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FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2015-26720

10/30/2015 1:24:17 PM

Lloyd J. Dowding

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

*R+R Ehrhart + Griffin + Associates
Larry A Van Fleet R.L.S.
3552 Farnam St
Omaha NE 68131*

**SUBDIVISION AGREEMENT
CENTECH BUSINESS PARK REPLAT TWO**

This Subdivision Agreement, made this 15th day of September, 2015 by and between MILLENNIUM PLACE, LLC a Nebraska limited liability company (hereinafter referred to as "SUBDIVIDER"), and SANITARY AND IMPROVEMENT DISTRICT NO. 172 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 172"), and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "CITY").

WHEREAS, the Subdivider is the owner of the land shown on the proposed replat attached hereto as Exhibit "A" (hereinafter referred to as "PROPERTY" or "Replatted Area"), which parcel of land is outside the corporate limits of the City, but within the City's zoning and platting jurisdiction. The replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat; and

WHEREAS, the PROPERTY was originally platted as Lots 39 and 40, inclusive, Centech Business Park, a platted and recorded subdivision in Sarpy County, Nebraska under the conditions set forth in a previous Development Agreement adopted by the Sarpy County Board of Commissioners on June 20, 1995 ("Original Development Agreement"); and by administrative plat in or about 2003, Lots 39 and 40 were consolidated into a single Lot 40A; and

WHEREAS, a building and related improvements were constructed and made on western portions of Lot 40A; and

WHEREAS, the Subdivider proposes to construct on eastern portions of Lot 40A a new building, and to do so requested subdivision of Lot 40A into two lots as depicted in Centech Business Park Replat Two attached as Exhibit "A" ("Replat"). The existing building will be located on Lot 1, and the new building constructed on Lot 2, of the Replat ; and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the PROPERTY to the sewer system of SID 172; and

WHEREAS, the Subdivider, SID 172 and City desire to agree on various matters as set forth in this Agreement; and

WHEREAS, all provisions of the Original Development Agreement pertaining to the PROPERTY are valid and are hereby affirmed and shall remain in effect except as modified by this Subdivision Agreement.

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

1. Right to connect to City sewer system. The PROPERTY is located within the Wastewater Service Area covered by an agreement between the City of Omaha and the City of La Vista. Said agreement requires the City of La Vista to approve all connections within said Wastewater Service Area that ultimately receive treatment of sewage by the City of Omaha. The City of La Vista hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer service of the PROPERTY to the City of La Vista sanitary sewer system, subject to obtaining proper permits and connection agreements in form and content satisfactory to the City Engineer, and paying the applicable fees at the rates in effect at the time of said connection, which rates are subject to increase. Notwithstanding any other provisions of this Agreement, all direct or indirect connections to the City of La Vista sanitary sewer system shall be subject to all requirements applicable to the sanitary sewer system from time to time, and City of La Vista retains the right to disconnect the sanitary sewer of any industry, or other sewer user within the area to be developed, which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statutes, rules, or regulations.

2. Sewer Connection/Drainage Fee. The Subdivider City agree that Subdivider has previously made payment of a sewer connection fee in the amount of \$3600 in March of 2000 as part of a building permit for a structure on Lot 40 of Centech Business Park. This amount represented the fee for 1 acre of property at the rates in effect at that time. In accordance with the Sewer Connection Fee Ordinance in effect at that time, the fee should have been based on 1.886 acres for Lot 40 at \$3600 per acre. In 2003 an administrative plat was undertaken by the Subdivider which combined Lots 39 and 40 of Centech Business Park into one lot known as Lot 40A containing a total of 3.26 acres. The Subdivider now proposes to divide Lot 40A into two lots as shown on Exhibit "A". At such time as any additional building permit is obtained for future development on Lot 1, Centech Business Park Replat Two, the Subdivider shall pay a sewer connection fee for the portion of Lot 1 on which a sewer connection fee was not previously collected. This amount will be based on 2.21 acres less the 1 acre on which the fee was previously paid resulting in 1.21 acres of property on which the fee has not been collected. Payment shall be based on the current rates in effect at the time of the building permit. The fees for each lot at the current rates in effect upon execution of this Subdivision Agreement is computed as follows:

Unpaid portion of Lot 1 to be paid if an additional building permit is obtained:

1.21 acres @ \$5,973.00 per acre for industrial zoning = \$ 7,227.33

Fee to be collected for Lot 2 when a building permit is obtained:

1.05 acres @ \$5,973.00 per acre for industrial zoning = \$ 6,271.65

- C
3. Watershed Management Fee. The Subdivider shall make payment to the City of La Vista for Watershed Management Fees with respect to development of Lot 2 of the Replatted Area. The City will collect this fee and remit it to the Papillion Creek Watershed Partnership. This fee is computed as follows for the portion of Lot 2, Centech Business Park Replat Two, on which new development or significant redevelopment is to occur. Payment shall be made to the City prior to receiving a building permit to construct improvements on Lot 2 of the PROPERTY. Payment shall be based on the current rates in effect at the time that payment is made. The fee at the current rates in effect upon execution of this Subdivision Agreement is computed as follows:

Lot 2, Centech Business Park Replat Two
1.054 Acres @ \$4,497.00 per acre, industrial zoning \$4,739.84

The fee stated in this section above is stated at the rates currently in effect and is subject to increase. The rates in effect at the time of issuance of the building permit, if greater than the above stated rates, will be the rates to be paid. Payment must be made to City's Permits & Inspections Division before a building permit will be issued and before the commencement of construction of any improvements related to such building.

4. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. 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 this Subdivision Agreement or otherwise.
5. Easements. All easements required by the Subdivider, SID 172, 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 instruments, in form and content satisfactory to the City Engineer ("Easements"). Subdivider and all successors and assigns of Subdivider shall be jointly and severally responsible for maintenance, operation, replacement and repair of any Easements or improvements thereof or thereon. 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.
6. 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 SID 172 or City.
7. Annexation. Subdivider and SID 172 each agrees not to directly or indirectly fund or pursue, or encourage any other person to fund or pursue, any lawsuit or other action

contesting annexation of the Replatted Area, or any part thereof, by the City. Subdivider and SID 172 each agrees that the City shall not be obligated to annex the Replatted Area.

8. Binding effect. The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.
9. 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 SID 172 or the City at law, in equity or such other remedy as SID 172 or City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.
10. Incorporation by Reference. Recitals at the beginning of this Agreement, and all exhibits, documents or instruments referenced in this Agreement, are incorporated into this Agreement by reference.
11. 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.
12. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
13. 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.
14. 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.
15. Filing of Record. The Subdivider, at its expense promptly will record the final plat, Easements and this Agreement in the land records of the Office of the Register of Deeds of Sarpy County and shall cause a recorded copy thereof to be transmitted to the City Administrator.
16. Covenants Running with Land. This Agreement and the agreements and understandings contained or incorporated herein constitute perpetual covenants running with the land and shall be binding jointly and severally upon the Subdivider and all of Subdivider's

successors, heirs, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against Subdivider or any PROPERTY within the Replatted Area. This Agreement shall be subject to approval of the governing bodies of SID 172 and the City and cannot be changed without approval of both said governing bodies and a written amendment executed by proper officials of both SID 172 and 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 and SID 172 each shall have the right, but not the obligation, to enforce any and all covenants.

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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:

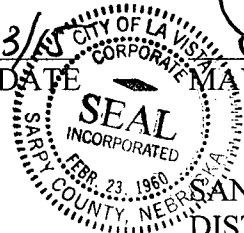
CITY OF LA VISTA

Pamela A. Duethe

CITY CLERK

10/23/15

DATE



[Signature]

MAYOR

10/23/15

DATE

ATTEST:

SANITARY AND IMPROVEMENT
DISTRICT NO. 172 OF SARPY
COUNTY, NEBRASKA

[Signature]
CLERK

10-19-15
DATE

[Signature]
CHAIRPERSON

10/20/15
DATE

MILLENNIUM PLACE, LLC

[Signature]

By: DANIEL J. THIELE

10/6/15

DATE

Title: MANAGING MEMBER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 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.

Notary Public

ACKNOWLEDGMENT OF NOTARY

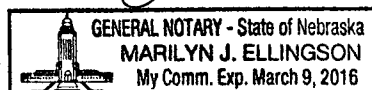
STATE OF NEBRASKA)
) ss.
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 20 day of October, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Vera Jane Kiyu and Frank R. Kiyu, personally known by me to be the Clerk and Chairperson of SID 172, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said SID 172.

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

Marilyn J. Ellingson
Notary Public



H

STATE OF NEBRASKA

COUNTY OF Sarpy

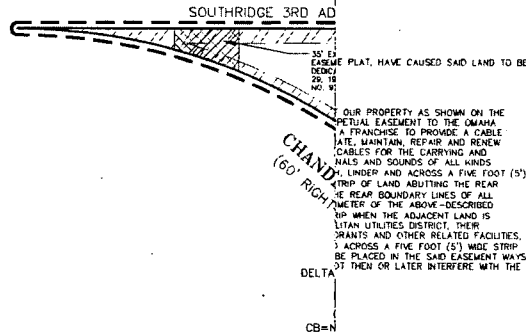
Keel Moas

 **GENERAL NOTARY - State of Nebraska**
KELLI MAAS
My Comm. Exp. April 4, 2019

T A

FINAL PLAT CENTECH BUSINESS PARK

CONTAINING LOTS 1 AND 2,
BEING A REPLAT OF LOT 40A CENTECH BUSINESS PARK,
AN ADMINISTRATIVE SUBDIVISION,
SARPY COUNTY, NEBRASKA



NTY, NEBRASKA, COVERING THE PARCEL
THE PLATING OF SAID LANDS AS SHOWN
IN THE DEDICATION OF SUCH LANDS AS

ENT OF .NOTARY

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF
CENTECH BUSINESS PARK, REPLAT TWO
WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE

THIS _____ DAY OF _____ 20 _____

SARPY COUNTY SURVEYOR/ENGINEER

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

COUNTY TREASURER

DATE

ION WAS ACKNOWLEDGED BEFORE ME

20 _____

AK

LAWS OF THE STATE OF NEBRASKA, AND
A STATE BOARD OF EXAMINERS FOR
VISION DESCRIBED HEREIN AND THAT
CURVES WITHIN THE SUBDIVISION TO BE

TECH BUSINESS PARK, AN
CONTAINING 3.2803 ACRES, MORE OR LESS

PROJECT NO.
EGA151066

NO.	DESCRIPTION	DATE	BY

**EHRHART
GRIFFIN &
ASSOCIATES /**

3552 Farnam Street
Omaha, Nebraska 68131
402 / 551-0631

- ENGINEERING
- PLANNING
- LAND SURVEYING

**CENTECH BUSINESS PARK
REPLAT TWO**
FINAL PLAT
LA VISTA, NEBRASKA

DATE: 6/9/15

DESIGNED BY:

DRAWN BY:
WAW

CHECKED BY:
LVF

CREW:



SHEET NO.

1 OF 1