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FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER

2012-39891

12/19/2012 9:22:34 AM

*Cloyd J. Dowling*

REGISTER OF DEEDS



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**Sixth Amendment to  
 Subdivision Agreement  
 (Mayfair Subdivision)**

This Sixth Amendment to the Subdivision Agreement identified below (“Amendment” or “Sixth Amendment”) is made and entered into this 20th day of November, 2012, by and between L & B PROPERTIES, L.L.C, a Nebraska limited liability company (hereinafter referred to as “L & B”), SANITARY AND IMPROVEMENT DISTRICT NO. 195 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as “District”) and the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as “City”).

WHEREAS, This Amendment is made to that Subdivision Agreement between Developer, District and City dated March 18, 1998, as amended by the First, Second, Third, Fourth and Fifth Amendments, said agreement as amended being referred to herein as the “Subdivision Agreement”. This Amendment pertains to Lot 1, Mayfair 2<sup>nd</sup> Addition, Replat 3, which is to be replatted into two lots as described below.

WHEREAS, L & B is the owner of the land in the area to be replatted as shown on the proposed final plat attached hereto as “Exhibit A” (hereinafter referred to as the “Property”) and any private improvements thereon; and

WHEREAS, the attached final plat is a replat of Lot 1, Mayfair 2<sup>nd</sup> Addition, Replat 3 into two lots, being Lots 1 and 2, Mayfair 2<sup>nd</sup> Addition, Replat Five; and

WHEREAS, L & B or its successors in interest (hereafter, collectively, “Owners” ), at the Owners’ cost, proposes to construct buildings and other private improvements on or serving Lots 1 and 2, with Lot 1 to be sold to Primrose School Franchising Company, a Georgia Corporation, for operation of a Primrose School, and Lot 2 to be held for possible future development (“Private Improvements”); and

WHEREAS, L&B wishes to construct the improvements described in this Amendment and connect the sanitary sewer system to be constructed within the limits of the Property to the sewer system of City of La Vista.

WHEREAS, the parties to this Amendment desire to amend the Subdivision Agreement to include specified understandings and agreements pertaining to this replatting.

NOW, THEREFORE, the parties agree as follows:

1. Replatting. Subject to the terms of this Amendment, Lot 1, Mayfair 2<sup>nd</sup> Addition, Replat Three shall be replatted as Lots 1 and 2, Mayfair 2<sup>nd</sup> Addition, Replat Five, as more fully shown on Exhibit "A" ("Final Plat") and developed in accordance with the site plan attached hereto as Exhibit "B" ("Site Improvement Plan").

2. A. L & B shall resolve in writing, recorded with the Sarpy County Register of Deeds as covenants running with the land and binding on all successors and assigns - at its own expense and to the prior written satisfaction of the Public Works Department of City (City Engineer) and any other parties having an interest - any conflicts of any improvements or requirements pursuant to this Amendment with any existing improvements or covenants, easements, and restrictions of record, including but not limited to any conflicts with covenants, easements, and restrictions of record created by or arising from a certain Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, recorded in the office of the Register of Deeds of Sarpy County, Nebraska, on August 24, 2000 as instrument no. 2000-21199; First Amendment to Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on May 31, 2002, instrument no. 2002-20216; Second Amendment to Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, recorded in the office of the Register of Deeds of Sarpy County, Nebraska on December 30, 2005, instrument no. 2005-48105.

B. L&B agrees that City retains the right to require an access easement to be located on Lot 2 of Mayfair 2<sup>nd</sup> Addition, Replat 5, benefiting Lot 11A, Mayfair 2<sup>nd</sup> Addition Replat 1. The right to require such access easement would expire or be limited (as the case may be) upon approval by the City of the site plan for Lot 2. Such access easement, if needed, would be located so as to cause the least detriment to Lot 2. The centerline of the access easement will not be located closer than 150 feet to the centerline of Robin Plaza.

3. Water, Gas and Electrical Power: Owners shall enter into an agreement with the Metropolitan Utilities District regarding all water service lines to and upon the Property, an agreement with Black Hills Energy for all gas line extensions to and upon the Property, and an agreement with the Omaha Public Power District for electrical power lines to be installed to, on or adjacent to the Property. Owners shall provide to City copies of each of such agreements with the Metropolitan Utilities District, Black Hills Energy and the Omaha Public Power District with respect to each Lot of the Property as said Lot is developed, and said agreements shall be a condition of issuance of a building permit for said Lot. All required work shall be performed solely at Owners' cost. Owners shall be responsible for obtaining permission from the Public

Works Department of City (City Engineer) before performing any work upon or affecting City property.

4. Payment for Improvements: Except as otherwise expressly provided in this Amendment, Owners shall pay, in addition to other costs as provided in this Amendment, the cost of all improvements, easements and connections described in this Amendment, as well as all charges of the Metropolitan Utilities District for water, of Black Hills Energy for gas line installation, and of the Omaha Public Power District for underground electrical service or overhead power installations. Except as may be otherwise expressly provided in this Amendment, Owners shall pay the cost of all work and requirements described in this Amendment. All on-going maintenance, repair and replacement of improvements within or benefiting the Property shall be paid by the Owners in accordance with the Easement and Maintenance Agreement, in accordance with Exhibit "C".

5. Right to Connect to City Sewer System: City hereby grants permission to Owners to connect, at such party's cost, the sanitary sewer system within the limits of the Property to the sanitary sewer system of City, subject to obtaining proper permits and paying the standard tract sewer connection fee to City for the Property shown on "Exhibit A." Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made. At the rate in effect on the date of execution of this Amendment, the fee would be:

Lot 1, Commercial	1.88± AC @ \$5,973/AC	\$11,229.24
Lot 2, Commercial	6.29± AC @ \$5,973/AC	<u>\$37,570.17</u>
Total Fee		\$48,799.41

Any terms or conditions for the benefit of the City that are contained in the Subdivision Agreement or other applicable documents, instruments, laws or regulations pertaining to construction, operation, maintenance, replacement or repair of sanitary sewers or direct or indirect connections to or use of the City's sanitary sewer system shall be equally applicable to the Owners and sanitary sewers and connections within or benefiting the Property or any part thereof.

6. Sidewalks: Owners, at their cost, shall install, to City standards, sidewalks along and adjacent to the southerly right-of-way of Brentwood Drive and along and adjacent to the west right-of-way of 97<sup>th</sup> Plaza before any certificate of occupancy is issued for any building on the Property.

7. Storm Water Management Plan: As each lot is developed, Owners, at the time of development, shall provide a storm water drainage study as part of its submittals to the City. The study will indicate how drainage from the site will be handled as well as demonstrating no increase in peak flows for 2 year, 10 year, & 100 year storm events above existing conditions. The development of a lot shall include storm sewers downstream of that lot, if not already existing, in accordance with Exhibit "D". Post-construction storm water management features and related appurtenances shall be constructed on the individually developed lots, as outlined on the Conceptual Post Construction Storm Water Management Plan attached hereto as "Exhibit

C

D," subject to such modifications as approved from time to time in writing by the City Engineer. Plans and specifications for such storm water management improvements shall be prepared by Owners' engineer and must be approved by the Public Works Department of City (City Engineer) prior to starting construction of such improvements. Prior to development and construction of Lots 1 and 2, Owners will submit appropriate amendments to Exhibit "D" for approval by the Public Works Department of City. Developer agrees to disclose to any prospective Owner the Storm Water Management requirements of this paragraph 7 and Exhibit "D" to this Agreement prior to transfer of title to Property that is subject to the provisions of this Amendment.

8 Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement, in the form and content attached hereto as "Exhibit E" and subject to any modifications satisfactory to the City Engineer, ("Maintenance Agreement") shall be entered into between Owners and City prior to starting construction of such improvements, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements.

9. Watershed Management Fees: The Owners shall make payment to City for Watershed Management Fees. This fee is computed as follows for the Property shown on "Exhibit A". 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. At the rate in effect on the date of execution of this Amendment, the fees would be:

Lot 1, Commercial	1.88 ± AC @ \$4,000/AC	\$ 7,520.00
Lot 2, Commercial	6.29 ± AC @ \$4,000/AC	<u>\$25,160.00</u>
		Total \$32,680.00

The aforesated fees are stated at the rates currently in effect and are subject to increase. The rates in effect at the time of issuance of the building permit, if greater than the aforesated rates, will be the rates to be paid.

10. Private Improvement Compliance. All Private Improvements shall be designed, constructed, maintained, repaired and replaced at the Owners' sole cost in accordance with all applicable laws, rules, regulations, policies and procedures in effect at the time the construction, maintenance, repair or replacement is performed. Credit, funds or other assets of the District or City shall not be used for any improvement within or benefiting the Property.

11. Traffic Signal. L&B acknowledges the traffic signals are likely to be installed in the near future at the intersection of 96<sup>th</sup> Street and the private roadway just east of the southeasterly corner of Lot 1. Costs associated with this signal will be assessed to benefiting commercial properties in both the Mayfair (including the Property) and Southwind subdivisions when the signal is installed, with 50% of said costs allocated to the Mayfair subdivision to be assessed among benefiting commercial properties therein, and the remaining 50% of costs

D

allocated and assessed against benefiting commercial lot(s) in the Southwind subdivision; provided, however, that L & B shall not be required to pay more than its proportionate share of said costs allocated to the Mayfair subdivision, with proportionate shares determined based on relative benefit among the commercial lots of the Mayfair subdivision as determined in accordance with applicable law.

12. Binding Effect; Recording: This Amendment shall be binding upon the parties, and their respective successors and assigns. This Amendment 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 L&B, the Owners, and all successors and assigns of L&B or Owners. City shall have the right, but not the obligation, to enforce any and all such covenants. It is further agreed that after City releases the Final Plat to L&B for recording, L & B promptly will record such Final Plat with the Register of Deeds of Sarpy County, Nebraska.

13. Any development of Lots 1 or 2 shall be subject to all applicable laws, rules, regulations, approvals and other requirements of the City in effect at the time of said development, including, but not limited to, approvals required by this Amendment or the Subdivision Agreement or of the site plan for any building or other improvements prior to issuance of a building permit, or compliance with any other applicable requirements, including requirements of the La Vista Municipal Code, zoning or subdivision regulations. Due to the potential for creation of a lot without direct access to sanitary sewer service and the need to provide for an extension of the shared storm sewer, Lot 2 will not be considered for an administrative subdivision in the future.

14. The recitals on pages 1 and 2 of this Amendment are incorporated herein and shall be a part of this Amendment. This Amendment shall constitute the complete agreement and understanding of the parties regarding the subject matter contained herein and shall not be amended except by written amendment signed by both parties. If any provision of this Amendment is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Amendment shall be enforced. This Amendment shall be governed and construed in accordance with Nebraska law and the parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder, and agree not to challenge said jurisdiction or venue.

15. Except as specifically modified in this Sixth Amendment, the Subdivision Agreement shall remain in full force and effect, and said Subdivision Agreement is hereby ratified and affirmed.

16. In the event L&B records the Final Plat and, before commencing any improvements within or for the benefit of the Property, L&B decides not to develop the Property as described in this Amendment, the City and L&B shall take all actions necessary to vacate the Final Plat, and the Site Improvement Plan, this Amendment, and all requirements set forth in the Site Plan or Amendment, or actions to that point taken to carry out any such requirement (including, but not limited to, any document or instrument recorded with the Sarpy County Register of Deeds as required by this Amendment), shall be null and void.

E

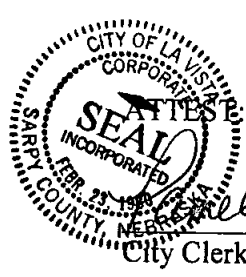
17. Exhibit Summary

The following Exhibits are attached hereto and incorporated herein and made a part hereof:

Exhibit "A"	Final Plat
Exhibit "B"	Site Improvement Plan
Exhibit "C"	Easement and Maintenance Agreement
Exhibit "D"	Conceptual Post Construction Storm Water Management Plan
Exhibit "E"	Post Construction Storm Water Management Plan, Maintenance Agreement And Easement

CITY OF LA VISTA, NEBRASKA

[Signature]  
Mayor  
Date: 11/26/12



[Signature]  
City Clerk  
Date: 11/26/12

L & B Properties, LLC

By: [Signature]  
Larry G. Buland, Manager

Date: 12-18-12

Sanitary and Improvement District No. 195 of Sarpy County, Nebraska

By: [Signature]  
Chairman of the Board of Trustees

Date: 12/18/12



G

LAND SURVEYOR'S CERTIFICATE

I hereby certify that I am a professional land surveyor, registered in compliance with the laws of the State of Nebraska, that this plat correctly represents a survey conducted by me or under my direct supervision on 11/15/11, that any changes from the description appearing in the last record transfer of the land contained in the final plat are so indicated, that all monuments shown thereon actually exist as described or will be installed and their position is correctly shown and that all dimensional and geodetic data is correct.

MARK W. FREDRICKSON, RLS #592

DATE

LEGAL DESCRIPTION

Being a replat of Lot 1, Mayfair 2nd Addition Replat Three, located in the Southeast One-Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska. Being more particularly described as follows: Beginning at the Northeast corner of said Lot 1, thence South 00°13'43" West (assumed bearing) for 622.28 feet; thence South 89°46'17" East for 175.00 feet; thence North 00°13'43" East for 20.00 feet; thence South 89°46'17" East for 70.00 feet; thence South 00°13'43" West for 50.00 feet along the West Right-of-Way line of 96th Street; thence North 89°46'17" West for 245.00 feet; thence North 89°46'17" West for 104.09 feet; thence North 89°46'16" West for 459.09 feet; thence North 00°09'02" East for 291.27 feet; thence South 89°56'11" East for 35.18 feet; thence North 00°09'02" East for 552.92 feet; thence North 44°36'38" East for 44.83 feet; thence the following two (2) courses along the South Right-of-Way line of Brentwood Drive: (1)Southeasterly along a 516.00 foot radius curve to the left for 358.95 feet with a long chord bearing South 69°49'51" East, 351.76 feet (2)South 89°46'17" East for 63.04 feet to the Point of Beginning. Above described tract contains 8.17 acres, more or less.

DEDICATION

Known all men by these presents that I, Larry G. Buland, owner of the property described in the Surveyor's Certification and embraced within the plat has caused said land to be subdivided into lots and streets to be numbered and named as shown, said subdivision to be hereafter know as MAYFAIR 2nd ADDITION REPLAT FIVE (lots numbered as shown), and I do hereby ratify and approve of the disposition of my property as shown on the plat, and I do hereby grant easements as shown on this plat. I do further grant a perpetual easement to the Omaha Public Power District, Qwest, Century Link, 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 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. 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 of Omaha and Black Hills Energy, 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 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.

In witness whereof, I do set our hand this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

L & B PROPERTIES, LLC

Larry G. Buland, President

DATE

ACKNOWLEDGMENT OF NOTARY

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, qualified and commissioned in and for said county and state, personally appeared: \_\_\_\_\_ personally known by me to be the identical person whose name is affixed to the dedication and he did acknowledge the execution thereof to be his voluntary act and deed.

NOTARY PUBLIC

DATE

PLANNING COMMISSION APPROVAL

This plat of MAYFAIR 2nd ADDITION REPLAT FIVE was approved by the La Vista Planning Commission.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

This plat of MAYFAIR 2nd ADDITION REPLAT FIVE was reviewed by the office of the Sarpy County Surveyor.

COUNTY SURVEYOR / ENGINEER

DATE

COUNTY TREASURERS CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyors Certificate and embraced in this plat as shown by the records of this office.

COUNTY TREASURER

DATE

APPROVAL OF LA VISTA CITY COUNCIL

This Plat of Mayfair 2nd Addition Replat Five was approved by the City Council of the City of La Vista, Nebraska on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, in accordance with the State Statutes of Nebraska.

MAYOR

ATTEST: CITY CLERK

LIEN HOLDER CONSENT

The undersigned holder of that certain lien against the real property described in the plat known as MAYFAIR 2nd ADDITION REPLAT FIVE (hereinafter "Plat"), said lien being recorded in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. \_\_\_\_\_, (hereinafter "Lien"), does hereby consent to the dedication of and subordinate the lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements, or streets or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all as shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the lien and has not assigned the lien to any other person.

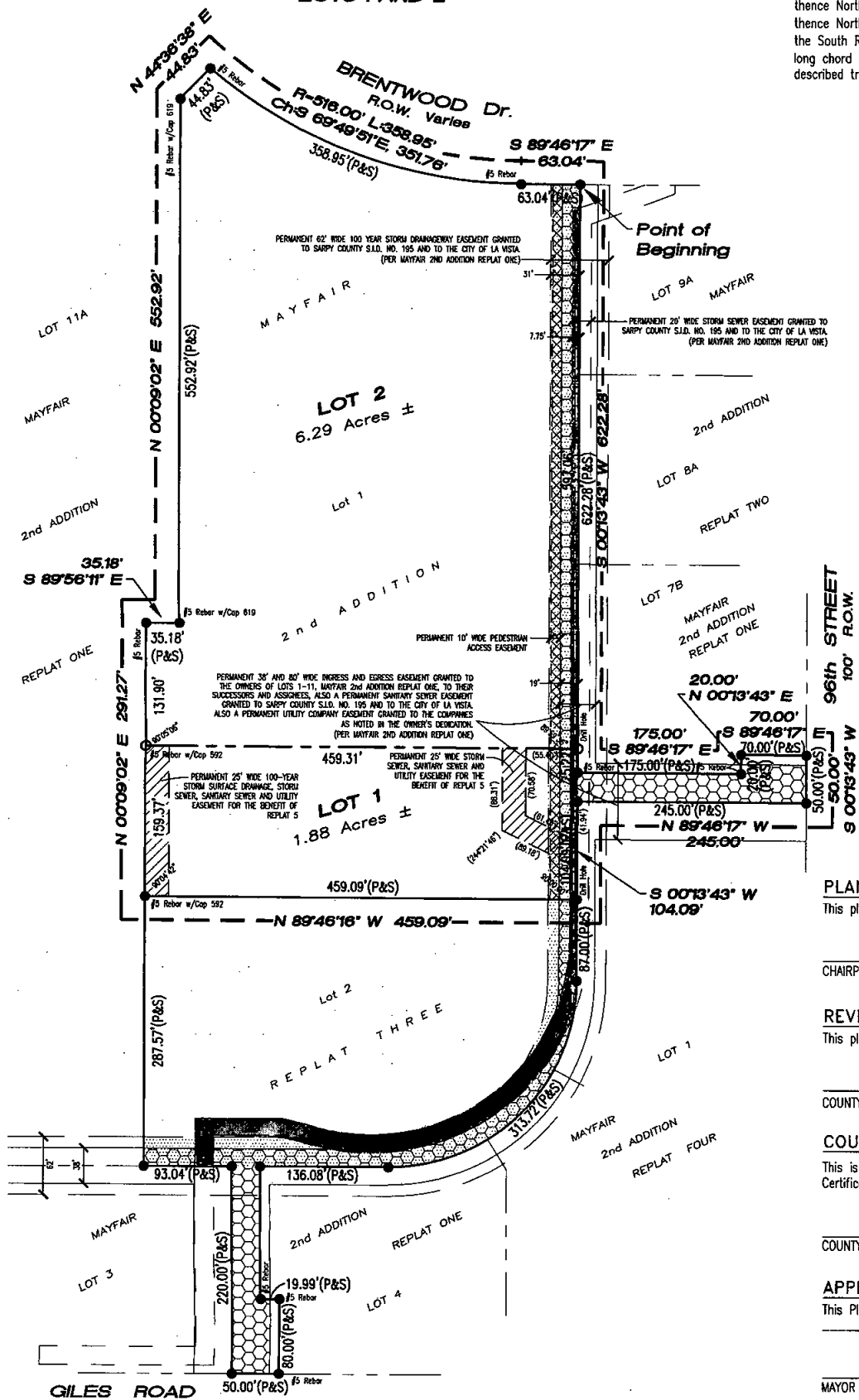
(NAME OF LIEN HOLDER)

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT THE NAME OF THE INDIVIDUAL

MAYFAIR 2nd ADDITION REPLAT FIVE  
BEING A REPLAT OF LOT 1, MAYFAIR 2nd ADDITION REPLAT THREE, LOCATED  
IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 14 NORTH,  
RANGE 12 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA.  
LOTS 1 AND 2



**LEGEND**

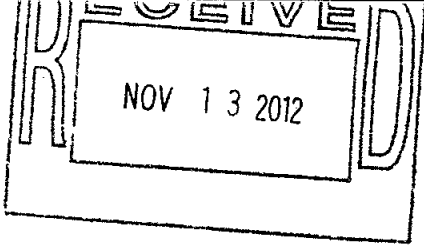
- PROPERTY CORNER FOUND (Drill Hole Unless Noted)
- PROPERTY CORNER SET (As Noted)
- P PLAT DIMENSION
- S SURVEY DIMENSION
- ▨ PORTION OF THE 62' WIDE STORM DRAINAGEWAY EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- ▩ PORTION OF THE 20' WIDE STORM SEWER EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- ▧ PORTION OF THE 36' & 80' WIDE INGRESS & EGRESS, SANITARY SEWER AND UTILITY EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- ▤ PERMANENT 10' WIDE PEDESTRIAN ACCESS EASEMENT

1 inch = 100 ft.

JOB NO. 06165.004	MAYFAIR 2nd ADDITION REPLAT FIVE SARPY COUNTY, NEBRASKA.
SHEET 1-1	
1 OF 1	FINAL PLAT

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

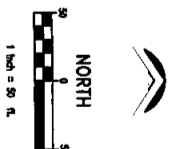
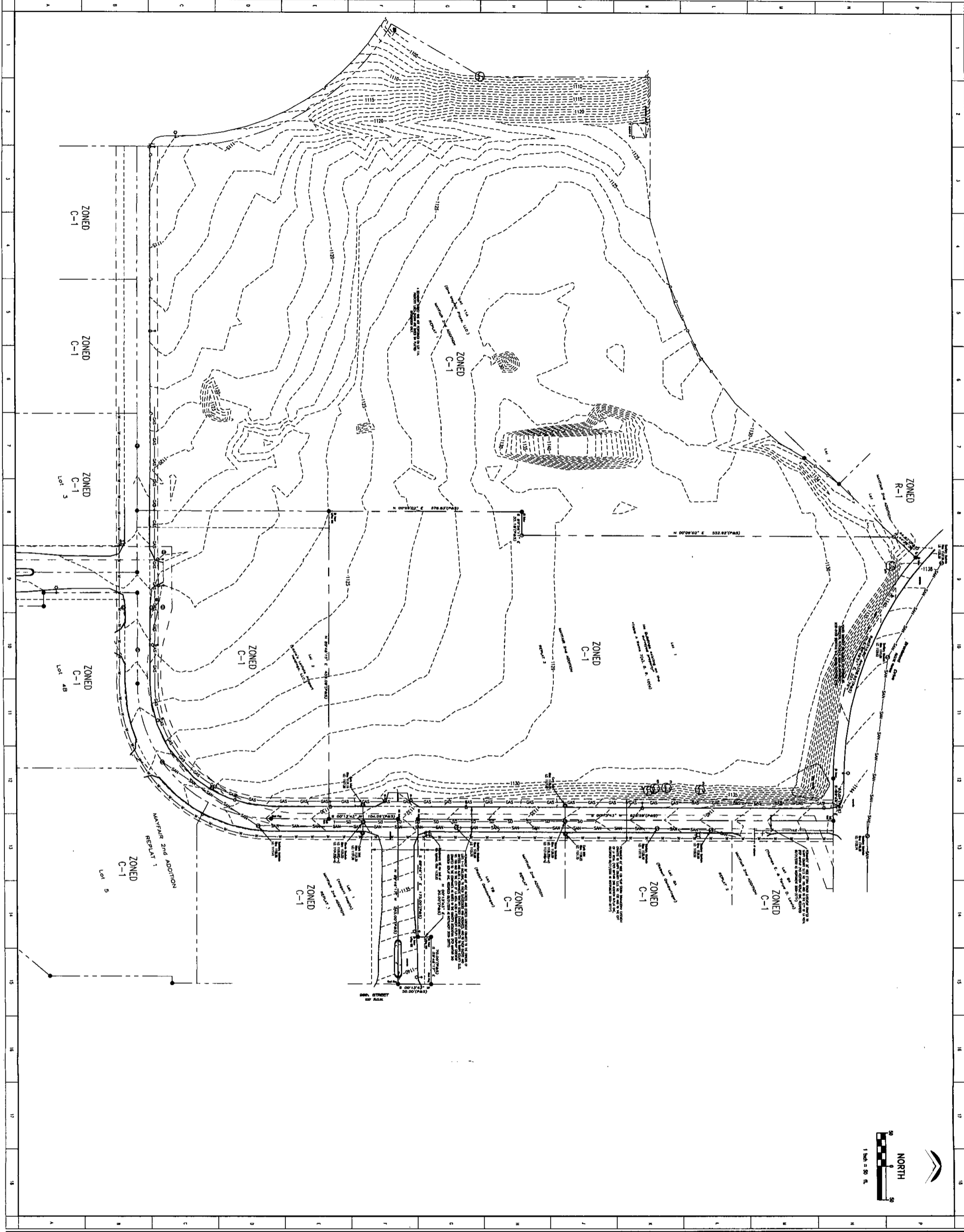
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BK.	2011-1	DATE	BY
DATE	08/24/12		







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2/2/2012 3:41:51 PM Nelson, G.D.



**EXHIBIT "EP-1"**

PROJECT NO.: 06165.004

MAYFAIR 2ND ADDITION REPLAT FIVE  
SARPY COUNTY, NEBRASKA

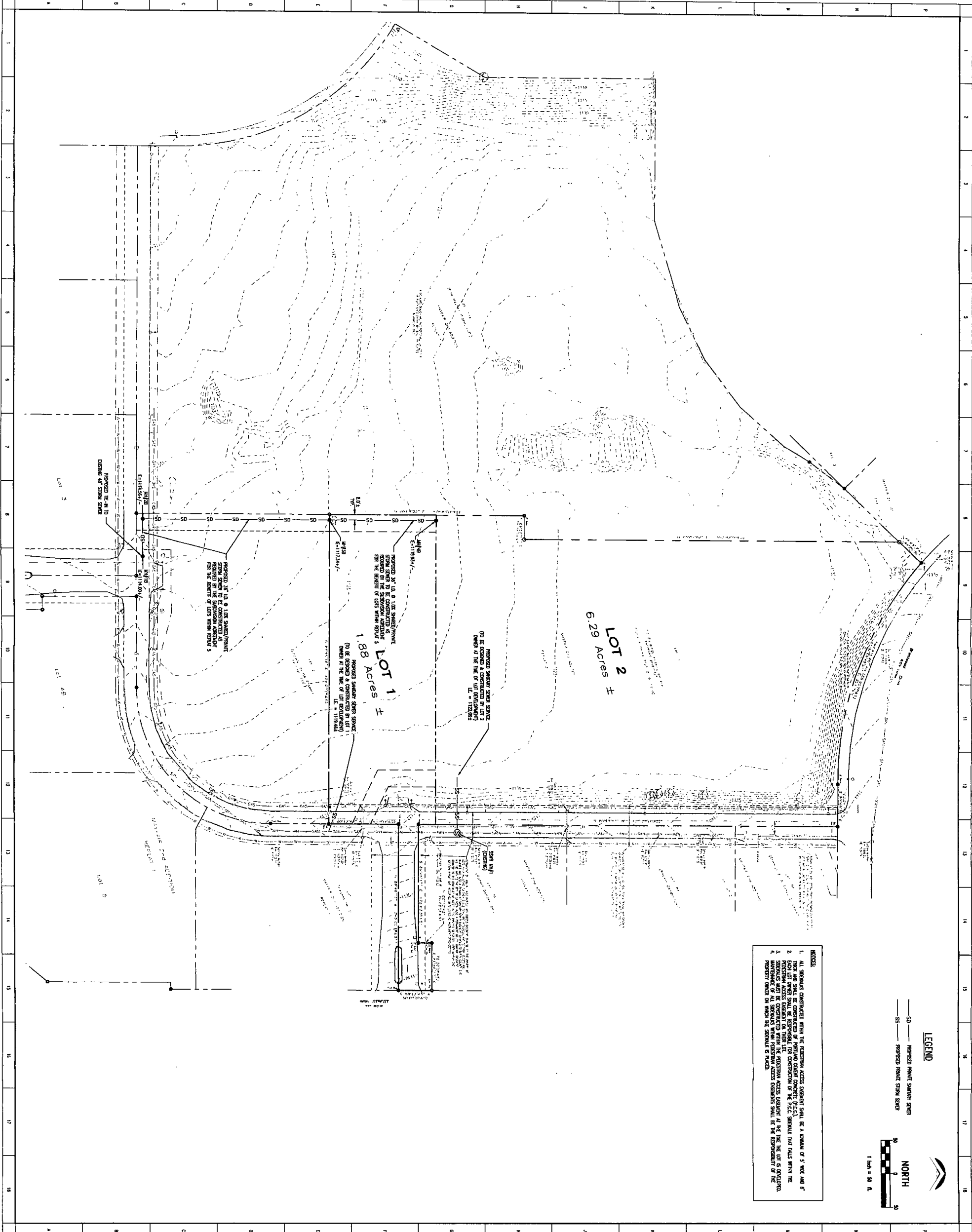
EXISTING SITE PLAN

**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

DESIGNED:	GM	ISSUE DATE:	09/25/2012
DRAWN:	DK	REVISIONS:	
CHECKED:	MS	No.:	DATE:
		BY:	DESCRIPTION:

THIS DRAWING IS BEING  
USED AS A REFERENCE FOR THE  
CONSTRUCTION OF THE PROJECT.  
IT IS NOT TO BE USED FOR ANY  
OTHER PURPOSES WITHOUT THE  
WRITTEN CONSENT OF THE  
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PERSONS OR PROPERTY ARISING  
FROM THE USE OF THIS DRAWING  
OR ANY INFORMATION CONTAINED  
HEREIN.





- NOTES**
1. ALL SERVICES CONSTRUCTED WITHIN THE RESERVATION ACCESS EASEMENT SHALL BE A MINIMUM OF 5' WIDE AND 5' DEEP AND SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE (P.C.C.).
  2. EACH LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF THE P.C.C. SERVICE THAT FALLS WITHIN THE RESERVATION ACCESS EASEMENT.
  3. SERVICES MUST BE CONSTRUCTED WITHIN THE RESERVATION ACCESS EASEMENT AT THE TIME THE LOT IS DEVELOPED.
  4. MAINTENANCE OF ALL SERVICES WITHIN RESERVATION ACCESS EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER ON WHOM THE SERVICE IS PLACED.

**LEGEND**

SS — PROPOSED PRIVATE STREET SERVICE  
 SS — PROPOSED PRIVATE STREET SERVICE

**NORTH**

1 inch = 50 ft.

DESIGNED:	DM	ISSUE DATE:	09/25/2012
DRAWN:	DM	REVISIONS:	
CHECKED:	MS	No.:	
		DATE:	
		BY:	
		DESCRIPTION:	

THIS DRAWING IS BEING REPRODUCED AS IS AND WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY USE. THE USER OF THIS DRAWING IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

**SCHEMMER**  
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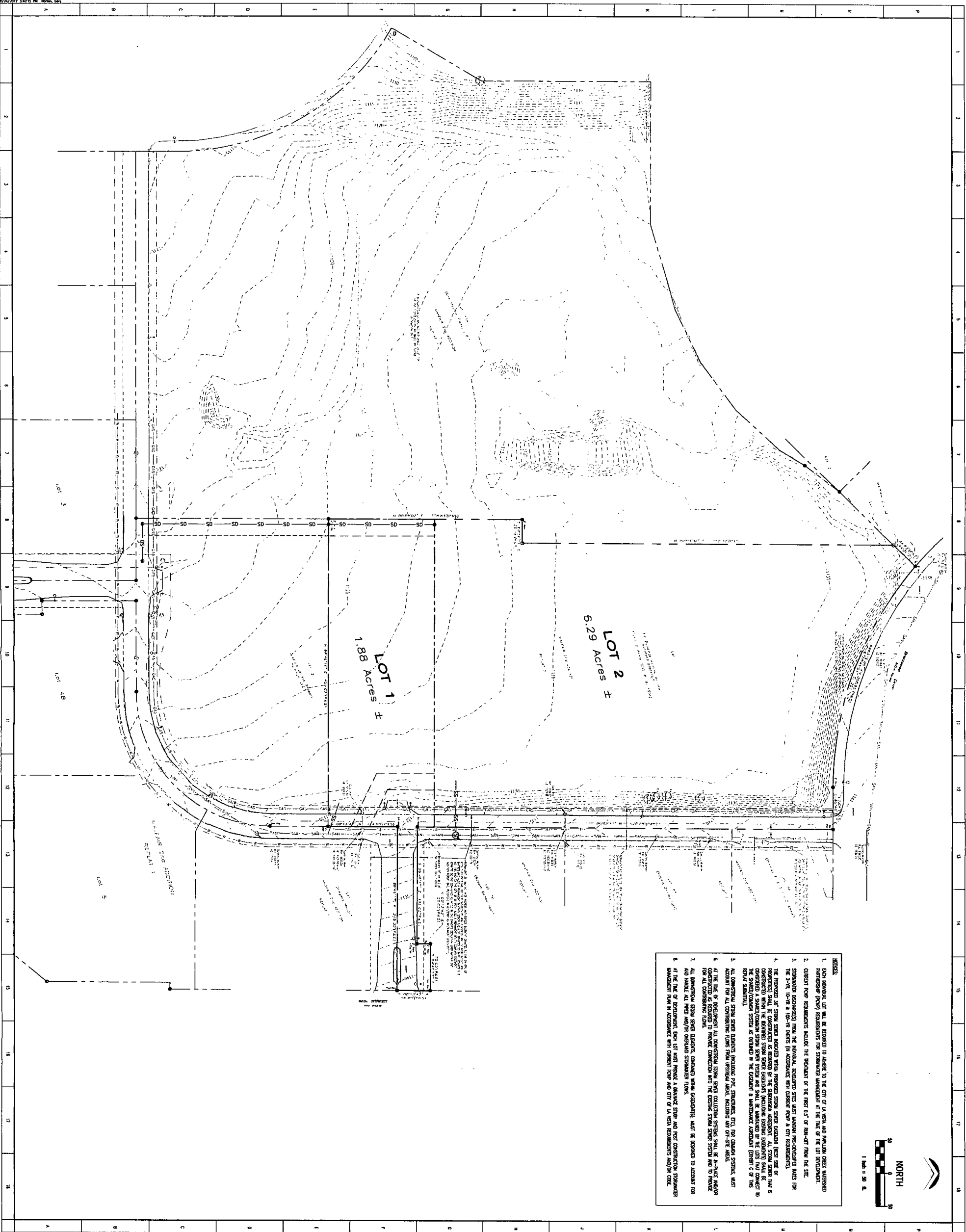
MAYFAIR 2ND ADDITION REPLAT FIVE  
 SARPY COUNTY, NEBRASKA

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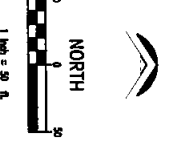
IMPROVEMENT PLAN

PROJECT NO.: 06165.004

**EXHIBIT "B"**



- NOTES:**
1. EACH WORKING LOT WILL BE REQUIRED TO ADHERE TO THE CITY OF LA VEA AND PAVILION CREEK WATERSHED MANAGEMENT PLAN REQUIREMENTS FOR STORMWATER MANAGEMENT AT THE TIME OF THE LOT DEVELOPMENT.
  2. CURBOUT FLOW REQUIREMENTS INCLUDE THE PROTECTION OF THE FIRST 0.5" OF RUN-OFF FROM THE SITE.
  3. STORMWATER DISCHARGED FROM THE ANNUAL, UNDESIGNED GUTS MUST MAINTAIN PREDETERMINED RATES FOR THE 2-IN, 10-MIN & 100-YR EVENTS (IN ACCORDANCE WITH CURBOUT FLOW & CITY REQUIREMENTS).
  4. THE PROPOSED 24" STORM WATER MAINLINE FROM PROPOSED STORM WATER COLLECTION LINES ARE TO BE PROTECTED BY CONCRETE AS REQUIRED BY THE SUBMITTAL AGREEMENT. ALL STORM SEWER LINES TO BE CONSIDERED A SHARED/COMMON STORM SEWER SYSTEM AND SHALL BE MAINTAINED BY THE LOTS THAT CONNECT TO THE SHARED/COMMON SYSTEM AS OUTLINED IN THE COUNCIL'S & MANHOLE CONNECTION EXHIBIT 1 & 2 OF THIS PLAN'S SPECIFICATIONS.
  5. ALL DOWNSTREAM STORM SEWER ELEMENTS (INCLUDING PIPE, STRUCTURES, ETC.) FOR COMMON SYSTEMS MUST ACCOUNT FOR ALL CONTRIBUTING LOADS FROM UPSTREAM AREAS, INCLUDING WIND-UP-SIDE LOADS.
  6. AT THE TIME OF DEVELOPMENT ALL DOWNSTREAM STORM SEWER COLLECTION SYSTEMS SHALL BE 24" DUCTILE IRON PIPE (DIP) AND/OR PRECAST CONCRETE PIPE AND THE EXISTING STORM SEWER SYSTEM AND TO PROVIDE FOR ALL CONTRIBUTING LOADS.
  7. ALL DOWNSTREAM STORM SEWER ELEMENTS (INCLUDING PIPE, STRUCTURES, ETC.) MUST BE DESIGNED TO ACCOMMODATE ALL CONTRIBUTING LOADS FROM UPSTREAM AREAS, INCLUDING WIND-UP-SIDE LOADS.
  8. AT THE TIME OF DEVELOPMENT, EACH LOT MUST PROVIDE A DRAINAGE STORM AND POST CONSTRUCTION STORMWATER MANAGEMENT PLAN IN ACCORDANCE WITH CURBOUT FLOW AND CITY OF LA VEA REQUIREMENTS AND/OR CODES.



**MAYFAIR 2ND ADDITION REPLAT FIVE**  
SARPY COUNTY, NEBRASKA

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**CONCEPTUAL POST CONSTRUCTION**  
**STORM WATER MANAGEMENT PLAN**

PRODUCT NO.: 06165.004

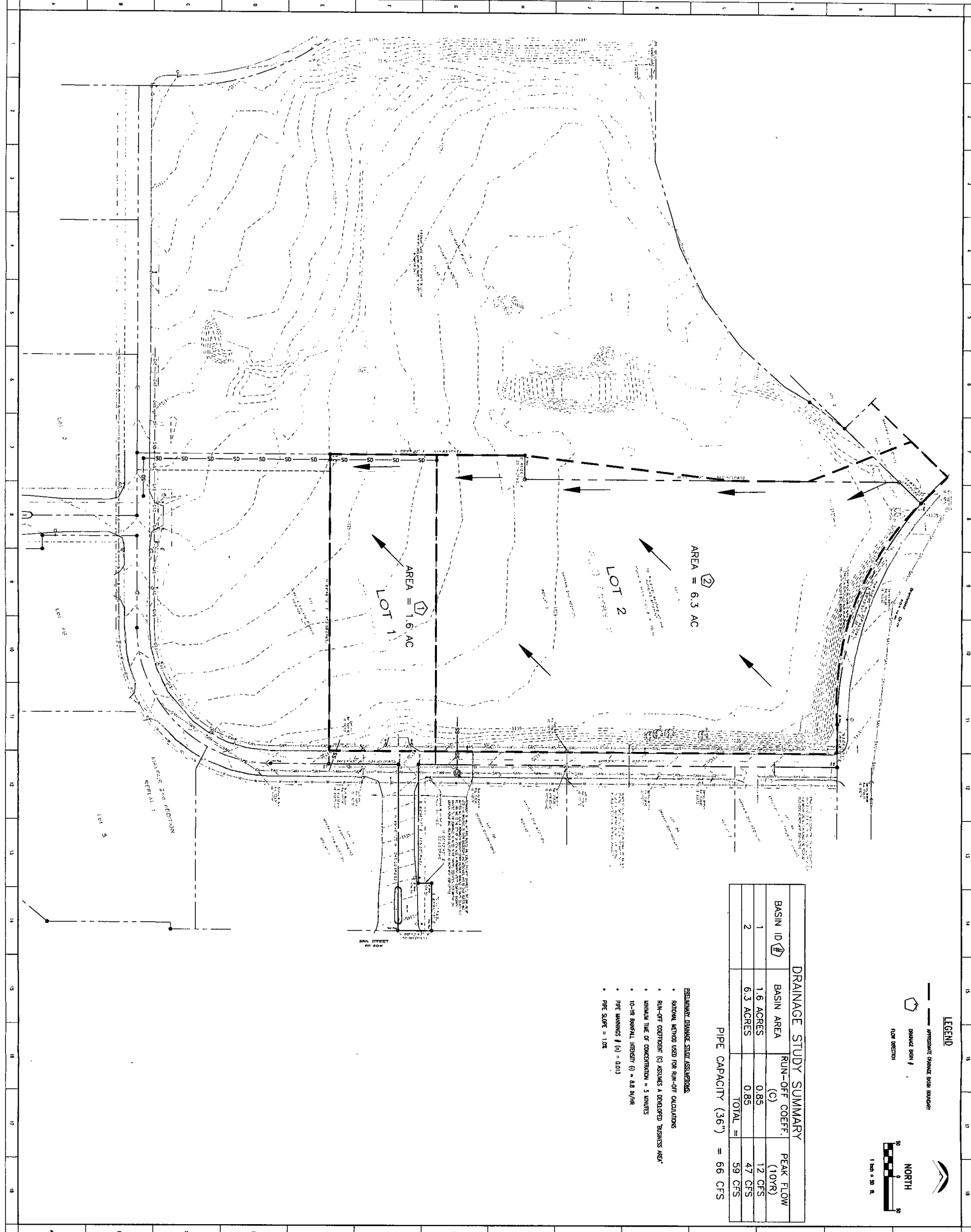
**SCHEMMER**  
ARCHITECTS | ENGINEERS | PLANNERS

DESIGNED:	CM	ISSUE DATE:	09/25/2012
DRAWN:	DAK	REVISIONS:	
CHECKED:	MS	No.:	DATE:
		BY:	DESCRIPTION:

THIS DRAWING IS BEING SUBMITTED TO THE CITY OF LA VEA AND PAVILION CREEK WATERSHED MANAGEMENT PLAN REQUIREMENTS FOR STORMWATER MANAGEMENT AT THE TIME OF THE LOT DEVELOPMENT. THE CITY OF LA VEA AND PAVILION CREEK WATERSHED MANAGEMENT PLAN REQUIREMENTS FOR STORMWATER MANAGEMENT AT THE TIME OF THE LOT DEVELOPMENT. THE CITY OF LA VEA AND PAVILION CREEK WATERSHED MANAGEMENT PLAN REQUIREMENTS FOR STORMWATER MANAGEMENT AT THE TIME OF THE LOT DEVELOPMENT.

**EXHIBIT "D"**

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 12/14/2012 3:29:38 PM J. BROWN, CIVIL



**DRAINAGE STUDY SUMMARY**

BASIN ID	BASIN AREA	RUN-OFF COEFF. (C)	PEAK FLOW (10YR)
1	1.6 ACRES	0.85	12 CFS
2	6.3 ACRES	0.85	47 CFS
<b>TOTAL =</b>			<b>59 CFS</b>

PIPE CAPACITY (36") = 66 CFS

- PRELIMINARY DRAINAGE STUDY ASSUMPTIONS:**
- RATIONAL METHOD USED FOR RUN-OFF CALCULATIONS
  - RUN-OFF COEFFICIENT (C) ASSUMES A DEVELOPED BUSINESS AREA
  - MINIMUM TIME OF CONCENTRATION = 5 MINUTES
  - 10-YR RAINFALL INTENSITY (I) = 8.8 IN/HR
  - PIPE SLOPES (S) = 0.013
  - PIPE SLOPE = 1.0%

**LEGEND**

- APPROXIMATE DRAINAGE BASIN BOUNDARY
- DRAINAGE BASIN #
- FLOW DIRECTION

NORTH

1 inch = 50 feet

MAYFAIR 2ND ADDITION REPLAT FIVE  
 SARY COUNTY, NEBRASKA

PROJECT NO.: 06165.004

**D-MAP**

PRELIMINARY DRAINAGE MAP

**SCHEMMER**  
 ARCHITECTS | ENGINEERS | PLANNERS

DESIGNED: GJM    ISSUE DATE: 09/25/2012

DRAWN: DJK    REVISIONS:    No.:    DATE:    BY:    DESCRIPTION:

CHECKED: MJS

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