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FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER

2018-15002

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Cloyl J. Dousling

REGISTER OF DEEDS

# THIS PAGE ADDED FOR RECORDING INFORMATION.

## DOCUMENT STARTS ON NEXT PAGE.

### LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS 1210 GOLDEN GATE DRIVE PAPILLION, NE 68046-2842 402-593-5773

City of Lavista Attn: Chris Solberg 8116 Park View Blvd. Lavista, NE 68128



## LA VISTA CITY CENTRE SEWER CONNECTION AGREEMENT (Sanitary Sewer System)

THIS SEWER CONNECTION AGREEMENT ("Agreement"), made and entered into in La Vista, Nebraska, on this agreement and entered into in La Vista, Nebraska, on this agreement and La Vista, a Municipal corporation in the State of Nebraska ("City"), and La Vista City Centre, LLC, a Nebraska Limited Liability Company ("LVCC") and City Centre I, LLC, a Nebraska Limited Liability Company ("City Centre I", and together with LVCC, the "Owner").

WHEREAS, LVCC is the fee simple owner of that certain real property legally described as Lots 1, 2, 5, 6, 8, 9, 11, 12, 13, and 16, La Vista City Centre, and Lot 1, La Vista City Centre Replat 1 (which Replat 1 was a replat of Lots 3 and 4, La Vista City Centre), inclusive, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "LVCC Property");

WHEREAS, City Centre I is the fee simple owner of that certain real property legally described as Lots 10, 14 and 15, La Vista City Centre, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska and Lot 2, La Vista City Centre Replat 1, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska (the "City Centre I Property", and together with the LVCC Property, the "Property");

WHEREAS, The City owns remaining lots and parcels within the original La Vista City Centre plat for public improvements -- specifically Lots 7 and 17, and Outlots A & B, and right of way areas. In addition, LVCC and City intend to replat Lots 16 and 17, La Vista City Centre, as Lots 1 and 2, La Vista City Centre Replat 2, respectively, as provided in the replat approved by La Vista City Council Resolution No. 18-031. Lot 1, La Vista City Centre Replat 2, will be owned by LVCC and Lot 2, La Vista City Centre Replat 2, will be owned by the City;

WHEREAS, the City, LVCC, and City Centre I (as successor in interest from LVCC) are parties to that certain Subdivision Agreement La Vista City Centre, recorded December 2, 2016 as Instrument Number 2016-31244 in the Records of Sarpy County, Nebraska (the "Subdivision Agreement");

WHEREAS, the Owner wishes to connect the sanitary sewers within the Property to the City Sewer System (as hereinafter defined); and

WHEREAS, Owner and the City desire to provide for the flow, transportation and handling of sewage collected in or flowing into the Owner Sewer System (defined below) and has requested the City to permit flowage thereof into the City Sewer System, and to provide for the processing of such sewage.

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties as follows:

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For the purposes of this Agreement, the term "Owner Sewer System" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer services and appurtenances thereto which originate on the Property, up to and including the connection with the City Sewer System, as shown on Exhibit A.



For the purposes of this Agreement, the term "City Sewer System" shall include, whether now in existence or hereafter constructed, (i) any sanitary sewer or system of sanitary sewers owned by the City shown in <a href="Exhibit B">Exhibit B</a>, and (ii) any sanitary sewer or system of sanitary sewers not a part of the Owner Sewer System and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage.

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Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the Owner Sewer System to the City Sewer System in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City.

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Owner expressly promises, warrants, covenants and agrees:

- A. Pursuant to the Subdivision Agreement, the Owner Sewer System will be designed and constructed (and, as required, reconstructed) by the Owner at Owner's cost and expense, and at no cost or expense to the City, in strict accordance with the plans and specifications and location approved in writing by the City and in strict accordance with the minimum standards and requirements of construction adopted by City.
- B. With reference to design, construction (and, as required, reconstruction), use, operation and maintenance of the Owner Sewer System, Owner shall comply with all applicable Federal and State laws, regulations in general and with all applicable laws and regulations of the City.
- C. The Owner Sewer System shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Section IV.
- D. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the Owner Sewer System which will, in the opinion of City's engineers, be detrimental to the proper operation of the City Sewer System, or any part thereof, the Owner will, on notice thereof, promptly correct said defect.
- E. In the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- F. At all times all sewage flowing into, passing through or from the Owner Sewer System shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewerage system of the Owner, in violation of such ordinances, regulations and conditions.
- G. The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.



- H. Unless approved by the City, the Owner shall not cause, suffer or permit to be connected to the Owner Sewer System any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- The Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work on or in connection with the Owner Sewer System, or by or in consequence of any performance, or failure of performance, of any obligations in this Agreement.
- J. In connection with the design, construction, use, operation and maintenance of the Owner Sewer System, the Owner shall file all reports and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- K. That, subject to the provisions of Paragraph V below, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V as hereinafter made and adopted by City or Sarpy County.
- L. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

IV

The easements and licenses granted to the City in this Agreement and the covenants of perpetual maintenance and repair by the Owner in this Agreement shall be perpetual, notwithstanding the fact that this Agreement is for a term of years.

The Property is subject to certain mortgages, deeds of trust, liens, or other encumbrances ("Mortgages") that require each Owner to obtain approval of this Agreement by the owner(s) or holder(s) of such Mortgages ("Mortgagees") before such Owner enters or subjects the Property to some or all of <a href="this Agreement">this Agreement</a> shall be subject to approval of all such Mortgagees as indicated by execution of this Agreement by such Mortgagees below, Each Owner represents and warrants to City that consent of any other Mortgagees is not required under any Mortgage before such Owner enters this Agreement. City represents and warrants that the City-owned property described in the recitals above is not subject to any mortgages or deeds of trust.

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Owner further expressly promises, warrants, covenants and agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate sewer tap and inspection fees pursuant to Section 4 of the City's Master Fee Ordinance shall have been paid to City. Tract sewer connection fees pursuant to Section 3 of the City's Master Fee Ordinance shall not apply or be payable because the Property as previously platted was connected to the City Sewer System. Owner shall:

1. pay to City the applicable sewer tap and inspection fees as prescribed by the ordinances of the City of La Vista In effect at the time of the connection.



- 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection, and
- 3. make all connections to the sewer system of the City in accordance with applicable ordinances, regulations and specifications.

Upon notice by City, the Owner shall immediately cause to be disconnected any connection to the sewer system which has been made without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City of La Vista pertaining to sewer connections.

The Owner shall facilitate collection of sewer service and sewer use fees as may be prescribed by City ordinance. Except as may be otherwise provided by City, such fees shall be based upon water consumption with chargeable water flow computed in the manner employed by Metropolitan Utilities District, which shall collect sewer service or use fees in conjunction with its collection of charges for water use.

VI

In the event of the Owner's breach of any of the terms and conditions hereof or any warranty or covenant herein made by the Owner, then:

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the construction, reconstruction, repair, maintenance or operation of the Owner Sewer System, Owner shall, within five (5) days from receipt of City's written notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's written notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may require the Owner to disconnect the Owner Sewer System from the City Sewer System, upon giving the Owner sixty (60) days' notice of City's intent to do so. The City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
- D. In the event the breach pertains to the construction, reconstruction, repair, maintenance or operation of the Owner Sewer System that is not cured within the timeframes set forth in Subsection A above, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by the Owner, as the case may be, in either of which events the

Owner agrees (i) Owner shall immediately reimburse City for any and all expense incurred by City in connection therewith, and (ii) Owner shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of City's taking or completing said corrective measures.

E. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VII

The term of this Agreement ("Term") shall be thirty five (35) years from and after date hereof. Unless one of the parties shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each ("Renewal Term"). In the event a party does not desire for the Term to be extended, such party shall provide the other party with written notice at least six (6) months prior to the end of the Term or Renewal Term. At the end of the final Term of this Agreement, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the City Sewer System and to assure the City's continued use of the perpetual easements and licenses granted to it in this Agreement.

VIII

The failure of either party to exercise its rights upon any default by the other shall not constitute a waiver of such rights as to any subsequent default.

IX

The following Exhibits are attached to this Agreement and by this reference are incorporated herein:

Exhibit A Final Plat of the Property and Replat 1
Exhibit B Illustration of City Sewer System

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If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision. Each paragraph, sentence and clause of this Agreement shall be deemed severable. If in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall (i) pay to the City all sums due under the terms of this Agreement to City at the time of termination, including all applicable tap, inspection, and sewer use fees accrued as of said date; and (ii) at Owner's expense, disconnect, reconstruct,

remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of the Owner's sewage into the City Sewer System.

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Both parties acknowledge and agree that this written Agreement, including all exhibits hereto, constitutes the entire Agreement of the parties and that there are no warranties, representations, terms or conditions other than those set forth herein.

XII

The provisions of this Agreement shall be binding upon the parties hereto and their successors. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

## (

#### COUNTERPART SIGNATURE PAGE

CITY:
City of La Vista, a municipal corporation in the State of Nebraska
ATTEST:  SEAL INCORPORATED SITE ITS Mayor  Its Mayor
By: Tamela a Suethe Pamela A. Buethe, City Clerk
State of Nebraska ) Sarpy ) ss County of Douglas )
On this day of June, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Lines, personally known by me to be the Mayor of the City of La Vista and Pamela R. Buethe, to be personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Sewer Connection 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.
GENERAL NOTARY - State of Nebraska MARCIA A. GUSTAFSON My Comm. Exp. June 30, 2020  My Comm. Exp. June 30, 2020

## H

#### COUNTERPART SIGNATURE PAGE

OWNER:
La Vista City Centre, LLC, a Nebraska limited liability company
By: Name: Christopher L. Erickson Title: Manager
State of Nebraska )  State of Nebraska  JESSICA THIEM  My Comm. Exp. December 6, 2020
County of Douglas )
On this 2 day of Jww, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, personally appeared Christopher L. Erickson, to me known as, or providing satisfactory evidence that he is the Manager of La Vista City Centre, LLC, a Nebraska limited liability company, the company that executed the foregoing Sewer Connection Agreement and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company and on oath stated that he/ is authorized to execute said instrument.
WITNESS my hand and Notarial Seal the day and year last above written.  Notary Pyblic
City Centre I, LLC, a Nebraska limited liability company  By: Name: Christopher L. Erickson Title: Manager
State of Nebraska ) ss County of Douglas ) GENERAL NOTARY-State of Rebraska JESSICA THIEM My Comm. Exp. December 6, 2020
On this 2 day of, 2018, before me a Notary Public, duly commissioned and qualified in and for said County, personally appeared Christopher L. Erickson, to me known as, or providing satisfactory evidence that he is the Manager of City Centre I, LLC, a Nebraska limited liability company, the company that executed the foregoing Sewer Connection Agreement and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company and on oath stated that he/ is authorized to execute said instrument.
WITNESS my hand and Notarial Seal the day and year last above written.

Notary **⊮**ubli

#### **COUNTERPART SIGNATURE PAGE**

#### CONSENT OF MORTGAGEE:

UMB, n.a.,

The undersigned, as the holder of a lien with respect to some or all of the Property described in the LA VISTA CITY CENTRE SEWER CONNECTION AGREEMENT ("Agreement") above hereby consents to the Agreement.

MELVETTA WALTER
Notary Public - Notary Seal
STATE OF MISSOURI
JACKSON County
My Commission Expires: Feb. 8, 2021
Commission # 17769247

J.

#### **COUNTERPART SIGNATURE PAGE**

#### CONSENT OF MORTGAGEE:

Dundee Bank a Branch of Security State Bank

The undersigned, as the holder of a lien with respect to some or all of the Property described in the LA VISTA CITY CENTRE SEWER CONNECTION AGREEMENT ("Agreement") above hereby consents to the Agreement.

Name: Adrian Hernandez

Title: Senior Vice President

ACKNOWLEDGEMENT OF NOTARY

STATE OF Notaska

COUNTY OF Dov las ) ss.

COUNTY OF Joy las ) ss.

The foregoing instrument was acknowledged before me this 2nd day of June , 2018, by Adrian Hernandez, of Dundee Bank a Branch of Security State Bank, as his/her voluntary act and deed and the voluntary act and deed of said national banking association.

K

#### Exhibit A Plat and Replat

#### LA VISTA CITY CENTRE

LOTS 1 THRU 17 AND OUTLOTS A THRU C

BEING A REPLATTING OF LOTS 1 THRU 7, BRENTWOOD CROSSING, LOTS 8B AND 8C, BRENTWOOD CROSSING REPLAT 1, AND ALSO LOTS 8A1, 8A2, 8A3, AND 8A4, BRENTWOOD CROSSING REPLAT 2, SUBDIVISIONS, AS SURVEYED, PLATTED, AND RECORDED IN SARPY COUNTY, NEBRASKA, IN THE SOUTHWEST QUARTER, AND ALSO A PART OF TAX LOT 12 IN THE NORTHWEST

FILED SARPY COUNTY NEBRASKA

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Clayly. Dowling REGISTER OF DEEDS

O T A T E

**SS**(8555)

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IN WITNESS HEREOF, I DO SET MY HANDS.

ACKNOWLEDGEMENT OF NOTARIES

APPROVAL OF THE LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

REVIEW BY SARPY COUNTY PUBLIC WORKS

COUNTY TREASURER'S CERTIFICATIONS

THIS IS TO CERTIFY THAT I FIND NO REQULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE CLIEBACTOR IN THIS AREA. AS SHOWN BY THE RECORDS OF THIS OFFICE.

TAXES ASSESSED AND LEVIED FOR THE CURRENT YEAR ARE NEITHER DUE NOR PAID. TREASURERS CERTIFICATION IS CINCY VALID UNITE. DECEMBER 30th OF THIS YEAR.

LS-515

	LOT AREA TA	ABLE
	AREA (AC)	AREA (SF)
LOT 1	0.943	41071.80
LOT 2	0.887	38621.35
LOT 4	2.815	122607.32
LOT 5	0.417	18159.10
LOT 6	0.517	22541.55
LOT 7	1.270	55328.09
LOT 8	1.067	46465.53
LOT 9	0.447	19465.41
LOT 10	0.948	41277.29
LOT 11	1.038	45209.53
LOT 12	1.190	51821.25
LOT 13	0.211	9200.00

	AREA (AC)	AREA (SF
LOT 14	2.038	88784.39
LOT 15	1.044	45490.87
LOT 16	0.582	25367.16
LOT 17	2.184	95113.90
OUTLOT A	0.810	35295.88
OUTLOT B	0.183	7980.00
OUTLOT C	10.204	444495.98

LOT AREA TABLE

07.25.2016 SHEET 1 OF 1

DRIVE

LA VISTA CITY CENTRE STREET AND BRENTWOOD

FINAL PLAT

QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA LOT 21A & 21B & 22B ALPINE VILLAGE SOUTH CLR DEVELOPMENT LLC LOT 2A3 WILLOW BROOK ADDITION FRANK KREJCI PUBLIC RIGHT OF WAY N2°31'35'W 2319.07' 84TH STREET POINT OF BEGINNING N2°25'39"W 1320.52" . N2°24'52"W 473.97'. 26.02'-LOT 5 129 LOT 6 LOT 8 LOT 7 LOT 2 LOT 1 LOT 3 WILTHAM PLACE REPLAT | JSMN MALL, L.L.C. LOT 4 40.00' 129.00' 10' PEDESTRIAN ACCESS EASEMENT INST NO. 1990-185 83RD AVENUE S57°58'55"E 96.96' LOT 10 LOT3 OUTLOT A 115.00 SANITARY SEWER EASEMENT 8 LOT 13 8 115.00 LOT 9 JSMN MALL, L.L.C. 442.00 Bo LOT 15 LOT 18 25∕∕\ OUTLOT C PROPOSED 30 15 🛆 🟪 **LOT 17** 25' STORM SEWER EASEMENT INST NO. 1990-18556 20' OPPD EASEMENT 3 5X7, PG290 & 5X20 PG340 34 S2°33'02"E 1794.49" 926.69 -S2°33'02"E 55.00' BRIARWOOD ADD TION LOT 243B GRANVILLE EAST SCHOOL DISTRICT 27 SURVEYOR'S CERTIFICATION



NO.	LENGTH	BE.ARING
12	45.28'	N42" 37" 07"E
Ļ3	157.76	N87" 37" 07"
L4	39.52	S47" 22" 53"E
L5	170.64	N87" 37" 07"E
L6	262.99'	N87" 37" 07"E
L7	110.38'	\$47" 22" 53"E
13	494.68	S2" 22' 53"E
L9	151.80'	\$42° 37° 07°
L10	313.66	S87" 37" 07"W
L11	110.38'	\$47° 22' 53"E
L12	209.48	S2" 22' 53"E
L13	68.96	\$42° 37° 07°%
L14	271.72	S87' 37' 07"%
L15	457.44	N2" 22' 53"W

CENTERLINE DATA TABLE

1		01110	IIA IADE	
NO.	LENGTH	RADIUS	CHORD	BEARING
C1	14.03	100.00	14.02	N46" 38" 16"
C2	78.54	100.00	76.54	N65" 07" 07
C3	7B.54'	100.00'	76.54'	S69" 52' 53'
C4	78.54'	100.00'	78.54'	S69° 52' 53'
C5	78.54	100.00	76.54'	569' 52' 53'
C6	78.54	100.00'	76.54	S24° 52' 53'
C7	78.54	100.00*	76.54	S20° 07' 07'
C8	7B.54'	100.00	76.54'	S65' 07' 07'
-				

**CURVE DATA TABLE** 

METER WAS A STATE OF THE STATE

drawn by: checked by: approved by: QA/QC by: project no.: drawing no.: date:

#### LA VISTA CITY CENTRE REPLAT 1

LOTS 1 AND 2

BEING A REPLATTING OF LOTS 3 AND 4, LAVISTA CITY CENTRE, A PLATTED AND RECORDED SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER, SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

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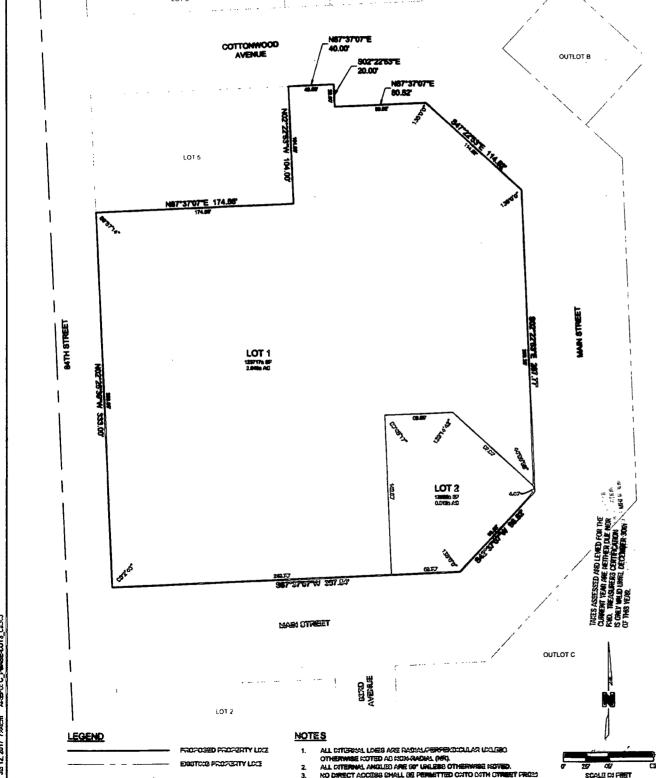
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Glost J. Doubling REGISTER OF DEEDS

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E THE UNDERSIGNED LA VISTA CITY CENTRE, LLC OWNER OF THE REAL ESTATE SHOWN AND CHRISTOPHER L. ERICKI IDIVIDED, AND DO HERRISY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.	SON DESCRISED HEREIN, DO HERESY CERTIFY THAT WIRE MAVE LAID OUT, PLATTED AND	•	J		8
S SUBCHYSION SHALL SE KNOWN AND DESIGNATED AS LA VISTA CITY CENTRE REPLAT 1, AN ADDITION TO THE CITY O INCATED ARE HERBEY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN OTHER PUBLIC LANDS SHOW	IF LA VIETA, NEIMARIKA. ALL ETIREZTS AND ALLEYS SHOWN AND NOT HERETOPORE WIN AND NOT HERETOPORE DEDICATED ARE HEREEY RESERVED FOR PUBLIC USE.	~			1
MR TITLE TO THE LAND CONTAINED IN THIS PLAT IS QUARANTEED. ANY ENCURISIPANCES OR SPECIAL ASSESSMENTS	ARE EXPLANED AS FOLLOWS:		1		6
ine are ethipe of ground shown or described on this plat and marked easimisht, reserved for the us Tall, repair, replace and maintain its distallations.	BE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO		J		2111 Bouth 67th Omete, NE 881
ASTA CITY CONTINUE LLC  WOODS INCOMENT  WOODS INCOMENT					8.3
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EUROPRINGED HOLDER OF THAT CERTAIN LIBI AGAINST THE REAL PROPERTY DESCRIBED IN THE FLAT KNOWN AS I TOE OF THE REGISTER OF DEEDS OF SWEPT COLINITY, INSERTIMENA AS INSTRUMENT NO. 2018-313M SERBIMATER, LITY (SEWER, WATER, ELECTINC, CAILE TY, TELEPHONE, HATUARI, CAIS) EMBERGINE, OR STREETS OR ROADER, PEDSI SCATED TO THE PUBLIC, ALL AS SHOWN ON THE FLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT WIDES SMIK, A SPANICH OF SECURITY STATE BANK	BY), DOBS HERBITY CONSENT TO THE DEDICATION OF AND SUBORDINATE THE LIEN TO ANY	асметтом			S
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ITE OF NEEDWARKA ) 186 UNITY OF BARRY )		ECATE:			
The $13$ day, of <u>Tubly</u> 2017, genore he, the undersigned notary public, dlay considerable and the Tobe the destribat person whose name is apposed to the dedication on the plat and acciding some arms, a spanich of recurring state same.	D CLIALIFIED IN AFORESAID COUNTY PERSCHALLY AFFEARED ADMAIN HERMANDEZ. MEDGIED THE EDISCLITION THERMOF TO BE HIBMER VOLUNTARY ACT AND DEED AS GAID	7 O.	Ш	Ш	2017
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APPROVAL OF CITY OF LA VISTA

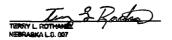


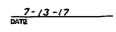
#### COUNTY TREASURER'S CERTIFICATIONS

#### REVIEW OF SARPY COUNTY SURVEYOR

#### SURVEYOR'S CENTIFICATION

HERREY CENTRY THAT I AM A PROPERSIONAL LAND GURVEYOR, REGISTERS WAS MADED WITH THE LAND OF THE OTHER OF RESPASA, AND THAT TWO FLAT MEETING OF DECISION THE "BEHALM STANDAMOS FOR GURVEYOR FLATHER, HERREY CENTRY THAT I WAS GURVEYOR FLATHER, HERREY CENTRY THAT I WAS GURVEYOR FLATHER, HERREY CENTRY THAT I WAS GURVEYOR OF THE GURVEYOR OF THE GURVEYOR FLATHER, HERREY CENTRY THAT I WAS GURVEYOR OF THE GURVEYOR GURVEYOR OF THE







F7.12.17 SHEET 1 of 1

LA VISTA CITY CENTRE REPLA LOTS 1 AND 2

ADMINISTRATIVE REPLAT

SON

N

## Exhibit B Sewer System Illustration

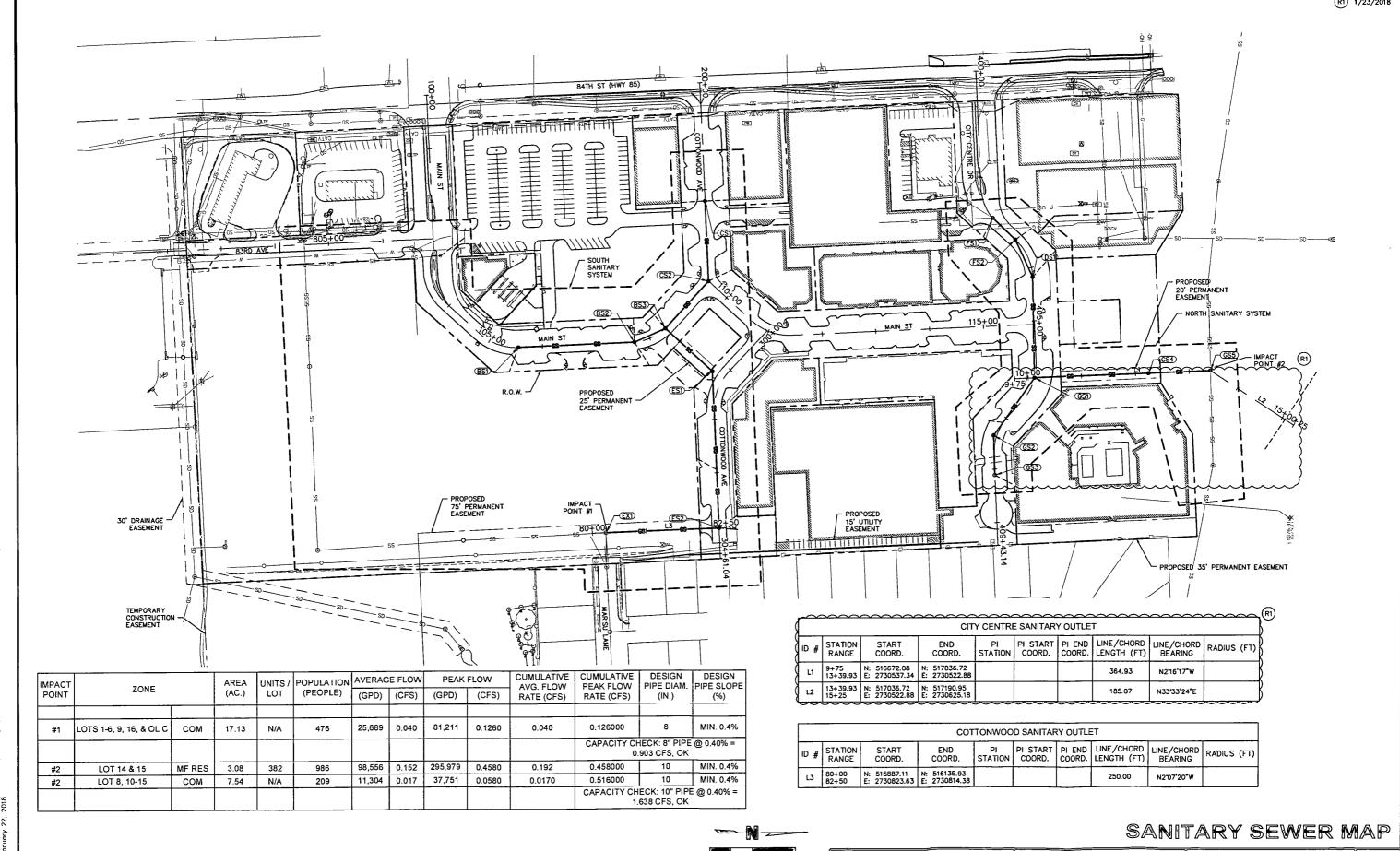


EXHIBIT "B"

CITY OF LA VISTA PUBLIC WORKS DEPARTMENT

ONOLSSON.

CD-17-008

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