

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2016-13499

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*Lloyd J. Dowding*

REGISTER OF DEEDS



COUNTER	<u>ah</u>	C.E.	<u>ah</u>
VERIFY	<u>ah</u>	D.E.	<u>ah</u>
PROOF			
FEES \$	<u>208.00</u>		
CHECK#			
CHG	<u>PAT</u>	CASH	
REFUND		CREDIT	
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FOR RECORDING  
INFORMATION.**

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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  
Crocker, Huck, Kasher  
DeWitt, Anderson  
& Gorderinger, LLC  
2120 S 72nd St #  
Omaha, Ne 68124-1200*

**SUBDIVISION AGREEMENT  
(GARY & DEBBIE PINK NO. 3)**

**(Replat of Lot 2, Gary and Debbie Pink No. 2 together with Tax Lot 14 Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska and Tax Lot 8, Section 18, T14N, R12E of the 6<sup>th</sup> P.M. Sarpy County, Nebraska)**

THIS AGREEMENT is made this 15<sup>th</sup> day of March, 2016, among Pink Investments, LLC, a Nebraska limited liability company, (“Pink Investments”) and Gary L. Pink and Deborah A. Pink, husband and wife, (the “Pinks” and collectively with Pink Investments hereinafter referred to as “Subdivider”), the GDP2 Association, a Nebraska nonprofit corporation, (“Association”) and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit “A” (“Property”) and included within the proposed plat attached hereto as Exhibit “B” (hereinafter referred to as the “Plat” or the “Platted Area”). The Plat as finally approved by the City Council shall be referred to herein as the “final plat” or “Final Plat”); and,

WHEREAS, Subdivider at its cost will develop and construct certain private infrastructure improvements on the Property in the Platted Area as described in Section 9; and

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the Platted Area to the sewer system of the City; and,

WHEREAS, the Subdivider has previously created the Association and Covenants (defined below) which include all of the Platted Area and which will be amended to reflect the updated platting and the additional private infrastructure improvements being provided.

NOW, THEREFORE, IT IS AGREED by Subdivider and City as follows:

1. Platting. Subject to the terms of this Agreement, the subject property shall be platted and replatted as Lots 1 - 4, Gary & Debbie Pink No. 3, as more fully shown on Exhibit “B” (hereinafter the “Plat” or “Platted Area”); and as finally approved by the City Council shall be referred to as the “final plat” or “Final Plat”).
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Platted Area for review and approval by the City’s Engineer prior to execution of the final plat, which shall include a demonstration of any easements required to convey major storm sewer events, in form and content satisfactory to the City Engineer. The City’s release of the final plat shall be conditioned on Subdivider executing and delivering or otherwise making provision for any required easements in form and content satisfactory to the City Engineer. Subdivider will record with the final plat any easements the City Engineer requires as a condition of releasing the final plat.

3. Storm Water Management Plan: Before improvements are constructed on an individual lot in the Platted Area, the lot owner, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control to the satisfaction of the City Engineer. Plans and specifications for such storm water management improvements for each individual lot shall be prepared prior to issuance of permit for grading or construction of improvements on the individual lots by each lot owner's engineer at its sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements on the lots.
4. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form and content satisfactory to the City (City Engineer) shall be entered into between each individual lot owner in the Platted Area and the City prior to issuance of such permit for grading or construction of improvements on any individual lot. It is understood that the final version of the Maintenance Agreement shall:
- (A) identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the individual lot owner at its expense,
  - (B) include provisions to control when post-construction storm water features are to be constructed,
  - (C) differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
  - (D) provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
  - (E) provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of all successors, assigns and future owners of the respective lot.

Watershed Management Fees: Each individual lot owner in the Platted Area shall make payment to City for Watershed Fees. This fee for each lot shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. 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.

5. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.

- 6. Public Access Roads or Driveways; Sidewalks; Pedestrian Corner Feature. Direct vehicular access to abutting streets shall be limited as indicated on the Plat, as finally approved by the City in the final plat. Roads and driveways identified in the Plat for use of the public, at Subdivider's sole cost unless otherwise specified in this Agreement, shall be constructed to City approved specifications and shall not be less than nine inches (9") P.C. concrete paving. 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 the terms of the Subdivision Agreement. The owner of Lot 4 at the owner's sole cost shall construct and maintain a vehicular turnaround on Lot 4 at the end of the shared private roadway when Lot 4 is developed with improvements. The turnaround will meet fire lane turnaround requirements and may be incorporated into the general parking and circulation improvements on Lot 4. The owner of Lot 4, at the owner's sole cost, will also construct and maintain a pedestrian corner feature on the corner of Giles Road and West Giles Road as shown on Exhibit C, when Lot 4 has been developed with improvements. Sidewalks shall be installed by each individual lot owner along West Giles Road at the time of the development of said owner's Lot at the owner's sole cost. Construction and installation of an improvement required by this paragraph 6 shall be completed no later than a certificate of occupancy for any building on the Lot that triggers construction of the improvement in this paragraph. Unless otherwise specified in this Agreement, an improvement described in this Section 6 shall be maintained, replaced and repaired by the owner of the Lot who is required to construct the improvement, at the owner's sole cost.
- 7. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Platted Area to assure the placement of lot corner pins as indicated has been done on the final plat.
- 8. Sanitary Sewer Connection Fees. Tract sanitary sewer connection fees shall be due and payable by individual lot owners to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, C-2 – General Commercial	1.87 ±AC@ \$5,973/AC	\$ 11,169.51
Lot 2, C-2 – General Commercial	1.78 ±AC@ \$5,973/AC	\$ 10,631.94
Lot 3, C-3 – Hiway Commercial/Office Pk	1.24 ±AC @ \$5,973/AC	\$ 7,406.52
Lot 4, C-3 – Hiway Commercial/Office Pk	4.30 ±AC @ \$5,973/AC	\$ <u>25,683.90</u>

TOTAL \$54,891.87

The aforesated fee of \$5,973 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid. A sanitary sewer connection agreement shall be required of the Subdivider with respect to all lots in the Platted Area as a condition of release of the Final Plat to Subdivider for recording, in form and content attached hereto as Exhibit D, subject to any additions or changes the City Engineer determines necessary or advisable.

9. Infrastructure to be at Private Expense. Subdivider at its cost will construct the private internal street improvements providing for ingress and egress to and from the individual lots, the storm sewer collection system connecting the facilities from each lot to the public storm system, and the private sanitary sewer connection from the individual lots to the existing sewer system, each as depicted or provided in Exhibit E (“Subdivider Infrastructure Improvements.”)

The cost of all infrastructure improvements and easements described in this Agreement within or serving the Platted Area (“Private Infrastructure Improvements”) shall be the private expense of Subdivider or the individual lot owners, as provided in this Agreement, and the respective successors of said Subdivider or individual lot owners, as the case may be. Not in limitation of the foregoing, the Private Infrastructure Improvements and easements within and serving the Platted Area shall be constructed and maintained at private expense and no part thereof shall be the responsibility of or at the expense of the City. Subdivider in Exhibit G shall provide City with a cost estimate of the Subdivider Infrastructure Improvements.

Notwithstanding any provision herein to the contrary, the Subdivider Infrastructure Improvements shall not be considered improvements to any individual lot that would trigger the payment of any of the various fees delineated in this Agreement due upon or prior to improvements on any individual lot, including but not limited to the fees described in Sections 4 & 8 of this Agreement, or trigger the installations of or planning for any other associated improvements on individual lots, including but not limited to those described in Section 3 of this Agreement.

All Subdivider Infrastructure Improvements shall be designed, contracted and constructed by Subdivider, and shall be operated, repaired, replaced and maintained after construction, by Subdivider or its successor group of individual lot owners in the Platted Area as provided in the Grant of Common Drive Easement and Declaration of Covenants, Conditions and Restrictions, as amended, in form and content attached hereto as Exhibit F (“Covenants”). Before the City releases the Final Plat to Subdivider for recording, Subdivider will provide City (i) a copy of the executed Covenants that Subdivider will record with the Final Plat, and (ii) (ii) a surety bond or letter of credit, written or issued by a surety or bank, and in form and content satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct the Subdivider Infrastructure Improvements as provided in Exhibit G..

10. City Engineer to be Determiner. The City shall have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.

City Access/Repair. The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Platted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the Subdivider and the property in the Platted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure

City Exercise of Rights Discretionary. City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider, or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.

11. Filing of Record. The Subdivider, at its expense when recording the final plat, shall record this Agreement and the Covenants in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.

12. Covenants Running With the Land. The final plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider and Association, and all of their respective successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider or Association. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the final plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.

13. Exhibit Summary. The Exhibits proposed by Thompson, Dreessen & Dorner, Inc. Engineering, LLC, engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

- Exhibit "A": Property
- Exhibit "B": Preliminary Plat and Area to be Platted
- Exhibit "C": Pedestrian Corner Feature in Lot 4

Exhibit "D":	Sewer Connection Agreement
Exhibit "E":	Subdivider Infrastructure Improvements
Exhibit "F":	Grant of Common Drive Easement and Declaration of Covenants, Conditions and Restrictions
Exhibit "G":	Cost Estimate of Subdivider Infrastructure Improvements

14. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Platted 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.
15. Incorporation of Recitals. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.
16. 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.
17. Assignment. This Agreement may not be assigned by any party without the express written consent of all parties.
18. 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.
19. 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.

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

PINK INVESTMENTS, LLC a Nebraska limited liability company

By: *Gary L. Pink*  
Gary L. Pink, Manager

GDP2 ASSOCIATION a Nebraska non profit corporation

By: *Gary L. Pink*  
Gary L. Pink, President

*Deborah A. Pink*  
Deborah A. Pink

*Gary L. Pink*  
Gary L. Pink

ATTEST:

*Pamela G. Smith*  
City Clerk

CITY OF LA VISTA



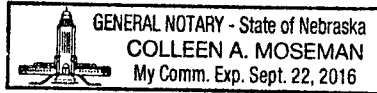
*[Signature]*  
Mayor



ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2016, by Gary L. Pink, Manager of Pink Investments, LLC a Nebraska limited liability company.

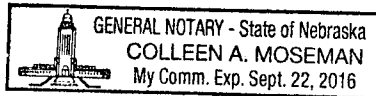


Colleen A Moseman  
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2016, by Gary L. Pink, President of GDP2 ASSOCIATION, a Nebraska non profit corporation.

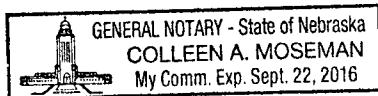


Colleen A Moseman  
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2016, by Deborah A. Pink.

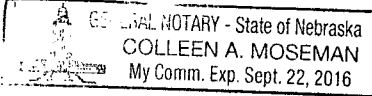


Colleen A Moseman  
Notary Public

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STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2016, by Gary L. Pink.



Colleen A. Moseman  
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Sarpy )

On this day of 9<sup>th</sup> day of June, 2016, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig personally known by me to be the Mayor of the City of La Vista and Pamela A. 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 Subdivision 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.

Marcia A. Gustafson  
Notary Public

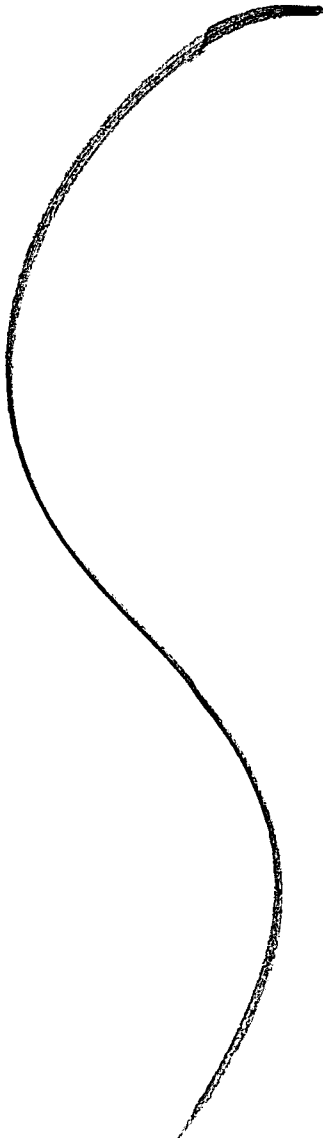
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2

EXHIBIT A  
THE PROPERTY

**Replat of Lot 2, Gary and Debbie Pink No. 2 together with Tax Lot 14 Section 19, T14N, R12E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska and Tax Lot 8, Section 18, T14N, R12E of the 6<sup>th</sup> P.M. Sarpy County, Nebraska**





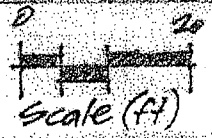
bedm

# La Vista Planting Designs

DATE 9/2/09



Southpoint  
parkway



Green  
VA

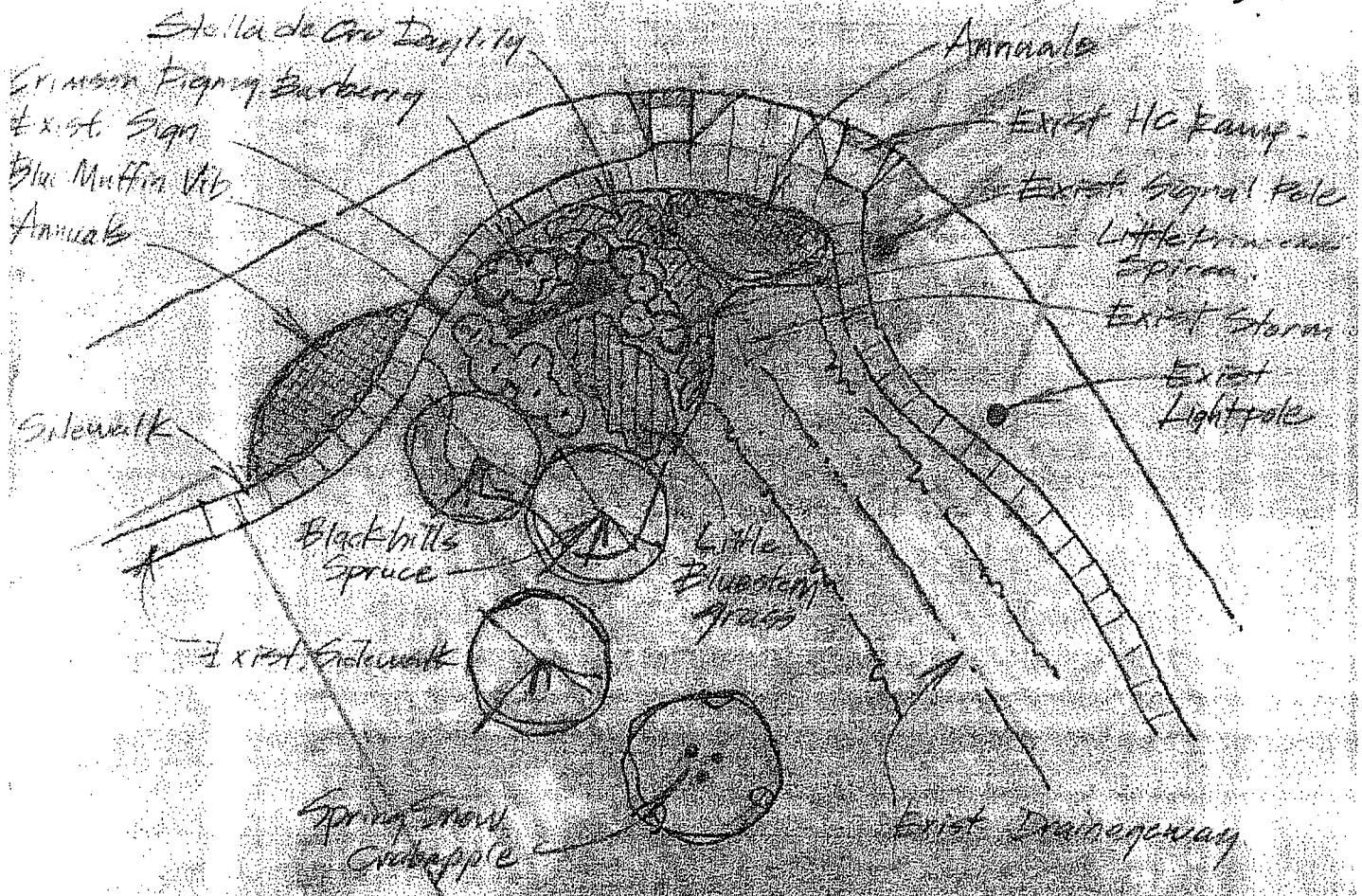


EXHIBIT C

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GARY AND DEBBIE PINK NO. 3  
SEWER CONNECTION AGREEMENT  
(Sanitary Sewer System)

THIS AGREEMENT ("Agreement"), made and entered into in La Vista, Nebraska, on this \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Gary L. Pink and Deborah A. Pink, husband and wife, and Pink Investments, LLC, a Nebraska limited liability company authorized to do business in Nebraska its successors and assigns (hereinafter collectively and individually referred to as "Owner") (City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties");

\_\_\_\_\_  
WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Lots 1-4, Gary and Debbie Pink No. 3, as depicted on Exhibit "B" hereto; and

WHEREAS, Owner desires to provide for the flow, transportation and handling of sewage collected in or flowing into the sanitary sewer system constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City's sewerage system, and to provide for the processing of such sewage, from the properties identified in Exhibit "A".

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

For the purposes of this Agreement, the term "sewer system of the Owner" shall include, whether now in existence or hereafter constructed, all sanitary sewers, sanitary sewer systems and appurtenances thereto which are:

- A. Shown on Exhibit "B" attached hereto.

For the purposes of this Agreement, the following, whether now in existence or hereafter constructed, shall be deemed a part of the "sewer system of the City":

- A. Any sanitary sewer or system of sanitary sewers owned by the City;
- B. Any sanitary sewer or system of sanitary sewers not a part of the sewer system of the Owner and not owned by City, but through which City has an easement, license or other right or other license to transport sanitary sewage;

**EXHIBIT D**

## II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City. Owner shall have the right to connect to the existing public sanitary sewer located in Lot 1 and/or Lot 2, Gary and Debbie Pink No. 2, subject to the conditions of a Permanent Sanitary Sewer Easement recorded as Instrument Number 2005-29577 of the Sarpy County records of the Sarpy County Register of Deeds.

## III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed 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. That the sewer system of the Owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein, and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner 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 Paragraph IV, infra.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the reasonable opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, upon written notice thereof, promptly correct said defect.
- F. That 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 the reasonable cost of all work, services, materials and other expenses reasonably incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner 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 sewer system of the Owner, in violation of such ordinances, regulations and conditions.

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. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- I. That 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 or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.
- J. That Owner shall promptly file all reports, pay all connection fees 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, infra, 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, infra, 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, however, Owner may utilize wells for irrigation purposes.

#### IV

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

#### V

Owner 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 connection fee paid to City. Owner shall:

1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City 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 in effect at the time of the connection.
3. make all connections to the sewer system of the City in accordance with applicable ordinances, regulations and specifications.



- 4. upon written notice by City, immediately disconnect any connection to the sewer system of the City which has been made by the Owner without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City pertaining to sewer connections.

Notwithstanding any provision in this Agreement to the contrary, no connection fees shall be due in connection with the connection of the sewer system of Owner, as shown on Exhibit B, to the sewer system of the City. The connection fees shall be paid by the individual lot owner (Lots 1-4) in the Gary and Debbie Pink No. 3 Subdivision upon obtaining a building permit for improvement on such individual lots.

VI

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.

VII

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 actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, 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:
  - 1. Upon giving the Owner sixty (60) days written notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day

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period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.

- 2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work reasonably necessary for the requested corrective measures, or to reasonably complete the corrective measures commenced by the Owner, as the case may be, in either of which events the Owner agrees to immediately reimburse City for any and all reasonable expenses incurred by City in connection therewith.
- 3. 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.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless Owner shall advise the City 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. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term which said Party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, 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 sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in Paragraph IV, supra.

IX

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.

X

A listing of the Schedule of Exhibits hereto is as follows:

- Exhibit "A": Lots 1-4, Gary and Debbie Pink No. 3 (Properties to be Connected)
- Exhibit "B": Preliminary Sanitary Sewer Plan

R

XI

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 and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, 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:

- A. Pay all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own 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 sewer system of the City.

XII

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.

XIII

The provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns. Owner shall refer to the successors and assigns of original Owner upon transfers of the respective individual lots.

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

ATTEST:

CITY OF LA VISTA, a municipal corporation in the State of Nebraska

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

S

\_\_\_\_\_  
GARY L. PINK

\_\_\_\_\_  
DEBORAH A. PINK

Pink Investments, L.L.C.,  
A Nebraska limited liability company

By: \_\_\_\_\_  
GARY L. PINK, MANAGER

Date: \_\_\_\_\_

T

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be an Authorized Agent of Pink Investments, L.L.C., a Nebraska limited liability company, 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

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

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Gary L. Pink, Manager of Pink Investments, LLC a Nebraska limited liability company.

\_\_\_\_\_  
Notary Public

u

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Gary L. Pink.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Deborah A. Pink.

\_\_\_\_\_  
Notary Public

# GARY & DEBBIE PINK NO. 3

## LOTS 1, 2, 3 AND 4

BEING A REPLATTING OF LOT 2, GARY & DEBBIE PINK NO. 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND A PLATTING OF TAX LOT 14 IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY AND A PLATTING OF TAX LOT 8 IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY

**NOTES:**

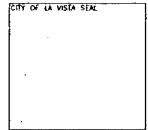
1. DIMENSIONS AND ANGLES IN PARENTHESES PERTAIN TO EASEMENTS.
2. ANGLES SHOWN ADJACENT TO CURVES ARE MEASURED TO THE CHORD LINE.
3. THERE SHALL BE NO DIRECT VEHICULAR ACCESS ONTO GILES ROAD OR WEST GILES ROAD EXCEPT AT THE CENTERLINE OF DRIVE LOCATION SHOWN HEREON.

**APPROVAL BY THE LA VISTA PLANNING COMMISSION**  
THIS PLAN OF GARY & DEBBIE PINK NO. 3 WAS APPROVED BY THE CITY OF LA VISTA PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**APPROVAL BY THE LA VISTA CITY COUNCIL**  
THIS PLAN OF GARY & DEBBIE PINK NO. 3 WAS APPROVED BY THE CITY OF LA VISTA CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

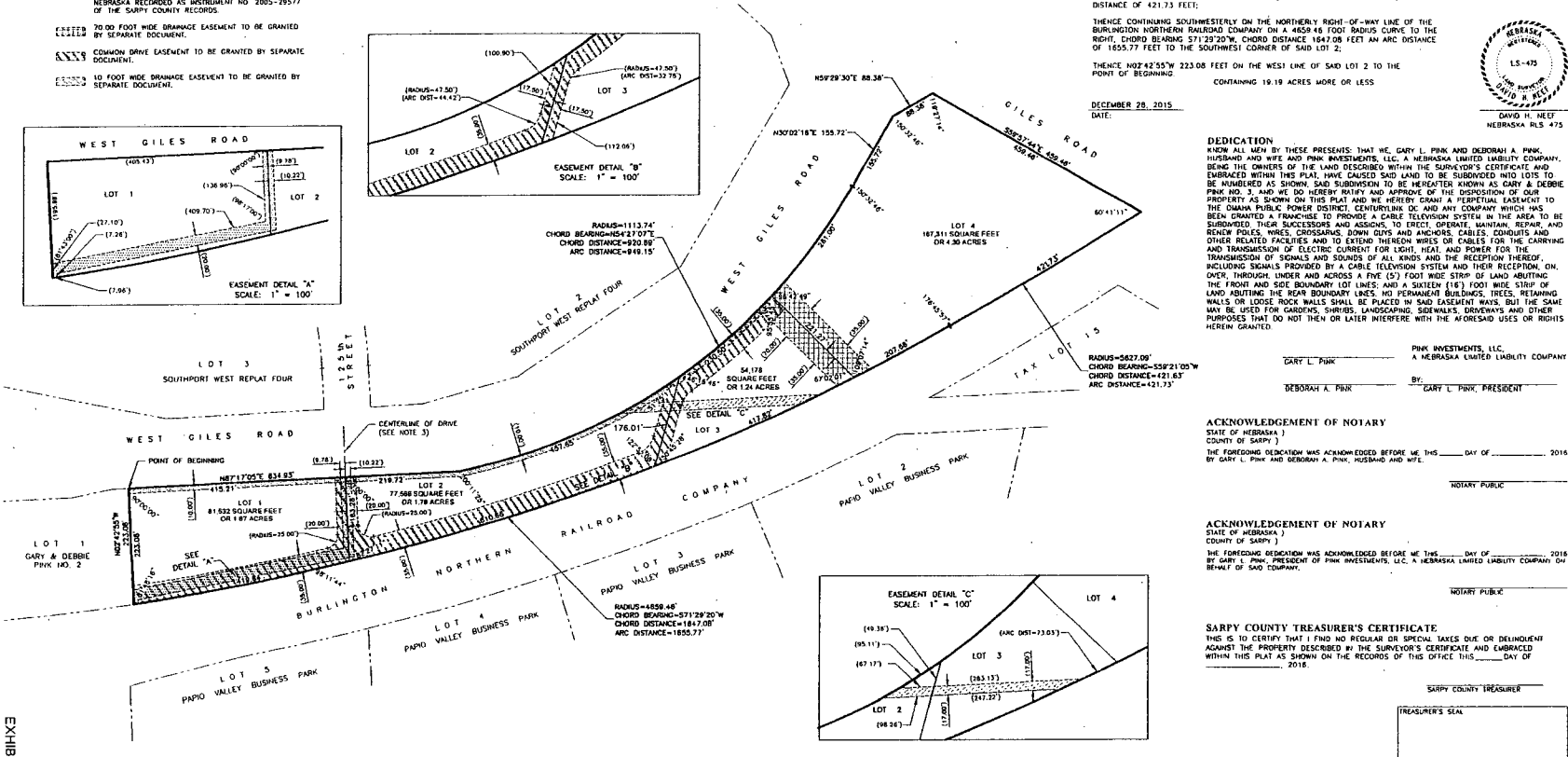
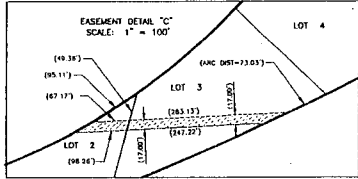
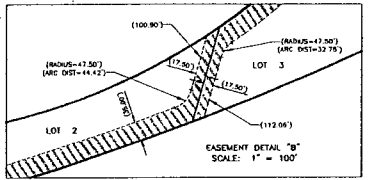
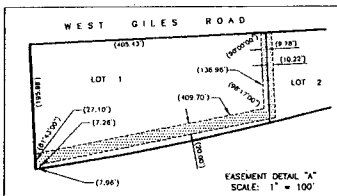
**REVIEW BY SARPY COUNTY PUBLIC WORKS**  
THIS PLAN OF GARY & DEBBIE PINK NO. 3 WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

CHAIRMAN OF THE PLANNING COMMISSION: DOUGLAS KIMM, MAYOR; PAMELA A. BUENHE, CITY CLERK



SARPY COUNTY SURVEYOR/ENGINEER

- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED IN NESE, BOOK 47 AT PAGE 700 OF THE SARPY COUNTY RECORDS.
- 20.00 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO SANITARY AND IMPROVEMENT DISTRICT NO. 153 OF SARPY COUNTY, NEBRASKA AND THE CITY OF LA VISTA, NEBRASKA RECORDED AS INSTRUMENT NO. 2005-29577 OF THE SARPY COUNTY RECORDS.
- 70.00 FOOT WIDE EMBANKMENT EASEMENT TO BE GRANTED BY SEPARATE DOCUMENT.
- COLUMBIA DRIVE EASEMENT TO BE GRANTED BY SEPARATE DOCUMENT.
- 10 FOOT WIDE DRAINAGE EASEMENT TO BE GRANTED BY SEPARATE DOCUMENT.



**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT A BOUNDARY SURVEY WAS MADE UNDER MY DIRECT SUPERVISION FOR THE SUBDIVISION DESCRIBED HEREON AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS GARY & DEBBIE PINK NO. 3, LOTS 1, 2, 3 AND 4, BEING A REPLATTING OF LOT 2, GARY & DEBBIE PINK NO. 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND A PLATTING OF TAX LOT 14 IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY AND A PLATTING OF TAX LOT 8 IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;

THENCE N87°17'05"E (ASSUMED BEARING) 634.93 FEET ON THE NORTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER OF SAID TAX LOT 14;

THENCE NORTH-EASTERLY ON THE NORTHWEST LINES OF SAID TAX LOTS 14 AND 8 ON A 1113.74 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N5°47'07"E, CHORD DISTANCE 920.89 FEET AN ARC DISTANCE OF 940.15 FEET;

THENCE N3°02'18"E 155.72 FEET ON THE NORTHWEST LINE OF SAID TAX LOT 8;

THENCE N59°29'30"E 89.38 FEET ON THE NORTHWEST LINE OF SAID TAX LOT 8;

THENCE S59°57'44"E 459.45 FEET ON THE NORTHEAST LINE OF SAID TAX LOT 8 TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD COMPANY;

THENCE SOUTHWESTERLY ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD COMPANY ON A 5627.09 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S59°21'05"W, CHORD DISTANCE 421.63 FEET AN ARC DISTANCE OF 421.73 FEET;

THENCE CONTINUING SOUTHWESTERLY ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD COMPANY ON A 4659.46 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S71°22'20"W, CHORD DISTANCE 1847.08 FEET AN ARC DISTANCE OF 1855.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE N02°42'55"W 223.08 FEET ON THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING

CONTAINING 19.19 ACRES MORE OR LESS



DATE: DECEMBER 28, 2015

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, GARY L. PINK AND DEBORAH A. PINK, HUSBAND AND WIFE AND PINK INVESTMENTS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAN, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE MANAGED AS SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS GARY & DEBBIE PINK NO. 3, AND WE DO HEREBY REVIEW AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAN AND WE HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK DC 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 REMOVE POLES, WIRES, CROSSARMS, DOWN CABLES AND ANCHORS, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING THE FRONT AND SIDE BOUNDARY LOT LINES; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES, INCLUDING PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LODGE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE FORESAID USES OR RIGHTS HEREIN GRANTED.

GARY L. PINK  
DEBORAH A. PINK  
PINK INVESTMENTS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY  
BY: GARY L. PINK, PRESIDENT

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA )  
COUNTY OF SARPY )  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015  
BY GARY L. PINK AND DEBORAH A. PINK, HUSBAND AND WIFE.

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA )  
COUNTY OF SARPY )  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015  
BY GARY L. PINK, PRESIDENT OF PINK INVESTMENTS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

**SARPY COUNTY TREASURER'S CERTIFICATE**

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED BY THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAN AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

SARPY COUNTY TREASURER  
TREASURER'S SEAL

GARY & DEBBIE PINK NO. 3  
LOTS 1, 2, 3 AND 4



Thompson, drossen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
P-402.930.8880 F-402.330.5866  
td2co.com



Revision Dates

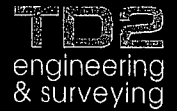
No.	Description	MM-DD-YY

Job No.: A1042-120A  
Drawn By: RJR  
Reviewed By: DHN  
Date: DECEMBER 28, 2015  
Book: PINK GRADING INC  
Pages: 1 THRU 7

CITY OF LA VISTA, NEBRASKA FINAL PLAT

SHEET 1 OF 1 EXHIBIT "A"

EXHIBIT "A"



Thompson, dressan & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Project Name  
**Gary and Debbie Pink No. 3**

Client Name  
**Pink Investments, LLC**

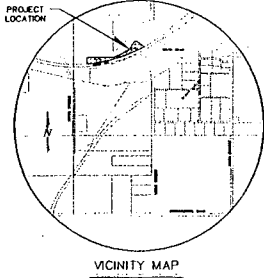
No.	Description	M/S	DD-YY
1	Existing Utilities Conditions		11/13
2			
3			
4			
5			
6			
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11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Drawn By: JJP Reviewed By: DAJ  
Job No.: 1342-120 Date: 1-4-18

Sheet Title  
**Sanitary Sewer Plan**

Sheet Number  
**Exhibit "B"**

*(Handwritten mark)*



## GARY & DEBBIE PINK NO. 3

LOTS 1 THROUGH 4, INCLUSIVE

BEING A REPLATTING OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH A PLATTING OF TAX LOT 14 LYING IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 19, T14N, R12E AND TAX LOT 8 LYING IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

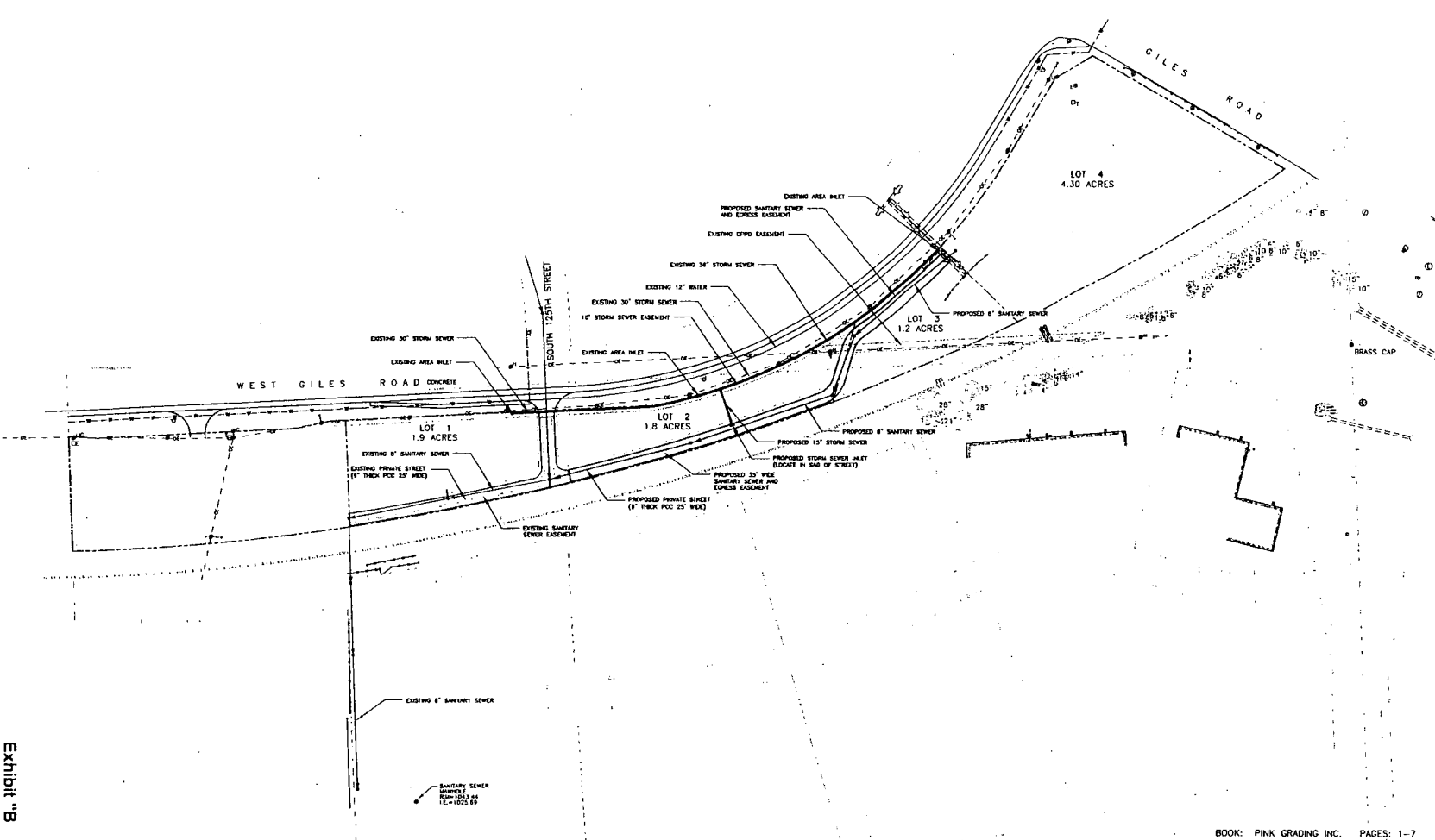
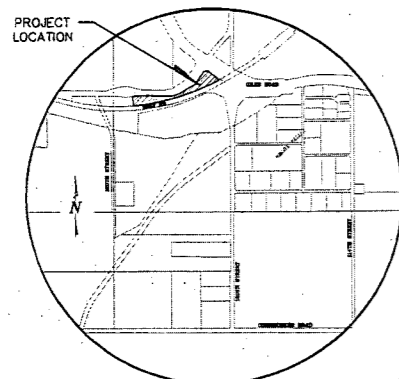


Exhibit "B"





# GARY & DEBBIE PINK NO. 3

LOTS 1 THROUGH 4, INCLUSIVE

BEING A REPLATTING OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH A PLATTING OF TAX LOT 14 LYING IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 19, T14N, R12E AND TAX LOT 8 LYING IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



## LEGAL DESCRIPTION

REPLAT OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH TAX LOT 14 SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA AND TAX LOT 8, SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

## BENCHMARK

DESCRIPTION: A BRASS CAP IN THE NORTHEAST WINGWALL OF THE 132ND STREET BRIDGE, SOUTH OF GILES ROAD, STAMPED S-20.

ELEVATION: 1051.01' (USGS DATUM)

## DEVELOPER:

PINK INVESTMENTS, LLC  
4920 S. 66TH PLAZA  
OMAHA, NEBRASKA 68117-1697  
PHONE: 402-592-1034

## ENGINEER / SURVEYOR

THOMPSON DREESSEN DORNER, INC.  
10836 OLD MILL ROAD  
OMAHA, NEBRASKA 68154  
PHONE: 402-330-8860

thompson, dreesen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 www.td2co.com

Project Name  
**Gary and Debbie  
Pink No. 3**

Client Name  
**Pink Investments,  
LLC**

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Address LaVeta Comments	1-21-16

Drawn By: JJP      Reviewed By: DAJ  
Job No.: 1042-120      Date: 1-4-16

Sheet Title  
**Subdivider  
Infrastructure  
Improvements**

Sheet Number

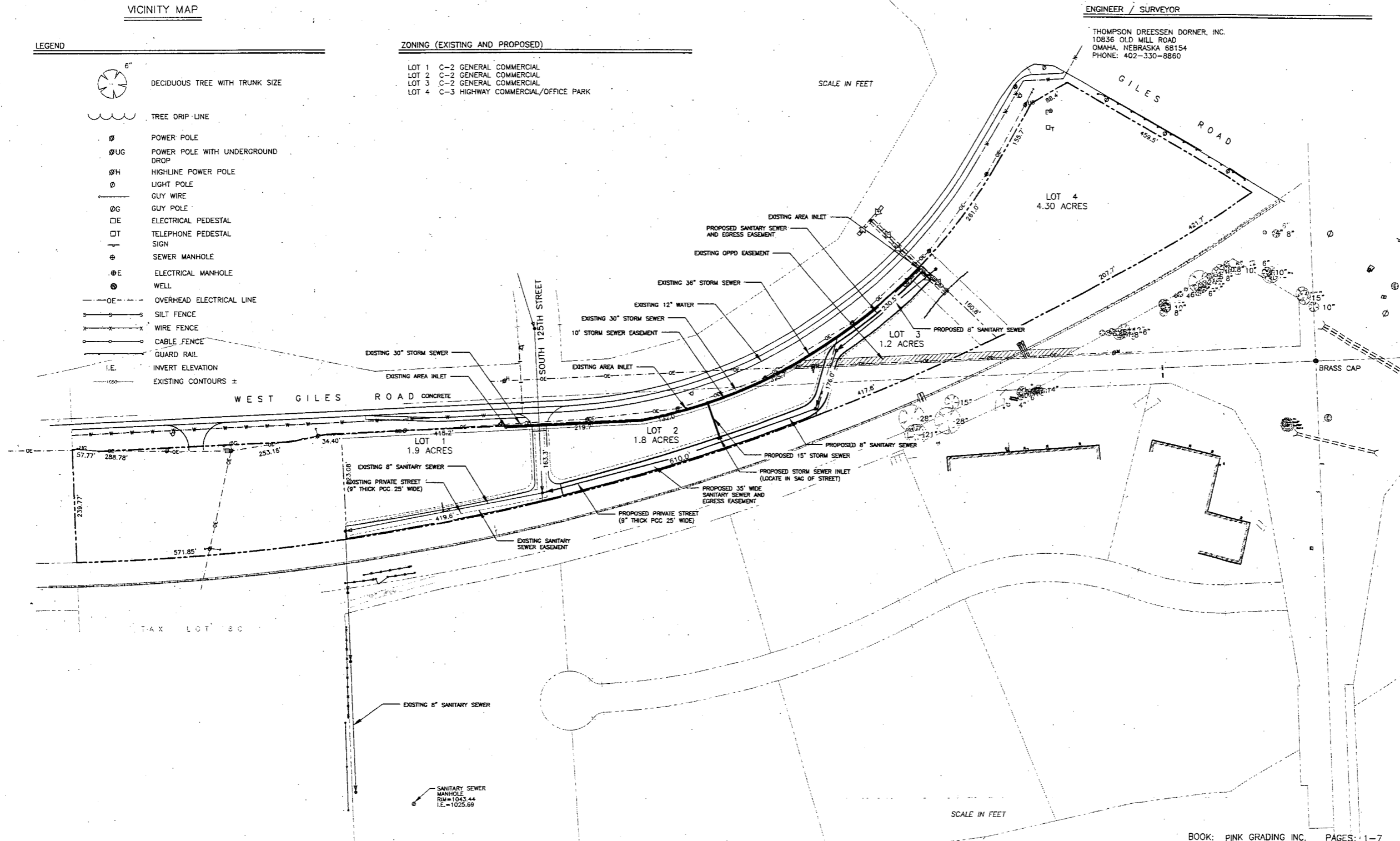
**Exhibit " E "**

## LEGEND

- DECIDUOUS TREE WITH TRUNK SIZE
- TREE DRIP LINE
- POWER POLE
- POWER POLE WITH UNDERGROUND DROP
- HIGHLINE POWER POLE
- LIGHT POLE
- GUY WIRE
- ELECTRICAL PEDESTAL
- TELEPHONE PEDESTAL SIGN
- SEWER MANHOLE
- ELECTRICAL MANHOLE
- WELL
- OVERHEAD ELECTRICAL LINE
- SILT FENCE
- WIRE FENCE
- CABLE FENCE
- GUARD RAIL
- INVERT ELEVATION
- EXISTING CONTOURS ±

## ZONING (EXISTING AND PROPOSED)

LOT 1	C-2 GENERAL COMMERCIAL
LOT 2	C-2 GENERAL COMMERCIAL
LOT 3	C-2 GENERAL COMMERCIAL
LOT 4	C-3 HIGHWAY COMMERCIAL/OFFICE PARK



2/9/2016 1:40 PM DEAR JAEGER P:\1042-120-Gary & Debbie Pink Plot\Drawings\1042120PREL.dwg

Y

After Recording Return to:  
Elizabeth Sevcik  
Croker, Huck, Kasher, DeWitt,  
Anderson & Gonderinger, L.L.C.  
2120 S 72 Street, Suite 1200  
Omaha, NE 68124-2356

**AMENDMENT TO GRANT OF COMMON DRIVE  
EASEMENT AND DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This Amendment of Common Drive Easement and Declaration of Covenants, Conditions, and Restrictions (herein "Amendment") is made effective this \_\_\_ day of \_\_\_\_\_, 2016, by GARY L. AND DEBORAH A. PINK, PINK INVESTMENTS, LLC, a Nebraska limited liability corporation, JEREMY L. FRITZ, JEFFREY F. FRITZ, and JULIE A. BAASCH (collectively the "Owners"), and GDP2 ASSOCIATION, a Nebraska non-profit corporation (herein "Association").

**RECITALS**

- A. Jeremy L. Fritz, Jeffrey F. Fritz and Julie A. Baasch are the owners of Lot 1, Gary & Debbie Pink No. 2, a subdivision in Sarpy County, Nebraska.
- B. Gary L. and Deborah A. Pink, and Pink Investments, LLC, are the owners of Lot 2, Gary and Debbie Pink No. 2 a subdivision, Tax Lot 14 in Section 19, Township 14, Range 12, and Tax Lot 8 in Section 18, Township 14, Range 12, each in Sarpy County, Nebraska, which have been replatted as Lots 1, 2, 3, and 4, Gary & Debbie Pink No. 3, a subdivision in Sarpy County, Nebraska.
- C. Pursuant to Section 3.5 of the Common Drive Easement and Declaration of Covenants, Conditions, and Restrictions recorded as Instrument No. 2010-37259 in

the Sarpy County Register of Deeds Office (the "Declaration"), Pink Investments, LLC has the right to grant an additional easement as stated therein.

D. Pink Investments, LLC desires to exercise its rights under Section 3.5 of the Declaration, and the Owners desire to amend certain typographical errors in the Declaration and make certain modifications to the Declaration as required by the City of La Vista.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Any capitalized term not defined herein shall have the meaning ascribed to it in the Declaration.

2. The Owners are all of the current record owners of the properties which are subject to the Declaration.

3. Pink Investments, LLC hereby grants an easement to the Owners and the Association pursuant to the Declaration and extends the East Drive as shown on Exhibit A attached hereto and incorporated herein by this reference. A description of the Extension is provided on Exhibit A. The Extension shall now be considered a part of the Common Drive Easement and the East Drive under the Declaration.

4. The City of La Vista has required an easement area of 35 feet for the East Drive and West Drive, the easement area for the East Drive and West Drive shall be increased to 35 feet as shown on Exhibit A, and the Declaration is modified accordingly to account for the same.

5. The City of La Vista has required that the Declaration address the shared private sanitary sewer both previously constructed and to be constructed within the Common Drive Easement as well as the shared private storm sewer both previously constructed and to be constructed. Accordingly, the Declaration is hereby amended to add the following provisions:

Section 1.22. "Shared Sanitary Sewer" shall mean the shared private sanitary sewer constructed within the Common Drive Easement.

Section 1.23. "Shared Storm Sewer" shall mean the shared private storm sewer running along the northern portions of Lots 1, 2, and 3, Gary & Debbie Pink No. 3, along with the additional storm sewer leg running North/South through Lot 2, Gary and Debbie

Pink No. 3 and creating an inlet for the roadway, as shown on Exhibit to Section 1.23 attached hereto and incorporated herein by this reference..

Section 3.1.e. Shared Sanitary Sewer. A nonexclusive easement for installation, use, repair, replacement and maintenance of the Shared Sanitary Sewer within the Common Drive Easement.

Section 3.1.f. Shared Storm Sewer. A nonexclusive easement for installation, use, repair, replacement and maintenance of the Shared Storm Sewer for the benefit of Lots 1, 2 and 3 of Gary & Debbie Pink No. 3, and the Common Drive Easement.

Section 3.6.a.v. Not later than November 30, 2016, Pinks shall install the portion of the Shared Sanitary Sewer Easement running along the East Drive, and the new leg of the Shared Storm Sewer Easement running across Lot 2, Gary & Debbie Pink No. 3 providing an inlet for the roadway and connecting to the existing portion of the Shared Storm Sewer. Pinks shall install the improvements contemplated in this subsection at Pinks' sole cost expense, provided however, after installation, Pinks shall not be responsible for the costs of repair, replacement and maintenance of the improvements except to the extent and only to the extent they are an Owner of a Lot and assessed the Lot's proportionate share of Common Expenses as such. After installation of the foregoing improvements, all costs of repair, replacement and maintenance of the Shared Sanitary Sewer shall be shared as a Common Expense among all Owners, and all costs of repair, replacement and maintenance of the Shared Storm Sewer shall be shared as a Common Expense of the Owners of Lots 1, 2, and 3, Gary & Debbie Pink No. 3, only.

Section 5.3.d. Notwithstanding anything contained herein to the contrary, the Common Expenses attributable to the Shared Storm Sewer shall be equally shared by Lots 1, 2, and 3, Gary & Debbie Pink No. 3, and those Lots only.

6. Section 5.1 is amended to include the Shared Sanitary Sewer and Shared Storm Sewer in its maintainence and operation responsibilities.

7. Section 5.3 shall be amended to include apportionment of Common Expenses related to the Shared Sanitary Sewer in the same manner as those related to the corresponding sections of the road known as the Giles Road Connection, the East Drive and the West Drive.

8. Any other rights, obligations or remedies set forth in the Declaration with respect to the roadway and/or the Common Easement Drive, which are necessary and/or beneficial to the

installation, repair, replacement or maintenance of the Shared Sanitary Sewer and/or Shared Storm Sewer and which are not otherwise specifically addressed in this Amendment, shall apply equally to the Shared Sanitary Sewer, including but not limited to the easements granted to the Association in Section 3.2 and 3.3, and the rights, obligations and remedies in Section 5.4 and 6.

9. Section 3.1.b. is hereby amended and replaced as follows:

b. Parking. No on-street parking of any nature will be permitted on the Giles Road Connection, the West Drive, or the East Drive, which comprise the shared private roadway.

10. The parties make the following typographical corrections:

a. The reference in Section 1.6 to "Section 5.2(a)" is corrected to refer to Section 5.2

b. The references to "Section 3.5(a)" in Section 3.6, Section 5.1, and Section 7 are corrected to refer to "Section 3.6(a)."

c. The references to "Section 3.5(c)" in Section 4.1 are corrected to refer to "Section 3.6(c)."

d. The partial sentence "If a Lot" at the end of the first paragraph of Section 5.3 is hereby deleted.

11. Pinks do hereby grant, convey, and quitclaim an easement for a storm sewer over and across Lots 1, 2, and 3, Gary & Debbie Pink No. 3 as shown on Exhibit B for the benefit Lots 1, 2 and 3 of Gary & Debbie Pink No. 3, the Common Drive Easement, and the Association.

12. Except as provided herein, the Declaration shall remain in full force and effect without modification.

\_\_\_\_\_  
Gary L. Pink

Pink Investments, LLC

By: \_\_\_\_\_  
Gary L. Pink, Manager

\_\_\_\_\_  
Deborah A. Pink

GDP2 Association

By: \_\_\_\_\_  
Gary L. Pink, President

\_\_\_\_\_  
Jeffrey F. Fritz

\_\_\_\_\_  
Julie A. Baasch

\_\_\_\_\_  
Jeremy L. Fritz

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by Gary L. Pink, Manager of Pink Investments, LLC, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by Gary L. Pink, President of GDP2 Association, on behalf of said association.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by Gary L. Pink.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by Deborah Pink.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by Jeffrey F. Fritz.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by Julie A. Baasch.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2016, by Jeremy L. Fritz.

\_\_\_\_\_  
Notary Public

Ae

# GARY & DEBBIE PINK NO. 3

LOTS 1, 2, 3 AND 4

BEING A REPLATTING OF LOT 2, GARY & DEBBIE PINK NO. 2, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND A PLATTING OF TAX LOT 14 IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY AND A PLATTING OF TAX LOT 8 IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY

**NOTES:**

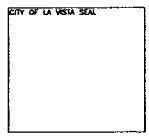
- DIMENSIONS AND ANGLES IN PARENTHESES PERTAIN TO EASEMENTS.
- ANGLES SHOWN ADJACENT TO CURVES ARE MEASURED TO THE CHORD LINE.
- THERE SHALL BE NO DIRECT VEHICULAR ACCESS ONTO GILES ROAD OR WEST GILES ROAD EXCEPT AT THE CENTERLINE OF DRIVE LOCATION SHOWN HEREON.

APPROVAL BY THE LA VISTA PLANNING COMMISSION  
THIS PLAT OF GARY & DEBBIE PINK NO. 3 WAS APPROVED BY THE CITY OF LA VISTA PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

APPROVAL BY THE LA VISTA CITY COUNCIL  
THIS PLAT OF GARY & DEBBIE PINK NO. 3 WAS APPROVED BY THE CITY OF LA VISTA CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

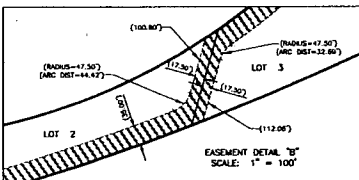
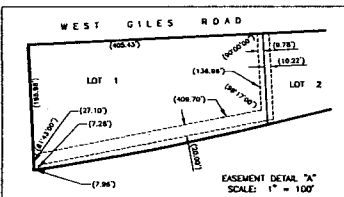
REVIEW BY SARPY COUNTY PUBLICWORKS  
THIS PLAT OF GARY & DEBBIE PINK NO. 3 WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

CHAIRMAN OF THE PLANNING COMMISSION      DOUGLAS KINKO, MAYOR      PAULINA A. BUENE, CITY CLERK



SARPY COUNTY SURVEYOR/ENGINEER

- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT RECORDED IN MISC. BOOK 47 AT PAGE 700 OF THE SARPY COUNTY RECORDS.
- 20.00 FOOT WIDE SANITARY SEWER EASEMENT GRANTED TO SANITARY AND IMPROVEMENT DISTRICT NO. 253 OF SARPY COUNTY, NEBRASKA AND THE CITY OF LA VISTA, NEBRASKA RECORDED AS INSTRUMENT NO. 2005-29577 OF THE SARPY COUNTY RECORDS.
- 70.00 FOOT WIDE DRAINAGE EASEMENT TO BE GRANTED BY SEPARATE DOCUMENT.
- COMMON DRIVE EASEMENT TO BE GRANTED BY SEPARATE DOCUMENT.
- 10 FOOT WIDE DRAINAGE EASEMENT TO BE GRANTED BY SEPARATE DOCUMENT.



DECEMBER 28, 2015  
DATE:



**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS, THAT WE, GARY L. PINK AND DEBORAH A. PINK, HUSBAND AND WIFE AND PINK INVESTMENTS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND SUBSCRIBED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS GARY & DEBBIE PINK NO. 3, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK (C&I) 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 ERRECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN CUTS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING THE FRONT AND SIDE BOUNDARY LOT LINES, AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES, AND ANY PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR CARROTS, SHRUBS, LANDSCAPING, SOILWALDS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREOF GRANTED.

GARY L. PINK  
DEBORAH A. PINK  
BY: GARY L. PINK, PRESIDENT

**ACKNOWLEDGEMENT OF NOTARY**  
STATE OF NEBRASKA )  
COUNTY OF SARPY )  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018 BY GARY L. PINK AND DEBORAH A. PINK, HUSBAND AND WIFE.

**ACKNOWLEDGEMENT OF NOTARY**  
STATE OF NEBRASKA )  
COUNTY OF SARPY )  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018 BY GARY L. PINK, PRESIDENT OF PINK INVESTMENTS, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

**SARPY 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 WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.

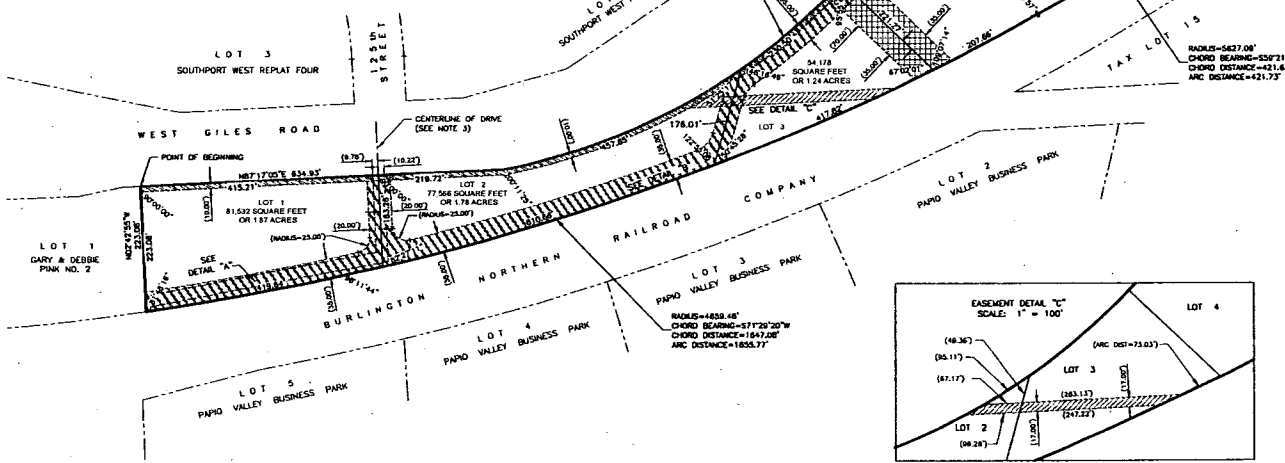
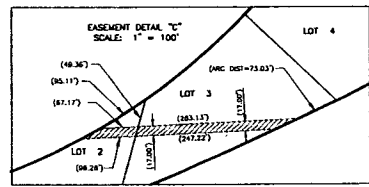


Exhibit A



thompson, dreesen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p 402.330.8860 f 402.330.5866  
td2co.com

GARY & DEBBIE PINK NO. 3  
LOTS 1, 2, 3 AND 4



Revision Dates

No.	Description	MM-DD-YY

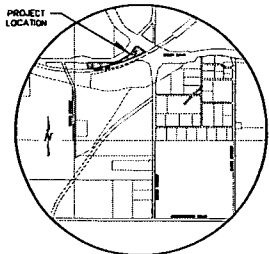
Job No: A1042-120A  
Drawn By: RJR  
Reviewed By: DHN  
Date: DECEMBER 28, 2015  
Book: PINK GRADING INC  
Pages: 1 THRU 7

CITY OF LA VISTA,  
NEBRASKA  
FINAL PLAT

SHEET 1 OF 1



AF



VICINITY MAP

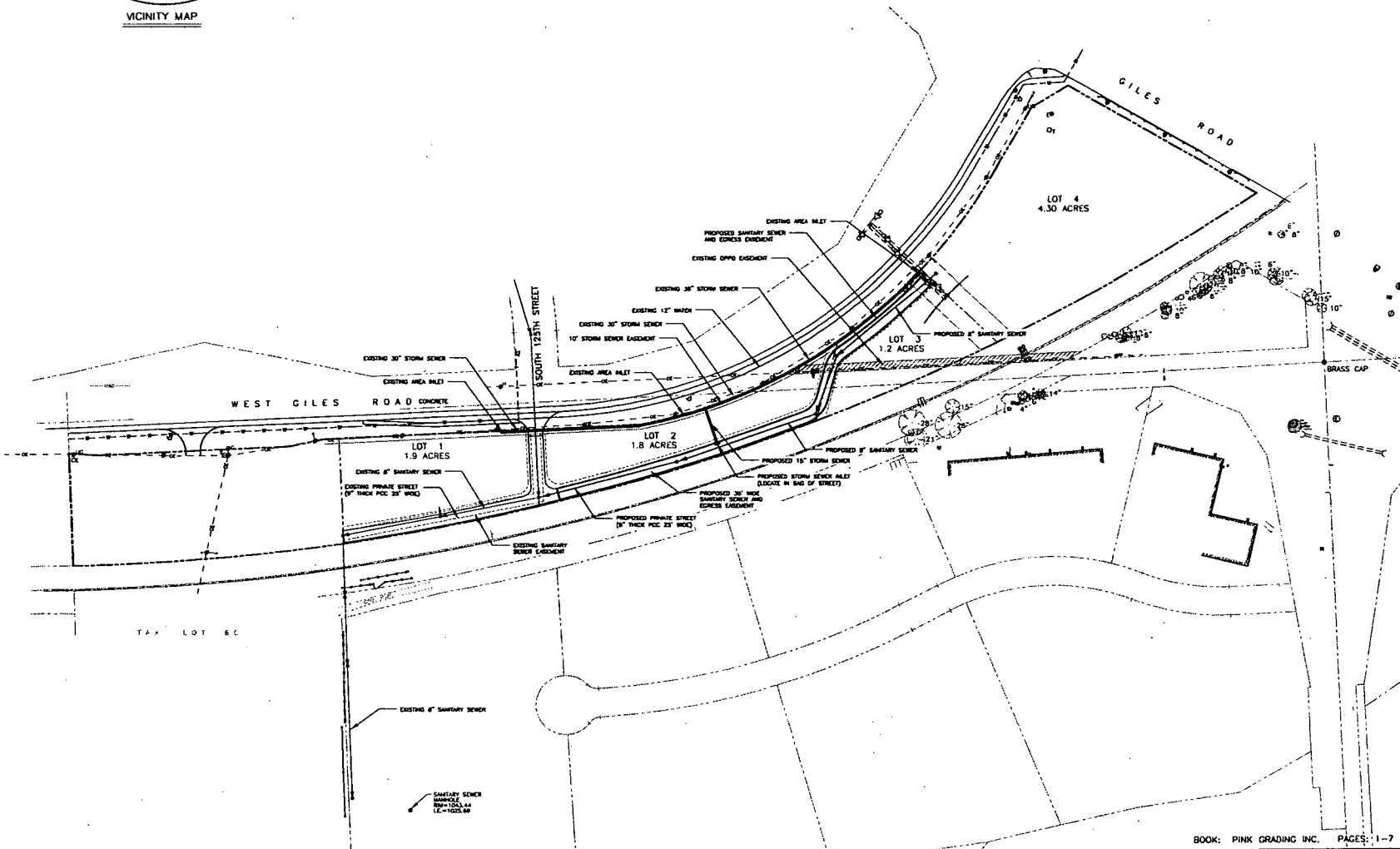
# GARY & DEBBIE PINK NO. 3

LOTS 1 THROUGH 4, INCLUSIVE

BEING A REPLATTING OF LOT 2, GARY AND DEBBIE PINK NO. 2 TOGETHER WITH A PLATTING OF TAX LOT 14 LYING IN THE NORTH 1/2 OF THE NE 1/4 OF SECTION 10, T14N, R15E AND TAX LOT 8 LYING IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 10, T14N, R15E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



EXHIBIT B



thompson, dresen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p 402.330.8860 www.td2co.com

Client Name  
**Gary and Debbie Pink No. 3**

Client Name  
**Pink Investments, LLC**

Professional Seal

Revision Table

No.	Description	MM DD YY
1	Address Update Comments	1-2-18
2		
3		
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20		

Drawn By: JJP Reviewed By: DAJ  
Job No.: 1042-120 Date: 1-4-18

Sheet Title  
**Private Improvements**

Sheet Number

**Exhibit "D"**

Name of Addition Gary & Debbie Pink No. 3 Lots 1 thru 4 SID # \_\_\_\_\_  
 TD2 No.: 1042-112

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

	Proposed Improvements		General Obligation	Special	Financing**		
	Quantity	Construction Cost			Total* Cost	Reimbursable	Private
Storm Sewer		\$5,000	\$5,800	\$0	\$0	\$0	\$5,800
Sanitary Sewer							
Interceptor fees		\$0	\$0	\$0	\$0	\$0	\$0
Interceptor		\$0	\$0	\$0	\$0	\$0	\$0
Outfall		\$0	\$0	\$0	\$0	\$0	\$0
Interior		\$36,000	\$41,400	\$0	\$0	\$0	\$41,400
Paving							
Minor		\$82,800	\$95,200	\$0	\$0	\$0	\$95,200
Collect.		\$0	\$0	\$0	\$0	\$0	\$0
Major		\$0	\$0	\$0	\$0	\$0	\$0
Traffic Signal		\$0	\$0	\$0	\$0	\$0	\$0
Sidewalks		\$0	\$0	\$0	\$0	\$0	\$0
Parks							
Acquisition		\$0	\$0	\$0	\$0	\$0	\$0
Contribution		\$0	\$0	\$0	\$0	\$0	\$0
Improvements		\$0	\$0	\$0	\$0	\$0	\$0
144th Trail		\$0	\$0	\$0	\$0	\$0	\$0
Water							
Capital Facilities		\$0	\$0	\$0	\$0	\$0	\$0
Interior		\$0	\$0	\$0	\$0	\$0	\$0
Off-Site		\$0	\$0	\$0	\$0	\$0	\$0
Gas							
Interior							
Off-Site							
Electricity***							
Interior		\$0	\$0	\$0	\$0	\$0	\$0
Off-Site		\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>		<b>\$123,800.00</b>	<b>\$142,400.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$142,400.00</b>

\* Total cost includes the addition of legal, engineering, fiscal fees, and interest.

\*\* Attach a statement of assumptions as basis for preliminary projections.

\*\*\* Indicate any need to relocate on- or off-site lines.

Date 1/20/2016

EXHIBIT G

2016-13499

AG