

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2014-24372

10/31/2014 1:14:41 PM

Lloyd J. Dowding

REGISTER OF DEEDS



COUNTER ah C.E. VB
VERIFY an D.E. VB
PROOF _____
FEES \$ 274.00
CHECK# 033676
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, # 1230

PAPILLION, NE 68046-2842

402-593-5773

*Return to:
First American
13924 60th Cr.
Omaha NE 68144*

A

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 7th day of October, 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.

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

B

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

C

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 C 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

D

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

e

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

F

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 "H" ("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

68

and all of 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. 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 further expressly agreed, 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, 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, Planned Unit Development Ordinance No. 1013, 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 and Planned Unit Development Ordinance No. 1013, 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" | <i>[Left Intentionally Blank]</i> |
| 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.

I

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: [Signature]
Dean Hokanson, Managing Member
Southport West Partners, LLC



ATTEST:

Pamela A. Suethe
City Clerk

CITY OF LA VISTA

By: [Signature]
Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

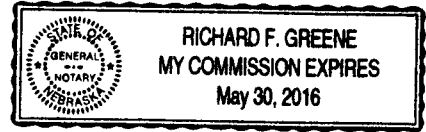
On this 22 day of October, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Dean Hokanson, Manager of Southport West Partners, LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said Company.

J

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

Richard F. Greene

Notary Public



ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)

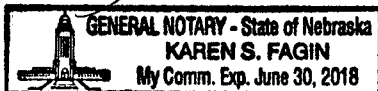
COUNTY OF Lincoln) ss.

On this 27th day of October, 2014, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela A. Baethge, 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.

Karen S. Fagin

Notary Public



"EXHIBIT A"

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA

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.

LEGEND



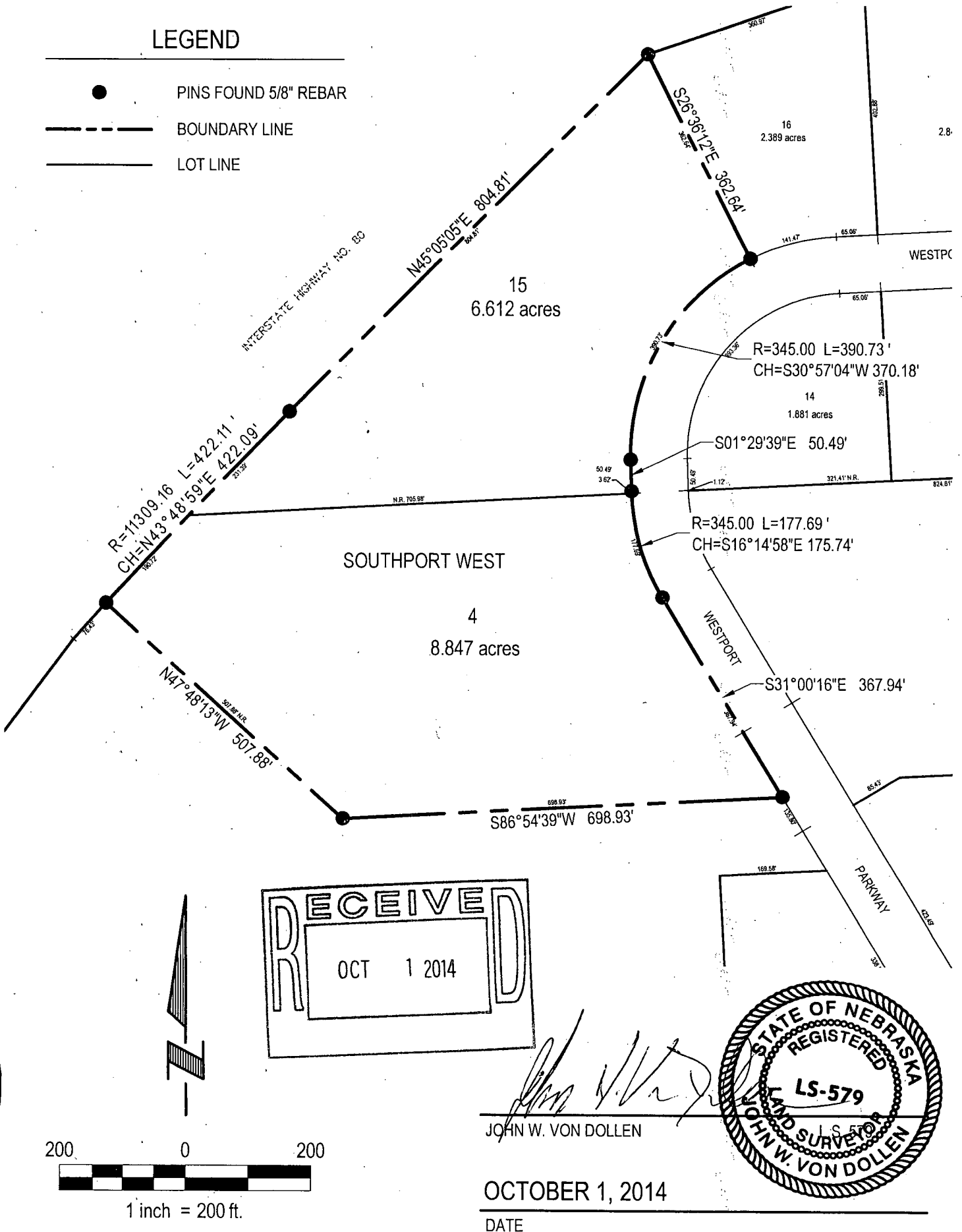
PINS FOUND 5/8" REBAR



BOUNDARY LINE



LOT LINE



E & A CONSULTING GROUP, INC.

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

BOUNDARY SURVEY

LOT 4 AND 15

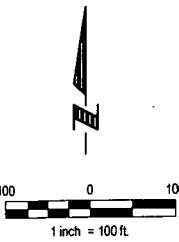
SOUTHPORT WEST

SARPY COUNTY, NEBRASKA

SOUTHPORT WEST REPLAT FIVE

LOTS 1 THRU 5 INCLUSIVE

BEING A REPLAT OF LOTS 4 AND 15, SOUTHPORT WEST, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



- LEGEND
- BOUNDARY LINE
 - LOT LINE
 - EASEMENTS
 - VACATED EASEMENTS
 - ACCESS EASEMENTS
 - EXIST. PROPERTY LINES

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, SOUTHPORT WEST PARTNERS, L.L.C., AND UNION BANK AND TRUST COMPANY, THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTHPORT WEST REPLAT FIVE (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER, AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH UNDER AND ACROSS A FIVE-FOOT (5) WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT-FOOT (8) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN-FOOT (16) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16) WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8) WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5) WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

SOUTHPORT WEST PARTNERS, L.L.C. UNION BANK AND TRUST COMPANY
DEAN T. HOKANSON DATE SAMANTHA MOSSER DATE
MANAGING MEMBER OMAHA REGIONAL PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)
ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DEAN T. HOKANSON, MANAGING MEMBER, SOUTHPORT WEST PARTNERS, L.L.C. WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)
ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME SAMANTHA MOSSER, OMAHA REGIONAL PRESIDENT, UNION BANK AND TRUST COMPANY, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTHPORT WEST REPLAT FIVE WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

COUNTY SURVEYOR / ENGINEER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS SOUTHPORT WEST REPLAT FIVE BEING A REPLAT OF LOTS 4 AND 15, SOUTHPORT WEST, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

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 TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE COUNTY TREASURER

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF SOUTHPORT WEST REPLAT FIVE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

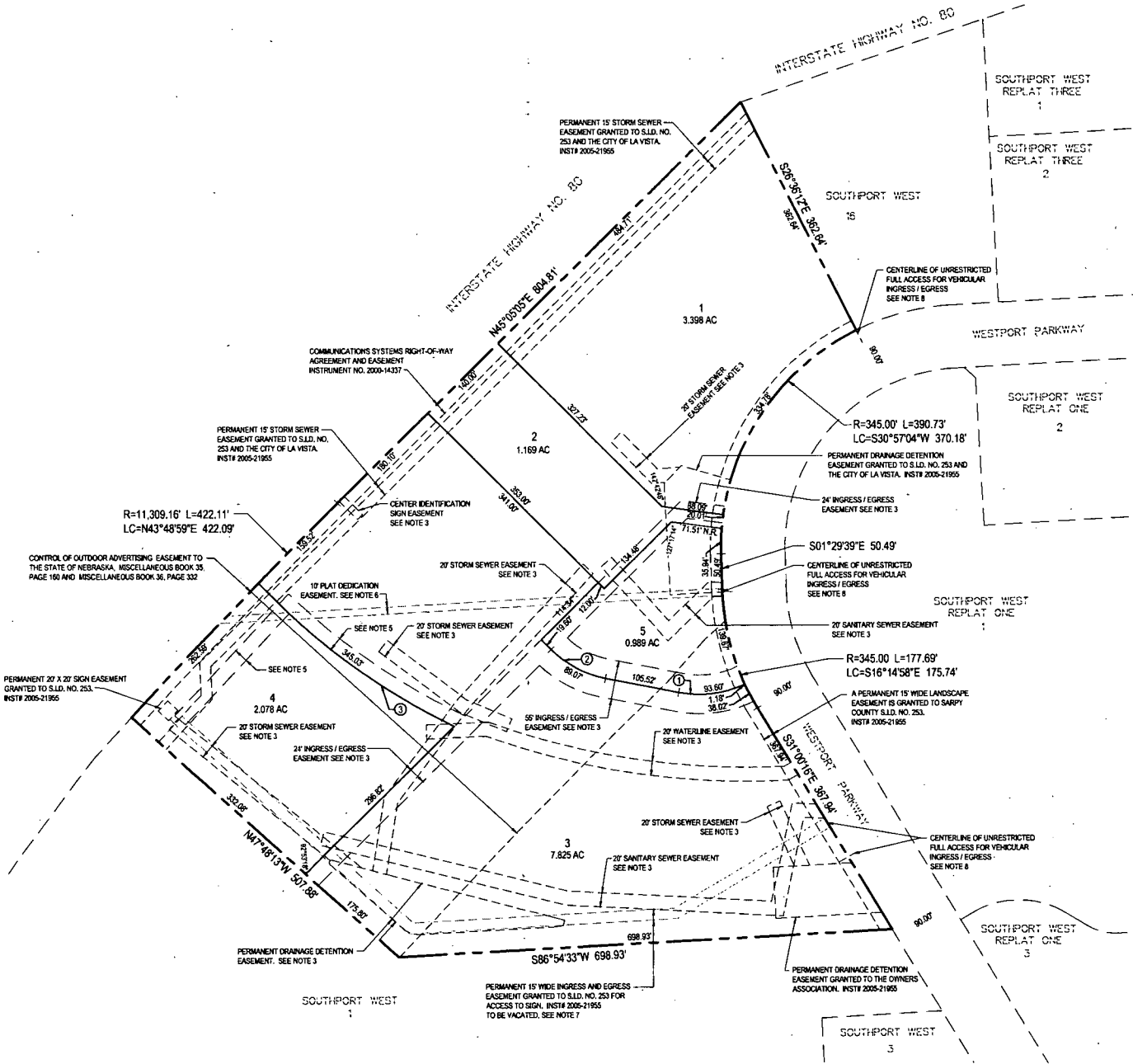
ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF SOUTHPORT WEST REPLAT FIVE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____ IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST CITY CLERK MAYOR

NOTES:

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
- ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.
- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO INTERSTATE 80 FROM LOTS 1-4.
- 20' ACCESS EASEMENT FOR SIGNAGE, DEDICATED TO THE OWNERS OF LOTS 1-5 AND THE CITY OF LA VISTA, AND WILL BE RECORDED BY A SEPARATE DOCUMENT.
- PLAT DEDICATION EASEMENT ALONG COMMON LINE BETWEEN LOTS 4 AND 15, SOUTHPORT WEST, TO BE VACATED. WILL BE RELEASED BY A SEPARATE DOCUMENT.
- 15' WIDE INGRESS / EGRESS EASEMENT, FOR ACCESS TO THE SIGN, TO BE VACATED. WILL BE RELEASED BY A SEPARATE DOCUMENT.
- THE EXISTING ACCESS POINTS ON WESTPORT PARKWAY NOT UTILIZED WITH THIS SITE PLAN WILL BE VACATED, NO MORE THAN 3 ACCESS POINTS TO WESTPORT PARKWAY WILL BE PERMITTED FOR THIS PLATTING.

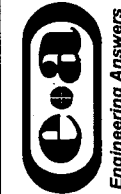


LOT-LINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	CHORD BEARING
1	150.00'	93.60'	48.38'	35°45'06"
2	150.00'	89.07'	45.89'	34°01'28"
3	952.00'	345.03'	174.43'	20°45'56"

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

300 North 117th Street Omaha, NE 68154
Phone: 402.985.4700 Fax: 402.985.3589
www.eagcg.com

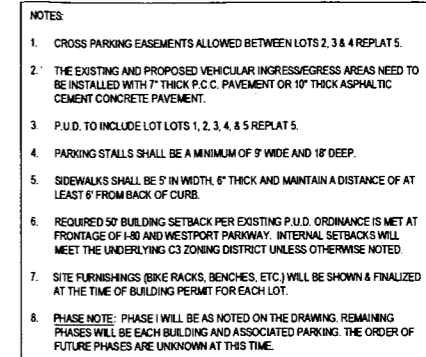


Engineering Answers

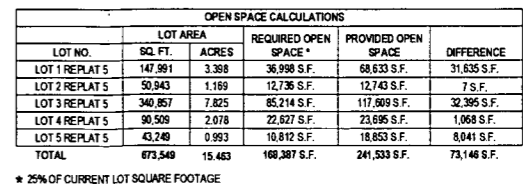
SOUTHPORT WEST REPLAT FIVE
LOTS 1-5 INCLUSIVE
LA VISTA, NEBRASKA

EXHIBIT "B"
FINAL PLAT

Revisions	Date	Description
1	08-15-14	RESUBMITTAL
2	08-13-2014	MAJOR
3	08-13-2014	TRACES
4	08-13-2014	1"=100'
5	08-13-2014	1"=100'
6	08-13-2014	1"=100'
7	08-13-2014	1"=100'
8	08-13-2014	1"=100'
9	08-13-2014	1"=100'
10	08-13-2014	1"=100'
11	08-13-2014	1"=100'
12	08-13-2014	1"=100'
13	08-13-2014	1"=100'
14	08-13-2014	1"=100'
15	08-13-2014	1"=100'
16	08-13-2014	1"=100'
17	08-13-2014	1"=100'
18	08-13-2014	1"=100'
19	08-13-2014	1"=100'
20	08-13-2014	1"=100'
21	08-13-2014	1"=100'
22	08-13-2014	1"=100'
23	08-13-2014	1"=100'
24	08-13-2014	1"=100'
25	08-13-2014	1"=100'
26	08-13-2014	1"=100'
27	08-13-2014	1"=100'
28	08-13-2014	1"=100'
29	08-13-2014	1"=100'
30	08-13-2014	1"=100'
31	08-13-2014	1"=100'
32	08-13-2014	1"=100'
33	08-13-2014	1"=100'
34	08-13-2014	1"=100'
35	08-13-2014	1"=100'
36	08-13-2014	1"=100'
37	08-13-2014	1"=100'
38	08-13-2014	1"=100'
39	08-13-2014	1"=100'
40	08-13-2014	1"=100'
41	08-13-2014	1"=100'
42	08-13-2014	1"=100'
43	08-13-2014	1"=100'
44	08-13-2014	1"=100'
45	08-13-2014	1"=100'
46	08-13-2014	1"=100'
47	08-13-2014	1"=100'
48	08-13-2014	1"=100'
49	08-13-2014	1"=100'
50	08-13-2014	1"=100'
51	08-13-2014	1"=100'
52	08-13-2014	1"=100'
53	08-13-2014	1"=100'
54	08-13-2014	1"=100'
55	08-13-2014	1"=100'
56	08-13-2014	1"=100'
57	08-13-2014	1"=100'
58	08-13-2014	1"=100'
59	08-13-2014	1"=100'
60	08-13-2014	1"=100'
61	08-13-2014	1"=100'
62	08-13-2014	1"=100'
63	08-13-2014	1"=100'
64	08-13-2014	1"=100'
65	08-13-2014	1"=100'
66	08-13-2014	1"=100'
67	08-13-2014	1"=100'
68	08-13-2014	1"=100'
69	08-13-2014	1"=100'
70	08-13-2014	1"=100'
71	08-13-2014	1"=100'
72	08-13-2014	1"=100'
73	08-13-2014	1"=100'
74	08-13-2014	1"=100'
75	08-13-2014	1"=100'
76	08-13-2014	1"=100'
77	08-13-2014	1"=100'
78	08-13-2014	1"=100'
79	08-13-2014	1"=100'
80	08-13-2014	1"=100'
81	08-13-2014	1"=100'
82	08-13-2014	1"=100'
83	08-13-2014	1"=100'
84	08-13-2014	1"=100'
85	08-13-2014	1"=100'
86	08-13-2014	1"=100'
87	08-13-2014	1"=100'
88	08-13-2014	1"=100'
89	08-13-2014	1"=100'
90	08-13-2014	1"=100'
91	08-13-2014	1"=100'
92	08-13-2014	1"=100'
93	08-13-2014	1"=100'
94	08-13-2014	1"=100'
95	08-13-2014	1"=100'
96	08-13-2014	1"=100'
97	08-13-2014	1"=100'
98	08-13-2014	1"=100'
99	08-13-2014	1"=100'
100	08-13-2014	1"=100'



1. CROSS PARKING EASEMENTS ALLOWED BETWEEN LOTS 2, 3 & 4 REPLAT 5.
2. THE EXISTING AND PROPOSED VEHICULAR INGRESS/EGRESS AREAS NEED TO BE INSTALLED WITH 7" THICK P.C.C. PAVEMENT OR 10" THICK ASPHALTIC CEMENT CONCRETE PAVEMENT.
3. P.U.D. TO INCLUDE LOT LOTS 1, 2, 3, 4, & 5 REPLAT 5.
4. PARKING STALLS SHALL BE A MINIMUM OF 9' WIDE AND 18' DEEP.
5. SIDEWALKS SHALL BE 9' IN WIDTH, 6" THICK AND MAINTAIN A DISTANCE OF AT LEAST 5' FROM BACK OF CURB.
6. 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 UNLESS OTHERWISE NOTED.
7. SITE FURNISHINGS (BENCHES, BENCHES, ETC.) WILL BE SHOWN & FINALIZED AT THE TIME OF BUILDING PERMIT FOR EACH LOT.
8. PHASE NOTE: PHASE 1 WILL BE AS NOTED ON THE DRAWING. REMAINING PHASES WILL BE EACH BUILDING AND ASSOCIATED PARKING. THE ORDER OF FUTURE PHASES ARE UNKNOWN AT THIS TIME.



★ NOTE: SHARED PARKING BETWEEN LOTS 2, 3, & 4 REPLAT 5.

LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications. Owner reserves the right to substitute plant material type, size and/or quantity.
3. All plants are to be watered immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a five and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES:

1. Irrigation bid to include meter pit and MUD fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel utility box with hasp for pad lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Irrigation contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.

SEEDING NOTES:

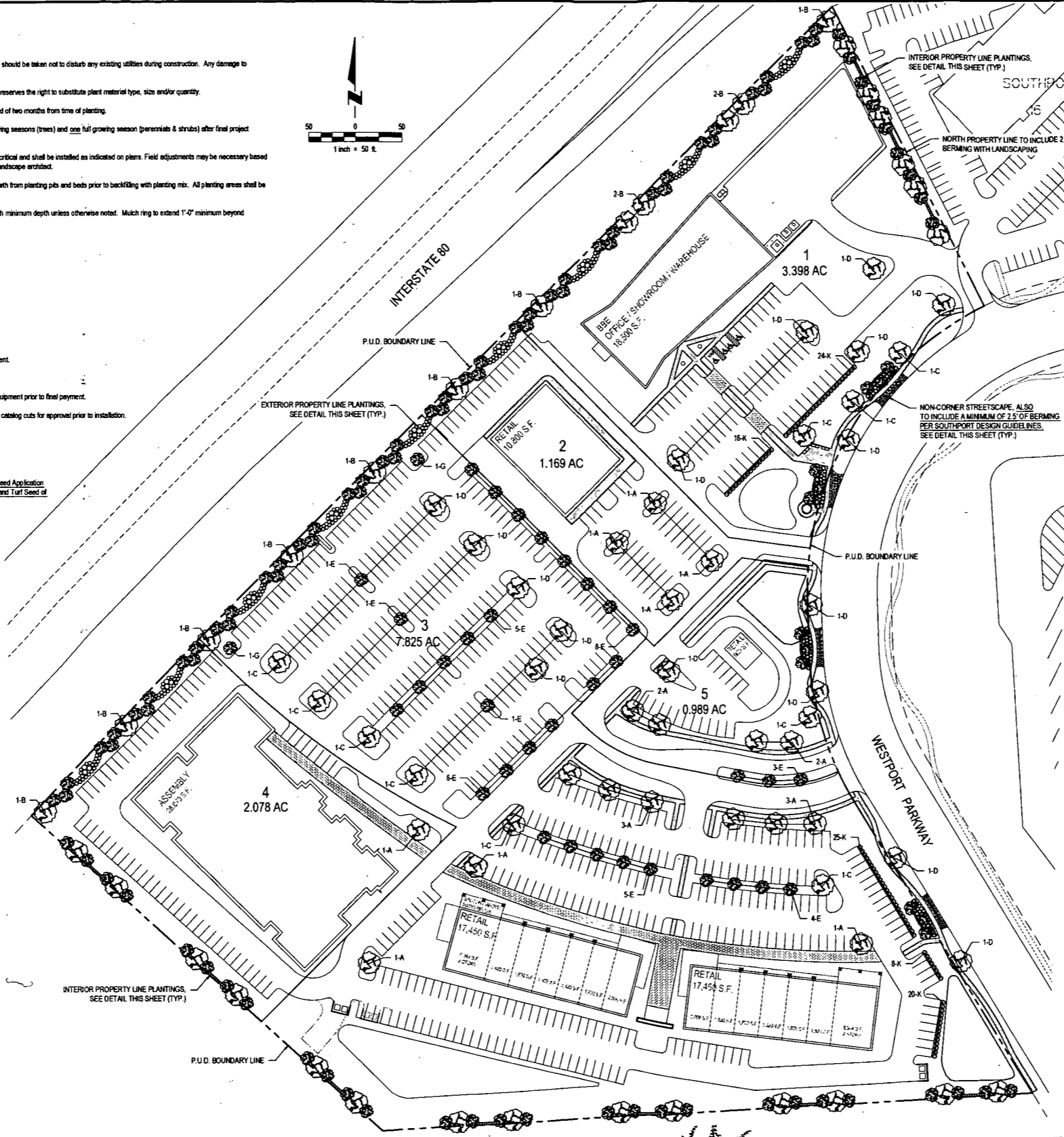
1. Seed to be installed as per City of Omaha specifications. Use the Type A seed in Table 802.06 Seed Application Rates of Part (D) of Section 802.03, which is the Tall Fescue in Table 802.01 Non-irrigated Lawn and Turf Seed of Part (B) of Section 802.02.
2. Contractor to coordinate work with other amenities contractors.

SODDING NOTES:

1. The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so have been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavations or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disking, harrowing, disking, raking or other approved means.
4. The sod on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure tamping and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.
5. The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the soil prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
7. In drainage-ways or slopes, the sod shall be laid with their longest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
8. Sod shall be held in place by stakes in all drainage ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until sod has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
10. All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- PEDESTRIAN WALKS / TRAILS
- DECORATIVE PAVING



PLANT SCHEDULE - OVERSTORY TREES

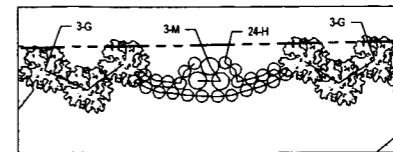
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	38	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	3"	B&B
B	12	Celtis occidentalis 'Prairie Pride'	Prairie Pride Hackberry	3"	B&B
C	10	Acer rubrum 'Franksred'	Red Sunset Maple	3"	B&B
D	16	Tilia x flavescens 'Glenleven'	Glenleven Littleleaf Linden	3"	B&B

PLANT SCHEDULE - UNDERSTORY TREES

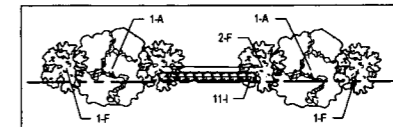
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
E	34	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2 1/2"	B&B
F	34	Malus 'Prairie Fire'	Prairie Fire Crabapple	2 1/2"	B&B
G	56	Malus 'Snow Drift'	Snow Drift Crabapple	2 1/2"	B&B

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
H	216	Taxus x media 'Densiformis'	Dense Yew	18-24"	Cont.
I	110	Viburnum dentatum	Arrowwood Viburnum	5 Gal.	Cont.
J	30	Juniperus horizontalis 'Plumosa'	Andorra Juniper	5 Gal.	Cont.
K	87	Juniperus chinensis 'Seagreen'	Seagreen Juniper	5 Gal.	Cont.
L	51	Spiraea japonica 'Magic Carpet'	Magic Carpet Spirea	3 Gal.	Cont.
M	27	Rosa 'Nearly Wild'	Nearly Wild Rose	3 Gal.	Cont.
N	114	Hemerocallis 'Ennie Weenie'	Ennie Weenie Daylily	1 Gal.	Cont.

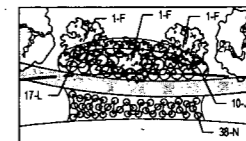
NOTE: ALL OTHER INTERNAL LANDSCAPING & DETAILED PLANS TO BE COMPLETED WITH EACH LOT'S BUILDING PERMIT OR DESIGN REVIEW.



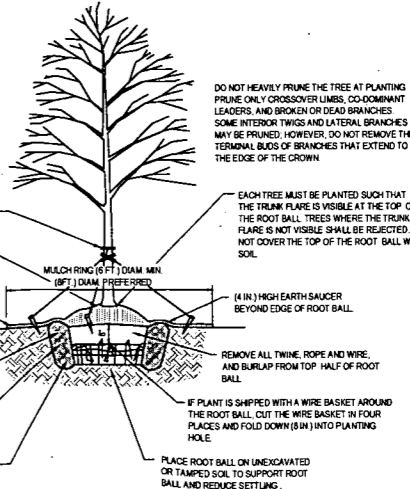
EXTERIOR PROPERTY LINE PLANTINGS
(PER SOUTHPORT DESIGN GUIDELINES - APPENDIX D)
SCALE: 1" = 20'



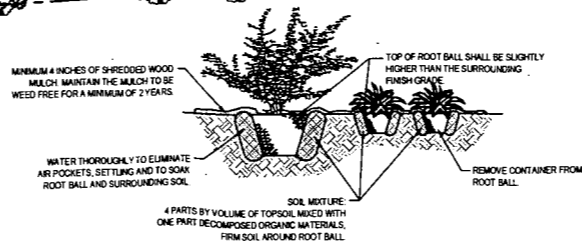
INTERIOR PROPERTY LINE PLANTINGS
(PER SOUTHPORT DESIGN GUIDELINES - APPENDIX E)
SCALE: 1" = 20'



NON-CORNER STREETScape DETAIL
(PER SOUTHPORT DESIGN GUIDELINES - APPENDIX C)
SCALE: 1" = 20'



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE

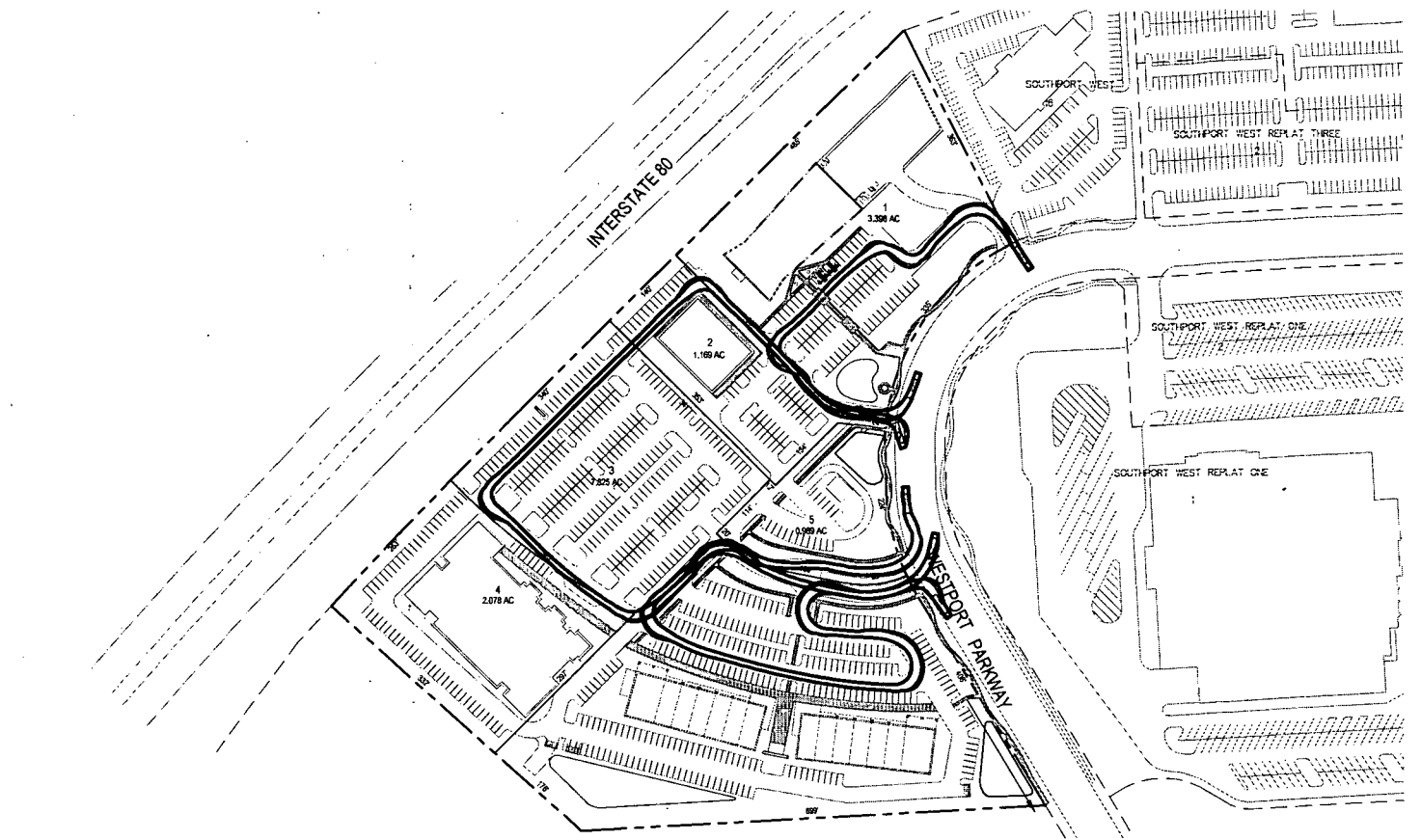
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



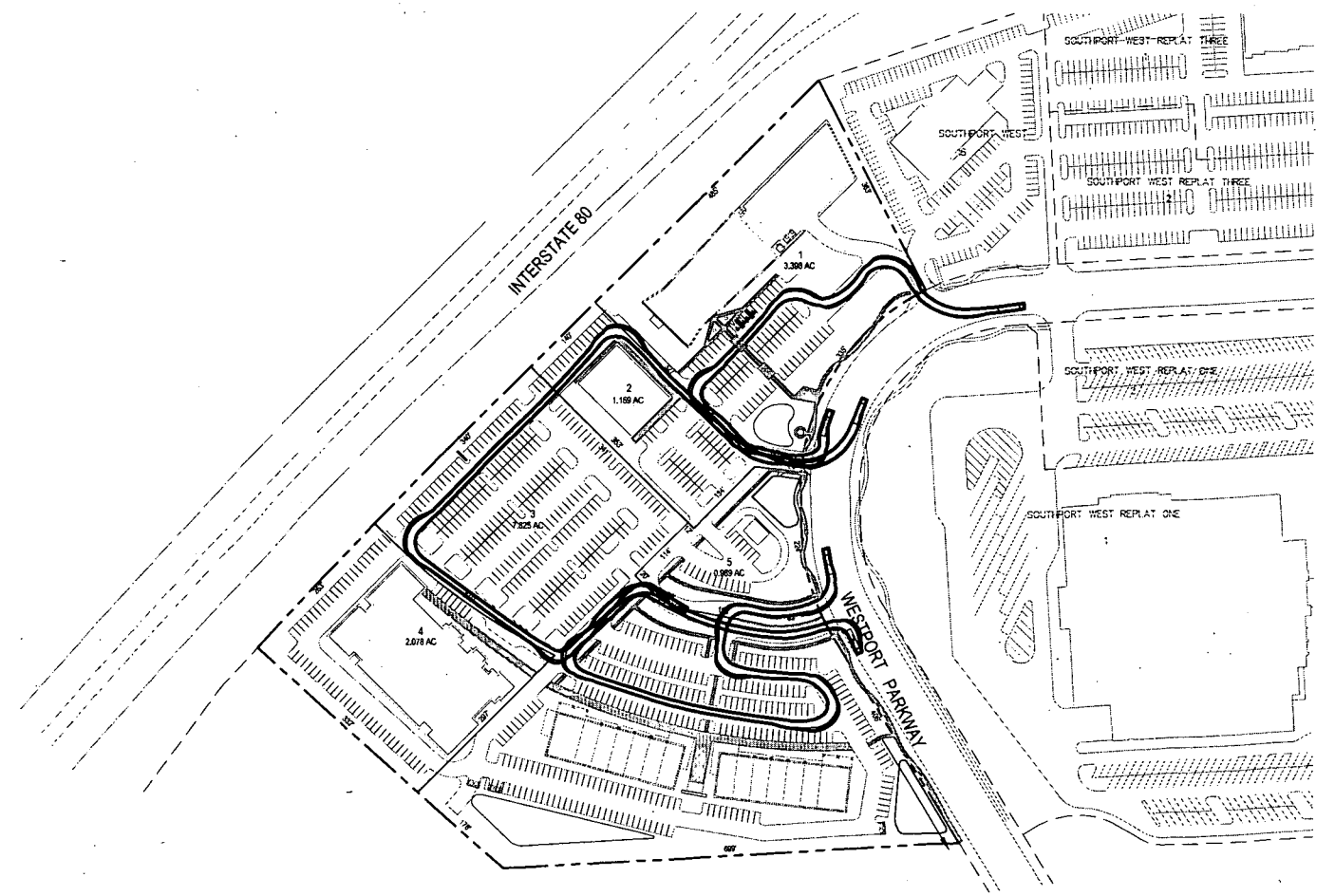
SHOPPES AT SOUTHPORT WEST
LANDING, NEBRASKA

EXHIBIT 'C'
LANDSCAPE PLAN

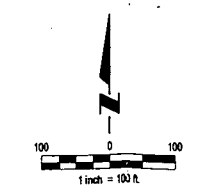
Rev	No.	Description	Date
1	001	ISSUED FOR PERMIT	08/15/14
2	002	REVISED	08/15/14
3	003	REVISED	08/15/14
4	004	REVISED	08/15/14
5	005	REVISED	08/15/14
6	006	REVISED	08/15/14
7	007	REVISED	08/15/14
8	008	REVISED	08/15/14
9	009	REVISED	08/15/14
10	010	REVISED	08/15/14



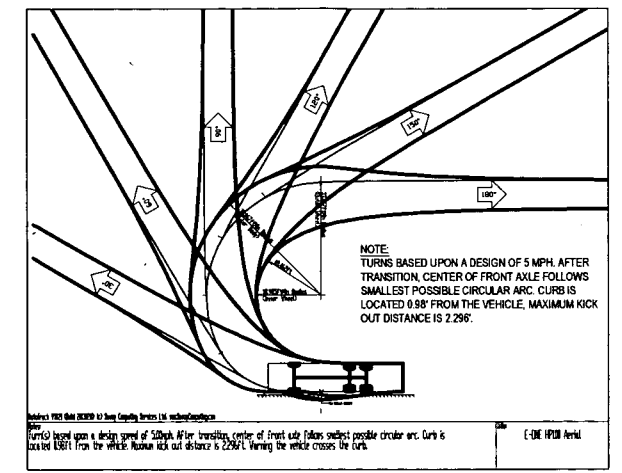
FIRETRUCK ROUTE 1



FIRETRUCK ROUTE 2



- LEGEND**
- BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE
 - PEDESTRIAN WALKS / TRAILS
 - DECORATIVE PAVING



AUTOTRACK DETAIL
NOT TO SCALE

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

330 West 17th Street Omaha, NE 68104
Phone 402.556.4702 Fax 402.556.3999
www.eag.com

Engineering Answers

SHOPPES AT SOUTHPORT WEST

LAVISTA, NEBRASKA

EXHIBIT "C"
PLANNED UNIT DEVELOPMENT
EMERGENCY VEHICLE EXHIBIT

Revisions	
No.	Description
1	08/25/14

Project No. **EP001001.004**

Date **08/01/2014**

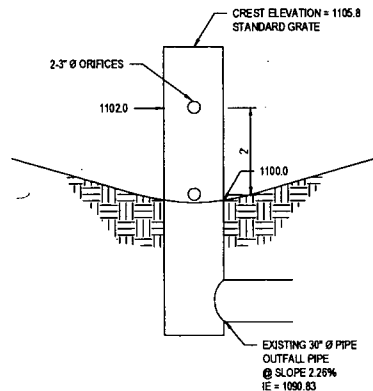
Designed by **JHE**

Drawn by **JAM/MALL**

Scale **1"=50'**

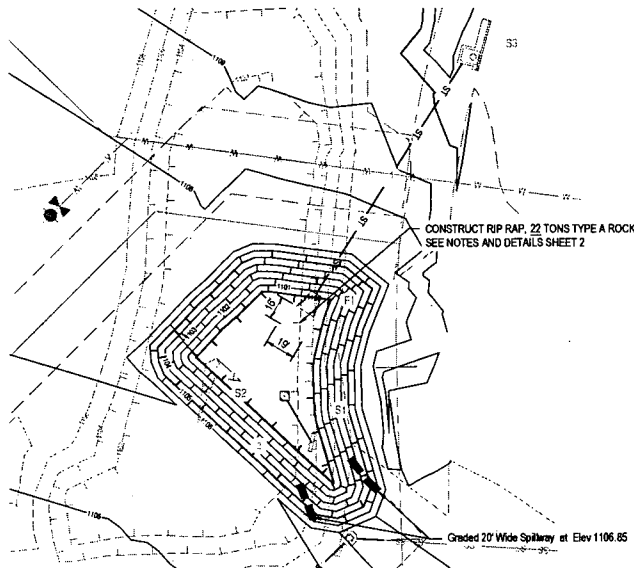
Sheet **2 of 3**

Notes: 10/10/14 12:44 1:\Projects\2014\08\01\001001\004\Drawings\02_Plan_004_C-004.dwg

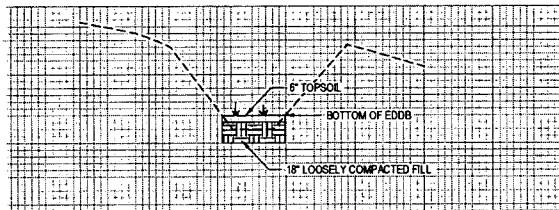


36" Ø RISER DETAIL BASIN A
NOT TO SCALE

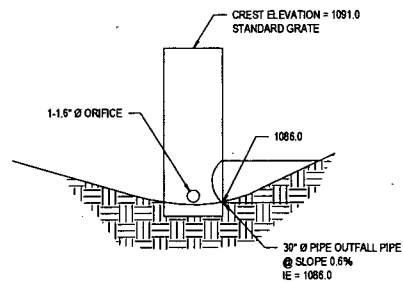
*REMOVE EXISTING AREA INLET STRUCTURE. RISER TO BE CONSTRUCTED OVER EXISTING PIPE AND TO BE ATTACHED WITH A CONCRETE BASE/COLLAR



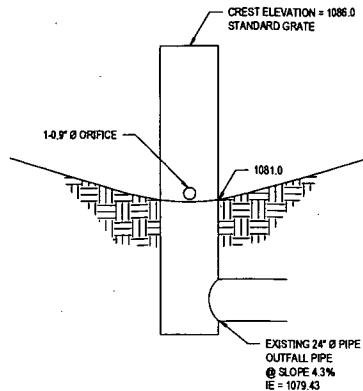
EXTENDED DRY DETENTION BASIN A
* EDDB TO BE CONSTRUCTED PRIOR TO ENTRANCE CONSTRUCTION



GENERAL BASIN CROSS SECTION
NOT TO SCALE

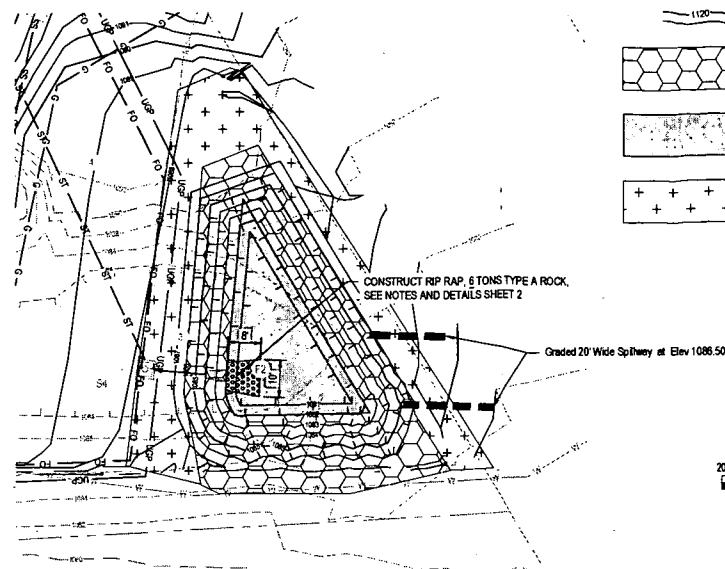


30" Ø RISER DETAIL BASIN C
NOT TO SCALE

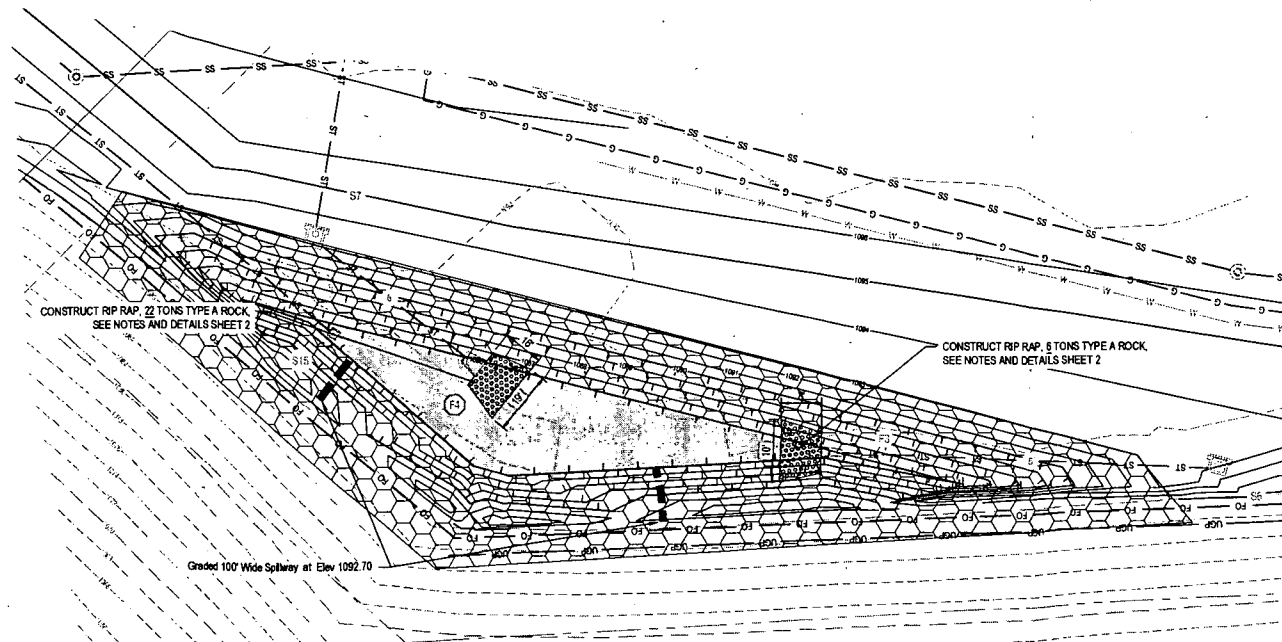


30" Ø RISER DETAIL BASIN B
NOT TO SCALE

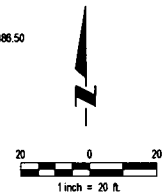
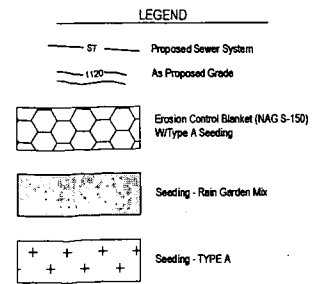
*REMOVE EXISTING AREA INLET STRUCTURE. RISER TO BE CONSTRUCTED OVER EXISTING PIPE AND TO BE ATTACHED WITH A CONCRETE BASE/COLLAR



EXTENDED DRY DETENTION BASIN B



EXTENDED DRY DETENTION BASIN C



EXTENDED DRY DETENTION BASIN MAINTENANCE TASKS AND SCHEDULE

TASK	SCHEDULE
REMOVE DEBRIS AND TRASH	MONTHLY
CHECK AND REPAIR ANY ERODED AREAS	MONTHLY
RE MULCH ANY VOID AREAS	MONTHLY
CHECK VEGETATION AND REPLACE ANY DAMAGED PLANT MATERIALS	MONTHLY
INSPECT FOR PONDING, WASHED OUT AREAS, SOIL CONDITIONS	MONTHLY
PERMETER MOWING	MONTHLY
INSPECT COLLECTION SYSTEM FOR PROPER FUNCTIONING	QUARTERLY
APPLY NEW MULCH	ANNUALLY
WEEDING AND PRUNING	ANNUALLY
REPLACE POORLY DRAINING SOIL	AS NEEDED
RESEED GRASS SWALE OR BORDER	AS NEEDED
REPLACE/REPAIR BROKEN PIPES	AS NEEDED
REPLACE FILTRATION RIP RAP THAT IS CHOKED WITH SEDIMENT	AS NEEDED
REMOVE SEDIMENT	AS NEEDED
REPLACE MULCH	EVERY THREE YEARS

PCSMP BMP INFORMATION

BMP ID	DRAINAGE AREA (AC)	X ² VOLUME (CF)	METHOD	X ² VOLUME PROVIDED (CF)	DESCRIPTION	LOCATION
A	5.1	4719	EDDB	18906	Extended Dry Detention	Lat 41° 10' 47.94" Long 95° 06' 49.04"
B	3.0	6171	EDDB	16247	Extended Dry Detention	Lat 41° 10' 42.83" Long 95° 06' 48.33"
C	9.1	16517	EDDB	48137	Extended Dry Detention	Lat 41° 10' 42.99" Long 95° 06' 54.47"

* PCSMP Basins are constructed as a Temporary Sediment Basins during initial project construction and lot buildout. Upon adequate lot development and permanent stabilization in the watershed, the basins will be converted to Permanent PCSMP Basins.

Note:
To receive final PCSMP approval the construction of all PCSMP BMP's is required to be certified by E&A Consulting Group. Contractor shall contact Randy Pierce of E&A Consulting Group (402 895-4700 office / 402 510-1321 cell) a minimum of 48 hours prior to starting construction on any PCSMP BMP.

EXHIBIT D

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

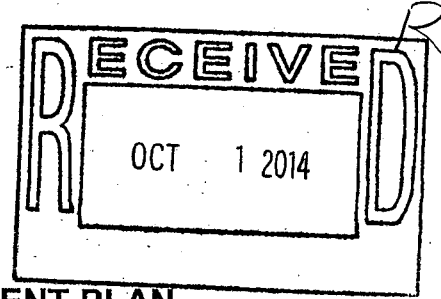


SHOPPES AT SOUTHPORT WEST
LA VISTA, NEBRASKA

PCSMP DETAILS



Rev	Date	Description
1	10/01/14	Building permit submittal
2	11/02/14	ASCE
3	11/02/14	ASCE
4	11/02/14	ASCE



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 18648 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

S

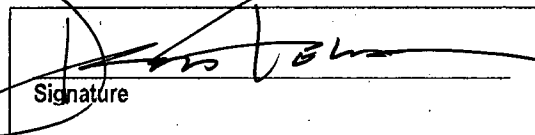
facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City or its designee.

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.

T

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement
this day of 10/22, 2014.

INDIVIDUAL and/or PARTNERSHIP


Signature

Dean Hokanson
Printed Name & Title

Southport West Partners, LLC
Company

402-697-5831
Phone No. / Fax No.

11213 Davenport Street, Suite 300
Address

Omaha/NE/68154
Town / State / Zip

dhokansonr@chre-
Email Address mca. com

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~~ Douglas)
County

On this 22 day of Oct., 2014 before me, a Notary Public, in and for said County, personally came the above named: Dean Hokanson 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.

Richard F. Greene
Notary Public

Notary Seal

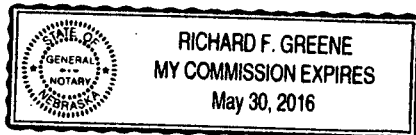
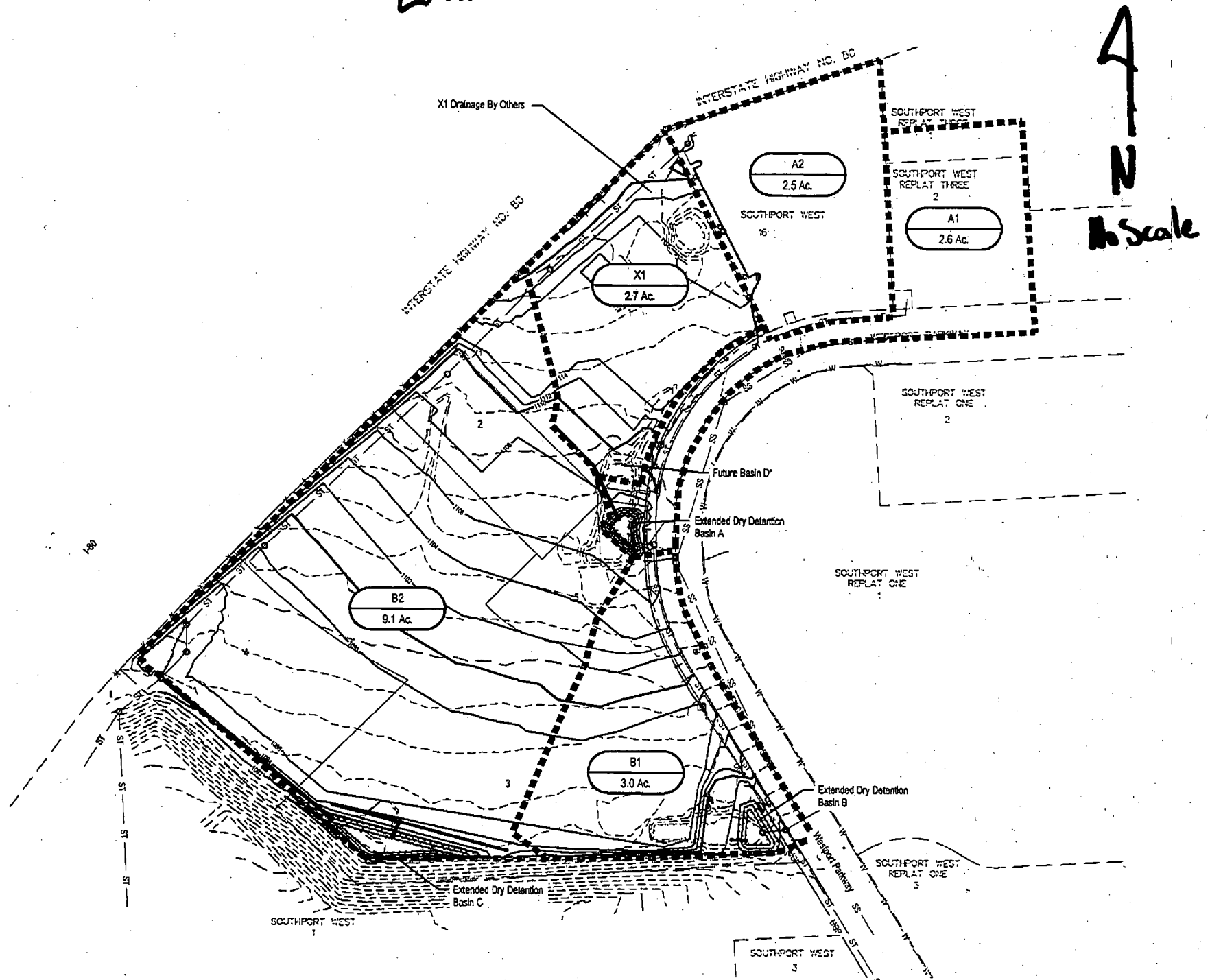


Exhibit "A"



W

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

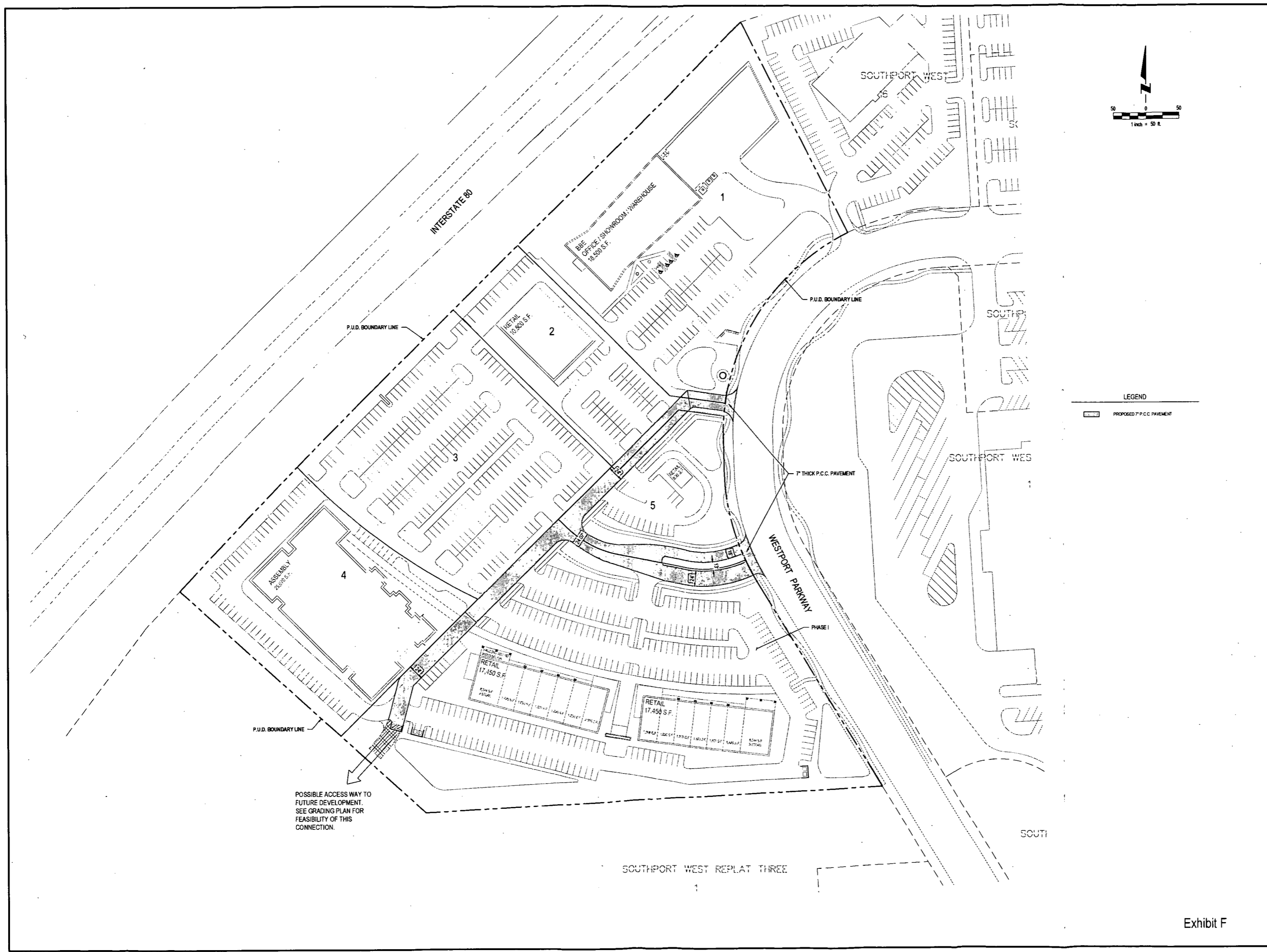


Exhibit F

E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 300 North 17th Street Omaha, NE 68104 Phone 402.555.4700 Fax 402.555.3669 www.eag.com							
Engineering Answers 							
SHoppes AT SOUTHPORT WEST LAWSTON, NEBRASKA							
PUBLIC USED ROADS AND DRIVEWAYS							
Project No. P200100102 Date 08/12/2014 Designed By JHE Drawn By JHE Scale 1"=50' Sheet 1 of 3	Revisions <table border="1"> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> <tr> <td>1</td> <td>08/15/14</td> <td>Revised</td> </tr> </table>	No.	Date	Description	1	08/15/14	Revised
No.	Date	Description					
1	08/15/14	Revised					

**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 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, Owners, 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 D, 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 Southport West Partners, LLC, a Nebraska limited liability company.

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, preparation, 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.

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 "Period of Declarant Control" shall commence with the recording of this Declaration and shall continue for as long as Declarant owns at least one (1) Lot, unless and until the Declarant elects, in its discretion, to transfer, relinquish and/or surrender all of its rights and obligations in this Declaration in the manner set forth in Section 7.11 below.

Section 1.11 "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 1.12 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 MASTER CCR

Aa

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 all Lots.

(b) Access Easement. A nonexclusive easement in the Common Areas, for vehicular and pedestrian use, ingress and egress, 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 include without limitation surface water resulting from major storm events such as 100 year storms, as determined from time to time, 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.

(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.

Section 3.2 Nature of Easements and Rights Granted.

(a) Easements Appurtenant. The easement granted the City and each 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

Ac

part of its interest in its Lot, or lease, or any portion thereof, shall be deemed to:

- (i) Constitute the agreement of the grantee not to use or occupy, or permit any other party to use or occupy, its Lot, 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 lessee 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, 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 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 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"):

(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 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 Buildings within an Owner's Lot by the total square feet of all Buildings located on Lots 3 and 4. The Owners of Lots 3 and 4 hereby acknowledge that for purposes of this Section, "Buildings" 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 Other Common Areas and related Improvements. [Left intentionally blank]

Section 4.4. 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;

(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.

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, any 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 7.2, 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

Ah

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 Assignment of Declarant Rights. Any and all of the rights, powers and reservations of Declarant herein contained, subject to prior written approval of City Engineer, may be assigned by Declarant from time to time, in its discretion, to any person or entity who will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such person or entity assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Section 7.11, and City Engineer approval thereof, shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Sarpy County, Nebraska. Notwithstanding any provision of this Declaration to the contrary, Declarant, subject to prior written approval of the City Engineer, may, at any time and from time to time without the consent of the Owners, temporarily or permanently relieve itself of all or a portion of its rights and obligations under this Declaration by filing in the Register of Deeds of Sarpy County, Nebraska, a notice stating that Declarant has surrendered the rights and obligations specified therein, and upon the recording of such notice, said powers and

Ai

obligations so specified shall immediately vest in the Owner or Owners designated by the Declarant.

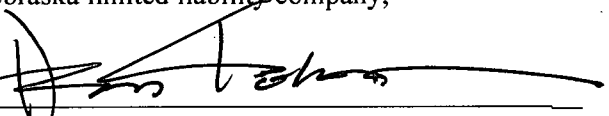
Section 7.12 Limitation of Liability. Except as otherwise provided in this Declaration, any person acquiring fee or leasehold title to any of the Lots or any portion thereof, shall be bound by this Declaration only as to the Lot or portion of the Lot acquired by such person. In addition, such person 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 7.13 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 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 7.14 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: Dean Hokanson
Title: Managing Member

STATE OF Nebraska)
COUNTY OF Douglas) SS

On this 22nd day of October, 2014, before me, a Notary Public in and for said county

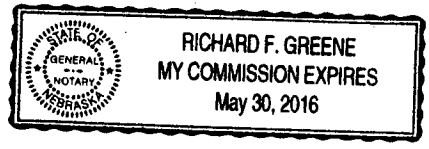
AJ

and state, personally appeared Dean Hokanson, who executed the foregoing Declaration, and acknowledged before me that he/she was duly authorized and did execute the same as Manager of Southport West Partners, LLC, a Nebraska limited liability company, on behalf of the company.

GIVEN under my hand and Notarial Seal, this 22ND day of October 2014.

Richard F. Greene
Notary Public

My Commission expires: May 30, 2016



[Large handwritten flourish or signature]

AK

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1 - 5 Southport West Replat 5, Sarpy County , Nebraska.

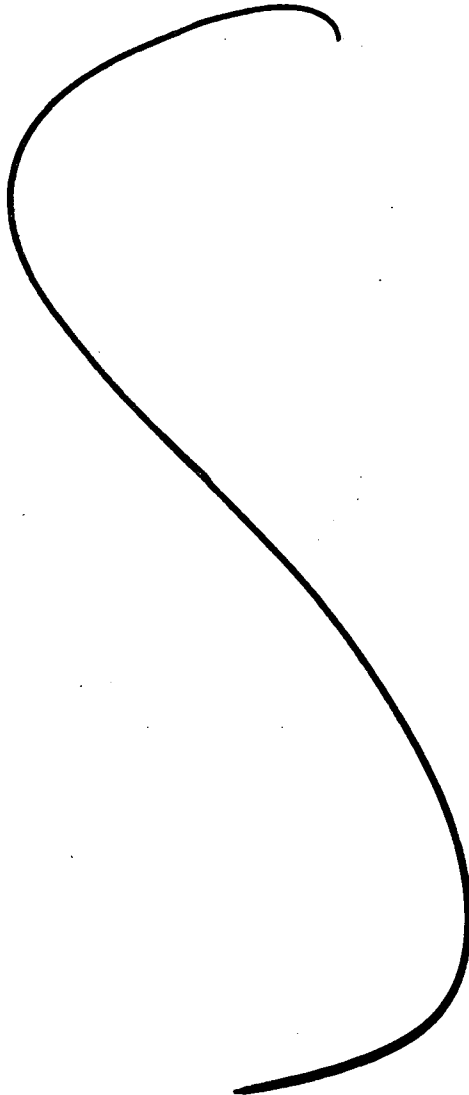
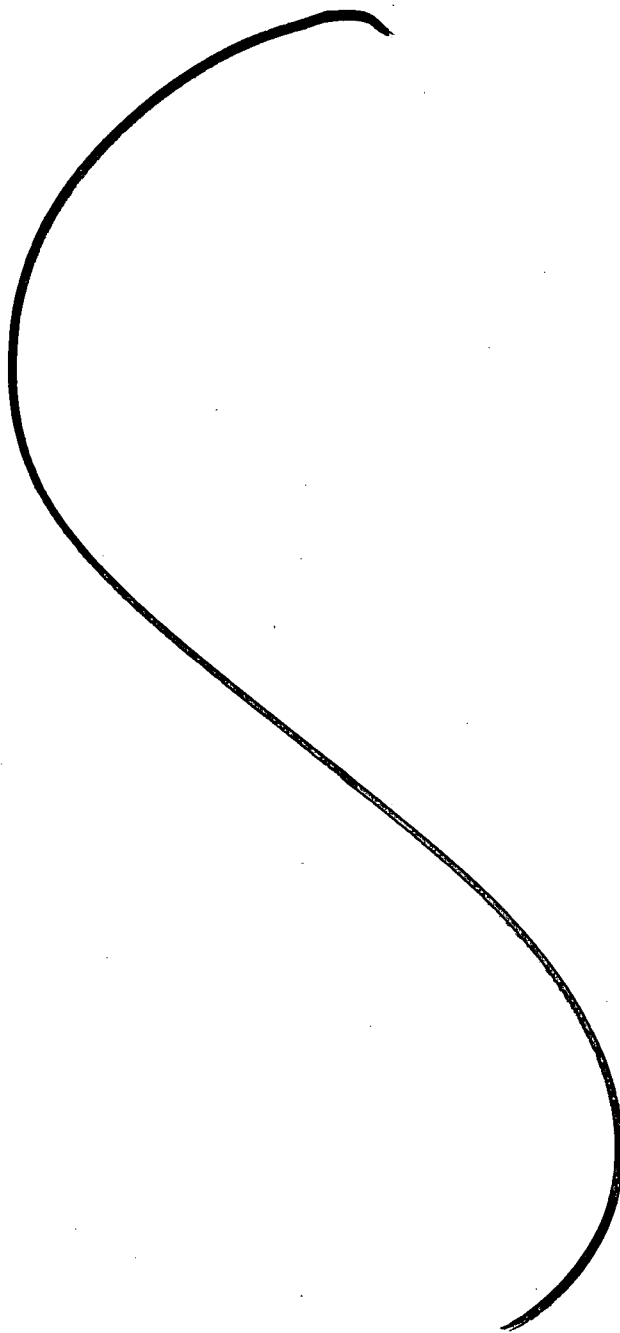
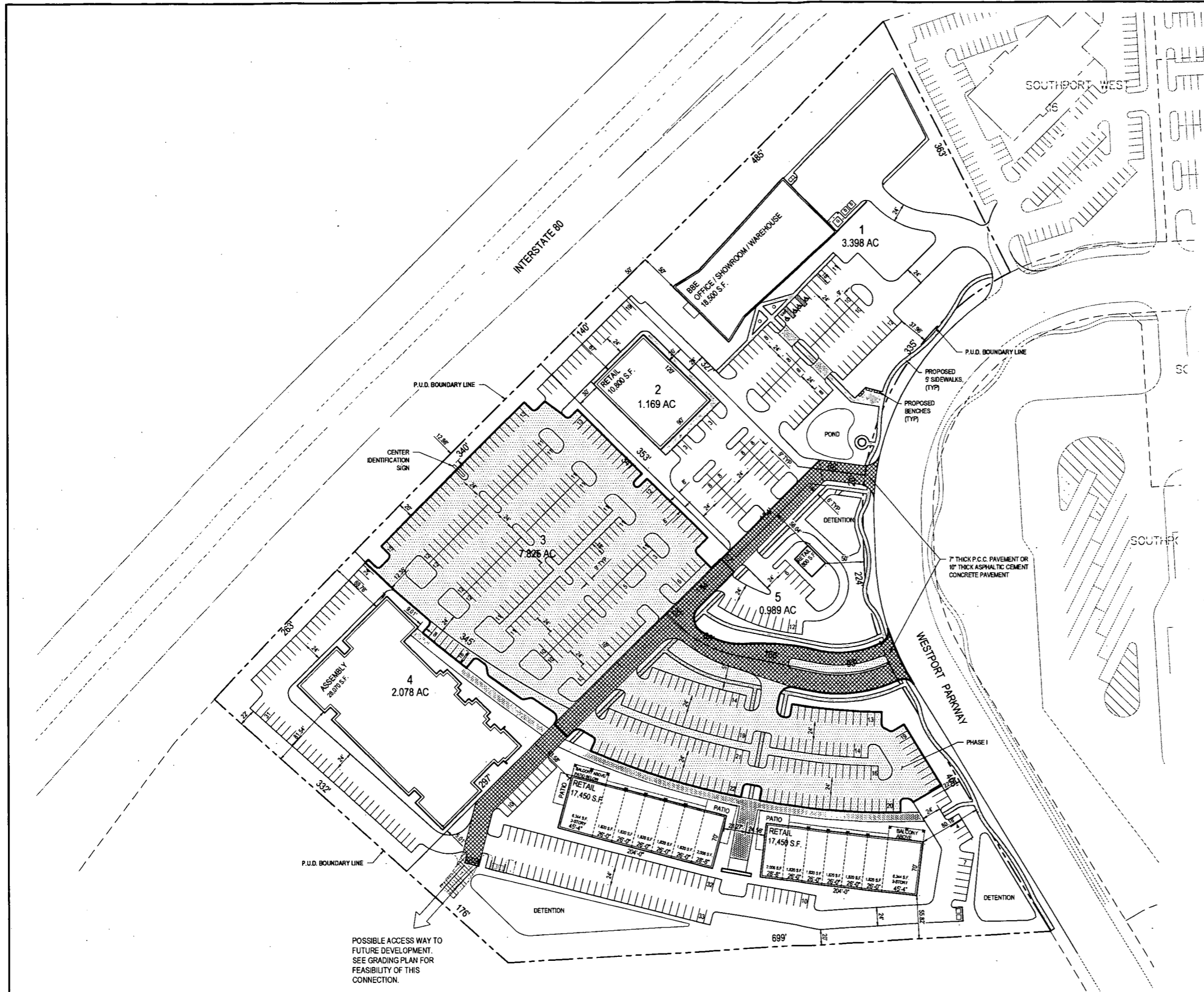


EXHIBIT B

SITE PLAN



Am



- NOTES:
- CROSS PARKING EASEMENTS ALLOWED BETWEEN LOTS 2, 3 & 4 REPLAT 5.
 - THE EXISTING AND PROPOSED VEHICULAR INGRESS/EGRESS AREAS NEED TO BE INSTALLED WITH 7" THICK P.C.C. PAVEMENT OR 10" THICK ASPHALTIC CEMENT CONCRETE PAVEMENT.
 - P.U.D. TO INCLUDE LOTS 1, 2, 3, 4, & 5 REPLAT 5.
 - PARKING STALLS SHALL BE A MINIMUM OF 9' WIDE AND 18' DEEP.
 - SIDEWALKS SHALL BE 5' IN WIDTH, 6" THICK AND MAINTAIN A DISTANCE OF AT LEAST 6' FROM BACK OF CURB.
 - 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 UNLESS OTHERWISE NOTED.
 - SITE FURNISHINGS (BIKE RACKS, BENCHES, ETC.) WILL BE SHOWN & FINALIZED AT THE TIME OF BUILDING PERMIT FOR EACH LOT.
 - PHASE NOTE: PHASE I WILL BE AS NOTED ON THE DRAWING. REMAINING PHASES WILL BE EACH BUILDING AND ASSOCIATED PARKING. THE ORDER OF FUTURE PHASES ARE UNKNOWN AT THIS TIME.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- PEDESTRIAN WALKS / TRAILS
- DECORATIVE PAVING
- PHASE I
- THE EXISTING AND PROPOSED VEHICULAR INGRESS/EGRESS AREAS NEED TO BE INSTALLED WITH 7" THICK P.C.C. PAVEMENT OR 10" THICK ASPHALTIC CEMENT CONCRETE PAVEMENT.
- FUTURE PAVEMENT RECONSTRUCTION AND 7" THICK P.C.C. PAVEMENT OR 10" THICK A.C.C. PAVEMENT FOR ACCESS WAY TO FUTURE DEVELOPMENT

OPEN SPACE CALCULATIONS				
LOT NO.	SQ. FT.	ACRES	REQUIRED OPEN SPACE *	PROVIDED OPEN SPACE
LOT 1 REPLAT 5	147,991	3.398	36,998 S.F.	68,633 S.F.
LOT 2 REPLAT 5	50,943	1.169	12,736 S.F.	12,743 S.F.
LOT 3 REPLAT 5	340,867	7.825	85,214 S.F.	117,809 S.F.
LOT 4 REPLAT 5	90,509	2.078	22,627 S.F.	23,695 S.F.
LOT 5 REPLAT 5	43,249	0.993	10,812 S.F.	18,853 S.F.
TOTAL	673,549	15.463	168,387 S.F.	241,533 S.F.

* 25% OF CURRENT LOT SQUARE FOOTAGE

SITE PARKING TABLE						
LOT NO.	SQ. FT.	ACRES	BUILDING TYPE	BUILDING SIZE	REQUIRED PARKING	PROVIDED PARKING
LOT 1 REPLAT 5	147,991	3.398	OFFICE / SHOWROOM	18,500 S.F.	74 Stalls	75 Stalls
LOT 2 REPLAT 5	50,943	1.169	RETAIL	10,800 S.F.	43 Stalls	57 Stalls
LOT 3 REPLAT 5	340,867	7.825	RETAIL	34,900 S.F.	140 Stalls	501 Stalls
LOT 4 REPLAT 5	90,509	2.078	ASSEMBLY	28,070 S.F.	75 Stalls	63 Stalls
LOT 5 REPLAT 5	43,249	0.993	RETAIL	800 S.F.	3 Stalls	18 Stalls
TOTAL				83,070 S.F.	335 Stalls	714 Stalls

* 7.67 Stalls / 1,000 S.F.

* NOTE: SHARED PARKING BETWEEN LOTS 2, 3, & 4 REPLAT 5

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

SHOPPES AT SOUTHPORT WEST
LAWRENCE, KANSAS

EXHIBIT "C" PLANNED UNIT DEVELOPMENT SITE PLAN

330 North 117th Street, Suite 200, Overland Park, KS 66204
Phone: 482.855.4700 Fax: 482.855.3599
www.eaeg.com

Project No.: E-2000-0001-100
Date: 1/10/2014
Drawn By: JHE
Checked By: JHE
Scale: 1"=50'
Sheet: 1 of 1

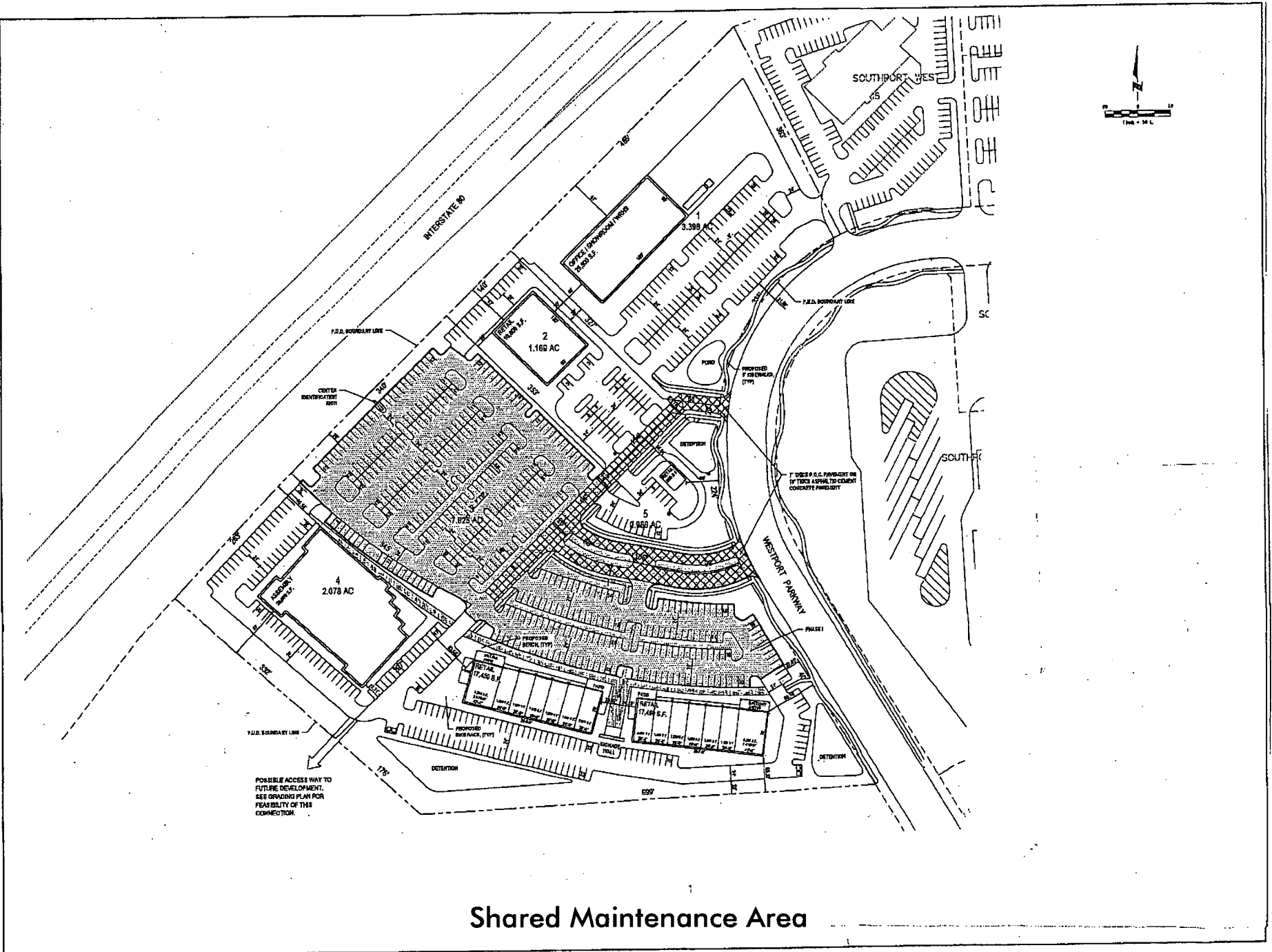
An

EXHIBIT "C"

**SHARED MAINTENANCE AREA
(LOTS 3 AND 4)**



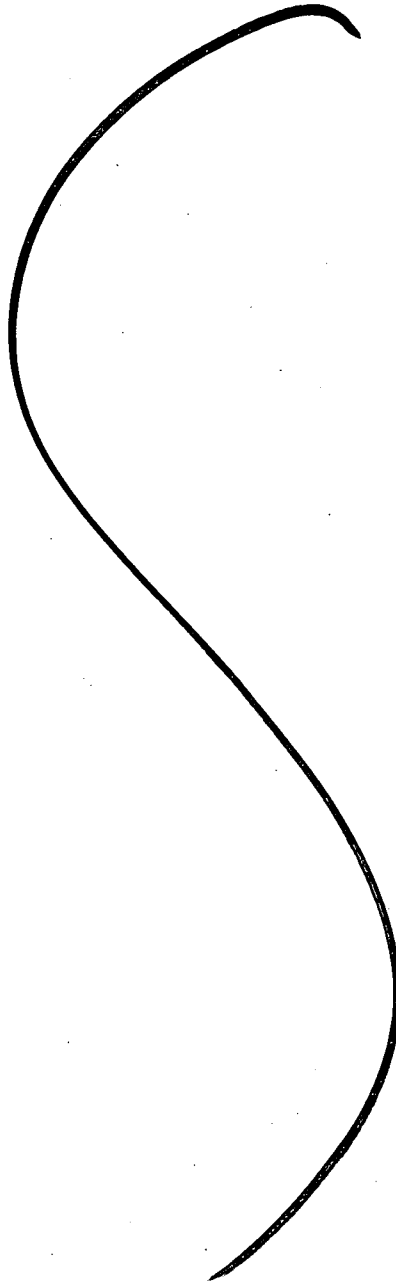
EXHIBIT "C"



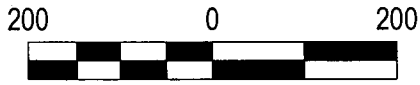
Shared Maintenance Area

AS

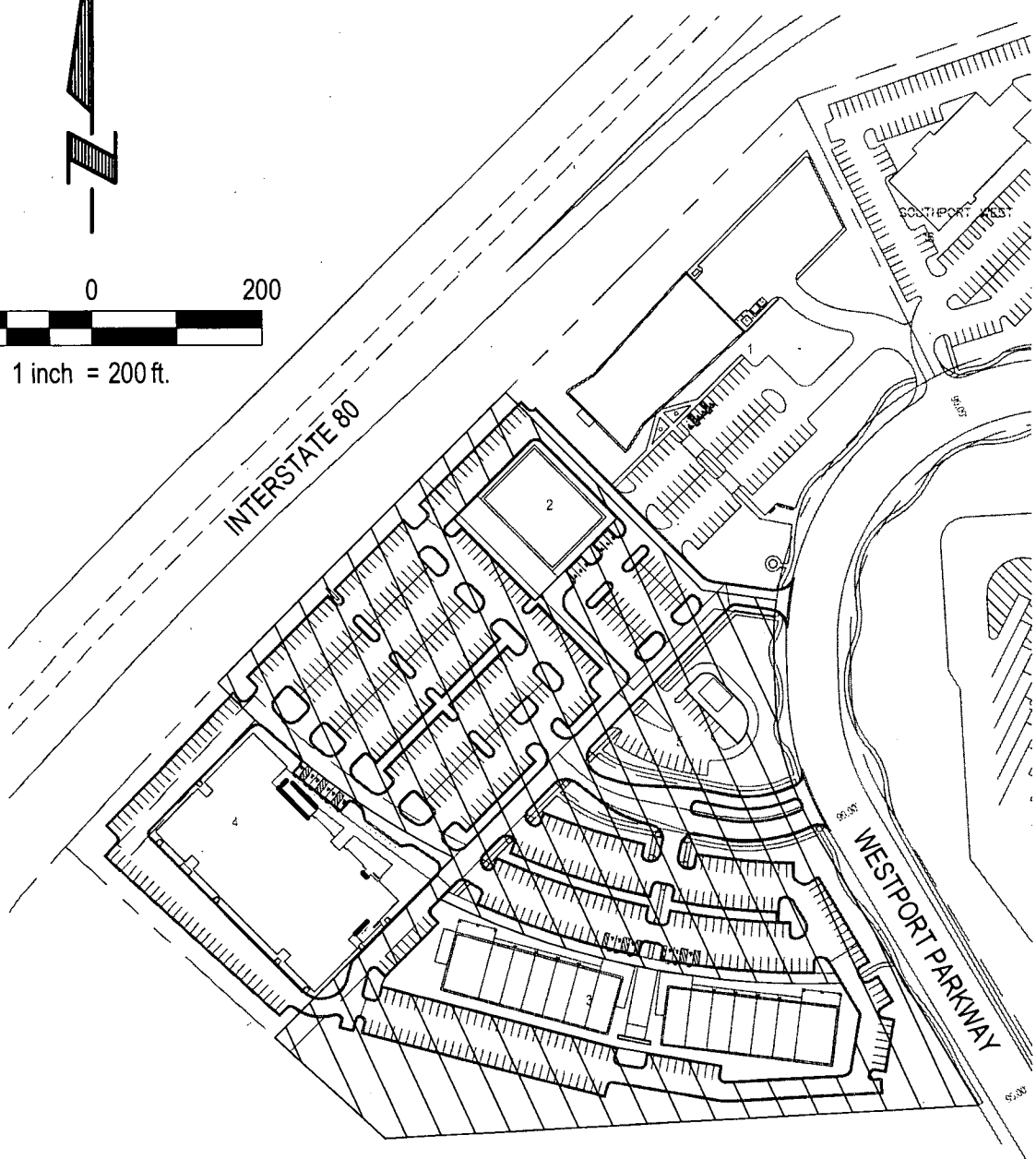
EXHIBIT D
COMMON AREA



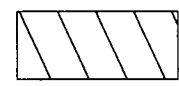
Ag



1 inch = 200 ft.



LEGEND



COMMON AREA



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services
330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700 Fax: 402.895.3599

Job No.: P2000.030.104

Date: 10/02/2014

Drawn by: ASK

Scale: 1"=200"

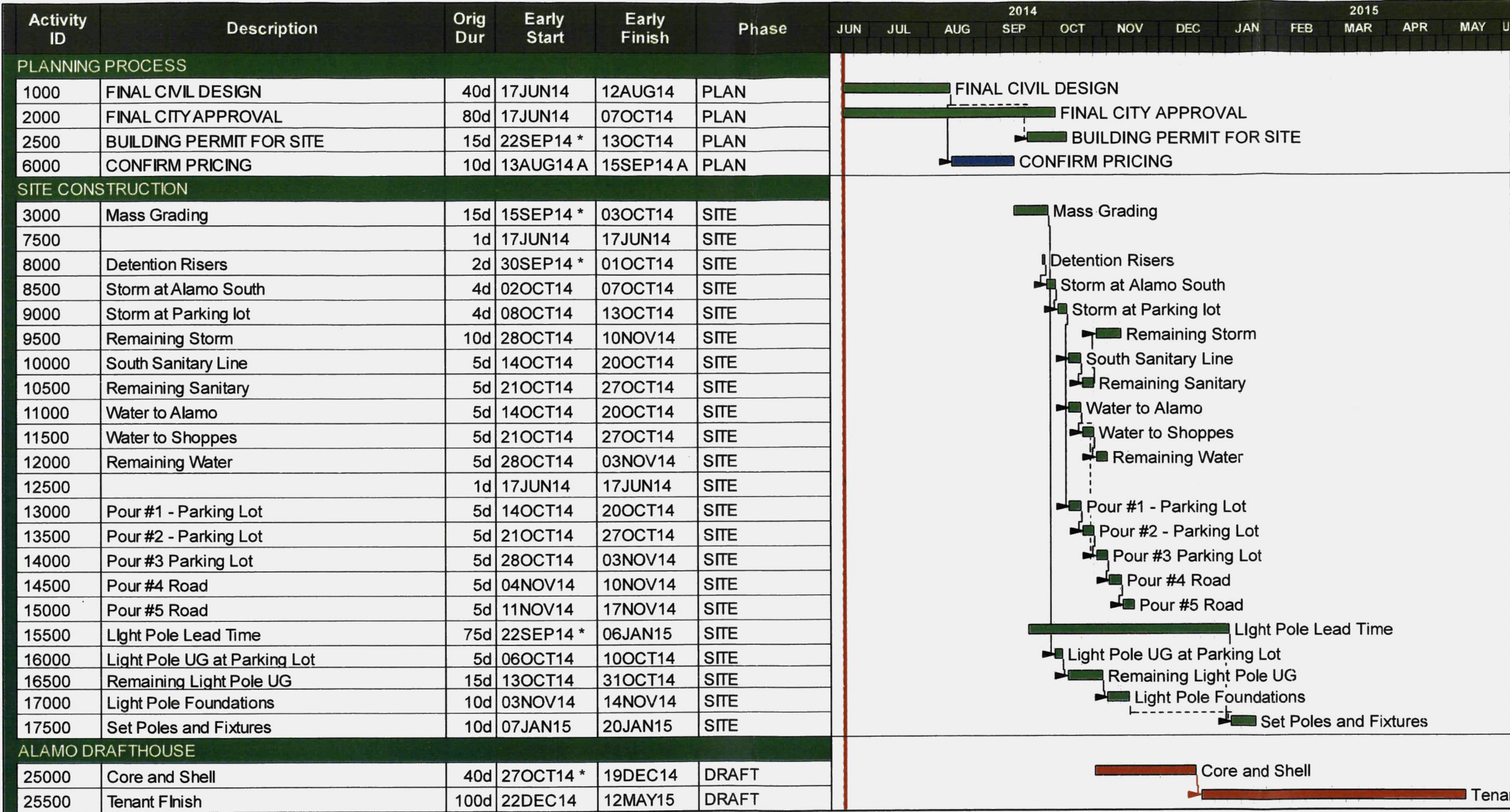
Sht: 1 of 1

SHOPPES AT SOUTHPORT WEST

COMMON AREA PLAN

EXHIBIT "D"

La Vista, NEBRASKA



Start date 17JUN14
Finish date 12MAY15
Data date 17JUN14
Run date 07OCT14
Page number 1A
© Primavera Systems, Inc.

The Weitz Company
Southport West Replat - Exhibit I

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