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FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER

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REGISTER OF DEEDS

# 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

Tim Concas Schemmer

1044 N. 115th Str. Omaha NE 68154

### SUBDIVISION AGREEMENT SARPY COUNTY INDUSTRIAL PARK REPLAT 3

This Subdivision Agreement (the "Agreement") is made this 21<sup>st</sup> day of April, 2015 by and between SGTS, LLC, a Nebraska limited liability company ("Subdivider"), and the CITY OF LA VISTA, NEBRASKA ("City")

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

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

WHEREAS, the portion of the Property which is within the corporate limits of the City is currently platted as Lot 1 Sarpy County Industrial Park Replat 2, a platted and recorded subdivision in Sarpy County, Nebraska ("Lot 1 La Vista"). The portion of the Property located within the corporate limits of the City of Papillion is currently platted as shown on Exhibit "A" as part of Lot 2, Sarpy County Industrial Park Replat 1 ("Lot 2 Papillion"); and,

WHEREAS, a distribution center exists on north part of Lot 1 La Vista The Subdivider proposes to subdivide and construct on remaining portions of Lot 1 La Vista and on Lot 2 Papillion, a self-service storage facility and related improvements as depicted on Exhibit "B" ("Building"), and to do so requests of the City division of Lot 1 La Vista into two lots, specifically Lots 1 and 2, Sarpy County Industrial Park Replat 3, as depicted in Exhibit "C" (the "Replatted Area"). The Subdivider concurrently is requesting of the City of Papillion reviews and approvals with respect to parts of the Building project proposed for Lot 2 Papillion; and,

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

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

- Improvements. Subdivider shall construct the Building on the Property as shown on Exhibit "B", all in accordance with the rules, regulations and permitting requirements of the City or Papillion, as applicable. By entering into this Agreement, Subdivider acknowledges that it shall be required to obtain concurrent review and approval of any building permits and other requirements of the City of Papillion, as applicable.
- Payment for Private Shared Infrastructure. The Subdivider shall pay the entire cost of all private infrastructure which shall be placed on the Property to support construction of the Building and commercial use of the Property (collectively, the "Improvements"), and the City shall not pay for any costs associated with such Improvements. Prior to recording of

the proposed plat shown on Exhibit "C", as finally approved by the City, the Subdivider, in addition to any other bonds required by Nebraska law, will present to the City for the benefit of the City binding performance bonds in an amount of 110% of the total estimated costs of the private shared infrastructure Improvements to be constructed or otherwise made by the Subdivider, as set forth on Exhibit "D". Said bonds shall be written by a surety and in form and content satisfactory to the City Engineer, include a two-year warranty period, and by their terms be enforceable by the City.

- 3. <u>Maintenance of Improvements</u>. Subdivider shall maintain the Improvements after construction of the same by Subdivider, all in accordance with the rules, regulations and requirements of the City and Papillion, as applicable.
- 4. Right to connect to City sewer system. The City acknowledges that SGTS, LLC and the City previously entered into a sewer connection agreement applicable to the Property dated April 21, 2015 ("Sewer Connection Agreement"), which Sewer Connection Agreement shall be incorporated into this Agreement and shall be binding on the Subdivider, Lot 2 of the Replatted Area, and any private sanitary sewer on said Lot 2 to the same extent as if fully set forth in this Agreement, and such prior sewer connection agreement and the provisions of this section 4 shall fulfill the obligation of the Subdivider to obtain a sewer connection agreement for Lot 2 of the Replatted Area.
- 5. <u>Sewer Connection Fee.</u> The City acknowledges that Subdivider (or its predecessor) previously paid a sewer connection fee to the City for the proposed Lot 2 of the Replatted Area, and no additional fee shall be required from Subdivider to the City for the proposed Lot 2.
- Watershed Management Fee. The Subdivider shall make payment to the City for Watershed Management Fees. The City will collect this fee and remit it to the Papillion Creek Watershed Partnership. This fee is computed as follows for Lot 2, Sarpy County Industrial Park Replat 3 on which new development or significant redevelopment is to occur: Lot 2 = 7.25 acres @ \$4,387.00 per acre = \$31,805.75.
  - The fee stated in this section above is calculated at the rate currently in effect and is subject to increase. The rate in effect at the time of issuance of the building permit for the Building will be the rate actually used for calculating the fee and payment. Payment shall be made to the City prior to receiving a building permit to construct improvements on any portion of Lot 2
- Floodplain/Floodway. Location and components of the Building in relation to existing floodplain and floodway, and compliance with applicable stormwater management policies, including without limitation, the Papillion Creek Watershed Stormwater Management Policies Policy Group #5 for Floodplain Management, shall be demonstrated by the Subdivider and subject to review and approval to the satisfaction of the City Engineer and Papillion. By entering into this Agreement, the City acknowledges that Papillion, subject to approval of the City Engineer, may review and approve the post-construction stormwater management plan and grading permit on behalf of the City since both municipalities utilize the same standards.

- C
- 8. <u>Drainage Calculations and Map</u> Subdivider, prior to the City's execution and delivery of the final plat to the Subdivider, shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City Engineer setting forth easements required to convey major storm sewer events (hundred year flood) over the surface of the Property, which easements Subdivider shall provide in the plat or other instruments, in form and content satisfactory to the City Engineer.
- 9. <u>Easements</u>. All easements required by the Subdivider, City, or any other party, for existing, proposed, or relocated public or private or shared improvements, including without limitation, sewers, utilities, roads or other infrastructure or improvements, shall be granted by the final plat or by other separate instruments, in form and content satisfactory to the City Engineer ("Easements") The proposed Easements are set forth on <u>Exhibit "E"</u> attached hereto. Release of the final plat for recording shall be conditioned on execution, delivery and recording of said Easements with the final plat. Copies of recorded Easements shall be provided to the City.
- Infrastructure and Easements at Private Expense. The cost of all infrastructure, Improvements and Easements within and serving the Replatted Area shall be constructed, maintained and provided at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider, and no part thereof shall be the responsibility or expense of City.
- Binding effect. This Agreement shall be binding upon the parties, their respective successors, and assigns This Agreement shall be subject to the terms and conditions of the conditional use permit as attached hereto as Exhibit "F," and further 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
- 12. <u>Right to Enforce</u>. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Property (including the Replatted Area) and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
- 13. <u>Incorporation by Reference</u>. Recitals at the beginning of this Agreement, and all exhibits, documents or instruments referenced in this Agreement, are incorporated into this Agreement by reference.
- 14. 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 if 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
- 15. <u>Assignment</u>. This Agreement may not be assigned by any party without the express written consent of all parties.
- 16. <u>Entire Agreement</u>. 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.
- 17. <u>Severability</u>. 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.
- Filing of Record. The Subdivider, at its expense when recording the final plat and Easements, shall record this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause a recorded copy thereof to be transmitted to the City Administrator.
- Agreements Herein Constitute Covenants Running with Land. This Agreement and the agreements and understandings contained or incorporated herein constitute covenants running with the land and shall be binding upon the Subdivider and all of Subdivider's successors, heirs, assigns, lenders, mortgagees and others gaining or claiming an interest or lien in or against Subdivider or any property within the Replatted Area. This Agreement shall be subject to approval of the governing body of the City and cannot be changed without approval of said governing body and a written amendment executed by proper officials of the City. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent modified by this Agreement. City has the right, but not the obligation, to enforce any and all covenants.

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

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

ATTEST:

CITY CLERK

**DATE** 

CITY OF LA VISTA

MAYOR

DATE

SGTS, LLC, a Nebraska limited liability company

Nagnw

Bv:

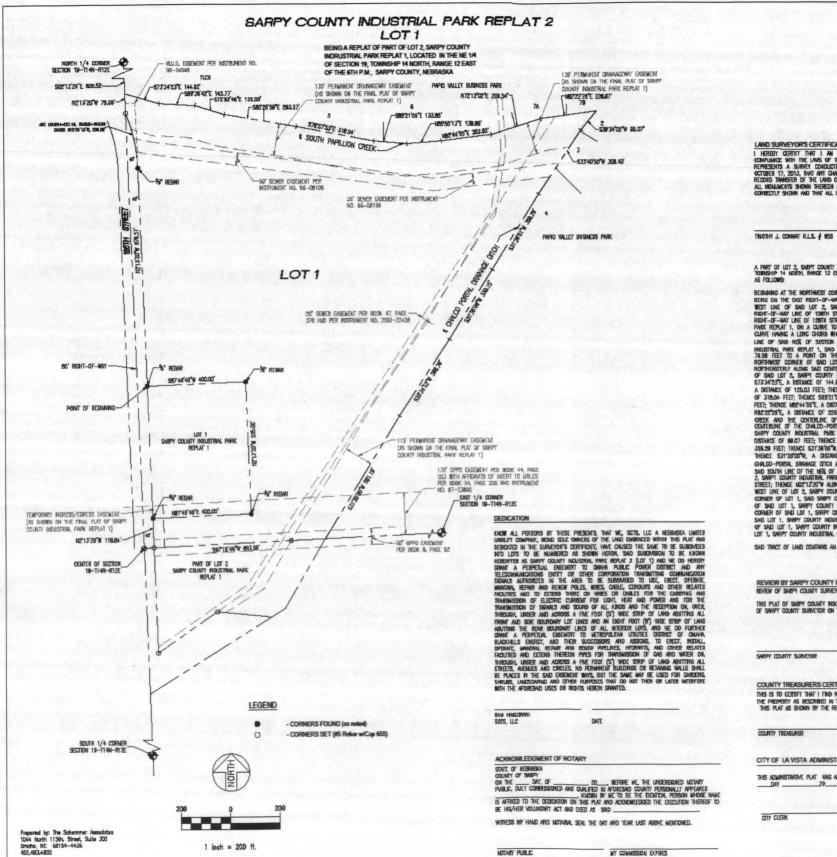
DATE

Title: MANAGEL

#### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )
COUNTY OF Sarpy ) ss.
On this 22 nd day of May, 2015, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.
Michelle Halstead
Notary Public
ACKNOWLEDGMENT OF NOTARY
STATE OF NEBRASKA  ) ss.  COUNTY OF  220d to  220d to  NAME TO LESS A GOVERNMENT OF THE PLAN AND AND SECTION OF THE PLAN AND AND SECTION OF THE PLAN
On this 22nd day of May, 2015, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Ram HingoRani personally known by me to be the Manager of SGTS, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.
michelle Halstead
Notary Public

GENERAL NOTARY-State of Nebraska
MICHELLE HALSTEAD
My Comm. Exp. October 22, 2018



NOTARY PUBLIC

LAND SURVEYOR'S CERTIFICATE

I HERBY CERTIFY THAT I AN A PROFESSIONAL LAND SURVEYOR, RECISTABLE IN
COMPLIANCE WITH THE LANS OF THE STAR OF BRIDGES, THAT THIS PART CORRECTLY
REPRESENTS A SURVEY CONDUCTED BY ME OR BINDER WY DRECT SUPPRISON ON
OCTOBER 17, 2013, BUT ANY CHANGES PHON THE DESCRIPTION APPRAISED IN THE LAST
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ALL MOJAMENTS SHOWN THEREON ACTUALLY DOST AS DESCRIPTION AND THE POSITION IS
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REVIEW BY SARPY COUNTY PUBLIC WORKS REVIEW OF SARPY COUNTY SURVEYOR

COUNTY TREASURERS CERTIFICATION

THIS IS TO GERIFF THAT I FIND NO REQUIAR OR SPECIAL TAXES DUE OR DELINGUENT ACAINST THE PROPERTY AS EXECUTED IN THE SUMMETOR'S CORTINICATE AND EMBINACED IN THIS THAT AS SHOWN OF THE RECORDS OF THIS OFFICE.

CITY OF LA VISTA ADMINISTRATIVE PLAT APPROVA

THIS ADMINISTRATIVE PLAT. WAS APPROVED BY THE CITY OF LA VISTA, NEBRASKA ON THIS

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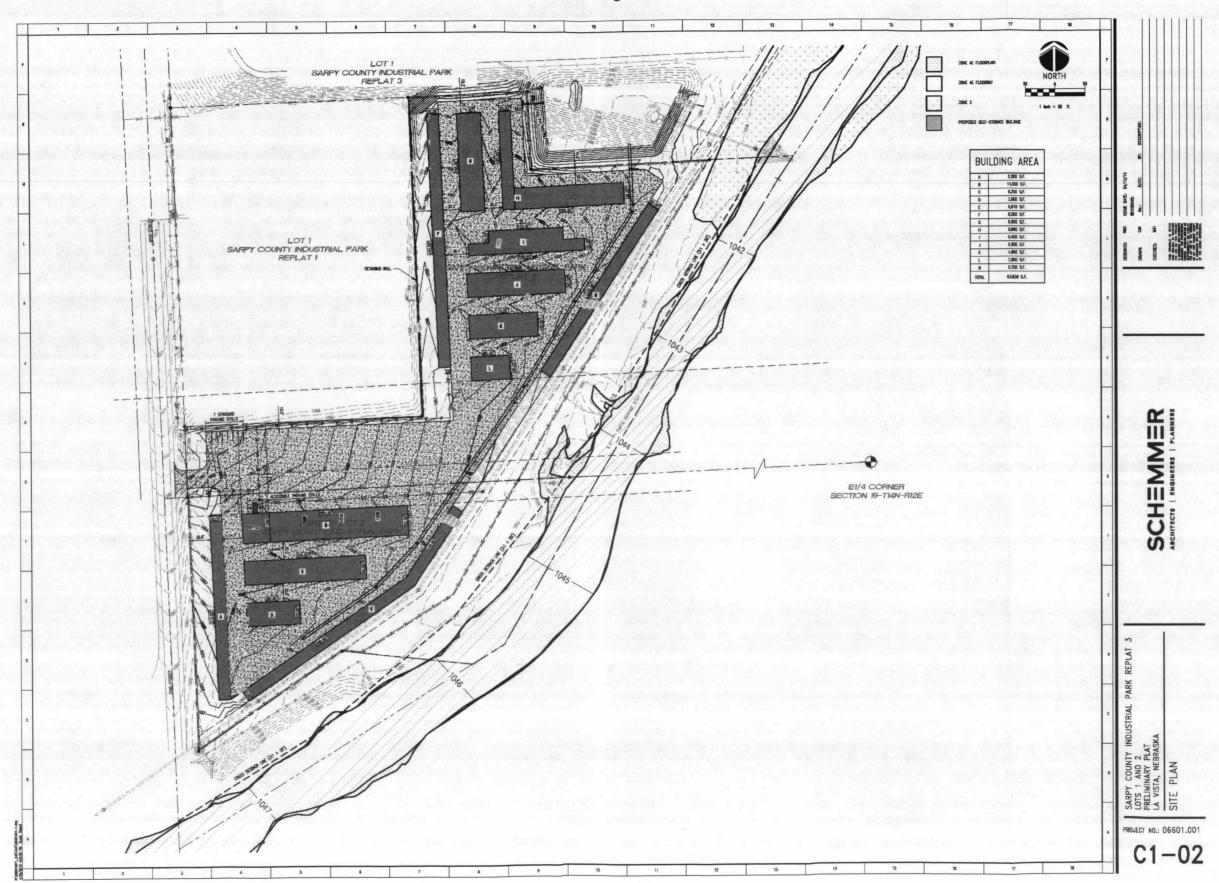
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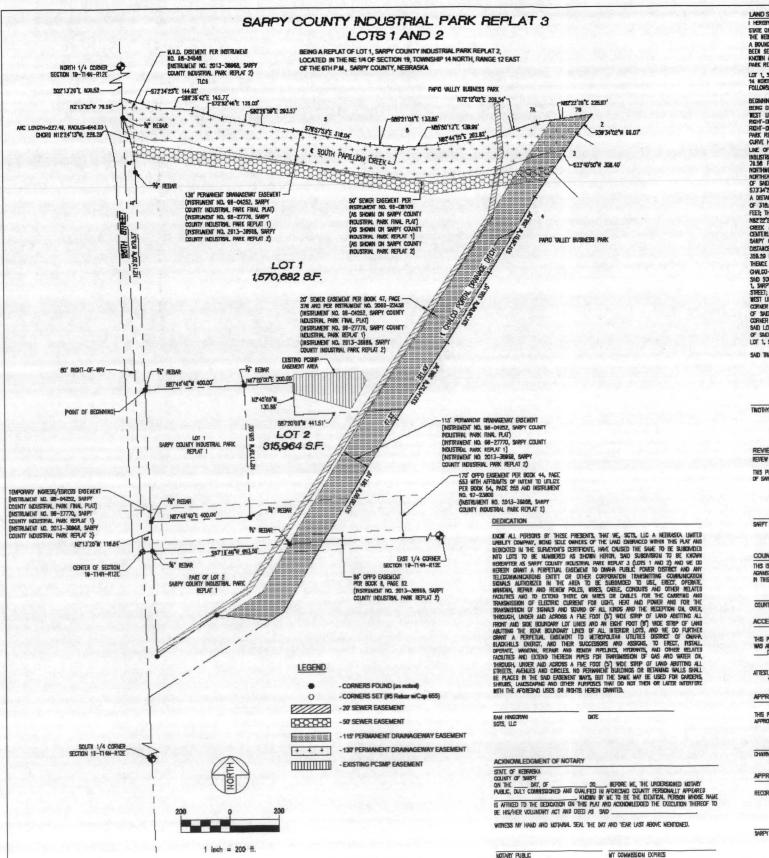
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#### **EXHIBIT "B"**

#### Building



#### Replatted Area



state of Nebraska, and that this plat meets or exceeds the "Ninimum Standards for Surveys" adopted by The Nebraska state board of examiners for Land Surveydrs, further, I hereby certify that I have made A BOUNDARY SURFEY OF THE SURDINGION DESCRIBED HERON AND THAT PERMANENT MARKERS WILL BE SET (OR HAVE BEEN SET) AT ALL LOT CORNERS, ANGLE POINTS AND AT THE BIOS OF ALL CUMMS WITHIN THE SURDINSION TO BE KNOWN AS SAMPY COUNTY INDUSTRIAL PARK REPLAT 3, BEING A REPLATING OF LOT 1, SAMPY COUNTY INDUSTRIAL PARK REPLAT 2. DESCRIBED 28 FOLLDING:

14 MORTH, RANGE 12 DEST OF THE STM PAIL, SARPY COUNTY, NESWASON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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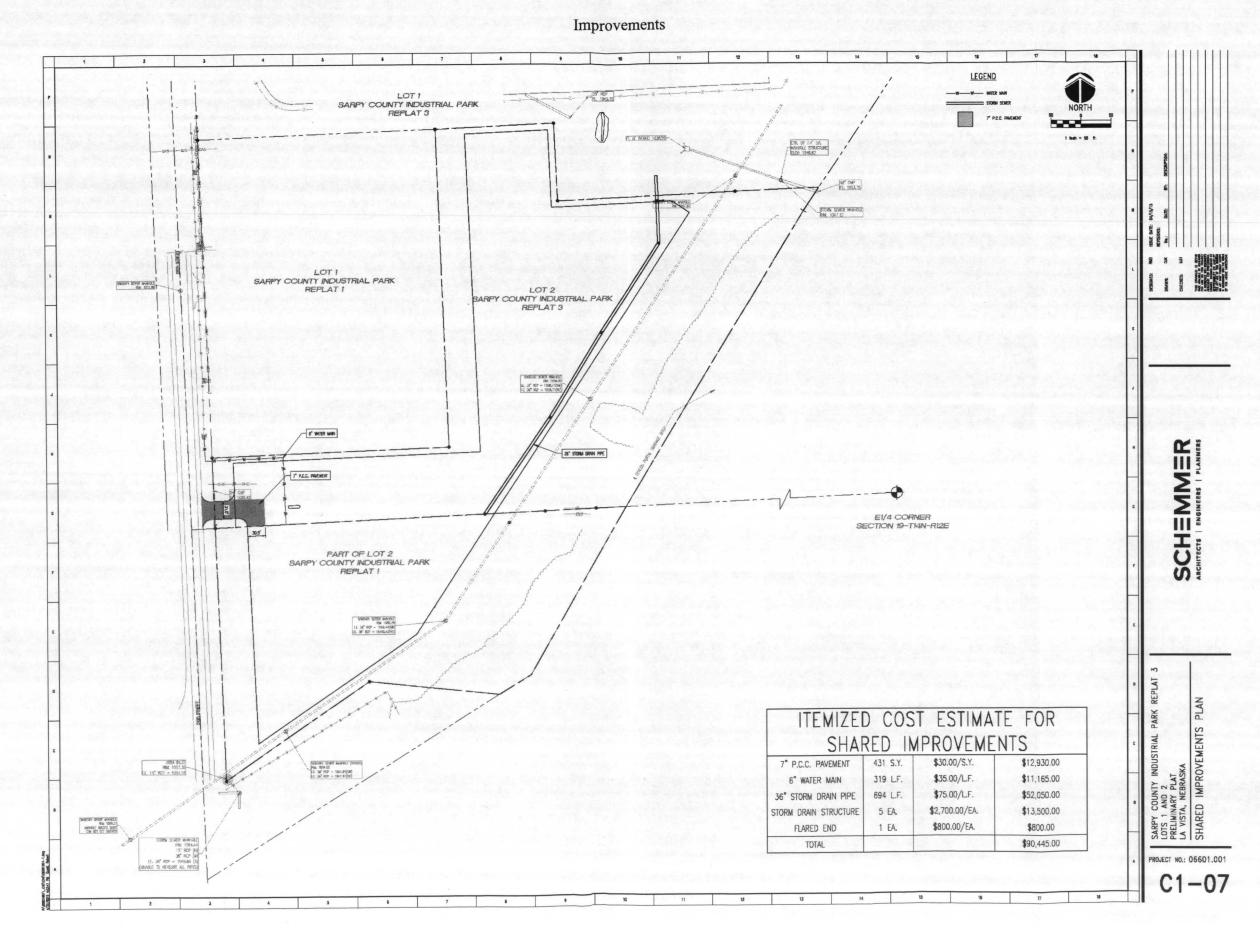
INOTHY J. COMMAY R.L.S. # 665	DATE
REVIEW BY SARPY COUNTY PUBLIC I	WORKS
	WARK REPLAT 3 WAS REMEMBED BY THE OFFICE
SARPY COUNTY SURVEYOR	(SEAL)
COUNTY TREASURERS CERTIFICATION	ON
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COUNTY TREASURER	DATE
ACCEPTANCE BY LA VISTA CITY COU	INCIL
WAS APPROVED BY THE CITY COUNCIL OF T	Park Replat 3 (Lats Numbered as Shama) The City of La Mista, Nebraska on This Ridance with State Statutes of Nebraska.
ATTEST	WAYDR
APPROVAL OF LA VISTA CITY PLANN	ING COMMISSION
	PARK REPLAT 3 (LOTS MUNGERED AS SHONN) WAS SON ON THISDAY
DHARMAN OF LA VISTA CITY PLANNING COM	MISSION
APPROVAL OF SARPY COUNTY REGI	ISTRAR OF DEEDS
RECORDED ON THISBAY	20
SARPY COUNTY REDISTRAR OF DEEDS	DATE

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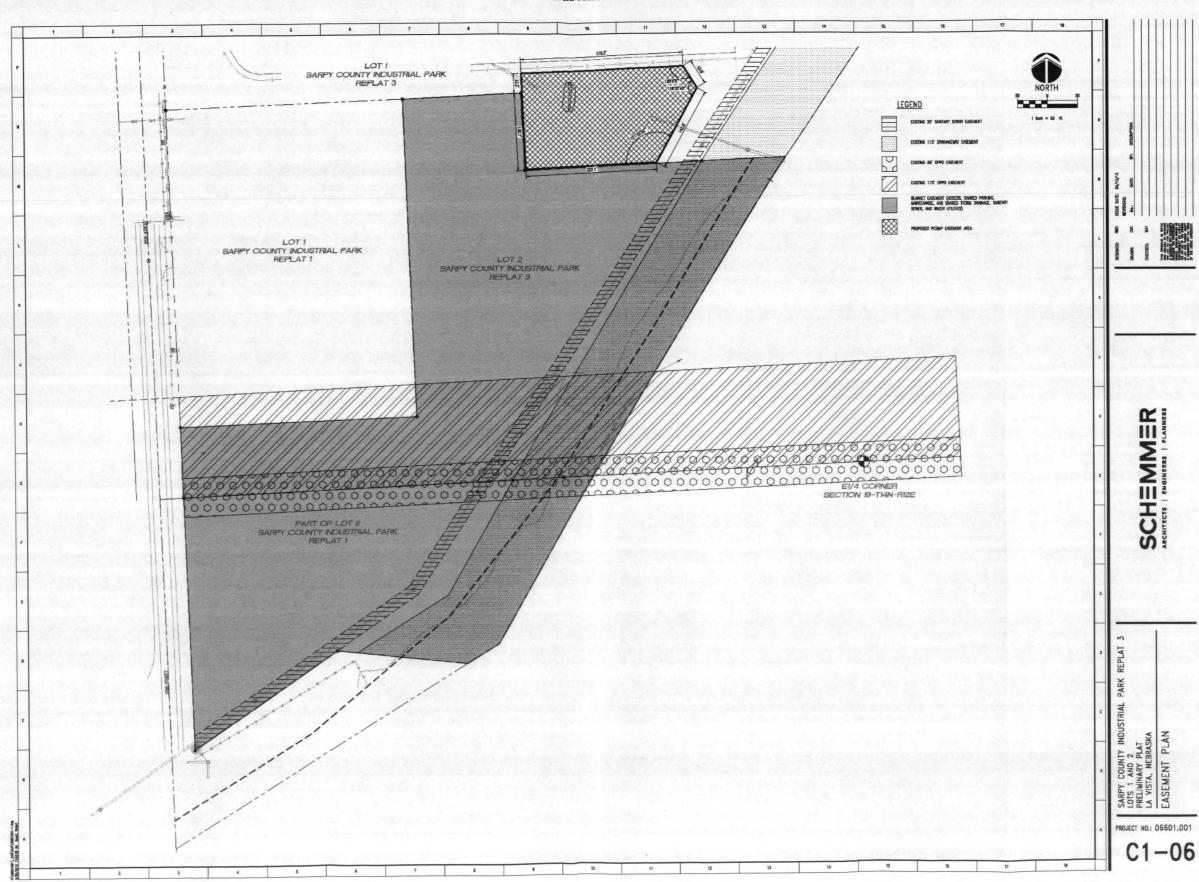
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SHEET 1 of 1



#### EXHIBIT "E"

#### Easements



#### EXHIBIT "F"

#### Conditional Use Permit

[The remainder of this page intentionally left blank; Conditional Use Permit document follows

#### 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 parttime 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.
- 1. 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



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.
- 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
- 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.
- Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: Ram Hingorani

SGTS LLC

8719 S. 135th Street Omaha, NE 68138

#### **Effective Date:**

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

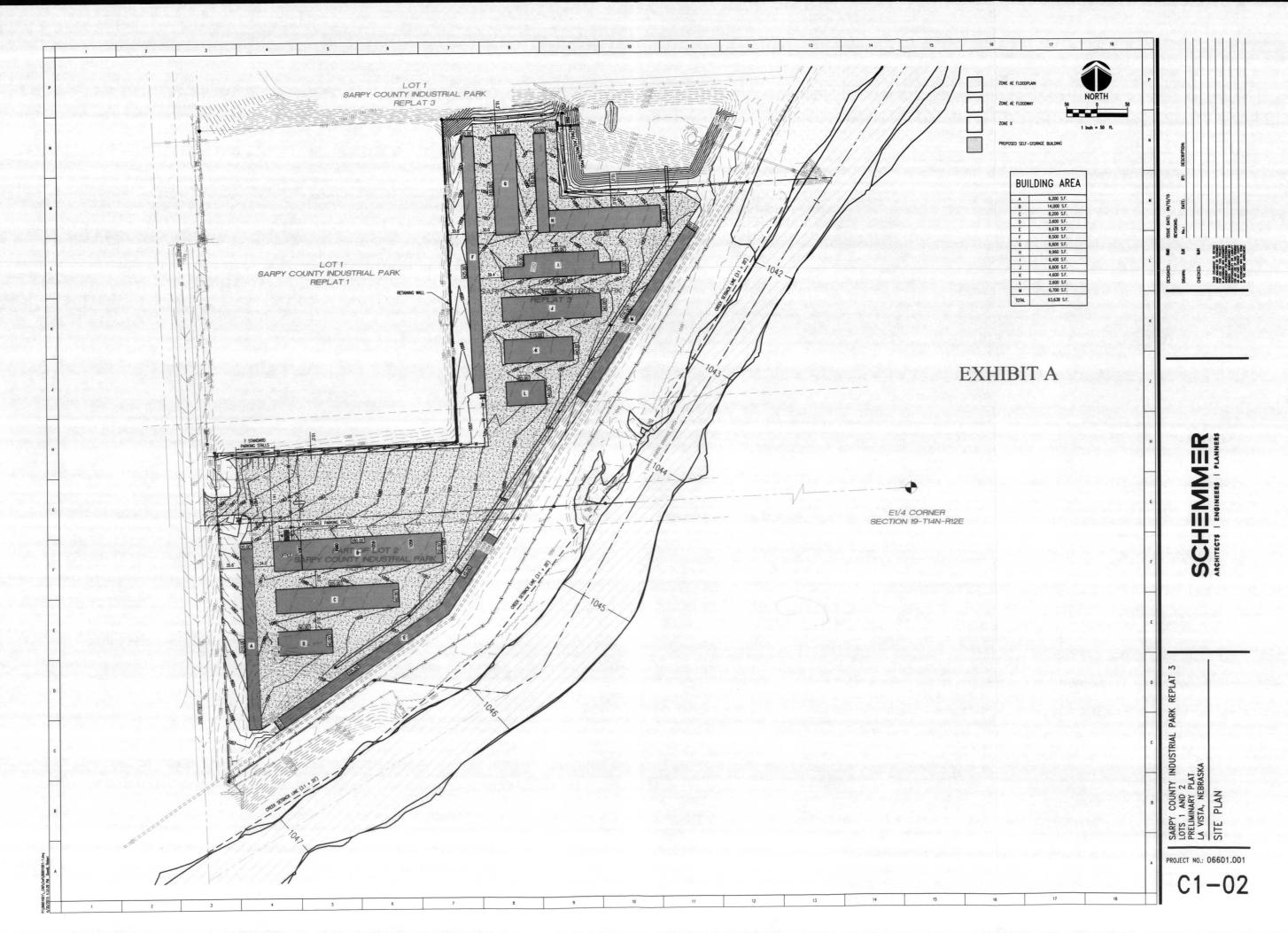
THE CITY OF LA VISTA

	By Douglas Kindig, Mayor		
Attest			
Rita Ramirez			
City Clerk			

#### **CONSENT AND AGREEMENT**

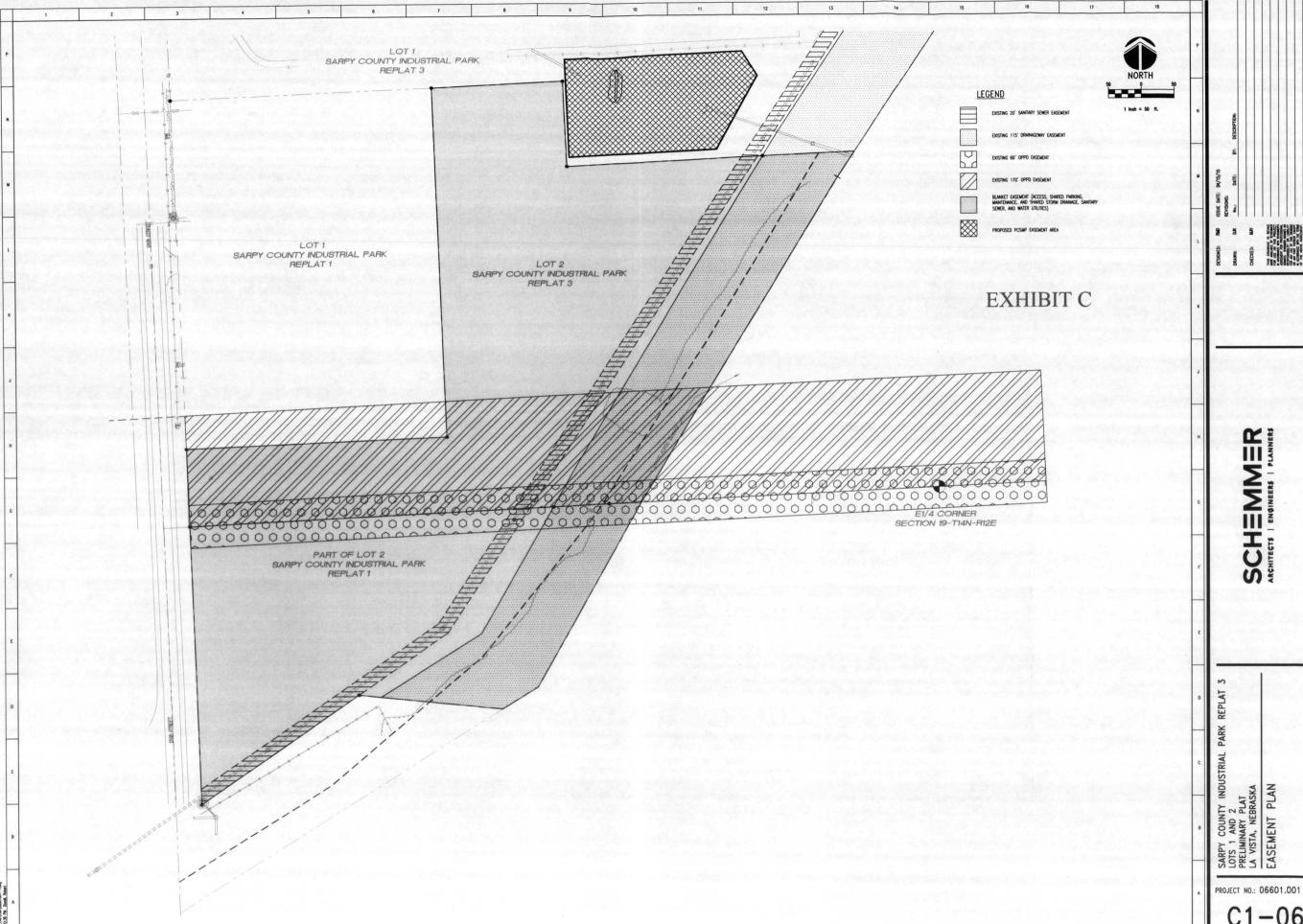
The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and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

Owner.		
By:		
Title: _		
Date:		



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2015-12198

