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FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2015-12197

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*Lloyd J. Dowding*

REGISTER OF DEEDS



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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

*Tim Conway*

*Schemmer*

*1044 N 115th St*

*Omaha Ne 68154*

**City of La Vista  
Conditional Use Permit**

**Conditional Use Permit for Self Storage Facility**

This Conditional Use Permit issued this 21st day of April, 2015, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, SGTS LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

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

Lot 2, Sarpy County Industrial Park Replat 3 in the SW¼ NE¼, Section 19, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska (“Property”)

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

WHEREAS, Owner concurrently will construct and operate self storage facilities on Lot 2, Sarpy County Industrial Park Replat 1, which lot is adjacent to the Property and located in the City of Papillion (“Lot 2 Papillion”). Self storage facilities on Lot 2 Papillion will be constructed and operated with facilities on the Property in La Vista as a unified development and business. Development and operation of Lot 2 Papillion shall be subject to jurisdiction, requirements and approvals of the City of Papillion.

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

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

**Conditions of Permit**

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

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof without the prior written consent of the City (amendment to permit) shall cause permit to expire and terminate, unless exempted herein.
2. In respect to the proposed Use.
  - a Site plans showing the boundaries of the Property and easements, proposed structures, parking, limited access points, utilities, and drives is provided and attached to the permit as “Exhibits A, B, and C”.

- b. Office hours will be daily from 6:30 a.m. to 9:00 p.m.
  - c. There will be one full-time property manager and one full-time assistant manager along with a part-time person responsible for cleaning and maintaining the facility. Property managers are responsible for the marketing and leasing of storage units, customer care, and collection of delinquent accounts.
  - d. The site is 7.27 acres and will be comprised of 9 self-storage buildings. All uses, including secondary or incidental uses, shall conform to the I-1 Zoning District Regulations. The sale or leasing of automobiles, trailers or the like is not permitted.
  - e. The premises shall be developed and maintained in accordance with the site plans (Exhibit A, B, and C) and landscaping plan (Exhibit D) as approved by the City and incorporated herein by this reference.
  - f. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility's structures, except trash receptacles and those approved in writing by the City.
  - g. All trash receptacles shall be placed on property and securely fastened to building or concrete. All trash dumpsters shall be properly screened with a six-foot enclosure and gated with materials similar to the building construction. Such enclosure shall be subject to approval of the Chief Building Official.
  - h. All mechanical units shall be properly screened from public view by structural or vegetative screens, subject to approval of the Chief Building Official.
  - i. There shall not be any outside storage of materials or goods.
  - j. There shall not be any storage or sale of explosives or hazardous materials.
  - k. All permanent and temporary signs shall comply with the City's sign regulations.
  - l. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
  - m. Owner shall obtain permits for grading and Post Construction Stormwater Management Permit from the City of Papillion. Building permits will be concurrently reviewed and issued by both cities.
  - n. All structures shall be constructed, maintained and operated in a safe and responsible manner, and in accordance with any applicable laws, rules or regulations, including, but not limited to, applicable environmental or safety laws, as amended or in effect from time to time, and shall not cause, or create risk of injury or damage to, or loss of life, property or the environment.
  - o. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
  - p. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
  - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
  - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of

C

the conditional use.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
  - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
  - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
  - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
  
5. If the permitted use is not commenced within one (1) year from April 21, 2015, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
  
6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
  
7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
  
8. This permit shall be subject to the terms and conditions of the subdivision agreement between the Owner and City with respect to the Property, dated April 21, 2015, and further shall be subject to Subdivider obtaining all required approvals of the City and City of Papillion. In the event of any conflict, inconsistency or ambiguity in or among any documents, instruments, rules, regulations, or requirements of the City and the City of Papillion, the more stringent rule, regulation, requirement or interpretation will apply.
  
9. Recitals at the beginning of this permit, and all exhibits, agreements or instruments referenced in this permit, shall be incorporated into this permit by reference.

**Miscellaneous**

The conditions and terms of this permit shall constitute covenants running with the land and shall be binding upon owner, his successors and assigns

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

- 2 Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit
- 3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

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

**Effective Date:**

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



THE CITY OF LA VISTA

By [Signature]  
 Douglas Kindig, Mayor

Attest.

[Signature]  
~~Rita Ramirez~~ Pamela A. Buethe  
 City Clerk

CONSENT AND AGREEMENT

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

Owner:

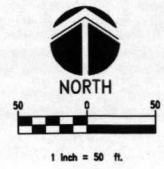
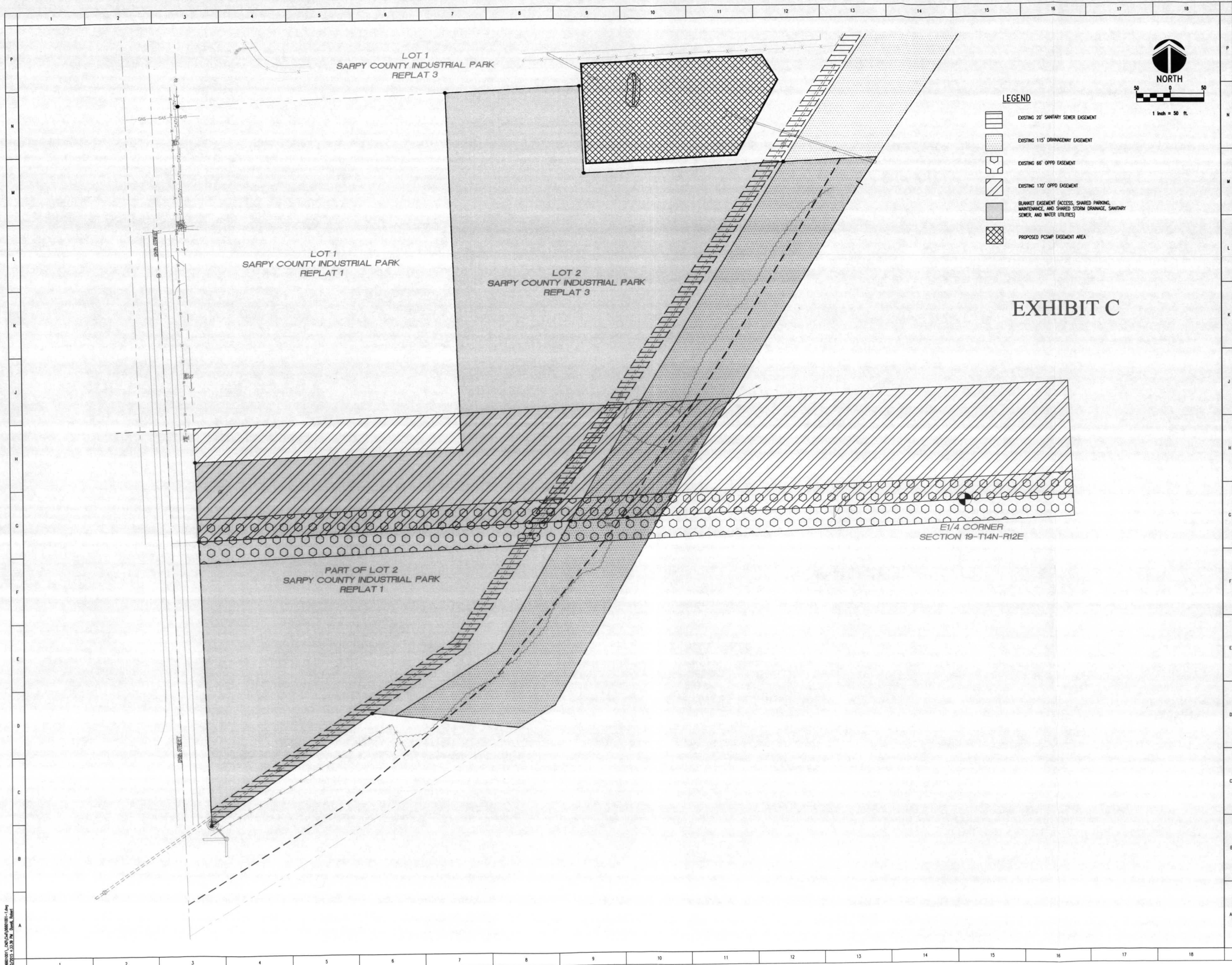
By. [Signature]

Title. MANAGER

Date: 5/22/15







**LEGEND**

- EXISTING 20' SANITARY SEWER EASEMENT
- EXISTING 115' DRAINAGEWAY EASEMENT
- EXISTING 65' OPPD EASEMENT
- EXISTING 170' OPPD EASEMENT
- BLANKET EASEMENT (ACCESS, SHARED PARKING, MAINTENANCE, AND SHARED STORM DRAINAGE, SANITARY SEWER, AND WATER UTILITIES)
- PROPOSED PCSMP EASEMENT AREA

**EXHIBIT C**

NO.	DATE	BY	DESCRIPTION

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

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

PROJECT NO.: 06601.001

**C1-06**

PLANNING AND DESIGN SERVICES, INC.  
4200 20th St. W., Burnsville, MN 55337



