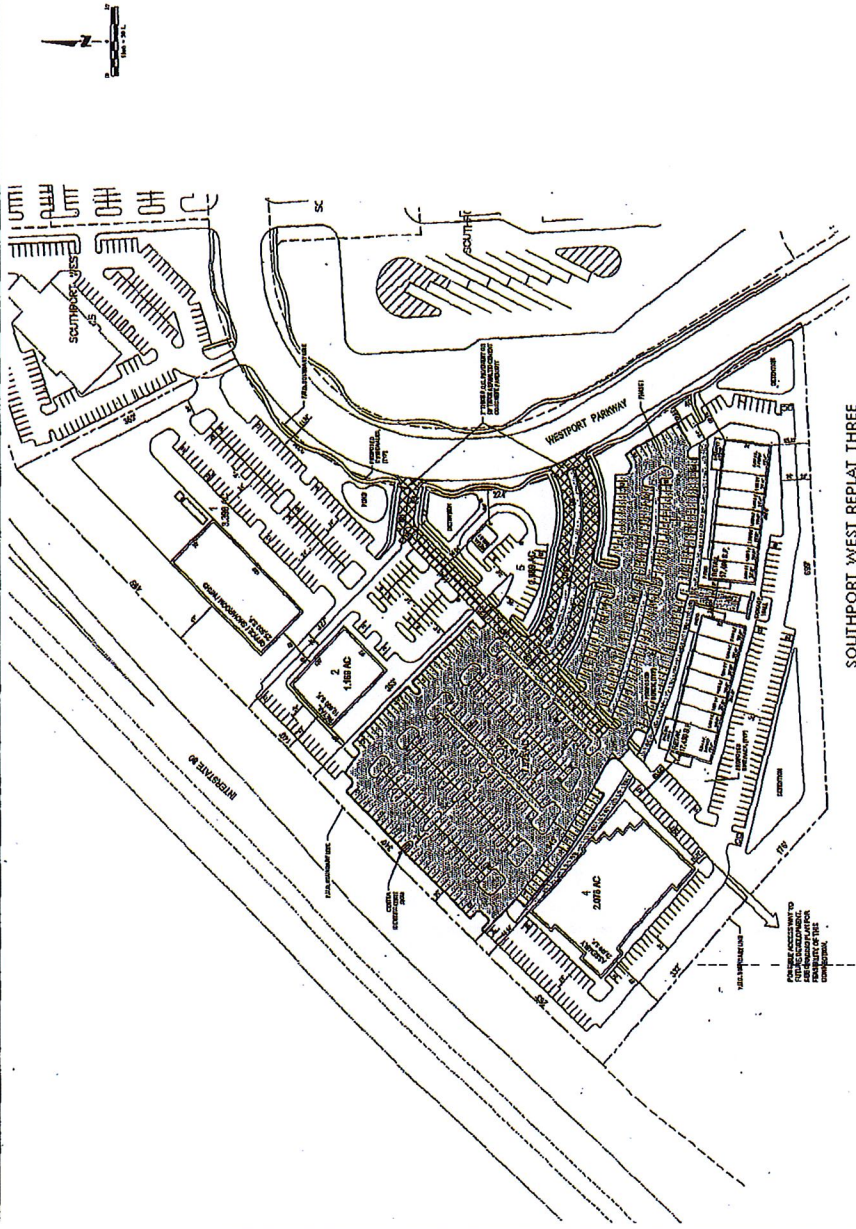


Shoppes at Southport West

LaVista, NE
July 16, 2014



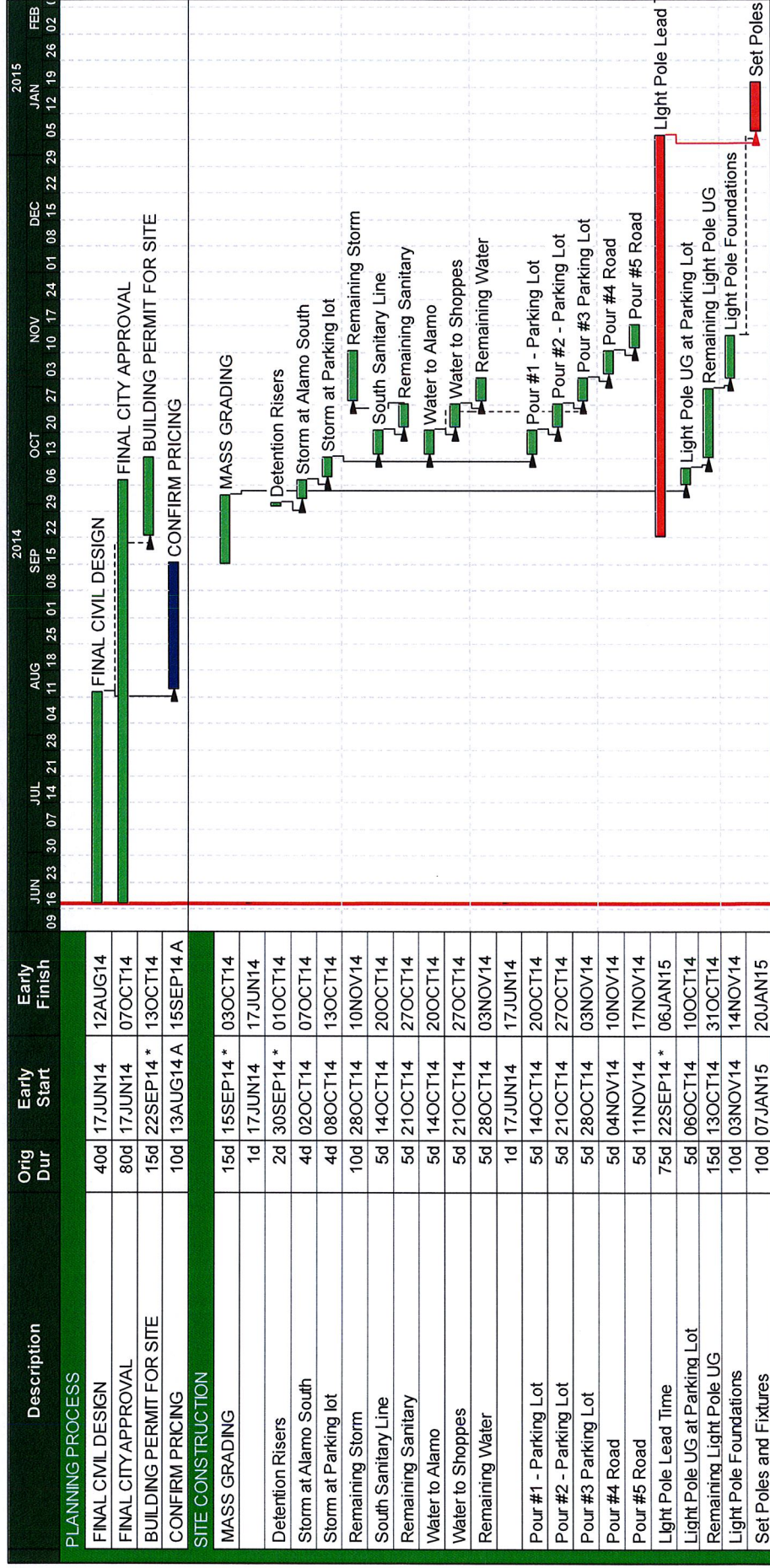
EXHIBIT "C"



SOUTHPORT WEST REPLAT THREE

Shared Maintenance Area

DRAFT



The Weitz Company
Southport West Replat - Exhibit I

Start date	17JUN14
Finish date	20JAN15
Data date	17JUN14
Run date	30SEP14
Page number	1A
© Primavera Systems, Inc.	

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point