



**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2015-CUP-01
2015-SUB-01
2015-ZMA-01

FOR HEARING OF: March 19, 2015
Report Prepared on March 9, 2015

I. GENERAL INFORMATION

- A. APPLICANT:** SGTS LLC
- B. PROPERTY OWNER:** SGTS LLC
- C. LOCATION:** $\frac{1}{2}$ Mile south of the intersection of 126th Street and West Giles Road
- D. LEGAL DESCRIPTION:** Lot 1, Sarpy County Industrial Park Replat 2 to be replatted as Lot 2, Sarpy County Industrial Park Replat 3
- E. REQUESTED ACTION(S):** Conditional Use Permit, Replat, and Rezoning from I-1 to I-2.
- F. EXISTING ZONING AND LAND USE:**
I-1 Light Industrial; the property is currently vacant.
- G. PROPOSED USES:** The Conditional Use Permit would allow for a Self-Storage Facility consisting of 9 self-service storage buildings, one with an office.
- H. SIZE OF SITE:** 7.27 acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** Vacant, mostly flat with a moderate downgrade on the south and west edges abutting Westmont Creek.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** Sarpy County Industrial Park; I-1 Light Industrial
 2. **East:** Papio Valley 2 Business Park; I-2 Heavy Industrial
 3. **South:** Papillion, Pink Industrial Park; Agricultural and Limited Industrial
 4. **West:** CLAAS Omaha; I-2 Heavy Industrial

C. RELEVANT CASE HISTORY:

1. The proposed replat will create a parcel that exists within the jurisdictions of both the City of La Vista and the City of Papillion.

D. APPLICABLE REGULATIONS:

1. Section 5.13 of the Zoning Regulations – I-1 Light Industrial
2. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial
3. Article 6 of the Zoning Regulations – Conditional Use Permits
4. Section 7.06 of the Zoning Regulations – Schedule of Minimum Off-Street Parking Requirements
5. Section 3.07 of the Subdivision Regulations – Replats

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates this property for industrial uses.

B. OTHER PLANS: N/A

C. TRAFFIC AND ACCESS:

1. Access will be from proposed egress / ingress to 126th Street and a proposed blanket easement provides for future access to the south.

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

F. PARKING REQUIREMENTS: The site plan exceeds parking minimums set by the Zoning Ordinance.

G. LANDSCAPING: Development of this lot will need to be landscaped according to Section 7.17 of the La Vista Zoning Ordinance.

IV. REVIEW COMMENTS:

1. The applicant has requested a rezoning of the subject property from I-1 Light Industrial to I-2 Heavy Industrial. Because a self-storage facility is a conditional use in either the I-1 or I-2 zoning districts, a rezoning of the property is not warranted. Staff will not support a rezoning of the property from I-1 to I-2.
2. If City Council does not approve of the rezoning, notations will need to be removed from the preliminary plat drawing regarding the “proposed outdoor storage”.
3. The applicant must provide a landscaping plan as an exhibit to the Conditional Use Permit.
4. Prior to building permit issuance, a statement by a qualified environmental specialist will be needed to indicate whether jurisdictional waterways or wetlands exist or are believed to exist.

5. Additionally, a floodplain development permit will be required prior to any building permit issuance on this project.

V. STAFF RECOMMENDATION – ZONING MAP AMENDMENT:

Staff recommends denial of the rezoning request.

VI. STAFF RECOMMENDATION - REPLAT:

Staff recommends approval of Sarpy County Industrial Park Replat 3.

VII. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT (CUP):

Staff recommends approval with a condition that a satisfactory landscaping plan is provided prior to review by the City Council.

VIII. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Review comments from the City Engineer and Chief Building Official
3. Replat Documents
4. Draft Conditional Use Permit

IX. COPIES OF REPORT TO:

1. Ram Hingorani, SGTS LLC
2. Matt Hubel, The Schemmer Associates
3. Mark Stursma, City of Papillion Planning Director
4. Public Upon Request

CAS

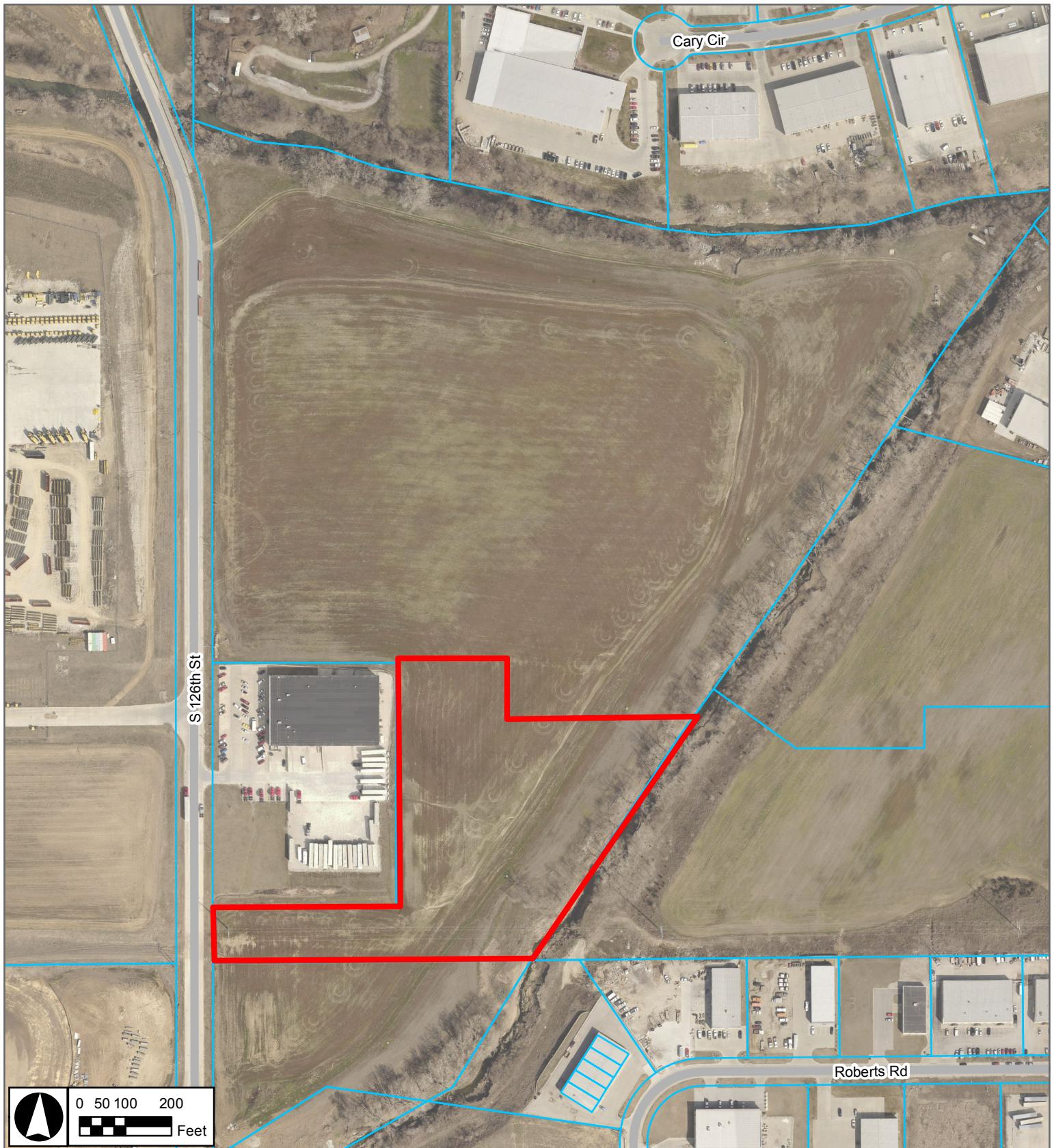
Prepared by

Am Brink

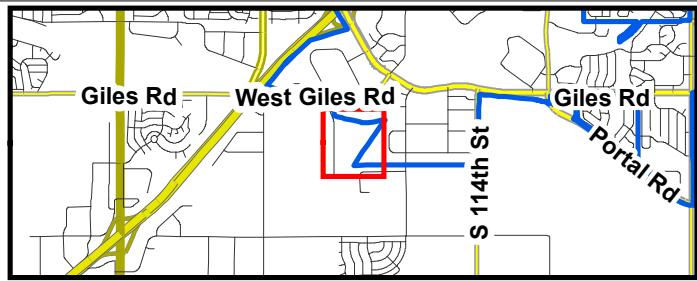
3-10-15

Community Development Director

Date



Project Vicinity Map



126th & West Giles Storage Facility

3-9-2015
CSB





February 9, 2015

Mr. Christopher Solberg
City Planner
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

RE: Conditional Use Permit & Replat
126th & West Giles Storage Facility
Review of Replat Submittal

Chris:

I have reviewed the documents that I received from you for replatting of Lot 1, Sarpy County Industrial Park Replat 2.

Preliminary Plat:

1. The preliminary plat drawings include notations about "proposed outdoor storage" which need to be removed.
2. The preliminary plat shows proposed grades steeper than 2.5 horizontal to 1 vertical. The proposed grades need to be revised or an engineering justification provided as to the stability of the proposed slopes.
3. Sheet C1-01 shows significant proposed grading over the existing Westmont Creek Sanitary Outfall Sewer. The proposed grading needs to be approved by the owner of the sanitary sewer (Sarpy County Public Works).
4. At least one sheet of the preliminary plat documents, probably Sheet C1-01, needs to show the entire property addressed by the preliminary plat (Lots 1 and 2 of Sarpy County Industrial Park Replat 3).
5. On Sheet 0 add notations about existing and proposed zoning.
6. A statement by a qualified environmentalist is needed that indicates whether jurisdictional waterways or wetlands exist or are believed to exist.
7. The proposed blanket easement notation on Sheet C1-05 needs to include utilities such as water and storm sewers.

Final Plat:

8. The square footage of each lot needs to be stated in accordance with 3.05.09 of the subdivision regulations.
9. Provide a statement that there are no mortgage holders on the property.

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

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

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

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

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

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

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

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

10. Space for the Register of Deeds certification per 10.05 of the subdivision regulations was not provided.
11. The language in the surveyor's certification needs revised to conform to the requirements of 10.02 of the subdivision regulations.
12. Unless a separate easement document is proposed there needs to be identification of the blanket easement over Lot 2 for access, drainage and utilities as proposed in the preliminary plat.
13. The existing PCSMP easement areas on Lot 1 need to be illustrated on the final plat.

Drainage Study:

14. The drainage study will need to be signed and sealed by the responsible engineer.
15. A drainage area map needs to be provided.
16. In comparing the Total Post-Project Runoff in Table 3 from the 126th and West Giles Distribution Center drainage study to the Total Pre-Project Runoff in Table 1 in the drainage study submitted for this replat there are large increases. While there is an increase in the area involved in Table 1 runoff numbers, please provide calculations that support the increase.

Subdivision Agreement:

17. Attached is a redlined copy of the subdivision agreement with my recommendations for revisions.

A floodplain development permit will be required prior to issuing any building permits on this project.

I recommend that a copy of this application package be provided to the City of Papillion for their review since this development will straddle the zoning jurisdiction between the two cities.

Please feel free to contact me if you have questions.


John M. Kottmann
City Engineer
Cc file

**SUBDIVISION AGREEMENT
SARPY COUNTY INDUSTRIAL PARK REPLAT 3**

This Subdivision Agreement (the "Agreement") is made this _____ day of February, 2015 by and between SGTS, LLC, a Nebraska limited liability company ("Subdivider"), and the CITY OF LA VISTA, NEBRASKA ("City").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit "A" (hereinafter referred to as "Property"); and

WHEREAS, a portion of the Property is within the corporate limits of the City and the City's zoning and platting jurisdiction, and a portion of the Property is located within the corporate limits of the City of Papillion, Nebraska ("Papillion") and Papillion's zoning and platting jurisdiction; and

WHEREAS, the portion of the Property which is within the corporate limits of the City was originally platted as Lot 1 Sarpy County Industrial Park Replat 2, a platted and recorded subdivision in Sarpy County, Nebraska ("Lot 1"); and,

WHEREAS, the Subdivider proposes to construct on a portion of Lot 1, as originally platted, a self-service storage facility ("Building"), and to do so requests division of Lot 1 into two lots, as depicted in Exhibit "B" (the "Replatted Area"); and,

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

WHEREAS, the Subdivider and City desire to agree on various matters related to the proposed Building project, including without limitation, the relationship between the City and the City of Papillion's joint review of certain building permits, easements, post construction water management plans, and the method for the installation and allocation of expenses for public improvements to be constructed in the Property, all as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above the following is agreed among the parties hereto:

1. Public improvements. Attached hereto as Exhibit "C" and incorporated herein by reference are plats showing the public improvements to be installed or otherwise made on the Property, including without limitation relocation of storm sewer and post construction stormwater management facilities, and relocation of sanitary sewer (hereinafter referred to as "Improvements" or "Public Improvements"). All design, location, plans and specifications of the Improvements must receive the approval of (i) the Public Works Department of the City and (ii) the appropriate department of Papillion, in each case prior to construction. Public Improvements in the Replatted Area shall be constructed in accordance with approved plans and specifications to the satisfaction of the City Engineer. Subdivider shall provide the City at no cost test results and reproducible copies of construction record drawings and specifications of Public Improvements satisfactory to the City Engineer. By entering into this Agreement, Subdivider

acknowledges that it shall be required to obtain joint review of any building permits which occur in the City and/or Papillion, as applicable.

2. Payment for Public Improvements. The Subdivider shall pay the entire cost of all the Public Improvements and City shall not pay for any costs associated with Public Improvements, including without limitation the relocation of public storm and sanitary sewers. Prior to recording of the proposed plat shown on Exhibit "B", as finally approved by the City, the Subdivider, in addition to any other bonds required by Nebraska law, will present to the City for the benefit of the City binding performance bonds in an amount of 110% of the total estimated costs of the Public Improvements to be constructed or otherwise made by the Subdivider which are set forth on Exhibit "C". Said bonds shall be written by a surety and in form and content satisfactory to the City Engineer, include a two-year warranty period, and by their terms be enforceable by the City.
3. Maintenance of Public Improvements. City shall maintain the Public Improvements shown on Exhibit "C" (relocated storm and sanitary sewers) after completion of the construction of the Public Improvements by the Subdivider and granting of easements to the City by the Subdivider, to the satisfaction of the City Engineer.
4. Right to connect to City sewer system. The Property is located within the Wastewater Service Area covered by an agreement between the City and City of Omaha. Said agreement requires the City to approve all connections that ultimately receive treatment of sewage by the City of Omaha. The City hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer system of the Property to the City sanitary sewer system, subject to obtaining proper permits and connection agreements in form and content satisfactory to the City Engineer, and paying the applicable fees. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any industry, or other sewer user within the area to be developed, which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statutes, rules, or regulations.
5. Sewer Connection/Drainage Fee. The Subdivider represents and warrants to the City that Subdivider has previously made payment of the sewer connection fee for Lot 1 (subject to verification by the City and payment by Subdivider of any unpaid amounts) in the amount of [\$ _____] to the City. The property on which payment has previously been made is illustrated on Exhibit "D" attached hereto and incorporated by reference. The City imposes a special sewer/drainage fee. The City will collect this fee and remit a portion of the fee to the City of Omaha in accordance with the Wastewater Service Agreement between the City and the City of Omaha. Payment shall be made to the City prior to receiving a building permit to construct improvements on any portion of the Property. Payment shall be based on the current rates in effect at the time of building permit. The fee at the current rates in effect upon execution of this Subdivision Agreement is [\$ _____], computed as follows:

6. Watershed Management Fee. The Subdivider shall make payment to the City for Watershed Management Fees. The City will collect this fee and remit it to the Papillion Creek Watershed Partnership. This fee is computed as follows for the portion of Lot 1 on which new development or significant redevelopment is to occur. Lot 1 is illustrated on Exhibit "D" attached hereto and incorporated by reference. Payment shall be made to the City prior to receiving a building permit to construct improvements on any portion of the Property. Payment shall be based on the current rates in effect at the time of the building permit. The fee at the current rates in effect upon execution of this Subdivision Agreement is [\$] computed as follows:

[\$]

7. Floodplain/Floodway. Location and components of the Building in relation to existing floodplain and floodway, and compliance with applicable stormwater management policies, including without limitation, the Papillion Creek Watershed Stormwater Management Policies - Policy Group #5 for Floodplain Management, shall be demonstrated by the Subdivider and subject to review and approval to the satisfaction of the City Engineer and Papillion. By entering into this Agreement, the City acknowledges that Papillion may review and approve the post-construction stormwater management plan on behalf of the City since both municipalities utilize the same standards.

8. Drainage Calculations and Map. Subdivider, prior to the City's execution and delivery of the final plat to the Subdivider, shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City Engineer setting forth easements required to convey major storm sewer events (hundred year flood) over the surface of the Property, which easements Subdivider shall provide in the plat or other instruments, in form and content satisfactory to the City Engineer.

9. Easements. All easements required by the Subdivider, City, or any other party, for existing, proposed, or relocated public or private or shared improvements, including without limitation, sewers, utilities, roads or other infrastructure or improvements, shall be granted by the final plat or by other separate instruments, in form and content satisfactory to the City Engineer ("Easements"). The Easements shall specifically include (i) that if one lot of the Replatted Area is ever owned separately from the other lot of the Replatted Area, ingress, egress and parking shall be provided to both lots in the form of a cross-easement, and (ii) a drainage easement will be required around the stormwater management pond as shown on the Replatted Area, and such easement shall include a maintenance agreement. Release of the final plat for recording shall be conditioned on execution, delivery and recording of said Easements with the final plat. Copies of recorded Easements shall be provided to the City.

10. City Access/Repair, Etc. The City and its respective employees and agents, each shall have a perpetual easement and right, but not any duty, of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection, testing and work as follows. In the event City determines construction, replacement, repair or maintenance of any Public Improvements is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without

obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the 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, as the case may be, shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure.

11. Infrastructure and Easements at Private Expense. The cost of all infrastructure, improvements and Easements within and serving the Replatted Area shall be constructed, maintained and provided at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider, and no part thereof shall be the responsibility or expense of City.
12. Binding effect. This Agreement shall be binding upon the parties, their respective successors, and assigns.
13. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Property (including 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.
14. Incorporation by Reference. Recitals at the beginning of this Agreement, and all exhibits, documents or instruments referenced in this Agreement, are incorporated into this Agreement by reference.
15. 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.
16. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
17. 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.
18. 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.

19. Filing of Record. The Subdivider, at its expense when recording the final plat and Easements, 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.
20. Agreements Herein Constitute Covenants Running with Land. This Agreement and the agreements and understandings contained or incorporated herein constitute covenants running with the land and shall be binding upon the Subdivider and all of Subdivider's successors, heirs, assigns, lenders, mortgagees and others gaining or claiming an interest or lien in or against Subdivider or any property within the Replatted Area. This Agreement shall be subject to approval of the governing body of the City and cannot be changed without approval of said governing body and a written amendment executed by proper officials of the City. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent modified by this Agreement. City has the right, but not the obligation, to enforce any and all covenants.

[The remainder of this page intentionally left blank; signature page follows]

Subdivider: *W. A. B. & T. Co.*
Subdivider: *Subdivider for the City of Sarpy*
Subdivider: *Subdivider for the City of Sarpy*
Subdivider: *Subdivider for the City of Sarpy*



CITY OF LA VISTA
PLANNING DEPARTMENT
8116 Park View Boulevard
La Vista, NE 68128
PH: 402-331-4343

ANN BIRCH-COMMUNITY DEVELOPMENT DIRECTOR
CHRIS SOLBERG, AICP- CITY PLANNER
E-MAIL: csolberg@cityoflavista.org
2015-CUP-01, 2015-SUB-01
DATE: Tuesday, January 06, 2015

ORGANIZATION	REVIEW REQUIRED	ORGANIZATION	REVIEW REQUIRED
City Administrator- Brenda Gunn	Y	La Vista Police Department	Y
Assistant City Administrator- Rita Ramirez	Y	Papillion/La Vista Fire Marshall	Y
Community Development Director- Ann Birch	Y	Papillion/La Vista Public Schools	
City Planner- Chris Solberg	Y	Millard Fire Department	
Chief Building Inspector- Jeff Sinnett	Y	Sarpy Public Works	
City Engineer- John Kottmann	Y	Sarpy County Sheriff	
La Vista Public Works	Y	Millard Public Schools	

PROJECT DESCRIPTION: SGTS LLC seeks a replat of Lots 1 and 2 of Sarpy County Industrial Park Replat 2 and a Conditional Use Permit to operate a storage facility on Lot 2 of Sarpy County Industrial park Replat 3. In addition, SGTS has applied for a Rezoning of that lot from I-1 to I-2.

Please provide and comments or recommendations you may have to the City of La Vista Planning Department no later than **Monday, January 19, 2015**. You may submit comments via the following:

Mail:

Chris Solberg, City Planner
La Vista City Hall
8116 Park View Boulevard
La Vista, NE 68128

E-Mail:

csolberg@cityoflavista.org

If you have any questions or concerns, please contact Chris Solberg at (402) 331-4343

NO COMMENTS

COMMENTS (SEE ATTACHED)

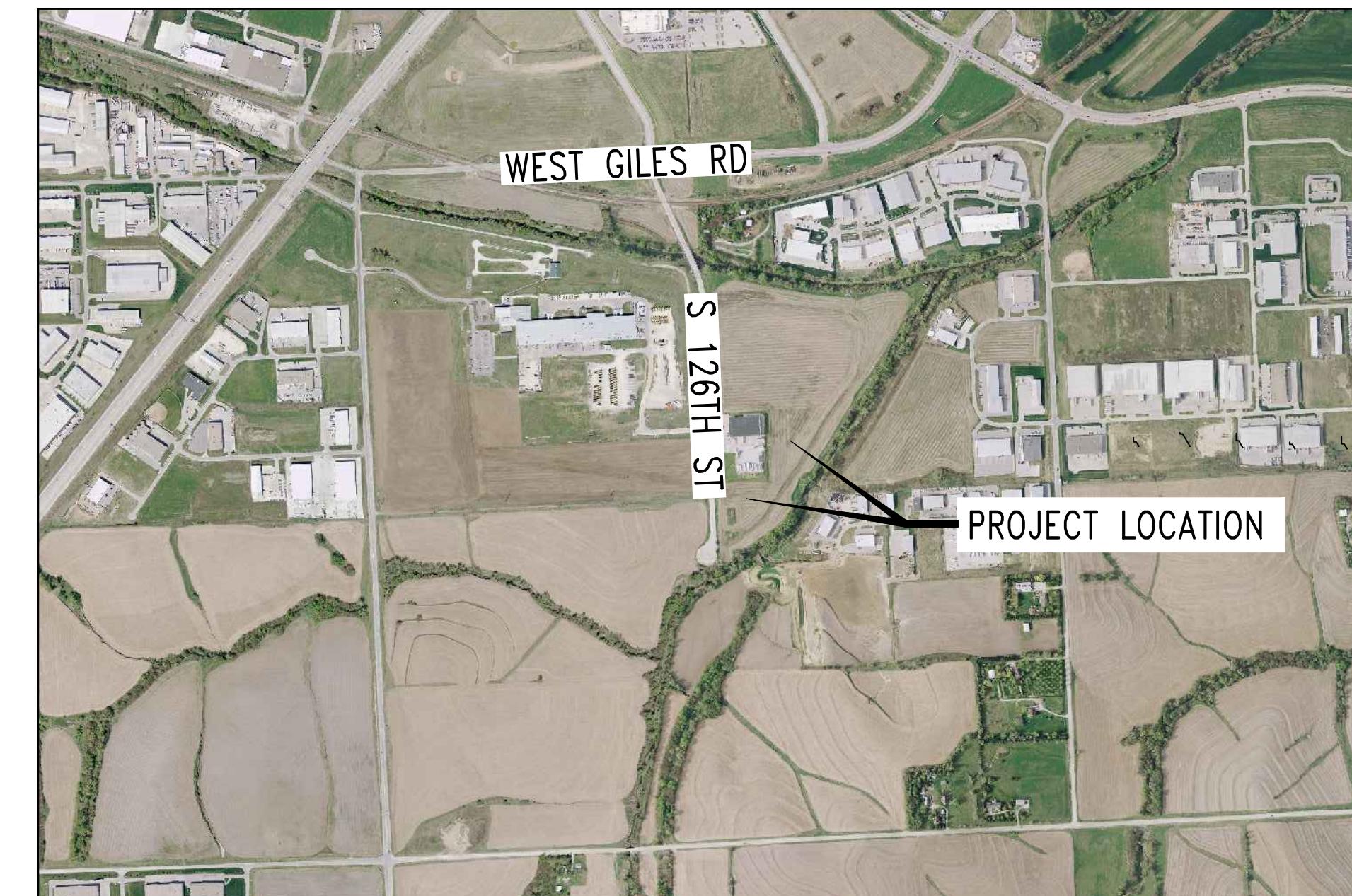
Signature

Signature

CS - with plat on CUP
let zoning change would fit
spec zoning for a storage tank

SARPY COUNTY INDUSTRIAL PARK REPLAT 3 PRELIMINARY PLAT

LOTS 1 AND 2 LA VISTA, NEBRASKA



1 LOCATION MAP
NO SCALE



DRAWING INDEX:

GENERAL

0 COVER SHEET

CIVIL

- C0-01 PRELIMINARY PLAT
- C1-01 OVERALL DEVELOPMENT PLAN
- C1-02 SITE PLAN
- C1-03 SEDIMENT & EROSION CONTROL PLAN
- C1-04 SITE UTILITY PLAN
- C1-05 POST CONSTRUCTION STORMWATER MANAGEMENT PLAN
- C1-06 EASEMENT PLAN

OWNER: SGTS LLC
8719 S. 135TH ST
OMAHA, NE 68138

SUBDIVIDER: SGTS LLC
8719 S. 135TH ST
OMAHA, NE 68138

ENGINEER: THE SCHEMNER ASSOCIATES
1044 N. 115TH ST, SUITE 300
OMAHA, NE 68154

SURVEYOR: THE SCHEMNER ASSOCIATES
1044 N. 115TH ST, SUITE 300
OMAHA, NE 68154

NOTE:
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The logo for the Diggers Hotline of Nebraska. It features a dark blue background with a white outline of the state of Nebraska. Inside the state outline, the text "DIGGERS HOTLINE" is on the top line and "OF NEBRASKA" is on the bottom line, both in white capital letters. To the right of the state outline is a white circle with a red border. Inside the circle, there is a black silhouette of a person digging with a shovel, and a diagonal line through the circle from the top-left to the bottom-right, indicating that digging is prohibited.

SARPY COUNTY INDUSTRIAL PARK REPLAT 3
LOTS 1 AND 2
PRELIMINARY PLAT
LA VISTA, NEBRASKA

COVER SHEET

SCHENMER

ARCHITECTS | ENGINEERS | PLANNERS

0





SCHÉMME R

ARCHITECTS | ENGINEERS | PLANNERS

MJH

CHECKED:

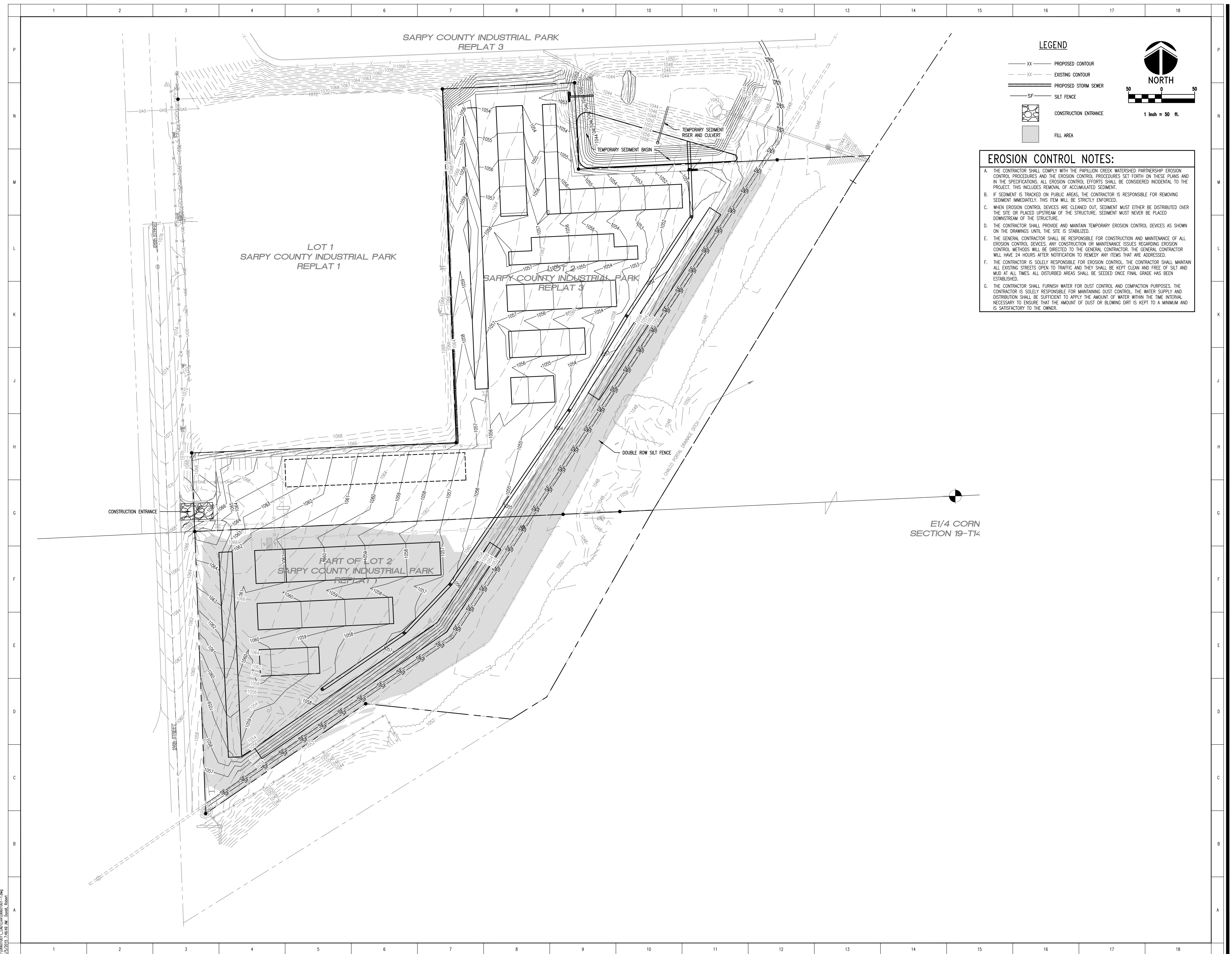
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PRELIMINARY PLAT
LA VISTA, NEBRASKA

SITE PLAN

T NO.: 06601.001

1-02



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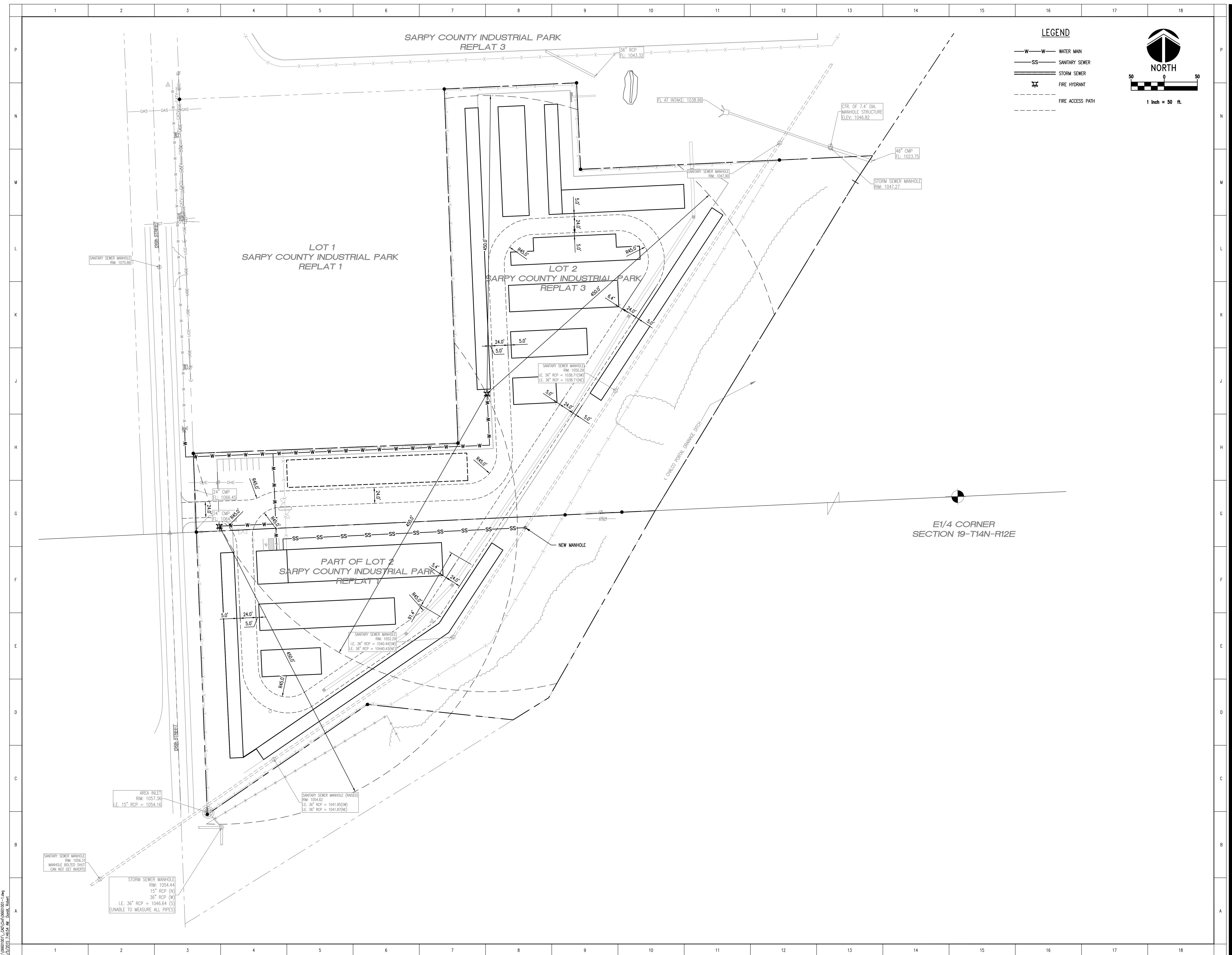
ARCHITECTS | ENGINEERS | PLANNERS

**PRELIMINARY PLAT
LA VISTA, NEBRASKA**

SEDIMENT & EROSION CONTROL PLAN

T NO.: 06601.001

1-03



SCHÉMME R

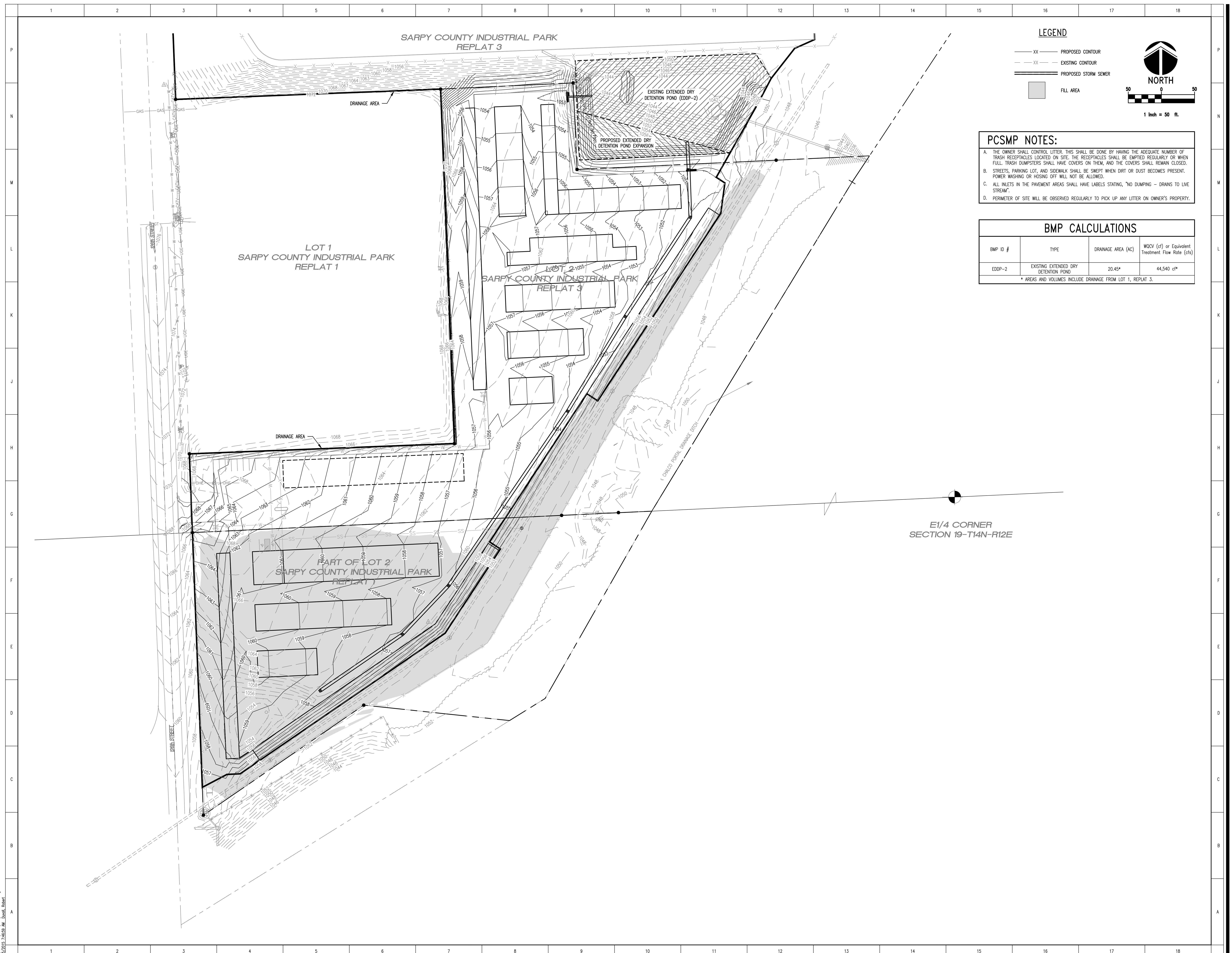
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**PRELIMINARY PLAT
LA VISTA, NEBRASKA**

SITE UTILITY PLAN

T NO.: 06601.001

1-04



SCHÉMME R

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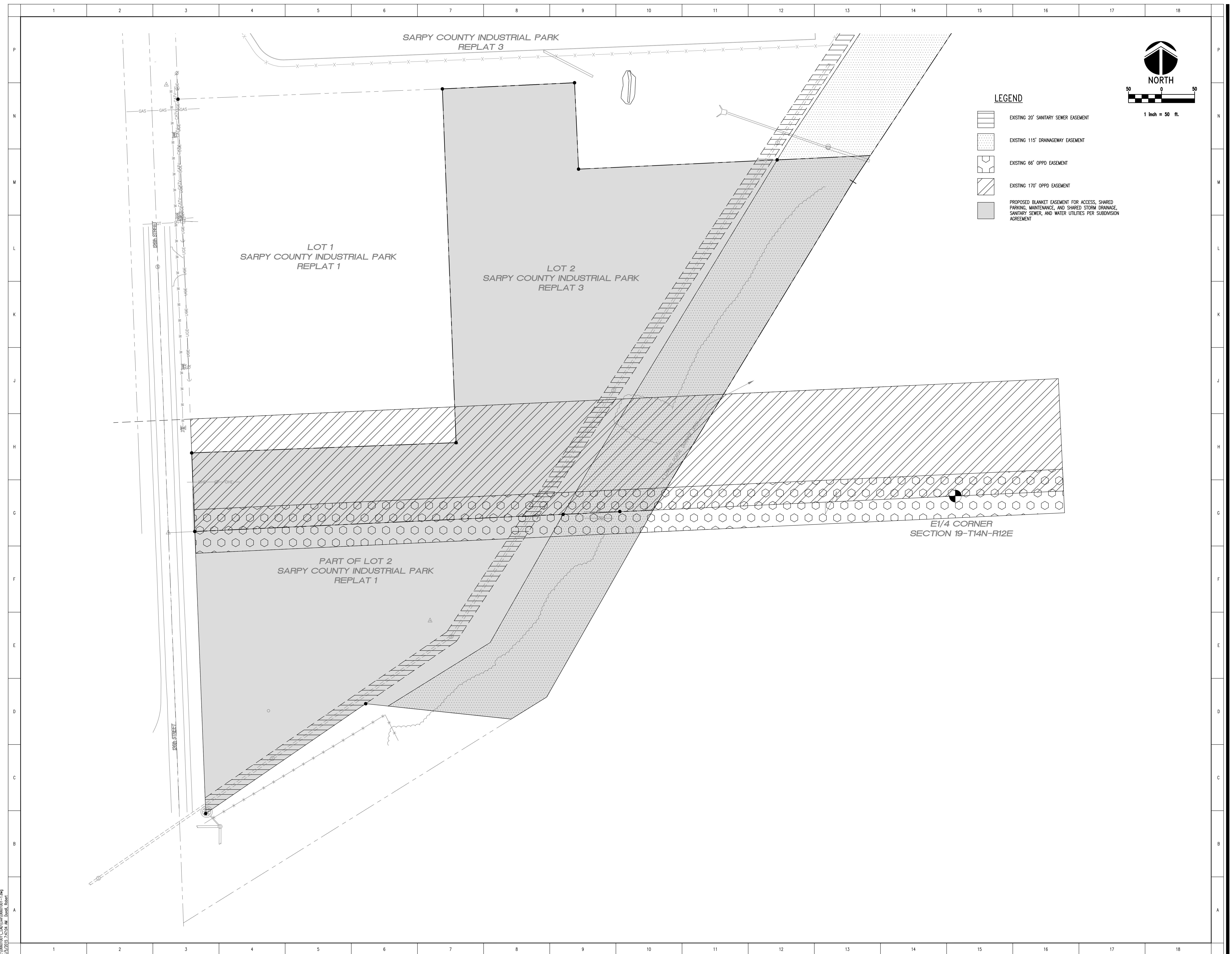
MANAGEMENT PLAN

SARPY COUNTY INDUSTRIAL PARK REPLAI 3
LOTS 1 AND 2
PRELIMINARY PLAT
LA VISTA, NEBRASKA

POST CONSTRUCTION STORMWATER
MANAGEMENT PLAN

PROJECT NO.: 06601.001

1-05



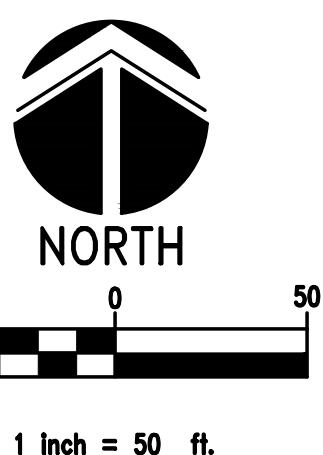
SCHEMME
ARCHITECTS | ENGINEERS | PLANNERS

SARPY COUNTY INDUSTRIAL PARK REPLAT 3
LOTS 1 AND 2
PRELIMINARY PLAT
LA VISTA, NEBRASKA
EASEMENT PLAN

PROJECT NO.: 06601.001

C1-06

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DESIGNED: RWD ISSUE DATE: 01/30/15
DRAWN: DDK REVISIONS: No.: DATE: BY: DESCRIPTION:
CHECKED: MAH

1

City of La Vista Conditional Use Permit

Conditional Use Permit for an Expansion of Self Storage Facility

This Conditional Use Permit issued this _____ day of _____, 2015, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, SGTS LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a new self storage facility as permitted in the I-1 Zoning District upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 2, Sarpy County Industrial Park Replat 3 in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a new self storage facility based upon the criteria prescribed in the La Vista Zoning Ordinance; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided and prescribed in the La Vista Zoning Ordinance.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit “A” hereto for the construction of a new storage facility, said use hereinafter being referred to as “Permitted Use or Use”.

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
 - a. Site plans showing the boundaries of the property and easements, proposed structures, parking, limited access points, utilities, and drives is provided and attached to the permit as “Exhibits A, B, and C”.
 - b. Office hours will be daily from 6:30 a.m. to 9:00 p.m.
 - c. There will be one full-time property manager and one full-time assistant manager along with a part-time person responsible for cleaning and maintaining the facility. Property managers are responsible for the marketing and leasing of storage units, customer care, and collection of delinquent accounts.
 - d. The site consumes 7.27 acres and will be comprised of 9 self-storage buildings. All uses, including secondary or incidental uses, shall conform to the I-1 Zoning District Regulations. The sale or leasing of automobiles, trailers or the like is not permitted.
 - e. The premises shall be developed and maintained in accordance with the site plans (Exhibit A, B, and C) and landscaping plan (Exhibit D) as approved by the City and incorporated herein by this

reference.

- f. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
- g. All trash receptacles shall be placed on property and securely fastened to building or concrete. All trash dumpsters shall be properly screened with a six-foot enclosure and gated with materials similar to the building construction. Such enclosure shall obtain approval of the Chief Building Official.
- h. All mechanical units shall be properly screened from public view by structural or vegetative screens.
- i. There shall not be any outside storage of materials or goods.
- j. There shall not be any storage or sale of explosives or hazardous materials.
- k. All permanent and temporary signs shall comply with the City's sign regulations.
- l. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- m. All structures shall be constructed, maintained and operated in a safe and responsible manner, and in accordance with any applicable laws, rules or regulations, including, but not limited to, applicable environmental or safety laws, as amended or in effect from time to time, and shall not cause, or create risk of injury or damage to, or loss of life, property or the environment.
- n. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- o. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
 - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
 - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

5. If the permitted use is not commenced within one (1) year from _____, 2015, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: Ram Hingorani
SGTS LLC
8719 S. 135th Street
Omaha, NE 68138

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Rita Ramirez
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: _____

Title: _____

Date: _____



EXHIBIT A

SCHENMER

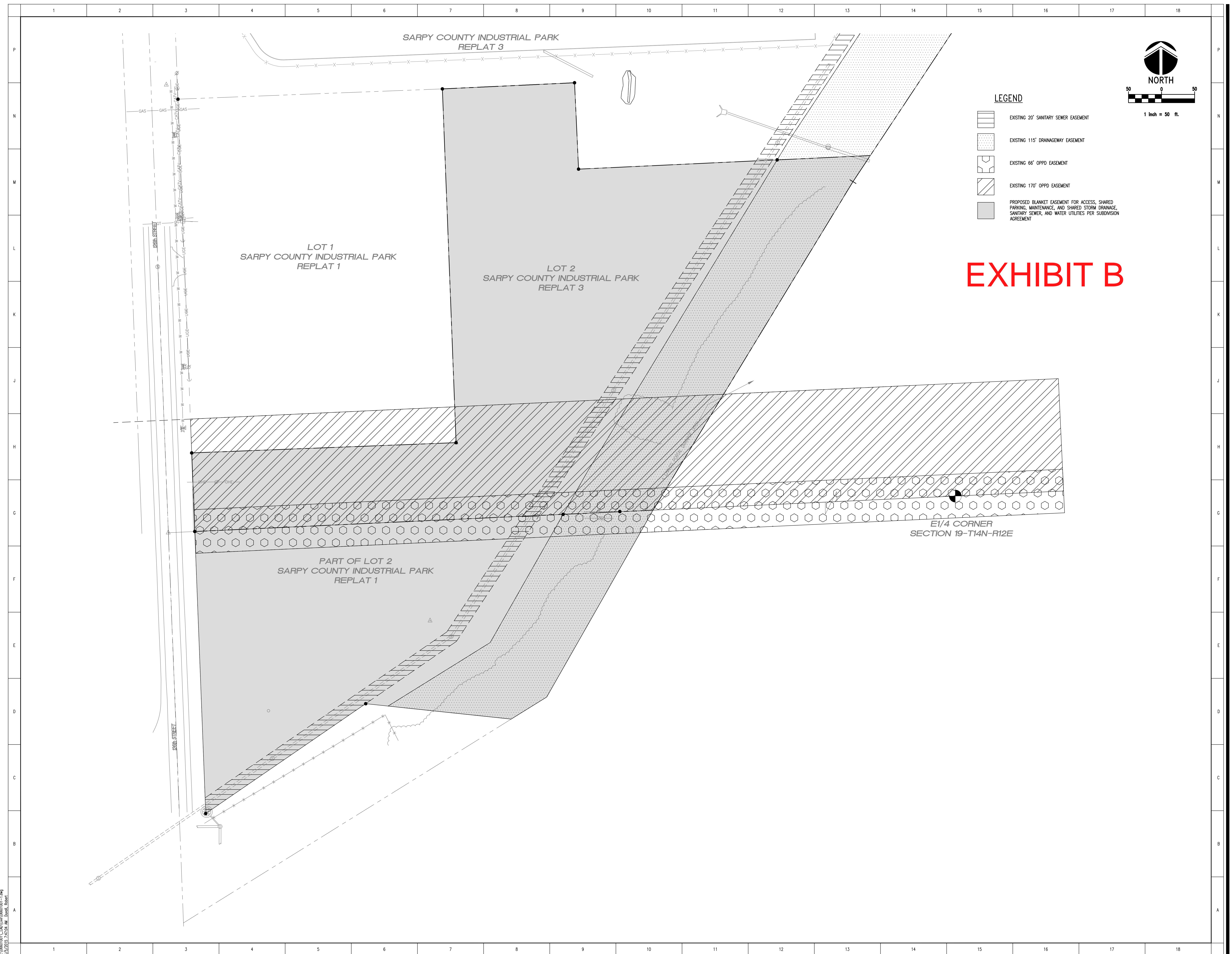
ARCHITECTS | ENGINEERS | PLANNERS

PRELIMINARY PLAT
LA VISTA, NEBRASKA

SITE PLAN

T NO.: 06601.001

C1-02



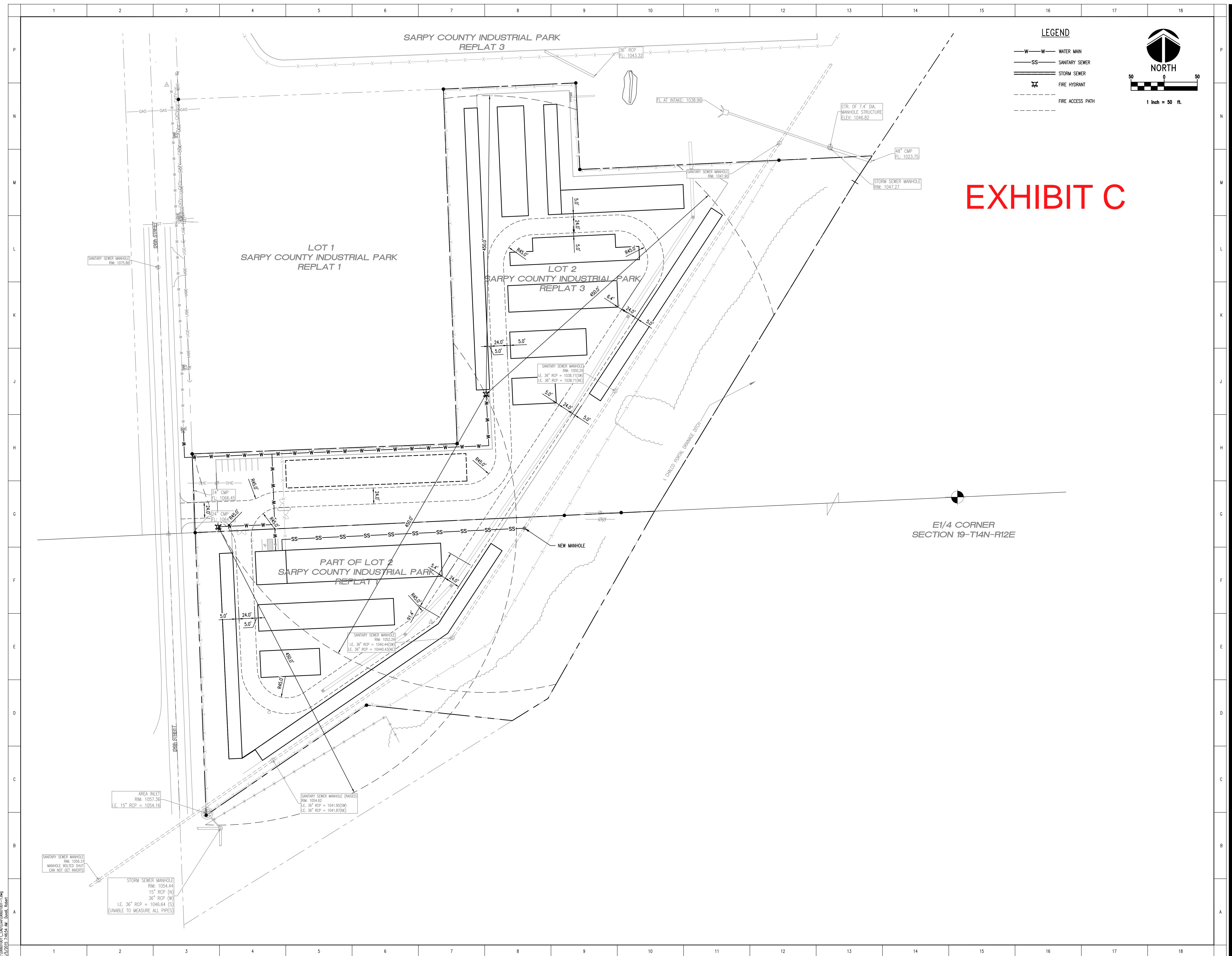


EXHIBIT C

SCHÉMME R

ARCHITECTS | ENGINEERS | PLANNERS

**PRELIMINARY PLAT
LA VISTA, NEBRASKA**

SITE UTILITY PLAN

PROJECT NO.: 06601.001

C1-04