

FILED SARPY CO. NE
INSTRUMENT NUMBER
2005-13485

2005 APR 27 PM 3:32

Sharon J. Hawley
REGISTER OF DEEDS

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April 20, 2005

Cara Pavlicek
City Administrator
8116 Park View Boulevard
La Vista, NE 68128

RE: Proposed Fire Station Site
7703 So. 108th Street
Lot 246A
Val Vista

Dear Mrs. Pavlicek:

In response to the City of La Vista ("City") submission for building design and other approvals, under the Declaration of Covenants, Conditions, Restrictions and Easements Lots 241 Through 248, Inclusive, and Outlot "E", Val Vista Subdivision, filed with the Sarpy County Register of Deeds June 3, 2002 ("Declaration"), for a second fire station and related improvements, uses and activities located at 7703 So. 108th Street, Lot 246A Val Vista, ("Fire Station"), please be advised of the following:

Site Plan and Facility Design: The undersigned acknowledges receipt of preliminary site plan and renderings of improvements of the Fire Station, and the same, along with all ancillary, incidental and related designs, documents, instruments, construction, improvements, uses and activities, as approved, or modified and approved, by the City Council, are approved. It is understood that the documents you provided have not yet received final approval of the City Council. Nevertheless, the approval provided in this paragraph is final and the City will not be required to seek additional approval under the Declaration or otherwise prior to, during or upon completion of its site plan, the design/development/construction process, or occupancy of the Fire Station, or prior to or upon approval, or modification and approval, by the City Council thereof or of any related matter.

Landscaping: It is understood that the City has not yet completed landscaping plans for the Fire Station site. However, as long as all landscaping plans for the site comply with applicable City ordinances, they are approved. In addition to, and not to limit, this general approval, it is understood and agreed that a significant portion of the site may be planted with native grasses, similar to the area north of the City's public library, in compliance with City landscaping ordinances. The approval provided in this paragraph is final and the City is not required to seek additional approval under the Declaration or otherwise before, during or upon completion of or implementing its landscaping plan for the site, or prior

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to or upon approval, or modification and approval, thereof by the City Council.

Future Improvements: The undersigned understands that preliminary plans for the Fire Station would be to eliminate the need for future improvements or modifications. However, it is understood that plans approved by the City Council may vary from preliminary plans, and that future needs cannot be predicted with certainty. Consequently, the City may require or desire future improvements or modifications. Any future improvements or modifications at or on the Fire Station site are approved to the extent that they are for public safety purposes or uses and comply with City ordinances and to the extent that above ground structures are of a consistent quality with Fire Station construction.

Access: The undersigned understands that the Fire Station site will be used for public safety purposes and that it is imperative for the City to at all times maintain control over the site and all persons, activities and improvements thereon. Any right under the Declaration to, for any reason or purpose, enter upon the site or authorize, make, place or engage in any easement, improvement or activity on or affecting the site shall at all times be subject to prior written notice to and approval of the Mayor and City Council of the City. The undersigned represents and warrants that no easement, improvement or right of access or activity upon or affecting the site has been granted except for the easement for sewers specifically appearing of record along the east portion of Lot 246A.

Financing: The undersigned agrees that Section 7.10 and other provisions of the Declaration will be subject to requirements of any financing obtained by the City to acquire, develop, equip or construct Lot 246A, the Fire Station or related improvements.

Authority: The undersigned represents and warrants that it has or has been delegated sole authority under the Declaration to review, approve and authorize design of the Fire Station and all other matters contained in this letter or required by the Declaration, or has obtained all necessary reviews, approvals and authorizations from the proper persons, committees, boards or entities, and that no further review, approval, authorization or requirement is or will be required under the Declaration, or of, under or by any boards, committees, persons, entities, articles, bylaws, guidelines, rules, regulations, standards, specifications, limitations or requirements described in the Declaration, as any may be constituted, adopted or amended from time to time.

Duration: The undersigned acknowledges that the City is relying on this letter as a condition of purchasing Lot 246A. This letter and all representations, conditions and approvals contained in it will survive closing on Lot 246A. The undersigned agrees for itself and its principals, successors, heirs and assigns that no document, instrument or action will be adopted, executed or taken contrary or otherwise related

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to any matter or issue contained in this letter without the prior written consent of the City.

GILES ROAD NO. 2, LLC, a
Nebraska limited liability company

BY: KVT #2, Limited Partnership, a
Nebraska limited partnership, Member

BY: Seechol Properties, a Nebraska
general partnership, Member

By: *George W. Venteicher*
George W. Venteicher, General Partner

By: *[Signature]*
General Partner

BY: *[Signature]*
Stephen M. Farrell, Member

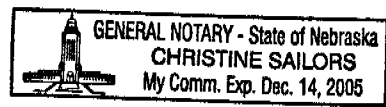
By: *[Signature]*
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF *Douglas*)

On this *21st* day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came George W. Venteicher, General Partner of KVT #2, limited partnership, Member of Giles Road No. 2, LLC, a Nebraska limited liability company, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.

Christine Sailors



NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF *Douglas*)

On this *21st* day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Stephen M. Farrell, Member of Giles Road No. 2, LLC, a Nebraska limited liability company, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

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Witness my hand and notarial seal the day and year last above written.

Christine Saylor



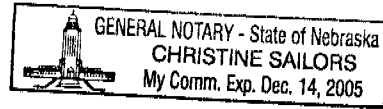
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 21st day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Tom Nichols, General Partner of Seechol Properties, a Nebraska general partnership, Member of Giles Road No. 2, LLC, a Nebraska limited liability company, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.

Christine Saylor



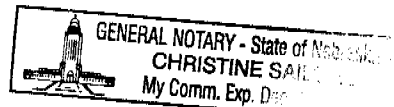
NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

On this 21st day of April, 2005 before me, the undersigned, a Notary Public, duly commissioned and qualified for in said County, personally came Lee D. Seaman, Jr., General Partner of Seechol Properties, a Nebraska general partnership, Member of Giles Road No. 2, LLC, a Nebraska limited liability company, known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed on behalf of said company.

Witness my hand and notarial seal the day and year last above written.

Christine Saylor



NOTARY PUBLIC