

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 5, 2023 AGENDA

Subject:	Type:	Submitted By:
REPLAT & SUBDIVISION AGREEMENT – MAYFAIR 2 ND ADDITION REPLAT EIGHT	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Resolutions have been prepared for Council to consider an application by HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services) for a Replat and Subdivision Agreement for Lot 2 Mayfair 2nd Addition Replat Three, and Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight. The purpose of the applicant's requests is to allow for the construction of a mixed residential development (multiple-family dwellings) with 264 units.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Resolutions have been prepared to approve of a Replat and Subdivision Agreement for Lot 2 Mayfair 2nd Addition Replat Three and Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven, to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight.

The applicant is requesting to construct a mixed residential development (multiple family dwellings) on the subject property. The subdivision agreement for the development includes language detailing public and private commitments in regard to the installation and payment for additional public infrastructure as deemed necessary by the City Engineer.

A detailed staff report is attached.

The Planning Commission held a public hearing on June 15, 2023, and voted 5-0 to recommend approval of the final plat and subdivision agreement subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of a PUD Site Plan and Ordinance, and the Conditional Use Permit.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 MAYFAIR 2ND ADDITION REPLAT THREE, TOGETHER WITH LOTS 1, 2, AND 3 MAYFAIR 2ND ADDITION REPLAT SEVEN TO BE REPLATTED AS LOT 1 MAYFAIR 2ND ADDITION REPLAT EIGHT, A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described property applied for approval of a replat for Lot 2 Mayfair 2nd Addition Replat Three, together with Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven, to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on June 15, 2023, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 2 Mayfair 2nd Addition Replat Three, together with Lots 1, 2, and 3 Mayfair 2nd Addition Replat Seven, to be replatted as Lot 1 Mayfair 2nd Addition Replat Eight, a subdivision located in the southeast quarter of the southeast quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of the intersection of S 99th Street and Hillcrest Plaza, be, and hereby is, approved, subject to adoption and execution of the corresponding Subdivision Agreement presented at this Council meeting.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR MAYFAIR 2ND ADDITION REPLAT EIGHT.

WHEREAS, the City Council did on July 5, 2023, approve of Mayfair 2nd Addition Replat Eight subject to certain conditions; and

WHEREAS, the Subdivider, HRC Sagebrook Multifamily, LLC (d.b.a. Hubbell Development Services), as owner(s) of the affected lots agreed to execute the Subdivision Agreement satisfactory in form and content to the City;

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute the same on behalf of the City, subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 5TH DAY OF JULY 2023.

CITY OF LA VISTA

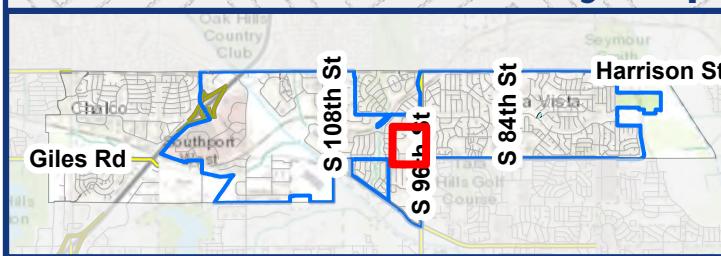
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk



Vicinity Map - Hubbell Development Applications



Legend

- Property Lines
- Development Boundary





April 14, 2023

TD2
Trevor Veskrna
10836 Old Mill Road
Omaha, NE 68154

RE: Mayfair Apartments – PUD, CUP & Replat Applications – Initial Review Letter
Lots 1-3 Mayfair 2nd Addition Replat Seven & Lot 2 Mayfair 2nd Addition Replat Three

Mr. Veskrna,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. Subdivision Regulations Section 3.03.03 – Please include a phasing plan on the preliminary plat if the development is anticipated to be developed in phases.
2. Subdivision Regulations Section 3.03.09 – Please provide the approximate lot dimensions and square footage on the Preliminary Plat.
3. Subdivision Regulations Section 3.03.09 – Please indicate location, elevation, and size of public utilities on the Preliminary Plat.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 P
402.331.4375 F

Community Development
8116 Park View Blvd.
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Library
9110 Giles Rd.
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402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

4. Subdivision Regulations Section 3.03.16 – Please submit a copy of an erosion control plan for the site.
5. Subdivision Regulations Section 3.05.11 – On the Final Plat, the second Acknowledgment of Notary should be “Lazlo’s La Vista Property Holdings, LLC” per recorded Warranty Deed.
6. Subdivision Regulations Section 3.05.14 – On the Final Plat, please use the City of La Vista Approval Block as described in Section 10.04 of the Subdivision Regulations.
7. Subdivision Regulations Section 3.05.16 – On the Final Plat, please include a block for the Sarpy County Register of Deeds.
8. Subdivision Regulations Section 3.05.17 – On the Final Plat, please include a block for review by Sarpy County Public Works.
9. Subdivision Regulations Section 3.05.18 – If there will be a lender or lien holder for any of the properties included in the proposed development, please include a block for the approval of the lending institution on the Final Plat.
10. Subdivision Regulations Section 3.05.20 – Please provide copies of any restrictions or covenants affecting the subdivisions, or any parts thereof, if applicable.
11. Subdivision Regulations Section 3.05.24 – Please provide financial data showing the costs of all public improvements.
12. Subdivision Regulations Section 3.05.25 – A Subdivision Agreement will be necessary based upon the sewer connection provision, and/or public improvements that may be required based upon further technical reviews of the Traffic Impact Study and other application materials.
13. Subdivision Regulations Section 3.08.03.2 - The side lot line easement between each property will need to be released with any telecom and/or utility provider that may be within the easement. Easements will need to be released prior to recording of the Replat.

14. Zoning Ordinance Section 15.04.03 – Financial assurances will be required through the Subdivision Agreement for the value of the required public improvements, which will include sidewalks and other improvements that may arise from further technical review of the proposed development.
15. General Comment: The Sarpy County Surveyor provided the City with a letter on March 27, 2023 explaining that several comments/questions they had were discussed with your survey team and that they would be addressed in an updated version of the Final Plat. Please provide this updated plat for further review by the City and Sarpy County Surveyor.

Planned Unit Development & Conditional Use Permit Applications

16. Zoning Ordinance Section 5.15.04.01 – Please submit an anticipated schedule of construction.
17. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – Please submit a Traffic Impact Study (TIS), inclusive of peaking factors, for the proposed development.
18. Zoning Ordinance Section 5.15.04.05 - Please confirm that the proposed usage will not exceed the capacity of the existing public sanitary sewer.
19. Zoning Ordinance Section 5.15.04.07 and 5.15.04.22 – Please provide a photometric plan to the City for review to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Please ensure that the boundaries/calculations of the photometric study extend thirty feet beyond your property line(s). When preparing the photometric plan, please note that there is a specific site lighting fixture approved for the Gateway Corridor, with details on this fixture included in the Gateway Corridor District Design Guidelines.
20. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – Proper pedestrian access shall be provided between each building within the planned unit development. Sidewalks will be required along each side of the road(s) throughout the development, not just on one side. This sidewalk access should be continued to the north access point near Brentwood Drive as well.

21. Zoning Ordinance Section 5.15.04.08 – Please review the parking statistics table on the PUD site plan and correct as necessary. The multi-family garage requirement (0.5 garage stalls per unit) will be applied to the entire site (as a multi-family development), not just the apartment buildings. The garage stalls included in the Lazio and Della units would count toward this requirement.
22. Zoning Ordinance Section 5.15.04.09 – The landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. This exhibit has been enclosed, along with the referencing page of the subdivision agreement. The full agreement is available upon request.
23. Zoning Ordinance Section 5.15.04.13 – Please provide provisions for ownership and maintenance of the common open spaces to ensure timely maintenance of said spaces.
24. Zoning Ordinance Section 5.15.04.17 – The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please include a table on the PUD Site Plan that depicts the allowed setbacks of the R-3 Zoning District and include a note stating width of the reduced setback along Hillcrest Plaza.
25. Zoning Ordinance Section 5.15.04.19 - Please confirm that the Cobalt building type units (3 buildings) on the southeast corner of the property have the front doors and front building facades facing Hillcrest Plaza, and that the rear of the buildings are internal to the site.
26. Zoning Ordinance Section 5.15.05.02.4 – Please confirm that perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations. The requirements of Section 4.20 include, but are not limited to: the pavement width be a minimum of 5 feet, pavement thickness shall be a minimum 4 inches, there shall be a minimum distance of 6 feet between edge of the sidewalk walk and curb, and that all sidewalks and crossings must be compliant with the standards of the Americans with Disabilities Act.

27. Zoning Ordinance Section 5.15.05.03.2 – On the PUD site plan, please provide the density calculation in dwelling units per acre for the entire development (including every unit type).
28. Zoning Ordinance Section 5.15.05.03.4 – On the PUD site plan, please provide the percentage of the development plan that is provided for common open space, as defined by this regulation.
29. Zoning Ordinance Section 5.15.05.04 and 6.05.02 – To accompany the PCSMP sheets that were submitted with the Preliminary Plat, please submit a full Post Construction Stormwater Management Plan inclusive of a drainage study report with calculations.
30. Zoning Ordinance Section 5.15.05.04 – Please provide adequate sanitary sewer information (drawings/statement) for the disposition of said utility.
31. Zoning Ordinance Section 5.15.05.08 – Please describe the provisions that will be made for the care and maintenance of the recreational facilities proposed.
32. Zoning Ordinance Section 5.15.05.09 – Please submit any restrictive covenants that are to be recorded with the property, if applicable.
33. General comment - Confirm that the row of Cobalt building types are clear of the existing Storm Sewer Easement generally running northeast of the bend of Hillcrest Plaza/100 year Storm Sewer Easement in the southeast portion of the lot as shown on the Final Plat.
34. General comment - Confirm the apartment building type on the south side of the lot is clear of the existing Sanitary Sewer Easement as shown on the Final Plat.
35. General comment – Please include the intended operating hours for the leasing office and clubhouse in the operating statement for the Conditional Use Permit application.

General Development Comments

36. The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the landscaping plan. The landscaping plan is currently under review and additional comments may be forthcoming.
37. A letter sent to Hubbell Development Services from Cedarhurst Senior Living dated March 29, 2023 was forwarded to the City, and included several requests/proposed changes to the development site plan. Please confirm that you received this letter, and please let us know how you intend to respond to this letter.

Additionally, please provide confirmation of conversations with ownership representation of the intent to utilize the access easement at the north end of their property as well as the intention to connect to (and reroute) the sidewalk connection on the south side of their property.
38. A draft of the Conditional Use Permit will be provided upon review of the revised documents.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter. 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,



Christopher Solberg, AICP

Deputy Community Development Director

City of La Vista

csolberg@cityoflavista.org

(402) 593-6400

cc:

Josh Vickery, Hubbell Development Services

Doug Kellner, TD2

Bruce Fountain, Community Development Director – City of La Vista

Cale Brodersen, Associate City Planner – City of La Vista

Pat Dowse, City Engineer – City of La Vista

May 9, 2023

City of La Vista
Chris Solberg, Deputy Community Development Director
8816 Park View Blvd.
La Vista, NE 68128

RE: Mayfair Apartments – PUD, CUP, and Replat Applications – Initial Review Letter
Lots 1 – 3, Mayfair 2nd Addition Replat Seven & Lot 2, Mayfair 2nd Addition Replat Three

Mr. Solberg,

Below are responses to the comments on the Mayfair Apartments – PUD, CUP, and Replat Initial Review Letter dated April 14, 2023. The city comments are listed below followed by our responses in bold. Additionally, the developer has requested to rename the plat from Mayfair 2nd Addition, Lot 1, to Sagebrook, Lot 1.

1. Subdivision Regulations Section 3.03.03 - Please include a phasing plan on the preliminary plat if the development is anticipated to be developed in phases.
A proposed phasing plan has been included with this submittal as Exhibit 2.
2. Subdivision Regulations Section 3.03.09 - Please provide the approximate lot dimensions and square footage on the Preliminary Plat.
Lot dimensions and square footage have been added to the Preliminary Plat.
3. Subdivision Regulations Section 3.03.09 - Please indicate location, elevation, and size of public utilities on the Preliminary Plat.
Public utilities have been added to the Preliminary Plat. Per information obtained from TD2's survey, all public utilities are adequately sized to support the proposed project.
4. Subdivision Regulations Section 3.03.16 - Please submit a copy of an erosion control plan for the site.
The erosion control plan is included in the Preliminary Plat as Exhibit B.
5. Subdivision Regulations Section 3.05.1.1 - On the Final Plat, the second Acknowledgment of Notary should be "Lazlo's La Vista Property Holdings, LLC" per recorded Warranty Deed.
Updated.
6. Subdivision Regulations Section 3.05.14 - On the Final Plat, please use the City of La Vista Approval Block as described in Section 10.04 of the Subdivision Regulations.
Added.

7. Subdivision Regulations Section 3.05.1.6 - On the Final Plat, please include a block for the Sarpy County Register of Deeds.
Updated.
8. Subdivision Regulations Section 3.05.17 - On the Final Plat, please include a block for review by Sarpy County Public Works.
Added.
9. Subdivision Regulations Section 3.05.18 - If there will be a lender or lien holder for any of the properties included in the proposed development, please include a block for the approval of the lending institution on the Final Plat.
Lender and lien holder information will be added to the Final Plat prior to being recorded if applicable.
10. Subdivision Regulations Section 3.05.20 - Please provide copies of any restrictions or covenants affecting the subdivisions, or any parts thereof, if applicable.
A draft Subdivision Agreement is currently in progress and will be submitted to the city for review as soon as it is available.
11. Subdivision Regulations Section 3.05.24 - Please provide financial data showing the costs of all public improvements.
Financial data for public improvements will be included with the Subdivision Agreement.
12. Subdivision Regulations Section 3.05.25 - A Subdivision Agreement will be necessary based upon the sewer connection provision, and/or public improvements that may be required based upon further technical reviews of the Traffic Impact Study and other application materials.
Acknowledged. A draft Subdivision Agreement is currently in progress.
13. Subdivision Regulations Section 3.08.03.2 - The side lot line easement between each property will need to be released with any telecom and/or utility provider that may be within the easement. Easements will need to be released prior to recording of the replat.
Acknowledged. We are currently in the process of releasing easements.
14. Section 15.04.03 - Financial assurances will be required through the Subdivision Agreement for the value of the required public improvements, which will include sidewalks and other improvements that may arise from further technical review of the proposed development.
Acknowledged. A draft Subdivision Agreement is currently in progress.

15. General Comment: The Sarpy County Surveyor provided the city with a letter on March 27, 2023, explaining that several comments/questions they had were discussed with your survey team and that they would be addressed in an updated version of the Final Plat. Please provide this updated plat for further review by the city and Sarpy County Surveyor.

Acknowledged.

16. Zoning Ordinance Section 5.1 5.04.01 - Please submit an anticipated schedule of construction.

A preliminary construction schedule has been included with this submittal as Exhibit 3.

17. Zoning Ordinance Sections 5.1 5.04.04, 6.05.04, 6.05.05, and 6.05.10 - Please submit a Traffic Impact Study (TIS), inclusive of peaking factors, for the proposed development.

A traffic study has been completed and the draft report has been submitted to the city for review.

18. Zoning Ordinance Section 5.1 5.04.05 - Please confirm that the proposed usage will not exceed the capacity of the existing public sanitary sewer.

The existing sanitary sewer has capacity to accommodate the proposed project. A Sanitary Sewer Capacity Exhibit, "Ex.1", has been included with this submittal.

19. Zoning Ordinance Section 5.1 5.04.07 and 5.15.04.22 - Please provide a photometric plan to the City for review to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Please ensure that the boundaries/calculations of the photometric study extend thirty feet beyond your property line(s). When preparing the photometric plan, please note that there is a specific site lighting fixture approved for the Gateway Corridor, with details on this fixture included in the Gateway Corridor District Design Guidelines.

Acknowledged. A photometric light plan is currently being prepared and will be submitted to the city for review as soon as it is available.

20. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 - Proper pedestrian access shall be provided between each building within the planned unit development. Sidewalks will be required along each side of the road(s) throughout the development, not just on one side. This sidewalk access should be continued to the north access point near Brentwood Drive as well.

Additional sidewalks have been added on both sides of the street to provide each unit with sidewalk access. The sidewalk has been extended to the access point with Lot 2, Mayfair 2nd Addition Replat 5.

21. Zoning Ordinance Section 5.1 5.04.08 - Please review the parking statistics table on the PUD site plan and correct as necessary. The multi-family garage requirement (0.5 garage stalls per unit) will be applied to the entire site (as a multi-family development), not just the apartment buildings. The garage stalls included in the Lazio and Della units would count toward this requirement.
The garage count has been updated in the Parking Statistics table to reflect this.

22. Zoning Ordinance Section 5.15.04.09 - The landscape screening along the north and west edges of the property needs to meet or exceed that of Exhibit "B" of the subdivision agreement for Mayfair 2nd Addition Replat Seven. This exhibit has been enclosed, along with the referencing page of the subdivision agreement. The full agreement is available upon request.
The landscaping along the north and west property lines has been updated to match Exhibit B of the subdivision agreement for Mayfair 2nd Addition Replat Seven.

23. Zoning Ordinance Section 5.15.04.13 - Please provide provisions for ownership and maintenance of the common open spaces to ensure timely maintenance of said spaces.
Ownership and maintenance will be included in the Subdivision Agreement.

24. Zoning Ordinance Section 5.15.04.17 - The standard of measurement of setbacks along easement roads in the La Vista Zoning Jurisdiction is to measure from the back edge of the curb of the paved roadway. Please include a table on the PUD Site Plan that depicts the allowed setbacks of the R-3 Zoning District and include a note stating width of the reduced setback along Hillcrest Plaza.
A setback requirement table has been added to the PUD Site Plan. The required front yard setback in R-3 for multi-family use types is 30 feet. The proposed front yard setback is 15 feet from the back of curb along Hillcrest Plaza and 30 feet from the property line along 99th Street.

25. Zoning Ordinance Section 5.15.04.19 - Please confirm that the Cobalt building type units (3 buildings) on the southeast corner of the property have the front doors and front building facades facing Hillcrest Plaza, and that the rear of the buildings are internal to the site.
Cobalt unit front doors face Hillcrest Plaza.

26. Zoning Ordinance Section 5.15.05.02.4 - Please confirm that perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations. The requirements of Section 4.20 include but are not limited to: the pavement width be a minimum of 5 feet, pavement thickness shall be a minimum 4 inches, there shall be a minimum distance of 6 feet between edge of the sidewalk walk and curb, and that all sidewalks and crossings must be compliant with the standards of the Americans with Disabilities Act.
Perimeter sidewalk locations and dimensions are compliant with Section 4.20 of the Subdivision Regulations.

27. Section 5.15.05.03.2 - On the PUD site plan, please provide the density calculation in dwelling units per acre for the entire development (including every unit type).
The density calculation has been added to the building statistics table on the PUD Site Plan.
28. Zoning Ordinance Section 5.15.05.03.4 - On the PUD site plan, please provide the percentage of the development plan that is provided for common open space, as defined by this regulation.
Open space percentage is shown in the site statistics table on the PUD Site Plan.
29. Zoning Ordinance Section 5.15.05.04 and 6.05.02 - To accompany the PCSMP sheets that were submitted with the Preliminary Plat, please submit a full Post Construction Stormwater Management Plan inclusive of a drainage study report with calculations.
A draft drainage study has been included with this submittal. A complete drainage study with pipe and inlet sizing calculations will be included with the construction documents and submitted as part of the PCSMP review with the city.
30. Zoning Ordinance Section 5.15.05.04 - Please provide adequate sanitary sewer information (drawings/statement) for the disposition of said utility.
The proposed on site sanitary sewer is 8" PVC and is shown on the PUD Utility Plan and the Preliminary Plat Utility Plan.
31. Zoning Ordinance Section 5.15.05.08 - Please describe the provisions that will be made for the care and maintenance of the recreational facilities proposed.
Care and maintenance provisions will be included in the Subdivision Agreement.
32. Zoning Ordinance Section 5.15.05.09 - Please submit any restrictive covenants that are to be recorded with the property, if applicable.
A draft subdivision agreement is currently in progress.
33. General comment - Confirm that the row of Cobalt building types are clear of the existing Storm Sewer Easement generally running northeast of the bend of Hillcrest Plaza/ 100-year Storm Sewer Easement in the southeast portion of the lot as shown on the Final Plat.
The Cobalt buildings have been shifted to avoid the existing Storm Sewer Easement.
34. General comment - Confirm the apartment building type on the south side of the lot is clear of the existing Sanitary Sewer Easement as shown on the Final Plat.
Apartment Building 3 currently conflicts with the existing Sanitary Sewer Easement. Coordination with the city is on-going to release this easement. At this time, sanitary sewer is not known to exist within this easement.

35. General comment - Please include the intended operating hours for the leasing office and clubhouse in the operating statement for the Conditional Use Permit application.

An updated operation statement has been included with this submittal.

36. The building design for each of the proposed buildings must be reviewed as part of the design review process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes, with the exception of the review of the landscaping plan. The landscaping plan is currently under review and additional comments may be forthcoming.

Acknowledged.

37. A letter sent to Hubbell Development Services from Cedarhurst Senior Living dated March 29, 2023, was forwarded to the city, and included several requests/proposed changes to the development site plan. Please confirm that you received this letter, and please let us know how you intend to respond to this letter.

Hubbell Development Services has received this letter and has been in communication with Cedarhurst Senior Living. Additional landscaping will be provided between the Della units and the senior living.

Additionally, please provide confirmation of conversations with ownership representation of the intent to utilize the access easement at the north end of their property as well as the intention to connect to (and reroute) the sidewalk connection on the south side of their property.

Hubbell Development Services has been in communication with ownership for the connection to the north access and south sidewalk.

38. A draft of the Conditional Use Permit will be provided upon review of the revised documents.

Acknowledged.

We appreciate the City of La Vista's efforts in preparing this review. We would like to continue working the city to address any unresolved or outstanding items. Please contact us with any questions or concerns.

Respectfully submitted,



Trevor Veskrna, P.E.
THOMPSON, DREESSEN & DORNER, INC.

TV/alj



May 26, 2023

TD2
Trevor Veskrna
10836 Old Mill Road
Omaha, NE 68154

RE: Mayfair Apartments – PUD, CUP & Replat Applications – 2nd Review Letter
Lots 1-3 Mayfair 2nd Addition Replat Seven & Lot 2 Mayfair 2nd Addition Replat Three

Mr. Veskrna,

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 and Zoning Ordinance, the City has the following comments:

Replat Application

1. General Comment – A draft subdivision agreement was received by the City on May 24, 2023. We will commence our review of the draft agreement and provide comments once drafted.

Planned Unit Development & Conditional Use Permit Applications

2. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 – The submitted Traffic Impact Study (TIS) is currently under review by the City's third-party reviewer. A response to the study is expected sometime next week. The City Engineer does not expect substantive changes to the TIS or the development based on the comments of the third-party reviewer.

City Hall
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402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

However, if any changes are required, these changes need to be provided and reviewed prior to consideration of the items under review in this letter by the City Council.

3. Zoning Ordinance Section 5.15.04.07 and 5.15.04.22 – A photometric plan was submitted and reviewed to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Staff approves of the proposed photometric plan.
4. Zoning Ordinance Section 5.15.04.08 – Please provide parking stall counts inclusive of ADA considerations.
5. General comment – Staff plans to include verbiage within the resolution that approves of the proposed Final Plat to remove the existing Sanitary Sewer Easement on the south side as part of the approval process.
6. Zoning Ordinance Section 5.15.04.07 and 5.15.04.16 – To complete the sidewalk network in the development to provide adequate pedestrian connectivity, please update the plan to include the two sidewalk connections noted in red on the plan in Exhibit A, attached to this letter.

General Development Comments

7. Elevations of the sanitary sewer and other pertinent utilities will need to be provided prior to the issuance of a building permit.
8. The building design for each of the proposed buildings must be reviewed as part of the formal design review application process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes.

Further refinement of the design of the garages and the site landscaping will be of specific consideration during this process.

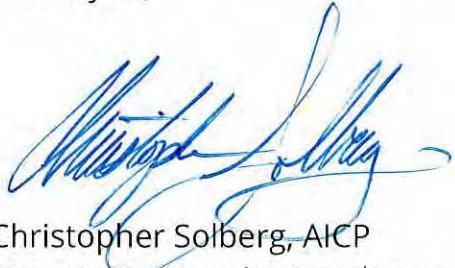
9. A draft of the Conditional Use Permit has been attached for your review.
10. A draft Planned Unit Development ordinance will be provided in the coming weeks that addresses the setbacks for the development and the allowances

provided within the PUD area in relation to the Gateway Corridor District Design Guidelines.

Please resubmit 2 paper copies of the Preliminary and Final Plats, PUD and CUP site plans, and other supporting documentation requested in this letter (including electronic copies) to the City for further review. Please also provide a response letter that answers or acknowledges each of the comments contained in this letter by June 5, 2023.

We have added these applications to the agenda for the June 15th Planning Commission meeting. Please have someone in attendance at the meeting to present the project and answer any questions as necessary. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



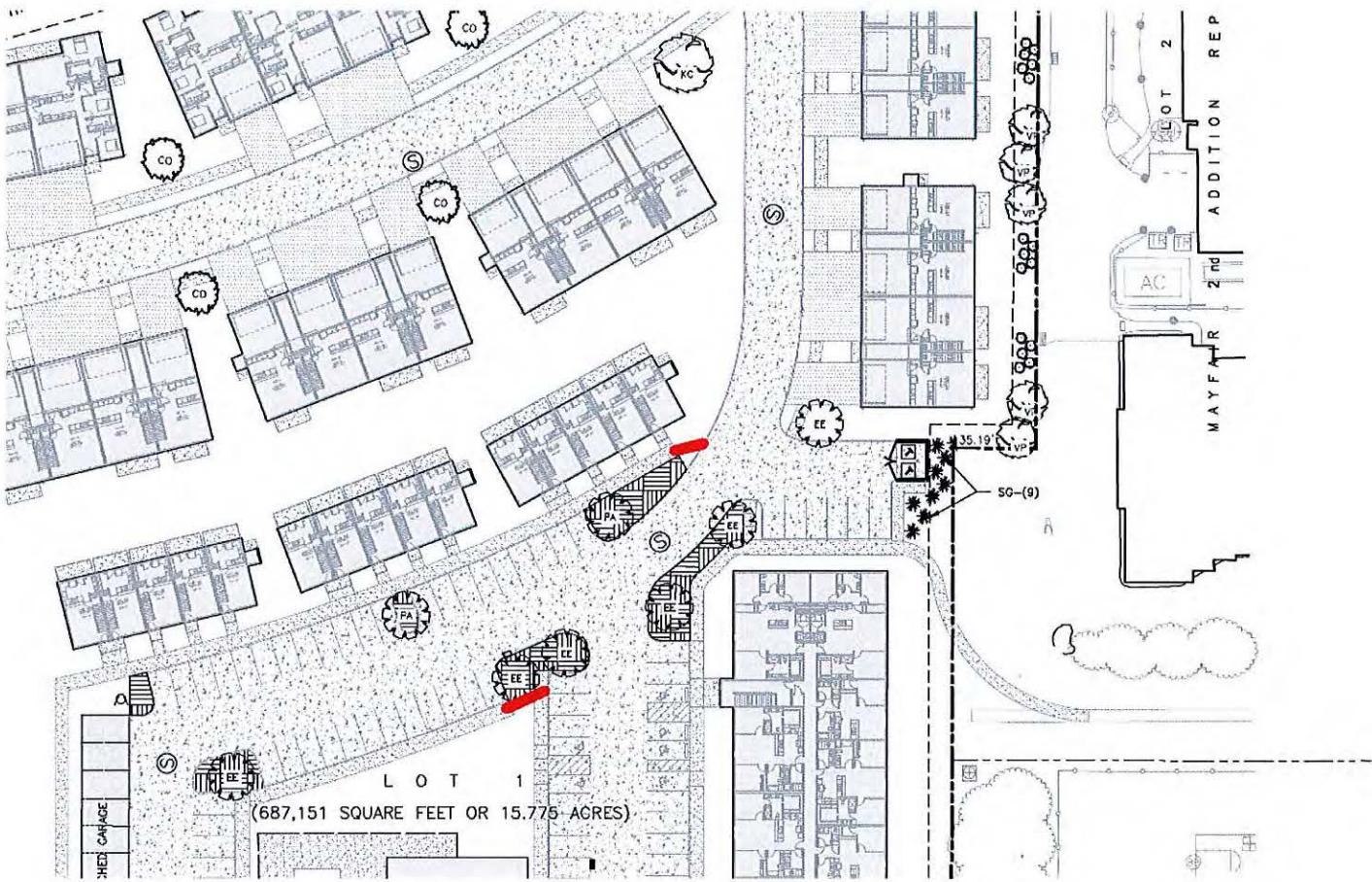
Christopher Solberg, AICP
Deputy Community Development Director
City of La Vista
csolberg@cityoflavista.org
(402) 593-6400

cc:

Josh Vickery, Hubbell Development Services
Doug Kellner, TD2
Bruce Fountain, Community Development Director – City of La Vista
Cale Brodersen, Associate City Planner – City of La Vista
Pat Dowse, City Engineer – City of La Vista

Enclosure

Exhibit A - Sidewalk Additions



June 2, 2023

City of La Vista
Chris Solberg, Deputy Community Development Director
8816 Park View Blvd.
La Vista, NE 68128

RE: Mayfair Apartments – PUD, CUP, and Replat Applications – 2nd Review Letter
Lots 1 – 3, Mayfair 2nd Addition Replat Seven & Lot 2, Mayfair 2nd Addition Replat Three
TD2 File No. 2253-109

Mr. Solberg,

Below are responses to the comments on the Mayfair Apartments – PUD, CUP, and Replat 2nd Review Letter dated May 26, 2023. The city comments are listed below followed by our responses in bold.

1. General Comment - A draft subdivision agreement was received by the City on May 24, 2023. We will commence our review of the draft agreement and provide comments once drafted.
Acknowledged.
2. Zoning Ordinance Sections 5.15.04.04, 6.05.04, 6.05.05, and 6.05.10 - The submitted Traffic Impact Study (TIS) is currently under review by the City's third-party reviewer. A response to the study is expected sometime next week. The City Engineer does not expect substantive changes to the TIS or the development based on the comments of the third-party reviewer. However, if any changes are required, these changes need to be provided and reviewed prior to consideration of the items under review in this letter by the City Council.
Acknowledged.
3. Zoning Ordinance Section 5.1 5.04.07 and 5.15.04.22 - A photometric plan was submitted and reviewed to confirm that light spillover/light pollution from the site lighting for this development will not be present on adjoining residential properties. Staff approves of the proposed photometric plan.
Acknowledged.
4. Zoning Ordinance Section 5.1 5.04.08 - Please provide parking stall counts inclusive of ADA considerations.
ADA parking parameters and requirements have been added to the Parking Statistics table on the PUD and CUP Site Plan.
5. General comment - Staff plans to include verbiage within the resolution that approves of the proposed Final Plat to remove the existing Sanitary Sewer Easement on the south side as part of the approval process.
Acknowledged.

City of La Vista
Mayfair Apartments –2nd Review Letter
June 2, 2023
Page Two

6. Zoning Ordinance Section 5.15.04.07 and 5.1 5.04.1 6 - To complete the sidewalk network in the development to provide adequate pedestrian connectivity, please update the plan to include the two sidewalk connections noted in red on the plan in Exhibit A, attached to this letter.

Sidewalks have been added per Exhibit A.

7. Elevations of the sanitary sewer and other pertinent utilities will need to be provided prior to the issuance of a building permit.

Acknowledged.

8. The building design for each of the proposed buildings must be reviewed as part of the formal design review application process that is required for developments within the Gateway Corridor Overlay District prior to building permit approval. The design review process will be conducted outside of the PUD and CUP approval processes. Further refinement of the design of the garages and the site landscaping will be of specific consideration during this process.

Acknowledged.

9. A draft of the Conditional Use Permit has been attached for your review.

Received.

10. A draft Planned Unit Development ordinance will be provided in the coming weeks that addresses the setbacks for the development and the allowances provided within the PUD area in relation to the Gateway Corridor District Design Guidelines.

Acknowledged.

We appreciate the City of La Vista's efforts in preparing this review. We would like to continue working the city to address any unresolved or outstanding items. Please contact us with any questions or concerns.

Respectfully submitted,



Trevor Veskrna, P.E.
THOMPSON, DREESSEN & DORNER, INC.

TDV/anr

SUBDIVISION AGREEMENT
Lots 1, Mayfair 2nd Additions Replat Eight
R-3, High Density Residential PUD, GWC
(Private Financing)

THIS SUBDIVISION AGREEMENT (the "Agreement") is made this _____ day of _____, 2023, by and between HRC SAGEBROOK MULTIFAMILY, LLC, a Nebraska limited liability company, 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, the Subdivider submitted an application to replat and develop the property legally described as Lot 1, Mayfair 2nd Addition Replat Eight, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska, as is more particularly shown on the Final Plat (the "Plat," "Final Plat," or "Replat") attached hereto as Exhibit "A" as finally approved by the City Council, and which is located inside the corporate limits of the City (the "Property" or "Subdivision");

WHEREAS, Subdivider desires to develop and operate the Property and all improvements on or within the Property in a unified, compatible manner as a multifamily residential housing development as shown on the site plan attached hereto as Exhibit "D" (the "Site Plan"), as presented to the City Council by or on behalf of the Subdivider in connection with the request for approval of the Plat, PUD Plan and Conditional Use Permit and as finally approved by the City Council;

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 Permits, Building Code and this Agreement;

WHEREAS, in order to develop the Property 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 improvements as described in this Agreement;

WHEREAS, Subdivider requested approval of the PUD Plan, CUP and Plat, subject to applicable provisions of the City of La Vista Zoning Ordinance and City of La Vista Subdivision Regulations, including: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.15 (pertaining to PUD), Section 5.17.06 (Gateway Corridor Overlay District), and Article 6 (pertaining to Conditional Use Permits) of such Zoning Ordinance, and Article 7 of such Subdivision Regulations, and has agreed to meet all conditions of development and other requirements of said zoning, regulations or as otherwise set forth in this Agreement; and

WHEREAS, the Parties wish to agree upon various matters pertaining to the construction of

the private improvements and public improvements within or serving the Subdivision as provided by this Agreement, and other matters pertaining to the development of the Subdivision and health, safety and welfare of the City, Subdivision, their inhabitants and the public as set forth herein.

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.
- B. "Conditional Use Permits" or "CUP" shall refer to that certain conditional use permit for multi-family residential housing facilities on the Property, as shown on the approved Site Plan, in form and content 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" 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 in accordance with and at the locations shown in the Post Construction Storm Water Management Plan attached as Exhibit "G," 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 or in connection with development of the Subdivision, any and all facilities constructed, installed, or otherwise implemented on or in the vicinity of the Property, including without limitation, Subdivision entrances, facilities 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, ingress and egress to and from the Subdivision, construction of paving, enhancements or reconstruction of existing paving, installation or construction of traffic signalization or other street improvements, and construction of storm sewers, sanitary sewers, outfall sewers, and access thereto, drainage and drainage retention, culverting, street lighting, and any other infrastructure or improvements, together with utility systems and easements for or otherwise in connection with any improvements or the maintenance, replacement or repair thereof where required.
- G. "Land Utilization and Preparation Cost" shall mean any expenses associated with the preparation of a site for construction or for proper use after construction, including but not

limited to, surveying, land excavation, vegetation, earthwork, grading, stabilization, erosion control, permitting and fees, utilities, and stormwater infrastructure.

- H. "Plat" or "Final Plat," or "Replat," 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. "Related Entity" shall mean all entities that Subdivider uses to develop, construct, own, and operate facilities, improvements, and parts of the Property as described in this Agreement, and with respect to which Subdivider shall have an ownership interest and control.
- K. "Subdivider's Engineer" shall mean TD2 Engineering & Surveying, which shall be the principal contact entity with the City in engineering matters.
- L. "Subdivision" shall mean the Property consisting of approximately 15.77 acres of land described in Exhibit "A" hereto.
- M. "Subdivider" shall mean HRC SAGEBROOK MULTIFAMILY, LLC, a Nebraska limited liability company.
- N. "Public Improvements" shall mean those improvements described in Subsections 2A through 2E.
- O. "Private Improvements" shall mean all improvements described in this Agreement or otherwise constructed on the Property, other than Public Improvements.

2 Construction/Installation of Improvements Authorized.

The Subdivider, in addition to any other improvements specified by this Agreement, at its cost, shall construct or install, or cause to be constructed or installed, the following improvements upon or in the vicinity of the Property, including without limitation necessary water, sanitary sewer, and surface water drainage to or from existing or planned facilities, and no funds, assets or other resources or credit of 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 otherwise expressly provided below:

- A. The Subdivider at its cost shall construct and install permanent paint markings and signage ("Markings and Signage") for a Two Way Left Turn Lane (TWLTL) along 99th Street from south of Hillcrest Plaza to south of Gary Street, as described or depicted on attached Exhibit "K", as a condition of, and prior to issuance of, a certificate of occupancy for any building on the Property.
- B. The Subdivider at its cost shall construct and install Markings and Signage for a Two Way Left Turn Lane (TWLTL) along Brentwood Drive from east of 97th Circle to the existing striping for the 96th Street Signal as described or depicted on attached Exhibit "K", as a condition of, and prior to issuance of, a certificate of occupancy for any building on the Property.

C. The Subdivider at its cost shall construct and install pedestrian sidewalks ("Sidewalks") as described or depicted on attached Exhibit "D" in accordance with the Site Plan and City Ordinances, regulations and policies. All Pedestrian Sidewalks shall be completed no later than completion of the Subdivision. Provided, however, Sidewalks adjacent to each building, as described or depicted on such Exhibit, shall be completed no later than completion of the building, which shall be a condition that must be satisfied before any certificate of occupancy will be issued for such building. Perimeter sidewalks, as described or depicted on such Exhibit, shall be completed no later than completion of the Subdivision, and shall be a condition precedent to issuance of any certificate of occupancy for the last building constructed within the Subdivision.

Signalization of 99th Street & Giles Road City at its cost shall construct and install, or cause the construction or installation of, a traffic control signal ("Signal") at the intersection of 99th Street and Giles Road, as described or depicted on attached Exhibit "L", that includes common phases (green), caution (yellow), and stop (red), and additional left turn signals having flashing yellow arrow (FYA) and both protected and permissive phases for eastbound and westbound turn lanes; provided, however, that such phases for westbound turn lanes shall be included only if warranted by a traffic study. As a condition of, and prior to issuance of, any certificate of occupancy for any building on the Property, Subdivider shall pay City 25% of the cost to design and construct such Signal, as determined by the City Engineer.

E. Other Potential Improvements. As a condition of, and prior to issuance of, any certificate of occupancy for any building on the Property, the Subdivider, at its cost, shall:

(1) Construct and install, or cause the installation or construction of, a channelized median with signage ("Median"), inclusive of KEEP RIGHT and NO LEFT TURN signage at the intersection of 98th Plaza and Giles Road, as described or depicted on attached Exhibit "M", for the reduction of access at 98th Plaza and Giles Road. The access of the intersection of 98th Plaza and Giles Road will be limited to ¾ Access (no left turns from 98th Plaza to Lot 254 Val Verde) until future improvements to the intersection of 96th Street and Giles Road are made, at which time the access at 98th Plaza and Giles Road will be limited to Right-In, Right-Out (RIRO) only.

(2) Install or construct, or cause the installation or construction of, any additional improvements ("Other Traffic Control Improvements"), or take such further action, as required by the Traffic Impact Analysis completed by Felsburg, Holt and Ullevig and satisfactory to the City Engineer, as indicated by his approval in writing.

F. Storm Water Detention.

(1) A drainage study for the Subdivision based on development of Property has been completed and is incorporated herein by this reference ("Drainage Study"), a copy of which, without exhibits, is attached hereto as Exhibit "F", and 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 Subdivision. Subdivider, at its cost, agrees to construct the storm water detention basins and associated storm sewer piping and related improvements in accordance with the Post Construction Storm Water Management Plan and Utility Plan, attached hereto as Exhibits "G" and "H", and the construction of such facilities shall be complete prior to issuance of a Certificate of Occupancy for any facility within the development. 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 of this Agreement 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 Post Construction Storm Water Management Plan attached as Exhibit "G" and the Utility Plan attached as 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 2F (“Storm Water Detention Facilities”), and related designs, contracts, plans and documents, shall be subject to prior review and approval of the City Engineer in writing.

(3) Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property 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 the Property 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.

TOTAL \$ 71,280.40

The aforested fee of \$4,520.00 per acre of High-Density Multi-Family Residential is the rate now in effect and is subject to increase. This fee is calculated as of July 1, 2023, and is subject to increase from time to time. The rate in effect at time the payment is made will be the rate paid.

G. Private Storm Sewer. The Subdivider at its cost shall cause the private portion of the storm sewer system (shown in the Utility Plan attached as Exhibit "H") ("Private Storm Sewer") 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, and those segments functioning as a transporter of storm water to points within or outside the Subdivision, as shown in the Post Construction Storm Water Management Plan attached as Exhibit "G", all of which shall be Private Improvements.

H. Private Sanitary Sewer. The Subdivider at its cost shall install all sanitary sewers in accordance with the Utility Plan attached hereto as Exhibit "H" ("Private Sanitary Sewer"); and which sanitary sewers shall be Private Improvements. Subdivider 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 Engineer in the form and content attached hereto as Exhibit "I," subject to the final approval of the 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 Engineer in advance of award of contract for construction or acquisition. Not in limitation of the foregoing sentence, any preliminary plans referenced in this Agreement shall be subject to additions, subtractions, modifications, and final approval to the satisfaction of the City Engineer.

3. Allocation of Cost of Improvements

Subdivider and City agree (a) that the cost of all Public Improvements constructed within or serving the Subdivision as authorized by Section 2, *supra*, or elsewhere or as otherwise described in this Agreement shall be paid by Subdivider, unless otherwise expressly provided below, and (b) that the cost of all Private Improvements shall be paid by Subdivider. Not in limitation of the foregoing provisions of this Section 3:

- (1) Markings and Signage. One hundred percent (100%) of the cost of the Markings and Signage constructed/installed by the Subdivider shall be paid solely by the Subdivider.
- (2) Sidewalks. One hundred percent (100%) of the cost of the Sidewalks shall be paid by the Subdivider at its sole cost and expense.
- (3) Signalization. Costs of Signalization shall be paid as follows: 25% by the Subdivider and 75% by the City.
- (4) Other Traffic Control Improvements. One hundred percent (100%) of the cost of Other Traffic Control Improvements shall be paid by the Subdivider at its sole cost and expense.
- (5) Storm Water Detention Facilities. One hundred percent (100%) of the cost of Storm Water Detention Facilities shall be paid by the Subdivider at its sole cost and expense
- (6) Private Storm Sewer. One hundred percent (100%) of the cost of all Private Storm Sewer constructed within or serving the Subdivision, including manholes, inlets and other appurtenances, as shown in the Utility Plan attached as Exhibit "H," shall be paid solely

by Subdivider.

- (7) Private Sanitary Sewer. One hundred percent (100%) of the cost of all Sanitary Sewer constructed by Subdivider, within or serving the Subdivision, including manholes and other appurtenances, as shown in the Utility Plan attached as Exhibit "H", shall be paid solely by Subdivider.
- (8) 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.
- (9) 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 pertaining to construction of such Public Improvements in the City, 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 total cost of Public Improvements, estimated to be \$258,500.00), 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 the 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 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.

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 obliges thereon, which bond and warranty shall be subject to the City Engineer's 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. [Intentionally Omitted].
- 7. [Intentionally Omitted].
- 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 of 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 City 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. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "I" as pertaining to the sanitary sewer system shall be incorporated into this Agreement by reference. 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 the Property:

Lot 1, R-3 - High Density Residential	264 UNITS @ \$1,117/UNIT	\$294,888.00
	TOTAL	\$294,888

The aforesated fee of \$1,117 per unit is the rate in effect at the time this Agreement was approved by the City Council 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 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 sewers connected to City sewers or 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 sewers connected to City sewers, or 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 any additions, subtractions, modifications, and 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 regard 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 Post Construction Storm Water Management Plan attached as Exhibit "G", and the Utility Plan attached as Exhibit "H". Construction of storm water detention basins and facilities within the Property shall be completed as necessary to handle the storm water associated with the developed Property, 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 location of a detention basin from that shown in the Post Construction Storm Water Management Plan attached as Exhibit "G" 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 Agreement, 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. All Public Improvements within the Property or otherwise required under this Agreement 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.

C. 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 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.

- D. If Subdivider fails to timely and fully perform any responsibility set forth in Subsection C 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 the Property within 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 D 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.
- E. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision.
- F. Any City approval or any notice required under this Agreement must be in writing to be effective.
- G. 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.
- H. 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, or authorization to construct Public Improvements, as applicable.
- I. 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 by Subdivider, along with any other documents or instruments required to be recorded, before any building permit is issued to Subdivider, and shall be binding, jointly and severally, upon the Subdivider and all of Subdivider's successors, assigns, lenders, mortgagees or others gaining or claiming any interest or lien in, to or against the Property or any part thereof. 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. City shall have the right, but not the obligation, to enforce any and all covenants. It is expressly agreed that City shall not release the Final Plat or this Agreement for recording until City is satisfied that Subdivider has concluded (closed) or made arrangements satisfactory to the City to conclude (close), transactions for the actual construction of Private Improvements. 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, Subdivider shall not 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 Subsection.

14. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the Final Plat for recording.

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 on the Final Plat 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 "A," 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 approval is provided.

17. Right to Enforce. Provisions of this Agreement may be enforced at law or in equity by the owners of the Property 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. The Manager of Subdivider, by signing below and the Final Plat, does warrant and represent that such Manager is executing this Agreement and the Final Plat as an authorized person, and that Subdivider is and shall continue to be the sole owner of 100% of the Property at date of recording this Agreement and the Final Plat.

19. 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. This Agreement shall not supersede terms or conditions of any prior agreement between the Subdivider, or any predecessor in interest of Subdivider, and the City with respect to the matters not contained herein. The Agreement only may be amended by a written amendment executed by all parties.

20. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the illegal or unenforceable part 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.

21. Headings. Headings are used in this Agreement solely for organizational purposes and shall not have any substantive meaning or be used to interpret any terms or conditions of this Agreement.

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 "L" as identified below) are attached hereto and made a part of this Agreement, and said Exhibits are incorporated herein by this reference, together with any other documents or instruments referenced in this Agreement:

Exhibit "A"	Final Plat
Exhibit "B"	Conditional Use Permits
Exhibit "C"	Paving Improvements
Exhibit "D"	Planned Unit Development ("PUD") Site Plan
Exhibit "E"	PUD Landscaping Plan
Exhibit "F"	Drainage Study
Exhibit "G"	Post Construction Storm Water Management Plan
Exhibit "H"	Utility Plan
Exhibit "I"	Sewer Connection Agreement
Exhibit "J"	Post Construction Storm Water Management Plan Maintenance Agreement and Easement
Exhibit "K"	Markings & Signage Exhibit for two, Two-Way Left-Turn Lanes
Exhibit "L"	99 th Street & Giles Road Signal Exhibit
Exhibit "M"	Median & Signage Exhibit for 98 th Plaza and Giles Road Median

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:

HRC SAGEBROOK MULTIFAMILY, LLC

By: Hubbell Realty Company, LLC, Manager

By: _____

Its: _____

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this _____ day of _____, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be _____ and _____ of HUBBELL REALTY COMPANY, LLC, an Iowa limited liability company, manager of HRC SAGEBROOK MULTIFAMILY, LLC, a Nebraska limited liability company and the identical persons whose names are 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.

{Seal}

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.

{Seal}

Notary Public

MAYFAIR 2nd ADDITION REPLAT EIGHT

Exhibit "A"

BEING A REPLATTING OF LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, TOGETHER WITH LOTS 1, 2 AND 3, MAYFAIR 2nd ADDITION REPLAT SEVEN, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA LOCATED IN THE SE 1/4 OF SECTION 16, T14N, R12E OF THE 6th P.M. SAID SARPY COUNTY.

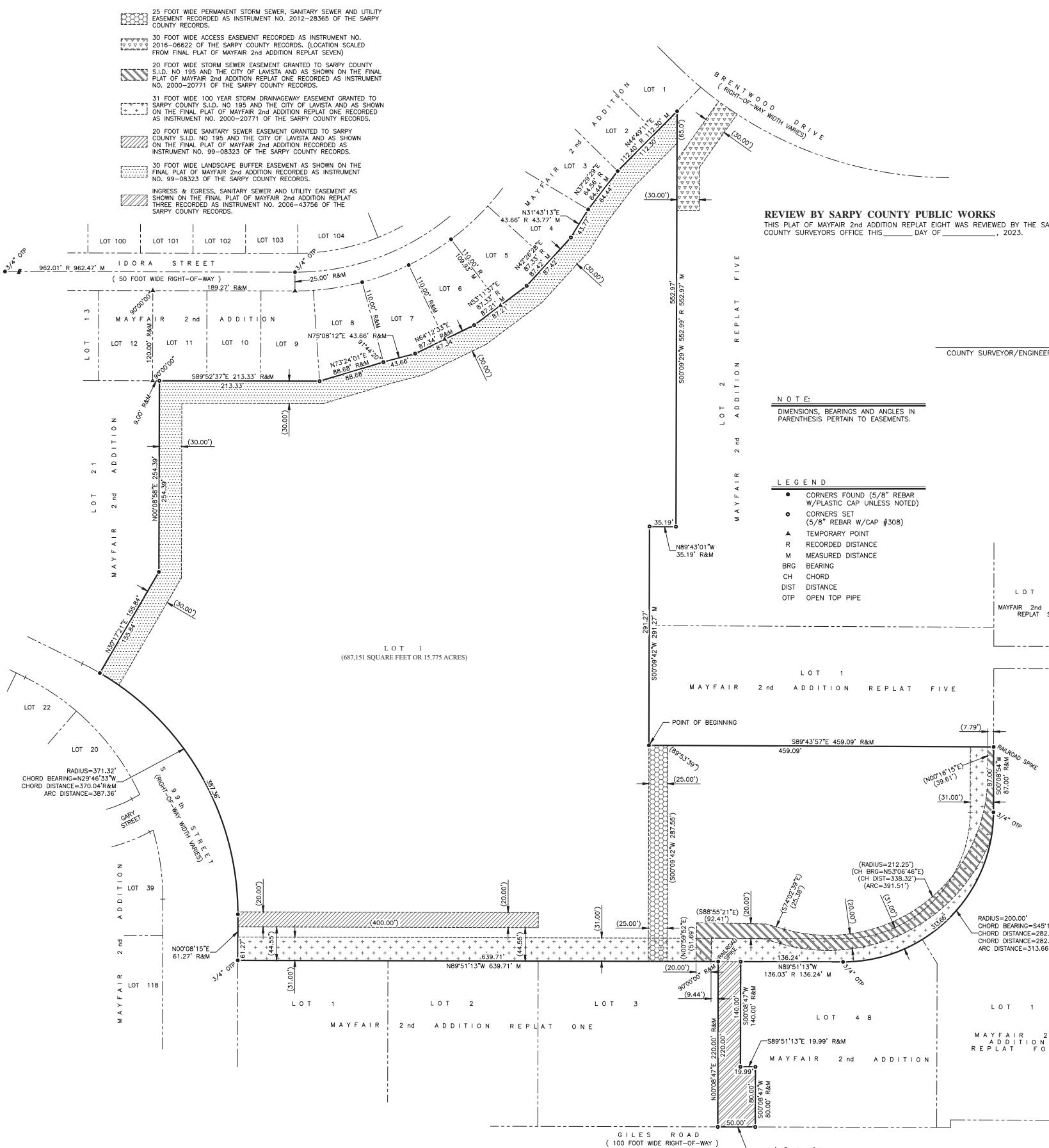


Exhibit "B"

CITY OF LAVISTA CONDITIONAL USE PERMIT

Conditional Use Permit for Multiple Family Dwellings (Sagebrook Apartments) Lot 1, Mayfair 2nd Addition Replat Eight

This Conditional Use Permit is issued this _____ day of _____ 2023 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Hubbell Development Services ("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 Sagebrook Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 1 Mayfair 2nd Addition Replat Eight, 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 will be completed after approval of this Conditional Use Permit. Upon completion of the design review process, updated elevations and related plans will be included as Exhibits "D" through "F" prior to the recording of the Permit.
 - 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 Lot 1 Mayfair 2nd Addition Replat Eight ("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 Community Development Director for approval. Modification of any other document or Exhibit shall be subject to the 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 stormwater 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 Lot 1 Mayfair 2nd Addition Replat Eight. 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.
- 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: Hubbell Development Services
9719 Giles Road
La Vista, NE 68128

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 _____, 2023, 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:

Hubbell Development Services

By: _____, it's owner

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)

On this day of _____, 2023, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be an owner of Hubbell Development Services, 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 C



6900 Westown Parkway
West Des Moines, IA 50266
www.hubbellrealty.com
515-243-3228
FAX 515-280-2000

Sagebrook Development
Lot 1, Mayfair 2nd Addition Replat Eight

Operating Statement

Sagebrook will be comprised of 24 total residential buildings with 264 units, 85 detached garages, 108 attached garages, and 263 surface parking stalls. The Tract of land is comprised of 15.77 acres, resulting in a site area per unit value of 2,602 square feet. The 24 residential buildings will be comprised of multi-family apartments, multi-plex buildings, and townhome style buildings. The units will be comprised of a mix of 1 bedroom, 2 bedroom, and 3 bedroom apartment homes and townhomes.

Building Type	No. of Buildings	Unit Count	Parking Provided
Lazio	6	18	18 two car garages
Della	9	36	36 two car garages
Cobalt	6	30	60 surface stalls
Apartment	3	180	203 surface + 85 detached garage stalls
Total	24	264	456 stalls

The Clubhouse building will include a living room area, leasing offices, fitness space, and outdoor pool. The leasing office hours are expected to be from 8:00 a.m. to 6:00 p.m. with 24 hour access to the fitness and mail room.



Exhibit D

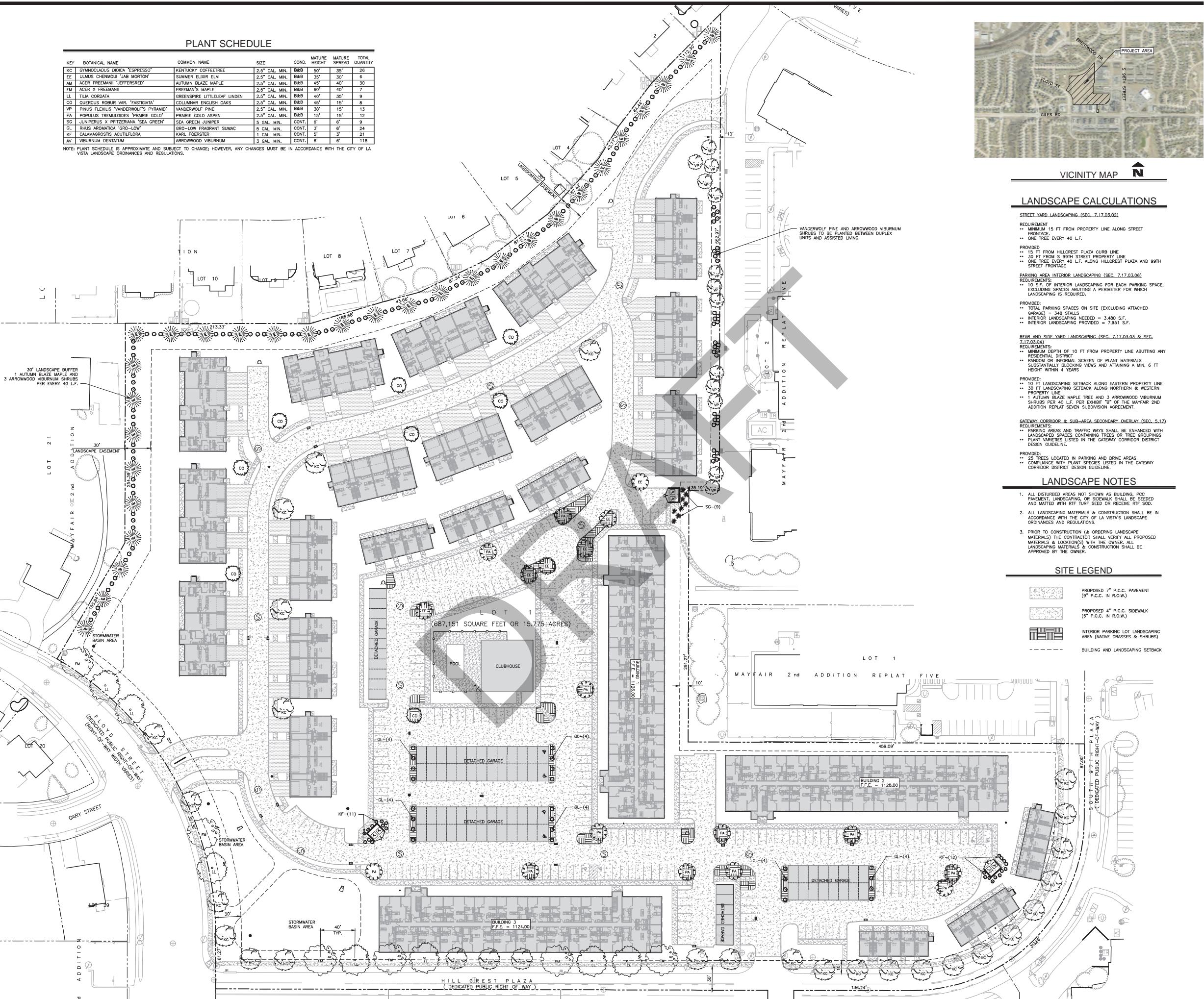
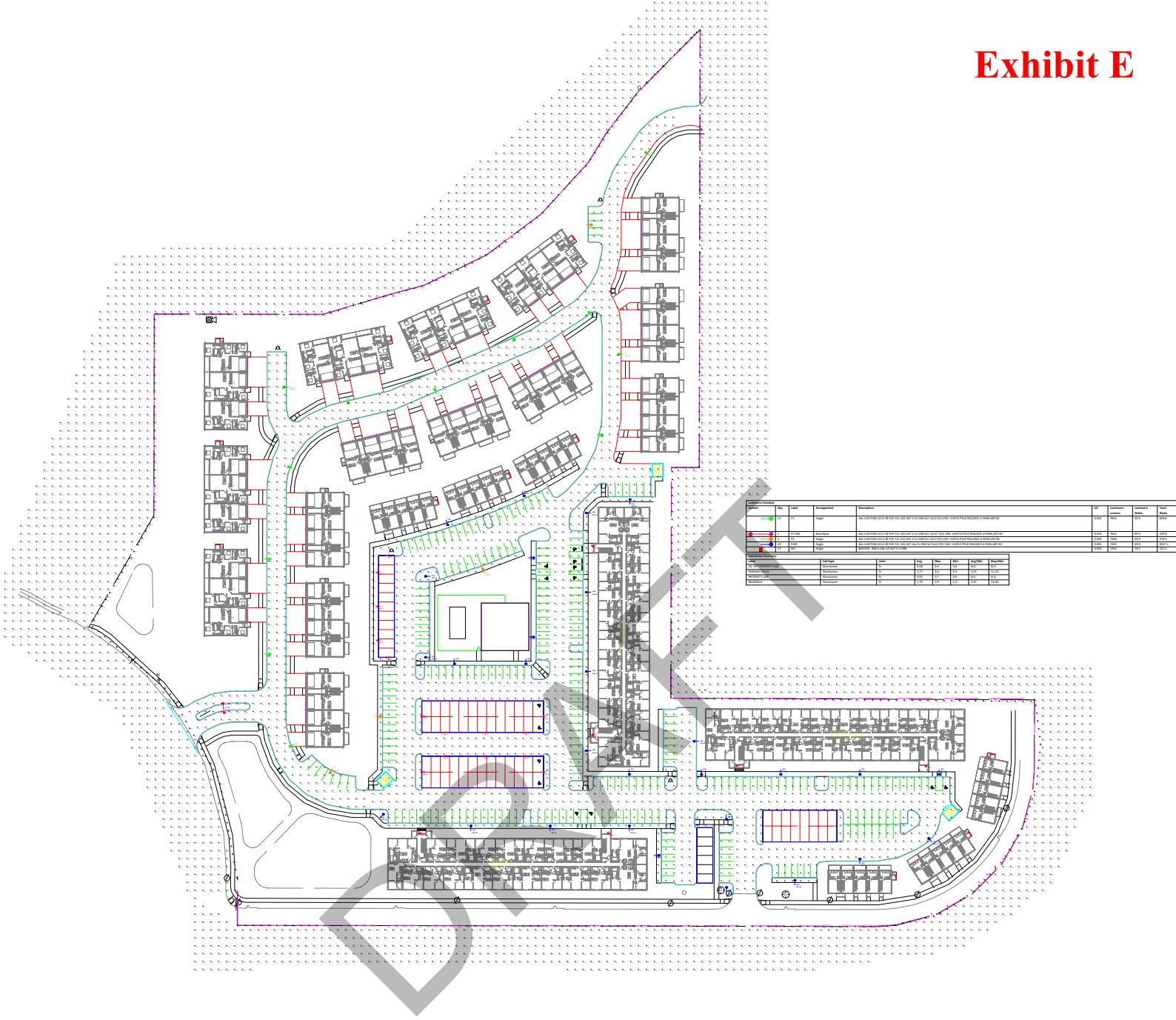


Exhibit E







 **SIMONSON**
PLANNING ■ ARCHITECTURE ■ INTERIORS

 **Rubbell**



 **SIMONSON**
PLANNING ■ ARCHITECTURE ■ INTERIORS

 **Hubbell**

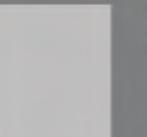


 **SIMONSON**
PLANNING ■ ARCHITECTURE ■ INTERIORS

 **Hubbell**



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PLANNING ■ ARCHITECTURE ■ INTERIORS

 **Rubbell**



 **SIMONSON**
PLANNING ■ ARCHITECTURE ■ INTERIORS

 **Hubbell**



 **SIMONSON**
PLANNING ■ ARCHITECTURE ■ INTERIORS

 **Hubbell**

Exhibit "C"

Public Improvements Preliminary Estimate
Mayfair 2nd Addition Replat Eight
TD2 Job # 2253-109

6/28/2023

Preliminary Estimate

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Traffic Control	1	LS	\$21,000.00	\$21,000.00
2	Sawcut and Remove Existing P.C.C. Pavement	280	SY	\$25.00	\$7,000.00
3	9" P.C.C. Pavement for Median Construction	280	SY	\$80.00	\$22,400.00
4	4" Wide, Pavement Marking Paint, In Place	1690	LF	\$4.00	\$6,760.00
5	Pavement Marking Arrow, In Place	5	EA	\$300.00	\$1,500.00
6	Traffic Signage, In Place	7	EA	\$250.00	\$1,750.00
7	Traffic Signal, In Place (25% of Total Signal Cost)	1	LS	\$120,000.00	\$120,000.00
Total					\$181,000.00
ENGINEERING, TESTING, & STAKING (≈30%)					\$54,000.00
TOTAL ESTIMATED PROJECT COST					\$235,000.00

**Lot 1, Mayfair 2nd Addition
Replat Eight
99th & Hillcrest Plaza
La Vista, Nebraska
LAV-**

Exhibit "F"

DRAINAGE STUDY
May 2023



DRAFT

Prepared By: _____
Trevor Veskrna, P.E.

DRAINAGE STUDY & PCSMP CALCULATIONS
Lot 1, Mayfair 2nd Addition
Replat Eight
99th & Hillcrest Plaza
La Vista, Nebraska
LAV-

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DRAINAGE STUDY AND PCSMP CALCULATIONS

Mayfair 2nd Addition Replat Eight

99th & Hillcrest Plaza

La Vista, Nebraska

LAV-

EXECUTIVE SUMMARY

This drainage study was prepared for the development of a property located northwest of 99th & Hillcrest Plaza in La Vista, Nebraska. This study will identify and analyze solutions to stormwater runoff and water quality treatment associated with this project. The total area of this site is 15.76 acres, with approximately 15.58 acres being disturbed. The proposed development will consist of grading, site utilities, paving, and the construction of multi-plex style residential buildings and multi-family apartments.

The stormwater facility used for storm water detention and treatment will be three extended dry detention basins. The basins were designed to meet the City of La Vista Post Construction Stormwater Standards.

The Rational Method will be used for pipe sizing calculations, and the SCS Method was used to analyze pre- and post-construction runoff for use in sizing the extended dry detention basins.

I. Site Characteristics

A. Pre-development Conditions

The existing conditions can be seen on Ex. D, found in the Appendix of this report. The topographic survey prepared by TD2 was used to analyze existing conditions and impervious coverages. This site is adjacent to an assisted living facility and daycare to the east, commercial properties to the south, and single family homes to the north and west. The site is currently zoned R-3 High-Density Residential with Gateway Corridor Overlay and a proposed PUD overlay. The site was primarily used for agriculture with a straight row field approximately 10.4 acres in size. The remainder of the site is vegetated and has been vacant since the creation of the Mayfair Addition. The USDA classifies these soils as Hydrologic Soil Groups C and D with infiltration rates ranging between 0.20 to 2.00 in/hr. For the purpose of this study, Hydrologic Soil Group C will be used for all design calculations. A copy of the USDA Soil Report can be found in the Calculations Section.

The site primarily drains from the northeast to the southwest with three main drainage boundaries, EX-1, EX-2, and EX-3. Runoff from area EX-1 overland flows from the north end of the site to an existing swale on the far west edge of the site. The swale discharge onto 99th Street where the runoff is then collected by an existing curb inlet at Impact Point 1. Runoff from EX-2 overland flows offsite to the south where it is collected by an existing curb inlet at the intersection of 99th Street and Hillcrest Plaza at Impact Point 2. Storm water from area EX-3 is collected by an existing area inlet on site then routed offsite to Impact Point 3. The existing drainage boundaries can be seen on Ex. D of the Preliminary Plat, found in the Appendix Section. Impact Points 1 and 2 eventually discharge to Applewood Creek to the west, a tributary of West Papillion Creek. Impact Point 3 eventually discharges directly to West Papillion Creek.

B. Post-development Conditions

The proposed development will consist of grading, paving, utility installation, as well as the construction of a new multi-family development with multi-plex style residential units and residential apartments. The proposed project will also include the construction of three extended dry detention basins located in the southwest corner of the site.

The proposed site will contain five main drainage boundaries, A1, A2, B1, B2, and B3. Area A1 consists of the northwest portion of the site and contains the multi-plex units and two of the extended dry detention basins. Storm water from this area will primarily be collected by the proposed storm sewer system and routed to the first dry detention basin, EDDB-1A. This stormwater will be detained, treated, and released to the second dry detention basin, EDDB-1B. Due to site constraints, EDDB-1A does not have enough area to provide the required detention volume to meet the pre-construction runoff values. EDDB-1B provides the additional required storage and treatment volume to meet this requirements, as well as collects runoff from the swale at the western edge of the site. Following detention and treatment, EDDB-1B will discharge to the existing curb inlet in 99th Street at Impact Point 1. Area B1 consists of the proposed drive access. This area will not be collected by the proposed storm sewer system and will instead flow to the existing inlet at Impact Point 1.

Area A2 consists of the southeast portion of the site and contains multi-plex units, apartment buildings, detached garages, and the clubhouse. Storm water from this area will be collected by the proposed storm sewer system and routed to the third dry detention basin, EDDB-2. Following detention and treatment, the storm water will then discharge to the existing curb inlet at the intersection of Hillcrest Plaza and 99th Street at Impact Point 2. Area B2 consists of the southmost portion of the site and the existing Hillcrest Plaza west of 98th Plaza. Runoff from this area will not be collected by the proposed storm sewer system and will instead be collected by the existing curb inlets in Hillcrest Plaza and routed to Impact Point 2. Area B3 consists of Hillcrest Plaza east of 98th Plaza. Runoff from this area is collected by existing curb inlets in Hillcrest Plaza and is routed offsite to Impact Point 3. Impact Points 1 and 2 eventually discharge to Applewood Creek, a tributary of West Papillion Creek, while Impact Point 3 eventually discharges directly to West Papillion Creek.

C. Contributing Off-site Drainage

Due to the existing site topography and contours obtained during TD2's topographical survey, no significant off-site drainage is expected to flow onto the site.

D. Floodways, Floodplains, and Wetlands

The site does not contain any floodways, floodplains, or wetlands.

II. Runoff Analysis

A. Pre-development Runoff Analysis

1) Watershed Area:

Information for the existing drainage areas can be found in Table 1.

2) Time of Concentration:

The time of concentration was calculated using Hydroflow Hydrographs Extension for AutoCAD 2022, TR-55 method.

3) Precipitation Model:

The 2 and 10-year 24-hour SCS Type II storm events for Omaha were used to analyze detention requirements.

4) Runoff Coefficients:

The existing lot primarily consists of an agricultural field and vegetated open space. The breakdown of these areas can be found in the Drainage Area Calculations table in the Calculations Section of this report. The CN and C values were obtained using the Omaha Regional Stormwater Design Manual, Chapter 2, for open vegetated spaces, straight row crops, and pavement, all in the Hydrologic Soil Group C.

5) Runoff Model:

The Hydraflow Hydrograph SCS (Type II) method was used to calculate the 24-hour peak discharge for the existing site.

6) Summary of Pre-development Runoff:

The information for the pre-development runoff for the site can be found in Tables 1 and 2.

Table 1. Existing Drainage Areas

ID	Total Area (Ac.)	Total Area (SF)	Composite C	Composite CN	Impact Point	Tc (min.)
EX-1	6.24	271,624	0.57	82	1	21.6
EX-2	6.85	298,343	0.65	85	2	24.9
EX-3	2.49	108,487	0.45	76	3	24.9
Total	15.58	678,454	0.59	82		

Table 2. Existing Runoff Values

Pre-Construction	2 Year (cfs)	10 Year (cfs)
Impact Point 1	9.08	18.16
Impact Point 2	10.57	19.95
Impact Point 3	2.33	5.31

B. Post-development Runoff Analysis

1) Watershed Areas

Information for the proposed drainage areas can be seen in Table 3.

2) Time of Concentration

The time of concentration for each proposed drainage area was determined using the Hydraflow Hydrographs Extension for AutoCAD 2022, TR-55 method. The time of concentration for areas calculated to be less than 5 minutes used a minimum value of 5 minutes.

3) Precipitation Model

The 2 and 10-year 24-hour SCS Type II storm events for Omaha were used to analyze detention requirements.

4) Runoff Coefficients

The proposed development will consist of building areas, pavement, grass, and landscaping/trees. The breakdown of these areas can be found in the Drainage Area Calculations table in the Calculations Section of this report. The CN and C values were obtained using the Omaha Regional Stormwater Design Manual, Chapter 2, for open vegetated spaces and pavement, all in the Hydrologic Soil Group C.

5) Runoff Model:

The Hydraflow Hydrographs SCS (Type II) method was used to calculate the 24-hour peak discharge for the proposed site.

6) Summary of Post-development Runoff:

Information for the post-development runoff can be found in Tables 3 and 4.

Table 3. Proposed Drainage Areas

ID	Description	Total Area (Ac.)	Total Area (SF)	Composite C	Composite CN	Impact Point	Tc (min.)
A1	North Site	5.18	225,631	0.75	89	1	12.9
A2	South Site	8.87	386,511	0.75	89	2	9.7
B1	North Offsite	0.15	6,331	0.75	89	1	5.0
B2	South Offsite	0.82	35,758	0.73	88	2	5.0
B3	South Offsite	0.56	24,223	0.75	89	3	5.0
Total		15.58	678,454	0.75	89		

Table 4. Pre vs. Post Construction Runoff

Impact Point 1	2 Year (cfs)	10 Year (cfs)
Pre-Construction	9.08	18.16
Post Construction (With Detention)	7.95	16.01
Impact Point 2	2 Year (cfs)	10 Year (cfs)
Pre-Construction	10.57	19.95
Post-Construction (With Detention)	9.01	20.19
Impact Point 3	2 Year (cfs)	10 Year (cfs)
Pre-Construction	2.33	5.31
Post-Construction	1.76	3.05

The total proposed site area will have a combined CN value of 89 and a C value of 0.75. These values have increased compared to existing conditions due to the increase in impervious coverage for the developed site. Runoff for the developed site will decrease for the 2 year storm event and remain relatively the same for the 10 year event due to the storage provided by the dry detention basin system.

III. Storm Sewer Design:

A. Design Information References:

All stormwater conveyance systems will be designed in accordance with the Omaha Regional Stormwater Design Manual, Current Edition.

B. Storm Sewer:

- 1) On site storm sewer will be sized as part of the construction documents and will be included in the PCSMP submittal for review and approval by the City of La Vista.
- 2) The Rational Method will be used to determine peak run-off in order to properly size the storm sewer system. The storm sewers will be designed to have the capacity to adequately transfer the 10-year peak design storm.
- 3) The storm sewer inlets will be designed and sized to adequately handle the 10-year peak storm event.

C. Hydraulic Model:

The Rational Method will be used for pipe sizing calculation. Hydraflow Storm Sewers Extension for AutoCAD 2022 will be used to model the proposed storm sewer system to verify it has the capacity to handle the 10-year peak design storm.

IV. Stormwater Treatment Design:

A. Design Standards:

All stormwater facilities were designed in accordance with the Omaha Regional Stormwater Design Manual, Current Edition.

B. Extended Dry Detention Basin Locations:

The proposed extended dry detention basins are located in the southwest corner of the site near the intersection of 99th & Hillcrest Plaza.

C. Extended Dry Detention Basin Performance:

At approximately 15.58 acres disturbed, the required water quality control volume for the first half-inch of runoff is 28,278 CF. For Impact Point 1, the proposed on-site storm sewer will collect this runoff and discharge it to EDDB-1A. As this basin begins to fill, the water will be discharged via a 6" orifice at the base of the outlet structure to EDDB-1B. The orifice will be covered by rip rap stone to prevent debris and other material from clogging the orifice and traveling further downstream. The collected storm water will be detained and treated by both detention basins prior to discharging to Impact Point 1. Basin EDDB-1A provides 8,974 C.F. of treatment volume, EDDB-1B provides 1,373 C.F., and EDDB-2 provides 22,000 C.F., for a cumulative treatment volume of 32,347 C.F. Therefore, the basins are adequately sized for the water quality control volume.

D. Extended Dry Detention Basin Storage

In total, the three detention basins have a combined storage volume of 71,052 C.F. This provides adequate storage to reduce the proposed runoff from the site to at or below existing conditions. Graphs, storage, and discharge calculations for each basin can be found in the calculations section of this report.

Appendix

Calculations

Sagebrook Apartments

TD2 # 2253-109

Drainage Area Information and Inlet Capacities for 10-Year Storm Event (i = 8.8 in/hr)

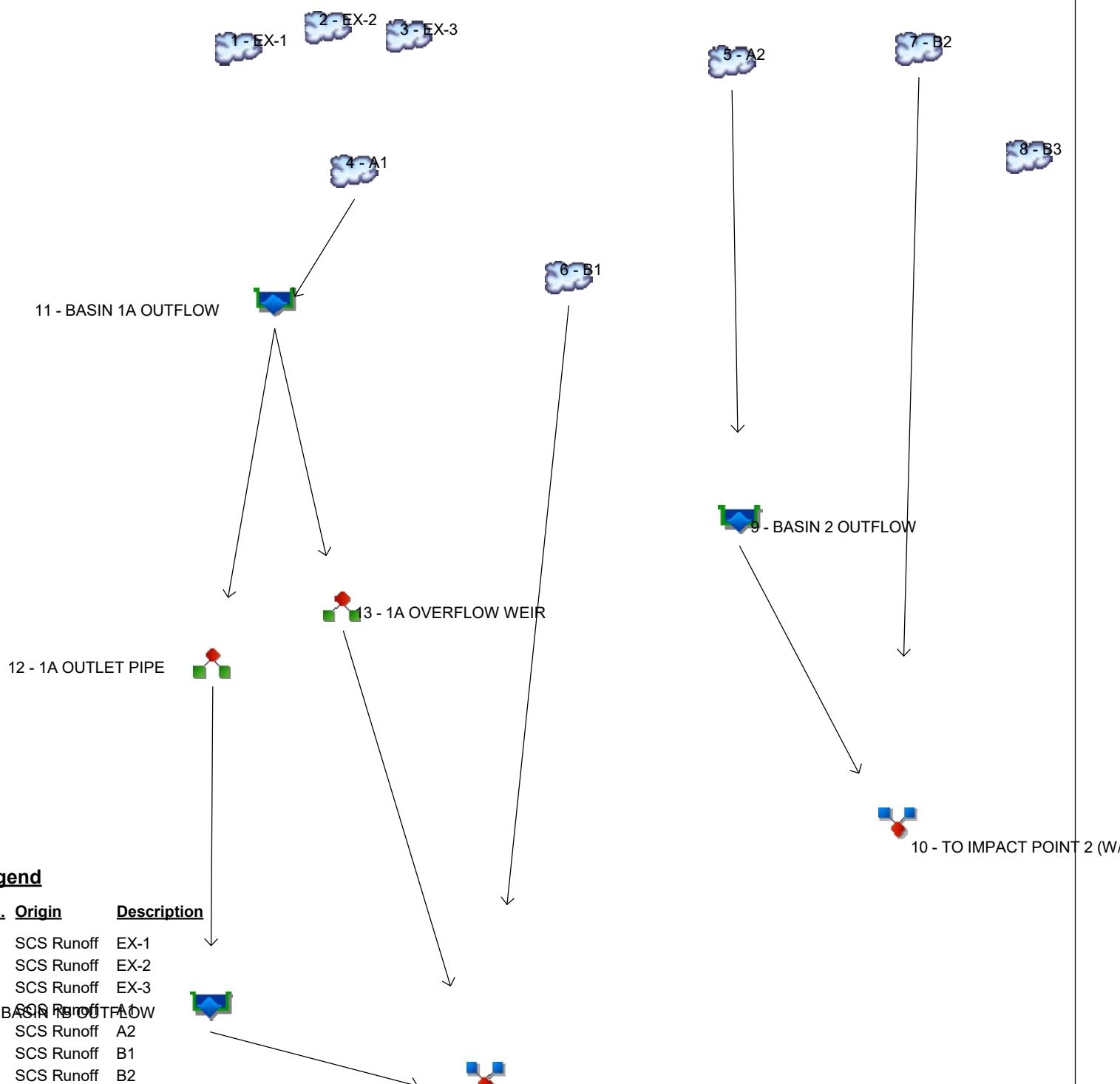
ID	Description	Total Area (Ac.)	Total Area (SF)	Impervious 98 (SF)	Pervious 74 (SF)	Pervious 85 (SF)	Composite CN	Composite C	Impact Point
PROPOSED SITE									
A1	NORTH SITE	5.18	225,631	144,403	81,228	0	89	0.75	1
A2	SOUTH SITE	8.87	386,511	248,325	138,186	0	89	0.75	2
B1	NORTH OFFSITE	0.15	6,331	4,051	2,280	0	89	0.75	1
B2	SOUTH OFFSITE	0.82	35,758	21,398	14,360	0	88	0.73	2
B3	SOUTH OFFSITE	0.56	24,223	15,496	8,727	0	89	0.75	3
TOTAL PROPOSED SITE		15.58	678,454	433,673	244,781	0	89	0.75	

EXISTING SITE

EX-1		6.24	271,624	0	82,246	189,378	82	0.57	1
EX-2		6.85	298,343	15,971	17,562	264,810	85	0.65	2
EX-3		2.49	108,487	9,461	99,026	0	76	0.45	3
TOTAL EXISTING SITE		15.58	678,454	25,432	198,834	454,188	82	0.59	

Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022



Legend

Hyd. Origin Description

1	SCS Runoff	EX-1
2	SCS Runoff	EX-2
3	SCS Runoff	EX-3
14	SCS Runoff	1A
5	SCS Runoff	A2
6	SCS Runoff	B1
7	SCS Runoff	B2
8	SCS Runoff	B3
9	Reservoir	BASIN 2 OUTFLOW
10	Combine	TO IMPACT POINT 2 (W/ DETENTION)
11	Reservoir	BASIN 1A OUTFLOW
12	Diversion1	1A OUTLET PIPE
13	Diversion2	1A OVERFLOW WEIR
14	Reservoir	BASIN 1B OUTFLOW
15	Combine	TO IMPACT POINT 1 (W/ DETENTION)

Hydrograph Return Period Recap

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)								Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	----	9.084	----	----	18.16	----	----	----	----	EX-1
2	SCS Runoff	----	10.57	----	----	19.95	----	----	----	----	EX-2
3	SCS Runoff	----	2.334	----	----	5.313	----	----	----	----	EX-3
4	SCS Runoff	----	14.11	----	----	24.63	----	----	----	----	A1
5	SCS Runoff	----	26.44	----	----	46.00	----	----	----	----	A2
6	SCS Runoff	----	0.472	----	----	0.819	----	----	----	----	B1
7	SCS Runoff	----	2.483	----	----	4.375	----	----	----	----	B2
8	SCS Runoff	----	1.763	----	----	3.056	----	----	----	----	B3
9	Reservoir	5	8.666	----	----	18.14	----	----	----	----	BASIN 2 OUTFLOW
10	Combine	7, 9	9.014	----	----	20.19	----	----	----	----	TO IMPACT POINT 2 (W/ DETENTIO
11	Reservoir	4	9.426	----	----	16.00	----	----	----	----	BASIN 1A OUTFLOW
12	Diversion1	11	9.426	----	----	16.00	----	----	----	----	1A OUTLET PIPE
13	Diversion2	11	0.000	----	----	0.000	----	----	----	----	1A OVERFLOW WEIR
14	Reservoir	12	7.895	----	----	15.91	----	----	----	----	BASIN 1B OUTFLOW
15	Combine	6, 13, 14	7.947	----	----	16.01	----	----	----	----	TO IMPACT POINT 1 (W/ DETENTIO

Hydraflow Rainfall Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Friday, 05 / 5 / 2023

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	110.8217	18.3000	1.0108	-----
2	74.1125	11.8000	0.8974	-----
3	0.0000	0.0000	0.0000	-----
5	82.1212	10.1000	0.8627	-----
10	113.9855	12.1000	0.9024	-----
25	106.6791	11.3000	0.8449	-----
50	119.8696	11.8000	0.8406	-----
100	145.8254	12.7000	0.8636	-----

File name: Omaha.IDF

$$\text{Intensity} = B / (T_c + D)^E$$

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	4.60	3.78	3.20	2.78	2.46	2.20	1.99	1.82	1.67	1.55	1.44	1.35
2	5.89	4.66	3.87	3.32	2.91	2.60	2.35	2.14	1.97	1.83	1.71	1.60
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	7.90	6.17	5.09	4.35	3.81	3.40	3.07	2.81	2.58	2.40	2.24	2.10
10	8.79	6.98	5.80	4.98	4.37	3.90	3.52	3.22	2.96	2.75	2.56	2.40
25	10.09	8.05	6.74	5.81	5.13	4.60	4.18	3.83	3.54	3.29	3.08	2.90
50	11.19	8.99	7.56	6.54	5.79	5.20	4.73	4.34	4.02	3.74	3.51	3.30
100	12.19	9.84	8.28	7.18	6.35	5.70	5.18	4.75	4.40	4.09	3.83	3.60

Tc = time in minutes. Values may exceed 60.

Precip. file name: H:\Hydroflow Data\Omaha 24-hr Precip SCS.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	0.00	3.00	0.00	3.90	4.60	5.30	6.00	6.70
SCS 6-Hr	0.00	1.80	0.00	0.00	2.60	0.00	0.00	4.00
Huff-1st	0.00	1.55	0.00	2.75	4.00	5.38	6.50	8.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	0.00	1.25	0.00	2.80	3.90	5.25	6.00	7.10

Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 05 / 8 / 2023

Pond No. 1 - BASIN 1A

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Beginning Elevation = 100.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	100.00	630	0	0
1.00	101.00	2,764	1,697	1,697
2.00	102.00	3,625	3,195	4,892
3.00	103.00	4,540	4,083	8,974
4.00	104.00	5,520	5,030	14,004
5.00	105.00	6,550	6,035	20,039

Culvert / Orifice Structures

Weir Structures

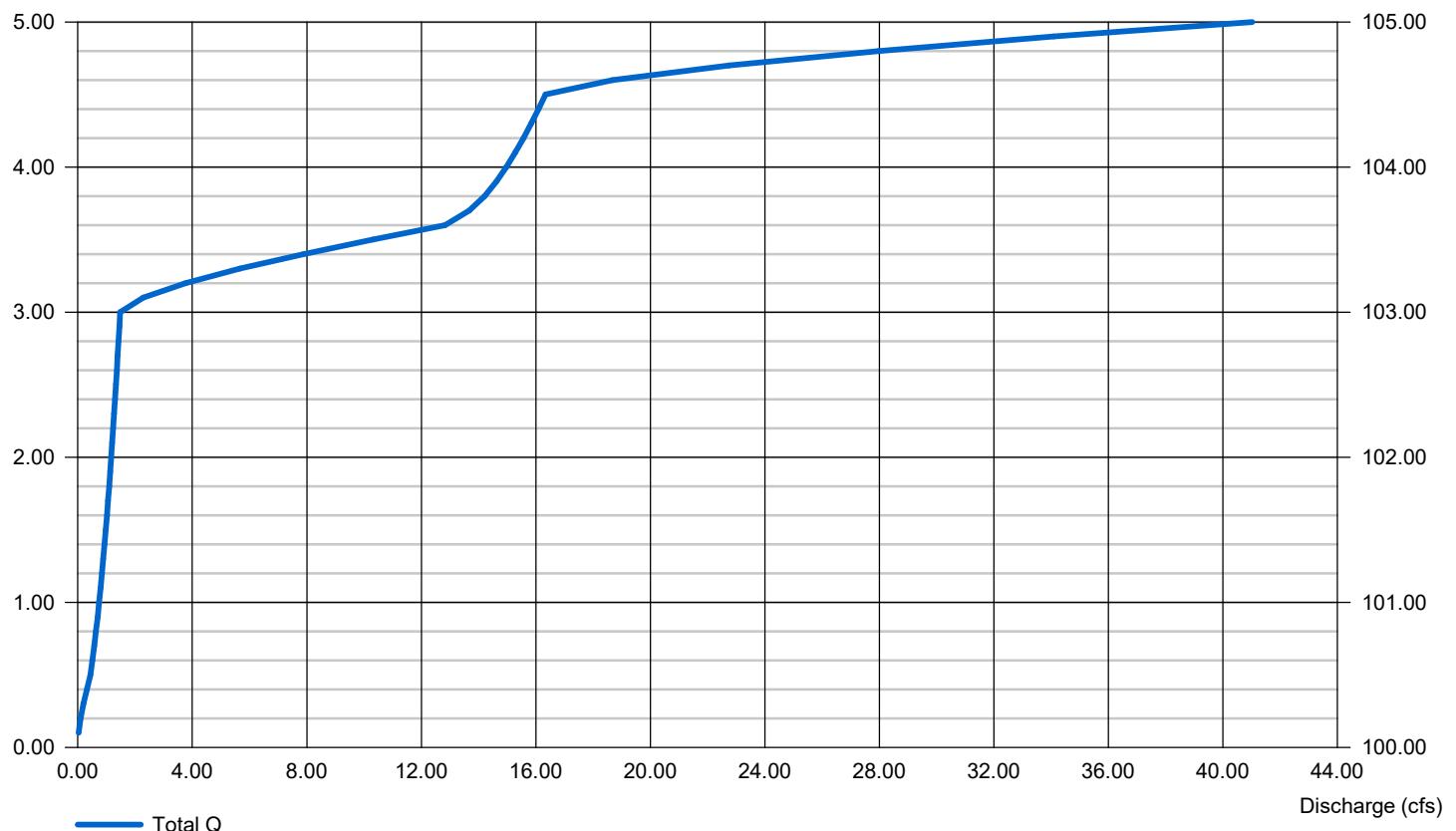
	[A]	[B]	[C]	[PrfRsr]		[A]	[B]	[C]	[D]
Rise (in)	= 18.00	6.00	0.00	0.00	Crest Len (ft)	= 7.85	20.00	0.00	0.00
Span (in)	= 18.00	6.00	0.00	0.00	Crest El. (ft)	= 103.00	104.50	0.00	0.00
No. Barrels	= 1	1	0	0	Weir Coeff.	= 3.33	3.33	3.33	3.33
Invert El. (ft)	= 100.00	100.00	0.00	0.00	Weir Type	= 1	Rect	---	---
Length (ft)	= 50.00	0.10	0.00	0.00	Multi-Stage	= Yes	No	No	No
Slope (%)	= 2.00	0.10	0.00	n/a	Exfil.(in/hr)	= 0.000 (by Contour)			
N-Value	= .013	.013	.013	n/a	TW Elev. (ft)	= 0.00			
Orifice Coeff.	= 0.60	0.60	0.60	0.60					
Multi-Stage	= n/a	Yes	No	No					

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage (ft)

Stage / Discharge

Elev (ft)



Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 05 / 8 / 2023

Pond No. 3 - BASIN 1B

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Beginning Elevation = 80.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	80.00	55	0	0
1.00	81.00	490	273	273
2.00	82.00	1,710	1,100	1,373
3.00	83.00	2,285	1,998	3,370
4.00	84.00	2,920	2,603	5,973

Culvert / Orifice Structures

Weir Structures

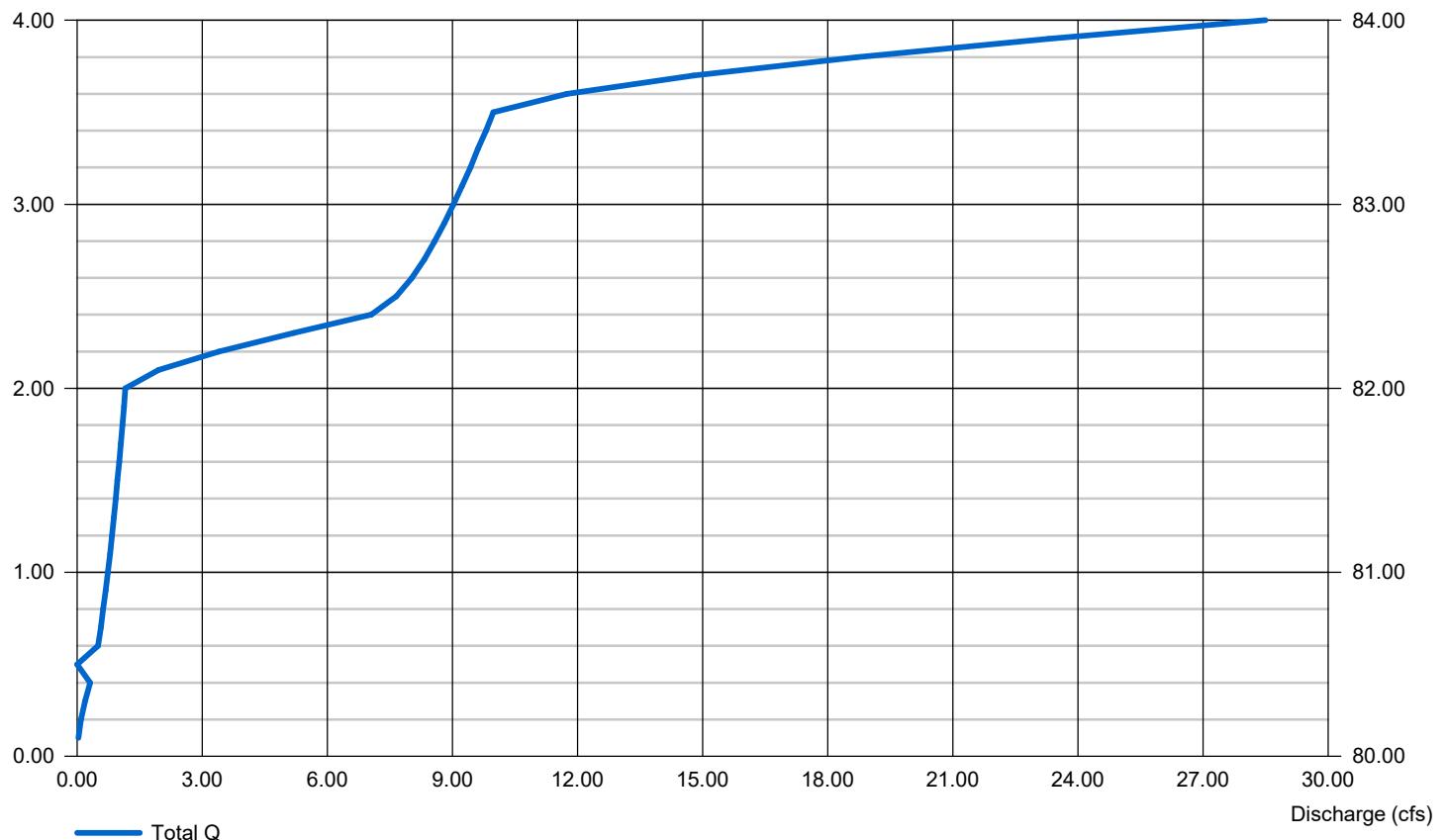
	[A]	[B]	[C]	[PrfRsr]		[A]	[B]	[C]	[D]
Rise (in)	= 15.00	6.00	0.00	0.00	Crest Len (ft)	= 7.85	15.00	0.00	0.00
Span (in)	= 15.00	6.00	0.00	0.00	Crest El. (ft)	= 82.00	83.50	0.00	0.00
No. Barrels	= 1	1	0	0	Weir Coeff.	= 3.33	3.33	3.33	3.33
Invert El. (ft)	= 80.00	80.00	0.00	0.00	Weir Type	= 1	Rect	---	---
Length (ft)	= 50.00	0.10	0.00	0.00	Multi-Stage	= Yes	No	No	No
Slope (%)	= 2.00	0.10	0.00	n/a	Exfil.(in/hr)		= 0.000 (by Wet area)		
N-Value	= .013	.013	.013	n/a	TW Elev. (ft)		= 0.00		
Orifice Coeff.	= 0.60	0.60	0.60	0.60					
Multi-Stage	= n/a	Yes	No	No					

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage (ft)

Stage / Discharge

Elev (ft)



Pond Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2022

Monday, 05 / 8 / 2023

Pond No. 2 - BASIN 2

Pond Data

Contours -User-defined contour areas. Average end area method used for volume calculation. Beginning Elevation = 100.00 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	100.00	2,521	0	0
1.00	101.00	5,600	4,061	4,061
2.00	102.00	6,570	6,085	10,146
3.00	103.00	7,600	7,085	17,231
4.00	104.00	8,680	8,140	25,371
5.00	105.00	9,820	9,250	34,621
6.00	106.00	11,018	10,419	45,040

Culvert / Orifice Structures

Weir Structures

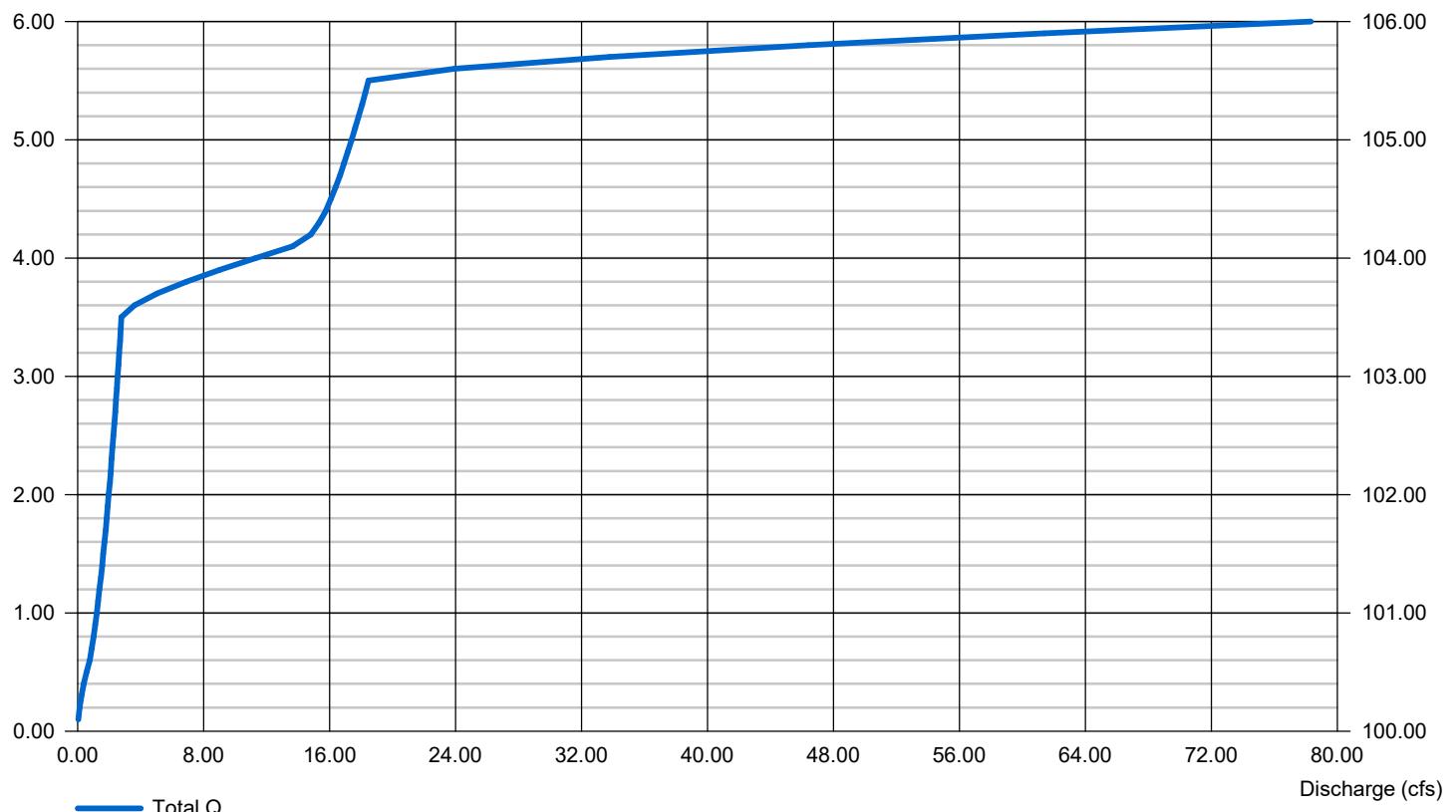
	[A]	[B]	[C]	[PrfRsr]		[A]	[B]	[C]	[D]
Rise (in)	= 18.00	8.00	0.00	0.00	Crest Len (ft)	= 7.85	50.00	0.00	0.00
Span (in)	= 18.00	8.00	0.00	0.00	Crest El. (ft)	= 103.50	105.50	0.00	0.00
No. Barrels	= 1	1	0	0	Weir Coeff.	= 3.33	3.33	3.33	3.33
Invert El. (ft)	= 100.00	100.00	0.00	0.00	Weir Type	= 1	Rect	---	---
Length (ft)	= 50.00	0.10	0.00	0.00	Multi-Stage	= Yes	No	No	No
Slope (%)	= 2.00	0.10	0.00	n/a	Exfil.(in/hr)	= 0.000 (by Contour)			
N-Value	= .013	.011	.013	n/a	TW Elev. (ft)	= 0.00			
Orifice Coeff.	= 0.60	0.60	0.60	0.60					
Multi-Stage	= n/a	Yes	No	No					

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage (ft)

Stage / Discharge

Elev (ft)





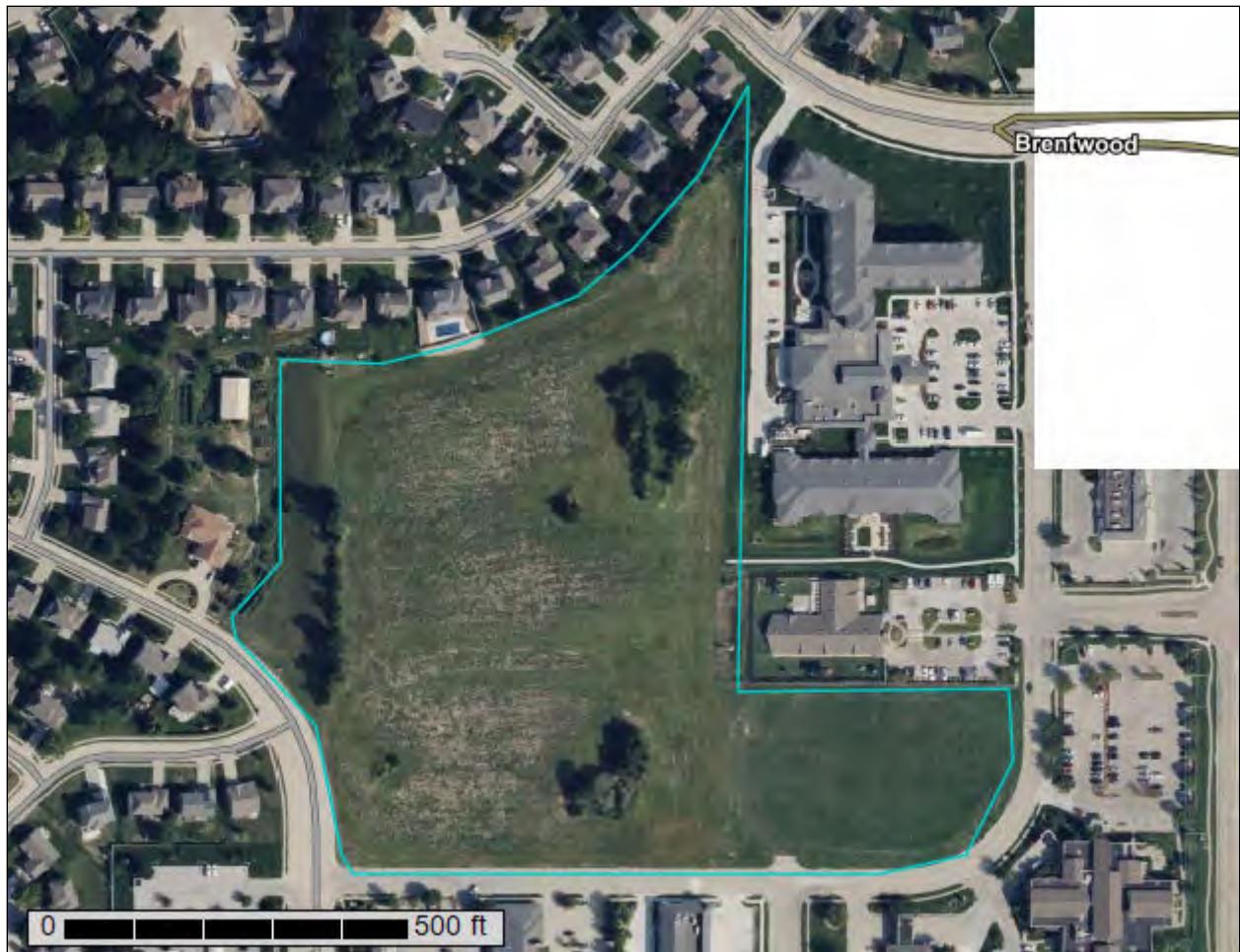
United States
Department of
Agriculture



Natural
Resources
Conservation
Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Sarpy County, Nebraska



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units).

Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

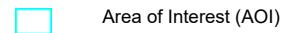
The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

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Soil Map



MAP LEGEND

Area of Interest (AOI)



Area of Interest (AOI)

Soils



Soil Map Unit Polygons



Soil Map Unit Lines



Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip

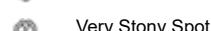


Sodic Spot

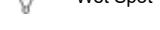
Spoil Area



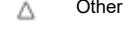
Stony Spot



Very Stony Spot



Wet Spot

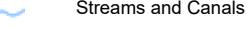


Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



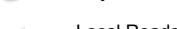
Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Sarpy County, Nebraska

Survey Area Data: Version 16, Sep 8, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
9719	Urban land-Udorthents-Marshall complex, 0 to 9 percent slopes	5.9	39.4%
9720	Urban land-Udorthents-Pohocco complex, 0 to 16 percent slopes	9.0	60.6%
Totals for Area of Interest		14.9	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

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9719—Urban land-Udorthents-Marshall complex, 0 to 9 percent slopes

Map Unit Setting

National map unit symbol: 1vfh0
Elevation: 800 to 1,300 feet
Mean annual precipitation: 24 to 36 inches
Mean annual air temperature: 39 to 61 degrees F
Frost-free period: 155 to 175 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 57 percent
Udorthents and similar soils: 23 percent
Marshall and similar soils: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Interfluve, head slope, nose slope, side slope
Down-slope shape: Concave, convex
Across-slope shape: Linear

Description of Udorthents

Setting

Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Interfluve, head slope, nose slope, side slope
Down-slope shape: Concave, convex
Across-slope shape: Linear
Parent material: Disturbed fine-silty loess

Typical profile

H1 - 0 to 12 inches: silty clay loam
H2 - 12 to 80 inches: silt loam

Properties and qualities

Slope: 0 to 9 percent
Depth to restrictive feature: More than 80 inches
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 8 percent

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: R107XB002MO - Deep Loess Upland Prairie
Hydric soil rating: Unranked

Description of Marshall

Setting

Landform: Loess hills
Landform position (two-dimensional): Summit
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Fine-silty noncalcareous loess

Typical profile

Ap - 0 to 7 inches: silty clay loam
A - 7 to 18 inches: silty clay loam
Bw - 18 to 47 inches: silty clay loam
C - 47 to 68 inches: silty clay loam

Properties and qualities

Slope: 0 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: High (about 11.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C
Ecological site: R107XB007MO - Loess Upland Prairie
Hydric soil rating: No

9720—Urban land-Udorthents-Pohocco complex, 0 to 16 percent slopes

Map Unit Setting

National map unit symbol: 1vh2
Elevation: 800 to 1,300 feet
Mean annual precipitation: 24 to 36 inches
Mean annual air temperature: 39 to 61 degrees F
Frost-free period: 155 to 175 days
Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 42 percent
Udorthents and similar soils: 38 percent
Pohocco and similar soils: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Interfluve, head slope, nose slope, side slope

Down-slope shape: Concave, convex

Across-slope shape: Linear

Description of Udothents

Setting

Landform: Hillslopes

Landform position (two-dimensional): Backslope

Landform position (three-dimensional): Interfluve, head slope, nose slope, side slope

Down-slope shape: Concave, convex

Across-slope shape: Linear

Parent material: Disturbed fine-silty loess

Typical profile

H1 - 0 to 12 inches: silty clay loam

H2 - 12 to 80 inches: silt loam

Properties and qualities

Slope: 0 to 16 percent

Depth to restrictive feature: More than 80 inches

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 8 percent

Interpretive groups

Land capability classification (irrigated): None specified

Ecological site: R107XB002MO - Deep Loess Upland Prairie

Hydric soil rating: Unranked

Description of Pohocco

Setting

Landform: Loess hills

Landform position (two-dimensional): Backslope

Down-slope shape: Convex

Across-slope shape: Convex

Parent material: Fine-silty loess

Typical profile

Ap - 0 to 6 inches: silty clay loam

Bw - 6 to 15 inches: silt loam

Bk - 15 to 28 inches: silt loam

C - 28 to 80 inches: silt loam

Properties and qualities

Slope: 0 to 16 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

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Runoff class: Medium

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 10 percent

Available water supply, 0 to 60 inches: High (about 11.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: B

Ecological site: F107XB009MO - Calcareous Loess Upland Woodland

Hydric soil rating: No

References

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

National Research Council. 1995. Wetlands: Characteristics and boundaries.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577

Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580

Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.

United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.

United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374

United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

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United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

MAYFAIR 2ND ADDITION REPLAT EIGHT

LOT 1

SARPY COUNTY, NEBRASKA

BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

Exhibit "G"

NOTES

- EXISTING ZONING IS GENERAL COMMERCIAL C-1 GATEWAY CORRIDOR. SUBAREA A DESIGNATED ZONING IS R-3 PUD GATEWAY CORRIDOR SUBAREA SECONDARY.
- ALL EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
- ALL SANITARY SYSTEMS HAVE BEEN DESIGNED ACCORDING TO THE OMAR SANITARY SYSTEM DESIGN MANUAL, CURRENT EDITION.
- HYDRAULIC HYDROGRAPHIC SOS (TYPE II) METHOD WAS USED TO CALCULATE THE 24-HOUR PEAK DISCHARGE RATES FOR THE EXISTING AND PROPOSED SITE.
- TYPE OF CONSTRUCTION FOR EACH DRAINAGE AREA WAS DETERMINED USING THE HYDRAULIC HYDROGRAPHS EXTENSION FOR AUTOCAD 2022, TR-55 METHOD.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
1240 S 36TH STREET
BELLWOOD, NE 68005
LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 S STREET
LINCOLN, NE 68505

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 GILL ROAD
LA VISTA, NE 68128
PHONE: 402-537-5801

ENGINEER

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

LEGAL DESCRIPTION

LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY NEBRASKA.

FIRST HALF INCH TREATMENT

TOTAL DISTURBED AREA: 15.58 AC (678,678 S.F.)

- 1" TREATMENT VOLUME REQUIRED
678,678 SF * 0.50 INCH * (1 FT/12 INCHES) = 28,278 CF
- TREATMENT PROVIDED BY DRY-DETENTION BASINS (VOLUME UNDER INLET)
- TOTAL: 32,347 CF
- PROVIDED 32,347 CF > 28,278 CF; BASIN ADEQUATELY SIZED FOR FIRST 1" VOL.

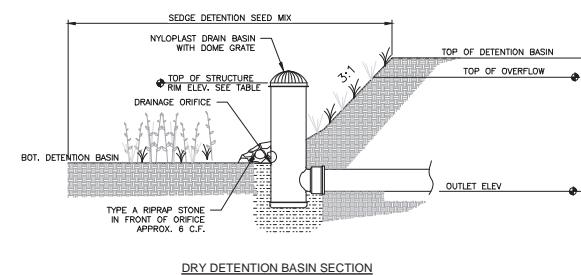
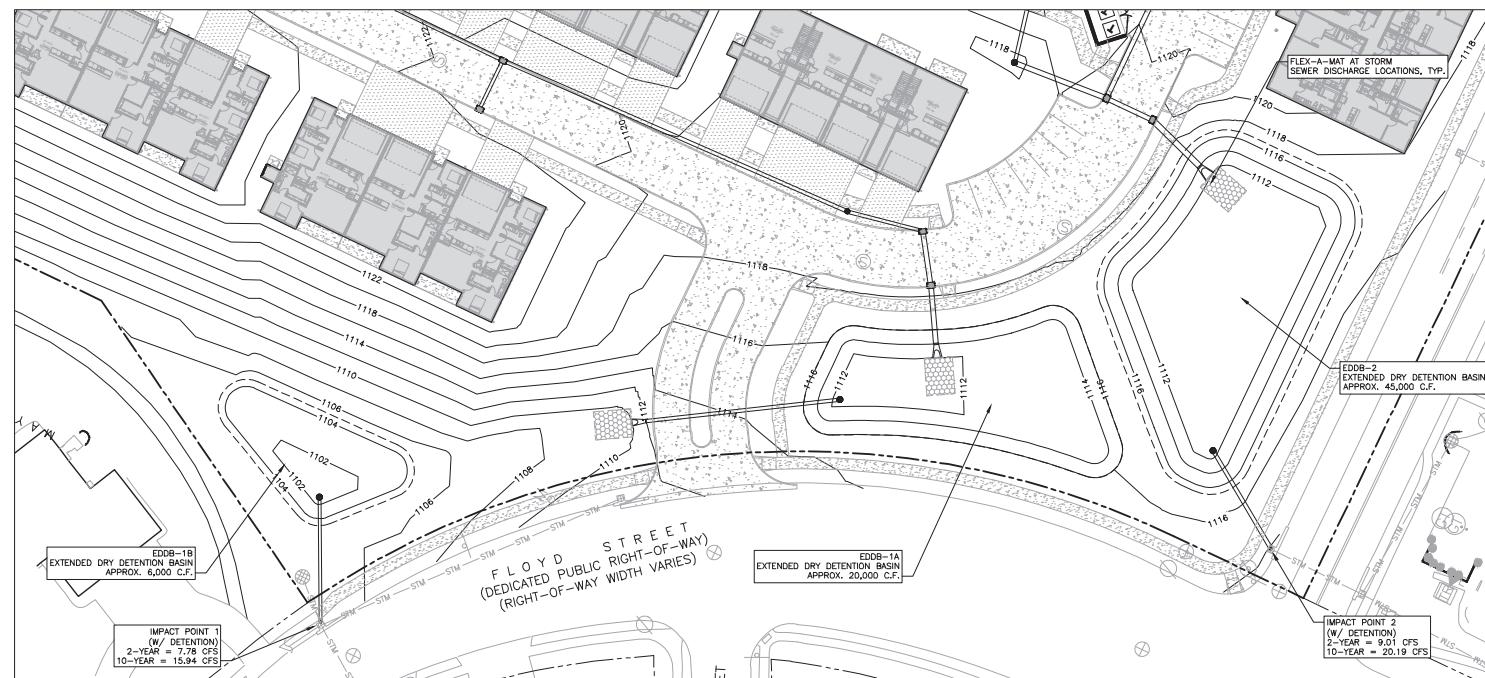
SEEDING AND FERTILIZING

- ALL DISTURBED AREAS (EXCEPT WITHIN BASIN LIMITS) SHALL BE SEDED AND FERTILIZED. SUPER TURF (TYPE I FOR NON-IRRIGATED AREAS AND TYPE II FOR IRRIGATED AREAS) SHALL BE USED, UNLESS OTHERWISE APPROVED BY OWNER/ENGINEER.
- ALL SEDED AREAS SHALL BE COVERED WITH A TEMPORARY EROSION CONTROL MAT (NORTH AMERICAN GREEN S75 OR APPROVED EQUAL) IMMEDIATELY AFTER SEED AND FERTILIZER ARE PLACED.

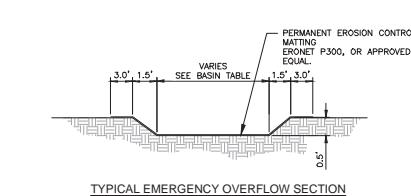
- REMOVE ALL ACCUMULATED SEDIMENT AND EXCAVATE TO BASE OF BASIN USING RELATIVELY LIGHT TRACKED EQUIPMENT TO AVOID COMPACTION AT BASIN FLOOR.
- LEVEL TOP 12" OF BASIN FLOOR TO PROVIDE A WELL AERATED, HIGHLY POROUS SURFACE.
- BASIN SHALL BE SEDED WITH SEDGE DETENTION SEED MIX.
- IMMEDIATELY PUMP WATER OUT OF RETENTION BASIN IF IT CONTINUES TO HOLD WATER AFTER 48 HOURS OF RAINFALL EVENT END. PUMPED WATER MUST PASS ACROSS/THROUGH AT LEAST ONE FILTER (PERMANENT EROSION CONTROL MAT, SILT FENCE AND/OR INLET FILTER) BEFORE DISCHARGING FROM THE SITE.
- THE CONTRACTOR SHALL SEED AND BLANKET THE SIDE SLOPES OF THE BASIN WITH NAC ERONET S-150.

DESCRIPTION	PEAK RUN-OFF FROM CONNECT SITE
IMPACT POINT 1	2-YEAR (CFS) 10-YEAR (CFS)
PRE-DEVELOPMENT	9.08 18.16
POST-DEVELOPMENT (W/ DETENTION)	7.91 16.01

DESCRIPTION	PEAK RUN-OFF FROM CONNECT SITE
IMPACT POINT 2	2-YEAR (CFS) 10-YEAR (CFS)
PRE-DEVELOPMENT	10.57 19.95
POST-DEVELOPMENT (W/ DETENTION)	9.01 20.19

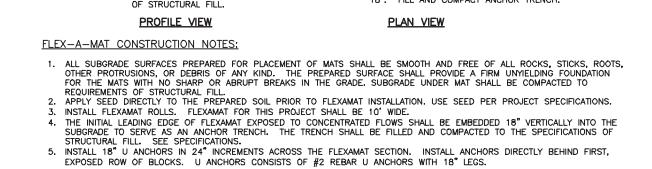
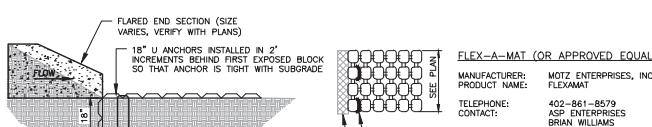


DRY DETENTION BASIN SECTION
NOT TO SCALE



TYPICAL EMERGENCY OVERFLOW SECTION
NOT TO SCALE

DRY DETENTION BASIN ELEVATIONS								
POND NUMBER	BOTTOM OF POND	TOP OF POND	EMERGENCY OVERFLOW ELEVATION	EMERGENCY OVERFLOW WIDTH	DRAINAGE ORIFICE DIAMETER	OUTLET PIPE DIAMETER	TOP OF OUTLET STRUCTURE ELEVATION	TREATMENT VOLUME (VOLUME UNDER DOME GRATE)
1A	1111.00	1116.00	1115.50	20.0'	6 INCH	18 INCH	1114.00	8,974 C.F.
1B	1101.00	1105.00	1104.50	15.0'	6 INCH	15 INCH	1103.00	5,973 C.F.
2	1112.00	1117.00	1116.50	15.0'	6 INCH	18 INCH	1115.50	22,000 C.F.
								45,040 C.F.



TYPICAL FLEX-A-MAT DETAIL
NOT TO SCALE

TD2
engineering & surveying

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

Project Name

Mayfair 2nd
Addition

Replat Eight

Subdivision
Agreement Exhibits



Client Name
Hubbell
Development
Services

Professional Seal

Revision Dates

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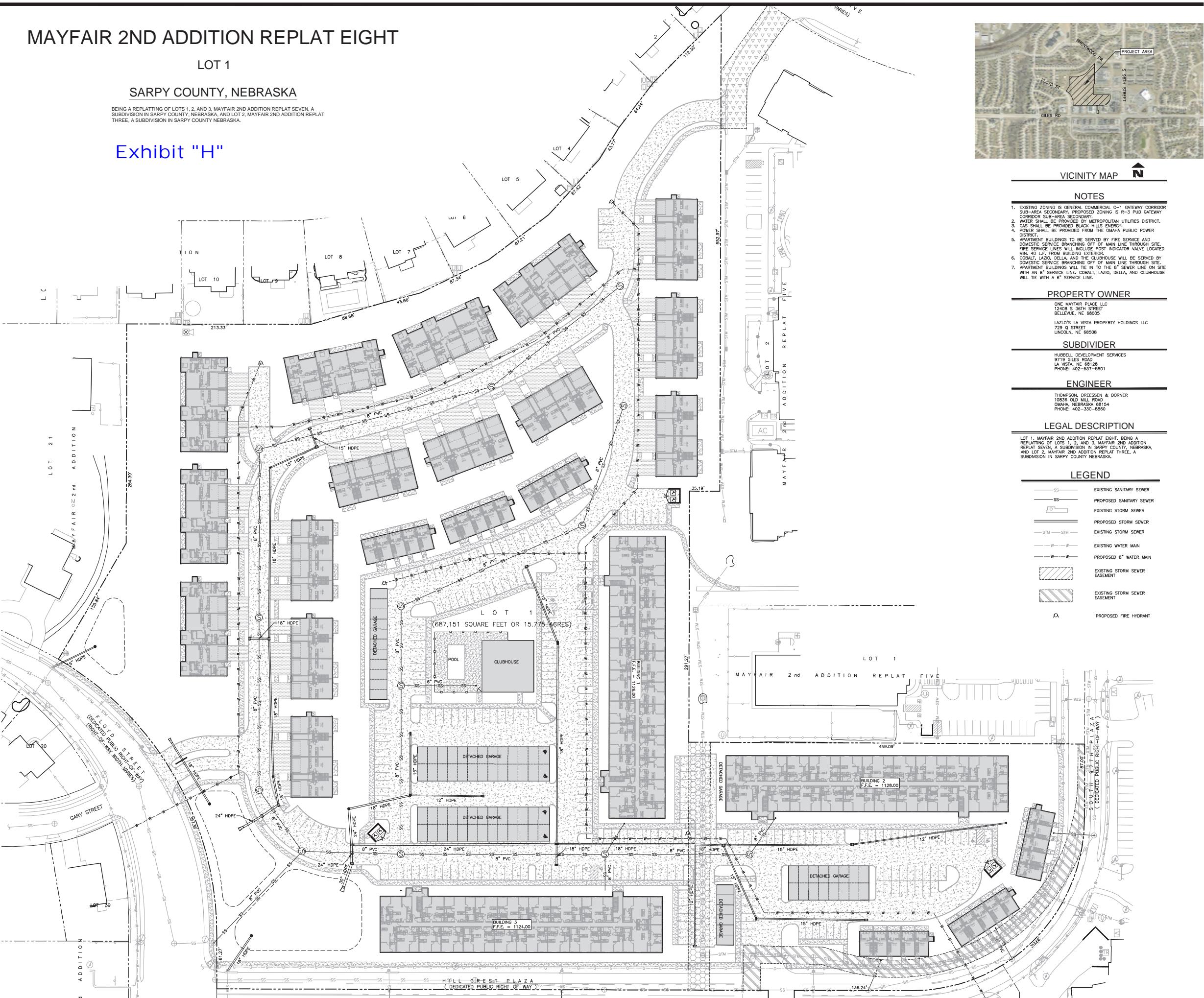
MAYFAIR 2ND ADDITION REPLAT EIGHT

LOT 1

SARPY COUNTY, NEBRASKA

BEING A REPLATTING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT SEVEN, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND LOT 2, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

Exhibit "H"



No.	Description	MM-DD-YY
1	Initial Submission	04-20-23
2	Final Plat	04-20-23
3	Final Plat	04-20-23
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180	Final Plat	04-20-23
181	Final Plat	04-20-23
182	Final Plat	

Exhibit "I"

LOT 1 MAYFAIR 2ND ADDITION REPLAT EIGHT
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 HRC Sagebrook Multifamily, LLC (hereinafter referred to as "Owner");

WITNESSETH:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewer services within Lot 1 Mayfair 2nd Addition Replat Eight, 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, the sufficiency of which is hereby acknowledged, 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 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; and
- 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 that:

- A. 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. 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. 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. The Owner is, or at time of construction will be, the Owner of the entire proposed sanitary sewer system situated within its boundaries.
- K. 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 the obligations of this Agreement.

- L. The 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. 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 Lot 1 Mayfair 2nd Addition Replat Eight
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

PAMELA BUETHE, CITY CLERK

DOUGLAS KINDIG, MAYOR

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.
)

On this _____ day of _____, 2022 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 therof to be their
voluntary act and deed.

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

Notary Public

HRC Sagebrook Multifamily, LLC, a Nebraska corporation

By: _____

Its: Owner

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)
) ss.
)

On this _____ day of _____, 2022 before me, a

Notary Public, duly commissioned and qualified in and for said County, appeared

_____, Owner of HRC Sagebrook Multifamily, LLC a Nebraska corporation, personally known to me to be

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

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, HRC Sagebrook Multifamily, 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 Lot 1 Mayfair 2nd Addition Replat Eight 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.

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.

6. 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.
7. 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.
8. 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.

9. 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

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

State _____)

County _____)

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

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

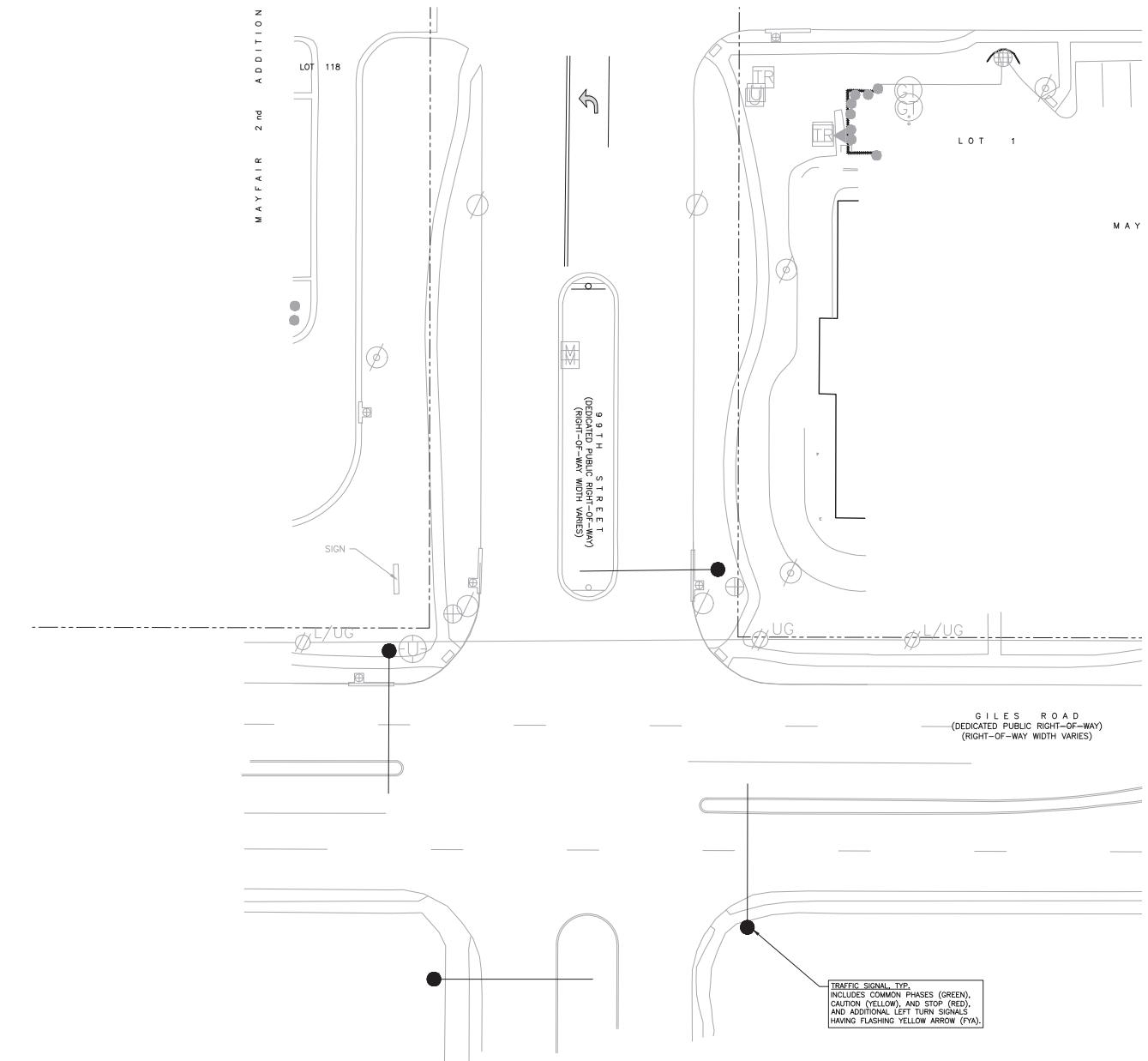
Routine Maintenance and Tasks Schedule

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.

Exhibit "L"



99TH & GILES ROAD SIGNALIZATION PLAN

1" = 20'



VICINITY MAP



NOTES

1. CITY AT ITS COST SHALL CONSTRUCT AND INSTALL, OR CAUSE THE CONSTRUCTION OR INSTALLATION OF, A TRAFFIC CONTROL SIGNAL SYSTEM AT THE INTERSECTION OF 99TH STREET AND GILES ROAD. SIGNAL WILL INCLUDE COMMON PHASES (GREEN), CAUTION (YELLOW), AND STOP (RED), AND ADDITIONAL LEFT TURN SIGNALS HAVING FLASHING YELLOW ARROW (FYA) AND BOTH PROTECTED AND PERMISSIVE TURN SIGNALS. SIGNAL SHALL BE PROVIDED IN ALL LANES; PROVIDED, HOWEVER, THAT SUCH PHASES FOR WESTBOUND TURN LANES SHALL BE INCLUDED ONLY IF REQUESTED BY A TRAFFIC STUDY. SUBDIVIDER SHALL CONTRACT WITH DESIGNER TO DESIGN AND CONSTRUCT SUCH SIGNAL, AS DETERMINED BY THE CITY ENGINEER.

PROPERTY OWNER

ONE MAYFAIR PLACE LLC
12408 S 36TH STREET
BELLEVUE, NE 68105
LAZLO'S LA VISTA PROPERTY HOLDINGS LLC
729 Q STREET
LINCOLN, NE 68508

SUBDIVIDER

HUBBELL DEVELOPMENT SERVICES
9719 OLD MILL ROAD
LA VISTA, NE 68128
PHONE: 402-537-5860

ENGINEER

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

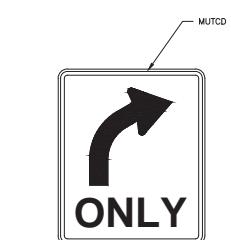
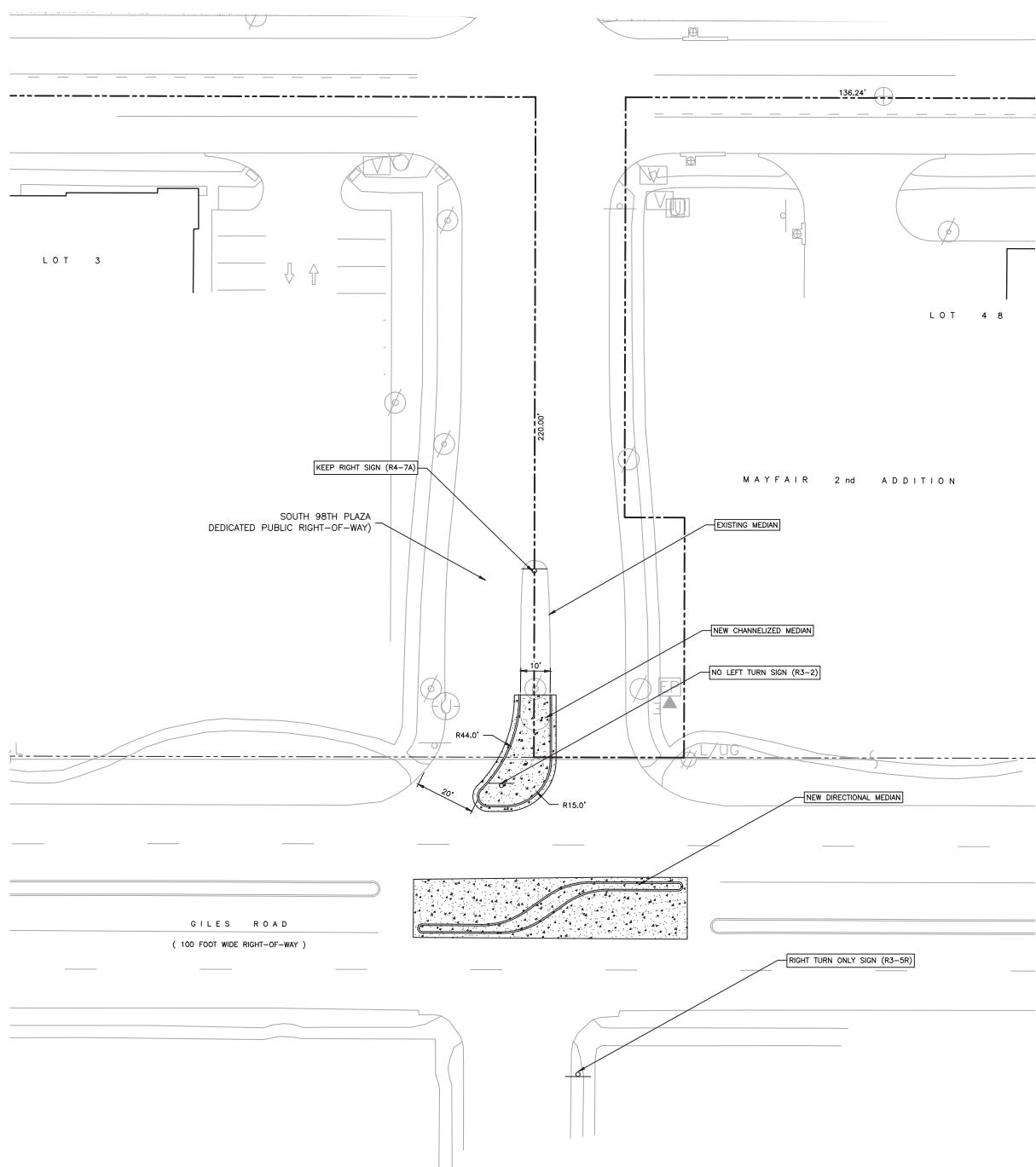
LEGAL DESCRIPTION

LOT 1, MAYFAIR 2ND ADDITION REPLAT EIGHT, BEING A REPLATING OF LOTS 1, 2, AND 3, MAYFAIR 2ND ADDITION REPLAT, REVERSED, IN THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND LOT 1, MAYFAIR 2ND ADDITION REPLAT THREE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA.

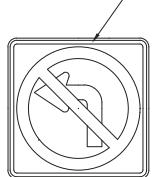


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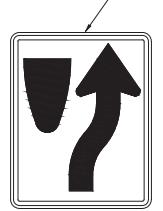
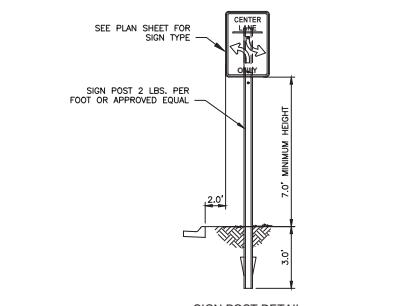
Exhibit "M"



RIGHT TURN ONLY SIGN DETAIL
NOT TO SCALE



NO LEFT TURN SIGN DETAIL
NOT TO SCALE



KEEP RIGHT SIGN DETAIL
NOT TO SCALE

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