

**AGENDA**  
**VALLEY CITY COUNCIL**  
Tuesday, August 15, 2023  
City Hall  
203 North Spruce  
Valley, NE 68064  
7:00 PM

1. **ROLL CALL**
2. **CALL TO ORDER**
3. **PLEDGE OF ALLEGIANCE**
4. **PROOF OF PUBLICATION**
5. **VISITORS & CORRESPONDENCE**
6. **APPROVAL OF AGENDA**
7. **Resolution No. 2023-39 - Still Water Lake Lots 24-49 and Outlot C - Final Plat**
8. **Ordinance No. 795 - Still Water Lake Phase 2 Rezoning**
9. **Resolution No. 2023-40 - Mixed Use Development Agreement with Still Water Lake LLC Phase 2**
10. **Resolution 2023-41 - Subdivision and ILOC Agreement with Still Water Lake LLC for Phase 2**
11. **Budget Review/Requests**
  - Public Works
  - Maintenance
  - Streets
  - Arboretum
  - Cemetery
  - Animal Control
  - Pool
  - Parks

The City Council reserves the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the City Council to take up the items on the agenda in sequential order. However, the City Council reserves the right to take up matters in a different order to accommodate the schedules of the City Council members, persons having items on the agenda, and the public.

**RESOLUTION NO. 2023-39**

**WHEREAS**, on July 18, 2023 the City of Valley Planning Commission met pursuant to Statutory Public Notice and considered the following plat:

**Still Water Lake**

Lots 24 through 49, Inclusive, and Outlot C, being a platting of part of the Southwest Quarter of Section 30, Township 16 North, Range 10 East, of the 6<sup>th</sup> P.M. Douglas County, Nebraska

**WHEREAS**, said Planning Board recommended approval of said plat, therefore;

**BE IT HEREBY RESOLVED** by the Governing Body of the City of Valley, Douglas County, Nebraska, that it hereby approves the final plat of:

**Still Water Lake**

Lots 24 through 49, Inclusive, and Outlot C, being a platting of part of the Southwest Quarter of Section 30, Township 16 North, Range 10 East, of the 6<sup>th</sup> P.M. Douglas County, Nebraska

A copy of which plat and land surveyor’s certificate, showing the plat, map and survey of the lot(s) involved in the said plat is attached hereto and made a part hereof by reference.

DATED this 15<sup>th</sup> day of August, 2023.

CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA

\_\_\_\_\_  
Cindy Grove, Mayor

\_\_\_\_\_  
John Batcher, Council President

\_\_\_\_\_  
Bryon Ueckert, Council Member

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Linda Lewis, Council Member

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Chris TenEyck, Council Member

ATTEST:

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Cheryl K. Eckerman, City Clerk



## ORDINANCE NO. 795

AN ORDINANCE AMENDING THE ZONING REGULATIONS OF VALLEY, DOUGLAS COUNTY, NEBRASKA, FINDING THE PROPOSED AMENDMENT WAS DULY SUBMITTED TO THE PLANNING BOARD OF VALLEY, DOUGLAS COUNTY, NEBRASKA, FOR ITS RECOMMENDATION AND THAT IT RECOMMENDED THE ADOPTION OF THE AMENDMENT; FINDING THAT NOTICE OF HEARING ON SUCH AMENDMENT WAS DULY GIVEN PRIOR TO THE HEARING AS PROVIDED BY LAW AND THAT SUCH PUBLIC HEARING WAS HAD THEREON; FINDING THAT THE ZONING MAP OF VALLEY, DOUGLAS COUNTY, NEBRASKA, BE AMENDED AS FOLLOWS:

Lots 24 through 43, inclusive, Still Water Lake, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, shall be re-zoned to R-3 Lakefront Residential District.

Lots 44-49 inclusive and Outlot C, Still Water Lake, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to CMD – Clustered/Mixed Use; said CMD to be attached to the underlying C-3-Highway Commercial District.

PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VALLEY, DOUGLAS COUNTY, NEBRASKA, AS FOLLOWS:

**Section 1.** That the Mayor and City Council of the City of Valley, Douglas County, Nebraska proposed amendments to the Zoning Regulations of said City, which proposed amendments were duly submitted to the Planning Board of Valley, Douglas County, Nebraska, for its recommendation. The Planning Board recommended that the proposed amendments be adopted.

**Section 2.** That the notices of hearing before the Planning Board and Governing Body of such proposed amendments were duly given by posting and publication at least ten (10) days prior to the hearings as provided by law and that public hearings were had thereon.

**Section 3.** That the Zoning Regulations of Valley, Douglas County, Nebraska, be and hereby are amended as follows:

Lots 24 through 43, inclusive, Still Water Lake, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, shall be re-zoned to R-3 Lakefront Residential District.

Lots 44-49 inclusive and Outlot C, Still Water Lake, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska shall be re-zoned to CMD – Clustered/Mixed Use; said CMD to be attached to the underlying C-3-Highway Commercial District.

A copy of such tract is attached hereto and made a part hereof by reference.

**Section 4.** That the Zoning Map of the City of Valley, Douglas County, Nebraska, be hereby amended to reflect the herein described changes.

**Section 5.** That this Ordinance shall take effect and be in force after its passage and approval, as provided by law.

**Section 6.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED this 15<sup>th</sup> day of August, 2023.

CITY OF VALLEY,  
DOUGLAS COUNTY, NEBRASKA

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Cindy Grove, Mayor

ATTEST:

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Cheryl K. Eckerman, City Clerk

# RESOLUTION NO. 2023-40

**WHEREAS**, the City of Valley, Nebraska, proposes to enter into a Mixed Use Development Agreement with Still Water Lake LLC; and

**WHEREAS**, proposed Mixed Use Development Agreement with Still Water Lake LLC, has been submitted; and

**WHEREAS**, the Valley City Council met in regular session on August 15, 2023 and reviewed said agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Valley City Council authorizes Mayor Cindy Grove to execute the Mixed Use Development Agreement with Still Water Lake LLC, on behalf of the City of Valley, copies of which are marked Exhibits “A” and attached hereto and made a part hereof by reference.

DATED this 15<sup>th</sup> day of August, 2023.

CITY OF VALLEY,  
DOUGLAS COUNTY, NEBRASKA

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Cindy Grove, Mayor

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John Batcher, Council President

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Bryon Ueckert, Council Member

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Linda Lewis, Council Member

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Chris TenEyck, Council Member

ATTEST:

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Cheryl K. Eckerman, City Clerk

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(Space above line for recording information)

**STILL WATER LAKE, LOTS 44-49 & OUTLOT C  
MIXED USE DEVELOPMENT AGREEMENT**

**THIS MIXED USE DEVELOPMENT AGREEMENT** (hereinafter "Agreement") made pursuant to the Zoning Ordinance of the City of Valley, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between THE CITY OF VALLEY, NEBRASKA, a municipal corporation, (hereinafter "City") and STILL WATER LAKE, LLC, a NEBRASKA LIMITED LIABILITY COMPANY (hereinafter "Developer").

**WITNESSED:**

WHEREAS, Developer is the legal owner of the real estate described on the attached Exhibit "A", which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of the City Zoning Ordinance for the development of Still Water Lake.

WHEREAS, Developer desires to establish and develop such Property according to the provisions of the City Zoning Ordinance for the development of Still Water Lake (hereinafter the "Project");

WHEREAS, in accordance with the requirements of the City Code, Developer has presented a site plan attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "Development Plan");

WHEREAS, City, in the interest of maintaining the public health, safety, and welfare, desires to assure that the Project is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the City;

**EXHIBIT A**

WHEREAS, Developer is willing to commit itself to the development of the Project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the Project and therefore considers this Agreement to be in its best interests; and

WHEREAS, City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Project; and

WHEREAS, this Agreement shall apply only to Lots 44-49 and Outlot C, Still Water Lake, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

### **Section 1 Definitions**

For the purposes of this Agreement the definitions in the City of Valley Zoning Ordinance, shall apply. In addition, the definitions found in Exhibit "C" are incorporated into and made a part of this Agreement including all exhibits to this Agreement.

### **Section 2 Development Plan**

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the City of Valley Zoning and Subdivision regulations, the terms and conditions of this Agreement, and the Development Plan.
- B. It is intended that this Development Plan be a general schematic of the development indicating the manner in which Developer intends to meet the requirements of this Agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for Developer to alter the size, location, use, or type of the buildings or other site improvements.
- C. Developer reserves the right to modify the Development Plan by minor amendment provided that such modifications conform to the provisions of the applicable site development regulations of the C-3 Highway Commercial District, associated HO Highway Corridor Protection District (Overlay District), and CMD Clustered/Mixed Use Development District. All changes not conforming to the provisions of the C-3 Highway Commercial District, associated HO Highway Corridor Protection District (Overlay District), and CMD Clustered/Mixed Use Development District, as amended by this Agreement, shall be considered major amendments to be reviewed by the Planning Commission and approved by the City Council. The Building and Zoning Official of the City of Valley is authorized at his/her discretion to approve minor amendments to this Agreement; provided that:

1. A written request is filed with the Building and Zoning Official, along with information specifying the exact nature of the proposed amendment;
  2. The amendment is deemed by the Building and Zoning Official to be consistent with the provisions of Valley Municipal Code; and
  3. The Building and Zoning Official determines that the amendment does not alter the approved site regulations of the Development Plan or this Agreement and does not materially alter other aspects of the Development Plan, including traffic circulation, mixture of use types, and physical design.
- D. In the event there is a conflict between the dimensions shown on the Development Plan and the regulatory terms of this Agreement relating to site development, parking, landscaping, or signage regulations, the more restrictive standard, as determined by the Building and Zoning Official, shall apply, unless such discrepancy is specifically agreed to in this Agreement or the Exhibits attached hereto.

### **Section 3 Permitted Uses**

The Project shall be developed and used in accordance with the applicable permitted uses set forth in Exhibit "D" attached hereto and incorporated herein.

Notwithstanding anything herein or in the applicable site development regulations of the C-3 Highway Commercial District, associated HO Highway Corridor Protection District (Overlay District), and CMD Clustered/Mixed Use Development District, no outdoor storage shall be permitted within the Project.

### **Section 4 Site Development Regulations**

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the applicable site development regulations of the C-3 Highway Commercial District, associated HO Highway Corridor Protection District (Overlay District), and CMD Clustered/Mixed Use Development District except as modified by the terms of this Agreement, specifically including those Amendments stated in Exhibit "E" attached and incorporated (the "Site Development Regulations").
- B. As long as the Site Development Regulations are not violated, Developer may alter the location, physical shape, or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot subject to the following limitations:
  1. The changes shall be determined by the Building and Zoning Official to be consistent with the Site Development Regulations.

2. Any changes determined by the Building and Zoning Official to be inconsistent with the Site Development Regulations shall be considered a major amendment to this Agreement and will require review by the Planning Commission and approval by the City Council.
- C. So long as the Site Development Regulations are not violated (except for any side yard setback or landscape buffering requirements, which may be modified in the event of a lot revision, combination, or division), Developer may reduce or increase the number of lots as shown on the Development Plan by revising lot lines, combining, or dividing lots.
1. City may, by administrative subdivision, grant any such revisions, combinations, or divisions as necessary to carry out the Development Plan, subject to approval of the Building and Zoning Official.
  2. An application for an administrative subdivision to make such changes shall include as an attachment a revision to the Development Plan.

## **Section 5 Parking**

- A. Parking for the Project shall be in accordance with the requirements of the Valley Zoning Ordinance Article 7 Parking Requirements. The attached Development Plan is included as an example of required parking.
- B. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the Development Plan, within the boundaries of any platted lot.
- C. Parking shall be allowed in Outlot "C" as shown on Exhibit "B" and subject to the requirements of the Valley Zoning Ordinance Article 7 Parking Requirements.

## **Section 6 Landscaping and Screening**

- A. Landscaping for the Project shall be in accordance with the requirements of the Valley Zoning Ordinance Article 12: Site Design Standards. The attached Development Plan is included as an example for required landscaping.
- B. The development in its entirety shall not exceed an impervious coverage of seventy-five percent (75%).

## **Section 7 Sidewalks and Pedestrian Features**

All sidewalks, handicap accessible ramps, and crosswalks shall be designed and constructed in accordance with PROWAG. An external sidewalk system is shown on Exhibit "B".

## **Section 8 Signage**

- A. Signage for the Project shall be in accordance with Article 8 of the City of Valley Zoning Ordinance, except as modified by the Amendments and the Signage Design Criteria attached hereto as Exhibit "F" and incorporated herein by this reference. Minor modifications may be made by Developer consistent with the standards established in the Development Plan without prior approval.
- B. All signs will be installed subject to a sign permit from the City of Valley. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

## **Section 9 Miscellaneous Provisions**

- A. Application. This Agreement shall apply only to Lots 44-49 and Outlot C, Still Water Lake, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska. The development of any additional lots will require an amendment to this Mixed Use Development Agreement.
- B. Administration. The Building and Zoning Official of the City of Valley or his or her designee, shall have the authority to administer this Agreement on behalf of City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- C. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- D. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.



WITH A COPY TO: Rembolt Ludtke LLP  
1128 Lincoln Mall, Suite 300  
Lincoln NE 68508  
Attn: Ann K. Post

For City: City Clerk  
City of Valley  
  
203 N. Spruce Street  
Valley, NE 68046

WITH A COPY TO:  
Building and Zoning Official  
City of Valley  
203 N. Spruce Street  
Valley, NE 68046

Such addresses, names, or titles may be changed from time to time by written notice to the other Party.

- K. No Waiver of Regulations. This Agreement only waives those portions of the Zoning Ordinance explicitly referenced herein. None of the foregoing provisions shall be construed to grant or imply any other waiver of any other portions of the Zoning Ordinance or any section of the Valley Municipal Code.
- L. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.
- M. Severability. In the event that any provision of this Agreement proves to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.
- J. Exhibits. The following Exhibits are made a part of this Agreement and have been attached to this Agreement prior to its execution.

Exhibit "A" - Legal Description (Final Plat)

Exhibit "B" - MU Development Site Plan

Appendix "B" - Lot Regulators Calculations Table

Exhibit "C" - Definitions

Exhibit "D" - Permitted Uses

Exhibit "E" - Amendments

Exhibit "E-1" - Overhead Door Architectural Design Criteria

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

CITY OF VALLEY, NEBRASKA

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, City Clerk

DEVELOPER:

Still Water Lake LLC a Nebraska limited liability company

By: \_\_\_\_\_  
Robert Hampton, Manager

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

Before me, a notary public, in and for said county and state, personally came Robert Hampton, Manager of Still Water Lake LLC, Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be of his voluntary act and deed on behalf of said corporation.

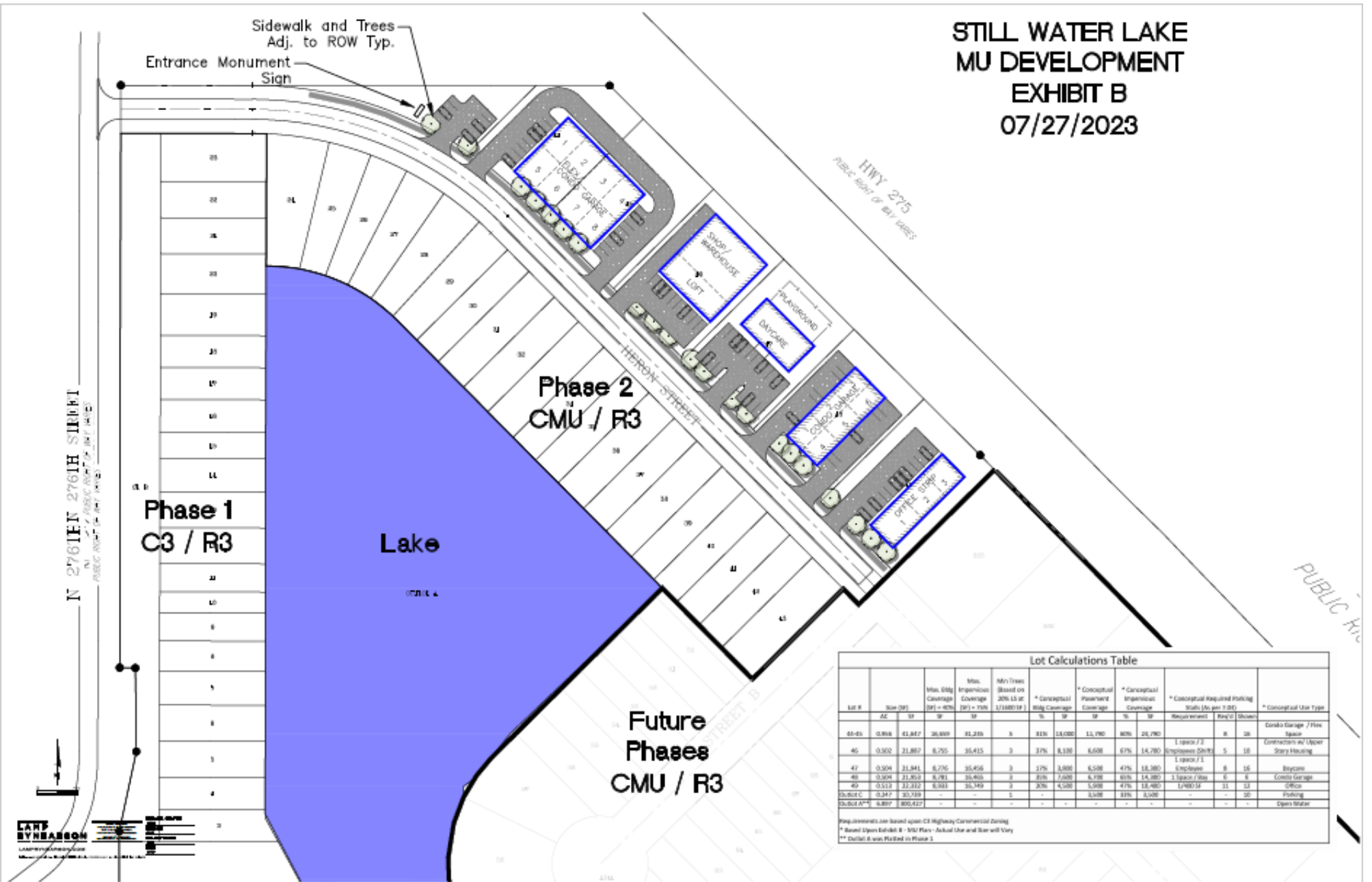
Witness my hand and Notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

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



**Exhibit B**  
**MU Development Site Plan**

**STILL WATER LAKE  
MU DEVELOPMENT  
EXHIBIT B  
07/27/2023**



**Lot Calculations Table**

Lot #	Size (SF)		Min. Imp. Coverage (SF) - 40%	Min. Imp. Coverage (SF) - 75%	Min Trees (Based on 20% LI at 1/2887 SF)	* Conceptual Imp. Coverage		* Conceptual Pavement Coverage		* Conceptual Impervious Coverage		* Conceptual Required Parking Spots (No. per 7.04)		* Conceptual Use Type
	Lot	Net				%	SF	%	SF	%	SF	Req'd	Prop'd	
44-45	0.868	41,847	36,800	31,200	5	31%	13,000	13,780	80%	21,780	1 space / 2 Employees (20/1)	8	28	Condo Garage / Fine Space
46	0.902	31,887	8,700	35,415	3	37%	8,138	6,608	67%	14,780	1 space / 1 Contractor w/ Upper Story Heating	5	18	Condo Garage / Fine Space
47	0.904	31,841	8,700	35,456	3	37%	3,688	6,508	47%	18,380	1 space / 1 Employee	8	16	Daycare
48	0.904	31,808	8,781	35,460	3	35%	3,688	6,128	60%	14,380	1 space / 100 SF	6	6	Condo Garage
49	0.913	32,332	8,933	35,749	3	35%	4,588	5,908	47%	18,480	1/400 SF	11	13	Office
Subtotal	0.247	20,739	-	-	1	-	-	3,588	33%	3,588	-	-	10	Parking
Subtotal**	6.897	180,427	-	-	-	-	-	-	-	-	-	-	-	Open Water

Requirements are based upon C3 Highway Commercial zoning  
\* Based Upon Exhibit B - MU Plans - Actual Use and Size will Vary  
\*\* Detail A was Plotted on Phase 1



## Appendix B Lot Regulators Calculations Table

Lot Calculations Table														
Lot #	Size (SF)		Max. Bldg Coverage (SF) = 40%	Max. Impervious Coverage (SF) = 75%	Min Trees (Based on 20% LS at 1/1600 SF)	* Conceptual Bldg Coverage		* Conceptual Pavement Coverage	* Conceptual Impervious Coverage	* Conceptual Required Parking Stalls (As per 7.04)			* Conceptual Use Type	
	AC	SF	SF	SF		%	SF	SF	%	SF	Requirement	Req'd	Shown	
44-45	0.956	41,647	16,659	31,235	5	31%	13,000	11,790	60%	24,790		8	16	Condo Garage / Flex Space
46	0.502	21,887	8,755	16,415	3	37%	8,100	6,600	67%	14,700	1 space / 2 Employees (Shift)	5	10	Contractors w/ Upper Story Housing
47	0.504	21,941	8,776	16,456	3	17%	3,800	6,500	47%	10,300	1 space / 1 Employee	8	16	Daycare
48	0.504	21,953	8,781	16,465	3	35%	7,600	6,700	65%	14,300	1 Space / Bay	6	6	Condo Garage
49	0.513	22,332	8,933	16,749	3	20%	4,500	5,900	47%	10,400	1/400 SF	11	12	Office
Outlot C	0.247	10,739	-	-	1	-	-	3,500	33%	3,500	-	-	10	Parking
Outlot A**	6.897	300,427	-	-	-	-	-	-	-	-	-	-	-	Open Water

Requirements are based upon C3 Highway Commercial Zoning  
\* Based Upon Exhibit B - MU Plan - Actual Use and Size will Vary  
\*\* Outlot A was Platted in Phase 1

## **Exhibit C Definitions**

*Appearance.* The outward aspect visible to the public.

*Appropriate.* Sympathetic, or fitting, to the context of the site and the whole community.

*Appurtenances.* The visible, functional objects accessory to and part of buildings.

*Architectural concept.* The basic aesthetic idea of a building, group of building or structures, including the site and landscape development, that produces the architectural character.

*Architectural feature.* A prominent or significant part or element of a building, structure, or site.

*Architectural Style.* The characteristic form and detail, as of buildings of a particular historic period.

*Attractive.* Having qualities that arouse interest or pleasure in the observer.

*Berm.* A raised form of earth to provide screening or to improve the aesthetic character.

*City.* City of Valley

*Code.* The Municipal Code of the City of Valley.

*Cohesiveness.* Unit of composition between design elements of a building and the landscape development.

*Compatibility.* Harmony in the appearance of two or more external design features in the same vicinity.

*Conservation.* The protection and care that prevent destruction or deterioration of historical or otherwise significant structures, buildings, or natural resources.

*Cornice.* A horizontal molded projection that crowns or completes a building or wall.

*Eclectic.* Choosing what appears to be the best from diverse sources, systems, or styles.

*E.I.F.S.* Exterior Insulation and Finish Systems, also called synthetic stucco, and refers to any similar multi-layered exterior finish.

*Exterior building component.* An essential and visible part of the exterior of a building.

*External design feature.* The general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the type of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to the public view from any street, place, or way.

*Flex.* A use characterized by low traffic, no outdoor storage, and minimal outdoor activity, or demand for utilities. This includes but is not limited to storage, including indoor storage of watercraft, boats, recreational vehicles, and other personal property that may incorporate compartmentalized and controlled access stalls or lockers for storage. Any Flex use that incorporates compartmentalized and controlled access stalls or lockers for storage shall meet the requirements of Valley Zoning Ordinance Section 9.11.

*Graphic element.* A letter, illustration, symbol, figure, insignia, or other device employed to express and illustrate a message or part thereof.

*Condo Garage.* Real estate, a portion of which is designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions, pursuant to the Nebraska Condominium Act. Use of the individual unit may be any use permitted pursuant to Valley Zoning Ordinance and this Agreement except that residential uses, except upper story housing, are prohibited.

*Landscape.* Plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.

*Light cut-off angle.* An angle from vertical, external downward from a luminary, which defines the maximum illumination outward at the ground plane.

*Logic of design.* Accepted principles and criteria of validity in the solution of the problem of design.

*Masonry.* Shall include brick, cast stone, and decorative masonry units. Concrete wall form liners may be approved by the Building and Zoning Official if it is determined they adequately simulate approved masonry materials.

*Mechanical equipment.* Equipment, devices and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

*Miscellaneous structures.* Structures, other than buildings, visible from public ways. Examples are: memorials, staging, antennas, fences and walls, transformers, drive-up facilities.

*Plant materials.* Trees, shrubs, vines, ground covers, grass perennials, annuals, and bulbs.

*Proportion.* Balanced relationship of parts of a building, landscape, structures, or buildings to each other and to the whole.

*Scale.* Proportional relationship of the size of parts to one another and to the human figure.

*Screening.* Structure of planting that conceals from view from public ways the area behind such structure of planting.

*Shrub.* A multi-stemmed woody plant other than a tree.

*Site break.* A structural or landscape device to interrupt long vistas and create visual interest in a site development.

*Street hardware.* Man-made objects other than buildings that are part of the streetscape. Examples are: lamp posts, utility poles, traffic signs, benches, litter containers, planting containers, letter boxes, fire hydrants.

*Streetscape.* The scene as may be observed along a public street or way composed of natural or man-made components, including building, paving, planting, street hardware, and miscellaneous structures.

*Utilitarian structure.* A structure or enclosure relating to mechanical or electrical services to a building or development.

*Utility hardware.* Devices such as poles, cross arms, transformers, and vaults, gas pressure regulating assemblies, hydrants, and buffalo boxes that are used for water, gas oil, sewer, and electrical services to a building or a project.

*Utility services.* Any device, including wire, pipe, and conduit, which carries gas, water, electricity, oil and communications into a building or development.

**Exhibit D**  
**Permitted Uses**

Land Use Categories/Matrix

P = Permitted C = Conditional Use Permit T = Temporary "-" = not permitted *1 = Floodplain regulations shall be met														
Use Category	Use Type	TA	RS	R-1	R-2	R-3	RM	C-1	C-2	C-3	I-1	I-2	I-3	Additional Requirements
		Residential Living	Upper story housing	.	.	.	.	.	.	.	.	P	.	
Residential/Commercial Institutions	Adult care homes	.	.	.	.	.	.	.	.	C	.	.	.	
	Assisted Living Facilities	.	.	.	.	.	.	.	.	C	.	.	.	
	Emergency Residential Services/Shelters	.	.	.	.	.	.	.	.	C	.	.	.	
	Group Care Home	.	.	.	.	.	.	.	.	C	.	.	.	
	Group Home	.	.	.	.	.	.	.	.	C	.	.	.	
	Hospice	.	.	.	.	.	.	.	.	C	.	.	.	
	Life Care Facility	.	.	.	.	.	.	.	.	C	.	.	.	
Community Services/Civic Uses	Fire and Rescue facilities	.	.	.	.	.	.	.	.	P	.	.	.	
	Fraternal Organization	.	.	.	.	.	.	.	.	C	.	.	.	
	Governmental offices and uses	.	.	.	.	.	.	.	.	P	.	.	.	
	Law enforcement centers	.	.	.	.	.	.	.	.	P	.	.	.	
	Public Libraries and museums	.	.	.	.	.	.	.	.	P	.	.	.	
	Philanthropic Organizations	.	.	.	.	.	.	.	.	C	.	.	.	
	Senior citizen centers	.	.	.	.	.	.	.	.	C	.	.	.	
Day-Care, Public & Private Schools	Child Care Center	.	.	.	.	.	.	.	.	C	.	.	.	
	Daycare centers	.	.	.	.	.	.	.	.	C	.	.	.	
Public Parks & Open Space	Arboretums	.	.	.	.	.	.	.	.	P	.	.	.	
	Nature centers	.	.	.	.	.	.	.	.	P	.	.	.	
Public	Wireless telecommunication facilities sys. - new tower	-	-	-	-	-	-	-	-	C	-	-	-	See Section 9.03
	Wireless telecommunication facilities sys. - collocated	-	-	-	-	-	-	-	-	C	-	-	-	See Section 9.03

Radio and tower transmitter (Shortwave and Ham operations)	-	-	-	-	-	-	-	-	-	-	C	-	-	-	See Section 9.19

P = Permitted  
C = Conditional Use Permit  
T = Temporary  
“-” = not permitted  
\*1 = Floodplain regulations shall be met

Use Category	Use Type	TA	RS	R-1	R-2	R-3	RM	C-1	C-2	C-3	I-1	I-2	I-3	Additional Requirements
Animal Care	Pet grooming, Pet training	-	-	-	-	-	-	-	-	P	-	-	-	
Business and Household Services	Building maintenance & cleaning services	-	-	-	-	-	-	-	-	P	-	-	-	
	Copying, printing, mailing, & packaging services	-	-	-	-	-	-	-	-	C	-	-	-	
	Lawn, garden & yard maintenance services	-	-	-	-	-	-	-	-	P	-	-	-	
	Locksmiths and key duplication	-	-	-	-	-	-	-	-	P	-	-	-	
	Pest control services	-	-	-	-	-	-	-	-	C	-	-	-	
	Small appliances & household equipment repair	-	-	-	-	-	-	-	-	P	-	-	-	
Financial Services	Brokerages	-	-	-	-	-	-	-	-	P	-	-	-	
	Insurance offices	-	-	-	-	-	-	-	-	P	-	-	-	
	Financial advisory services	-	-	-	-	-	-	-	-	P	-	-	-	
	Specialty loan services	-	-	-	-	-	-	-	-	P	-	-	-	
Food And Beverage Services	Catering service	-	-	-	-	-	-	-	-	P	-	-	-	
General Commercial	Artisan production shop	-	-	-	-	-	-	-	-	P	-	-	-	
	Artist Studio	-	-	-	-	-	-	-	-	P	-	-	-	
	Condominiums	-	-	-	-	-	-	-	-	P	-	-	-	
Medical Uses	Acupuncture offices	-	-	-	-	-	-	-	-	P	-	-	-	
	Chiropractor offices	-	-	-	-	-	-	-	-	P	-	-	-	
	Dental offices incl. orthodontics	-	-	-	-	-	-	-	-	P	-	-	-	
	Massage therapy	-	-	-	-	-	-	-	-	P	-	-	-	
	Medical offices	-	-	-	-	-	-	-	-	P	-	-	-	
	Optical sales & services	-	-	-	-	-	-	-	-	P	-	-	-	
	Laser Treatment	-	-	-	-	-	-	-	-	P	-	-	-	
	Rehabilitation facilities including out-patient services	-	-	-	-	-	-	-	-	P	-	-	-	

Office Uses	Accountant and investment counseling	-	-	-	-	-	-	-	-	-	P	-	-	-
	Business offices	-	-	-	-	-	-	-	-	-	P	-	-	-
	Consultant offices	-	-	-	-	-	-	-	-	-	P	-	-	-
	Lawyer/Attorney offices	-	-	-	-	-	-	-	-	-	P	-	-	-
	Photographic studios	-	-	-	-	-	-	-	-	-	P	-	-	-
	Real Estate offices	-	-	-	-	-	-	-	-	-	P	-	-	-
	Utility and telephone company offices	-	-	-	-	-	-	-	-	-	P	-	-	-

STILLWATER – CLUSTERED MIXED USE MATRIX

P = Permitted C = Conditional Use Permit T = Temporary "-" = not permitted *1 = Floodplain regulations shall be met														
Use Category	Use Type	TA	RS	R-1	R-2	R-3	RM	C-1	C-2	C-3	I-1	I-2	I-3	Additional Requirements
Warehousing & Storage	Mini-warehouses & self-service storage	.	.	.	.	.	.	.	.	C	.	.	.	See Section 9.11
Contractors, Contractor Yards, Storage & Supply	Carpenters	.	.	.	.	.	.	.	.	P	.	.	.	
	Electricians	.	.	.	.	.	.	.	.	P	.	.	.	
	Heating & ventilating contractors	.	.	.	.	.	.	.	.	P	.	.	.	
	Masons & bricklayers	.	.	.	.	.	.	.	.	P	.	.	.	
	Plumbers	.	.	.	.	.	.	.	.	P	.	.	.	
	Trade shops (incl. cabinet makers)	.	.	.	.	.	.	.	.	P	.	.	.	

## **Exhibit E Amendments**

### *Amendments or modification to application of City of Valley Zoning Ordinance*

#### **Front Façade**

The front façade shall include windows, arcades, awnings, projecting canopies, covered walkways, porticos, or other acceptable features along at least 60 percent of the front façade length and over at least 25 percent of the front façade area. Overhead doors may be acceptable features, if approved by the Building and Zoning Official, and provided that the overhead doors are designed and constructed in accordance with the specific Overhead Door Architectural Design Criteria attached hereto as Exhibit "E-1" and incorporated herein by this reference.

#### **Landscape Buffer.**

The areas zoned C-3 subject to this Agreement do not have rear yards, and therefore shall not require a landscape buffer of evergreens along the property line to screen service areas and rear facades from the adjacent property; said areas shall be subject to all other requirements of the Valley Zoning Ordinance Article 12: Site Design Standards.

#### **Maximum Parking.**

This development is not subject to maximum parking restrictions.

#### **Condo Garage Parking Requirements**

The minimum parking requirements for the Condo Garage use shall be one stall per bay. This requirement may be met by an 9'x18' paved surface in front of the garage door as long as the total paving allows for a minimum 12' drive aisle adjacent to the parking stall.

#### **Façade Materials and Color.**

Not less than 50 percent of the front of the building and 25 percent of the sides of the building shall be brick, stone textured CMU, cement board siding, architectural siding panels, brick and stone urethane panels, or other acceptable durable modern materials as approved by the City.

In the event the City of Valley Zoning Ordinance is amended to require a lesser percentage of any façade be the above listed materials, the lesser required percentage shall apply.

#### **Amenities.**

No public gathering space, public space amenities or landscaped site for public artwork shall be required in this development.

**Exhibit E-1**  
**Overhead Door Architectural Design Criteria**

The frame or paneling of any overhead doors shall be of a contrasting color from adjacent building panels or façade and shall not be white.

A minimum of fifty percent (50%) of any overhead door shall be glass or resemble glass (e.g. acrylic or polygal are also permitted) and may be transparent, tinted, frosted, or opaque. The color or appearance of the glass or glass resembling material must contrast from the color of the frame or paneling of the overhead door.

**Exhibit F**  
**Signage Design Criteria**

Signage shall meet the minimum requirements of the City of Valley Zoning Ordinance, Article 8: Sign Regulations.

Animated Signs, On-Premises Billboard Signs, and Electronic Message Board Signs shall be prohibited.

# RESOLUTION NO. 2023-41

**WHEREAS**, the City of Valley, Nebraska, proposes to enter into a Subdivision Agreement and Agreement for Irrevocable Letter of Credit with Still Water Lake LLC – Phase 2; and

**WHEREAS**, proposed Subdivision Agreement and Agreement for Irrevocable Letter of Credit with Still Water Lake LLC, have been submitted; and

**WHEREAS**, the Valley City Council met in regular session on August 8, 2023 and reviewed said agreements.

**NOW, THEREFORE, BE IT RESOLVED**, that the Valley City Council authorizes Mayor Cindy Grove to execute the Subdivision Agreement and Agreement for Irrevocable Letter of Credit with Still Water Lake LLC, on behalf of the City of Valley, copies of which are marked Exhibits “A” and “B” and attached hereto and made a part hereof by reference.

DATED this 15<sup>th</sup> day of August, 2023.

CITY OF VALLEY,  
DOUGLAS COUNTY, NEBRASKA

\_\_\_\_\_  
Cindy Grove, Mayor

\_\_\_\_\_  
John Batcher, Council President

\_\_\_\_\_  
Bryon Ueckert, Council Member

\_\_\_\_\_  
Linda Lewis, Council Member

\_\_\_\_\_  
Chris TenEyck, Council Member

ATTEST:

\_\_\_\_\_  
Cheryl K. Eckerman, City Clerk

**SUBDIVISION AGREEMENT**

**STILL WATER LAKE – PHASE 2**

**THIS AGREEMENT** made and entered this \_\_\_\_ day of August, 2023, by and between Still Water Lake, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Subdivider"), the City of Valley, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City"), and the Still Water Lake Homeowners Association, Inc., a Nebraska nonprofit corporation (hereinafter referred to as the "Association"). This Subdivision Agreement applies only to the real property described on Exhibit "A", attached hereto and incorporated herein by this reference, containing approximately 8.064 acres (the "Area to be Developed"). At such time as a Final Plat is approved subdividing the Area to be Developed into Lots 24-49 and Outlot C, this Agreement shall be amended to substitute the legal descriptions for the Lots for the legal description on Exhibit "A".

WITNESSETH

WHEREAS, Subdivider is the owner of the Area to be Developed, and intends to develop a lakeside commercial and residential subdivision to be known as Still Water Lake – Phase 2 as shown on the proposed Final Plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, Subdivider desires to connect the system of sanitary sewers, water mains, streets, storm sewers and sidewalks to be constructed within the Area to be Developed to the sewers, waters, streets, storm sewers and sidewalks of the City; and

WHEREAS, the Subdivider has formed the Association and one of its purposes is to maintain certain improvements pursuant to this Agreement; and

WHEREAS, the City will design, engineer and contract for the construction of certain public improvements to be constructed within in the Area to be Developed; and

WHEREAS, Subdivider will design, engineer and contract for the construction of certain public and private improvements to be constructed in the Area to be Developed; and

WHEREAS, the parties wish to set forth the conditions which must be satisfied for the Final Plat of the Area to be Developed to be signed and filed, and also to set forth certain continuing obligations of the parties after the filing of the Final Plat.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of improvements shall be deemed to include all construction costs, design and engineering fees, testing expenses, legal fees incurred by City, and miscellaneous costs.

#### **SECTION I: PUBLIC INFRASTRUCTURE IMPROVEMENTS**

- A. The City will design, engineer, bid, and oversee the construction of the following Public

Infrastructure Improvements:

1. **Streets.** In accordance with the City's design standards, paving of all streets within the new dedicated right-of-way, per the plat (Exhibit "B"), and the paving of all connecting streets between the new dedicated right-of-way and existing off-site rights-of-way, and as shown on the Street Paving Plan prepared by the City Engineer, a copy of which is attached hereto as Exhibit "C".
  
2. **Storm Sewers.** In accordance with the City's design standards, the construction of all storm sewers, inlets, manholes, flumes, and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all storm sewers, inlets, manholes, flumes and related appurtenances within the existing off-site rights-of-way and as shown on the public Storm Sewer Layout prepared by the City Engineer, a copy of which is attached hereto as Exhibit "D."
  
3. **Sanitary Sewer.** In accordance with the City's design standards, the construction of all sanitary sewer mains, manholes, lift stations, force mains and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all sanitary sewer mains, manholes, lift stations, force mains and related appurtenances within the existing off-site rights-of-way, and as shown on the Sanitary Sewer Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "E".

4. **Water.** In accordance with the City's design standards, the construction of all water mains, valves, fire hydrants, and related appurtenances within the new dedicated right-of-way and easements, per the plat (Exhibit "B"), and the construction of all water mains, valves, fire hydrants, and related appurtenances within the existing off-site rights-of-way, and as shown on the Water Main Layout prepared by the City Engineer a copy of which is attached hereto as Exhibit "F".

5. **Sidewalks.** In accordance with the City's design standards, the construction of all sidewalks on rights-of-way per the plat (Exhibit "B") in accordance with the City's Sidewalk Layout attached hereto as Exhibit "G").

B. The Subdivider shall contract for the timely and orderly installation of certain Public Infrastructure Improvements as described immediately herein below, provided that the City Engineer shall approve the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private improvements. The Public Infrastructure Improvements shall be timely and orderly installed as follows:

1. **Natural Gas.** Subdivider shall arrange and contract for natural gas distribution mains to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and the plan prepared by Black Hills Energy, which plan shall be approved by the City Engineer and

the Subdivider.

2. **Street Lighting.** Subdivider shall arrange and contract for street lighting for public streets to be installed within the new dedicated public rights-of-way as per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.
3. **Electricity.** Subdivider shall arrange and contract for underground electrical service distribution mains to be installed within the new dedicated public rights-of-way to serve each of the lots in the Area to be Developed, per the plat (Exhibit "B") and the plan prepared by the Omaha Public Power District, which plan shall be approved by the City Engineer and the Subdivider.
4. **Telephone/Cable/Internet.** Subdivider shall arrange and contract for underground telephone, cable, and internet distribution mains to be installed within the new dedicated public rights-of-way, as per the plat (Exhibit "B") and the plan prepared by the prevailing telephone, cable and internet provider within the City, which plan shall be approved by the City Engineer and the Subdivider.
5. **Landscaping and Fencing.** Subdivider shall arrange and contract for Landscaping and Fencing, if any, to be installed within the new dedicated public rights-of-way, as per the plat (Exhibit "B") prepared by Subdivider or Subdivider's consultant, the plans for which shall be

approved by the City Engineer and the Subdivider.

6. **Civil Defense Siren.** No civil defense siren is required.

- C. Subdivider agrees to grant any and all easements that are required in connection with the construction of the Public Improvements.
- D. The parties agree that the Subdivider shall be responsible for the entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through (I)(A)(5). Such entire cost shall be paid by the Subdivider pursuant to the provisions of **Section V** herein below and the Agreement for Irrevocable Letter of Credit referenced therein.
- E. The parties agree that the Subdivider shall pay for the entire cost of design, contracting for, and installing of the Public Infrastructure Improvements set out in Section I(B)(1) through (I)(B)(6), including the payment of any connection fees or service charges. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such public infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section V herein below and the Agreement for Irrevocable Letter of Credit referenced therein.
- F. Upon completion of the Public Infrastructure Improvements, the City shall provide and pay for the

maintenance, repair and/or reconstruction of the Public Infrastructure Improvements located within the existing rights-of-way or within dedicated easements, except for maintenance and repair which is the responsibility of a public utility other than the City of Valley within the Area to be Developed and except as provided herein below. The repair and maintenance of such Public Infrastructure Improvements by the City shall include, but shall not be limited to, payment of monthly electrical charges for the lighting of public streets, the ordinary and necessary street maintenance and repair, including concrete panel replacement, street sweeping and standard snow removal.

## **SECTION II: PRIVATE IMPROVEMENTS**

A. The Subdivider shall contract for the timely and orderly installation of certain private improvements as described immediately herein below (the "Private Improvements"). The City Engineer shall approve the timeliness and installation of the Private Improvements for the purposes of coordination with the location and construction of Public Infrastructure Improvements. The Private Improvements shall be timely and orderly completed as follows:

1. **Dredging.** Subdivider shall complete all required dredging.
2. **Grading.** Subdivider shall complete all required grading as shown on the Private Grading Plan.
  - a. A floodplain development permit shall be submitted to the City of Valley for approval

prior to any grading in the area to be developed.

b. A stormwater pollution prevention plan (SWPPP) shall be submitted to the City of Valley and the Nebraska Department of Environment and Energy (NDEE) for permitting in accordance the National Pollutant Discharge Elimination System (NPDES) Permit for Storm Water Discharges from Construction Sites General NPDES Permit Number NER210000. A copy of the SWPPP shall be submitted to the City for approval prior to any grading in the area to be developed. A City grading permit is required prior to any grading operations.

- B. The parties agree that the Subdivider shall pay for the entire cost of installing and contracting for the Private Improvements as set out in Section II(A)(1) - Section II(A)(2) of this Agreement.
- C. The parties agree that the Subdivider shall reimburse City for the entire cost of the City's review and approval of the plans for and the timeliness and installation of such private infrastructure improvements for the purposes of coordination with the location and construction of the Public Infrastructure Improvements and the Private Improvements. Such reimbursement shall be made by the Subdivider to the City pursuant to the provisions of Section V herein below and the Agreement for Irrevocable Letter of Credit referenced therein.
- D. Upon completion of the Private Improvements, the Subdivider and/or the Association shall provide and pay for the maintenance, repair and/or reconstruction of any private improvements, including

but not limited to paving, sidewalks, and landscaping, constructed within Outlot C or within dedicated easements, in perpetuity. Should the aforementioned the private improvements not be maintained or repaired in accordance with City standards, and only after the expiration of thirty (30) days from the date upon which Subdivider and/or Association receives written notice from the City detailing the required maintenance and/or repairs and Subdivider and/or Association's fails to complete said maintenance and/or repairs specified in the written notice, the City can maintain or repair said the private improvements accordingly and it shall be reimbursed for the cost of any such maintenance or repairs by Association.

### **SECTION III: THE LAKE**

- A. The Subdivider shall convey the Lake, to be a 5.9 acre recreational lake, which will be known as Outlot "A", to the Association for the purpose of providing lake recreation for the property owners of the Still Water Lake Subdivision.
- B. The Association shall maintain the Lake and establish the appropriate rules for the use of the lake by the property owners and residents of Still Water Lake Subdivision, and their representatives, guests and invitees.
- C. Subdivider represents and warrants to City that the rules, when adopted, shall provide that there will be no docks allowed on the lake and that it will be a "no-wake" lake with a limitation as to the size and type of any watercraft, including a limitation on motor size consistent with the "no-wake" rule.

- D. No building permits will be issued for any lot within Still Water Lake - Phase 2, until the construction and dredging of the lake on Outlot A is substantially complete as shown on and pursuant to Exhibit "B".

#### **SECTION IV: CONTRACTS FOR PUBLIC INFRASTRUCTURE**

##### **IMPROVEMENTS AND PUBLIC IMPROVEMENTS**

- A. The City, through its Engineers, shall publish a Notice to Contractors to solicit bids for the construction of the public improvements set forth in Section I(A)(1) through Section I(A)(5). After receiving bids, the City will award the contract(s) to the lowest responsible bidder, subject to its right to reject all bids.
- B. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(A)(1) through I(A)(5) shall be in the name of the City.
- C. The Contract(s) for the construction of the Public Infrastructure Improvements described in Section I(B)(1) through I(B)(6) shall be in the name of the Subdivider. Such Contract(s) and all related performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted to for review and approval by the City Engineer
- D. The Contract(s) for the construction of the Private Improvements described in Section II(A)(1) through II(A)(2) shall be in the name of the Subdivider. Such Contract(s) and all related

performance bonds, payment bonds, certificates of insurance and any other related documents are to be submitted for review and approval by the City Engineer

## **SECTION V: PAYMENTS**

- A. Subdivider covenants and agrees that Subdivider shall pay City the following amounts:
1. Subdivider will reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Still Water Lake – Phase 2, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of all agreements, including this Subdivision Agreement and the Mixed Use Development Agreement (the "Initial Review Reimbursements"). City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs. The Initial Review Reimbursements shall be paid to City prior to the City's approval of the Final Plat for the Still Water Lake - Phase 2 and shall be subject to the terms and conditions of the Predevelopment Cost Agreement attached hereto as Exhibit "H" and incorporated herein by this reference.
  2. The entire cost of the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), including all construction costs, design and engineering fees, testing and

inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs shall be the responsibility of the Subdivider. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Irrevocable Letter of Credit attached hereto as Exhibit "I" and incorporated by this reference and shall complete the deposit of funds pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to the contractors constructing the Public Infrastructure Improvements set out in Section I(A)(1) through I(A)(5), and any required reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Irrevocable Letter of Credit.

3. In addition to the payments described in Section V(A)(1) and Section V(A)(2) hereinabove, Subdivider will reimburse the City in an amount equal to all other actual costs incurred by the City in connection with the review and processing of all other matters related to Still Water Lake – Phase 2, including but not limited to planning, plat review fees, engineering and inspection fees, legal and other miscellaneous expenses incurred by the City related to the Public Infrastructure Improvements and the Private Improvements. City shall provide Subdivider with an itemized breakdown of such actual costs, and, if requested, copies of invoices for all fees and costs. To secure and assure the aforementioned obligations Subdivider shall execute the Agreement for Irrevocable Letter of Credit

attached hereto as Exhibit "I", and incorporated by this reference and shall obtain the Irrevocable Letter of Credit pursuant to the terms of such Agreement prior to approval and filing of the Final Plat. All payments to be made pursuant to this Section V(A)(3) shall be made pursuant to the terms of the Agreement for Escrow for Irrevocable Letter of Credit.

B. Pursuant to the City of Valley's Sanitary Sewer Sub-Basin Pioneering Policy, Subdivider shall pay to BKM Land Company, L.L.C., a Nebraska limited liability company, the sum of Nineteen Thousand Three Hundred Fifty Three and 60/100 Dollars (\$19,353.60); said sum is a reimbursement due to BKM Land Company, L.L.C. for Subdivider's pro-rata portion of the entire cost of the Pioneered Interceptor Sewer Infrastructure that shall serve Still Water Lake – Phase 2.

#### **SECTION VI: CAPITAL FACILITIES FEES – SEWER AND WATER**

A. A Capital Facilities Fee (Sewer) shall be paid to the City as follows:

1. There is to be 1 single family residential lot in Still Water Lake – Phase 2, 19 residential duplex lots in Still Water Lake - Phase 2, 6 commercial lots (2.979 acres) in Still Water Lake - Phase 2, and 1 Outlot (.247 acres) in Still Water Lake - Phase 2, with a Capital Facilities Fee (Sewer) of \$1,300.00 per each single family residential lot, Capital Facilities Fee (Sewer) of \$1,780.00 per each residential duplex lot, a Capital Facilities Fee (Sewer) of \$3,600.00 per each commercial lot acre, and a Capital Facilities Fee (Sewer) of \$3,000.00 per each outlot acre to be paid as follows:

a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Sewer), in the amount of \$23,661.58, to the City prior to the City signing the Final Plat for the Still Water Lake - Phase 2.

a. With respect to each individual residential single-family lot, residential duplex lot and commercial lot, the remaining one-half of the Capital Facilities Fee (Sewer) shall be paid to the City at the time an application for a building permit is made for construction upon said lot.

B. A Capital Facilities Fee (Water) shall be paid to the City as follows:

1. There is to be 1 single family residential lot in Still Water Lake – Phase 2, 19 residential duplex lots in Still Water Lake - Phase 2, 6 commercial lots (2.979 acres) in Still Water Lake - Phase 2, and 1 Outlot (.247 acres) in Still Water Lake - Phase 2, with a Capital Facilities Fee (Water) of \$1,100.00 per each single family residential lot, Capital Facilities Fee (Water) of \$1,480.00 per each residential duplex lot, a Capital Facilities Fee (Water) of \$3,000.00 per each commercial lot acre, and a Capital Facilities Fee (Sew Water er) of \$3,000.00 per each outlot acre to be paid as follows:

a. The Subdivider shall pay the first one-half of the Capital Facilities Fee (Water), in the amount of \$19,448.12, to the City prior to the City signing the Final Plat of the Still Water Lake – Phase 2.

- b. With respect to each individual residential single-family lot, residential duplex lot and commercial lot, the remaining one-half of the Capital Facilities Fee (Water) shall be paid to the City at the time an application for a building permit is made for construction upon said lot.

#### **SECTION VII: CITY'S TAKEOVER RIGHTS**

In the event that Subdivider should abandon the construction of the Public or Private Improvements at any time then City shall have the option of taking over control of the construction of the Improvements in the following manner:

- a. City shall give Subdivider written notice of its intent to take control of the construction of the Public and Private Improvements.
- b. Subdivider shall have sixty (60) days after receipt of such written notice to commence or re-commence construction of the Public and Private Improvements.
- c. In the event that Subdivider commences or re-commences construction of the Public and Private Improvements within such sixty (60) day period, then City's right to take control of the construction of the Improvements shall terminate, but only with respect to the alleged abandonment set forth in the written notice.
- d. In the event that Subdivider does not commence or re-commence construction of the Public and Private Improvements within such sixty (60) day period, then, on the first

business day after the expiration of such sixty (60) day period the City can proceed with the construction of the Public and Private Improvements. All payments to the contractors constructing the Public and Private Improvements, and any reimbursements to the City as described herein, shall be made pursuant to the terms of the Agreement for Irrevocable Letter of Credit.

- e. For the purposes of this Agreement abandonment of construction of the Improvements shall be defined as the failure of Subdivider to diligently pursue construction of the Improvements for a continuous and successive period of one hundred twenty (120) days.

#### **SECTION VIII: CITY REGULATIONS**

Subdivider covenants and agrees that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

#### **SECTION IX: NON-DISCRIMINATION**

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

#### **SECTION X: CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING**

The Final Plat shall not be approved or signed until the following has occurred:

1. Execution of the Subdivision Agreement.
2. Execution of the Predevelopment Agreement and payment of all amounts to be paid to the City pursuant to the terms of the Pre-Development Agreement.
3. Approval and execution of the Mixed Use Development Agreement pertaining to Lots 44-49 and Outlot C, Still Water Lake, a subdivision as surveyed platted and recorded in Douglas County, Nebraska.
4. Execution of the Agreement for Irrevocable Letter of Credit.
5. Subdivider having secured an irrevocable letter of credit from a financial institution acceptable to the City in the appropriate amount pursuant to the terms of the Agreement for Irrevocable Letter of Credit.
6. City having satisfied itself, in its sole and absolute discretion, that the Subdivider has obtained all necessary Corps of Engineering Approvals and Permits, if any, necessary to complete the development of Still Water Lake, Phase 2, including but not limited to obtaining all required Section 404 Permits and any other required wetlands permits.
7. City having satisfied itself, in its sole and absolute discretion, that Still Water Lake – Phase 2 as designed is, or will be, in compliance with all of City's existing Zoning and Subdivision Regulations.
8. Conveyance of the lake to the Homeowner's Association pursuant to the terms of

Section IV of this Agreement.

The Subdivider shall file the Final Plat with the Douglas County Register of Deeds within five (5) business days after receipt of the signed Final Plat from the City, but in no event shall the Final Plat be filed later than one year from the date of the City Council's approval of said Final Plat.

#### **SECTION XI: SUBDIVIDER INDEMNITY**

The Subdivider agrees to defend, indemnify, and hold City and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, or lack of performance by Subdivider or Subdivider's employees, agents, contractors, subcontractors or other representatives in relation to the development of the Area to be Developed, except to the extent such injury is caused by the gross negligence or intentional acts of City. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:

- A. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by Subdivider's breach, default, or failure

to perform or properly perform any of Subdivider's obligations required by any warranty, representation, obligation or responsibility arising out of state, federal or local law, or from any provision of this Agreement.

- B. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by Subdivider or Subdivider's employees, agents, contractors, subcontractors and assigns into any wastewater sewer system or storm sewer during the term of this Agreement.
- C. Any injury, loss or damage to any person occurring while said individual is on any premises within the Area to be Developed.
- D. Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right-of-way, by Subdivider or Subdivider's respective employees or agents.

## **SECTION XII: SUBDIVIDER WARRANTY**

The Subdivider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Subdivider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Subdivider, any

fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

### **SECTION XIII: MISCELLANEOUS**

- A. No separate administrative entity or joint venture among the parties is deemed created by virtue of the Subdivision Agreement.
- B. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.
- C. Subdivider shall provide to City a Corporate Resolution of Still Water Lake, LLC, a Nebraska limited liability company, authorizing and directing a representative of the Company to enter into this Agreement on behalf of the Company.
- D. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
- E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and shall run with the land shown on Exhibit "A".
- F. This Subdivision Agreement shall pertain only to Still Water Lake Phase 2. A new Subdivision

Agreement shall be entered into for any and all subsequent phases.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents,  
hereby enter into this Agreement, effective as of the day and year first above written.

Attest:

CITY OF VALLEY, NEBRASKA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

STILL WATER LAKE, LLC,  
a Nebraska limited liability company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

STILL WATER LAKE HOMEOWNERS  
ASSOCIATION,  
INC., a Nebraska Non Profit Corporation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT "A"

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6<sup>TH</sup> P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276<sup>TH</sup> STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 610.97 FEET CONTINUING ON SAID NORTH LINE TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 275;

THENCE SOUTH 45°06'26" EAST FOR 653.59 FEET ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 44°35'52" EAST FOR 25.58 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 45°14'43" WEST FOR 238.95 FEET;

THENCE NORTH 44°45'17" WEST FOR 27.45 FEET;

THENCE SOUTH 45°14'43" WEST FOR 160.00 FEET;

THENCE NORTH 44°45'17" WEST FOR 630.58 FEET ON THE NORTH LINE OF OUTLOT A, STILL WATER LAKE

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING NORTH 67°24'53" WEST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET CONTINUING ON SAID NORTH LINE TO THE EAST LINE OF LOT 20, STILL WATER LAKE;

THENCE NORTH 00°07'42" EAST FOR 164.96 FEET ON THE EAST LINE OF LOTS 20 THROUGH 23, STILL WATER LAKE, TO THE NORTHEAST CORNER OF SAID LOT 23;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING NORTH 88°45'45" WEST FOR 17.53 FEET) FOR AN ARC LENGTH OF 17.53 FEET ON THE NORTH LINE OF SAID LOT 23;

THENCE NORTH 89°57'30" WEST FOR 164.41 FEET CONTINUING ON THE NORTH LINE OF SAID LOT 23 AND OUTLOT B, STILL WATER LAKE, TO THE NORTHWEST CORNER OF SAID OUTLOT B, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N 276<sup>TH</sup> STREET;

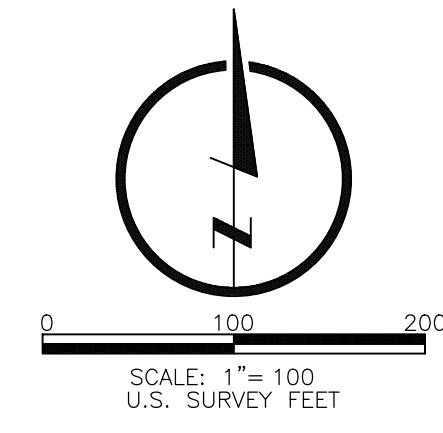
THENCE NORTH 00°07'02" EAST FOR 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.064 ACRES

# STILL WATER LAKE

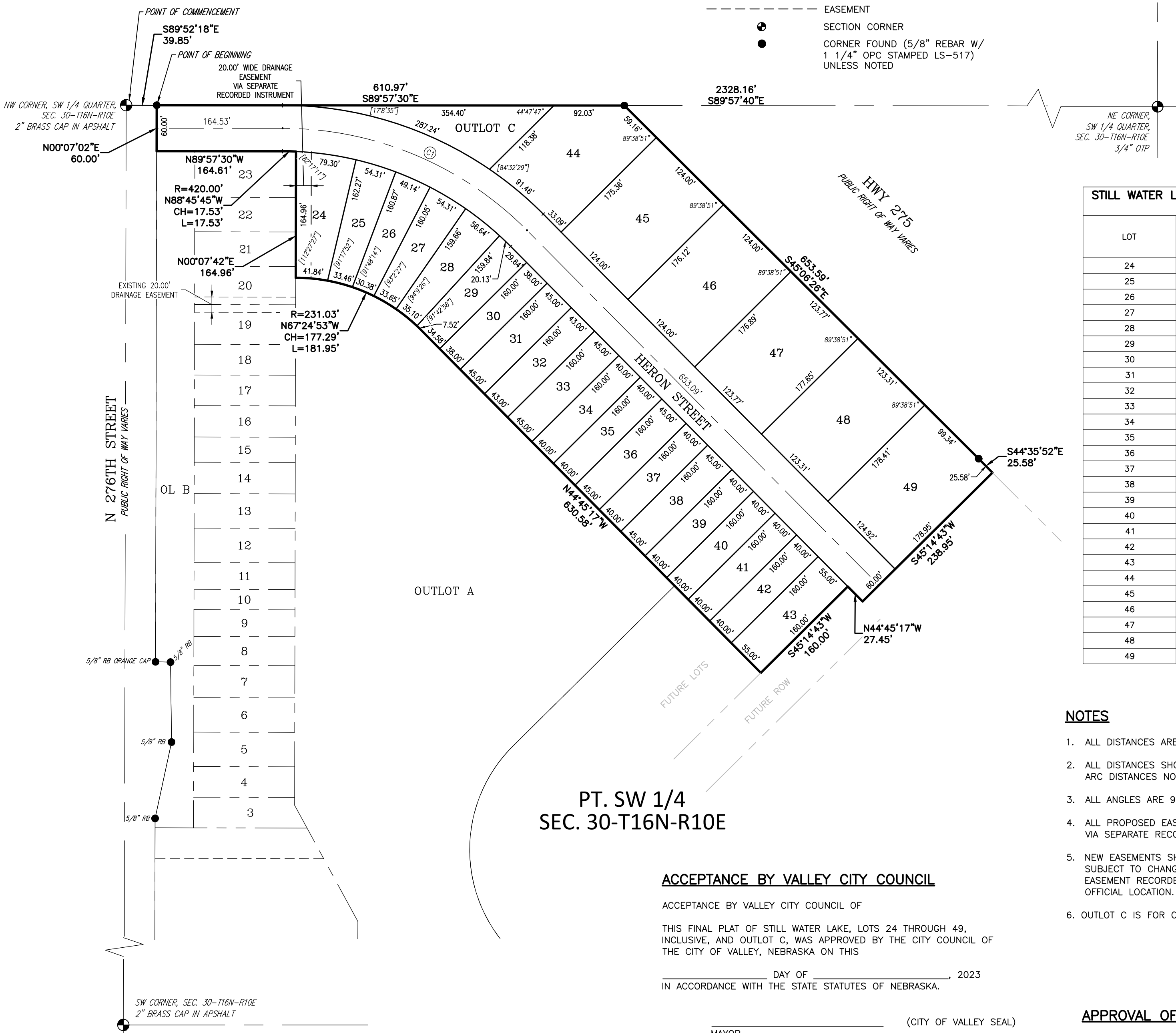
LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA

LOCATED IN:  
SW 1/4, SW 1/4, SEC. 30-T16N-R10E



### LEGEND

- PROPERTY LINE
- LOT LINE
- - - SECTION LINE
- - - EASEMENT
- SECTION CORNER
- CORNER FOUND (5/8" REBAR W/ 1 1/4" OPC STAMPED LS-517) UNLESS NOTED



### STILL WATER LAKE MINIMUM FINISHED FLOOR ELEVATIONS

LOT	HEG (HIGHEST EXISTING GRADE WITHIN REQUIRED LOT SETBACKS)	FFE (MINIMUM FINISHED FLOOR ELEVATIONS)
24	1141	1144
25	1141	1144
26	1141	1144
27	1141	1144
28	1141	1144
29	1141	1144
30	1141	1144
31	1141	1144
32	1141	1144
33	1141	1144
34	1141	1144
35	1142	1145
36	1142	1145
37	1142	1145
38	1142	1145
39	1142	1145
40	1141	1144
41	1141	1144
42	1141	1144
43	1141	1144
44	1144	1147
45	1144	1147
46	1144	1147
47	1144	1147
48	1144	1147
49	1144	1147

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS STILL WATER LAKE, LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276TH STREET AND THE TRUE POINT OF BEGINNING;

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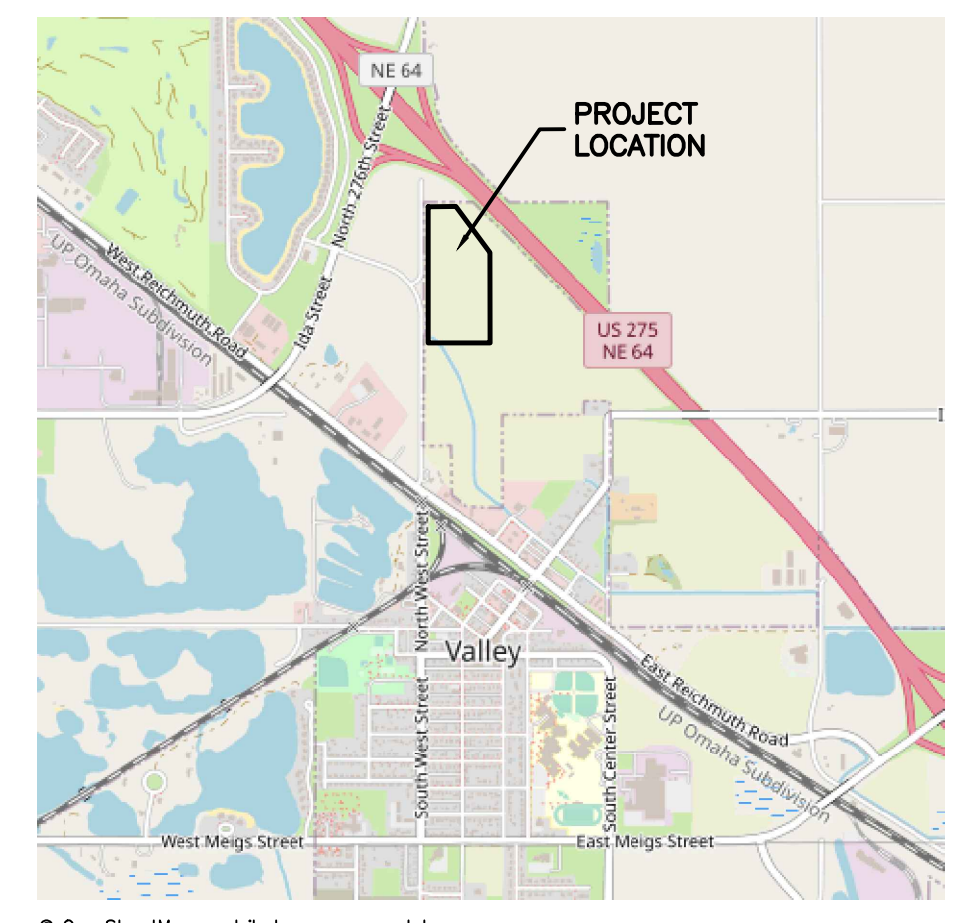
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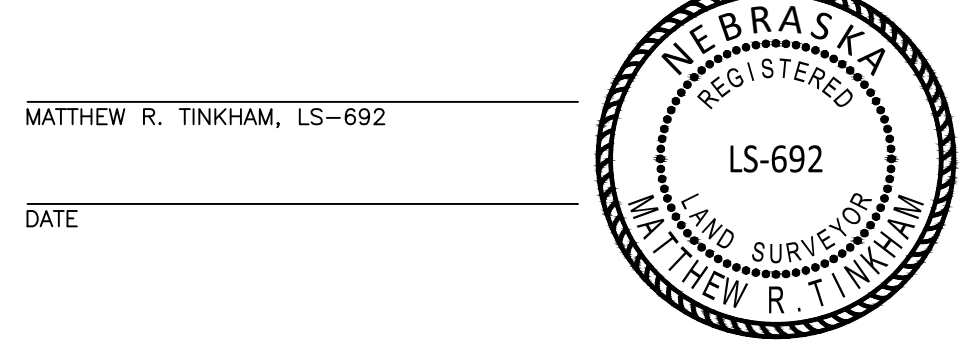
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THENCE NORTH 00°07'02" EAST FOR 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.064 ACRES.



### VICINITY MAP



MATTHEW R. TINKHAM, LS-692

DATE \_\_\_\_\_

### DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STILL WATER LAKE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS, AND UNITED REPUBLIC BANK, MORTGAGEES, OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS STILL WATER LAKE, LOTS 24-49, INCLUSIVE, AND OUTLOT C; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

### GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS  
PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A TEN-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT BOUNDARY LOT LINES. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS  
PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STILL WATER LAKE, LLC, OWNER

ROBERT D. HAMPTON  
MANAGING MEMBER

UNITED REPUBLIC BANK, MORTGAGEE

(PRINTED NAME) SIGNATURE \_\_\_\_\_

(PRINTED TITLE)

### NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
- NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.
- OUTLOT C IS FOR OFF-STREET PARKING.

### CENTERLINE CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	450.00'	355.03'	S67°21'23"E	345.89'	45°12'13"

### APPROVAL OF VALLEY CITY PLANNING COMMISSION

APPROVAL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA

THIS FINAL PLAT OF LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS APPROVED BY THE VALLEY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
SECRETARY, VALLEY PLANNING COMMISSION

### ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA )  
                                  ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

BY ROBERT D. HAMPTON, MANAGING MEMBER OF STILL WATER LAKE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA )  
                                  ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

BY \_\_\_\_\_ (PRINTED NAME) \_\_\_\_\_ (PRINTED TITLE) OF UNITED REPUBLIC BANK, ON BEHALF OF SAID BANK.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

### ACCEPTANCE BY VALLEY CITY COUNCIL

ACCEPTANCE BY VALLEY CITY COUNCIL OF

THIS FINAL PLAT OF STILL WATER LAKE, LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

\_\_\_\_\_  
MAYOR (CITY OF VALLEY SEAL)

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

### ACCEPTANCE BY VALLEY CITY ENGINEER

THIS FINAL PLAT OF LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS REVIEWED AND APPROVED BY THE VALLEY CITY ENGINEER ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
VALLEY CITY ENGINEER

### COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
DOUGLAS COUNTY TREASURER

### C-3 ZONING

HIGHWAY COMMERCIAL DISTRICT

**SETBACK REQUIREMENTS**  
NO SCALE

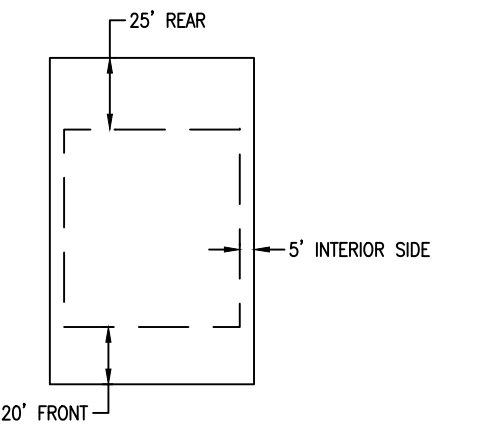
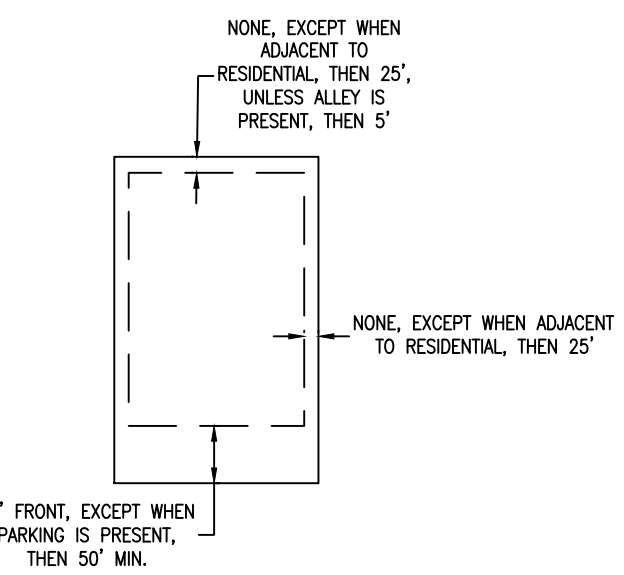
NOTE: SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 5.15 FOR ADDITIONAL REQUIREMENTS

### R-3 ZONING

LAKE FRONT RESIDENTIAL DISTRICT

**SETBACK REQUIREMENTS**  
NO SCALE

NOTE: SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 5.11 FOR ADDITIONAL REQUIREMENTS



## LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA  
14710 W. DODGE RD., STE. 100 (402)496.2498

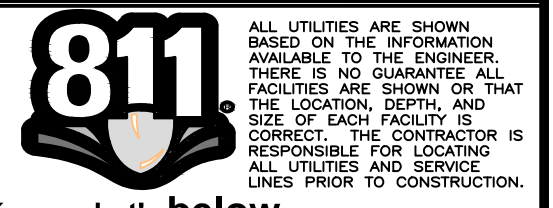
FORT COLLINS, COLORADO  
4715 INNOVATION DR., STE. 100 (970)226.0342

KANSAS CITY, MISSOURI  
9001 STATE LINE RD., STE. 200 (816)361.0440

MATTHEW R. TINKHAM  
LS-692

FINAL PLAT

STILL WATER LAKE, LOTS 24-49, INCLUSIVE, AND OUTLOT C  
VALLEY, DOUGLAS COUNTY, NEBRASKA



REVISIONS

DESIGNER / DRAFTER  
MATT TINKHAM/RACHEL RENNECKER

DATE  
4/13/2023

PROJECT NUMBER  
0120058.01

BOOK AND PAGE

SHEET

**STILL WATER LAKE  
PREDEVELOPMENT COST AGREEMENT**

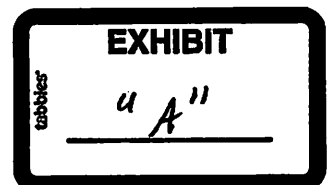
THIS AGREEMENT is made and entered this 25 day of July, 2023, by and between **Still Water Lake, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City")

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley containing approximately 8.064 acres and legally described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Still Water Lake – Phase 2 and as generally shown on Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Still Water Lake – Phase 2 can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains, sidewalks, landscaping in public rights of way and the installation of systems to provide natural gas, electricity, street lighting and telephone/internet/cable TV to each residence in Still Water Lake – Phase 2 (the "Public Infrastructure Improvements"); and

WHEREAS it is critical that the Public Infrastructure Improvements be designed immediately by the City so that contracts can be negotiated and construction can start on the Public Infrastructure Improvements as soon as possible; and



WHEREAS, pursuant to the terms of the Subdivision Agreement, Subdivider shall reimburse the City in an amount equal to all actual costs incurred by the City in connection with the initial design of Still Water Lake – Phase 2, to include planning, plat review fees, engineering fees, legal and other miscellaneous expenses incurred by the City, including but not limited to those expenses incurred in conjunction with the City's review of the Preliminary Plat, Final Plat and the preparation of the Subdivision Agreement, Agreement for Escrow of Security Fund, and this Predevelopment Cost Agreement (the "Initial Review Reimbursements").

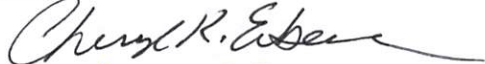
NOW THEREFORE, IT IS AGREED by and between Still Water Lake, LLC, Subdivider, and the City of Valley, Nebraska, a municipal corporation, hereinafter called the "City", as follows:

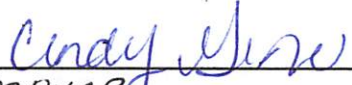
1. That contemporaneously with the execution of this Agreement and prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat, and the construction of the Public Infrastructure Improvements, Subdivider shall deposit the sum of Sixty Five Thousand Six Hundred Forty Dollars (\$65,640.00) (the "Deposit") with the City to be held in escrow as security to guarantee Subdivider's faithful performance of certain obligations under the Subdivision Agreement, including but not limited to the payment of the Initial Review Reimbursements.
2. That said escrow fund shall be allocated to specific items as shown on Exhibit "C" attached hereto and incorporated herein by this reference.

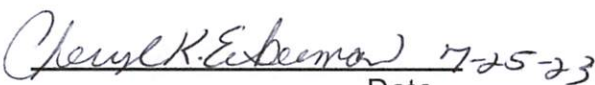
3. At Subdivider's request, City shall provide Subdivider with an itemized breakdown of such Initial Review Reimbursements, and, if requested, copies of invoices for all fees and costs.
4. In the event that due to unforeseen circumstances the Deposit is or will be insufficient to cover the cost of the Initial Review Reimbursements, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, make an additional deposit of funds with City in accordance with such notice.
5. Prior to and as a condition of the release of any escrow funds remaining upon commencement of construction of the Public Infrastructure Improvements, any and all Initial Review Reimbursements shall be paid in full. At such time, any excess escrow funds held by City will be refunded to Subdivider.

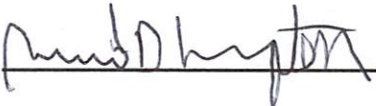
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed

this 25 day of July, 2023.

Attest:  
  
7-27-2023  
 Date

CITY OF VALLEY, NEBRASKA  
  
MAYOR 7-27-23  
 Date

Attest:  
  
7-25-23  
 Date

STILL WATER LAKE, LLC,  
 a Nebraska limited liability company  
  
7-25-23  
 Date

## EXHIBIT "A"

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6<sup>TH</sup> P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276<sup>TH</sup> STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 610.97 FEET CONTINUING ON SAID NORTH LINE TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 275;

THENCE SOUTH 45°06'26" EAST FOR 653.59 FEET ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 44°35'52" EAST FOR 25.58 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 45°14'43" WEST FOR 238.95 FEET;

THENCE NORTH 44°45'17" WEST FOR 27.45 FEET;

THENCE SOUTH 45°14'43" WEST FOR 160.00 FEET;

THENCE NORTH 44°45'17" WEST FOR 630.58 FEET ON THE NORTH LINE OF OUTLOT A, STILL WATER LAKE

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING NORTH 67°24'53" WEST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET CONTINUING ON SAID NORTH LINE TO THE EAST LINE OF LOT 20, STILL WATER LAKE;

THENCE NORTH 00°07'42" EAST FOR 164.96 FEET ON THE EAST LINE OF LOTS 20 THROUGH 23, STILL WATER LAKE, TO THE NORTHEAST CORNER OF SAID LOT 23;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING NORTH 88°45'45" WEST FOR 17.53 FEET) FOR AN ARC LENGTH OF 17.53 FEET ON THE NORTH LINE OF SAID LOT 23;

THENCE NORTH 89°57'30" WEST FOR 164.41 FEET CONTINUING ON THE NORTH LINE OF SAID LOT 23 AND OUTLOT B, STILL WATER LAKE, TO THE NORTHWEST CORNER OF SAID OUTLOT B, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N 276<sup>TH</sup> STREET;

THENCE NORTH 00°07'02 EAST FOR 60.00 FEET TO THE POINT OF BEGINNING.

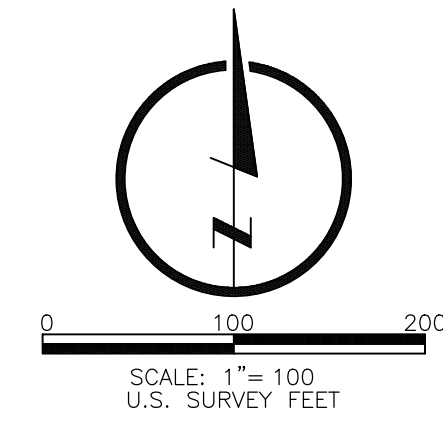
CONTAINS 8.064 ACRES

**EXHIBIT "B"**

# STILL WATER LAKE

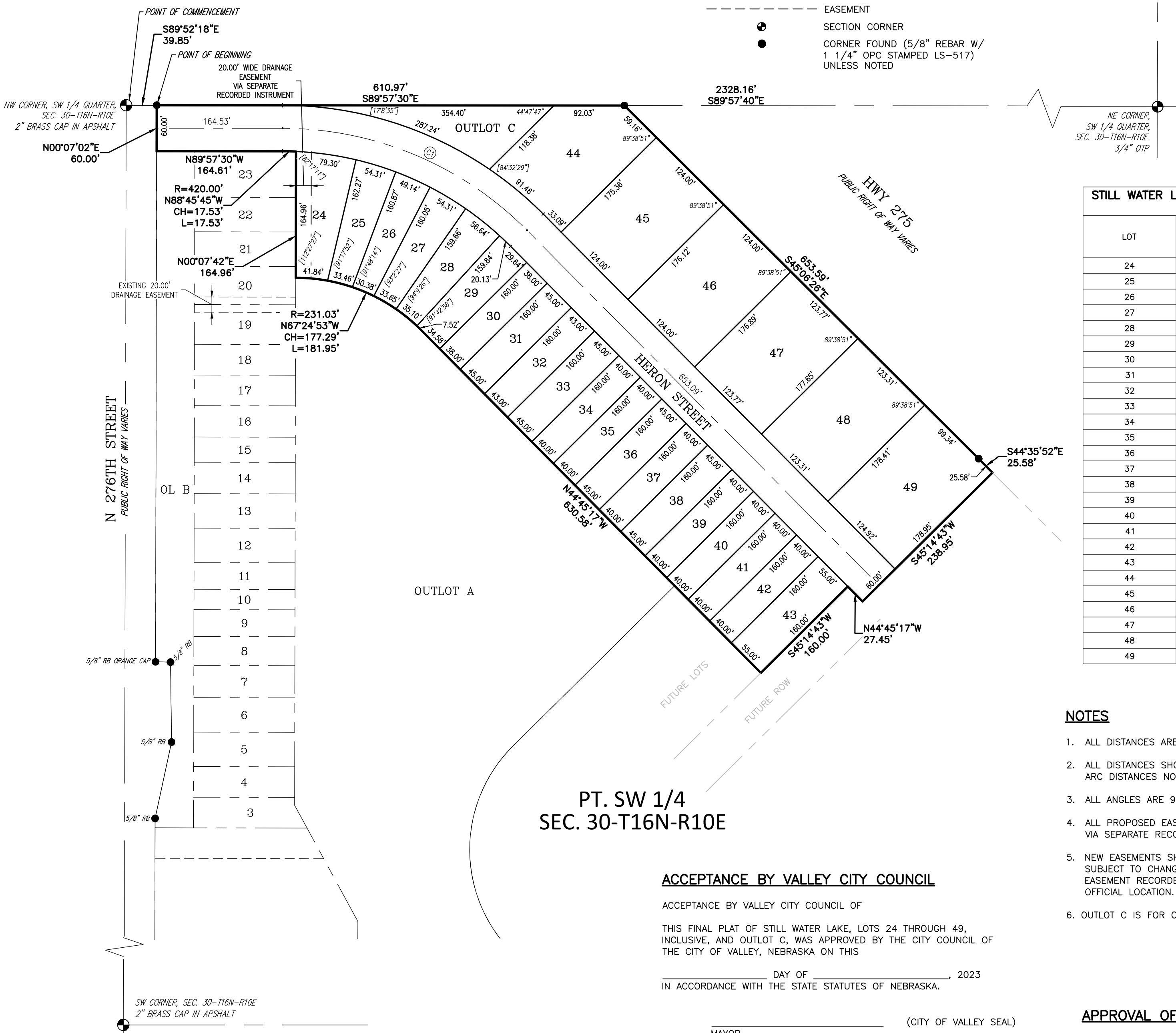
LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA

LOCATED IN:  
SW 1/4, SW 1/4, SEC. 30-T16N-R10E



### LEGEND

- PROPERTY LINE
- LOT LINE
- - - SECTION LINE
- - - EASEMENT
- SECTION CORNER
- CORNER FOUND (5/8" REBAR W/ 1 1/4" OPC STAMPED LS-517) UNLESS NOTED



### STILL WATER LAKE MINIMUM FINISHED FLOOR ELEVATIONS

LOT	HEG (HIGHEST EXISTING GRADE WITHIN REQUIRED LOT SETBACKS)	FFE (MINIMUM FINISHED FLOOR ELEVATIONS)
24	1141	1144
25	1141	1144
26	1141	1144
27	1141	1144
28	1141	1144
29	1141	1144
30	1141	1144
31	1141	1144
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43	1141	1144
44	1144	1147
45	1144	1147
46	1144	1147
47	1144	1147
48	1144	1147
49	1144	1147

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS STILL WATER LAKE, LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 610.97 FEET CONTINUING ON SAID NORTH LINE TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 275;

THENCE SOUTH 45°06'26" EAST FOR 653.59 FEET ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 44°35'52" EAST FOR 25.58 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 45°14'43" WEST FOR 238.95 FEET;

THENCE NORTH 44°45'17" WEST FOR 27.45 FEET;

THENCE SOUTH 45°14'43" WEST FOR 160.00 FEET;

THENCE NORTH 44°45'17" WEST FOR 630.58 FEET ON THE NORTH LINE OF OUTLOT A, STILL WATER LAKE;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING NORTH 67°24'53" WEST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET CONTINUING ON SAID NORTH LINE TO THE EAST LINE OF LOT 20, STILL WATER LAKE;

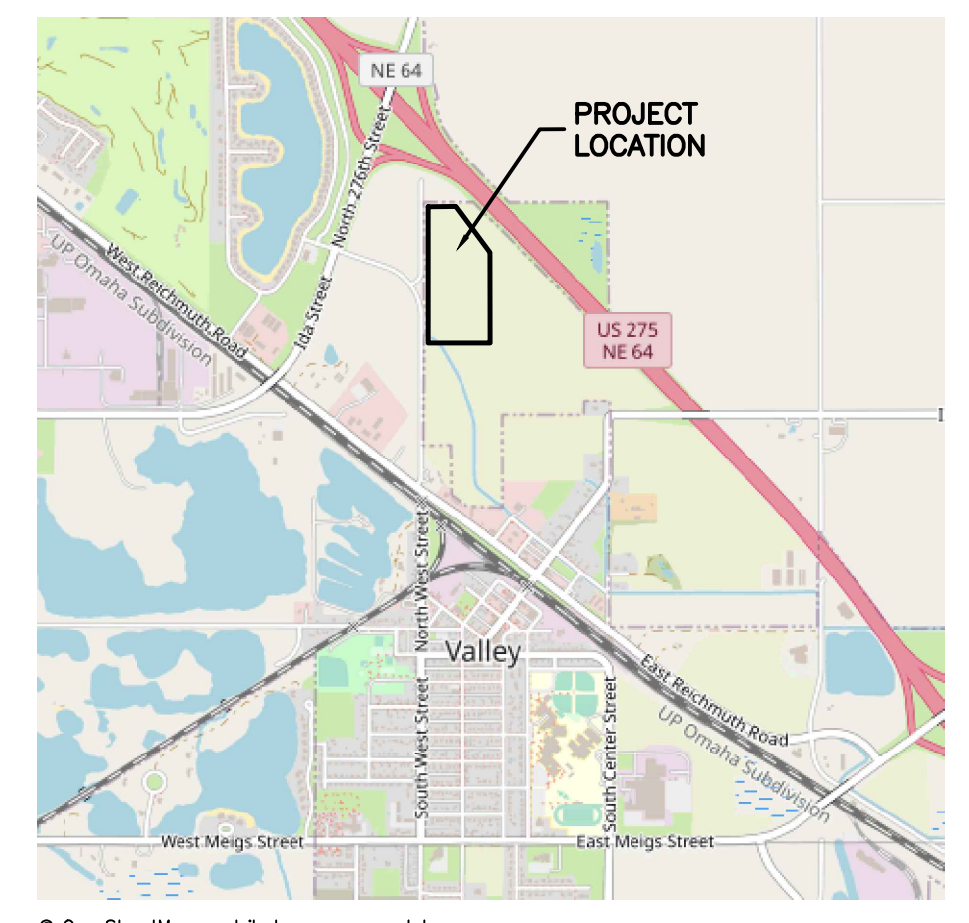
THENCE NORTH 00°07'42" EAST FOR 164.96 FEET ON THE EAST LINE OF LOTS 20 THROUGH 23, STILL WATER LAKE, TO THE NORTHEAST CORNER OF SAID LOT 23;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING NORTH 88°45'45" WEST FOR 17.53 FEET) FOR AN ARC LENGTH OF 17.53 FEET ON THE NORTH LINE OF SAID LOT 23;

THENCE NORTH 89°57'30" WEST FOR 164.41 FEET CONTINUING ON THE NORTH LINE OF SAID LOT 23 AND OUTLOT B, STILL WATER LAKE, TO THE NORTHWEST CORNER OF SAID OUTLOT B, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N 276TH STREET;

THENCE NORTH 00°07'02" EAST FOR 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.064 ACRES.



### VICINITY MAP



MATTHEW R. TINKHAM, LS-692

DATE \_\_\_\_\_

### DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STILL WATER LAKE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS, AND UNITED REPUBLIC BANK, MORTGAGEES, OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS STILL WATER LAKE, LOTS 24-49, INCLUSIVE, AND OUTLOT C; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

### GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS  
PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A TEN-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT BOUNDARY LOT LINES. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS  
PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

PARCEL #	AREA (SF)	PARCEL #	AREA (SF)
24	9901	39	6400
25	7086	40	6400
26	6377	41	6400
27	7029	42	6400
28	7325	43	8800
29	7348	44	19855
30	6080	45	21792
31	7200	46	21887
32	6880	47	21941
33	7200	48	21953
34	6400	49	22332

OUTLOT AREA TABLE	
OUTLOT C	10739

### CENTERLINE CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	450.00'	355.03'	S67°21'23"E	345.89'	45°12'13"

### NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
- NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.
- OUTLOT C IS FOR OFF-STREET PARKING.

### ACCEPTANCE BY VALLEY CITY COUNCIL

ACCEPTANCE BY VALLEY CITY COUNCIL OF

THIS FINAL PLAT OF STILL WATER LAKE, LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

\_\_\_\_\_  
MAYOR (CITY OF VALLEY SEAL)

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

### ACCEPTANCE BY VALLEY CITY ENGINEER

THIS FINAL PLAT OF LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS REVIEWED AND APPROVED BY THE VALLEY CITY ENGINEER ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
VALLEY CITY ENGINEER

### COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
DOUGLAS COUNTY TREASURER

### APPROVAL OF VALLEY CITY PLANNING COMMISSION

APPROVAL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA

THIS FINAL PLAT OF LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS APPROVED BY THE VALLEY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
SECRETARY, VALLEY PLANNING COMMISSION

### ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA )  
                                  ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

BY ROBERT D. HAMPTON, MANAGING MEMBER OF STILL WATER LAKE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STILL WATER LAKE, LLC, OWNER

\_\_\_\_\_  
ROBERT D. HAMPTON  
MANAGING MEMBER

UNITED REPUBLIC BANK, MORTGAGEE

\_\_\_\_\_  
(PRINTED NAME) SIGNATURE

\_\_\_\_\_  
(PRINTED TITLE)

STATE OF NEBRASKA )  
                                  ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

BY \_\_\_\_\_ (PRINTED NAME) \_\_\_\_\_ (PRINTED TITLE) OF UNITED REPUBLIC BANK, ON BEHALF OF SAID BANK.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

## LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA  
14710 W. DODGE RD., STE. 100 (402)496.2498

FORT COLLINS, COLORADO  
4715 INNOVATION DR., STE. 100 (970)226.0342

KANSAS CITY, MISSOURI  
9001 STATE LINE RD., STE. 200 (816)361.0440

MATTHEW R. TINKHAM  
LS-692

FINAL PLAT

STILL WATER LAKE, LOTS 24-49, INCLUSIVE, AND OUTLOT C  
VALLEY, DOUGLAS COUNTY, NEBRASKA

Know what's below.  
Call before you dig.

### REVISIONS

NO.	DATE	DESCRIPTION

DESIGNER / DRAFTER  
MATT TINKHAM/RACHEL RENNECKER

DATE  
4/13/2023

PROJECT NUMBER  
0120058.01

BOOK AND PAGE

SHEET

C:\Users\matt\OneDrive\Documents\PROJECTS\2023\2023-04-13-Still Water Lake Plat.dwg, 5/10/2023 11:11:58 AM, MODEL, REVISIONS, LAMP RYNEARSON

### C-3 ZONING

HIGHWAY COMMERCIAL DISTRICT

### SETBACK REQUIREMENTS

NO SCALE

NOTE: SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 5.15 FOR ADDITIONAL REQUIREMENTS

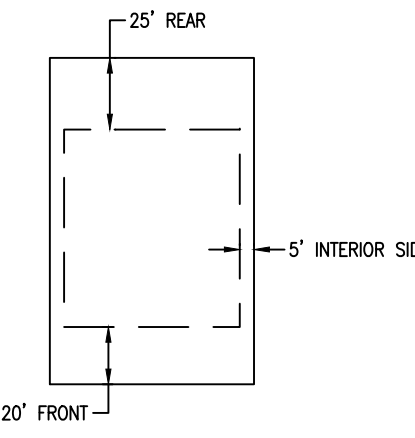
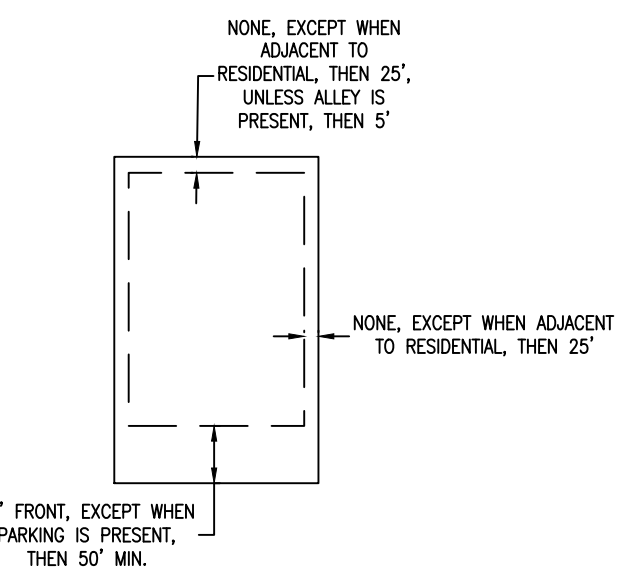
### R-3 ZONING

LAKE FRONT RESIDENTIAL DISTRICT

### SETBACK REQUIREMENTS

NO SCALE

NOTE: SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 5.11 FOR ADDITIONAL REQUIREMENTS



**STILL WATER LAKE – PHASE 2  
AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of August, 2023, by and between **Still Water Lake, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City").

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley legally described on Exhibit "A", attached hereto and incorporated herein by this reference containing \_\_\_\_\_ acres (the "Phase 2 – Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Still Water Lake – Phase 2 and as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Still Water Lake – Phase 2 can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains and sidewalks within Still Water Lake – Phase 2 (herein, the "Public Infrastructure Improvements"); and

WHEREAS, as a condition precedent to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Still Water Lake – Phase 2, the construction of the Public Infrastructure Improvements located within Still Water Lake – Phase 2, Subdivider shall obtain a loan of immediately payable funds from United Republic Bank, a Nebraska banking corporation (the "BANK") to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole

discretion the amount of Nine Hundred Seventy Eight Thousand One Hundred Seventy Eight and 50/100 Dollars (\$978,178.50), said amount representing the entire estimated cost of the Public Infrastructure Improvements within Still Water Lake – Phase 2, to insure completion of the construction of such improvements to act as security for Subdivider's faithful performance of its obligations under the Subdivision Agreement, and to provide a fund for the payment of the contractors constructing such improvements.

NOW THEREFORE, IT IS AGREED by and between Still Water Lake, LLC, Subdivider, and the City of Valley, Nebraska, a municipal corporation, hereinafter called the "City", as follows:

1. That prior to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Still Water Lake – Phase 2, and the construction of the Public Infrastructure Improvements within Still Water Lake - Phase 2, Subdivider shall obtain a loan of immediately payable funds in the amount of Nine Hundred Seventy Eight Thousand One Hundred Seventy Eight and 50/100 Dollars (\$978,178.50) from the BANK to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion (the "ILOC"). The ILOC shall act as security to guarantee Subdivider's faithful performance of its obligations under the Subdivision Agreement, including but not limited to the construction of the Public Infrastructure Improvements located within the Still Water Lake – Phase 2, and to provide a fund for the payment of the contractors constructing the Public Infrastructure Improvements and/or the reimbursement of the City for its costs incurred for engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs incurred

in connection with the construction of the Public Infrastructure Improvements within Still Water Lake – Phase 2.

2. That said ILOC shall be allocated to the specific improvements as shown on Exhibit “C” attached hereto and incorporated herein by this reference.
3. That a portion of the ILOC designated for any one improvement may be released by BANK as follows:
  - (i) To the Contractor, as progress payments to the contractor upon certification thereof by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
  - (ii) To the Contractor, as final payment, less any retainage, upon certification of substantial completion of such improvement by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council, or
  - (iii) To the Contractor, as payment of any retainage, at the appropriate time, in accordance with the contract for the construction of such improvement upon certification of such payment by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
  - (iv) To the City, as reimbursement for any additional amounts incurred by the City in connection with the City’s design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements upon certification of the City Clerk.

BANK shall release portions of the ILOC either directly to the contractor, or as reimbursement to City, in accordance with the above and foregoing procedures, upon the written request of the City Clerk, including a copy of the City Engineer's certification and the approval of the Valley City Council.

4. In the event that due to change orders or other unforeseen circumstances the ILOC is or will be insufficient to cover the cost of the Public Infrastructure Improvements located within Still Water Lake - Phase 2, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, obtain a loan of immediately payable funds in such amount from the BANK to be represented by a supplementary irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion for the amount of additional funds required OR to make a cash deposit either with CITY or with an escrow agent acceptable to CITY, in CITY's sole discretion, in such amount to be held in escrow as security to guarantee Subdivider's faithful performance of all obligations under the Subdivision Agreement.
5. Prior to and as a condition of the release and/or cancellation of any irrevocable letter of credit pertaining to any funds remaining upon completion of the Public Infrastructure Improvements, any and all costs and/or reimbursements due to the City by Subdivider in connection with the development and construction of such Public Infrastructure Improvements located within Still Water Lake – Phase 2 shall be paid in full, including, but not limited to, construction costs, design and

engineering fees, inspection fees, testing expenses, financing costs, legal fees and miscellaneous costs.

6. This Agreement shall be contingent upon its execution by the parties hereto and the issuance of the required irrevocable letter of credit by BANK in favor of the City of Valley. In the event BANK requires the execution of any additional and/or substitute agreements in order to effectuate such irrevocable letter(s) of credit, such agreements are to be reviewed and approved by City in City's sole and absolute discretion.
7. Subdivider agrees to pay any and all fees charged by BANK in connection with any irrevocable letter(s) of credit under the terms of this Agreement.
8. Upon issuance of the irrevocable letter(s) of credit as provided in this Agreement, City agrees to waive any requirements that Subdivider post performance bonds for completion of the Public Infrastructure Improvements located within Still Water Lake – Phase 2.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
this \_\_\_ day of August, 2023.

Attest:

CITY OF VALLEY, NEBRASKA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Still Water Lake, LLC,  
a Nebraska limited liability company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT



# EAGLE ENGINEERING GROUP

12100 West Center Road, Suite #803 Omaha, Nebraska 68144

Stillwater Development  
Phase 2  
Valley, Nebraska

PROJECT NO. 23-03-08  
DATE: 7/31/2023

## OPINION OF PROBABLE CONSTRUCTION COSTS LOTS 24 - 49 (Final Plat)

CONCEPT

### A. Construction

Sanitary Sewer, Storm Sewer	\$	345,230.00	
Water Distribution	\$	158,680.00	
Streets, Intersection Sidewalks	\$	317,175.00	
Construction Permit Fees	\$	-	
Subtotal	\$	821,085.00	
CONTINGENCY @10%	\$	82,108.50	10%

### B. Engineering

Design Engineering and Construction Observation	\$	117,725.00	
Reimbursable Engineering Expenses/Costs	\$	5,900.00	
Subtotal	\$	123,625.00	
Less Predevelopment Cost Agreement			
	\$		
	\$		
	\$		

### D. Legal & Administration

Legal Fees	\$	15,000.00	
Administration Fees	\$	2,000.00	
Subtotal	\$	17,000.00	
Less Predevelopment Cost Agreement	\$	(65,640.00)	
	\$		

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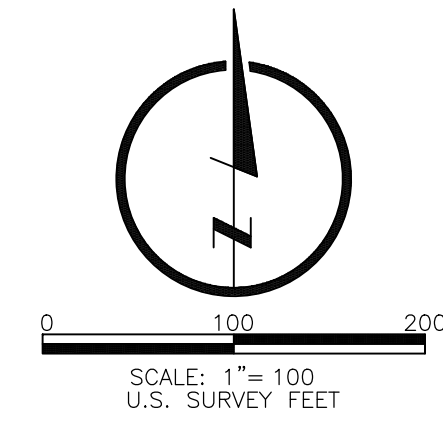
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<b>Estimated Total</b>	<b>\$</b>	<b>978,178.50</b>
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# STILL WATER LAKE

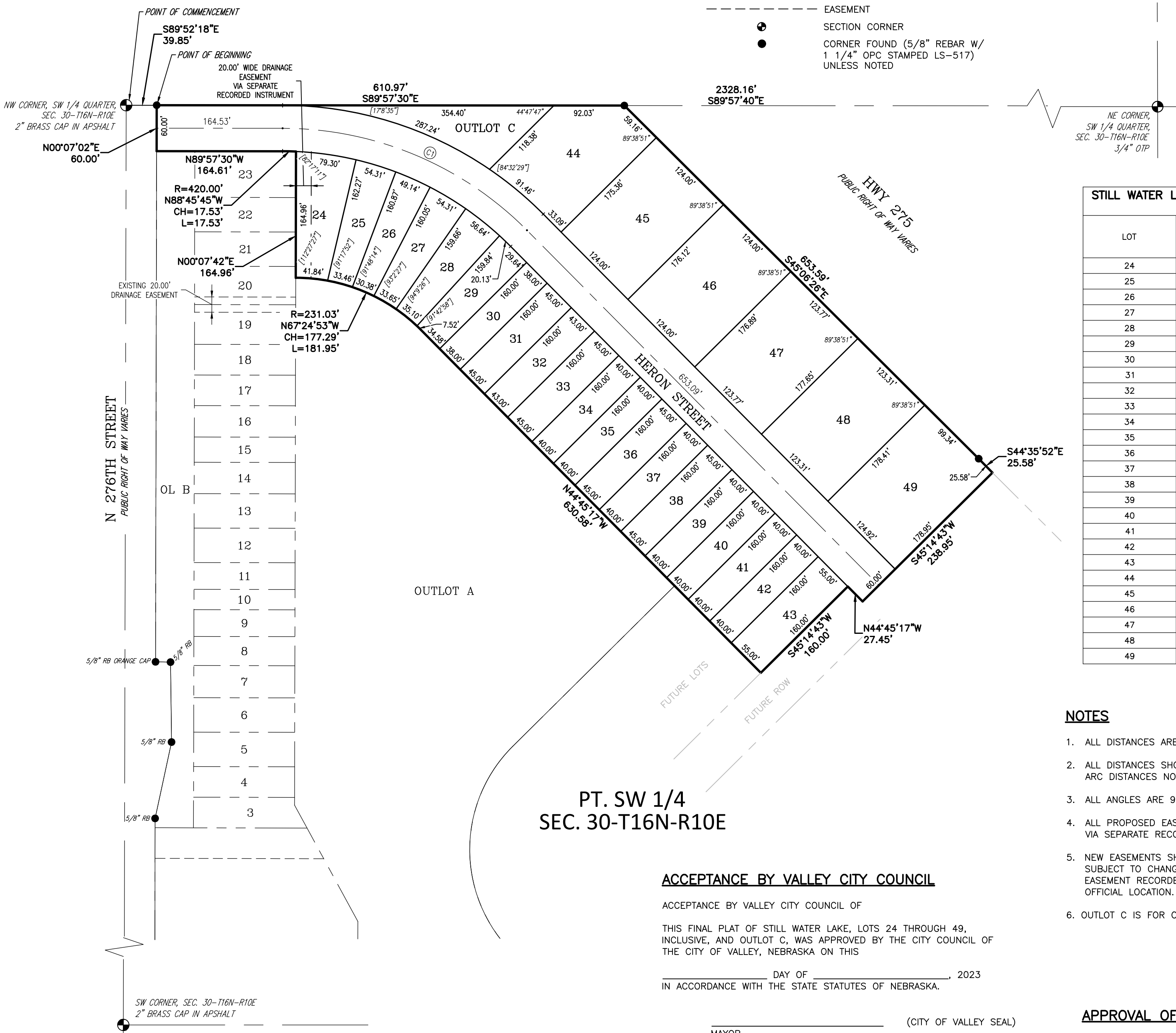
LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA

LOCATED IN:  
SW 1/4, SW 1/4, SEC. 30-T16N-R10E



### LEGEND

- PROPERTY LINE
- LOT LINE
- - - SECTION LINE
- - - EASEMENT
- SECTION CORNER
- CORNER FOUND (5/8" REBAR W/ 1 1/4" OPC STAMPED LS-517) UNLESS NOTED



### STILL WATER LAKE MINIMUM FINISHED FLOOR ELEVATIONS

LOT	HEG (HIGHEST EXISTING GRADE WITHIN REQUIRED LOT SETBACKS)	FFE (MINIMUM FINISHED FLOOR ELEVATIONS)
24	1141	1144
25	1141	1144
26	1141	1144
27	1141	1144
28	1141	1144
29	1141	1144
30	1141	1144
31	1141	1144
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47	1144	1147
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49	1144	1147

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS STILL WATER LAKE, LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, BEING A PLATTING OF PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6TH P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°57'30" EAST FOR 610.97 FEET CONTINUING ON SAID NORTH LINE TO THE WEST RIGHT OF WAY LINE OF HIGHWAY 275;

THENCE SOUTH 45°06'26" EAST FOR 653.59 FEET ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 44°35'52" EAST FOR 25.58 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE;

THENCE SOUTH 45°14'43" WEST FOR 238.95 FEET;

THENCE NORTH 44°45'17" WEST FOR 27.45 FEET;

THENCE SOUTH 45°14'43" WEST FOR 160.00 FEET;

THENCE NORTH 44°45'17" WEST FOR 630.58 FEET ON THE NORTH LINE OF OUTLOT A, STILL WATER LAKE;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 231.03 FEET AND A LONG CHORD BEARING NORTH 67°24'53" WEST FOR 177.29 FEET) FOR AN ARC LENGTH OF 181.95 FEET CONTINUING ON SAID NORTH LINE TO THE EAST LINE OF LOT 20, STILL WATER LAKE;

THENCE NORTH 00°07'42" EAST FOR 164.96 FEET ON THE EAST LINE OF LOTS 20 THROUGH 23, STILL WATER LAKE, TO THE NORTHEAST CORNER OF SAID LOT 23;

THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING NORTH 88°45'45" WEST FOR 17.53 FEET) FOR AN ARC LENGTH OF 17.53 FEET ON THE NORTH LINE OF SAID LOT 23;

THENCE NORTH 89°57'30" WEST FOR 164.41 FEET CONTINUING ON THE NORTH LINE OF SAID LOT 23 AND OUTLOT B, STILL WATER LAKE, TO THE NORTHWEST CORNER OF SAID OUTLOT B, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N 276TH STREET;

THENCE NORTH 00°07'02" EAST FOR 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.064 ACRES.



MATTHEW R. TINKHAM, LS-692

DATE \_\_\_\_\_

### DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, STILL WATER LAKE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS, AND UNITED REPUBLIC BANK, MORTGAGEES, OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS STILL WATER LAKE, LOTS 24-49, INCLUSIVE, AND OUTLOT C; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

### GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS  
PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A TEN-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT BOUNDARY LOT LINES. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS  
PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

STILL WATER LAKE, LLC, OWNER

ROBERT D. HAMPTON  
MANAGING MEMBER

UNITED REPUBLIC BANK, MORTGAGEE

(PRINTED NAME) SIGNATURE \_\_\_\_\_

(PRINTED TITLE)

### NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
- NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.
- OUTLOT C IS FOR OFF-STREET PARKING.

### CENTERLINE CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	450.00'	355.03'	S67°21'23"E	345.89'	45°12'13"

### APPROVAL OF VALLEY CITY PLANNING COMMISSION

APPROVAL OF THE PLANNING COMMISSION OF VALLEY, NEBRASKA

THIS FINAL PLAT OF LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS APPROVED BY THE VALLEY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
SECRETARY, VALLEY PLANNING COMMISSION

### ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA )  
                                  ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

BY ROBERT D. HAMPTON, MANAGING MEMBER OF STILL WATER LAKE, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA )  
                                  ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

BY \_\_\_\_\_ (PRINTED NAME) \_\_\_\_\_ (PRINTED TITLE) OF UNITED REPUBLIC BANK, ON BEHALF OF SAID BANK.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

### ACCEPTANCE BY VALLEY CITY COUNCIL

ACCEPTANCE BY VALLEY CITY COUNCIL OF

THIS FINAL PLAT OF STILL WATER LAKE, LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF VALLEY, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

\_\_\_\_\_  
MAYOR (CITY OF VALLEY SEAL)

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

### ACCEPTANCE BY VALLEY CITY ENGINEER

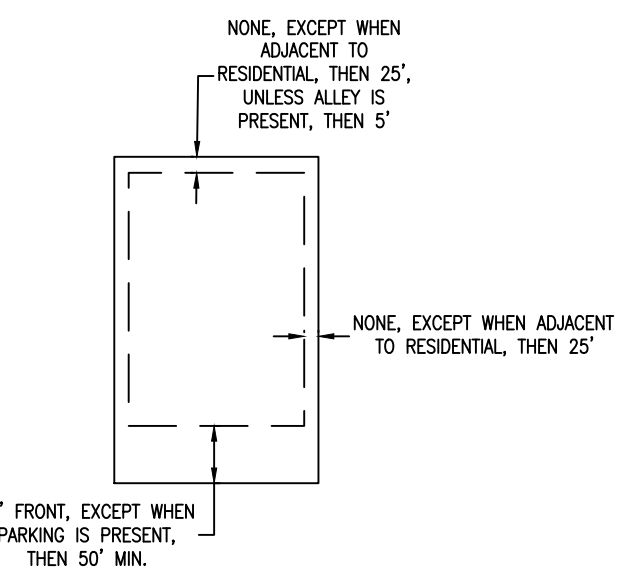
THIS FINAL PLAT OF LOTS 24 THROUGH 49, INCLUSIVE, AND OUTLOT C, WAS REVIEWED AND APPROVED BY THE VALLEY CITY ENGINEER ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
VALLEY CITY ENGINEER

### COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

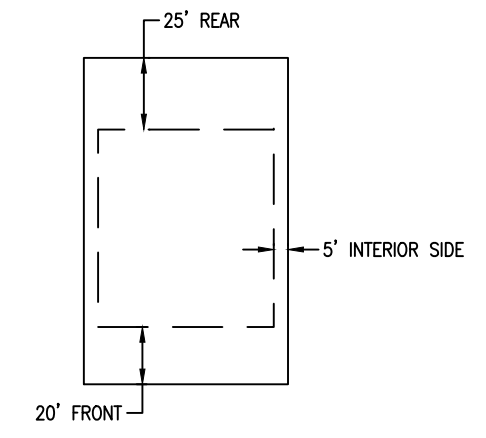
\_\_\_\_\_  
DOUGLAS COUNTY TREASURER



**C-3 ZONING**  
HIGHWAY COMMERCIAL DISTRICT

**SETBACK REQUIREMENTS**  
NO SCALE

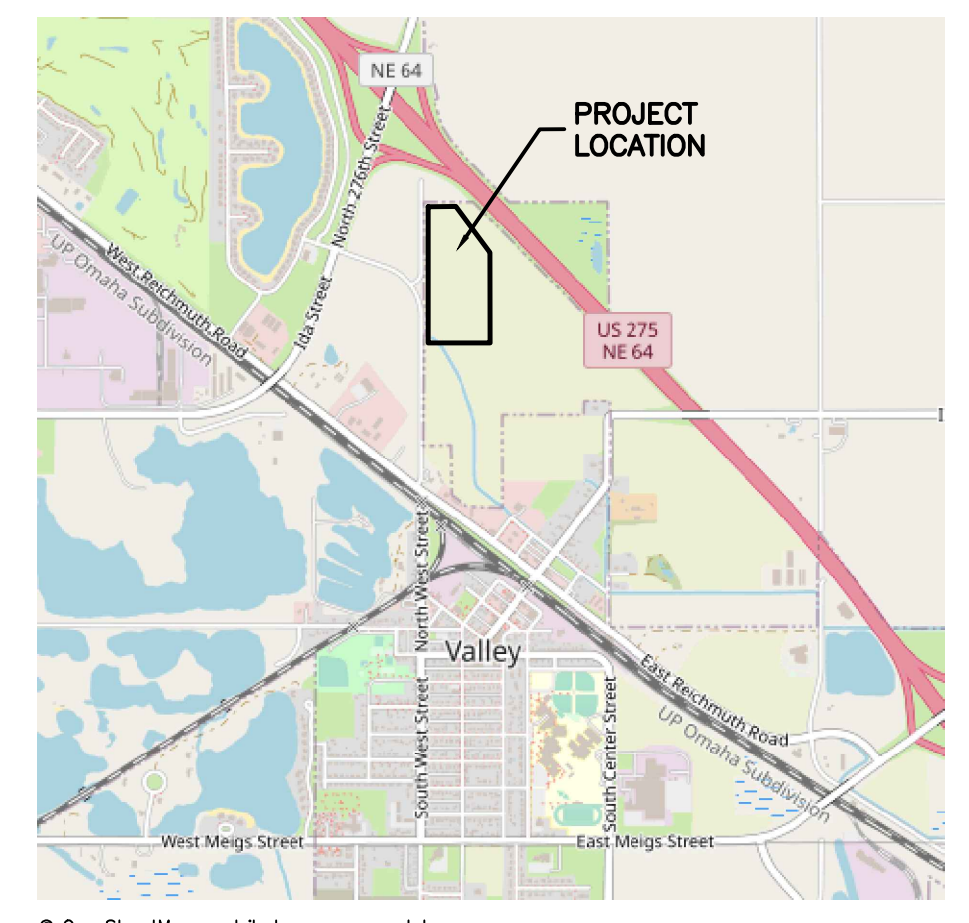
NOTE: SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 5.15 FOR ADDITIONAL REQUIREMENTS



**R-3 ZONING**  
LAKE FRONT RESIDENTIAL DISTRICT

**SETBACK REQUIREMENTS**  
NO SCALE

NOTE: SEE CITY OF VALLEY ZONING ORDINANCE, SECTION 5.11 FOR ADDITIONAL REQUIREMENTS



### VICINITY MAP

**LAMP RYNEARSON**

LAMPRYNEARSON.COM

OMAHA, NEBRASKA  
14710 W. DODGE RD., STE. 100 (402)496.2498

FORT COLLINS, COLORADO  
4715 INNOVATION DR., STE. 100 (970)226.0342

KANSAS CITY, MISSOURI  
9001 STATE LINE RD., STE. 200 (816)361.0440

MATTHEW R. TINKHAM  
LS-692

FINAL PLAT

STILL WATER LAKE, LOTS 24-49, INCLUSIVE, AND OUTLOT C  
VALLEY, DOUGLAS COUNTY, NEBRASKA

**811** Know what's below. Call before you dig.

ALL UTILITIES ARE SHOWN BASED ON THE INFORMATION AVAILABLE TO THE ENGINEER. THERE IS NO GUARANTEE AS TO THE LOCATION, DEPTH, AND SIZE OF SUCH FACILITIES. THE USER IS RESPONSIBLE FOR LOCATING ALL UTILITIES AND SERVICE LINES PRIOR TO CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION

DESIGNER / DRAFTER  
MATT TINKHAM/RACHEL RENNECKER

DATE  
4/13/2023

PROJECT NUMBER  
0120058.01

BOOK AND PAGE

SHEET

## EXHIBIT "A"

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 16 NORTH, RANGE 10 EAST, OF THE 6<sup>TH</sup> P.M. DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 30;

THENCE SOUTH 89°52'18" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF STILL WATER LAKE) FOR 39.85 FEET ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO THE EAST RIGHT OF WAY LINE OF N 276<sup>TH</sup> STREET AND THE TRUE POINT OF BEGINNING;

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THENCE NORTH 44°45'17" WEST FOR 27.45 FEET;

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THENCE ON A CURVE TO THE LEFT (HAVING A RADIUS OF 420.00 FEET AND A LONG CHORD BEARING NORTH 88°45'45" WEST FOR 17.53 FEET) FOR AN ARC LENGTH OF 17.53 FEET ON THE NORTH LINE OF SAID LOT 23;

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THENCE NORTH 00°07'02 EAST FOR 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.064 ACRES

**STILL WATER LAKE – PHASE 2  
AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT**

THIS AGREEMENT is made and entered this \_\_\_\_\_ day of August, 2023, by and between **Still Water Lake, LLC, a Nebraska limited liability company** (hereinafter referred to as "Subdivider") and the **City of Valley**, a City of the Second Class in the State of Nebraska (hereinafter referred to as "City").

WHEREAS, Subdivider is the owner of certain real property located within the city limits of the City of Valley legally described on Exhibit "A", attached hereto and incorporated herein by this reference containing \_\_\_\_\_ acres (the "Phase 2 – Area to be Developed") and intends to develop a lakeside residential subdivision to be known as Still Water Lake – Phase 2 and as shown on the proposed final plat attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, before any Final Plat for Still Water Lake – Phase 2 can be approved by the Valley City Council, a Subdivision Agreement must have been entered into by and between Subdivider and City; and

WHEREAS, the Subdivision Agreement will provide for the construction of streets, storm sewers, sanitary sewers, water mains and sidewalks within Still Water Lake – Phase 2 (herein, the "Public Infrastructure Improvements"); and

WHEREAS, as a condition precedent to City's execution of the Subdivision Agreement, City's approval of the Final Plat for Still Water Lake – Phase 2, the construction of the Public Infrastructure Improvements located within Still Water Lake – Phase 2, Subdivider shall obtain a loan of immediately payable funds from United Republic Bank, a Nebraska banking corporation (the "BANK") to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City's sole

discretion the amount of Nine Hundred Seventy Eight Thousand One Hundred Seventy Eight and 50/100 Dollars (\$978,178.50), said amount representing the entire estimated cost of the Public Infrastructure Improvements within Still Water Lake – Phase 2, to insure completion of the construction of such improvements to act as security for Subdivider’s faithful performance of its obligations under the Subdivision Agreement, and to provide a fund for the payment of the contractors constructing such improvements.

NOW THEREFORE, IT IS AGREED by and between Still Water Lake, LLC, Subdivider, and the City of Valley, Nebraska, a municipal corporation, hereinafter called the “City”, as follows:

1. That prior to City’s execution of the Subdivision Agreement, City’s approval of the Final Plat for Still Water Lake – Phase 2, and the construction of the Public Infrastructure Improvements within Still Water Lake - Phase 2, Subdivider shall obtain a loan of immediately payable funds in the amount of Nine Hundred Seventy Eight Thousand One Hundred Seventy Eight and 50/100 Dollars (\$978,178.50) from the BANK to be represented by an irrevocable letter of credit in form and substance satisfactory to City in City’s sole discretion (the “ILOC”). The ILOC shall act as security to guarantee Subdivider’s faithful performance of its obligations under the Subdivision Agreement, including but not limited to the construction of the Public Infrastructure Improvements located within the Still Water Lake – Phase 2, and to provide a fund for the payment of the contractors constructing the Public Infrastructure Improvements and/or the reimbursement of the City for its costs incurred for engineering fees, testing and inspection fees, expenses, financing costs, legal fees and all other miscellaneous costs incurred

in connection with the construction of the Public Infrastructure Improvements within Still Water Lake – Phase 2.

2. That said ILOC shall be allocated to the specific improvements as shown on Exhibit “C” attached hereto and incorporated herein by this reference.
3. That a portion of the ILOC designated for any one improvement may be released by BANK as follows:
  - (i) To the Contractor, as progress payments to the contractor upon certification thereof by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
  - (ii) To the Contactor, as final payment, less any retainage, upon certification of substantial completion of such improvement by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council, or
  - (iii) To the Contractor, as payment of any retainage, at the appropriate time, in accordance with the contract for the construction of such improvement upon certification of such payment by the City Engineer after consultation with the Subdivider, and approval of such certification by the Valley City Council; or
  - (iv) To the City, as reimbursement for any additional amounts incurred by the City in connection with the City’s design, engineering, bidding and/or overseeing the construction of the Public Infrastructure Improvements upon certification of the City Clerk.

BANK shall release portions of the ILOC either directly to the contractor, or as reimbursement to City, in accordance with the above and foregoing procedures, upon the written request of the City Clerk, including a copy of the City Engineer's certification and the approval of the Valley City Council.

4. In the event that due to change orders or other unforeseen circumstances the ILOC is or will be insufficient to cover the cost of the Public Infrastructure Improvements located within Still Water Lake - Phase 2, then Subdivider shall, after ten (10) days written notice from the City Engineer setting forth the exact amount of additional funds required and the reasons therefor, obtain a loan of immediately payable funds in such amount from the BANK to be represented by a supplementary irrevocable letter of credit in form and substance satisfactory to City in City's sole discretion for the amount of additional funds required OR to make a cash deposit either with CITY or with an escrow agent acceptable to CITY, in CITY's sole discretion, in such amount to be held in escrow as security to guarantee Subdivider's faithful performance of all obligations under the Subdivision Agreement.
5. Prior to and as a condition of the release and/or cancellation of any irrevocable letter of credit pertaining to any funds remaining upon completion of the Public Infrastructure Improvements, any and all costs and/or reimbursements due to the City by Subdivider in connection with the development and construction of such Public Infrastructure Improvements located within Still Water Lake – Phase 2 shall be paid in full, including, but not limited to, construction costs, design and

engineering fees, inspection fees, testing expenses, financing costs, legal fees and miscellaneous costs.

6. This Agreement shall be contingent upon its execution by the parties hereto and the issuance of the required irrevocable letter of credit by BANK in favor of the City of Valley. In the event BANK requires the execution of any additional and/or substitute agreements in order to effectuate such irrevocable letter(s) of credit, such agreements are to be reviewed and approved by City in City's sole and absolute discretion.
7. Subdivider agrees to pay any and all fees charged by BANK in connection with any irrevocable letter(s) of credit under the terms of this Agreement.
8. Upon issuance of the irrevocable letter(s) of credit as provided in this Agreement, City agrees to waive any requirements that Subdivider post performance bonds for completion of the Public Infrastructure Improvements located within Still Water Lake – Phase 2.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
this \_\_\_\_ day of August, 2023.

Attest:

CITY OF VALLEY, NEBRASKA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Still Water Lake, LLC,  
a Nebraska limited liability company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT "A"

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CONTAINS 8.064 ACRES





# EAGLE ENGINEERING GROUP

12100 West Center Road, Suite #803 Omaha, Nebraska 68144

Stillwater Development  
Phase 2  
Valley, Nebraska

PROJECT NO. 23-03-08  
DATE: 7/31/2023

## OPINION OF PROBABLE CONSTRUCTION COSTS LOTS 24 - 49 (Final Plat)

CONCEPT

### A. Construction

Sanitary Sewer, Storm Sewer	\$	345,230.00	
Water Distribution	\$	158,680.00	
Streets, Intersection Sidewalks	\$	317,175.00	
Construction Permit Fees	\$	-	
<b>Subtotal</b>	<b>\$</b>	<b>821,085.00</b>	
<i>CONTINGENCY @10%</i>	<b>\$</b>	<b>82,108.50</b>	10%

### B. Engineering

Design Engineering and Construction Observation	\$	117,725.00	
Reimbursable Engineering Expenses/Costs	\$	5,900.00	
<b>Subtotal</b>	<b>\$</b>	<b>123,625.00</b>	
Less Predevelopment Cost Agreement			
	\$		
	\$		
	\$		

### D. Legal & Administration

Legal Fees	\$	15,000.00	
Administration Fees	\$	2,000.00	
<b>Subtotal</b>	<b>\$</b>	<b>17,000.00</b>	
Less Predevelopment Cost Agreement	\$	(65,640.00)	
	\$		

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<b>Estimated Total</b>	<b>\$</b>	<b>978,178.50</b>	
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