

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 19, 2010 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
REQUEST TO REVISE CUP — LOT 380, CIMARRON WOODS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A resolution has been prepared to approve revisions to the Conditional Use Permit for Lot 380, Cimarron Woods (replatted as Lots 1 and 2, Cimarron Woods Replat Two) for the purpose of a multi-family residential development, generally located southwest of 96<sup>th</sup> and Harrison Street.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approve.

**BACKGROUND**

On March 16, 2010, the City Council approved Resolution No. 10-026 which authorized the execution of a Conditional Use Permit for Pedcor Investments, LLC, to construct a multi-family residential development on Lot 380, Cimarron Woods (replatted as Lots 1 and 2, Cimarron Woods Replat Two). The resolution stated the Mayor was authorized to execute the CUP "in form and content submitted at this meeting". Since that time, the applicant has proposed several revisions, including the names of two separate entities that will own the lots, and other modifications to allow for separate development of the two phases. Based on these changes and others (see red-line copy attached) the City Attorney recommended the changes be approved by the City Council. A resolution has been prepared for this purpose.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR PEDCOR INVESTMENTS LLC FOR A MULTI-FAMILY RESIDENTIAL DEVELOPMENT GENERALLY LOCATED SOUTHWEST OF 96<sup>TH</sup> AND HARRISON STREET

WHEREAS, Pedcor Investments, LLC, on behalf of the property owner, Torco Development, Inc., applied for a conditional use permit for the purpose of having a multi-family residential development; and

WHEREAS, on March 16, 2010, the City Council approved Resolution No. 10-026 for this purpose; and

WHEREAS, since that time, the applicant has proposed several revisions to the conditional use permit which require approval by the City Council; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a revised conditional use permit.

NOW THEREFORE, BE IT RESOLVED, that the Conditional Use Permit presented at the October 19, 2010 City Council meeting for Pedcor Investments, LLC, be, and hereby is approved and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2010.

CITY OF LA VISTA

ATTEST:

\_\_\_\_\_  
Douglas Kindig, Mayor

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

## City of La Vista Conditional Use Permit

### Conditional Use Permit for Cimarron Terrace Apartments – Phase 1

This Conditional Use Permit issued this \_\_\_\_ day of \_\_\_\_\_, 2010, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Pedcor Investments-2008-CXVII, L.P., an Indiana limited partnership authorized to do business in Nebraska ("Pedcor Investments-2008" or Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company authorized to do business in Nebraska ("Pedcor Investments") is an affiliated company and manager of the general partner of Pedcor Investments-2008. Pedcor Investments-2008 and Pedcor Investments together desire to acquire and develop Lot 380, Cimarron Woods Subdivision, consisting of 25.937 acres, more or less ("Lot 380") which property is located outside of the corporate limits of the City but within the City's zoning and platting jurisdiction, in a unified, compatible manner as a multi-family housing development.

WHEREAS Pedcor Investments and Pedcor Investments-2008 (referred to herein together as "Pedcor") wish,—Owner wishes to construct and operate a multiple family dwelling complex to be known as Cimarron Terrace Apartments to be constructed in two phases upon the following described tract of land within the City of La Vista's zoning jurisdiction:

Lots 1 and 2, Cimarron Woods Replat Two, located in the N½ of Section 16, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska (the "Development~~Property~~"),

with Phase 1 to be constructed by Pedcor Investments-2008 on Lot 1 (the "Property") and comprised of 84 units and 64 attached garages, and Phase 2 to be constructed by Pedcor Investments on Lot 2 and comprised of 192 units and 104 attached garages, as presented to the City Council with Pedcor Investment's request on behalf of itself and Owner for replatting, planned unit development and conditional use permit. Pedcor Investments subsequently advised that, due to economics and market demands, it is possible that Pedcor Investments might incrementally develop Phase 2 units.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating Phase 1 of a multiple family dwelling complex on Lot 1 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 ~~owner of the Property~~ to use the Property hereto for the ~~purpose~~purposes described above, said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

### Conditions of Permit

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



1. Development and operation of Phase 1 on Lot 1 is governed by this Permit. Pedcor Investments will apply for a conditional use permit for Phase 2 on Lot 2 when it is ready to proceed with that phase, the approval of which will not be unreasonably denied. The rights granted by this Permit are transferable and any breach of any terms<sup>1</sup> hereof shall cause Permit to expire and terminate subject to the rights of the Owner to cure such default or deficiency as set forth herein in this Agreement.
2. In respect to the proposed Use:
  - a. A site plan showing the ~~Development's~~Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives ~~is shall be submitted to, and subject to approval of, the City and once approved by the City, shall be attached~~ hereto and incorporated herein as Exhibit "A".
  - b. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown on Exhibits "B" through "[redacted]".
  - c. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other Exhibits of this Agreement, as well as the Final Plat - Cimarron Woods Replat Two ("Final Plat"), Cimarron Terrace Planned Unit Development, and Subdivision Agreement applicable to Lots 1 and 2, Cimarron Woods Replat Two Subdivision, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the site plan must be submitted to the City's Chief Building Official for approval. Modification of any of the 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. As-built topographic surveys of storm water detention areas shall be required before certificates of occupancy<sup>2</sup> are issued for any building in Phase 1 of the project, with a requirement that any discrepancies from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer ~~in his sole discretion~~ prior to issuing such certificates.
  - e. An off-site wetlands mitigation area ~~has been or~~ will be acquired as identified in Exhibit [redacted] of this Permit. No permits shall be issued by the City to commence any grading or work on the Property until Owner demonstrates to the satisfaction of the City Administrator that Owner has purchased the site or an alternative ~~a~~ sufficient off-site wetlands mitigation site satisfactory to the City Administrator.
  - f. No vehicle repair, other than emergency maintenance such as changing a tire, or inoperable, abandoned or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit "A". The Owner shall have seventy-two (72) hours after notice to correct any violation or cause the removal of any such vehicle that is in violation. ~~(Can we narrow this down—what will be deemed vehicle repair?)~~
  - g. Owner shall obtain all required permits for the Use from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building codes, fire codes and ADA requirements.
  - h. Owner shall comply (and shall ensure that all structures, appurtenances and improvements, and all activities occurring or conducted, 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 environmental or safety laws, rules or regulations.
  - i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees, 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 relating to the Owner's Use of the Property.
  - j. A drainage study for ~~the Property Lot 380~~ has been completed, as referenced in the Subdivision

<sup>1</sup> Materiality is addressed in 4a below; no need to insert individually throughout the agreement.

<sup>2</sup> Reference to other certificates deleted, absent indication of certificates intended.



~~Agreement applicable to Lots 1 and 2, Cimarron Woods Replat Two Subdivision, the results of which show that peak runoff volumes of the Property, during and after development, resulting from 2-, 10-, 50- or 100-year storm events will be reduced below the historic runoff rate, due to construction of the detention basins depicted on the Storm Water Detention Plan attached hereto as Exhibit D. Owner agrees to cooperate, comply with requirements related to drainage that are specified in said Subdivision Agreement, and take such further action with the District as necessary if peak runoff volumes from the Property are not reduced to levels shown in the drainage study.~~

- k. Owner shall ensure that any clubhouse on the property is professionally staffed during open hours.

- l. Owner agrees to cooperate and coordinate with the owner of Lot 2 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, Kevin Schluckebier, dated September 14, 2010.

4. The Owner's right to maintain the Use 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 upon a finding by the City that there is a material violation of the terms of this Permit if the violation continues after written notice from the City to Owner and opportunity to cure in the a reasonable time and manner described below, was given for Owner to cure such violation.
- b. The Use authorized by this Permit must be initiated within 1224 months after the date of the approval of this Permit otherwise such Permit shall become void. Construction of Notwithstanding the foregoing, it is understood and agreed that this is a phased project. As such, phase one of the project, consisting of 84 units and 64 garages and having the design, dimensions, construction and amenities set forth in the Owner's application(s) for Cimarron Woods Replat Two, this Permit and/or PUD-1 Planned Unit Development zoning by or on behalf of Owner, as approved, ("Application"); shall be commenced within 1224 months after the date of the approval of this Permit and completed with certificate of occupancy within 2418 months after commencement of construction, subject to such extension of time as granted by the Chief Building Official in the event Owner commences construction within the time specified in this Section 4(b) and diligently continues with construction thereafter, and completion within the time required in this Section 4(b) is delayed for causes beyond the reasonable control of Owner; otherwise such Permit shall become void. Construction of phase two of the project on Lot 2 shall be governed by the conditional use permit for phase two. otherwise such Permit shall become void. Phase two of the project, consisting of 192 units and 104 attached garages and having the design, dimensions, construction and amenities set forth in Owner's application, may be constructed after the completion of the first phase as economics and demand warrant and in accordance with a schedule approved by the City. In addition, it is understood and agreed that Subdivider, through administrative actions only if permitted under the zoning ordinances and regulations existing at the time, shall have the right to further subdivide the Property as necessary to create such other phases of the Property, subject to approval of the City Council.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property.

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 phase one of the project within twenty-four (24) months after the time provided approval of this Permit, unless otherwise approved by Section 4(b) above, the City.



- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, 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~~within a reasonable period of time~~, so long as curative rights are provided under laws, rules and regulations governing said permit, ~~and Owner is diligently pursuing correction of the same.~~
  - c. Owner's construction or placement of a storage tank, structure or other improvement on the Property premises (except during construction of any phase of the project) not specified in this Permit and Owners failure to ~~cure~~~~correct~~ such breach in the time and manner described below ~~after within a reasonable period of time after~~ City's giving notice thereof.
  - d. Owner's breach of any other term hereof and its failure to ~~cure~~~~correct~~ such breach in the time and manner described below ~~within a reasonable period of time after~~ City's giving notice thereof.
6. If construction of phase one has not been commenced within ~~twelve (12)~~twenty-four (24) 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. In the event the Owner fails to promptly remove any safety, ~~or environmental~~ or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Owner fails to promptly remove any ~~permitted materials or 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 ~~the structures or any such environmental or safety~~ 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.

### Miscellaneous

The conditions and terms of this Permit shall be binding upon owner, its successors and assigns.

1. Delay of City to terminate this Permit on account of breach of Owner of any of 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.
2. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner of any breach of this Permit. Owner, which for purposes of taking action to cure a breach shall also include a limited partner of Pedcor Investments-2008-CXVIII, L.P. shall be permitted to cure any 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 2 and diligently pursued and completed as soon as possible, and allowing additional times does not present



or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

23. 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.

34. 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:

**Contact Name and Address:** Foreo Development, Inc.  
11205 South 150<sup>th</sup> Street, Suite 100  
Omaha, Nebraska 68138  
(402) 592-6942

To Owner:

And;

Pedcor Investments-2008-CXVIII, L.P.  
& Pedcor Investments, A Limited Liability Company  
770 3<sup>rd</sup> Avenue, S.W.  
Carmel, IN 46032  
Attn: Thomas G. Crowe

Wachovia Affordable Housing  
Community Development Corporation  
MAC D1053-170  
301 South College Street  
Charlotte, NC 28288  
Attention: Michael Loose: Asset Management

5. All documents referenced in this Permit shall be incorporated herein by said reference.

**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  
Deputy City Clerk

**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~~owner~~ to be performed or discharged.

Owner:

Pedcor Investments-2008-CXVIII, L.P., an Indiana ~~a~~ limited partnership

By: La Vista Housing Company, LLC, its general partner

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

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

By: Pedcor Investments, A Limited Liability Company, its manager

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

Thomas G. Crowe,  
Executive Vice President

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

\\Lvdcp01\users\Community Development\MBaker\Community Development\Conditional Use Permits\Cimarron Terrace.DOC



## **City of La Vista Conditional Use Permit**

### Conditional Use Permit for Cimarron Terrace Apartments – Phase 1

This Conditional Use Permit issued this \_\_\_\_ day of \_\_\_\_\_, 2010, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, Pedcor Investments-2008-CXVIII, L.P., an Indiana limited partnership authorized to do business in Nebraska (“Pedcor Investments-2008” or “Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company authorized to do business in Nebraska (“Pedcor Investments”) is an affiliated company and manager of the general partner of Pedcor Investments-2008. Pedcor Investments-2008 and Pedcor Investments together desire to acquire and develop Lot 380, Cimarron Woods Subdivision, consisting of 25.937 acres, more or less (“Lot 380”) which property is located outside of the corporate limits of the City but within the City’s zoning and platting jurisdiction, in a unified, compatible manner as a multi-family housing development.

WHEREAS Pedcor Investments and Pedcor Investments-2008 (referred to herein together as “Pedcor”) wish to construct and operate a multiple family dwelling complex to be known as Cimarron Terrace Apartments to be constructed in two phases upon the following described tract of land within the City of La Vista’s zoning jurisdiction:

Lots 1 and 2, Cimarron Woods Replat Two, located in the N½ of Section 16, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska (the “Development”),

with Phase 1 to be constructed by Pedcor Investments-2008 on Lot 1 (the “Property”) and comprised of 84 units and 64 attached garages, and Phase 2 to be constructed by Pedcor Investments on Lot 2 and comprised of 192 units and 104 attached garages, as presented to the City Council with Pedcor Investment’s request on behalf of itself and Owner for replatting, planned unit development and conditional use permit. Pedcor Investments subsequently advised that, due to economics and market demands, it is possible that Pedcor Investments might incrementally develop Phase 2 units.

WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing and operating Phase 1 of a multiple family dwelling complex on Lot 1 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 purpose, 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 hereto for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

### **Conditions of Permit**

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

1. Development and operation of Phase 1 on Lot 1 is governed by this Permit. Pedcor Investments will apply for a conditional use permit for Phase 2 on Lot 2 when it is ready to proceed with that phase, the approval of which will not be unreasonably denied. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate subject to the rights of the Owner to cure such default or deficiency as set forth herein in this Agreement.
2. In respect to the proposed Use:
  - a. A site plan showing the Development's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives is attached hereto and incorporated herein as Exhibit "A".
  - b. Architectural review of the building design, landscaping, and lighting has been completed and the foregoing plans are approved as shown on Exhibits "B" through "M".
  - c. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other Exhibits of this Agreement, as well as the Final Plat - Cimarron Woods Replat Two ("Final Plat"), Cimarron Terrace Planned Unit Development, and Subdivision Agreement applicable to Lots 1 and 2, Cimarron Woods Replat Two Subdivision, ("Subdivision Agreement"), as approved by the City and incorporated herein by this reference. Any modifications to the site plan must be submitted to the City's Chief Building Official for approval. Modification of any of the 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. As-built topographic surveys of storm water detention areas shall be required before certificates of occupancy are issued for any building in Phase 1 of the project, with a requirement that any discrepancies from the approved detention plans be corrected, or certified as inconsequential, to the satisfaction of the City Engineer prior to issuing such certificates.
  - e. An off-site wetlands mitigation area will be acquired as identified in Exhibit "N" of this Permit. No permits shall be issued by the City to commence any grading or work on the Property until Owner demonstrates to the satisfaction of the City Administrator that Owner has purchased the site or an alternative sufficient off-site wetlands mitigation site satisfactory to the City Administrator.
  - f. No vehicle repair, other than emergency maintenance such as changing a tire, or inoperable, abandoned or storage of vehicles shall be allowed in the parking areas on the Property shown on Exhibit "A". The Owner shall have seventy-two (72) hours after notice to correct any violation or cause the removal of any such vehicle that is in violation.
  - g. Owner shall obtain all required permits for the Use from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building codes, fire codes and ADA requirements.
  - h. Owner shall comply (and shall ensure that all structures, appurtenances and improvements, and all activities occurring or conducted, 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 environmental or safety laws, rules or regulations.
  - i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Owner or its agents, employees, assigns, suppliers or invitees, 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 relating to the Owner's Use of the Property.
  - j. A drainage study for Lot 380 has been completed, as referenced in the Subdivision Agreement applicable to Lots 1 and 2, Cimarron Woods Replat Two Subdivision. Owner agrees to comply with requirements related to drainage that are specified in said Subdivision Agreement.
  - k. Owner shall ensure that any clubhouse on the property is professionally staffed during open hours.
  - l. Owner agrees to cooperate and coordinate with the owner of Lot 2 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, Kevin Schluckebier, dated September 14, 2010.
4. The Owner's right to maintain the Use 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 upon a finding by the City that there is a material violation of the terms of this Permit if the violation continues after written notice from the City to Owner and opportunity to cure in the time and manner described below.
  - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void. Construction of phase one, consisting of 84 units and 64 garages and having the design, dimensions, construction and amenities set forth in the application(s) for Cimarron Woods Replat Two, this Permit and/or PUD-1 Planned Unit Development zoning by or on behalf of Owner, as approved, ("Application") shall be commenced within 12 months after the date of the approval of this Permit and completed with certificate of occupancy within 24 months after commencement of construction, subject to such extension of time as granted by the Chief Building Official in the event Owner commences construction within the time specified in this Section 4(b) and diligently continues with construction thereafter, and completion within the time required in this Section 4(b) is delayed for causes beyond the reasonable control of Owner; otherwise such Permit shall become void. Construction of phase two of the project on Lot 2 shall be governed by the conditional use permit for phase two.
  - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Owner's expense within twelve (12) months of cessation of the Use of the Property.
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 phase one 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 Use, 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 Owners failure to cure such breach in the time and manner described below after City's giving notice thereof.
  - d. Owner's breach of any other term hereof and its failure to cure such breach in the time and manner described below after City's giving notice thereof.
6. If construction of phase one 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. In the event the Owner fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Owner 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.

### **Miscellaneous**

The conditions and terms of this Permit shall be binding upon owner, its successors and assigns.

1. Delay of City to terminate this Permit on account of breach of Owner of any of 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.
2. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Owner shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Owner of any breach of this Permit. Owner, which for purposes of taking action to cure a breach shall also include a limited partner of Pedcor Investments-2008-CXVIII, L.P. shall be permitted to cure any 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 2 and diligently pursued and completed as soon as possible, and allowing additional times does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
3. 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.
4. 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:

### **Contact Name and Address:**

To Owner:

Pedcor Investments-2008-CXVIII, L.P.  
& Pedcor Investments, A Limited Liability Company  
770 3<sup>rd</sup> Avenue, S.W.  
Carmel, IN 46032  
Attn: Thomas G. Crowe

Wachovia Affordable Housing  
Community Development Corporation  
MAC D1053-170  
301 South College Street



Charlotte, NC 28288  
Attention: Michael Loose: Asset Management

5. All documents referenced in this Permit shall be incorporated herein by said reference.  
6.

**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  
Deputy City Clerk

**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:**

PedcorInvestments-2008-CXVIII, L.P., an Indiana limited partnership

By: La Vista Housing Company, LLC, its general partner

By: Pedcor Investments, A Limited Liability Company, its manager

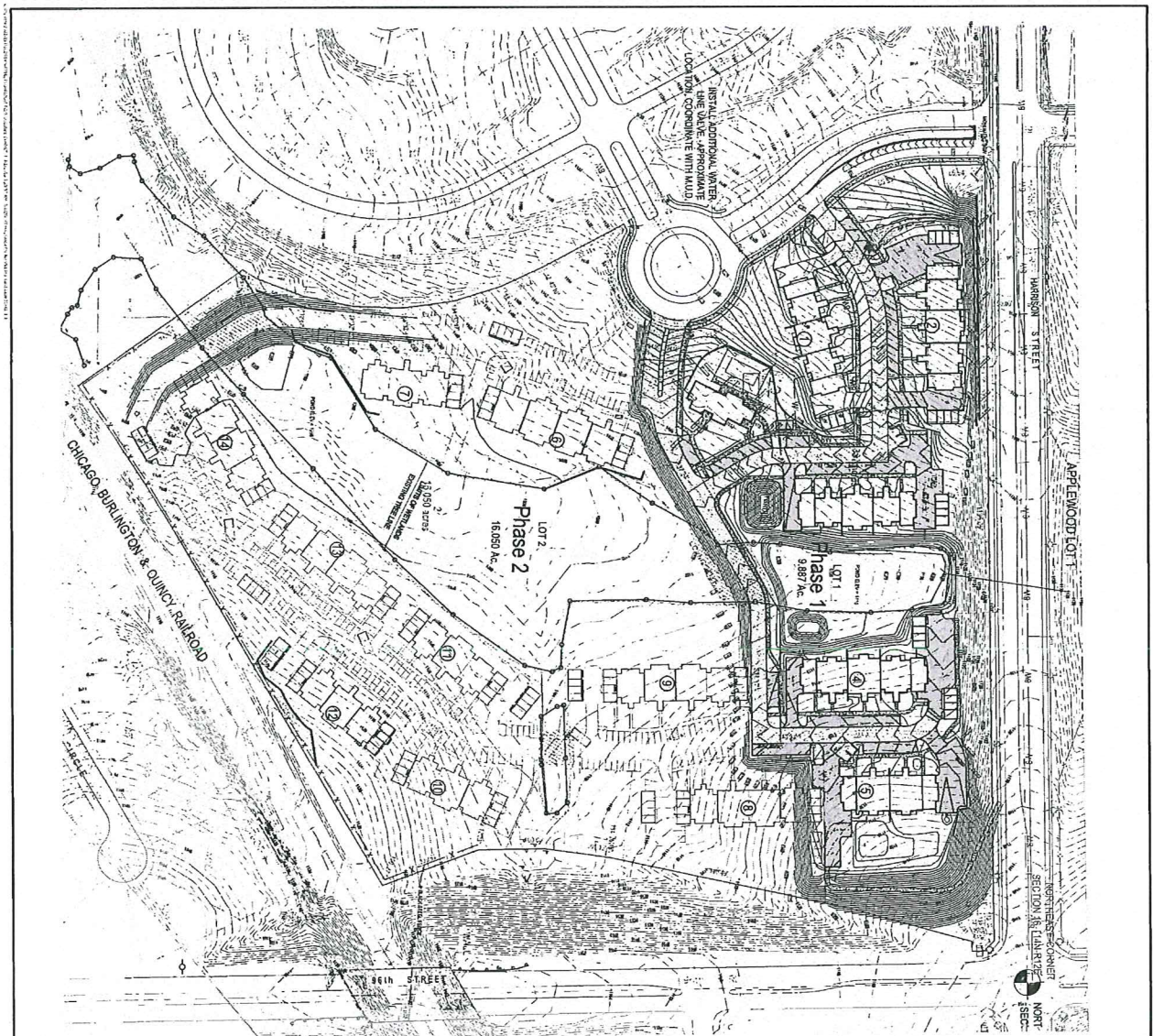
By:

\_\_\_\_\_  
Thomas G. Crowe,  
Executive Vice President

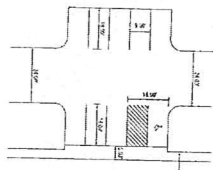
Date: \_\_\_\_\_

DRAFT





TYPICAL PAVING DETAIL



PROJECT DENSITIES									
PHASE	LOT	AREA (AC)	RESIDENTS	OFFICES	RETAIL	INDUSTRIAL	TOTAL	PER ACRE	PER LOT
PHASE 1	101	9.887	131,200	24,000	4,000	0	159,200	16,150	159,200
PHASE 2	102	16.050	115,000	24,000	4,000	0	143,000	8,910	143,000
TOTAL		25.937	246,200	48,000	8,000	0	302,200	12,530	302,200



- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.
- EXISTING AND PROPOSED DRIVEWAYS ARE SHOWN AS 20' WIDE INTERSECTIONS AND ARE BASED ON 20' WIDE DRIVEWAYS.



PROJECT SITE

EXHIBIT  
"A"

CIMARRON WOODS REPLAT TWO

**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS

10000 N. 100th Ave., Suite 100, Omaha, NE 68164  
402.491.1111  
www.eaconsulting.com





14 September 2010

Mr. Christopher Solberg, City Planner  
City of La Vista  
8116 Parkview Boulevard  
La Vista, Nebraska 68128-2198

RE: Design Review  
Cimarron Terrace Phase I  
Sub-Area, Secondary Overlay of the Gateway Corridor District;  
Lot 380 Cimarron Woods Subdivision - Phase I  
BCDM Project No. 4638-01

Dear Chris:

Per your request, I have completed a design review of the above referenced project using the Architectural and Site Design Guidelines for the Sub-Area, Secondary Overlay of the Gateway Corridor District dated 2001.

Review comments for Landscape and Site Treatment and Building Design are included in this letter. Revisions to this review are noted in underlined text. With Owner acceptance, this design review will be completed.

**1. LANDSCAPE AND SITE TREATMENT:**

- Plant Material:

**Reply:**

- **Acceptable**

- Site Lighting:

**Reply:**

- The proposed lighting cut sheet on sheet CL101 does not meet the dark sky component. The pole light shall be specified with a Louver Reflector LR. The specification shall be modified to be as follows (edit in bold):
  - CAH-150-S-MT-**LR5**-PT-BK-RAF-518-DB-BCM-5 BK
  - Additional discussion with Pacific Lighting & Standards Co. Enrique noted some items have changed. The dark sky compliant item in this line: CAG-150-S-MT-**RF5**-PT-BK-RAF-518-DB-BCM-5 BK  
The attached cut sheet shows the differing styles.
  - This may impact the light photometric detail K16 sheet SL101
- If additional building lighting is to be used, please submit locations and fixture cuts. Light shown on elevations, but no fixture cut sheet submitted.



Mr. Christopher Solberg, City Planner  
City of La Vista  
Page 2

2. **BUILDING DESIGN:**

- Building Materials:

**Reply:**

- Material selection samples have not been provided with this submittal. The materials and colors approved with the previous 2008 submittal shall be assumed current; **no modifications of these materials shall be made without prior approval. A print submitted in 2008 is attached for reference.**

- Building Design:

**Reply:**

- Provide masonry (brick) wainscot at building perimeter. **Provided.**
- Brick shall be the primary material. Rear elevation requires additional brick as it is the main elevation visible from the public right of way. **Provided.**

If you have any questions on any of the comments listed above, please do not hesitate to contact me.

Sincerely,



Kevin Schluckebier, AIA  
BCDM, Inc.

KES/mm  
Attachment

c: File 4638-01, 1.0



# PACIFIC LIGHTING & STANDARDS CO.

2831 Los Flores Blvd. Lynwood, CA 90262 Tel. 310.603.9344 Fax. 310.603.9421

## CA

## SERIES

- Housing:** Corrosion resistant, cast A356 aluminum alloy, .188" min. wall thickness.
- Acorn:** UV stabilized clear textured polycarbonate or prismatic type 3 and 5 light distribution. available; consult factory.
- Electrical:** All electrical components are UL approved.
- Ballast:** High power factor - 20°C starting temperature. The ballast is removable as a unit for easy maintenance.
- LED Engine:** All LED light boards and drivers are separate and removable for easy maintenance and replacement
- Finish:** Polyester powder fuse coating is standard; other finishes are available upon request.

### Ordering Information:

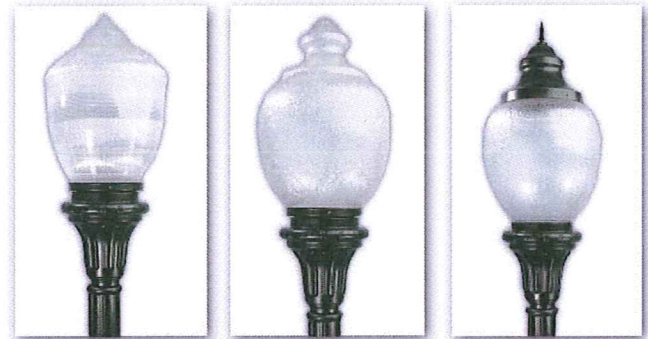
1. Model Number
2. Wattage
3. Lamp Type
  - H - Metal Halide
  - S - High Pressure Sodium
  - PS - Pulse Start
  - CF - Compact Fluorescent\*
  - LED - Light-emitting diode
  - IND - Induction
4. Voltage
  - 120, 208, 240, 277, 480 and
  - MT (Multi Tap) - 120, 208, 240, 277
5. Optics
  - GR3 - Type 3 Glass Refractor
  - GR5 - Type 5 Glass Refractor
  - LR - Louver Reflector
6. Mounting
7. Arm Style
8. Finish
  - BK - Black
  - BZ - Bronze
  - GR - Green
  - VG - Verde Green
  - (Other color upon request)
9. Options
  - HS - House Shield
  - FS - Fuse
  - PC - Photo Cell



CAA 15 1/4" x 32"

CAB 16" x 32"

CAC 17" x 32"



CAD 15 1/4" x 34"

CAE 16" x 39"

CAG 16" x 37"



CAH 16" x 39"

CAK 17" x 32"

CAL 17" x 32"

#### Optics



Glass Refractor



Louver Reflector

#### Mounting



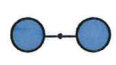
WM - Wall Mount



PT - Post Top  
(No Arm)



1A - Single



2A - Twin 180

#### Arm Styles



AA



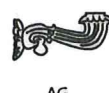
AB



AC



AD



AG



AI



AH

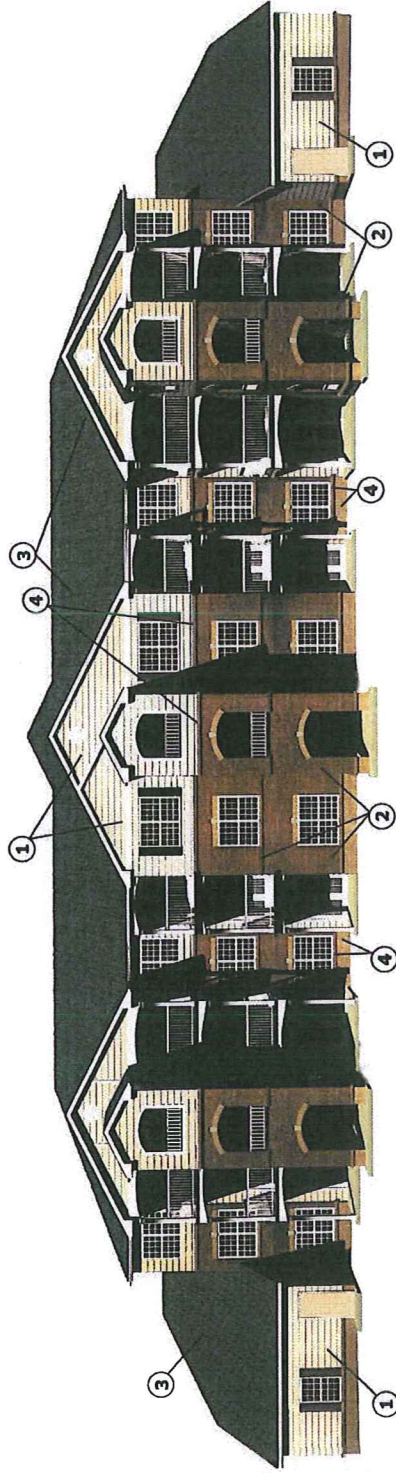


AL



1. Mod. #	2. Wattage 3. Lamp Type	4. Voltage	5. Optics	6. Mounting 7. Arm Style	8. Finish	9. Options



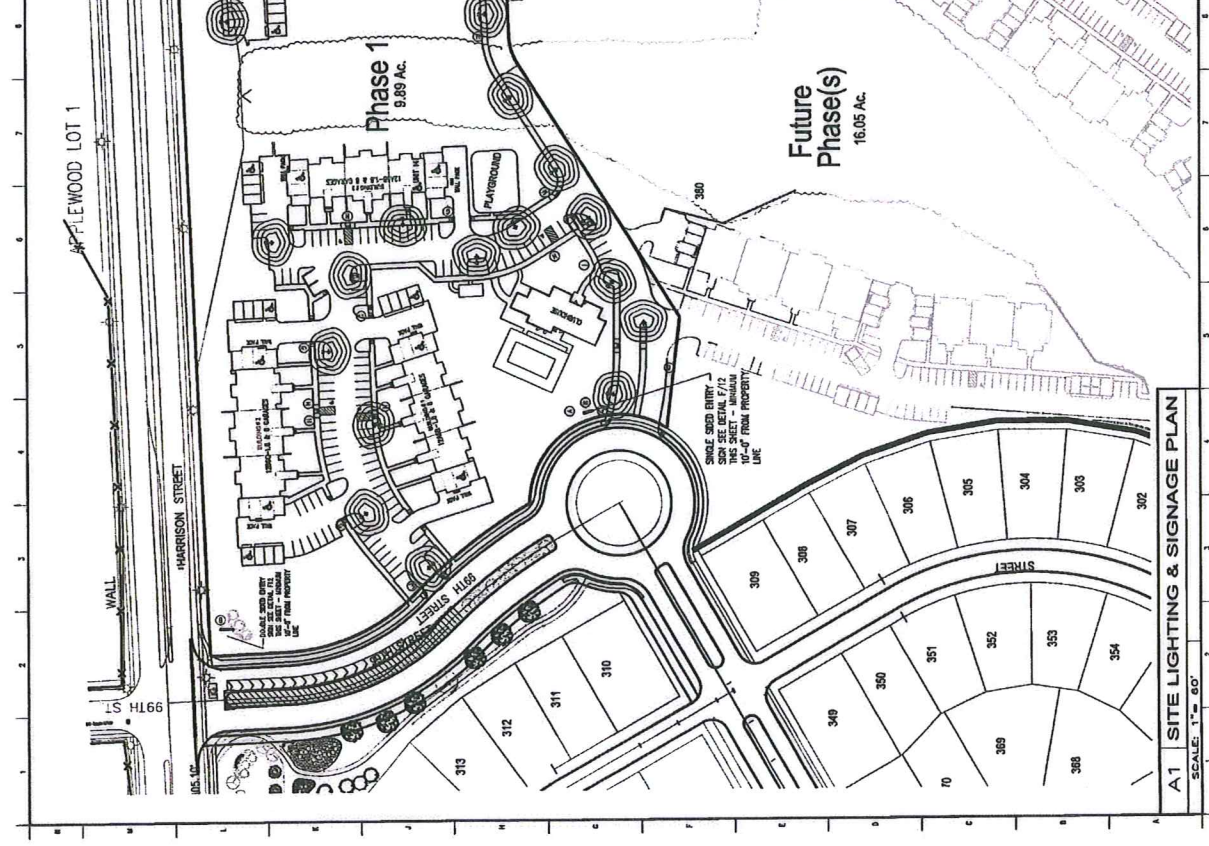
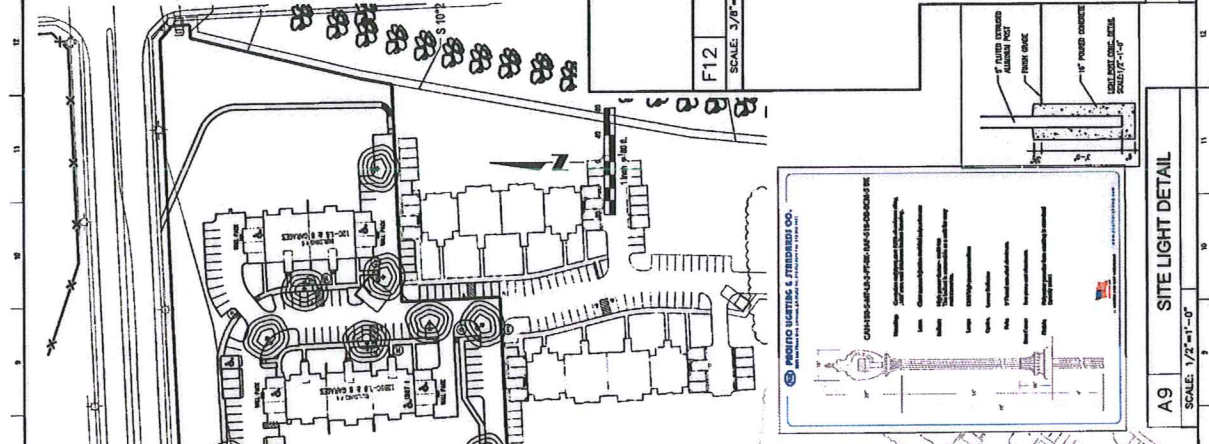
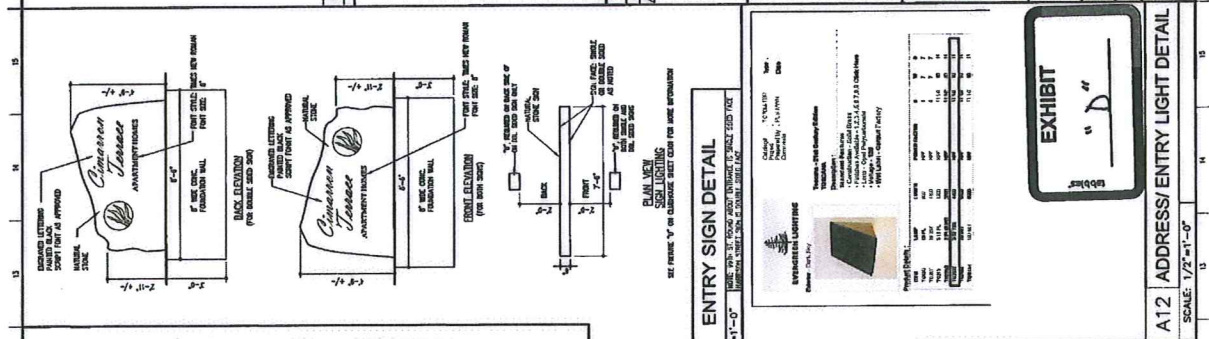
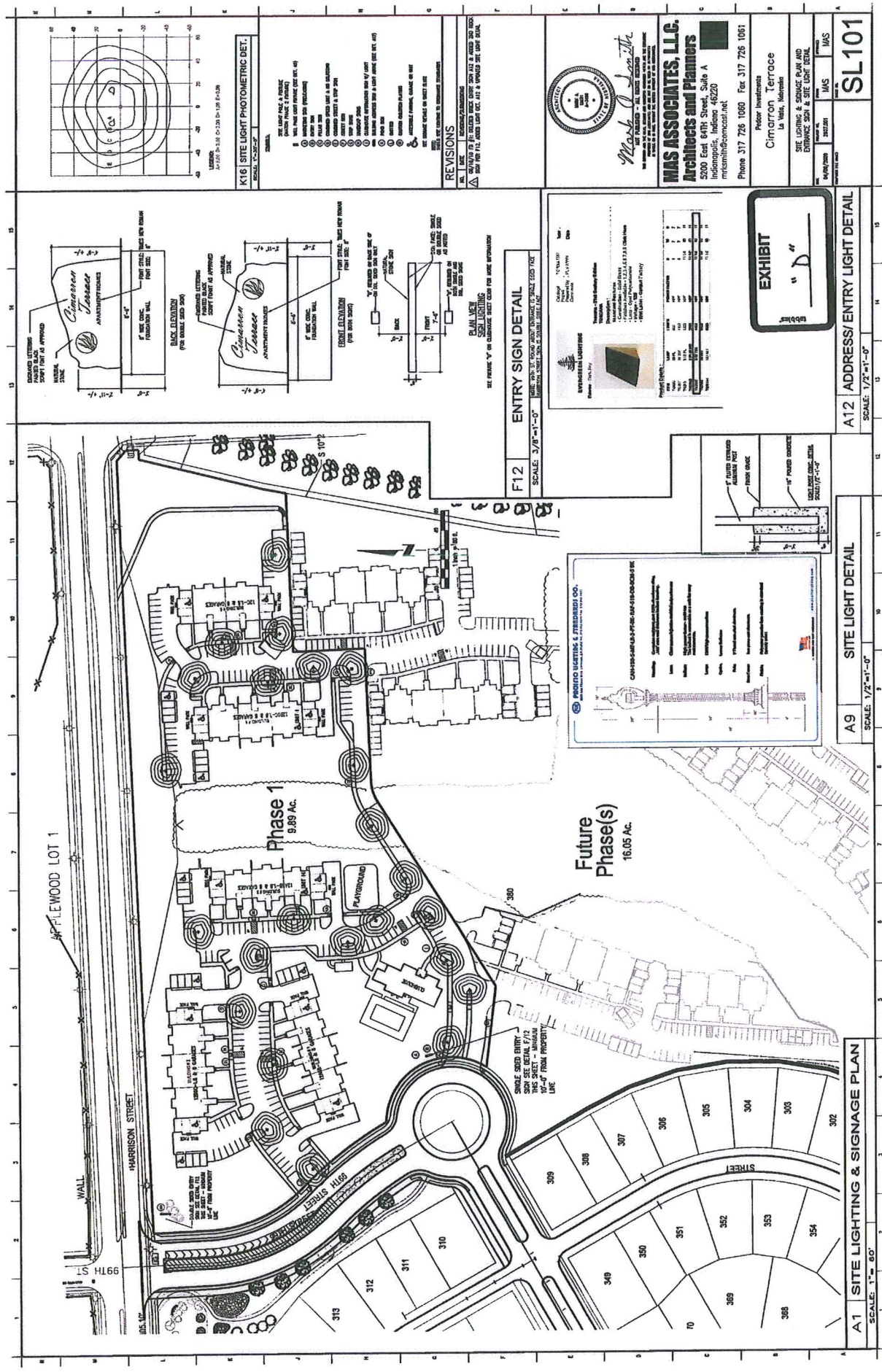


## LEGEND

- ① **SIDING:**  
Mfg: James Hardie  
Type: Fiber Cement Board  
Color: Woodstock Brown
- ② **BRICK:**  
Mfg: Brick Craft  
Type: Engineer  
Color: Old Indiana
- ③ **SHINGLES:**  
Mfg: GAF Timberline Series  
Type: Dimensional  
Color: Weather Wood
- ④ **BRICK:**  
Mfg: Brick Craft  
Type: Engineer  
Color: Sandalwood



# BUILDING 12A6B (1 & 2 Bedroom) CIMARRON TERRACE APARTMENTS La Vista, Nebraska



**K16 SITE LIGHT PHOTOMETRIC DET.**

SCALE: 1/2"=1'-0"

1. LIGHT SOURCE: 100W 1000K LED  
2. BEAM ANGLE: 120°  
3. MOUNTING: 10' TALL  
4. SPACING: 10' ON CENTER  
5. SPACING: 10' ON CENTER  
6. SPACING: 10' ON CENTER  
7. SPACING: 10' ON CENTER  
8. SPACING: 10' ON CENTER  
9. SPACING: 10' ON CENTER  
10. SPACING: 10' ON CENTER  
11. SPACING: 10' ON CENTER  
12. SPACING: 10' ON CENTER  
13. SPACING: 10' ON CENTER  
14. SPACING: 10' ON CENTER  
15. SPACING: 10' ON CENTER  
16. SPACING: 10' ON CENTER  
17. SPACING: 10' ON CENTER  
18. SPACING: 10' ON CENTER  
19. SPACING: 10' ON CENTER  
20. SPACING: 10' ON CENTER  
21. SPACING: 10' ON CENTER  
22. SPACING: 10' ON CENTER  
23. SPACING: 10' ON CENTER  
24. SPACING: 10' ON CENTER  
25. SPACING: 10' ON CENTER  
26. SPACING: 10' ON CENTER  
27. SPACING: 10' ON CENTER  
28. SPACING: 10' ON CENTER  
29. SPACING: 10' ON CENTER  
30. SPACING: 10' ON CENTER  
31. SPACING: 10' ON CENTER  
32. SPACING: 10' ON CENTER  
33. SPACING: 10' ON CENTER  
34. SPACING: 10' ON CENTER  
35. SPACING: 10' ON CENTER  
36. SPACING: 10' ON CENTER  
37. SPACING: 10' ON CENTER  
38. SPACING: 10' ON CENTER  
39. SPACING: 10' ON CENTER  
40. SPACING: 10' ON CENTER  
41. SPACING: 10' ON CENTER  
42. SPACING: 10' ON CENTER  
43. SPACING: 10' ON CENTER  
44. SPACING: 10' ON CENTER  
45. SPACING: 10' ON CENTER  
46. SPACING: 10' ON CENTER  
47. SPACING: 10' ON CENTER  
48. SPACING: 10' ON CENTER  
49. SPACING: 10' ON CENTER  
50. SPACING: 10' ON CENTER  
51. SPACING: 10' ON CENTER  
52. SPACING: 10' ON CENTER  
53. SPACING: 10' ON CENTER  
54. SPACING: 10' ON CENTER  
55. SPACING: 10' ON CENTER  
56. SPACING: 10' ON CENTER  
57. SPACING: 10' ON CENTER  
58. SPACING: 10' ON CENTER  
59. SPACING: 10' ON CENTER  
60. SPACING: 10' ON CENTER  
61. SPACING: 10' ON CENTER  
62. SPACING: 10' ON CENTER  
63. SPACING: 10' ON CENTER  
64. SPACING: 10' ON CENTER  
65. SPACING: 10' ON CENTER  
66. SPACING: 10' ON CENTER  
67. SPACING: 10' ON CENTER  
68. SPACING: 10' ON CENTER  
69. SPACING: 10' ON CENTER  
70. SPACING: 10' ON CENTER  
71. SPACING: 10' ON CENTER  
72. SPACING: 10' ON CENTER  
73. SPACING: 10' ON CENTER  
74. SPACING: 10' ON CENTER  
75. SPACING: 10' ON CENTER  
76. SPACING: 10' ON CENTER  
77. SPACING: 10' ON CENTER  
78. SPACING: 10' ON CENTER  
79. SPACING: 10' ON CENTER  
80. SPACING: 10' ON CENTER  
81. SPACING: 10' ON CENTER  
82. SPACING: 10' ON CENTER  
83. SPACING: 10' ON CENTER  
84. SPACING: 10' ON CENTER  
85. SPACING: 10' ON CENTER  
86. SPACING: 10' ON CENTER  
87. SPACING: 10' ON CENTER  
88. SPACING: 10' ON CENTER  
89. SPACING: 10' ON CENTER  
90. SPACING: 10' ON CENTER  
91. SPACING: 10' ON CENTER  
92. SPACING: 10' ON CENTER  
93. SPACING: 10' ON CENTER  
94. SPACING: 10' ON CENTER  
95. SPACING: 10' ON CENTER  
96. SPACING: 10' ON CENTER  
97. SPACING: 10' ON CENTER  
98. SPACING: 10' ON CENTER  
99. SPACING: 10' ON CENTER  
100. SPACING: 10' ON CENTER

**REVISIONS**

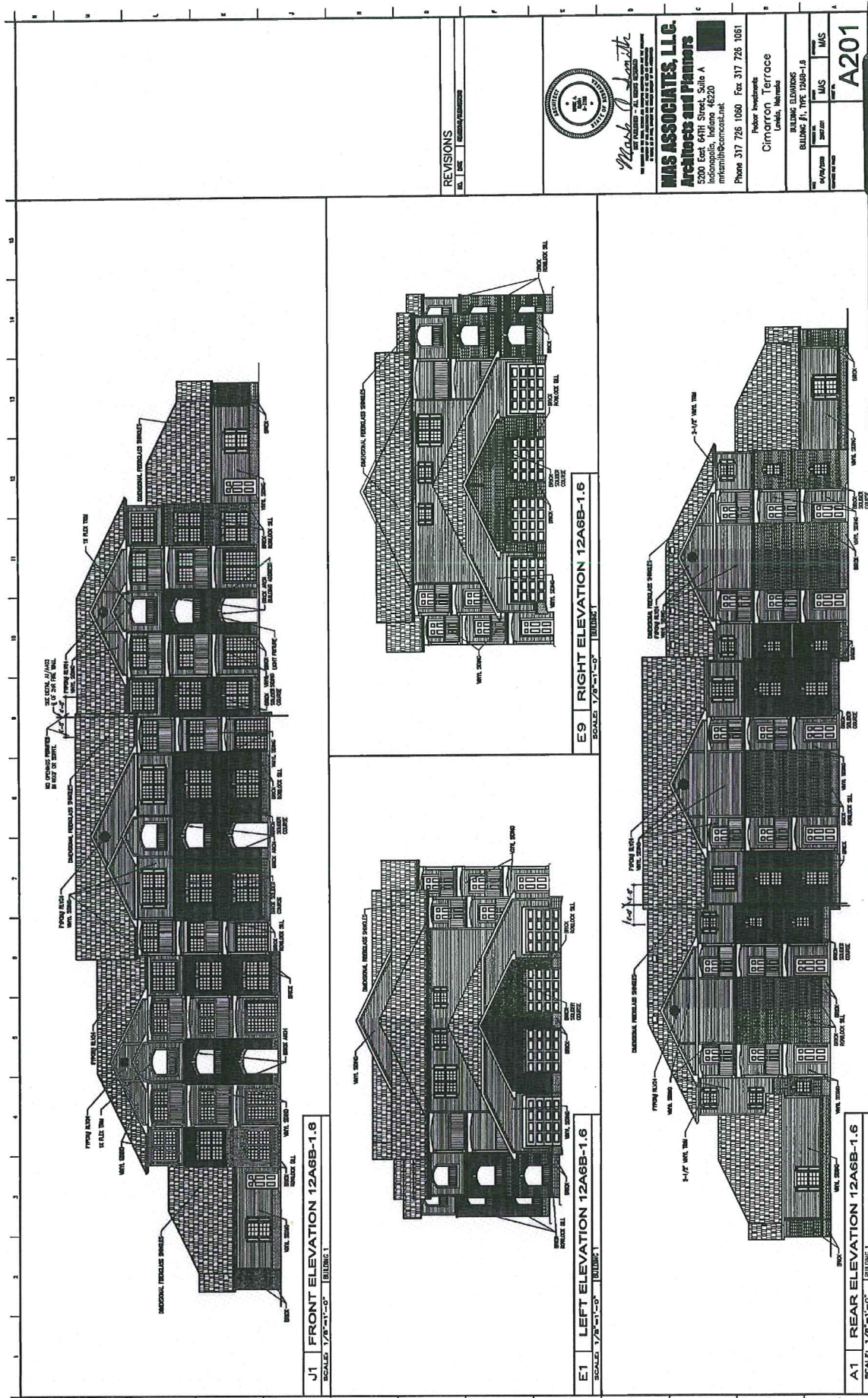
1. 10/1/2020  
2. 10/1/2020  
3. 10/1/2020  
4. 10/1/2020  
5. 10/1/2020  
6. 10/1/2020  
7. 10/1/2020  
8. 10/1/2020  
9. 10/1/2020  
10. 10/1/2020  
11. 10/1/2020  
12. 10/1/2020  
13. 10/1/2020  
14. 10/1/2020  
15. 10/1/2020  
16. 10/1/2020  
17. 10/1/2020  
18. 10/1/2020  
19. 10/1/2020  
20. 10/1/2020  
21. 10/1/2020  
22. 10/1/2020  
23. 10/1/2020  
24. 10/1/2020  
25. 10/1/2020  
26. 10/1/2020  
27. 10/1/2020  
28. 10/1/2020  
29. 10/1/2020  
30. 10/1/2020  
31. 10/1/2020  
32. 10/1/2020  
33. 10/1/2020  
34. 10/1/2020  
35. 10/1/2020  
36. 10/1/2020  
37. 10/1/2020  
38. 10/1/2020  
39. 10/1/2020  
40. 10/1/2020  
41. 10/1/2020  
42. 10/1/2020  
43. 10/1/2020  
44. 10/1/2020  
45. 10/1/2020  
46. 10/1/2020  
47. 10/1/2020  
48. 10/1/2020  
49. 10/1/2020  
50. 10/1/2020  
51. 10/1/2020  
52. 10/1/2020  
53. 10/1/2020  
54. 10/1/2020  
55. 10/1/2020  
56. 10/1/2020  
57. 10/1/2020  
58. 10/1/2020  
59. 10/1/2020  
60. 10/1/2020  
61. 10/1/2020  
62. 10/1/2020  
63. 10/1/2020  
64. 10/1/2020  
65. 10/1/2020  
66. 10/1/2020  
67. 10/1/2020  
68. 10/1/2020  
69. 10/1/2020  
70. 10/1/2020  
71. 10/1/2020  
72. 10/1/2020  
73. 10/1/2020  
74. 10/1/2020  
75. 10/1/2020  
76. 10/1/2020  
77. 10/1/2020  
78. 10/1/2020  
79. 10/1/2020  
80. 10/1/2020  
81. 10/1/2020  
82. 10/1/2020  
83. 10/1/2020  
84. 10/1/2020  
85. 10/1/2020  
86. 10/1/2020  
87. 10/1/2020  
88. 10/1/2020  
89. 10/1/2020  
90. 10/1/2020  
91. 10/1/2020  
92. 10/1/2020  
93. 10/1/2020  
94. 10/1/2020  
95. 10/1/2020  
96. 10/1/2020  
97. 10/1/2020  
98. 10/1/2020  
99. 10/1/2020  
100. 10/1/2020

**MAS ASSOCIATES, LLC.**  
Architects and Planners  
5900 East 64th Street, Suite A  
Indianapolis, Indiana 46220  
masa@masa.com  
Phone 317 726 1060 Fax 317 726 1061

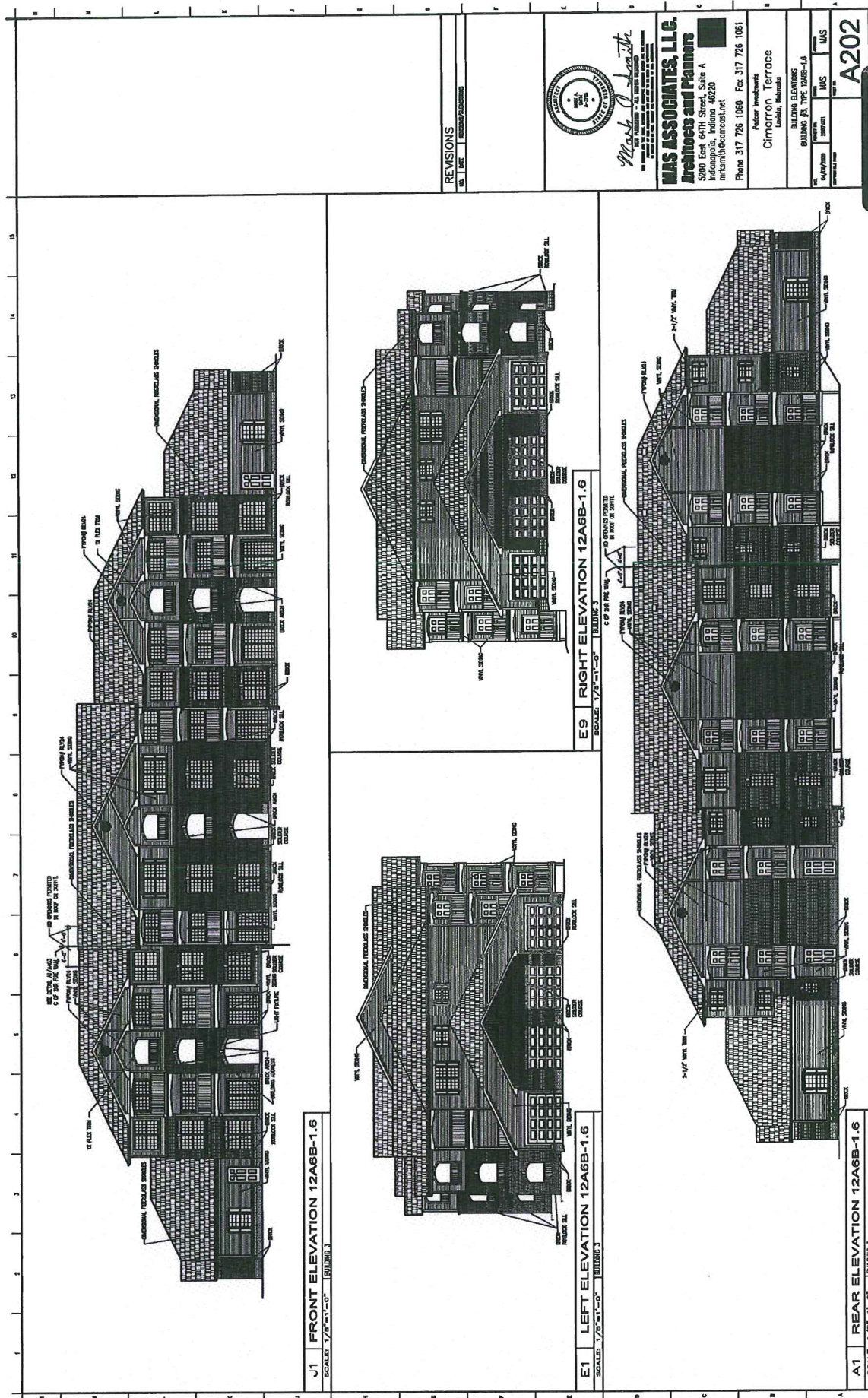
**Cincinnati Terrace**  
La Vista, Indiana  
SITE LIGHTING & SIGNAGE PLAN AND  
ENTRANCE SIGN & SITE LIGHT DETAIL

**SL101**









REVISIONS

NO.	DATE	DESCRIPTION



*Mark J. Leavitt*  
Architect

**MAS ASSOCIATES, LLC.**  
Architects and Planners  
5200 East 64th Street, Suite A  
Indianapolis, Indiana 46220  
midatlantic@comcast.net  
Phone 317 726 1060 Fax 317 728 1061

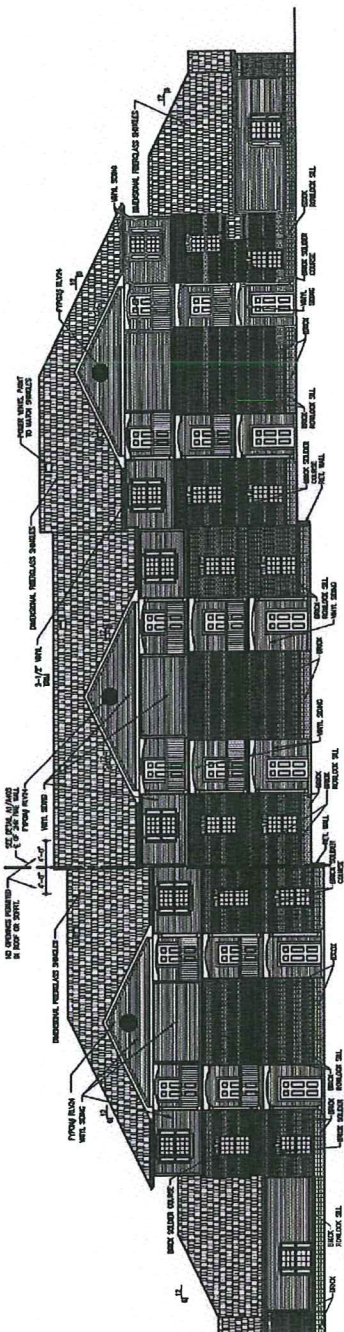
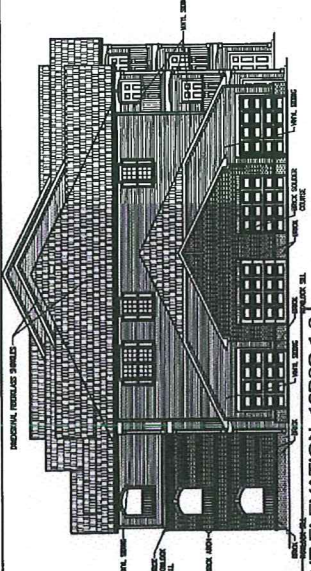
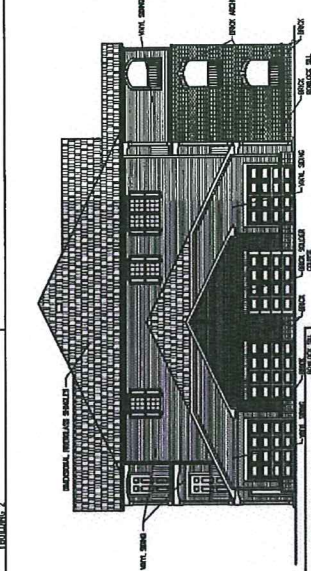
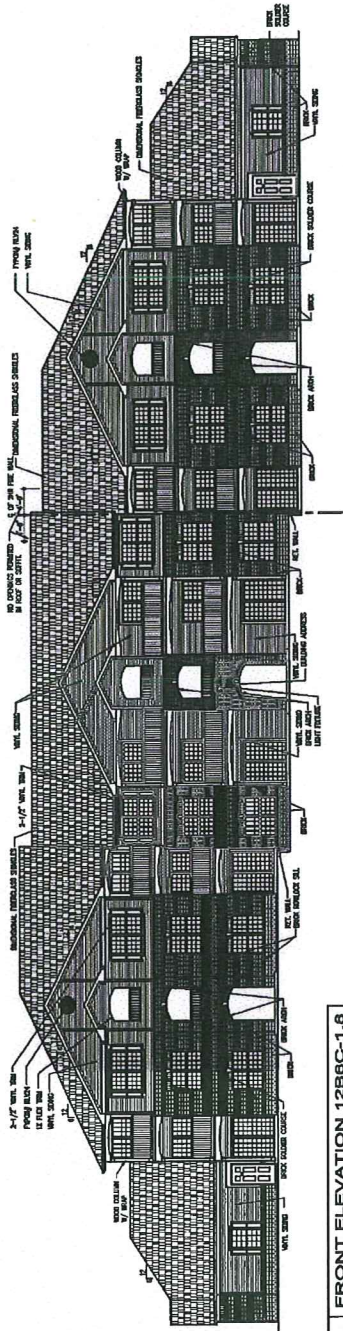
Project: **Cimarron Terrace**  
Location: **Indianapolis, Indiana**

Building: **12A6B-1.6**  
Drawing: **12A6B-1.6**

Scale: **1/8"=1'-0"**  
Date: **12/15/2010**  
Sheet: **A202**

**EXHIBIT**  
11F





REVISIONS		
NO.	DATE	REASON



*Mack O. Leavitt*  
NOT PUBLISHED - ALL NEWS REQUIRED

**WAS ASSOCIATES, LLC.**  
**Architects and Planners**

5200 East 64TH Street, Suite A  
Indianapolis, Indiana 46220  
mirksmith@comcast.net

Phone 317 726 1060 Fax 317 726 1061

Radon Incentives

Cimarron Terrace

La Veda, Medvedev

## THE NEW OUTLINE

BUILDING #2, TYPE 12BSC-1A

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

SYM	100/100
-----	---------

[illegible]

A203

EXHIBIT

"



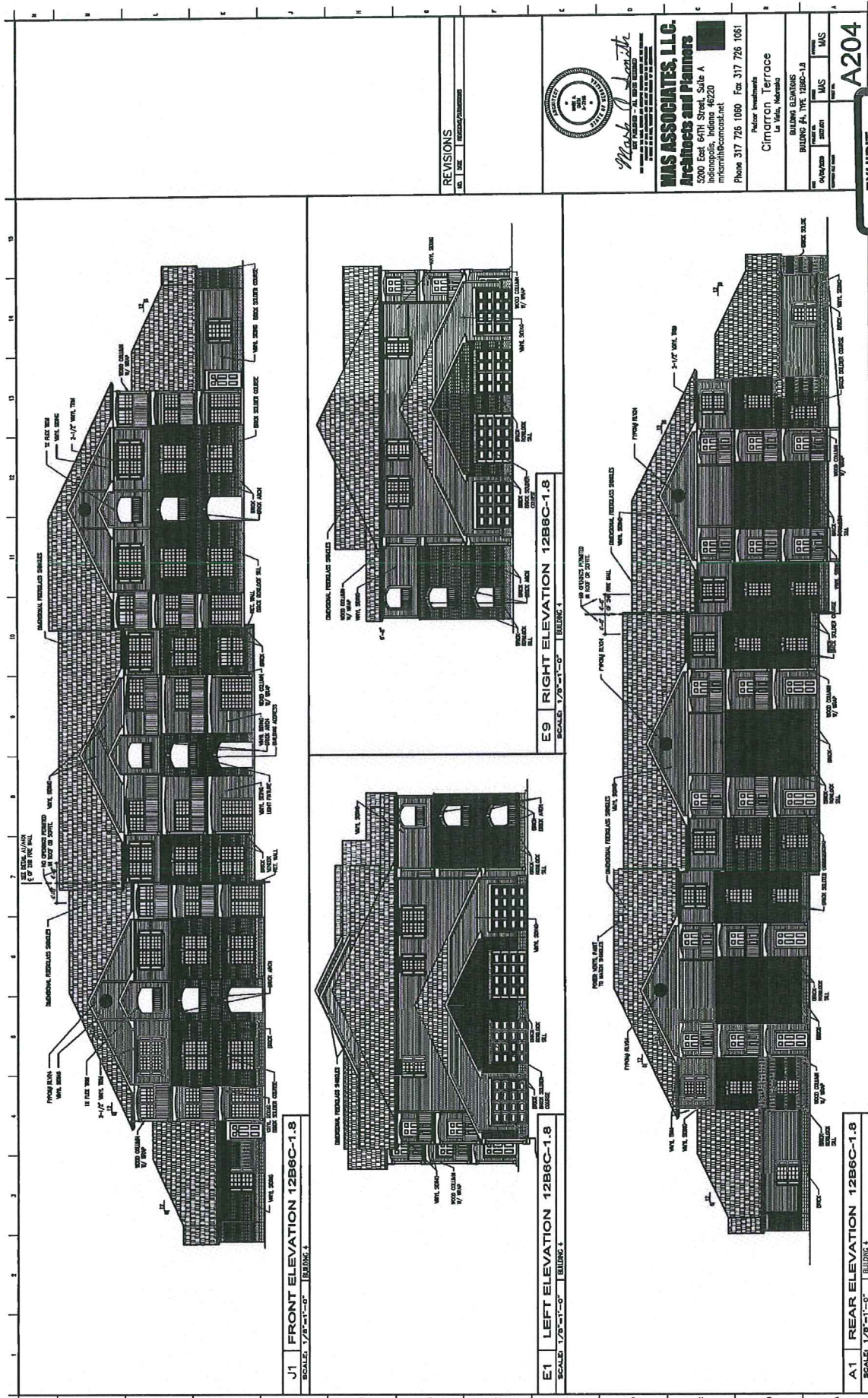
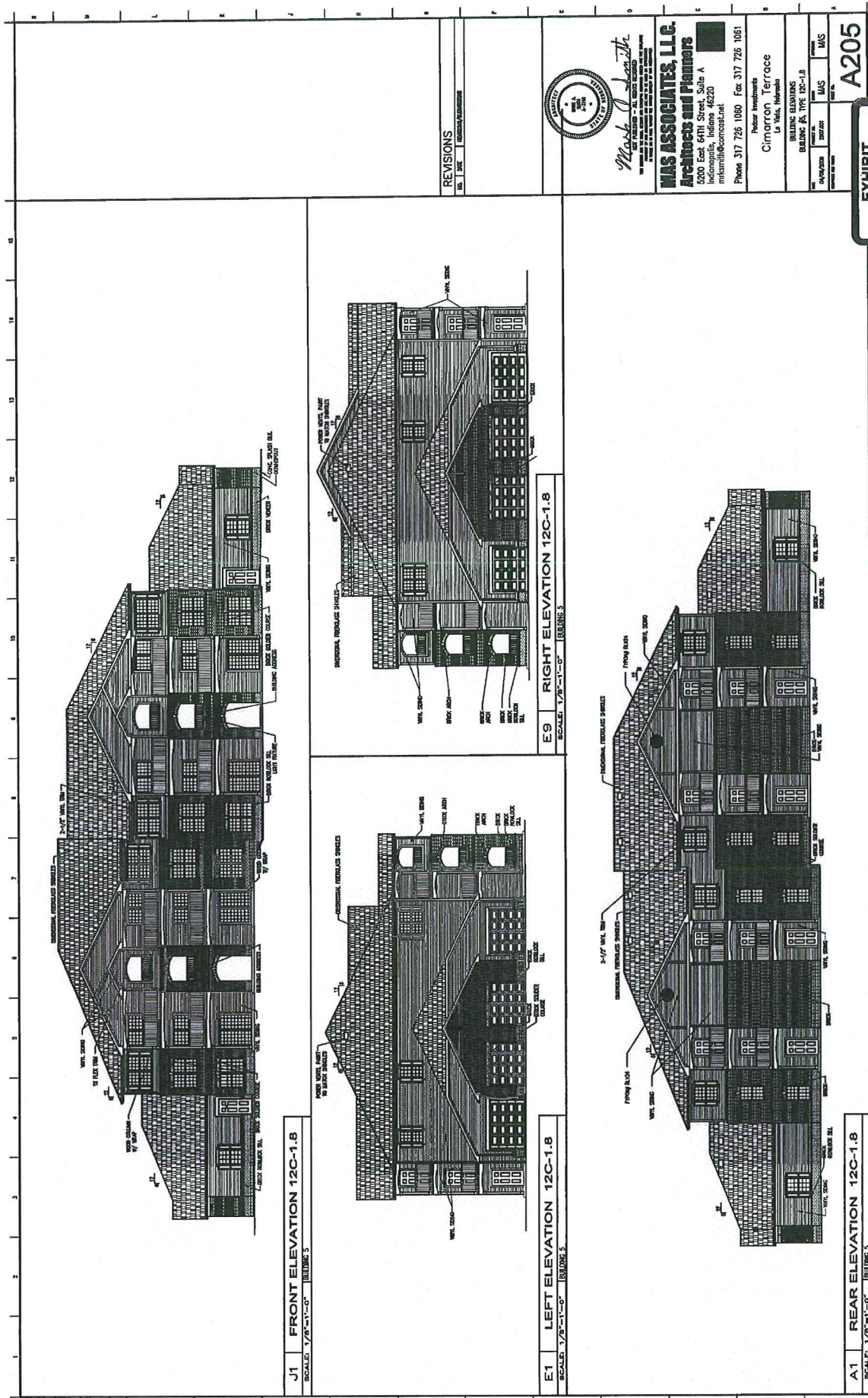


EXHIBIT  
"H"





REVISIONS

NO.	DATE	DESCRIPTION



*Mark J. Slonitz*

**MAS ASSOCIATES, LLC.**  
**Architects and Planners**  
 5200 East 64th Street, Suite A  
 Indianapolis, Indiana 46220  
 mslonitz@comcast.net  
 Phone 317 726 1060 Fax 317 726 1061

Project: **Imagined**  
**Cimarron Terrace**  
 Le Veas, Indiana

BLINDING ELEVATIONS  
 BUILDING #A, TYPE 12C-1.8

DATE	04/07/2010	BY	MS
REVISION			

**A205**



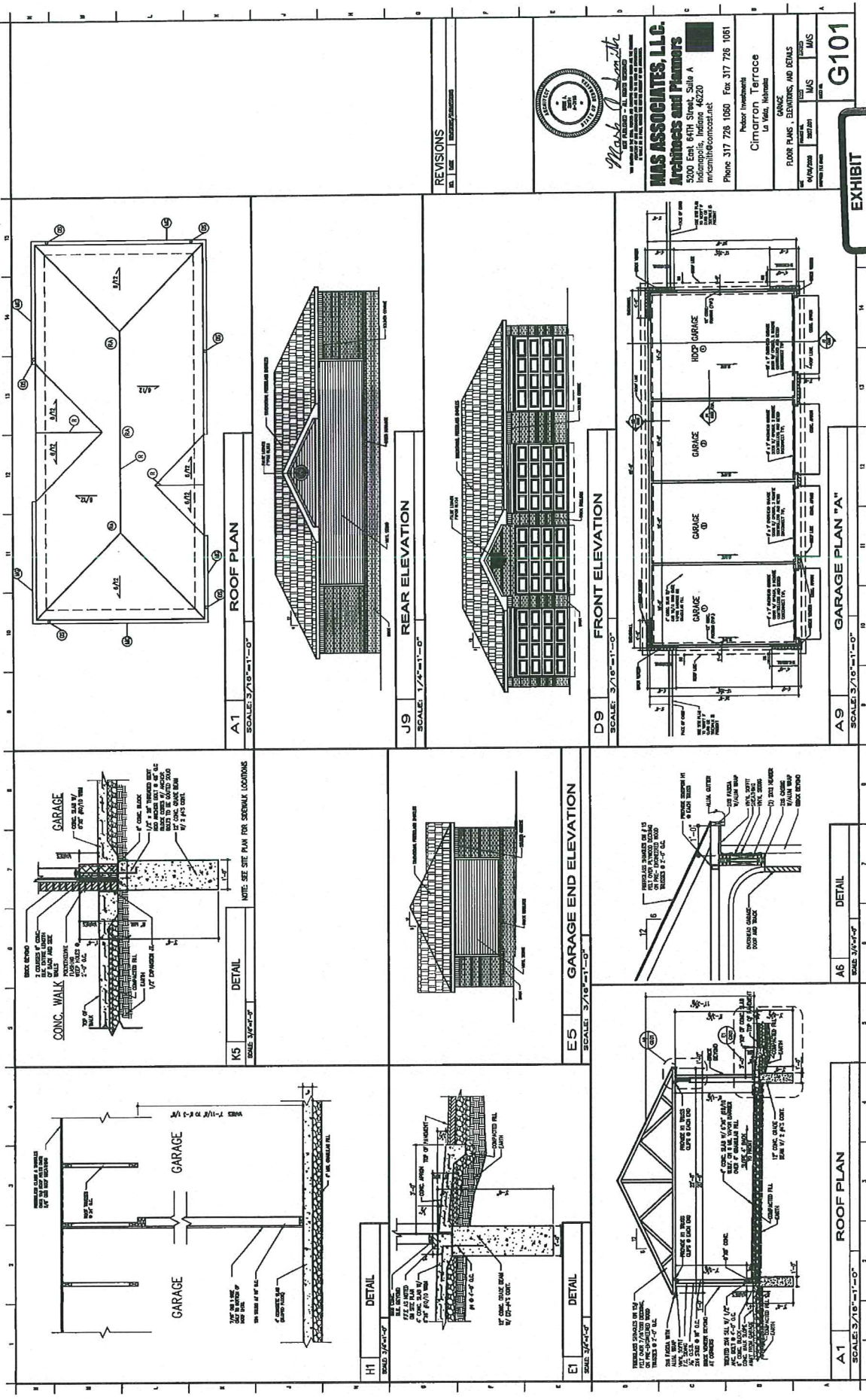
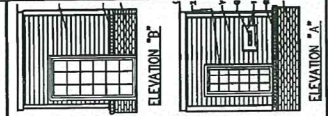
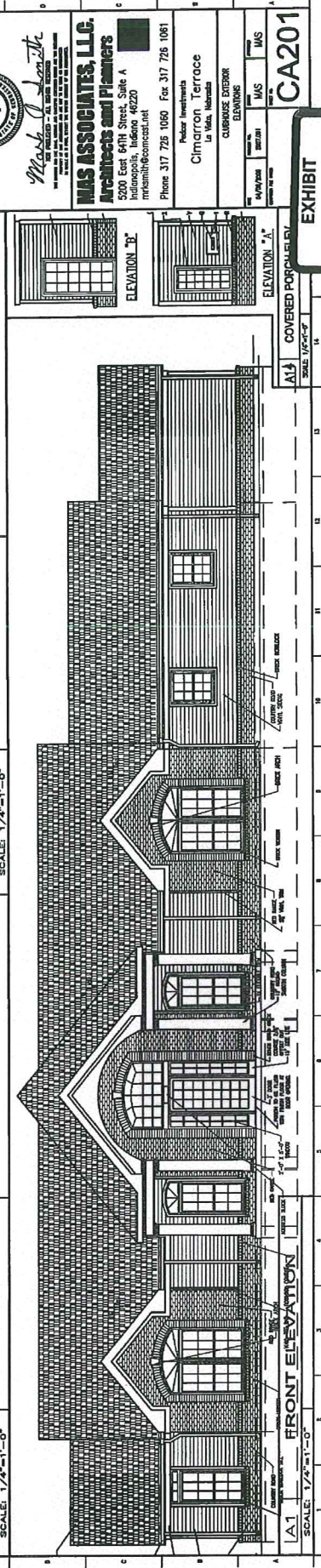
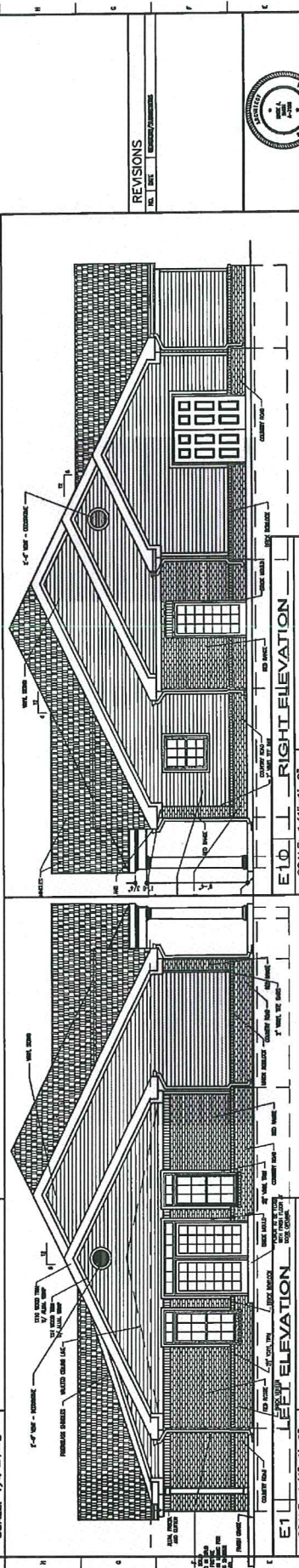
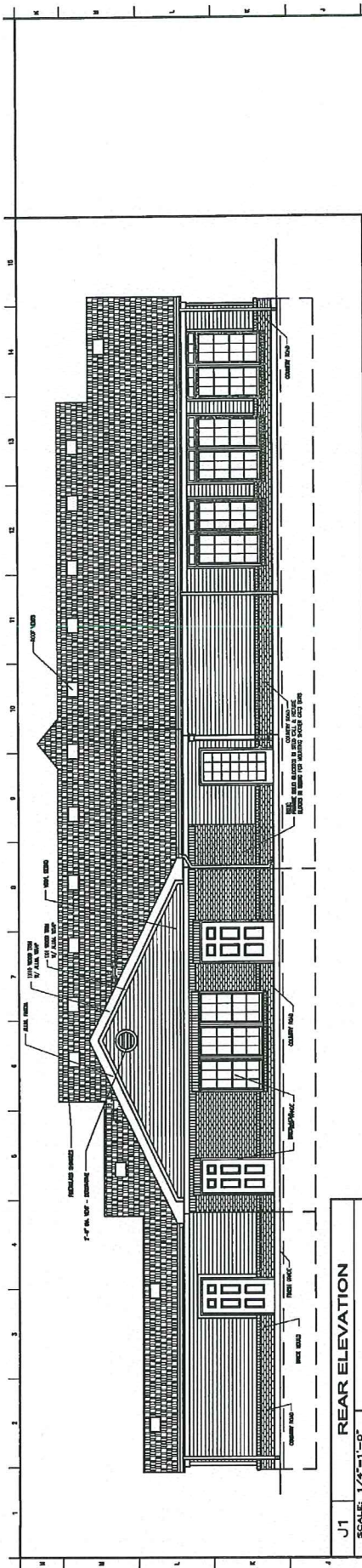


EXHIBIT  
"J"





Mark J. Lanzetta  
Professional Engineer  
No. 12543  
State of Indiana

**MAS ASSOCIATES, LLC.**  
Architects and Planners  
5200 East 64th Street, Suite A  
Indianapolis, Indiana 46220  
mhlam@comcast.net  
Phone 317 725 1060 Fax 317 725 1061

Project: Indianapolis  
Cimarron Terrace  
1st Flr, Indiana  
CUSTOMER: EXTERIOR  
ELEVATIONS

DATE: 10/1/2008  
DRAWN BY: MAS  
CHECKED BY: MAS  
APPROVED BY: MAS

CA201











EXHIBIT "M"

**SHRUB & PERENNIAL PLANTING DETAIL**

[illegible]

**SHRUB & PERENNIAL PLANTING DETAIL**

NOT TO SCALE

[illegible]

**SHRUB & PERENNIAL PLANTING DETAIL**

NOT TO SCALE

[illegible]

FREE PRINTING: DETAIL - B & D TREE

**NOT TO SCALE**

