

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 21, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
WEST MANAGEMENT, LLC FINAL PLAT ECHO HILLS REPLAT FOUR	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

**SYNOPSIS**

Resolutions have been prepared for consideration of a final plat and subdivision agreement by applicant West Management, LLC for approximately 12.4 acres located northwest of the intersection of 144<sup>th</sup> Street and Chandler Road. Lot 3 Echo Hills would be replatted into Lots 1 through 4 Echo Hills Replat Four for the development of an assisted living and memory care facility, apartments, and commercial development.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On February 4, 2020 City Council approved applications by West Management, LLC for a Future Land Use Map amendment to the Comprehensive Plan, a Rezoning, Planned Unit Development Site Plan, and a Preliminary Plat for the Echo Hills development.

Resolutions have been prepared to consider applications for a final plat and subdivision agreement submitted by West Management, LLC on behalf of the owners of approximately 12.4 acres currently described as Lot 3 Echo Hills, being replatted as Lots 1 through 4 Echo Hills Replat Four.

A detailed staff report is attached.

The Planning Commission reviewed the final plat on March 19, 2020, and unanimously recommended approval, contingent upon execution of the subdivision agreement, as the request is consistent with the Comprehensive Plan and Zoning Ordinance.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR A REPLAT OF LOT 3 ECHO HILLS, TO BE REPLATTED AS LOTS 1 THROUGH 4 ECHO HILLS REPLAT FOUR, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY.

WHEREAS, the applicant, West Management, LLC has made application for approval of a final plat for a replat of Lot 3 Echo Hills; and

WHEREAS, the City Engineer has reviewed the Final Plat; and

WHEREAS, on March 19, 2020, the La Vista Planning Commission reviewed the Final Plat and unanimously recommended approval;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Lot 3 Echo Hills, to be replatted as Lots 1 through 4 Echo Hills Replat Four, a subdivision located in the southeast quarter of the northeast quarter of Section 14, Township 14 North, Range 11 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, generally located northwest of the intersection of Chandler Road and 144<sup>th</sup> Street, be, and hereby is approved, subject to the finalization and execution of the Subdivision agreement.

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2020.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 THROUGH 4 ECHO HILLS REPLAT FOUR.

WHEREAS, the City Council did on April 21, 2020, approve the Final Plat for Lots 1 through 4 Echo Hills Replat Four subject to certain conditions; and

WHEREAS, the Subdivider, West Management, LLC on behalf of Vandelay Investments, LLC has agreed to execute a Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the April 21, 2020 City Council meeting for Lots 1 through 4 Echo Hills Replat Four be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council Final Plat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 21ST DAY OF APRIL, 2020.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



CITY OF LA VISTA  
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBERS: PSFP20-0001;

FOR HEARING OF: APRIL 21, 2020

REPORT PREPARED ON: MARCH 20, 2020

**I. GENERAL INFORMATION**

**A. APPLICANT:**

Brett West  
West Management LLC  
3042 Sheridan Blvd  
Lincoln, NE 68502

**B. PROPERTY OWNER:**

Omaha Community Foundation  
3555 Farnam Street  
Omaha, NE 68131

**C. LOCATION:** Northwest of the intersection of Chandler Road and 144<sup>th</sup> Street.

**D. LEGAL DESCRIPTION:** Lot 3 Echo Hills.

**E. REQUESTED ACTION(S):** Approval of a Final Plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four.

**F. EXISTING ZONING AND LAND USE:** C-1 – Shopping Center Commercial District, Gateway Corridor District (Overlay District), and Planned Unit Development for the south portion of Lot 3 Echo Hills, and R-3 – High-Density Residential, Gateway Corridor District (Overlay District), and Planned Unit Development for the north portion of Lot 3 Echo Hills; Lot 3 Echo Hills is currently vacant.

**G. PURPOSE OF REQUEST:** Development including an assisted living and memory care facility, multi-family housing, a restaurant, retail space, and drive-thru coffee shop.

**H. SIZE OF SITE:** Approximately 12.4 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:** The property slopes downward to the south and to the east; the site is currently vacant.

## B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-1 Shopping Center Commercial, Gateway Corridor Overlay District	Tornado Car Wash
East	Commercial	C-1 Shopping Center Commercial, Gateway Corridor Overlay District	Dino's Storage
South	Industrial	I-1 Light Industrial, Gateway Corridor Overlay District	Vacant Lot
West	Low-Medium Density Residential	RS-72 – Single Family Residential	Echo Hills Neighborhood

## C. RELEVANT CASE HISTORY:

1. On February 4, 2020 the City Council of the City of La Vista held public hearings and approved of an amendment to the Future Land Use Map of the Comprehensive Plan and rezoning to change a portion of Lot 3 Echo Hills from C-1 Shopping Center Commercial to R-3 High-Density Residential to allow for further development of the site as proposed. Additionally, the City Council approved a Planned Unit Development Site Plan and a Preliminary Plat for the Echo Hills Development, noting that the applicant will need to obtain approvals of the following before construction on the site can begin: Final Plat, architectural design review for each building, and Conditional Use Permits for the apartments and assisted living/memory care facility.

## D. APPLICABLE REGULATIONS:

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential
2. Section 5.10 of the Zoning Regulations – C-1 Shopping Center Commercial
3. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development (Overlay District)
4. Section 3.08 of the Subdivision Regulations – Replats
5. Section 4.02 of the Subdivision Regulations – Design Standards; Streets

## III. ANALYSIS

### A. COMPREHENSIVE PLAN:

1. The Future Land Use Map of the Comprehensive Plan designates the south portion of Lot 3 Echo Hills for commercial

development, and the north portion of Lot 3 Echo Hills for high-density residential development.

2. The proposed project will meet Policy Live-2.2 of the La Vista Comprehensive Plan which reads: "Promote the development of housing types and supportive programs for people of retirement age, allowing residents to age in place with access to daily services." This policy directly promotes Goal 2 of the Live Long category of the Comprehensive Plan, which reads: "Maintain the balance of diverse, high-quality housing that appeals to people of varying backgrounds, incomes and abilities."

**B. OTHER PLANS:** Traffic Impact Analysis dated December 2, 2019.

**C. TRAFFIC AND ACCESS:**

1. There will be two main full access points to the development; one onto 144<sup>th</sup> Street (N-50) via Echo Hills Drive, and one onto Chandler Road via 146<sup>th</sup> Street.
2. A traffic impact analysis for the development has been prepared by Felsburg, Holt & Ullevig (FHU). The City Engineer has reviewed the study and finds the analysis and recommendations reasonable. The traffic impact analysis was included in the packet for the Planned Unit Development, which was considered by Council on February 4, 2020.

The traffic impact analysis noted that MUTCD traffic signal warrants were not satisfied at the intersection of N-50 (144<sup>th</sup> Street) with Echo Hills Drive/Josephine Street or 146<sup>th</sup> Street with Chandler Road under 2019 existing or 2021 buildout traffic conditions. As the area surrounding the site continues to develop, these two intersections should be continually monitored to determine if signalization is warranted.

The traffic impact analysis recommends signal head improvements to the traffic signal at the intersection of N-50 (144<sup>th</sup> Street) and Chandler Road at the time of full buildout.

**D. UTILITIES:**

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.
2. Storm water management fees will be collected at the time of building permit.

**E. PARKING REQUIREMENTS:** The parking stall requirements for the proposed development, per the La Vista Zoning Ordinance, are:

Lot #	Use	Required Stalls	Provided Stalls
Lot 1	Assisted Living & Memory Care	80 + 24 Employees	83
Lot 2	Multi-Family	388	497
Lot 3	Commercial	104 + Employees	129
Lot 4	Commercial	21	25

The applicant has requested a reduction in the required parking stall count for the assisted living and memory care facilities on Lot 1 based on historical data from the operating history of similar projects. The applicant anticipates that only 5 assisted living residents will operate vehicles, and that no memory care residents will be operating a vehicle, greatly reducing the need for parking. City staff approve of the revised stall count based on the anticipated demand for these uses.

**IV. REVIEW COMMENTS:**

- A. Conditional Use Permits will be required for the proposed assisted living and memory care facility on Lot 1, and for the multi-family housing proposed for Lot 2, and must be executed prior to construction and operation.
- B. The design of each building is being reviewed through the City's Architectural Design Review process, and must be substantially complete prior to execution and recording of the Conditional Use Permits, and prior to issuance of any building permits.
- C. Any traffic improvements required by NDOT must be completed prior to the issuance of a Certificate of Occupancy and is addressed through the Subdivision Agreement as part of this Final Plat process.
- D. The Subdivision Agreement has been drafted and must be approved with this Final Plat. It addresses items including but not limited to: public and private improvements, maintenance of common areas, staking bonds, guarantees and performance bonds, etc. Approval of this Final Plat shall be contingent upon the finalization and execution of the Subdivision Agreement.
- E. The applicant informed staff that they held a forum on November 14<sup>th</sup>, 2019 to discuss the proposed development with neighborhood residents and the SID Board, and to listen to their feedback. The applicant worked with City Staff and the SID Board to propose several traffic calming/off-site improvements to mitigate the potential negative impacts of increased traffic on the neighborhood. These proposed improvements include a speed table and pedestrian crossing on 146<sup>th</sup> Street, a speed hump on Echo Hills Drive, a fence along the east edge of Echo Hills Park along 146<sup>th</sup>

Street, additional on-street parking stalls for Echo Hills park, and an improved sidewalk connection to the park from the neighborhood.

**V. STAFF RECOMMENDATION – FINAL PLAT:**

Staff recommends approval of the Final Plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VI. PLANNING COMMISSION RECOMMENDATION – FINAL PLAT:**

The Planning Commission held a public meeting on March 19, 2020 and unanimously voted to recommend approval of the Final Plat for Lot 3 Echo Hills, being replatted as Lots 1-4 Echo Hills Replat Four, contingent on the resolution of the issues mentioned in this staff report, as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

**VII. STAFF RECOMMENDATION – SUBDIVISION AGREEMENT:**

Staff recommends approval of the Subdivision Agreement for Echo Hills Replat Four, with such modifications that the City Administrator or City Engineer may determine necessary or advisable, as the request is consistent with the Comprehensive Plan and the Subdivision Regulations.

**VIII. ATTACHMENTS TO REPORT:**

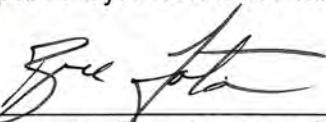
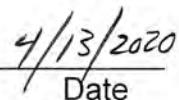
- A. Vicinity Map
- B. Review Letters
- C. Final Plat
- D. Draft Subdivision Agreement

**IX. COPIES OF REPORT SENT TO:**

- A. Brett West, West Management LLC
- B. Joe Dethlefs, Thompson, Dreessen & Dorner Inc.
- C. Public Upon Request



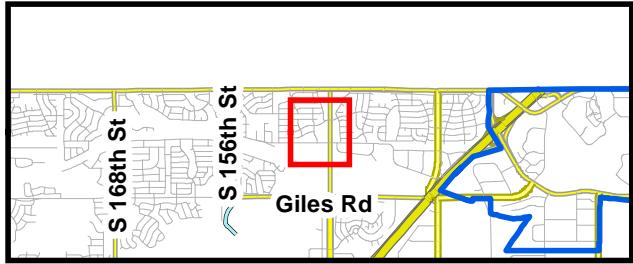
Prepared by: Assistant Planner

  
Community Development Director  
4/13/2020

Date



0 150 300 600  
Feet



## Vicinity Map - Final Plat Echo Hills Replat Four

3/11/2020

CB





February 24, 2020

Joe Dethlefs  
Thompson, Dreessen & Dorner, Inc.  
10836 Old Mill Road  
Omaha, NE 68154

RE: Final Plat – Initial Review Letter  
Echo Hills Replat Four

Mr. Dethlefs,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Subdivision Regulations, the City has the following comments:

1. Section 3.05.05: Please revise the Section Corner label to reference Range 11 East of the 6th PM, Sarpy County, Nebraska.
2. Section 3.05.16: Per Section 10.05 of the Subdivision Regulations, the space provided for the Certificate of County Register of Deeds is to be in the upper right-hand corner of the plat.
3. Section 3.05.11: If the property is free of mortgage holders, a statement from a title company should be provided.
4. Section 3.05.17: The Sarpy County Public Works review block should be revised to be consistent with Section 10.06 of the Subdivision Regulations.
5. Section 3.05.24: If not already provided, please provide financial data showing costs of all public improvements.
6. Section 3.05.25: The subdivision agreement will need to be approved prior to any Council action. Subdivision agreement should address items including, but not limited to: any public and/or private improvements; maintenance of common areas and/or common improvements, staking bonds, guarantees, performance bonds and/or any other assurances needed to ensure performance on public and common improvements. Egress and shared utility easements will also need to be addressed within the subdivision agreement and recorded concurrently with the plat. Please submit a first draft of the subdivision agreement as quickly as possible for review.

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
p: 402-331-4343  
f: 402-331-4375

**Community Development**  
8116 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

**Fire**  
8110 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

**Golf Course**  
8305 Park View Blvd.  
p: 402-339-9147

**Library**  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

**Police**  
7701 South 96th St.  
p: 402-331-1582  
f: 402-331-7210

**Public Buildings & Grounds**  
8112 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

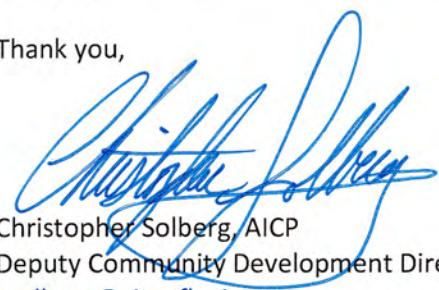
**Public Works**  
9900 Portal Rd.  
p: 402-331-8927  
f: 402-331-1051

**Recreation**  
8116 Park View Blvd.  
p: 402-331-3455  
f: 402-331-0299

Please submit 4 full size revised copies of the plat and related documents (along with electronic copies) to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted in this review have been sufficiently addressed.

If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg".

Christopher Solberg, AICP  
Deputy Community Development Director  
[csolberg@cityoflavista.org](mailto:csolberg@cityoflavista.org)  
(402) 593-6400

cc:

Brett West, West Management LLC  
Pat Dowse, City Engineer  
Bruce Fountain, Community Development Director



**SUBDIVISION AGREEMENT**

**Lot 3 Echo Hills  
144th and Chandler Road  
R-3, High Density Residential PUD GWC  
C-1, Shopping Center Commercial PUD GWC  
(Private Financing)**

THIS SUBDIVISION AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between VANDELAY INVESTMENTS LLC, a Nebraska limited liability company authorized to do business in Nebraska, (hereinafter referred to as "Subdivider"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). Subdivider and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Subdivider is the owner of the property to be platted or replatted as Lots 1-4, Echo Hills Replat 4, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska ("Lots 1-4") as is more particularly shown on the Final Plat (the "Plat") attached hereto as Exhibit "A-1," as finally approved by the City Council, and which is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction ("Property");

WHEREAS, Subdivider desires to own, develop and operate Lot 1 in a unified, compatible manner as an 80 unit assisted living and memory care facility comprised of a single building containing 60 assisted living units and 20 memory care units. And, whereas, the Subdivider desires to own, develop and operate Lot 2 in a unified compatible manner as a 210 unit multi-family residential housing project comprised of four separate residential apartment buildings, a total of 159 detached and attached fully enclosed single-vehicle parking garages. And, whereas, the Subdivider desires to develop Lots 3 and 4 in a unified and compatible manner as commercial pad sites, all as presented to the City Council with the Subdivider's request for approval of the Plat, PUD Plan and Conditional Use Permit and as finally approved;

WHEREAS, Subdivider has agreed to meet all applicable conditions and requirements of the City's platting, development and zoning laws, regulations and requirements, including without limitation those that are set forth in the City's Zoning Ordinance, Subdivision Regulations, PUD Plan, Conditional Use Permit, Building Code and this Agreement;

WHEREAS, Subdivider has requested the City approve the Plat and approve the rezoning of Lots 1 and 2 to R-3, High Density Residential PUD, with the Gateway Corridor Overlay (GWC), and Lots 3 and 4 to C-1 Shopping Center Commercial District PUD, with the Gateway Corridor Overlay (GWC).

WHEREAS, in order to develop Lots 1-4 in the way it wishes, Subdivider must grade, create, construct and maintain certain topographic and surface conditions and provide for surface water detention within the Subdivision in accordance with applicable requirements;

WHEREAS, Subdivider has requested that the City approve the Plat and approve the connection of the Subdivision to existing sanitary sewer and storm drainage systems;

WHEREAS, Subdivider will build all public improvements and private infrastructure improvements identified in "Exhibits "C", "F" and "H", or as otherwise described in this Agreement;

WHEREAS, Subdivider requested approval of the Plat, subject to the following provisions of the City of La Vista Zoning Ordinance: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.10 (pertaining to C-1 Shopping Center Commercial District), Section 5.15 (pertaining to PUD), Section 5.17.06 (Gateway Corridor Overlay District), and Article 6 (pertaining to Conditional Use Permits), and has agreed to meet all conditions of development and other requirements of said zoning set forth in this Agreement; and

WHEREAS, the Parties wish to agree upon various matters pertaining to the construction of the private infrastructure and public improvements within the Subdivision or serving the Subdivision and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, their inhabitants and the public.

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

Unless a contrary intent is clearly indicated herein, the following words and phrases shall have the following meanings, regardless of whether or not capitalized:

- A. "Agreement" shall mean this document entitled "Subdivision Agreement" and all Exhibits hereto (see Section 13 "Recitals/Exhibits Summary").
- B. "Conditional Use Permit" shall refer to that certain conditional use permit which is attached hereto as Exhibit "B," as finally approved by the City Council and executed by the parties.
- C. The "construction cost" of an improvement shall mean the amount paid to the contractor, utility or entity installing the improvement or performing the work, together with all other direct labor and material costs incorporated into the construction of the improvement, and net of refunds, reimbursements and offsets thereto.
- D. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and other costs of achieving completion, acceptance and financing of the project or work and miscellaneous costs.
- E. "Detention Basin" or "Storm Water Detention Basin" shall mean a permanent structure to serve as temporary water holding basin, whether above or below ground, to be constructed at the locations shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," or such alternative or substitute locations and accompanying plans and specifications as the City may approve in advance in writing.
- F. "Improvements" or "Infrastructure" shall mean, to the extent located within the Subdivision or required herein for development of the Subdivision, or pertaining to Subdivision entrances, any and all facilities constructed or otherwise implemented for the purpose of providing access or services of any type or description to or from the Subdivision or serving facilities or properties within or serving the Subdivision, including but not limited to, ingress and egress to and from the Sub-division, and construction of paving, enhancements or reconstruction of existing paving and traffic signalization in conjunction therewith, and construction of storm sewers, sanitary sewers, including outfall sewer, and access thereto, drain-age and drainage retention, culverting, street lighting, and any other item of infra-structure, together with utility systems and easements for any improvements where required.

G. "Land Utilization and Preparation Costs" shall include, but not be limited to, all costs pertaining to, or arising out of, determination of feasibility, acquisition, reclamation, preparation, enhancement and/or utilization of land within Echo Hills, and all engineering, legal, financing and contracted or other services related thereto or to the following:

- (1) Soil and water tests, topographic surveys, geotechnical investigation and environmental studies and drainage studies, water drainage ways and surface water retention and/or detention basins or facilities, surveying, staking and testing;
- (2) Platting (preliminary and final), and including replattings;
- (3) Excavation, filling, compaction, stabilization and testing thereof;
- (4) Grading;
- (5) Erosion and silt control, including installation and removal thereof;
- (6) Environmental studies and permits required by Corps of Engineers or other governmental agencies having jurisdiction in the matter and costs of compliance with the terms of such permits and requirements thereof;
- (7) Buffer zones and areas to be landscaped or beautified, including trees and other plantings therein or therefor;
- (8) Traffic and other required studies;
- (9) Such other costs incurred to utilize and/or prepare land located within Echo Hills to a City approved final grade, elevation, drainage control and soil condition ready for installation or construction of the Private Improvements and the Public Improvements authorized by this Agreement or to improve, enhance or beautify land.

H. "Plat" or "the Plat," unless a contrary intent is indicated, shall mean the plat attached as Exhibit "A," as finally approved by the City Council.

I. "PUD Plan" shall mean the Planned Unit Development Plan for the Subdivision, including, but not limited to, the Planned Unit Development Site Plan and Landscaping Plan attached as Exhibits "D" and "E," as finally approved by the City.

J. "Subdivider's Engineer" shall mean TD2 Engineering & Surveying, which shall be the principal contact entity with the City in engineering matters.

K. "Subdivision" or "Echo Hills" shall mean the approximately 12.43 acres of land described in Exhibit "A" hereto.

L. "Subdivider" shall mean Vandelay Investments, LLC a Nebraska limited liability company.

M. "District" shall mean Sanitary and Improvement District No. 68 of Sarpy County Nebraska.

N. "Public Improvements" shall mean those improvements described in Subsections 2B, 2C, 2F and 6.

O. "Private Improvements" shall mean all improvements described in this Agreement, other than Public Improvements, including without limitation those improvements described in Subsections 2A, 2B, 2C, 2D, and 2G.

2      Construction/Installation of Improvements Authorized.

The Parties, in addition to any other improvements specified by this Agreement, shall construct or install, or cause to be constructed or installed, the following types of improvements upon the property located within or immediately adjacent to the boundaries of the Subdivision and necessary water, sanitary sewer, and surface water drainage to or from existing or planned facilities as follows, and no funds, assets or other resources or credit of the District or the City shall be expended, loaned, applied or otherwise used by or for the benefit of the Subdivision, Subdivider or any Improvements, or any fee, cost or expense described or related to any matter described in this Agreement, except as expressly authorized in advance by the City in writing:

- A. Pedestrian Crossing and Speed Table on 146<sup>th</sup> Street The subdivider, at its cost, shall install or cause to install a speed table and pedestrian crossing on 146<sup>th</sup> Street as located on attached "Exhibit "D".
- B. Speed Hump on Echo Hills Drive The subdivider, at its cost, shall install or cause to install a speed bump on Echo Hills Drive as located on attached "Exhibit "D".
- C. Fence and Pedestrian Sidewalk Extension Along East Edge of Echo Hills Park The subdivider, at its cost, shall install or cause to install a four foot high metal fence (fence type to be approved by the City) and extend the pedestrian sidewalk along the east edge of Echo Hills Park as located on attached "Exhibit "D".
- D. Signalization of 144<sup>th</sup> & Chandler Road. The subdivider, at its cost, shall add or cause to add a permissive/protected phase to the northbound left turn lane with a 4-section signal head to include a flashing yellow arrow, and the modification to 3-section signal heads, with a flashing yellow arrow, to all other left turning lane signal head as to be consistent with signals in the vicinity.
- E. Storm Water Detention.
  - (1) A drainage study for the Subdivision based on development of Lots 1-4 has been completed and the executive summary is attached hereto as Exhibit "F" ("Drainage Study"), the results of which include projections regarding storm water drainage from the Subdivision after it is developed, including construction of storm water detention facilities within the Subdivision ("Projected Post-Development Drainage"). Subdivider certifies that, to the best of its knowledge, the Drainage Study is current, accurate and complete and that actual drainage from the Subdivision during and after development of the Subdivision will not exceed Projected Post-Development Drainage; provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Sub- division. Subdivider, at its cost, agrees to construct no later than the date(s) specified in or determined in accordance with Subsection 11(A)(1) the storm water detention basins and associated storm sewer piping and related improvements in accordance with the Preliminary Paving and Storm Sewer Plan attached hereto as Exhibit "C.". Subdivider, subject to any applicable permit, agreement or other requirement, shall connect to the existing storm sewer system. Storm water detention facilities and improvements are a Land Utilization and Preparation Cost within the meaning of Section 1 hereof and shall be constructed at Subdivider's

expense. If actual drainage from the Subdivision during or after development exceeds Projected Post-Development Drainage, Subdivider, at its cost, shall take such additional actions within the Subdivision as are necessary or appropriate to reduce actual drainage from the Subdivision to the Projected Post- Development Drainage levels, to the satisfaction of the City Engineer. Provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Prior to issuance of any building permit, Subdivider shall adopt a Post Construction Storm Water Management Plan governing perpetual operation, maintenance and repair of storm water detention basins and facilities in the Subdivision specified in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", which Post Construction Storm Water Management Plan shall be in form and content attached hereto in Exhibit "H," subject to such modifications as required by the City Administrator in consultation with the City Engineer. Subdivider at its cost shall maintain and repair all storm water detention facilities and appurtenances constructed by Subdivider within the Subdivision, which shall be Private Improvements.

- (2) All work and improvements required of Subdivider in this Subsection 2D, and related designs, contracts, plans and documents, shall be subject to prior review and approval of the City Engineer.
- (3) Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property (example shown below this paragraph) shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.

Lot 1 - 3.81AC @ \$4,095/AC	\$15,601.95
Lot 2 – 5.77 AC@\$4,095/AC	\$23,628.15
Lot 3 - 1.78 AC@\$4,963/AC	\$ 8,834.14
Lot 4 – 1.12 AC @ 4,963/AC	\$ 5,558.56
TOTAL	\$53,622.80

The aforesated fee of \$4,095 per acre of High-Density Multi-Family Residential and \$4,963 per acre of Commercial is the rate now in effect and is subject to increase. The rate in effect at time of building permit application will be the rate paid.

F. Private Storm Sewer. The Subdivider at its cost shall cause the private portion of the storm sewer system (shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in private drives or routes in the Subdivision, including those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", all of which shall be Private Improvements.

G. Public Storm Sewer. The Subdivider at its cost shall cause that portion of the storm sewer system (shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," designated as Public Storm Sewer to be constructed, including storm sewers, inlets, manholes, junction boxes, flared end sections and other related appurtenances to be constructed in dedicated easements in the Subdivision, including those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", , all of which shall be Public Improvements. The Subdivider, as a condition of the City releasing the final Plat for recording, agrees to grant at no cost or expense easements described or depicted in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", for the conveyance of storm water, including without limitation surface water resulting from major storm events such as "100-year" storm events, upon and through the Property from upstream public and private properties lying outside the boundaries of the Subdivision, which easements shall be in accordance with the City approved drainage plan and applicable laws and regulations, and in form and content satisfactory to the City Engineer.

H. Sanitary Sewer. The Subdivider at its cost shall install all sanitary sewers in accordance with the Preliminary Sanitary Sewer and Water Plan attached hereto as Exhibit "H"; and which sanitary sewers shall be Private Improvements. Subdivider, subject to written agreement of the District and City, shall connect such sewer lines to the existing public sewer line which was installed by the District pursuant to that certain Perpetual Easement, recorded June 19, 1979 at Book 52, Page 386 of the miscellaneous records of the Sarpy County Register of Deeds, and shall pay as a condition of building permit issuance all applicable connection fees at the rates in effect at the time. The Subdivider shall enter into a Sewer Connection Agreement with the City in form and content attached hereto as Exhibit "J," subject to the final approval of City Engineer.

The exact design, location and dimensions of and detailed plans and specifications for each of the above described Public Improvements or Private Improvements, are subject to prior approval by the City in advance of award of contract for construction or acquisition.

### 3. Allocation of Cost of Improvements

Subdivider and City, except as otherwise provided by this Agreement, agree that the cost of all improvements constructed by the Subdivider within or serving the Subdivision as authorized by Section 2, supra, or elsewhere in this Agreement shall be defrayed as follows:

- (1) Pedestrian Crossing and Speed Table on 146<sup>th</sup> Street One hundred percent (100%) of the cost of the speed table and pedestrian crossing shall be paid by the subdivider at its sole cost and expense.
- (2) Speed Hump on Echo Hills Drive One hundred percent (100%) of the cost of the speed bump and shall be paid by the subdivider at its sole cost and expense.
- (3) Fence and Pedestrian Sidewalk Extension Along East Edge of Echo Hills Park One hundred percent (100%) of the cost of the fence and pedestrian sidewalk extension along the east edge of Echo Hills Park shall be paid by the subdivider at its sole cost and expense.

- (4) Signalization of 144th Street & Chandler Road. One hundred percent (100%) of the cost of the signal improvements shall be paid by the Subdivider at its sole cost and expense.
- (5) Storm Sewer. One hundred percent (100%) of the cost of all storm sewers constructed within or serving the Subdivision, including manholes, inlets and other appurtenances, as shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," shall be paid solely by Subdivider.
- (6) Sanitary Sewer. One hundred percent (100%) of the cost of all sanitary sewers constructed by Subdivider, within or serving the Subdivision, including manholes and other appurtenances, as shown in the Preliminary Sanitary Sewer and Water Plan attached as Exhibit "I," shall be paid solely by Subdivider.
- (7) Water and Electrical. All costs of causing the installation of water and electrical distribution systems and the operation, maintenance and upkeep thereof within the Subdivision, including any contract charges, shall be paid by Subdivider or the utility provider.
- (8) Other Improvements. All costs of all other work or improvements, including, but not limited to, grading, landscaping, wetlands mitigation, and extension, distribution or location of gas or other utilities, telephone or other communications or services to, on, in, over, under, within or with respect to the Subdivision, and the installation, construction, acquisition, operating or maintenance costs thereof, as applicable, shall be paid by Subdivider, and no part thereof shall be the responsibility or at the expense of the City.

#### 4. General Agreements of Subdivider

Subdivider, with respect to work and Improvements described in this Agreement, agrees that:

- A. Compliance with City Construction Requirements. Subdivider, in addition to any other requirements of applicable law or regulations, will abide by and incorporate into all contracts for Public Improvements to be constructed by Subdivider under this Agreement, the provisions required by the regulations and standards of the City and Sarpy County pertaining to construction of such Public Improvements in Subdivisions or within street right-of-way, and testing procedures therefore; provided, however, if there is any conflict or ambiguity between or among any such regulations or standards, the higher standard or quality shall control. All plans, specifications and contracts for such proposed improvements and proposed maintenance agreements for said Public Improvements shall be submitted to the City for review and approval prior to commencement of the work.
- B. Preconstruction Requirements. Prior to recording of the Plat, Subdivider will (i) in addition to any bonds required by any other provision of this Agreement, present to the City Administrator for the benefit of the City binding bonds or letters of credit in an amount of 110% of the total estimated costs of the Public Improvements to be constructed by Subdivider under this Agreement (110% of \$64,775), in form and content satisfactory to the City Administrator, or (ii) complete said improvements and provide as-constructed records, certificates of completion and other required documentation, to the satisfaction of the City Engineer. If the Subdivider provides bonds pursuant to subsection (i) of the foregoing sentence, the City, upon Subdivider completing the Public Improvements, shall promptly release such bonds to the Subdivider at such time as the Subdivider's Engineer provides as-constructed records,

certificates of completion of said work and improvements and other required documentation, to the satisfaction of the City Engineer.

C Administration. As regards to this Agreement and its implementation:

- (1) No separate administrative entity or joint venture, among the Parties, is deemed created by virtue of this Agreement.
- (2) The administration of this Agreement shall be through the offices of the undersigned officers, or their designees, for their respective entities.

D Remedies. In addition to whatever rights of enforcement of the terms hereof are herein granted to any Party, each Party may avail itself of all other remedies it may have to enforce the terms hereof at law or equity. By way of specification and not by way of limitation, each of the Parties expressly reserves the right to specifically enforce full compliance of the terms and conditions of this Agreement by mandatory or prohibitory injunction.

E Covenants, Etc. All covenants and agreements of Subdivider set forth in this Agreement shall constitute covenants running with the land and shall be binding on Subdivider and all successors and assigns of Subdivider. The City shall have the right, but not the obligation, to enforce any and all such covenants.

F. In the event the Subdivider records the Plat and, before commencing any improvements within or for the benefit of the Subdivision, Subdivider decides not to develop the Subdivision, the City and Subdivider shall take all actions necessary to vacate the Plat, and the PUD Plan, Agreement and Conditional Use Permit shall be null and void, and any letters of credit provided by Subdivider pursuant to this Agreement shall be promptly released by the City and returned to Subdivider upon vacation of the Plat.

G. Non-Discrimination. In the performance of this contract, neither the Subdivider nor the City shall discriminate against any parties or persons on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.

H. The Subdivider agrees to cooperate and use all reasonable good faith efforts to complete any and all improvements and/or work required of it hereunder in a timely and orderly manner so as not to delay recording of the Plat, receipt of building permits, development of the Subdivision, or obtaining of certificates of occupancy.

5. Construction Standards and Procedures

Subdivider, in addition to and not in limitation of any other provisions of this Agreement or applicable law or regulations, further agrees that:

A. City Approvals. All Public Improvements will be constructed in strict accordance with contracts, plans and specifications and locations approved in advance in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefore, and directions of City Engineer, and that upon completion of construction thereof, Subdivider shall furnish to City a certificate from its consulting engineer so certifying. All Private Improvements will be built in accordance with this Agreement and applicable requirements of the City building code or other applicable laws or regulations.

B. Testing. Subdivider shall cause appropriate testing of materials and work finished in respect to the construction of Public Improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by Subdivider to the party performing the testing procedures, which additional testing costs shall also be a cost of the Public Improvement. Neither the Subdivider nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the Subdivider and its engineers.

C. Construction Record Drawings. Subdivider shall cause "Construction Record Drawings", in reproducible form, and specifications for all Public Improvements that Subdivider shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible mylar, except where the City agrees otherwise. The engineering costs attributable to the production of said "Construction Record Drawings" shall be an engineering fee within the meaning of Subsection 1-D, supra. Subdivider shall, prior to the Subdivider's solicitation of bids for any Public Improvement within the area to be developed, require Subdivider's Engineers to file with the City said Engineers' separate written assurance and agreement that said "Construction Record Drawings" will be prepared and filed with the City upon the completion of each Public Improvement.

D. Compliance with Law. All Public Improvements shall comply with all applicable federal and state and County laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance; provided, however, if there is any conflict or ambiguity between or among any such laws and regulations, the higher standard or quality shall control.

E. Compliance with City Engineer Determinations. In the event that City's Engineers determine that there is anything in the construction, use, maintenance or operation of any Public Improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same right-of-way or easement, Subdivider will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action acceptable to the City Engineer and Subdivider which shall be implemented by Subdivider at Subdivider's cost.

F. Bonds. Subdivider, in addition to any bonds or letters of credit required by any other provision of this Agreement, shall require each contractor performing work on Public Improvements on behalf of the Subdivider to furnish a performance and maintenance bond, and to warrant the work against any defects for a minimum of two years after completion, with Subdivider and City as joint and several obligees thereon, which bond and warranty shall be subject to the City approval as to surety, form and terms.

G. Easements. Any easements required from Subdivider for Public Improvements hereunder by the City or its designee shall be provided at no cost to the City or its designee.

6. Sidewalks. Subdivider, at its sole cost and at no cost to the City, shall install or cause to be installed sidewalks along the south side of Echo Hills Drive adjacent to proposed Lots 1 and 2, the east side of 146th Street adjacent to proposed Lots 2 and 4, and a segment along the west

side of 146<sup>th</sup> street providing safer access to Echo Hills Park, as displayed in the PUD Site Plan (Exhibit "D"), by the time Subdivider has completed 75% of the planned residential units in the project or at such earlier time as they are warranted as determined in the sole discretion of the City Engineer. Such sidewalks shall be constructed at Subdivider's expense. All sidewalks, whenever installed, shall be constructed in accordance with the City sidewalk regulations and policies as they may from time to time exist, and shall be maintained at Subdivider's expense. Sidewalks adjacent to Lots 3 and 4 along the north side of Chandler Road, and east side of 146<sup>th</sup>, as displayed in the PUD Site Plan (Exhibit "D"), will be completed with the development of Lots 3 and 4, or at such earlier time as they are warranted as determined in the sole discretion of the City Engineer.

7. Parking. The Subdivider will provide cross access parking easements between Lots 1 and 2 of this subdivision.

8. Maintenance of Improvements. In addition to any other maintenance required of Subdivider pursuant to this Agreement or applicable laws or regulations, Subdivider shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if required of Subdivider herein or by applicable agreements, laws, rules or regulations, all Private Improvements Subdivider constructs or makes or causes to be constructed or made with respect to development of the Subdivision, including, but not limited to landscaping. Not in limitation of any of the foregoing, all landscaping within the Subdivision shall be warranted by the landscape contractor for at least two growing seasons, and any replacement, repair or reconstruction shall be of equal or better maturity, type, quality and quantity, regardless whether or not the replacement, repair or reconstruction occurs within or after an applicable warranty period.

9. Sewer Connections. Before any connection from any premises to the sanitary sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

10. Tract Sewer Connection Fees. Developer agrees that the terms and conditions for the benefit of the City that are contained in the Subdivision Agreement, by and between Vandelay Investments LLC, a Nebraska Limited Liability Company authorized to do business in Nebraska, the City of La Vista, a Municipal Corporation in the State of Nebraska, and Sanitary Improvement District No. 68 of Sarpy County, Nebraska, dated \_\_\_\_\_, and the separate Sewer Connection Agreement referred to within Exhibit "I" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements. Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit pertaining to each lot:

Lot 1, R-3 - High Density Residential	80 UNITS @ \$1,064/UNIT	\$ 85,120.00
Lot 2, R-3 - High Density Residential	210 UNITS @ \$1,064/UNIT	\$ 223,440.00
Lot 3, C-1 - Shopping Center Commercial	1.18 AC +/- @ \$7,407/AC	\$ 8,740.26
Lot 4, C-1, - Shopping Center Commercial	1.11 AC +/- @ \$7,407/AC	\$ 8,147.70
	<u>TOTAL</u>	\$ 325,447.96

The aforesated fee of \$ 7,407 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid.

11. City Right of Disconnection. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sanitary sewer of any industry, or other sewer user within the area to be developed, which is connected or discharging into the sanitary sewer system in violation of any applicable ordinances, statute, rule, or regulation.

12. Compliance with City Regulations, Etc. The Subdivider, without limiting any other provision of this Agreement, expressly agrees that it is and shall be:

- A. Bound by and to any provisions of any ordinances, rules and regulations as existing or hereafter made and adopted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and
- B. Bound by any terms and provisions which by ordinance, resolution, or rule exists or which the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City or sewer within its zoning or health jurisdiction.
- C. Bound by all terms and provisions of the Sewer Connection Agreement which is attached hereto as Exhibit "I" subject to the final approval of the City Engineer, and shall be executed in conjunction with this Agreement.

13. Additional Special Covenants and Agreements. Subdivider further covenants and agrees as follows:

- A. Storm Water Detention. In regards to storm water detention facilities:
  - (1) Subdivider's construction of storm water detention basins and facilities within the Subdivision shall be in accordance with the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C". Construction of storm water detention basins and facilities within Lots 1-4 shall be staged in accordance with the staged construction of buildings by Subdivider and shall be completed as necessary to handle the storm water associated with the developed portions of Lots 1-4, which staging and schedule for construction and completion of storm water detention basins and facilities shall be subject to approval of the City Engineer before any building permit is issued for any building within the Subdivision.
  - (2) Any change of a location of a detention basin from that shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C" shall require approval of the City Engineer, as will any relocation of the basin from its City approved location.
  - (3) The detention basins shall be on private property. Subdivider at its cost shall be responsible for construction and continuous and permanent maintenance and repair of all detention basins and facilities located within the Subdivision.
  - (4) The City shall have an easement for access to all detention basins, as may be relocated or redesigned from time to time in accordance with this Section 11,

for inspection and any follow up, in the City's sole discretion, as is set forth in the Post Construction Storm Water Management Plan Maintenance Agreement and Easement attached as Exhibit "J", which Subdivider shall record with the Sarpy County Register of Deeds.

(5) If a relocation or design modification of detention facilities is necessary or desirable, the Parties will make a good faith effort to cooperate in making such amendments to the Post Construction Storm Water Management Plan Maintenance Agreement and Easement as are needed to accommodate such relocation or design modification, which modification and amendments shall be in form and content satisfactory to the City Engineer.

B. Annexation. Subdivider hereby agrees not to directly or indirectly fund or pursue, or encourage any other person to fund or pursue, any lawsuit or other action contesting annexation of the Subdivision, or any part thereof, by the City. Subdivider agrees that the City shall not be obligated to annex the Subdivision.

C. All public improvements within the Plat shall be constructed to City approved specifications. The City shall have access to, over and otherwise with respect to all private roadways and private driveways and other improvements for public safety or the exercise of other governmental purposes, including, but not limited to, police, fire and rescue, and for the exercise of the rights granted or reserved to City under this Agreement.

D. Subdivider on a permanent and continuous basis shall provide for proper and continuous maintenance and upkeep within the Subdivision in accordance with ordinances, codes, rules and regulations from time to time adopted or amended by the City and setting forth requirements applicable to maintenance and upkeep of residential real property and related improvements, including, but not limited to, requirements applicable to multifamily housing, residential rental properties and landscaping. When replacement of landscaping is required, the replacement shall be of the same or better quality, maturity, type and quantity as the plants or materials originally required.

E. If Subdivider fails to timely and fully perform any responsibility set forth in Subsection D of this Section within thirty (30) days after written notice from the City of such failure or such later time period as set forth in the next sentence, the City, at its option, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider or against Lots 1-4 of the Subdivision as a lien. If it is not possible for Subdivider to perform such responsibility within such thirty (30) day period, such period of time shall be extended by the number of days reasonably necessary to perform such responsibility, provided that Subdivider commences curative actions within the time required by this subsection E and diligently pursues and completes the same as soon as reasonably possible, and provided further that allowing additional time does not present or increase risk of harm to persons or property.

F. Subdivider, before any voluntary or involuntary sale, transfer or conveyance resulting in separate ownership of any two or more parts of the Property, shall record with the Sarpy County Register of Deeds a declaration of covenants running with all property within the Subdivision (except any vacant property sold, transferred or conveyed that will not be served by any public services or public or private improvements to, from, over, under, through or across the remaining property, and that will not serve the remaining property by any public services or public or private improvements to, from, over, under, through or across the vacant

property) and in form and content satisfactory to the City Engineer, which document shall provide for access, use, maintenance, upkeep, replacement and repair of services, equipment, facilities or improvements serving or shared by more than one subdivided portion of the Property, including without limitation, services, equipment, facilities or improvements relating to sewers, gas, water, electric, telecommunications, cable or other utilities, roads, parking or recreation.

- G. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision.
- H. Any City approval or any notice required under this Agreement must be in writing to be effective.
- I. If any provision of this Agreement is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Agreement shall be enforced. This Agreement shall be governed and construed in accordance with Nebraska law and the Parties submit to the jurisdiction and venue of the District Court of Sarpy County to resolve any dispute hereunder, and agree not to challenge said jurisdiction or venue
- J. City Engineer Review. All preliminary plans described in this Agreement shall be finalized and subject to review and final approval of the City Engineer prior to building permit approval, grading permit approval, storm water management permit approval, and authorization to construct public improvements as applicable.
- K. Covenants Running With the Land. The final plat and this Agreement and the obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider, Developer and Association, and all of their respective successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider, Developer or Association. City shall have the right, but not the obligation, to enforce any and all covenants. It is further agreed that after City releases the final plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska. It is expressly agreed, however, that City shall not release the final plat or this Agreement for recording until City is satisfied that Subdivider and Developer have concluded (closed), or made arrangements satisfactory to the City to conclude (close), their respective transactions requiring the actual construction of Private Improvements within the Replatted Area. It is further expressly agreed that, if the condition described in the immediately preceding sentence has not occurred within twelve (12) months after the date of this Subdivision Agreement, neither Subdivider nor Developer shall be entitled without the written consent of the City and any amendments of this Agreement or the Replat as the City Engineer determines necessary, to move forward with the project. Provided, however, the City Administrator periodically may extend the time for performance under this Section 16.

14. Staking Bond. Developer shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.

15. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "F" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

16. Easements. All proposed easements by the Subdivider, and easements required by the City, as set forth in Exhibit "H," for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City. Any proposed modification of any Easements shall be subject to approval of, and in form and content satisfactory to, the City Engineer, and recording of the modification by the Subdivider immediately after said appeal is provided.

17. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of land within the Replatted Area and may be enforced by the City at law, in equity or such other remedy as City determines appropriate. All rights and remedies of a party, whether specified in this Agreement or otherwise provided, are cumulative.

18. Ownership Representation. Kevin James for Vandelay Investments LLC, by signing below and the Final Plat of Echo Hills Lots 1, 2, 3 & 4, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording the final plat.

19. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Replat, as finally approved by the City in the final plat. Roads and driveways identified in Exhibit "D" for use of the public shall be constructed to City approved specifications and shall not be less than seven inches (7") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.

20. Entire Agreement. This Agreement represents the entire agreement and understanding, and supersedes all prior understandings and agreements, written or oral, of the parties with respect to the matters contained herein. The Agreement only may be amended by a written amendment executed by all parties.

21. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegality or unenforceability shall not affect the remainder of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision had never been included herein.

22. Recitals/Exhibits Summary. The recitals set forth on pages 1 and 2 above are incorporated herein by reference and made a part of this Agreement. Except as otherwise noted, the following attached Exhibits were prepared by TD2 Engineering & Surveying engineers for Subdivider. The Exhibits (Exhibits "A" thru "J") are attached hereto and made a part of this Agreement, and said Exhibits are incorporated herein by this reference as follows, together with any other documents or instruments referenced in this Agreement:

Exhibit "A"	Final Plat
Exhibit "B"	Conditional Use Permits
Exhibit "C"	Preliminary Paving and Storm Sewer Plan
Exhibit "D"	Planned Unit Development ("PUD") Site Plan
Exhibit "E"	Landscaping Plan
Exhibit "F"	Drainage Study (Executive Summary)
Exhibit "G"	Post Construction Storm Water Management Plan
Exhibit "H"	Preliminary Sanitary Sewer & Water Plan
Exhibit "I"	Sewer Connection Agreement
Exhibit "J"	Post Construction Storm Water Management Plan Maintenance Agreement and Easement

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

Owner:

Vandelay Investments LLC, a Nebraska limited liability company

By:

---

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

#### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA                            )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be Manager of Liberty Funding, L.L.C., a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

---

Notary Public

ATTEST:

## CITY OF LA VISTA

Pamela Buethe, City Clerk

Douglas Kindig, Mayor

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

---

## Notary Public

# ECHO HILLS REPLAT FOUR

## LOTS 1, 2, 3 AND 4

BEING A REPLATTING OF PART LOT 3, ECHO HILLS, A SUBDIVISION IN THE SE 1/4 OF THE NE 1/4 OF SECTION 14, T14N, R11E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

### ACCEPTANCE BY LA VISTA COUNCIL

THIS PLAT OF ECHO HILLS REPLAT FOUR WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS \_\_\_\_\_ DAY, 2020, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST

CITY CLERK

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ECHO HILLS REPLAT FOUR WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

MAYOR

CITY CLERK

COUNTY SURVEYOR/ENGINEER

RECORDING CLERK

# Exhibit B1

## CITY OF LAVISTA CONDITIONAL USE PERMIT

### Conditional Use Permit for an Assisted Living Facility (Echo Hills Assisted Living & Memory Care) Lot 1 Echo Hills Replat Four

This Conditional Use Permit issued this \_\_\_\_ day of \_\_\_\_\_, 2020, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, West Management, LLC., a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate an assisted living and memory care facility to be known as Echo Hills Assisted Living and Memory Care upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 1 Echo Hills Replat Four, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating an assisted living and memory care facility; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Conditional Use Permit is issued to the owner to use the area designated on the final plat as Lot 1 on Exhibit "A" hereto for an assisted living and memory care facility, said use hereinafter being referred to as "Permitted Use or Use".

#### **Conditions of the Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
  - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "B".
  - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
  - c. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown in Exhibits "D" through "F".
  - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lots 1-4 Echo Hills Replat Four ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference.

Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.
- f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- g. Owner shall obtain all required permits for the Uses from the City of La Vista.
- h. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
- i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
- j. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lots 1-4 Echo Hills Replat Four. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the public-facing front office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 1 Echo Hills Replat Four is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.
- o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.
- q. This continuing care facility is intended for assisted living and memory care. Facilities shall be exclusively operated for, marketed and leased to, and occupied by persons age 55 and older, or as otherwise required to provide reasonable accommodations to disabled residents under applicable laws, rules or regulations. To carry out this requirement, Owner shall:
  - (i) From time to time during this permit, adopt, publish and adhere to written rules, policies and procedures to implement and carry out said requirement in accordance with 24 CFR Section 100.306, as adopted, amended or superseded from time to time, subject to review and approval of the City Administrator, which approval shall not be withheld or refused so long as the rules, policies and procedures satisfy the requirements of "c" above and 24 CFR Section 100.306; and
  - (ii) Take all other actions during this permit as may be required from time to time under the Federal Fair Housing Act, Housing for Older Persons Act of 1995, Nebraska Fair Housing Act, or any other applicable laws, rules or regulations, as adopted, amended or superseded

from time to time, to carry out this subparagraph "c" in accordance with all applicable requirements, and specifically to qualify and continue the qualification of the facility as senior housing exempt from any applicable familial status protections.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:
  - a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
  - b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and justifiable cause demonstrated.
  - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
  - a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
  - c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
  - d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.
7. If any provision, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall

not be affected, and shall remain in full force and effect.

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.
9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner: West Management, LLC  
Attn: Brett West  
3042 Sheridan Blvd  
Lincoln, NE 68502

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.
14. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

### Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof

## THE CITY OF LA VISTA

By Douglas Kindig, Mayor

Attest:

---

Pamela A Buethe, CMC  
City Clerk

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

**CONSENT AND AGREEMENT** The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by Owner to be performed or discharged.

Owner:

West Management, L.L.C., a  
limited liability company

By: \_\_\_\_\_, it's owner

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be an owner of West Management L.L.C., a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

---

## Notary Public



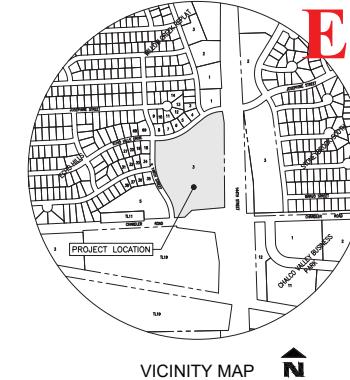
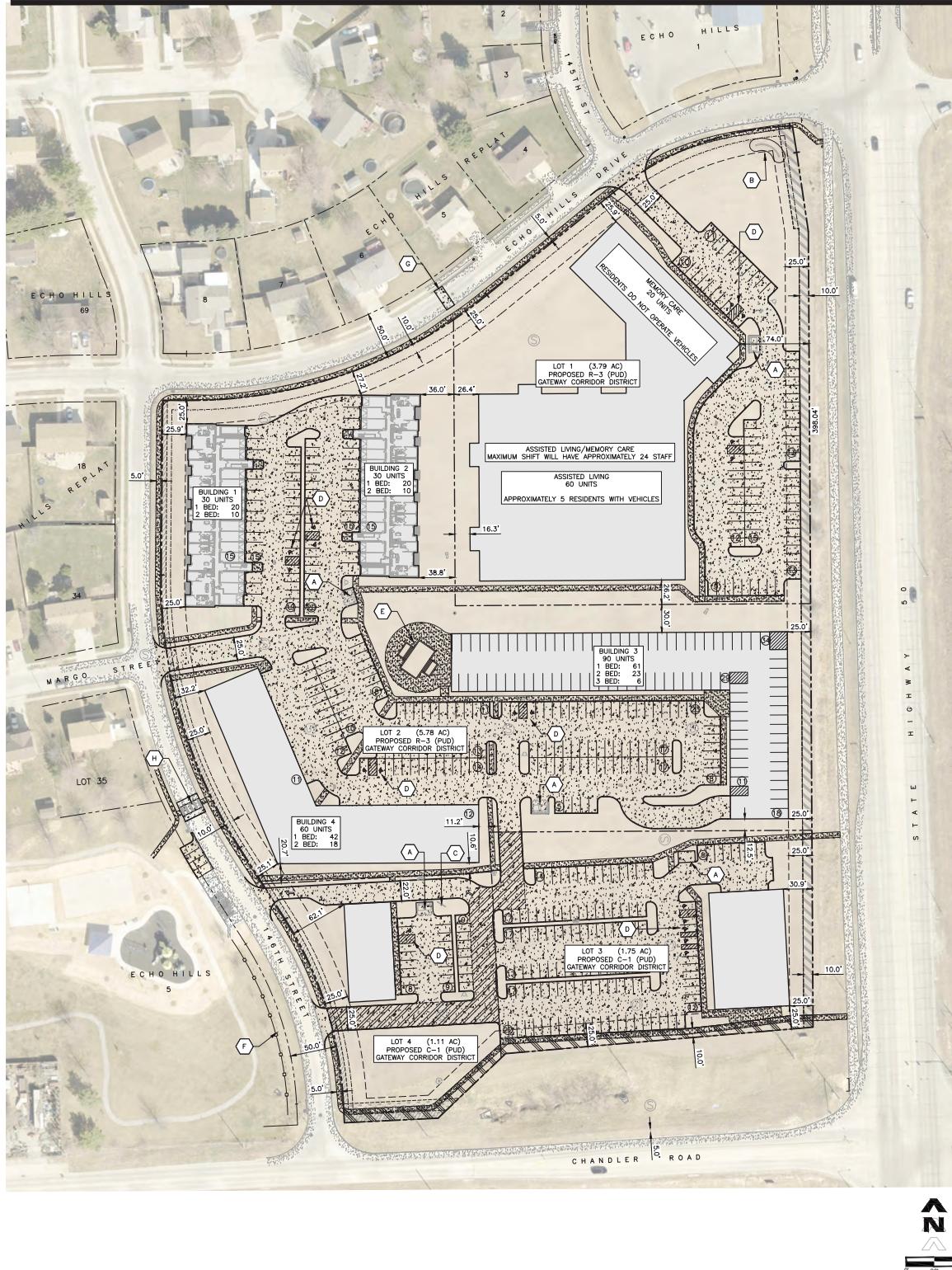
# Exhibit B

**TD2**  
engineering & surveying

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

Project Name

Echo Hills Replat 4  
Lots 1 - 4



## SITE KEY NOTES

- A. TRASH ENCLOSURE LOCATION
- B. MONUMENT SIGN LOCATION
- C. DRIVE THRU SIGN LOCATION
- D. PROPOSED ADA STALLS
- E. PROPOSED POOL LOCATION
- F. PROPOSED FENCE LOCATION
- G. PROPOSED SPEED HUMP
- H. PROPOSED SPEED TABLE & PEDESTRIAN CROSSING

## LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLAT OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

## LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- PROPOSED SANITARY SEWER MANHOLE
- PARCEL BOUNDARY
- PROPOSED LOT LINES
- BUILDING SETBACK
- LANDSCAPE SETBACK
- PROPOSED ACCESS EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON THE FINAL PLAT OF ECHO HILLS.
- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY IN THE FINAL PLAT DEED OF ECHO HILLS.
- EASEMENT AND RIGHT-OF-WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, RECORDED AS INSTRUMENT NO. 98-14043 OF THE SARPY COUNTY RECORDS.

## BUILDING HEIGHT

LOT NUMBER	BUILDING NUMBER/NAME	STORIES	HEIGHT
1	ASSISTED LIVING	2	39'
	MEMORY CARE	1	20'-24'
2	BUILDING 1	3	45' MAX
	BUILDING 2	3	45' MAX
	BUILDING 3	3	45' MAX
3	RETAIL	1	20'-24'
4	RETAIL	1	20'-24'

## SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	165,264 SF / 3.79 AC	61,216	37	122,432 SF	38,500	99,716	60 %	65,548	40 %
LOT 2	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	251,772 SF / 5.78 AC	81,500	32	237,900 SF	97,145	178,645	71 %	73,127	30 %
LOT 3	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	93,238 SF / 1.75 AC	9,600	13	9,600 SF	46,100	55,700	72 %	20,528	27 %
LOT 4	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	48,135 SF / 1.11 AC	5,240	10	5,240 SF	19,170	24,410	47 %	23,725	49 %

## PARKING SUMMARY

LOT NUMBER	PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1	60 ASSISTED CARE UNITS & 20 MEMORY CARE UNITS	80 + 24 EMPLOYEES **	83
2	210 UNITS	105 COVERED	145
	283 BEDROOMS	283	352
3	10,400 SF (INCLUDES OUTDOOR SEATING)	104 + EMPLOYEE	124
4	4,200 SF	21	26

\*\* APPROXIMATELY 5 ASSISTED LIVING RESIDENTS OPERATE VEHICLES & MEMORY CARE RESIDENTS DO NOT OPERATE VEHICLES

## PHASING INFORMATION

PHASE NUMBER	LOT NUMBER	PROPOSED USE
PHASE 1	LOT 3	COMMERCIAL
PHASE 2	LOT 1	ASSISTED LIVING
PHASE 3	LOT 2	MULTI-FAMILY
PHASE 4	LOT 4	COMMERCIAL

Client Name  
West Management  
L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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## Operating Statement

### **Echo Hills Assisted Living and Memory Care**

The Echo Hills Assisted Living and Memory Care project will include an 80 unit assisted living and memory care facility consisting of a two-story, 60 unit assisted living building with a one-story wing that will include 20 memory care units. All the units will be rented at market rates and will include 24-hour nursing care for residents that will be tailored to their specific needs. A private courtyard, library, exercise room, daily dining, and shuttle service will be provided for the assisted living residents, while the memory care facility will include a private yard for its residents and controlled access. A total of 10 to 15 full time and part time administrative, nursing, nutrition, and property management positions will be required to operate the facility at any one time. A total of approximately 40 staff will be employed. The property will be managed by MJ Senior Housing, which currently manages several similar facilities in Omaha, Lincoln, and across eastern Nebraska. The facility will be staffed with an Executive Director who will oversee the operations on a daily basis and facilities staff will be available 24 hours a day for any maintenance concerns. The project will be a class A facility and we expect to be 95% full within 18 months of opening. Construction is targeted to start in fall of 2020 and open up in early 2022.

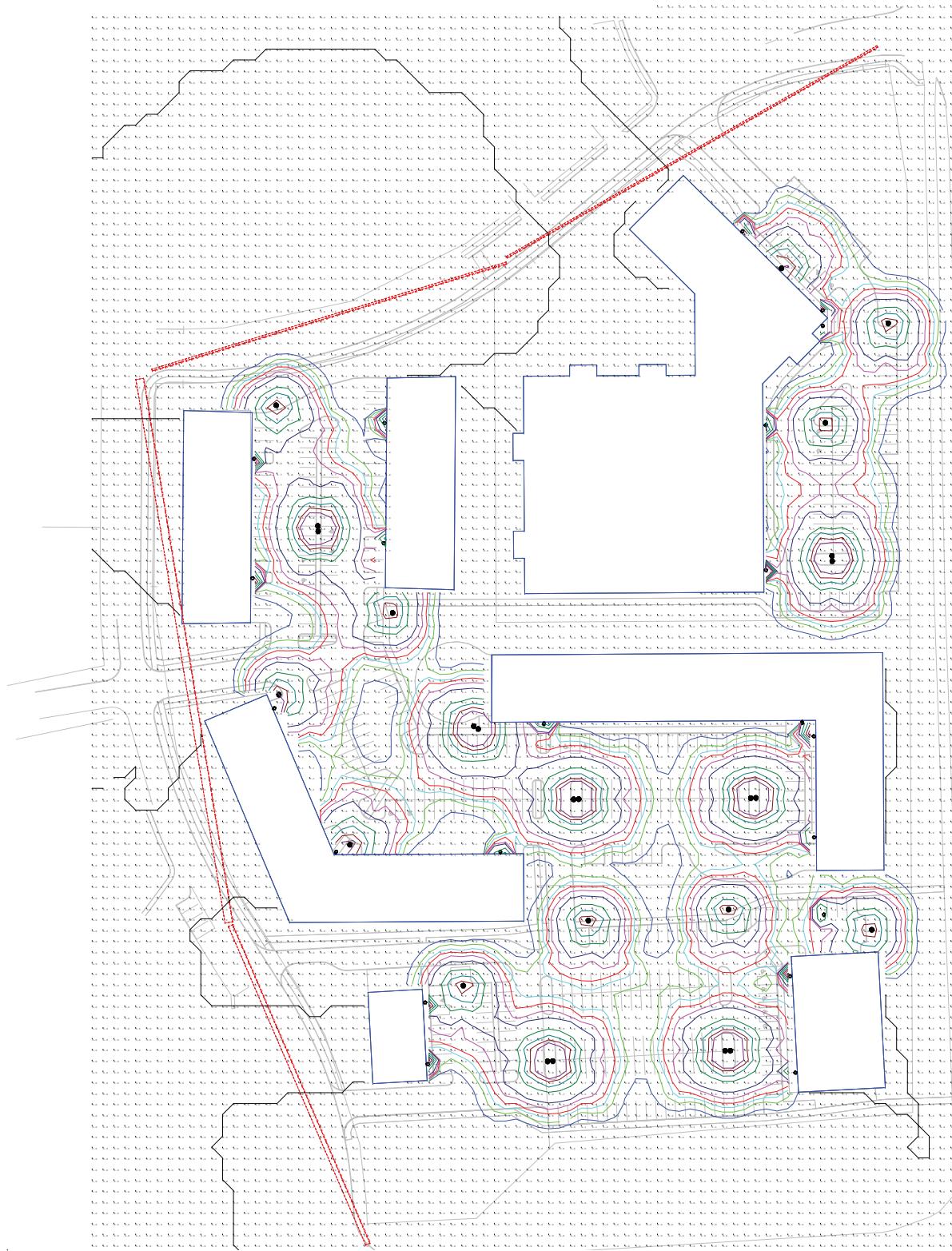
# Exhibit D

## West Management L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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ILLUMINANCE [FC]			
Label	Avg	Max	Min
NE VERT	0.00	0.0	0.0
NW VERT	0.01	0.1	0.0
Site	0.34	9.9	0.0
SW VERT	0.00	0.0	0.0
W VERT	0.00	0.0	0.0

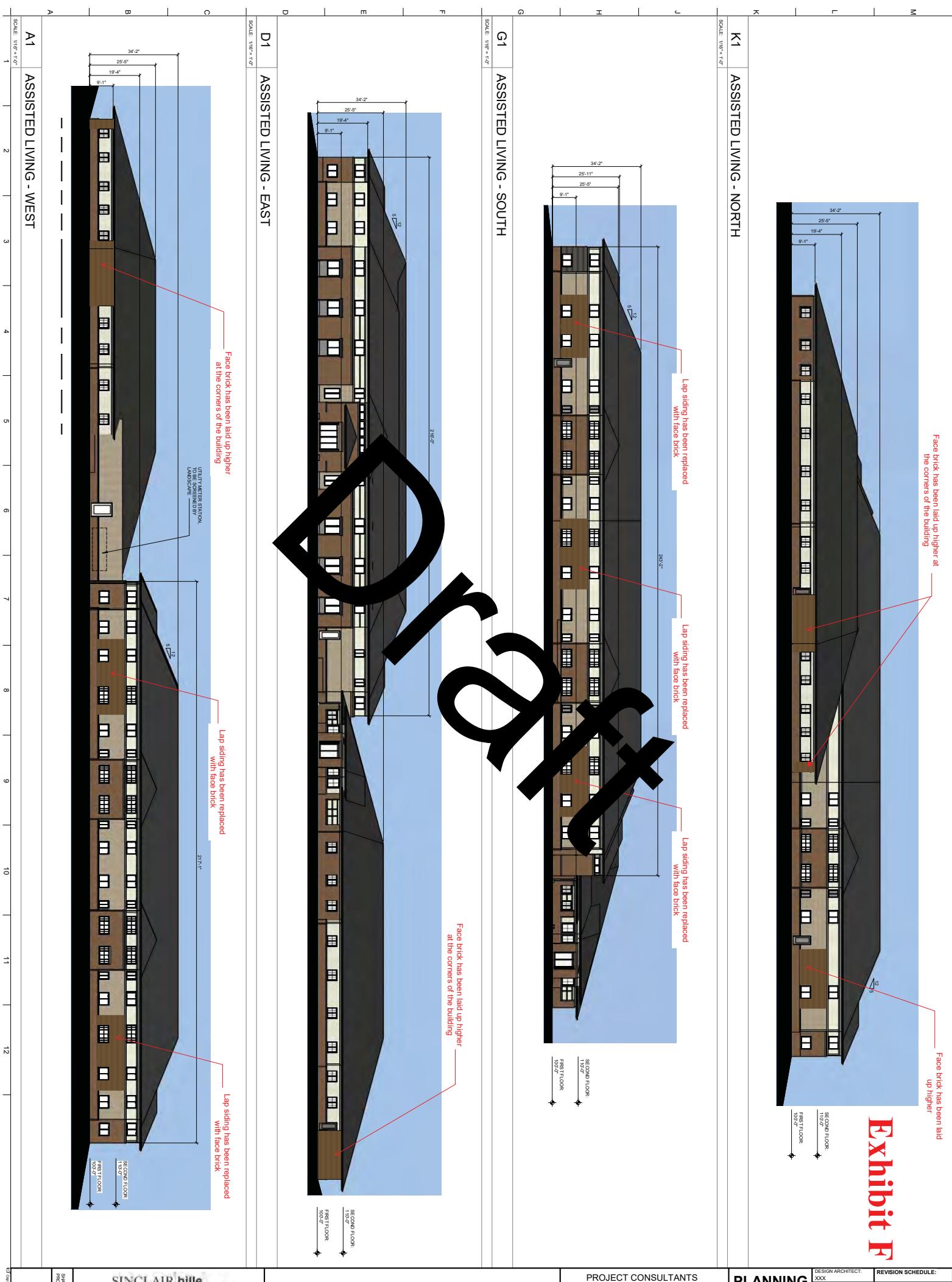
ECHO HILLS  
SITE PHOTOMETRICS  
SCALE: 1" = 40'-0" ON 30X42

**Exhibit E**

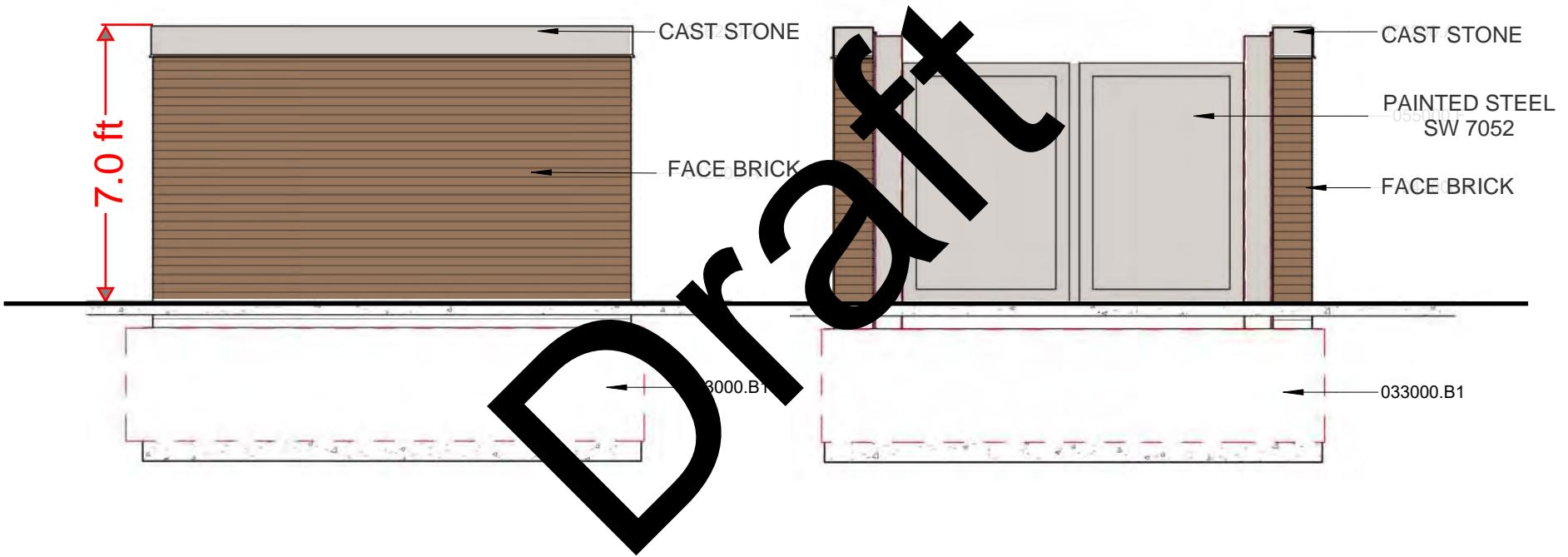
Face brick has been laid up higher at the corners of the building

Face brick has been laid up higher

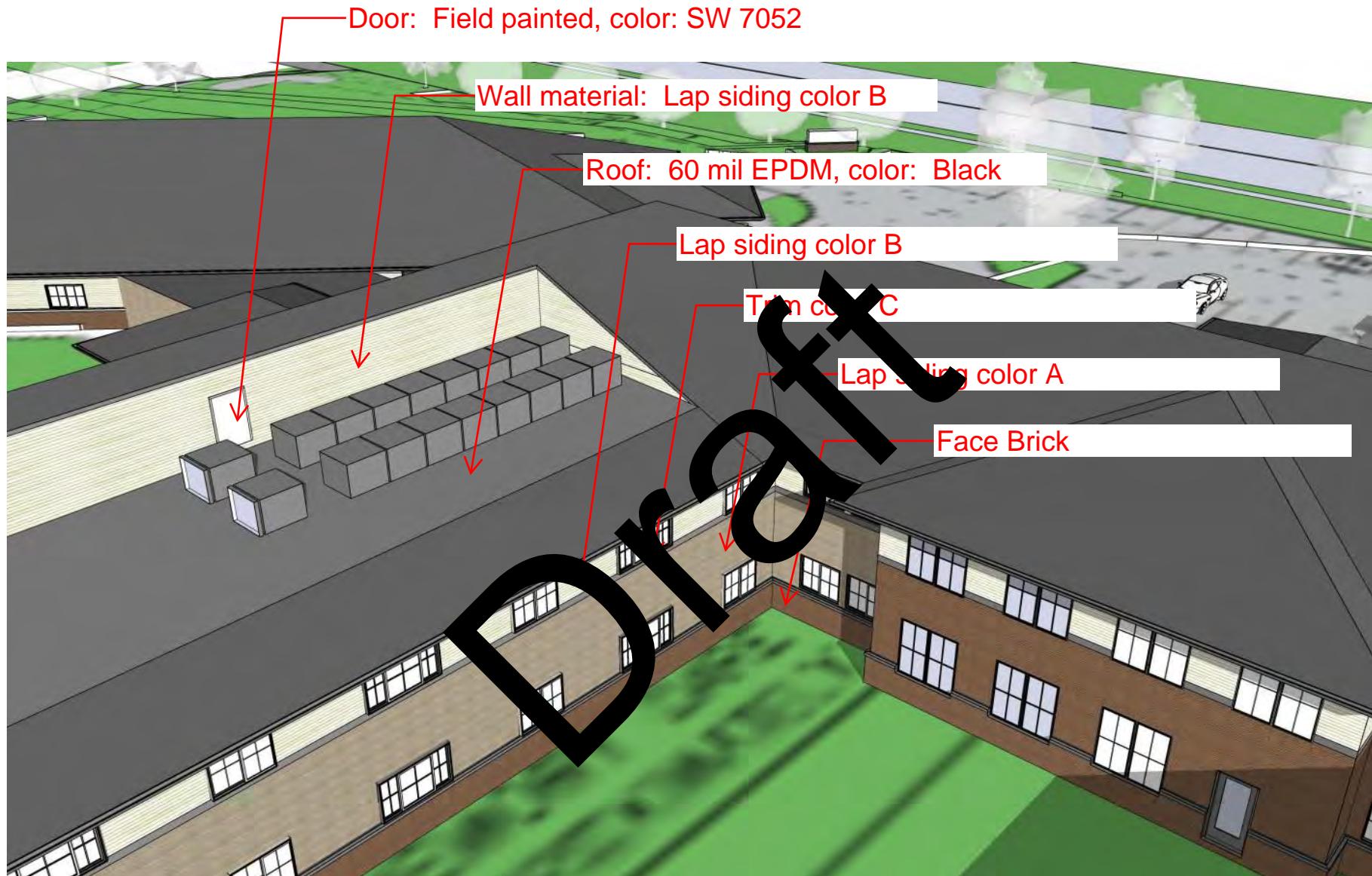
## Exhibit F



<b>A204</b> Project Number 700 Q St. Lincoln, NE 68508 T-402 476 7331 F: 402 476 8341 Exterior Elevations - Assisted Living	<b>WEST DEVELOPMENT</b> <b>ECHO HILLS APARTMENTS AND ASSISTED LIVING</b>	PROJECT CONSULTANTS <b>PLANNING REVIEW</b> NOT TO BE USED FOR CONSTRUCTION 2/13/2020 11:45:17 AM	DESIGN ARCHITECT: XXX PROJECT ARCHITECT: XXX DRAWN BY: Author ISSUED: 02/11/20 <b>RE-SUBMITTED</b> 04-08-2020
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TRASH ENCLOSURE  
SUPPLEMENTAL INFORMATION



MATERIALS IN COURTYARD & MECHANICAL AREA  
SUPPLEMENTAL INFORMATION

CITY OF LAVISTA  
CONDITIONAL USE PERMIT

# Exhibit B2

**Conditional Use Permit for Multiple Family Dwellings  
(Echo Hills Apartments)  
Lot 2 Echo Hills Replat Four**

This Conditional Use Permit is issued this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to West Management, LLC., a limited liability company authorized to do business in Nebraska ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a multiple family dwelling complex to be known as the Echo Hills Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 2 Echo Hills Replat Four, a subdivision in Sarpy County, Nebraska (the "Property") as depicted in Exhibit "A" the final plat; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of constructing and operating a multiple family dwelling complex on the Property as described above; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the Owner for such purposes, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Owner to use the Property for the purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Uses" or "Uses".

### **Conditions of the Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any material breach hereof shall cause Permit to expire and terminate, subject to the rights of the Owner to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Uses:
  - a. The site plan (the "Site Plan") showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "B".
  - b. Operations on the property will be limited to and carried out in accordance with the Operational Statement attached as Exhibit "C" and incorporated into this permit by reference.
  - c. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown in Exhibits "D" through "F".
  - d. The Property shall be developed and maintained in accordance with the Site Plan and all other Exhibits of this Agreement, as well as the final plat of Lots 1-4 Echo Hills Replat Four ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference.

Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.

- e. All signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the Community Development Department, per the La Vista Zoning Ordinance.
- f. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- g. No vehicle repair (other than emergency maintenance such as changing a tire), inoperable or abandoned vehicles, or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit "B". The Owner shall have seventy-two (72) hours after notice from the City or other appropriate political subdivision to correct any violation or cause the removal of any such vehicle that is in violation.
- h. Owner shall obtain all required permits for the Uses from the City of La Vista.
- i. Owner shall comply (and shall ensure that all structures, appurtenances and improvements on the Property at any time comply) with any applicable federal, state and/or local laws, rules or regulations, as amended or in effect from time to time, including, but not limited to, applicable building codes, fire codes, ADA requirements, and environmental or safety laws, rules or regulations.
- j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees relating to the Owner's Uses of the Property, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation but excluding any liability, loss, claim or expense proximately caused by the sole negligence of the City.
- k. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lots 1-4 Echo Hills Replat Four. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 2 Echo Hills Replat Four is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision Agreement) obligations under the Subdivision Agreement.
- o. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- p. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the approved landscaping plan (Exhibit "D") and the requirements of the Gateway Corridor District.

3. The Owner's right to maintain the Uses of the Property, as contemplated by this Permit, shall be based on the following conditions:

- a. An annual inspection to determine compliance with the conditions of this Permit. The Permit may be revoked (with respect to a particular Use) only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Owner and opportunity to cure in the time and manner described below.
- b. Construction will be in accordance with the City Building Code. Time limitation for building permits shall be in accordance with the City Building Code. Extensions shall be requested in writing and

justifiable cause demonstrated.

- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property as related to said structures, facilities or materials.

4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Owner fails to commence construction of the buildings within the time provided by Section 4(b) above.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Uses, and such cancellation, revocation denial or failure to maintain any federal, state or local permit required for the use is not cured in the time and manner described below, so long as curative rights are provided under laws, rules and regulations governing said permit.
- c. Owner's construction or placement of a storage tank, structure or other improvement on the Property, (except during construction of any phase of the project) not specified in this Permit and Owner's failure to cure such breach in the time and manner described below after City's giving notice thereof.
- d. Owner's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. If construction of the improvements on the Property has not been commenced within twelve (12) months from the date of this Permit, this Permit shall be null and void and all rights hereunder shall lapse; provided, however, Owner shall have the right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. If the Owner upon the expiration or termination of this Permit fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Owner or any third party to exercise said option) cause the same to be removed at Owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right, provided notice is furnished to the Owner along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards or nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

7. If any provision, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

8. The conditions and terms of this Permit shall constitute covenants running with the land and shall be binding upon, and shall inure to the benefit of, the Owner, its successors and assigns.

9. Delay of City to terminate this Permit on account of breach of Owner of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

10. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to written notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner in

writing of any breach of this Permit and Owner shall be permitted to cure any breach. Such written notice shall specify the particular conditions giving rise to the breach, and, to the extent known, what actions are required to cure such breach. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section 10 and diligently pursued and completed as soon as is reasonably possible, and allowing additional time does not substantially increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

11. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
12. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

To Owner:    West Management, LLC  
Attn: Brett West  
3042 Sheridan Blvd  
Lincoln, NE 68502

13. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.
14. Exhibits.    The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Operating Statement
Exhibit "D":	Landscaping Plan
Exhibit "E":	Site Lighting Plan
Exhibit "F":	Elevation Renderings

### Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof

## THE CITY OF LA VISTA

By Douglas Kindig, Mayor

Attest:

---

Pamela A Buethe, CMC  
City Clerk

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Permit, and they acknowledged the execution thereof to be their voluntary act and deed.

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

**CONSENT AND AGREEMENT** The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by Owner to be performed or discharged.

Owner:

West Management, L.L.C., a  
limited liability company

By: \_\_\_\_\_, it's owner

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me a Notary Public, duly commissioned and qualified in and for said County, appeared \_\_\_\_\_ personally known by me to be an owner of West Management L.L.C., a limited liability company, and the identical person whose name is affixed to the foregoing Permit, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

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## Notary Public



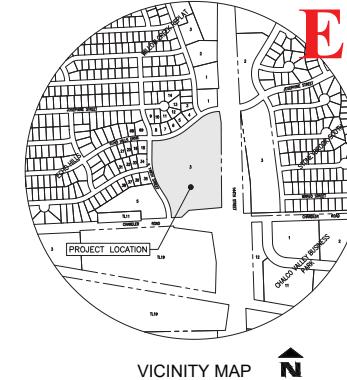
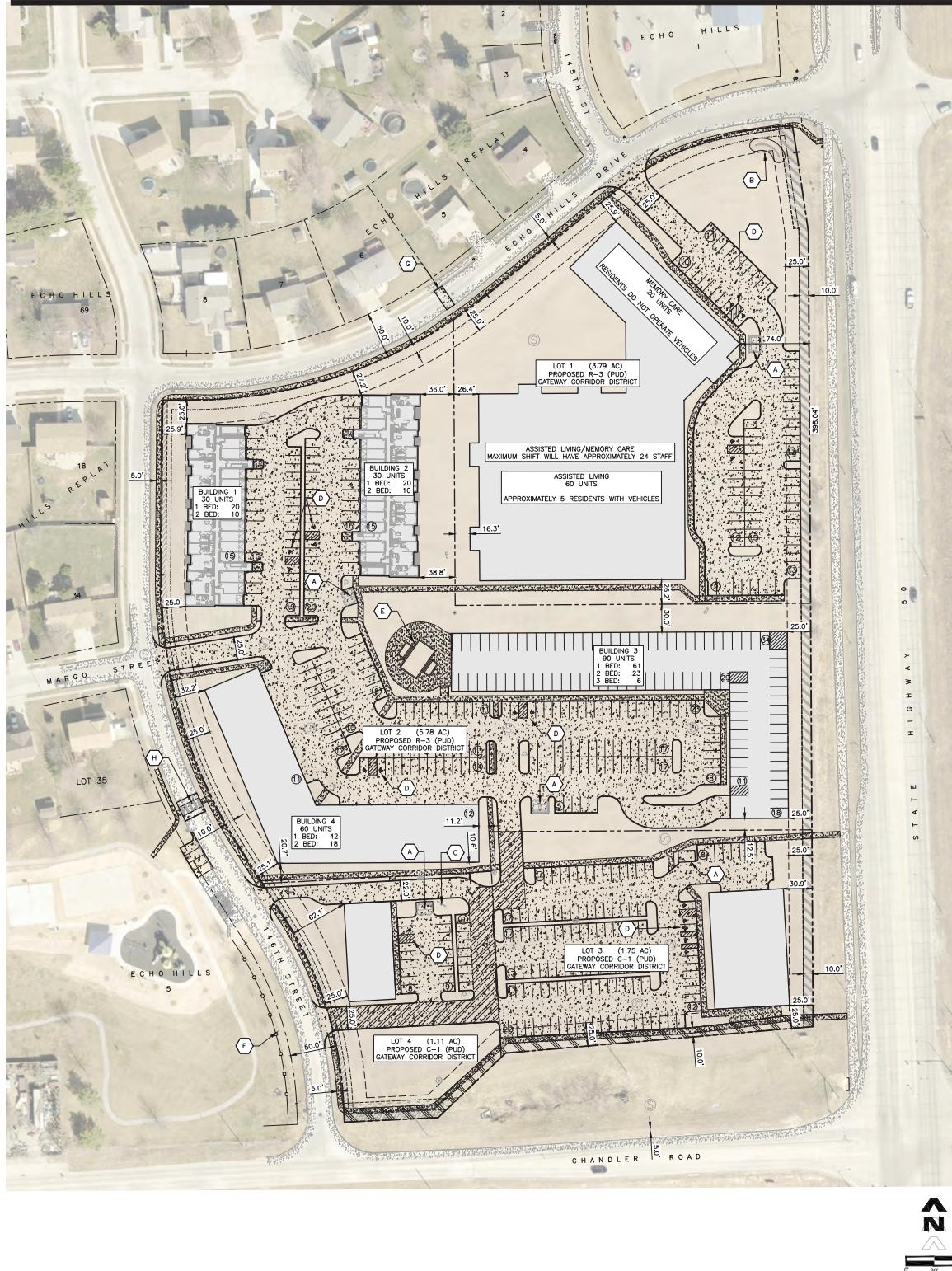
# Exhibit B

**TD2**  
engineering & surveying

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

Project Name

Echo Hills Replat 4  
Lots 1 - 4



## SITE KEY NOTES

- A. TRASH ENCLOSURE LOCATION
- B. MONUMENT SIGN LOCATION
- C. DRIVE THRU SIGN LOCATION
- D. PROPOSED ADA STALLS
- E. PROPOSED POOL LOCATION
- F. PROPOSED FENCE LOCATION
- G. PROPOSED SPEED HUMP
- H. PROPOSED SPEED TABLE & PEDESTRIAN CROSSING

## LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLAT OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

## LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- PROPOSED SANITARY SEWER MANHOLE
- PARCEL BOUNDARY
- PROPOSED LOT LINES
- BUILDING SETBACK
- LANDSCAPE SETBACK
- PROPOSED ACCESS EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON THE FINAL PLAT OF ECHO HILLS.
- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY IN THE FINAL PLAT DEED OF ECHO HILLS.
- EASEMENT AND RIGHT-OF-WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, RECORDED AS INSTRUMENT NO. 98-10443 OF THE SARPY COUNTY RECORDS.

## BUILDING HEIGHT

LOT NUMBER	BUILDING NUMBER/NAME	STORIES	HEIGHT
1	ASSISTED LIVING	2	39'
	MEMORY CARE	1	20'-24'
2	BUILDING 1	3	45' MAX
	BUILDING 2	3	45' MAX
	BUILDING 3	3	45' MAX
3	RETAIL	1	20'-24'
4	RETAIL	1	20'-24'

## SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	165,264 SF / 3.79 AC	61,216	37	122,432 SF	38,500	99,716	60 %	65,548	40 %
LOT 2	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	251,772 SF / 5.78 AC	81,500	32	237,900 SF	97,145	178,645	71 %	73,127	30 %
LOT 3	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	9,600 SF / 1.75 AC	9,600	13	9,600 SF	46,100	55,700	72 %	20,528	27 %
LOT 4	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	48,135 SF / 1.11 AC	5,240	10	5,240 SF	19,170	24,410	47 %	23,725	49 %

## PARKING SUMMARY

LOT NUMBER	PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1	60 ASSISTED CARE UNITS & 20 MEMORY CARE UNITS	80 + 24 EMPLOYEES **	83
2	210 UNITS	105 COVERED	145
	283 BEDROOMS	283	352
3	10,400 SF (INCLUDES OUTDOOR SEATING)	104 + EMPLOYEE	124
4	4,200 SF	21	26

\*\* APPROXIMATELY 5 ASSISTED LIVING RESIDENTS OPERATE VEHICLES & MEMORY CARE RESIDENTS DO NOT OPERATE VEHICLES

## PHASING INFORMATION

PHASE NUMBER	LOT NUMBER	PROPOSED USE
PHASE 1	LOT 3	COMMERCIAL
PHASE 2	LOT 1	ASSISTED LIVING
PHASE 3	LOT 2	MULTI-FAMILY
PHASE 4	LOT 4	COMMERCIAL

Drawn By: TDV Reviewed By: JAD  
Job No.: 2142-102 Date: 11.04.19

Sheet Title  
PUD Site Plan

Sheet Number

**C1.0**

# **Exhibit C**

## Operating Statement

### **Echo Hills Apartments**

The Echo Hills apartment complex will include 210 units spread over four, three-story buildings. The project will have two 30 plex buildings, one 60 plex building and one 90 plex building. The studio, one-bedroom, two- bedroom, and three-bedroom units will be rented at market rates. Amenities will include underground and attached parking garages, in ground pool and outdoor recreation area including firepits and seating areas, a lounge area and entertainment space and exercise facility for residents. The property will be managed by a professional third-party manager and will include an on-site leasing office, and dedicated leasing agent and 24 hour on-call maintenance staff. Construction will probably begin Winter of 2020 and the 30 plex buildings will probably open late 2021 with the balance of the buildings opening in 2022. We would anticipate an 18 month total construction period.

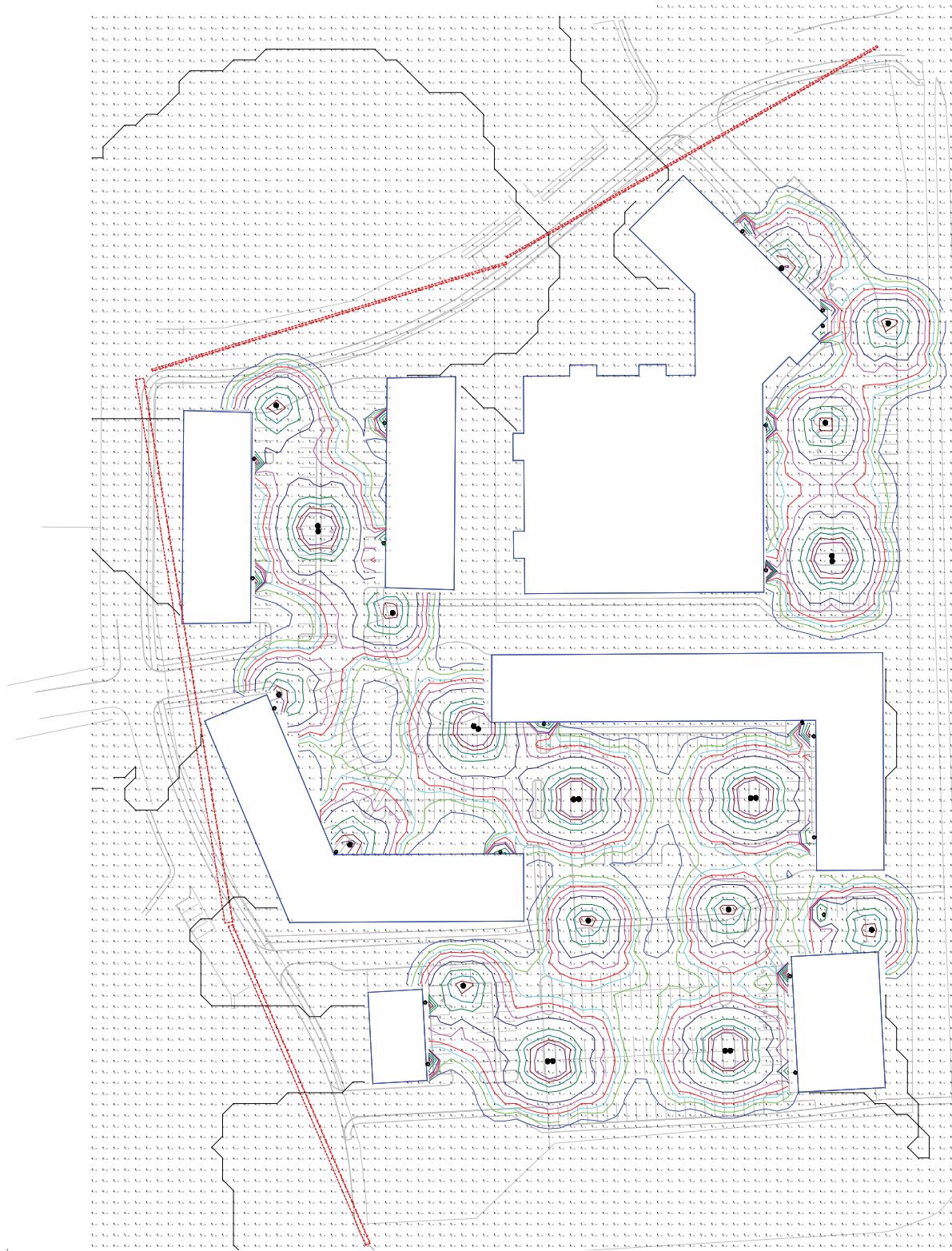
# Exhibit D

## West Management L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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ILLUMINANCE [FC]			
Label	Avg	Max	Min
NE VERT	0.00	0.0	0.0
NW VERT	0.01	0.1	0.0
Site	0.34	9.9	0.0
SW VERT	0.00	0.0	0.0
W VERT	0.00	0.0	0.0

ECHO HILLS  
SITE PHOTOMETRICS  
SCALE: 1" = 40'-0" ON 30X42

**Exhibit E**

## Exhibit F

A200

Project

INCLAIR hill  
architects  
Lincoln, NE 68508 T: 402/476 7331 F: 402/476  
E: 341

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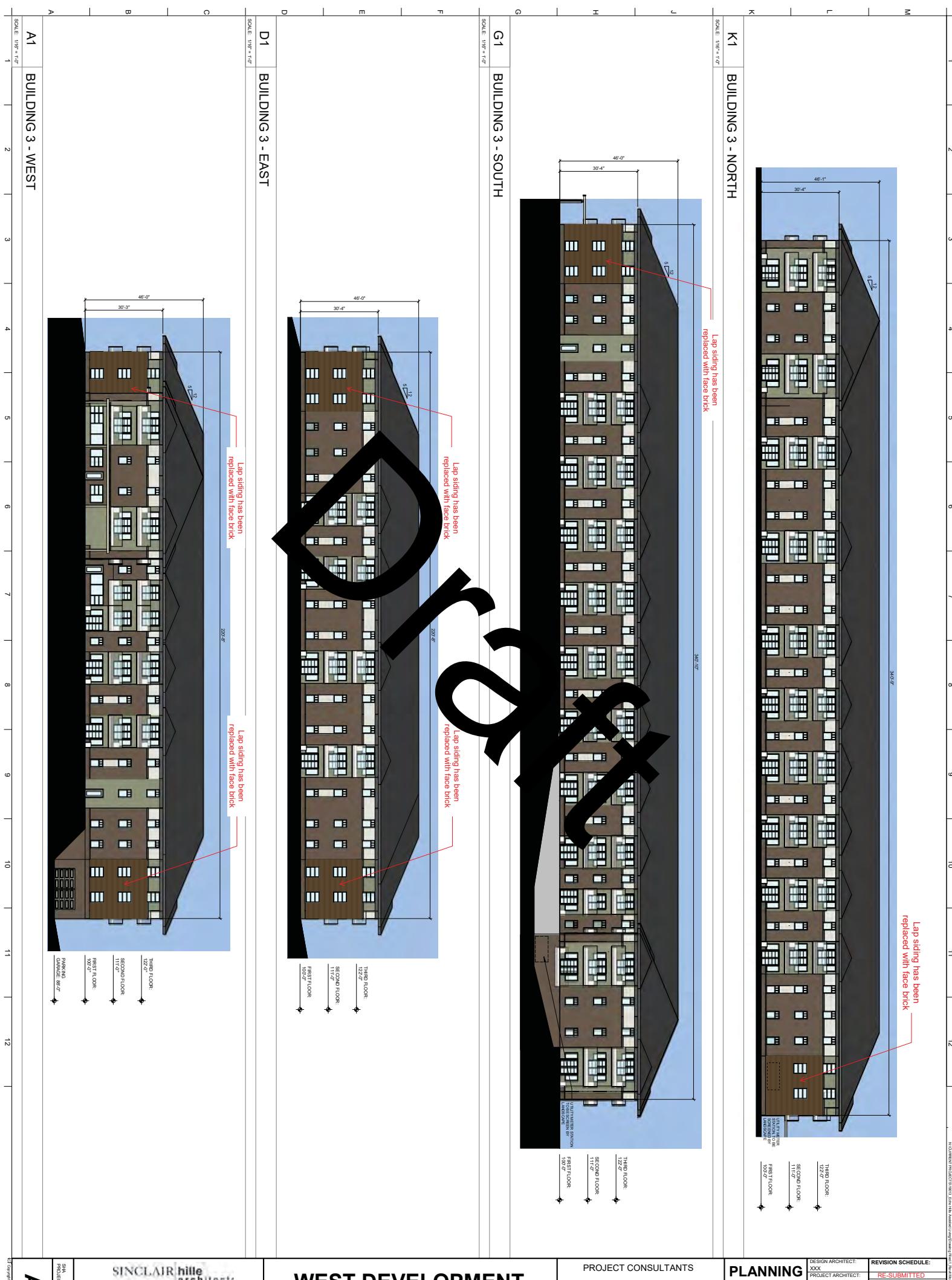
# WEST DEVELOPMENT

CHO HILLS APARTMENTS AND ASSISTED LIVING

**PLANNING  
REVIEW**  
NOT TO BE USED  
FOR CONSTRUCTION  
PROJECT CONSULTANTS

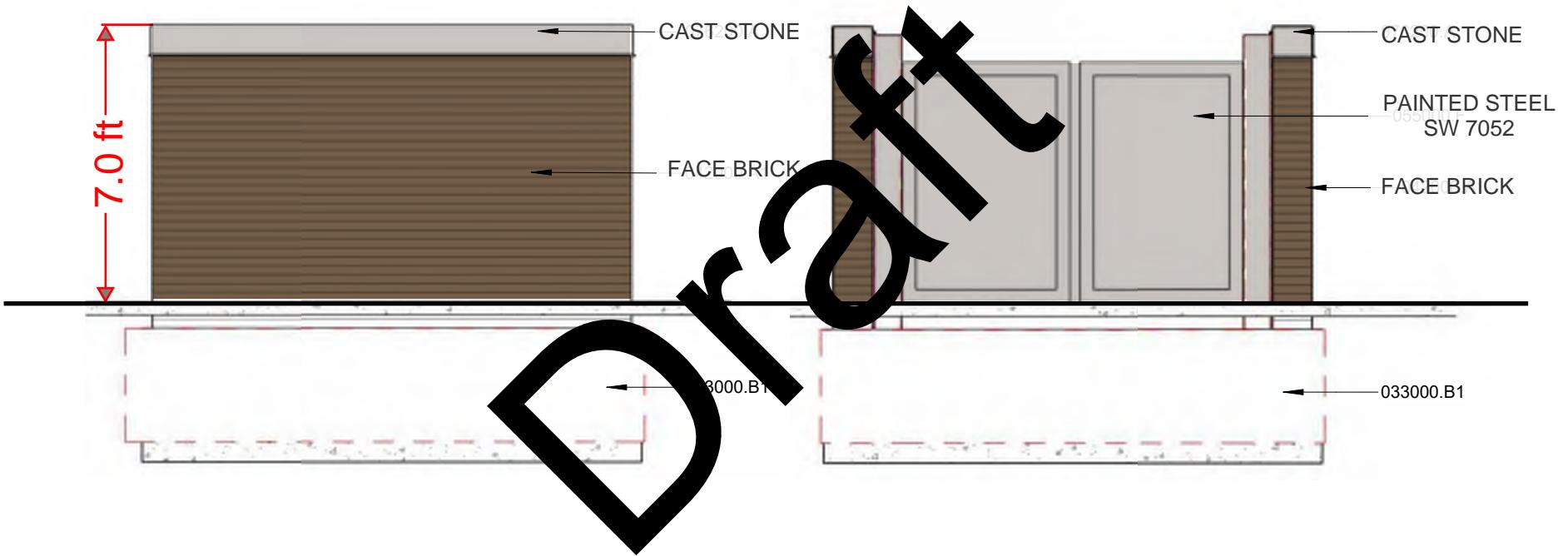
Revit Model 192013-02_Architectural_20	
RE-SUBMITTED	
04-08-2020	
PROJECT ARCHITECT:	XXX
OWNER:	XXX
APPROVED:	
ISSUED:	
EXPIRED:	01/01/20
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<b>SINCLAIR hillie architects</b> Lincoln, NE 68508 T-402 476 7331 F: 402 476 8341	<b>WEST DEVELOPMENT</b> ECHO HILLS APARTMENTS AND ASSISTED LIVING	PROJECT CONSULTANTS	<b>PLANNING REVIEW</b> NOT TO BE USED FOR CONSTRUCTION
FORM: Project No. Project Number	A202	DESIGN ARCHITECT: XXX PROJECT ARCHITECT: XXX DRAWN BY: Author ISSUED: 02/19/20 REVISION SCHEDULE: RE-SUBMITTED 04-08-2020	2/13/2020 11:45:25 AM





TRASH ENCLOSURE  
SUPPLEMENTAL INFORMATION

# ECHO HILLS REPLAT 4

## LOTS 1 THRU 4

SARPY COUNTY, NEBRASKA



VICINITY MAP

### NOTES

- EXISTING ZONING IS GENERAL COMMERCIAL (C1 -- GATEWAY CORRIDOR). PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR AND C-1 PUD GATEWAY CORRIDOR.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2 FT. INTERVALS.
- WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
- SEWER SHALL BE PROVIDED BY METROPOLITAN UTILITIES ENERGY DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- TRI-STATE UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

### PROPERTY OWNER

MATT DARUNG  
3525 PARK STREET  
OMAHA, NE 68131  
PHONE: 402-342-9164

### SUBDIVIDER

WEST MANAGEMENT LLC  
2000 Q STREET  
LINCOLN, NE 68501  
PHONE: 402-437-3685

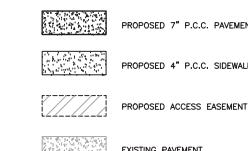
### ENGINEER

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

### LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLATTING OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

### LEGEND



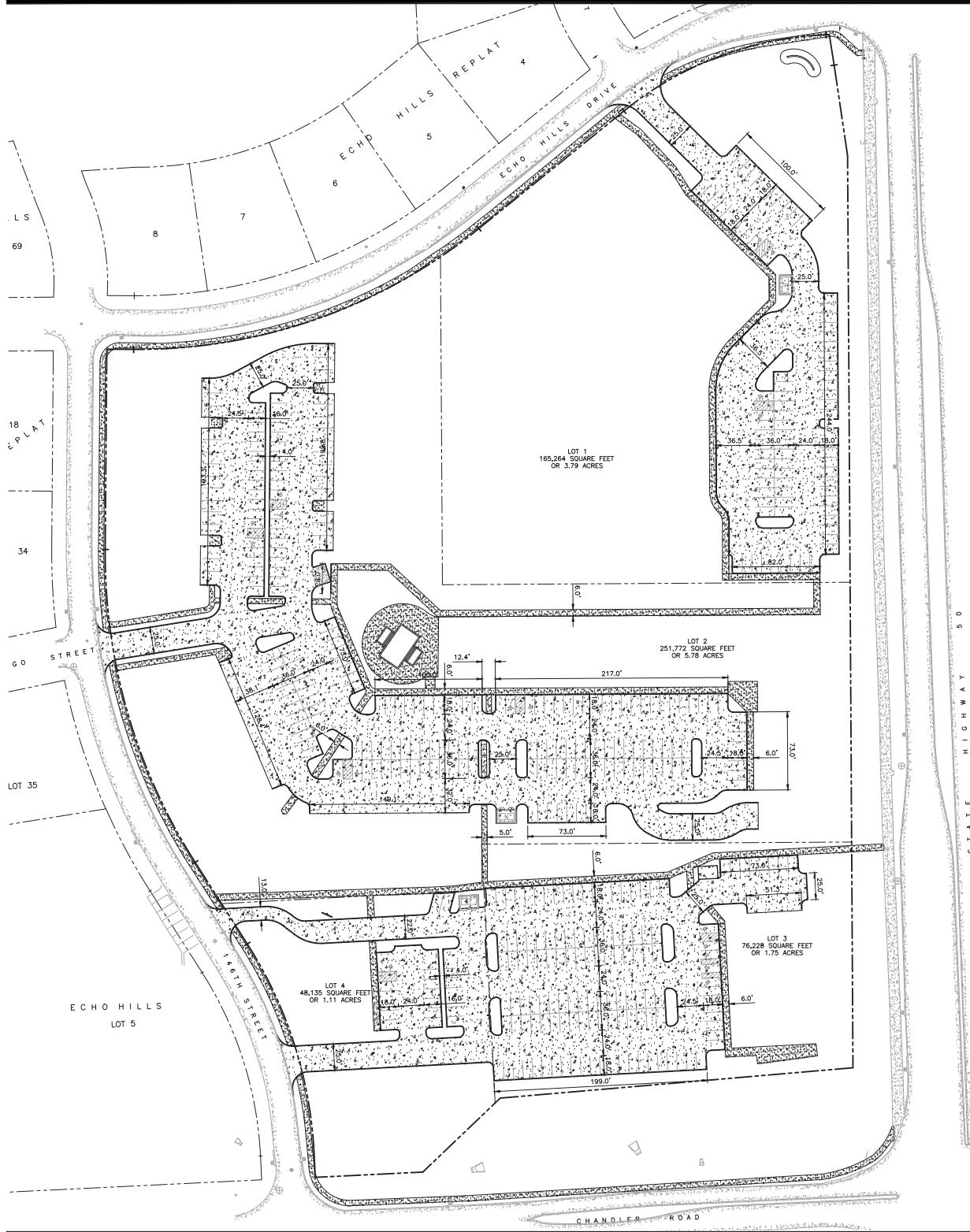
Drawn By: TDV Reviewed By: JAD  
Job No.: 2142-102 Date: 11-4-19

Sheet Title

Paving  
Improvements

Sheet Number

**Ex. D**



# Exhibit D

Client Name  
**West Management  
L.L.C.**

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
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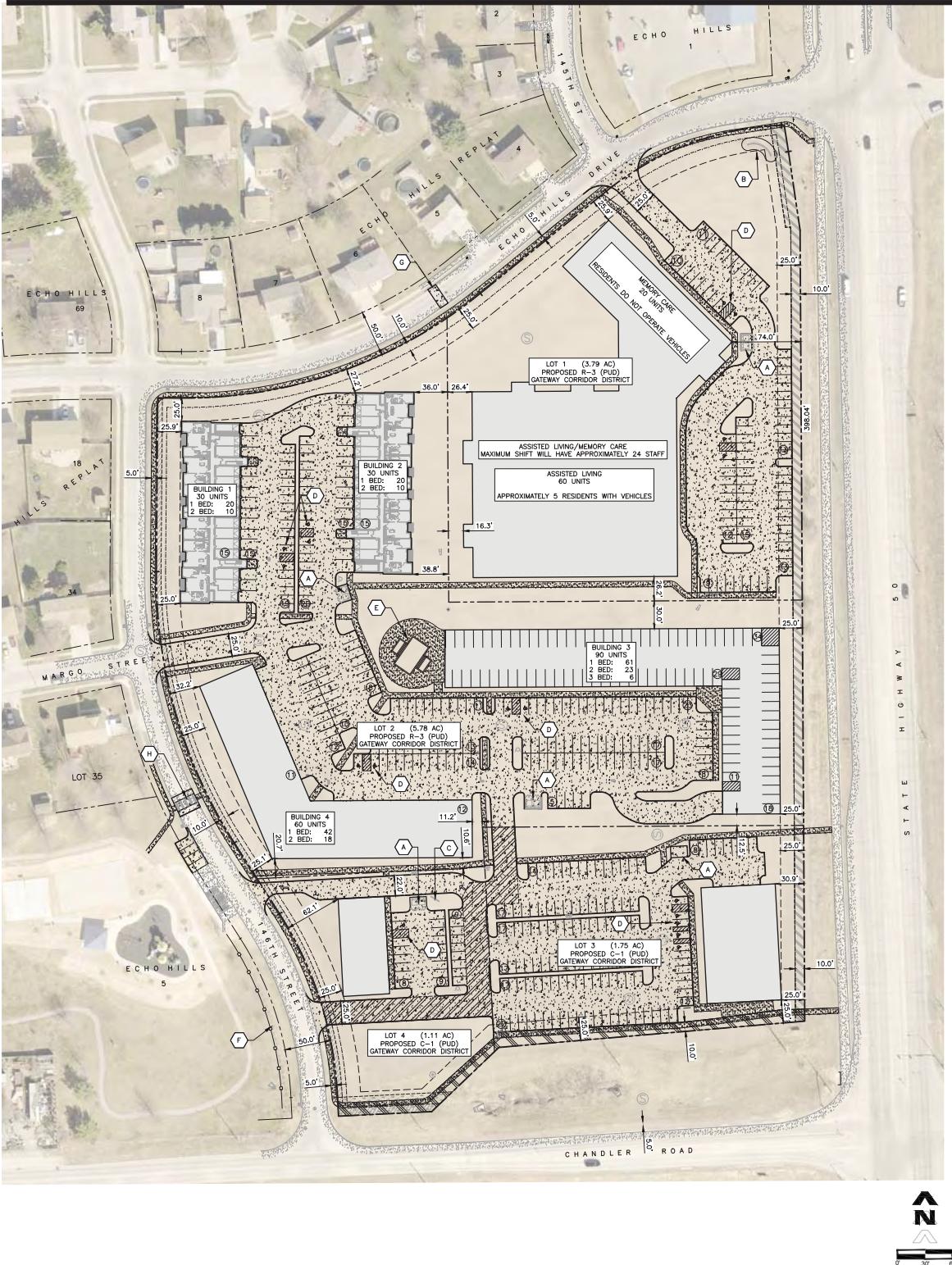
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Job No.: 2142-102 Date: 11.04.19

Sheet Title

## PUD Site Plan

Sheet Number

**C1.0**



### SITE KEY NOTES

- A. TRASH ENCLOSURE LOCATION
- B. MONUMENT SIGN LOCATION
- C. DRIVE THRU SIGN LOCATION
- D. PROPOSED ADA STALLS
- E. PROPOSED POOL LOCATION
- F. PROPOSED FENCE LOCATION
- G. PROPOSED SPEED HUMP
- H. PROPOSED SPEED TABLE & PEDESTRIAN CROSSING

### LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLAT OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

### LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- PROPOSED SANITARY SEWER MANHOLE
- PARCEL BOUNDARY
- PROPOSED LOT LINES
- BUILDING SETBACK
- LANDSCAPE SETBACK
- PROPOSED ACCESS EASEMENT
- PROPOSED SIDEWALK EASEMENT
- PERMANENT SANITARY SEWER EASEMENT AS SHOWN ON THE FINAL PLAT OF ECHO HILLS.
- UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT AND NORTHWESTERN BELL TELEPHONE COMPANY IN THE FINAL PLAT DEDICATION OF ECHO HILLS.
- EASEMENT AND RIGHT-OF-WAY GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, RECORDED AS INSTRUMENT NO. 98-10443 OF THE SARPY COUNTY RECORDS.

### BUILDING HEIGHT

LOT NUMBER	BUILDING NUMBER/NAME	STORIES	HEIGHT
1	ASSISTED LIVING	2	39'
	MEMORY CARE	1	20'-24'
2	BUILDING 1	3	45' MAX
	BUILDING 2	3	45' MAX
	BUILDING 3	3	45' MAX
3	RETAIL	1	20'-24'
4	RETAIL	1	20'-24'

### SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	165,264 SF / 3.79 AC	61,216	37	122,432 SF	38,500	99,716	60 %	65,548	40 %
LOT 2	R-3 (PUD) GATEWAY CORRIDOR DISTRICT	251,772 SF / 5.78 AC	81,500	32	237,900 SF	97,145	178,645	71 %	73,127	30 %
LOT 3	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	9,600 SF / 1.75 AC	9,600	13	9,600 SF	46,100	55,700	72 %	20,528	27 %
LOT 4	C-1 (PUD) GATEWAY CORRIDOR DISTRICT	48,135 SF / 1.11 AC	5,240	10	5,240 SF	19,170	24,410	47 %	23,725	49 %

### PARKING SUMMARY

LOT NUMBER	PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
1	60 ASSISTED CARE UNITS & 20 MEMORY CARE UNITS	80 + 24 EMPLOYEES**	83
2	210 UNITS	105 COVERED	145
	283 BEDROOMS	283	352
3	10,400 SF (INCLUDES OUTDOOR SEATING)	104 + EMPLOYEE	124
4	4,200 SF	21	26

\*\* APPROXIMATELY 5 ASSISTED LIVING RESIDENTS OPERATE VEHICLES & MEMORY CARE RESIDENTS DO NOT OPERATE VEHICLES

### PHASING INFORMATION

PHASE NUMBER	LOT NUMBER	PROPOSED USE
PHASE 1	LOT 3	COMMERCIAL
PHASE 2	LOT 1	ASSISTED LIVING
PHASE 3	LOT 2	MULTI-FAMILY
PHASE 4	LOT 4	COMMERCIAL

# Exhibit D

## West Management L.L.C.

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
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# ECHO HILLS REPLAT 4

## LOTS 1 THRU 4

SARPY COUNTY, NEBRASKA



## VICINITY MAP

# Exhibit F

Client Name  
West Management  
L.L.C.

Professional Seal

Revision Dates

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## Exhibit G

Client Name  
West Management  
LLC

Professional Seal

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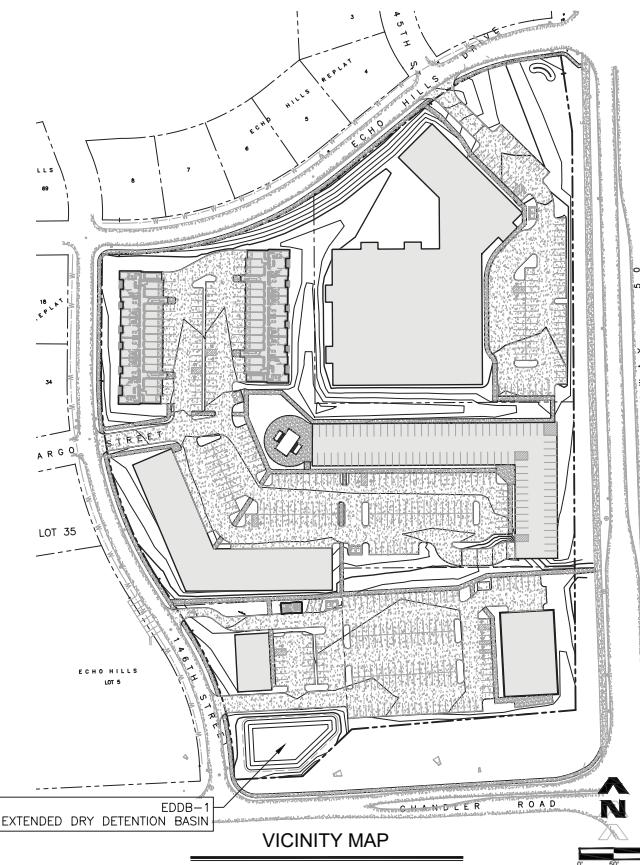
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Job No.: 2142-102 Date: 11-14-19

Sheet Title

## Post Construction Storm Water Management Plan

Sheet Number

**Ex. F**



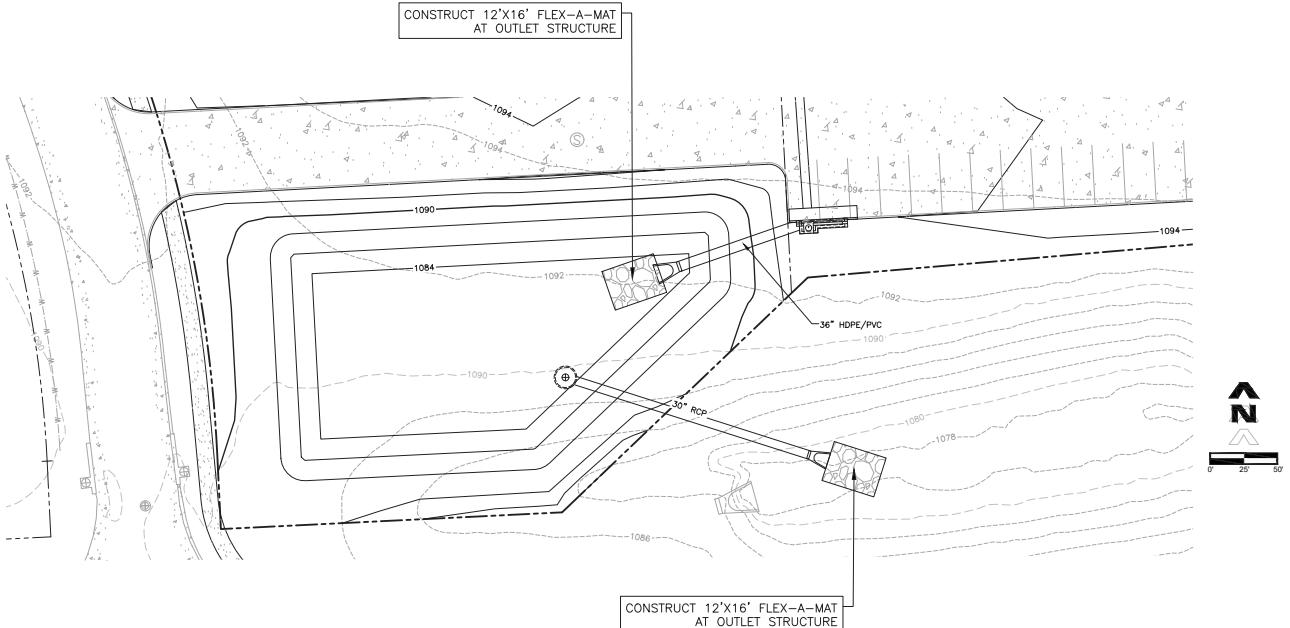
**PCSM CONSTRUCTION NOTES:**

1. CONTRACTOR MUST NOTIFY ENGINEER A MINIMUM OF 48 HOURS PRIOR TO STARTING CONSTRUCTION OF PCSMP ELEMENTS IN ORDER TO PROVIDE ENGINEER WITH OPPORTUNITY TO OBSERVE CONSTRUCTION. CONTRACTOR'S FAILURE TO PROVIDE PROPER NOTIFICATION FOR CONSTRUCTION WITH ENGINEER MAY RESULT IN DELAYS IN OBTAINING CITY-MANDATED PCSMP "CERTIFICATION", WHICH MAY IMPACT CONTRACTOR/OWNER'S ABILITY TO OBTAIN BUILDING CERTIFICATION OF OCCUPANCY.
2. PRIOR TO FINAL APPROVAL OF PCSMP AND OWNER ACCEPTANCE OF PROJECT, THE CONTRACTOR SHALL REMOVE ALL SILT, DEBRIS, AND/OR OTHER MATERIALS FROM ALL ON-SITE STORM SEWER INLETS, PIPE, AND PCSMP ELEMENTS. PHOTOGRAPHIC/VIDEO DOCUMENTATION OF THE CLEANED SYSTEM IS STRONGLY RECOMMENDED.

### POST CONSTRUCTION BMP'S

BMP IDENTIFIER	TYPE OF BMP	LONGITUDE/LATITUDE	CONTRIBUTING AREA
EDDB-1	EXTENDED DRY DETENTION BASIN	N41.183944° W96.140890°	10.46 AC

EXTENDED DRY DETENTION BASIN (EDDB-1)		
STORM EVENT	2 YEAR (CFS)	10 YEAR (CFS)
EXISTING	31.29	58.03
PROPOSED	28.74	41.87



### BMP SPECIFICATIONS

#### DETENTION BASIN SEED MIXTURE AND PLANTINGS

1. DRY AREA: AREAS ABOVE THE BASIN'S OVER-FLOW ELEVATION  
GRASSES: UNITED SEED "LOW GRASS MIX" (OR APPROVED EQUAL)  
RATE = 1 PLS LBS/2,700 SQ. FT.

WILDFLOWERS: UNITED SEED "NOT TOO TALL WILDFLOWER MIX" (OR APPROVED EQUAL)  
RATE = 1 PLS LBS/1,000 SQ. FT.

2. WET AREA: AREAS BELOW THE BASIN'S OVER-FLOW ELEVATION

GRASSES: FINE SEDGE (DEEP CELL PLUGS) - RATE = 1 PLUG/20 S.F.

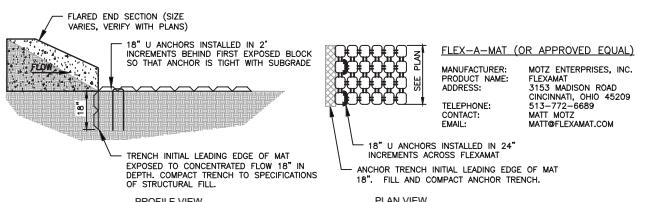
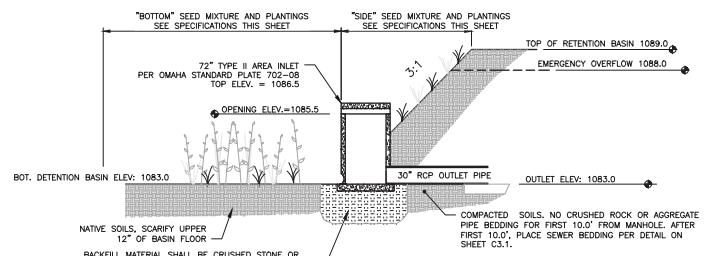
PLANS: OVAL SEDGE (DEEP CELL PLUGS) - RATE = 1 PLUG/20 S.F.

WILDFLOWERS: WILD BERGAMOT, SWAMP MILKWEED, BLACKEYED SUSAN, MARSH JOE PYE WEED/SEDUM RATE 0.5 LBS/1000 SQ. FT.

PLUGS SHALL BE PLACED THROUGHOUT BOTTOM OF BASIN TO PROVIDE UNIFORM DISTRIBUTION OF PLUGS. CONTRACTOR SHALL COORDINATE WITH OWNER/ARCHITECT/ENGINEER TO CONFIRM LOCATION PLUGS PRIOR TO PLACEMENT.

CONTRACTOR SHALL COORDINATE WITH LOCAL LANDSCAPE COMPANIES TO ENSURE THAT SUFFICIENT PLUGS ARE AVAILABLE AND/OR DEVELOPED FOR THE PROJECT.

THE CONTRACTOR SHALL SEED, BLANKET THE BASIN (\$150), AND BLANKET THE OVERFLOW CHANNEL (P300) PRIOR TO PLANTING.



#### FLEX-A-MAT CONSTRUCTION NOTES:

1. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THE MATS WITH NO SHARP OR ABRUPT BREAKS IN THE GRADE. SUBGRADE UNDER MAT SHALL BE COMPACTED TO REQUIRED DENSITY.
2. APPLY SEED DIRECTLY TO THE PREPARED SOIL PRIOR TO FLEXAMAT INSTALLATION. USE SEED PER PROJECT SPECIFICATIONS.
3. INSTALL FLEXAMAT ROLLS. FLEXAMAT FOR THIS PROJECT SHALL BE 10" WIDE.
4. THE FLEXAMAT ROLLS SHALL BE PLACED ON THE PREPARED SUBGRADE. THE FLEXAMAT ROLLS SHALL BE EMBEDDED 18" VERTICALLY INTO THE SUBGRADE TO SERVE AS AN ANCHOR TRENCH. THE TRENCH SHALL BE FILLED AND COMPACTED TO THE SPECIFICATIONS OF STRUCTURAL FILL. SEE SPECIFICATIONS.
5. INSTALL 18" U ANCHORS IN 24" INCREMENTS ACROSS THE FLEXAMAT SECTION. INSTALL ANCHORS DIRECTLY BEHIND FIRST, EXPOSED ROW OF BLOCKS. U ANCHORS CONSISTS OF #2 REBAR U ANCHORS WITH 18" LEGS.

TYPICAL FLEX-A-MAT DETAIL  
NOT TO SCALE

72" TYPE II AREA INLET SECTION  
NOT TO SCALE

# ECHO HILLS REPLAT 4

LOTS 1 THRU 4

SARPY COUNTY, NEBRASKA

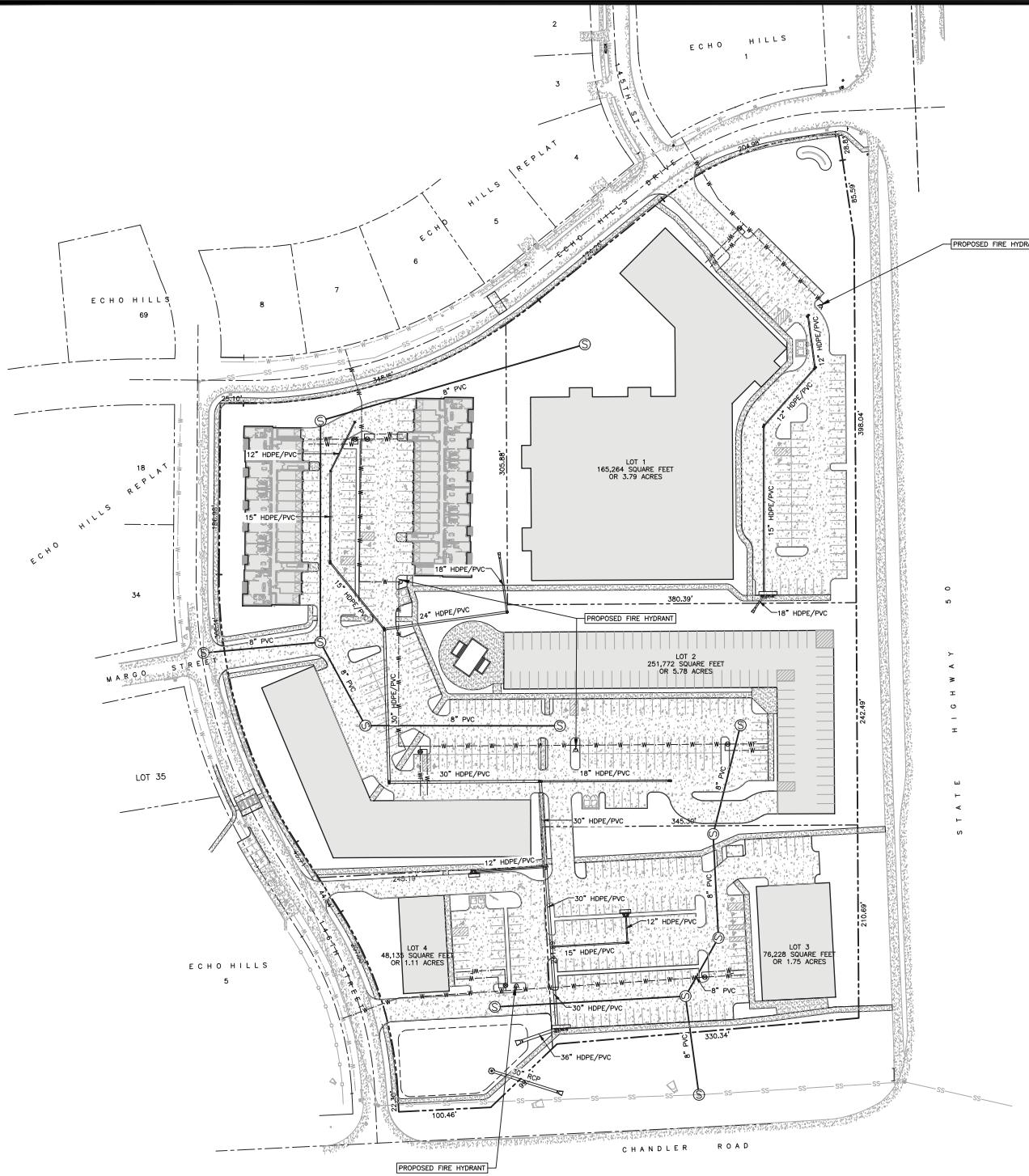
**TD2**  
engineering  
& surveying

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

Project Name

Echo Hills Replat 4  
Lots 1 - 4

## Exhibit H



VICINITY MAP



NOTES

- EXISTING ZONING IS GENERAL COMMERCIAL (C1 -- GATEWAY CORRIDOR). PROPOSED ZONING IS R-3 PUD GATEWAY CORRIDOR AND C-1 PUD GATEWAY CORRIDOR.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2 FT. INTERVALS.
- WATER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
- POWER SHALL BE PROVIDED BY OAK HILLS ENERGY DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- THE FINAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

PROPERTY OWNER

MATT DARUNG  
3555 PARK STREET  
OMAHA, NE 68131  
PHONE: 402-342-9164

SUBDIVIDER

WEST MANAGEMENT LLC  
2000 Q STREET  
LINCOLN, NE 68501  
PHONE: 402-437-3685

ENGINEER

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

LEGAL DESCRIPTION

ECHO HILLS REPLAT 4, LOTS 1-4, BEING A REPLATTING OF LOT 3, ECHO HILLS, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

UTILITY LEGEND

- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- PROPOSED FIRE HYDRANT
- PROPOSED PIV VALVE
- EXISTING FIRE HYDRANT



Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Updates Per City Comments	01-20-20
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# Exhibit I

ECHO HILLS LOT 1,2,3 &4  
SEWER CONNECTION AGREEMENT  
(Sanitary Sewer System)

THIS AGREEMENT, made and entered into in La Vista, Nebraska, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and Vandelay Investments, LLC (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewer services within Echo Hills Lot 1, 2, 3 & 4, a subdivision, shown on Exhibit "A" hereto; and

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

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

I

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

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

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

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

II

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

III

Owner expressly promises, warrants, covenants and agrees:

- A. That the sewer system of the Owner will be constructed and, as required, reconstructed in strict accordance with the plans and specifications and location approved in writing by the City and in

strict accordance with the minimum standards and requirements of construction adopted by City.

- B. That the sewer system of the owner shall be designed and constructed, and as required reconstructed, at the expense of Owner and the property therein and at no expense to the City.
- C. The sewer system of the Owner shall comply with all applicable Federal and State laws and regulations in general and with all applicable laws and regulations of the City, with reference to use, operation and maintenance of the system.
- D. The sewer system of the Owner shall at all times be properly maintained and kept in good operating order and repair at no cost to City. The Owner's obligation in this connection shall survive the term of this Agreement to the extent provided in Paragraph IV, infra.
- E. In the event that City's engineers find that there is anything in the construction, maintenance or operation of the sewer system of the Owner which will, in the opinion of City's engineers, be detrimental to the proper operation of the sewer system of City, or any part thereof, the Owner will, on notice thereof, promptly correct said defect.
- F. That in the event the Owner for any reason fails in any respect as to its covenants contained in this Paragraph III, then City may, at its option, perform such maintenance and repair or correct such defects and the Owner, upon written demand by City, shall promptly reimburse City for all work, services, materials and other expenses incurred or expended by City in connection therewith.
- G. At all times all sewage flowing into, passing through or from the sewer system of the Owner shall be in conformity with the ordinances, regulations and conditions applicable to sewage and sewers within the City, as they may change from time to time. In no event shall Owner, without prior written consent of City, permit or suffer any type of sewage to flow into, pass through or from the sewerage system of the Owner, in violation of such ordinances, regulations and conditions.
- H. In respect to any industrial use or connection to the sewer system of the Owner, the City may condition such approval upon such terms as it deems necessary to protect the sewer systems of the Owner and the City.

In furtherance of the foregoing, the Owner shall, whenever necessary, provide at their expense such preliminary treatment as may be necessary to meet the applicable ordinance, regulation or condition. Such preliminary treatment facilities shall be maintained continuously in satisfactory and effective operation at no expense to the City.

The Owner shall allow any duly authorized representative of City to enter upon such property at reasonable times for the purpose of inspection, observation, measurements, sampling and testing of sewage.

- I. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- J. That the Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- K. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the

Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.

- L. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- M. That, subject to the provisions of Paragraph V, infra, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, infra, hereinafter made and adopted by City or Sarpy County.
- N. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District.

#### IV

The herein granted easements and licenses to City and the herein contained covenants of perpetual maintenance and repair by the Owner shall be perpetual, notwithstanding the fact that this Agreement is for a term of 20 years.

#### V

Owner further expressly promises, warrants, covenants and agrees that no connection shall be made to the sewer system of the City until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City. Owner shall:

- A. Require the person, firm or entity to whose property the connection is being made to:
  - 1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City of La Vista in effect at the time of the connection;
  - 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City of La Vista in effect at the time of the connection.
- B. Enter into agreements as shall be necessary to:
  - 1. assure the said obtaining of a permit from City and payment of connection fees to City;
  - 2. require the disconnection of any connection made to the sewer system of the City which shall have been made without the proper permit from the City and payment of connection fees to City;
  - 3. assure that all connections to the sewer system of the City will be made in accordance with applicable ordinances, regulations and specifications.
- C. Upon the demand of City, the Owner shall pay to City the amount of any connection fee owing City for any connection to the sewer system of the Owner or of the City which shall not have been previously paid to the City by the person, firm or entity to whose property the connection shall have been made.
- D. Upon notice by City, the Owner shall immediately cause to be disconnected any connection to the sewer system which has been made without the required permit from the City or which is in contravention of the ordinances, regulations or specifications of the City of La Vista pertaining to sewer connections.

## VI

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

## VII

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

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
  1. Upon giving the Owner sixty (60) days notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
  2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, City shall have the absolute right, at its option, to itself perform the work necessary for the requested corrective measures, or to complete the corrective measures commenced by the Owner, as the case may be, in either of which events the owner agrees:
    - (a) Owner shall immediately reimburse City for any and all expense incurred by City in connection therewith.
    - (b) Owner shall indemnify and hold harmless City, its officers, employees and agents, from any expenses, costs, claim, action, cause of action, or demand arising out of City's taking or completing said corrective measures.
  3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

The term of this Agreement shall be twenty (20) years from and after date hereof; provided, however, that unless one of the parties hereto shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms and conditions as herein set forth for additional successive terms of twenty (20) years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional term, as the case may be, which said party giving such notice desires to be the final term of this Agreement. At the end of the final term of this agreement, whether same be at the end of the original term or at the end of a renewal term, Owner shall, at its own expense disconnect, reconstruct, remove or modify such sewer mains and sewer main connections as City shall deem necessary to prohibit the flow of Owner's sewage into the sewer system of City and to assure the City's continued use of the perpetual easements and licenses granted to it in this Agreement.

IX

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

X

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

Exhibit "A": Final Plat of Echo Hills Lot 1,2,3 & 4  
Exhibit "B": Illustration of Sewer system of the Owner

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and clause of this Agreement shall be deemed severable; provided, however, that, If in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

- A. Pay to City all sums due under the terms of this Agreement to City at the time of termination, including all connection fees and sewer use fees accrued as of said date.
- B. At Owner's own expense, disconnect, reconstruct, remove or modify such sewer mains and sewer main connections, as City shall deem necessary to prohibit the flow of the Owner's sewage into the sewer system of the City.

XII

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

XII

The provisions of this Agreement shall be binding upon the parties hereto and their successors.

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

ATTEST:

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

CITY CLERK

BY: MAYOR

Vandelay Investments, LLC

By:

Its: Manager

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

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ ) ss.  
                      )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020 before me, a  
Notary Public, duly commissioned and qualified in and for said County,  
appeared \_\_\_\_\_, of \_\_\_\_\_,  
personally known to me to be the \_\_\_\_\_ and the  
identical person whose name is affixed to the foregoing Subdivision Agreement, and  
acknowledged the execution therof to be his voluntary act and deed, and the voluntary act and  
deed of said Company.

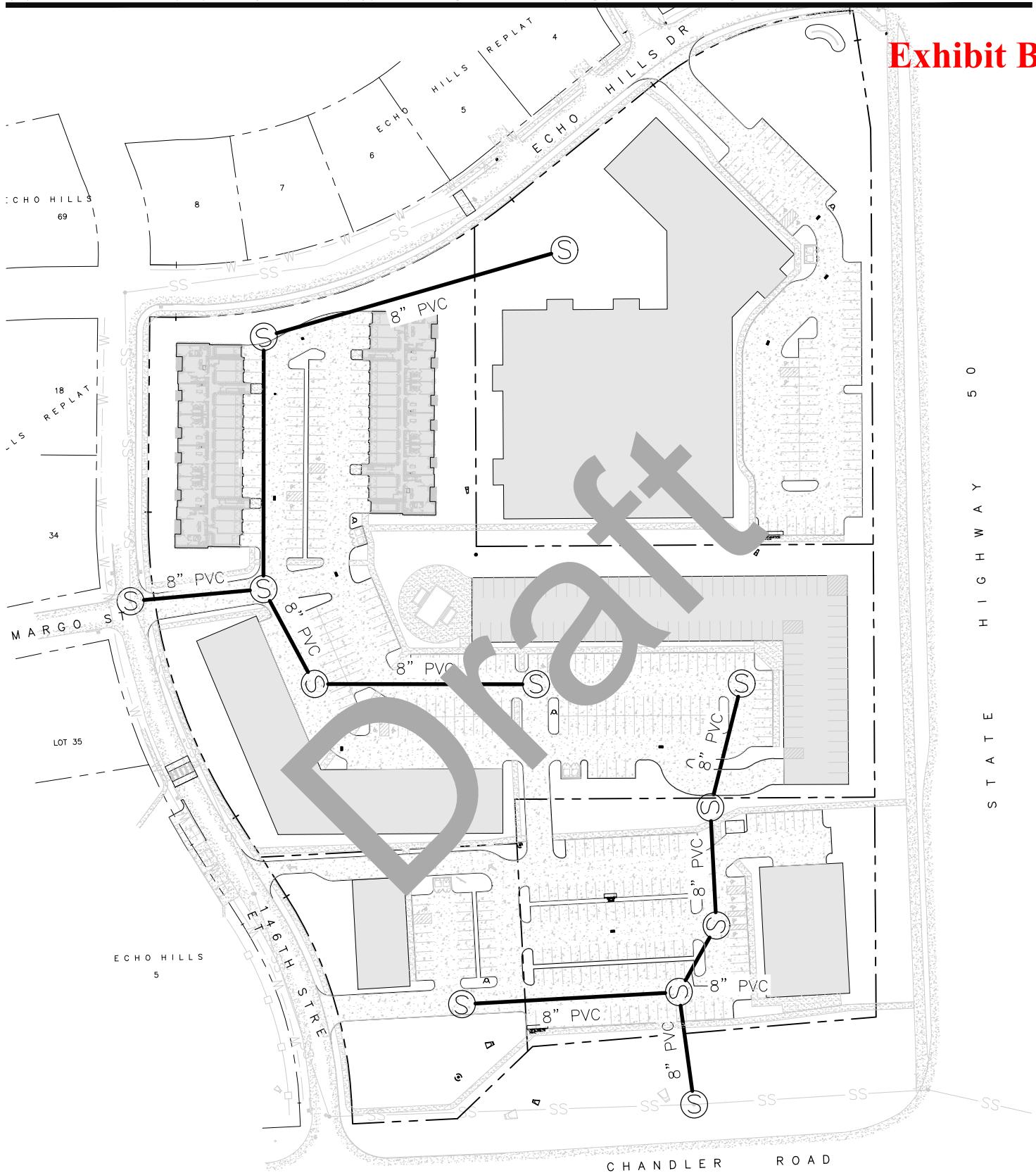
WITNESS my hand and Notarial Seal the day and year last above written.

---

Notary Public



## Exhibit B



# Exhibit J

## POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

(insert Permix project number above)

**WHEREAS**, Vandelay Investments LLC, (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at Echo Hills Lot 1,2,3 & 4 in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

**WHEREAS**, the Property Owner (whether one or more) is the owner of the property described on Exhibit "A" attached hereto (hereinafter referred to as "the Property"), and,

**WHEREAS**, the City of La Vista (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, tenants or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

**WHEREAS**, the Post Construction Stormwater Management Plan, (hereinafter referred to as "PCSMP"), shall be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

**NOW, THEREFORE**, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the Property Owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of La Vista or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of La Vista or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City. Records shall be maintained for a period of three years.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of La Vista or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, tenants or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Property Owner to provide, within 7 calendar days from the date of City's written directive, a written response addressing what actions will be taken

to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.
6. The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.
7. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
8. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
9. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of \_\_\_\_\_, 20\_\_\_\_.

**INDIVIDUAL, PARTNERSHIP and/or CORPORATION**

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

State

County

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public, in and for said County, personally came the above named: \_\_\_\_\_

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Notary Public

Notary Seal

**Exhibit "A"**  
**Insert Real Property Depiction**

**Draft**

(edit this as needed)

**Exhibit “B”**

**Insert BMP Maintenance Requirements**

**Name & Location**

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

Address: \_\_\_\_\_

PCWP Project Number: \_\_\_\_\_

PCSMP Project Number: \_\_\_\_\_

**Site Data**

Total Site Area: \_\_\_\_\_

Total Disturbed Area: \_\_\_\_\_

Total Undisturbed Area: \_\_\_\_\_

Impervious Area Before Construction: \_\_\_\_\_

Impervious Area After Construction: \_\_\_\_\_

**BMP Information**

BMP ID	TYPE OF BMP	Northing/Easting

**Routine Maintenance and Tasks Schedule**

**Dry Detention Basin/Pond Maintenance Tasks and Schedules**

Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Basin inspection and cleanout	Annually – remove sediment when 25% of storage volume has been lost below elevation 1,120.75'
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed

Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.