

Community Development Agency following the 6 p.m. City Council meeting  
Tuesday, September 3, 2024 6:00 PM  
Columbus Community Building/Community Room  
2500 14 Street  
Columbus, NE 68601

The Mayor and City Council reserve the right to go into closed session as per Section 84-1410 of the Nebraska Revised Statutes. A current agenda is on file at City Hall, 2500 14 Street, Columbus, Nebraska. For more information, call 402-562-4224 or visit our website at [www.columbusne.us](http://www.columbusne.us).

{{Name: Agenda Item Name}}

**1. Statement of compliance with Open Meetings Act and roll call.**

## **84-1407. Act, how cited.**

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**Source:** Laws 2004, LB 821, § 34.

## **84-1408. Declaration of intent; meetings open to public.**

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**Source:** Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

## **Annotations**

- Nebraska's public meetings laws do not apply to school board deliberations pertaining solely to disputed adjudicative facts. *McQuinn v. Douglas Cty. Sch. Dist. No. 66*, 259 Neb. 720, 612 N.W.2d 198 (2000).
- The primary purpose of the public meetings law is to ensure that public policy is formulated at open meetings. *Marks v. Judicial Nominating Comm.*, 236 Neb. 429, 461 N.W.2d 551 (1990).
- The public meetings law is broadly interpreted and liberally construed to obtain the objective of openness in favor of the public, and provisions permitting closed sessions must be narrowly and strictly construed. *Grein v. Board of Education of Fremont*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- A county board of equalization is a public body whose meetings shall be open to the public. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

## **84-1409. Terms, defined.**

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

**Source:** Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2; Laws 2021, LB83, § 11; Laws 2022, LB922, § 12.

## Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature

has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).

- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close

passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**Source:** Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

## Annotations

- There is no absolute discovery privilege for communications that occur during a closed session. *State ex rel. Upper Republican NRD v. District Judges*, 273 Neb. 148, 728 N.W.2d 275 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- The public interest mentioned in this section is that shared by citizens in general and by the community at large concerning pecuniary or legal rights and liabilities. *Grein v. Board of Education*, 216 Neb. 158, 343 N.W.2d 718 (1984).
- Hearing in closed executive session was contrary to this section since there was no showing of necessity or reason under subdivision (1)(a), (b), or (c), but did not result in reversal of board decision. *Simonds v. Board of Examiners*, 213 Neb. 259, 329 N.W.2d 92

(1983).

- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body; applicability of section.**

(1) Until January 1, 2025:

(a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours.

Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public

body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be

provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

(4) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(5) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(6) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (5) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(7) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at

the meeting and record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

(10) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

**Source:** Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.

**Note:** The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments.

**Note:** Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024.

## Cross References

- **Emergency Management Act**, see section 81-829.36.
- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.
- **Municipal Cooperative Financing Act**, see section 18-2401.
- **Opioid Prevention and Treatment Act**, see section 71-2485.

## Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on

the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).

- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

#### **84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Source:** Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13; Laws 2024, LB43, § 21.

**Operative Date: July 19, 2024**

## Annotations

- To preserve an objection that a public body failed to make documents available at a public meeting as required by subsection (8) of this section, a person who attends a public meeting must not only object to the violation, but must make that objection to the public body or to a member of the public body. *Stoetzel & Sons v. City of Hastings*, 265 Neb. 637, 658 N.W.2d 636 (2003).

### **84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

**Source:** Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1; Laws 2021, LB83, § 14; Laws 2022, LB742, § 2.

## Annotations

- Under prior law, if a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before

taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).

- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**Source:** Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.

## Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).
- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

**2. Resolution No. R24-97 approving amendment to redevelopment contract with Vitality Apartments LLC.**

DRAFT

**RESOLUTION NO. R24-97**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT AMENDMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY VITALITY APARTMENTS, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE 8TH STREET RESIDENTIAL SUBDIVISION REDEVELOPMENT PROJECT".

WHEREAS, the Mayor and City Council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled, "Redevelopment Plan for the 8th Street Residential Subdivision Redevelopment Project" (the "Plan"); and

WHEREAS, in accordance therewith, the mayor and council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), approved, adopted and entered into that certain redevelopment contract with Vitality Apartments, LLC, as redeveloper, with respect to a redevelopment project specified in the Plan (the "Redevelopment Contract"); and

WHEREAS, the Agency and redeveloper wish to make certain changes and amendments to the Redevelopment Contract; and

WHEREAS, in accordance therewith, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of amendment to the Redevelopment Contract (the "Redevelopment Contract Amendment").

NOW, THEREFORE, BE IT RESOLVED, by the mayor and council of the City, as the governing body of the Agency, that the Redevelopment Contract Amendment by and between Vitality Apartments, LLC, as redeveloper, and the Agency, in the form presented, is hereby acknowledged and approved. The Agency Chairperson (Mayor) and Secretary (City Clerk) are hereby authorized to execute said Redevelopment Contract Amendment in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Mayor of the Redevelopment Contract Amendment, or any such documents, instruments, agreements or certifications relating to such matters contained in the Redevelopment Contract Amendment, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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CHAIRPERSON (MAYOR)

ATTEST:

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SECRETARY (CITY CLERK)

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael Saville".

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SPECIAL CITY ATTORNEY

**EXHIBIT "A"**  
**Redevelopment Contract Amendment**

(See attached)

6473323.1

**FIRST AMENDMENT TO  
REDEVELOPMENT CONTRACT**

**(The 8th Street Residential Subdivision Redevelopment Project – Multifamily  
Phase)**

This First Amendment to Redevelopment Contract (The 8th Street Residential Subdivision Redevelopment Project – Multifamily Phase) (“Amendment”) is made and entered into as of the 3rd day of September, 2024, by and between the Community Development Agency of the City of Columbus, Nebraska (“Agency”) and Vitality Apartments, LLC, a Nebraska limited liability company (“Redeveloper”). The Agency and/or Redeveloper may be referred to hereinafter as the “Party” or collectively as the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into that certain Redevelopment Contract (The 8th Street Residential Subdivision Redevelopment Project – Multifamily Phase), dated August 5, 2024, adopted and approved by the Agency via Resolution No. R24-91 (“Redevelopment Contract”); and

WHEREAS, the Parties desire to make certain changes and amendments to the Redevelopment Contract, as set forth in this Amendment.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby amend the Redevelopment Contract as follows:

1. The third paragraph of Section 3 of the Redevelopment Contract is hereby amended and restated, in its entirety, as follows:

“The Bonds shall constitute a limited obligation of the Agency payable exclusively from the TIF Revenues generated from the Redevelopment Project pursuant to Section 18-2147 of the Act and collected for a period not to exceed fifteen (15) tax years from the Effective Date of each Phase. Prior to receipt of any TIF Revenues, the Agency shall create a special fund established solely to make payments on the Bonds. Upon receipt of the TIF Revenues, the Agency shall first deposit the TIF Revenues into the special fund, and shall disburse said funds to the holders of the Bonds (but only from available TIF Revenues), at the times provided in the Bonds, in accordance with the following priority:

(a) The first \$364,144, of annual TIF Revenues derived and collected from the Redevelopment Project on the entire Redevelopment Area shall be disbursed and allocated towards debt service on the Redeveloper Bond.

(b) All other annual TIF Revenues, in excess of those under subsection (a), above, derived and collected from the Redevelopment Project on the entire Redevelopment Area shall be disbursed and allocated towards debt service on the City Bond.

(c) Following the full payment of all principal and interest on either the Redeveloper Bond or City Bond, one hundred percent (100%) of the TIF Revenues derived from the Redevelopment Project on the entire Redevelopment Area shall be disbursed and allocated towards debt service on the portion of the Bonds that remains outstanding, until full payment or final maturity thereof, whichever occurs first.”

2. The Agency and Redeveloper hereby reconfirm all other terms and conditions of the Redevelopment Contract, except as expressly modified by the terms of this Amendment.

IN WITNESS WHEREOF, the Agency and Redeveloper have caused this Amendment to be executed by their duly authorized representatives.

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF COLUMBUS, NEBRASKA

ATTEST:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Secretary (City Clerk) Chairperson (Mayor)

VITALITY APARTMENTS, LLC, a Nebraska  
limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. Resolution No. R24-98 approving purchase agreement with Vitality Apartments LLC.**

DRAFT

**RESOLUTION NO. R24-98**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOT PURCHASE AGREEMENT IN RELATION TO A REDEVELOPMENT PROJECT UNDERTAKEN BY VITALITY APARTMENTS, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE 8TH STREET RESIDENTIAL SUBDIVISION REDEVELOPMENT PROJECT".

WHEREAS, the mayor and council of the City of Columbus, Nebraska (the "City"), previously approved a redevelopment plan entitled, "Redevelopment Plan for the 8th Street Residential Subdivision Redevelopment Project" (the "Plan"); and

WHEREAS, in accordance therewith, the mayor and council of the City, as the governing body of the Community Development Agency of the City (the "Agency"), approved, adopted and entered into that certain redevelopment contract with Vitality Apartments, LLC, as redeveloper, with respect to a redevelopment project specified in the Plan (inclusive of any amendments thereto, the "Redevelopment Contract"); and

WHEREAS, pursuant to the Plan and Redevelopment Contract, the Agency wishes to enter into a purchase and sale agreement with Vitality Apartments, LLC, for the land comprising the redevelopment project under the Redevelopment Contract; and

WHEREAS, in accordance therewith, the Agency has for its consideration, attached hereto and incorporated herein as Exhibit "A", a proposed form of such agreement (the "Lot Purchase Agreement").

NOW, THEREFORE, BE IT RESOLVED, by the mayor and council of the City, as the governing body of the Agency, that the Lot Purchase Agreement by and between Vitality Apartments, LLC, and the Agency, in the form presented, is hereby acknowledged and approved. The Agency Chairperson (Mayor) and Secretary (City Clerk) are hereby authorized to execute said Lot Purchase Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The execution and delivery by the Mayor of the Lot Purchase Agreement, or any such documents, instruments, agreements or certifications relating to such matters contained in the Lot Purchase Agreement, shall conclusively establish their authority with respect thereto and the authorization and approval thereof.

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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CHAIRPERSON (MAYOR)

ATTEST:

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SECRETARY (CITY CLERK)

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael Sandoz".

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SPECIAL CITY ATTORNEY

**EXHIBIT "A"**  
**Lot Purchase Agreement**

(See attached)

6473343.1

**LOT PURCHASE AGREEMENT**  
(Vitality Village Subdivision)

THIS LOT PURCHASE AGREEMENT (this "**Agreement**") is made and entered into effective as of this 3rd day of September, 2024 (the "**Effective Date**"), by and between the **Community Development Agency of the City of Columbus, Nebraska** ("**Seller**"), and **Vitality Apartments, LLC**, a Nebraska limited liability company ("**Buyer**"). Seller and Buyer are each a "**Party**" and collectively the "**Parties**" hereto.

RECITALS

A. Seller is the owner of a certain tract or tracts of real estate located in the City of Columbus, Platte County, Nebraska, generally depicted on the plat attached hereto and incorporated herein as **Exhibit A** (the "**Plat**"), with such tracts comprising a subdivision commonly known as Vitality Village Subdivision (the "**Subdivision**")

B. Seller wishes to sell and Buyer wishes to purchase certain lot(s) within the Subdivision, as depicted and described on **Exhibit B**, attached hereto and incorporated herein (the "**Property**"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Property.** Subject to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the Property, together with all improvements and fixtures thereon, and all privileges, easements and appurtenances pertaining thereto including all right, title and interest in, adjacent streets, alleys, or rights-of-way.

2. **Purchase Price and Allocation.** Buyer shall pay to Seller for the purchase of the Property the sum of Three Hundred Forty-Seven Thousand Four Hundred-Eighty & 00/100 Dollars (\$347,480.00) (the "**Purchase Price**"). The Purchase Price shall be paid to Escrow Agent (defined below), for the benefit of Seller, by cash, certified or cashier's check or by wire transfer, as follows:

(a) Within five (5) business days following the Effective Date of this Agreement, the sum of Seventeen Thousand Three Hundred Seventy-Four & 00/100 Dollars (\$17,374.00) (the "**Earnest Deposit**");

(b) At the closing of the purchase contemplated by this Agreement (the "**Closing**"), the balance of the Purchase Price, after credit of the Earnest Deposit and such other prorations, adjustments, and costs, as described in this Agreement; and

(c) The Earnest Deposit shall be held by Escrow Agent in an interest-bearing account until Closing. At Closing, Escrow Agent shall apply the Earnest Deposit and all interest

earned thereon to the Purchase Price. If Closing does not occur, interest shall be paid to the Party entitled to receive the Earnest Deposit according to the terms of this Agreement.

For purposes of this Agreement, the Parties designate 10 County Title, with an address of 1371 26th Ave, Columbus, NE 68601, as the title company and escrow agent for this transaction (collectively, the "Escrow Agent").

3. **Closing Contingencies and Contingency and Diligence Period.** The Parties acknowledge and agree that Seller is developing the Subdivision's infrastructure to create buildable lots to convey to builders such as Buyer. In accordance therewith, the purchase and sale of the Property is contingent upon completion of the following (each, a "Closing Contingency", and collectively, the "Closing Contingencies"):

(a) Seller filing certain covenants, conditions, restrictions, and easements upon the Subdivision, or portion thereof, in substantially the form attached hereto and incorporated herein as **Exhibit C** (the "CCREs");

(b) Seller filing certain affordability covenants and restrictions upon the Subdivision, or portion thereof, in form and substance mutually agreed upon by the Parties prior to expiration of the Contingency and Diligence Period (defined below) (the "Affordability Covenants"); and

(c) Seller constructing the infrastructure and other public improvements within the Subdivision's public rights-of-way (the "Infrastructure"), as shown in the plans attached hereto and incorporated herein as **Exhibit D** (the "Infrastructure Plans"), as may be revised by Seller in its reasonable discretion without the consent of Buyer and without amendment to this Agreement; provided that such revisions do not result in material and adverse conditions or effects within the boundaries of the Property; and

(d) Buyer's submission to Seller within thirty (30) days of the Effective Date, and Seller's approval, as "Declarant" under the CCREs, of Buyer's plans and specifications for Buyer's proposed improvements on the Property, in accordance with the terms of the CCREs (the "Improvement Plans").

The period between the Effective Date and completion of the Closing Contingencies is referred to herein as the "Contingency and Diligence Period". Notwithstanding the foregoing, if all Closing Contingencies are satisfied within forty (40) days of the Effective Date, the Contingency and Diligence Period shall be extended until the fortieth (40th) day after the Effective Date. The recorded CCREs and Affordability Covenants, in substantially the form attached hereto and/or mutually agreed upon, as applicable, shall constitute Permitted Exceptions (defined below), and Buyer shall not be permitted to object the same as part of its title review under Section 8, below. Upon satisfaction of the above Closing Contingencies, Seller shall provide Buyer with notice of the same, which shall trigger expiration of the Contingency and Diligence Period, subject to any extension provided above or under Section 8(d), below. Anything in this Agreement to the contrary notwithstanding, the foregoing Closing Contingencies shall not in any way be construed as creating any obligation on the part of Seller to exercise any such rights, perform any of the

activities, or construct any improvements referred to above. Furthermore, Seller makes no warranties or representations that the plans presently envisioned for the development of the Subdivision can or will be carried out, or that the improvements undertaken by Seller will be committed to or developed for any particular use with respect to the Property; and Seller shall have no liability in relation to the same. If Seller, in its exclusive discretion, wishes to abandon its activities in relation to the Closing Contingencies prior to satisfaction of the same, it may do so and terminate this Agreement via written notice to Buyer, in which case the Earnest Deposit shall be returned to Buyer, and the Parties shall have no further rights, interests, or obligations hereunder, except those which explicitly survive termination of this Agreement. Buyer's acceptance of the Property at Closing shall conclusively be deemed as Buyer's unconditional acceptance and approval of the Infrastructure for Buyer's intended purpose; and in accordance therewith, upon Closing, Buyer agrees to hold harmless Seller from and against any claims, liabilities, and damages arising from or related to the Infrastructure.

With respect to the Closing Contingency under subsection (b), above, if the Parties are unable to mutually agree upon the form and substance of the Affordability Covenants within thirty (30) days of the Effective Date of this Agreement, then Seller may terminate this Agreement via written notice to Buyer within ten (10) days thereof, in which case the Earnest Deposit shall be returned to Buyer and the Parties shall have no further rights, interests, or obligations hereunder, except those which explicitly survive termination of this Agreement. If Seller fails to terminate this Agreement within the aforementioned 10-day period, such failure shall be deemed as a waiver by Seller of such Closing Contingency.

4. **Closing.** The Closing shall take place at the office of Escrow Agent, or such other place as mutually agreed upon by the Parties, five (5) days after the expiration of the Contingency and Diligence Period (the "**Closing Date**"), or sooner, in the event the Parties mutually agree. Notwithstanding anything herein to the Contrary, the Parties may, at any time via mutual written agreement, agree to terminate the Contingency and Diligence Period early and proceed to Closing.

(a) At the Closing, Seller shall:

(i) Deliver to Escrow Agent a duly executed and acknowledged special warranty deed ("**Deed**"), conveying marketable title in fee simple to the Property, free and clear of all liens and encumbrances, but subject to Permitted Exceptions;

(ii) Deliver to Escrow Agent a non-foreign person affidavit; and

(iii) Deliver to Escrow Agent all other Seller documents reasonably necessary to close this transaction in accordance with its terms and conditions and such other documents as are reasonably required by the Escrow Agent to be furnished by Seller, in form and content acceptable to Seller.

(b) At the Closing, Buyer shall:

(i) Pay the Purchase Price after crediting Closing adjustments, as may be provided for herein; and

(ii) Deliver to Escrow Agent all other Buyer documents reasonably necessary to close this transaction in accordance with its terms and conditions and such other documents as are reasonably required by the Escrow Agent to be furnished by Buyer, in form and content acceptable to Escrow Agent and Seller.

5. **Brokers' Fees.** Seller and Buyer each represent and warrant to one another that it has not engaged a real estate broker, and no broker fees or commissions are payable with respect to the transaction contemplated under this Agreement. Each Party hereby indemnifies and agrees to hold the other harmless from and against any liability for broker fees or commissions resulting from the transaction contemplated under this Agreement and arising by, through or under the indemnifying Party. The indemnities in this Section shall survive the Closing.

6. **Possession.** Seller shall deliver possession of the Property to Buyer upon the conclusion of the Closing.

7. **Expenses; Prorations.**

(a) **Seller's Expenses.** Seller shall pay all costs of preparation of the Deed, all of Seller's attorneys' fees, and all other expenses stipulated to be paid by Seller under other provisions of this Agreement;

(b) **Buyer's Expenses.** Buyer shall pay all documentary stamp taxes, the full cost of the owner's policy for title insurance (the "**Title Insurance Policy**"), all costs of any endorsements to the Title Insurance Policy, all costs of any escrow or Closing fees, all costs of recording the Deed, all costs of surveying, feasibility inspections, or environmental assessments, all of Buyer's attorneys' fees, and all other expenses stipulated to be paid by Buyer under other provisions of this Agreement;

(c) **Real Estate Taxes and Special Assessments.** General real estate taxes that become delinquent in the year Closing occurs shall be treated as current taxes and shall be prorated as of the Closing Date. Seller shall pay or cause to be paid all special assessments against the Property for public improvements levied prior to the Closing Date. Buyer assumes the obligation to pay all special assessments against the Property for public improvements levied on or after the Closing Date

8. **Due Diligence and Conditions to Buyer's Obligation to Close.** Buyer's obligation to purchase the Property is subject to Buyer's reasonable satisfaction or waiver of the following conditions prior to expiration of the Contingency and Diligence Period:

(a) **Survey.** During the Contingency and Diligence Period, Buyer may cause an ALTA/NSPS land title survey of the Property (the "**Survey**") to be prepared by a registered surveyor, at Buyer's cost.

(b) Title. Buyer shall order from Escrow Agent, within ten (10) days after the Effective Date, a commitment for the Title Insurance Policy to Buyer in the amount of the Purchase Price (the "**Title Commitment**"). In the event the Title Commitment or Survey shows any defect(s) not reasonably acceptable to Buyer, Buyer shall have until the twenty-fifth (25th) day after the Effective Date to object to such defect(s) in writing to Seller (the "**Title and Survey Objections**"). If Buyer makes such Title and Survey Objections in a timely manner, Seller, in Seller's sole discretion, may elect to cure such Title and Survey Objections or do nothing. If Seller fails to respond within ten (10) days of Seller's receipt of the Title and Survey Objections, then Seller shall be deemed to have elected not to cure such Title and Survey Objections. Based on Seller's response, or deemed response to the Title and Survey Objections, Buyer may elect within five (5) days thereafter to either: (i) waive such Title and Survey Objections and proceed to Closing; (ii) extend the time for Closing to allow Seller to cure such Title and Survey Objections; or (iii) terminate this Agreement by written notice to Seller and Escrow Agent, and the Earnest Deposit shall be refunded to Buyer. In addition to the CCREs and Affordability Covenants, any matters in the Title Commitment and Survey, except those that Seller agreed in writing to cure, shall be deemed "**Permitted Exceptions**" for purposes of this Agreement. Buyer's failure to terminate this Agreement as provided in this Section shall be deemed an election by Buyer to waive such Title and Survey Objections and proceed to Closing.

(c) Feasibility. Buyer shall have until the expiration of the Contingency and Diligence Period to conduct, at Buyer's cost, any and all environmental, physical, engineering, zoning and feasibility studies, and tests (collectively, "**Inspections**") with respect to the Property, to determine whether or not the condition of the Property is reasonably acceptable to Buyer. With twenty-four (24) hours' prior notice to Seller in each instance, Buyer and its representatives may enter onto the Property at reasonable times to make such Inspections. All Inspections shall be at the sole expense and risk of Buyer and shall not interfere with Seller's, or its tenants', if any, use and operation on the Property. Buyer shall indemnify Seller and hold Seller harmless from and against any and all costs, claims or expenses arising out of the failure of Buyer and its representatives to promptly pay for the costs and expenses of the Inspections, or any injury or damage to persons or property during or as a result of the Inspections. Buyer shall promptly repair any and all damage caused as a result of the Inspections. If in Buyer's reasonable judgment, such surveys, studies, samples, inspections, investigations, appraisals or other tests are inadequate, indicate that the Property is unsuitable for Buyer's use, or cannot be purchased by Buyer, then Buyer may terminate this Agreement by written notice to Seller prior to the expiration of the Contingency and Diligence Period. Buyer's failure to terminate this Agreement as provided in this Section shall be deemed an election by Buyer to waive this contingency and proceed to Closing.

(d) Extension of Contingency and Diligence Period. In the event the City's actions under Section 3, above, result in title encumbrances upon the Property, other than those related to the recording of the CCREs and Affordability Covenants, in addition to those shown on Buyer's original Title Commitment, or conditions upon the Property other than those shown on Buyer's original Survey and/or Inspections, Buyer may, in its discretion, elect to extend the Contingency and Diligence Period for a period not to exceed thirty (30) days, via written notice to Seller, explicitly identifying such new encumbrances and/or conditions. Upon any such extension,

Buyer may issue updated Title and Survey Objections, and the Parties shall proceed in the same manner as prescribed under subsection (b), above; provided Seller shall only have until the fifteenth (15th) day of the extension period to provide such updated Title and Survey Objections. If Seller fails to provide updated Title and Survey Objections by the (15th) day of the extension period, and has not otherwise terminated this Agreement under subsection (c), above, Buyer shall be deemed as having waived its rights hereunder, the Contingency and Diligence Period shall automatically terminate, and the Parties shall proceed to Closing.

9. **Default.** Unless otherwise provided in this Agreement, if Seller fails to materially comply with any obligation or duty set forth herein, and fails to cure the same within fifteen (15) days of written notice from Buyer to Seller, then Buyer may terminate this Agreement and the Earnest Deposit shall be returned to Buyer. Return of the Earnest Deposit shall be Buyer's sole and exclusive remedy. In the event Buyer fails to comply with any obligation or duty set forth in this Agreement, then Seller may pursue any remedy available to Seller at law or in equity, including, without limitation, specific performance of this Agreement, or, Seller may terminate this Agreement and retain the Earnest Deposit as liquidated damages.

10. **Representations of Buyer.** Buyer hereby represents to Seller as of the Effective Date, to be recertified at Closing:

(a) Buyer is duly authorized to execute and perform this Agreement, and such execution and performance will not violate any law, rule, judgment, regulation, order, writ, injunction or decree of any court or governmental or quasi-governmental entity with jurisdiction over the Buyer, which would prevent Buyer from performing its obligations pursuant to this Agreement;

(b) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or other action under federal or state bankruptcy laws is pending against or contemplated by Buyer;

(c) Buyer shall use and develop the Property in accordance with the CCREs, Affordability Covenants, and the approved Improvement Plans;

(d) Buyer shall not take, or fail to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Buyer contained in this Agreement;

(e) Buyer will submit its Improvement Plans to Seller within thirty (30) days of the Effective Date; and

(f) Buyer shall execute and deliver such documents as are necessary to effectuate any of the agreements or obligations of Buyer hereunder.

If any representation above is found by Seller to become untrue and is not remedied by Buyer prior to the Closing Date, Seller may: (i) terminate this Agreement, in which event neither party shall have any further rights or obligations pursuant to this Agreement, and Seller shall retain the Earnest Deposit as liquidated damages; or (ii) waive its objections and proceed to Closing. The representations in this Section shall survive Closing.

11. **Representations of Seller.** To the best of Seller's actual knowledge, Seller hereby represents to Buyer as follows:

(a) There are no parties in possession of the Property, or any part thereof, as lessees, sublessees, or trespassers;

(b) There is no pending or threatened condemnation affecting the Property, or any part thereof;

(c) Seller is duly formed and is authorized and empowered to execute this Agreement and to sell the Property;

(d) There are and will be no unrecorded liens or Uniform Commercial Code liens created by Seller against any of the Property which will not be satisfied out of the Purchase Price or from other funds of Seller at or prior to Closing;

(e) Seller shall not further encumber the title to the Property without the prior written consent of Buyer, except by recording the CCREs and Affordability Covenants, which filing(s) shall be completed prior to Closing;

(f) There are no service contracts or other contracts that will affect the Property after Closing;

(g) Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities;

(h) Seller shall not take, or fail to take, any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Seller contained in this Agreement; and

(i) Seller shall execute such documents as are necessary to effectuate any of the agreements or obligations of Seller hereunder.

If any representation above is found by Buyer, prior to Closing, to become materially untrue and is not remedied by Seller prior to Closing, Buyer may: (i) terminate this Agreement, in which event neither party shall have any further rights or obligations pursuant to this Agreement, other than those that specifically survive termination, and the Earnest Deposit shall be returned to Buyer, or (ii) waive its objections and proceed to Closing.

12. **As Is, Where Is.** THE PROPERTY IS BEING SOLD IN “AS IS, WHERE IS” CONDITION AND “WITH ALL FAULTS” AS OF THE DATE OF THIS AGREEMENT AND OF CLOSING. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY PARTNER, MEMBER, OFFICER, PERSON, FIRM, AGENT, ATTORNEY OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO (I) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY; (II) THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING OR DEVELOPMENT CODES); (III) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (IV) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; OR (V) WHETHER THE PROPERTY CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED INTO THIS AGREEMENT, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THIS AGREEMENT HAS BEEN ENTERED INTO WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT. THE AGREEMENTS IN THIS SECTION SHALL SURVIVE CLOSING.

13. **Condemnation.** If prior to Closing, condemnation proceedings are commenced against all or a portion of the Property, which materially and adversely affect access thereto in Buyer's sole judgment, Buyer, at Buyer's option, may terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of condemnation proceedings in which event neither party shall have any further rights or obligations pursuant to this Agreement except those obligations that are specifically to survive termination. If this Agreement is so terminated, the Earnest Deposit shall be refunded to Buyer. If not so terminated, Buyer shall close this Agreement without adjustment to the Purchase Price and Buyer shall have the right to appear in and defend such condemnation proceedings, whether occurring or completed prior to or after Closing, and any award in condemnation relating to the Property shall become the Property of Buyer. Any condemnation award or payment in lieu of such condemnation proceedings made to Seller prior to Closing shall reduce the Purchase Price by the amount



If to Buyer: Pure Property Management  
c/o Spencer Lombardo  
18210 Camelback Ave  
Omaha, NE 68136  
spencer@puremgmt.com

(c) This Agreement shall be construed under and in accordance with the laws of the State of Nebraska.

(d) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(e) In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(f) This Agreement constitutes the sole agreement of the Parties with respect to the Property, supersedes any prior understandings or written or oral agreements between the Parties, and cannot be modified except by a writing signed by both Parties.

(g) Time is of the essence regarding the payment and performance of this Agreement.

(h) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include plural, and vice versa, unless the context requires otherwise. The headings in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement; an.

(i) Buyer may assign this Agreement without Seller's consent to an entity owned or controlled by Buyer, but any such assignment shall not relieve Buyer of Buyer's obligations hereunder.

(j) This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

[Signature pages follow]

Executed in multiple originals effective as of the Effective Date.

**SELLER:**

**Community Development Agency of the City of  
Columbus, Nebraska**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Executed in multiple originals effective as of the Effective Date.

**BUYER:**

**Vitality Apartments, LLC,**  
a Nebraska limited liability company

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

Name: Spencer Lombardo

Its: Member

**EXHIBIT A**

**Subdivision Plat**

(See Attached)

This plat was prepared at the request of the City of Columbus, Columbus NE

FIELD NOTES

SW Corner SE1/4 Sec. 20 T17N R1E: Found 5/8" iron bar with aluminum cap in monument well in 8th Street as recorded on survey by Thomas A. Tremel, LS #455, dated August 20, 1996.

SW Corner SE1/4 SE1/4 Sec. 20 T17N R1E: Found star drill hole in concrete on the northeast side of monument well as recorded on survey by Joseph J. Vetic, LS #500, dated August 22, 1998.

SE Corner SE1/4 Sec. 20 T17N R1E: Found aluminum cap in concrete as recorded on survey by Thomas A. Tremel, L.S. #455 dated February 27, 2001.

At "A" found 1" iron pipe as recorded on survey by Joseph J. Vetic, LS #500, dated August 22, 1998. At "B", "E", "F", "G", "H", "J", "K", "L", "M", "N", "O", "Q", "R", and "S" found 5/8" iron bar with survey cap as recorded on the final plat of Vitality Village Addition by myself, Brian D. Benck, LS #536, dated April 5th, 2024.

FINAL PLAT

VITALITY VILLAGE SUBDIVISION

A Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2 Block D, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska, along with that part of 9th Street and Progress Drive abutting said Lots.

PLANNING COMMISSION STATE OF NEBRASKA ) COUNTY OF PLATTE ) SS CITY OF COLUMBUS )

This plat of VITALITY VILLAGE SUBDIVISION to the City of Columbus, Platte County, Nebraska, approved by the Planning Commission this 13 day of May, 2024.

Chairman

CITY COUNCIL STATE OF NEBRASKA ) COUNTY OF PLATTE ) SS CITY OF COLUMBUS )

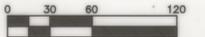
The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. 224-69, duly passed by the City Council on the 20 day of May, 2024.

City Clerk Mayor

SCHOOL DISTRICT STATE OF NEBRASKA ) COUNTY OF PLATTE ) SS

The above plat approved by Columbus School District No. 71-0001, Platte County, Nebraska

School Superintendent



- LEGEND: Monument Found, Set 5/8" x 30" I.B. with Survey Cap, Calculated Point, Recorded Distance, Measured Distance, Easement Line

NOTE: Property corners from Vitality Village Addition had not been set at the time of this survey; therefore, the calculated corners on this plat will not be set as referenced on the Final Plat of Vitality Addition



OWNER: Nels Johnson, 22355 Pine Hill Dr, Gretna, NE 68028

ENGINEER: Richard J. Bogus, City of Columbus, 2500 14th Street, Columbus, NE 68602

SURVEYOR: Brian D. Benck, City of Columbus, 2500 14th Street, Columbus, NE 68602

SURVEYOR'S CERTIFICATE

STATE OF NEBRASKA ) COUNTY OF PLATTE ) ss CITY OF COLUMBUS )

I, Brian D. Benck, Nebraska Registered Land Surveyor No. 536, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveys in Nebraska in effect at the time of this survey.

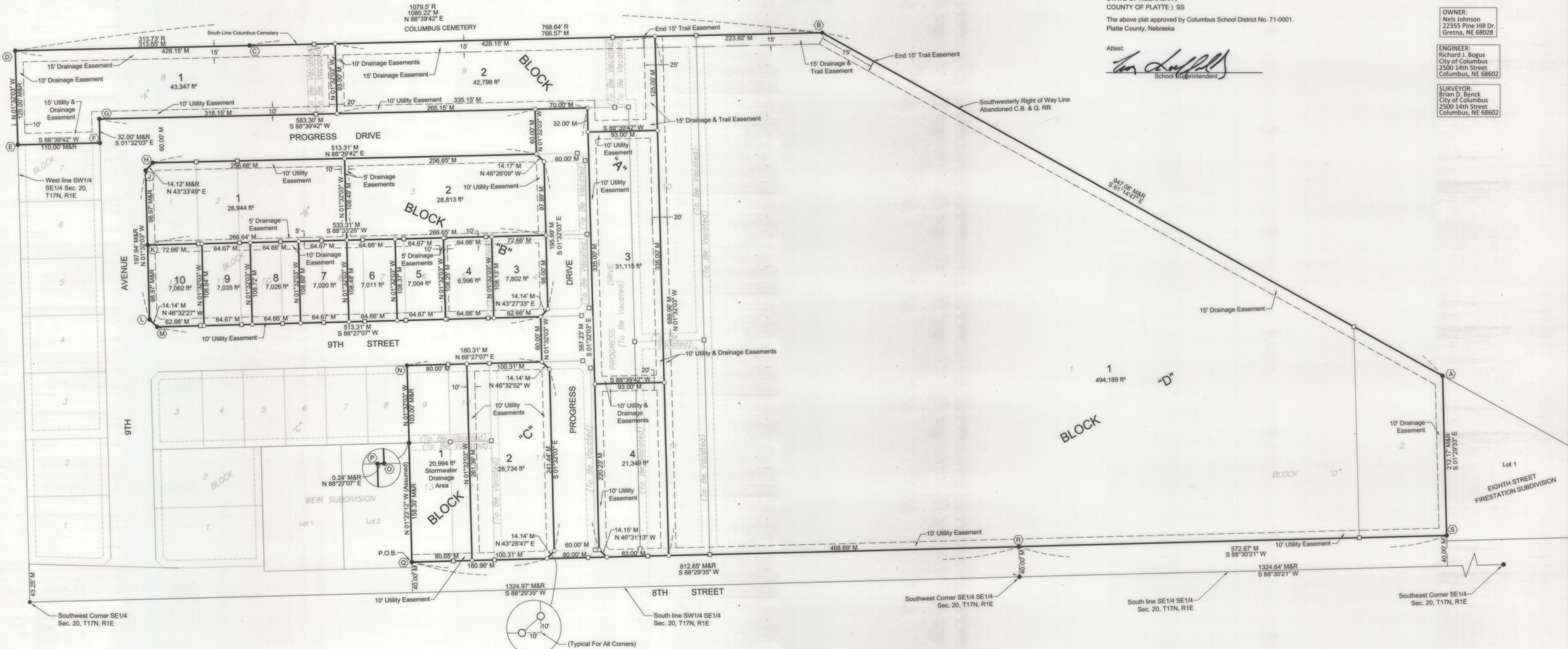
Brian D. Benck Date: 5/19/24



LEGAL DESCRIPTION

Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2 Block D, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska, along with that part of 9th Street and Progress Drive abutting said Lots, all of which is more particularly described as follows:

Beginning at the Southwest corner Lot 13, Block C, Vitality Village Addition to the City of Columbus, Platte County, Nebraska and assuming the West line of said Lot 13 to have a bearing of N 01°23'12" W; thence N 01°23'12" W, and on said West line 158.30 feet, to the Northwest corner said Lot 13; thence N 88°27'07" E, and on the North line said Lot 13, 0.24 feet to the Southwest corner Lot 9, said Block C; thence N 01°32'03" W, and on the West line said Lot 9, 103.00 feet to the Northwest corner said Lot 9, said point also being on the South line 9th Street; thence N 88°27'07" E, and on the South line 9th Street, 180.31 feet; thence N 01°32'03" W, 60.00 feet to a point on the North line 9th Street; thence S 88°27'07" W, and on the North line 9th Street, 531.31 feet; thence N 46°32'27" W, 14.14 feet to a point on the East line 9th Avenue; thence N 01°32'03" W, and on said East line 9th Avenue, 197.94 feet; thence N 43°33'49" E, 14.12 feet to a point on the South line Progress Drive; thence N 88°39'42" E, and on the South line said Progress Drive, 513.31 feet; thence N 01°32'03" W, 60.00 feet, to a point on the North line Progress Drive; thence S 88°39'42" W, and on the North line said Progress Drive, 583.30 feet to a point on the West line 9th Avenue; thence S 01°32'03" E, and on West line said 9th Avenue, 32.00 feet to the Northeast corner Lot 7, Block A, said Addition; thence S 88°39'42" W, and on the North line said Lot 7, 110.00 feet to the Northwest corner said Lot 7, said point also being on the West line SW1/4 SE1/4 Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska; thence N 01°32'03" W, and on said West line, 125.00 feet; thence N 88°39'42" E, 1080.22 feet to a point on the Southwesterly Right of Way Line of the Abandoned C.B.&Q. Rail Road; thence S 61°14'47" E, and on said Southwesterly line, 947.08 feet to the Northwest corner Lot 1, Eighth Street Fire Station Subdivision to the City of Columbus, Platte County, Nebraska; thence S 01°29'33" E, and on the West line said Lot 1, 212.17 feet to a point on the North line 8th Street, said point being 40.00 feet north of the South line SE1/4 SE1/4 said Section 20; thence S 88°30'21" W, and on said North line 572.87 feet; thence S 88°29'35" W, and on said North line 812.65 feet to the Point of Beginning, containing 19.84 acres more or less.



**EXHIBIT B**

**The Property**

Lot 1, Block D, Vitality Village Subdivision, a Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2, Block D, Vitality Village Addition to the City of Columbus, Platte County, Nebraska.

**EXHIBIT C**

**CCREs**

(See Attached)

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(The above space for use of Register of Deeds)

AFTER RECORDING, RETURN TO:  
City of Columbus, Nebraska  
c/o City Administrator  
2500 14<sup>th</sup> Street, Suite 3  
P.O. Box 1677  
Columbus, NE 68602

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS** (this “**Declaration**”) is executed and effective this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”), by the Community Development Agency of the City of Columbus, Nebraska (“**Declarant**”).

WHEREAS, Declarant owns certain real estate located in Columbus, Platte County, Nebraska (the “**City**”), legally described on **Exhibit A**, attached hereto and incorporated herein (the “**Subdivision**”), and as shown on the plat attached hereto and incorporated herein as **Exhibit B** (inclusive of any amendment, addition, replat, or subdivision thereof, the “**Plat**”); and

WHEREAS, Declarant wishes to place development and use covenants, conditions, restrictions, and easements upon each Lot (defined below) within the Subdivision; and

WHEREAS, by virtue of recording this Declaration, the Subdivision shall be owned, held, transferred, sold, conveyed, developed, used, occupied, operated, improved and mortgaged or otherwise encumbered subject to the provisions of this Declaration and every grantee of any interest in the Subdivision or any portion thereof, by acceptance of a deed or other conveyance of such interest, and every Owner (defined below) of a Lot within the Subdivision, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of this Declaration and shall be deemed to have consented to the terms hereof; and

WHEREAS, Declarant does hereby specify, agree, designate and direct that this Declaration and all of its provisions shall be and are covenants to run with the Subdivision and shall be binding on all current and future Owners, together with their grantees successors, heirs, executors, administrators, devisees and assigns; and

NOW, THEREFORE, Declarant hereby imposes the following covenants, conditions, restrictions and easements on the Subdivision, which shall run with the equitable and legal title to the land and shall be for the benefit or burden, as the case may be, of the Declarant and Owners, together with their respective heirs, legal representatives, successors and assigns, and any mortgagees.

**ARTICLE I**  
**APPLICATION, DEFINITIONS, CONSTRUCTION AND INTERPRETATION**

**Section 1.1.** Run with the Land. The covenants, conditions, restrictions, and easements set forth in this Declaration are for the benefit of the Declarant, as the current owner of the Subdivision, and each successor Owner of the Lots within the Subdivision. Such covenants, conditions, restrictions, and easements imposed upon the Subdivision herein shall run with the land, and with each and every part thereof, and shall bind all Owners and any assigns and successors in interest of such Owners and any lessees, tenants and other occupants of any Dwelling Units thereon.

**Section 1.2.** Definitions. For purposes of this Declaration, the capitalized terms used herein shall have the meanings ascribed to them below and, unless the context clearly indicates otherwise, shall include the plural as well as the singular. The capitalized terms set forth and defined in other sections of this Declaration shall have the meanings ascribed to them therein.

- a. **“Duplex Lots”** shall refer to the following Lots within the Subdivision: Lots 3-10, Block B, Vitality Village Subdivision, a Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2, Block D, Vitality Village Addition to the City of Columbus, Platte County, Nebraska; AND Lots 3-8, Block C, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska, and any subdivisions or replats thereof.
- b. **“Dwelling Unit”** shall mean each residential dwelling unit or structure constructed, or to be constructed, upon the Lots within the Subdivision, in accordance with the terms of this Declaration. By way of explanation and example only, a Rowhome Lot with a single structure comprised of eight (8) attached residential units would consist of eight (8) separate Dwelling Units.
- c. **“Improvements”** shall mean all land preparation and excavation, Dwelling Units, buildings, structures, underground installations, slope and grade alterations, lighting, roads, walkways, curbs, gutters, storm drains, drainage ways, utilities, driveways, parking areas, fences, retaining walls, plantings, planted trees and shrubs, streetscaping, sidewalks, poles, signs and all other structures and landscaping improvements, of every type and kind, constructed within the Subdivision.
- d. **“Lot”** shall mean each and every residential lot within the Subdivision that is platted for the construction of Improvements thereon, including but not limited to, the Duplex Lots, MF Lot, Rowhome Lots, and SF Lots.
- e. **“MF Lot”** shall refer to the following Lot within the Subdivision: Lot 1, Block D, Vitality Village Subdivision, a Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2, Block D, Vitality Village Addition to the City of Columbus, Platte County, Nebraska, and any subdivisions or replats thereof.

- f. **“Owner”** shall mean the Person holding fee title to any Lot, Dwelling Unit, or Improvement within the Subdivision, inclusive of any developer that constructs the initial Dwelling Units within the Subdivision.
- g. **“Person”** means any individual, corporation, limited liability company, trust, partnership, association, or other legal entity.
- h. **“Rowhome Lots”** shall refer to the following Lots within the Subdivision: Lots 1-4, Block A, and Lots 1 and 2, Block B, and Lot 2, Block C, all in Vitality Village Subdivision, a Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2, Block D, Vitality Village Addition to the City of Columbus, Platte County, Nebraska, and any subdivisions or replats thereof.
- i. **“SF Lots”** shall refer to the following Lots within the Subdivision: Lots 1-7, Block A, and Lots 1 and 2, Block C, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska, and any subdivisions or replats thereof.
- j. **“Unimproved Lot”** refers to any Lot on which there is no Dwelling Unit.

**Section 1.3. Lot Types; Applicability.** As set forth under Section 2.1, below, the Subdivision will consist of different types of Dwelling Units constructed on the SF Lots, Duplex Lots, Rowhome Lots, and MF Lot. In relation thereto, some of the covenants, conditions, restrictions, and easements set forth herein shall apply to some, but not all of the Lots, or may vary between the various Lot types. In accordance therewith, references herein to the “Lots” or the “Subdivision”, in relation to any such covenants, conditions, restrictions, and easements, are intended to apply uniformly and equally to each of the SF Lots, Duplex Lots, Rowhome Lots, and MF Lot, unless otherwise specified. Any reference herein to an “Owner” shall be to all Owners within the Subdivision, irrespective of the Lot type, unless otherwise specified. In the event any covenants, conditions, restrictions, and easements herein apply to some, but not all, Lot/Owner types, or vary among the Lot/Owner types, this Declaration explicitly references the Lot type(s)/Owner(s) for which such provisions shall apply, and/or the Lot type(s)/Owner(s) which are excluded therefrom.

## **ARTICLE II**

### **RESTRICTIONS AND COVENANTS**

**Section 2.1. Lot Types; Permitted Uses.** The Lots shall be developed and maintained in accordance with the following uses, as applicable, and for no other use unless consented to by Declarant in writing:

- a. SF Lots shall be used exclusively for one (1) single-family detached Dwelling Unit.
- b. Duplex Lots shall be used exclusively for single-family attached Dwelling Units constructed in a group of two (2) attached units per Lot.
- c. Rowhome Lots shall be used exclusively for single-family Dwelling Units constructed in a group of three or more attached units, in which each unit extends from the foundation to roof and with open space on at least two sides.
- d. MF Lot shall be used exclusively for multi-family apartment Dwelling Units, together with such Improvements and amenities ancillary thereto.

**Section 2.2.** No Combining Lots. No Owner may combine or build across Lots, resulting in the construction of a single Dwelling Unit spanning more than one Lot, without the prior written approval of Declarant.

**Section 2.3.** Owner-Occupied. The SF Lots must be owner-occupied, and an Owner of such SF Lot may not allow any Person other than Owner or such Owner's immediate family to occupy the Lot. For purposes of this Declaration, an Owner's "immediate family" shall mean the Owner's spouse, life partner, children or stepchildren, parents, siblings, stepparents, grandparents or grandchildren. The restrictions under this Section 2.3 shall not apply to the Duplex Lots, Rowhome Lots, or MF Lot.

**Section 2.4.** Exterior Construction Materials. The exterior of all Improvements shall be painted in neutral and muted tones, such as white, off white, tan, gray, brick, or light brown, and shall not be painted in primary colors. The initial paint color for any Dwelling Unit constructed upon an Unimproved Lot shall be subject to Declarant's approval as part of the Owner's submissions of the Plans under Section 3.1, below. Any paint colors approved by Declarant as part of its review of the Plans shall be deemed as permitted colors for the Subdivision under this Section 2.4. Any repainting of the exterior of a Dwelling Unit shall either substantially match the prior paint color, or be substantially similar to the paint color(s) of the surrounding Dwelling Unit(s) within the Subdivision. Any Improvement constructed outside of or detached from the Dwelling Unit on a Lot must be consistent with the character and color of the Dwelling Unit on such Lot. Owner shall construct all Improvement(s) with high quality materials to protect the value, character, integrity and residential quality of the Lots and Subdivision.

**Section 2.5.** No Trailers or Mobile Homes. Owner shall not place any mobile home or trailer on any Lot. This Section 2.5 does not apply to newly-built homes which are assembled offsite and affixed to a permanent foundation on the Lot.

**Section 2.6.** Property Storage and Trash Removal. Owner shall not permit any incinerator or trash burners on any Lot. Owner shall not permit any fuel tanks on the Lot unless completely screened from view. Owner shall not store garden, lawn, maintenance equipment, clotheslines, large garbage receptacles, dog kennels, firewood piles, or other personal property other than customary and ordinary outdoor furniture and furnishings, outside of any Dwelling Unit or suitable storage facility, except when in actual use. Owner shall not deposit visible garbage, refuse, rubbish or cuttings on any street, road or Lot.

**Section 2.7.** Chattel Restrictions. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, mobile home, semi-truck, aircraft, camper truck or similar chattel shall remain stationary on any part of a Lot, other than in an enclosed structure, for more than twenty-four (24) consecutive hours. With respect to the foregoing, "remain stationary" shall mean that such chattel remains on a Lot or public right-of-way adjacent thereto without Owner moving it outside the Subdivision. No person shall park or store a motor vehicle outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No grading or excavating equipment, tractors or semi tractors/trailers shall be stored, parked, kept or maintained in any yards, driveways or streets. Notwithstanding the foregoing, this Section 2.7 shall not apply to trucks, tractors or commercial vehicles which are necessary for the construction of residential dwellings during their period of construction. Excluding the MF Lot, no dumpster shall remain on any Lot for more than thirty (30) consecutive days, except in the case of a permitted construction project.

**Section 2.8.** Vehicular Restrictions. No repair of any boats, automobiles, motorcycles, trucks, campers or similar vehicles requiring a continuous time period in excess of forty-eight (48) hours shall remain on any Lot at any time; nor shall vehicles offensive to the neighborhood be visibly stored, parked or abandoned on any Lot. No unused building material, junk or rubbish shall be left exposed on the Lot except during actual building operations, and then only in as neat and inconspicuous a manner as possible.

**Section 2.9.** Air Conditioning Units. Excluding the MF Lot, Owner shall place any exterior air conditioning condenser unit in the rear yard or side yard so as not to be visible from public view.

**Section 2.10.** Upkeep of Outdoor Spaces. Excluding stormwater retention areas, Owner shall not permit weeds or other unmanicured vegetation to grow, nor maintain dangerous, diseased or otherwise objectionable shrubs or trees on any Lot, so as to constitute an actual or potential public nuisance, create a hazard or undesirable proliferation, or detract from a neat and trim appearance. Following the initial construction of a Dwelling Unit on an Unimproved Lot, an Owner shall not remove any healthy and established trees from such Lot; provided that an Owner may remove a tree if, in its reasonable discretion, it poses a hazard towards human health and safety or to the preservation of the Dwelling Unit on the Lot or Lot(s) adjacent thereto, or such removal is necessary for the construction of permitted Improvements on such Lot.

**Section 2.11.** Exterior Lighting. Exterior lighting installed on any Lot shall either be indirect or of such a controlled focus and intensity as not to disturb the residents of adjacent Lots.

**Section 2.12.** Fencing. Fencing shall be consistent with the architectural style and color of the Dwelling Unit on such Lot and shall not exceed the maximum height(s) permitted under City code. All fencing shall be made from wood, vinyl, chain link, or aluminum. Fencing shall not extend beyond the front line of the primary Dwelling Unit on a Lot. No hedges or mass planted shrubs shall be permitted more than ten (10) feet in front of the front line of the primary Dwelling Unit on a Lot. This Section 2.12 shall apply to the Duplex Lots, Rowhome Lots, and SF Lots only. It shall not apply to the MF Lot. Installation of fences as part of the initial construction of a Dwelling Unit on a Lot shall be subject to Declarants review and approval, pursuant to Section 3.1, below.

**Section 2.13.** Outbuildings. The SF Lots shall be limited to a maximum of one (1) outbuilding per Lot. For purpose of the foregoing, an outbuilding is any enclosed or partially-enclosed structure affixed to or existing upon a Lot, other than the Dwelling Unit, with a land coverage footprint of thirty (30) square feet or more. No outbuildings shall be permitted on the Duplex Lots or Rowhome Lots. The MF Lot shall not be subject to the restrictions under this Section 2.13.

**Section 2.14.** No Protests of Property Taxes Below Minimum Valuation. Declarant received and is utilizing tax-increment financing to aid in the cost of constructing the public improvements within the Subdivision. In accordance therewith:

- a. For as long as taxes are being divided on a given SF Lot for the purposes of tax-increment financing, in accordance with Section 18-2147 of the Nebraska Revised Statutes, the Owner of such SF Lot shall not protest any taxable valuation assessed for the SF Lot, inclusive of the Improvements thereon, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below \$200,000.
- b. For as long as taxes are being divided on a given Duplex Lot for the purposes of tax-increment financing, in accordance with Section 18-2147 of the Nebraska Revised Statutes, the Owner of such Duplex Lot shall not protest any taxable valuation assessed for the Duplex Lot, inclusive of the Improvements thereon, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below \$150,000.
- c. For as long as taxes are being divided on a given Rowhome Lot for the purposes of tax-increment financing, in accordance with Section 18-2147 of the Nebraska Revised Statutes,

the Owner of such Rowhome Lot shall not protest any taxable valuation assessed for the Rowhome Lot, inclusive of the Improvements thereon, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below \$110,000 per Dwelling Unit on such Lot. With respect to the foregoing, and for purposes of example only, if a given Rowhome Lot consists of eight (8) Dwelling Units, the assessed valuation for such Lot could not be protested below \$880,000.

- d. For as long as taxes are being divided on the MF Lot for the purposes of tax-increment financing, in accordance with Section 18-2147 of the Nebraska Revised Statutes, the Owner of such MF Lot shall not protest any taxable valuation assessed for the MF Lot, inclusive of the Improvements thereon, as determined by the appropriate assessing and taxing officials of Platte County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below \$24,000,000.

### **ARTICLE III**

#### **APPROVAL AND CONSTRUCTION OF IMPROVEMENTS**

**Section 3.1.** Plan Approval. No Improvements, including landscaping, above or below ground, shall be constructed, erected or placed or permitted to remain on any Unimproved Lot, nor shall any grading or excavation for any Improvement be commenced, except for Improvements which have been approved by Declarant as follows:

- a. An Owner (or perspective Owner) desiring to erect an Improvement on an Unimproved Lot shall deliver construction plans, site plans, signage plans, landscaping plans, and plot plans, as the case may be, to Declarant (herein collectively referred to as the "**Plans**"). Such Plans shall include a description of the type, quality, color and use of materials proposed for the exterior of such Improvement, together with such other detailed drawings as may reasonably be requested by Declarant to review such Improvement.
- b. Declarant shall review such Plans in light of the covenants, conditions, restrictions and easements in this Declaration, and in relation to the type and exterior of Improvements permitted on the applicable Lot(s). The decision to approve or refuse approval of any proposed Improvement shall be exercised by Declarant in a reasonable manner to promote conformity and harmony of the design and development of the Improvements constructed within the Subdivision, and to protect the value, character and quality of the Subdivision as a whole, in a manner consistent with this Declaration. If Declarant determines that the Plans do not conform with the standards or requirements of this Declaration, do not conform with the surrounding Improvements and topography, or will not protect and enhance the integrity and character of the Subdivision, Declarant may refuse approval of any proposed Improvement set forth in the Plans, or portion thereof. Declarant's approval or rejection, as the case may be, of an Owner's (or prospective Owner's) Plans shall be provided in writing within thirty (30) days after the date of submission of the Plans. Declarant's failure to provide the same within thirty (30) days shall be deemed a rejection of the Plans by Declarant; provided, however, such Owner (or Prospective Owner) may resubmit the same Plans upon any deemed rejection due to Declarant's failure to respond. Additionally, upon Declarant's rejection of any Plans, an Owner may revise and resubmit the Plans, in which case the process under this subsection shall start anew. Declarant's approval of Plans submitted by a prospective Owner pursuant to the terms of a purchase and sale contract for certain Lot(s) entered into between Declarant and such prospective

Owner, shall constitute Declarant's approval of such Plans hereunder, with respect to such Lot(s).

- c. No Owner, or any other Person or Persons, shall have any right to any action by Declarant, or to control, direct or influence the acts of Declarant with respect to any proposed Improvement. No responsibility, liability or obligation shall be assumed by or imposed upon Declarant by virtue of the authority granted to the Declarant in this Section 3.1, or as a result of any act or failure to act by Declarant with respect to any proposed Improvement.
- d. Declarant's rights under this Section 3.1 shall cease and expire following the initial construction of Dwelling Units upon each Unimproved Lot within the Subdivision. With respect to the construction of Improvements occurring thereafter, the Owners shall not be required to submit Plans to Declarant, but such Improvements, and the construction thereof, shall remain subject to, and must comply with, all other relevant terms of this Declaration.

**Section 3.2. Construction of Improvements.**

- a. Following the initial transfer of an Unimproved Lot from Declarant to an Owner, such Owner shall commence construction of the Dwelling Unit thereon within six (6) calendar months from the date title to the Unimproved Lot was transferred from Declarant to Owner. For purposes of the foregoing, commencement of construction shall mean Owner's receipt of a validly issued building permit and the initiation of site improvements which affect the vertical construction of the Dwelling Unit on the Lot. Owner shall not allow any excavation dirt to be spread across any Lot so as to change the grade of any Lot in a way that has an adverse effect on another Lot or changes the intended drainage for such Lot or the Subdivision. If Owner does not commence construction within the time period prescribed above, Declarant may, in its discretion and without obligation, repurchase the Lot from Owner pursuant to the terms of Section 8.3, below.
- b. Following the initial transfer of an Unimproved Lot from Declarant to an Owner, such Owner shall substantially complete construction of the Dwelling Unit(s) on such Lot within two (2) calendar years from the date title to the Lot was transferred from Declarant to Owner. If Owner does not substantially complete construction of the Dwelling Unit(s) on such Lot within the time period prescribed above, Declarant may charge Owner one and one-half (1.5) times the cost of the building permit(s) for the Improvements on the Lot for every month beyond the time period prescribed above that it takes Owner to achieve substantial completion of the Dwelling Unit(s). For purposes of this Declaration, substantial completion shall mean the completion of construction to the extent that Owner can obtain a certificate of occupancy for the Dwelling Unit(s) on the Lot from the appropriate governing authority. Notwithstanding the foregoing, if the Owner of the MF Lot has completed at least one hundred-fifty (150) Dwelling Units thereon within the aforementioned two-year period, such Owner shall not be subject to the charges hereunder, so long as Owner diligently and continuously constructs the remaining Dwelling Units, until their completion.
- c. Each Owner agrees that all construction activities performed by it within the Subdivision shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the City, Platte County, State of Nebraska, and federal government, or any department or agency thereof. All construction shall utilize new materials, and shall be performed in a good, safe, and workmanlike manner, in accordance with the then-current building requirements imposed by the City.

- d. Each Owner agrees that its construction activities shall not:
  - i. Unreasonably interfere with the use, occupancy or enjoyment of any part of the other Lots owned by any other Owner; or
  - ii. Unreasonably interfere with the construction work being performed on any part of the other Lots.
- e. Installation of entrance signs or related fixtures, as well as any median landscaping and related fixtures, if any, shall be undertaken by Owner, at Owner's cost. Plans for such proposed Improvements located in public rights-of-way shall be submitted to Declarant in the same manner as other Improvement Plans under Section 2.1, above. In conjunction therewith, Owner must submit a proposed maintenance agreement to Declarant and/or the City for the Improvements within public rights-of-way. The City must approve, in writing, of any such maintenance agreement prior to the installation of any such Improvements.
- f. In connection with any construction, reconstruction, repair or maintenance on a Lot, the Owner of the Lot shall have the right to create a temporary staging and/or storage area on its Lot at such location as will not unreasonably interfere with the Owners of other Lots.

**Section 3.3.** Construction Requirements and Restrictions Applicable to all Lots. All Owners shall comply with and satisfy the following requirements as part of the construction of the initial Dwelling Units on each of the Unimproved Lots within the Subdivision:

- a. Owner shall extend water and sanitary sewer service lines from the public rights-of-way onto the Lots, at locations shown on Exhibit C-1, attached hereto and incorporated herein.
- b. Owner shall extend driveways from the public rights-of-way onto the Lots, at locations shown on Exhibit C-2, attached hereto and incorporated herein.
- c. Owner shall obtain all permits and governmental approvals necessary or required to construct the Improvements on a Lot.
- d. Without prior written approval by the City, Owner shall not permit any sewer lines or sewers outside the boundaries of the Subdivision to connect to the sewer or sewer lines of the Subdivision, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Subdivision.
- e. Before connecting a Dwelling Unit to the City's sewer system, a permit shall be obtained for said Dwelling Unit, and its connection to the City's sewer system, it being expressly understood that the City maintains the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; and that all such connections shall comply with minimum standards prescribed by the City.
- f. Owner shall install concrete sidewalks at 4-foot wide, 4-inches thick, except at driveways, which shall be 6-inches thick in accordance with the American's with Disability Act and City code.

- g. Owner shall install a mailbox adjacent to the public right-of-way on each Lot for all Dwelling Units within the Lot. For Lots which encompass more than one (1) Dwelling Units, the mailboxes may be combined at a single location.
- h. Owner shall not disturb any grading undertaken by Declarant prior to conveyance of the Lot for the purpose of stormwater drainage, and shall maintain the same as part of its construction of Improvements. Sufficient sediment control measures, including, but not limited to, installation and maintenance of sill fences, straw bale fences, storm water inlet protection and temporary seeding, to the extent deemed reasonably necessary by Declarant, shall be taken by the Owner to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question. All sediment control measures must be maintained until such Lot has been permanently stabilized with respect to soil erosion. Owner shall be solely responsible for the cost of any erosion control measures. Owner shall not materially change the grade or contour of any Lot and shall control the flow of surface water from its Lot so not to interfere with the drainage of any adjoining or downstream Lot.
- i. Owner shall install an underground sprinklers and sod for each Lot.
- j. Unless otherwise approved by the City, the maximum grade elevation at the residential building setback line for a Dwelling Unit shall be a slope between four percent (4%) and six percent (6%), as calculated from the top of the pavement curb or edge of roadway to the building setback.
- k. With respect to the reconstruction or refurbishment of any Improvement, due to casualty or otherwise, the reconstructed or refurbished Improvements shall be of a substantially similar type, nature, and design as the preexisting Improvements on such Lot.

**Section 3.4. Construction Requirements and Restrictions Applicable to Specific Lots.**

- a. With respect to the SF Lots adjacent to 8th Street, driveway access must be from the northern end of the Lot with no access from 8th Street.
- b. Driveway access for Lots 1 and 2, Block C, Vitality Village Subdivision (as shown on the Plat), shall be from the northern end of the Lots with no access from 8th Street.
- c. As part of the initial Improvements on the Unimproved Lots, Owner(s) of the Rowhome Lots shall install an 8-foot wide, 6-inch thick, concrete trail along the frontage of Lots 3 and 4, Block A, Vitality Village Subdivision (as shown on the Plat), in accordance with the American's with Disability Act and per City code, all being subject to the City's oversight and approval. Such Owner(s) shall dedicate the same, either in fee simple or via perpetual easement, to the City for public use and enjoyment.
- d. Unless otherwise agreed to by the City, the MF Lot shall be limited to two driveway access points from 8th Street at pre-approved locations in accordance with City code.
- e. As part of the initial Improvements on the MF Lot, Owner shall construct and maintain post-construction stormwater treatment and detention facilities with overflow discharge piping to 8th Street storm sewer system, all in accordance with City code, and subject to City approval.

- f. As part of construction of the initial Improvements on an Unimproved Lot: (i) at least one (1) tree shall be planted by Owner in the front yard of each SF Lot and Duplex Lot; and (ii) at least one (1) tree per every 100 linear feet shall be planted adjacent to the public rights-of-way on each Rowhome Lot and MF Lot. The diameter of the trunk for all such required trees must be at least one-inch in diameter at the time of planting. The type, size, and location of such trees shall be detailed in the Plans submitted under Section 3.1, above, and subject to Declarant's approval.

**Section 3.5.** Due Diligence in Construction. Once construction of Improvements on a Lot has commenced, such Improvements shall be undertaken in a reasonably diligent and workmanlike manner, until completion, without undue delay or stoppages.

**Section 3.6.** Damage and Destruction Dwelling Units; Duty to Rebuild. If all or any portion of a Lot or any Dwelling Unit on any such Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of such Lot to rebuild, repair or reconstruct the Lot and the Dwelling Unit(s) thereon in a manner which will restore them to a condition reasonably-similar to that which existed prior to the casualty. The Owner of any Lot on which a damaged Dwelling Unit is located shall be obligated to proceed with all due diligence hereunder, and such Owner shall cause cleanup and removal and/or reconstruction to commence within six (6) months after the damage occurs and to be completed within eighteen (18) months after damage occurs, unless prevented by causes beyond its reasonable control.

**Section 3.7.** Disclaimer of Liability. Declarant, together with its agents, officers or employees, shall not be liable in any way for any damage, loss or prejudice suffered or claimed by an Owner or any other Person who submits Plans to Declarant or seeks Declarant's approval with respect to any Improvements. In accordance therewith, the Owners and such other relevant Persons shall forever defend, indemnify and hold the Declarant and Declarant's employees, officers and agents harmless from all damage, loss or liability (including reasonable attorneys' fees) suffered or claimed by any third party on account of (i) any defects in any submitted Plans, or revised or approved in accordance with the foregoing provisions, or for any structural or other defects in any work done according to such Plans; (ii) the approval or disapproval of any Plans, whether or not defective; (iii) the construction or performance of any work, whether or not pursuant to approved Plans; or (iv) the development of any Lot within the Subdivision. Approval of the Plans or any other approval or consent by Declarant hereunder shall not be an indication of approval or waiver of any requirements with respect to applicable building and construction laws or codes and shall not subject the City or Declarant to any liability to any Person for any purpose whatsoever. Notwithstanding any provision hereunder to the contrary, or any omission herein, all Improvements must be made in compliance with all applicable local, state and federal building and construction laws and codes.

#### **ARTICLE IV**

#### **EASEMENTS AND OTHER ENTITLEMENTS**

**Section 4.1.** Utilities. To the extent necessary, Owners shall cooperate in the granting of appropriate and proper temporary and perpetual easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and preservation of the Subdivision. No such storm drains, utilities or services of an Owner required on its Lot shall be installed within the building areas on any other Owner's Lot.

**Section 4.2.** Surface Water. Each Owner hereby grants and conveys to the Owner owning an adjacent Lot the perpetual right and easement to discharge surface storm drainage and/or runoff from the grantee's Lot over, upon and across the unimproved portion of the grantor's Lot, provided, however, no Owner shall alter or permit to be altered the elevation or the surface of its Lot or the drainage/retention

system constructed on its Lot if such alteration would materially increase the flow of surface water onto the adjacent Lot either in the aggregate or by directing the flow of surface water to a limited area.

**Section 4.3.** Connection to City's Sewer. Subject to the conditions and provisions hereinafter specified, an Owner shall be entitled to connect its sewer system to the sewer system of the City in such manner and at such place(s) designated on the approved Plans. Notwithstanding the foregoing, the City shall retain the right to disconnect a Lot's sewer from its system if such Lot is discharging into the City's sewer system in violation of any applicable ordinance, statute, rule, or regulations.

## **ARTICLE V** **PUBLIC IMPROVEMENTS**

With respect to any infrastructure or public improvements undertaken by Declarant within the Subdivision, Declarant makes no warranties or representations that such improvements are committed to or developed for any particular use with respect to the Lots; and Declarant shall have no liability in relation to the same. Owners', or Owners' predecessors', as the case may be, purchase and acceptance of their respective Lot(s) constituted an unconditional acceptance and approval of the improvements undertaken by Declarant for such Owners' intended purpose; and in accordance therewith, the Owners warrant and agree to hold Declarant harmless from and against any claims, liabilities, and damages arising from or related to such improvements.

## **ARTICLE VI** **RESERVED RIGHTS OF DECLARANT**

Declarant shall possess and maintain the following rights notwithstanding any provision to the contrary in this Declaration:

**Section 6.1.** Right to Complete Development of the Subdivision. Prior to Declarant's conveyance of all Lots within the Subdivision to third-party Owners, Declarant shall have, and hereby reserves, the right (i) to subdivide or re-subdivide or otherwise split or combine any portion of the Subdivision or otherwise to complete development of Lots; (ii) to construct or alter Improvements on any Lot owned by Declarant; and (iii) to excavate, cut, fill or grade any Lot owned by Declarant, or to construct, alter, demolish or replace or renovate any Improvements owned by Declarant, or to alter its construction plans or design or to rezone or amend its master plan or any development documents agreed to by Declarant and the City, and to permit any activity, use or improvement by Declarant on any Lot owned by Declarant.

**Section 6.2.** Declarant's Right to Grant Additional Easements. Declarant shall have, and hereby reserves the right to grant or create, temporary or permanent easements from time to time for construction, access, utilities, drainage and other purposes for the development and sale of the Subdivision in, on, under, over and across any Lots or other portion of the Subdivision owned by Declarant and/or any public rights-of-way within the Subdivision. The foregoing notwithstanding, the Declarant shall not grant an easement which materially and adversely impairs the use of any Lot not owned by Declarant for the purposes originally intended.

**Section 6.3.** Amending Plat. Declarant shall have, and hereby reserves, the right to record amendments to the Plat from time to time. Each Owner of a Lot (whether conveyed by metes and bounds description prior to the recording of a Plat, or as a platted Lot after the recording thereof) shall promptly upon receipt approve and sign any such Plat or consent to Plat and shall promptly return the same to

Declarant, provided that such Plat does not alter the size or configuration of said Owner's Lot or adversely affect ingress or egress to or from such Owner's Lot.

**Section 6.4.** Control over Construction of Initial Improvements. Declarant shall have the unilateral authority to amend and supplement the provisions of Article II and Article III of this Declaration, until a Dwelling Unit has been constructed on each Lot within the Subdivision; provided that such amendments/supplements shall not unduly burden or place additional covenants, conditions, restrictions or easements on another Lot not owned by Declarant, or bring the same into violation with this Declaration that was conforming prior to such amendment/supplement.

**Section 6.5.** Reserved Rights Do Not Create Obligations. Anything in this Declaration to the contrary notwithstanding, the reserved rights in favor of Declarant hereunder shall not in any way be construed as creating any obligation on the part of Declarant to exercise any such rights or to perform any of the activities, construct any Improvements, convey any property or grant any easements referred to in this Declaration.

## **ARTICLE VII**

### **ASSIGNMENT OR SURRENDER OF DECLARANT'S RIGHTS AND DUTIES**

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant from time to time, in its discretion, to any Person who will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignment, any such Person assuming such duties (and its heirs, successors and assigns) shall have, to the extent of such assignment, the same rights and powers and shall be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Any assignment made under this Article shall be in recordable form and shall be recorded in the Office of the Register of Deeds of Platte County, Nebraska. Notwithstanding any provision of this Declaration to the contrary, Declarant may, at any time and from time to time without the consent of the Owners, temporarily or permanently relieve itself of all or a portion of its rights and obligations under this Declaration by filing in the Register of Deeds of Platte County, Nebraska, a notice stating that Declarant has surrendered the rights and obligations specified therein, and upon the recording of such notice, said powers and obligations so specified shall immediately terminate.

## **ARTICLE VIII**

### **LOT RE-SALES AND BUYBACK**

**Section 8.1.** Applicability of Lot Re-Sales. Except for sales and conveyances by Declarant, no Unimproved Lot may be sold by any Owner except in compliance with the provisions of this Article VIII.

**Section 8.2.** Right of First Refusal.

- a. Rights and Obligations. Before any Unimproved Lot (or any part thereof) may be sold by or to any Person other than Declarant, the Owner of such Unimproved Lot shall first deliver to Declarant an offer in writing to sell the Unimproved Lot to Declarant or its successors (an "**Offer Notice**") for an amount equal to the original price paid from Owner to Declarant in exchange for such Unimproved Lot (the "**Original Purchase Price**"). The Offer Notice shall include the Owner's address, a copy of the bona fide offer to purchase the Unimproved Lot and shall indicate that Owner is offering the Lot for sale to Declarant pursuant to this right of first refusal. If Declarant or its successors does not accept or reject in writing said offer of sale within thirty (30) days from the date of receipt of the Offer Notice, then the Owner of such Unimproved Lot shall have the right to sell said Lot to the third party making the bona fide offer pursuant to and in accordance with the terms of such bona fide

offer, without any further additional obligation to offer said Lot to Declarant. Declarant shall have this right of first refusal with regard to each bona fide offer an Owner receives for the purchase of an Unimproved Lot. Any Owner who buys an Unimproved Lot from another Owner shall be governed by the provisions of this Section 8.2 and the failure to exercise or rejection of the right of first refusal with respect to any Offer Notice shall not limit Declarant's rights of first refusal with respect to any subsequent proposed sale of any Unimproved Lot. This Section 8.2 shall not be applicable with respect to any foreclosure sale of a first lien deed of trust or first lien mortgage on a Lot or deed in lieu thereof which is made and delivered in good faith. In each instance where an Offer Notice is delivered to Declarant by an Owner, Declarant shall determine in its sole discretion and on a case by case basis whether to exercise its right of first refusal, and such determination may be made on such basis and for any reason as Declarant in its sole discretion shall choose. Should an Owner fail to comply with the provisions of this Section 8.2 and sell an Unimproved Lot without delivering an Offer Notice to Declarant in accordance with the terms hereof, then the purchaser of such Lot shall purchase such Lot subject to the right of first refusal herein granted, and Declarant shall thereafter at any time have the right to purchase such Lot according to the provisions of this Section 8.2, from the purchaser thereof for the Original Purchase Price, until the substantial completion of a Dwelling Unit on such Lot, at which point Declarant's rights under this Section 8.2 shall be of no further force or effect with respect to such Lot; except such rights shall be reinstated if such Lot subsequently becomes an Unimproved Lot. In addition to the foregoing, Declarant shall be entitled to any other rights and remedies available at law or in equity for the violation of this Section 8.2.

- b. Death of Owner; Gifts. The personal representative, heirs, successors and assigns of any Owner who dies while owning an Unimproved Lot, or the donee of a gift of an Unimproved Lot from an Owner, shall become an Owner subject to the terms and conditions of this Declaration and any subsequent sale, transfer and conveyance of such Lot shall be governed by the provisions of this Section 8.2.
- c. Duties Upon Election. If Declarant exercises its right of first refusal pursuant to Section 8.2(a), above, the closing of the conveyance of such Lot shall occur within thirty (30) days after receipt by the Owner of written notice from Declarant or its successors that it elects to exercise its right of first refusal with respect to such Lot. At closing, Declarant shall make payment to such Owner of the Original Purchase Price. The Owner shall deliver to Declarant a warranty deed conveying fee simple marketable title to the Lot free and clear of all liens and encumbrances except those that existed at the time of the acquisition of the Lot by such Owner, the lien of ad valorem taxes for the current year and any other liens and encumbrances which may be approved by Declarant, in Declarant's sole and exclusive discretion. In the event the closing occurs after the death of an Owner, Declarant may, in its discretion, require the personal representative of the Owner to post such bonds or other assurances as Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by the failure to pay any federal or state inheritance tax or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant's rights as a purchaser of said Lot.
- d. Terms Binding. The right of first refusal reserved by Declarant in this Section 8.2 shall run with the title to each Lot in the Subdivision and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party. The provisions of this Section 8.2 shall constitute record notice to all purchasers of Lots in the Subdivision of the right of first refusal herein reserved, and no additional language in any deed of conveyance of a Lot and

no recording of any additional instrument shall be required to make all Owners of Lots in the Subdivision subject to the provisions of this Section 8.2.

**Section 8.3. Option to Purchase.**

- a. Rights and Obligations. Should any Lot remain an Unimproved Lot following the passage of six (6) calendar months from the date of closing of the initial transfer of a Lot from Declarant to a third-party Owner (the "**Purchase Option Date**"), irrespective of whether such Lot has been re-purchased by any subsequent Persons, Declarant shall have the right, but not the obligation, to purchase such Lot from the current Owner. Declarant may exercise such right for a period of three (3) years from the Purchase Option Date, or until commencement of construction of a Dwelling Unit on the Lot, whichever occurs first. The price at which the Unimproved Lot may be purchased under this Section 8.3 shall equal ninety percent (90%) of the Original Purchase Price. If Declarant desires to purchase a Lot under the provisions of this Section 8.3, Declarant shall deliver to the Owner written notice of Declarant's intent to exercise its right under this Section 8.3 with respect to such Lot. Notwithstanding the foregoing, any extension of time for the construction of Improvements granted by Declarant to an Owner, in writing, shall act to extend the Purchase Option Date for an equal duration. Additionally, any delay in constructing the improvements caused by an event of Force Majeure (defined below) shall act to extend the Purchase Option Date for an equal duration.
- b. Duties Upon Election. If Declarant exercises its right to purchase a Lot pursuant to Section 8.3(a), above, the closing and transfer of title shall occur in accordance with the same procedures and requirements as set forth in Section 8.2(c), above.
- c. Terms Binding. The option to purchase reserved by Declarant in this Section 8.3 shall run with the title to each Lot in the Subdivision and be binding upon each purchaser of a Lot from Declarant and upon any subsequent Owner of a Lot, whether such Owner purchased such Lot from Declarant or from a third party. The provisions of this Section 8.3 shall constitute record notice to all purchasers of Lots in the Subdivision of the option to purchase reserved, and no additional language in any deed of conveyance of a Lot and no recording of any additional instrument shall be required to make all Owners of Lots in the Subdivision subject to the provisions of this Section 8.3.

**ARTICLE IX**  
**REMEDIES AND ENFORCEMENT**

**Section 9.1. All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or other Person of any of the terms, covenants, restrictions or conditions hereof, the Declarant or the Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including specific performance.

**Section 9.2. Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration within thirty (30) days following written notice thereof by the Declarant or an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Declarant or any Owner shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together

with interest at twelve percent (12%) per annum, or the highest rate permitted under applicable law, whichever is less. Notwithstanding the foregoing, in the event of (i) an emergency or (ii) blockage or material impairment of the easement rights, the Declarant or an Owner may immediately cure the same and be reimbursed by the defaulting Owner upon demand for the reasonable cost thereof together with interest at the rate specified in this paragraph above.

**Section 9.3. Lien Rights.** Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to Declarant or any Owner in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (an "**Assessment Lien**") against the Lot of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the Register of Deeds of Platte County, Nebraska; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the land records for Platte County, Nebraska, prior to the date of recordation of said notice of lien, (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien; and (iv) all first mortgages or deeds of trust recorded at any time on the Lots. Except as set forth above, all liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

**Section 9.4. Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

**Section 9.5. No Termination for Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle Declarant or any Owner to cancel, rescind, or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Lot covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Declarant's Disclaimer.** Declarant makes no warranties or representations that the plans presently envisioned for the development of the Subdivision can or will be carried out, or that any Lot is or will be committed to or developed for any particular use. In addition, while Declarant has no reason to believe that any of the provisions of this Declaration are or may be unenforceable, Declarant makes no representations as to enforceability. Declarant shall have no liability for the development of the Subdivision or the enforcement of this Declaration.

**Section 10.2. Term and Amendment.**

- a. This Declaration, and all covenants, conditions, and restrictions herein shall continue and remain in full force and effect for a ninety (90) year period under Nebraska Revised Statutes section 76-2002.
- b. Except as otherwise set forth under Article VI, above, and subsection (c), below, Declarant and all current Owners may only modify, amend or terminate this Declaration by a written amendment signed by all current Owners.

- c. Notwithstanding the foregoing, this Declaration may be modified or amended via a written amendment signed by all current Owners of the MF Lot, Duplex Lots, and Rowhome Lots, without written consent or execution of the Owners of the SF Lots, if such modifications or amendments do not materially impact the SF Lots, or the rights or obligations of the Owners of the SF Lots, hereunder.

**Section 10.3. Declaration Shall Continue Notwithstanding Breach.** Owners expressly agree that a breach of this Declaration shall not: (i) entitle any party to cancel, rescind, or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

**Section 10.4. Force Majeure.** For the purpose of any provisions of this Declaration, Declarant and Owners, or their successors or assigns, shall not be considered in breach or default of their obligations hereunder in the event of delay in the performance of such obligations due to causes beyond their reasonable control and without their fault (referred to herein as “**Force Majeure**”), including acts of God, acts of the public enemy, act of the federal or state government, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, or delays of contractors, or subcontractors due to such causes (financial incapacity of Owners, contractors or subcontractors excepted); it being the purpose and intent of this Section 10.4 that in the event of the occurrence of any such delay due to an event of Force Majeure, the time for performance of the obligations of delayed Person shall be extended for the period of delay, provided that in order to obtain the benefit of the provisions of this Section 10.4, the Person seeking the benefit shall, within twenty (20) days after the beginning of any such delay, notify the other affected Persons hereunder, in writing, and of the cause(s) thereof.

**Section 10.5. Affordability Covenants; How Construed.** The Subdivision is further encumbered by those certain Declaration of Affordability Covenants and Restrictions filed by Declarant (the “**Affordability Covenants**”). It is the intent of Declarant that, for the purpose of giving full and proper effect to this Declaration, the Affordability Covenants and this Declaration shall, to the extent applicable, supplement one another, be read together and construed harmoniously. Notwithstanding the foregoing, to the extent the terms of the Affordability Covenants expressly, directly and irreconcilably conflict with the terms of this Declaration, the terms of this Declaration shall supersede and control with respect to such conflicting terms

**Section 10.6. Notices.** Any notices, requests or other communications hereunder shall be in writing and shall be delivered by: (i) a widely-recognized national overnight courier service (subject to a written confirmation thereof), (ii) mailed by United States registered or certified mail, return receipt requested, postage prepaid or (iii) hand-delivery, and addressed to each Owner at such Owner's address in the Subdivision, and to the Declarant at its address as set forth below:

If to Owner, deliver such notice to the address of record in the Platte County Register of Deeds Office at the time of the Effective Date.

If to Declarant:

City of Columbus, Nebraska  
c/o City Administrator  
2500 14t Street, Suite 3  
P.O. Box 1677  
Columbus, NE 68602

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of overnight courier delivery, upon deposit in the United States mail or upon delivery if hand-delivered. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. Any party may from time to time at any time change its mailing address hereunder upon providing written notice to the other party.

**Section 10.7. Rule Against Perpetuities.** If the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

**Section 10.8. Waiver.** No delay or omission in exercising any rights, power or remedy herein provided, in the event of any breach of the restrictive covenants herein contained, shall be construed as a waiver thereof or acquiescence therein.

**Section 10.9. Severability.** If any part or provision of this Declaration is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other parts and provisions of this Declaration not specifically declared to be void or unenforceable, but all of the remaining provisions of this Declaration not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

**Section 10.10. Beneficiaries.** Owners benefit from the covenants, conditions, restrictions and easements set forth in this Declaration. Owners maintains the right to enforce the terms of this Declaration by injunction or other legal or equitable procedure, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

**Section 10.11. Relationship of the Parties.** Nothing contained herein shall be construed or interpreted as creating a partnership, joint enterprise or joint venture between or among the parties contemplated hereunder. It is understood that the relationship between the parties contemplated hereunder is an arms-length one that shall, at all times, be and remain that of separate owners of real property. Neither Declarant nor Owners may act for or on behalf of another party, as agent or otherwise, unless expressly authorized to do so by separate written instrument signed by the party to be charged or bound, except as otherwise specifically provided herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Declaration is executed as of the date shown in the notary block below.

**DECLARANT:**

Community Development Agency  
of the City of Columbus, Nebraska

By: \_\_\_\_\_  
James Bulkley, as Chairperson (Mayor)

ATTEST:

\_\_\_\_\_  
Shuraya Choat, Secretary (City Clerk)

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF PLATTE                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by James Bulkley, in his capacity as Chairperson, and Shuraya Choat, in her capacity as Secretary, of the Community Development Agency of the City of Columbus, Nebraska.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Subdivision**

Lots 1-4, Block A, and Lots 1-10, Block B, and Lots 1 and 2, Block C, and Lot 1, Block D, all in Vitality Village Subdivision, a Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2, Block D, Vitality Village Addition to the City of Columbus, Platte County, Nebraska; AND

Lots 1-7, Block A, and Lots 1-8, Block C, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska.

**EXHIBIT B**

**Plat**

(See Attached)

This plat was prepared at the request of the City of Columbus, Columbus NE

FIELD NOTES

SW Corner SE1/4 Sec. 20 T17N R1E: Found 5/8" iron bar with aluminum cap in monument well in 8th Street as recorded on survey by Thomas A. Tremel, LS #455, dated August 20, 1996.

SW Corner SE1/4 SE1/4 Sec. 20 T17N R1E: Found star drill hole in concrete on the northeast side of monument well as recorded on survey by Joseph J. Vetic, LS #500, dated August 22, 1998.

SE Corner SE1/4 Sec. 20 T17N R1E: Found aluminum cap in concrete as recorded on survey by Thomas A. Tremel, L.S. #455 dated February 27, 2001.

At "A" found 1" iron pipe as recorded on survey by Joseph J. Vetic, LS #500, dated August 22, 1998. At "B", "E", "F", "G", "H", "J", "K", "L", "M", "N", "O", "Q", "R", and "S" found 5/8" iron bar with survey cap as recorded on the final plat of Vitality Village Addition by myself, Brian D. Benck, LS #536, dated April 5th, 2024.

LEGAL DESCRIPTION

Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2 Block D, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska, along with that part of 9th Street and Progress Drive abutting said Lots, all of which is more particularly described as follows:

Beginning at the Southwest corner Lot 13, Block C, Vitality Village Addition to the City of Columbus, Platte County, Nebraska, and assuming the West line of said Lot 13 to have a bearing of N 01°23'12" W; thence N 01°23'12" W, and on said West line 158.30 feet, to the Northwest corner said Lot 13; thence N 88°27'07" E, and on the North line said Lot 13, 0.24 feet to the Southwest corner Lot 9, said Block C; thence N 01°32'03" W, and on the West line said Lot 9, 103.00 feet to the Northwest corner said Lot 9, said point also being on the South line 9th Street; thence N 88°39'42" E, and on the South line 9th Street, 180.31 feet; thence N 01°32'03" W, 60.00 feet to a point on the North line 9th Street; thence S 88°27'07" W, and on the North line 9th Street, 531.31 feet; thence N 46°32'27" W, 14.14 feet to a point on the East line 9th Avenue; thence N 01°32'03" W, and on said East line 9th Avenue, 197.94 feet; thence N 43°33'49" E, 14.12 feet to a point on the South line Progress Drive; thence N 88°39'42" E, and on the South line said Progress Drive, 513.31 feet; thence N 01°32'03" W, 60.00 feet, to a point on the North line Progress Drive; thence S 88°39'42" W, and on the North line said Progress Drive, 583.30 feet to a point on the West line 9th Avenue; thence S 01°32'03" W, and on West line said 9th Avenue, 32.00 feet to the Northeast corner Lot 7, Block A, said Addition; thence S 88°39'42" W, and on the North line said Lot 7, 110.00 feet to the Northwest corner said Lot 7, said point also being on the West line SW1/4 SE1/4 Section 20, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska; thence N 01°32'03" W, and on said West line, 125.00 feet; thence N 88°39'42" E, 1080.22 feet to a point on the Southwesterly Right of Way Line of the Abandoned C.B. & Q. Rail Road; thence S 61°14'47" E, and on said Southwesterly line, 947.08 feet to the Northwest corner Lot 1, Eighth Street Fire Station Subdivision to the City of Columbus, Platte County, Nebraska; thence S 01°29'33" E, and on the West line said Lot 1, 212.17 feet to a point on the North line 8th Street, said point being 40.00 feet north of the South line SE1/4 SE1/4 said Section 20; thence S 88°30'21" W, and on said North line 572.87 feet; thence S 88°29'35" W, and on said North line 812.65 feet to the Point of Beginning, containing 19.84 acres more or less.

FINAL PLAT

VITALITY VILLAGE SUBDIVISION

A Subdivision of Lots 8-11, Block A, and Lots 1-12, Block B, and Lots 9-13, Block C, and Lots 1 and 2 Block D, all in Vitality Village Addition to the City of Columbus, Platte County, Nebraska, along with that part of 9th Street and Progress Drive abutting said Lots.

PLANNING COMMISSION STATE OF NEBRASKA ) COUNTY OF PLATTE ) SS CITY OF COLUMBUS )

This plat of VITALITY VILLAGE SUBDIVISION to the City of Columbus, Platte County, Nebraska, approved by the Planning Commission this 13 day of May, 2024.

Chairman

CITY COUNCIL STATE OF NEBRASKA ) COUNTY OF PLATTE ) SS CITY OF COLUMBUS )

The foregoing plat approved by the City Council of Columbus, Nebraska, by Resolution No. 224-69, duly passed by the City Council on the 20 day of May, 2024.

Attest:

City Clerk Mayor

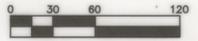
SCHOOL DISTRICT

STATE OF NEBRASKA ) COUNTY OF PLATTE ) SS

The above plat approved by Columbus School District No. 71-0001, Platte County, Nebraska

Attest:

School Superintendent



LEGEND

- Monument Found
Set 5/8" x 30" I.B. with Survey Cap
Calculated Point (See Note Below)
Recorded Distance
Measured Distance
Easement Line

NOTE: Property corners from Vitality Village Addition had not been set at the time of this survey; therefore, the calculated corners on this plat will not be set as referenced on the Final Plat of Vitality Addition



OWNER: Nels Johnson 22355 Pine Hill Dr. Gretna, NE 68028

ENGINEER: Richard J. Bogus City of Columbus 2500 14th Street Columbus, NE 68602

SURVEYOR: Brian D. Benck City of Columbus 2500 14th Street Columbus, NE 68602

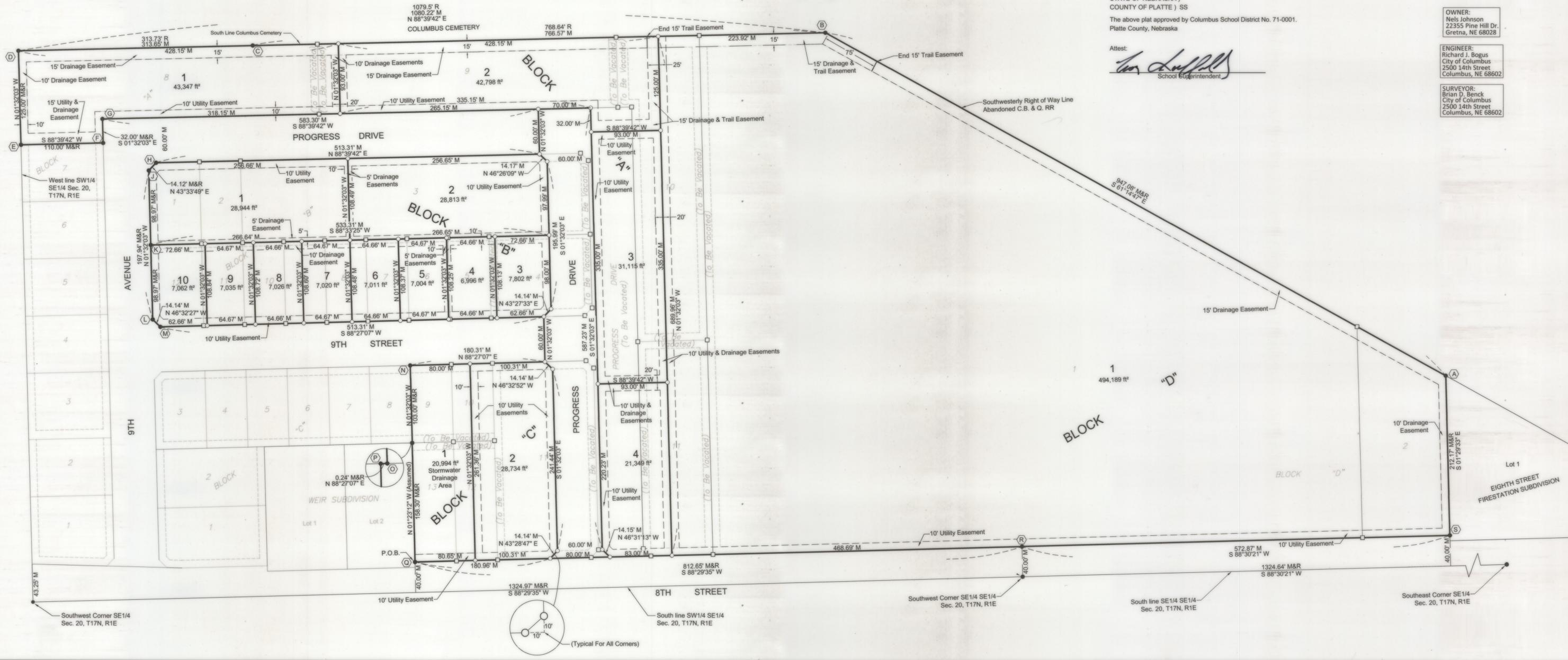
SURVEYOR'S CERTIFICATE

STATE OF NEBRASKA ) COUNTY OF PLATTE ) SS CITY OF COLUMBUS )

I, Brian D. Benck, Nebraska Registered Land Surveyor No. 536, duly registered under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveys in Nebraska in effect at the time of this survey.

Brian D. Benck Date: 5/19/24

Brian D. Benck, Nebraska L.S. #536



**EXHIBIT C-1**

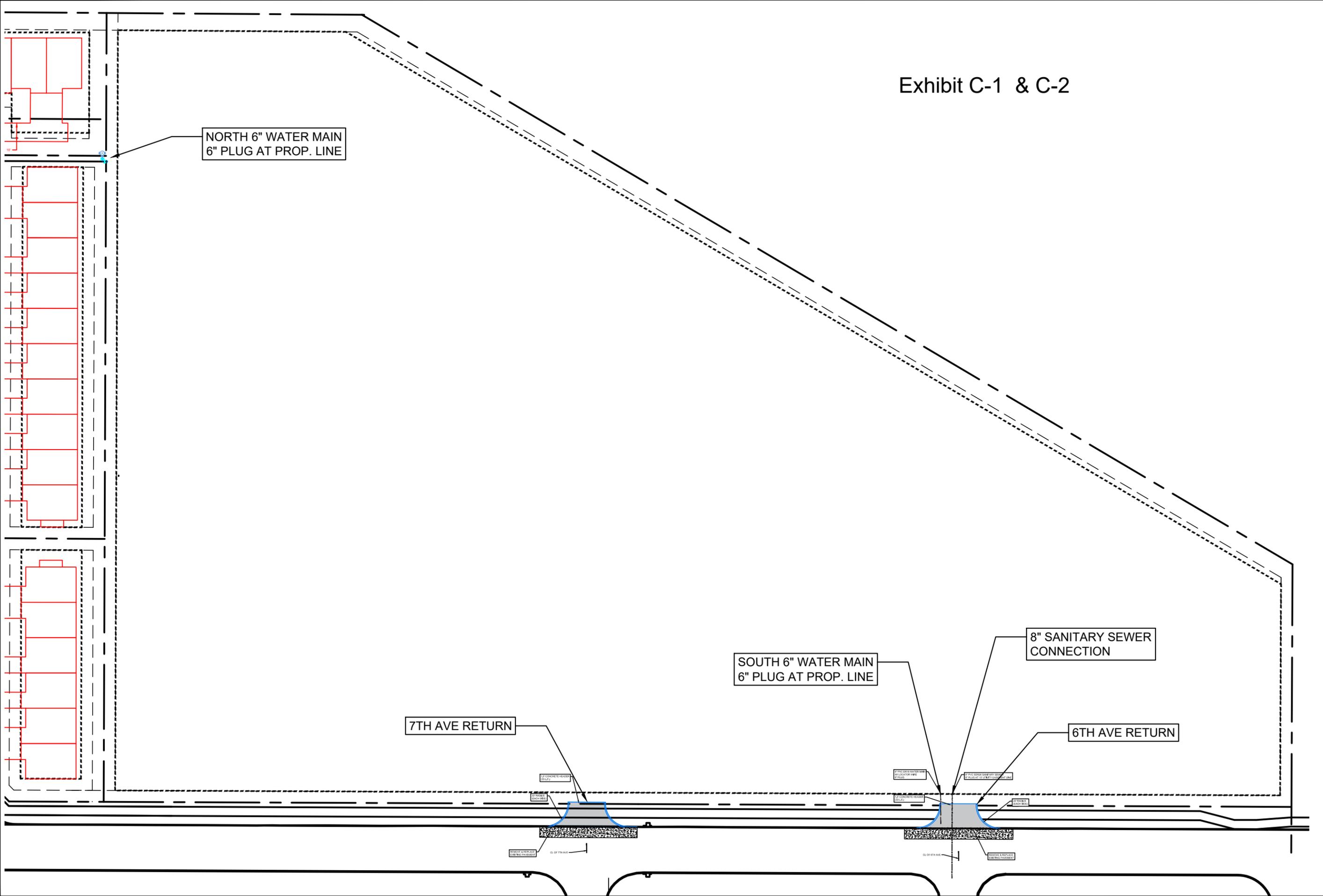
(See Attached)

**EXHIBIT C-2**

(See Attached)

6435328.3

FILE SIZE: 15.14 MB  
FILE NAME: VITALITY VILLAGE SUBDIVISION DESIGN\_HOUSES.DWG  
PLOT SIZE: ANSI Full Sheet B (11.00 X 17.00 inches) Landscape  
PLOT DATE: Thursday, July 13, 2023 4:49:25 PM  
DRAWING LOCATION: U:\A\PROJECTS\CITY DESIGNED SUBDIVISIONS\2023\2024\DRAWING\VITALITY VILLAGE SUBDIVISION DESIGN\_HOUSES.DWG  
LAST SAVED: Friday, May 10, 2024 10:29:12 AM  
LAST EDITOR: BRADEN LABENZ



# Exhibit C-1 & C-2

VITALITY VILLAGE SUBDIVISION & COMMUNITY BUILDING SOUTH PARKING LOT BUILDERS SITE LAYOUT

DRN BY: BEL  
DATE: 5/10/2024  
PROJ: \_\_\_\_\_

Nebraska 811  
Know what's below. 811 before you dig.

SHEET BE-2

NO SCALE

↑

THE CITY OF COLUMBUS NEBRASKA ENGINEERING DEPARTMENT

2500 14TH STREET  
P.O. BOX 1677  
COLUMBUS, NE 68602-1677  
(402) 562-4309

**EXHIBIT D**

**Infrastructure Plans**

(See Attached)

The City of **Columbus**  
NEBRASKA

**VITALITY VILLAGE SUBDIVISION &  
COMMUNITY BUILDING SOUTH PARKING LOT  
COLUMBUS, NEBRASKA**

ADDENDUM NO. 1

SCHEDULE OF DRAWINGS	
C-1	COVERSHEET
G-1 - G-3	GENERAL SHEETS
GR-1	GRADING PLAN PROJECT A
R-1	REMOVAL SHEET PROJECT A
SD-1 - SD-23	PLAN & PROFILE SHEETS PROJECT A
TC-1	TRAFFIC CONTROL SHEET PROJECT B
EX-1	EXISTING CONDITIONS SHEET PROJECT B
R-2	REMOVAL SHEET PROJECT B
SD-24	PLAN SHEET PROJECT B
J-1	JOINTING PLAN PROJECT B
D-1 - D-6	DETAIL SHEETS



I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NEBRASKA.

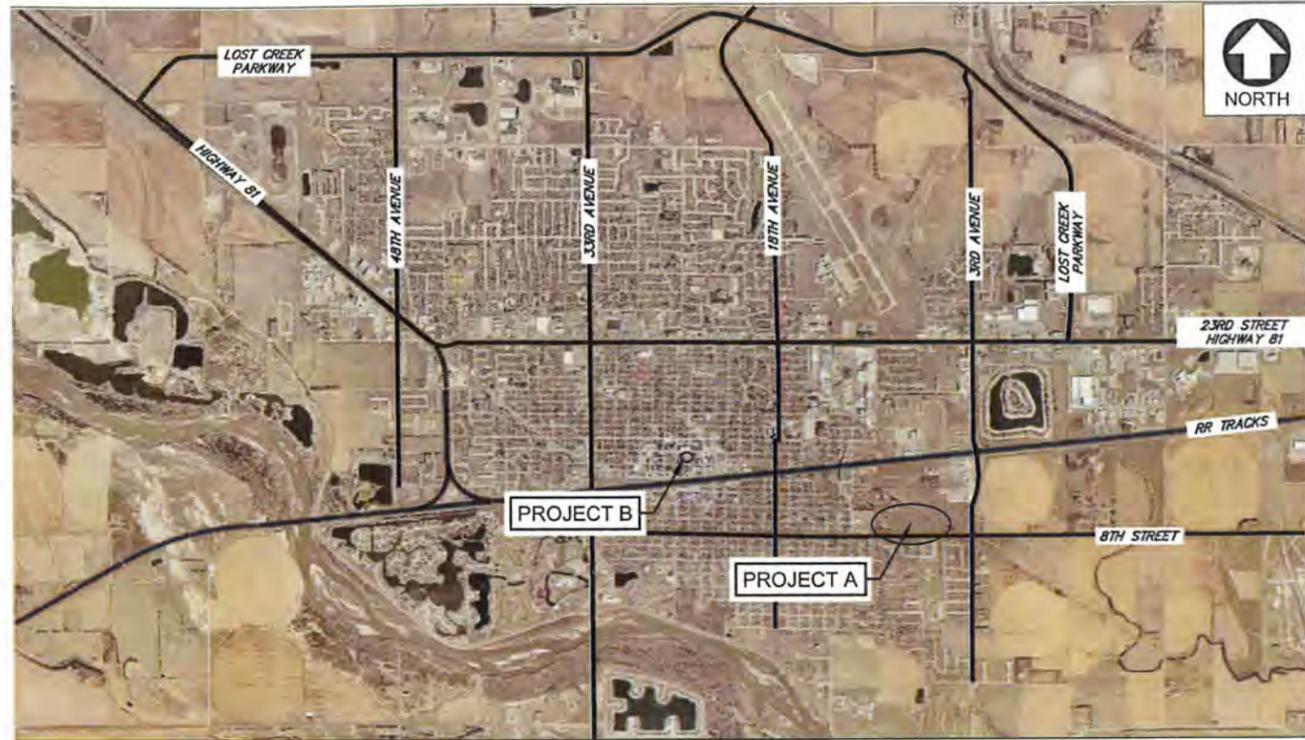
*Richard J. Bogus*  
RICHARD J. BOGUS, NEBR. P.E. NO. E-8255

15.52 MB VITALITY VILLAGE SUBDIVISION DESIGN\_ADDENDUM NO. 1.DWG  
 FILE SIZE: 15.52 MB  
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 Landscape  
 Ledge 1:1  
 Tuesday, January 05, 2016 2:35:46 PM  
 PLOT SIZE: 11x17  
 PLOT SCALE: 1/8"=1'-0"  
 PLOT DATE: 1/5/16 2:35:46 PM  
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 LAST SAVED: 1/5/16 2:35:46 PM  
 LAST EDITOR: JON LOVELL

# VITALITY VILLAGE SUBDIVISION & COMMUNITY BUILDING SOUTH PARKING LOT ADDENDUM NO.1

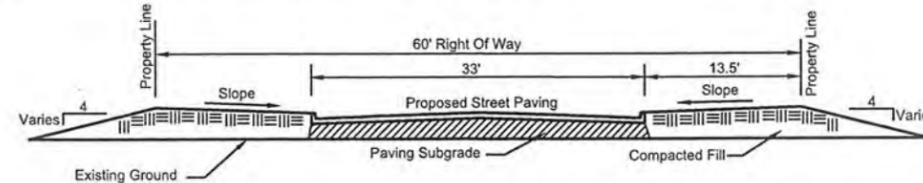
## GENERAL NOTES

- ACCESS TO THE ADJACENT PROPERTIES SHALL BE MAINTAINED DURING THE ENTIRE CONSTRUCTION PERIOD.
- ALL BORROW MATERIAL IS TO BE OBTAINED FROM AREAS PROVIDED BY THE CONTRACTOR, TESTED BY AN INDEPENDENT TESTING LAB, AND APPROVED BY THE OWNER AND THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING TESTS ON PAVEMENT, AND ALL RESULTS ARE TO BE APPROVED BY THE CITY ENGINEER. TESTS SAMPLES SHOULD BE OBTAINED FOR EVERY 300 YARDS, AND ALL BATCHES SHOULD BE SLUMP TESTED PRIOR TO POURING.
- THE CONTRACTOR SHALL REPAIR ALL SHOULDERS AND DITCHES ALONG THE STREETS DISTURBED DURING CONSTRUCTION. FINAL REPAIRS SHALL MEET ALL OF THE REQUIREMENTS OF CITY AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
- THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR IS TO VERIFY THE LOCATION AND ELEVATION OF PRIVATE AND PUBLIC UTILITIES PRIOR TO COMMENCING CONSTRUCTION WORK AND SHALL USE EXTREME CAUTION IN WORKING OVER AND AROUND ALL UTILITIES. THE CONTRACTORS SHALL CONTACT DIGGER'S HOTLINE OF NEBRASKA PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE CONSTRUCTION SCHEDULE WITH THE SCHEDULE OF THE LOCAL UTILITY COMPANIES WHEN UTILITIES NEED TO BE RELOCATED.
- ALL WORK REQUIRED TO BE PERFORMED IN ORDER TO CONSTRUCT THE PROJECT, WHICH IS NOT SPECIFICALLY DESIGNATED AS A BID ITEM IN THE BID, IS CONSIDERED TO BE INCIDENTAL WORK.
- THE CONTRACTOR IS REQUIRED TO SUBMIT TO THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY A NOTICE OF INTENT AT LEAST FOURTEEN DAYS PRIOR TO ANY SOIL DISTURBANCE 1 ACRE OR GREATER CONNECTED WITH GRADING. IT IS THE OBLIGATION OF THE CONTRACTOR TO DEVELOP A STORM WATER POLLUTION PREVENTION PLAN AND TO HAVE THAT PLAN ON SITE AND IN VIEW THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. THE SWPPP MUST BE APPROVED BY THE MS4 COORDINATOR AND THE CITY ENGINEER OF THE CITY OF COLUMBUS. ALL BMP'S MUST BE MAINTAINED ON A DAILY BASIS, AND ARE SUBJECT TO INSPECTION OF THE MS4 COORDINATOR WITHOUT NOTICE.
- ONE WEEK NOTIFICATION OF THE CITY ENGINEER IS REQUIRED PRIOR TO CONCRETE REMOVAL AT EACH LOCATION TO ALLOW SUFFICIENT TIME TO NOTIFY CITIZENS OF WORK TO BE DONE WITHIN A CITY BLOCK OF THE CITIZEN'S RESIDENCE OR PLACE OF BUSINESS. FAILURE TO DO SO MAY DELAY THE SCHEDULED WORK.
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING, CONFIGURING AND MAINTAINING TRAFFIC CONTROL AND BARRICADING. LOCAL TRAFFIC MUST BE MAINTAINED DURING CONSTRUCTION, AND WORK WILL PROCEED AS TO MAINTAIN ACCESS TO RESIDENT DRIVE APRONS. IF APRON CLOSURE IS NECESSARY, CONTRACTOR WILL NOTIFY RESIDENT 48 HOURS PRIOR TO CLOSURE. IF ROAD CLOSURE IS NECESSARY, THE CONTRACTOR SHALL GIVE THE CITY ENGINEER A ONE WEEK NOTICE IN ORDER TO ALERT THE PUBLIC. THE PAYMENT WILL BE LUMP SUM FOR ENTIRE BID.

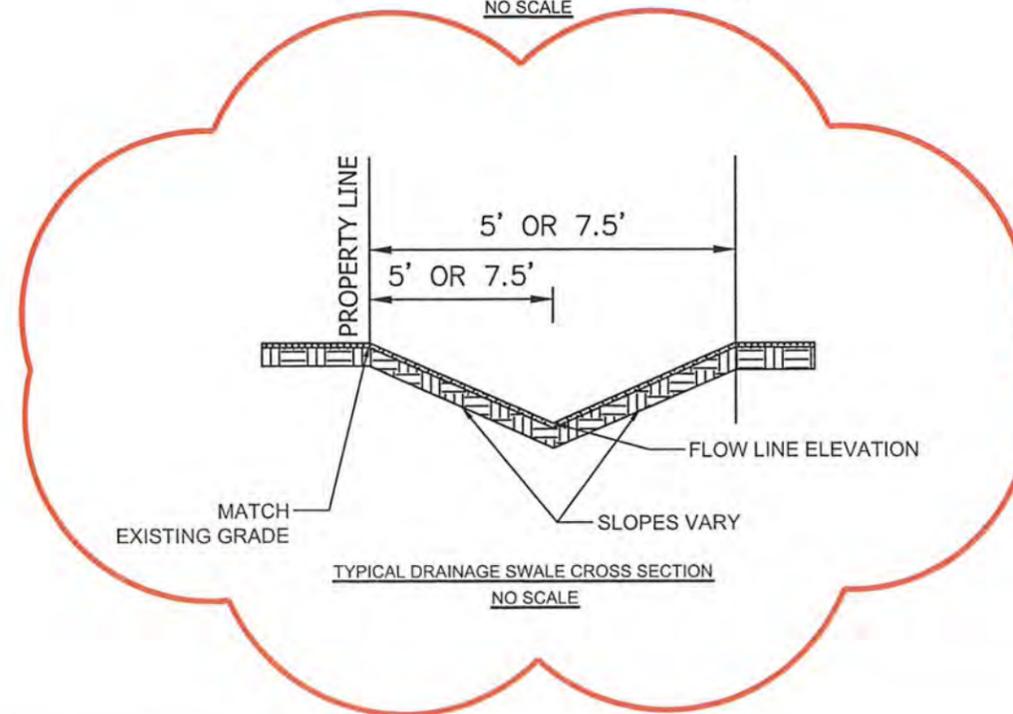


**SITE LOCATIONS**

**PROJECT A: VITALITY VILLAGE SUBDIVISION**  
**PROJECT B: COMMUNITY BUILDING SOUTH PARKING LOT**



**TYPICAL STREET EMBANKMENT CROSS SECTION**  
**NO SCALE**



**TYPICAL DRAINAGE SWALE CROSS SECTION**  
**NO SCALE**

### LINETYPE LEGEND

	PROPERTY LINE
	JOINTING
	EROSION CONTROL SILT FENCE
	EDGE OF WATER
	FENCE - BARB WIRE
	FENCE - CHAIN LINK
	FENCE - VINYL, ETC.
	ELEVATION CONTOURS
	CENTERLINE
	WATERLINE
	CABLE LINE
	GAS LINE
	SANITARY SEWER LINE
	STORM WATER LINE
	TELEPHONE LINE
	TV LINE
	UNDERGROUND POWER LINE
	OVERHEAD POWER LINE
	PROPOSED BACK OF CURB
	FLOW LINE

### SYMBOL LEGEND

	TREE		GUY WIRE
	MANHOLE		BENCHMARK
	SIGN		LIGHT POLE
	INLET		MAILBOX
	STORM PIPE		ELECTRICAL BOX
	FLARED END SECTION		WELL
	POWER POLE		WATER SHUT OFF
	CULVERT		IRON PIN
	WATER VALVE		GAS VALVE
	FIRE HYDRANT		SECTION CORNER
	SHRUB / BUSH		
	STUMP		

### HATCHING LEGEND

	EXISTING CONCRETE		EXISTING ASPHALT
	PROPOSED 8" CONCRETE		GRAVEL SUBGRADE
	PROPOSED 8" CONCRETE		TRUNCATED DOMES
	SEED AND SOD DISTURBED AREAS		REMOVE AND REPLACE 2" HEADER
	EASEMENT		REMOVE AND REPLACE 2" LUG TYPICAL
	EROSION CONTROL MATTING		GRASS AREA



2500 14TH STREET  
P.O. BOX 1677  
COLUMBUS, NE 68602-1677  
(402) 562-4309

THE CITY OF  
**COLUMBUS**  
NEBRASKA  
ENGINEERING DEPARTMENT



**NO SCALE**

VITALITY VILLAGE SUBDIVISION  
& COMMUNITY BUILDING  
SOUTH PARKING LOT  
GENERAL SHEET

DRN BY: JML  
DATE: 5/9/2024  
PROJ:



ADDENDUM NO.1

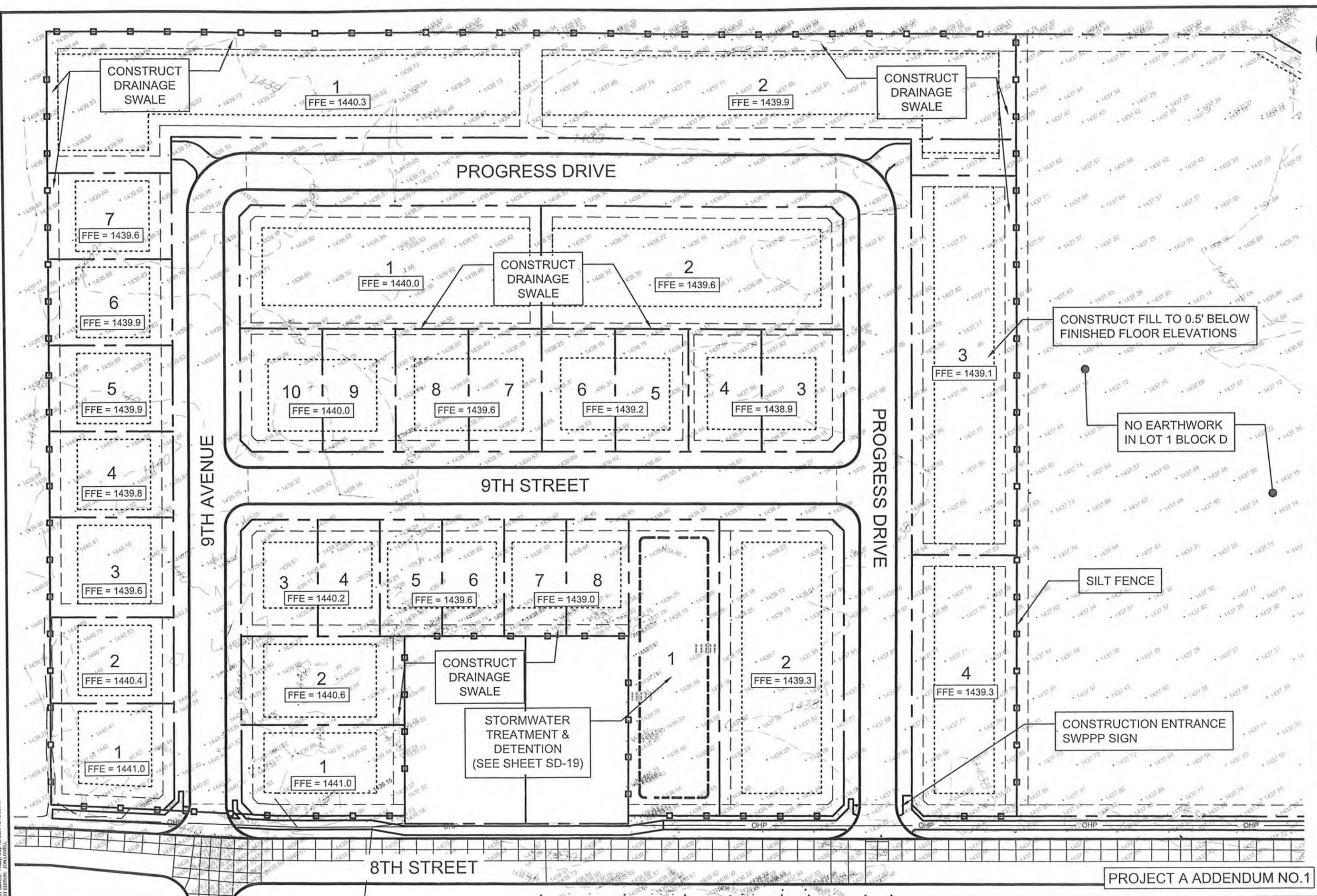
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LAST SAVED: Friday, May 10, 2024 8:07:23 AM  
LAST EDITOR: JML/CJL





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STATE OF NEBRASKA  
COLUMBUS  
ENGINEERING DEPARTMENT



NO SCALE

VITALITY VILLAGE SUBDIVISION  
& COMMUNITY BUILDING  
SOUTH PARKING LOT  
OVERALL GRADING PLAN

DRN BY: JML  
DATE: 5/9/2024  
PROJ.:  
SHEET: GR-1

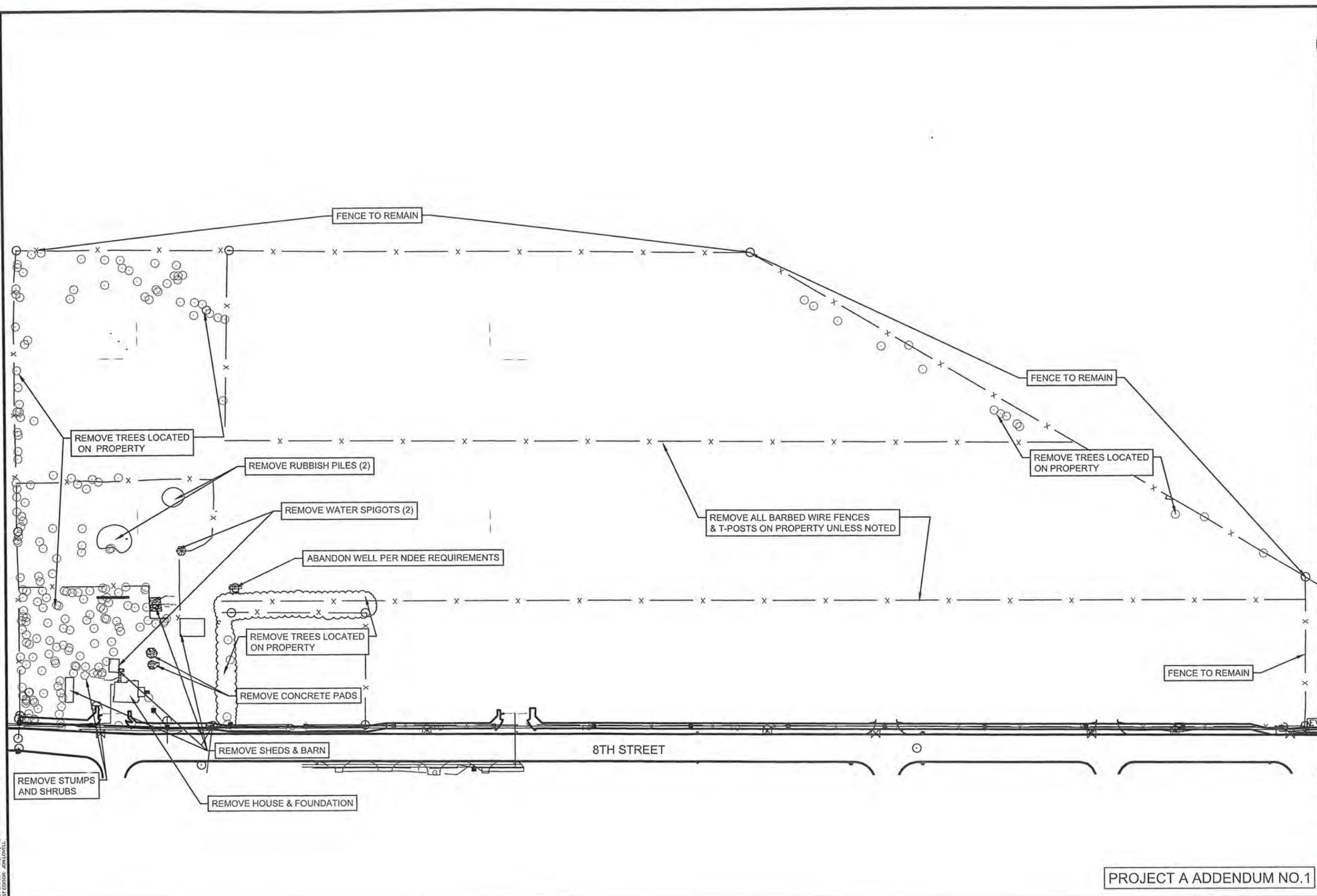


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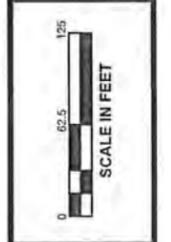
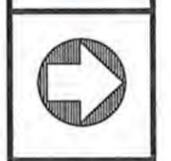
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LAST SAVED: Fri, May 10, 2024 10:15:53 AM  
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THE OFFICE OF  
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**NEBRASKA**  
ENGINEERING DEPARTMENT



VITALITY VILLAGE SUBDIVISION  
& COMMUNITY BUILDING SOUTH  
PARKING LOT  
SITE REMOVALS

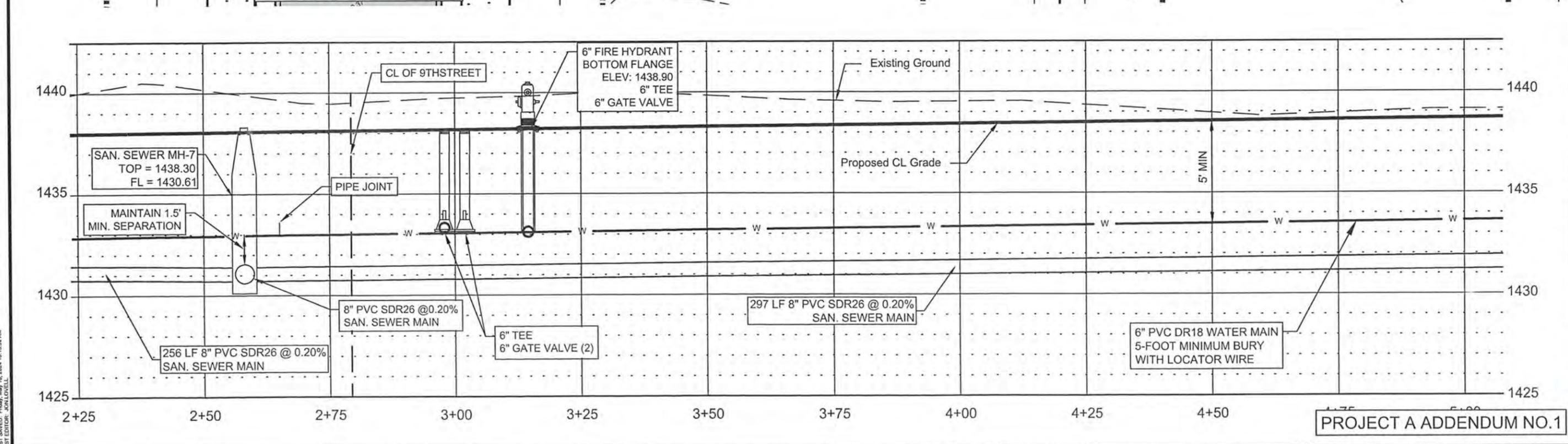
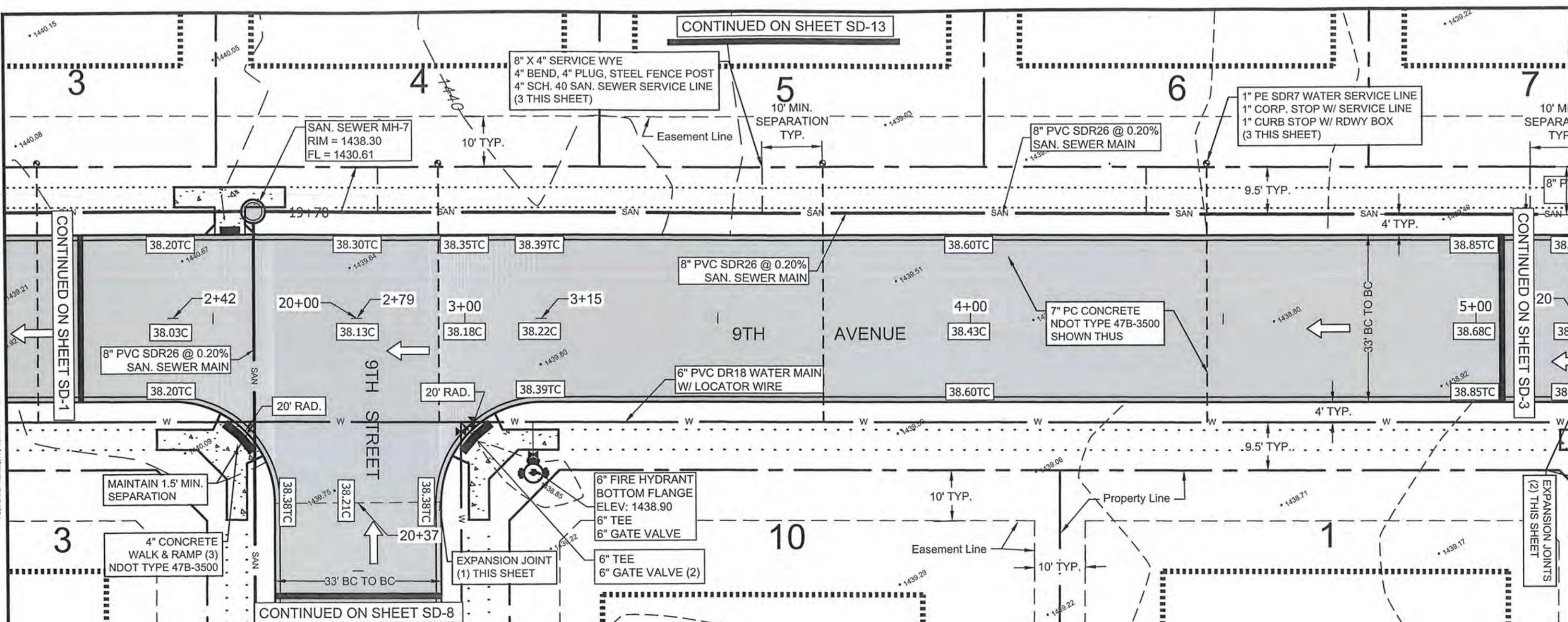
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PROJECT A ADDENDUM NO.1





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 LAST EDITOR: JON LOVELL



**PROFESSIONAL CIVIL ENGINEER**  
 J. M. LOVELL  
 E-8255  
 2500 14TH STREET  
 P.O. BOX 1877  
 COLUMBUS, NE 68602-1877  
 (402) 562-4309

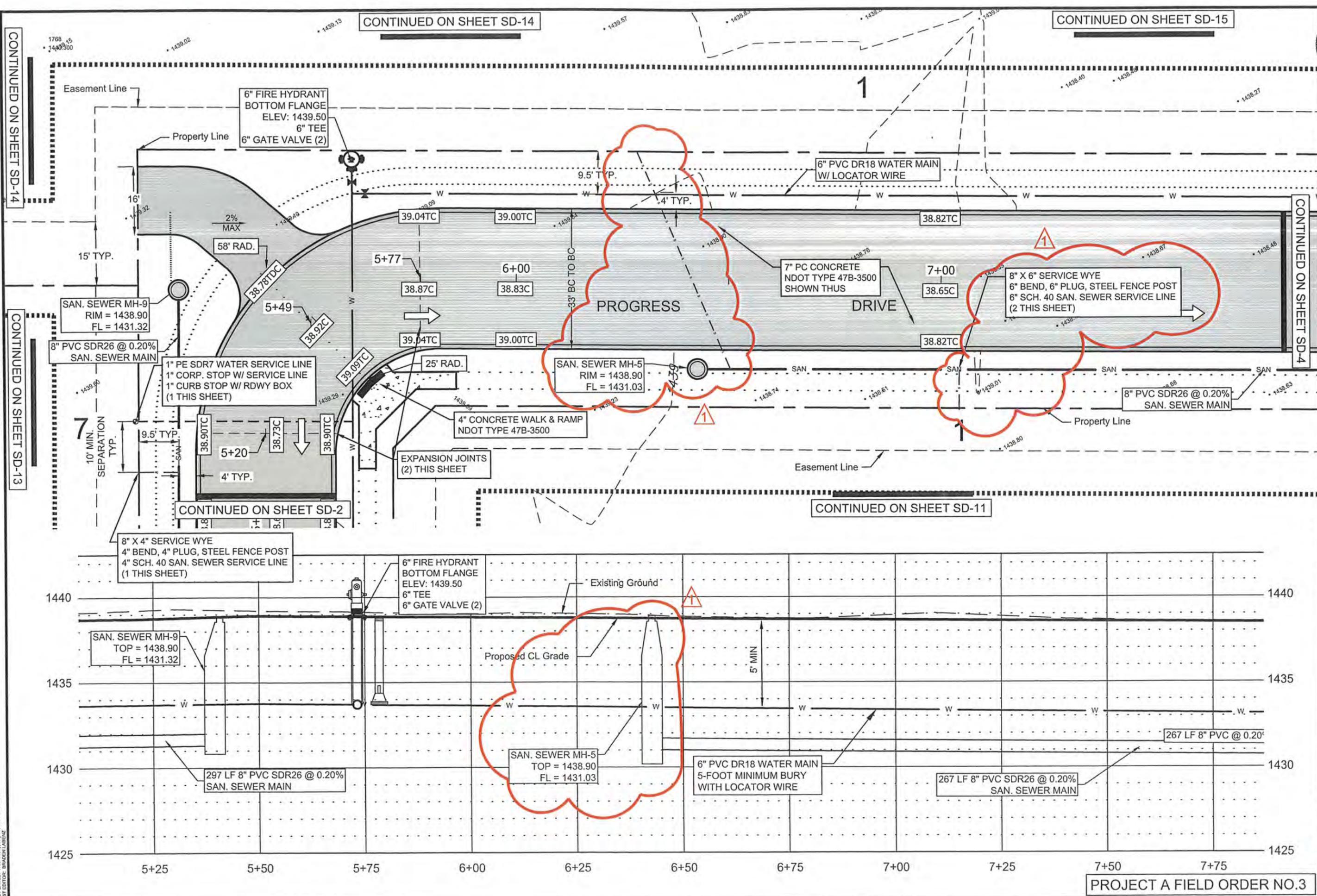
**COLUMBUS NEBRASKA**  
 ENGINEERING DEPARTMENT

**VITALITY VILLAGE SUBDIVISION & COMMUNITY BUILDING & SOUTH PARKING LOT**  
**PLAN & PROFILE SHEET**

DRN BY: JML  
 DATE: 5/9/2024  
 PROJ: PROJECT A ADDENDUM NO.1  
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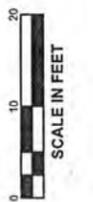
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CONTINUED ON SHEET SD-11



ADJUSTED LOCATION AND ELEVATION OF SEWER MANHOLE, PIPE, AND SERVICES

REVISIONS



VITALITY VILLAGE SUBDIVISION & COMMUNITY BUILDING SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

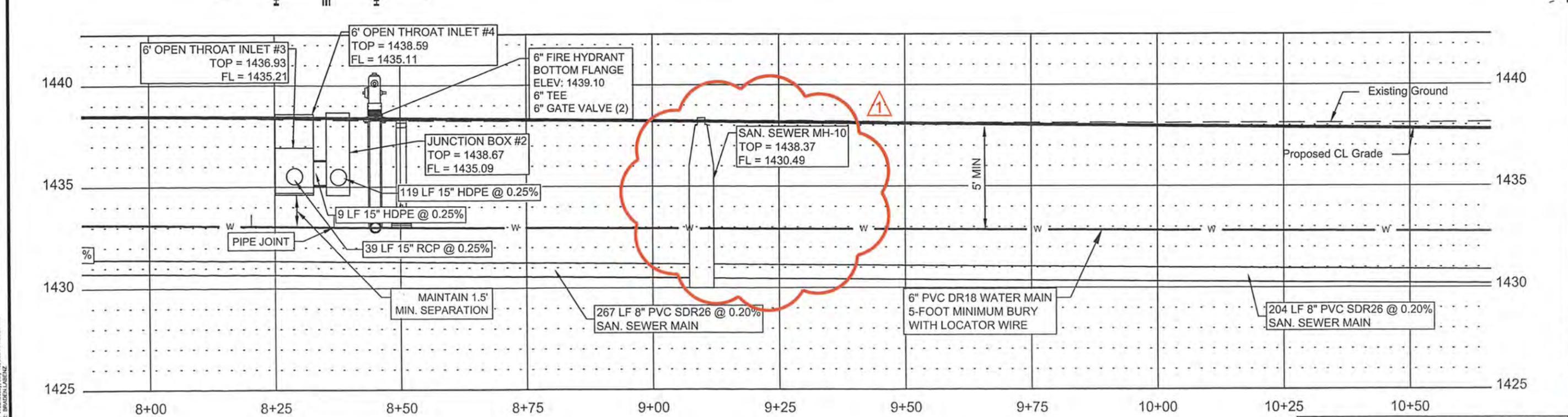
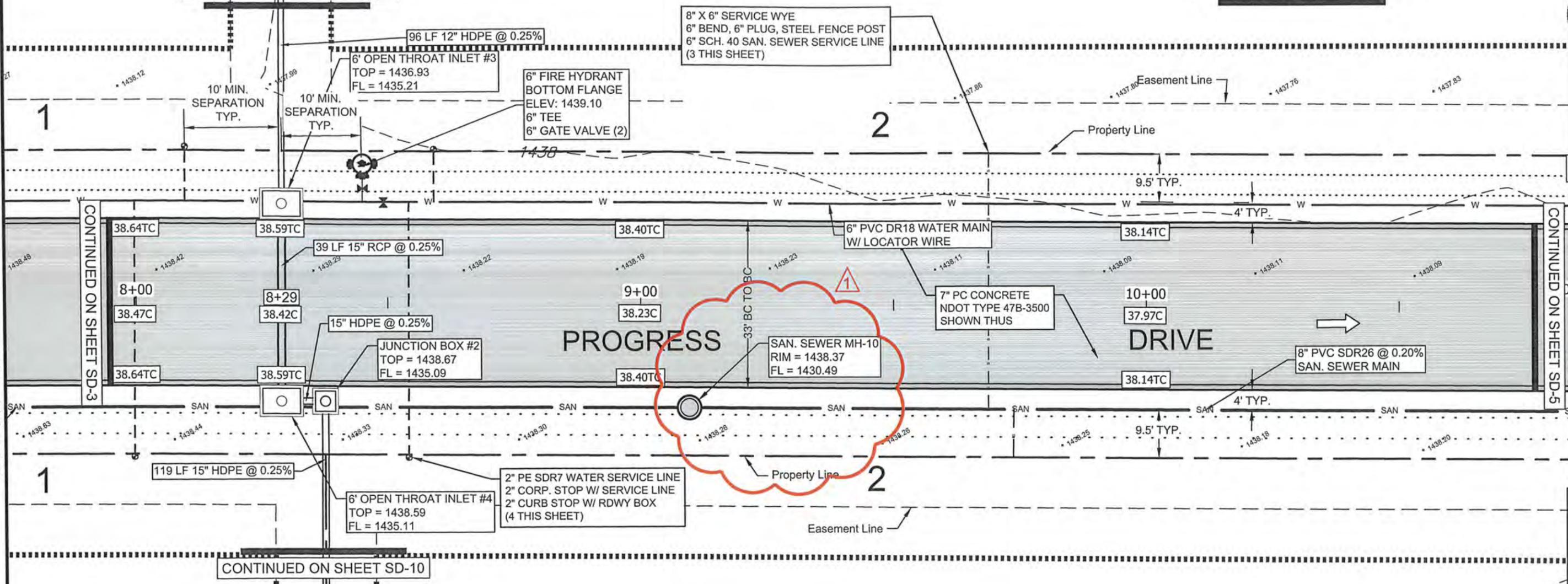
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CONTINUED ON SHEET SD-15

CONTINUED ON SHEET SD-16



ADDED MANHOLE 10

REVISIONS

SCALE IN FEET

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VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT

PLAN & PROFILE SHEET

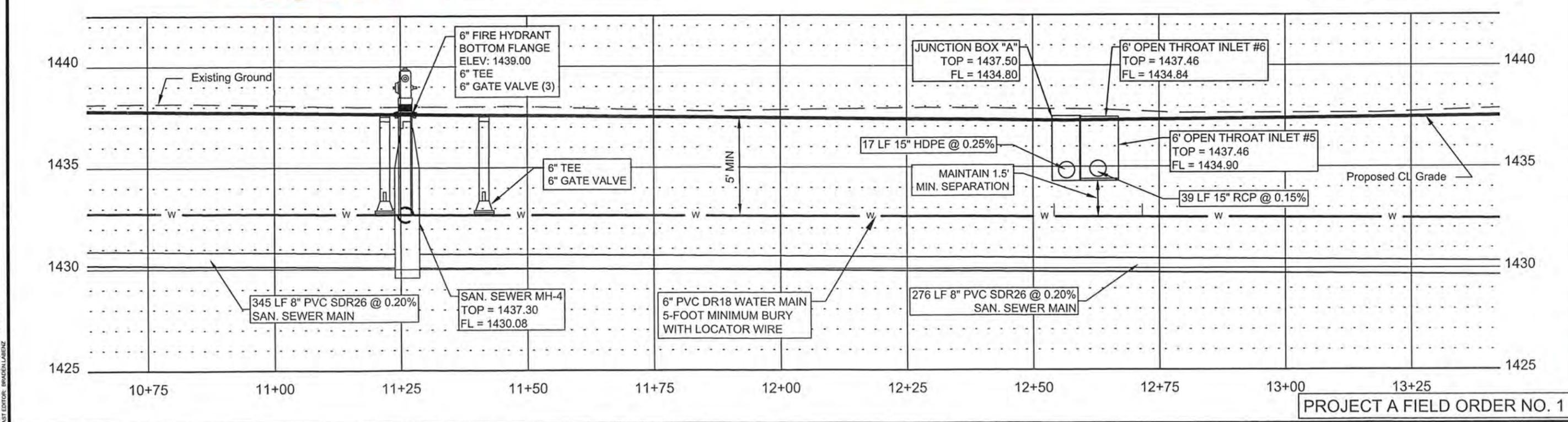
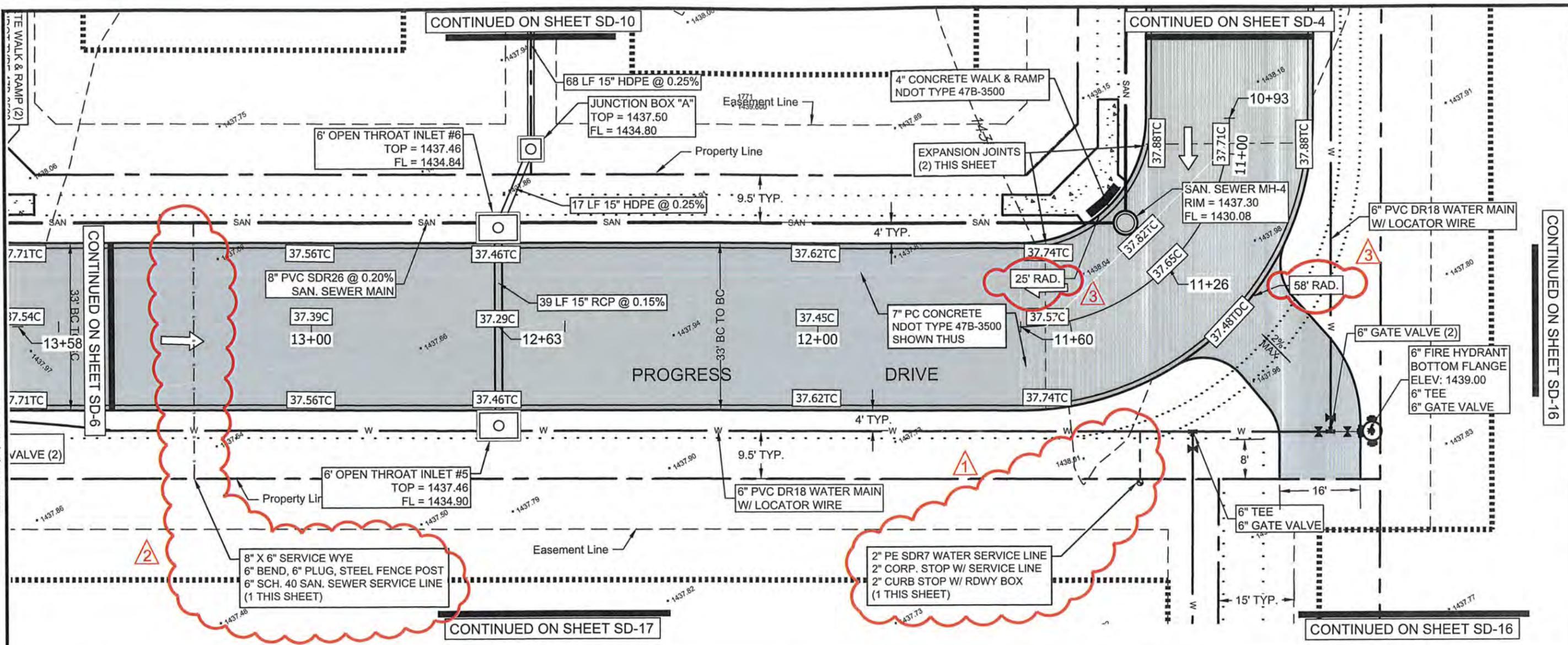
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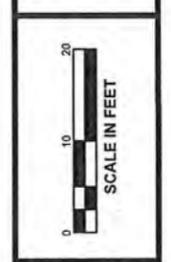
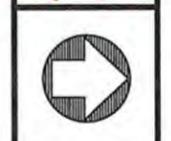
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ADJUST WATER SERVICE SIZE & LOCATION  
 ADJUST SANITARY SERVICE SIZE & LOCATION  
 ADJUST RADIUS

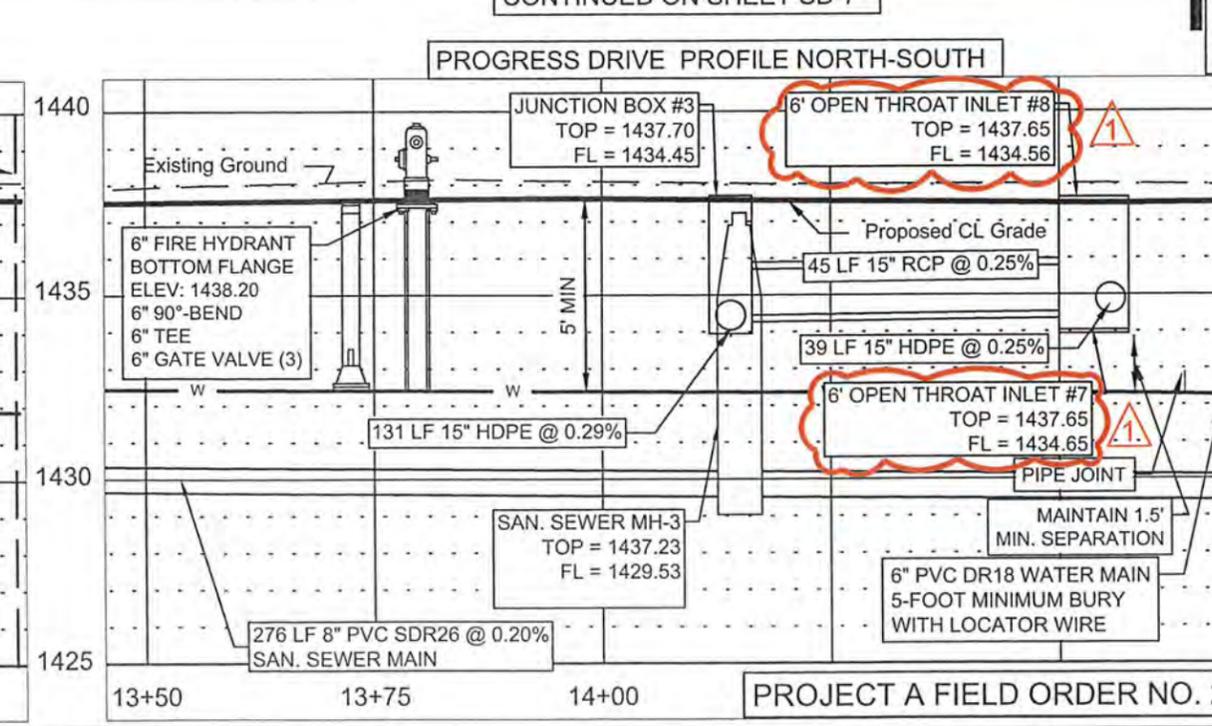
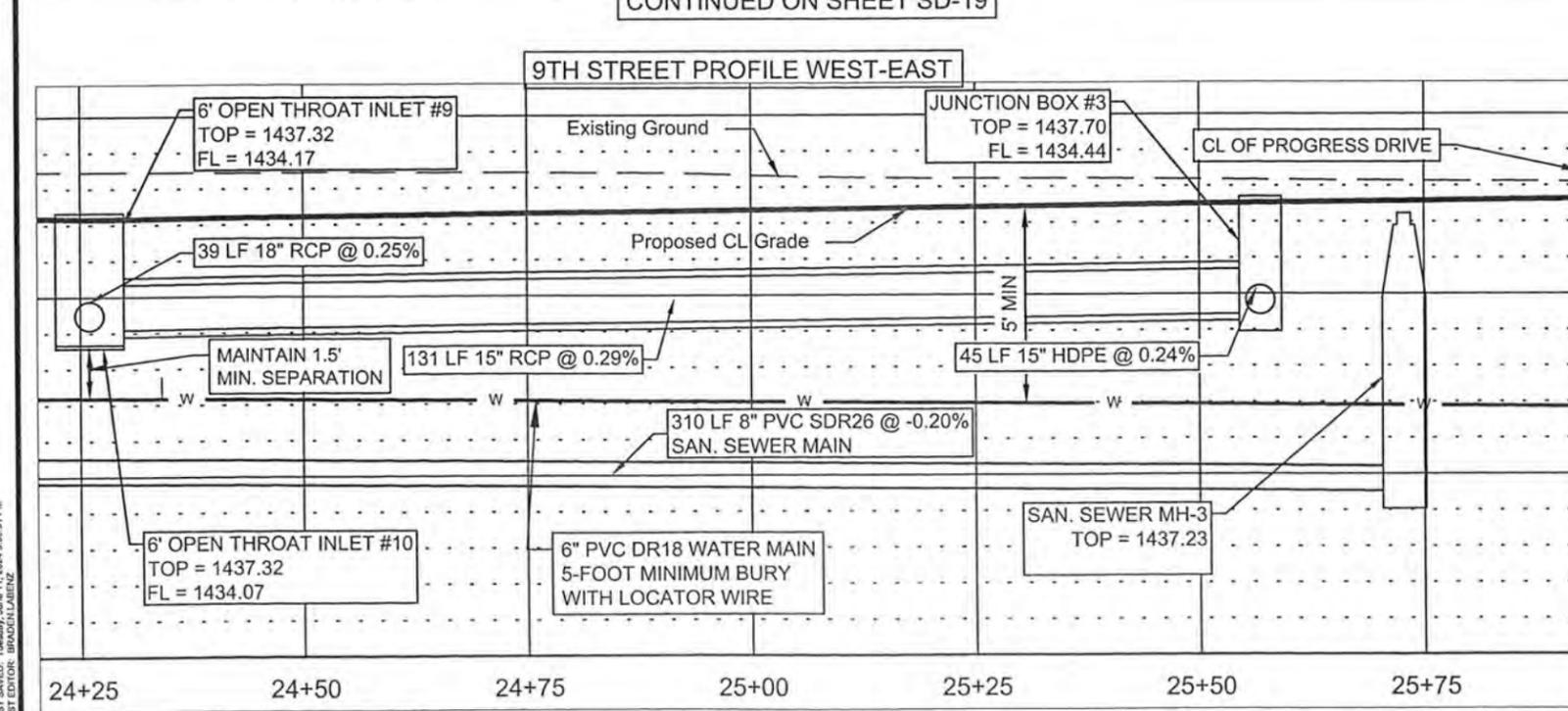
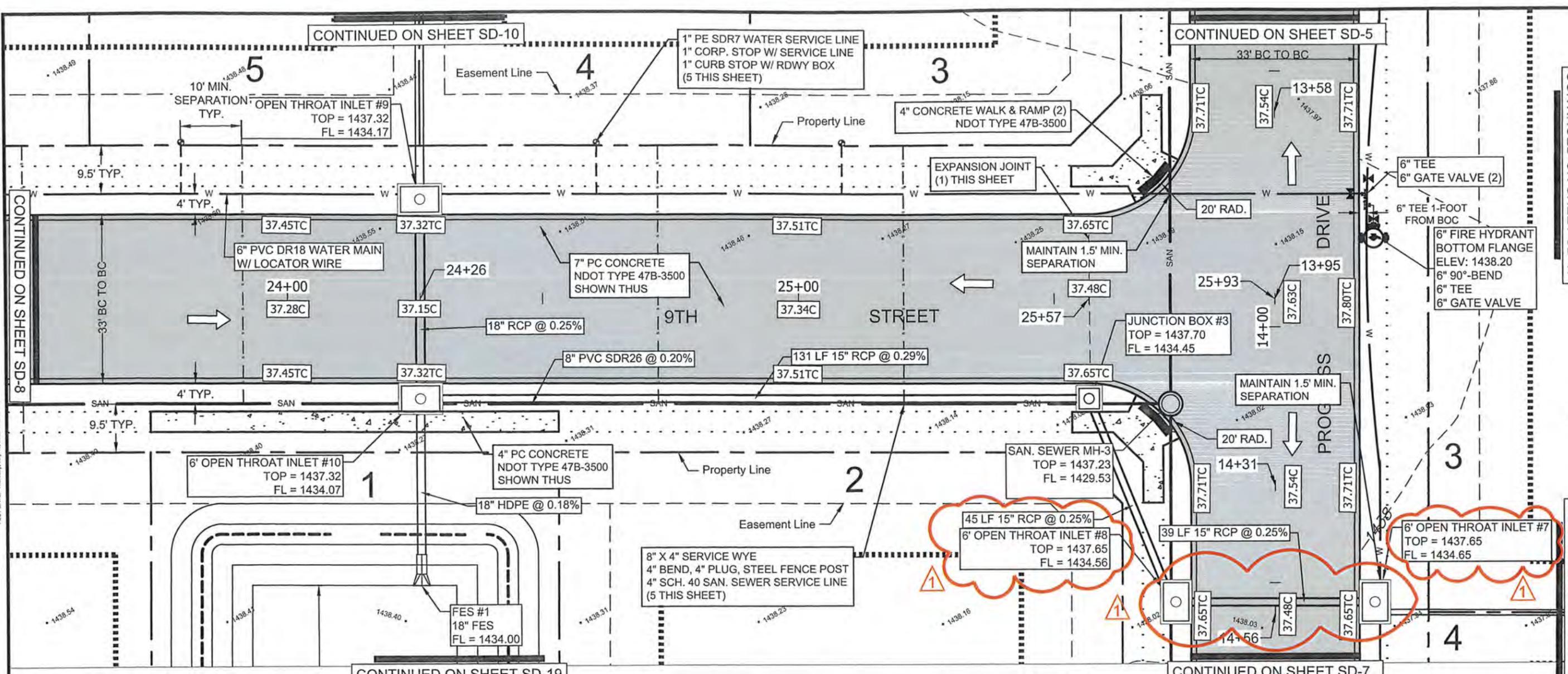


VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

DRN BY: JML  
 DATE: 5/9/2024  
 PROJ:  
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PROJECT A FIELD ORDER NO. 1

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VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT

PLAN & PROFILE SHEET

SD-6

PROJECT A FIELD ORDER NO. 2

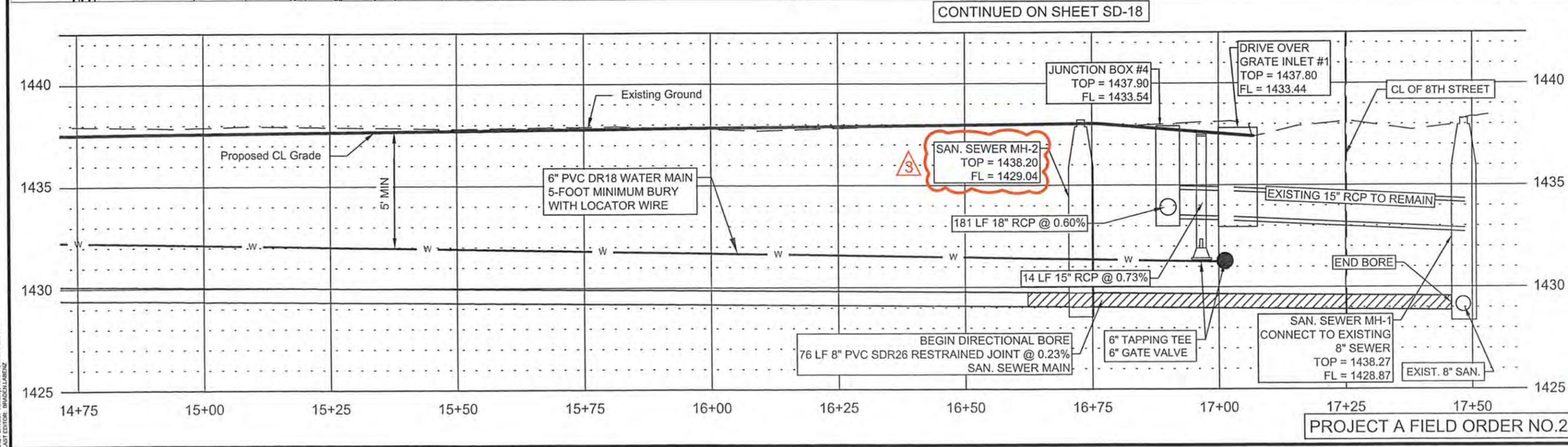
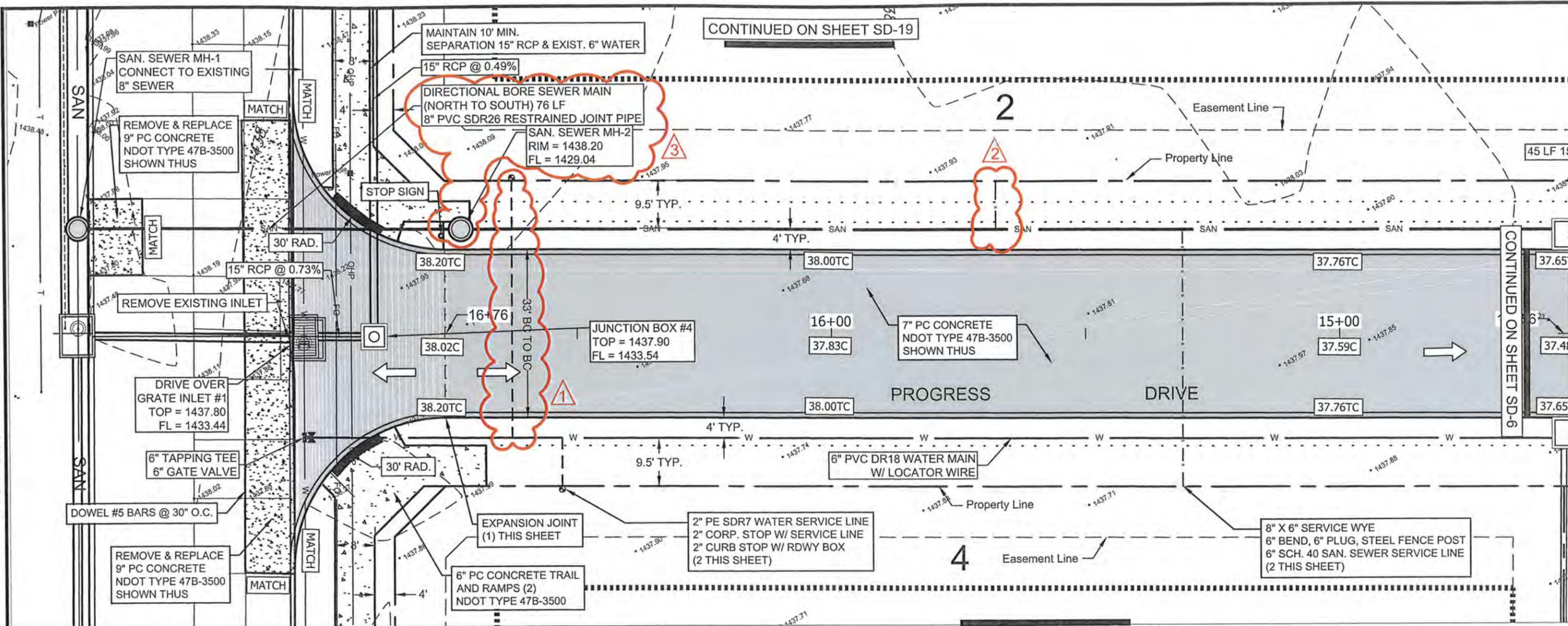
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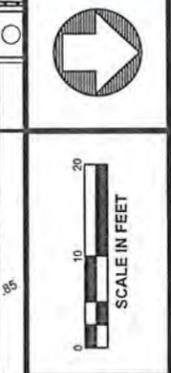
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 ADJUST SANITARY SERVICE LOCATION  
 ADJUST SANITARY MANHOLE LOCATION



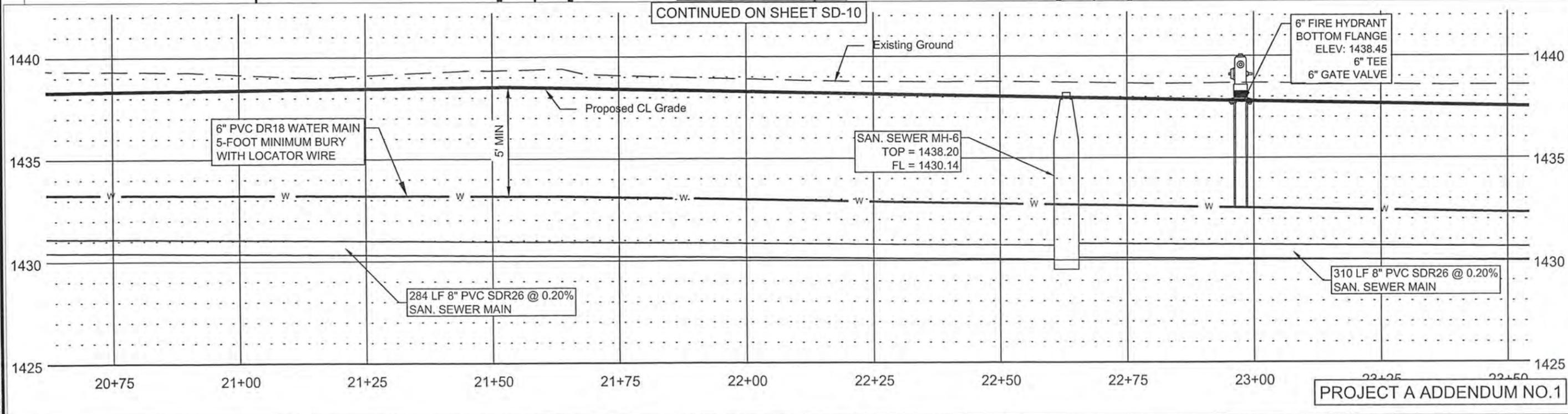
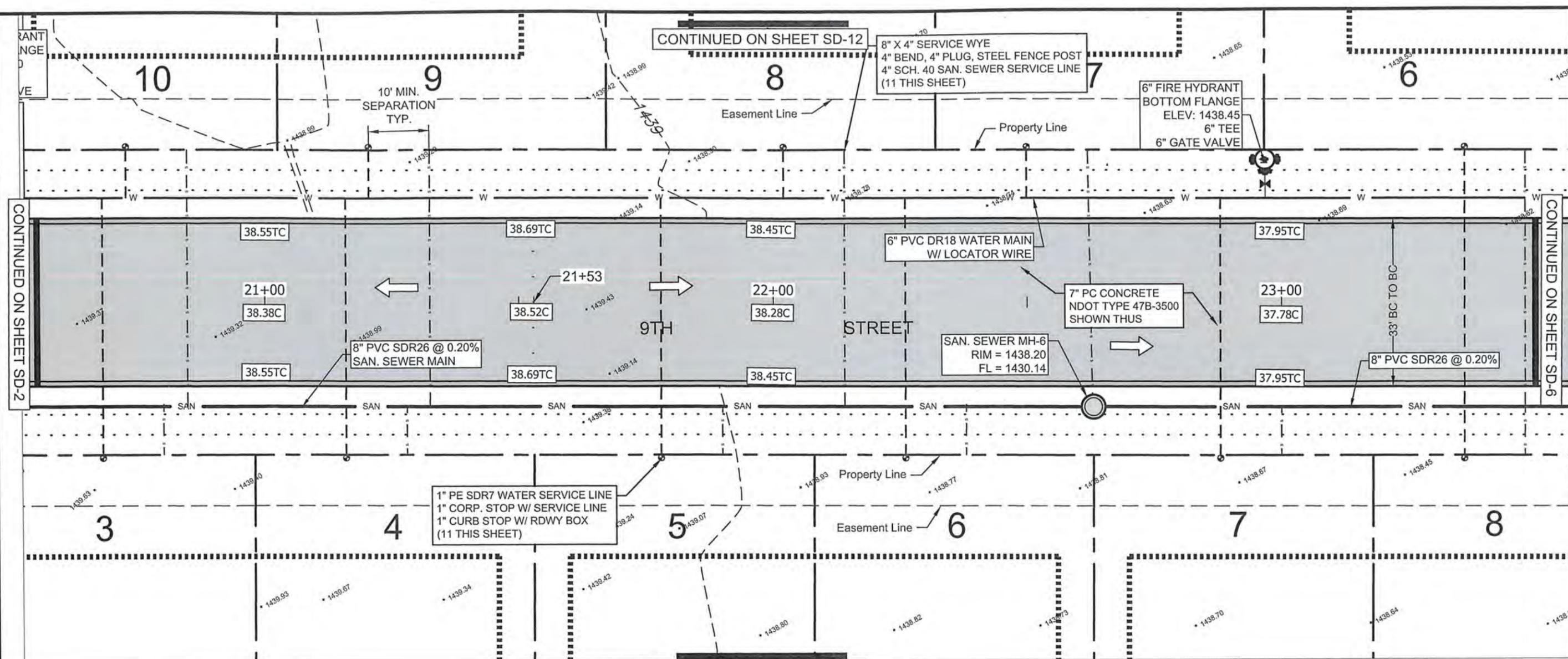
VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

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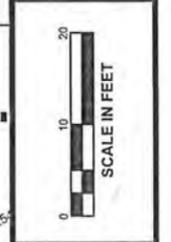
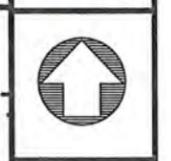
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LAST EDITOR: JOHN LOVELL



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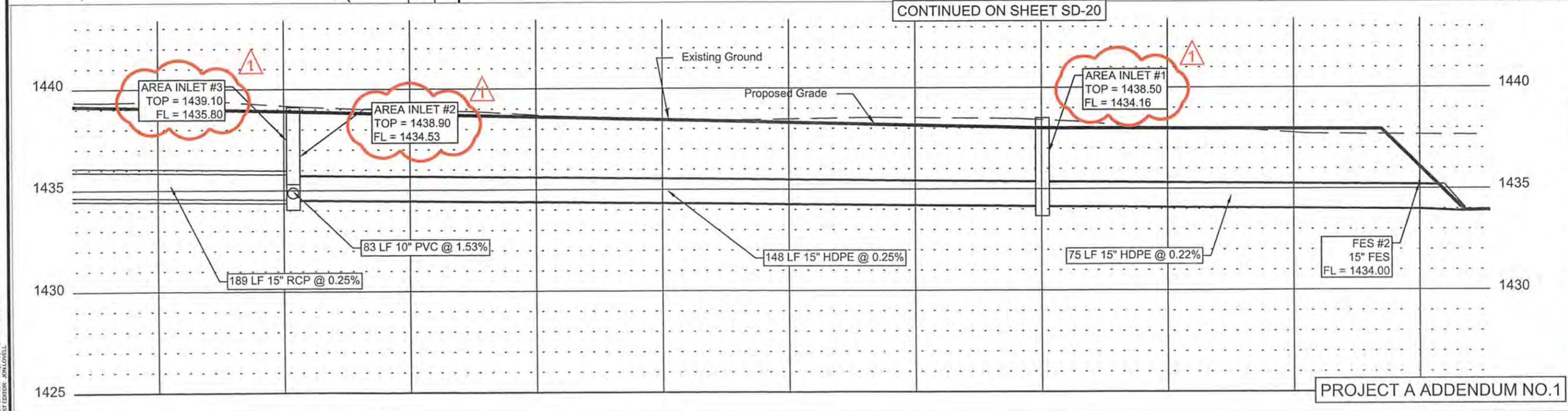
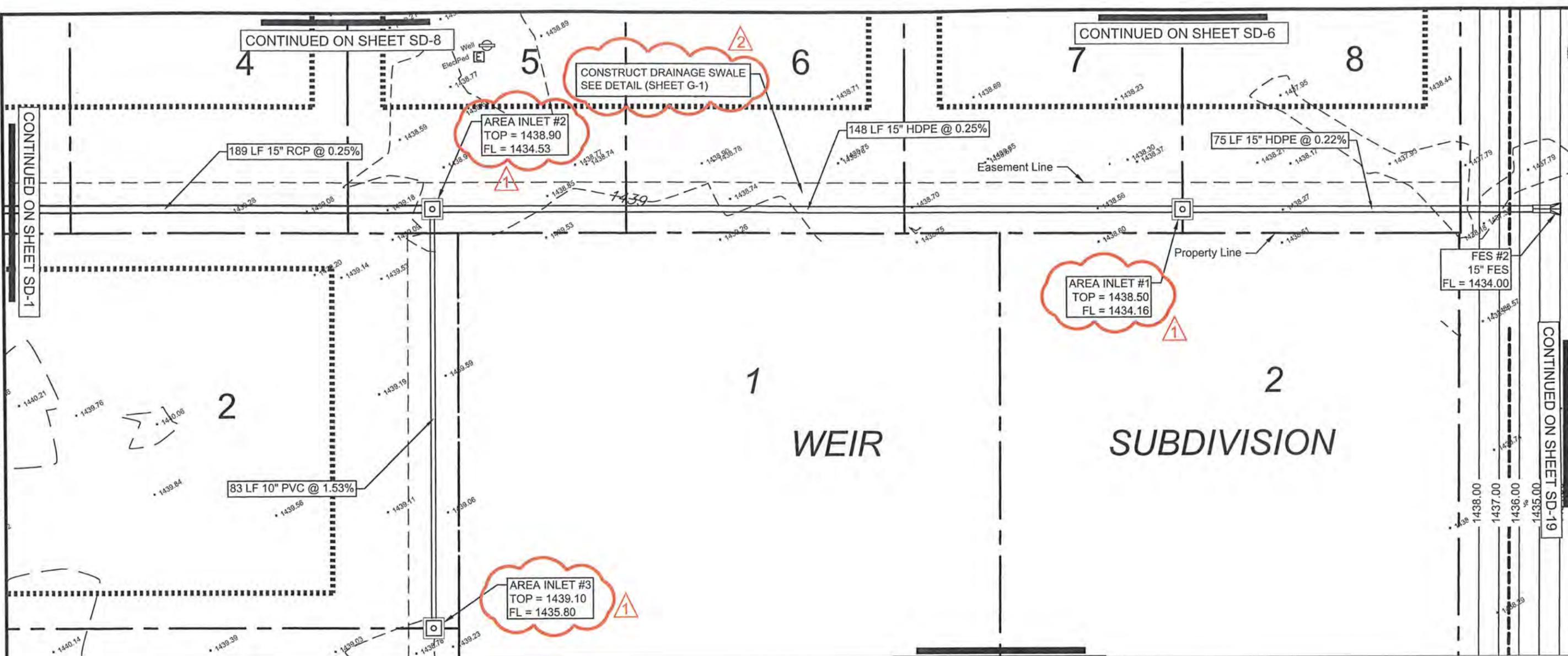


VITALITY VILLAGE SUBDIVISION  
& COMMUNITY BUILDING  
SOUTH PARKING LOT  
PLAN & PROFILE SHEET

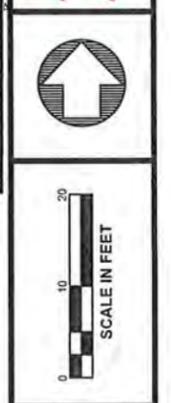
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ADJUSTED TOP ELEVATIONS OF AREA INLETS.  
 DRAINAGE SWALE NOTE.  
 REVISIONS

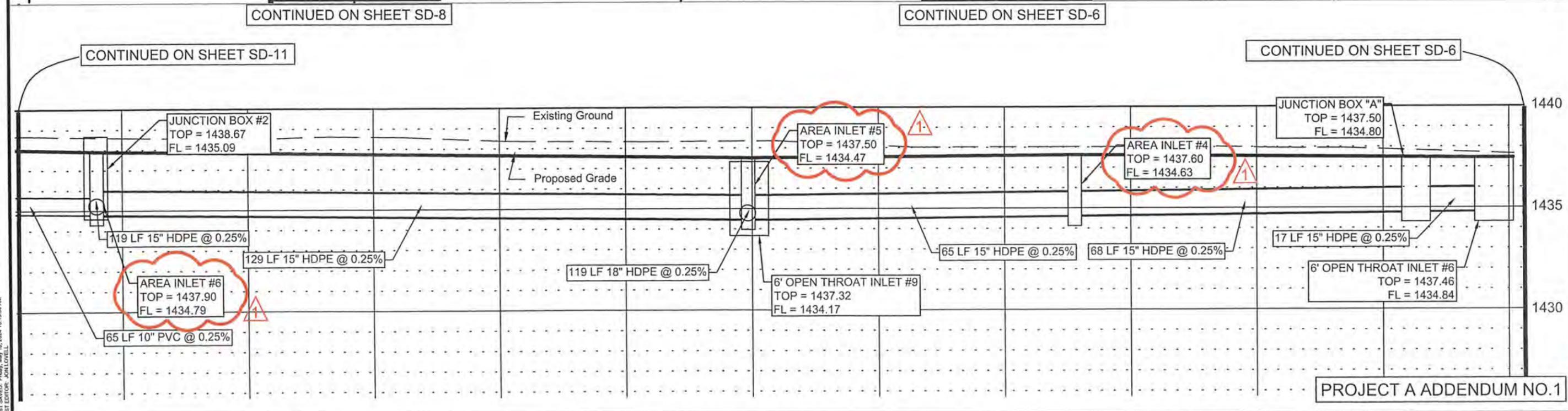
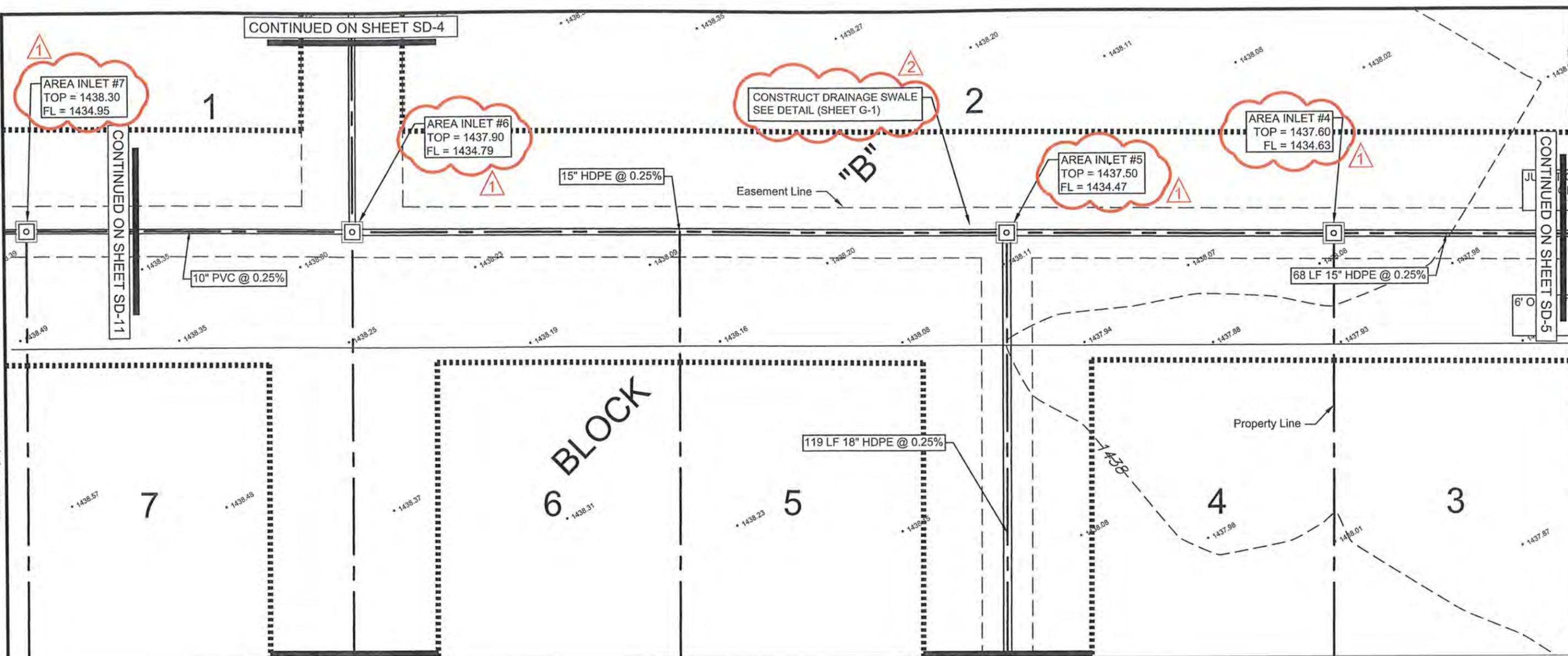


VITALITY VILLAGE SUBDIVISION  
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 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

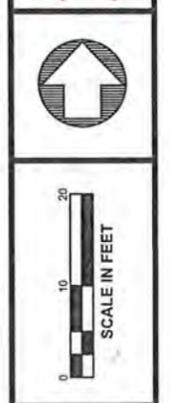
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ADJUSTED TOP ELEVATIONS OF AREA INLETS.  
 DRAINAGE SWALE NOTE.  
 REVISIONS

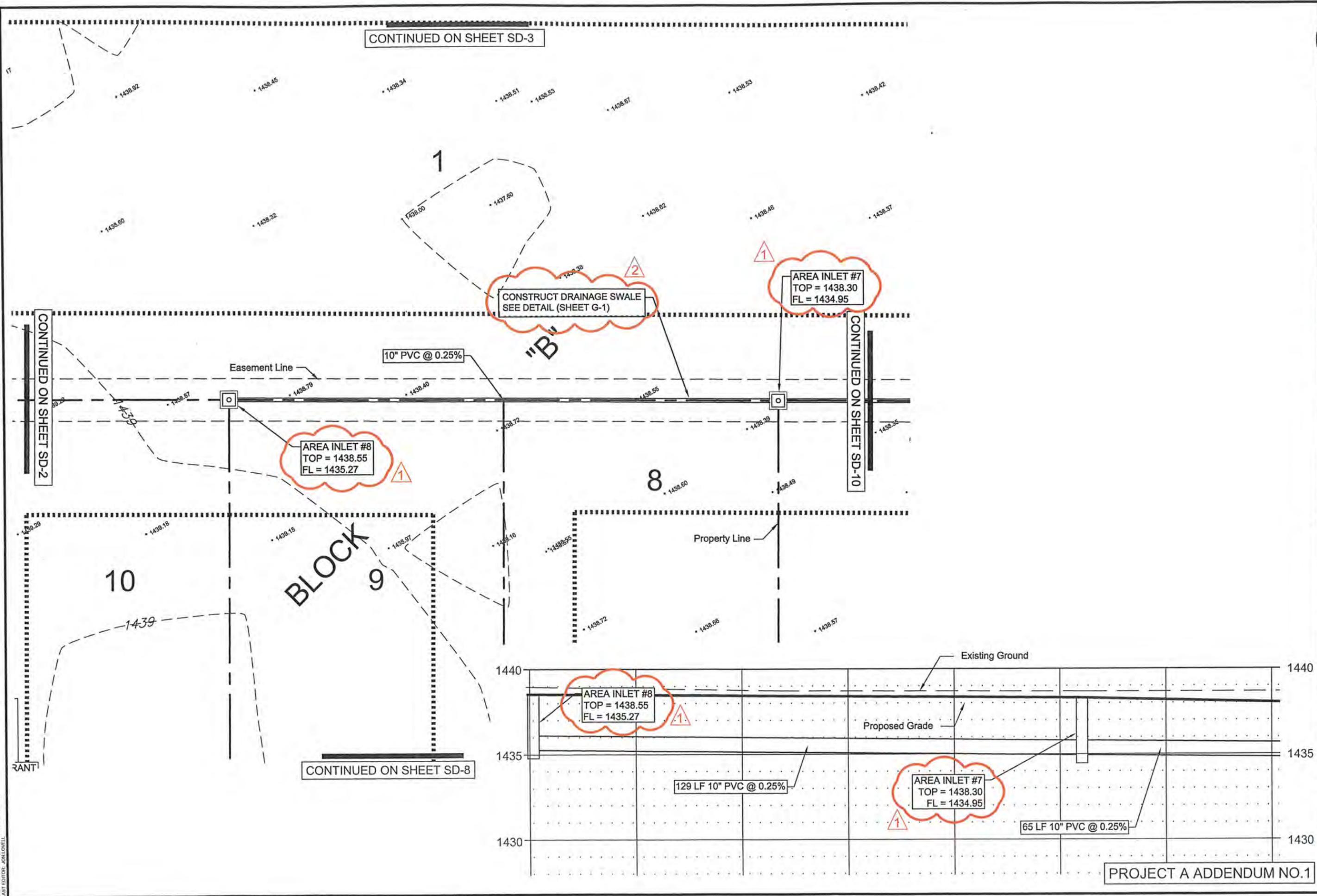


VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

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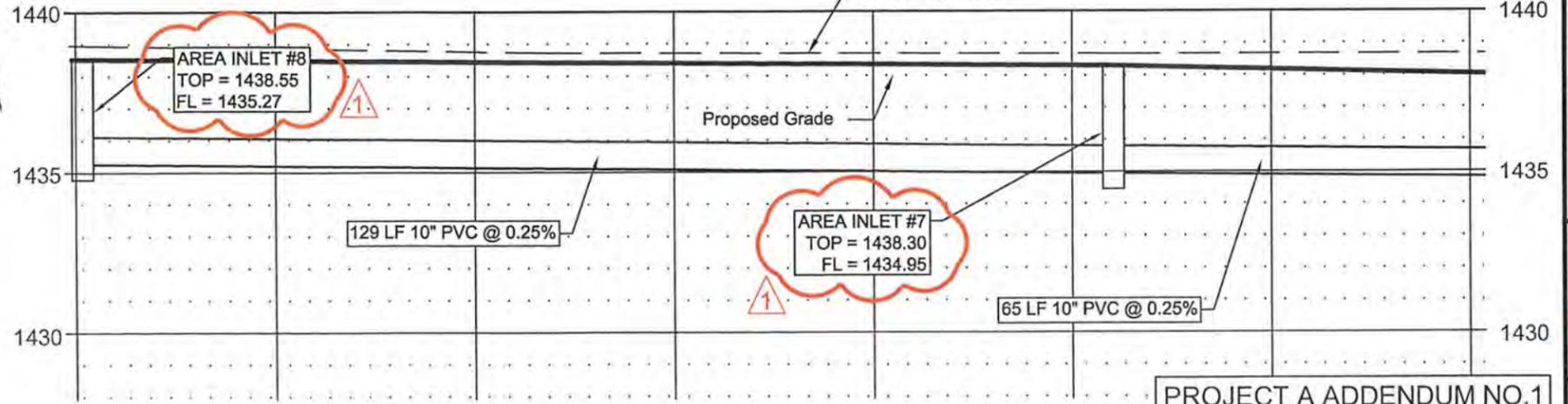
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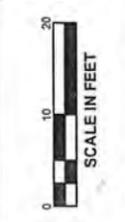
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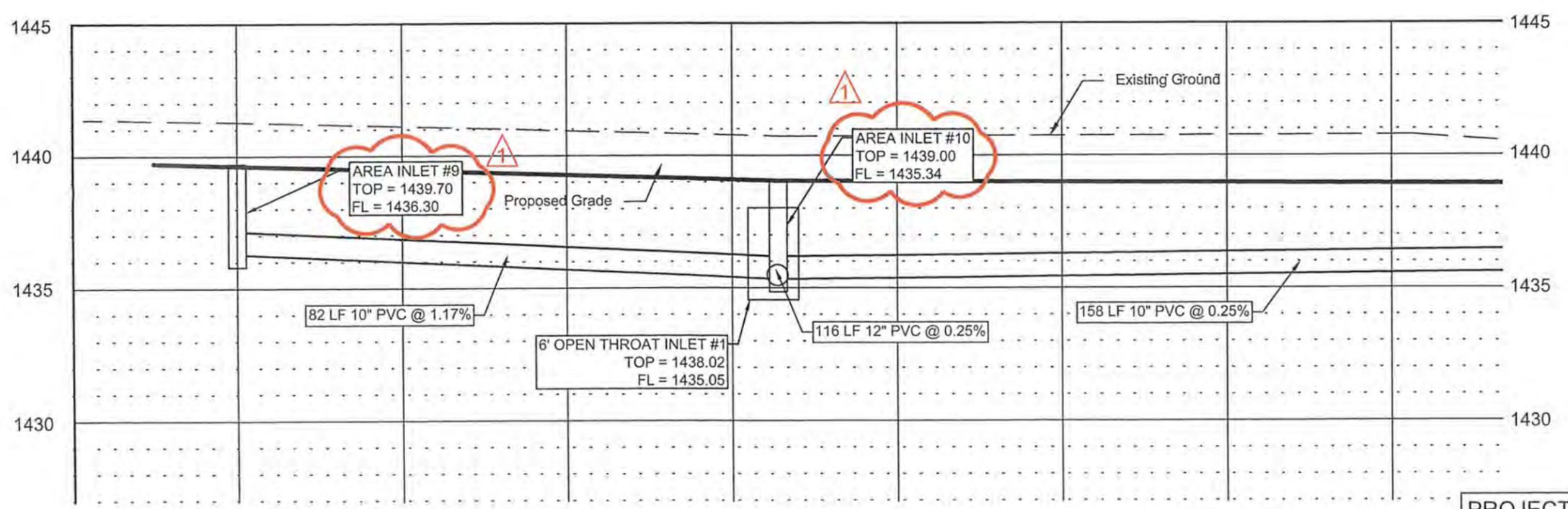
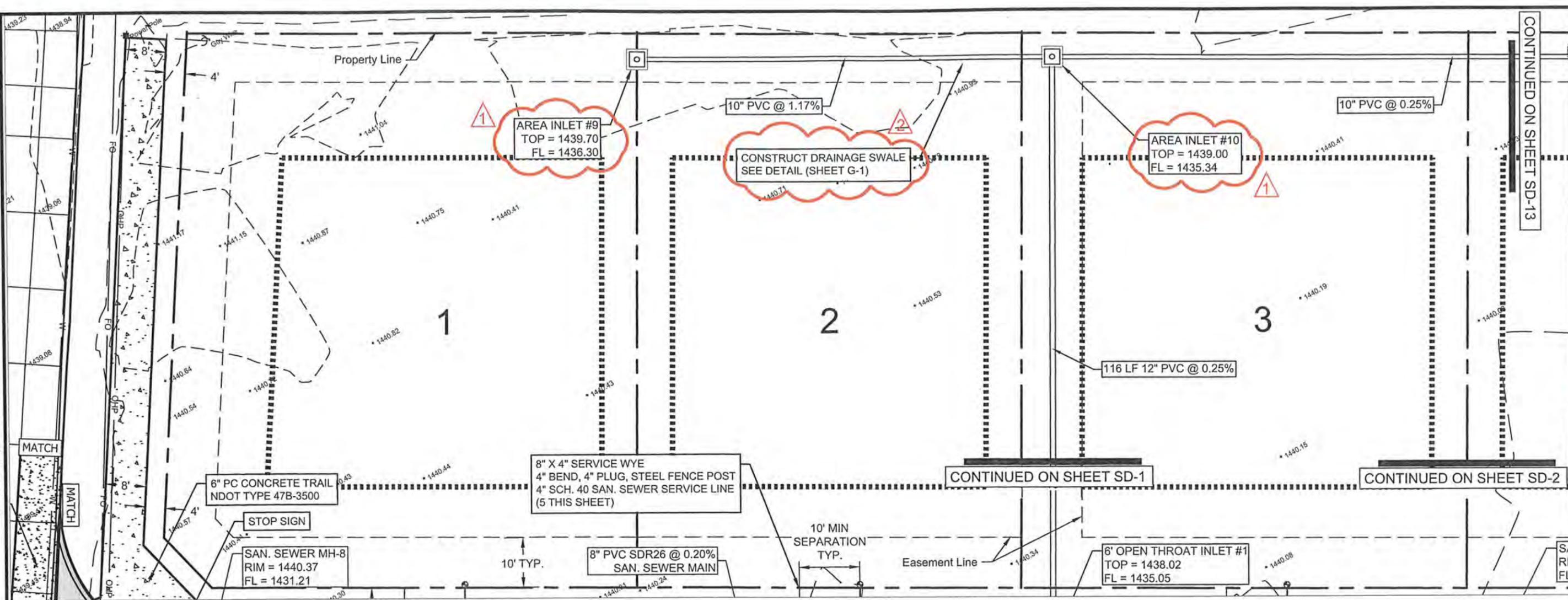
ADJUSTED TOP ELEVATIONS OF AREA INLETS.  
 DRAINAGE SWALE NOTE.  
 REVISIONS



VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

DRN BY: JML  
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 PROJ:  
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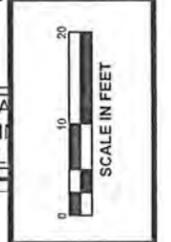
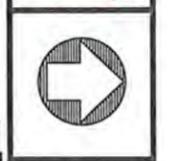
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PROJECT A ADDENDUM NO.1



ADJUSTED TOP ELEVATIONS OF AREA INLETS.  
 DRAINAGE SWALE NOTE.  
 REVISIONS

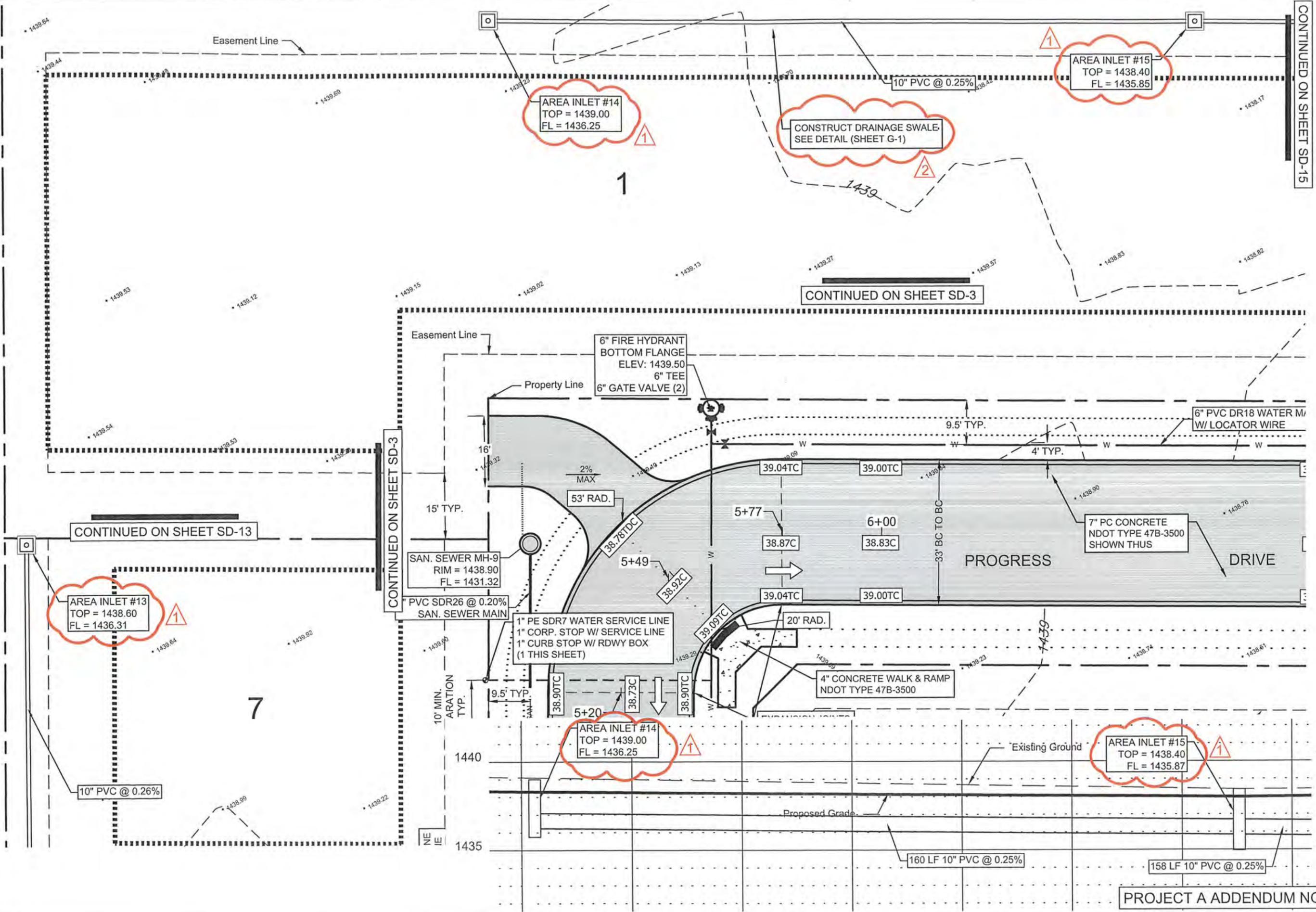


VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

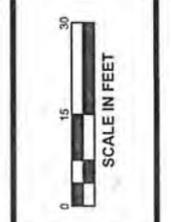
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ADJUSTED ELEVATIONS OF AREA INLETS.  
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 REVISIONS

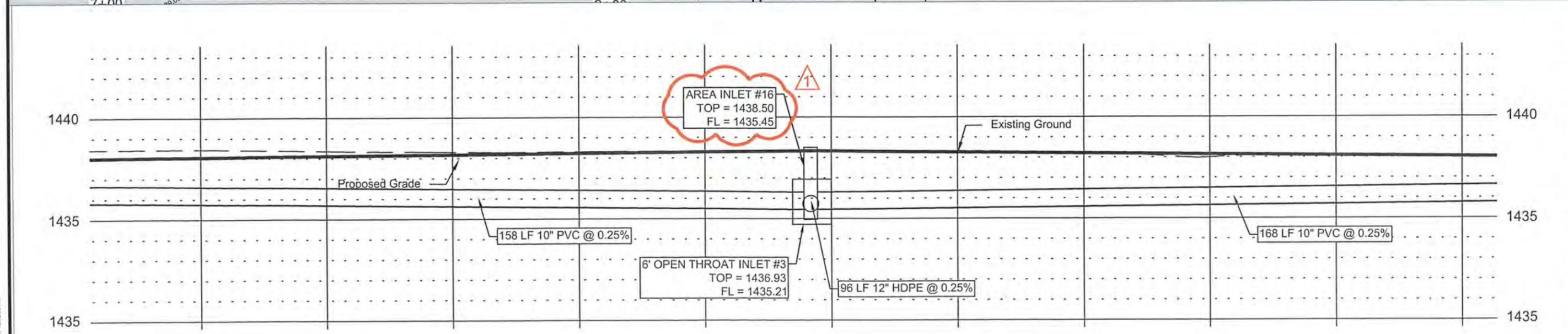
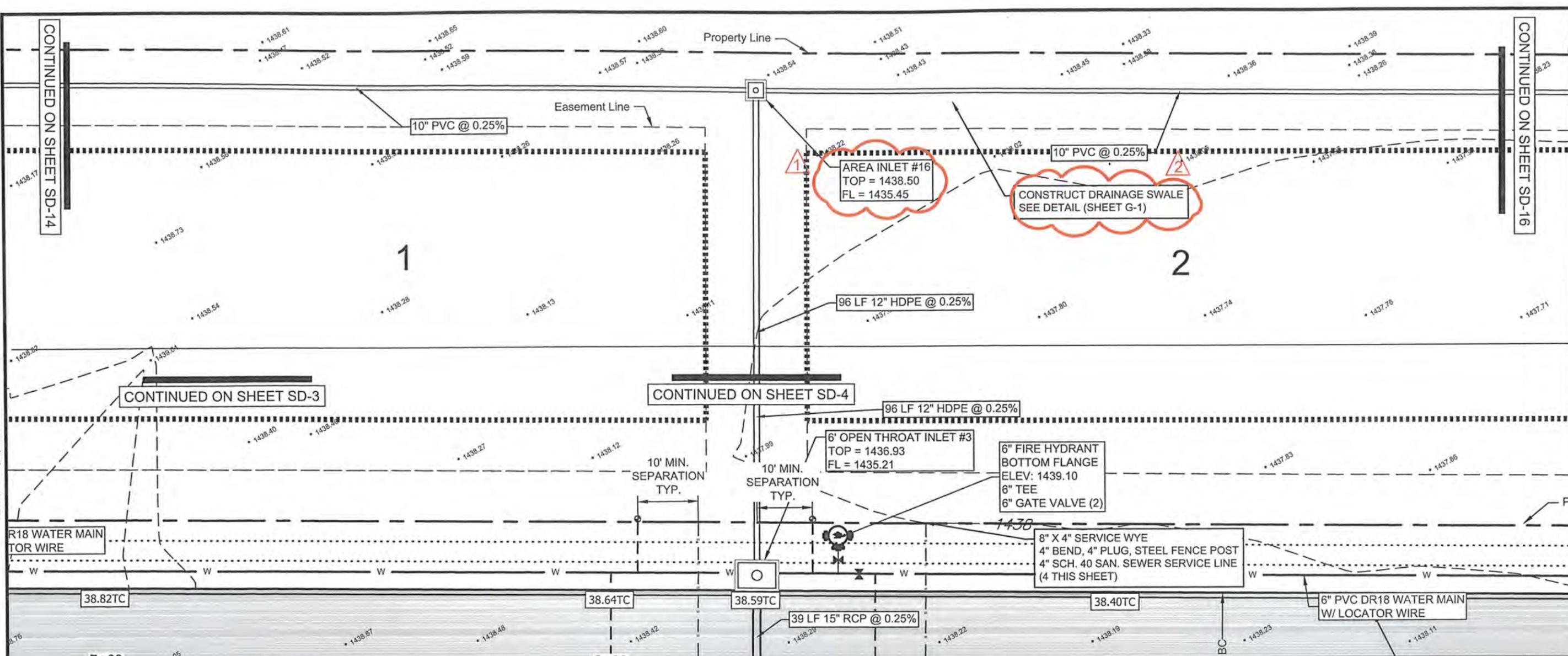


VITALITY VILLAGE SUBDIVISION  
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 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

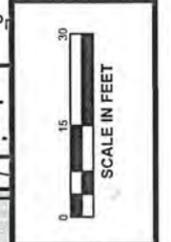
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ADJUSTED TOP ELEVATIONS OF AREA INLETS.  
 DRAINAGE SWALE NOTE.  
 REVISIONS



VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

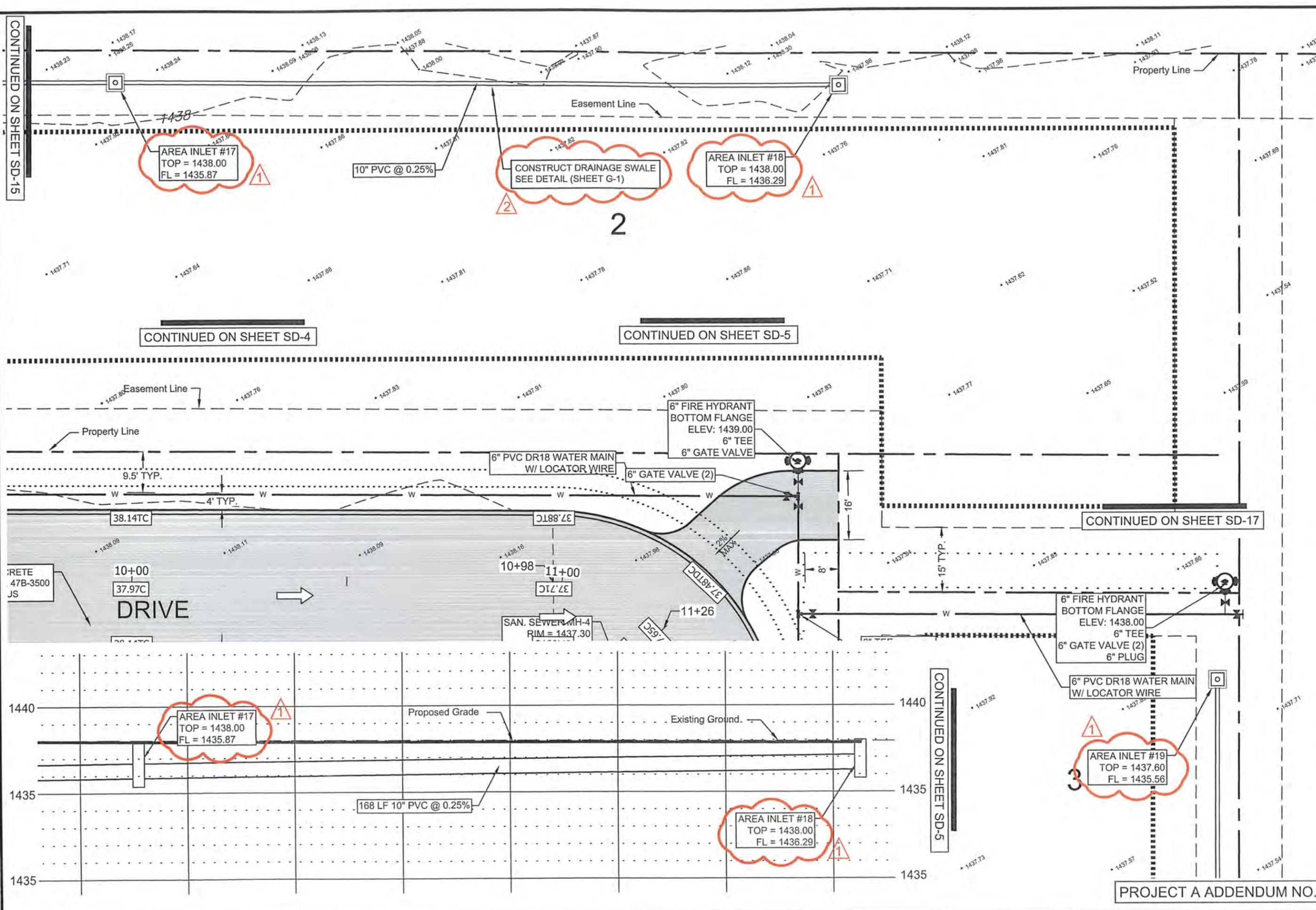
DRN BY: JML  
 DATE: 5/9/2024  
 PROJ:



SHEET  
 SD-15

PROJECT A ADDENDUM NO.1

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 PLOT SIZE: Ledger Landscape  
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 LAST EDITOR: JON LOVELL



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CONTINUED ON SHEET SD-4

CONTINUED ON SHEET SD-5

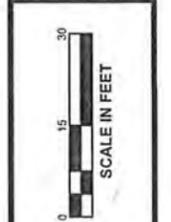
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PROJECT A ADDENDUM NO.1



ADJUSTED ELEVATIONS OF AREA INLETS.  
 DRAINAGE SWALE NOTE.  
 REVISIONS

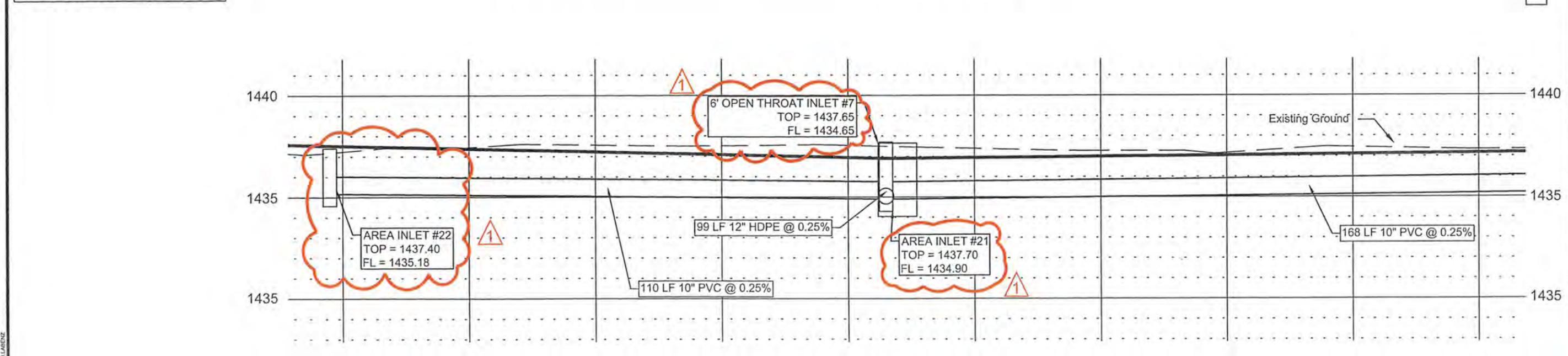
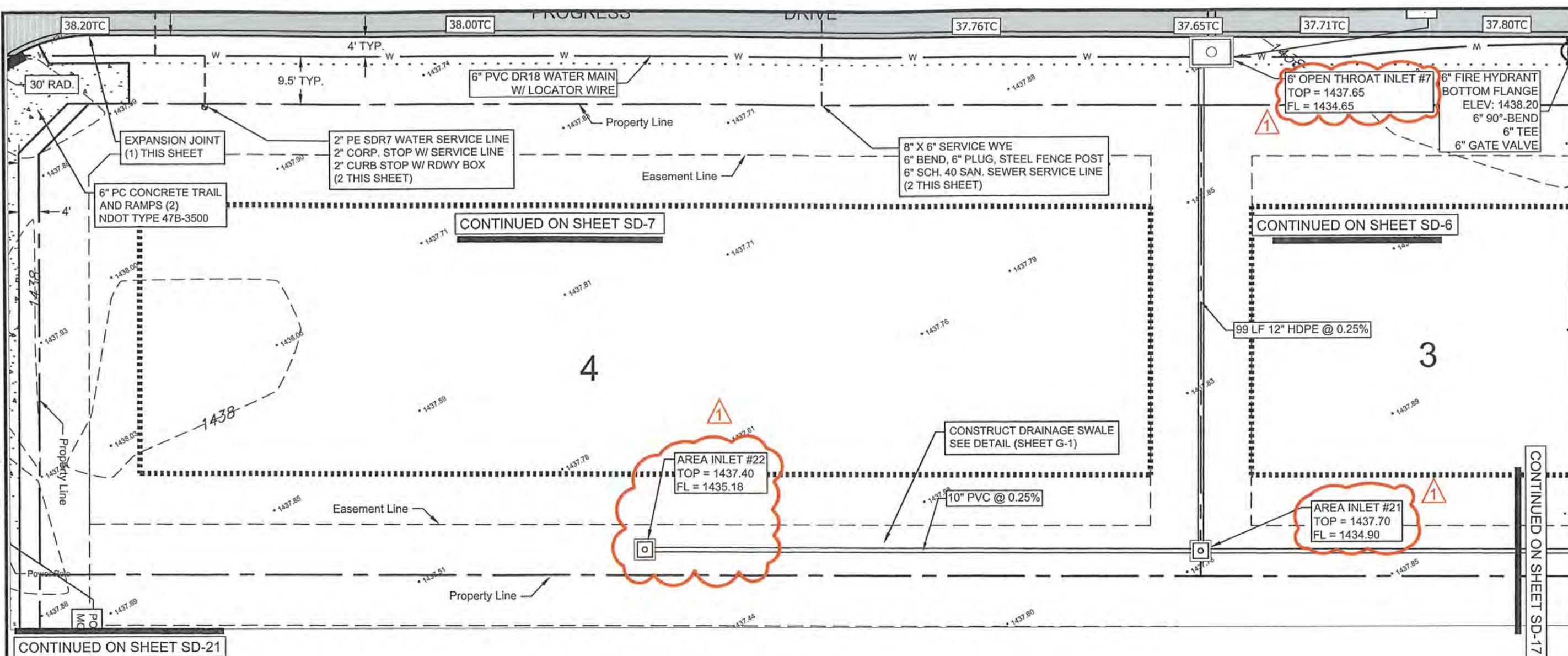


VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT  
 PLAN & PROFILE SHEET

DRN BY: JML  
 DATE: 5/9/2024  
 PROJ:  
 Nebraska 811  
 SHEET SD-16

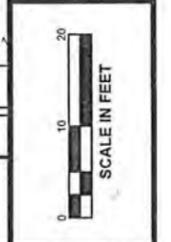
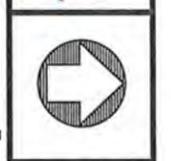


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 LAST SAVED: Tuesday, June 11, 2024 5:03:31 PM  
 LAST EDITOR: BRADEN LABENZ



**REVISIONS**

1 MOVED STORM SEWER INLETS & UPDATED CONNECTED PIPES ACCORDINGLY



VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT

PLAN & PROFILE SHEET

DRN BY: JML/BEL  
 DATE: 6/12/2024  
 PROJ:

Nebraska 811  
 Know what's below. 811 before you dig.

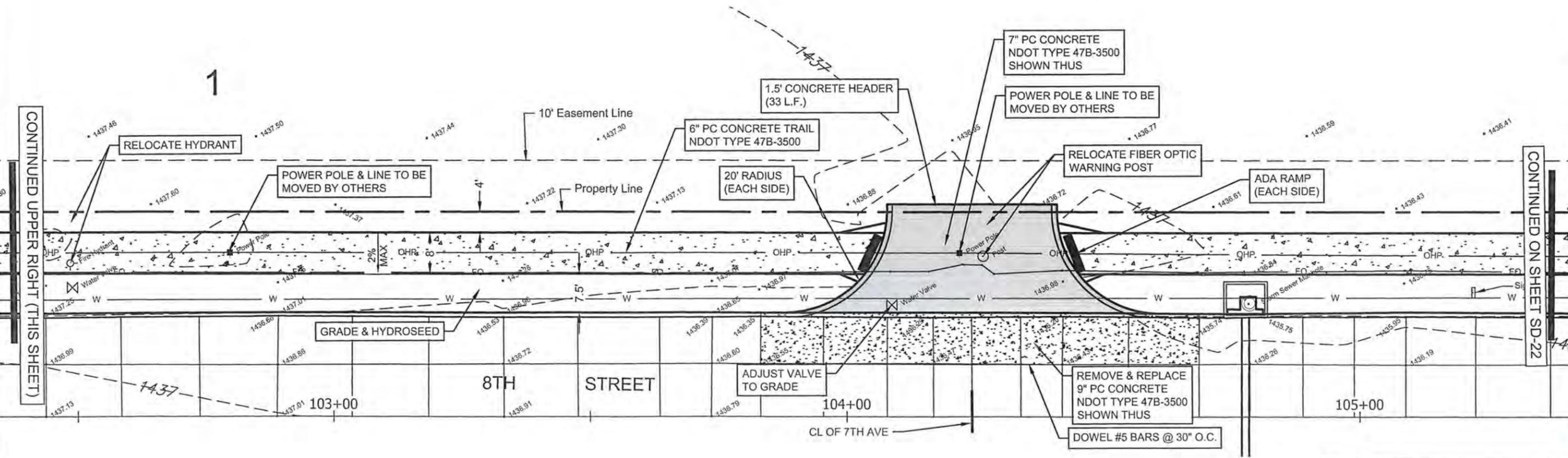
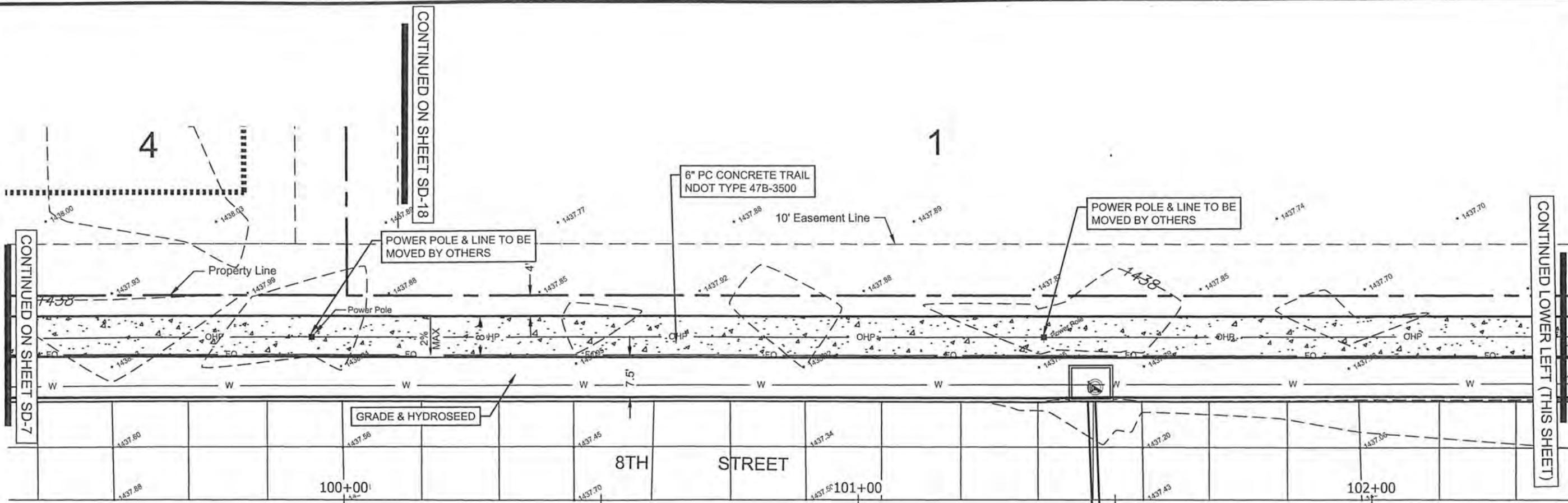
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PROJECT A FIELD ORDER NO.2



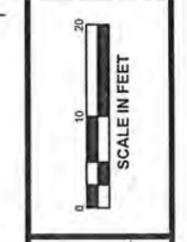
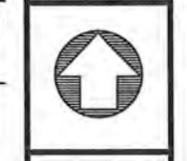


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 LAST EDITOR: JMKLOVELL



2500 14TH STREET  
 P.O. BOX 1677  
 COLUMBUS, NE 68602-1677  
 (402) 562-4300

STATE OF NEBRASKA  
 ENGINEERING DEPARTMENT



VITALITY VILLAGE SUBDIVISION  
 & COMMUNITY BUILDING  
 SOUTH PARKING LOT  
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 Nebraska 811  
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PROJECT A ADDENDUM NO.1  
 SD-21





2500 14TH STREET  
P.O. BOX 1877  
COLUMBUS, NE 68602-1877  
(402) 562-4309

BY **COLUMBUS**  
**NEBRASKA**  
ENGINEERING DEPARTMENT

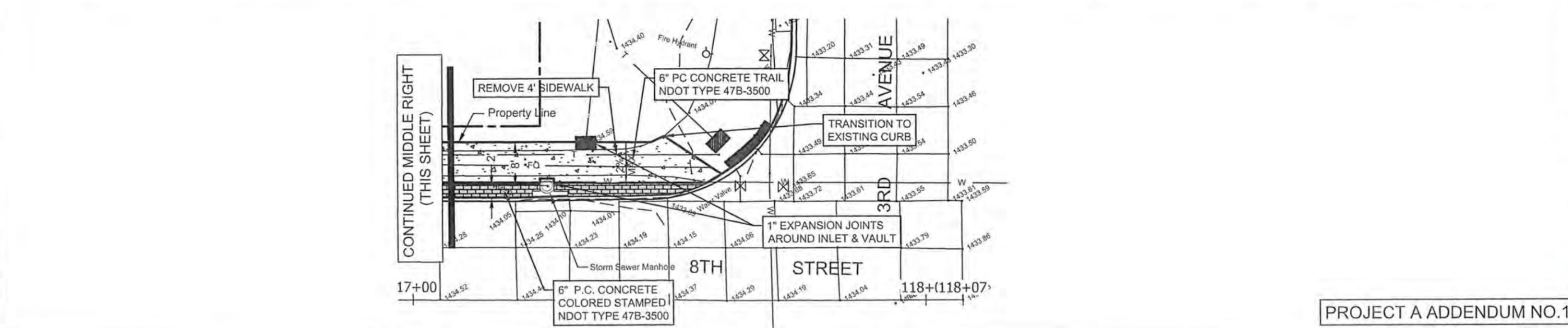
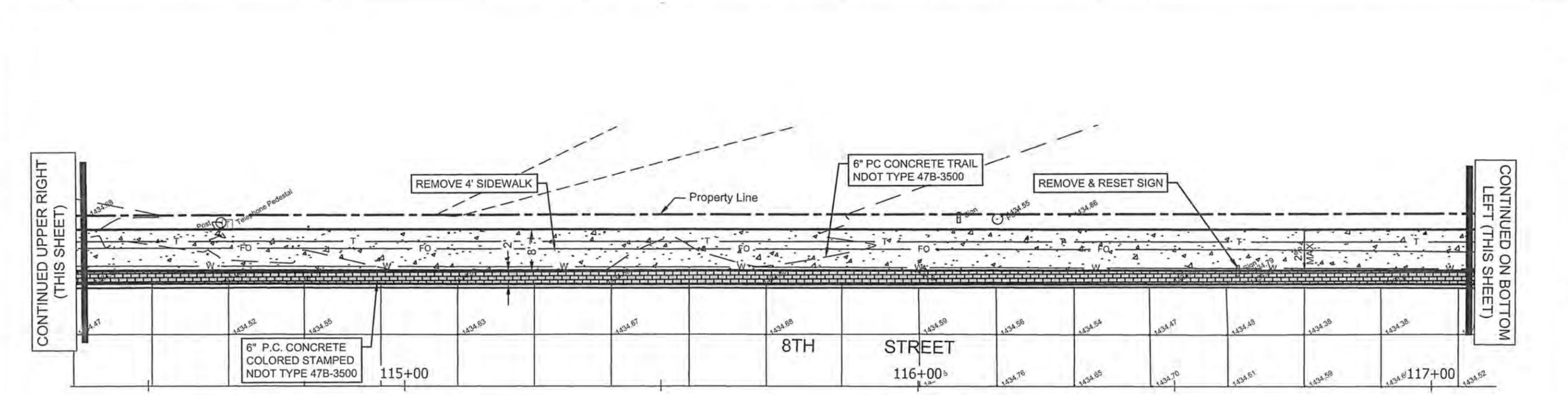
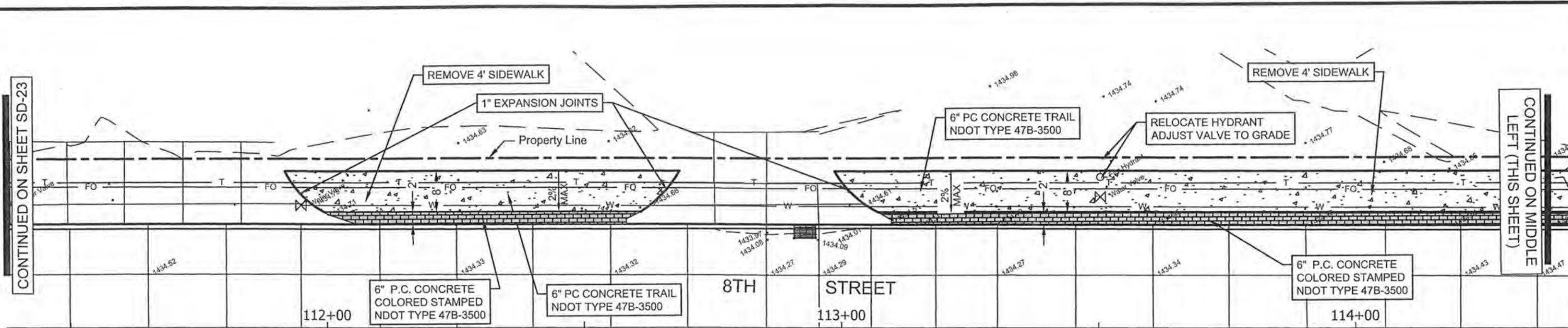


VITALITY VILLAGE SUBDIVISION  
& COMMUNITY BUILDING  
SOUTH PARKING LOT  
PLAN SHEET

DRN BY: JML  
DATE: 5/9/2024  
PROJ:



SHEET  
SD-23



PROJECT A ADDENDUM NO.1

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LAST EDITOR: JON LOVELL

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#### **4. Adjournment.**