

ITEM C

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 17, 2015 AGENDA**

Subject:	Type:	Submitted By:
APPLICATION FOR CONDITIONAL USE PERMIT, FINAL PUD PLAN, REPLAT & SUBDIVISION AGREEMENT – LOTS 1 & 2, BELLA LA VISTA (NE OF 132 ND & CENTECH ROAD)	◆ RESOLUTION (3) ◆ ORDINANCE (1) RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled for a conditional use permit (multiple family dwellings and a communication tower), to finalize the rezoning, and to approve the Final PUD Plan, replat and subdivision agreement for approximately 39.59 acres located northeast of 132nd Street and Centech Road.

FISCAL IMPACT

None.

RECOMMENDATION

~~Postpone~~Approve.

BACKGROUND

A public hearing has been scheduled to consider a conditional use permit (CUP), the Final PUD Plan, replat and subdivision agreement applications by Edward Rose Development Company, LLC for approximately 39.59 acres currently platted as Lots 1 and 2, Bella La Vista. The project is located on the east side of 132nd Street, generally between Chandler Road and Centech Road.

On October 21, 2014, the City Council held a public hearing on the rezoning and Preliminary PUD Plan, and voted to approve the Preliminary PUD Plan. At that hearing the Council identified two issues for further consideration at the time of the Final PUD Plan – the number of garages and the location of the cable television tower. Additional information has been submitted by the applicant and staff has provided additional comments in the staff report. The subdivision agreement and conditional use permit documents are also in final form.

Notices were mailed to residents notifying them of the public hearing. A detailed staff report is attached.

The Planning Commission held a public hearing on September 18, 2014, and recommended approval of the Final PUD Plan, Replat and CUP.

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

Section 1. Approval of Rezoning. On September 18, 2014, the La Vista Planning Commission conducted a public hearing on the matter of rezoning the tract of land set forth in Section 2 of this ordinance and reported to the City Council that it recommended approval of the zoning of said tract be changed from "C-3" Highway Commercial/Office Park District, Gateway Corridor District (Overlay District) to "R-3 PUD" High Density Residential, Planned Unit Development, Gateway Corridor District (Overlay District). On October 21, 2014, the City Council held a public hearing on said proposed change in zoning and found and determined that said proposed changes in zoning are advisable and in the best interests of the City. The City Council further found and determined that public hearings were duly held and notices, including published notice, written notice to adjacent property owners and notice posted at the properties, were duly given pursuant to Section 9.01 of the Zoning Ordinance. The City Council hereby approves said proposed changes in zoning as set forth in Section 2 of this ordinance.

Section 2. Amendment of the Official Zoning Map. Pursuant to Article 3 of the Zoning Ordinance, the following described tract of land is hereby rezoned from "C-3" Highway Commercial/Office Park District, Gateway Corridor District (Overlay District) to "R-3 PUD" High Density Residential, Planned Unit Development, Gateway Corridor District (Overlay District), and the Official Zoning Map of the City of La Vista is hereby amended to reflect the changes in zoning of the following described tracts of land from "C-3" Highway Commercial/Office Park District, Gateway Corridor District (Overlay District) to "R-3 PUD" High Density Residential, Planned Unit Development, Gateway Corridor District (Overlay District):

Lot 1, Bella La Vista, located in the SW ¼ of Section 18, T14N, R12E, of the 6th P.M., Sarpy County, Nebraska.

The amended version of the official zoning map of the City of La Vista is hereby adopted and shall be signed by the Mayor, attested to by the City Clerk and shall bear the seal of the City under the following words:

"This is to certify that this is the official zoning map referred to in Article 3 Section 3.02 of Ordinance No. 848 of the City of La Vista, Nebraska"

and shall show the date of the adoption of that ordinance and this amendment.

Section 3. Effective Date. This ordinance shall be in full force and effect upon the date passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 17TH DAY OF MARCH 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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RESOLUTION NO. 15 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 1 AND 2, BELLA LA VISTA, TO BE REPLATTED AS LOT 1, ANDOVER POINTE, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lots 1 and 2, Bella La Vista, to be replatted as Lot 1, Andover Pointe; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on September 18, 2014, the La Vista Planning Commission held a public hearing 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 Lots 1 and 2, Bella La Vista, to be replatted as Lot 1, Andover Pointe, a subdivision located in the Southwest ¼ of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northeast of 132nd Street and Centech Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 17TH DAY OF MARCH 2015.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. 15 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOT 1, ANDOVER POINTE SUBDIVISION.

WHEREAS, the City Council did on March 17, 2015, approve the replat for Lot 1, Andover Pointe Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, Edward Rose Development Company, LLC, has agreed to execute a Subdivision Agreement satisfactory in form and content to the City; and

NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement presented at the March 17, 2015, City Council meeting for the Andover Pointe Subdivision be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute same on behalf of the City, subject to the conditions of Council replat approval and with such modifications that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 17TH DAY OF MARCH 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. 15 - ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE FINAL PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOT 1, ANDOVER POINTE, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a final planned unit development plan for Lot 1, Andover Pointe; and

WHEREAS, the City Planner and the City Engineer have reviewed the final planned unit development plan; and

WHEREAS, the final planned unit development plan is consistent with the preliminary planned unit development plan approved by the City Council on October 21, 2014, with the exception of adding more garages to the final plan.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final Planned Unit Development (PUD) plan for Lot 1, Andover Pointe, located in the SW 1/4 of Section 18, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located northeast of 132nd Street and Centech Road be, and hereby is, approved.

PASSED AND APPROVED THIS 17TH DAY OF MARCH 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER: 2014-PUD-03;
2014-SUB-05, 2014-CUP-03

FOR HEARING OF:
Report Prepared on:

March 17, 2015
March 3, 2015

I. GENERAL INFORMATION

A. APPLICANT:

Mark Harrison
Edward Rose Development Company, LLC
6101 Newport Road, P.O. Box 3015
Kalamazoo MI, 49003-3015

B. PROPERTY OWNER:

Central State Bank
109 West Main
State Center, IA 50247

C. LOCATION: Northeast of 132nd and Centech Road

D. LEGAL DESCRIPTION: Lots 1 and 2 Bella La Vista

E. REQUESTED ACTION(S): Approval of Final PUD Plan, adopt rezoning ordinance, Conditional Use Permit, Replat for Lots 1 and 2 Bella La Vista, and waiver of Section 4.02 of the Subdivision Regulations regarding the continuation of adjacent streets.

F. EXISTING ZONING AND LAND USE: Lot 1 Bella La Vista: C-3 – Highway Commercial/Office Park District, Gateway Corridor District (Overlay District); Lot 2 Bella La Vista: R-3 – High Density Residential, PUD – Planned Unit Development (Overlay District), and Gateway Corridor District (Overlay District); Lot 1 is currently developed as a truck yard and Lot 2 is vacant.

G. PURPOSE OF REQUEST: Multi-family housing development.

H. SIZE OF SITE: 39.59 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The property has rolling terrain, sloping downwards to the south. Preliminary site grading, surcharging, and the installation of some underground infrastructure had been completed for a previous multi-family project (Bella La Vista).

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Millard Highlands South; R-1 Single-Family Residential

2. **East:** Southport West; C-3 Highway Commercial/Office Park, PUD – Planned Unit Development (Overlay District)
3. **South:** Southport West; C-3 Highway Commercial/Office Park, PUD – Planned Unit Development (Overlay District)
4. **West:** Centech Business Park; I-1 Light Industrial

C. RELEVANT CASE HISTORY:

1. Rezoning of the property from TA – Transitional Agriculture to R-3 – High Density Residential was approved May 16, 2006.
2. At their June 5, 2012 meeting, the City Council approved the Final PUD, Conditional Use Permit, Replat and Subdivision Agreement for the Bella La Vista development. The replat was never recorded and the development never progressed beyond initial rough site grading.
3. At their October 21, 2014 meeting, the City Council approved the Preliminary PUD plan for Andover Pointe and held a public hearing regarding the rezoning of Lot 1 Bella La Vista to R-3 – High Density Residential PUD.

D. APPLICABLE REGULATIONS:

1. Section 5.08 of the Zoning Regulations – R-3 High Density Residential
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development (Overlay District)
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
4. Article 6 of the Zoning Regulations – CUP – Conditional Use Permit
5. Section 3.08 of the Subdivision Regulations – Replats
6. Section 4.02 of the Subdivision Regulations – Design Standards; Streets
7. Article 8 of the Subdivision Regulations - Waivers

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates the area for high-density residential development.

B. OTHER PLANS: Traffic Impact Analysis.

C. TRAFFIC AND ACCESS:

1. The main access for the property will be the intersection of 132nd Street and Chandler Road. A secondary access will be constructed in a later phase at the intersection of 132nd Street and Centech Road.
2. The developer is requesting a waiver of Section 4.02 of the Subdivision Regulations, Design Standards for Streets,

waiving the requirement for an extension of existing streets that abut the plat at 130th Street and Highland Boulevard. The developer has requested the waivers as the development will provide two routes of ingress/egress through 132nd Street and Chandler Road as well as 132nd and Centech Road, alleviating the need for additional connections to the north. The internal street system is proposed and designed as private roads and not intended for public access.

3. A traffic impact analysis has been reviewed by Felsburg, Holt & Ullevig the traffic engineering consultant hired by the City. They have found the study to be acceptable.

The study recommends the widening of a portion of 132nd Street to include northbound and southbound left turn bays at Chandler Road, as well as a northbound right turn lane. Staff has requested the addition of this activity to the phasing plan.

The study has noted that existing traffic volumes on 132nd Street warrant a southbound right-turn bay at Chandler Road. However, that is due to existing traffic and will not serve new traffic to or from the proposed Andover Pointe development; therefore, the southbound right-turn bay has not been required as part of the street widening of 132nd Street by this development.

Staff has discussed the phasing of the development regarding emergency access routes. The proposal shows Phases 1 and 2 being served by a single point of access from 132nd Street. When Phase 3 develops, a second access from 132nd Street would be constructed. Staff recommends within the Conditional Use Permit the improvement/maintenance of the temporary the southern construction entrance at Centech towards the northern end of the property to allow for secondary emergency access until the completion of Phase 3.

4. The intersection of 132nd and Giles is currently scheduled for reconstruction in 2016. According to the developer's proposed phasing schedule, the reconstruction would likely be completed, or nearly completed, before the construction of Phase 3.

D. UTILITIES:

1. The property has access to water, sanitary sewer, gas, power and communication utilities along 132nd Street.
2. Storm water management fees will be collected at the time of building permit and will be remitted to the Papillion Creek

IV. REVIEW COMMENTS:

1. Section 7.05.08 of the Zoning Ordinance requires multi-family developments to have a minimum of 0.5 enclosed garages per unit. The developer requested a reduction in this minimum to 0.25 based on their experience with garage usage.

However, after the October 21, 2014 City Council meeting the developer adjusted their site plan to increase the minimum to 0.30 enclosed garages per unit. They also provided rationale that has been attached to this packet for review.

Staff has reviewed the last five apartment complex developments in La Vista and their related garage counts:

Complex Name	Total APT	Total BR	No. of Garages	G/BR
Harrison Hills	484	634	323	0.509464
Brentwood Park	336	464	110	0.237069
Cimarron Terrace	276	324	168	0.518519
Harrison Heights	112	172	55	0.319767
Orchards at Wildwood	48	72	0	0
	1256	1666	656	0.393758
			AVG/4	0.396205

The Police Department has recently noted issues of garage units in existing apartment complexes being rented out to non-residents for use as storage units.

Based on the review of the rationale and the additional analysis by staff, it is recommended that Condition 2(d) of the Conditional Use Permit specifically allow for 0.30 fully enclosed single-vehicle parking garages per residential unit.

2. In addition to the rationale provided on the garages, the developer has also provided additional input on the tower as requested at the October 21, 2014 City Council meeting.
3. The proposed development has completed the design review process under the Gateway Corridor District Regulations. Design review documentation has been included in your packet.
4. The developer is requesting a waiver of Section 4.02 of the Subdivision Regulations, Design Standards for Streets, waiving the requirement for an extension of existing streets that abut the plat at 130th Street and Highland Boulevard.

The developer has requested the waivers as the development will provide two routes of ingress/egress through 132nd Street and

Chandler Road as well as 132nd and Centech Road, alleviating the need for additional connections to the north. The internal street system is proposed and designed as private roads and not intended for public access.

5. The applicant has revised the plans to show no encroachment onto NDOR right of way for I-80 and therefore would not have to obtain a permit to work on state right-of-way. The applicant has also prepared a drainage study indicating that they do not propose to *increase* the peak flows being discharged onto NDOR right-of-way. However, since the runoff will be discharged onto NDOR property, the drainage study is required to be submitted to the NDOR to avoid future delays or costs related to any claims about inadequate management of storm water runoff. The drainage report has been submitted and reviewed by NDOR. Through a January 23, 2015 email to the City Engineer, NDOR approved of the Preliminary Drainage Report.
6. Chapter 154 of the City Municipal Code requires a Post Construction Storm Water Management Plan (PCWSMP). A permit will be required through the Permixon website that is utilized by all Papillion Creek Watershed Partnership communities. A PCSWMP and a draft Maintenance Agreement have been provided in the draft Subdivision Agreement. The PCSWMP will be reviewed in detail as part of the review process through the Permixon web site, but the concept of using several extended detention basins to serve the development is acceptable. Some ponds will have permanent pools.
7. Staff has requested changes to the phasing plan to include a line item for the widening of 132nd Street at Chandler, as well as to correct an assumed error in the building construction start date of Phase 1.

V. PLANNING COMMISSION RECOMMENDATION:

During their regular meeting on September 18, 2014, the Planning Commission recommended approval of the Andover Pointe Final PUD Plan through a vote of 7-0. The Replat of Lots 1 and 2 Bella La Vista to Lot 1, Andover Pointe was also recommended for approval through a 7-0 vote. The Planning Commission also recommended approval of the Conditional Use Permit for Andover Pointe through a vote of 7-0.

VI. STAFF RECOMMENDATION - Final PUD:

Approval of Final PUD Plan for Lots 1 and 2 Bella La Vista (to be replatted as Lot 1 Andover Pointe).

VII. STAFF RECOMMENDATION – Conditional Use Permit:

Approval of a Conditional Use Permit for Lots 1 and 2 Bella La Vista (to be replatted as Lot 1 Andover Pointe).

VIII. STAFF RECOMMENDATION - Replat:

Approval of Replat for Lots 1 and 2 Bella La Vista, being replatted as Lot 1 Andover Pointe, subject to the satisfactory resolution of the following issues:

1. Final approval of the Subdivision Agreement and Conditional Use Permit as approved by the City Attorney.
2. Approval of a waiver of Section 4.02 of the Subdivision Regulations, Design Standards for Streets.

IX. ATTACHMENTS TO REPORT:

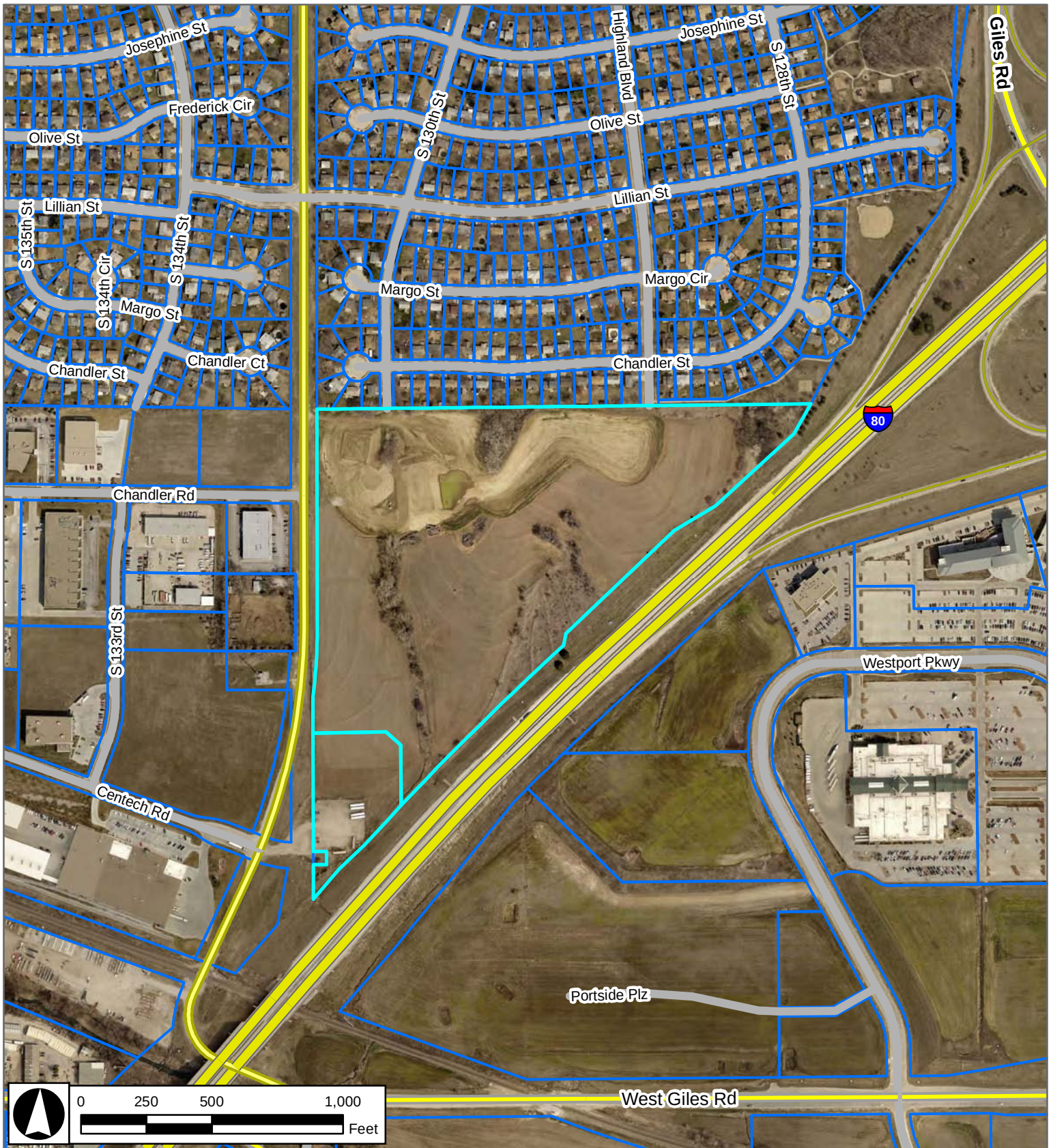
1. Vicinity Map
2. Justification rationale for garages and towers provided by developer
3. PUD Site Plan
4. Conditional Use Permit
5. Preliminary Plat
6. Final Plat
7. Waiver request letter
8. Subdivision Agreement

X. COPIES OF REPORT SENT TO:

1. Mark Harrison, Edward Rose Development Company, LLC
2. Jason Thiellen, E & A Consulting Group
3. Public Upon Request

Prepared by: _____

Community Development Director	Date
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Vicinity Map

Andover Pointe PUD, Replat, and CUP

March 17, 2014
CAS



Andover Pointe – Garage Increase Rationale

Background

- The City of La Vista City Council asked that we reconsider our requested ratio based on the vacancy demonstrated at Brentwood Park Apartments (La Vista) during the summer and winter 2013 renting cycles;
- The Andover Pointe C.U.P. requested and Preliminary PUD specified (as discussed with Staff) an enclosed garage ratio of .25/unit (25%) based on historical data provided by the developer and was approved by the Planning Commission at the September 18, 2014 City of La Vista Public Hearing meeting;
- Andover Pointe is designed at 438 units; and
- La Vista ordinance for enclosed garages is .5/unit (50%);
- The Andover Pointe original proposed design was for 114 enclosed garages (26% - 114 garages / 438 units) – see calculations below

Design

- Garage ratio is based on experience and our customer base - Our current internal design standard for garages is based on historical input from on-site personnel and tenant input (as is our current internal design standard for on-site parking of 2 parking spaces/unit);
- Brentwood Park garages were built at a ratio of 31.55% (106 garages / 336 units) and experienced a 96.23% occupancy in the summer of 2013 and a 98.11% occupancy in the winter of 2013;
- Garage occupancy is fluid - Brentwood Park garage occupancy for the latest 2014 summer rental cycle was 94.34% (down 2% from 2013 summer);
- A summary of the Original Proposed Design and Revised Proposed Design:
 - Originally Proposed Design (current internal design standard)

▪ 36 unit buildings	10 garages x 1 buildings = 10 garages
▪ 30 unit buildings	8 garages x 7 buildings = 56 garages
▪ 24 unit buildings	6 garages x 8 buildings = <u>48</u> garages
▪ Total	114 garages (26%)
 - Revised Proposed Design

▪ 36 unit buildings	12 garages x 1 buildings = 12 garages
▪ 30 unit buildings	10 garages x 7 buildings = 70 garages
▪ 24 unit buildings	6 garages x 8 buildings = <u>48</u> garages
▪ Total	130 garages (30%)

Summary

- The Revised Proposed Design addresses City Council's request to consider additional garages within our design;
 - Increase from 114 (26%) to 130 (30%);

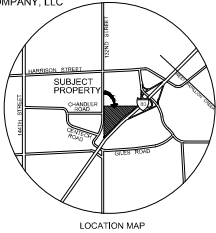
- Allows developer to utilize existing design approved garage structures throughout the development

Moving Forward

- We respectfully request that the City Council approve:
 - changes to proposed Conditional Use Permit:
 - The second Whereas, sheet 1 – change from 114 to 130 detached enclosed garages ; and
 - Item 2.d., sheet 2 – change .25 to 130 fully enclosed garages
 - Changes to the proposed Subdivision Agreement:
 - The second Whereas, sheet 1 – change from 114 to 130 detached enclosed garages ; and
 - Changes to the Final PUD from 114 to 130 garages

ANDOVER POINTE APARTMENTS
LA VISTA, NEBRASKA
SARPY COUNTY

PREPARED BY:
EDWARD ROSE DEVELOPMENT COMPANY, LLC
6101 NEWPORT ROAD
KALAMAZOO, MICHIGAN 49002
269/323-9404



BUILDING SCHEDULE					
BUILDING TYPE	ONE BEDROOM	TWO BEDROOM	TOTAL UNITS	TYPE OF BUILDING	NUMBER OF BUILDINGS
A	16	8	24	3 STORY	4
A-B	16	8	24	2 1/2-3 STORY	4
B	19	11	30	3 STORY	3
B-B	19	11	30	2 1/2-3 STORY	4
C-B	22	14	36	2 1/2-3 STORY	1

TOTAL UNITS _____ 438 (11.09 D.U./A.)
ONE BEDROOM _____ 283
TWO BEDROOM _____ 155

SITE SIZE _____ 39.7 ACRES

PARKING SPACES _____ 906 (593 REQUIRED*)
OPEN SPACES: 734 STANDARD SPACES
42 BARRIER FREE SPACES
GARAGE SPACES: 130 (219 REQUIRED*)
114 STANDARD SPACES
16 BARRIER FREE SPACES

BUILDING COVERAGE _____ 10.74%
PARKING LOT & DRIVE COVERAGE _____ 29.53 %
OPEN SPACE _____ 59.52 %

NOTE:
1. ALL PARKING SPACES ARE 14' WIDE. SINGLE-LEVEL PARKING AREAS ARE 44' WIDE. PARKING SPACES ARE 4' x 20'. GARAGES ARE 12' x 21'.
2. ALL PRIVATE DRIVES ARE 20' WIDE. DRIVEWAYS ADJACENT TO PARKING LOTS ARE 5' WIDE.
3. ALL OTHER DRIVEWAYS LESS THAN 200' IN LENGTH ARE 8' WIDE MINIMUM. OVER 200' IN LENGTH TO BE 5' MINIMUM.
4. ALL DRIVEWAYS HAVE 2" WIDE CONCRETE CURBS.
* REQUIRED PER ZONING ORDINANCE 7.2B.
** REQUIRED PER ZONING ORDINANCE 7.2C.02

CHANGE: 4 UNIT GARAGE INCREASED TO 6 UNIT GARAGE



Andover Pointe – Antenna Tower Rationale

Background

- The City of La Vista City Council asked that we look into alternative TV antenna tower options due to the locations and aesthetics of the proposed lattice tower at the October 21st, 2014 City Council meeting;
- The Andover Pointe C.U.P. requested and Preliminary PUD identified (as discussed with Staff) an antenna tower to provide television service for our resident and was approved by the Planning Commission at the September 18, 2014 City of La Vista Public Hearing meeting;
- The FAA has approved the location and height of the proposed tower. It does not:
 - present a hazard to air navigation;
 - require illumination; and
 - need to be painted

Technology

- The “cleanest” possible signal is required to ensure a quality signal for viewing;
- Each channel will require its own specific antenna (SITCO-YAGI antennas – see attached engineering specifications) with minimum spacing requirements when mounting to the tower parallel to the ground (see attached Antenna Loading Sketch);
- Due to the required spacing requirements (dependent on each channel), tower designs disguising the individual antennas are not commercially available;
- There may be some confusion between cell tower technology and over-the-air television signal reception technology; and
 - Camouflage or disguise technology does exist for cell tower signal reception and transmission but not for over-the air television signal reception

Safety

- A lattice tower structure (ROHN tower – see attached engineering specifications) is the safest because:
 - Offers the lowest wind resistance; and
 - Climbing and stationary work are done with a safety harness attached to the tower at all times

Design

- Placing the tower as proposed allows us to use an area within the community building for signal amplification and distribution, reducing the need for an additional structure on the property; and
- Relocating the tower presents several design challenges and concerns:
 - To the south
 - Tower now closer to I-80

- A much taller tower will be required
- Taller tower will require larger fall radius
- Additional building may be required for amplification and distribution
- To the east
 - Will still be visible to neighbors to the north
 - Potential space claim conflicts with detention pond area
 - Additional building may be required for amplification and distribution

Aesthetics

- A lattice tower is an “open-air” design and less obvious in the horizon than monopole (similar to telephone pole);
- The tower will be visible to the neighbors from the north when looking skyward to the south or southwest;
 - Our landscape design places trees between the tower and neighbors to the north (see attached Cross Section A of Sections Plan and Landscape Plan)
 - The tower does not need to be illuminated
 - The tower does not need to be painted
- Pass-by traffic from I-80 should not be an issue due to the inherent speed of traffic, its distance from the highway and open air design;
- Pass-by traffic going south on 132nd should not be an issue as the tower is toward the northern property line which is shielded by homes, existing trees and vegetation and future proposed plantings (per attached Landscaping Plan); and
- Pass by traffic going north on 132nd should not be an issue as the tower will be shielded by the inherent land elevation, telephone poles along the east side of 132nd Street and future proposed plantings (per Landscaping Plan).

Legal Justification

- We have provided Staff with a copy of the 2002 legal opinion from Deborah C. Costlow, Esq. regarding the OTARD Rule (Over-the-Air Reception Device Rule).

Summary

- We have provided additional information regarding the current technology and design criteria for City Council consideration.

Moving Forward

- Given the current technology, our design requirements of the site and our landscaping, we respectfully request that the current TV antenna tower specified and designed on the PUD be approved by City Council.

Standard-SSV									
FILE NO.									
REV	DESCRIPTION	REVISIONS							
		DATE	BY	CHK	APP	DATE	BY	CHK	APP
1	USED MATERIALS								
2	CHANGED PARTS								
3	DATE: 10/10/90								
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FILE NO.

Standard-SSV

REV.

DESCRIPTION

DWGN

CHK

APP.

2

UPDATED

JDM

ME

HA

3

DATE: 10/25/2006
SPECIALTY LIFT IN
ANCHOR BOLT DATA COLUMN

JMS

KTL

HA

4

DATE: 10/25/2006
ADDED REFERENCE TO GENERAL NOTE #1

JMS

JDM

HA

DATE: 10/25/2007

DWG REFERENCE

ROHN

PRODUCTS

6718 WEST PLANK ROAD

PEORIA, IL 61604

TOLL FREE 800-727-5044

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FOUNDATION

MODEL SSV TOWER N SERIES

DWGN:

WOU

CHKD:

CW

DATE:

Sep/11/1987

ENGR:

XK

DRAWING NO:

D870480

REV:

4

TOWER BASE NO.	ALLOW. LOAD (POUNDS)	ALLOW. SQUARE FOOTAGE (S.F.)	ANCHOR BOLT DATA				PIER AND PAD				MAT				DRILL AND BELL				DRILLED PIER																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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STANDARD FOUNDATION NOTES

1. FOUNDATION DESIGNS ARE IN ACCORDANCE WITH ANSI/TIA/EIA-222-F "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", SECTION 7, FOR "NORMAL" SOIL CONDITIONS. "NORMAL" SOIL IS DEFINED AS DRY, COHESIVE SOIL WITH AN ALLOWABLE NET VERTICAL BEARING CAPACITY OF 4000 PSF (192 kPa) AND AN ALLOWABLE NET HORIZONTAL PRESSURE OF 400 PSF PER LINEAL FOOT OF DEPTH (62.8 kPa per LINEAL METER OF DEPTH) TO A MAXIMUM OF 4000 PSF (192 kPa).
2. THE PURCHASER MUST VERIFY THAT ACTUAL SITE SOIL PARAMETERS MEET OR EXCEED E.I.A. "NORMAL" SOIL PARAMETERS AND THAT THE DEPTH OF STANDARD FOUNDATIONS ARE ADEQUATE BASED ON THE FROST PENETRATION AND/OR ZONE OF SEASONAL MOISTURE VARIATION AT THE SITE. FOUNDATION DESIGN MODIFICATIONS MAY BE REQUIRED IN THE EVENT "NORMAL" SOIL PARAMETERS ARE NOT APPLICABLE FOR THE ACTUAL SUBSURFACE CONDITIONS ENCOUNTERED.
3. FOUNDATION DESIGNS ASSUME FIELD INSPECTIONS WILL BE PERFORMED BY THE PURCHASER'S REPRESENTATIVE TO VERIFY THAT CONSTRUCTION MATERIALS, INSTALLATION METHODS AND ASSUMED DESIGN PARAMETERS ARE ACCEPTABLE BASED ON THE CONDITIONS EXISTING AT THE SITE.
4. WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
5. ANCHOR BOLTS SHALL MEET OF EXCEED THE REQUIREMENTS OF ASTM F1554-S2, S5 GRADE 105 AND SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION (FULL EFFORT OF A MAN USING AN ORDINARY SPUD WRENCH).
6. NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL ANCHOR BOLTS.
7. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE STATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
8. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENT OF ACI 318 CHAPTER 4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. AS A MINIMUM, CONCRETE SHALL DEVELOP MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (20.7 MPa) IN 28 DAYS.
9. MAXIMUM SIZE OF AGGREGATE SHALL NOT EXCEED SIZE SUITABLE FOR INSTALLATION METHOD UTILIZED OR 1/3 CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING. MAXIMUM SIZE MAY BE INCREASED TO 2/3 CLEAR DISTANCE PROVIDED WORKABILITY AND METHODS OF CONSOLIDATION SUCH AS VIBRATING WILL PREVENT HONEYCOMBS OR VOIDS.
10. REINFORCEMENT SHALL BE DEFORMED AND CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60 UNLESS OTHERWISE NOTED. SPLICES IN REINFORCEMENT SHALL NOT BE ALLOWED UNLESS OTHERWISE INDICATED.
11. REINFORCING CAGES SHALL BE BRACED TO RETAIN PROPER DIMENSIONS DURING HANDLING AND THROUGHOUT PLACEMENT OF CONCRETE.
12. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
13. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES (76 mm) UNLESS OTHERWISE NOTED. APPROVED SPACERS SHALL BE USED TO INSURE A 3 INCH (76 mm) MINIMUM COVER ON REINFORCEMENT.

FILE NO.

Standard-SSV

REV	DESCRIPTION	REVISIONS		
		DATE	CHK	APP
11	REVISION IN AUTOCAD		H.A	
12	DATE: APR 04/2006		JMS	
13	REVISION NOTE #277: ADDED TIE BAR SPACERS		JMS	
14	DATE: SEP 05/2008		JMS	

DWG REFERENCE

ROHN
PRODUCTS

6718 WEST PLANK ROAD
PEORIA, IL 61604
TOLL FREE 800-727-ROHN
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FOUNDATION
MATERIAL INSTALLATION NOTES

DRAWN: CSK
ENGR: XK
DATE: JUN 17/1984

DRAWING NO: B841300
REV: 12

MU SERIES UHF

UHF YAGI ARRAYS

The SITCO MU-Series solid bar antenna arrays have been developed as a new line of antennas for UHF TV service. The MU antennas may be obtained as single bays, stacks or quad mounted models.

The new SITCO MU-Series antennas are tuned to cover any desired UHF TV channel. Wide element spacing is used to produce a sharp directivity "pick-up" pattern, which in turn produces clean, ghost-free picture quality.

The MU-Series antenna arrays use HEAVY DUTY construction throughout to insure long lasting duty at sites where weather conditions require mechanical durability.

UHF QUAD ARRAYS are manufactured and designed for the systems that require high gain, high signal-to-noise ratio, high front-to-back ratio and sharp forward signal "pick-up." These arrays are ideally suited for the installations that not only require excellent signal "pick-up" but also reliable and durable construction for a long lasting installation.

ELECTRICAL SPECIFICATIONS

MODEL MU12-1 12-ELEMENT YAGI

Channels 14 through 83/European channels 21E - 69E	
Forward gain, single	14.5db.
Stacked	17.0db.
Front-to-back ratio	24.5db.
Front-to-side ratio	16.5db.
Horizontal angle	28 degrees

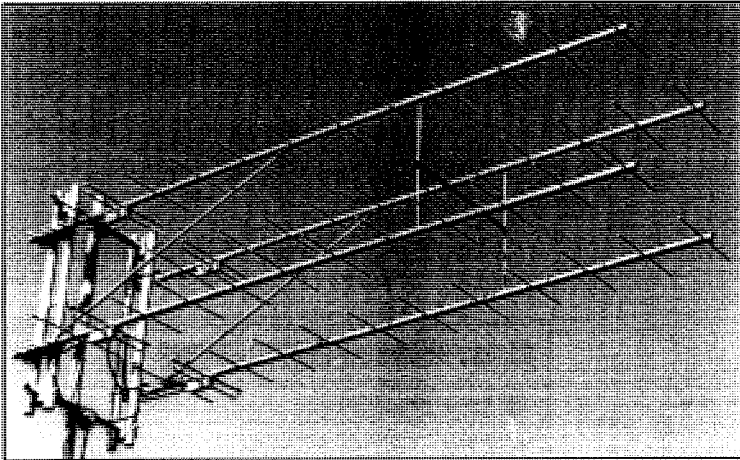
MODEL MU48-4 48-ELEMENTS

Channels 14 through 83/European channels 21E - 69E	
Forward gain	20.0db.
Front-to-back ratio	27db.
Front-to-side ratio	18db.
Horizontal angle	20 degrees

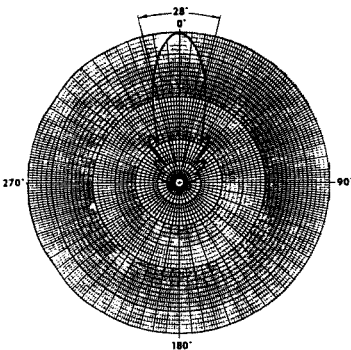
PHYSICAL SPECIFICATIONS:

See table on page 20

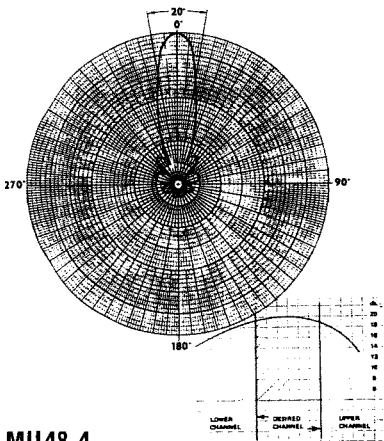
MODEL MU12-1 12-ELEMENT YAGI



MODEL MU48-4 48-ELEMENT YAGI



MU12-1



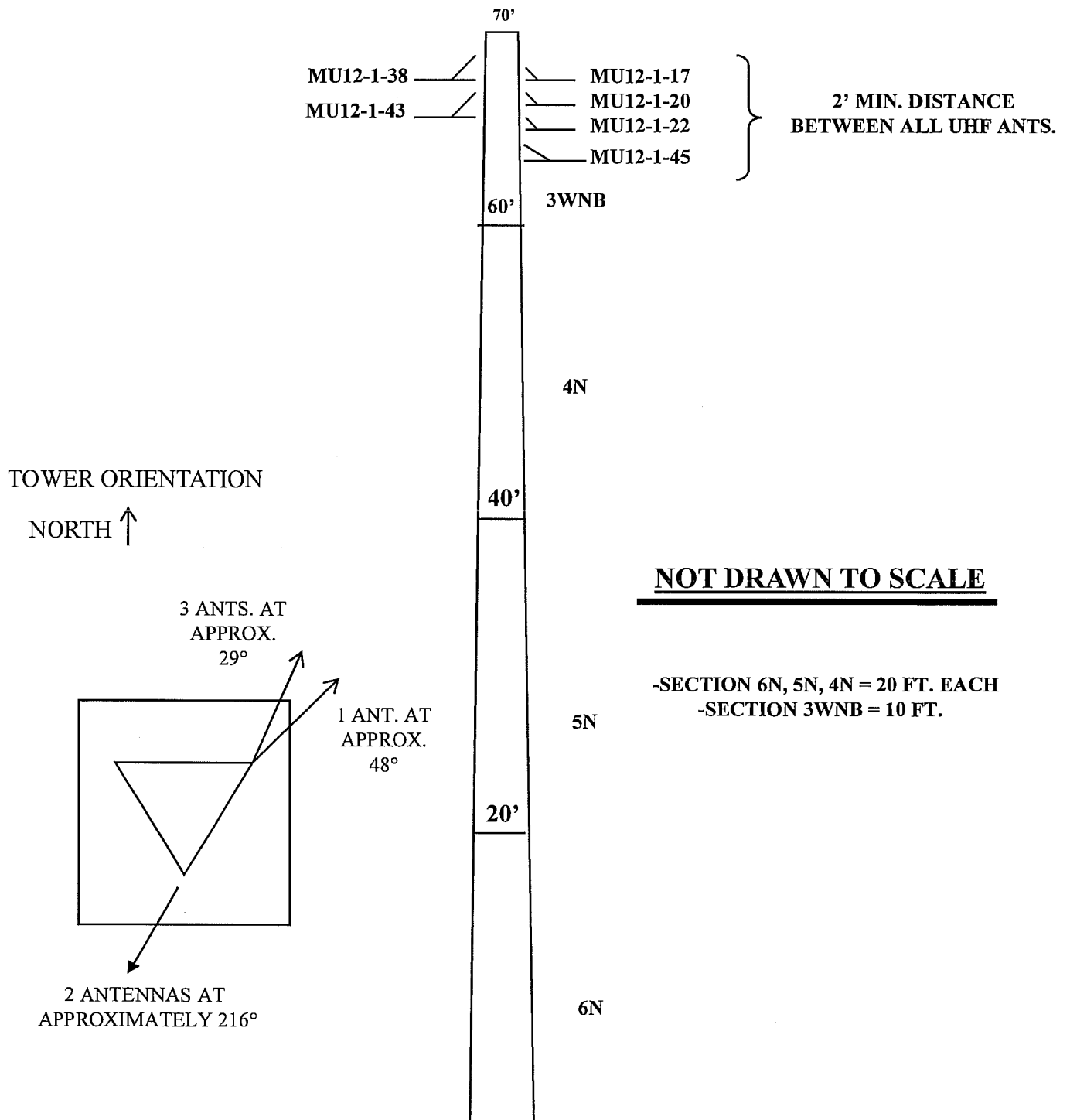
MU48-4

ANTENNA PHYSICAL SPECIFICATIONS

ANTENNA MODEL	WT (LB)	WT (KG)	BOOM (IN)	BOOM (CM)	WIDTH (IN)	WIDTH (CM)	HEIGHT (IN)	HEIGHT (CM)	PROJECTED AREA: CLEAR				PROJ. AREA: 1/2" RADIAL ICE			
									FRONT (FT²)	FRONT (M²)	SIDE (FT²)	SIDE (M²)	FRONT (FT²)	FRONT (M²)	SIDE (FT²)	SIDE (M²)
EC32-4-FM	120.0	54.5	174.0	442.0	138.3	351.2	79.3	201.3	5.55	0.52	5.25	0.49	10.93	1.02	9.33	0.87
EC48-4-7	50.0	22.7	144.0	365.8	82.0	208.3	52.0	132.1	3.52	0.33	3.76	0.35	6.92	0.64	7.03	0.65
EC48-4-8	50.0	22.7	140.0	355.6	81.0	205.7	52.0	132.1	3.51	0.33	3.69	0.34	6.88	0.64	6.92	0.64
EC48-4-9	43.0	19.5	137.0	348.0	80.0	203.2	52.0	132.1	3.50	0.33	3.65	0.34	6.84	0.64	6.83	0.63
EC48-4-10	43.0	19.5	132.0	335.3	79.0	200.7	52.0	132.1	3.49	0.32	3.57	0.33	6.81	0.63	6.68	0.62
EC48-4-11	47.0	21.4	131.0	332.7	78.0	198.1	52.0	132.1	3.48	0.32	3.55	0.33	6.77	0.63	6.65	0.62
EC48-4-12	45.0	20.5	128.0	325.1	77.0	195.6	52.0	132.1	3.47	0.32	3.51	0.33	6.73	0.63	6.56	0.61
EC48-4-13	43.0	19.5	125.0	317.5	76.0	193.0	52.0	132.1	3.46	0.32	3.46	0.32	6.69	0.62	6.47	0.60
EML8-1-2/6	25.3	11.5	113.7	288.8	108.3	275.1	4.1	10.5	0.53	0.05	3.44	0.32	1.38	0.13	4.48	0.42
EML8-1-7/13	17.0	7.7	82.1	208.4	33.9	86.2	3.4	8.6	0.34	0.03	2.11	0.20	0.73	0.07	2.93	0.27
EML8-1-FM	21.4	9.7	99.2	251.9	67.1	170.3	4.1	10.5	0.42	0.04	3.03	0.28	1.02	0.09	3.97	0.37
ECL12-1-2/6	32.3	14.7	159.8	406.0	108.3	275.1	4.1	10.5	0.53	0.05	4.77	0.44	1.38	0.13	6.13	0.57
ECL12-1-7/13	20.6	9.4	123.3	313.1	33.9	86.2	3.4	8.6	0.34	0.03	3.08	0.29	0.73	0.07	4.18	0.39
ECL12-1-FM	26.8	12.2	141.9	360.4	67.1	170.3	4.1	10.5	0.42	0.04	4.25	0.39	1.02	0.09	5.49	0.51
ECL16-1-14/69	4.0	1.8	55.6	141.1	12.6	31.9	2.3	5.7	0.28	0.03	1.06	0.10	0.55	0.05	1.69	0.16
MU12-1-15	2.7	1.2	67.3	170.8	13.2	33.4	0.8	1.9	0.21	0.02	0.54	0.05	0.55	0.05	1.25	0.12
MU12-1-20	2.6	1.2	64.0	162.6	12.4	31.4	0.8	1.9	0.21	0.02	0.52	0.05	0.54	0.05	1.22	0.11
MU12-1-24	2.6	1.2	62.0	157.5	11.8	30.0	0.8	1.9	0.21	0.02	0.51	0.05	0.54	0.05	1.19	0.11
MU12-1-28	2.5	1.1	59.5	151.1	11.3	28.7	0.8	1.9	0.21	0.02	0.50	0.05	0.54	0.05	1.16	0.11
MU12-1-32	2.5	1.1	57.3	145.4	10.8	27.5	0.8	1.9	0.21	0.02	0.49	0.05	0.53	0.05	1.13	0.11
MU12-1-38	2.4	1.1	54.3	137.8	10.2	26.0	0.8	1.9	0.21	0.02	0.47	0.04	0.53	0.05	1.10	0.10
MU12-1-42	2.3	1.1	52.5	133.4	9.8	25.0	0.8	1.9	0.20	0.02	0.46	0.04	0.52	0.05	1.08	0.10
MU12-1-47	2.3	1.0	50.6	128.6	9.4	23.9	0.8	1.9	0.20	0.02	0.45	0.04	0.52	0.05	1.05	0.10
MU12-1-50	2.2	1.0	49.5	125.7	9.2	23.3	0.8	1.9	0.20	0.02	0.45	0.04	0.52	0.05	1.04	0.10
MU12-1-54	2.1	1.0	48.5	123.2	8.8	22.5	0.8	1.9	0.20	0.02	0.44	0.04	0.51	0.05	1.03	0.10
MU15-1-57	2.5	1.1	58.6	148.9	8.6	21.9	0.8	1.9	0.20	0.02	0.49	0.05	0.51	0.05	1.15	0.11
MU15-1-62	2.3	1.1	56.5	143.5	8.3	21.0	0.8	1.9	0.20	0.02	0.48	0.04	0.51	0.05	1.12	0.10
MU15-1-69	2.2	1.0	54.8	139.1	7.8	19.9	0.8	1.9	0.20	0.02	0.47	0.04	0.51	0.05	1.10	0.10
MU48-4-15	11.0	5.0	67.3	170.8	49.2	124.9	43.1	109.5	0.27	0.03	20.33	1.89	0.86	0.08	21.04	1.96
MU48-4-20	10.9	5.0	64.0	162.6	48.4	122.9	43.1	109.5	0.27	0.03	19.35	1.80	0.86	0.08	20.05	1.86
MU48-4-24	10.9	4.9	62.0	157.5	47.8	121.4	43.1	109.5	0.27	0.03	18.76	1.74	0.85	0.08	19.44	1.81
MU48-4-28	10.8	4.9	59.5	151.1	47.3	120.2	43.1	109.5	0.27	0.03	18.01	1.67	0.85	0.08	18.67	1.73
MU48-4-32	10.8	4.9	57.3	145.4	46.8	119.0	43.1	109.5	0.27	0.02	17.33	1.61	0.84	0.08	17.98	1.67
MU48-4-38	10.0	4.5	54.3	137.8	40.2	102.2	37.1	94.1	0.26	0.02	14.15	1.31	0.79	0.07	14.78	1.37
MU48-4-42	9.9	4.5	52.5	133.4	39.8	101.2	37.1	94.1	0.26	0.02	13.70	1.27	0.78	0.07	14.31	1.33
MU48-4-47	9.9	4.5	50.6	128.6	39.4	100.1	37.1	94.1	0.26	0.02	13.22	1.23	0.78	0.07	13.82	1.28
MU48-4-50	9.8	4.5	49.5	125.7	39.2	99.5	37.1	94.1	0.26	0.02	12.93	1.20	0.78	0.07	13.52	1.26
MU48-4-54	9.0	4.1	48.5	123.2	33.8	86.0	32.0	81.3	0.25	0.02	10.97	1.02	0.73	0.07	11.55	1.07
MU60-4-57	9.4	4.2	58.6	148.9	33.6	85.4	32.0	81.3	0.25	0.02	13.22	1.23	0.73	0.07	13.87	1.29
MU60-4-62	9.2	4.2	56.5	143.5	33.3	84.5	32.0	81.3	0.25	0.02	12.74	1.18	0.73	0.07	13.39	1.24
MU60-4-69	9.1	4.1	54.8	139.1	32.8	83.4	32.0	81.3	0.24	0.02	12.35	1.15	0.72	0.07	12.98	1.21
MU192-16-15	41.5	18.9	67.3	170.8	121.2	307.7	121.2	307.7	0.40	0.04	56.77	5.27	1.49	0.14	57.49	5.34
MU192-16-20	41.4	18.8	64.0	162.6	120.4	305.8	121.2	307.7	0.40	0.04	54.03	5.02	1.48	0.14	54.73	5.08
MU192-16-24	41.4	18.8	62.0	157.5	119.8	304.3	121.2	307.7	0.40	0.04	52.35	4.86	1.48	0.14	53.03	4.93
MU192-16-28	41.3	18.8	59.5	151.1	119.3	303.1	121.2	307.7	0.39	0.04	50.25	4.67	1.47	0.14	50.91	4.73
MU192-16-32	41.3	18.8	57.3	145.4	118.8	301.9	121.2	307.7	0.39	0.04	48.36	4.49	1.47	0.14	49.00	4.55
MU192-16-38	35.9	16.3	54.3	137.8	100.2	254.6	97.1	246.7	0.36	0.03	36.78	3.42	1.31	0.12	37.40	3.47
MU192-16-42	35.9	16.3	52.5	133.4	99.8	253.6	97.1	246.7	0.36	0.03	35.60	3.31	1.30	0.12	36.21	3.36
MU192-16-47	35.8	16.3	50.6	128.6	99.4	252.5	97.1	246.7	0.36	0.03	34.33	3.19	1.30	0.12	34.93	3.25
MU192-16-50	35.8	16.3	49.5	125.7	99.2	251.9	97.1	246.7	0.36	0.03	33.57	3.12	1.30	0.12	34.17	3.17
MU192-16-54	32.9	15.0	48.5	123.2	83.8	213.0	82.1	208.4	0.33	0.03	27.83	2.59	1.17	0.11	28.41	2.64
MU240-16-57	33.3	15.1	58.6	148.9	83.6	212.4	82.1	208.4	0.33	0.03	33.60	3.12	1.16	0.11	34.25	3.18
MU240-16-62	33.1	15.1	56.5	143.5	83.3	211.5	82.1	208.4	0.33	0.03	32.39	3.01	1.16	0.11	33.03	3.07
MU240-16-69	33.0	15.0	54.8	139.1	82.9	210.6	82.1	208.4	0.33	0.03	31.39	2.92	1.16	0.11	32.02	2.97

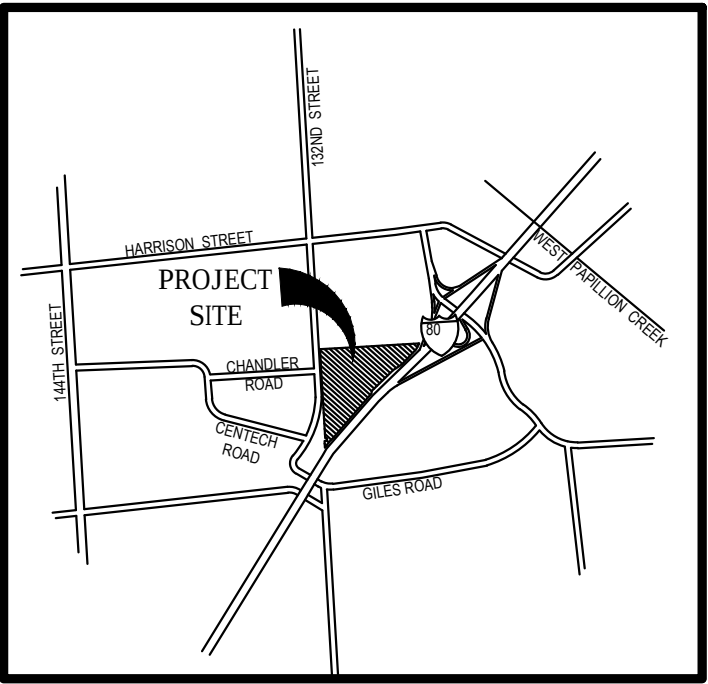
NOTE: PROJECTED AREA FIGURES DO NOT INCLUDE SHAPE FACTOR MODIFICATION.

ANDOVER POINTE APARTMENTS – 70 FT. ROHN SS070D90 TOWER
ANTENNA LOADING DETAIL
10/27/14

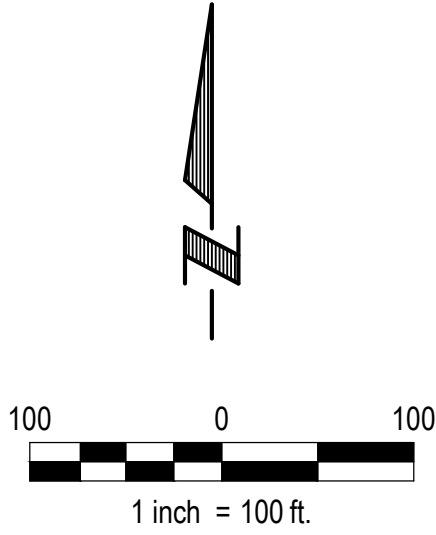




CROSS-SECTION A-A
NO SCALE



VICINITY MAP



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- SETBACKS
- PEDESTRIAN WALKS / TRAILS
- CROSSWALKS

SITE PARKING TABLE (438 UNITS)	
PARKING TYPE	PROVIDED PARKING
OPEN STALLS	734 STALLS
GARAGE STALLS	114 STALLS
OPEN HANDICAP STALLS	42 STALLS
GARAGE HANDICAP STALLS	16 STALLS
TOTAL: 906 STALLS (2.07 STALLS PER UNIT)	

BUILDING SCHEDULE					
BUILDING TYPE	ONE BEDROOM	TWO BEDROOM	TOTAL UNITS	TYPE OF BUILDING	NUMBER OF BUILDINGS
A	16	8	24	3 STORY	4
A-B	16	8	24	2 1/2 - 3 STORY	4
B	19	11	30	3 STORY	3
B-B	19	11	30	2 1/2 - 3 STORY	4
C	22	14	36	3 STORY	0
C-B	22	14	36	2 1/2 - 3 STORY	1

TOTAL UNITS.....	438 (11.04 D.U./A.)
ONE BEDROOM.....	283
TWO BEDROOM.....	155

SITE SIZE.....	39.67 ACRES
BUILDING COVERAGE.....	10.89%
PARKING LOT & DRIVE COVERAGE.....	28.65%
OPEN SPACE.....	60.46%

NOTES:

- DOUBLE-LOADED PARKING AREAS ARE 64' WIDE; SINGLE LOADED PARKING AREAS ARE 44' WIDE; PARKING SPACES ARE 9' x 20', GARAGES ARE 12' x 21.5'.
- ALL PRIVATE DRIVES ARE 24' WIDE, SIDEWALKS ADJACENT TO PARKING LOTS AND ANY WALK GREATER THAN 200' ARE 5' WIDE.
- ALL OTHER SIDEWALKS LESS THAN 200' IN LENGTH ARE 4' WIDE.
- ALL PAVED AREAS HAVE 2' WIDE CONCRETE CURBS.
- SIDEWALK ALONG 132ND STREET SHALL BE 6" THICK PAVEMENT.



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.3599
www.eacg.com

P2014.182.004



Key	Issue / Revisions	Date
1	Revised P.U.D. Plans for Resubmittal	7/30/14
2	Revised P.U.D. Plans for Resubmittal	8/22/14
3	Revised P.U.D. Plans for Resubmittal	10/15/14
4	Revised P.U.D. Plans for Resubmittal	3/06/15

Andover Pointe Apartment Homes
La Vista, Nebraska
P.U.D. Site Plan

PLAN:

PAGE:

1

EXHIBIT B

CITY OF LAVISTA
CONDITIONAL USE PERMIT

CONDITIONAL USE PERMIT FOR ANDOVER POINTE APARTMENTS

(Lot 1, Andover Pointe)

This Conditional Use Permit is issued this 17 day of March, 2015 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Edward Rose Development Company, L.L.C., a Michigan limited liability company authorized to do business in Nebraska ("Edward Rose" or "Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Edward Rose is the legal owner of the property to be platted or replatted as Lot 1, Andover Pointe Subdivision, Sarpy County, Nebraska, as described or depicted in Exhibit "A," consisting of 39.67 acres, more or less ("Lot 1"), which property is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction. Edward Rose desires to develop Lot 1 in a unified, compatible manner as a multi-family housing development.

WHEREAS, Edward Rose, subject to recording with the Sarpy County Register of Deeds the approved plat of Lot 1, Andover Pointe, a subdivision in Sarpy County, Nebraska, shall construct and operate a multiple family dwelling complex to be known as Andover Pointe Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 1, Andover Pointe, a subdivision in Sarpy County, Nebraska (the "Property"),

being approximately 39.67 acres, and which complex will be comprised of 16 residential buildings (aggregating 438 total residential units), 130 detached enclosed garages, 1 combined manager office and community building and an antenna tower solely for the purpose of providing private cable television service for residents of Andover Pointe Subdivision (the "Antenna Tower"), as presented to the City with Edward Rose's request for platting, planned unit development and conditional use permit, and modified and approved by the City Council.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a multiple family dwelling complex and Antenna Tower 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. Architectural review of the building design, landscaping, lighting and Antenna Tower has been completed and the foregoing plans are approved as shown in Exhibits " C " through " I ".
- c. 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, Andover Pointe ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.
- d. In accordance with the PUD, the minimum number of fully enclosed single-vehicle parking garages shall be .30 fully enclosed single-vehicle parking garages per residential unit as depicted in the approved Site Plan.
- e. In accordance with the PUD, in addition to the entrance sign at the northerly 132nd Street entrance to Lot 1, a second entrance sign shall be allowed at the southerly 132nd Street entrance to Lot 1; which signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the City Planner.
- f. There shall be no construction traffic on Highland Boulevard related to development on Lot 1.
- g. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- h. 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.
- i. Owner shall obtain all required permits for the Uses from the City of La Vista.
- j. 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.
- k. 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.
- l. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lot 1. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 1 is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision

Agreement) obligations under the Subdivision Agreement.

3. In respect to the Gateway Corridor Overlay District, building design has been approved per letter from the City's design review architect, BCDM Architecture, dated August 28, 2014.
4. 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. Owner will not have more than four (4) foundations on which framing has not commenced without approval of the Chief Building Official.
 - c. Temporary fencing shall be constructed around any foundations other than "slab-on-grade" that framing has not commenced upon within eight months after inspection of the foundation has been completed;
 - d. 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.
5. 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.

Provided, however, the parties agree that provisions of this Section 5 are severable as to the Antenna Tower, meaning if an uncured breach or other occurrence described in this Section 5 occurs only with respect to the Antenna Tower, this Permit and the permitted use for the Antenna Tower shall cease and this Permit and the permitted use for multifamily residential use in accordance with this Permit shall continue in effect.

6. 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
7. 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.

8. 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.
9. Notwithstanding any other provision that may be to the contrary, the rights given and obligations created under this Permit are intended to be and shall be severable as to the Antenna Tower Use, meaning, should there be an uncured breach of this Permit solely with respect to the Antenna Tower, this Permit and the permitted use for the Antenna Tower shall terminate and this Permit and the permitted use for multifamily residential use in accordance with this Permit shall continue in effect.
10. 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.
11. 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.
12. 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 12 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. Provided, however, a failure to cure a breach that is solely with respect to the Antenna Tower shall not give the City the right to terminate this Permit with respect to other Permitted Uses, including, but not limited to, multifamily residential uses.
13. 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.
14. 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: Edward Rose Development Company, L.L.C.
6101 Newport Road
PO Box 3015
Kalamazoo, Michigan 49003

15. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

16. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Landscaping Plan
Exhibit "D":	Sign Plan
Exhibit "E":	Dumpster Fence Detail
Exhibit "F":	Sections
Exhibit "G":	Site Lighting Plan
Exhibit "H":	Design Review Approval Letter and Certificate of Approval
Exhibit "I":	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 _____, 2015, 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:

Edward Rose Development Company, L.L.C., a
Michigan limited liability company

By: _____, it's Manager

ACKNOWLEDGMENT OF NOTARY

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

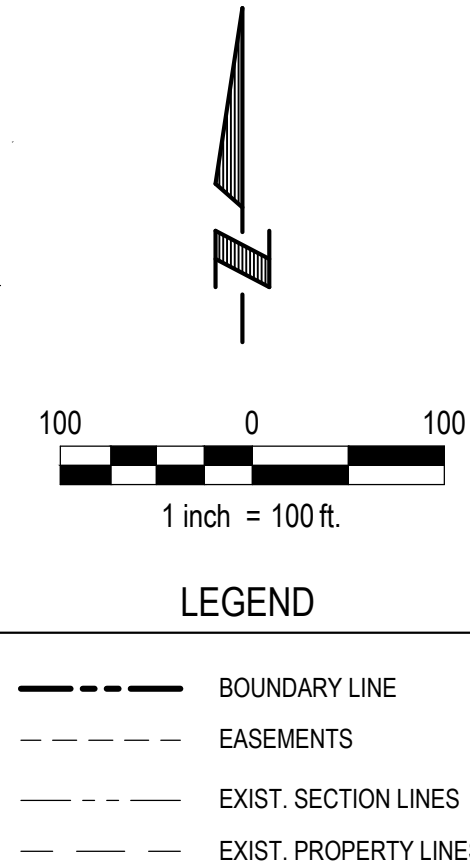
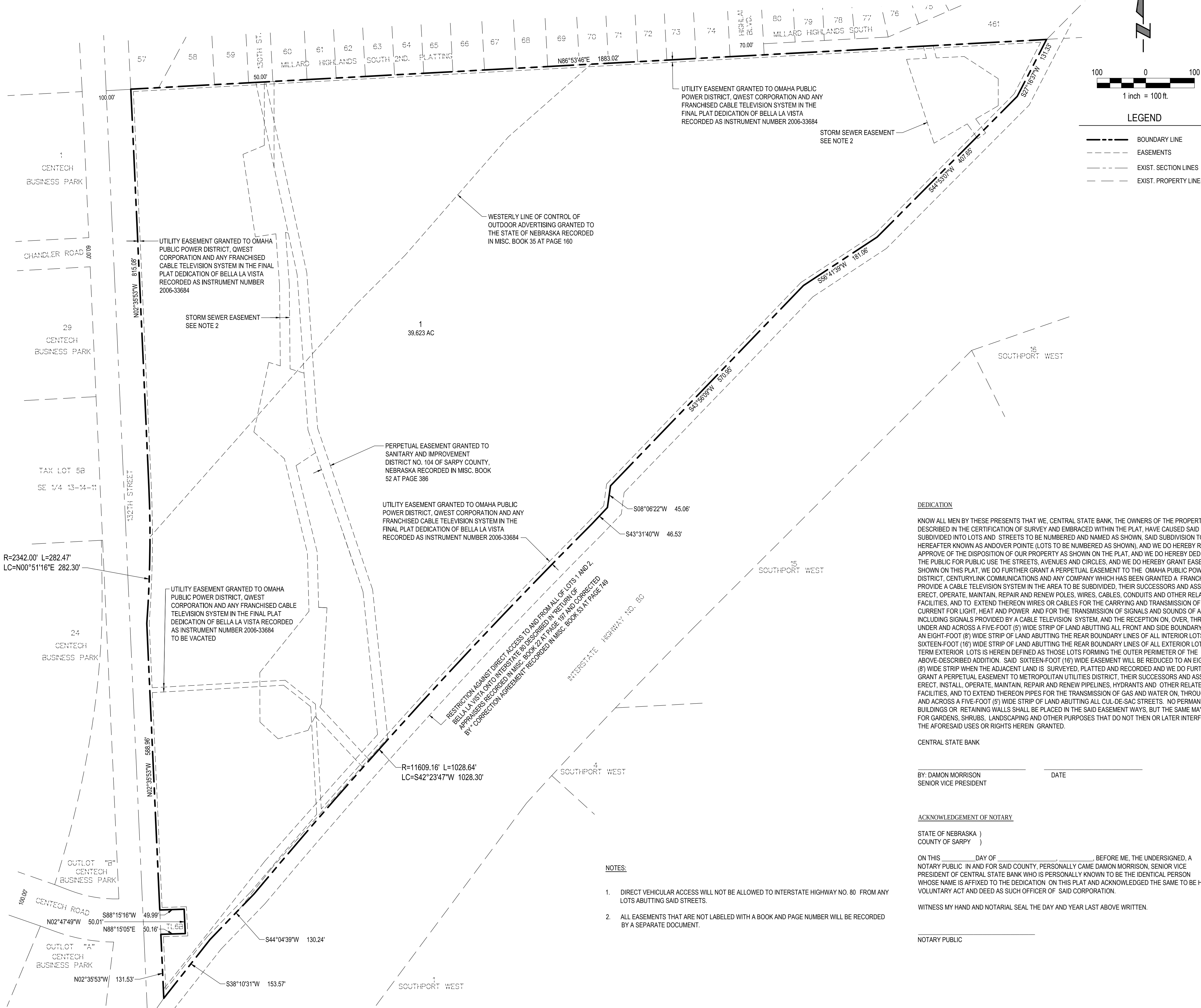
On this ____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be a Manager of Edward Rose Development Company, L.L.C., a Michigan limited liability company, and the identical person whose name is affixed to 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

ANDOVER POINTE

LOT 1
A TRACT OF LAND BEING LOTS 1 AND 2, BELLA LA VISTA, A SUBDIVISION
LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12
EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYORS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AS ANDOVER POINTE AND THAT PERMANENT MARKERS HAVE BEEN PLACED ON ALL LOT CORNERS, ANGLE POINTS, AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS ANDOVER POINTE. A TRACT OF LAND BEING LOTS 1 AND 2, BELLA LA VISTA, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, BELLA LA VISTA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 57, MILLARD HIGHLANDS SOUTH 2ND PLATTING, A SUBDIVISION LOCATED IN SAID SECTION 18, AND ALSO ON THE EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET; THENCE N86°53'46"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 2, BELLA LA VISTA, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LOTS 57 THRU 74, SAID MILLARD HIGHLANDS SOUTH 2ND PLATTING, AND ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF 130TH STREET, AND ALSO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHLAND BOULEVARD, AND ALSO THE SOUTHERLY LINE OF LOT 461, MILLARD HIGHLANDS SOUTH, A SUBDIVISION LOCATED IN SAID SECTION 18, A DISTANCE OF 1883.02 TO THE NORTHEAST CORNER OF SAID LOT 2, BELLA LA VISTA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 461, MILLARD HIGHLANDS SOUTH, AND ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80, THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, BELLA LA VISTA, AND ALSO SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 ON THE FOLLOWING 9 DESCRIBED COURSES: S27°16'37"W, A DISTANCE OF 131.33 FEET; THENCE S44°53'07"W, A DISTANCE OF 407.65 FEET; THENCE S56°41'39"W, A DISTANCE OF 181.06 FEET; THENCE S43°56'09"W, A DISTANCE OF 570.95 FEET; THENCE S08°06'22"W, A DISTANCE OF 45.06 FEET; THENCE S43°31'40"W, A DISTANCE OF 46.53 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 11,609.16 FEET, A DISTANCE OF 1028.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S42°23'47"W, A DISTANCE OF 1028.30 FEET; THENCE S44°04'39"W, A DISTANCE OF 130.24 FEET; THENCE S38°10'31"W, A DISTANCE OF 153.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BELLA LA VISTA, SAID POINT ALSO BEING THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET AND SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80; THENCE N02°35'53"W ALONG THE WESTERLY LINE OF SAID LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET, A DISTANCE OF 131.53 FEET TO THE SOUTHWEST CORNER OF TAX LOT 6B, A TAX LOT LOCATED IN SAID SW1/4 OF SECTION 18; THENCE N88°15'05"E ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 50.16 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 6B; THENCE N02°47'49"W ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 50.01 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 6B; THENCE S88°15'16"W ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 49.99 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 6B, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, AND ALSO THE WESTERLY LINE OF SAID LOT 2, BELLA LA VISTA ON THE FOLLOWING 3 DESCRIBED COURSES: N02°35'53"W, A DISTANCE OF 588.96 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 2342.00 FEET, A DISTANCE OF 282.47 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N00°51'16"E, A DISTANCE OF 282.30 FEET; THENCE N02°35'53"W, A DISTANCE OF 815.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,725,979 SQUARE FEET OR 39.623 ACRES MORE OR LESS.

JOHN W. VON DOLLEN LS-579 DATE

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF ANDOVER POINTE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF ANDOVER POINTE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST CITY CLERK MAYOR

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE COUNTY TREASURER

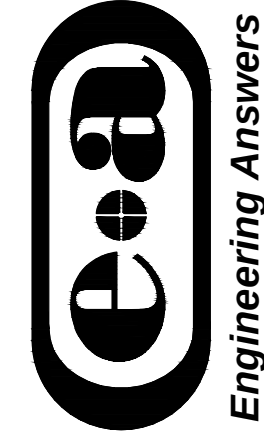
REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ANDOVER POINTE WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20_____.

COUNTY SURVEYOR / ENGINEER

Exhibit A

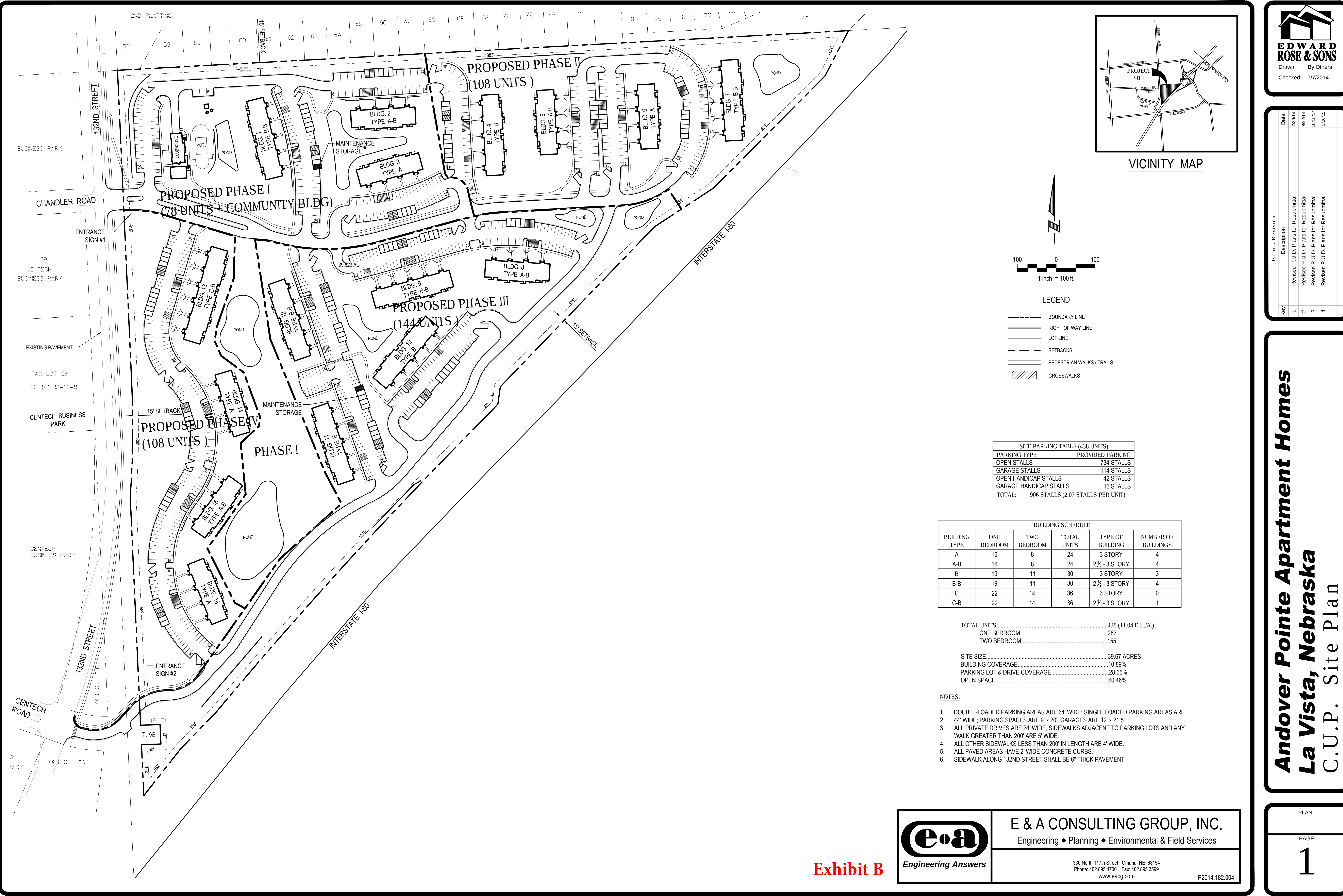
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



ANDOVER POINTE
LA VISTA, NEBRASKA

FINAL PLAT

Revisions		Description	
No.	Date	By	Description
1	07/30/14	JMT	PLAT RESUBMITTAL PER CITY COMMENTS
2	10/15/14	TRH	REVISION
3	11/10/14	TRH	REVISION
4	11/10/14	TRH	REVISION
5	11/10/14	TRH	REVISION
6	11/10/14	TRH	REVISION
7	11/10/14	TRH	REVISION
8	11/10/14	TRH	REVISION
9	11/10/14	TRH	REVISION
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99	11/10/14	TRH	REVISION
100	11/10/14	TRH	REVISION





EDWARD ROSE & SONS
Drawn: By Others
Checked: 7/7/2014

Issue / Revisions	
Key	Description
1	Revised P.U.D. Plans for Resubmittal
2	Revised P.U.D. Plans for Resubmittal
3	Revised P.U.D. Plans for Resubmittal
4	Revised P.U.D. Plans for Resubmittal

Andover Pointe Apartment Homes
La Vista, Nebraska
C.U.P. Site Plan



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154
Phone: 402.895.4700 Fax: 402.895.3599
www.eacg.com

P2014.182.004

Exhibit B



Key	Issue / Revisions	
	Description	Date
1	Revised P.U.D. Plans for Resubmittal	7/30/14
2	Revised P.U.D. Plans for Resubmittal	8/22/14
3	Revised P.U.D. Plans for Resubmittal	10/15/14
4	Revised P.U.D. Plans for Resubmittal	3/06/15

Andover Pointe Apartments
La Vista, Nebraska
Sign Plan

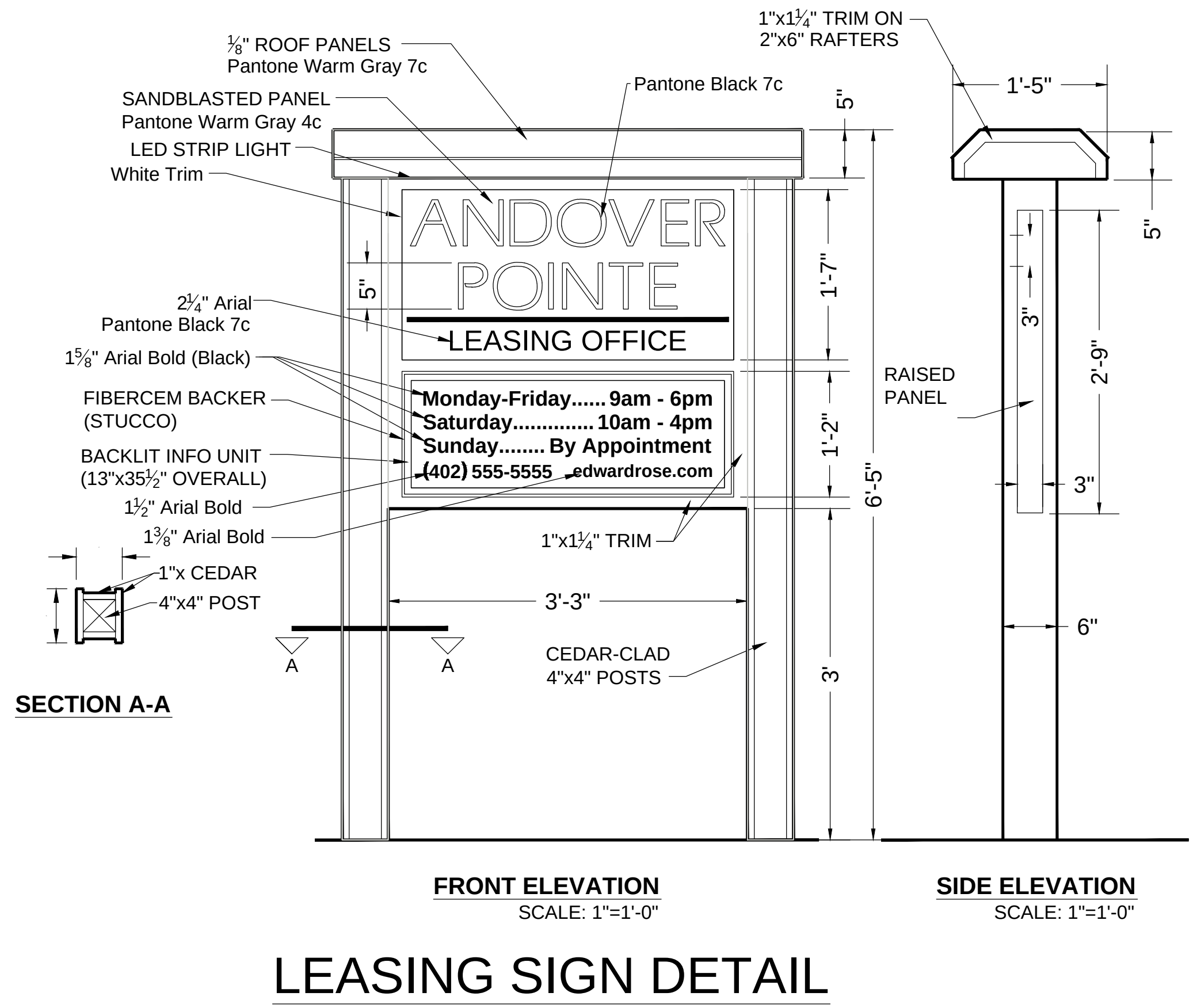
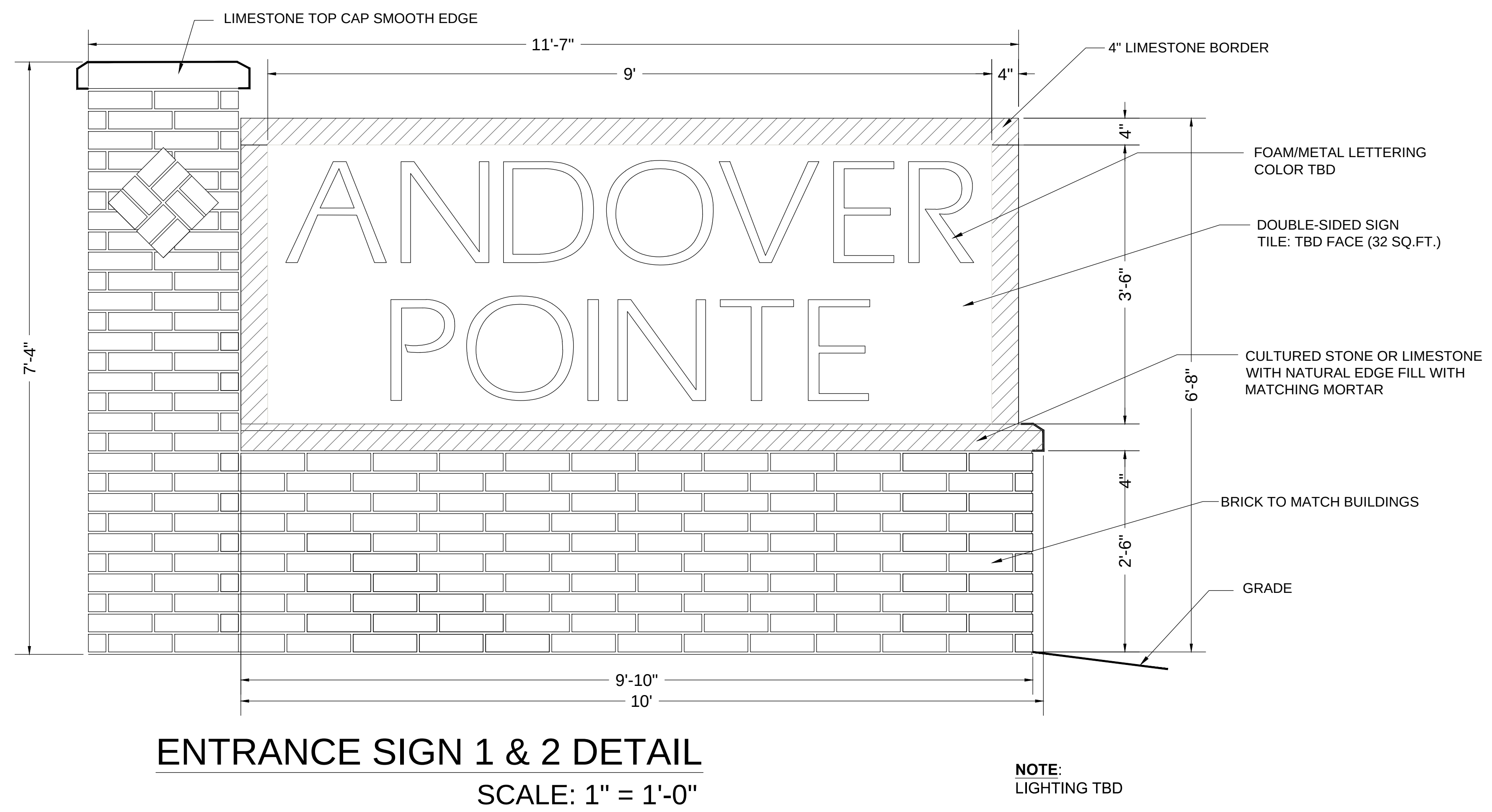
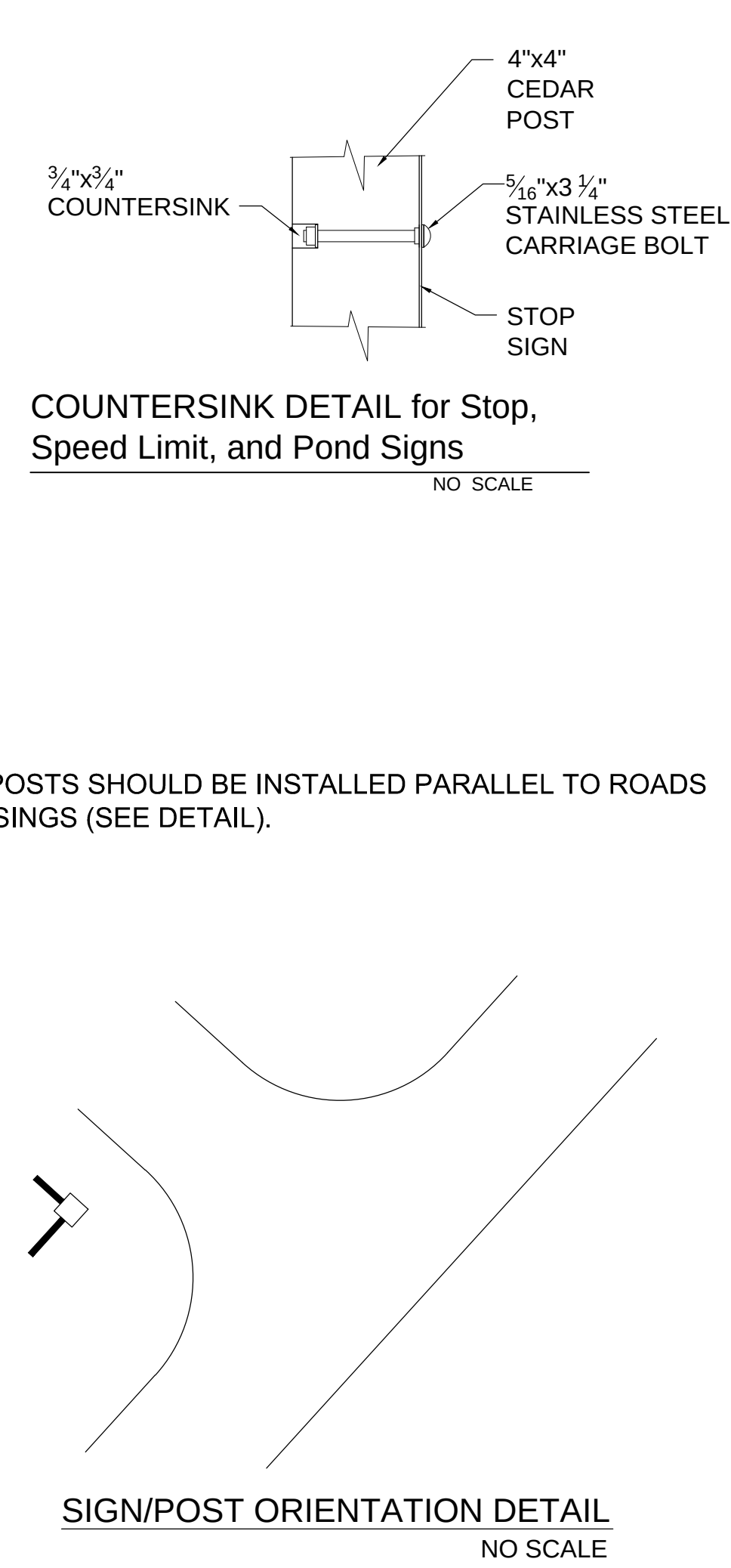
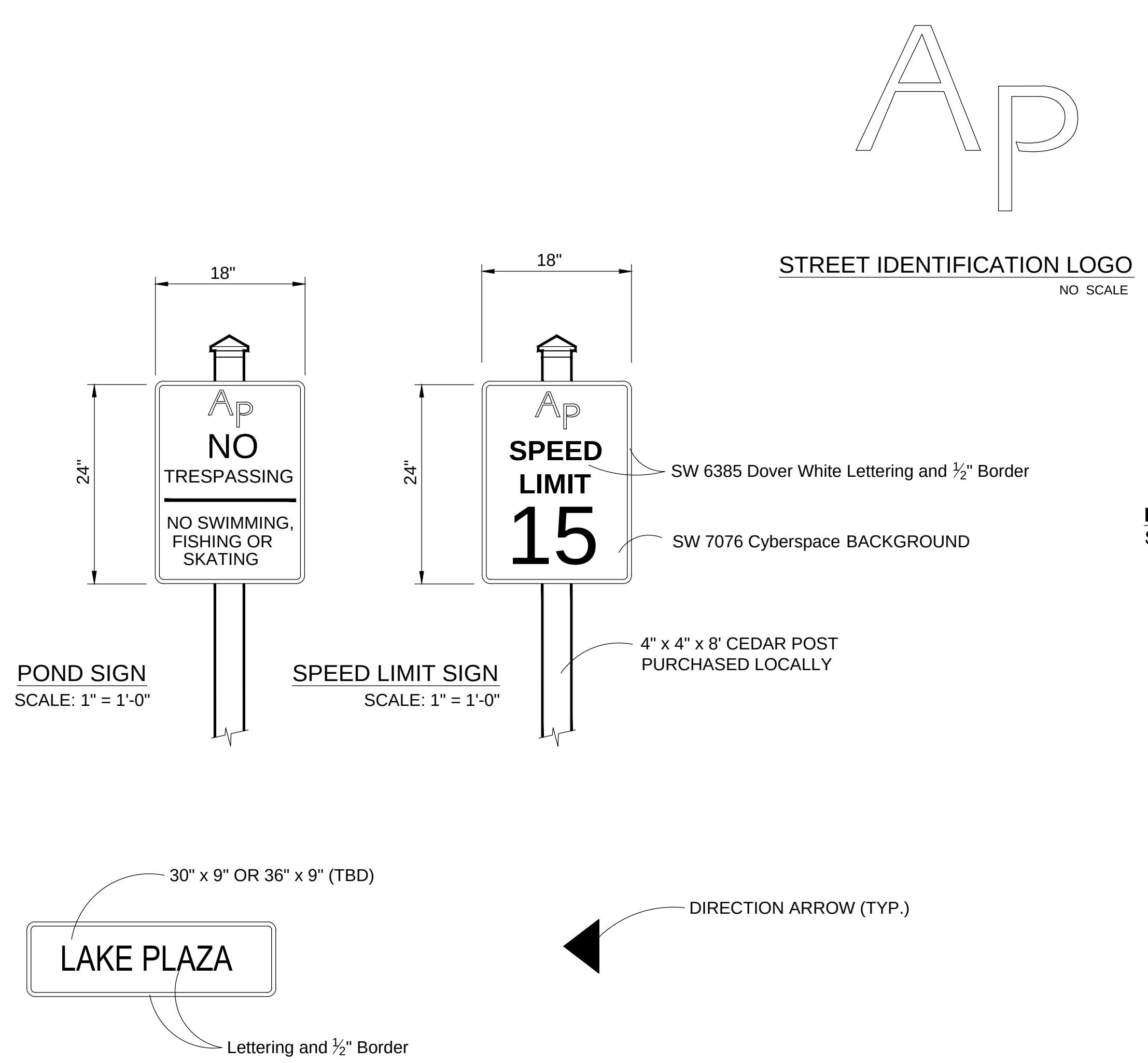
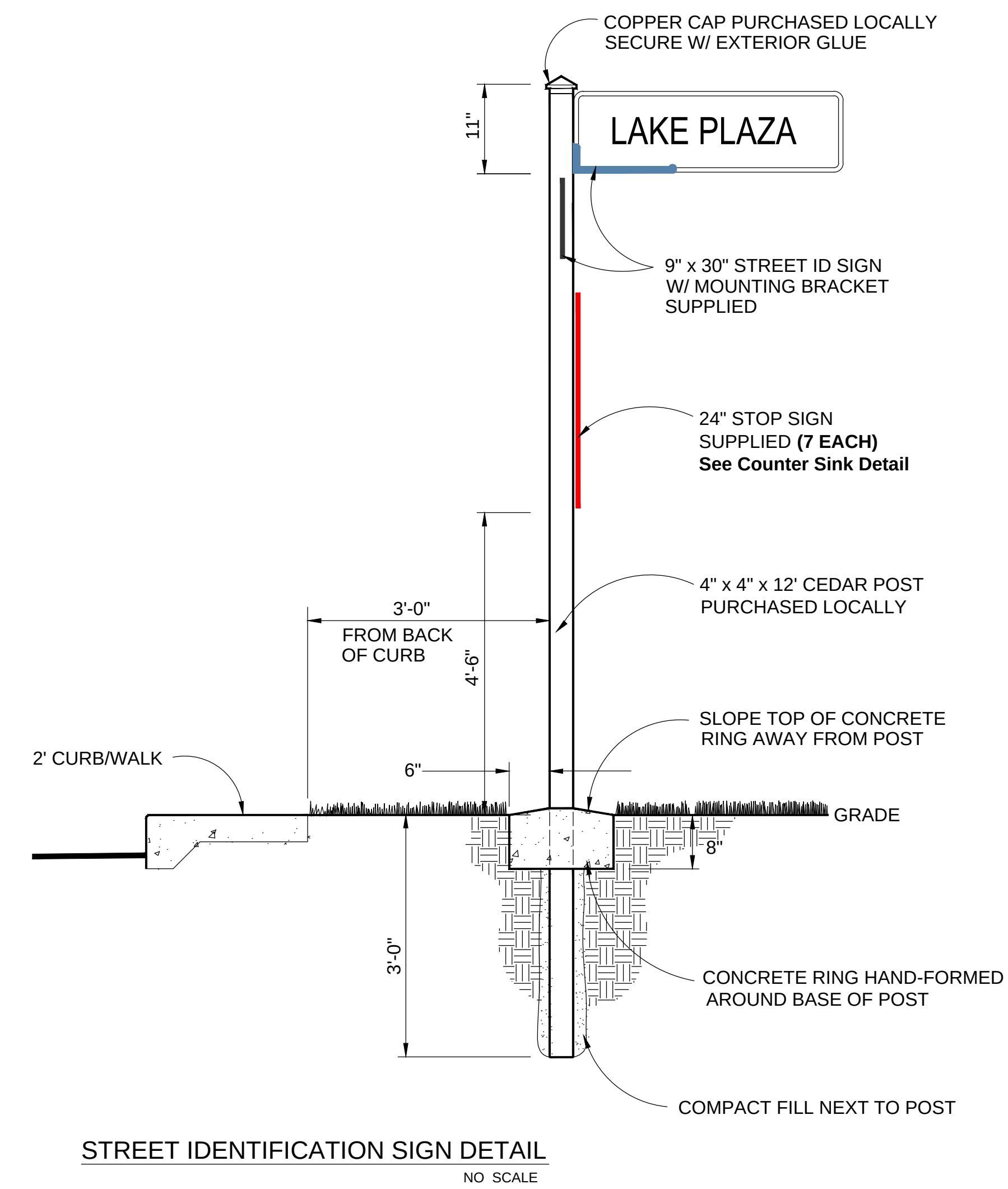
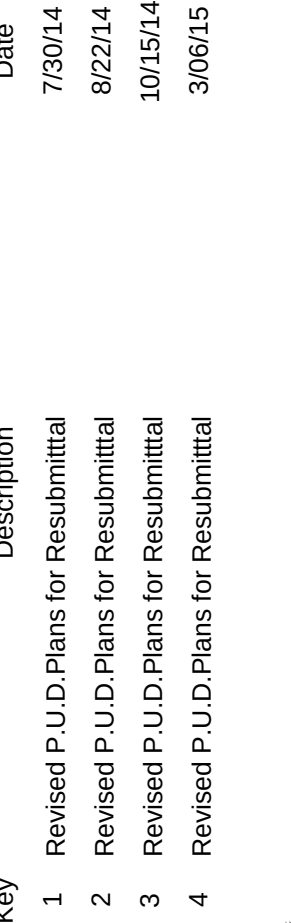


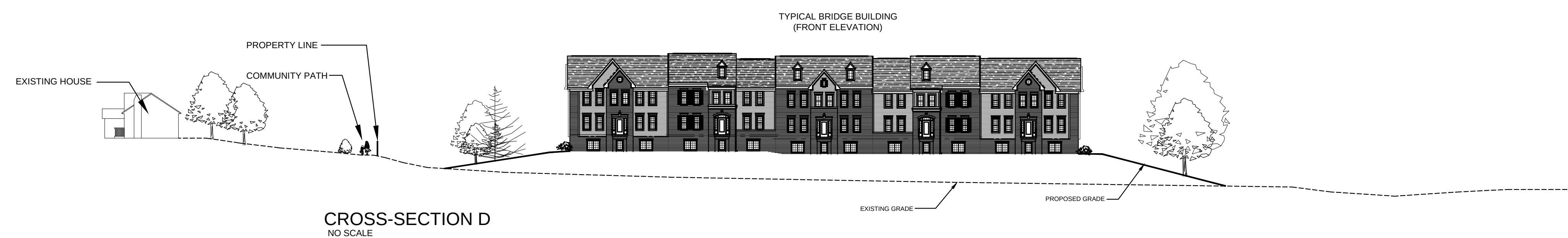
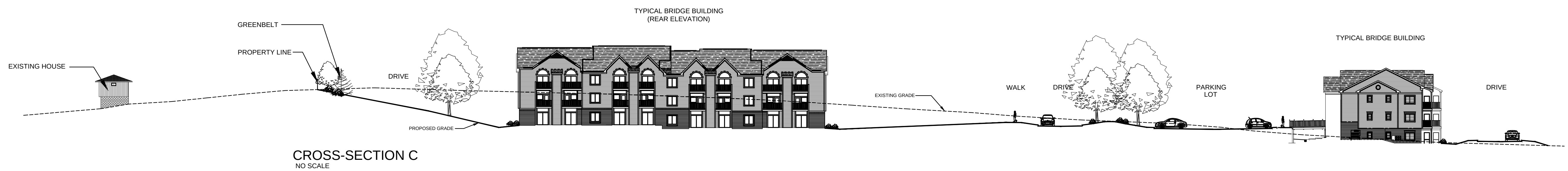
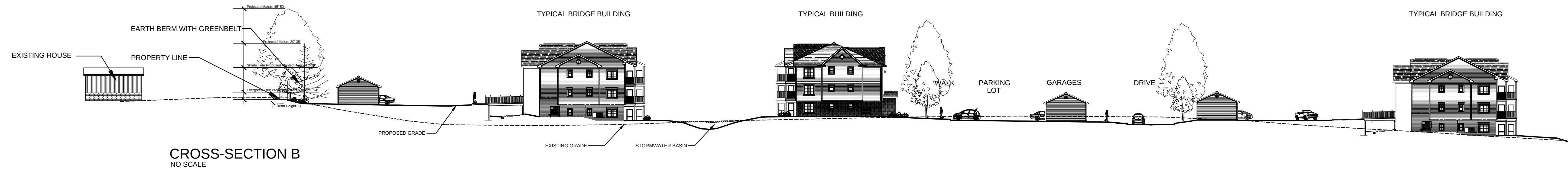
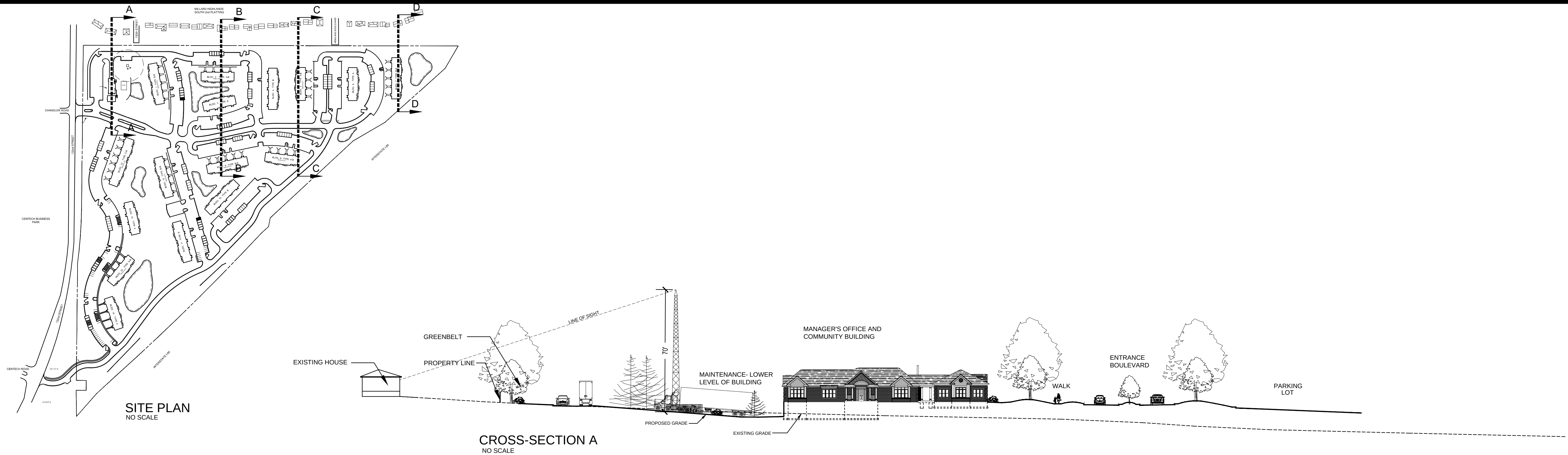
Exhibit D



PLAN:

PAGE:



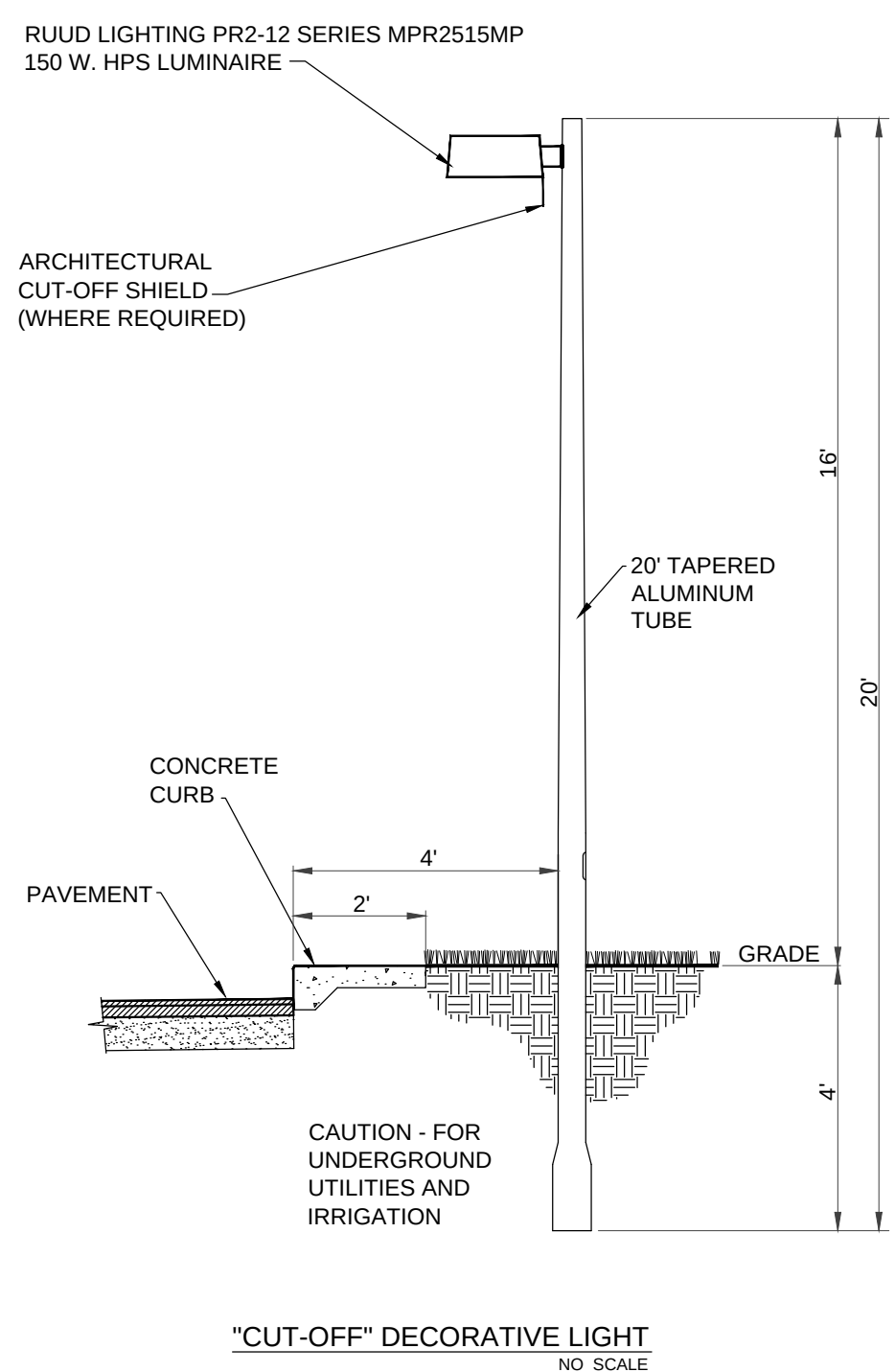


Issue / Revisions	Date
1	7/30/14
2	8/22/14
3	10/15/14
4	3/06/15

Andover Pointe Apartment Homes
La Vista, Nebraska
Sections



- LEGEND
- 150 W. HPS
 - 9 W. FLUORESCENT WALL MOUNT FIXTURE (GARAGES & AT EACH CORRIDOR ENTRY)
 - 110 V. PIER MOUNTED FIXTURE (POOL DECK)
 - AERATOR CONNECTION
 - 100 W HPS, WALL MOUNT
 - PAC 75 W SPOT LIGHTS



Issue / Revisions		Date
1	Revised P.U.D. Plans for Resubmittal	7/30/14
2	Revised P.U.D. Plans for Resubmittal	8/22/14
3	Revised P.U.D. Plans for Resubmittal	10/15/14
4	Revised P.U.D. Plans for Resubmittal	3/06/15

Andover Pointe Apartments La Vista, Nebraska Site Lighting Plan

Exhibit H



August 28, 2014

Mark Harrison
Edward Rose Development Company, LLC
6101 Newport Road
P.O. Box 3015
Kalamazoo, MI 49003-3015

RE: Preliminary PUD, Rezoning, Replat, CUP – 3rd Review
Andover Pointe

Mr. Harrison:

Staff has reviewed the revised documents that were provided for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Zoning Regulations for the Preliminary PUD, rezoning and Conditional Use Permit and the Subdivision Regulations for the Preliminary Plat and Final Plat, staff has the following comments:

Preliminary Plat

1. The applicant has revised their plans to show no encroachment onto NDOR right of way for I-80 and therefore would not have to obtain a Permit to Work on State Right of Way. The applicant has also prepared a drainage study indicating that they do not propose to increase the peak flows being discharged onto NDOR right-of-way. They have stated their opinion that they do not need to submit the drainage study to the NDOR. However, since the runoff will be discharged onto NDOR property the drainage study needs to be submitted to the NDOR to avoid future delays or costs related to any claims about inadequate management of storm water runoff. If the applicant does not submit the drainage study to the NDOR and provide a copy of the transmittal of such, then the City will proceed to submit the drainage study to the NDOR for comment. No grading or building permits should be granted until the NDOR has accepted the drainage report.
2. The revised traffic impact analysis has been reviewed by Felsburg, Holt & Ullevig the traffic engineering consultant hired by the City. They have found the revised study to be acceptable. They have noted that existing traffic volumes on 132nd Street warrant a southbound right-turn bay at Chandler Road. However, that is due to existing traffic and will not serve new traffic to or from the proposed Andover Pointe development; therefore, the southbound right-turn bay has not been required as part of the street widening of 132nd Street by this development. Staff has discussed the

City Hall

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

Community Development

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

Fire

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

Golf Course

8305 Park View Blvd.
p: 402-339-9147

Library

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

Police

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

Public Buildings & Grounds

8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works

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

Recreation

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

www.cityoflavista.org
info@cityoflavista.org

phasing of the development with regards to emergency access routes. The proposal shows Phases 1, 2, and 3 being served by a single point of access from 132nd Street. When Phase IV develops, then a second access from 132nd Street would exist. Staff recommends that the applicant consider swapping Phase 2 with Phase 4 (including the road connection to Centech) so that a second access to 132nd Street occurs sooner.

Final Plat

3. The estimate for the construction costs for the widening of 132nd Street remains to be submitted along with a statement as to the source of funding for the widening.

Preliminary/Final PUD Review

4. See comment #2 above.

Design Review

The design review submittal is currently under review by the City's third-party architect. A separate review letter will be provided regarding the design review in the near future.

Draft Conditional Use Permit

The draft Conditional Use Permit is currently under review by the Community Development Department, the City Engineer, and the City Attorney. Comments regarding the draft CUP will be forthcoming.

Draft Subdivision Agreement – Other Agreements

The draft subdivision agreement and other final documents are currently under review by staff and the City Attorney. Their comments on the document will be provided prior to the City Council meeting as the Planning Commission does not review these documents. However, continuing to work on the review and editing of these documents helps to ensure that they will be ready for City Council.

In order for the Preliminary PUD, Rezoning, Replat, and CUP to be considered for review at the September 18, 2014 Planning Commission meeting, revised documents will need to be provided for Planning Commission packets. Please submit 15 full-size and 15 ledger-size (11"x17") revised PUD documents by September 3, 2014 to ensure that the application stays on track for the review by Planning Commission on the 18th of September.

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

Thank you,

A handwritten signature in blue ink, appearing to read "Christopher Solberg". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Christopher Solberg, AICP
City Planner

cc: Ann Birch, Community Development Director
John Kottmann, City Engineer

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 331-4343



CERTIFICATE OF APPROVAL

Project Name:

Andover Pointe

Project Address/Legal Description:

Lots 1 and 2, Bella La Vista

Project Description:

Multi-family housing complex

La Vista Building Design Criteria Review

This certifies that the "exterior design features" related to the above permit(s) for the site listed above has been approved by the City of La Vista.



City Planner

9/8/14

Date

Exhibit I



Front Elevation

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

LANDSCAPING SHOWN IS FOR PRESENTATION PURPOSES. REFER TO SEPARATELY SUBMITTED LANDSCAPE PLAN.

- MATERIALS & COLOR NOTES:
- TAN OR GREY SHAKES AND VINYL SIDING
 - WHITE TRIM
 - MEDIUM GREY SHINGLE ROOF
 - WHITE GARAGE DOORS

Andover Pointe Apartments
La Vista, Nebraska



LANDSCAPING SHOWN IS FOR PRESENTATION PURPOSES. REFER TO SEPARATELY SUBMITTED LANDSCAPE PLAN.

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.



Rear Elevation

MATERIAL & COLOR NOTES

- DARK BRICK
- TAN OR GREY SHAKES & VINYL SIDING
- WHITE TRIM MEDIUM GREY
- SHINGLE ROOF

Andover Pointe Apartments

La Vista, Nebraska

Rev. 8-6-14





Right Side Elevation Shown
(Left Side the Same but Mirrored)

COLORS SHOWN ARE
REPRESENTATIVE ONLY AND WILL
VARY SLIGHTLY FROM
MANUFACTURED PRODUCTS.

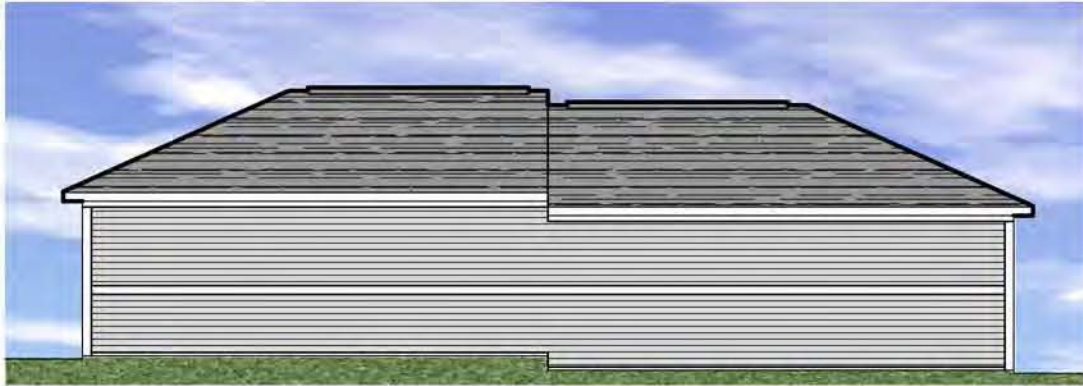
- MATERIALS & COLOR NOTES:
- TAN OR GREY SHAKES AND VINYL SIDING
 - WHITE TRIM
 - MEDIUM GREY SHINGLE ROOF
 - WHITE GARAGE DOORS



Bridge Building Right Side Elevation Shown
(Left Side the Same but Mirrored)

Andover Pointe Apartments
La Vista, Nebraska
Rev. 8-6-14





4-Stall Rear Elevation



Side Elevation



4-Stall Front Elevation

CENTER GABLE TO BE ADDED
TO FRONT OF GARAGES WITH
SINGLE FINISH FLOOR
ELEVATION.

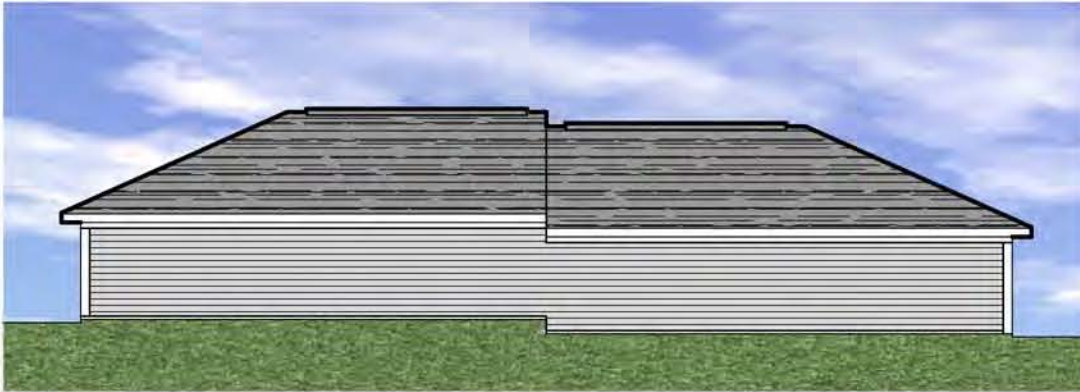
COLORS SHOWN ARE
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WILL VARY SLIGHTLY FROM
MANUFACTURED PRODUCTS.

- MATERIALS & COLOR NOTES:
- TAN OR GREY SHAKES & VINYL SIDING
 - WHITE TRIM
 - MEDIUM GREY SHINGLE ROOF
 - WHITE GARAGE DOORS

4-Stall Garage Elevation w/ Out Berm
Andover Pointe Apartments
La Vista, Nebraska

Rev. 8-19-14





4-Stall Rear Elevation



Side Elevation



4-Stall Front Elevation

CENTER GABLE TO BE ADDED
TO FRONT OF GARAGES WITH
SINGLE FINISH FLOOR
ELEVATION.

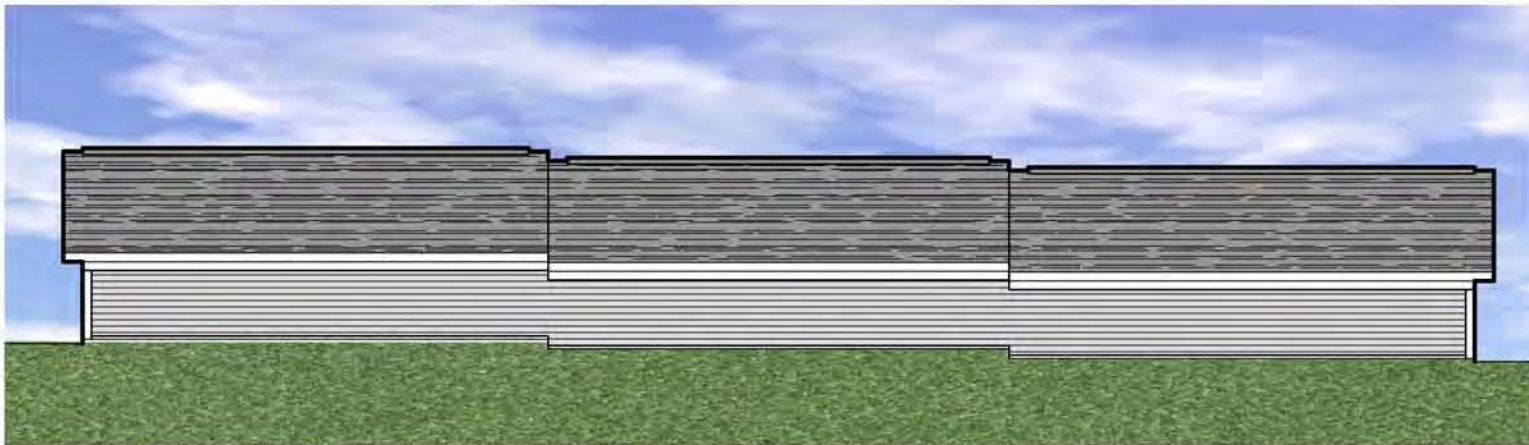
COLORS SHOWN ARE
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MANUFACTURED PRODUCTS.

- MATERIALS & COLOR NOTES:
- TAN OR GREY SHAKES & VINYL SIDING
 - WHITE TRIM
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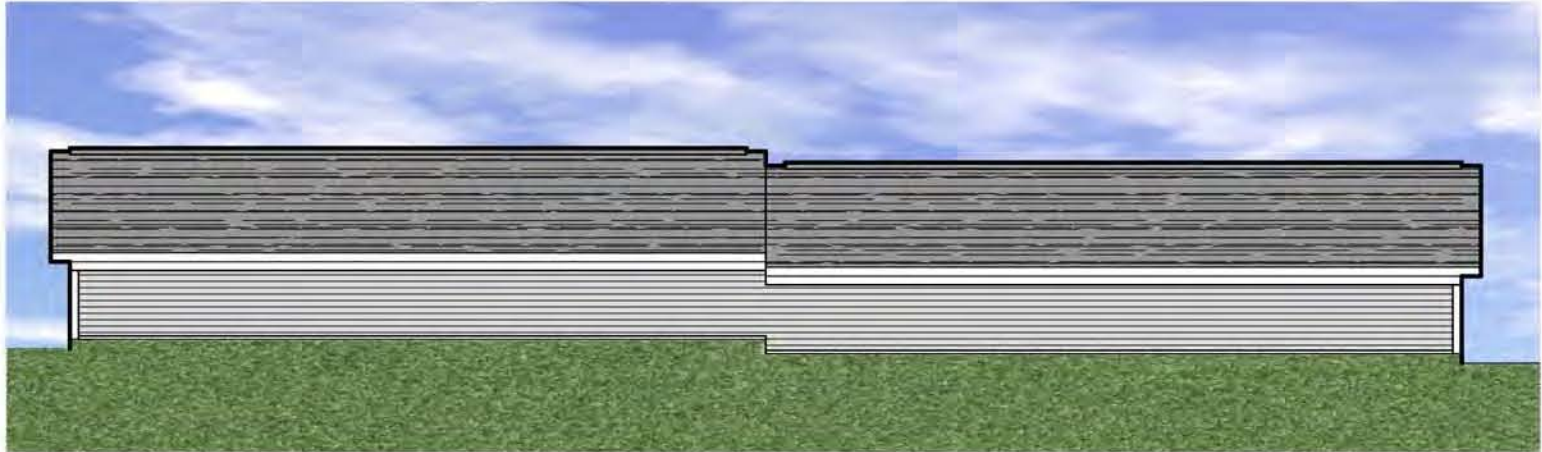
4-Stall Garage Elevation w/ Hip Roof
Andover Pointe Apartments
La Vista, Nebraska

Rev. 8-19-14





6-Stall Rear Elevation w/ 3 Finish Floor Elevations



6-Stall Rear Elevation w/ 2 Finish Floor Elevations



Side Elevation

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

- MATERIALS & COLOR NOTES:
- TAN OR GREY SHAKES & VINYL SIDING
 - WHITE TRIM
 - MEDIUM GREY SHINGLE ROOF
 - WHITE GARAGE DOORS



Side Elevation



6-Stall Front Elevation w/ 3 Finish Floor Elevations



6-Stall Front Elevation w/ 2 Finish Floor Elevations

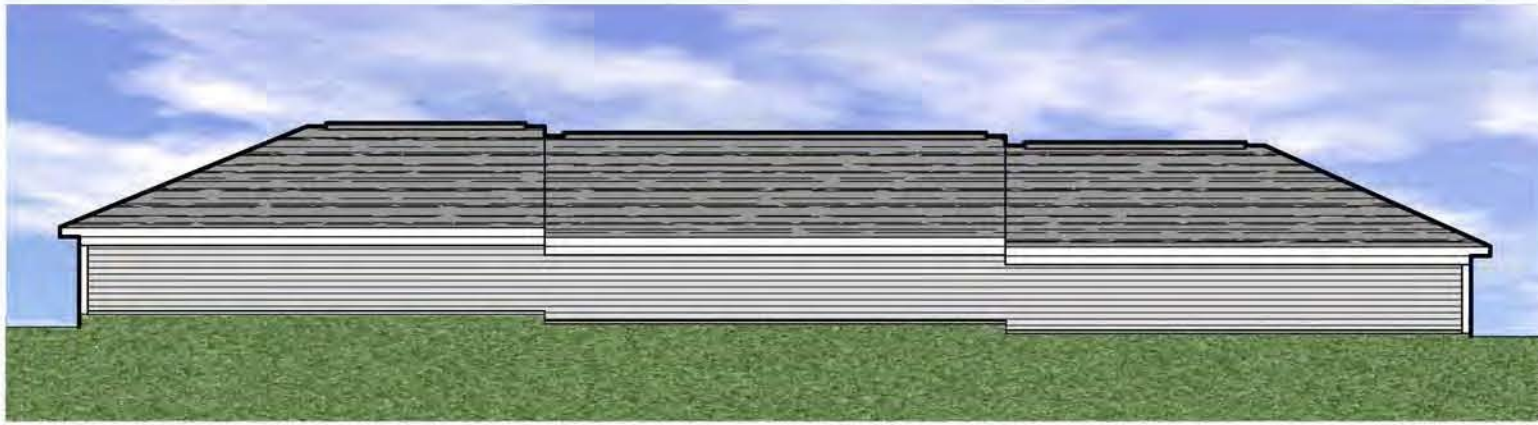
CENTER GABLE TO BE ADDED TO FRONT OF GARAGES WITH SINGLE FINISH FLOOR ELEVATION.

6-Stall Garage Elevation w/ Gable Ends

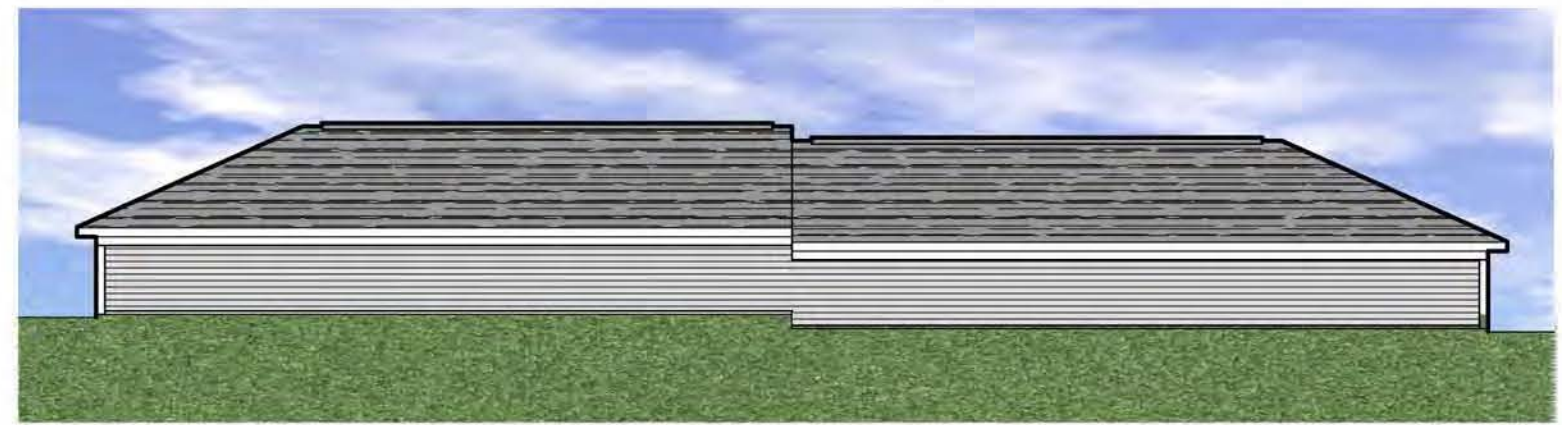
Andover Pointe Apartments
La Vista, Nebraska

Rev. 8-19-14





6-Stall Rear Elevation w/ 3 Finish Floor Elevations



6-Stall Rear Elevation w/ 2 Finish Floor Elevations



Side Elevation

COLORS SHOWN ARE REPRESENTATIVE ONLY AND WILL VARY SLIGHTLY FROM MANUFACTURED PRODUCTS.

- MATERIALS & COLOR NOTES:**
- TAN OR GREY SHAKES & VINYL SIDING
 - WHITE TRIM
 - MEDIUM GREY SHINGLE ROOF
 - WHITE GARAGE DOORS



Side Elevation



6-Stall Front Elevation w/ 3 Finish Floor Elevations

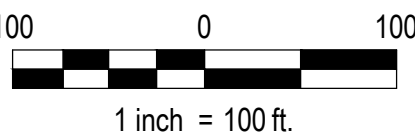
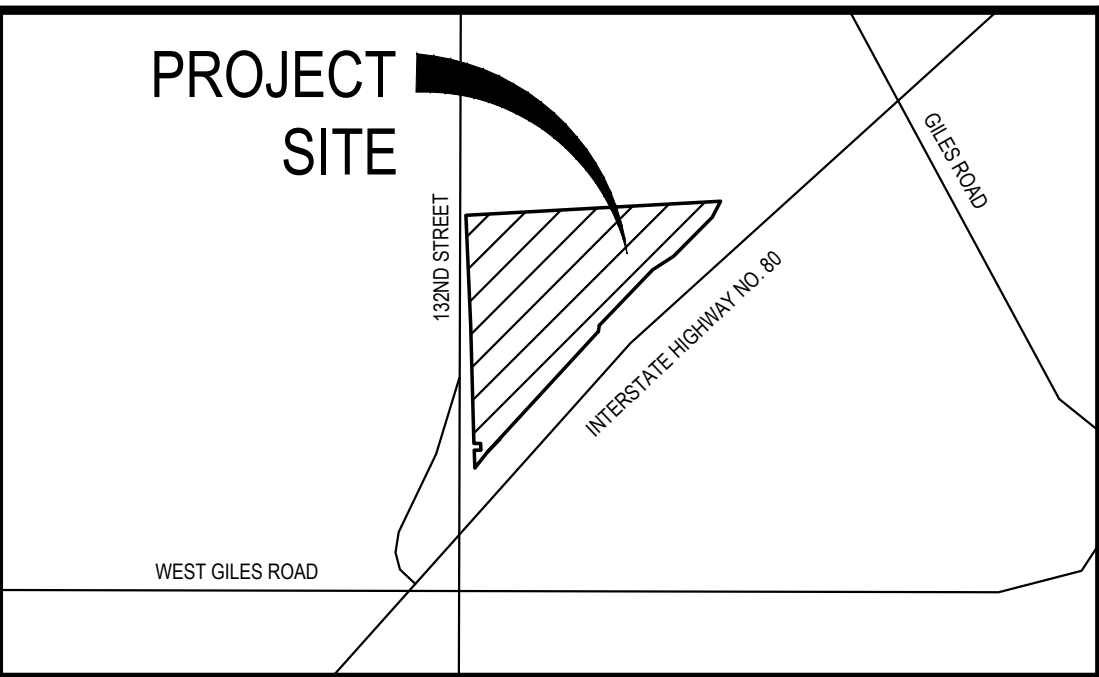


6-Stall Front Elevation w/ 2 Finish Floor Elevations

CENTER GABLE TO BE ADDED TO FRONT OF GARAGES WITH SINGLE FINISH FLOOR ELEVATION.

6-Stall Garage Elevation w/ Hip Roof
Andover Pointe Apartments
La Vista, Nebraska
 Rev. 8-19-14





LEGEND

-  BOUNDARY LINE
 EASEMENTS
 1120 EXIST. MAJOR CONTOURS
 1122 EXIST. MINOR CONTOURS
 ST EXIST. STORM SEWERS
 TREE CANOPY

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOTS 1 AND 2, BELLA LA VISTA, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA
CONTAINING AN AREA OF 39.623 ACRES, MORE OR LESS.

DEVELOPER

EDWARD ROSE DEVELOPMENT COMPANY., LLC
6101 NEWPORT ROAD, P.O. BOX 3015
KALAMAZOO, MI 49003-3015

OWNER

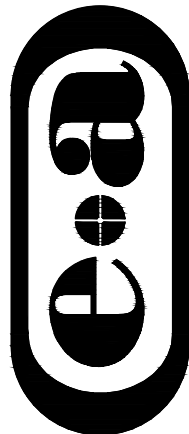
CENTRAL STATE BANK
109 WEST MAIN
STATE CENTER, IA 50247

ZONING

EXISTING: R-3 PUD & C-3 WITH GATEWAY CORRIDOR OVERLAY
PROPOSED: R-3 PUD WITH GATEWAY CORRIDOR OVERLAY

NOTES:

1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO INTERSTATE HIGHWAY NO. 80 FROM ANY LOTS ABUTTING SAID STREET.
2. ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.
3. REFER TO PUD PLANS FOR PROPOSED GRADING.



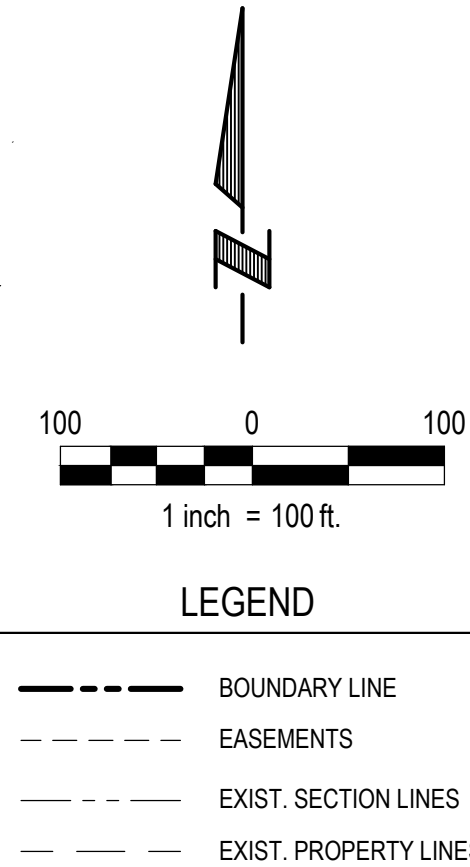
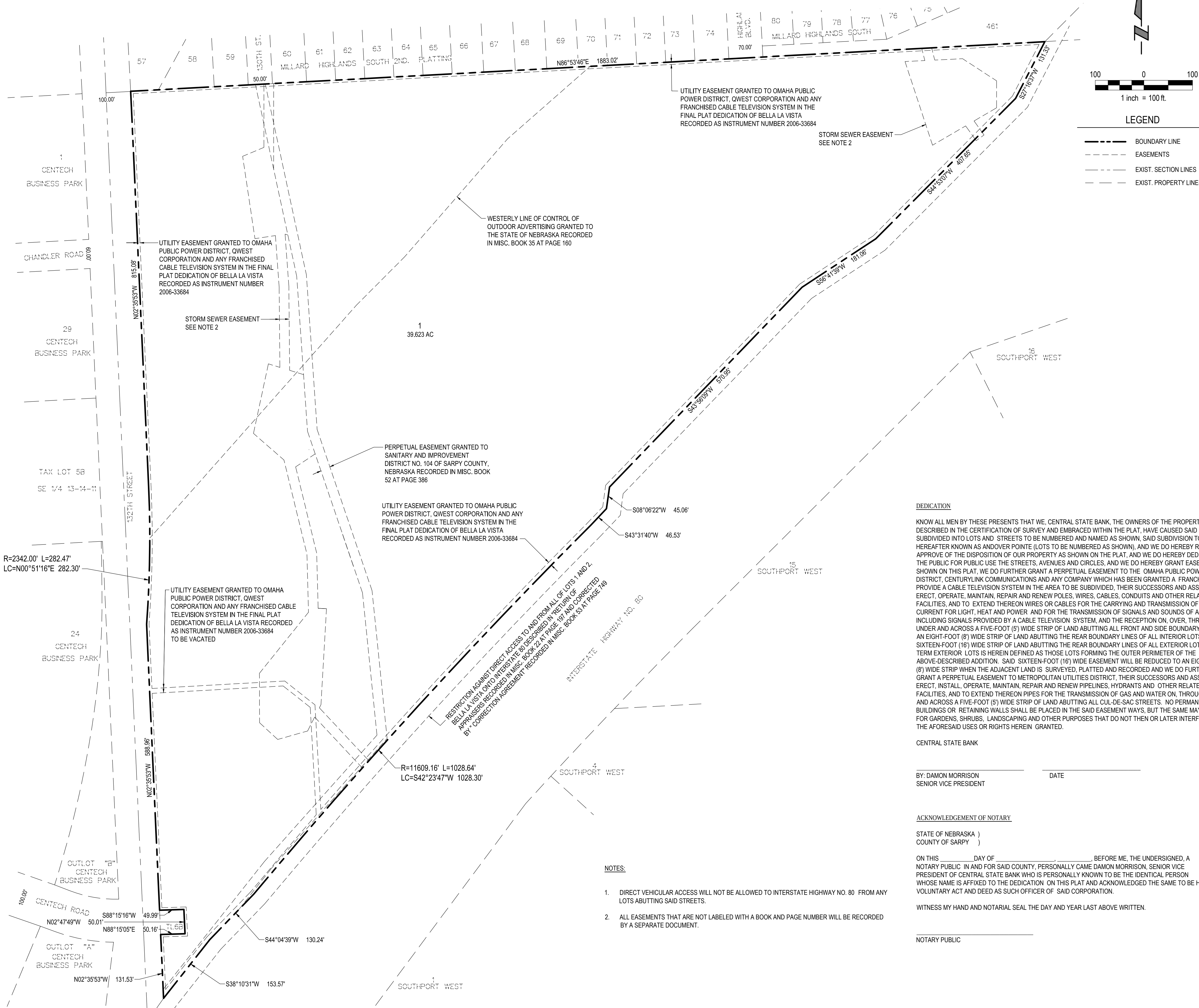
ANDOVER POINTE
LA VISTA, MISSOURI

PRELIMINARY PLAT

Proj No:	P2014.182.004	Revisions	
Date:	07/07/2014	No	Date
Designed By:	JMT		07/30/14
Drawn By:	TRF3		
Scale:	1"=100'		10/15/14
Sheet:	1 of 1		

ANDOVER POINTE

LOT 1
A TRACT OF LAND BEING LOTS 1 AND 2, BELLA LA VISTA, A SUBDIVISION
LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12
EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYORS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AS ANDOVER POINTE AND THAT PERMANENT MARKERS HAVE BEEN PLACED ON ALL LOT CORNERS, ANGLE POINTS, AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS ANDOVER POINTE. A TRACT OF LAND BEING LOTS 1 AND 2, BELLA LA VISTA, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, BELLA LA VISTA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 57, MILLARD HIGHLANDS SOUTH 2ND PLATTING, A SUBDIVISION LOCATED IN SAID SECTION 18, AND ALSO ON THE EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET; THENCE N86°53'46"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 2, BELLA LA VISTA, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LOTS 57 THRU 74, SAID MILLARD HIGHLANDS SOUTH 2ND PLATTING, AND ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF 130TH STREET, AND ALSO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHLAND BOULEVARD, AND ALSO THE SOUTHERLY LINE OF LOT 461, MILLARD HIGHLANDS SOUTH, A SUBDIVISION LOCATED IN SAID SECTION 18, A DISTANCE OF 1883.02 TO THE NORTHEAST CORNER OF SAID LOT 2, BELLA LA VISTA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 461, MILLARD HIGHLANDS SOUTH, AND ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80, THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, BELLA LA VISTA, AND ALSO SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 ON THE FOLLOWING 9 DESCRIBED COURSES: S27°16'37"W, A DISTANCE OF 131.33 FEET; THENCE S44°53'07"W, A DISTANCE OF 407.65 FEET; THENCE S56°41'39"W, A DISTANCE OF 181.06 FEET; THENCE S43°56'09"W, A DISTANCE OF 570.95 FEET; THENCE S08°06'22"W, A DISTANCE OF 45.06 FEET; THENCE S43°31'40"W, A DISTANCE OF 46.53 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 11,609.16 FEET, A DISTANCE OF 1028.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S42°23'47"W, A DISTANCE OF 1028.30 FEET; THENCE S44°04'39"W, A DISTANCE OF 130.24 FEET; THENCE S38°10'31"W, A DISTANCE OF 153.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BELLA LA VISTA, SAID POINT ALSO BEING THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET AND SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80; THENCE N02°35'53"W ALONG THE WESTERLY LINE OF SAID LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET, A DISTANCE OF 131.53 FEET TO THE SOUTHWEST CORNER OF TAX LOT 6B, A TAX LOT LOCATED IN SAID SW1/4 OF SECTION 18; THENCE N88°15'05"E ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 50.16 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 6B; THENCE N02°47'49"W ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 50.01 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 6B; THENCE S88°15'16"W ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 49.99 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 6B, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, AND ALSO THE WESTERLY LINE OF SAID LOT 2, BELLA LA VISTA ON THE FOLLOWING 3 DESCRIBED COURSES: N02°35'53"W, A DISTANCE OF 588.96 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 2342.00 FEET, A DISTANCE OF 282.47 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N00°51'16"E, A DISTANCE OF 282.30 FEET; THENCE N02°35'53"W, A DISTANCE OF 815.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,725,979 SQUARE FEET OR 39.623 ACRES MORE OR LESS.

JOHN W. VON DOLLEN LS-579 DATE

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF ANDOVER POINTE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF ANDOVER POINTE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST CITY CLERK MAYOR

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE COUNTY TREASURER

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ANDOVER POINTE WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20____.

COUNTY SURVEYOR / ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, CENTRAL STATE BANK, THE OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN; SAID SUBDIVISION TO BE HEREAFTER KNOWN AS ANDOVER POINTE (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER, AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5) WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16) WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8) WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5) WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

CENTRAL STATE BANK

BY: DAMON MORRISON DATE
SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAMON MORRISON, SENIOR VICE PRESIDENT OF CENTRAL STATE BANK WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

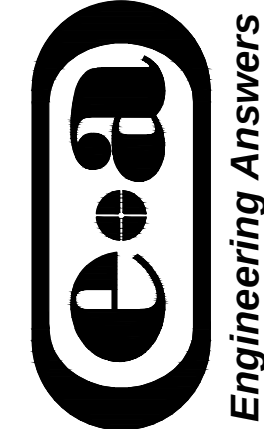
WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

NOTES:

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO INTERSTATE HIGHWAY NO. 80 FROM ANY LOTS ABUTTING SAID STREETS.
- ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



ANDOVER POINTE
LA VISTA, NEBRASKA

FINAL PLAT

Revisions		Description	
No.	Date	Date	Description
1	07/07/2014	07/30/14	PLAT RESUBMITTAL PER CITY COMMENTS
2	10/15/14		REVISION
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6101 NEWPORT ROAD
POST OFFICE BOX 3015
KALAMAZOO, MICHIGAN 49003
PHONE (269) 323-9484
FAX (269) 321-7884

July 1, 2014

Mr. Christopher Solberg
City of LaVista
Planning Department
8116 Park View Blvd.
LaVista, NE 68128-2198

Re: Andover Pointe – Waiver Requests

Dear Chris:

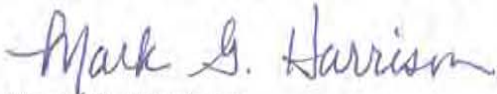
The Andover Pointe Apartment development will have multiple points of access to and from 132nd Street without connection to the north at 130th Street and Highland Boulevard. Roads constructed within the Andover Pointe Apartment development will be private and not a continuation of any public road. Therefore, we are writing to request the following waivers:

- Waiver of Article 4.02 of the Subdivision regulations regarding extension of existing streets that abut the plat for 130th Street; and
- Waiver of Article 4.02 of the Subdivision regulations regarding extension of existing streets that abut the plat for Highland Boulevard.

Please contact me with any questions or if additional information is required. I can be reached at the telephone number above or via email at mharrison@edwardrose.com.

Sincerely,

EDWARD ROSE DEVELOPMENT COMPANY, L.L.C.



Mark G. Harrison

/mr

c: Tom Wheatley; Jerry Speedy, Jim Hall, Kirsten Rimes, Steven D. Johnson, Esq.

SUBDIVISION AGREEMENT
Lot 1 Andover Pointe
132nd and Chandler Streets
R-3, High Density Residential PUD
(Private Financing)

THIS SUBDIVISION AGREEMENT (the "Agreement") is made this 17 day of March, 2015, by and between EDWARD ROSE DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company authorized to do business in Nebraska, (hereinafter referred to as "Subdivider"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City"). Subdivider and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

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

WHEREAS, Subdivider desires to own, develop and operate Lot 1 in a unified, compatible manner as a 438 unit multi-family residential housing project comprised of 16 separate residential apartment buildings, a total of 130 detached fully enclosed single-vehicle parking garages and 1 multiuse building (management office, community building, fitness center, maintenance and outdoor swimming pool) (the "Community Building"), all as presented to the City Council with the Subdivider's request for approval of the Plat, PUD Plan and Conditional Use Permit and as finally approved;

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

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

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

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

WHEREAS, Subdivider requested approval of the Plat, subject to the following provisions of the City of La Vista Zoning Ordinance: Section 5.08 (pertaining to R-3 High Density Residential District), Section 5.15 (pertaining to PUD), and Section 5.17.06 (Gateway Corridor Overlay District), and has agreed to meet all conditions of development and other requirements

of said zoning set forth in this Agreement; and

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Definitions

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

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

where required.

- G. "Land Utilization and Preparation Costs" shall include, but not be limited to, all costs pertaining to, or arising out of, determination of feasibility, acquisition, reclamation, preparation, enhancement and/or utilization of land within Andover Pointe, and all engineering, legal, financing and contracted or other services related thereto or to the following:
- (1) Soil and water tests, topographic surveys, geotechnical investigation and environmental studies and drainage studies, water drainage ways and surface water retention and/or detention basins or facilities, surveying, staking and testing;
 - (2) Platting (preliminary and final), and including replattings;
 - (3) Excavation, filling, compaction, stabilization and testing thereof;
 - (4) Grading;
 - (5) Erosion and silt control, including installation and removal thereof;
 - (6) Environmental studies and permits required by Corps of Engineers or other governmental agencies having jurisdiction in the matter and costs of compliance with the terms of such permits and requirements thereof;
 - (7) Buffer zones and areas to be landscaped or beautified, including trees and other plantings therein or therefor;
 - (8) Traffic and other required studies;
 - (9) Such other costs incurred to utilize and/or prepare land located within Andover Pointe to a City approved final grade, elevation, drainage control and soil condition ready for installation or construction of the Private Improvements and the Public Improvements authorized by this Agreement or to improve, enhance or beautify land.
- H. "Plat" or "the Plat," unless a contrary intent is indicated, shall mean the plat attached as Exhibit "A," as finally approved by the City Council.
- I. "PUD Plan" shall mean the Planned Unit Development Plan for the Subdivision, including, but not limited to, the Planned Unit Development Site Plan and Landscaping Plan attached as Exhibits "D" and "E," as finally approved by the City.
- J. "Subdivider's Engineer" shall mean E & A Consulting Group, Inc., which shall be the principal contact entity with the City in engineering matters.
- K. "Subdivision" or "Andover Pointe" shall mean the approximately 39.67 acres of land described in Exhibit "A" hereto.
- L. "Subdivider" shall mean Edward Rose Development Company, L.L.C. a Michigan limited liability company.
- M. "District" shall mean Sanitary and Improvement District No. 104 of Sarpy County Nebraska.
- N. "Public Improvements" shall mean those improvements described in Subsections

2B, 2C, 2F and 6.

- O. “Private Improvements” shall mean all improvements described in this Agreement, other than Public Improvements, including without limitation those improvements described in Subsections 2A, 2D, 2E and 2G.

2. Construction/Installation of Improvements Authorized.

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

A. Property Entrances/Exits Between Paving Line and Property Line, and Paving. Entrances/exits serving private property and paving shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit “C”, shall be installed at Subdivider cost and expense, and shall be Private Improvements.

B. Signalization of 132nd Street & Chandler Road. The City, pursuant to an interlocal or other agreement with benefited parties, or as the City otherwise determines appropriate, agrees to install the traffic signal at the intersection of 132nd & Chandler Road when warranted, as determined in the sole discretion of the City Engineer (the “Traffic Signal”), which shall be a Public Improvement. In recognition that the Subdivider has agreed to improve the intersection of 132nd and Chandler as described in the following Paragraph “C” at its sole cost and expense, the Subdivider shall not be required to contribute to the future construction of a traffic signal at 132nd and Chandler.

C. 132nd Street & Chandler Road Intersection Improvements. The Subdivider at its cost shall install northbound and southbound left turn lanes at the 132nd and Chandler intersection, as shown on Exhibit “F”, prior to the occupancy of the first dwelling units in Phase 1 of the PUD Plan. The Subdivider at its cost shall also construct a northbound right-turn deceleration lane as shown on Exhibit “F” by the time Subdivider has completed 75% of the planned residential units in the project or in conjunction with Phase 1 of the PUD Plan, when warranted as determined in the sole discretion of the City Engineer. The improvements on Exhibit “F” (the “Intersection Improvements”) shall be Public Improvements.

D. Storm Water Detention.

1) A drainage study for the Subdivision based on development of Lot 1 has been completed and the executive summary is attached hereto as Exhibit "G" ("Drainage Study"), the results of which include projections regarding storm water drainage from the Subdivision after it is developed, including construction of storm water detention facilities within the Subdivision ("Projected Post-Development

Drainage"). Subdivider certifies that, to the best of its knowledge, the Drainage Study is current, accurate and complete and that actual drainage from the Subdivision during and after development of the Subdivision will not exceed Projected Post-Development Drainage; provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Subdivider, at its cost, agrees to construct no later than the date(s) specified in or determined in accordance with Subsection 11(A)(1) the storm water detention basins and associated storm sewer piping and related improvements in accordance with the Preliminary Paving and Storm Sewer Plan attached hereto as Exhibit "C,". Subdivider, subject to any applicable permit, agreement or other requirement, shall connect to the existing storm sewer system. Storm water detention facilities and improvements are a Land Utilization and Preparation Cost within the meaning of Section 1 hereof and shall be constructed at Subdivider's expense. If actual drainage from the Subdivision during or after development exceeds Projected Post-Development Drainage, Subdivider, at its cost, shall take such additional actions within the Subdivision as are necessary or appropriate to reduce actual drainage from the Subdivision to the Projected Post-Development Drainage levels, to the satisfaction of the City Engineer. Provided, however, that Subdivider shall not be responsible for increased drainage from the Subdivision caused by improvements upstream of the Subdivision that are initiated and completed after the Drainage Study was completed, are beyond the control of Subdivider and materially increase the amount of storm water drainage flowing into the Subdivision. Prior to issuance of any building permit, Subdivider shall adopt a Post Construction Storm Water Management Plan governing perpetual operation, maintenance and repair of storm water detention basins and facilities in the Subdivision specified in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C", which Post Construction Storm Water Management Plan shall be in form and content attached hereto in Exhibit "H," subject to such modifications as required by the City Administrator in consultation with the City Engineer. Subdivider at its cost shall maintain and repair all storm water detention facilities and appurtenances constructed by Subdivider within the Subdivision, which shall be Private Improvements.

2) All work and improvements required of Subdivider in this Subsection 2D, and related designs, contracts, plans and documents, shall be subject to prior review and approval of the City Engineer.

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

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

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

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

3. Allocation of Cost of Improvements

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

A. Paving. The cost of Lot 1 entrances/exits serving private property and paving and related expenses shall be defrayed as follows: One hundred percent (100%) of the cost of Lot 1 entrances/exits serving private property and paving as shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C" and related improvements shall be paid as a Subdivider cost.

B. Signalization of 132nd Street & Chandler Road. One hundred percent (100%) of the cost of the Traffic Signal shall be paid by the City or pursuant to an interlocal or other agreement with benefited parties. In recognition that the Subdivider has agreed to improve the intersection of 132nd and Chandler at its sole cost and expense as described in the following Paragraph "C", the

Subdivider shall not be obligated to pay any of the cost of the Traffic Signal.

- C. 132nd & Chandler Road Intersection Improvements. One hundred percent (100%) of the cost of the Intersection Improvements, as shown on Exhibit "F" shall be paid by the Subdivider.
- D. La Vista Special Sewer/Drainage Fee. The City of La Vista imposes a special sewer/drainage fee. The total estimated fee for Lot 1 of the Subdivision at current rates is \$376,904, computed as follows:

Lot 1—438 apartment units @ \$858 per unit: \$ 375,804

Lot 1-1 clubhouse @ \$1,100 per unit: \$ 1,100

Payment by Subdivider shall be made at the time the building permit for each building is issued and at the rates in effect at the time.

- E. Land Utilization and Preparation Costs. Land utilization and preparation costs as defined in Section 1 hereof, including without limitation all improvements and work pursuant to Section 2.D Storm Water Detention, shall be paid solely by Subdivider.
- F. Storm Sewer. One hundred percent (100%) of the cost of all storm sewers constructed within or serving the Subdivision, including manholes, inlets and other appurtenances, as shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C," shall be paid solely by Subdivider.
- G. Sanitary Sewer. One hundred percent (100%) of the cost of all sanitary sewers constructed by Subdivider, within or serving the Subdivision, including manholes and other appurtenances, as shown in the Preliminary Sanitary Sewer and Water Plan attached as Exhibit "I," shall be paid solely by Subdivider.
- H. 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.
- I. 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.

4. General Agreements of Subdivider

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

A. Compliance with City Construction Requirements. Subdivider, in addition to any other requirements of applicable law or regulations, will abide by and incorporate into all contracts for Public Improvements to be constructed by Subdivider under this Agreement, the provisions required by the regulations and standards of the City and Sarpy County pertaining to construction of such Public Improvements in Subdivisions or within street right-of-way, and testing procedures therefore; provided, however, if there is any conflict or ambiguity between or among any such regulations or standards, the higher standard or quality shall control. All plans, specifications and contracts for such proposed improvements and proposed maintenance agreements for said Public Improvements shall be submitted to the City for review and approval prior to commencement of the work.

B. Preconstruction Requirements. Prior to recording of the Plat, Subdivider will (i) in addition to any bonds required by any other provision of this Agreement, present to the City Administrator for the benefit of the City binding bonds or letters of credit in an amount of 110% of the total estimated costs of the Public Improvements to be constructed by Subdivider under this Agreement, in form and content satisfactory to the City Administrator, or (ii) complete said improvements and provide as-constructed records, certificates of completion and other required documentation, to the satisfaction of the City Engineer. If the Subdivider provides bonds pursuant to subsection (i) of the foregoing sentence, the City, upon Subdivider completing the Public Improvements, shall promptly release such bonds to the Subdivider at such time as the Subdivider's Engineer provides as-constructed records, certificates of completion of said work and improvements and other required documentation, to the satisfaction of the City Engineer.

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

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

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

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

F. In the event the Subdivider records the Plat and, before commencing any

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

- G. Non-Discrimination. In the performance of this contract, neither the Subdivider nor the City shall discriminate against any parties or persons on account of race, national origin, sex, age, disability, political or religious affiliations in violation of federal and state laws or local ordinances.
- H. The Subdivider agrees to cooperate and use all reasonable good faith efforts to complete any and all improvements and/or work required of it hereunder in a timely and orderly manner so as not to delay recording of the Plat, receipt of building permits, development of the Subdivision, or obtaining of certificates of occupancy.

5 Construction Standards and Procedures

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

- A. City Approvals. All Public Improvements will be constructed in strict accordance with contracts, plans and specifications and locations approved in advance in writing by City's Engineer and in strict accordance with the City's policies and minimum standards and requirements of construction and testing procedures therefore, and directions of City Engineer, and that upon completion of construction thereof, Subdivider shall furnish to City a certificate from its consulting engineer so certifying. All Private Improvements will be built in accordance with this Agreement and applicable requirements of the City building code or other applicable laws or regulations.
- B. Testing. Subdivider shall cause appropriate testing of materials and work finished in respect to the construction of Public Improvements and shall furnish City's engineers with copies of test results. City's engineers may order additional paving core tests, sewer televising or other tests, the cost of which shall be paid by Subdivider to the party performing the testing procedures, which additional testing costs shall also be a cost of the Public Improvement. Neither the Subdivider nor any other party shall be entitled to rely upon any inspections made by the City for any purpose whatsoever. The sole responsibility for proper inspection and certification as to completion remains with the Subdivider and its engineers.
- C. Construction Record Drawings. Subdivider shall cause "Construction Record Drawings", in reproducible form, and specifications for all Public Improvements that Subdivider shall have heretofore or hereafter constructed within the area to be developed to be furnished to City, in triplicate, promptly and without cost to the City. All such plans shall be submitted on reproducible mylar, except where the City agrees otherwise. The engineering costs attributable to the production of said "Construction Record Drawings" shall be an engineering fee within the

meaning of Subsection 1-D, supra. Subdivider shall, prior to the Subdivider's solicitation of bids for any Public Improvement within the area to be developed, require Subdivider's Engineers to file with the City said Engineers' separate written assurance and agreement that said "Construction Record Drawings" will be prepared and filed with the City upon the completion of each Public Improvement.

- D. Compliance With Law. All Public Improvements shall comply with all applicable federal and state and County laws and regulations in general and with all applicable ordinances and regulations of the City in reference to construction, use, operation and maintenance; provided, however, if there is any conflict or ambiguity between or among any such laws and regulations, the higher standard or quality shall control.
- E. Compliance with City Engineer Determinations. In the event that City's Engineers determine that there is anything in the construction, use, maintenance or operation of any Public Improvements which will, in the opinion of City's Engineers, be detrimental to any other improvement or utility constructed or to be constructed in the same right-of-way or easement, Subdivider will, on notice thereof, promptly cause its engineers to jointly review and evaluate the problem with City's engineer and formulate a plan for corrective action acceptable to the City Engineer and Subdivider which shall be implemented by Subdivider at Subdivider's cost.
- F. Bonds. Subdivider, in addition to any bonds or letters of credit required by any other provision of this Agreement, shall require each contractor performing work on Public Improvements on behalf of the Subdivider to furnish a performance and maintenance bond, and to warrant the work against any defects for a minimum of two years after completion, with Subdivider and City as joint and several obligees thereon, which bond and warranty shall be subject to the City approval as to surety, form and terms.
- G. Easements. Any easements required from Subdivider for Public Improvements hereunder by the City or its designee shall be provided at no cost to the City or its designee.

6. Sidewalks. Subdivider, at its sole cost and at no cost to the City, shall install or cause to be installed sidewalks along the east side of 132nd Street adjacent to Lot 1 by the time Subdivider has completed 75% of the planned residential units in the project or at such earlier time as they are warranted as determined in the sole discretion of the City Engineer. Such sidewalks shall be constructed at Subdivider's expense. All sidewalks, whenever installed, shall be constructed in accordance with the City sidewalk regulations and policies as they may from time to time exist, and shall be maintained at Subdivider's expense.

7. Maintenance of Improvements. In addition to any other maintenance required of Subdivider pursuant to this Agreement or applicable laws or regulations, Subdivider shall continuously and permanently maintain and keep in good repair, and reconstruct or replace if required of Subdivider herein or by applicable agreements, laws, rules or regulations, all Private Improvements Subdivider constructs or makes or causes to be constructed or made

with respect to development of the Subdivision, including, but not limited to landscaping. Not in limitation of any of the foregoing, all landscaping within the Subdivision shall be warranted by the landscape contractor for at least two growing seasons, and any replacement, repair or reconstruction shall be of equal or better maturity, type, quality and quantity, regardless whether or not the replacement, repair or reconstruction occurs within or after an applicable warranty period.

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

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

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

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

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

A. Storm Water Detention. In regards to storm water detention facilities:

- (1) Subdivider's construction of storm water detention basins and facilities

within the Subdivision shall be in accordance with the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C". Construction of storm water detention basins and facilities within Lot 1 shall be staged in accordance with the staged construction of buildings by Subdivider and shall be completed as necessary to handle the storm water associated with the developed portions of Lot 1, which staging and schedule for construction and completion of storm water detention basins and facilities shall be subject to approval of the City Engineer before any building permit is issued for any building within the Subdivision.

- (2) Any change of a location of a detention basin from that shown in the Preliminary Paving and Storm Sewer Plan attached as Exhibit "C" shall require approval of the City Engineer, as will any relocation of the basin from its City approved location.
- (3) The detention basins shall be on private property. Subdivider at its cost shall be responsible for construction and continuous and permanent maintenance and repair of all detention basins and facilities located within the Subdivision.
- (4) The City shall have an easement for access to all detention basins, as may be relocated or redesigned from time to time in accordance with this Section 11, for inspection and any follow up, in the City's sole discretion, as is set forth in the Post Construction Storm Water Management Plan Maintenance Agreement and Easement attached as Exhibit "K", which Subdivider shall record with the Sarpy County Register of Deeds.
- (5) If a relocation or design modification of detention facilities is necessary or desirable, the Parties will make a good faith effort to cooperate in making such amendments to the Post Construction Storm Water Management Plan Maintenance Agreement and Easement as are needed to accommodate such relocation or design modification, which modification and amendments shall be in form and content satisfactory to the City Engineer.

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

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

- D. Subdivider on a permanent and continuous basis shall provide for proper and continuous maintenance and upkeep within the Subdivision in accordance with ordinances, codes, rules and regulations from time to time adopted or amended by the City and setting forth requirements applicable to maintenance and upkeep of residential real property and related improvements, including, but not limited to, requirements applicable to multifamily housing, residential rental properties and landscaping. When replacement of landscaping is required, the replacement shall be of the same or better quality, maturity, type and quantity as the plants or materials originally required.
- E. If Subdivider fails to timely and fully perform any responsibility set forth in Subsection D of this Section within thirty (30) days after written notice from the City of such failure or such later time period as set forth in the next sentence, the City, at its option, may itself take such curative or remedial action as it determines appropriate, or cause such action to be taken, and assess any cost thereof against the Subdivider or against Lot 1 of the Subdivision as a lien. If it is not possible for Subdivider to perform such responsibility within such thirty (30) day period, such period of time shall be extended by the number of days reasonably necessary to perform such responsibility, provided that Subdivider commences curative actions within the time required by this subsection E and diligently pursues and completes the same as soon as reasonably possible, and provided further that allowing additional time does not present or increase risk of harm to persons or property.
- F. Subdivider, before any voluntary or involuntary sale, transfer or conveyance resulting in separate ownership of any two or more parts of the Property, shall record with the Sarpy County Register of Deeds a declaration of covenants running with all property within the Subdivision (except any vacant property sold, transferred or conveyed that will not be served by any public services or public or private improvements to, from, over, under, through or across the remaining property, and that will not serve the remaining property by any public services or public or private improvements to, from, over, under, through or across the vacant property) and in form and content satisfactory to the City Engineer, which document shall provide for access, use, maintenance, upkeep, replacement and repair of services, equipment, facilities or improvements serving or shared by more than one subdivided portion of the Property, including without limitation, services, equipment, facilities or improvements relating to sewers, gas, water, electric, telecommunications, cable or other utilities, roads, parking or recreation.
- G. Subdivider shall be responsible for ensuring compliance with requirements regarding erosion control when developing the Subdivision.
- H. Any City approval or any notice required under this Agreement must be in writing to be effective.
- I. If any provision of this Agreement is determined unenforceable, the unenforceable provision shall be deemed stricken and the remainder of the Agreement shall be enforced.

- J. 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.
- K. Watershed Management Fees: The Subdivider shall pay City Watershed Management Fees with respect to development of Lot 1 of the Subdivision. This fee shall be computed as follows, based on the City's adopted fee rate that is in effect at the time the payment is made. At the rate in effect on the date of execution of this Agreement, the fee for the entire Lot 1 would be:

Lot 1, High-Density Multi-Family Residential Development
39.67± AC @ \$3,619/AC \$143,565.73

The Subdivider plans to construct a total of 17 primary buildings (16 residential buildings and 1 Community Building) and related garages over a period of 2 or more years, subject to provisions of the subdivision regulations or Conditional Use Permit regarding timing. On average, each of the 17 buildings will require 2.33 acres ($39.67/17=2.33$) in Lot 1. Because Subdivider will develop individual buildings on Lot 1 over an extended time period, the City agrees that the aforesaid fee may be paid by Subdivider for each building, based on the 2.33 acre average per building, when the building permit for the building is issued. By way of example, if initial construction of the project consisted of 3 residential buildings and the Community Building and the related garages, the fee would be:

2.33 acres x 4 @ \$3,619 for a total of \$33,729.08

The fee stated in this section above is stated at the rates currently in effect and is subject to increase. With respect to each building, the rates in effect at the time of issuance of the building permit for said building, if greater than the above stated rates, will be the rates to be paid. Payment must be made to City's Permits & Inspections Division before a building permit for the building will be issued and before the commencement of construction of any improvements related to such building.

- L. City Engineer Review. All preliminary plans described in this Agreement shall be finalized and subject to review and final approval of the City Engineer prior to building permit approval, grading permit approval, storm water management permit approval, and authorization to construct public improvements as applicable.

12. Agreements Herein Constitute Covenants Running with Land. This Agreement and the agreements and understandings contained or incorporated herein constitute covenants running with the land and shall be binding upon the Subdivider and its successors, heirs, assigns, lenders, mortgagees and others gaining or claiming an interest or lien against any property within the Subdivision tract. This Agreement shall be subject to approval of the City Council and cannot be changed without City Council approval and a written amendment executed by a proper City official.

13. 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 E & A Consulting Group, Inc. engineers for Subdivider. The Exhibits (Exhibits "A" thru "K") are attached hereto and made a part of this Agreement, and said Exhibits are incorporated herein by this reference as follows, together with any other documents or instruments referenced in this Agreement:

Exhibit "A":	Final Plat
Exhibit "B":	Conditional Use Permit
Exhibit "C":	Preliminary Paving and Storm Sewer Plan
Exhibit "D":	Planned Unit Development ("PUD") Site Plan
Exhibit "E":	Landscaping Plan
Exhibit "F":	132 nd and Chandler Intersection Improvements
Exhibit "G":	Drainage Study (Executive Summary)
Exhibit "H":	Post Construction Storm Water Management Plan
Exhibit "I":	Preliminary Sanitary Sewer & Water Plan
Exhibit "J":	Sewer Connection Agreement
Exhibit "K":	Post Construction Storm Water Management Plan Maintenance Agreement and Easement

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

Owner:

Edward Rose Development Company, L.L.C., a Michigan limited liability company

By: _____
_____, it's Manager

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

On this ____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be Manager of Edward Rose Development Company, L.L.C., a Michigan limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

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

Notary Public

ATTEST:

CITY OF LA VISTA.

Pamela Buethe, City Clerk

Douglas Kindig, Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

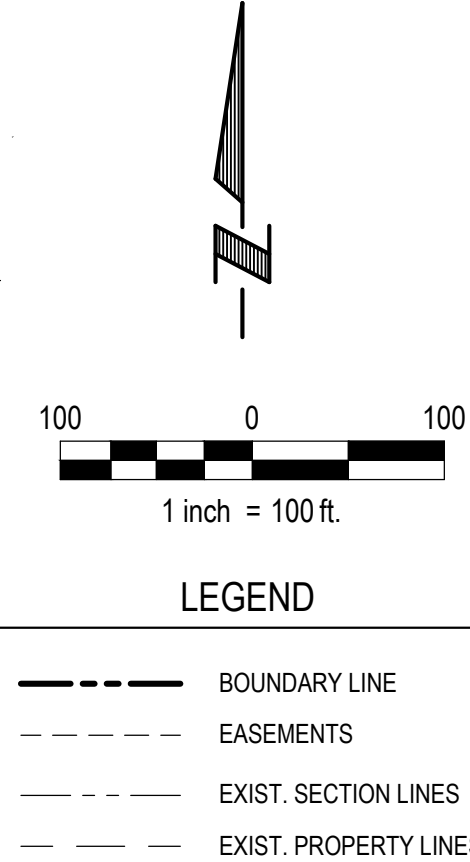
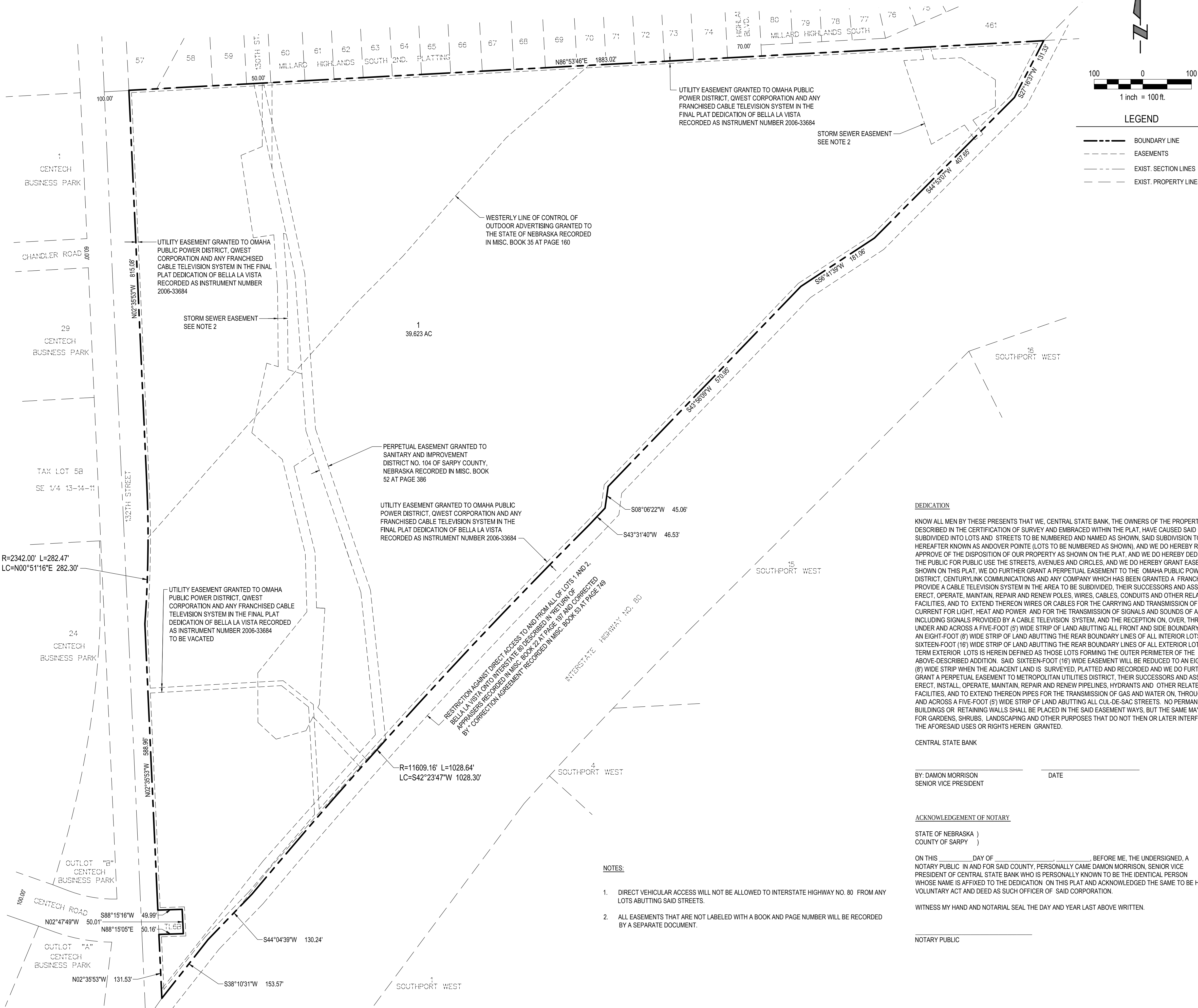
On this _____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed.

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

Notary Public

ANDOVER POINTE

LOT 1
A TRACT OF LAND BEING LOTS 1 AND 2, BELLA LA VISTA, A SUBDIVISION
LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12
EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THIS PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS FOR SURVEYORS ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AS ANDOVER POINTE AND THAT PERMANENT MARKERS HAVE BEEN PLACED ON ALL LOT CORNERS, ANGLE POINTS, AND AT THE ENDS OF ALL CURVES WITHIN THE SUBDIVISION TO BE KNOWN AS ANDOVER POINTE. A TRACT OF LAND BEING LOTS 1 AND 2, BELLA LA VISTA, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, BELLA LA VISTA, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 57, MILLARD HIGHLANDS SOUTH 2ND PLATTING, A SUBDIVISION LOCATED IN SAID SECTION 18, AND ALSO ON THE EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET; THENCE N86°53'46"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 2, BELLA LA VISTA, SAID LINE ALSO BEING THE SOUTHERLY LINE OF LOTS 57 THRU 74, SAID MILLARD HIGHLANDS SOUTH 2ND PLATTING, AND ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF 130TH STREET, AND ALSO THE SOUTHERLY RIGHT OF WAY LINE OF HIGHLAND BOULEVARD, AND ALSO THE SOUTHERLY LINE OF LOT 461, MILLARD HIGHLANDS SOUTH, A SUBDIVISION LOCATED IN SAID SECTION 18, A DISTANCE OF 1883.02 TO THE NORTHEAST CORNER OF SAID LOT 2, BELLA LA VISTA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 461, MILLARD HIGHLANDS SOUTH, AND ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80, THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 2, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1, BELLA LA VISTA, AND ALSO SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 ON THE FOLLOWING 9 DESCRIBED COURSES: S27°16'37"W, A DISTANCE OF 131.33 FEET; THENCE S44°53'07"W, A DISTANCE OF 407.65 FEET; THENCE S56°41'39"W, A DISTANCE OF 181.06 FEET; THENCE S43°56'09"W, A DISTANCE OF 570.95 FEET; THENCE S08°06'22"W, A DISTANCE OF 45.06 FEET; THENCE S43°31'40"W, A DISTANCE OF 46.53 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 11,609.16 FEET, A DISTANCE OF 1028.64 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S42°23'47"W, A DISTANCE OF 1028.30 FEET; THENCE S44°04'39"W, A DISTANCE OF 130.24 FEET; THENCE S38°10'31"W, A DISTANCE OF 153.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BELLA LA VISTA, SAID POINT ALSO BEING THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET AND SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80; THENCE N02°35'53"W ALONG THE WESTERLY LINE OF SAID LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET, A DISTANCE OF 131.53 FEET TO THE SOUTHWEST CORNER OF TAX LOT 6B, A TAX LOT LOCATED IN SAID SW1/4 OF SECTION 18; THENCE N88°15'05"E ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 50.16 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 6B; THENCE N02°47'49"W ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 50.01 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 6B; THENCE S88°15'16"W ALONG SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID TAX LOT 6B, A DISTANCE OF 49.99 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 6B, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 132ND STREET, SAID LINE ALSO BEING SAID WESTERLY LINE OF LOT 1, BELLA LA VISTA, AND ALSO THE WESTERLY LINE OF SAID LOT 2, BELLA LA VISTA ON THE FOLLOWING 3 DESCRIBED COURSES: N02°35'53"W, A DISTANCE OF 588.96 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 2342.00 FEET, A DISTANCE OF 282.47 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N00°51'16"E, A DISTANCE OF 282.30 FEET; THENCE N02°35'53"W, A DISTANCE OF 815.08 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,725,979 SQUARE FEET OR 39.623 ACRES MORE OR LESS.

JOHN W. VON DOLLEN LS-579 DATE

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF ANDOVER POINTE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____.

CHAIRMAN OF LA VISTA CITY PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF ANDOVER POINTE (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ON THIS _____ DAY OF _____, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

ATTEST CITY CLERK MAYOR

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE COUNTY TREASURER

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ANDOVER POINTE WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 20_____.

COUNTY SURVEYOR / ENGINEER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, CENTRAL STATE BANK, THE OWNERS OF THE PROPERTY DESCRIBED IN THE CERTIFICATION OF SURVEY AND EMBRACED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN; SAID SUBDIVISION TO BE HEREAFTER KNOWN AS ANDOVER POINTE (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THE PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES AND CIRCLES, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK COMMUNICATIONS AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER, AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM, AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5) WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT-FOOT (8) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN-FOOT (16) WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE-DESCRIBED ADDITION. SAID SIXTEEN-FOOT (16) WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8) WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITIES DISTRICT, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5) WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

CENTRAL STATE BANK

BY: DAMON MORRISON DATE
SENIOR VICE PRESIDENT

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAMON MORRISON, SENIOR VICE PRESIDENT OF CENTRAL STATE BANK WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

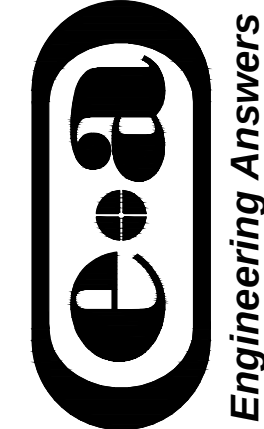
WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

NOTES:

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO INTERSTATE HIGHWAY NO. 80 FROM ANY LOTS ABUTTING SAID STREETS.
- ALL EASEMENTS THAT ARE NOT LABELED WITH A BOOK AND PAGE NUMBER WILL BE RECORDED BY A SEPARATE DOCUMENT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



Engineering Answers

ANDOVER POINTE
LA VISTA, NEBRASKA

FINAL PLAT

Revisions		Description	
No.	Date	By	Check
1	07/30/14	JMT	PER CITY COMMENTS
2	10/15/14	TRH	REVISION
3	11/10/14	TRH	REVISION
4	11/10/14	TRH	REVISION
5	11/10/14	TRH	REVISION
6	11/10/14	TRH	REVISION
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Exhibit A

EXHIBIT B

CITY OF LAVISTA
CONDITIONAL USE PERMIT

CONDITIONAL USE PERMIT FOR ANDOVER POINTE APARTMENTS

(Lot 1, Andover Pointe)

This Conditional Use Permit is issued this 17 day of March, 2015 by the City of La Vista, a municipal corporation in Sarpy County, Nebraska ("City") to Edward Rose Development Company, L.L.C., a Michigan limited liability company authorized to do business in Nebraska ("Edward Rose" or "Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Edward Rose is the legal owner of the property to be platted or replatted as Lot 1, Andover Pointe Subdivision, Sarpy County, Nebraska, as described or depicted in Exhibit "A," consisting of 39.67 acres, more or less ("Lot 1"), which property is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction. Edward Rose desires to develop Lot 1 in a unified, compatible manner as a multi-family housing development.

WHEREAS, Edward Rose, subject to recording with the Sarpy County Register of Deeds the approved plat of Lot 1, Andover Pointe, a subdivision in Sarpy County, Nebraska, shall construct and operate a multiple family dwelling complex to be known as Andover Pointe Apartments upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lot 1, Andover Pointe, a subdivision in Sarpy County, Nebraska (the "Property"),

being approximately 39.67 acres, and which complex will be comprised of 16 residential buildings (aggregating 438 total residential units), 130 detached enclosed garages, 1 combined manager office and community building and an antenna tower solely for the purpose of providing private cable television service for residents of Andover Pointe Subdivision (the "Antenna Tower"), as presented to the City with Edward Rose's request for platting, planned unit development and conditional use permit, and modified and approved by the City Council.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating a multiple family dwelling complex and Antenna Tower 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. Architectural review of the building design, landscaping, lighting and Antenna Tower has been completed and the foregoing plans are approved as shown in Exhibits " C " through " I ".
- c. 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, Andover Pointe ("Final Plat"), Planned Unit Development Plan ("PUD") and Subdivision Agreement applicable to the Property, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the Site Plan must be submitted to the Chief Building Official for approval. Modification of any other document or Exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or Exhibit to be modified.
- d. In accordance with the PUD, the minimum number of fully enclosed single-vehicle parking garages shall be .30 fully enclosed single-vehicle parking garages per residential unit as depicted in the approved Site Plan.
- e. In accordance with the PUD, in addition to the entrance sign at the northerly 132nd Street entrance to Lot 1, a second entrance sign shall be allowed at the southerly 132nd Street entrance to Lot 1; which signage, including without limitation design, location, placement and dimensions, shall be subject to approval of the City Planner.
- f. There shall be no construction traffic on Highland Boulevard related to development on Lot 1.
- g. As-built topographic surveys of the storm water detention areas constructed in accordance with the Subdivision Agreement shall be provided to the City before certificates of occupancy are issued for any completed building on the Property, with a requirement that any variances from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
- h. 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.
- i. Owner shall obtain all required permits for the Uses from the City of La Vista.
- j. 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.
- k. 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.
- l. A drainage study for the Property has been completed, as referenced in the Subdivision Agreement, with respect to the proposed Uses on Lot 1. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
- m. Owner shall ensure that the leasing and business office on the property will be staffed during normal business hours.
- n. If at any time any part of Lot 1 is owned by any person or entity other than Owner, all owners shall cooperate and coordinate to carry out Subdivider (as "Subdivider" is defined in the Subdivision

Agreement) obligations under the Subdivision Agreement.

3. In respect to the Gateway Corridor Overlay District, building design has been approved per letter from the City's design review architect, BCDM Architecture, dated August 28, 2014.
4. 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. Owner will not have more than four (4) foundations on which framing has not commenced without approval of the Chief Building Official.
 - c. Temporary fencing shall be constructed around any foundations other than "slab-on-grade" that framing has not commenced upon within eight months after inspection of the foundation has been completed;
 - d. 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.
5. 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.

Provided, however, the parties agree that provisions of this Section 5 are severable as to the Antenna Tower, meaning if an uncured breach or other occurrence described in this Section 5 occurs only with respect to the Antenna Tower, this Permit and the permitted use for the Antenna Tower shall cease and this Permit and the permitted use for multifamily residential use in accordance with this Permit shall continue in effect.

6. 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
7. 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.

8. 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.
9. Notwithstanding any other provision that may be to the contrary, the rights given and obligations created under this Permit are intended to be and shall be severable as to the Antenna Tower Use, meaning, should there be an uncured breach of this Permit solely with respect to the Antenna Tower, this Permit and the permitted use for the Antenna Tower shall terminate and this Permit and the permitted use for multifamily residential use in accordance with this Permit shall continue in effect.
10. 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.
11. 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.
12. 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 12 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. Provided, however, a failure to cure a breach that is solely with respect to the Antenna Tower shall not give the City the right to terminate this Permit with respect to other Permitted Uses, including, but not limited to, multifamily residential uses.
13. 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.
14. 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: Edward Rose Development Company, L.L.C.
6101 Newport Road
PO Box 3015
Kalamazoo, Michigan 49003

15. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

16. Exhibits. The following exhibits are incorporated herein by reference:

Exhibit "A":	Final Plat
Exhibit "B":	Site Plan
Exhibit "C":	Landscaping Plan
Exhibit "D":	Sign Plan
Exhibit "E":	Dumpster Fence Detail
Exhibit "F":	Sections
Exhibit "G":	Site Lighting Plan
Exhibit "H":	Design Review Approval Letter and Certificate of Approval
Exhibit "I":	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 _____, 2015, 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:

Edward Rose Development Company, L.L.C., a
Michigan limited liability company

By: _____, it's Manager

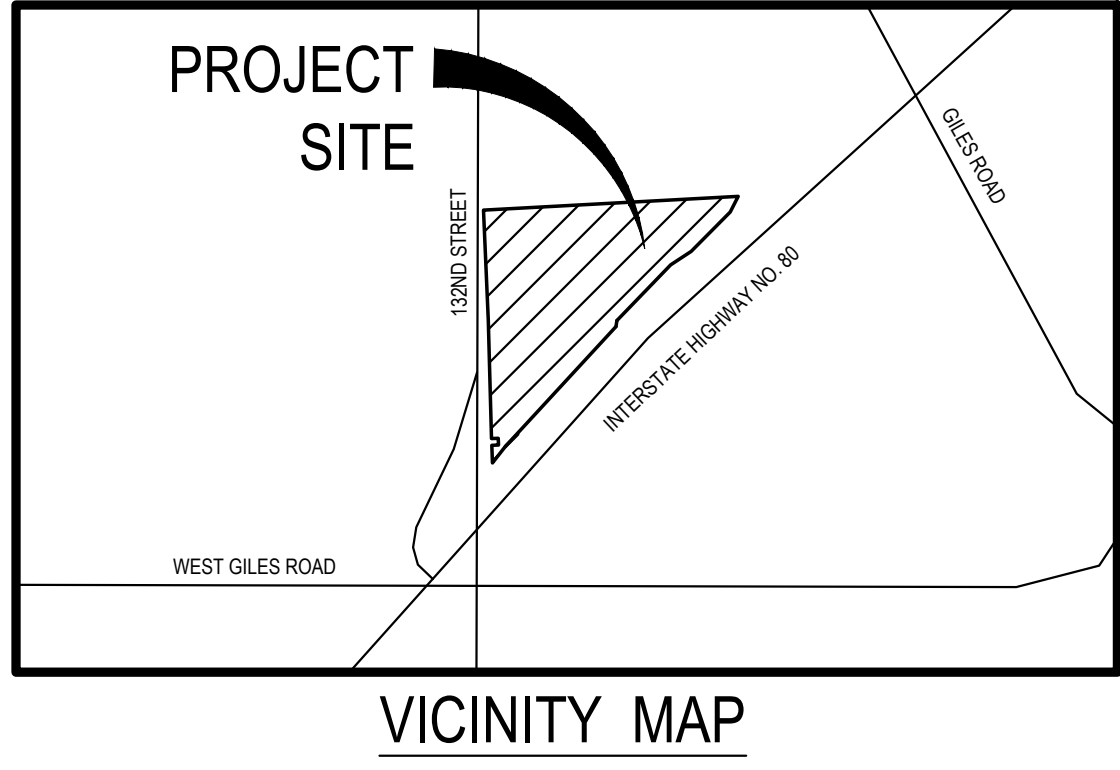
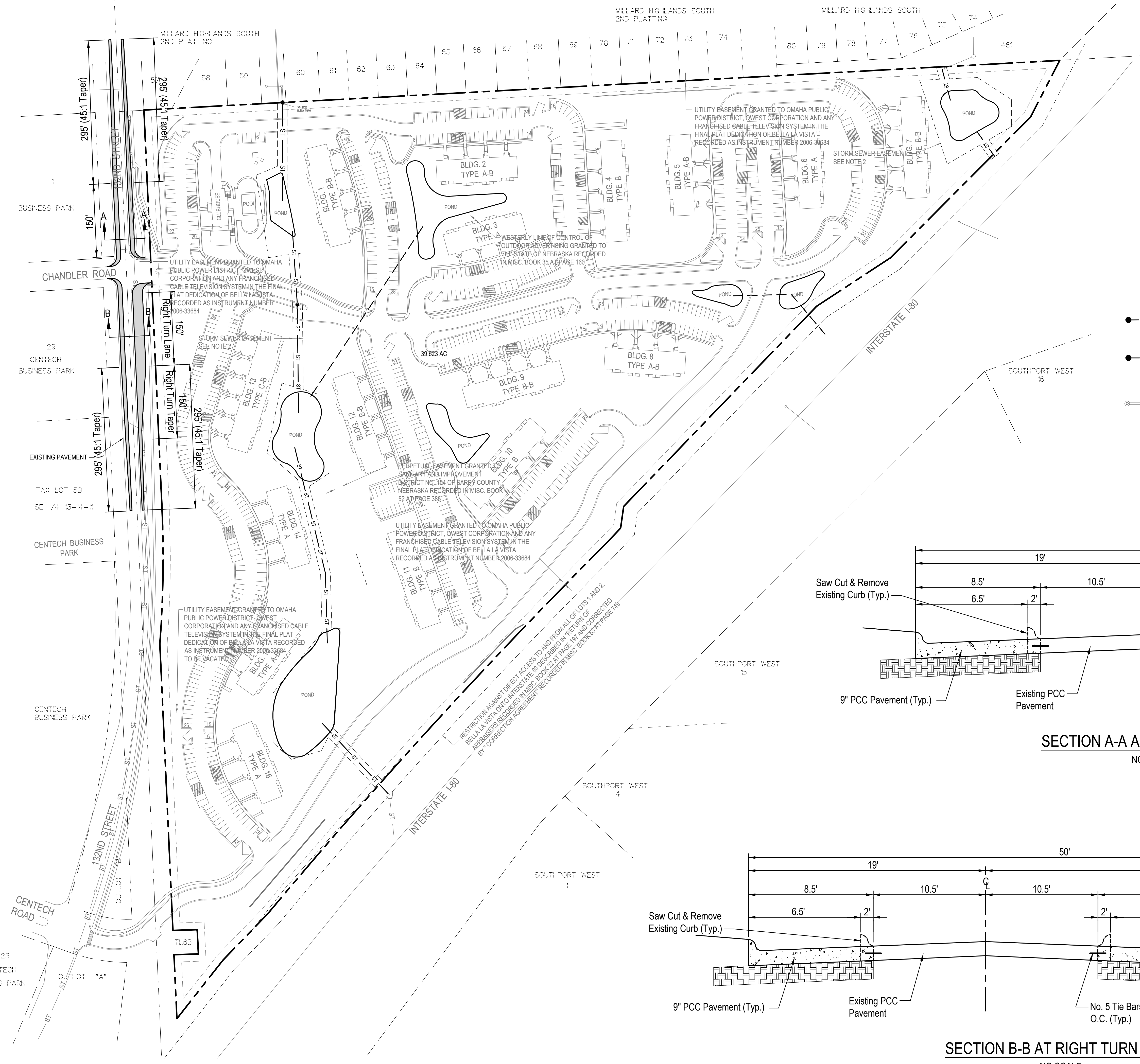
ACKNOWLEDGMENT OF NOTARY

STATE OF MICHIGAN)
)
COUNTY OF KALAMAZOO)

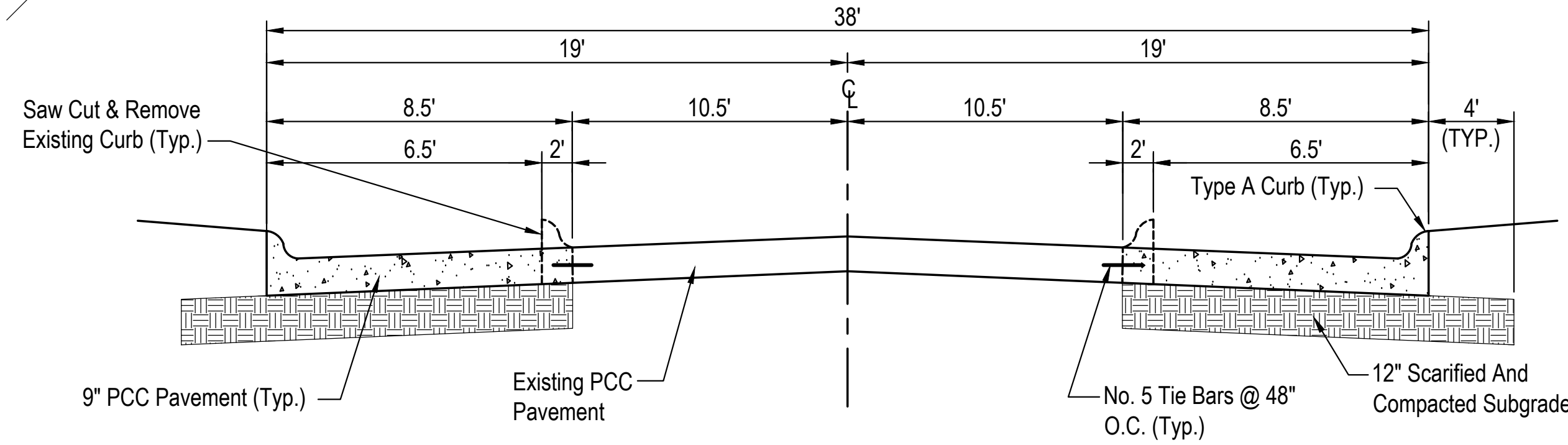
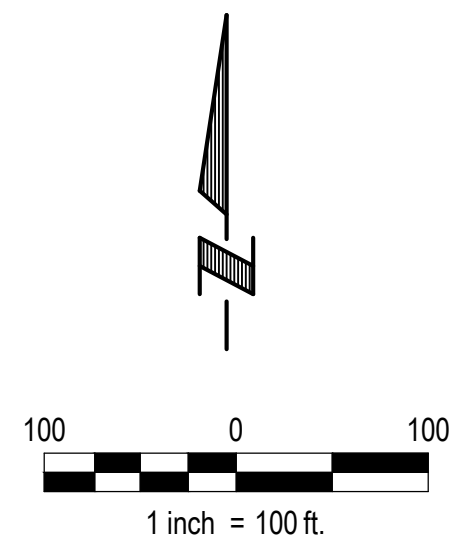
On this ____ day of _____, 2015, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____ personally known by me to be a Manager of Edward Rose Development Company, L.L.C., a Michigan limited liability company, and the identical person whose name is affixed to 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.

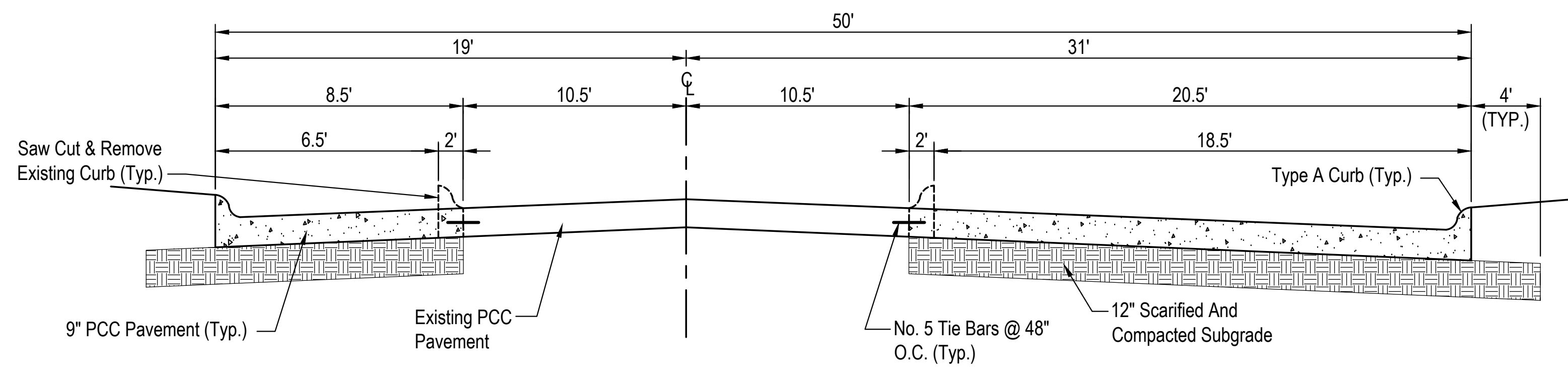
Notary Public



- LEGEND**
- PROPOSED PUBLIC STREET WIDENING
 - PROPOSED PUBLIC STORM SEWER
 - PROPOSED PRIVATE STORM SEWER
 - EXISTING PUBLIC STORM SEWER



SECTION A-A AT LEFT TURN LANE
NO SCALE



SECTION B-B AT RIGHT TURN LANE
NO SCALE

Exhibit C

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

Engineering Answers

330 North 117th Street Omaha NE 68154
Phone: 402.895.4700 Fax: 402.895.3599
www.eacg.com

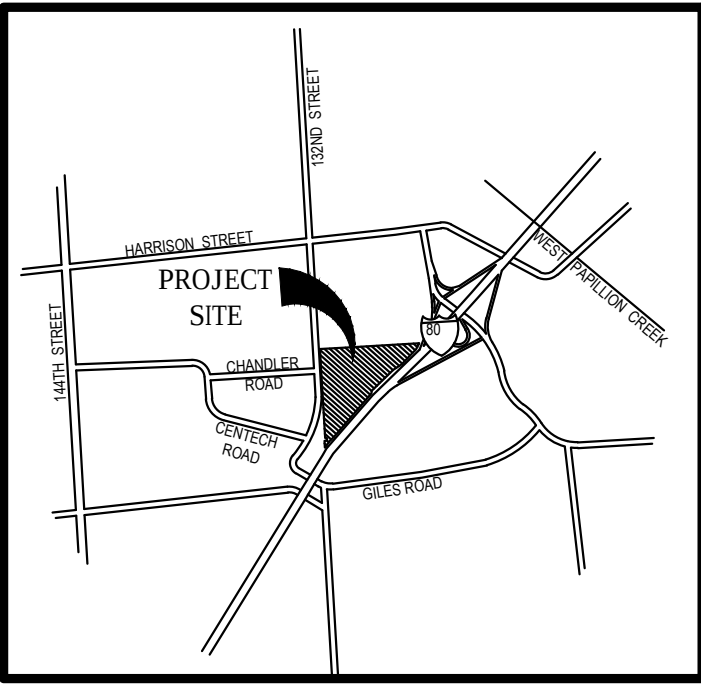
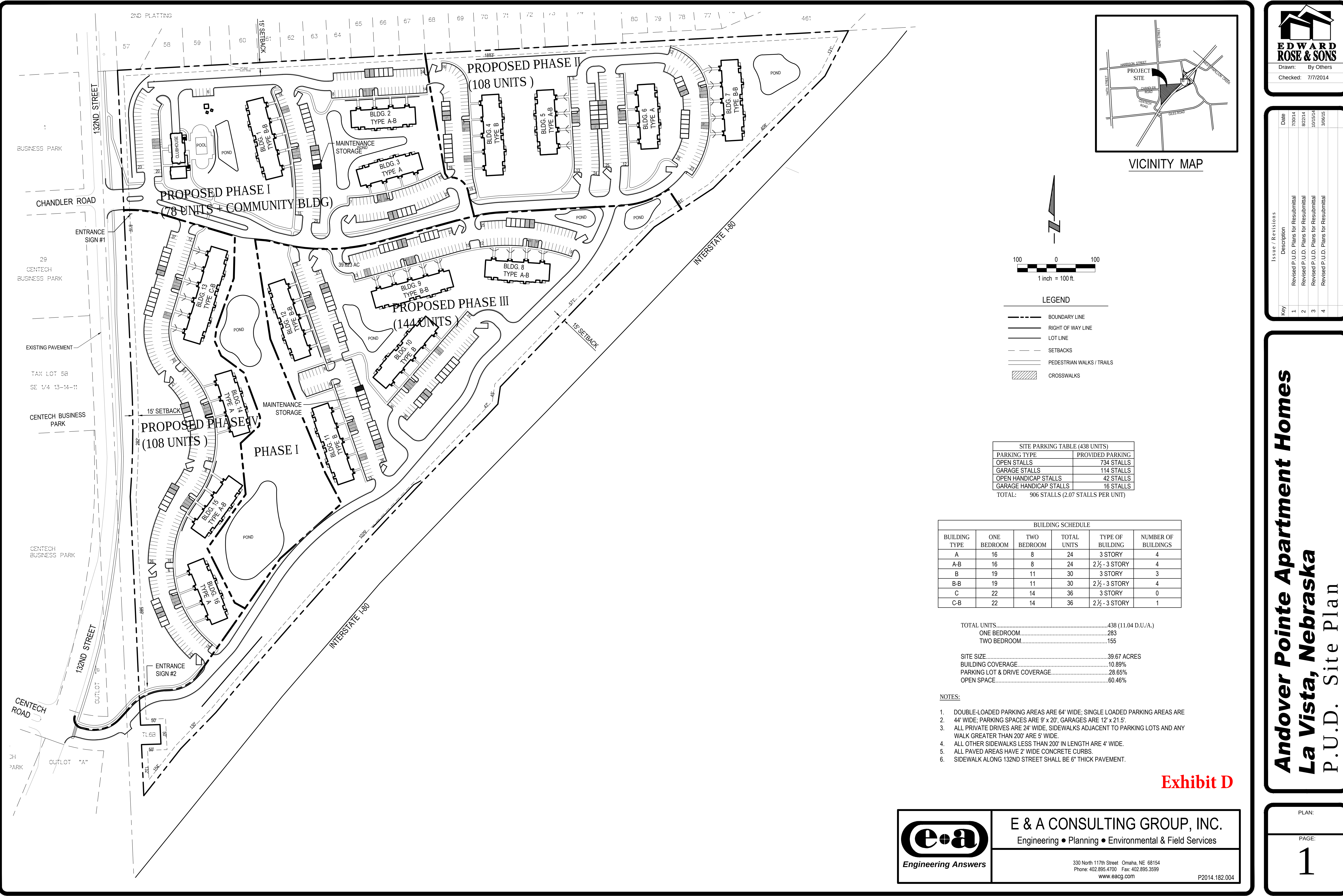
ANDOVER POINTE
SARPY COUNTY, NEBRASKA

Exhibit "B"
Preliminary Paving &
Storm Sewer Plan

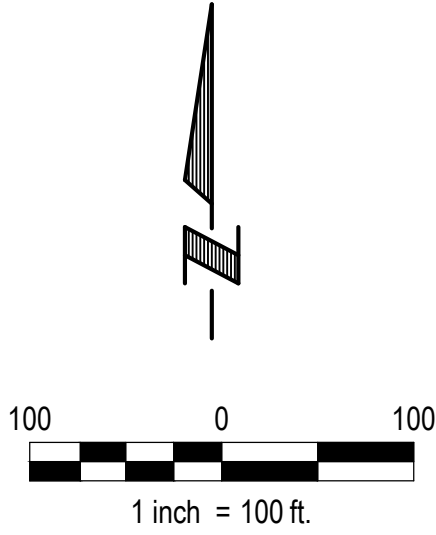
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2		MTP
3		1"=100'
Sheet	1	of 1

Proj No: 2014.182.004
Date: 10/24/2014
Designed By: MTP
Drawn By: MTP
Scale: 1"=100'
Sheet: 1 of 1

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Narim Feyen



VICINITY MAP



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- SETBACKS
- PEDESTRIAN WALKS / TRAILS
- CROSSWALKS

SITE PARKING TABLE (438 UNITS)	
PARKING TYPE	PROVIDED PARKING
OPEN STALLS	734 STALLS
GARAGE STALLS	114 STALLS
OPEN HANDICAP STALLS	42 STALLS
GARAGE HANDICAP STALLS	16 STALLS
TOTAL: 906 STALLS (2.07 STALLS PER UNIT)	

BUILDING SCHEDULE					
BUILDING TYPE	ONE BEDROOM	TWO BEDROOM	TOTAL UNITS	TYPE OF BUILDING	NUMBER OF BUILDINGS
A	16	8	24	3 STORY	4
A-B	16	8	24	2 1/2 - 3 STORY	4
B	19	11	30	3 STORY	3
B-B	19	11	30	2 1/2 - 3 STORY	4
C	22	14	36	3 STORY	0
C-B	22	14	36	2 1/2 - 3 STORY	1

TOTAL UNITS.....	438 (11.04 D.U./A.)
ONE BEDROOM.....	283
TWO BEDROOM.....	155

SITE SIZE.....	39.67 ACRES
BUILDING COVERAGE.....	10.89%
PARKING LOT & DRIVE COVERAGE.....	28.65%
OPEN SPACE.....	60.46%

NOTES:

- DOUBLE-LOADED PARKING AREAS ARE 64' WIDE; SINGLE LOADED PARKING AREAS ARE 44' WIDE; PARKING SPACES ARE 9' x 20', GARAGES ARE 12' x 21.5'.
- ALL PRIVATE DRIVES ARE 24' WIDE, SIDEWALKS ADJACENT TO PARKING LOTS AND ANY WALK GREATER THAN 200' ARE 5' WIDE.
- ALL OTHER SIDEWALKS LESS THAN 200' IN LENGTH ARE 4' WIDE.
- ALL PAVED AREAS HAVE 2" WIDE CONCRETE CURBS.
- SIDEWALK ALONG 132ND STREET SHALL BE 6" THICK PAVEMENT.

Exhibit D



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Engineering • Planning • Environmental & Field Services

330 North 117th Street Omaha, NE 68154
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P2014.182.004



Issue / Revisions	Date	Description
1	7/30/14	Revised P.U.D. Plans for Resubmittal
2	8/22/14	Revised P.U.D. Plans for Resubmittal
3	10/15/14	Revised P.U.D. Plans for Resubmittal
4	3/6/15	Revised P.U.D. Plans for Resubmittal

Andover Pointe Apartment Homes
La Vista, Nebraska
P.U.D. Site Plan

PLAN:

PAGE:

1

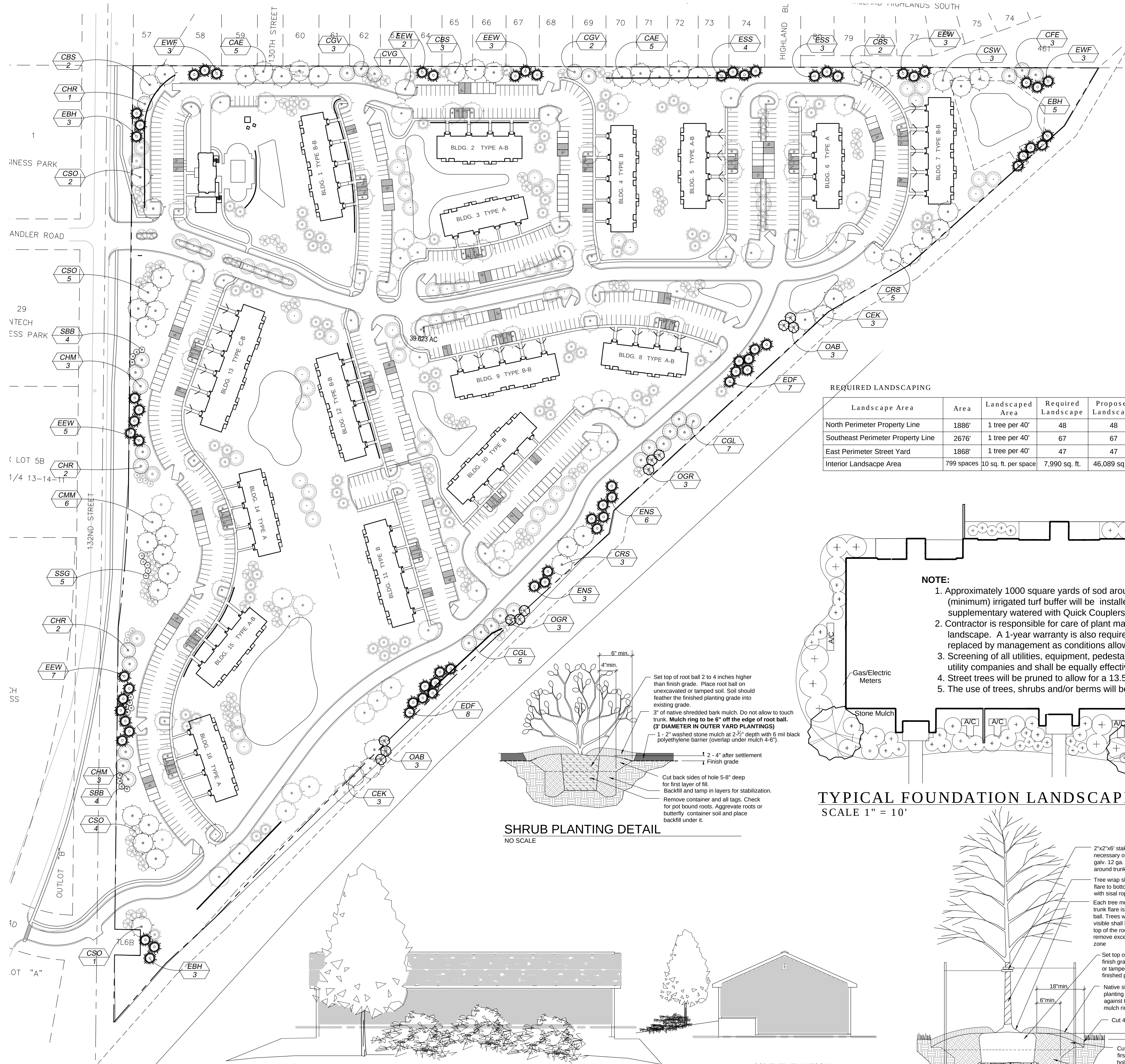
Key	Issue / Revisions	Date
1	Revised P.U.D. Plans for Resubmittal	7/30/14
2	Revised P.U.D. Plans for Resubmittal	10/15/14
3	Revised P.U.D. Plans for Resubmittal	10/15/14
4	Revised P.U.D. Plans for Resubmittal	3/06/15

Andover Pointe Apartments
La Vista, Nebraska
Landscape Plan

PLAN:

PAGE:

3



REQUIRED LANDSCAPING

Landscape Area	Area	Landscaped Area	Required Landscape	Proposed Landscape
North Perimeter Property Line	1886'	1 tree per 40'	48	48
Southeast Perimeter Property Line	2676'	1 tree per 40'	67	67
East Perimeter Street Yard	1868'	1 tree per 40'	47	47
Interior Landscape Area	799 spaces	10 sq. ft. per space	7,990 sq. ft.	46,089 sq. ft.

NOTE:

- Approximately 1000 square yards of sod around entire building. All sod to be irrigated. Outer yard to be seeded and irrigated. A 15' (minimum) irrigated turf buffer will be installed adjacent to all paved surfaces. Outer yard plantings and foundation plantings will be supplemented with Quick Couplers.
- Contractor is responsible for care of plant material for 1 month after installation. Thereafter, management will water and maintain the landscape. A 1-year warranty is also required for all plant material from the contractor. After that period, dead plant material will be replaced by management as conditions allow.
- Screening of all utilities, equipment, pedestals, etc. will be addressed with shrub and/or ornamental grasses as allowed by respective utility companies and shall be equally effective in winter and summer. Dumpsters will be screened with a 6' fence (See Page 5).
- Street trees will be pruned to allow for a 13.5' clearance.
- The use of trees, shrubs and/or berms will be used to soften buildings and garages (See Garage Landscape Elevations).

TYPICAL FOUNDATION LANDSCAPE PLAN

SCALE 1" = 10'

SHRUB PLANTING DETAIL

NO SCALE

SIDE ELEVATION

REAR ELEVATION

GARAGE LANDSCAPE ELEVATIONS

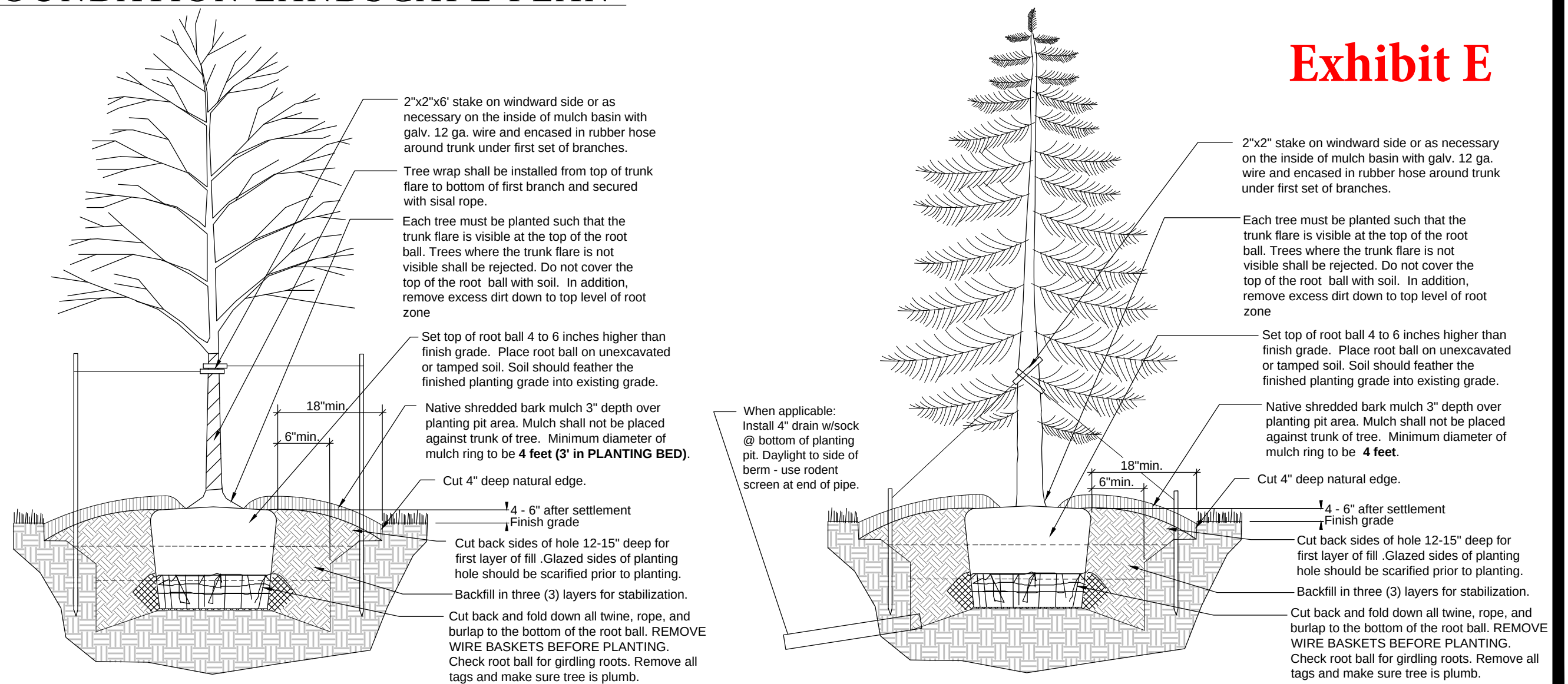
NO SCALE

NOTE:
Plantings and berms determined by site constraints.

Key	Common Name	Botanical Name	Size
EVERGREENS			
EBH	Black Hills Spruce	Picea glauca 'Densata'	6' B&B
ECS	Colorado Spruce	Picea pungens	6' B&B
EEW	Eastern White Pine	Pinus strobus	6' B&B
ENS	Norway Spruce	Picea abies	6' B&B
ESS	Serbian Spruce	Picea omorika	6' B&B
EWf	White Fir	Abies concolor	6' B&B
MEDIUM CANOPY TREES			
CBC	Bald Cypress	Taxodium distichum	6' B&B
CFE	Frontier Elm	Ulmus 'Frontier'	2.5" B&B
CGL	Greenspire Linden	Tilia cordata 'Greenspire'	2.5" B&B
CGV	Green Vase Zelkova	Zelkova serrata 'Green Vase'	2.5" B&B
CHM	Hedge Maple	Acer campestre	2.5" B&B
CHR	Heritage River Birch	Betula nigra 'Cully'	2.5" B&B
CR	Royal Red Maple	Acer platanoides 'Royal Red'	2.5" B&B
CSM	Shantung Maple	Acer truncatum	2.5" B&B
LARGE CANOPY TREES			
CAE	Accolade Elm	Ulmus 'Morton'	2.5" B&B
CAG	Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	2.5" B&B
CBS	Bonfire Sugar Maple	Acer saccharum 'Bonfire'	2.5" B&B
CEK	Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso'	2.5" B&B
CHH	Halka Honeylocust	Gleditsia triacanthos var. inermis 'Halka'	2.5" B&B
CMM	Marmalade Maple	Acer x freemii 'Marmalade'	2.5" B&B
CRS	Red Sunset Maple	Acer rubrum 'Franksred'	2.5" B&B
CSO	Shumard Oak	Quercus shumardii	2.5" B&B
CSH	Shingle Oak	Quercus imbricaria	2.5" B&B
CSW	Swamp White Oak	Quercus bicolor	2.5" B&B
CYL	Yarwood London Planetree	Platanus x acerifolia 'Yarwood'	2.5" B&B
ORNAMENTAL TREES			
OAB	Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	2.5" Clump B&B
OCC	Coralbush Crab	Malus 'Coralbush'	2.5" B&B
OFA	Flame Amur Maple	Acer ginnala 'Flame'	2.5" Clump B&B
OGG	Golden Glory Dogwood	Cornus mas 'Golden Glory'	2.5" Clump B&B
OGR	Golden Rain Tree	Koelreuteria paniculata	2.5" B&B
OIS	Ivory Silk Lilac	Syringa reticulata 'Ivory Silk'	2.5" B&B
OPC	Prairie Fire Crab	Malus 'Prairie Fire'	2.5" B&B
OSC	Snowdrift Crab	Malus x 'Snowdrift'	2.5" B&B
OST	Sugar Tyme Crab	Malus 'Sutzyam'	2.5" B&B
SHRUBS			
SBB	Burning Bush	Euonymus alatus	5 gal.
SBM	Blue Muffin Viburnum	Viburnum dentatum 'Christom'	5 gal.
SFD	Firedance Redtwig Dogwood	Cornus sericea 'Firedance'	5 gal.
SQL	Gro-low Fragrant Sumac	Rhus aromatica 'Gro-Low'	5 gal.
SMF	Meadowlark Forsythia	Forsythia x 'Meadowlark'	5 gal.
SSG	Sea Green Juniper	Juniperus chinensis 'Sea Green'	5 gal.
SVS	Vanhoutte Spirea	Spiraea x vanhouttei	5 gal.
SYT	Yellow Twig Dogwood	Cornus sericea 'Flaviramea'	5 gal.

NOTE: MUTED TREE SYMBOLS ARE NOT REQUIRED AND LOCATION, QUANTITY, AND SIZE MAY CHANGE DEPENDING ON SITE CONDITIONS

Exhibit E

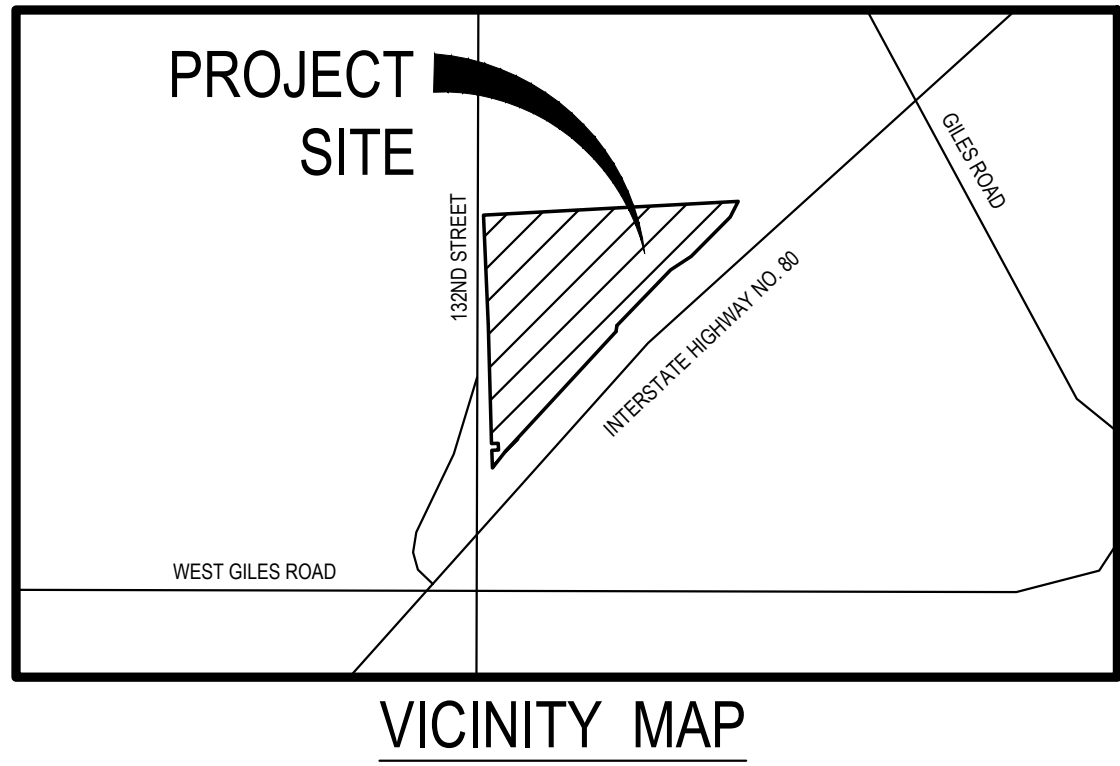
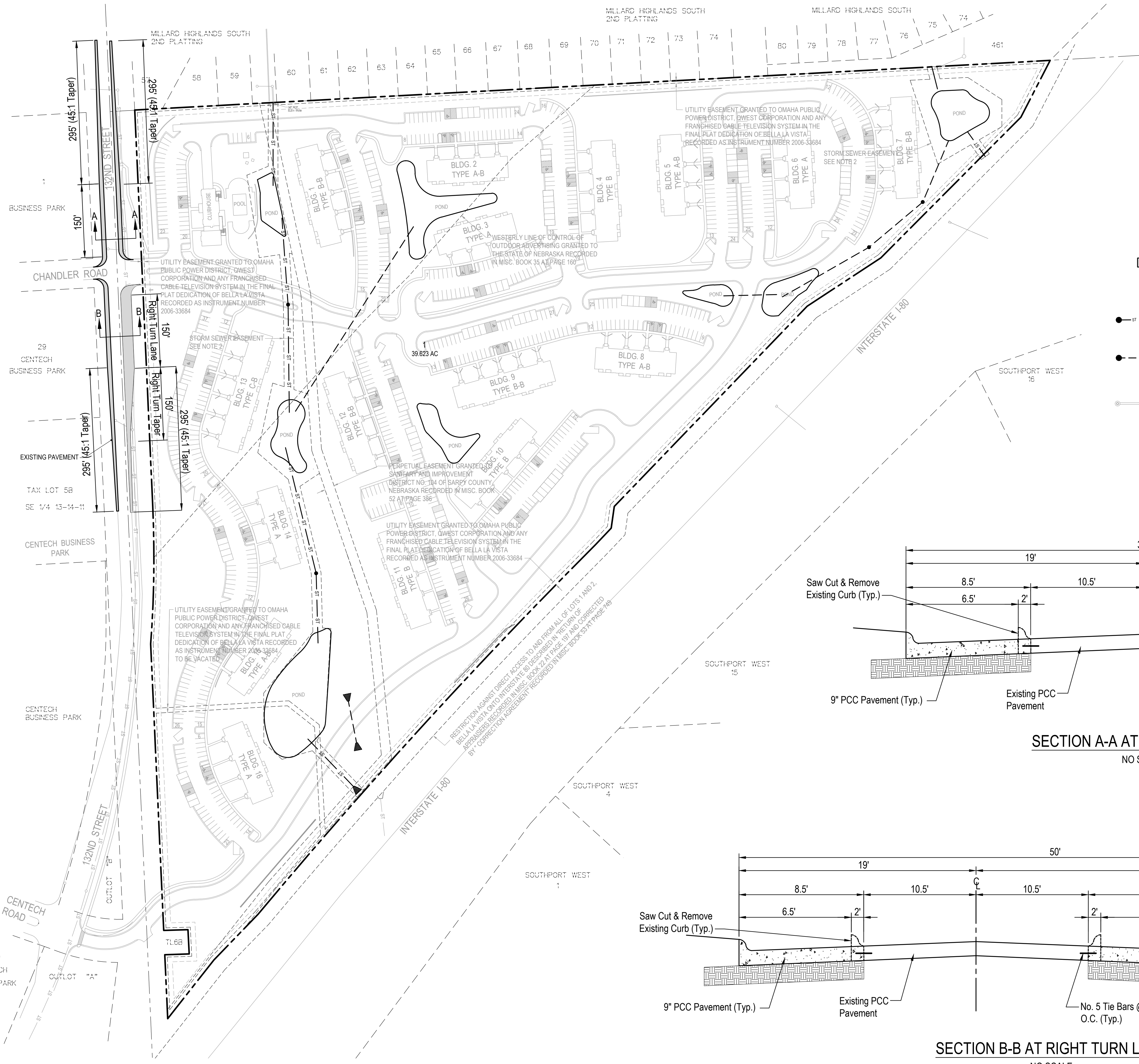


DECIDUOUS TREE YARD PLANTING DETAIL

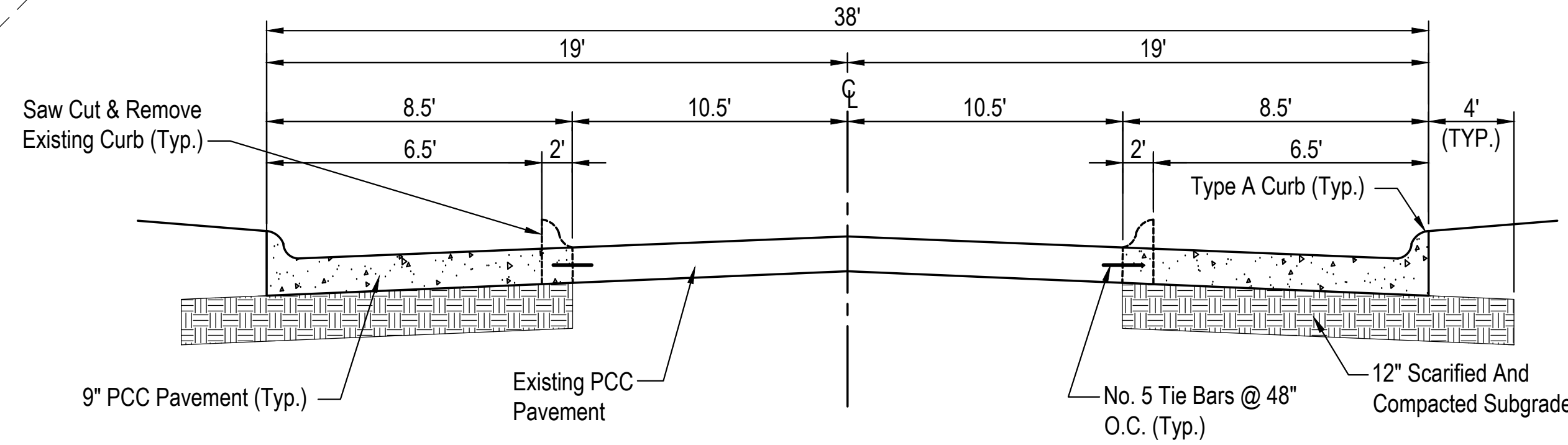
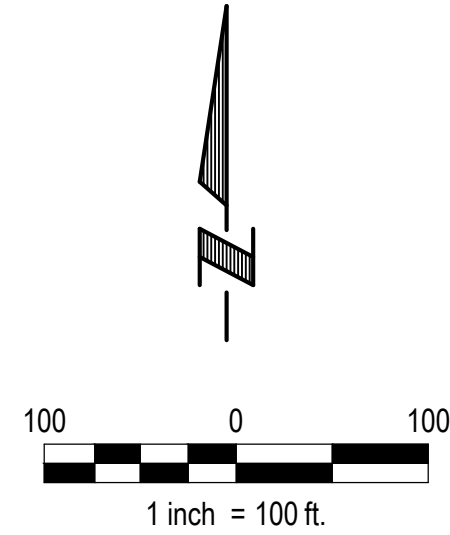
NO SCALE

EVERGREEN TREE YARD PLANTING DETAIL

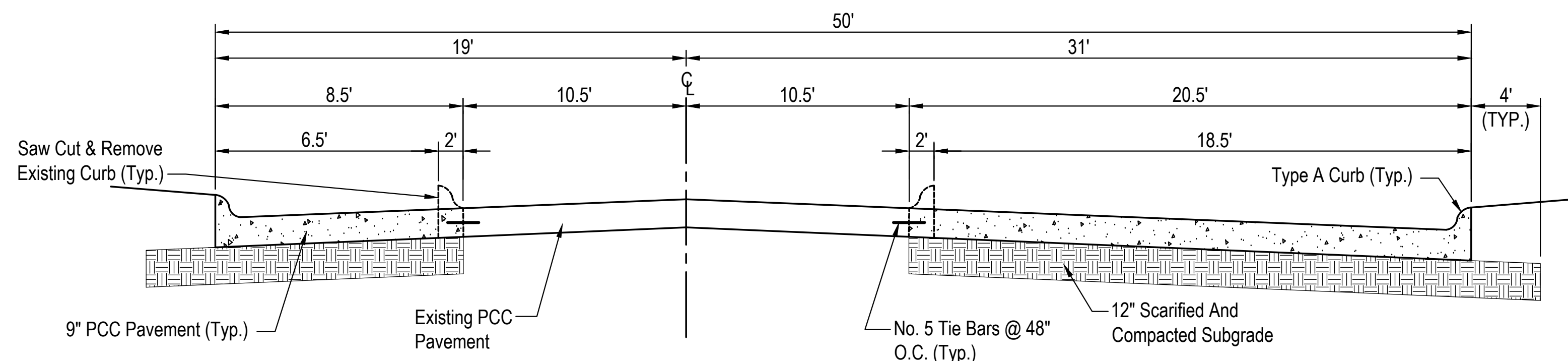
NO SCALE



- LEGEND**
- PROPOSED PUBLIC STREET WIDENING
 - PROPOSED PUBLIC STORM SEWER
 - PROPOSED PRIVATE STORM SEWER
 - EXISTING PUBLIC STORM SEWER



SECTION A-A AT LEFT TURN LANE
NO SCALE



SECTION B-B AT RIGHT TURN LANE
NO SCALE

Exhibit F

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Engineering Answers

ANDOVER POINTE
SARPY COUNTY, NEBRASKA

Exhibit "B"
Preliminary Paving &
Storm Sewer Plan

Revisions	Date	Description
(No)		

Proj No:	2014.162.004
Date:	10/24/2014
Designed By:	MTP
Drawn By:	MTP
Scale:	1"=100'
Sheet:	1 of 1

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Narim Payan

PRELIMINARY DRAINAGE REPORT

Andover Pointe

**132nd Street and Chandler Road
La Vista, NE**

Prepared by:



E&A Consulting Group, Inc.
330 N 117th Street
Omaha, Nebraska 68154
(402) 895-4700

E&A Project No. P2014.182.004

November 6th, 2014

SECTION

1. INTRODUCTION.....	3
2. METHODOLOGY.....	3
3. CONCLUSIONS	5
4. LIMITATIONS	6
5. REFERENCES	6

APPENDICES

Appendix A - NRCS Soils Classification Report
Appendix B – FIRMette showing flood hazard
Appendix C - Pre & Post-Developed Hydraflow Hydrographs Report

DRAWINGS:

D1 - Pre-Developed Drainage Basin Map
D2 - PCSMP Drainage Basin Map
D3 – Preliminary Grading and Erosion Control Exhibit

1. INTRODUCTION

This report presents the stormwater drainage evaluation and calculations to support the preliminary plat submittal for the proposed Andover Pointe Subdivision. The project is generally located North of Interstate 80, and east of 132nd Street at Chandler Road, in Sarpy County NE, within the City of La Vista zoning jurisdiction.

Figure 1 - Vicinity Map (Sarpy County GIS)

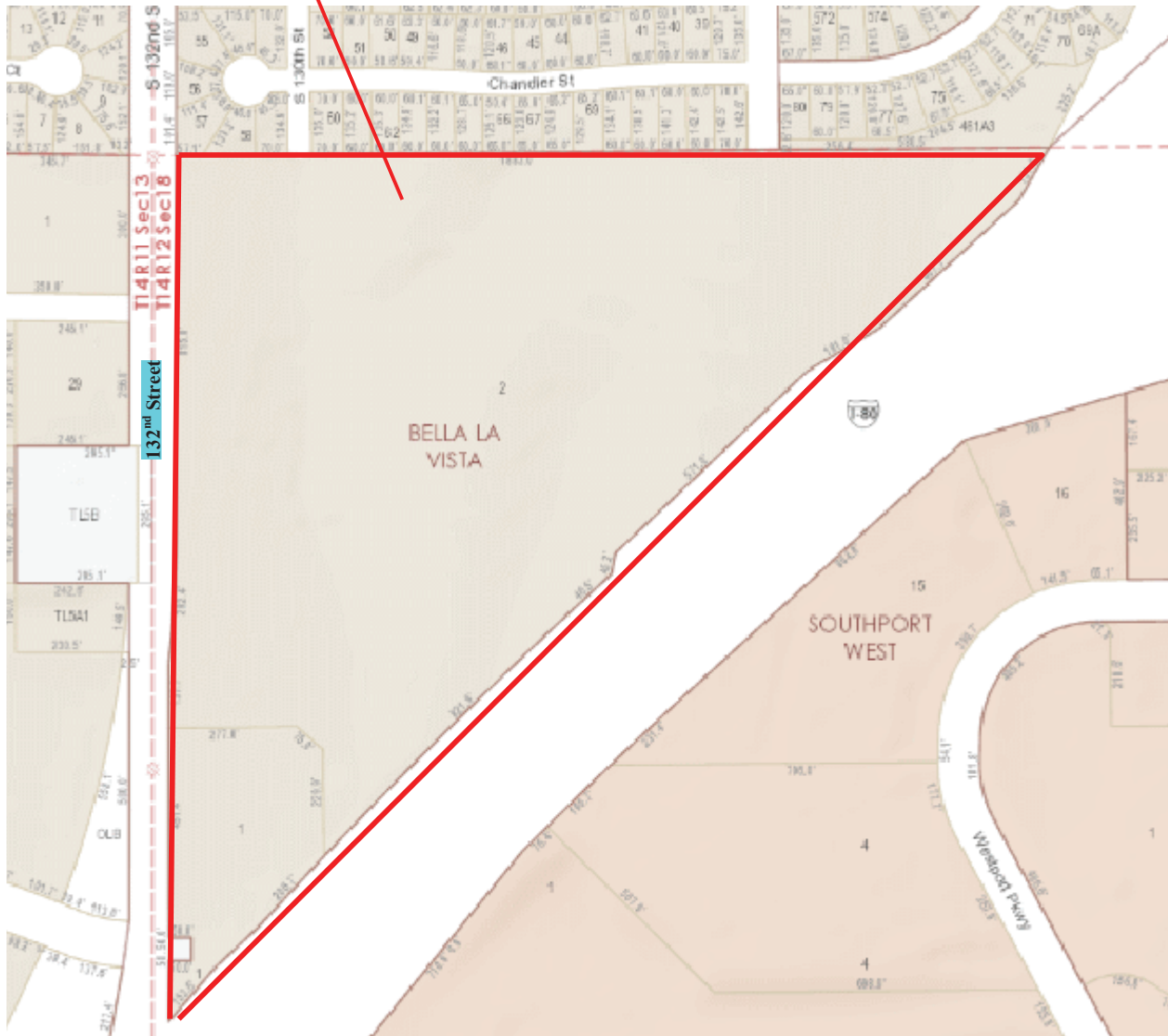
The Project will be located on a 39.67-acre parcel currently zoned R-3 High Density Residential with Gateway Corridor and C-3 Highway Commercial/Office with Gateway Corridor. Proposed is 1 residential lot. Improvements include roadways, power, water, gas, communications, storm sewer, and sanitary sewer.

The property generally drains from the north to the south and southwest and drains to the South Papillion Creek.

FEMA Flood Insurance Rate Maps:

The May 3, 2010 FEMA Flood Insurance Rate Maps 31153C0061H, show that the property is not in the special flood hazard area.

Project Area



2. METHODOLOGY

Topographic Information:

2010 MAPA LIDAR, and 2010 MAPA Imagery were utilized as the basis for all topographic information considered in this report.

Hydrologic:

The SCS TR20 unit hydrograph methodology, using Autodesk's Hydraflow Hydrographs computer application was used to calculate peak runoff rates, total runoff volumes, and detention volumes.

The precipitation depths, design storm distributions, and typical curve numbers were taken from the 2006 Omaha Regional Stormwater Design Manual.

Runoff Curve Numbers were taken from the Omaha Regional Stormwater Manual for ¼ acre residential lots to represent the area north of the site and brush/weed/grass mix, mostly brush in fair condition for the site itself for Pre Developed. Curve numbers of 83 for the residential and 70 for the brush was chosen for the soil group. ¼ acre lot residential was again chosen to represent the area north of the site for Post Developed and 1/8 acre or less (town houses) was chosen for the site itself.

Post Developed Curve Numbers were 83 again for the north and 90 for the site itself. The existing site soils are Hydrologic Soil Group "C". The NRCS soils report is provided in Appendix A.

Time of concentration was assumed at 8 minutes for the pre developed condition for the site and 6 minutes in the post developed condition for the site and 6 minutes as well for the houses to the north. Appendix C contains the model input and output for the analyzed basins in the Pre and Post developed conditions respectively.

Pre and Post Development Drainage maps are provided in the drawings section of this report.

Storm Sewer Collections System:

The storm discharge used for the design of the interior private storm sewer was not calculated due to the preliminary nature of the layout of the proposed buildings and streets for the site.

3. CONCLUSIONS

Interior Storm Sewer System:

The proposed storm water collection system would adequately convey the 10-year within the pipes, rights-of-way, and dedicated easements. 100-Year flows will be conveyed within the Rights-of-way, drainage easements or dedicated easements.

Stormwater Detention:

The pre and post development release rates at the project boundary's as currently designed are shown in Table 1 below to attenuate the 2, 10, and 100 year storm event to below pre-development rates:

Table 1 – Peak Pre Developed Release Rates

Drainage Basin	2 Year Storm (CFS)	10 Year Storm (CFS)	100 Year Storm (CFS)
A	71.35	156.29	278.60
B	10.41	26.82	51.68
C	28.37	57.71	98.62
Total	110.13	240.82	428.90

Table 2 – Peak Post Developed Release Rates

Drainage Basin	2 Year Storm (CFS)	10 Year Storm (CFS)	100 Year Storm (CFS)
A	19.37	140.1	269.16
B	12.12	37.35	106.46
Total	31.49	177.45	375.62

Post Construction Stormwater Management Plan:

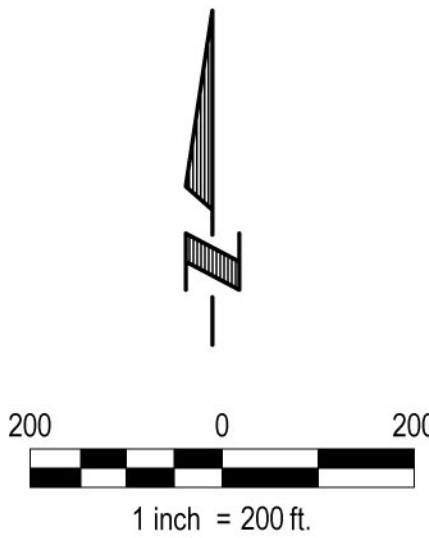
The development includes facilities designed to capture and treat the first ½" of runoff over its area for water quality treatment. Detention or treatment is not proposed for runoff from exterior streets adjacent to the subdivision. The method of treatment proposed is a mixture of both Extended Dry Detention Basins and Wet Retention Basins. These basins will be designed to meter out the ½" runoff over a 40 hour period. See Omaha Regions Stormwater Manual – Draft Chapter 8.

4. LIMITATIONS

These designs and analyses are for conceptual planning, platting, and review. These are not design specifications and the calculations are preliminary in nature. This information may not be used for final costing, design or construction.

5. REFERENCES

1. Omaha Regional Stormwater Design Manual, 2006
2. Omaha Regional Stormwater Design Manual, Chapter 8 Draft Dated 9/2012



LEGEND

- Public Storm Sewer
- Private Storm Sewer
- Existing Contours
- Proposed Contours
- Proposed Drainage Area Boundary
- Drainage Area Label
- Detention Basin

PCSMP Basins				
Basin	1/2" Volume Required (cy)	1/2" Volume Provided (cy)	Pre-Developed 2 Yr. Release (cfs)	Developed 2 Yr. Release (cfs)
A1	224.5	1,499.4	43.12	--
A2	1,299.4	2647.4	29.13	--
A3	664.2	1,850.5	--	--
A4	908.2	6,326.2	--	19.37
B1	82.0	254.1	10.41	--
B2	81.3	877.4	--	7.54
C1	562.7	--	23.18	--
C2	154.6	2,068.0	5.35	15.78

Exhibit H

2014.102.004

07/30/2014

MTP

BW

1"=100'

1 of 1

Revisions

No

2

Date

10/15/2014

Description

Resubmittal

Proj No:

2014.102.004

Date:

07/30/2014

Designed By:

MTP

Drawn By:

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Scale:

1"=100'

Sheet:

1 of 1

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Martin Payton

Exhibit "H"

Preliminary PCSMP Plan

ANDOVER POINTE

SARPY COUNTY, NEBRASKA

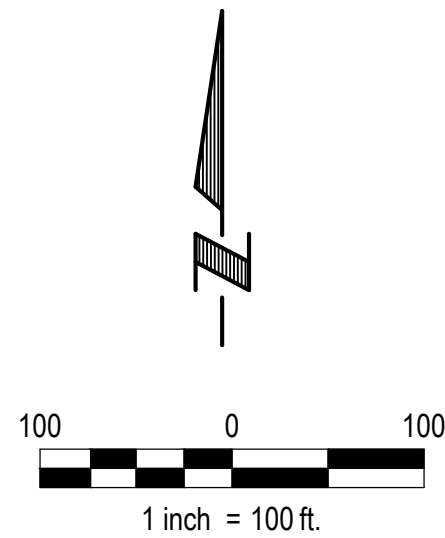
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LEGEND

- PROPOSED PRIVATE SANITARY SEWER
- EXISTING PUBLIC SANITARY SEWER
- PROPOSED PRIVATE WATER MAIN AND FIRE HYDRANT

Exhibit I

2014.182.004

10/24/2014

MTP

BWT

1"=100'

1 of 1

Revisions

Date

Description

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Exhibit "C"

Preliminary Sanitary Sewer & Water Plan

ANDOVER POINTE

SARPY COUNTY, NEBRASKA

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330 North 117th Street Omaha, NE 68154

Phone: 402.895.4700 Fax: 402.895.3599

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ANDOVER POINTE
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT ("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 EDWARD ROSE DEVELOPMENT COMPANY, L.L.C., a Michigan limited liability company authorized to do business in Nebraska (hereinafter referred to as "Owner") (City and Owner are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties");

W I T N E S S E T H:

WHEREAS, the Owner has constructed or is contemplating constructing sanitary sewers within Andover Pointe, Lot 1, 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 system constructed or to be constructed by it, and has requested the City to permit flowage thereof into the City's sewerage system, and to provide for the processing of such sewage.

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

I

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

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

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

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

II

Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Owner to connect the sanitary sewer system of the Owner to the sanitary sewer system of the City in such manner and at such place or places as designated on plans submitted by the Owner and approved by the City. Owner shall have the right to connect to the existing public sanitary sewer located in Lot 1, Andover Pointe which is owned by Sanitary & Improvement District No. 104 of Sarpy County ("SID 104"), subject to the conditions of a Perpetual Easement recorded June 19, 1979 at Book 52, Page 386 of the miscellaneous records of the Sarpy County Register of Deeds.

III

Owner expressly promises, warrants, covenants and agrees:

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

sewage to flow into, pass through or from the sewer system of the Owner, in violation of such ordinances, regulations and conditions.

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

- H. The Owner shall not cause, suffer or permit to be connected to the sewer system of the Owner any sewer lines or sewers serving, directly or indirectly, any area outside its boundaries.
- I. That the Owner will indemnify and save harmless the City, its officers, employees and agents, from all construction costs, loss, damage, claims and liability of whatsoever kind or character due to or arising out of any acts, conduct, omissions or negligence of the Owner, its officers, agents, employees, contractors, subcontractors and anyone acting under the direction of the Owner, in doing any work or construction of the sewer system of the Owner, or by or in consequence of any performance of this contract.
- J. That Owner shall promptly file all reports, pay all connection fees and perform all other obligations of the Owner provided for in this Agreement or otherwise required by state statutes or the City's ordinances as amended and supplemented from time to time.
- K. That, subject to the provisions of Paragraph V, infra, the Owner is and shall be bound to and by any provisions of any ordinance, rule or regulation relating to sewer use fees provided for under said Paragraph V, infra, hereinafter made and adopted by City or Sarpy County.
- L. Any water distribution system serving the Owner shall be constructed and operated by the Metropolitan Utilities District, however, Owner may utilize wells for irrigation purposes.

IV

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

V

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

- 1. pay to City the applicable sewer connection fees as prescribed by the ordinances of the City in effect at the time of the connection;
- 2. obtain from the City a permit to so connect, as may be required by the ordinances of the City in effect at the time of the connection.

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

VI

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

VII

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

- A. In the case of a breach of any term or condition, warranty or covenant, pertaining to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of the Owner, Owner shall, within five (5) days from receipt of City's written notice of such breach, commence to take corrective measures or such measures as may be reasonably requested by the City, and the Owner shall pursue with due diligence such corrective measures to completion as soon thereafter as possible to the reasonable satisfaction of City.
- B. In the case of any other type of breach by the Owner, the Owner shall cure said breach to the reasonable satisfaction of City within thirty (30) days from receipt of City's written notice of such breach; provided however, that if the nature of Owner's breach is such that more than thirty (30) days are reasonably required for its cure, then the Owner shall not be deemed to be in breach if the Owner commenced such cure within thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- C. In the event the Owner shall fail to cure any breach within the applicable time and manner afore-prescribed, City may:
 1. Upon giving the Owner sixty (60) days written notice of City's intent to do so, City may require the Owner to disconnect the sewer system of the Owner from the sewer system of the City, or the City may itself cause such disconnection to be made, if at the expiration of said sixty (60) day period the breach is not cured to the reasonable satisfaction of City. Any such disconnection shall be made at the expense of the Owner.
 2. In the event the breach pertains to the actual construction, reconstruction, repair, maintenance or operation of the sewer system of

the Owner, City shall have the absolute right, at its option, to itself perform the work reasonably necessary for the requested corrective measures, or to reasonably complete the corrective measures commenced by the Owner, as the case may be, in either of which events the Owner agrees to immediately reimburse City for any and all reasonable expenses incurred by City in connection therewith.

3. In addition to whatever other remedies are granted to City herein, City may avail itself of all other rights and remedies that City may have pursuant to any statute, law, or rule of law or equity, including, but not limited to the right to specifically enforce full compliance by the Owner of the terms and conditions of this Agreement, including all warranties and covenants and agreements herein made by the Owner, by both mandatory and prohibitory injunction.

VIII

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

IX

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

X

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

Exhibit "A": Final Plat of Andover Pointe

Exhibit "B": Preliminary Sanitary Sewer & Water Plan

XI

If any provisions of this Agreement are held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision and to this end, each paragraph, sentence and

clause of this Agreement shall be deemed severable; provided, however, that, if in the sole opinion of City, the removal or inoperative effect of any such provision so declared invalid or unconstitutional shall materially affect City's rights hereunder, then City may terminate this Agreement, effective as of the date of City's written notice; whereupon the Owner shall:

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

XII

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

XIII

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

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

ATTEST:

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

CITY CLERK

BY:

MAYOR

Edward Rose Development Company, L.L.C.,
A Michigan limited liability company

By: _____

It's Authorized Agent

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF MICHIGAN)
) ss.
COUNTY OF KALAMAZOO)

On this _____ day of _____, 2015, before me a
Notary Public, duly commissioned and qualified in and for said County,
appeared _____ personally known by me to be an Authorized
Agent of Edward Rose Development Company, L.L.C., a Michigan limited liability company,
and the identical person whose name is affixed to the foregoing Agreement, and acknowledged
the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said
company

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

Notary Public

EXHIBIT "A"

Owner is to provide a letter size copy of the drawing portion of the Final Plat of Andover Pointe as this exhibit.

EXHIBIT "B"

Owner is to provide a letter size drawing that illustrates the proposed sanitary sewer system to be constructed to serve all proposed buildings in the apartment complex and the location of the existing SID 104 outfall sewer to which the system will be connected. This will illustrate the "sewer system of the Owner" as referred to in this agreement.

EXHIBIT “K”

BMP Maintenance Requirements

Andover Pointe 132nd and Giles Road; La Vista, NE

I. General BMP Information

BMP ID Name	BMP Location
Pond 1: Bio-Retention Basin	41d10'57"N, 96d7'3"W
Pond 2: Bio-Retention Basin	41d10'56"N, 96d7'7"W
Pond 3: Bio-Retention Basin	41d10'52"N, 96d7'6"W
Pond 4: Bio-Retention Basin	41d10'49"N, 96d7'5"W
Pond 5: Bio-Retention Basin	41d10'54"N, 96d6'58"W
Pond 6: Bio-Retention Basin	41d10'54"N, 96d6'55"W
Pond 7: Bio-Retention Basin	41d10'58"N, 96d6'51"W

II. Routine Maintenance Tasks and Schedule for typical BMPs

Bio-Retention Basin Maintenance Tasks and Schedule	
Task	Schedule
Remove trash and debris	Monthly
Check and repair any eroded areas	Monthly
Inspect for erosion and vegetative failure, including overflow path areas and basin backslope	Monthly, reseed as necessary
Inspect for ponding, washed out areas, soil conditions	Monthly
Perimeter mowing	Monthly
Inspect collection system for proper functioning	Quarterly
Pruning	Annually
Repair broken pipes	As needed
Remove sediment	As needed

III. The Property Owner shall perform maintenance and inspection in accordance with the above table. A written report of all maintenance and inspections shall be prepared annually and kept on file by the Owner for a period covering the last 3 years at all times. The first report shall be prepared within one year of receiving the Certificate of Occupancy. Upon request of the City, the Owner shall provide copies of the annual maintenance inspection reports within three (3) business days.