

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 4, 2017 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR WAIVER, REVISED PRELIMINARY PLAT, FINAL PLAT, SUBDIVISION AGREEMENT, PUD SITE PLAN & CUP FOR AN AUTOMOBILE DEALERSHIP – TAX LOT 4 EXC S 1551.37 FT & EXC ROW 23-14-11 (SW OF 144 TH & GILES ROAD)	◆ RESOLUTIONS (5) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

An application was received to consider a waiver of the Subdivision Regulations regarding the minimum centerline radius of a local street, a revised preliminary plat, a final plat and subdivision agreement; and a public hearing was opened on March 21st and continued to consider a Planned Unit Development (PUD) site plan, and a Conditional Use Permit (CUP) for an automobile dealership, for approximately 30.67 acres located southwest of 144th Street and Giles Road.

FISCAL IMPACT

None.

RECOMMENDATION

Approve.

BACKGROUND

A public hearing was opened on March 21, 2017, and continued, and resolutions have been prepared to consider applications for a waiver of the Subdivision Regulations regarding the minimum centerline radius of a local street, a revised preliminary plat, a final plat, subdivision agreement, a Planned Unit Development (PUD) site plan, and a Conditional Use Permit (CUP) for an automobile dealership, submitted by LB Southwest, LLC on approximately 30.67 acres currently described as Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11. The property is generally located on the southwest corner of 114th Street and Giles Road.

A detailed staff report is attached.

On February 16, 2017, the Planning Commission voted with seven in favor and one opposed to recommend approval of the waiver, revised preliminary plat, final plat, PUD site plan and conditional use permit.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE PRELIMINARY PLAT FOR PART OF TAX LOT 4 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 AND 2, WOODHOUSE PLACE, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, LB Southwest, LLC has made application for approval of a preliminary plat for Part of Tax Lot 4 and Part of the East Half of the Northeast Quarter of Section 23, T14N, R11E; and

WHEREAS, the City Engineer has reviewed the preliminary plat; and

WHEREAS, on February 16, 2017, the La Vista Planning Commission reviewed the preliminary plat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.24 of the Subdivision Regulations.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the preliminary plat for Part of Tax Lot 4 and part of the East Half of the Northeast Quarter of Section 23, Township 14 North, Range 11 East, to be replatted as Lots 1 and 2, Woodhouse Place, a subdivision located in the northeast quarter of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 144th Street and Giles Road, be, and hereby is, approved.

BE IT FURTHER RESOLVED that a waiver of Section 4.24 of the Subdivision Regulations, regarding the minimum centerline radius of a local street, be granted.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE FINAL PLAT FOR PART OF TAX LOT 4 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, TO BE REPLATTED AS LOTS 1 AND 2, WOODHOUSE PLACE, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, LB Southwest, LLC has made application for approval of a final plat for Part of Tax Lot 4 and Part of the East Half of the Northeast Quarter of Section 23, T14N, R11E; and

WHEREAS, the City Engineer has reviewed the preliminary plat; and

WHEREAS, on February 16, 2017, the La Vista Planning Commission reviewed the final plat and recommended approval subject to the following conditions:

1. Approval of the waiver of Section 4.24 of the Subdivision Regulations.

. NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the final plat for Part of Tax Lot 4 and part of the East Half of the Northeast Quarter of Section 23, Township 14 North, Range 11 East, to be replatted as Lots 1 and 2, Woodhouse Place, a subdivision located in the northeast quarter of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 144th Street and Giles Road, be, and hereby is, approved.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR LOTS 1 AND 2, WOODHOUSE PLACE SUBDIVISION.

WHEREAS, the City Council did on April 4, 2017, approve the final plat for Lots 1 and 2, Woodhouse Place Subdivision subject to certain conditions; and

WHEREAS, the Subdivider, LB Southwest, 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 April 4, 2017, City Council meeting for the Woodhouse Place 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 revisions that the City Administrator or City Engineer may determine necessary or advisable.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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 LB SOUTHWEST, LLC, TO ALLOW FOR AN AUTOMOBILE DEALERSHIP ON LOTS 1 AND 2, WOODHOUSE PLACE.

WHEREAS, LB Southwest, LLC has applied for a Conditional Use Permit for to allow for an automobile dealership on Lots 1 and 2, Woodhouse Place, located southwest of 144th Street and Giles Road; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for LB Southwest, LLC, to allow for an automobile dealership on Lots 1 and 2, Woodhouse Place.

PASSED AND APPROVED THIS 4TH DAY OF APRIL, 2017.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSPP-17-0001
PSFP-17-0001
PPUD-17-0001
PCUP-17-0001

For Hearing of: April 4, 2017
Report Prepared on: March 29, 2017

I. GENERAL INFORMATION

A. APPLICANT:

LB Southwest, LLC
6603 "L" Street
Omaha, NE 68117

B. PROPERTY OWNER:

LB Southwest, LLC
6603 "L" Street
Omaha, NE 68117

C. LOCATION: Southwest of the intersection of Giles Road and 144th Street (Highway 50).

D. LEGAL DESCRIPTION: Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11

E. REQUESTED ACTION(S):

1. Waiver of Section 4.24 of the Subdivision Regulations regarding minimum centerline radius of a local street, from 200 feet to 150 feet.
2. Revised Preliminary Plat for Woodhouse Place
3. Final Plat for Woodhouse Place
4. Subdivision Agreement
5. Planned Unit Development (PUD) Site Plan for Woodhouse Place
6. Conditional Use Permit for Woodhouse Place

F. EXISTING ZONING AND LAND USE:

C-3 Highway Commercial / Office Park District with a Gateway Corridor Overlay (Overlay District) and a PUD Planned Unit Development District (Overlay District); Vacant

G. PURPOSE OF REQUEST: Revised Preliminary Plat, Final Plat, PUD, and CUP to divide the lot described as "Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11" into two lots with associated right-of-way to allow for the development of an automobile dealership.

H. SIZE OF SITE: 30.67 Acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The property is currently vacant. The land has a downward slope towards the north.
- B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:**
 - 1. North:** C-1 Shopping Center Commercial District with a Gateway Corridor Overlay (Overlay District); Vacant
 - 2. East:** The Meadows Subdivision; R-1 Single Family Residential; Single Family Houses
 - 3. South:** Lakeview South II; I-1 Light Industrial with a Gateway Corridor Overlay (Overlay District); Various Light Industrial uses.
 - 4. West:** Chalco Hills Recreation Area; AG Agricultural (Sarpy County); Dam site
- C. RELEVANT CASE HISTORY:**
 - 1. City Council approved of an amendment to the Future Land Use Map, a Rezoning, and a Preliminary Plat on October 18, 2016, for this project.
- D. APPLICABLE REGULATIONS:**
 - 1. Section 4.24 of the Subdivision Regulations – Minimum Street Standards
 - 2. Section 8.01 of the Subdivision Regulations – Granting of Waivers (Exceptions) and Conditions
 - 3. Section 3.03 of the Subdivision Regulations – Preliminary Plat Specifications
 - 4. Section 3.05 of the Subdivision Regulations – Final Plat Specifications
 - 5. Section 7.04 of the Subdivision Regulations – Subdivision Agreement
 - 6. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District
 - 7. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District)
 - 8. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
 - 9. Article 6 of the Zoning Regulations – Conditional Use Permits

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan currently designates subject property as Commercial.
- B. OTHER PLANS:** Not applicable.
- C. TRAFFIC AND ACCESS:**
 - 1. The Nebraska Department of Roads has reviewed and approved of the traffic study for this project.

2. Sarpy County Public Works has reviewed the Traffic Impact Analysis dated January, 3, 2017 and has stated that they do not have any further comments. SCPW assumes the development is 100% responsible for the improvements, and an encroachment agreement will be reached with Sarpy County as far as reviewing, approving plans and a performance guarantee for the proposed improvements within County Road Right-of-Way will be required.
3. The City Engineer has reviewed and approved of the traffic study for this project.
4. The applicant has requested a waiver of Section 4.24 of the Subdivision Regulations to allow a street centerline radius reduction from 200 feet to 150 feet. Staff does not object to this request.
5. The proposed documents designate an access point to Giles Road near the northwest corner of the property. Although access control standards for arterial roads limit the closest full access point to $\frac{1}{4}$ mile from the intersection of Highway 50 and Giles Road, the constraints of federal land ownership of the Chalco Hills recreation area and utility issues have caused the full access intersection to be located closer than the $\frac{1}{4}$ mile standard.

This preliminary plat also proposes a connection to 145th Street in the southeast corner of the property.

D. UTILITIES:

1. The property has access to water, gas, power and communication utilities. At the time of development a sewer connection to the Sarpy County Industrial Sewer system to the north of the property will need to be constructed and a connection agreement entered into that provides for this connection. The property will be required to utilize the MUD water system for service.

IV. REVIEW COMMENTS:

1. The applicant, LB Southwest LLC, has submitted a request for a revised preliminary plat, final plat, PUD, and Conditional Use Permit (CUP) to allow for the development of an automotive dealership. The dealership site will contain sales lots and support facilities for four automotive brands.

The preliminary plat has been revised to adjust for a determination by the U.S. Army Corps of Engineers that a jurisdictional waterway exists on the property. Development activities are restricted by this determination, forcing changes to the overall site plan.

2. The applicant has submitted information showing the extent of jurisdictional waterways and wetlands on the property. No permits

for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.

3. The City Engineer has reviewed and approved the revised drainage study for this project.
4. Sarpy County arranged for a meeting with the developer and the Engineer of Record on February 9, 2017 to discuss the request for reimbursements as far as the sanitary sewer connection to the Sarpy County outfall. It will be assumed the developer will pay for 100% of the costs of construction, potential easements, and any other requirements for construction and/or maintenance of the outfall up and until terms of an agreement can be reached. The applicant will need to work with Sarpy County to ensure these issues have been resolved prior to building permit issuance.
5. Financial guarantees for the proposed public improvements will be required in accordance with Section 7.02 of the Subdivision Regulations.
6. Regarding Article 5.15.04.06 of the Zoning Ordinance, information on proposed site lighting is necessary, particularly concerning Lot 2 which abuts Hwy.50 and is closest to existing residential properties to the east. The applicant has provided a photometric plan as part of the application package that depicts no measurable impact upon adjoining residential properties.
7. Regarding Article 5.15.05.07 of the Zoning Ordinance, a design guideline for Woodhouse Place has been drafted and will be forwarded after the conclusion of the Design Review Architect's finalization of edits. This guideline will be adopted for the development through the PUD Ordinance and will guide the final design review of the buildings after approval of the plat, PUD and CUP.
8. The applicant and the City Attorney are finalizing details on a Subdivision Agreement. The latest version of the agreement is attached to this report.

V. STAFF RECOMMENDATION – Waiver of Section 4.24 of the Subdivision Regulations:

Staff recommends approval of the request for waiver of Section 4.24 of the Subdivision Regulations regarding minimum centerline radius of a local street from 200 feet to 150 feet.

VI. PLANNING COMMISSION RECOMMENDATION – Waiver of Section 4.24 of the Subdivision Regulations:

At their regular meeting on February 16, 2017 the Planning Commission, through a vote of seven in favor and one against, recommended approval

of the request for waiver of Section 4.24 of the Subdivision Regulations regarding minimum centerline radius of a local street from 200 feet to 150 feet.

VII. STAFF RECOMMENDATION – Revised Preliminary Plat:

Staff recommends approval of the revised preliminary plat, contingent on the approval of the waiver of Section 4.24 of the Subdivision Regulations as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

VIII. PLANNING COMMISSION RECOMMENDATION – Revised Preliminary Plat:

At their regular meeting on February 16, 2017 the Planning Commission, through a vote of seven in favor and one against, recommended approval of the revised preliminary plat, contingent on the approval of the waiver of Section 4.24 of the Subdivision Regulations and the resolution of traffic, sewerage, and drainage study issues prior to City Council review, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

IX. STAFF RECOMMENDATION – Final Plat:

Staff recommends approval of the final plat, contingent on the approval of the revised Preliminary Plat, as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

X. PLANNING COMMISSION RECOMMENDATION – Final Plat:

At their regular meeting on February 16, 2017 the Planning Commission, through a vote of seven in favor and one against, recommended approval of the final plat, contingent on the approval of the revised Preliminary Plat and the finalization of a Subdivision Agreement prior to recording as the request is consistent with the Subdivision Regulations and the Comprehensive Plan.

XI. STAFF RECOMMENDATION – PUD Site Plan:

Staff recommends approval of the PUD Site Plan, contingent on the approval of the revised Preliminary Plat and Final Plat, as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

XII. PLANNING COMMISSION RECOMMENDATION – PUD Site Plan:

The Planning Commission held a public hearing on February 16, 2017 and, through a vote of seven in favor and one against, recommended approval of the PUD Site Plan, contingent on the approval of the revised Preliminary Plat and Final Plat, as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

XIII. STAFF RECOMMENDATION – Conditional Use Permit:

Staff recommends approval of the Conditional Use Permit, contingent on the approval of the revised Preliminary Plat, Final Plat, and PUD Site Plan, as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

XIV. PLANNING COMMISSION RECOMMENDATION – Conditional Use Permit:

The Planning Commission held a public hearing on February 16, 2017 and, through a vote of seven in favor and one against, recommended approval of the Conditional Use Permit, contingent on the approval of the revised Preliminary Plat, Final Plat, and PUD Site Plan, as the request is consistent with the Zoning Regulations and the Comprehensive Plan.

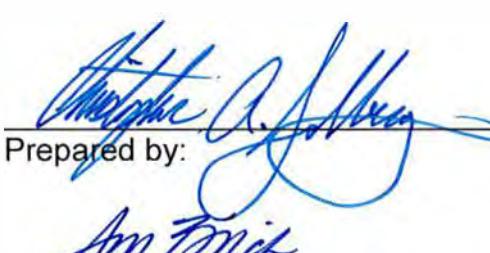
XV. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Staff Review Letter
3. Applicant Response Letter
4. Revised Preliminary Plat Map Set
5. Final Plat
6. Subdivision Agreement
7. PUD Ordinance and Design Guidelines
8. PUD Site Plan Map Set
9. Conditional Use Permit

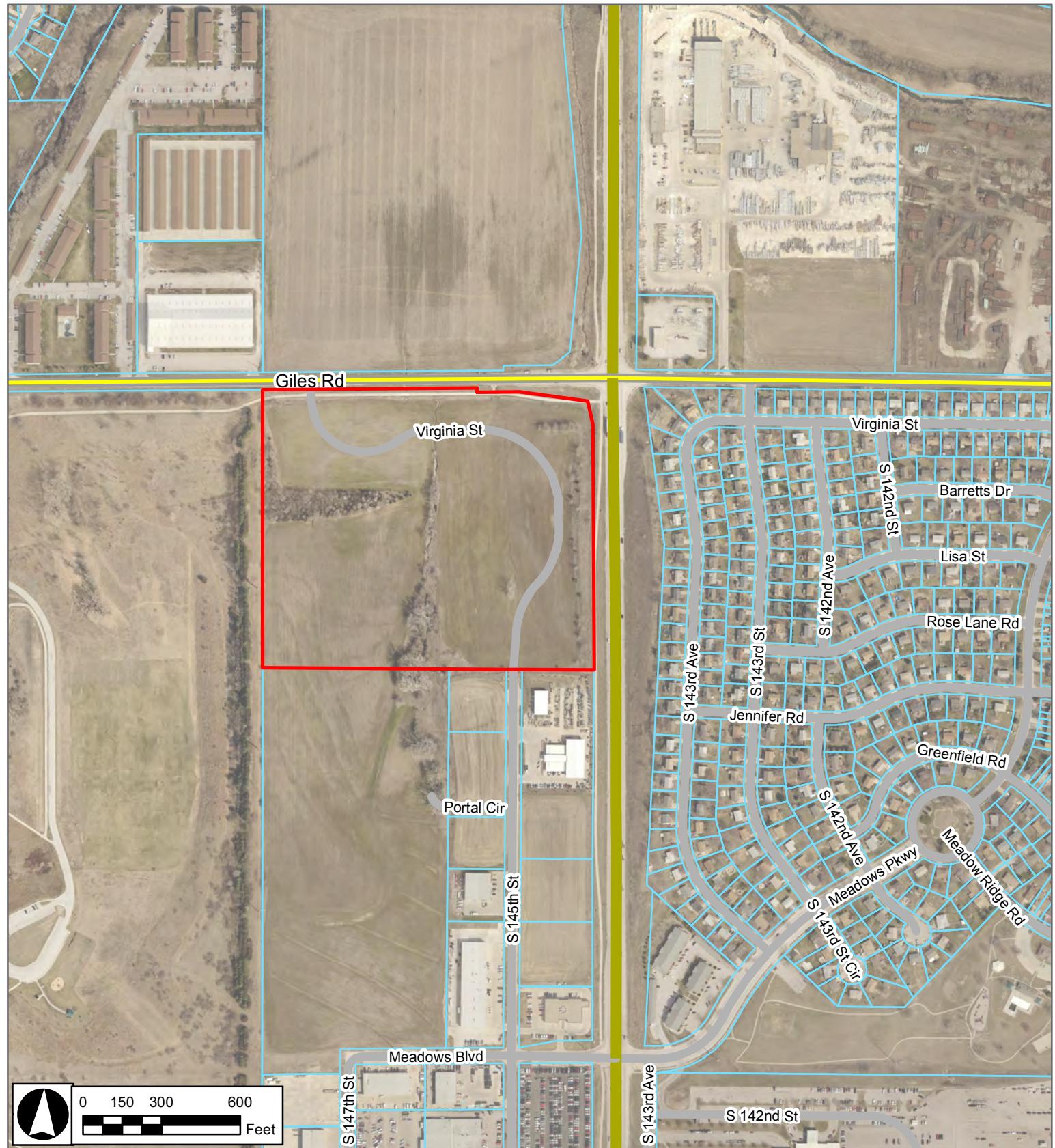
XVI. COPIES OF REPORT SENT TO:

1. Paul Cech, LB Southwest, LLC
2. Scott Loos, Lamp, Rynearson & Associates, Inc.
3. Public Upon Request

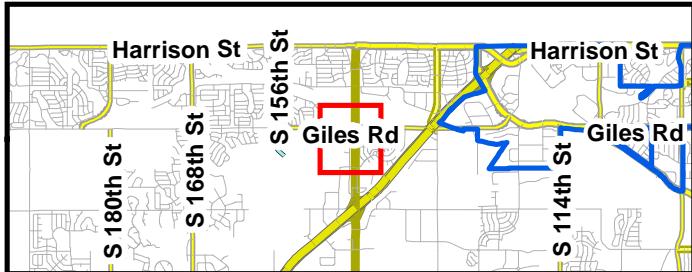
Prepared by:


Amy Tonick
Community Development Director

Date 3/30/2017



Project Vicinity Map



Woodhouse Place

2-7-2017

JMC





January 19, 2017

Mike McIntosh, P.E.
Lamp Rynearson
14710 West Dodge Road, Suite 100
Omaha, NE 68154

RE: Revised Preliminary Plat and Final Plat – Initial Review
Woodhouse Place

Mr. McIntosh,

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

Preliminary Plat

1. The traffic study along with a copy of the revised preliminary plat and final plat will be sent to the Nebraska Department of Roads for approval prior to City Council action on these requests.
2. Sarpy County Public Works has stated that they have no additional comments in regards to the Traffic Impact Analysis dated January, 3, 2017. All minor questions posed by Sarpy County Public Works to the Engineer of Record were answered, and no written clarification was needed. Sarpy County Public Works will forward on to the City of La Vista any future comments, if posed, as soon as possible. Sarpy County Public Works assumes the development is 100% responsible for the improvements, and an encroachment agreement will be reached with Sarpy County as far as reviewing, approving plans and a performance guarantee for the proposed improvements within County Road Right-of-Way will be required.
3. Staff does not object to the request for a waiver of Section 4.24 of the Subdivision Regulations to allow a street centerline radius reduction from 200 feet to 150 feet.
4. The applicant has submitted information showing the extent of jurisdictional waterways and wetlands on the property. No permits for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.

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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.
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f: 402-331-4375

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

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5. The City Engineer has provided a number of comments on the Drainage Study dated January 3, 2017 which include the following:
 - a. The drainage study needs to address no increase in peak runoffs for 2-year frequency storm events per the Papillion Creek Watershed Partnership policies. This includes drainage areas for proposed public streets.
 - b. The study needs to identify the Giles Road culvert capacity limitations. The drainage map and capacity calculations to these existing culverts need to be obtained from Sarpy County Public Works and included in the study as an appendix.
 - c. Provisions for $\frac{1}{2}$ inch water quality treatment from public street pavement will need to be addressed. This might include a diversion of low flows from the public storm sewers into the water quality basins or some other solution.
 - d. Provide runoff calculations and sizing calculations for the proposed 42-inch culvert under 145th Street that includes the off-site drainage area from the south that drains into this culvert. The flows will need to be within the capacity limitations of the existing Giles Road culverts. If the intent is to rely on off-site detention to the south in the Heimes development, then there will be a need to demonstrate this coordination.
 - e. It is recommended to consider the connection of the proposed storm sewer in 145th Street to the existing storm sewer in 145th Street. This could reduce culvert size issues in the drainage ditch through the center of the site. A coordination meeting with Thompson, Dreessen and Dorner (TD2) (consultants for Heimes) is recommended to explore this option.
 - f. In the first table under the Water Quality Treatment section the basins to Pond A should be A1 through A5 unless an alternative method is proposed.
 - g. Water quality treatment for area B1 needs to be provided.
 - h. In the second table under the Water Quality Treatment section the Pond A outlet flow for 2-year storms is too high and must be less than the pre-development conditions.
 - i. In Section C-Hydraflow Analysis it indicates no net increase for each storm event which does not seem to be the case from the calculations presented. Clarify as required.
 - j. The drainage study needs to be signed and sealed.
6. Sarpy County Public Works requests the Engineer of Record review the Drainage Study for the Giles Road improvement project as made available by FHU on January 17, 2017 to ensure site runoff will not adversely impact the roadway and drainage appurtenances of the recently completed Giles Road, project from 156th Street to 144th Street. Any modification to the drainage system and/or roadway will need to be approved by Sarpy County Public Works, paid for 100% by the development, and may be subject to a performance guarantee.

Final Plat

7. The purpose of the existing 50 ft. wide easement, #2015-06463, needs to be identified for determination as to any conflicts.
8. The Surveyor's Certificate needs to be revised to include the language from the first sentence in Section 10.02 of the Subdivision Regulations.
9. Cost estimates for proposed public improvements were provided. The data is not itemized per Section 3.05.24 of the Subdivision Regulations; however, since private funding is proposed for all costs, the lack of detail is acceptable. There are some questions about the cost estimates as follow:
 - a. Identify if the reimbursable costs for sanitary sewer are expected to come from any public source. If so, an agreement for such participation will need to be developed at the same time as the subdivision agreement.
 - b. Does the sanitary sewer cost estimate include removal of the existing sanitary sewer lift station at the north end of existing 145th Street?
 - c. The watershed management fee needs to be revised to \$4,609 per acre which is the current PCWP fee that took effect July 1, 2016. The fee will increase each July 1 through 2019 and is collected at the time of building permit. After the 2019, the fee is yet to be determined.
 - d. Sanitary sewer connection fees need to be shown. Tract sewer connection fees will be collected on this property and remitted to Sarpy County. This will include \$5,500 per acre at the time of platting which will be remitted entirely to Sarpy County. Then, at building permit time, the tract connection fee of \$6,690 per acre (current rate) will be collected from which \$5,500 will be sent to Sarpy County and the remainder will be retained by the City. The fee that is collected at the time of building permit is subject to change each January 1.
 - e. Is the off-site water cost estimate based on information provided by MUD?
10. There is a note on the final plat stating that "All proposed storm sewer and drainage and sanitary sewer easements are to City of La Vista via separate recorded instrument unless noted otherwise." The language of such separate instruments needs to be submitted for review prior to execution. The language will need to be clear that the City will not be maintaining such facilities until such time as the property containing the easements is annexed.

11. Sarpy County has recently requested a meeting with the developer and the Engineer of Record to discuss the request for reimbursements as far as the sanitary sewer connection to the Sarpy County outfall. It will be assumed the developer will pay for 100% of the costs of construction, potential easements, and any other requirements for construction and/or maintenance of the outfall up and until terms of an agreement can be reached. Please work with Sarpy County to ensure these issues have been resolved prior to City Council review.
12. Financial guarantees for the proposed public improvements will be required in accordance with Section 7.02 of the Subdivision Regulations.

A draft subdivision agreement is not required for Planning Commission consideration, but a draft agreement is needed before City Council consideration. It is understood that the applicant does not intend to use a SID for financing the project. The draft subdivision agreement will have to identify who is going to maintain the proposed public improvements until such time as this area is annexed into the City.

In order for the Preliminary Plat and Rezoning to be considered for review at the February 16, 2017 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by January 25, 2017 to ensure that the application stays on track for the review by Planning Commission.

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 that reads "Christopher Solberg".

Christopher Solberg, AICP
City Planner

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



January 19, 2017

Mike McIntosh, P.E.
Lamp Rynearson
14710 West Dodge Road, Suite 100
Omaha, NE 68154

RE: Revised Planned Unit Development (PUD) Site Plan and Conditional Use Permit (CUP) – Initial Review
Woodhouse Place

Mr. McIntosh,

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

Planned Unit Development

1. In regards to Article 5.15.04.01 the applicant needs to submit a proposed schedule of construction.
2. The PUD Site Plan lists the zoning as C-3. However the zoning is C-3 with a Gateway Corridor District overlay.
3. In five locations, the PUD Site Plan notes "approximate sign locations". However, the approximate locations appear to be somewhere within the minimum setbacks for monument signs. Clarity on the proposed setback of the signage of the monument signs needs to be added to the site plan.
4. The northernmost note for the approximate sign location has been discussed to be a "Center Identification Sign", the site plan needs to be noted as such. Also, there should be enough room for this sign to meet required setbacks.
5. The remaining four sign locations are believed to be a single-tenant "Monument Sign" design. Please note the site plan with this designation. Each sign should be tied back to their corresponding building through a notation on the site plan.
6. Article 5.15.04.02 requires easements and financial guarantees for public improvements to be addressed. The final plat and subdivision agreement process will address such items, so approval of the PUD will be contingent on

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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
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f: 402-331-4375

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

Recreation
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completion of the plat and subdivision agreement process.

7. In regards to the considerations of Article 5.15.04.06 information on proposed site lighting is needed, particularly concerning Lot 2 which abuts Hwy.50 and is closest to existing residential properties to the east.
8. Also related to Article 5.15.04.06, it appears that paint-striped islands are proposed within the interior of the large parking lots. These islands need to be landscaped.
9. The labeling of the "Planting Bed, Typ" area call-outs should match that of the "Landscape Planting Areas" key title. Planting beds should continue along the retaining wall along the northern portion of the parking lot (Giles facing) on Lot 2 to soften the look of the retaining wall.
10. The landscaping plan needs a note added about irrigation as per Article 5.17.05.03.
11. The landscaping plan has been provided to the City's Design Review Architect for review. Additional comments, if necessary, will be provided upon completion of his review.
12. In regards to Article 5.15.04.09, there needs to be included a statement that there will be no buildings on Lot 2.
13. Relative to Article 5.15.04.12 please address the ownership and maintenance of Lot 2. It should be the same as the ownership and maintenance of Lot 1.
14. Identify by notation on the PUD Site Plan that sidewalks are proposed to be constructed along 145th Street.
15. In regards to Article 5.15.05.02(4), consideration should be given to sidewalks that connect the buildings to the proposed public sidewalks and the hiking/biking trail.
16. A vicinity map needs to be added to the PUD Site Plan to meet the requirements of Article 5.15.05.06
17. In regards to Article 5.15.05.07, a design guideline for Woodhouse Place has been drafted and will be forwarded after the conclusion of the Design Review Architect's finalization of edits. This guideline will be adopted for the development through the PUD Ordinance and will guide the final design review of the buildings after approval of the plat, PUD and CUP.

Conditional Use Permit

18. In reference to Article 6.05.04, please review the comments regarding the drainage study provided in the review letter (of the same date) regarding the revised preliminary and final plat submittal.
19. The considerations of Article 6.05.05 will be satisfactorily addressed if the traffic impact study is approved by the NDOR and Sarpy County Public Works since they control the abutting public roadways.
20. The CUP Site Plan and Landscaping Plan set should be adjusted to according to comments 2-5 and 7-11 above.
21. Article 6.05.09 considers the impact of glare on adjacent roadways or properties. Information needs to be submitted to address this consideration.

A sample CUP has been provided to the representing attorney for the development, Larry Jobeun of Fullenkamp, Doyle & Jobeun. A draft of this document needs to be provided at the time of resubmittal, preferably in MS Word to allow for ease of comment and editing.

Additionally, a draft PUD Ordinance will be provided in the near future to Mr. Jobeun's office for review. This ordinance will include the draft design guideline for the development as noted in #10 above.

In order for the PUD and CUP to be considered for review at the February 16, 2017 Planning Commission meeting, revised plat documents will need to be provided for further review. Please submit 4 full size copies (along with electronic copies) of the revised documents by January 25, 2017 to ensure that the application stays on track for the review by Planning Commission.

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

Thank you,



Christopher Solberg, AICP
City Planner

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



LAMP RYNEARSON

January 25, 2017

Mr. Christopher Solberg
Public Works
9900 Portal Road
LaVista, NE 68128

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Omaha, Nebraska 68154
[P] 402.496.2498
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www.LRA-inc.com

REFERENCE: Woodhouse Place
Revised PUD Site Plan and Conditional Use Permit
Revised Preliminary Plat and Final Plat
LRA Job No. 0116050.01-003

The following are our responses to your comment letters dated January 19, 2017.

1. **Comment:** The traffic study along with a copy of the revised preliminary plat and final plat will be sent to the Nebraska Department of Roads for approval prior to City Council action on these requests.

Response: Noted.

2. **Comment:** Sarpy County Public Works has stated that they have no additional comments in regards to the Traffic Impact Analysis dated January, 3, 2017. All minor questions posed by Sarpy County Public Works to the Engineer of Record were answered, and no written clarification was needed. Sarpy County Public Works will forward on to the City of La Vista any future comments, if posed, as soon as possible. Sarpy County Public Works assumes the development is 100% responsible for the improvements, and an encroachment agreement will be reached with Sarpy County as far as reviewing, approving plans and a performance guarantee for the proposed improvements within County Road Right-of-Way will be required.

Response: Noted.

3. **Comment:** Staff does not object to the request for a waiver of Section 4.24 of the Subdivision Regulations to allow a street centerline radius reduction from 200 feet to 150 feet.

Response: Noted.

4. **Comment:** The applicant has submitted information showing the extent of jurisdictional waterways and wetlands on the property. No permits for public improvements or grading permits impacting such jurisdictional areas will be granted until the necessary permitting is completed with the U.S. Army Corps of Engineers.

Response: Noted. The owner will likely request grading permits for areas outside the jurisdictional waterway and would like to obtain approval to grade in these areas while the USACE permit is under review.

5. The City Engineer has provided a number of comments on the Drainage Study dated January 3, 2017 which include the following:

- a. **Comment:** The drainage study needs to address no increase in peak runoffs for 2-year frequency storm events per the Papillion Creek Watershed Partnership policies. This includes drainage areas for proposed public streets.

LAMP RYNEARSON COMPANIES



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Response: The drainage study has been revised to illustrate the restriction of peak flow during the 2-year frequency storm. Although runoff routed to public streets bypasses the water quality ponds, the ponds were oversized to provide excess storage which allows for the overall flow offsite to be restricted to a point below the historical peak flow.

b. **Comment:** The study needs to identify the Giles Road culvert capacity limitations. The drainage map and capacity calculations to these existing culverts need to be obtained from Sarpy County Public Works and included in the study as an appendix.

Response: The revised drainage study includes several pages from the Giles Road improvements drainage study that indicate that the Woodhouse Place project is restricting peak flows below the existing culvert capacity.

c. **Comment:** Provisions for $\frac{1}{2}$ -inch water quality treatment from public street pavement will need to be addressed. This might include a diversion of low flows from the public storm sewers into the water quality basins or some other solution.

Response: Based on discussion with the City Engineer John Kottmann the $\frac{1}{2}$ -inch water quality treatment from public right-of-way may bypass the water quality ponds, if the ponds are shown to treat additional volume equal to the required right-of-way volume. As discussed, this is similar to how other jurisdictions handle the water quality for public right-of-way. The water quality ponds have been oversized to provide sufficient water quality treatment volumes for the entire disturbed area. This includes drainage areas that bypass the ponds.

d. **Comment:** Provide runoff calculations and sizing calculations for the proposed 42- inch culvert under 145th Street that includes the off-site drainage area from the south that drains into this culvert. The flows will need to be within the capacity limitations of the existing Giles Road culverts. If the intent is to rely on off-site detention to the south in the Heimes development, then there will be a need to demonstrate this coordination.

Response: Runoff and sizing calculations for the culvert under 145th Street are included in the revised drainage study. The Woodhouse Place project will not rely on any offsite detention from the properties situated to the south, aside from what is ordinarily required. The Woodhouse Place project will limit the peak discharge during the 50-year frequency storm, so that when this flow is combined with flows offsite, it is below the capacity of the existing culvert under Giles Road. During design, we will coordinate with the owner of the adjacent properties to discuss the potential for detention to reduce the internal culvert sizes.

e. **Comment:** It is recommended to consider the connection of the proposed storm sewer in 145th Street to the existing storm sewer in 145th Street. This could reduce culvert size issues in the drainage ditch through the center of the site. A coordination meeting with Thompson, Dreessen and Dorner (TD2) (consultants for Heimes) is recommended to explore this option.

Response: This option was presented to the United States Army Corps of Engineers (USACE) on November 30, 2016. The USACE determined that diverting this flow into 145th Street storm sewer would be a full impact to the jurisdictional waterway, and that they would likely be unsupportive of this option. During final design, LRA will coordinate with the adjacent property owners to discuss potential options for detention and low flow diversions to the waterway.

f. **Comment:** In the first table under the Water Quality Treatment section the basins to Pond A should be A1 through A5 unless an alternative method is proposed.

Response: Agreed. The table has been modified to identify the drainage areas correctly.

g. **Comment:** Water quality treatment for area B1 needs to be provided.

Response: The water quality ponds have been oversized to provide sufficient water quality treatment volumes for the entire disturbed area. This includes drainage areas that bypass the ponds.

h. **Comment:** In the second table under the Water Quality Treatment section the Pond A outlet flow for 2-year storms is too high and must be less than the pre- development conditions.

Response: The drainage study has been revised to illustrate the restriction of peak flow during the 2-year frequency storm.

i. **Comment:** In Section C-Hydraflow Analysis it indicates no net increase for each storm event which does not seem to be the case from the calculations presented. Clarify as required.

Response: Agreed. The drainage study has been revised to clarify that there is a no-net increase for the 2-year storm.

j. **Comment:** The drainage study needs to be signed and sealed.

Response: Based on our telephone discussion with the City Engineer John Kottmann we have reviewed the State of Nebraska requirements for sealing preliminary documents. Based on Section 6.1.7 of the E&A regulation act quoted below, we do not believe the preliminary drainage study needs to be signed and sealed.

6.1.7. Documents clearly marked as "Draft" prepared for preliminary submission and review do not require the professional's seal, signature, and date, including documents prepared for a client or governmental agency, unless otherwise required by that entity.

6. **Comment:** Sarpy County Public Works requests the Engineer of Record review the Drainage Study for the Giles Road improvement project as made available by FHU on January 17, 2017 to ensure site runoff will not adversely impact the roadway and drainage appurtenances of the recently completed Giles Road, project from 156th Street to 144th Street. Any modification to the drainage system and/or roadway will need to be approved by Sarpy County Public Works, paid for 100% by the development, and may be subject to a performance guarantee.

Response: LRA reviewed the drainage study provided by FHU and modified the drainage report to show no adverse impact to the roadway and drainage appurtenances.

Final Plat

7. **Comment:** The purpose of the existing 50 ft. wide easement, #2015-06463, needs to be identified for determination as to any conflicts.

Response: The existing 50-foot wide easement was put in place by the owner of adjacent property to the south to provide an easement for sanitary and water service lines. We have been working closely with the owner of the adjacent property regarding this easement. The owner has executed an agreement with the easement holder that will allow the easement to be released upon final construction of public water and sanitary service lines to the south edge of the property in the 145th Street right-of-way. We will forward the executed agreement to the City.

8. **Comment:** The Surveyor's Certificate needs to be revised to include the language from the first

sentence in Section 10.02 of the Subdivision Regulations.

Response: The surveyor's certificate language has been updated to match Section 10.02.

9. Cost estimates for proposed public improvements were provided. The data is not itemized per Section 3.05.24 of the Subdivision Regulations; however, since private funding is proposed for all costs, the lack of detail is acceptable. There are some questions about the cost estimates as follow:

a. **Comment:** Identify if the reimbursable costs for sanitary sewer are expected to come from any public source. If so, an agreement for such participation will need to be developed at the same time as the subdivision agreement.

Response: We are working on setting up a meeting with Sarpy County to discuss reimbursable costs and a potential agreement for the sanitary sewer outfall.

b. **Comment:** Does the sanitary sewer cost estimate include removal of the existing sanitary sewer lift station at the north end of existing 14Sth Street?

Response: The costs estimate does not currently include removal of the existing sanitary sewer lift station.

c. **Comment:** The watershed management fee needs to be revised to \$4,609 per acre which is the current PCWP fee that took effect July 1, 2016. The fee will increase each July 1 through 2019 and is collected at the time of building permit. After the 2019, the fee is yet to be determined.

Response: The watershed management fees have been revised to \$4,609 per acre.

d. **Comment:** Sanitary sewer connection fees need to be shown. Tract sewer connection fees will be collected on this property and remitted to Sarpy County. This will include \$5,500 per acre at the time of platting which will be remitted entirely to Sarpy County. Then, at building permit time, the tract connection fee of \$6,690 per acre (current rate) will be collected from which \$5,500 will be sent to Sarpy County and the remainder will be retained by the City. The fee that is collected at the time of building permit is subject to change each January 1.

Response: Sanitary sewer connection fees have been shown on the revised cost estimate. We are working to set up a meeting with Sarpy County to negotiate potential reimbursable amounts.

e. **Comment:** Is the off-site water cost estimate based on information provided by MUD?

Response: Yes, the water costs estimates were provided by MUD.

10. **Comment:** There is a note on the final plat stating that "All proposed storm sewer and drainage and sanitary sewer easements are to City of La Vista via separate recorded instrument unless noted otherwise." The language of such separate instruments needs to be submitted for review prior to execution. The language will need to be clear that the City will not be maintaining such facilities until such time as the property containing the easements is annexed.

Response: Noted.

11. **Comment:** Sarpy County has recently requested a meeting with the developer and the Engineer of Record to discuss the request for reimbursements as far as the sanitary sewer connection to the Sarpy County outfall. It will be assumed the developer will pay for 100% of the costs of construction, potential easements, and any other requirements for construction and/or maintenance of the outfall up and until

terms of an agreement can be reached. Please work with Sarpy County to ensure these issues have been resolved prior to City Council review.

Response: Agreed, the developer will pay for 100% of the costs; however, we are requesting meetings with the County to discuss terms of a potential agreement to receive reimbursable costs on the sanitary sewer construction.

12. **Comment:** Financial guarantees for the proposed public improvements will be required in accordance with Section 7.02 of the Subdivision Regulations.

Response: Noted.

Planned Unit Development

1. **Comment:** In regards to Article 5.15.04.01 the applicant needs to submit a proposed schedule of construction.

Response: A proposed schedule of construction is included with this resubmittal.

2. **Comment:** The PUD Site Plan lists the zoning as C-3. However, the zoning is C-3 with a Gateway Corridor District overlay.

Response: The PUD site plan has been updated to show correct zoning.

3. **Comment:** In five locations, the PUD Site Plan notes "approximate sign locations". However, the approximate locations appear to be somewhere within the minimum setbacks for monument signs. Clarity on the proposed setback of the signage of the monument signs needs to be added to the site plan.

Response: Proposed signage setbacks have been added to the PUD site plan.

4. **Comment:** The northernmost note for the approximate sign location has been discussed to be a "Center Identification Sign", the site plan needs to be noted as such. Also, there should be enough room for this sign to meet required setbacks.

Response: Sign noted as center identification sign on the site plan. Proposed signage setbacks have been added to the PUD site plan.

5. **Comment:** The remaining four sign locations are believed to be a single-tenant "Monument Sign" design. Please note the site plan with this designation. Each sign should be tied back to their corresponding building through a notation on the site plan.

Response: Monument sign has been designated on their site plan and tied back to corresponding buildings.

6. **Comment:** Article 5.15.04.02 requires easements and financial guarantees for public improvements to be addressed. The final plat and subdivision agreement process will address such completion of the plat and subdivision agreement process.

Response: Noted.

7. **Comment:** In regards to the considerations of Article 5.15.04.06 information on proposed site lighting is needed, particularly concerning Lot 2 which abuts Hwy.50 and is closest to existing residential

properties to the east.

Response: Included with this submittal are cutsheets of the fixtures we will be proposing to utilize at the Woodhouse campus. The site lighting fixture is an LED fixture with full cutoff photometrics. The fixture will be installed on a 25-foot pole and spaced approximately 75 feet apart at the inner parking areas and approx. 50 feet apart at the vehicle display areas. All fixtures near the perimeter of the parking areas will be specified with a house side shield in order to mitigate any light trespass and glare near the property lines. For the proposed monument sign reading "Woodhouse Place", we will be proposing ground-mounted flood light fixtures spaced from 10 feet to 15 feet on center to create uniform coverage. These fixtures are intended to be low and non-descript, concealed from view with landscaping. Full photometric calculations will be submitted for review as part of the electrical package of the building construction documents.

8. **Comment:** Also related to Article 5.15.04.06, it appears that paint-striped islands are proposed within the interior of the large parking lots. These islands need to be landscaped.

Response: The islands have been revised to be as landscaped on the site plan. During final design, we would like to review the island layouts with the City and potentially reduce islands or paint some of the internal islands to assist with snow plowing while still meeting the interior landscaping requirements.

9. **Comment:** The labeling of the "Planting Bed, Typ" area call-outs should match that of the "Landscape Planting Areas" key title. Planting beds should continue along the retaining wall along the northern portion of the parking lot (Giles facing) on Lot 2 to soften the look of the retaining wall.

Response: Labeling has been modified to match.

10. **Comment:** The landscaping plan needs a note added about irrigation as per Article 5.17.05.03.

Response: Note has been added.

11. **Comment:** The landscaping plan has been provided to the City's Design Review Architect for review. Additional comments, if necessary, will be provided upon completion of his review.

Response: Noted.

12. **Comment:** In regards to Article 5.15.04.09, there needs to be included a statement that there will be no buildings on Lot 2.

Response: A statement that there will be no buildings on Lot 2 has been added to the site plan.

13. **Comment:** Relative to Article 5.15.04.12 please address the ownership and maintenance of Lot 2. It should be the same as the ownership and maintenance of Lot 1.

Response: A note addressing ownership and maintenance of Lot 2 has been added to the site plan.

14. **Comment:** Identify by notation on the PUD Site Plan that sidewalks are proposed to be constructed along 145" street.

Response: A note has been added to the site plan regarding sidewalks.

15. **Comment:** In regards to Article 5.15.05.02(4), consideration should be given to sidewalks that connect the buildings to the proposed public sidewalks and the hiking/biking trail.

Response: Sidewalk has been added to connect buildings. Although sidewalks connecting the buildings to the public sidewalk along 145th Street are shown on the revised Site Plan, the extent and layout of the sidewalk will likely be modified with the final building footprints and building permit submittals.

16. **Comment:** A vicinity map needs to be added to the PUD Site Plan to meet the requirements of Article 5.15.05.06

Response: A vicinity map has been added to the site plan.

17. **Comment:** In regards to Article 5.15.05.07, a design guideline for Woodhouse Place has been drafted and will be forwarded after the conclusion of the Design Review Architect's finalization of edits. This guideline will be adopted for the development through the PUD Ordinance and will guide the final design review of the buildings after approval of the plat, PUD and CUP.

Response: Noted.

Conditional Use Permit

18. **Comment:** In reference to Article 6.05.04, please review the comments regarding the drainage study provided in the review letter (of the same date) regarding the revised preliminary and final plat submittal.

Response: Drainage study comments were addressed in responses above.

19. **Comment:** The considerations of Article 6.05.05 will be satisfactorily addressed if the traffic impact study is approved by the NDOR and Sarpy County Public Works since they control the abutting public roadways.

Response: Noted.

20. **Comment:** The CUP Site Plan and Landscaping Plan set should be adjusted to according to comments 2-5 and 7-11 above.

Response: CUP site plan and landscaping plan have been adjusted.

21. **Comment:** Article 6.05.09 considers the impact of glare on adjacent roadways or properties. Information needs to be submitted to address this consideration.

Response: The proposed site lighting fixture is an LED fixture with full cutoff photometrics. The fixture will be installed on a 25-foot pole and spaced approximately 75 feet apart at the inner parking areas and approx. 50 feet apart at the vehicle display areas. All fixtures near the perimeter of the parking areas will be specified with a house side shield in order to mitigate any light trespass and glare near the property lines. For the proposed monument sign, we will propose to include ground-mounted flood light fixtures spaced from 10 feet to 15 feet on center to create uniform coverage. These fixtures are intended to be low and non-descript, concealed from view with landscaping. Full photometric calculations will be submitted for review as part of the electrical package of the building construction documents.

Building materials for each of the four buildings will primarily consist of architectural composite metal (ACM), glass, and integral colored masonry. The metal finish for each building shall be 'brushed metallic' or dull to help mitigate any sun reflection or glare. The main facades for each building will face east and will consist of large sections of curtainwall and clear insulated glass w/ low E coating. This glass is intended to be transparent and not reflective, to maximize view of the vehicles on display within

the showroom. Complete building elevations and material samples for each building and monument sign will be submitted for design review.

Documents enclosed are as follows:

1. Revised Preliminary Plat (4 full-size copies and PDF)
2. Revised Final Plat (4 full-size copies and PDF)
3. Revised Exhibits (4 full-size copies and PDF)
 - a. Preliminary Plat Exhibits
 - i. Storm Sewer, Grading, and Erosion Control Plan
 - ii. Drainage Area Map
 - b. Planned Unit Development Exhibits
 - i. PUD Site Plan
 - ii. PUD Landscape Plan
 - iii. PUD Utility Plan
 - c. Conditional Use Permit Exhibits
 - i. CUP Site Plan
 - ii. CUP Landscape Plan
4. Cutsheets of the proposed lighting fixtures (4 copies and PDF)
5. Revised Preliminary Drainage Study (4 copies and PDF)
6. Revised Cost Estimate (4 copies and PDF)
7. Schedule of Construction (4 copies and PDF)

As we discussed on the phone, we will provide a draft version of the CUP agreement in the near future. The draft subdivision agreement will be submitted prior to City Council.

Thank you for your attention to this project. We are requesting that the City place the Woodhouse Place final plat on the agenda for the February 16, 2017 Planning Commission meeting. If you have any questions, please do not hesitate to contact me.

Sincerely,

LAMP RYNEARSON



Michael P. McIntosh, P.E., CFM
Public Practice Lead

c: Ann Birch
John Kottmann



February 7, 2017

Mike McIntosh, P.E.
Lamp Rynearson
14710 West Dodge Road, Suite 100
Omaha, NE 68154

RE: Revised Preliminary Plat and Final Plat – 2nd Review
Woodhouse Place

Mr. McIntosh,

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

Preliminary Plat

1. The traffic study along with a copy of the revised preliminary plat and final plat have been sent to the Nebraska Department of Roads for approval prior to City Council action on these requests.
2. The City Engineer held a meeting with the Engineer of Record for Woodhouse Place and the adjoining Heimes platting, also under review, on February 3, 2017. A revised drainage study, fully addressing the issues in the previous review letter, and related documents need to be submitted and approved prior to City Council review.

Final Plat

3. Sarpy County arranged for a meeting with the developer and the Engineer of Record on February 7, 2017 to discuss the request for reimbursements as far as the sanitary sewer connection to the Sarpy County outfall. It will be assumed the developer will pay for 100% of the costs of construction, potential easements, and any other requirements for construction and/or maintenance of the outfall up and until terms of an agreement can be reached. Please work with Sarpy County to ensure these issues have been resolved prior to City Council review.

A draft subdivision agreement is not required for Planning Commission consideration, but a draft agreement is needed before City Council consideration. It is understood that the applicant does not intend to use a SID for financing the project. The draft

City Hall
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La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
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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

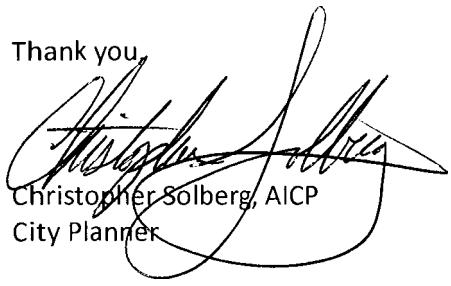
Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

subdivision agreement will have to identify who is going to maintain the proposed public improvements until such time as this area is annexed into the City.

In order for the revised Preliminary Plat and Final Plat to be considered for review at the February 16th Planning Commission meeting, revised documents will need to be provided for the Planning Commission packets. Please submit 14 ledger size (11"x17") copies (along with electronic copies) of the required documents by noon on February 9, 2017 to ensure that the application stays on track for the review by the Planning Commission.

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

Thank you,



Christopher Solberg, AICP
City Planner

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



February 7, 2017

Mike McIntosh, P.E.
Lamp Rynearson
14710 West Dodge Road, Suite 100
Omaha, NE 68154

RE: Revised Planned Unit Development (PUD) Site Plan and Conditional Use Permit
(CUP) – 2nd Review
Woodhouse Place

Mr. McIntosh,

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

Planned Unit Development

1. Article 5.15.04.02 requires easements and financial guarantees for public improvements to be addressed. The final plat and subdivision agreement process will address such items, so approval of the PUD will be contingent on completion of the plat and subdivision agreement process.
2. In regards to the considerations of Article 5.15.04.06 information on proposed site lighting is needed, particularly concerning Lot 2 which abuts Hwy. 50 and is closest to existing residential properties to the east. Fixture cut sheets were provided with the latest submittal. However, a schematic photometric plan needs to be provided for review to ensure that the requirements of Article 5.15.04.06 are met.
3. The landscaping plan has been provided to the City's Design Review Architect for review. Additional comments, if necessary, will be provided upon completion of his review and will need to be addressed prior to City Council approval.
4. In regards to Article 5.15.05.07, a design guideline for Woodhouse Place has been drafted and has been forwarded to the developer's architectural consultant for review. This guideline will be adopted for the development through the PUD Ordinance and will guide the final design review of the buildings after approval of the plat, PUD and CUP.

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f: 402-537-3902

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

Public Buildings & Grounds
8112 Park View Blvd.
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Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
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p: 402-331-3455
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Conditional Use Permit

5. In reference to Article 6.05.04, please review the comments regarding the drainage study provided in the review letter (of the same date) regarding the revised preliminary and final plat submittal.
6. The considerations of Article 6.05.05 will be satisfactorily addressed if the traffic impact study is approved by the NDOR and Sarpy County Public Works since they control the abutting public roadways.
7. Article 6.05.09 considers the impact of glare on adjacent roadways or properties. Fixture cut sheets were provided with the latest submittal. However, a schematic photometric plan needs to be provided for review to ensure that the requirements of Article 6.05.09 are met.

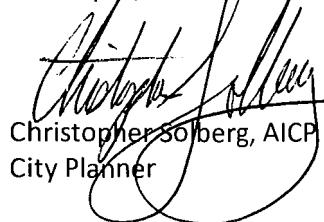
A draft CUP has been received from the representing attorney for the development, Larry Jobeun of Fullenkamp, Doyle & Jobeun. This document is currently under review by the City Attorney's office, a revised draft version of this document that includes the City Attorney's edits will be provided to the Planning Commission.

Additionally, a draft PUD Ordinance has been provided to Fullenkamp, Doyle & Jobeun for review. This ordinance will include the draft design guideline for the development as noted in #4 above.

In order for the PUD and CUP to be considered for review at the February 16th Planning Commission meeting, revised documents will need to be provided for the Planning Commission packets. Please submit 14 ledger size (11"x17") copies (along with electronic copies) of the required documents by noon on February 9, 2017 to ensure that the application stays on track for the review by the Planning Commission.

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

Thank you,

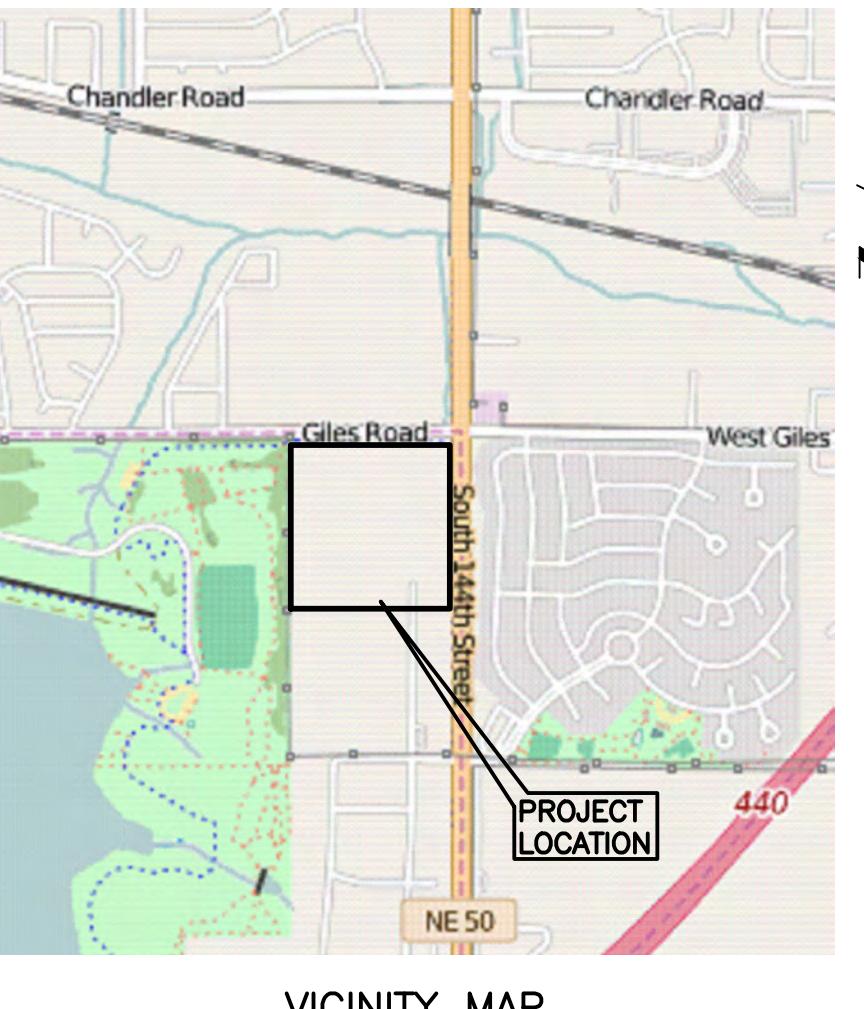
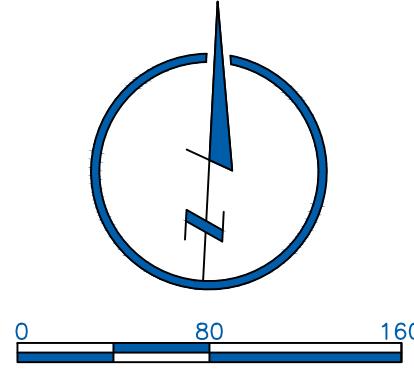
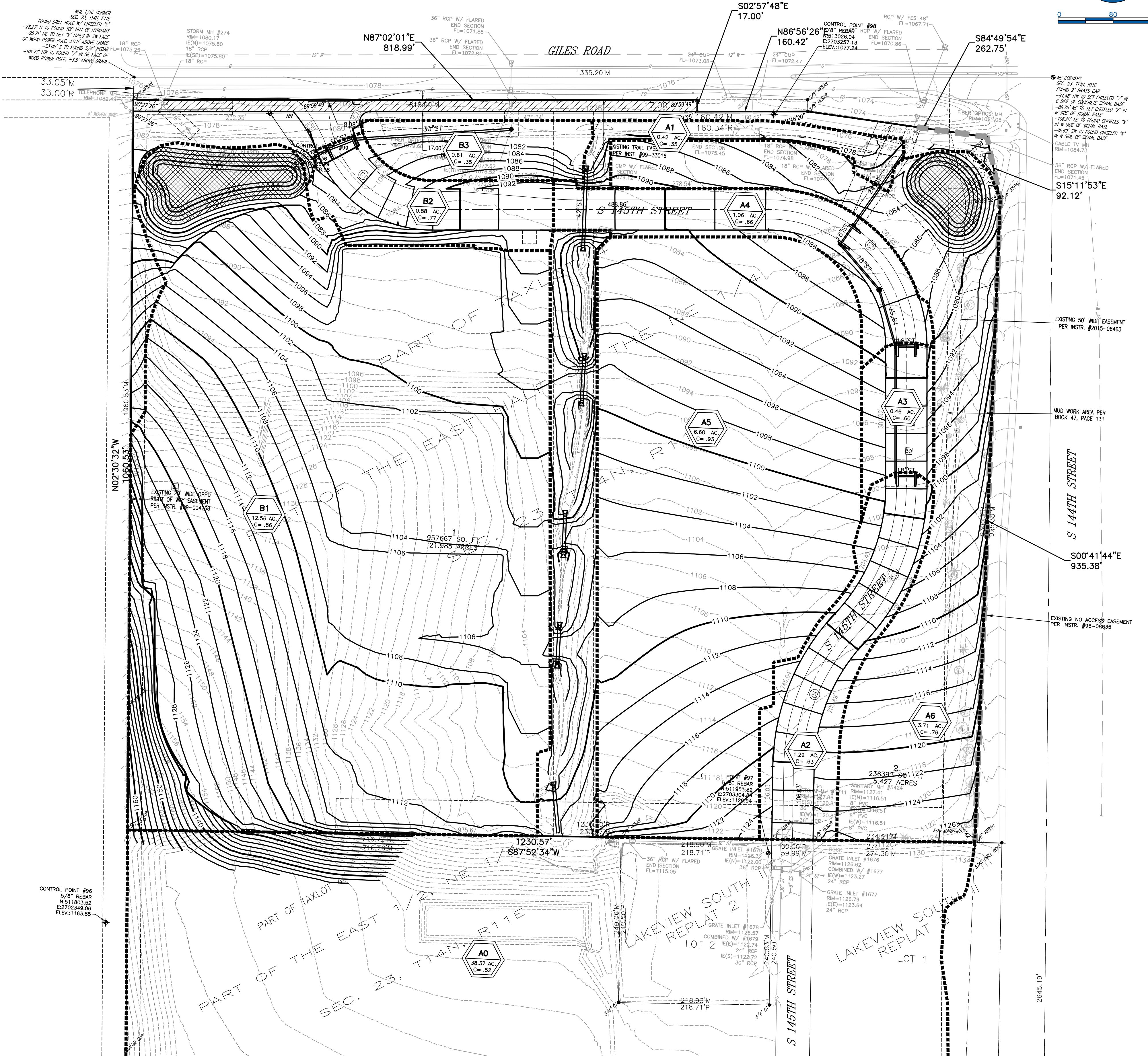


Christopher Solberg, AICP
City Planner

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

WOODHOUSE PLACE

LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



REVISED PRELIMINARY PLAT DRAINAGE MAP/PCSMP

LAMP RYNEARSON
& ASSOCIATES

WOODHOUSE PLACE
SARPY COUNTY, NEBRASKA

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

1 OF 1

DRAWN BY	RUIK
DESIGNED BY	RV
DATE	01-25-2017
JCB NUMBER	01162501-002
BOOK AND PAGE	

LEGEND		
ST	SANITARY SEWER	
SW	STORM SEWER	
W	WATER	
G	GAS	
UP	UNDERGROUND POWER	
OP	OVERHEAD POWER	
T	TELEPHONE	
FO	FIBER OPTIC	
MANHOLE		
ROUND AREA INLET		
GRATE INLET		
FLARED END SECTION		
FIRE HYDRANT		
WATER VALVE		
GAS WARNING SIGN		
POWER POLE AND GUY		
LARGE GALVANIZED POLE		
TRANSFORMER		
POWER RISER		
POWER MANHOLE		
POWER PULL BOX		
TELEPHONE MANHOLE		
TELEPHONE PULL BOX		
TRAFFIC CONTROL PULL BOX		
UNIDENTIFIED PULL BOX		
FIBER OPTICS WARNING SIGN		
TRAFFIC SIGN		
GUARD POST		
INFORMATION SIGN		
WOVEN WIRE FENCE		
DECIDUOUS TREE AND SIZE		
CONIFEROUS TREE AND SIZE		
INVERT ELEVATION		
FLOW LINE		
12°		
12°		
IE		
FL		
●	OT	
○	OPEN TOP PIPE	
—	NO ACCESS EASEMENT	
—	SECTION LINE	
—	SECTION CORNER	
—	LOT LINE	
—	EXISTING LOT LINE	
—	EASEMENT LINE	
—	PROPOSED CONTOUR	
—	PROPOSED CONTOUR (BY OTHERS)	
—	EXISTING CONTOUR	
—	PROPOSED STORM SEWER	
—	PROPOSED MANHOLE	
—	PROPOSED F.E.S.	
—	PROPOSED CURB INLET (BY OTHERS)	
—	PROPOSED SILT BASINS/WATER QUALITY BASIN	
●	DRAINAGE AREA NAME	
—	DRAINAGE AREA	
—	RUNOFF COEFFICIENT	
—	DRAINAGE BASIN DELINEATION	
—	DRAINAGE SUB BASIN DELINEATION	
—	TIME OF CONCENTRATION DRAINAGE PATH	
—	PIPE NUMBER	

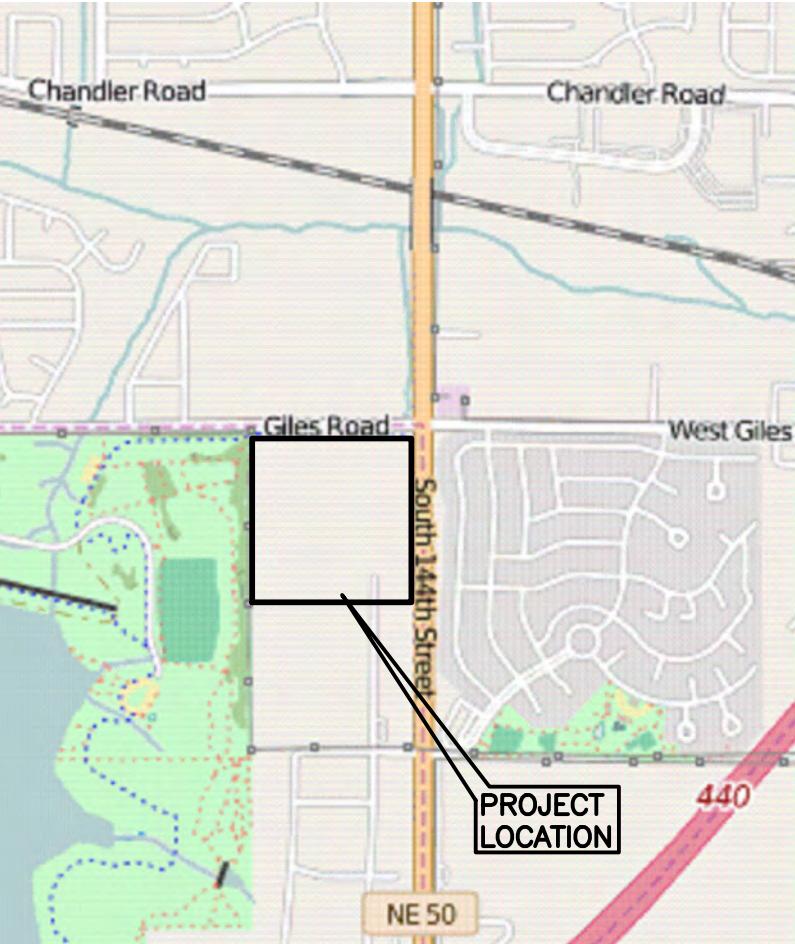
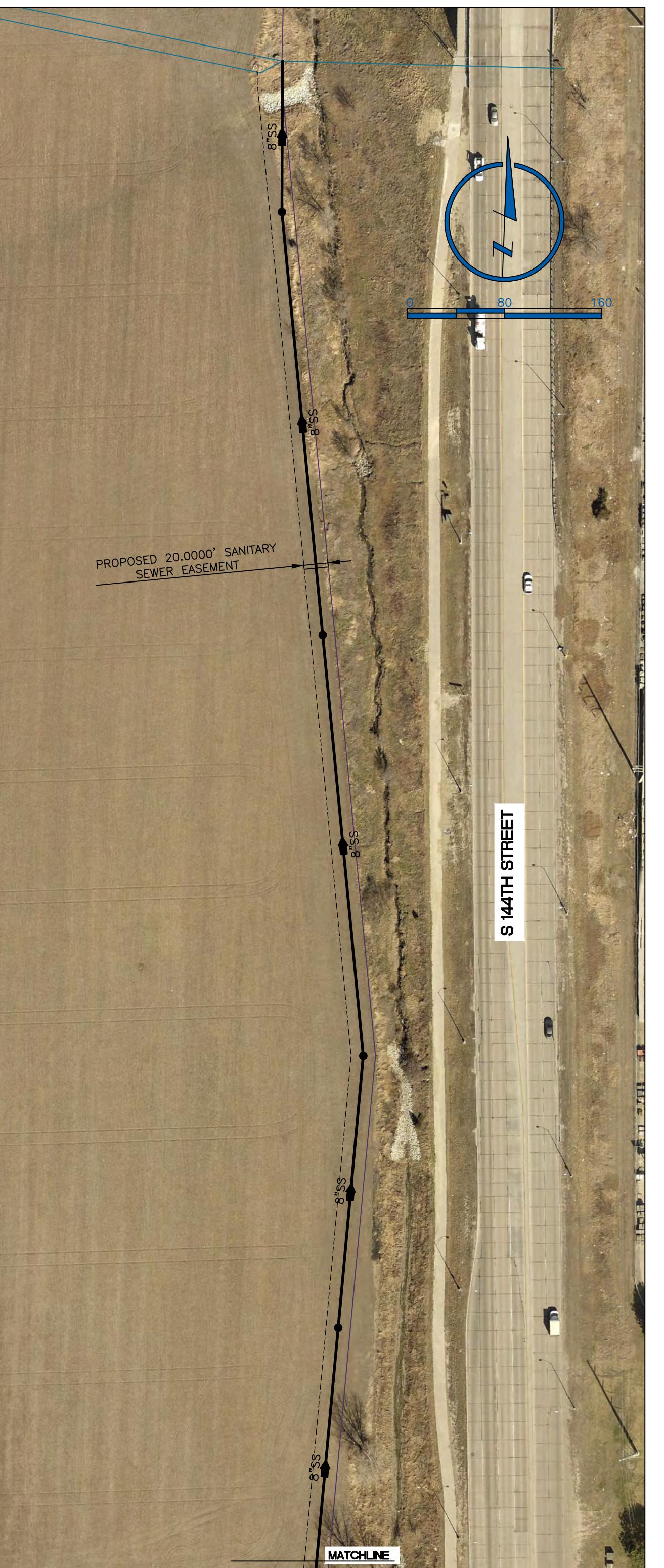
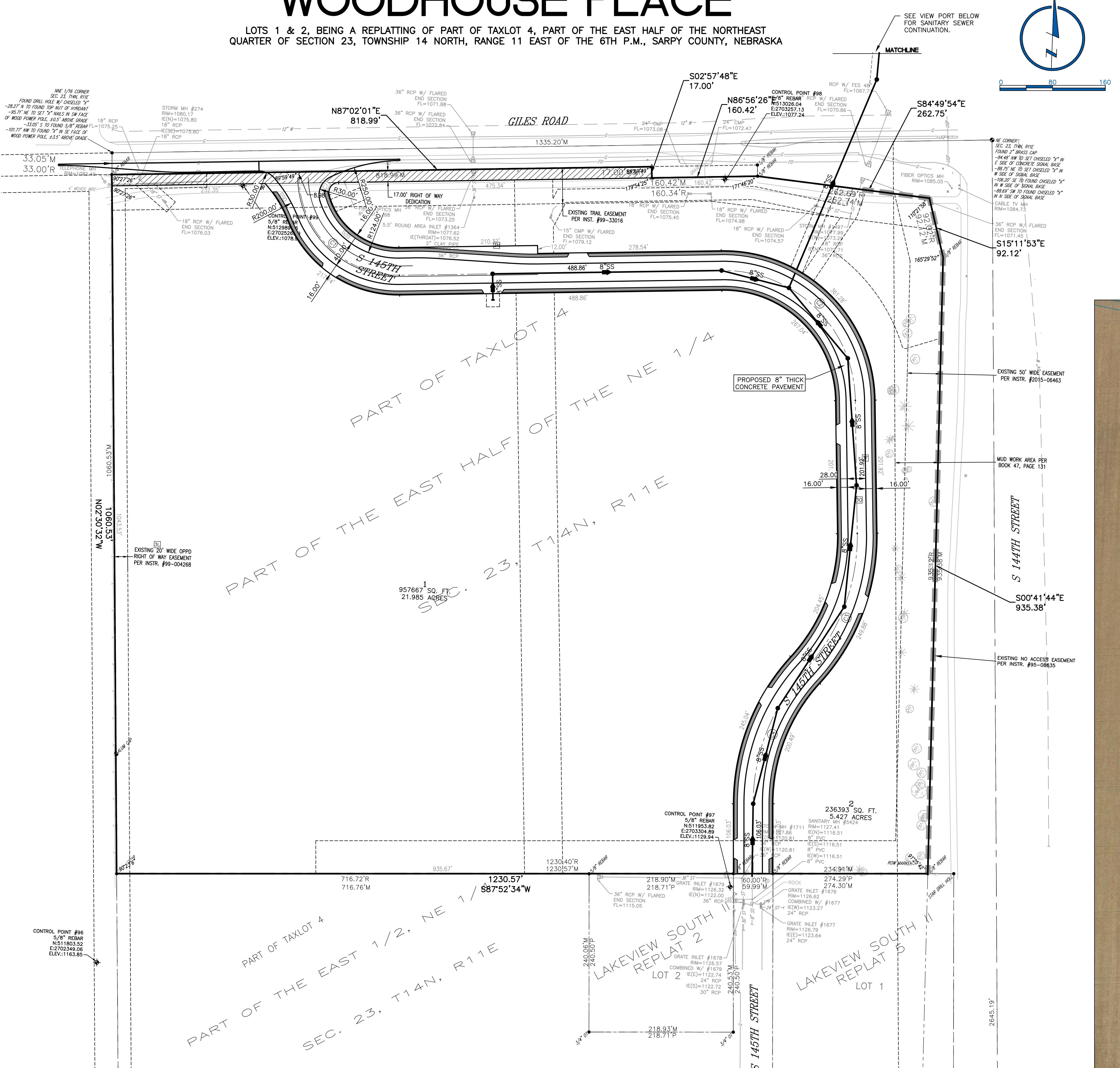
STORMWATER DETENTION/WATER QUALITY POND TABLE		
BASIN INFORMATION	BASIN A AREA AT FLOW 0	BASIN B AREA BT THRU B3
DRAINAGE AREA (AC)	13.54	14.05
RUNOFF COEFFICIENT	0.80	0.83
1/2" WATER QUALITY VOLUME REQUIRED (CF)	24,575	25,500
TOTAL POND VOLUME (CF)	59,708	97,039
POND TOP	1082	1086
POND BOTTOM	1074	1078
2 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1079.56	1083.29
35,020 CF	35,020 CF	53,211 CF
0.50" WATER ELEV / MAX VOLUME	1080.35	1084.75
1080.35	1080.35	1084.75
50 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1081.24	1085.43
51,498 CF	51,498 CF	90,273 CF
RELEASE STRUCTURE	TYPE 2 AREA INLET	TYPE 2 AREA INLET
OVERFLOW	RECTANGULAR WEIR	RECTANGULAR WEIR
RECEIVING BODY OF WATER	SOUTH PAPILLON CREEK	SOUTH PAPILLON CREEK

GRA 254 @ 7.85%
①

1	OF	1
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WOODHOUSE PLACE

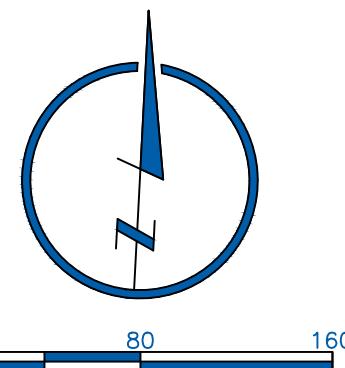
LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



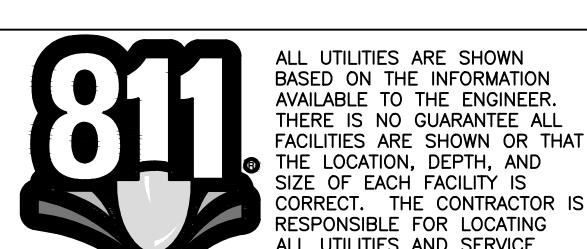
DRAWN BY		RV
DESIGNED BY		01-03-2017
DATE		01/16/2017
JOB NUMBER/TASKS		01161701-002
BOOK AND PAGE		
PERSONS		
VICINITY MAP		
LEGEND <ul style="list-style-type: none"> SS SANITARY SEWER ST STORM SEWER W WATER G GAS UOP UNDERGROUND POWER OPP OVERHEAD POWER T TELEPHONE FO FIBER OPTIC M MANHOLE RAI ROUND AREA INLET GRATE INLET FL FLARED END SECTION FE FIRE HYDRANT WV WATER VALVE GS GAS WARNING SIGN PP POWER POLE AND GUY LG LARGE GALVANIZED POLE TR TRANSFORMER PR POWER RISER PM POWER MANHOLE PPB POWER PULL BOX TM TELEPHONE MANHOLE TPB TELEPHONE PULL BOX TCPB TRAFFIC CONTROL PULL BOX UPB UNIDENTIFIED PULL BOX FOB FIBER OPTICS WARNING SIGN TS TRAFFIC SIGN GP GUARD POST IS INFORMATION SIGN WWF WOVEN WIRE FENCE DT DECIDUOUS TREE AND SIZE CT CONIFEROUS TREE AND SIZE IE INVERT ELEVATION FL FLOW LINE CR CORNERS SET (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS-561) CF CORNERS FOUND OT OPEN TOP PIPE NAE NO ACCESS EASEMENT SL SECTION LINE SC SECTION CORNER BL BOUNDARY LINE LL LOT LINE EL EXISTING LOT LINE EL LINE EASEMENT LINE PP8 PROPOSED 8" PAVEMENT PSW PROPOSED SIDEWALK PS PROPOSED SANITARY SEWER PM PROPOSED MANHOLE 		
LAMP RYNEARSON & ASSOCIATES 14710 West Dodge Road, Suite 100 402-496-2498 P 402-496-2730 F Omaha, Nebraska 68154-2027 www.LRA-Inc.com		
REVISED PRELIMINARY PLAT PAVING AND SANITARY SEWER EXHIBIT		
PRELIMINARY NOT RELEASED FOR CONSTRUCTION SHEET 1 OF 1		

WOODHOUSE PLACE

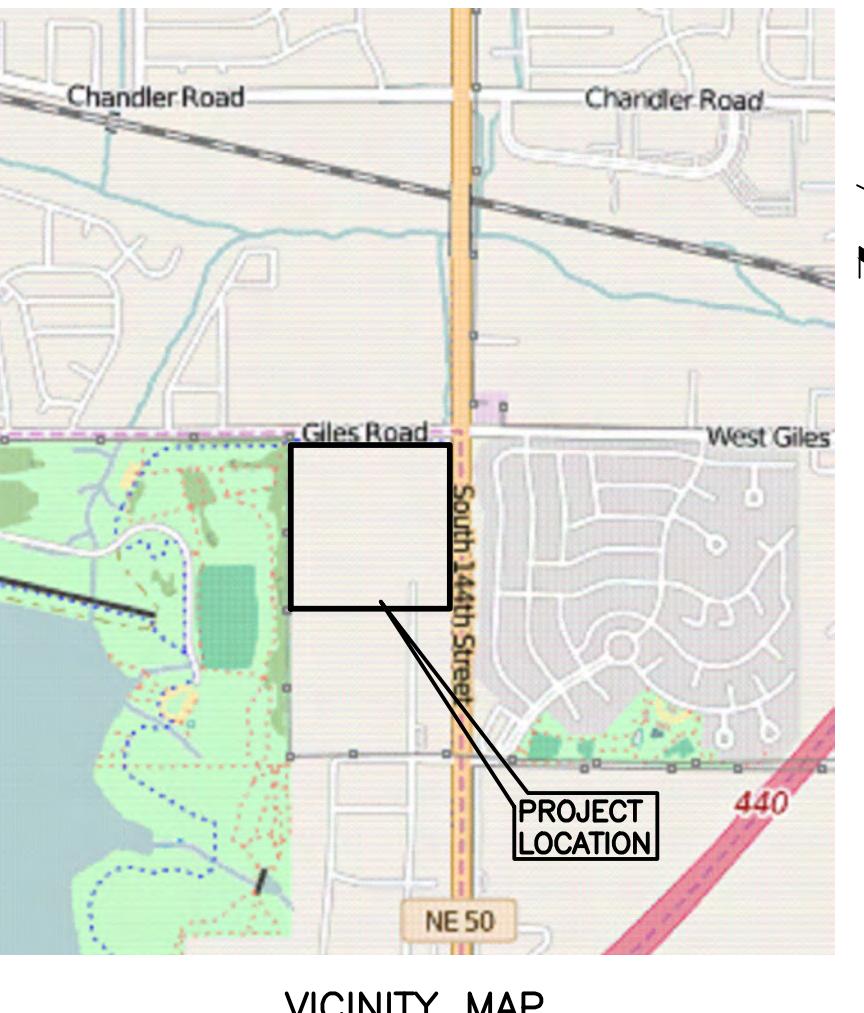
LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



This figure is a detailed topographic map of a construction site in the Lakeview area of Chicago, showing streets like Giles Road, S 145th Street, S 144th Street, and S 145th Street South. The map includes contour lines, utility locations, and proposed infrastructure such as retaining walls and grade changes. Specific features include a proposed retaining wall on the west side of S 145th Street, a proposed grade change of 1335.20' M, and various control points and markers. The map is heavily annotated with construction details and property boundaries.



ALL OTHER
LINES PRIOR



PROXIMITY MAP

LEGEND

SS	SANITARY SEWER	田	TRAFFIC CONTROL PULL BOX
ST	STORM SEWER	田	UNIDENTIFIED PULL BOX
W	WATER	♀	FIBER OPTICS WARNING SIGN
G	GAS	♂	TRAFFIC SIGN
UGP	UNDERGROUND POWER	①	GUARD POST
OHP	OVERHEAD POWER	□	INFORMATION SIGN
T	TELEPHONE	~~~~~	WOVEN WIRE FENCE
FO	FIBER OPTIC	12"	DECIDUOUS TREE AND SIZE
◎	MANHOLE	12"	CONIFEROUS TREE AND SIZE
●	ROUND AREA INLET	IE	INVERT ELEVATION
■	GRATE INLET	FL	FLOW LINE
▲	FLARED END SECTION	△	CORNERS SET (5/8" REBAR WITH 1 1/4", YELLOW PLASTIC CAP STAMPED LS-561)
◆	FIRE HYDRANT	●	CORNERS FOUND
○	WATER VALVE	OT	OPEN TOP PIPE
×	GAS WARNING SIGN	■ ■ ■ ■ ■	NO ACCESS EASEMENT
○—○	POWER POLE AND GUY	— — — — —	SECTION LINE
○○	LARGE GALVANIZED POLE	●	SECTION CORNER
□	TRANSFORMER	— — — — —	BOUNDARY LINE
□—□	POWER RISER	— — — — —	LOT LINE
○○	POWER MANHOLE	— — — — —	EXISTING LOT LINE
○○	POWER PULL BOX	— — — — —	EASEMENT LINE
○○	TELEPHONE MANHOLE	1100	PROPOSED CONTOUR
○○	TELEPHONE PULL BOX	1100	PROPOSED CONTOUR (BY OTHERS)
○○		1100	EXISTING CONTOUR
— — — — —	18"ST	— — — — —	PROPOSED STORM SEWER
●		●	PROPOSED MANHOLE
▲		▲	PROPOSED F.E.S.
■ ■ ■ ■ ■		■ ■ ■ ■ ■	PROPOSED CURB INLET (BY OTHERS)
■ ■ ■ ■ ■		■ ■ ■ ■ ■	PROPOSED SILT BASINS/WATER QUALITY BASIN

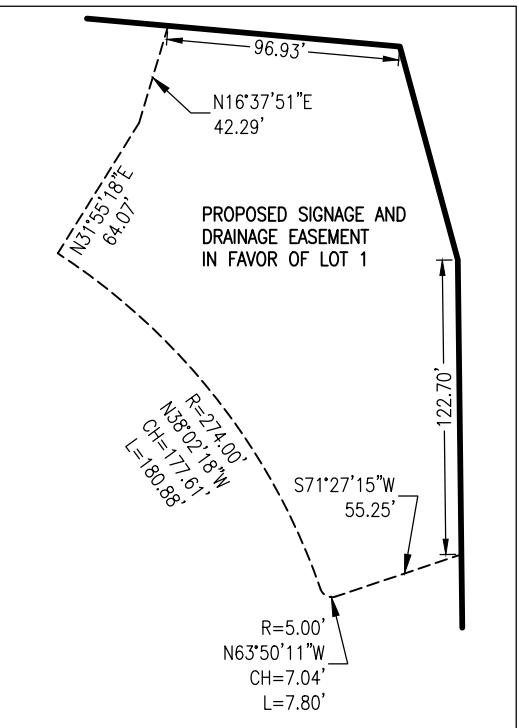
REVISED PRELIMINARY PLAT
STORM SEWER, GRADING AND
EROSION CONTROL EXHIBIT

RELEASED FOR CONSTRUCTION

1 OF 1

NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (NR).
- LOTS 1 AND 2 WILL HAVE NO DIRECT VEHICULAR ACCESS TO GILES ROAD AND 144TH STREET.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
- ALL PROPOSED STORM SEWER AND DRAINAGE, AND SANITARY SEWER EASEMENTS ARE TO CITY OF LA VISTA VIA SEPARATE RECORDED INSTRUMENT UNLESS NOTED OTHERWISE.

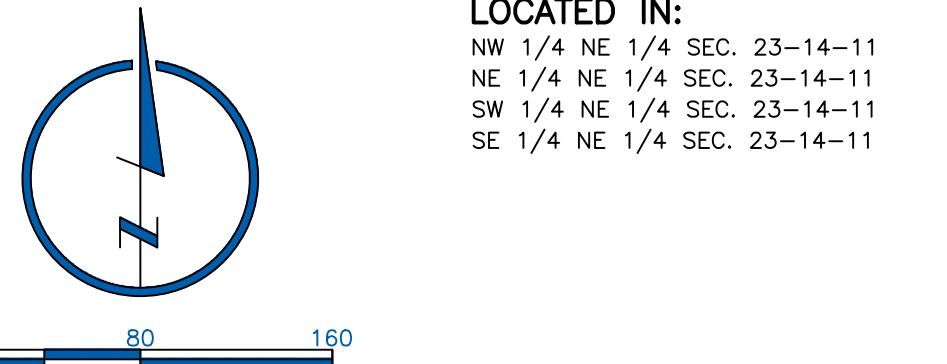


WOODHOUSE PLACE

LOTS 1 & 2, BEING A REPLAT OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

LEGEND

—	—	—	NO ACCESS EASEMENT
—	—	—	SECTION LINE
—	—	●	SECTION CORNER
—	—	—	BOUNDARY LINE
—	—	—	LOT LINE
—	—	—	EXISTING LOT LINE
—	—	—	EASEMENT LINE
—	—	—	STREET DEDICATION
—	—	●	CORNER FOUND



LOCATED IN:
NW 1/4 NE 1/4 SEC. 23-14-11
NE 1/4 SEC. 23-14-11
SW 1/4 NE 1/4 SEC. 23-14-11
SE 1/4 NE 1/4 SEC. 23-14-11

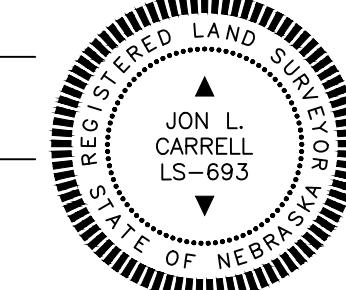
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLES, POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS WOODHOUSE PLACE, LOTS 1 AND 2, BEING A REPLAT OF PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

CONCILIATION LINE, A LINE WITH CHISELED "X" AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2016 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY OF GILES ROAD; THENCE NORTH 87°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY REGISTER OF DEEDS ON OCTOBER 20, 2014; THENCE NORTH 02°57'48" EAST FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION; THENCE NORTH 02°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION; THENCE SOUTH 84°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET; THENCE SOUTH 151°11'53" EAST FOR 92.18 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR; THENCE NORTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH, REPLAT 5, A SUBDIVISION AS RECORDED AND RECORDED IN THE SAME COUNTY OF NEBRASKA; THENCE SOUTH 87°27'44" WEST FOR 1234.57 FEET ON THE WEST LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATED AND RECORDED IN SARPY COUNTY, NEBRASKA, EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING. CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

JON L. CARRELL, L.S. 693

DATE



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS AND AMERICAN NATIONAL BANK, MORTGAGEE OF THE PROPERTY DESCRIBED IN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS HEREIN SHOWN, AND SUBDIVIDED TO BE HEREBY KNOWN AS LAKEVIEW SOUTH LOTS 1 AND 2, DONE HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE AND TO THE GRANTEE'S HEIRS, ASSIGNS OR ASSIGNEES, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON, AND ON CABLES, FOR THE CARRYING AND TRANSFERRING OF ELECTRIC CURRENT, FOR LIGHT, HEAT, AND POWER, AND FOR THE TRANSMISSION OF SIGNALS, BUNDLES OF ALL KINDS, THROUGH THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-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 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATED AND RECORDED. 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 HEREBY GRANTED.

FOR SIGNAGE AND DRAINAGE WE DO HEREBY GRANT THE SIGNAGE AND DRAINAGE EASEMENT SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF ENTRANCE MARKERS AND LANDSCAPING IN FAVOR OF LOT 1.

LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

PAUL CECH (PRINTED TITLE)

AMERICAN NATIONAL BANK, MORTGAGEE

(PRINTED NAME) SIGNATURE

(PRINTED TITLE)

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA) SS STATE OF NEBRASKA) SS
COUNTRY OF) COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF 2017

BY PAUL CECH, (PRINTED TITLE) OF
LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF 2017

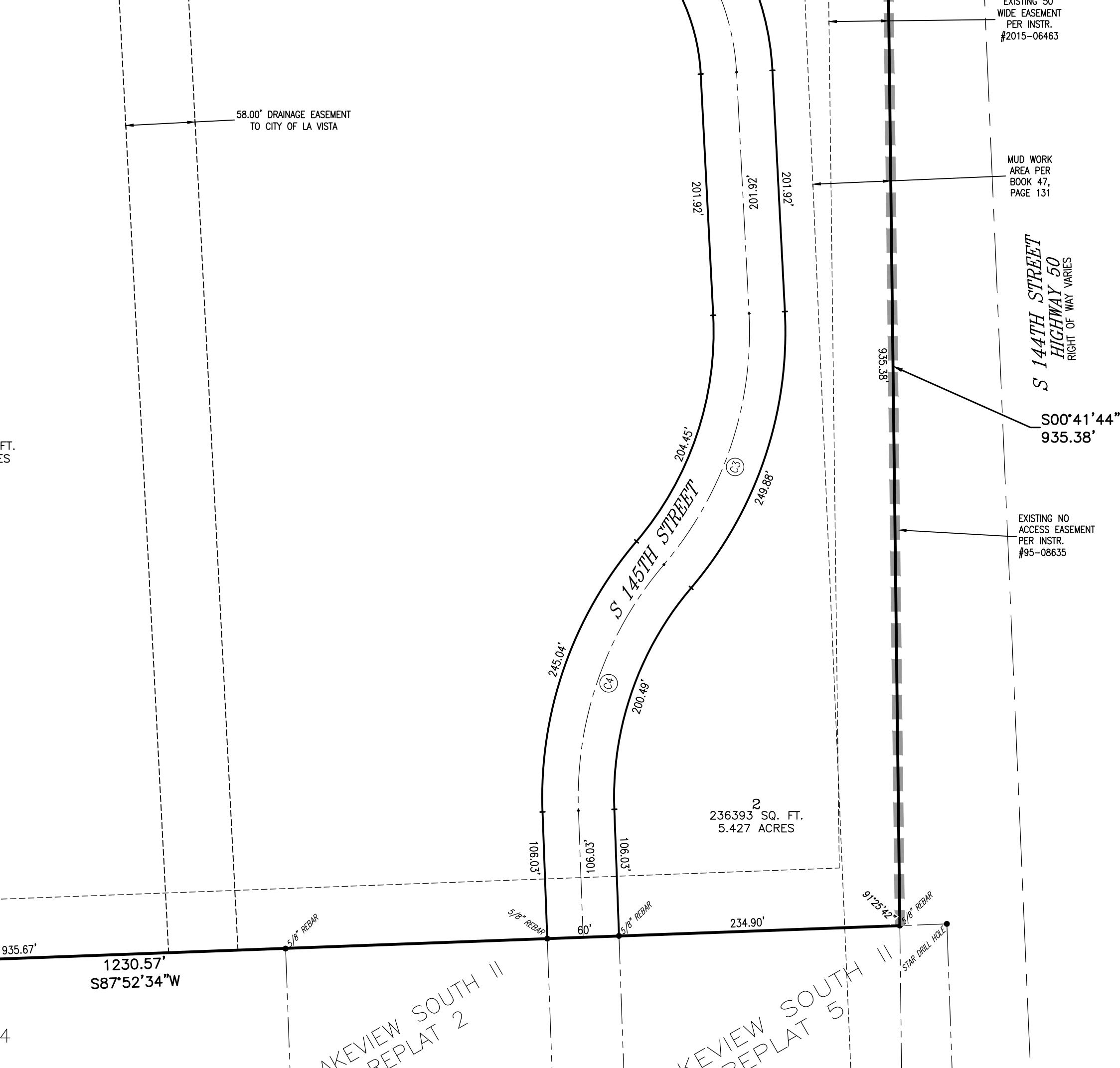
BY (PRINTED NAME) (PRINTED TITLE) OF
AMERICAN NATIONAL BANK ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

WEST HALF OF THE NE 1/4 SEC. 23, T14N, R11E
EXISTING 20' WIDE OPPD
RIGHT OF WAY EASEMENT
PER INSTR. #98-004268

957667 1 SQ. FT.
21.985 ACRES

PART OF TAXLOT 4
PART OF THE EAST 1/2, NE 1/4
SEC. 23, T14N, R11E



REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

DAY OF 2017.

SARPY COUNTY SURVEYOR/ENGINEER

SARPY COUNTY TREASURER'S CERTIFICATE

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

DAY OF 2017.

SARPY COUNTY TREASURER

APPROVAL OF THE CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

DAY OF 2017.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

DAY OF 2017.

Douglas Kindig, Mayor
ATTEST:

Pam Buethe, City Clerk

DRAWN BY	EAM
DESIGNED BY	J.C.
DATE	1-3-2017
JOB NUMBER	316565031003
BOOK AND PAGE	402-496-2730 P 402-496-2498 F
PERSONS	LAMP RYNEARSON & ASSOCIATES www.LRA-Inc.com
FINAL PLAT	

SUBDIVISION AGREEMENT

(Woodhouse Place)

(Replat of Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11, which shall henceforth be replatted as Lots 1-2, Woodhouse Place)

THIS AGREEMENT, made this 4th day of April, 2017, among LB Southwest LLC, a Nebraska limited liability company, (hereinafter referred to as the "Subdivider"), and the City of La Vista, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Subdivider is the owner of the land depicted or described in Exhibit "A" ("Property") and included within the proposed plat attached hereto as Exhibit "B" (hereinafter referred to as the "Replat or the Replatted Area". The Replat as finally approved by the City Council shall be referred to herein as the "final plat" or "Final Plat"); and,

WHEREAS, the Subdivider proposes to build private improvements within the Replatted Area that are primarily comprised of buildings, parking and related improvements for four automobile dealerships. Construction of such improvements is planned in phases. The first phase will be comprised of [REDACTED] ("Phase One"); and

WHEREAS, the Subdivider proposes to build public improvements in and serving the Subdivision and has requested the City to approve Subdivider's platting and plan for developing the Subdivision; and

WHEREAS, the Subdivider has elected to use the personal financing option and pay for construction of all improvements, with all infrastructure, utilities and other improvements to be paid for by Subdivider without use of sanitary improvement district or City; and

WHEREAS, the parties wish to agree upon the manner and to the extent to which paving, storm sewers, sanitary sewers, vehicular and pedestrian access and movement, utility distribution systems and other aspects of the infrastructure of the Subdivision shall be constructed, maintained, and other issues that are to be resolved;

and

WHEREAS, Subdivider desires to provide for the flow and handling of sewage collected in or flowing into the sanitary sewer system to be constructed within the Subdivision, and has requested City to issue the necessary connection permits therefor.

NOW, THEREFORE, IT IS AGREED by Subdivider and City as follows:

1. Replattings. Subject to the terms of this Agreement, Tax Lot 4 EXC S 1551.37 FT & EXC ROW 23-14-11 shall be replatted as Lots 1-2, Woodhouse Place, as more fully shown on Exhibit "B" (hereinafter the "Replat" or "Replatted Area"; and as finally approved by the City Council shall be referred to as the "final plat" or "Final Plat").
2. Drainage Calculations and Map. Subdivider shall provide drainage calculations and a drainage map for the Replatted Area for review and approval by the City's Engineer prior to execution of the final plat, which shall include a demonstration of any easements required to convey major storm sewer events (hundred year flood) over the surface of

the property, in a form and content satisfactory to the City's Engineer. The City's release of the final plat shall be conditioned on Subdivider executing and delivering required easements in form and content satisfactory to the City's Engineer, which easements Subdivider will record with the final plat.

3. Perimeter Sidewalks. Subdivider, within the time required by City rules or regulations as specified by the City Engineer and in any event no later than five (5) years from the date of the filing of the final plat with the Sarpy County Register of Deeds, shall install sidewalks in accordance with City sidewalk policies as they may from time to time exist, at the Subdivider's sole cost.
4. Storm Water Management Plan: Subdivider, at its sole cost, will comply with applicable requirements regarding storm water quality, storm water management, and weed and erosion control in compliance with applicable regulations. Not in limitation of the foregoing sentence, post-construction storm water management features and related appurtenances shall be constructed on the Property, as shown on the Post Construction Storm Water Management Plan attached hereto as "Exhibit D." Plans and specifications for such storm water management improvements shall be prepared, before issuance of a permit for grading or construction of improvements in the Replatted Area, by Subdivider's engineer at Subdivider's sole cost and must be approved by the Public Works Department of City (City Engineer) prior to starting any grading or construction of such improvements.
5. Storm Water Management Plan Maintenance Agreement: A Post-Construction Storm Water Management Plan Maintenance Agreement ("Maintenance Agreement") in the form attached hereto as "Exhibit E" shall be entered into between Subdivider and City prior to starting construction of improvements in the Replatted Area, after City has approved the Exhibits to be attached thereto, including but not limited to the exhibit setting forth the BMP maintenance requirements, subject to any modifications to said Maintenance Agreement or Exhibits that the City Engineer determines necessary or advisable. It is understood and agreed by City and Subdivider that the final version of the Maintenance Agreement shall:
 - A. identify that maintenance actions shall be private, and provide that all maintenance actions so identified shall be performed by the Subdivider at its expense,
 - B. include provisions to control when post-construction storm water features are to be constructed,
 - C. differentiate between the requirements of construction site storm water runoff controls and post-construction controls,
 - D. provide that post-construction storm water features shall not be installed until such time as they will not be negatively impacted by construction site runoff, and
 - E. provide that permanent storm water detention ponds, riser structures and discharge pipes may be constructed during grading operations.

Such provisions shall run with the land and become the joint and several responsibility of Subdivider and all successors, assigns and future owners of the Replatted Area or any part thereof.

6. Watershed Management Fees: The Subdivider shall make payment to City for Watershed Fees. This fee for the Property shown on "Exhibit A" shall be computed in accordance with applicable provisions of the Master Fee Schedule set forth in the Master Fee Ordinance, as amended from time to time. Payment must be made to City's Permits & Inspections Division before a building permit will be issued to construct improvements on any lot and before the commencement of construction of any such improvements. Payment shall be based on the City's adopted fee rate that is in effect at the time the payment is made.
7. Site Approval Precondition to Building Permit. Nothing herein shall be deemed a waiver or lessening of any of City's requirements for City approved site plan for any building prior to the issuance of a building permit therefor.
8. Construction/Installation of Improvements.
 - A. Prior to the City's release of the Final Plat to Subdivider for recording, Subdivider will provide City a surety bond written by a surety and in form and content satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct the Improvements including MUD water, OPPD power and other infrastructure costs as provided in Exhibit I.
 1. Paving. Concrete paving not less than eight inches (8") in depth with integral curb, and of a width as shown on the paving plan for the Subdivision (Exhibit "F" attached hereto), and which paving shall be constructed in dedicated street right-of-way of Virginia Street and South 145th Street per the final plat (Exhibit "B").
 2. Sanitary Sewers. All sanitary sewer mains, manholes, and related appurtenances to be constructed within or serving the Subdivision, which shall be constructed in street right-of-way of Virginia Street and South 145th Street as more fully shown on public sewer plan attached hereto as Exhibit "H".
 3. Storm Sewers. Storm sewers, inlets, manholes, and related appurtenances constructed in dedicated street right-of-way of Virginia Street and South 145th Street and within storm sewer easements as shown on final plat (Exhibit "B") and on storm sewer plan for the Subdivision (Exhibit "F" hereto).
 4. Water. MUD water service, including domestic and firefighting flows, to serve all lots within the Subdivision to be installed in Virginia Street and South 145th Street right-of-way.
 5. Gas. Gas mains to serve all lots to be constructed in Virginia Street and South 145th Street right-of-way.
 6. Power. Underground electrical power to serve all properties within the Subdivision.
 7. Street Lighting. Street lighting of a height, illumination and design to be approved by City and determined by City to be necessary.
 8. The timing, plans and specifications for and location of each improvement, and any other requirements of this Agreement with respect to any such improvement, shall be in accordance with established City requirements and shall be subject to

approval of the City's Engineer prior to starting construction or installation of any said improvement.

9. Administrative Fee. Subdivider shall pay to City an amount equal to two percent (2%) of the actual construction cost of Subdivider paid improvements as administrative expenses incurred by City in connection with the administration of this Agreement. Estimated payment shall be made on the basis of two percent (2%) of the construction and/or installation cost estimates for the various improvements computed by the Subdivider's engineer, which estimated amount shall be paid to the City at the time the plans and specifications are submitted to the City for City for final review and approval.
10. Public Access Roads or Driveways. Direct vehicular access to abutting streets shall be limited as indicated on the Plat, as finally approved by the City in the PUD, Exhibit "C". Roads and driveways identified in the Plat for use of the public, at Subdivider's sole cost unless otherwise specified in this Agreement, shall be constructed to City approved specifications and shall not be less than eight inches (8") P.C. concrete paving. The City shall have access to and over such roadways and driveways for any purpose it deems appropriate in the exercise of its general governmental powers, including but not limited to, inspection, police, fire and rescue and other public safety purposes, and the exercise of all rights granted to City by the terms of the Subdivision Agreement.
11. Staking Bond. Subdivider shall provide the City a staking bond satisfactory to City Engineer prior to City's release of the final plat of the Replatted Area.
12. Tract Sewer Connection Fees. Subdivider agrees that the terms and conditions for the benefit of the City that are contained in the separate Sewer Connection Agreement referred to within Exhibit "G" as pertaining to the sanitary sewer system, shall be incorporated into this Agreement to the same extent as if fully set forth herein and equally applicable to the private sanitary sewer provided for herein and enforceable by City in respect thereto to the same extent as though the private sewer had originally been incorporated and made a part of said agreements.

Initial tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the release of the Final Plat for recording:

Lot 1, Commercial	21.985 ± AC @ \$5,500/AC	\$120,917.50
Lot 2, Commercial	5.427 ± AC @ \$5,500/AC	\$29,848.50
Total		\$150,766.00

Tract sanitary sewer connection fees shall be due and payable to the City in the following amounts prior to the issuance of a building permit for a particular lot:

Lot 1, Commercial	21.985 ± AC @ \$6,331/AC	\$147,079.65
Lot 2, Commercial	5.427 ± AC @ \$6,690/AC	\$36,306.63
Total		\$183,386.28

The aforestated fee of \$6,690 per acre is the rate now in effect and is subject to increase. The rate in effect at time of connection to the sanitary sewer system will be the rate paid. A sanitary sewer connection agreement shall be required of the Subdivider with respect to all lots in the Platted Area as a condition of release of the Final Plat to Subdivider for recording, in form and content attached hereto as Exhibit G, subject to any additions or changes the City Engineer determines necessary or advisable.

13. **Infrastructure to be at Private Expense.** The cost of all infrastructure, improvements and easements within and serving the Replatted Area, including but not limited to parking and internal street improvements, ingress and egress, sidewalks, sanitary sewer (except as provided in Section 14 below), storm sewer, power, CATV, gas, water and cost of connection to external infrastructure shall be constructed, maintained, operated, repaired and replaced at private expense and the sole cost and expense of Subdivider and any successor or assign of Subdivider to ownership of any lot within the Replatted Area, and no part thereof shall be the responsibility of or at the expense of the City.
14. **Private Financing of Improvements.** The parties agree that the entire cost of all public improvements set out in Section 3 or 8 herein, and any other infrastructure, shall be paid by the Subdivider. The Replatted Area shall not be included within the boundaries of any sanitary improvement district and no other form of public financing shall be utilized in construction of the improvements for the Replatted Area, except as otherwise approved by City. Notwithstanding the foregoing, the City acknowledges and agrees that with respect to the costs for installation of the sanitary improvements referenced in Section 8(A)(2), Subdivider shall only be responsible for the costs of the sanitary sewer lines and the related facilities located within the boundaries of the Replatted Area, and the City, in cooperation with Sarpy County, desires to enter into an Interlocal Cooperation Agreement which would provide that Sarpy County shall be responsible for the installation and payment of all costs for the portion of the sanitary sewer lines and related facilities that will extend beyond the Replatted Area to the main line.
15. **Maintenance and Repair of Infrastructure Improvements.** The Subdivider, at Subdivider's sole cost and expense, shall maintain and keep in good repair, in perpetuity, all improvements of or benefiting the Subdivision, provided that City, subject to the following improvements being in good condition and repair at the following times, will assume responsibility for repair and maintenance of the following:
 - A. The following improvements within Virginia Street and South 145th Street right-of-way and approved easements granted to the City at time of City's annexation of the Subdivision:
 1. Paving (exclusive of median and median improvements), public storm sewer, and public sanitary sewer.
 2. OPPD charges for maintenance and energizing of street lighting, except as otherwise may be provided by policies or procedures of OPPD as implemented or amended from time to time for payment of any such charges by property owners.

Except for the foregoing improvements within Virginia Street and South 145th Street right-of-way and approved easements granted to the City as afore-provided to be the

City's obligations, the obligation to repair, maintain and reconstruct improvements shall be that of the Subdivider, at Subdivider's sole cost and expense.

16. Easements. All proposed easements by the Subdivider, and easements required by the City, for existing, proposed, or relocated public or private or shared improvements (sewers, utilities, roads or other infrastructure) shall be granted by instruments separate from the final plat, in form and content satisfactory to the City Engineer ("Easements"). Release of the final plat for recording shall be conditioned on execution and delivery of Easements for recording. The Easement documents shall outline rights, obligations and terms of the easements. Easements shall be recorded at the time of recording the final plat and copies of recorded Easements shall be provided to the City.
17. Ownership Representation. LB Southwest LLC, by signing below and the Final Plat of Woodhouse Place, does warrant and represent that it has executed the Final Plat by and through an authorized person, and that it is and shall continue to be the sole owner of 100% of the Replatted Area at date of execution of this Agreement and at date of recording the final plat. If LB Southwest LLC, after the final plat is recorded, desires to convey part of the Replatted Area, LB Southwest LLC, before such conveyance shall execute and record with the Sarpy County Register of Deeds covenants and easements to provide for the use, construction, operation, maintenance, replacement, and repairs of any areas or improvements that benefit or are used or shared by any two or more parts of the Replatted Area, in form and content satisfactory to the City Engineer.
18. Planned Unit Development. Subdivider has made application to City for approval of a Planned Unit Development on Lots 1-2 of the Replat. Subdivider specifically has requested Planned Unit Development zoning for the Replatted Area under Section 5.15 of the La Vista Zoning Ordinance No. 848, and Subdivider's applications and City approvals shall be thereunder, and all grading, installation of infrastructure, development and buildout shall be in strict accord with the provisions of said Section and the approved Woodhouse Place Planned Unit Development a copy of which is attached hereto as Exhibit "C", except as shall be amended by the City Council in the required manner. The application for the Planned Unit Development, ("Application") as on file with the City Clerk is incorporated herein by this reference, and said Application, as well as the underlying C-3 zoning district regulations and Gateway Corridor Overlay District regulations, shall continue to be applicable and govern within the Replatted Area, except as provided for in the approved Woodhouse Place Planned Unit Development, this Agreement, applicable conditional use permit, or conditions of Planning Commission or City Council approval. Subject to applicable requirements of City ordinance, rules and regulations:
 - a. Construction of buildings, structures and other improvements of Phase One of the Replatted Area will commence within 12 months after the date of City Council approval of the Woodhouse Place Planned Unit Development and will be completed within 24 months thereafter; and
 - b. Construction of subsequent phases will begin as described in the Application or as economics and demand otherwise warrant, and be constructed in accordance with a schedule approved by the City Engineer or Building Inspector and timeframe provided in Section 5.15.04.01 of the La Vista Zoning Ordinance, as amended from time to time. Construction of any subsequent phase will be completed within 24 months after construction of the phase commences.

19. **Building Design.** Building design will be controlled by the Woodhouse Place Design Guidelines, as adopted within the Woodhouse Place PUD Ordinance.

20. **Exhibit Summary.** The Exhibits proposed by Lamp Rynearson & Associates, engineers for the Subdivider, attached hereto and incorporated herein by this reference and made a part hereof, are as follows:

Exhibit "A":	Land survey certificate showing boundary area to be replatted. Drawing and legal description.
Exhibit "B":	Replat of the area to be developed.
Exhibit "C":	Planned Unit Development (PUD)
Exhibit "D":	Post Construction Storm Water Management Plan
Exhibit "E"	Post-Construction Storm Water Management Plan Maintenance Agreement
Exhibit "F"	Public Paving & Storm Sewer Plan
Exhibit "G"	Sewer Connection Agreement
Exhibit "H"	Sanitary Sewer Plan

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

22. **Incorporation of Recitals.** Recitals at this beginning of this Agreement are incorporated into this Agreement by reference.

23. **Nondiscrimination.** Notwithstanding anything in this Agreement to the contrary, (i) each party agrees that neither it nor any subcontractor of the party shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, age, sex, disability, or national origin; and (ii) the City is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.

24. **Assignment.** This Agreement may not be assigned by any party without the express written consent of all parties.

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

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

27. **City Engineer to be Determiner.** Notwithstanding anything in this Agreement to the contrary, the City shall have the right, but not any obligation, to inspect any work on or relating to the improvements described in this Agreement, and to require modification, replacement, maintenance or repair of any work or improvements the City Engineer

determines are defective, unsatisfactory or in need of repair, maintenance or replacement, and Subdivider shall comply with said requirements. All specifications and contracts relating to work on the improvements shall be subject to prior review and approval of the City Engineer.

28. **City Access/Repair.** The City, its employees and agents, shall have right of entry and full access to any and all areas and improvements within the Replatted Area for purposes of inspection. In the event City determines construction, replacement, repair or maintenance is defective or not progressing or not being performed satisfactorily or in a timely manner, City may, at its sole option and without obligation to do so, decide to undertake construction, replacement, repair and/or maintenance of any such improvements and to assess against the Subdivider and the property in the Replatted Area the cost, including engineering costs and legal costs, together with interest at the rate of five percent (5%) per annum until paid, and City shall have a lien for the cost therefor, which lien City may file of record against the lots benefited. If said lien amount is not timely paid in full, the City may foreclose the lien for said amount with interest thereon and reasonable attorney fees incurred by City in such foreclosure
29. **City Exercise of Rights Discretionary.** City's and/or City Engineer's exercise of any or all of the authority herein given shall be at City's sole and absolute discretion and for the sole benefit of the City and City's interests and not for the benefit or interests of Subdivider, or any other party, and City, City Engineer and City agents shall have no responsibility or liability by reason of either the nonexercise or the exercise of any such authority.
30. **Filing of Record.** The Subdivider, at its expense when recording the Final Plat, shall record this Agreement and the covenants or easements required by this Agreement in the land records of the Office of the Register of Deeds of Sarpy and shall cause recorded copies thereof to be transmitted to the City Administrator.
31. **Covenants Running With the Land.** The Final Plat, this Agreement and all documents, obligations, understandings and agreements contained or incorporated herein constitute perpetual covenants running with the land, shall be recorded by Subdivider with the Register of Deeds of Sarpy County, Nebraska, and shall be binding, jointly and severally, upon the Subdivider and all successors and assigns gaining or claiming any interest or lien in, to or against any property within the Replatted Area. The covenants herein shall be cumulative to, and not in lieu of, prior covenants running with the land, except to the extent this Agreement requires additional, greater or a higher standard of performance by Subdivider or Association. City shall have the right, but not the obligation, to enforce any and all covenants. After City releases the Final Plat and this Agreement for recording, Subdivider promptly will record the same, along with any other documents or instruments required to be recorded, with the Register of Deeds of Sarpy County, Nebraska.

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

LB Southwest LLC, a Nebraska LLC

By: LB Southwest LLC

Its: Sole Member

By: _____
Paul Cech, LB Southwest LLC

ATTEST:

CITY OF LA VISTA

City Clerk

By _____
Mayor

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____) ss.
)

On this _____ day of _____, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Paul Cech, General Partner of LB Southwest LLC ("Company"), personally known by me to be the identical person whose name is affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary acts and deeds of said Partnership and Company.

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

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____) ss.
)

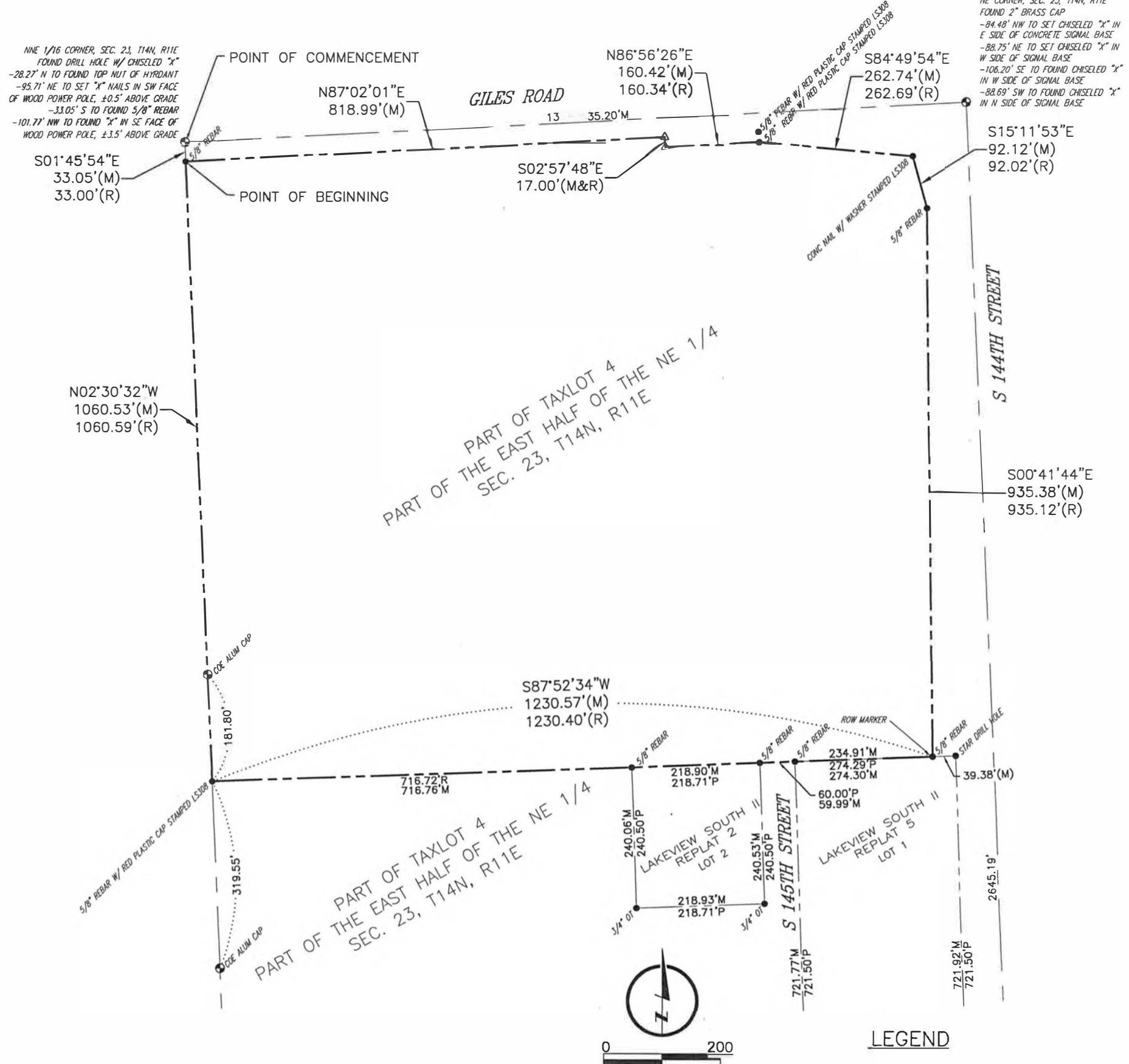
On this _____ day of _____, 2017, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, personally known by me to be the Mayor of the City of La Vista and _____, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed, and the voluntary act and deed of said City.

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

Notary Public

Exhibit "A": **Land survey certificate showing boundary area to be replatted. Drawing and legal description.**

LAND SURVEYOR'S CERTIFICATE



LEGAL DESCRIPTION

PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE WITH CHISELED "X" AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2016 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY OF GILES ROAD;

THENCE NORTH 87°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY REGISTER OF DEEDS ON OCTOBER 20, 2014;

THENCE SOUTH 02°57'48" EAST FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE NORTH 86°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE SOUTH 84°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET;

THENCE SOUTH 15°11'53" EAST FOR 92.12 FEET TO A 5/8" REBAR;

THENCE SOUTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH 2, REPLAT 5, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE SOUTH 87°52'34" WEST FOR 1230.57 FEET ON THE NORTH LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING.

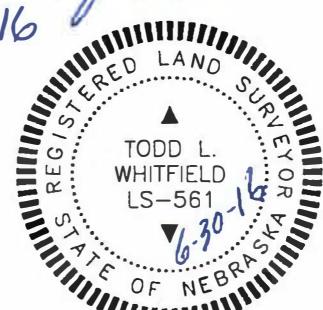
CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Todd L. Whitfield

DATE OF SIGNATURE: 6-30-2016



LAMP RYNEARSON
& ASSOCIATES

DRAWN BY
RER

DESIGNED BY
TLW

REVIEWED BY
PROJECT - TASK NUMBER

0116050

DATE
6/29/16

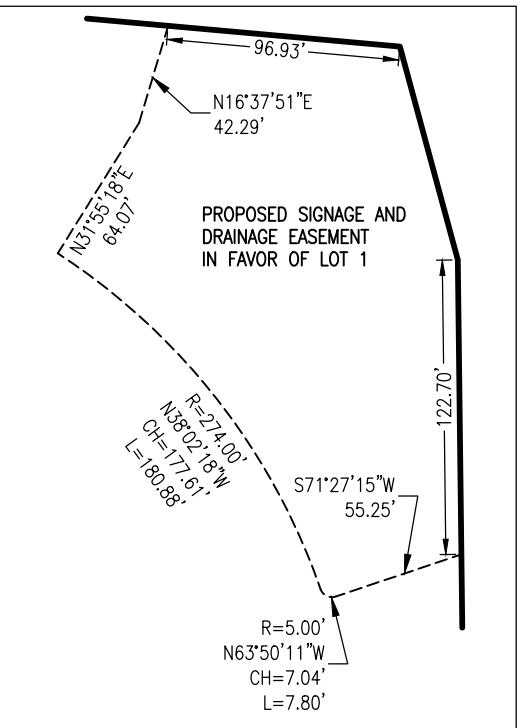
BOOK AND PAGE

REVISIONS

Exhibit “B”: **Replat of the area to be developed.**

NOTES

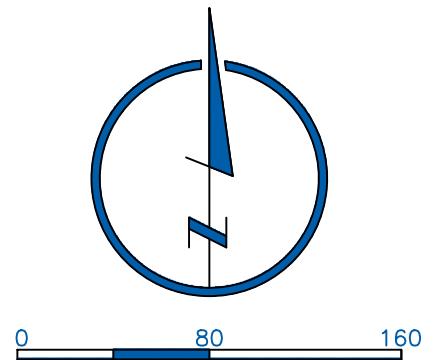
- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED (NR).
- LOTS 1 AND 2 WILL HAVE NO DIRECT VEHICULAR ACCESS TO GILES ROAD AND 144TH STREET.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
- ALL PROPOSED STORM SEWER AND DRAINAGE, AND SANITARY SEWER EASEMENTS ARE TO CITY OF LA VISTA VIA SEPARATE RECORDED INSTRUMENT UNLESS NOTED OTHERWISE.



WOODHOUSE PLACE

LOTS 1 & 2, BEING A REPLAT OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

NO ACCESS EASEMENT
SECTION LINE
SECTION CORNER
BOUNDARY LINE
LOT LINE
EXISTING LOT LINE
EASEMENT LINE
STREET DEDICATION
CORNER FOUND



LOCATED IN:
NW 1/4 NE 1/4 SEC. 23-14-11
NE 1/4 SEC. 23-14-11
SW 1/4 NE 1/4 SEC. 23-14-11
SE 1/4 NE 1/4 SEC. 23-14-11

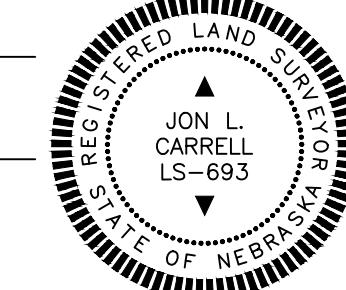
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, AND THAT THIS PLAT MEETS OR EXCEEDS THE "MINIMUM STANDARDS FOR SURVEYS" ADOPTED BY THE NEBRASKA STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. FURTHER, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLES, POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS WOODHOUSE PLACE, LOTS 1 AND 2, BEING A REPLAT OF PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2016 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY OF GILES ROAD; THENCE NORTH 87°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY REGISTER OF DEEDS ON OCTOBER 20, 2014; THENCE NORTH 02°57'48" EAST FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION; THENCE NORTH 02°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION; THENCE SOUTH 84°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET; THENCE SOUTH 151°11'53" EAST FOR 92.18 FEET ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR; THENCE NORTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH 144TH STREET, A SUBDIVISION AS RECORDED AND RECORDED IN THE SAME COUNTY OF NEBRASKA; THENCE SOUTH 87°27'44" WEST FOR 1234.57 FEET ON THE NORTH LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATED AND RECORDED IN SARPY COUNTY, NEBRASKA, EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING. CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

JON L. CARRELL, L.S. 693

DATE



DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS AND AMERICAN NATIONAL BANK, MORTGAGEE OF THE PROPERTY DESCRIBED IN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS HEREIN FOLLOWS: THE SUBDIVISION TO BE HEREBY KNOWN AS WOODHOUSE PLACE, LOTS 1 AND 2, DONE HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AS SHOWN HEREON AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEE, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS, SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES; PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTEE AND TO THE GRANTEE'S HEIRS, ASSIGNS OR ASSIGNEES, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON, AND ON CABLES, FOR THE CARRYING AND TRANSFERRING OF ELECTRICAL CURRENT FOR LIGHT, HEAT, AND POWER AND FOR THE TRANSMISSION OF SIGNALS, BUNDLES OF ALL KINDS, THROUGH THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-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 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATED AND RECORDED. 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 HEREBY GRANTED.

FOR SIGNAGE AND DRAINAGE WE DO HEREBY GRANT THE SIGNAGE AND DRAINAGE EASEMENT SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF ENTRANCE MARKERS AND LANDSCAPING IN FAVOR OF LOT 1.

LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

PAUL CECH (PRINTED TITLE)

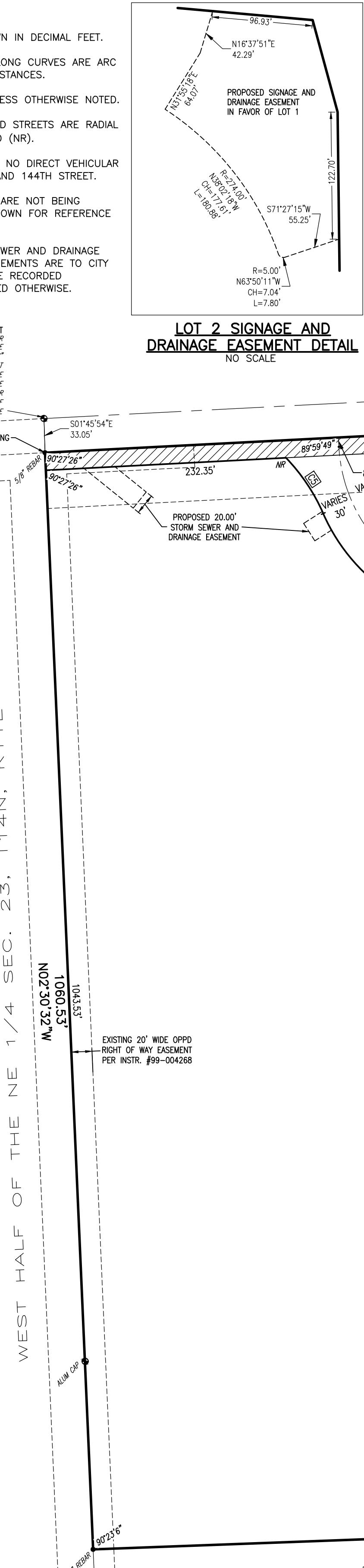
AMERICAN NATIONAL BANK, MORTGAGEE

(PRINTED NAME) SIGNATURE

(PRINTED TITLE)

ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA) SS STATE OF NEBRASKA) SS
COUNTY OF) COUNTY OF)
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
DAY OF 2017, 2017 DAY OF 2017, 2017
BY PAUL CECH, (PRINTED TITLE) OF BY (PRINTED NAME) (PRINTED TITLE) OF
LB SOUTHWEST, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY. AMERICAN NATIONAL BANK ON BEHALF OF SAID BANK.
SIGNATURE OF NOTARY PUBLIC SIGNATURE OF NOTARY PUBLIC



PART OF TAXLOT 4
PART OF THE EAST 1/2, NE 1/4
SEC. 23, T14N, R11E

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

DAY OF 2017.

SARPY COUNTY SURVEYOR/ENGINEER

SARPY COUNTY TREASURER'S CERTIFICATE

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

DAY OF 2017.

SARPY COUNTY TREASURER

APPROVAL OF THE CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

DAY OF 2017.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF WOODHOUSE PLACE, LOTS 1 AND 2 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ON THIS

DAY OF 2017.

IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

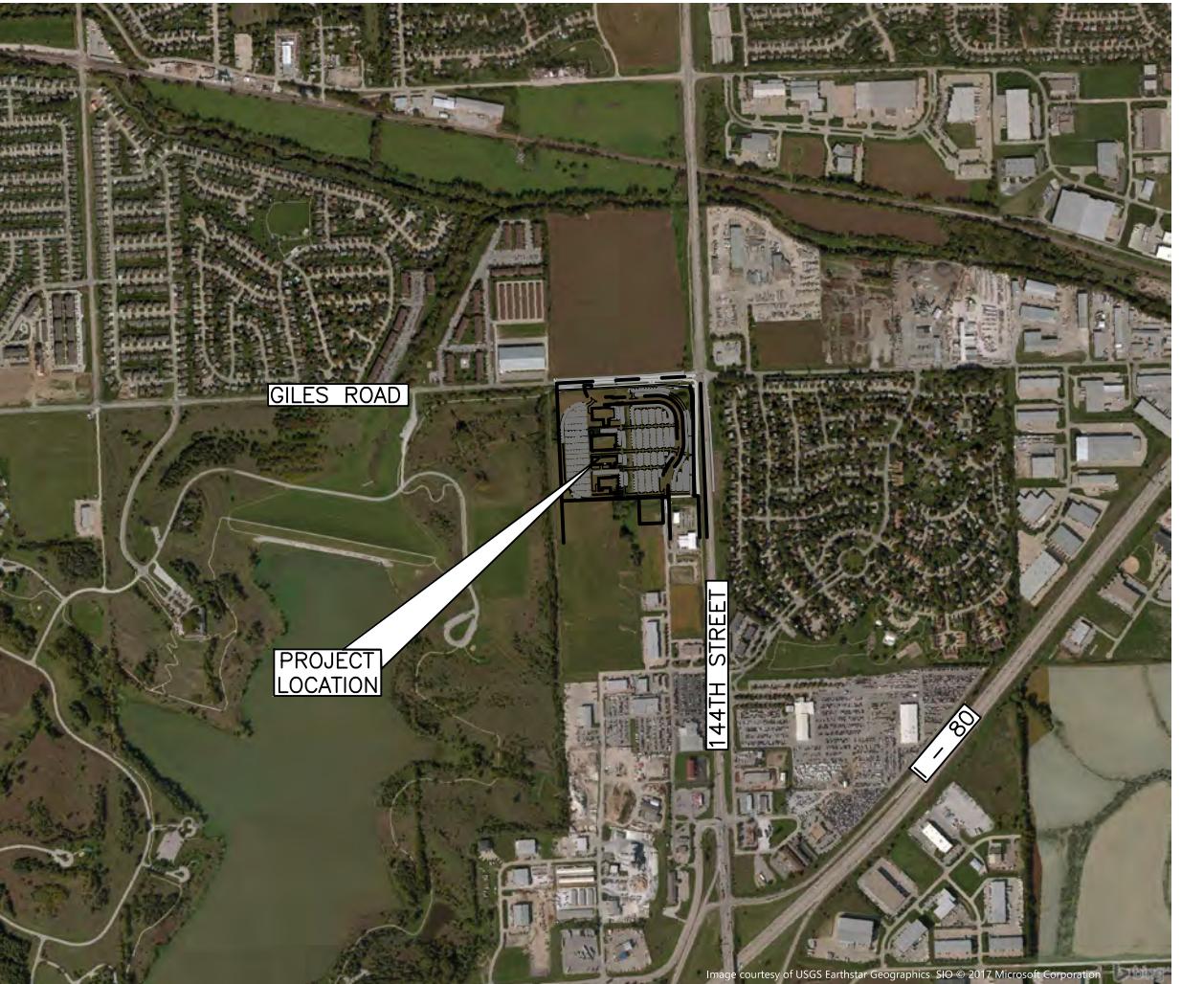
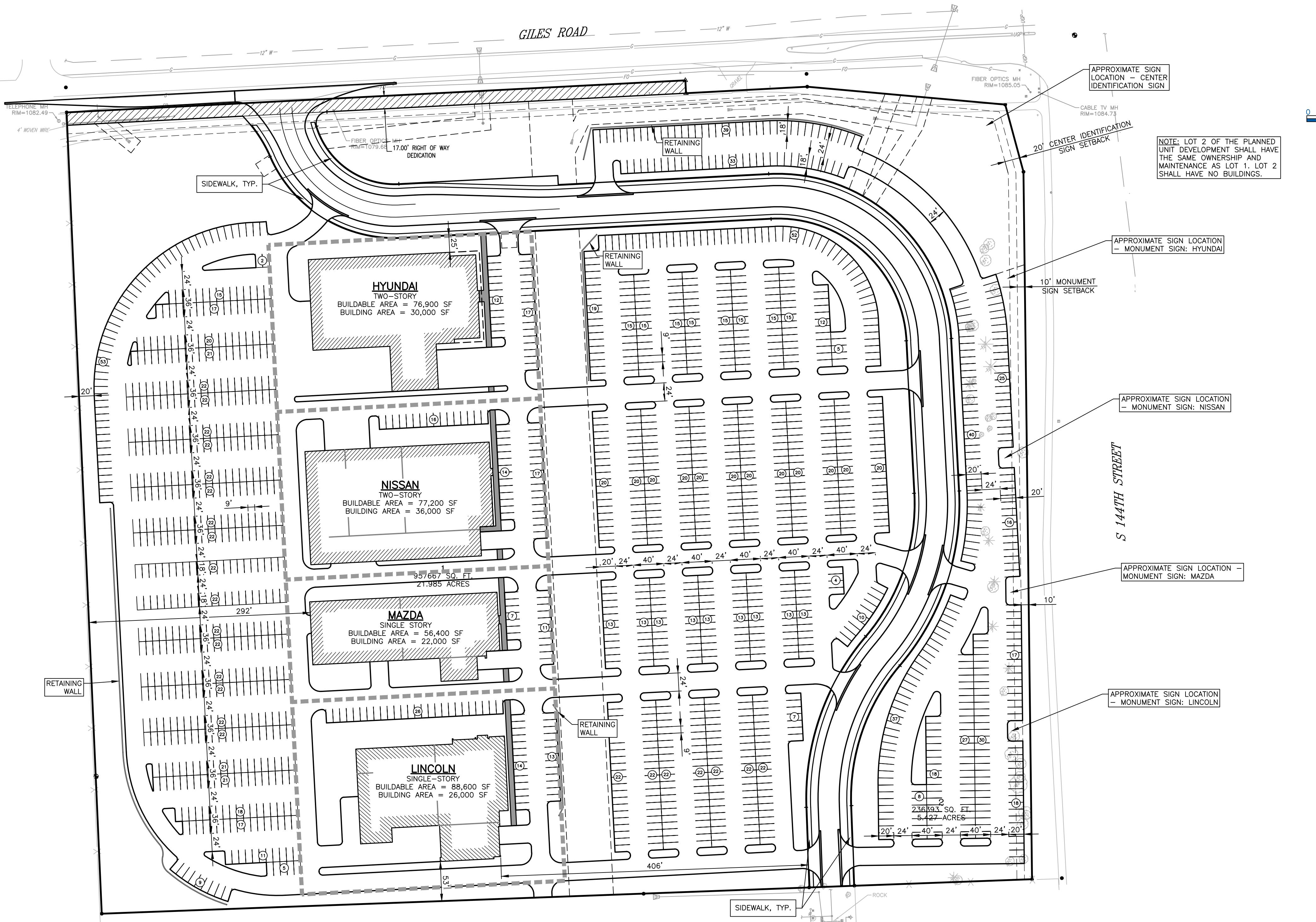
Douglas Kindig, Mayor
Attest:

Pam Buethe, City Clerk

DRAWN BY	J.C.
DESIGNED BY	
DATE	1-3-2017
JOB NUMBER	316565030203
BOOK AND PAGE	402-496-2730 P
PERIODS	144TH STREET
WOODHOUSE PLACE (LOTS 1 AND 2) LA VISTA, SARPY COUNTY, NEBRASKA	
www.LRA-INC.com	
LAMP RYNEARSON & ASSOCIATES	
FINAL PLAT	

Exhibit "C":

Planned Unit Development (PUD)



LEGAL DESCRIPTION: LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4,
PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF
SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST
PLANNED UNIT DEVELOPMENT

ADDRESS 144TH STREET AND GILES ROAD
APPLICANT WOODHOUSE AUTO FAMILY - PAUL CECH
PHONE NUMBER 402-660-2317
USE TYPE: AUTO SALES AND SERVICE

ONING: C-3 W/ GATEWAY CORRIDOR DISTRICT OVERLAY (SEE SECTION 5.12)

[] PERMITTED USE
[X] CONDITIONAL USE
[] SPECIAL USE

ITE REGULATORS (SEE SECTION 5.12.06):

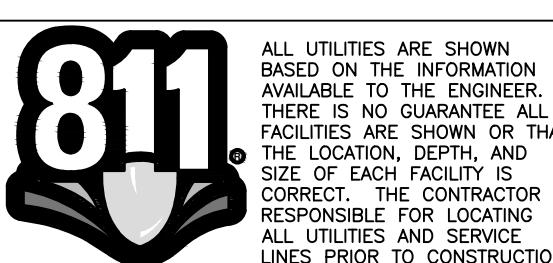
	<u>ALLOWED</u>	<u>PROPOSED (LOT 1)</u>	<u>PROPOSED (LOT 2)</u>
1. SITE AREA	10,000 SF	957,667 SF	236,393 SF
2. MINIMUM WIDTH	NO REQUIREMENT	N/A	N/A
3. GROSS FLOOR AREA (TOTAL FINISHED)	NO REQUIREMENT	299,100 SF MAX	N/A
4. FAR (C/A)	NO REQUIREMENT	0.31	N/A
5. SETBACK			
FRONT YARD	25 FEET	25 FEET	N/A
STREET SIDE YARD	15 FEET	406 FEET	N/A
INTERIOR SIDE YARD	15 FEET	292 FEET	N/A
REAR YARD	15 FEET	53 FEET	N/A
HEIGHT	90 FEET MAXIMUM	90 FEET MAX	N/A
6. BUILDING COVER (%)	60%	31% MAX	N/A
7. IMPERVIOUS COVER (%)	NO REQUIREMENT	80%	N/A
PARKING REQUIREMENTS (SEE SECTION 7.06)	1 STALL/500 SF OF FLOOR AREA = 228	1,468 STALLS	308 STALLS
ACCESSIBLE PARKING (SFF SECTION 7.08)	7 STALLS	7 STALLS MIN	N/A

PARKING LANDSCAPE REQUIREMENTS (SEE SECTION 7.17.03):

STANDARD REQUIREMENTS (SEE SECTION 7.1.1.5)			
STREET SIDE YARD	10 FEET	10 FEET	10 FEET
INTERIOR SIDE YARD	10 FEET	20 FEET	10 FEET
INTERIOR LANDSCAPING	10/SF PER STALL	14.690 SF MIN	3.170 SF MIN

LEGEND

PLANNED UNIT DEVELOPMENT SITE PLAN	
PROPERTY LINE	1100'-
SANITARY SEWER	1100'-
STORM SEWER	PC CURB AND GUTTER
F0	RETAINING WALL
G	PC CONCRETE SIDEWALK
W	PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
UGP	UNDERGROUND POWER
OHP	OVERHEAD POWER
T	BUILDING
CA	TELEPHONE
	(15) PARKING STALL COUNT
CA	CABLE TELEVISION
	MANHOLE
	CURB INLET
	GRATE INLET
	HOODED GRATE INLET
	HYDRANT
	WATER HYDRANT
	GAS MANHOLE
	LIGHT POLE
LAMP RYNEARSON - ENGINEERS	
PRELIMINARY	
NOT RELEASED FOR CONSTRUCTION	
SHEET	
1 OF 1	

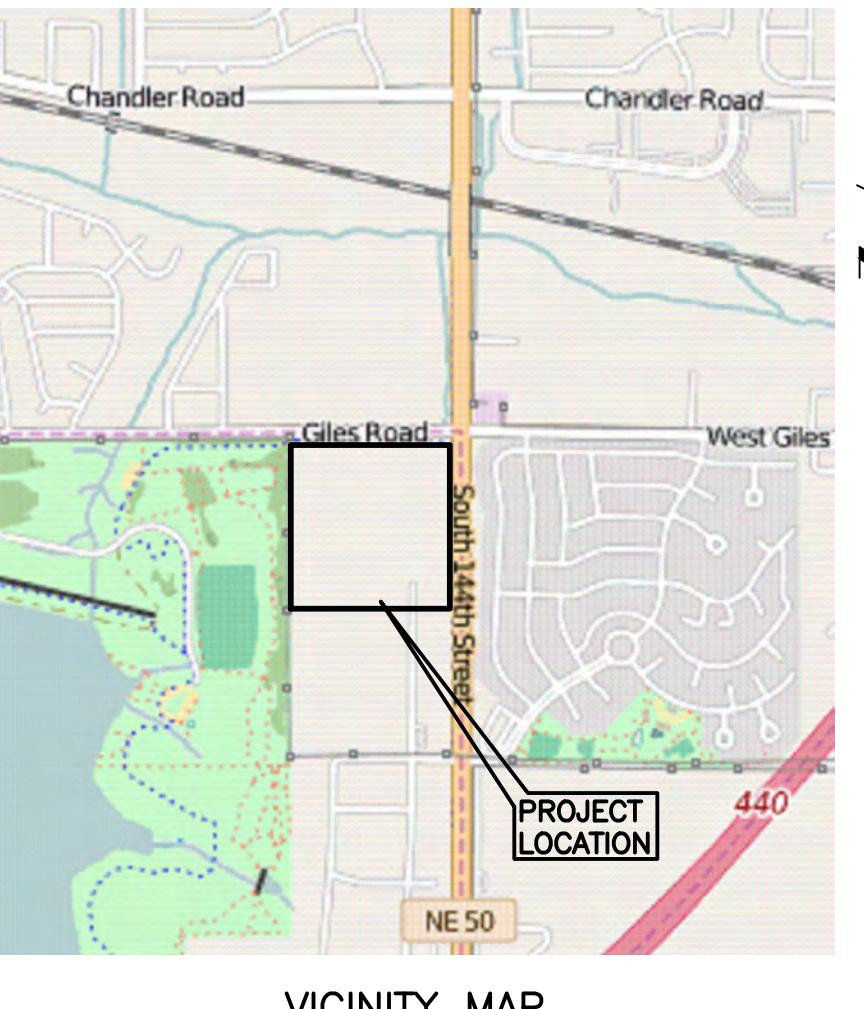
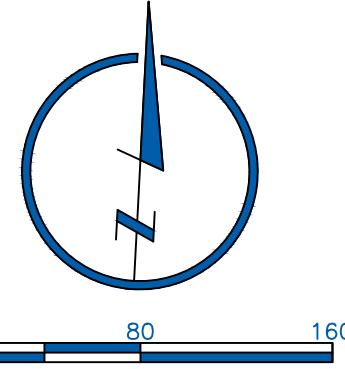
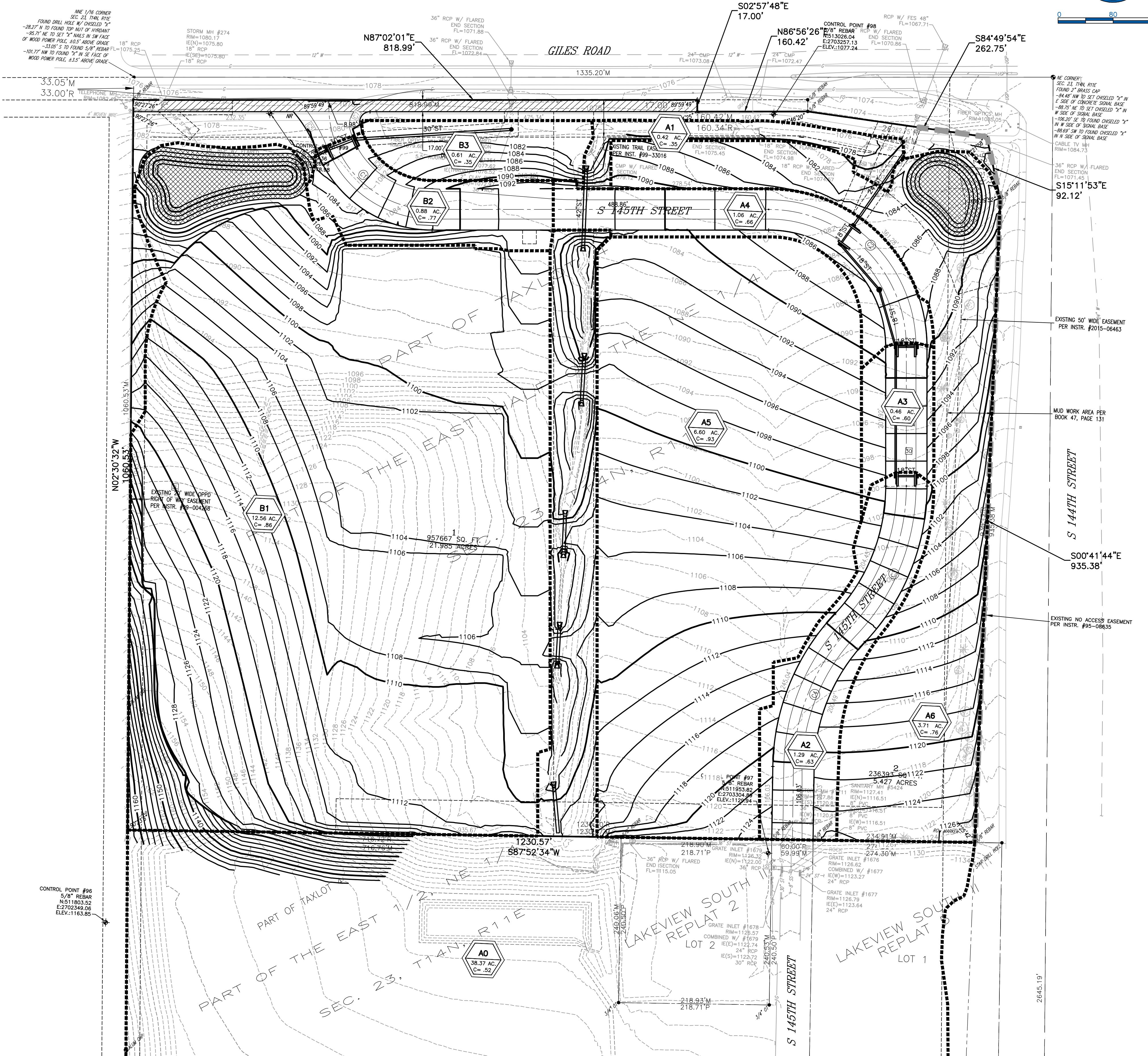


LINES PRIOR
Know what's **below**.
Call before you dig.

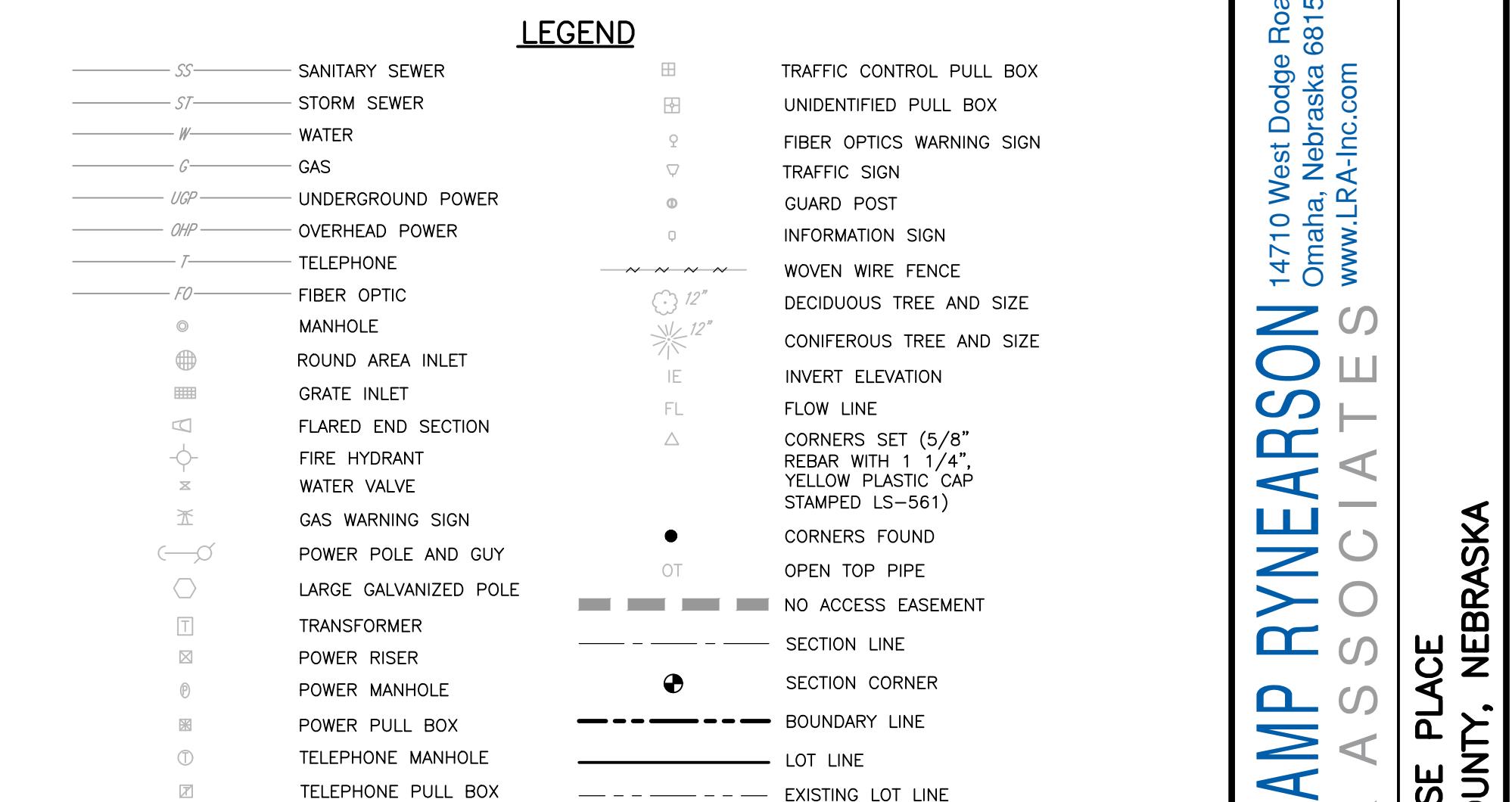
Exhibit "D": Post Construction Storm Water Management Plan

WOODHOUSE PLACE

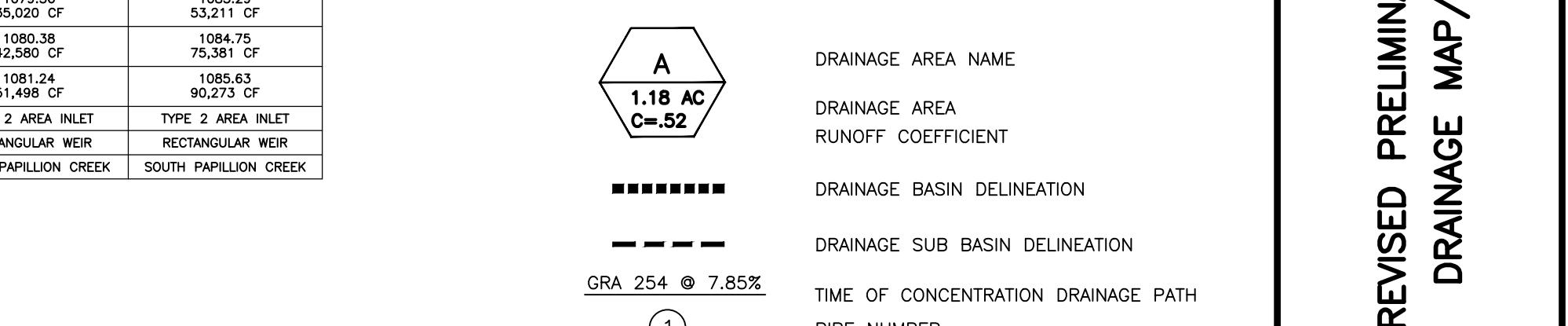
LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



VICINITY MAP



STORMWATER DETENTION/WATER QUALITY POND TABLE		
BASIN INFORMATION	BASIN A AT INLET A6	BASIN B THRU B3
DRAINAGE AREA (AC)	13.54	14.05
RUNOFF COEFFICIENT	0.80	0.83
$\frac{1}{2}$ WATER QUALITY VOLUME REQUIRED (CF)	24,575	25,500
TOTAL POND VOLUME (CF)	59,708	97,039
POND TOP	1082	1086
POND BOTTOM	1074	1078
2 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1079.56	1083.29
3 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1080.35	1082.11 CF
50 YEAR STORM MAXIMUM WATER ELEV / MAX VOLUME	1081.24	1084.75
RELEASE STRUCTURE	TYPE 2 AREA INLET	TYPE 2 AREA INLET
OVERFLOW	RECTANGULAR WEIR	RECTANGULAR WEIR
RECEIVING BODY OF WATER	SOUTH PAPILLON CREEK	SOUTH PAPILLON CREEK



REVISED PRELIMINARY PLAT
DRAINAGE MAP/PCSMP

LAMP RYNEARSON & ASSOCIATES

WOODHOUSE PLACE
SARPY COUNTY, NEBRASKA

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

1 OF 1

DRAWN BY: RUK
DESIGNED BY: RV
DATE: 01-25-2017
JOB NUMBER: 101650
BOOK AND PAGE: 102

PERMISSIONS
14710 West Dodge Road, Suite 100 402-496-2498 P
14710 West Dodge Road, Nebraska 68154-2027 402-496-2730 F
www.LRA-INC.com

Exhibit “E”

**Post-Construction Storm Water Management Plan
Maintenance Agreement**

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, _____ (hereinafter referred to as Property Owner) recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development located at _____ in the zoning jurisdiction of the City of La Vista , Sarpy County, Nebraska; and,

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

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

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

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

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

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

5. The Property Owner its administrators, executors, successors, heirs, tenants or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent or intentional acts during such entry upon the property.

The City or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the City. Failure to pay the City or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City to maintain or repair the facility or facilities, and the City shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the City.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.

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

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

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

Name of Individual, Partnership and/or Corporation

Name

Title

Signature

ACKNOWLEDGMENT

State _____)

County _____)

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

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

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

Notary Public

Notary Seal

Exhibit “A”
Insert Real Property Depiction

Exhibit “B”

Insert BMP Maintenance Requirements

Name & Location

Project Name: _____
Address: _____
PCWP Project Number: _____
PCSMP Project Number: _____

Site Data

Total Site Area: _____
Total Disturbed Area: _____
Total Undisturbed Area: _____
Impervious Area Before Construction: _____
Impervious Area After Construction: _____

BMP Information

BMP ID	TYPE OF BMP	Northing/Easting

Routine Maintenance and Tasks Schedule

Dry Detention Basin/Pond Maintenance Tasks and Schedules

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

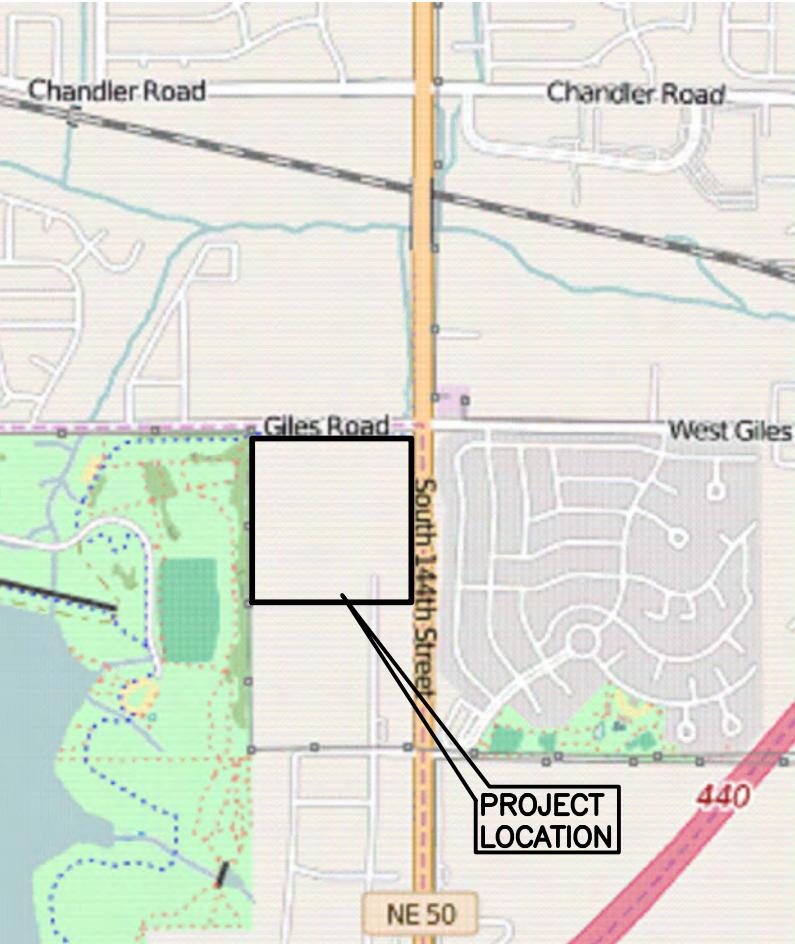
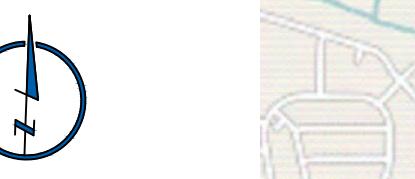
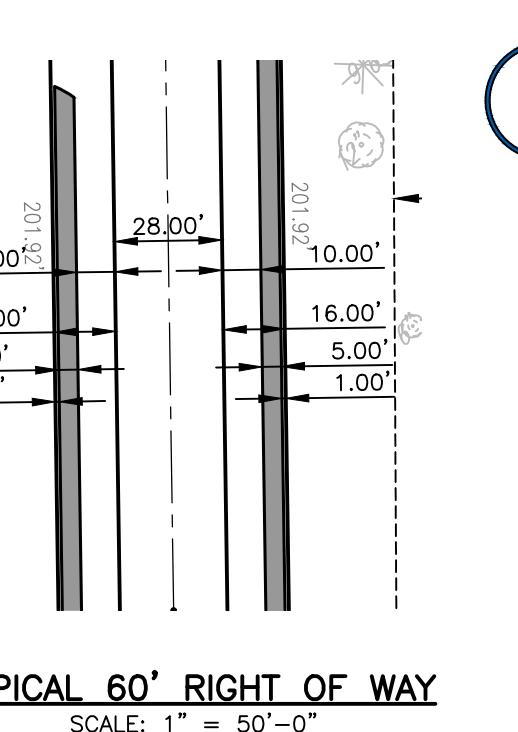
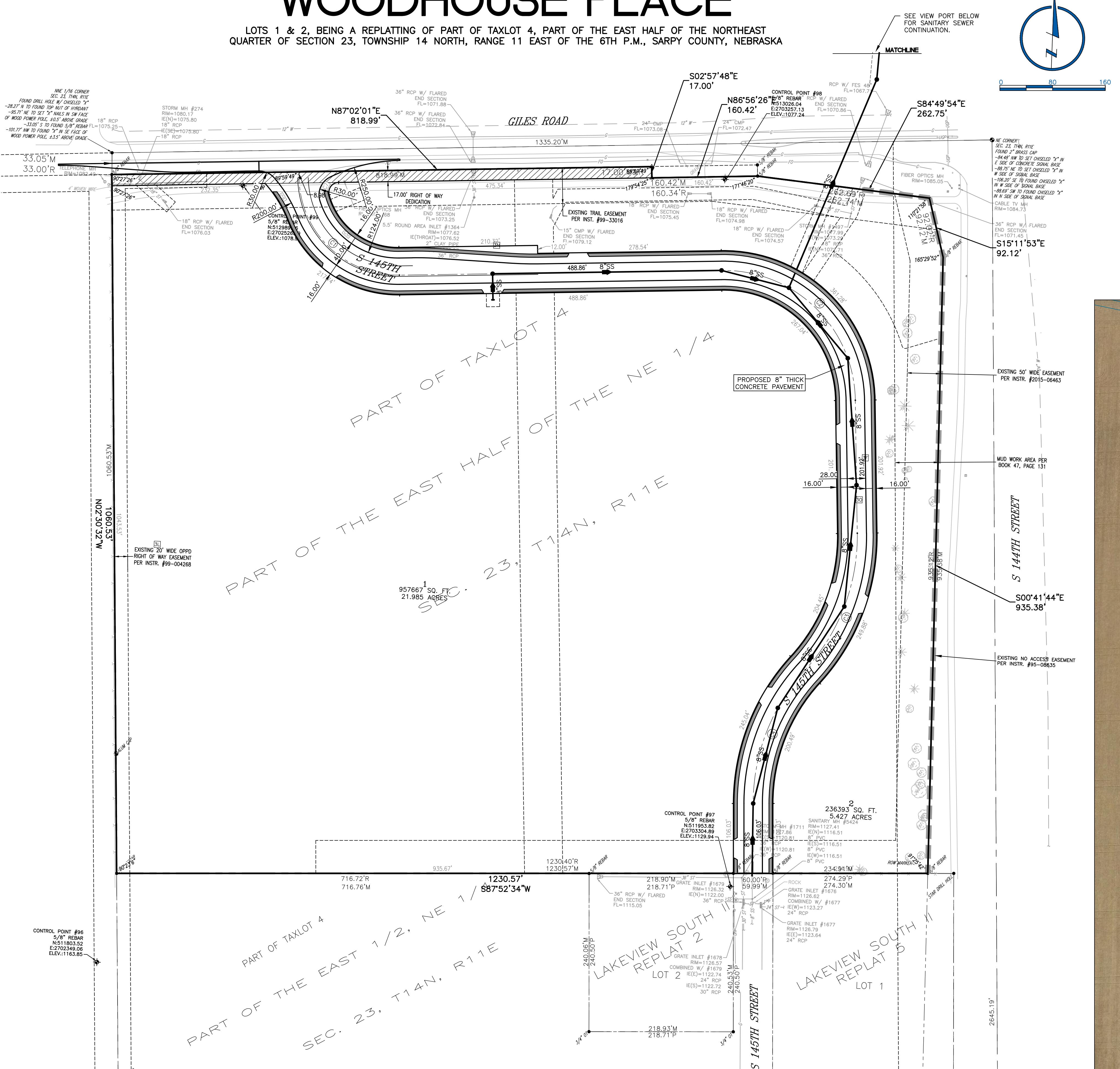
Inspection Reports should be completed and kept on file with the Inspector and at the store location. Reports should be kept for a minimum of five years.

Exhibit “F”

Public Paving Plan

WOODHOUSE PLACE

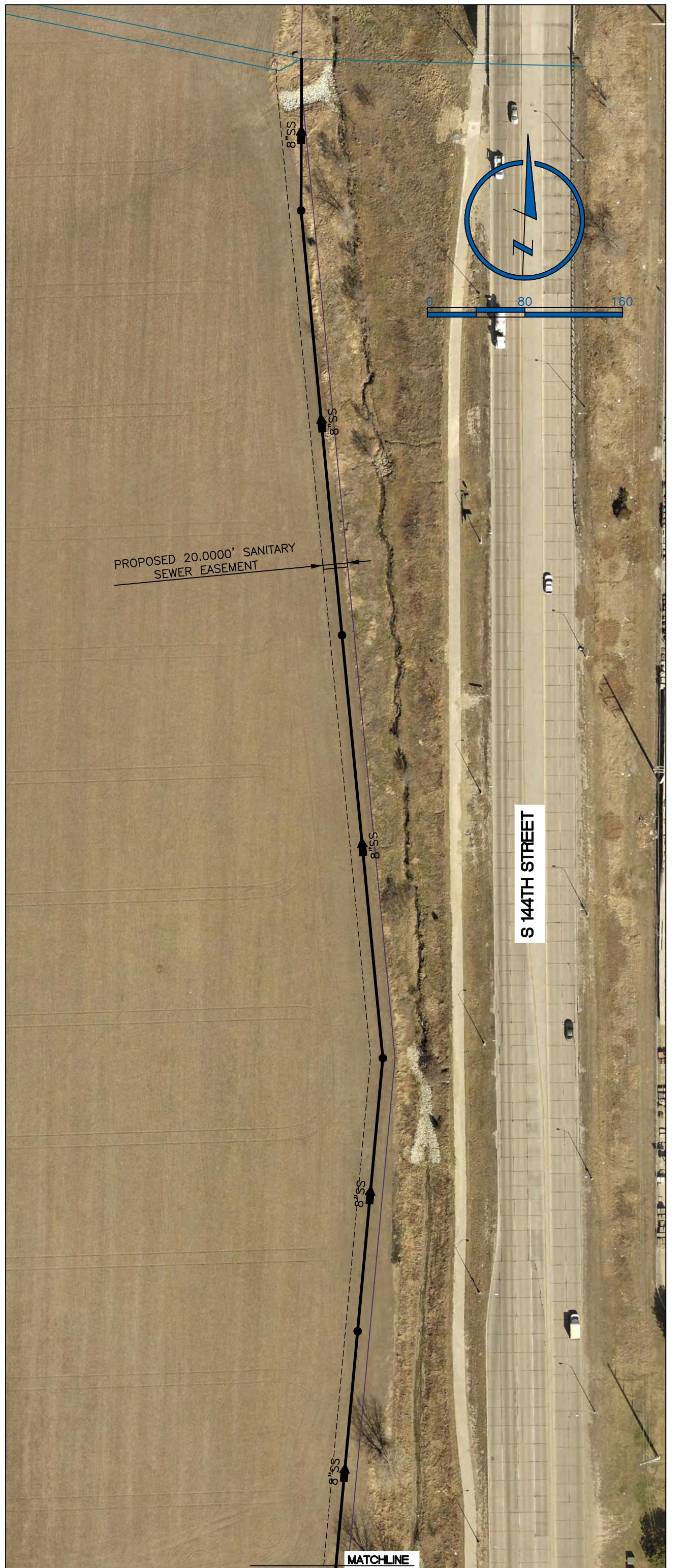
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VICINITY MAP

LEGEND

- SS SANITARY SEWER
- ST STORM SEWER
- W WATER
- G GAS
- UOP UNDERGROUND POWER
- OPP OVERHEAD POWER
- T TELEPHONE
- FO FIBER OPTIC
- M MANHOLE
- RA INLET
- GRATE INLET
- FL EN SECTION
- REBAR END SECTION
- HYDRANT FIRE HYDRANT
- VALVE WATER VALVE
- GW SIGN GAS WARNING SIGN
- PP POWER POLE AND GUY
- LG LARGE GALVANIZED POLE
- TR TRANSFORMER
- PR POWER RISER
- PM POWER MANHOLE
- PPB POWER PULL BOX
- TM TELEPHONE MANHOLE
- TPB TELEPHONE PULL BOX
- TCPB TRAFFIC CONTROL PULL BOX
- UPB UNIDENTIFIED PULL BOX
- FOWS FIBER OPTICS WARNING SIGN
- TS TRAFFIC SIGN
- GP GUARD POST
- IS INFORMATION SIGN
- WWF WOVEN WIRE FENCE
- DT DECIDUOUS TREE AND SIZE
- CT CONIFEROUS TREE AND SIZE
- IE INVERT ELEVATION
- FL FLOW LINE
- CR CORNERS SET (5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS-561)
- CF CORNERS FOUND
- OT OPEN TOP PIPE
- NAE NO ACCESS EASEMENT
- SL SECTION LINE
- SC SECTION CORNER
- BL BOUNDARY LINE
- LL LOT LINE
- EL EXISTING LOT LINE
- ELINE EASEMENT LINE
- PP8 PROPOSED 8" PAVEMENT
- PSW PROPOSED SIDEWALK
- PS PROPOSED SANITARY SEWER
- PM PROPOSED MANHOLE



WOODHOUSE PLACE

14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027

www.LRA-Inc.com

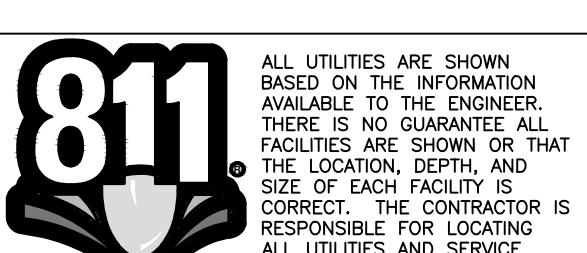
REVISED PRELIMINARY PLAT
PAVING AND SANITARY SEWER EXHIBIT

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

1



Know what's below.
Call before you dig.

DRAFT

WOODHOUSE PLACE
SEWER CONNECTION AGREEMENT
(Sanitary Sewer System)

THIS AGREEMENT ("Agreement"), made and entered into in La Vista, Nebraska, on this ____ day of _____, 2017, by and between the City of La Vista, a Municipal corporation in the State of Nebraska (hereinafter referred to as "City"), and LB Southwest, LLC, a Nebraska limited liability company authorized to do business in Nebraska its successors and assigns (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 Lots 1-2, Woodhouse Place, as depicted 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 into the Sarpy Industrial Sewer ("Industrial Sewer") within City's Future Growth Area ("City's FGA") within the meaning of the Nebraska County Industrial Sewer Construction Act (Neb.Rev.Stat. _23-3601, et seq.); and

WHEREAS, City is the authorized agent to issue permits for connection to the Sarpy Industrial Sewer within City's FGA and to collect sewer connection fee for such connections on behalf of Sarpy County; and

WHEREAS, Sarpy County is to be a third party beneficiary of the agreements herein.

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

1

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 public sanitary sewer located in Woodhouse Place subject to the conditions of an agreement with Sarpy County.

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.

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 – Woodhouse Place

Exhibit "B": Sanitary Sewer Exhibit

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

LB Southwest, L.L.C.,
A Nebraska limited liability company

By: _____

_____ It's Authorized Agent

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.
)

On this _____ day of _____, 2017, 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 LV Southwest, L.L.C., a Nebraska limited liability company, and the identical person
whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to
be his voluntary act and deed, and the voluntary act and deed of said company

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

Notary Public

EXHIBIT "A"

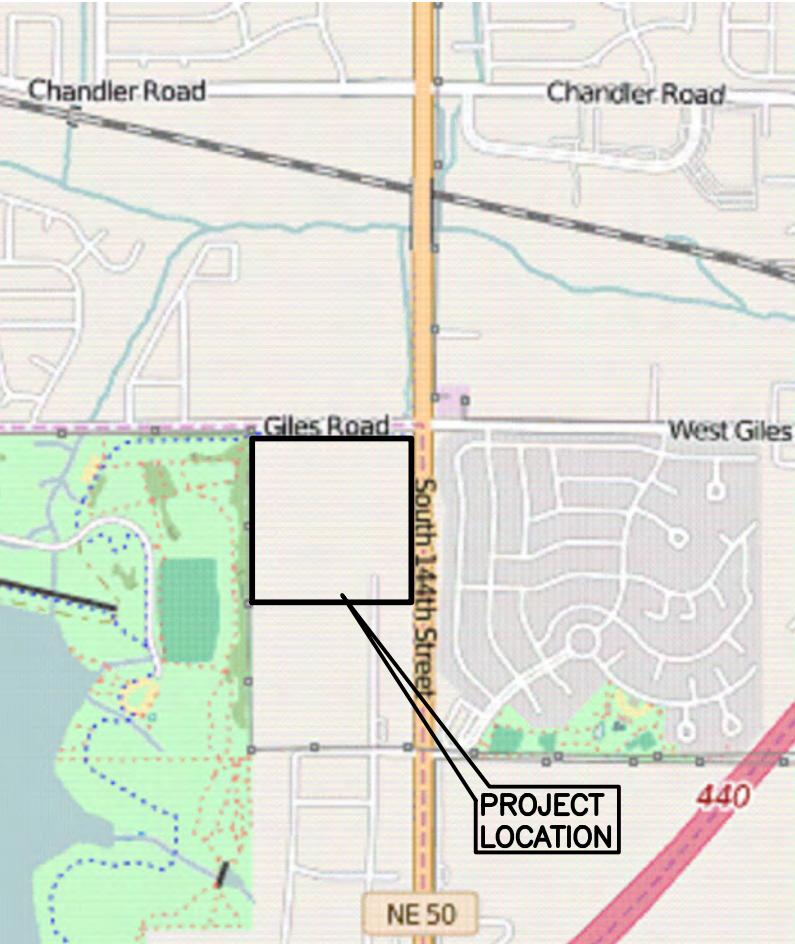
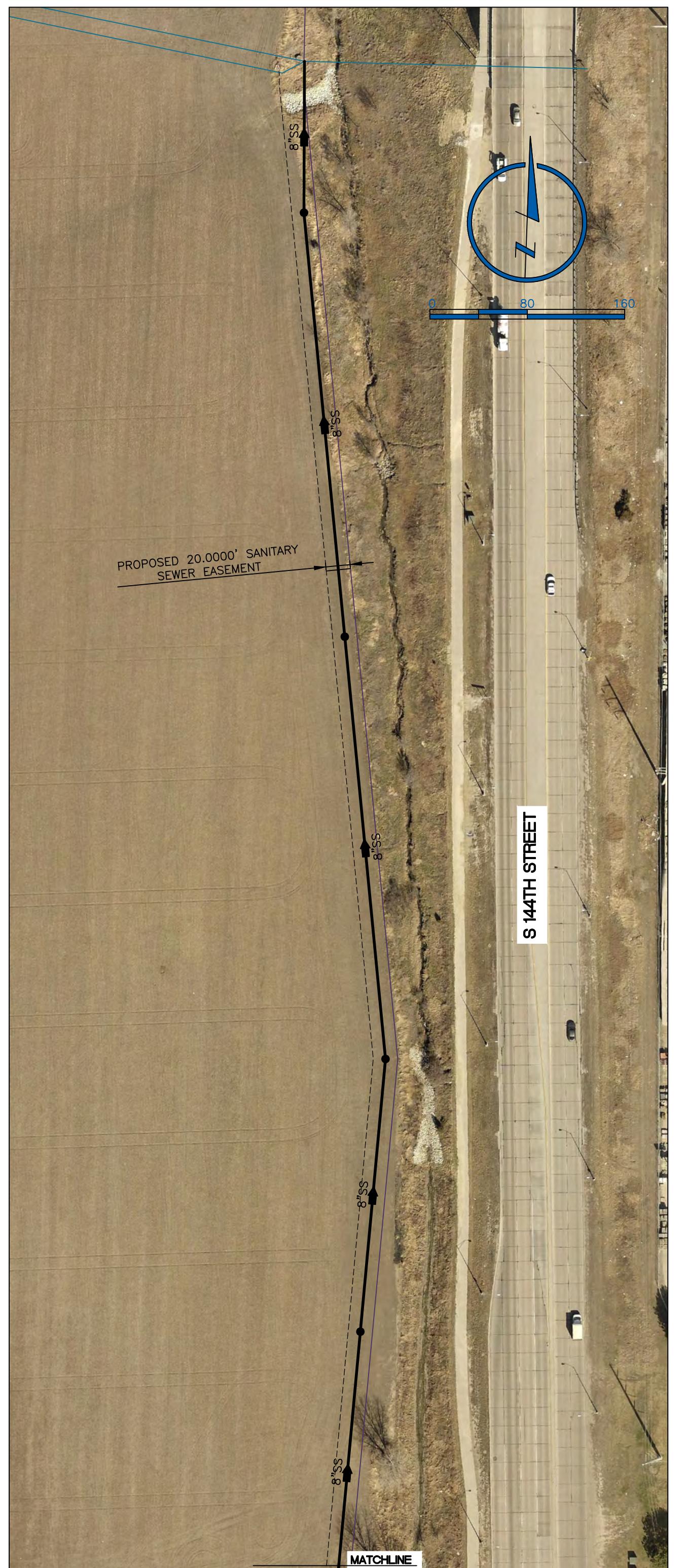
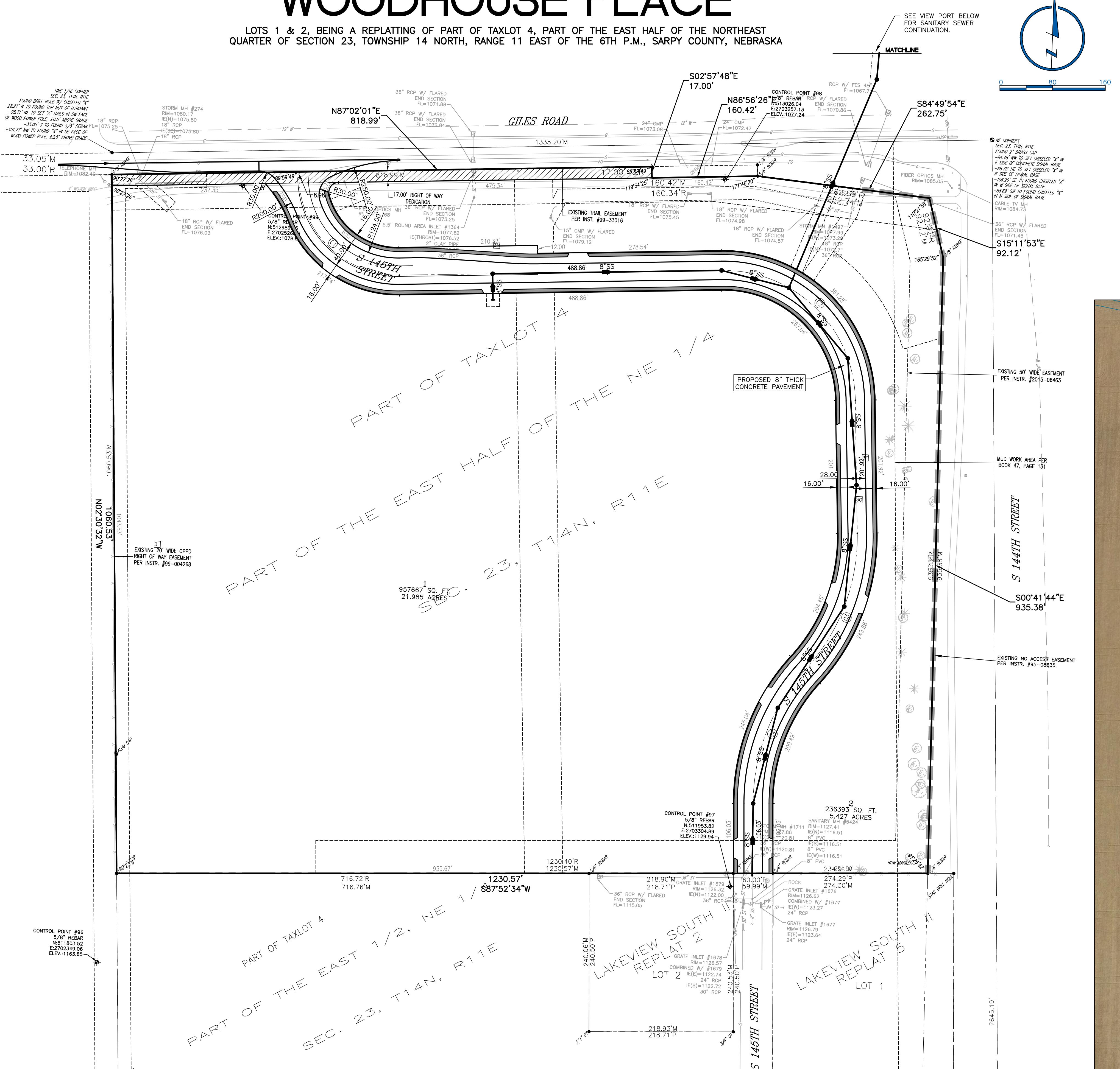
EXHIBIT "B"

Exhibit "H"

Sanitary Sewer Plan

WOODHOUSE PLACE

LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4, PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



DRAWN BY	RV
DESIGNED BY	
DATE	01-03-2017
JOB NUMBER	101650-01-002
BOOK AND PAGE	
PERSONS	
VICINITY MAP	
LEGEND	
 LAMP RYNEARSON & ASSOCIATES 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027 www.LRA-Inc.com	
WOODHOUSE PLACE SARPY COUNTY, NEBRASKA	
REVISED PRELIMINARY PLAT PAVING AND SANITARY SEWER EXHIBIT	
PRELIMINARY	
NOT RELEASED FOR CONSTRUCTION	
SHEET	
1 OF 1	

Exhibit "I"

Cost Estimate

ORDER OF MAGNITUDE COST ESTIMATE

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	Developer Cost	Reimbursable
SANITARY SEWER						
Outfall & Interior	3,090	LF	\$320,200.00	\$390,700.00	\$240,700.00	\$150,000.00
Connection Fees	27.41	AC	\$334,200.00	\$334,200.00	\$334,200.00	\$0.00
(includes \$5,500/ac fee at platting and \$6,690/ac fee at time of building permit. Reimbursables will be negotiated with Sarpy County)						
STORM SEWER						
Watershed Management Fee	1,035	LF	\$154,100.00	\$194,200.00	\$194,200.00	\$0.00
(includes \$4,609/acre fee at time of building permit)						
PAVING						
Minor	6,500	SY	\$377,700.00	\$532,900.00	\$532,900.00	\$0.00
Major	450	SY	\$85,000.00	\$107,900.00	\$107,900.00	\$0.00
SIDEWALKS						
	16,320	SF	\$97,900.00	\$118,500.00	\$118,500.00	\$0.00
WATER						
Interior	1	LS	\$295,100.00	\$309,800.00	\$309,800.00	\$0.00
Off-Site	1	LS	\$36,900.00	\$38,800.00	\$38,800.00	\$0.00
POWER						
	27.41	AC	\$98,100.00	\$107,900.00	\$107,900.00	\$0.00
UTILITY RELOCATION						
			\$0.00	\$0.00	\$0.00	\$0.00
Total			\$1,925,500.00	\$2,261,200.00	\$2,111,200.00	\$150,000.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. The Planned Unit Development plan for Woodhouse Place (the "Woodhouse PUD") is hereby adopted for the following described real estate, to wit:

LEGAL DESCRIPTION

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The Woodhouse PUD is hereby adopted to provide for the development of planned automotive dealerships that will service not only the City, but also the surrounding market area. The regulations contained in this Ordinance will facilitate development in a planned, orderly fashion so as to protect the public health, safety, and general welfare. All grading, installation of infrastructure, development and build out shall be in strict accordance with the provisions of this Ordinance, except as shall be amended by the City Council in the required manner. The underlying commercial zoning district regulations shall continue to be applicable, except as provided for in this Ordinance and the attached exhibits.

Section 3. 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. "Automotive Sales" shall mean shall mean the storage and display for sale or lease, and the actual sale or lease, of new or used motor vehicles, or any type of trailer (provided the trailer is unoccupied) at any one time, and where repair or body work is incidental to the operation of the new or used motor vehicle sales or leasing operations. Automobile sales shall includes all motor vehicle retail sales and leases including cars, SUV's, trucks, vans, recreational vehicles, boats, motorcycles or other similar motorized transportation vehicles.
- B. "Developer" shall mean LB Southwest, LLC, their successors and assigns.
- C. "Gateway Corridor District" or "La Vista Gateway Corridor District" shall mean the City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.

- D. "Open Space" shall mean anything on the site except buildings, parking lot and vehicular circulation, generally pervious, but may include well landscaped pedestrian places, pools, pool decks and roof gardens.
- E. "Woodhouse PUD" shall mean the planned unit development that is subject to this Ordinance, as developed and approved, that outlines certain provisions for the development of the Subdivision and its uses. Such plan shall consist of the final plat, design guidelines, landscaping, etc.
- F. "Plat" or "the Plat," shall mean the final plat of the Subdivision approved by the City Council or an administrative plat approved by staff.
- G. "Woodhouse Place Design Guidelines" shall mean the specific guidelines jointly developed, agreed to and amended by Developer and City for the Subdivision for the purpose, among others, of creating cohesiveness and ensure quality of materials, aesthetics and maintenance upon which all tenants and owners can rely and to ensure view continuity and creation of a sense of place through the use of common elements of site and architecture. A copy of the Woodhouse Place Design Guidelines is attached to this Woodhouse PUD as Exhibit "C".
- H. "Subdivision" shall mean the 30.67 acres of land described in Exhibit "A" hereto, to be known as "Woodhouse Place."

Section 4. Parcel Identification Map

Attached hereto and made a part of Woodhouse PUD for parcel delineation is the Parcel Identification Map for the Woodhouse PUD marked as Exhibit "B".

Section 5. Conceptual Site Plan

A conceptual site plan for each parcel shall be submitted to the City for approval prior to any lot development within said parcel.

Section 6. Building Design Guidelines and Criteria

A copy of the Woodhouse Place Design Guidelines in the form approved and amended by the City is attached to this Woodhouse PUD as Exhibit "C". All applications shall adhere to requirements of the approved Woodhouse PUD and Design Guidelines. Prior to issuance of a building permit, the City, Developer and the applicant shall have mutually agreed upon a specific design plan that complies with such criteria. The Woodhouse Place Design Guidelines shall take the place of Appendix A, B, and C of the City's Commercial Building Design Guide and Criteria dated September 17, 2013.

Section 7. Conditions

All uses within the Subdivision shall adhere to the underlying zoning district except as herein provided.

A. General Conditions

In addition, the following general site plan criteria shall be integrated into and made part of the Woodhouse PUD.

- i. All subdivisions, public streets, public street rights-of-way and general development shall adhere to the standards and design criteria set forth in the La Vista Subdivision Regulations and the most current design standards adopted by the City of La Vista pertaining thereto unless otherwise stated within this Woodhouse PUD and Woodhouse Place Design Guidelines.
- ii. Unless otherwise specified herein, the development of the Woodhouse PUD shall comply with the applicable La Vista Zoning District Regulations or any other applicable City Codes.

B. Land Use Design Criteria

Unless provided otherwise in this Woodhouse PUD, all general use regulations, performance standards and provisions set forth in the La Vista Zoning Ordinance for the appropriate commercial zoning district shall apply to any development within Lots 1 and 2. The negative elements of such uses as loading docks, heating, ventilation, or air conditioning (HVAC) units, or similar electrical or mechanical appurtenances shall be designed to be screened and buffered from view by the general public through the use of architectural features or earth berthing and landscaping.

- i. The intent of the design and layout of Lots 1 and 2, Woodhouse Place is to develop the site for motor vehicle sale and lease uses, with service and repair as an accessory use.
 - a. Building Height. Permitted building heights shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
 - b. Building Setback. Building setbacks shall be the same as those listed in the C-3 Highway Commercial / Office Park District regulations unless otherwise approved by the City Council as part of a PUD Plan.
 - c. Landscaping. Landscaping along Highway 50 (South 144th Street) and Giles Road and throughout the Subdivision shall be consistent with the PUD Site Plan map set, Exhibit "B" and the Woodhouse Place Design Guidelines, Exhibit "C". A complete and detailed landscape plan is required prior to building permit approval to assure compliance with the vision of Woodhouse Place and its approved guidelines.
 - d. Signage. All signs identifying the project may be permitted with approval of a sign permit based upon the adopted sign regulations except as modified herein.

C. Woodhouse Place Design Guidelines

The Woodhouse Place Design Guidelines take the place of Gateway Corridor District Design Guideline dated September 17, 2013.

D. Access and Off-Street Parking

- i. Access. Driveways shall be located so that no undue interference with the free movement of road traffic will result, to provide the required sight distance, and to provide the most-favorable driveway grade. Access points within the development shall be limited to what is shown on the final plat and subdivision agreement. Any deviation from this shall require the approval of the City.
- ii. Off-Street Parking. Parking on lots in Lots 1 and 2 should be provided based on the aggregate ratio of one (1) off-street parking spaces per five hundred (500) square feet of gross floor area of improvements constructed on each lot, separate from those spaces dedicated to automotive sales inventory, unless off-site/public parking is utilized with approval of the city.

E. Signage

All signs may be permitted with approval of a sign permit based upon the adopted sign regulations, except as modified herein. To the extent that the provisions of Woodhouse PUD conflict with or are more restrictive than similar provisions provided in the La Vista Zoning Ordinance, the provisions of the Woodhouse PUD shall control.

This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage regulations applicable thereto. See the PUD Site Plan map set, Exhibit "B", for proposed site signage approximate locations.

- i. Center Identification Signs. Free standing buildings on Lot 1 may be allowed to advertise on one Center Identification Sign as depicted on Lot 2 of the PUD Site Plan.
- ii. Monument Signs. Free-standing buildings on Lot 1 may be allowed to advertise on Monument Signs as depicted on Lot 2 of the PUD Site Plan. The overall development shall be limited to no more than four monument signs, one for each building located on Lot 1 as depicted on the PUD Site Plan.
- iii. Incidental On-Site Directional Signs. Incidental On-Site Directional Signs, such as signs indicating exits, loading areas and parking areas, shall be consistent in design and color, or incorporate aesthetic features compatible with the architecture of the building, and shall not exceed six (6) square feet of sign area per sign.

Section 8. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 9. That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS ____th DAY OF MARCH 2017.

CITY OF LA VISTA

ATTEST:

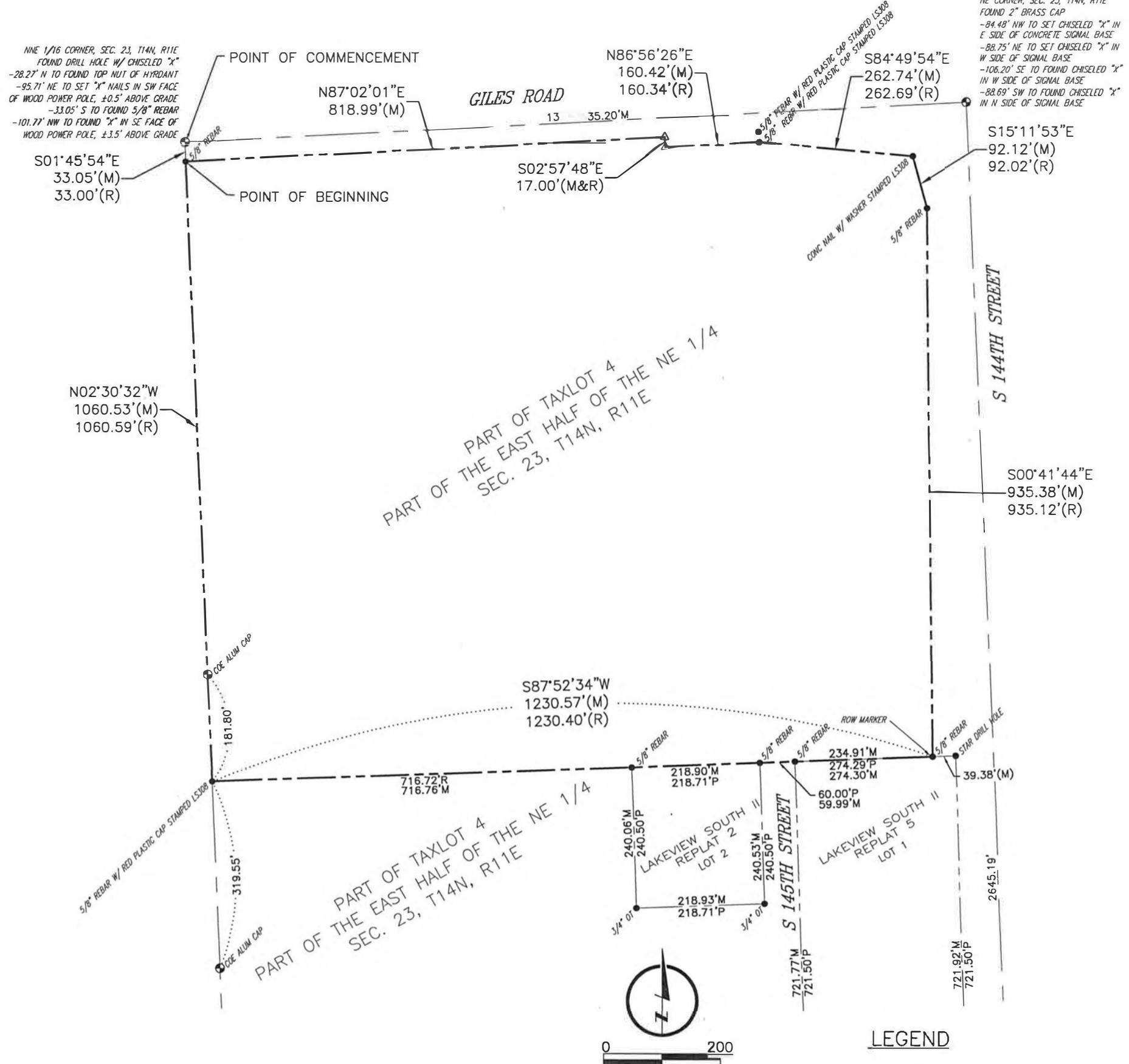
Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A

Lots 1 and 2, Woodhouse Place located in the N ½, NE ¼, Section 23, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska.

LAND SURVEYOR'S CERTIFICATE



LEGAL DESCRIPTION

PART OF TAXLOT 4 (FOUR) LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT A DRILL HOLE WITH CHISELED "X" AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 01°45'54" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83 2016 EPOCH) FOR 33.05 FEET ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER SAID SECTION 23, TO A 5/8" REBAR IN THE SOUTH RIGHT OF WAY OF GILES ROAD;

THENCE NORTH 87°02'01" EAST FOR 818.99 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE NORTHWEST CORNER OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN WARRANTY DEED INSTRUMENT NUMBER 2015-25778 RECORDED WITH THE SARPY COUNTY REGISTER OF DEEDS ON OCTOBER 20, 2014;

THENCE SOUTH 02°57'48" EAST FOR 17 FEET TO A 5/8" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED LS 561 AT THE SOUTHWEST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE NORTH 86°56'26" EAST FOR 160.42 FEET TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 AT THE SOUTHEAST CORNER OF SAID RIGHT OF WAY ACQUISITION;

THENCE SOUTH 84°49'54" EAST FOR 262.75 FEET ON SAID SOUTH RIGHT OF WAY LINE TO A CONCRETE NAIL WITH WASHER STAMPED LS 308 IN THE WEST RIGHT OF WAY LINE OF 144TH STREET;

THENCE SOUTH 15°11'53" EAST FOR 92.12 FEET TO A 5/8" REBAR;

THENCE SOUTH 00°41'44" EAST FOR 935.38 FEET CONTINUING ON SAID WEST RIGHT OF WAY LINE TO A 5/8" REBAR IN THE NORTH LINE OF LOT 1, LAKEVIEW SOUTH 2, REPLAT 5, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;

THENCE SOUTH 87°52'34" WEST FOR 1230.57 FEET ON THE NORTH LINE OF SAID LOT 1, AND ALSO LOT 2, LAKEVIEW SOUTH 2, REPLAT 2, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA EXTENDED WEST TO THE WEST LINE OF SAID TAXLOT FOUR (4), TO A 5/8" REBAR WITH 1 1/4" RED PLASTIC CAP STAMPED LS 308 IN THE WEST LINE OF SAID TAXLOT 4, ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 02°30'32" WEST FOR 1060.53 FEET TO THE POINT OF BEGINNING.

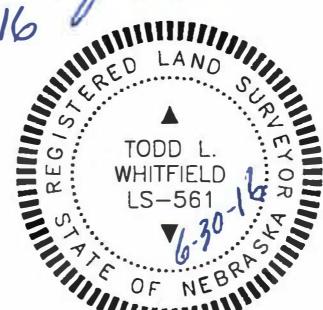
CONTAINS 1,320,338 SQUARE FEET OR 30.311 ACRES AS FIELD MEASURED.

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Todd L. Whitfield

DATE OF SIGNATURE: 6-30-2016



LAMP RYNEARSON
& ASSOCIATES

DRAWN BY
RER

DESIGNED BY
TLW

REVIEWED BY
PROJECT - TASK NUMBER

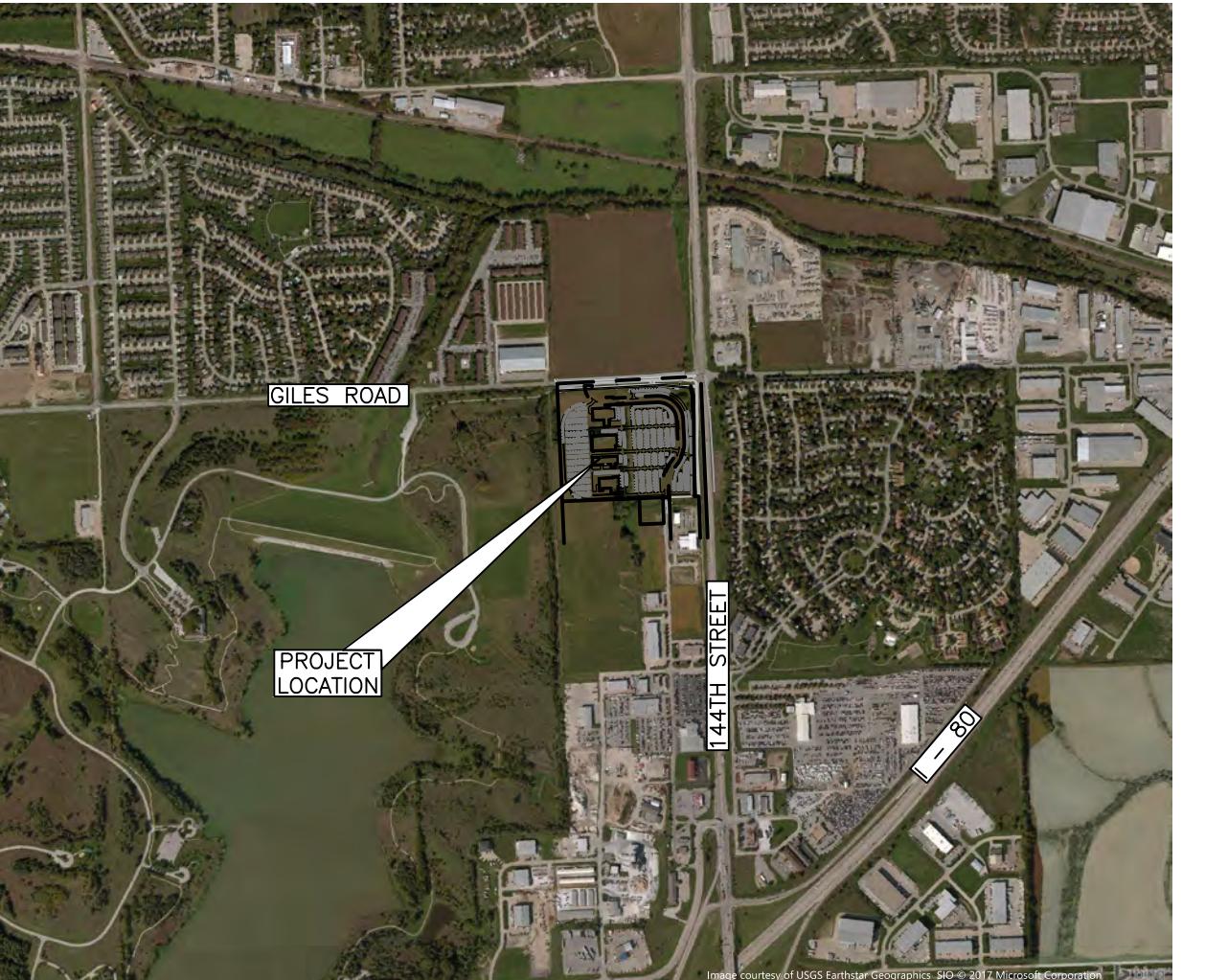
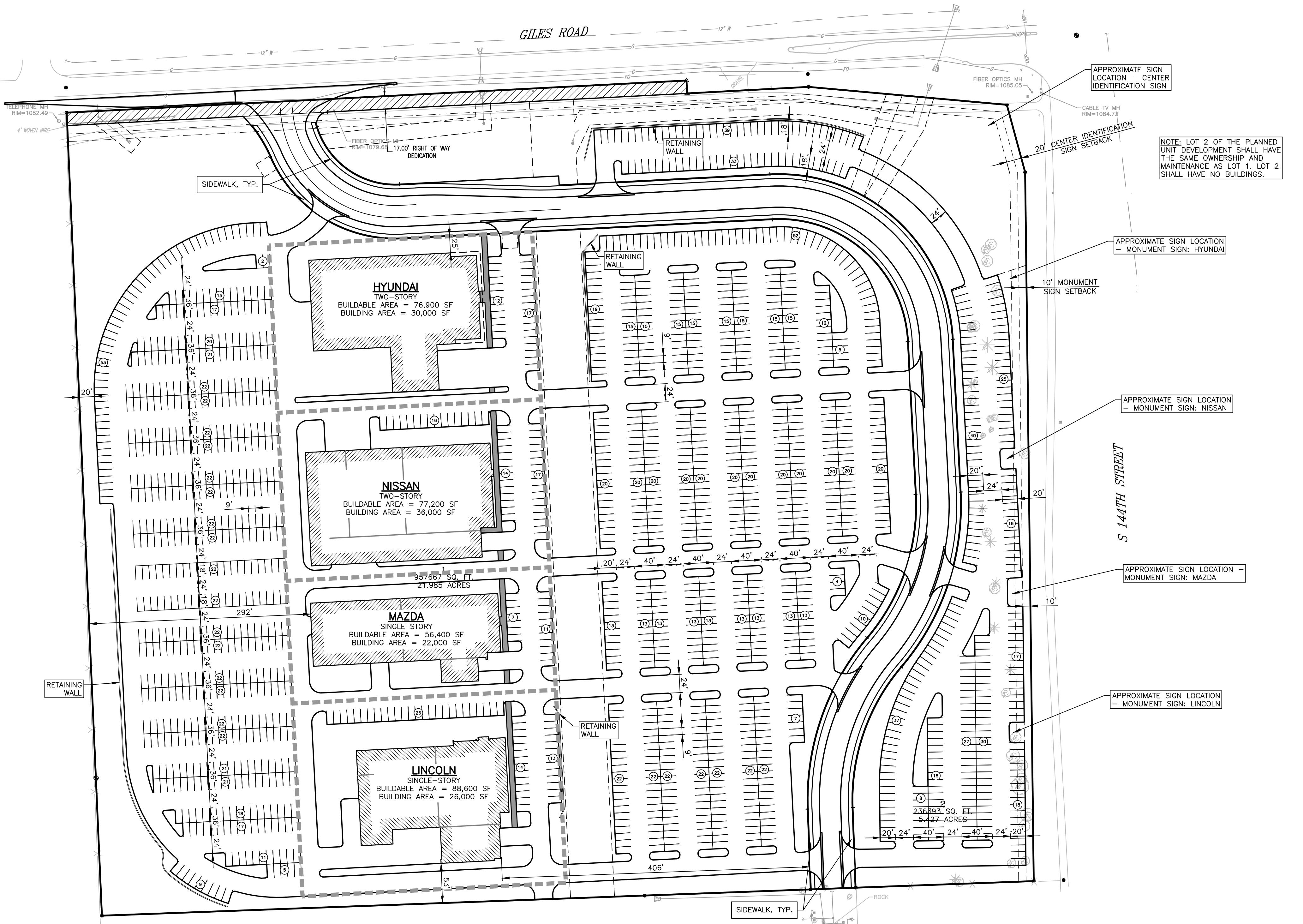
0116050

DATE
6/29/16

BOOK AND PAGE

REVISIONS

EXHIBIT B



LEGAL DESCRIPTION: LOTS 1 & 2, BEING A REPLATTING OF PART OF TAXLOT 4,
PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF
SECTION 23, TOWNSHIP 14, NORTH, RANGE 11, EAST

ADDRESS 144TH STREET AND GILES ROAD
APPLICANT WOODHOUSE AUTO FAMILY - PAUL CECH
PHONE NUMBER 402-660-2317
USE TYPE: AUTO SALES AND SERVICE

ONING: C-3 W/ GATEWAY CORRIDOR DISTRICT OVERLAY (SEE SECTION 5.12)

[]	PERMITTED USE
[X]	CONDITIONAL USE
[]	SPECIAL USE

ITE REGULATORS (SEE SECTION 5.12.06):

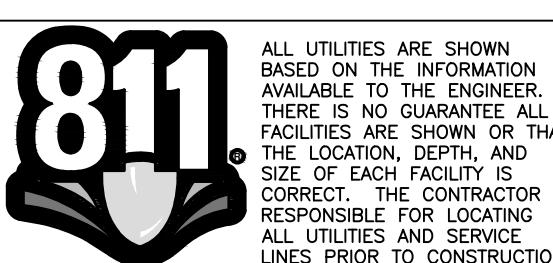
	<u>ALLOWED</u>	<u>PROPOSED (LOT 1)</u>	<u>PROPOSED (LOT 2)</u>
1. SITE AREA	10,000 SF	957,667 SF	236,393 SF
2. MINIMUM WIDTH	NO REQUIREMENT	N/A	N/A
3. GROSS FLOOR AREA (TOTAL FINISHED)	NO REQUIREMENT	299,100 SF MAX	N/A
4. FAR (C/A)	NO REQUIREMENT	0.31	N/A
5. SETBACK			
FRONT YARD	25 FEET	25 FEET	N/A
STREET SIDE YARD	15 FEET	406 FEET	N/A
INTERIOR SIDE YARD	15 FEET	292 FEET	N/A
REAR YARD	15 FEET	53 FEET	N/A
HEIGHT	90 FEET MAXIMUM	90 FEET MAX	N/A
6. BUILDING COVER (%)	60%	31% MAX	N/A
7. IMPERVIOUS COVER (%)	NO REQUIREMENT	80%	N/A
PARKING REQUIREMENTS (SEE SECTION 7.06)	1 STALL/500 SF OF FLOOR AREA = 228	1,468 STALLS	308 STALLS
ACCESSIBLE PARKING (SFF SECTION 7.08)	7 STALLS	7 STALLS MIN	N/A

PARKING LANDSCAPE REQUIREMENTS (SEE SECTION 7.17.03):

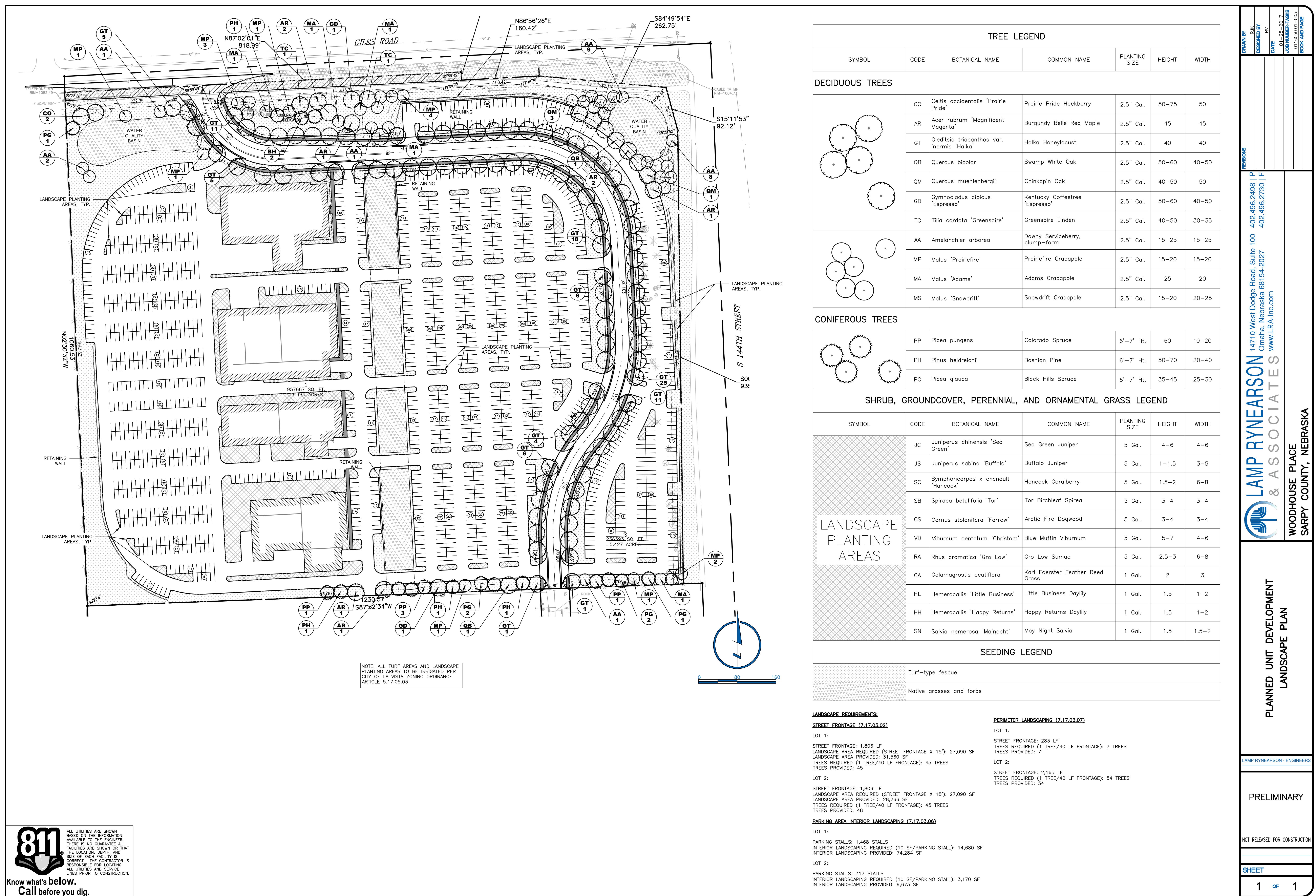
STREET SIDE YARD	10 FEET	10 FEET	10 FEET
INTERIOR SIDE YARD	10 FEET	20 FEET	10 FEET
INTERIOR LANDSCAPING	10 SF PER STALL	14,690 SF MIN	3,170 SF MIN

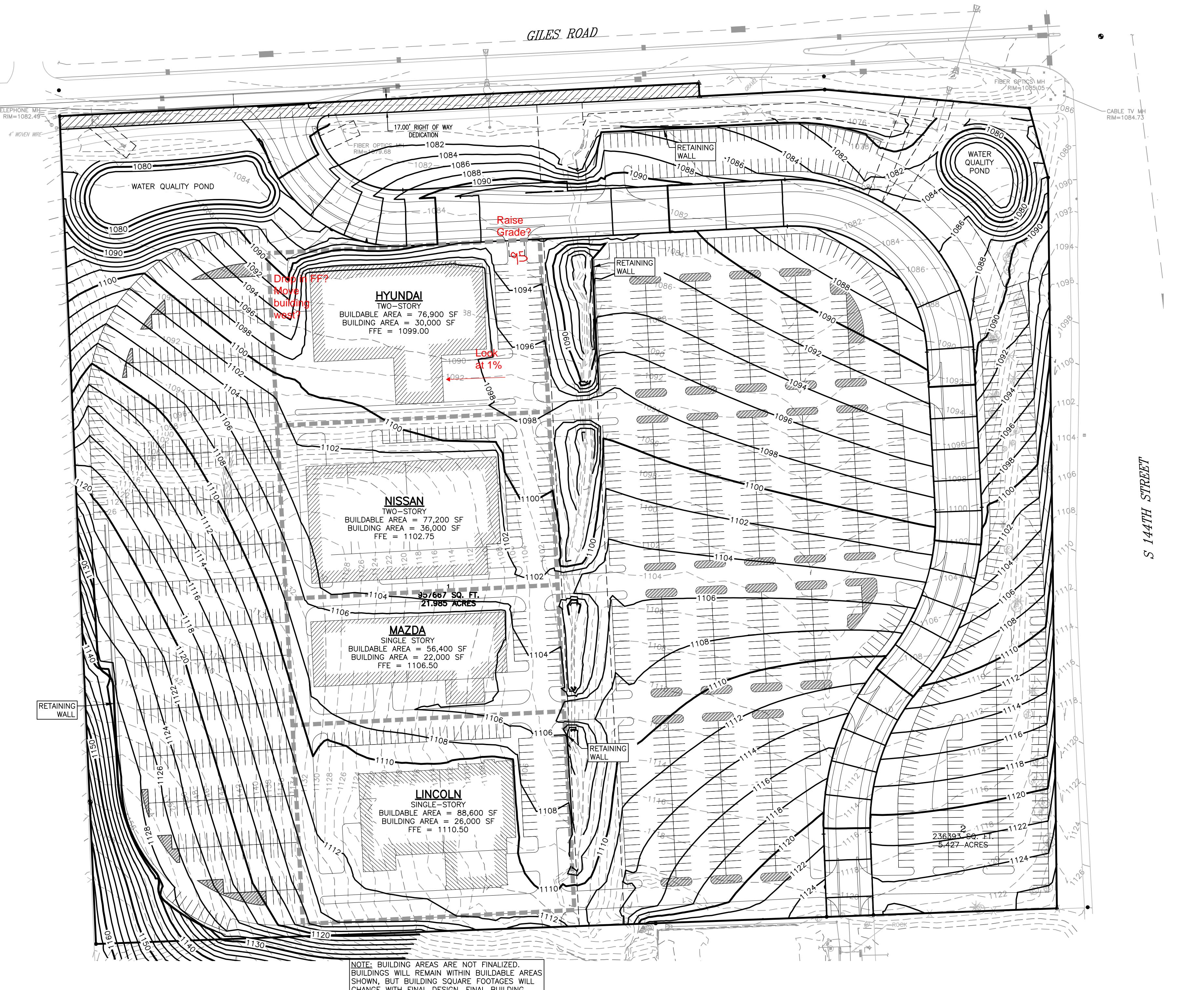
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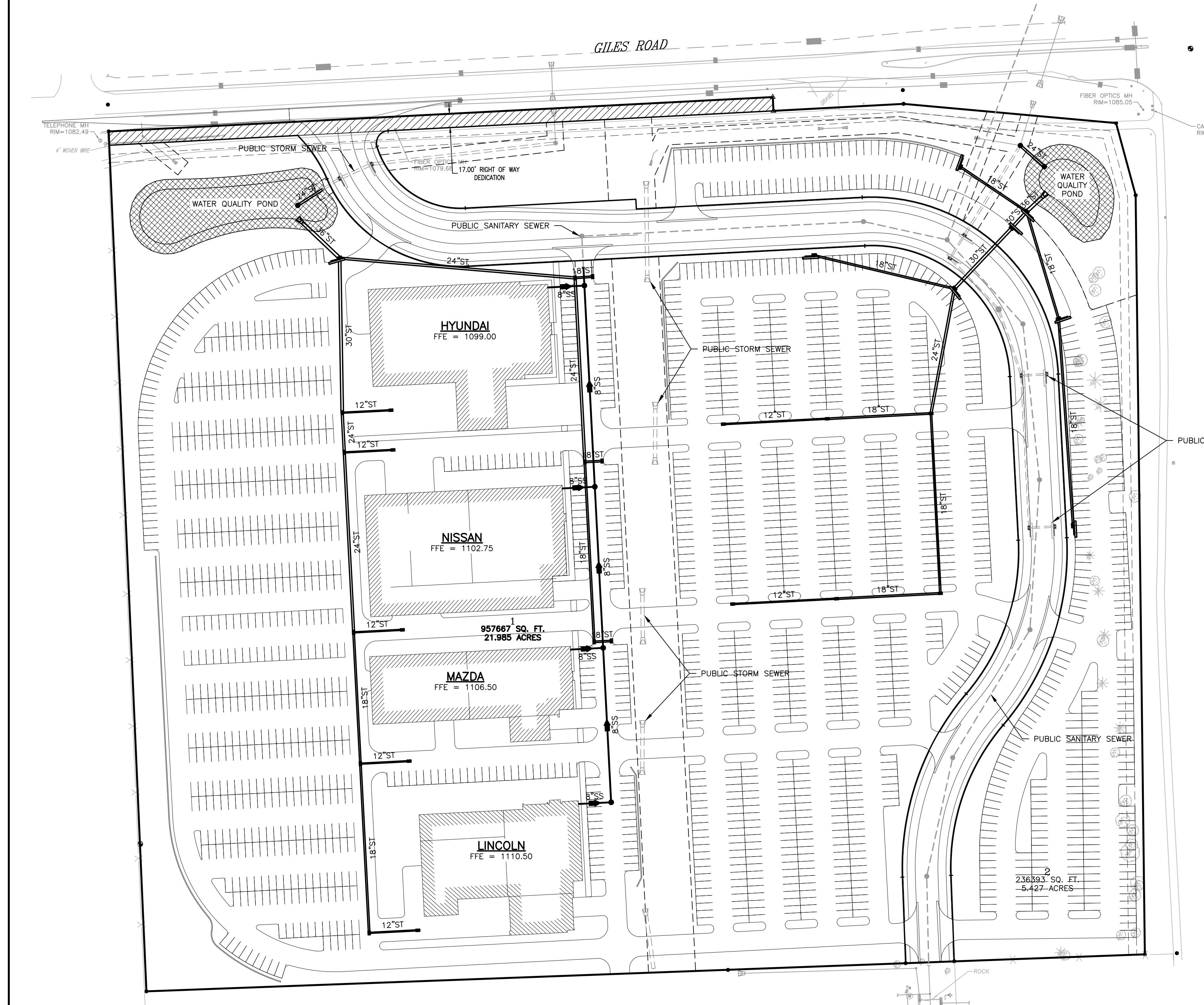
PLANNED UNIT DEVELOPMENT SITE PLAN	
PROPERTY LINE	PROPOSED CONTOUR
SANITARY SEWER	EXISTING CONTOUR
STORM SEWER	PC CURB AND GUTTER
FIBER OPTIC	RETAINING WALL
GAS	PC CONCRETE SIDEWALK
WATER	PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
UNDERGROUND POWER	BUILDING
OVERHEAD POWER	(15) PARKING STALL COUNT
TELEPHONE	
CABLE TELEVISION	BUILDABLE AREA
MANHOLE	
CURB INLET	
GRATE INLET	
HOODED GRATE INLET	
HYDRANT	
WATER HYDRANT	NOT RELEASED FOR CONSTRUCTION
GAS MANHOLE	
LIGHT POLE	
PRELIMINARY	
SHEET	



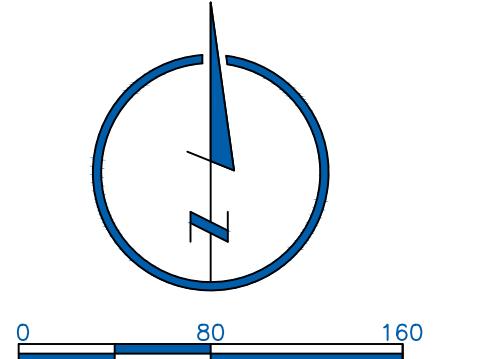
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**Know what's below.
Call before you dig.**



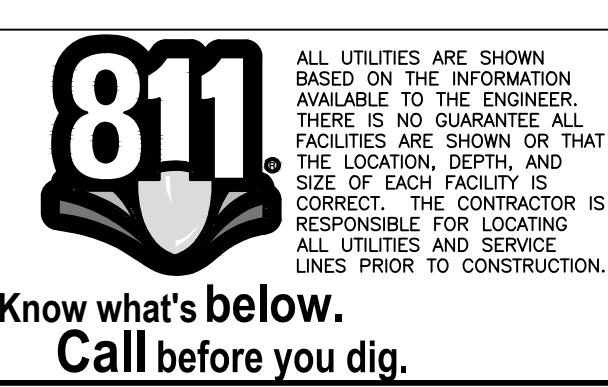




S 144TH STREET



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Know what's below.
Call before you dig.

LEGEND	
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—SS	SANITARY SEWER
—ST	STORM SEWER
—FO	FIBER OPTIC
—G	GAS
—W	WATER
—UOP	UNDERGROUND POWER
—OHP	OVERHEAD POWER
—T	TELEPHONE
—CTV	CABLE TELEVISION
(15)	PARKING STALL COUNT
—	BUILDABLE AREA
○	MANHOLE
— 8"SS	PROPOSED SANITARY SEWER
— 18"ST	PROPOSED STORM SEWER
—	PROPOSED MANHOLE
—	PROPOSED F.E.S.
—	PROPOSED CURB INLET (BY OTHERS)
—	PROPOSED WATER QUALITY POND
—	BUILDING
—	PC CURB AND GUTTER
—	RETAINING WALL
—	PC CONCRETE SIDEWALK
—	PC CONCRETE PAVEMENT WITH INTEGRAL CURB AND GUTTER
—	WATER HYDRANT
—	GAS MANHOLE
—	LIGHT POLE

PLANNED UNIT DEVELOPMENT
UTILITY PLAN

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SHEET

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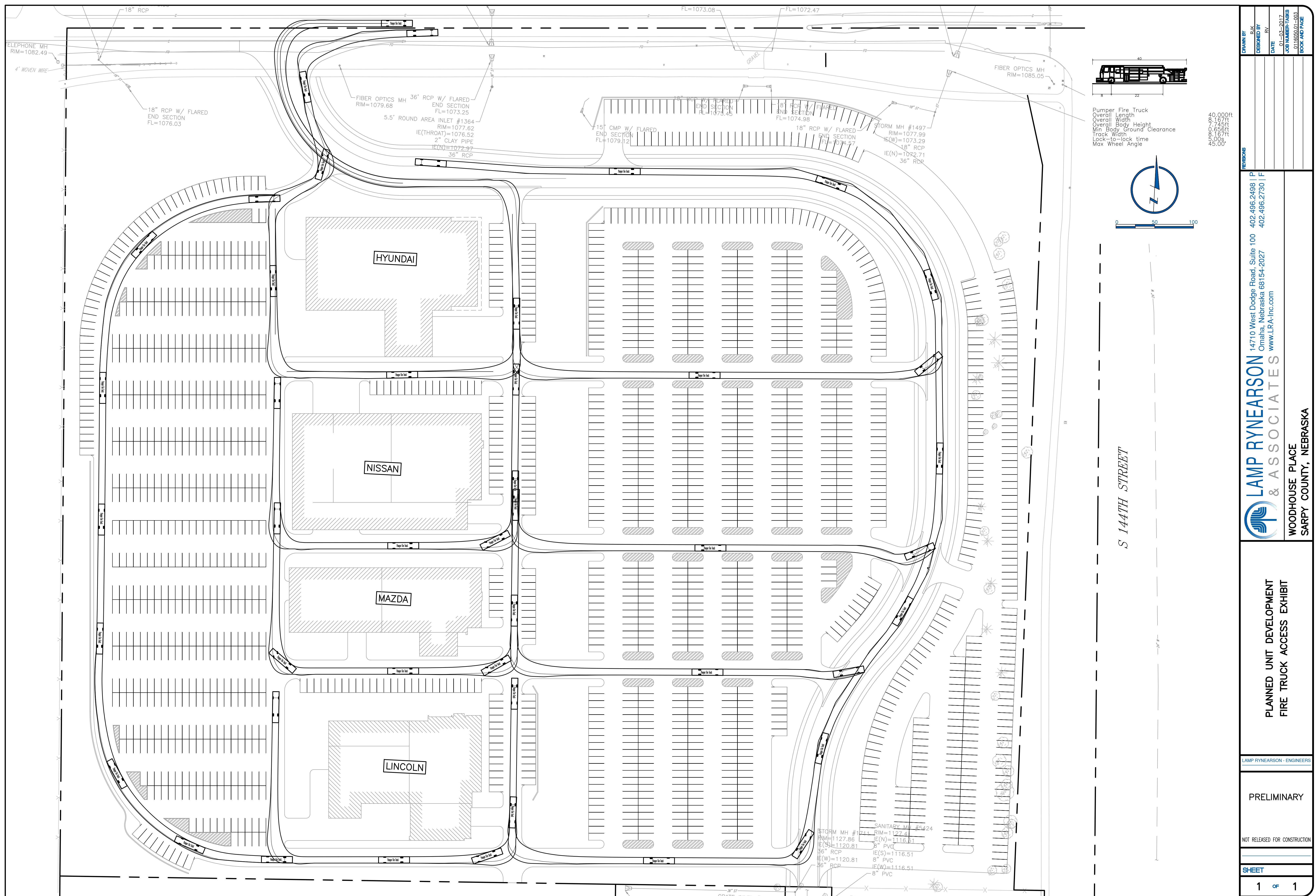
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PERIODS

14710 West Dodge Road, Suite 100 402-496-2498 P
Omaha, Nebraska 68154-2027 402-496-2730 F
www.LRA-Inc.com

LAMP RYNEARSON & ASSOCIATES

WOODHOUSE PLACE
SARPY COUNTY, NEBRASKA



SITE LIGHTING SCHEDULE

FIXT#	MANUFACTURER	CATALOG NO. - NOTE 1	BEAM DIST.	LAMP DATA		QTY. PER POLE	POLE DESCRIPTION	DESCRIPTION	REMARKS	
				SIZE	TYPE					
A	LITHONIA	DSX2 80C 1000 40K T15 MVOLT SPA HS	I	29,000 LM	LED	MVOLT	2	SSS X	25'-0"	TWIN HEAD POLE ROTATED OPTICS
B	LITHONIA	DSX2 80C 700 40K T3M MVOLT SPA	III	21,000 LM	LED	MVOLT	2	SSS X	25'-0"	TWIN HEAD POLE
C	LITHONIA	DSX2 80C 700 40K T15 MVOLT SPA HS	I	21,000 LM	LED	MVOLT	1	SSS X	25'-0"	SINGLE HEAD POLE
D	LITHONIA	DSX2 80C 700 40K T3S MVOLT SPA HS	III	21,000 LM	LED	MVOLT	1	SSS X	25'-0"	SINGLE HEAD POLE

NOTES:
1. CONTRACTOR SHALL VERIFY LIGHT FIXTURE CATALOG NUMBER & INSTALLATION REQUIREMENTS PRIOR TO ORDERING.
2. POLE TYPE DESCRIPTION: SSS = SQUARE STRAIGHT STEEL



Fixture Head Photograph
Typical for Types A, B, C, and D

NO SCALE

Photometric Site Plan

Woodhouse Place
La Vista, Nebraska

Progress Print

NOT TO BE USED
FOR CONSTRUCTION

date: 2017-02-08

project number: Pending

designed by: smf

drawn by: smf

sheet number: E0.1

GILES ROAD

PHOTOMETRIC SITE PLAN

1" = 50'-0"



HYUNDAI

NISSAN

MAZDA

LINCOLN

144TH STREET
(HWY 50)

notes:

1. CONTRACTOR SHALL VERIFY LIGHT FIXTURE CATALOG NUMBER & INSTALLATION REQUIREMENTS PRIOR TO ORDERING.

2. POLE TYPE DESCRIPTION: SSS = SQUARE STRAIGHT STEEL

3. DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS AND CLEARANCES FROM
ARCHITECTURAL, STRUCTURAL, SHOP AND OTHER APPROPRIATE DRAWINGS OR
SPECIFICATIONS. VERIFY ALL CUT AND CONNECTION DETAILS AS WORK PRIOR TO
AND VERIFY NON-INTERFERENCE WITH OTHER WORK. TO NOT
VERIFY NON-INTERFERENCE WITH OTHER WORK.

4. LIGHT FIXTURES ARE SHOWN AS TYPICAL. VERIFY ALL FIXTURES ARE AS SHOWN
ON THE LIGHTING SCHEDULE.

5. DO NOT SCALE DRAWINGS. VERIFY ALL CUT AND CONNECTION DETAILS AS WORK PRIOR TO
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EXHIBIT C

**WOODHOUSE PLACE
DESIGN GUIDELINES**

City of La Vista, Nebraska

**La Vista City Hall
8116 Park View Boulevard
La Vista, Nebraska
4 April 2017**

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1. INTRODUCTION

The Developer of Woodhouse Place and the City of La Vista, Nebraska, jointly have established the following Design Guidelines. These Guidelines have been developed as part of the Master Planning Process to ensure Visual Continuity and the Creation of a Sense of Place through the use of Common Elements of Site and Architecture within the Woodhouse Place Project.

"The Woodhouse Place Design Guidelines take the place of City's Gateway Corridor District Design Guideline dated September 17, 2013. It shall be the City Administrator who shall determine which design criteria is applicable in the event of a conflict between the two documents referenced herein."

The Design Guidelines illustrate a Color Palette, Allowable Building Materials and a Selection of Required Site Amenities. Individual Tenants and Owners shall be required to use these Elements to create a Type of Architecture Characterized by the Developer of Woodhouse Place as Clean and Contemporary.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in creative solutions that will develop a satisfactory visual appearance within the city jurisdiction, preserve taxable values, and promote the public health, safety, and welfare.

2. GEOGRAPHIC AREA AND CRITERIA

It is the intent of the City for this Building Criteria to apply to all property within the Woodhouse Place PUD Overlay District and as a part of the Gateway Corridor District (Overlay District), as shown on the City's official zoning map.

New construction and modifications to existing buildings, including the structure and the surrounding property, are required to have compliance reviewed through the design review process.

3. DEFINITIONS

Appearance. The outward aspect visible to the public.

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

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

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

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

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

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

City. City of La Vista

Code. The Municipal Code of the City of La Vista.

Cohesiveness. Unity of composition between design elements of a building or a group of buildings and the landscape development.

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

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

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

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

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

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

Gateway Corridor District. The City's overlay zoning district establishing basic site and building development criteria to be implemented within the boundaries of the overlay district.

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

Harmony. A quality that represents an appropriate and congruent arrangement of parts, as in an arrangement of varied architectural and landscape elements.

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

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

Miscellaneous structures. Structures, other than buildings, visible from public ways. Examples are: fences, walls, and transformers.

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

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

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

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

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

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

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

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

4. CRITERIA FOR APPERANCE

I. RELATIONSHIP OF BUILDING TO SITE

- A.** The site shall be planned to accomplish a desirable transition from the sit to the adjoining streetscape and to provide for adequate planting, safe pedestrian movement, and parking areas.
- B.** Site planning is encouraged to provide an interesting relationship between buildings.
- C.** Without restricting the permissible limits of the applicable zoning district, the height and scale of each building shall be compatible with its site and existing (or anticipated) adjoining buildings.
- D.** Newly installed utility services, and service revisions necessitated by exterior alterations, shall be underground.

II. RELATIONSHIP OF BUILDINGS AND SITE TO ADJOINING AREA (OUTSIDE OF SUBDIVISION)

- A.** Attractive landscape transition to adjoining properties shall be provided where possible.
- B.** Harmony in texture, lines, and masses is required. Monotony shall be avoided.

III. LANDSCAPE AND SITE TREATMENT

Landscape elements included in these criteria consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings and utilitarian structures.

- A.** Where natural or existing topographic patterns contribute to beauty and utility of a development, they shall be preserved and developed. Modification to topography will be permitted where it contributes to good appearance. All modifications to topography shall be designed to provide varied and more natural grading practices. Consistent, even topography that provides an engineered feel is not acceptable.
- B.** Grades of walks, parking spaces, terraces, and other paved areas shall provide an inviting and stable appearance for walking and, if seating is provided, for sitting.
- C.** Landscape treatment shall be provided to enhance architectural features, strengthen vistas and important axes, and provide shade.
- D.** Unity of the design shall be achieved by repetition of certain plant varieties and other materials and by correlation with adjacent developments. All projects are required to use the minimum number of species under each category from the variety list in Appendix A.
 - 1.** A minimum of two species listed under the deciduous tree category
 - 2.** A minimum of one species listed under the coniferous tree category
 - 3.** A minimum of one species listed under the deciduous shrubs category
 - 4.** A minimum of one species listed under the coniferous shrubs category
- E.** Plant material shall be selected for interest in its structure, texture, and color and for its ultimate growth. Plants that are indigenous to the area and others

that will be hardy, harmonious to the design, and of good appearance shall be used.

- F.** The landscape plan shall be designed to provide natural undulating landscape forms. Avoid consistent straight line plantings.
- G.** Irrigation of all landscape elements as defined above and turf area is required. Provide specification or information showing compliance in design submittal.
- H.** Parking areas and traffic ways shall be enhanced with landscaped spaces containing trees or tree groupings. Shrubs or other landscaping elements may be allowed in lieu of trees on a limited basis as approved by the City of La Vista within the PUD Landscape Plan.
- I.** Screening of service yards, mechanical, electrical, phone equipment and pedestals and other places that tend to be unsightly shall be accomplished by use of walls, fencing, planting, or combinations of those. Screening shall be equally effective in winter and summer.
- J.** Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Lighting standards and fixtures for the parking areas and drives within the building area shall be similar in appearance and quality level as the light fixtures identified in Appendix B. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be restrained in design and excessive brightness avoided. Wall Pack and exterior lighting with visible lamps are not permitted. Lighting shall be Dark Sky compliant, and limit wash onto abutting properties. Exceptions to Dark Sky compliance may be made for specific emergency lighting situations. Fixture, poles and/or other support cut sheets are required in the design submittal for all exterior lighting fixtures to be utilized.
- K.** Storm water management shall be integrated into the design of the site and landscaping. Storm water management criteria are found in the following reference materials:
 - 1. Papillion Creek Watershed Partnership Storm Water Management Policies
 - 2. Storm Water Management Regulations, Chapter 154 of the City of La Vista Municipal Code
 - 3. City of La Vista Subdivision Regulations, 2003 Edition and latest amendments
 - 4. Omaha Regional Storm Water Design Manual, Draft Revision of Chapter 8 dated June, 2012 or latest edition.
 - 5. Nebraska Bioretention and Rain Garden Plants Guide, 2010 or latest edition

IV. BUILDING DESIGN

- A.** Architectural style is not restricted; however architectural style should be consistent throughout the subdivision. Evaluation of the appearance of the projects shall be based on the quality of its design and relationship to surroundings.
- B.** Buildings shall have good scale and be harmonious conformance with permanent neighboring development.
- C.** All buildings are to be designed from a four-sided (360 degree) structure perspective, thus requiring the same caliber of finishes and design attention

on all facades of the building. Large areas of blank exterior are to be avoided and are grounds for non-compliance.

D. All buildings shall feature a prominent entrance.

E. Building Materials:

1. Building Materials shall be limited to the following:
 - a) Aluminum Composite Material (ACM)
 - b) Clear or tinted glass
 - c) Clay brick or stone
 - d) Integrally colored burnished or split face concrete block. Smooth concrete block may be allowed as accents.
 - e) Integrally colored EFIS (exterior insulated finishing system)
 - f) Integrally colored cast stone
 - g) Architectural Precast Concrete may be allowed as Accents
 - h) Integrally colored composite rain screen panels.
 - i) Any combination of the materials listed
2. Materials shall be selected for suitability to the type of buildings and the design in which they are used. Buildings shall have the same materials, or those that are architecturally harmonious, used for all building walls and other exterior building components wholly or partly visible from public ways.
3. Materials shall be of durable quality such as prefinished or integral color for long life with minimal maintenance. Any material requiring a field-applied finish shall have long life, i.e. coatings such as "TNEMEC" or equal. Product data shall be submitted for review.
4. In any design in which the structure frame is exposed to view, the structural materials shall be compatible within themselves and harmonious with their surroundings.

F. Building components, such as windows, doors, eaves and parapets, shall have good proportions and relationships to one another.

G. Intense, bright, or fluorescent colors should not be used as the predominant color on any wall or roof of any primary or accessory structure. These colors may be used as building accent colors, but should generally not constitute more than 10 percent of the area of each elevation of a building.

H. All overhead garage doors shall be recessed into the main building façade a minimum of 8 inches. Depth shall be relative to building wall construction.

I. Colors shall be harmonious and shall use only compatible accents.

J. Portions of low slope roofs of less than 1/12 may be allowed. They may be either adhered or ballasted. If adhered, the membrane shall be in the lighter color ranges, such as white, to be more energy conscious and less absorptive. An SRI of 29 or greater is required.

K. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with materials harmonious with the building or they shall be so located as not to be visible from an elevation view and all angles associated with any public view. A section view shall be provided demonstrating appropriate screening. Mechanical screening shall match building elements and materials. Ground mounted mechanical equipment may utilize vegetative or other screening in a design approved by the City.

- L. Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with building design. Use of more energy conscious lamps, such as LED's or similar is encouraged. The approved parking light fixture is provided in **Appendix B**.
- M. If used, fencing and site furniture, including waste cans, directories, ash urns, guard rails or railing enclosures, shall be similar to those in existing locations in the Gateway Corridor Overlay District. The color of the site furnishings shall blend with the colors of the rest of the building/site. Provide selection documentation and color for review.
- N. Refuse and waste removal areas, shall be screened from public view, using materials as stated in criteria for equipment screening.
- O. All landscaping shall be in compliance with the Landscaping Requirements from the City of La Vista Zoning Ordinance.
- P. Monotony of design in single or multiple building projects shall be avoided. Variation of detail, form, and siting shall be used to provide visual interest. In multiple building projects, variable siting or individual buildings may be used to prevent a monotonous appearance.
- Q. Exterior roof access ladders are not allowed within the Woodhouse Place PUD District.
- R. Exterior bracing of parapets or other features shall be screened from elevation views. Screening shall match building elements and materials.

V. SIGNS

- A. Every sign shall have good scale and proportion in its design and in its visual relationship to the buildings and surroundings.
- B. Every sign shall be designed as an integral architectural element of the building and site to which it principally relates.
- C. The colors, materials, and lighting of every sign shall be restrained and harmonious with the building and site to which it principally relates.
- D. The number of graphic elements on a sign shall be held to the minimum needed to convey the sign's major message and shall be composed in proportion to the area of the sign face.
- E. Each sign shall be compatible with signs on adjoining premises and shall not compete for attention.
- F. Identification signs of a prototype design and corporation logos shall conform to the criteria for all other signs.
- G. Monument signage shall vary between vehicle manufacturers, and shall correspond w/ building materials and branding. These monument signs may be internally lit.
- H. Dealer signage, or center monument signage reading "Woodhouse Place", shall be relatively similar in height, construction, and material usage as the other manufacturer signs, and may have low spot lighting.

VI. MAINTENANCE—PLANNING AND DESIGN FACTORS

- A. Continued good appearance depends upon the extent and quality of maintenance. The choice of materials and their use, together with the types of

finishes and other protective measures, must be conducive to easy maintenance and upkeep.

- B.** Materials and finishes shall be selected for their durability and wear as well as for their beauty. Proper measures and devices shall be incorporated for protection against elements, neglect, damage, and abuse.
- C.** If prefinished metal is utilized, TNEMEC coated metal, or approved equal is required.

VII. FACTORS FOR EVALUATION

The following factors and characteristics, which affect the appearance of the development, will govern the evaluation of a design submission:

- A.** Conformance to city ordinances and the Design Guideline
- B.** Logic of design.
- C.** Exterior space utilization.
- D.** Architectural character.
- E.** Attractiveness.
- F.** Material selection.
- G.** Harmony and compatibility.
- H.** Circulation - vehicular and pedestrian.
- I.** Maintenance requirements.

VIII. APPROVAL OF CHANGES AFTER DESIGN ACCEPTANCE

It is the owner's responsibility to point out and submit any exterior modifications that are proposed between design acceptance and completion of construction to assure timely issuance of a Certificate of Occupancy.

5. PROCESS

**PRE-APPLICATION
CONFERENCE:**

A pre-application conference with city staff and/or a preliminary meeting with the city design review architect gives the applicant an opportunity to discuss plans before a great deal of time or money is expended. If a certain design is inappropriate, the applicant will know beforehand.

**APPLICATION FOR
DESIGN REVIEW:**

The applicant needs to fill out the "Application for Design Review and submit it along with the required submittals. A listing of required submittals is included as part of the application form. The application fee required for this submittal shall be in accordance with La Vista's Master Fee Schedule.

RESUBMITTAL REQUIREMENTS:

After the initial submittal, digital submissions are acceptable, with the exception of material and color samples. A final hard copy submittal in 11" x 17" format shall be required after final approval.

DESIGN REVIEW:

The City of La Vista staff in association with the city design review architect will review the submittal documents for compliance with the Woodhouse Place Design Guidelines.

SCHEDULE OF REVIEWS:

A completed application will take approximately three weeks to review. Incomplete applications may cause a delay. Additional reviews will be necessary for all revised submittals until a Certificate of Design Approval is issued.

CERTIFICATE OF APPROVAL:

Upon a successful review the City of La Vista will issue to the applicant a Certificate of Design Approval. A copy of this will need to be included with the Building Permit documents in order to receive a Building Permit.

APPEALS:

In the event where the applicant and the City cannot come to an agreement within 180 days of initial application submission, the applicant may request a meeting with the City Administrator regarding an appeal to the City Council.

OCCUPANCY PERMIT:

After the building permit is issued, all design requirements must be completed as approved in order for a Certificate of Occupancy to be issued.

MAINTENANCE OF DESIGN REQUIREMENTS:

The applicant needs to maintain the Design Requirements for the life of the project. In the event that they fail to do so, the City may revoke the Occupancy Permit.

APPENDIX A – Approved Plant List

DECIDIOUS TREES

Min. Size
2.5" cal

Downy Serviceberry/Amelanchier arborea – clump form
Prairie Pride hackberry/Celtis occidentalis ‘Prairie Pride’
Freeman Maple “Marmo”/ Acer saccharinum
Burgundy Belle Red Maple/ Acer rubrum
Norway Maple/ Acer platanoides
Halka Honeylocust/ Gleditsia triacanthos var. inermis “Halka”
Prairifire Crab/Malus ‘Prairifire’
Swamp White Oak/Quercus bicolor
Glenleven Littleleaf Linden/Tilia x flavescens ‘Glenleven’
River Birch/Betula Nigra
Heritage Oak/ Quercus virginiana
Chinquapin Oak/ Quercus muehlenbergii
Kentucky Coffee/ Gymnocladus dioicus espresso
Adams Crab/ Malus ‘Adams’
Snowdrift Crab/ Malus ‘Snowdrift’
Greenspire/ Tilia cordata
Red Maple/ Acer rubrum

CONIFEROUS TREES

6' tall

Colorado Spruce/Picea pungens
Vanderwolf Pine/ Pinus flexilis ‘Vanderwolf’s’
Bosnian Pine/ Pinus heldreichii
Black Hills Spruce/ Picea glauca

DECIDUOUS SHRUBS

5 gallon

Miniature Snowflake Mockorange/Philadelphus x ‘Miniature Snowflake’
Gro-Low Fragrant Sumac/Rhus aromatica ‘Gro-Low’
Japanese White Spirea/Spirea albiflora
Anthony Waterer Spirea-Sapho/Spirea x bumalda ‘Anthony Waterer’
Hancock Coralberry/Symporicarpos x chenault ‘Hancock’
Dwarf Lilac/ Syringa meyeri ‘Palibin’
Alpine Currant/ Ribes alpinum
Burning Bush/ Euonymus alatus
Birchleaf Spirea
Dogwood/ firedance red twig
Blue muffin Viburnum

CONIFEROUS SHRUBS 5 gallon

Green Tam Juniper/ Juniperus Sabina ‘Tamariscifolia’
Sea Green Juniper/ Juniperus chinensis ‘Sea Green’

GROUNDCOVERS 1 gallon

Purple Winter Creeper/Euonymus fortunei var. ‘Coloratus’
Vinca Minor

PERENNIALS/BULBS 1 gallon

Butterscotch Ruffles Daylily/Hemerocallis ‘Butterscotch Ruffles’
Fairy Tale Pink Daylily/Hemerocallis ‘Fairy Tale Pink’
Hyperion Daylily/Hemerocallis ‘Hyperion’
Irish Elf Daylily/Hemerocallis ‘Irish Elf’
Little Business Daylily/Hemerocallis ‘Little Business’
Pardon Me Daylily/Hemerocallis ‘Pardon Me’
Happy Returns Daylily/Hemerocallis ‘Happy Returns’
Mount Hood Daffodil/Narcissus sp. ‘Mount Hood’
May Night Salvia/ Salvia nemorosa ‘May Night’

APPENDIX B – Approved Parking Light Fixture



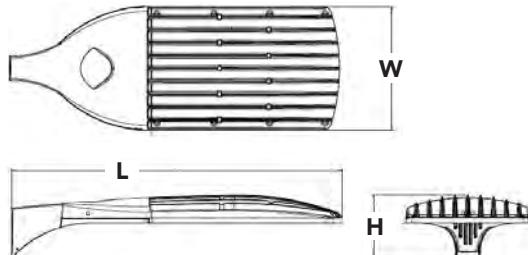
D-Series Size 2

LED Area Luminaire



Specifications

EPA:	1.1 ft ² (0.10 m ²)
Length:	40" (101.6 cm)
Width:	15" (38.1 cm)
Height:	7-1/4" (18.4 cm)
Weight (max):	36 lbs (16.3 kg)



Ordering Information

EXAMPLE: DSX2 LED 80C 1000 40K T4M MVOLT SPA DDBXD

DSX2 LED								
Series	LEDs	Drive current	Color temperature	Distribution			Voltage	Mounting
DSX2 LED	Forward optics	530 530 mA 700 700 mA 1000 1000 mA ² 1200 1200 mA ^{2,3}	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted ⁴	T1S Type I Short T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	T5VS Type V Very Short T5S Type V Short T5M Type V Medium T5W Type V Wide BLC Backlight control ^{2,5,6} LCCO Left corner cutoff ^{2,5,6} RCCO Right corner cutoff ^{2,5,6}	MVOLT ⁷ 120 ⁷ 208 ⁷ 240 ⁷ 277 ⁷ 347 ⁷ 480 ⁸	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor ⁹ RPUMBA Round pole universal mounting adaptor ⁹	Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ¹⁰
	80C 80 LEDs (four engine)	530 530 mA 700 700 mA 1000 1000 mA ² 1200 1200 mA ^{2,3}						
	100C 100 LEDs (four engines)							
	Rotated optics ¹							
	90C 90 LEDs							

Control options	Other options	Finish (required)
Shipped installed PER NEMA twist-lock receptacle only (no controls) ¹¹ PERS Five-wire receptacle only (no controls) ^{11,12} PER7 Seven-wire receptacle only (no controls) ^{11,12} DMG 0-10V dimming driver (no controls) ¹³ DCR Dimmable and controllable via ROAM® (no controls) ¹⁴ DS Dual switching ^{15,16} PIRH Bi-level, motion/ambient sensor, 15'-30' mounting height, ambient sensor enable at 5fc ¹⁷	Shipped installed PIRH1FC3V Bi-level, motion sensor, 15'-30' mounting height, ambient sensor enabled at 1fc ¹⁷ BL30 Bi-level switched dimming, 30% ^{16,18} BL50 Bi-level switched dimming, 50% ^{16,18} PNMTDD3 Part night, dim till dawn ¹⁹ PNMT5D3 Part night, dim 5 hrs ¹⁹ PNMT6D3 Part night, dim 6 hrs ¹⁹ PNMT7D3 Part night, dim 7 hrs ¹⁹ FAO Field Adjustable Output ¹⁹	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

Controls & Shields

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²³
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²³
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²³
DSHORTSBK U	Shorting cap ²³
DSX2HS 80C U	House-side shield for 80 LED unit ²¹
DSX2HS 90C U	House-side shield for 90 LED unit ²¹
DSX2HS 100C U	House-side shield for 100 LED unit ²¹
PUMBA DDBXD U*	Square and round pole universal mounting bracket (specify finish) ²⁴
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ¹⁰

Accessories
Ordered and shipped separately.

For more control options, visit [DTL](#) and [ROAM](#) online.

NOTES

- Rotated optics option (L90 or R90) required for 90C.
- Not available in AMBPC.
- Not available with BLC, LCCO or RCCO distributions.
- Only available with 530mA or 700mA.
- Not available with 1200mA.
- Not available with HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Not available with DS option.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR. Node with integral dimming.
- DMG option for 347V or 480V requires 1000mA.
- Specifies a ROAM® enabled luminaire with 0-10V dimming capability; PER option required. Additional hardware and services required for ROAM® deployment; must be purchased separately. Call 1-800-442-6745 or email: sales@roamservices.net. N/A with DS, PIRH, PER5, PER7, BL30, BL50 or PNMT options. Node without integral dimming.

16 Provides 50/50 luminaire operation via two independent drivers on two separate circuits. N/A with 80C 530, 90C 530, PER, PERS, PER7, DCR, BL30, BL50 or PNMT options.

17 Requires an additional switched circuit.

18 PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Outdoor Control Technical Guide](#) for details. Dimming driver standard. Not available with PERS or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required.

19 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7 or PNMT options. Not available with PIRH1FC3V.

20 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7, BL30 or BL50. Not available with PIRH1FC3V. Separate on/off required.

21 Dimming driver standard. Not available with PERS, PER7, DMG, DCR, DS, BL30, BL50 or PNMT options, PIRH or PIRH1FC3V.

22 Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.

23 90 LEDs (90C option) only.

24 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.

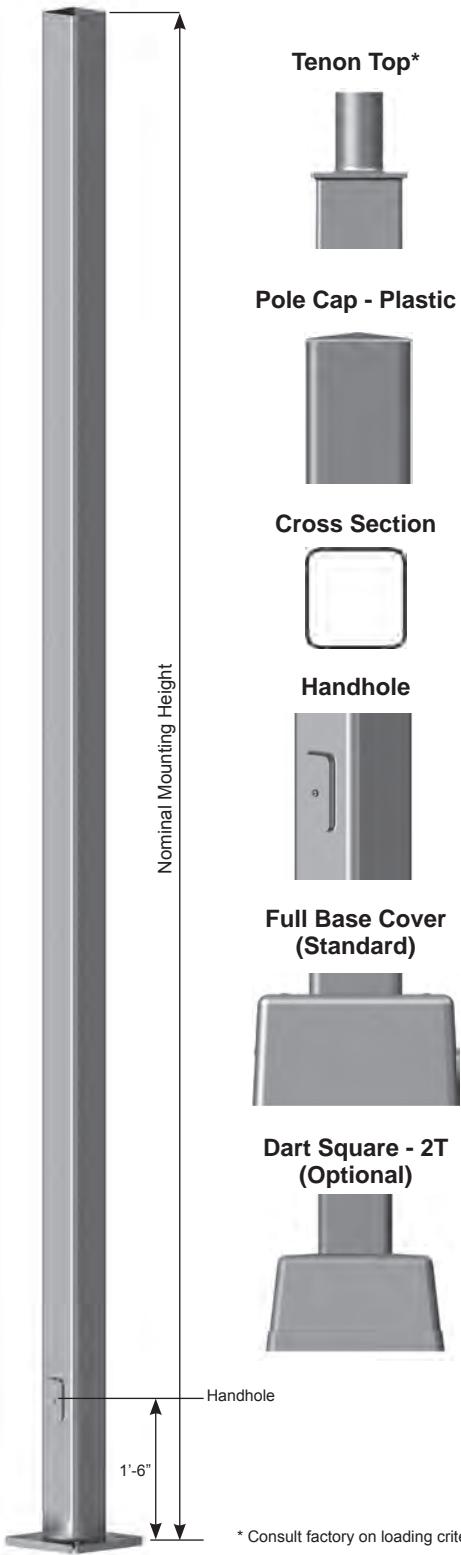
25 For retrofit use only.



Job Name: _____
Job Location - City: _____ State: _____
Product: _____ Quote: _____

Client Name: _____
Created By: _____ Date: _____
Customer Approval: _____ Date: _____

SPECIFICATIONS



Pole - The pole shaft is fabricated from hot rolled commercial quality carbon steel of one-piece construction with a minimum yield strength of 55,000 psi.

Pole Top - A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory.

Handhole - A covered handhole and grounding provision with hardware is provided.

Full Base Cover - The two-piece standard full base cover is fabricated from ABS plastic. Optional Dart Square-2T cast and decorative base covers available as special order.

Anchor Base - The anchor base (base plate) conforms to ASTM A36.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

* Consult factory on loading criteria for pole top mounted luminaires and/or brackets.

SOFT SQUARE STEEL

DS330

Fatigue Resistant



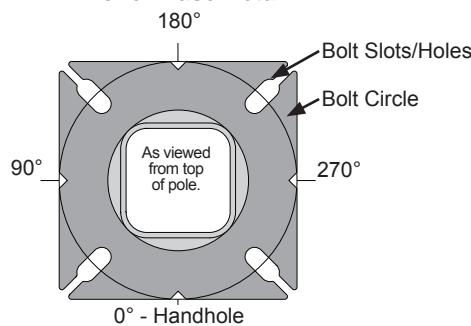
STRUCTURES

Job Name: _____	Client Name: _____		
Job Location - City: _____	State: _____	Created By: _____	Date: _____
Product: _____	Quote: _____	Customer Approval: _____	Date: _____

ANCHORAGE DATA

POLE BASE SQUARE (IN)	BASE PLATE				ANCHOR BOLTS		
	WALL THK (GA)	BOLT CIRCLE DIA (IN)	± (IN)	SQUARE THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	± (IN)
4.00	11	8.50	0.50	8.25	0.750 0.75 x 17.00 x 3.00	3.50	0.25
4.00	7	8.50	0.50	8.25	0.875 0.75 x 17.00 x 3.00	3.63	0.25
5.00	11	11.00	1.00	11.00	1.000 0.75 x 17.00 x 3.00	3.75	0.25
5.00	7	11.00	1.00	11.00	1.000 0.75 x 17.00 x 3.00	3.75	0.25
6.00	7	12.00	1.00	12.50	1.000 1.00 x 36.00 x 4.00	4.25	0.25

Anchor Base Detail



LOAD AND DIMENSIONAL DATA

NOMINAL MOUNTING HEIGHT	DESIGN INFORMATION						POLE DIMENSIONS (3)				MODEL NUMBER	
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST		BASE SQUARE OD ⁽³⁾ (IN)	TOP SQUARE OD (IN)	WALL THK (GA)	STRUCTURE WEIGHT ² (LBS)		
	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQFT)	MAX WEIGHT ¹ (LBS)						
10'-0"	30.6	765	23.8	595	18.9	473	4.00	4.00	11	75	S400Q100	
12'-0"	24.4	610	18.8	470	14.8	370	4.00	4.00	11	90	S400Q120	
14'-0"	19.9	498	15.1	378	11.7	293	4.00	4.00	11	100	S400Q140	
16'-0"	15.9	398	11.8	295	8.9	223	4.00	4.00	11	115	S400Q160	
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	S400Q180	
	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	S400Q200	
20'-0"	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	S500Q200	
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	S500W200	
	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	S400Q250	
25'-0"	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	S400W250	
	9.8	245	6.3	157	3.7	150	5.00	5.00	11	225	S500Q250	
	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	S500W250	
	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	S400W300	
30'-0"	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	S500Q300	
	10.7	267	6.7	167	3.9	100	5.00	5.00	7	380	S500W300	
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	S600W300	
	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	S500W350	
35'-0"	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	S600W350	
40'-0"	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	605	S600W400	

1. Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.

2. Structure weight is a nominal value which includes the pole shaft and base plate only.

3. Bellied-bottom will have reduced thickness due to the cold-working process. However, the bellied-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

PRODUCT ORDERING CODES

DESIGN SERIES	MODEL NUMBER	Fixture Mounting	FINISH	COLOR	V-PRO™ PROTECTION SYSTEM	OPTIONS
DS330						
S400Q100	Drill Mounting	D1 = 1 Luminaire D2 = 2 @ 180°	GV = Galvanize PP = Prime Paint FP = Finish Paint GF = Galvanized + Finish Paint	-- = Galvanize -- = Prime Paint WH = White ST = Sandstone BK = Black SM = Silver Metallic SL = Silver LG = Light Gray SG = Slate Gray DT = Dark Tan MB = Medium Bronze CB = Bronze DB = Dark Bronze BN = Brown HG = Hunter Green DG = Dark Green RD = Red SC = Special Color (Contact Factory)	-- = Galvanize -- = Prime Paint V1 = V-PRO 1 Basic 1 Coat Powder. V2 = V-PRO 2 2 Coat Powder or Liquid. Includes epoxy primer & top coat. V3 = V-PRO 3 2 Coat Powder or Liquid. Includes zinc primer & top coat. V4 = V-PRO 4 2 Coat Powder or Liquid. Includes zinc primer & premium top coat.	See Accessories at valmontstructures.com (Please Specify)
S400Q120						
S400Q140						
S400Q160						
S400Q180						
S400Q200						
S500Q200						
S500W200						
S400Q250						
S400W250						
S500Q250						
S500W250						
S400W300						
S500Q300						
S500W300						
S600W300						
S500W350						
S600W350						
S600W400						

City of La Vista Conditional Use Permit

Conditional Use Permit for Automobile Display, Sales, Service and Repair

This Conditional Use Permit issued this ____th day of _____, 2017, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, LB Southwest LLC (“Owner”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner owns, or has a contract to purchase (“Purchase Agreement”), and wishes to construct and operate four automobile display, sales, service and repair businesses upon the following described tracts of land within the City of La Vista zoning jurisdiction:

- Lots 1 and 2, Woodhouse Place located in the N ½, NE ¼, Section 23, Township 14 North, Range 11 East of the 6th P.M. Sarpy County, Nebraska. (“Property”)

WHEREAS, Owner has applied for a conditional use permit for the purpose of Owner constructing, owning, and operating four automobile businesses on the Property, each comprised of automobile display, sales, service and repair (the “Permit”); and

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

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 as “Permitted Use or Use”.

Conditions of Permit

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

1. 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 Property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives is attached hereto and incorporated herein as Exhibit “A”.
 - b. The hours of operation for service and repair will generally be from 7:00 a.m. to 6:00 p.m. Monday through Friday, 8:00 a.m. – 4:00 p.m. Saturday. Sales hours will be 8:00 a.m. to 9:00 p.m. Monday, Tuesday, Thursday and 8:00 a.m. to 6:00 p.m. on Wednesday, Friday, and Saturday.
 - c. There will be approximately 300 employees to work full or part time.
 - d. The sales, repair and service will consist of passenger vehicles.
 - e. There shall not be any outside storage of materials or vehicles, except for the Permitted Use. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete.
 - f. The Property shall be developed and maintained in accordance with the CUP Site Plan (Exhibit “A”), Landscape Plan (Exhibit “B”) and all other exhibits of this Permit, as well as the Final Plat, Subdivision Agreement, and Planned Unit Development, as approved by the City and incorporated

herein by this reference. Any modifications must be submitted to the City Planner for approval, and shall be subject to any additional approvals as the City Administrator determines necessary or appropriate, unless otherwise expressly provided in the Exhibit, document or instrument to be modified.

- g. No vehicle repair or inoperable or damaged vehicles, other than emergency maintenance such as changing a tire, shall be allowed outside of buildings on the Property.
- h. Exterior lighting, when used, shall enhance the building design and the adjoining landscape. Building fixtures shall be of a design and size compatible with the building and adjacent areas. Lighting shall be directed downward and excessive brightness avoided. Lighting shall be designed to a standard that does not impact adjoining properties, especially residential areas.
- i. Owner shall obtain all required permits from the City of La Vista, or otherwise required for the Use, and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA laws, regulations, or other requirements.
- j. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable 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, his 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 ownership, possession, or use of the Property..

3. In respect to the Gateway Corridor Overlay District and Woodhouse Place design criteria:

- a. Building Exterior (Style and Building Materials)
 - i. The building elevations as constructed shall be consistent with the Building Elevations attached as Exhibit "C". Each building will be reviewed at the time of the building design review process, prior to application for building permit and will meet the requirements of the Woodhouse Place Design Guidelines.
- b. Mechanical Units
 - i. The roof top mechanical units shall be screened from all sides by roof top screens as shown in the building elevations, including Building Elevations attached as Exhibit "C". Screening for each building will be reviewed in further detail at the time of the building design review process, prior to application for building permit and will meet the requirements of the Woodhouse Place Design Guidelines.
- c. Trash Enclosure
 - i. The trash enclosure(s) shall be located and constructed in accordance with Woodhouse Place Design Guidelines.
- d. Exterior Site Lighting Fixtures
 - i. All exterior Site Lighting fixtures used on this project will be according to the photometric plan and lighting cut sheets, attached as Exhibit "D"). Additional exterior light fixtures incorporated into the design of each building will be reviewed at the time of the building design review process, prior to application for building permit and will meet the requirements of the Woodhouse Place Design Guidelines.
 - ii. All additional exterior light fixtures must be submitted for approval.
- e. Landscaping and Site Treatment
 - i. The Woodhouse Place PUD Landscape Plan (Exhibit "B"), has identified the required landscaping to the site and shall be incorporated accordingly. A detailed landscaping plan for each building will be reviewed at the time of the building design review process, prior to application for building permit and will meet the requirements of the Woodhouse Place Design

Guidelines.

- ii. Any changes to the landscape plan must be approved by the City of La Vista.
- f. Signage
 - i. All signs shall comply with the City's sign regulations or the Woodhouse Place PUD Ordinance.
- 4. The Owner's right to maintain the Use of the Property, as contemplated by the Permit, shall be based on the following:
 - 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 the Permit must be initiated within thirty days after completion of construction of improvements for such Use in accordance with Section 6 below; otherwise such Permit shall become void.
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at Owner's expense within twelve (12) months of cessation of the conditional use.
- 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. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment. This Section 5a shall be separately applied with respect to each of the four businesses constituting the Permitted Use, and upon abandonment by any such business of its Permitted Use, and not assumed or continued by one of the other businesses on the Property or a business under common ownership and control as one of the other businesses on the Property, this Permit shall be revoked with respect to the portion of the Property used by such business.
 - 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 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 improvements for the Permitted Use is not commenced on Lots 1 and 2 Woodhouse Place within one (1) year from March 21, 2017, and construction of all improvements completed within one year after commencement of construction, 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 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: Paul Cech
LB Southwest LLC
6603 "L" Street
Omaha, NE 68117

5. All recitals at the beginning of this Permit, and all exhibits and other 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; provided, however, if the Owner has a Purchase Agreement to acquire the Property, this Permit shall take effect upon Owner closing on such Purchase Agreement and acquiring the Property.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pamela A. Buethe, CMC
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:

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

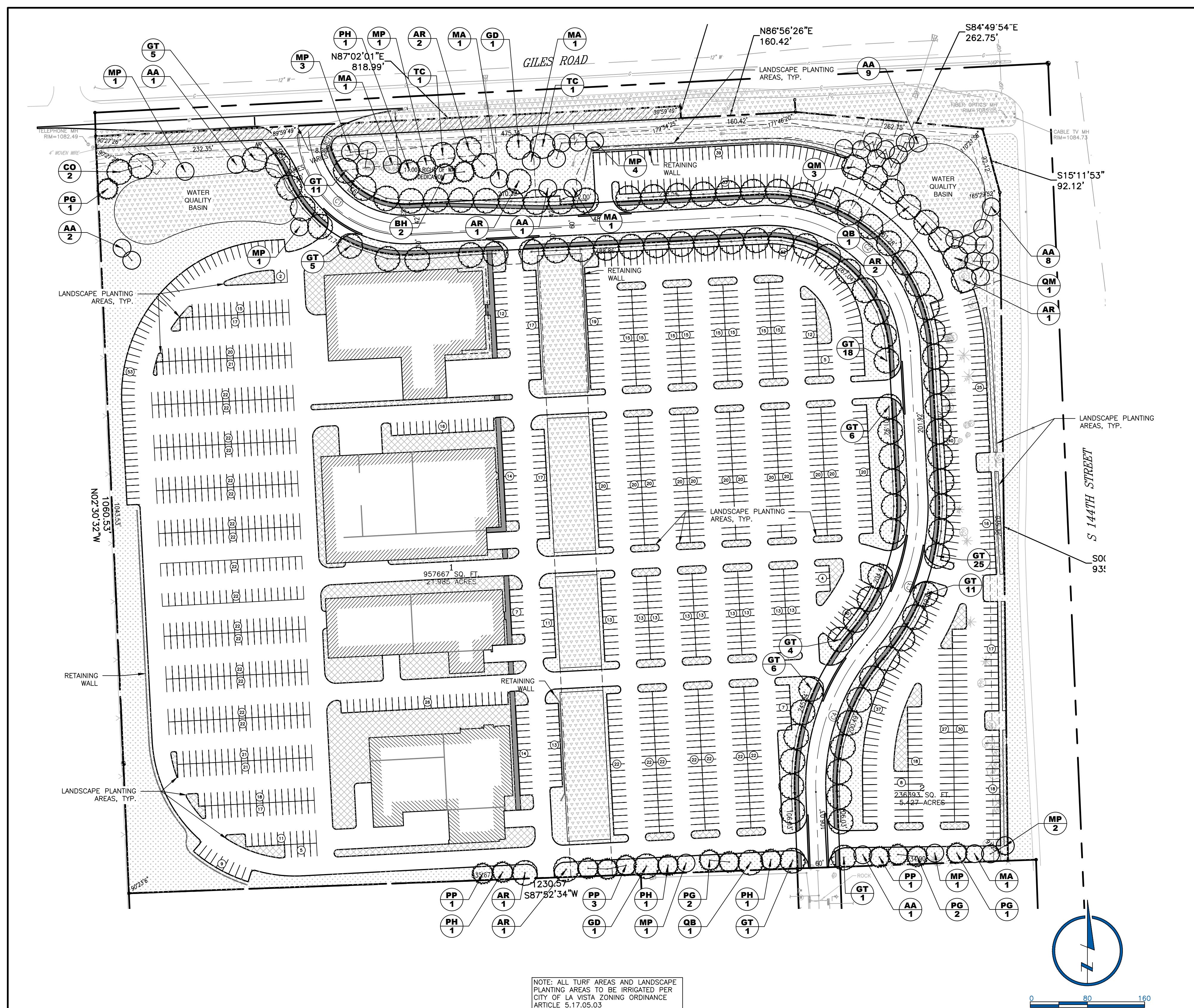
Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [REDACTED], personally known by me to be the _____ of LB Southwest LLC, 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.

Notary Public



TREE LEGEND

DECIDUOUS TREES						
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH

	CO	*Celtis occidentalis* 'Prairie Pride'	Prairie Pride Hackberry	2.5" Cal.	50–75	50
	AR	*Acer rubrum* 'Magnificent Magenta'	Burgundy Belle Red Maple	2.5" Cal.	45	45
	GT	*Gleditsia triacanthos* var. *inermis* 'Halka'	Halka Honeylocust	2.5" Cal.	40	40
	QB	*Quercus bicolor*	Swamp White Oak	2.5" Cal.	50–60	40–50
	QM	*Quercus muehlenbergii*	Chinkapin Oak	2.5" Cal.	40–50	50
	GD	*Gymnocladus dioicus* 'Espresso'	Kentucky Coffeetree 'Espresso'	2.5" Cal.	50–60	40–50
	TC	*Tilia cordata* 'Greenspire'	Greenspire Linden	2.5" Cal.	40–50	30–35
	AA	*Amelanchier arborea*	Downy Serviceberry, clump-form	2.5" Cal.	15–25	15–25
	MP	*Malus* 'Prairiefire'	Prairiefire Crabapple	2.5" Cal.	15–20	15–20
	MA	*Malus* 'Adams'	Adams Crabapple	2.5" Cal.	25	20
	MS	*Malus* 'Snowdrift'	Snowdrift Crabapple	2.5" Cal.	15–20	20–25

CONIFEROUS TREES

	PP	<i>Picea pungens</i>	Colorado Spruce	6'-7' Ht.	60	10-20
	PH	<i>Pinus heldreichii</i>	Bosnian Pine	6'-7' Ht.	50-70	20-40
	PG	<i>Picea glauca</i>	Black Hills Spruce	6'-7' Ht.	35-45	25-30

SHRUB, GROUNDCOVER, PERENNIAL, AND ORNAMENTAL GRASS LEGEND

Symbol	Code	Botanical Name	Common Name	Planting Size	Height	Width
LANDSCAPE PLANTING AREAS	JC	<i>Juniperus chinensis</i> 'Sea Green'	Sea Green Juniper	5 Gal.	4-6	4-6
	JS	<i>Juniperus sabina</i> 'Buffalo'	Buffalo Juniper	5 Gal.	1-1.5	3-5
	SC	<i>Symphoricarpos x chenault</i> 'Hancock'	Hancock Coralberry	5 Gal.	1.5-2	6-8
	SB	<i>Spiraea betulifolia</i> 'Tor'	Tor Birchleaf Spirea	5 Gal.	3-4	3-4
	CS	<i>Cornus stolonifera</i> 'Farrow'	Arctic Fire Dogwood	5 Gal.	3-4	3-4
	VD	<i>Viburnum dentatum</i> 'Christom'	Blue Muffin Viburnum	5 Gal.	5-7	4-6
	RA	<i>Rhus aromatica</i> 'Gro Low'	Gro Low Sumac	5 Gal.	2.5-3	6-8
	CA	<i>Calamagrostis acutiflora</i>	Karl Foerster Feather Reed Grass	1 Gal.	2	3
	HL	<i>Hemerocallis</i> 'Little Business'	Little Business Daylily	1 Gal.	1.5	1-2
	HH	<i>Hemerocallis</i> 'Happy Returns'	Happy Returns Daylily	1 Gal.	1.5	1-2
	SN	<i>Salvia nemerosa</i> 'Mainacht'	May Night Salvia	1 Gal.	1.5	1.5-2

SEEING | LEGEND

	Turf-type fescue
	Native grasses and forbs

LANDSCAPE REQUIREMENTS:

LANDSCAPE REQUIREMENTS:

314

LOT 1:
STREET FRONTAGE: 1,806 LF
LANDSCAPE AREA REQUIRED (STREET FRONTAGE X 15'): 27,090 SF
LANDSCAPE AREA PROVIDED: 31,560 SF
TREES REQUIRED (1 TREE/40 LF FRONTAGE): 45 TREES
TREES PROVIDED: 45

METER LANDSCAPING (7.17.03.07)

1:

FEET FRONTAGE: 283 LF
TREES REQUIRED (1 TREE/40 LF FRONTAGE): 7 TREES
TREES PROVIDED: 7

TRE

LOT 2:
STREET FRONTAGE: 1,806 LF
LANDSCAPE AREA REQUIRED (STREET FRONTAGE X 15'): 27,090 SF
LANDSCAPE AREA PROVIDED: 28,266 SF
TREES REQUIRED (1 TREE/40 LF FRONTAGE): 45 TREES

ES RE

ES PROVIDED. 34

TREES PROVIDED: 48

PAR

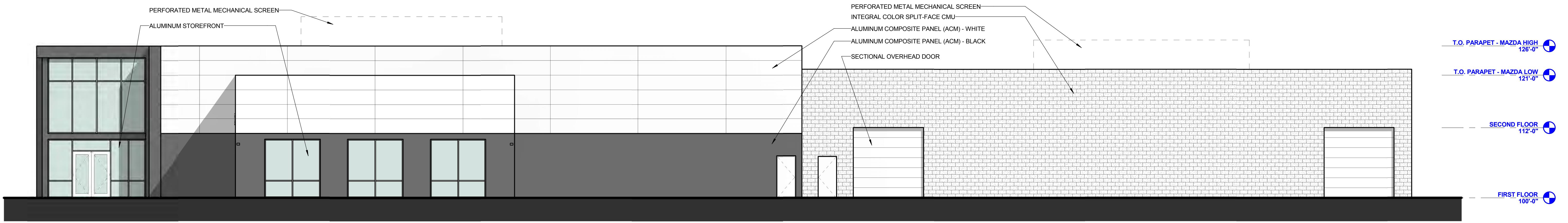
LOT 1:
PARKING STALLS: 1,468 STALLS
INTERIOR LANDSCAPING REQUIRED (10 SF/PARKING STALL): 14,680 SF
INTERIOR LANDSCAPING PROVIDED: 74,284 SF

LOT 2:
PARKING STALLS: 317 STALLS
INTERIOR LANDSCAPING REQUIRED (10 SF/PARKING STALL): 3,170 SF
INTERIOR LANDSCAPING PROVIDED: 9,673 SF

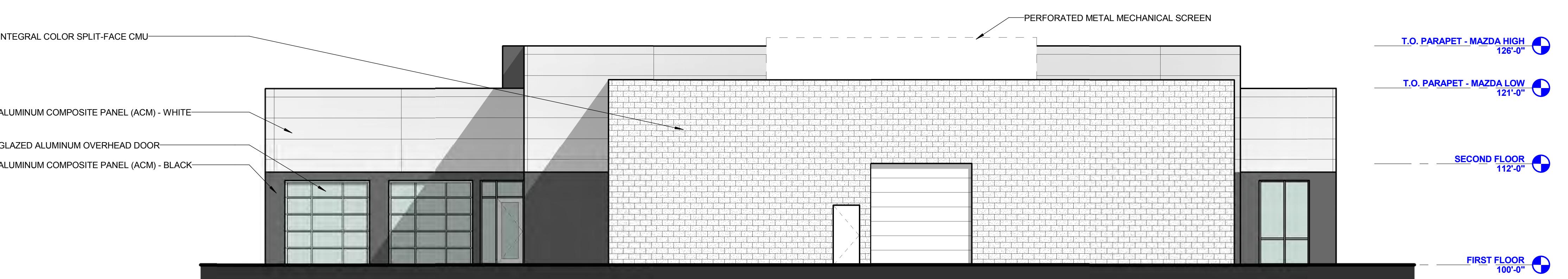
Exhibit B



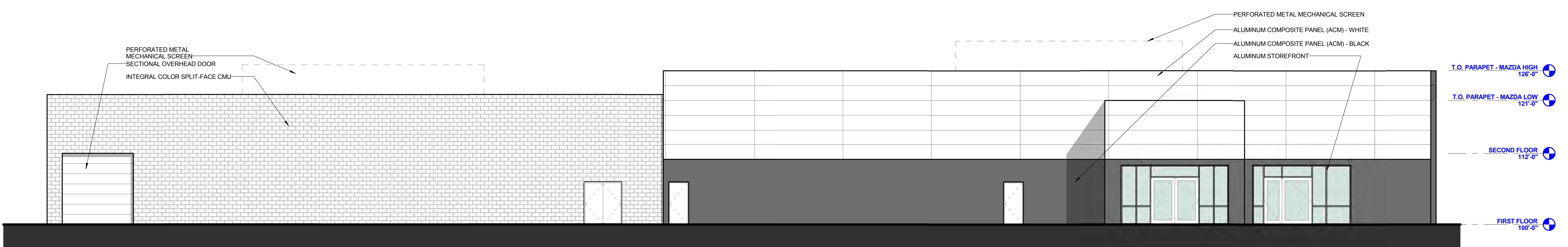
ALL UTILITIES ARE SHOWN
BASED ON THE INFORMATION
AVAILABLE TO THE ENGINEER.
THERE IS NO GUARANTEE ALL
FACILITIES ARE SHOWN OR THAT
THE LOCATION, DEPTH, AND
SIZE OF EACH FACILITY IS
CORRECT. THE CONTRACTOR IS
RESPONSIBLE FOR LOCATING
ALL UTILITIES AND SERVICE
LINES PRIOR TO CONSTRUCTION.



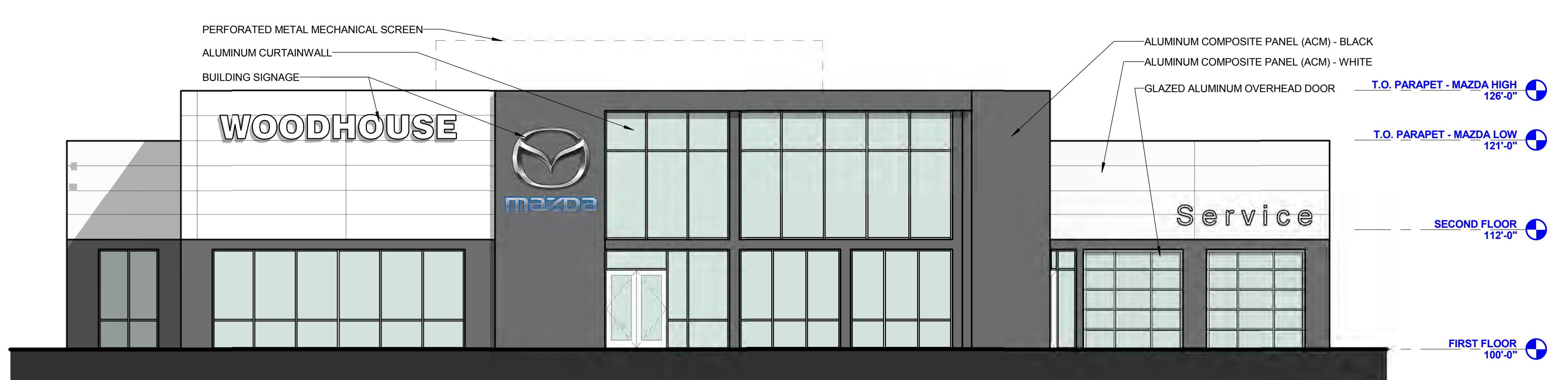
4 NORTH ELEVATION



3 WEST ELEVATION



2 SOUTH ELEVATION



1 EAST ELEVATION

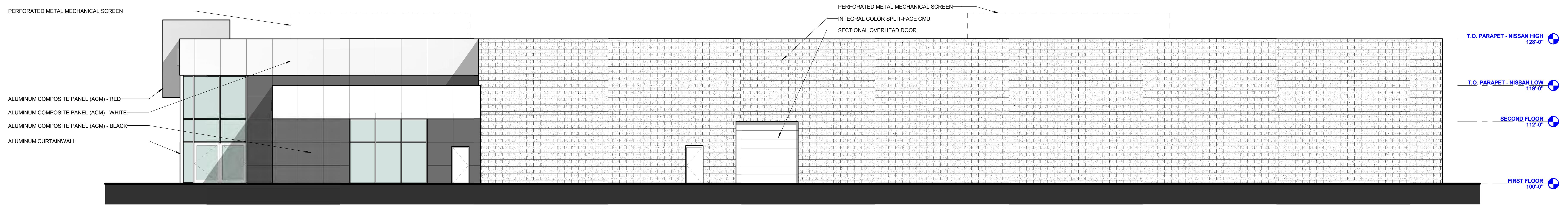
Exhibit C

BVH

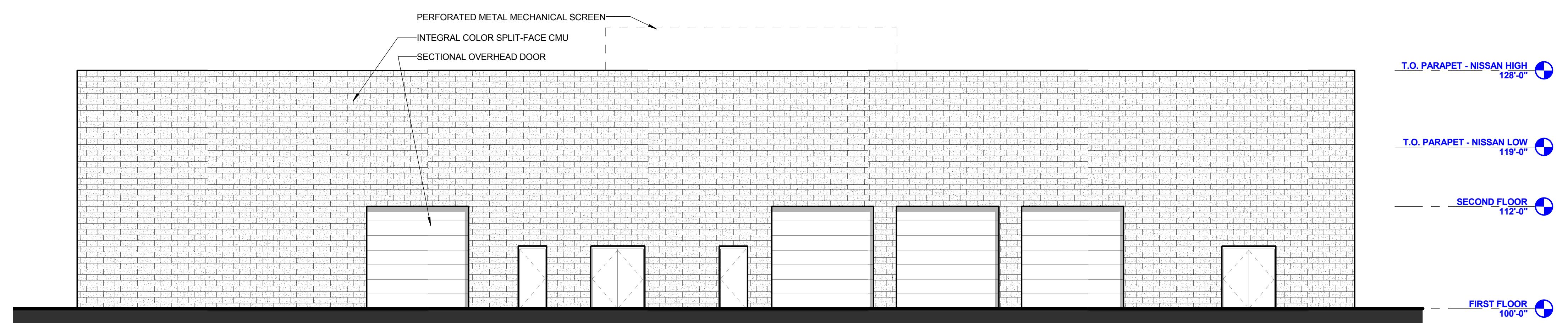
WOODHOUSE PLACE
MAZDA - CONCEPTUAL ELEVATIONS

NOTE: ELEVATIONS ARE BASED ON THE CONCEPTUAL PROTOTYPE DESIGN FROM THE MANUFACTURER. DESIGN DEVELOPMENT ELEMENTS WILL BE DRAFTED FOR DESIGN REVIEW ONCE DETAILED AND DIRECTION IS ESTABLISHED.

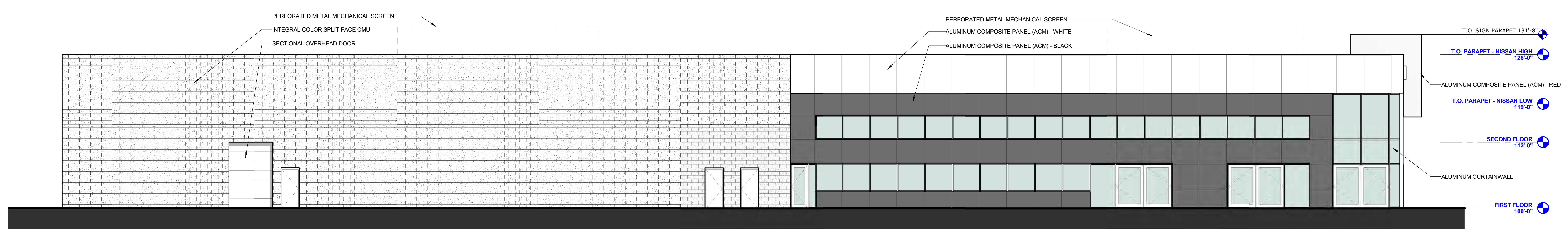
WOODHOUSE
AUTO FAMILY **WOODHOUSE**



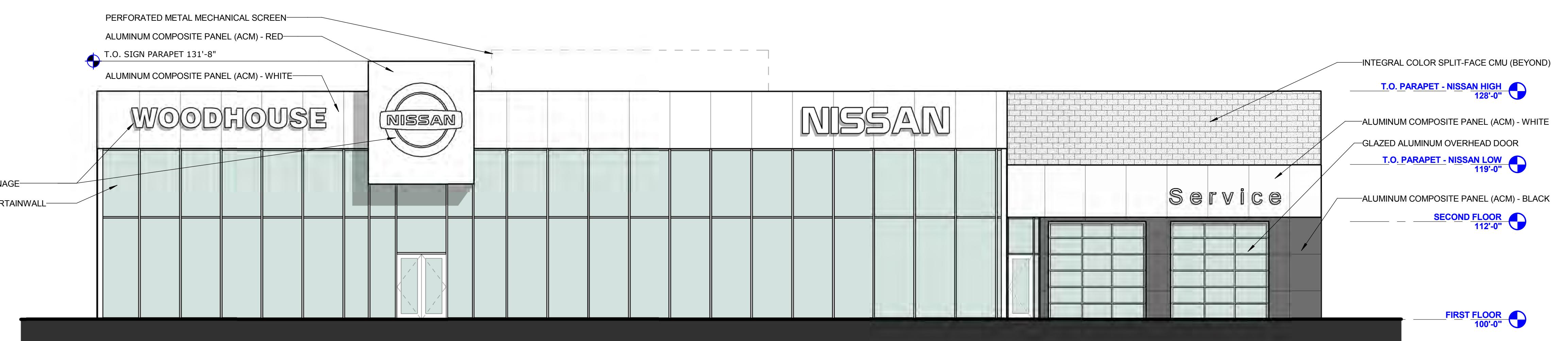
4 NORTH ELEVATION



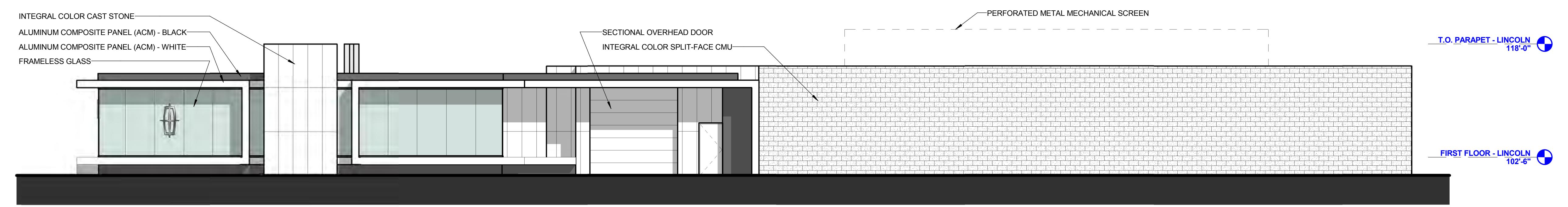
3 WEST ELEVATION



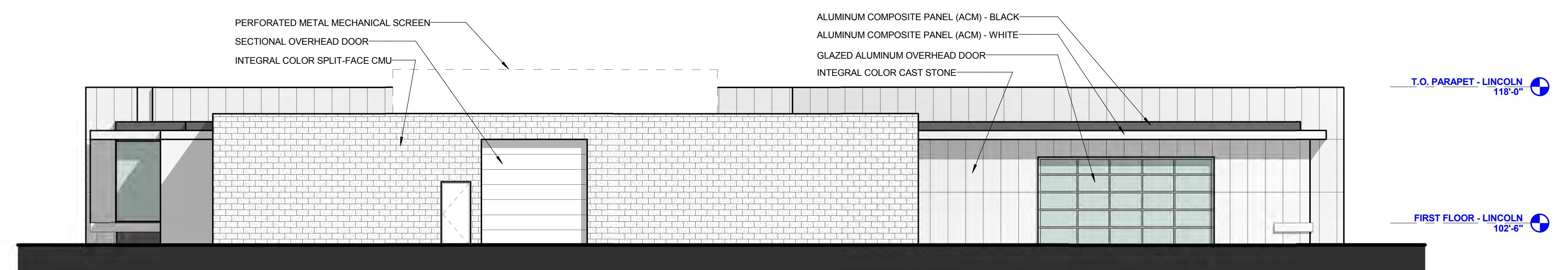
2 SOUTH ELEVATION



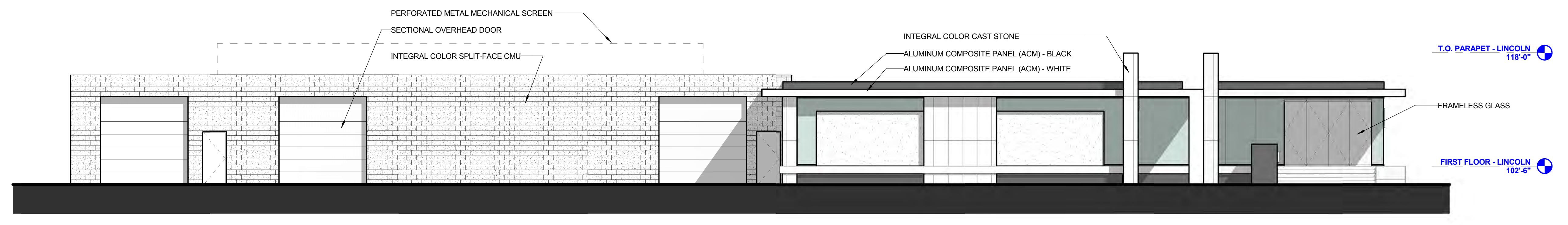
1 EAST ELEVATION



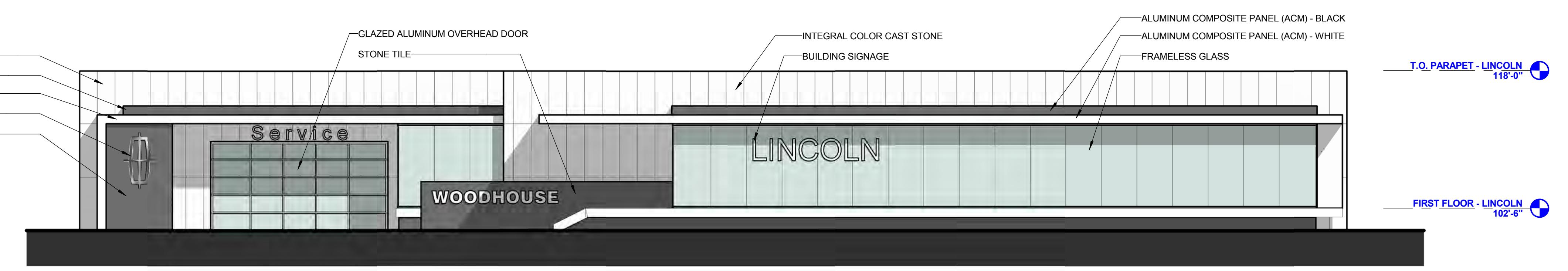
4 NORTH ELEVATION



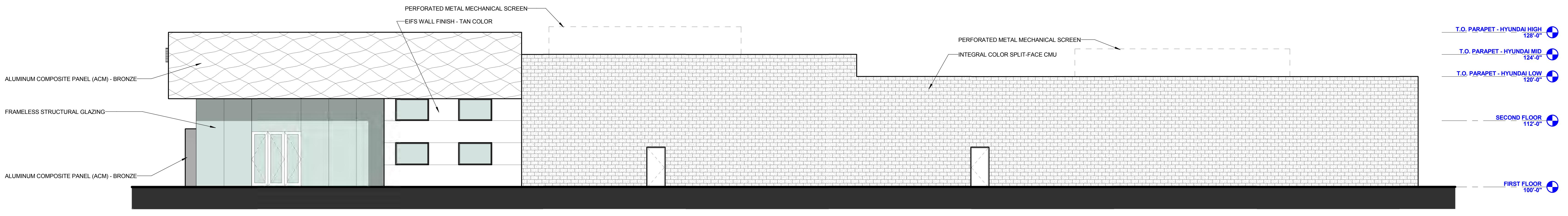
3 WEST ELEVATION



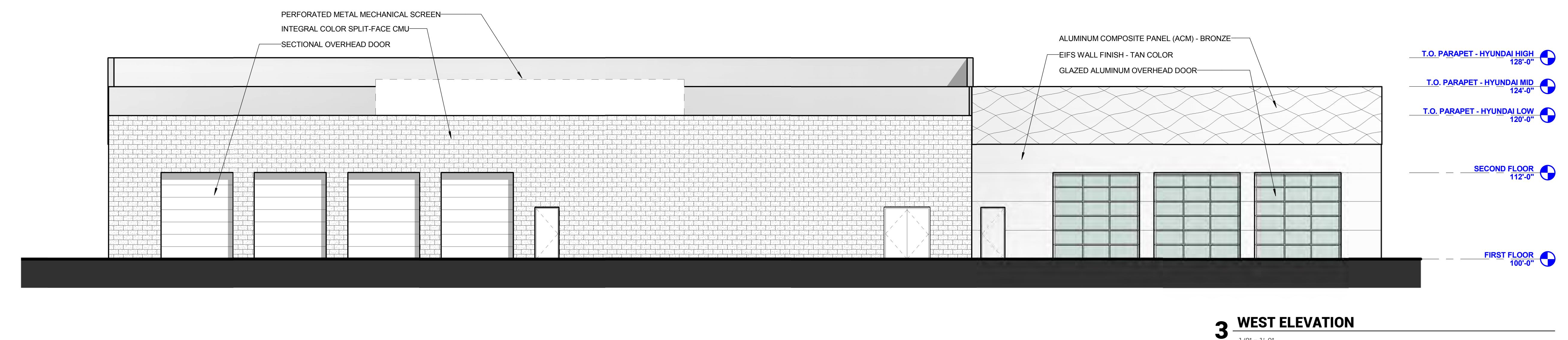
2 SOUTH ELEVATION



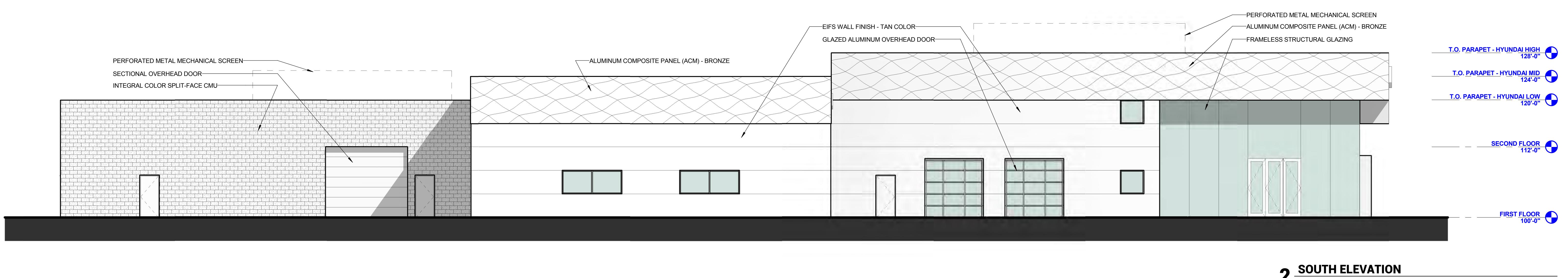
1 EAST ELEVATION



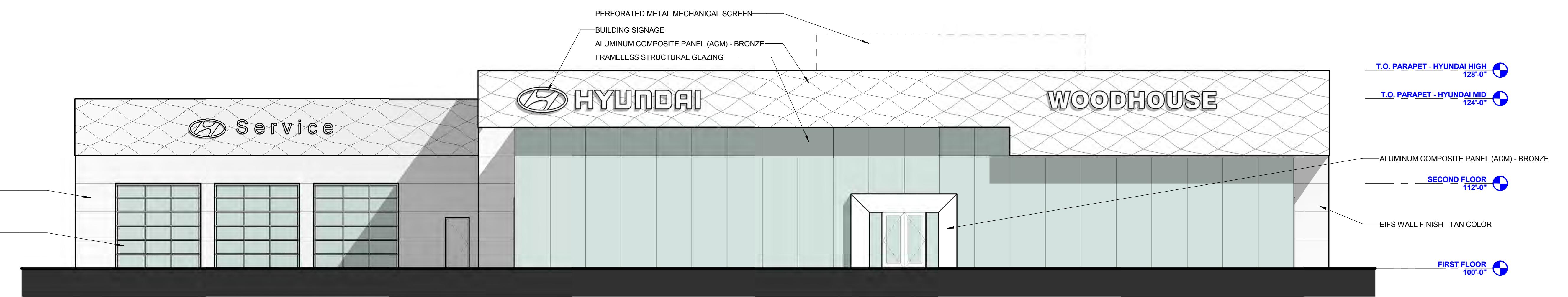
4 NORTH ELEVATION




3 WEST ELEVATION



2 SOUTH ELEVATION



1 EAST ELEVATION





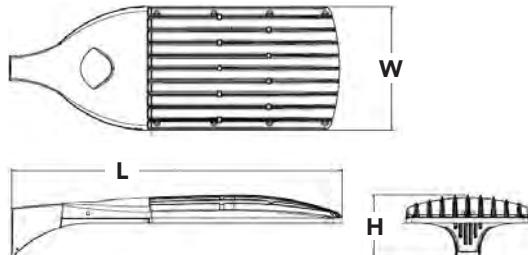
D-Series Size 2

LED Area Luminaire



Specifications

EPA:	1.1 ft ² (0.10 m ²)
Length:	40" (101.6 cm)
Width:	15" (38.1 cm)
Height:	7-1/4" (18.4 cm)
Weight (max):	36 lbs (16.3 kg)



Ordering Information

EXAMPLE: DSX2 LED 80C 1000 40K T4M MVOLT SPA DDBXD

DSX2 LED								
Series	LEDs	Drive current	Color temperature	Distribution			Voltage	Mounting
DSX2 LED	Forward optics	530 530 mA 700 700 mA 1000 1000 mA ² 1200 1200 mA ^{2,3}	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted ⁴	T1S Type I Short T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	T5VS Type V Very Short T5S Type V Short T5M Type V Medium T5W Type V Wide BLC Backlight control ^{2,5,6} LCCO Left corner cutoff ^{2,5,6} RCCO Right corner cutoff ^{2,5,6}	MVOLT ⁷ 120 ⁷ 208 ⁷ 240 ⁷ 277 ⁷ 347 ⁷ 480 ⁸	Shipped included SPA Square pole mounting RPA Round pole mounting WBA Wall bracket SPUMBA Square pole universal mounting adaptor ⁹ RPUMBA Round pole universal mounting adaptor ⁹	Shipped separately KMA8 DDBXD U Mast arm mounting bracket adaptor (specify finish) ¹⁰
80C 80 LEDs (four engine)								
100C 100 LEDs (four engines)								
Rotated optics ¹								
90C 90 LEDs								

Control options	Other options	Finish (required)
Shipped installed PER NEMA twist-lock receptacle only (no controls) ¹¹ PERS Five-wire receptacle only (no controls) ^{11,12} PER7 Seven-wire receptacle only (no controls) ^{11,12} DMG 0-10V dimming driver (no controls) ¹³ DCR Dimmable and controllable via ROAM® (no controls) ¹⁴ DS Dual switching ^{15,16} PIRH Bi-level, motion/ambient sensor, 15'-30' mounting height, ambient sensor enable at 5fc ¹⁷	Shipped installed PIRH1FC3V Bi-level, motion sensor, 15'-30' mounting height, ambient sensor enabled at 1fc ¹⁷ BL30 Bi-level switched dimming, 30% ^{16,18} BL50 Bi-level switched dimming, 50% ^{16,18} PNMTDD3 Part night, dim till dawn ¹⁹ PNMT5D3 Part night, dim 5 hrs ¹⁹ PNMT6D3 Part night, dim 6 hrs ¹⁹ PNMT7D3 Part night, dim 7 hrs ¹⁹ FAO Field Adjustable Output ¹⁹	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white

Controls & Shields

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²³
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²³
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²³
DSHORTSBK U	Shorting cap ²³
DSX2HS 80C U	House-side shield for 80 LED unit ²¹
DSX2HS 90C U	House-side shield for 90 LED unit ²¹
DSX2HS 100C U	House-side shield for 100 LED unit ²¹
PUMBA DDBXD U*	Square and round pole universal mounting bracket (specify finish) ²⁴
KMA8 DDBXD U	Mast arm mounting bracket adaptor (specify finish) ¹⁰

Accessories
Ordered and shipped separately.

For more control options, visit [DTL](#) and [ROAM](#) online.

NOTES

- Rotated optics option (L90 or R90) required for 90C.
- Not available in AMBPC.
- Not available with BLC, LCCO or RCCO distributions.
- Only available with 530mA or 700mA.
- Not available with 1200mA.
- Not available with HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V.
- Not available with BL30, BL50 or PNMT options.
- Existing drilled pole only. Available as a separate combination accessory; for retrofit use only: PUMBA (finish) U; 1.5 G vibration load rating per ANCI C136.31.
- Must be ordered as a separate accessory; see Accessories information. For use with 2-3/8" mast arm (not included).
- Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Not available with DS option.
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls. Not available with DCR. Node with integral dimming.
- DMG option for 347V or 480V requires 1000mA.
- Specifies a ROAM® enabled luminaire with 0-10V dimming capability; PER option required. Additional hardware and services required for ROAM® deployment; must be purchased separately. Call 1-800-442-6745 or email: sales@roamservices.net. N/A with DS, PIRH, PER5, PER7, BL30, BL50 or PNMT options. Node without integral dimming.

16 Provides 50/50 luminaire operation via two independent drivers on two separate circuits. N/A with 80C 530, 90C 530, PER, PERS, PER7, DCR, BL30, BL50 or PNMT options.

17 Requires an additional switched circuit.

18 PIRH and PIRH1FC3V specify the [SensorSwitch SBGR-6-ODP](#) control; see [Outdoor Control Technical Guide](#) for details. Dimming driver standard. Not available with PERS or PER7. Ambient sensor disabled when ordered with DCR. Separate on/off required.

19 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7 or PNMT options. Not available with PIRH1FC3V.

20 Dimming driver standard. MVOLT only. Not available with 347V, 480V, DCR, DS, PERS, PER7, BL30 or BL50. Not available with PIRH1FC3V. Separate on/off required.

21 Dimming driver standard. Not available with PERS, PER7, DMG, DCR, DS, BL30, BL50 or PNMT options, PIRH or PIRH1FC3V.

22 Not available with BLC, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.

23 90 LEDs (90C option) only.

24 Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item from Acuity Brands Controls.

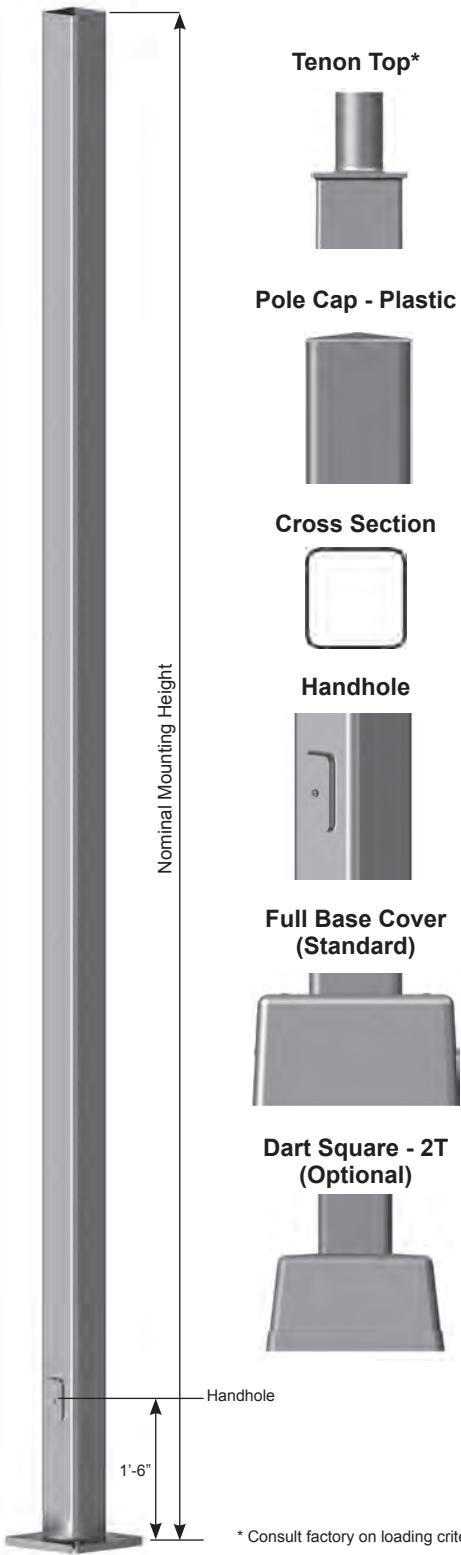
25 For retrofit use only.



Job Name: _____
Job Location - City: _____ State: _____
Product: _____ Quote: _____

Client Name: _____
Created By: _____ Date: _____
Customer Approval: _____ Date: _____

SPECIFICATIONS



Pole - The pole shaft is fabricated from hot rolled commercial quality carbon steel of one-piece construction with a minimum yield strength of 55,000 psi.

Pole Top - A removable pole cap is provided for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the factory.

Handhole - A covered handhole and grounding provision with hardware is provided.

Full Base Cover - The two-piece standard full base cover is fabricated from ABS plastic. Optional Dart Square-2T cast and decorative base covers available as special order.

Anchor Base - The anchor base (base plate) conforms to ASTM A36.

Anchor Bolts - Anchor bolts conform to ASTM F1554 Grade 55 and are provided with two hex nuts and two flat washers. Bolts have an "L" bend on one end and are galvanized a minimum of 12" on the threaded end.

Hardware - All structural fasteners are galvanized high strength carbon steel. All non-structural fasteners are galvanized or zinc-plated carbon steel or stainless steel.

Finish - Standard finishes are galvanized, prime painted or any of Valmont's V-PRO™ Protection Systems. Additional finish options available upon request.

Design Criteria - Please reference Design Criteria Specification for appropriate design conditions.

* Consult factory on loading criteria for pole top mounted luminaires and/or brackets.

SOFT SQUARE STEEL

DS330

Fatigue Resistant

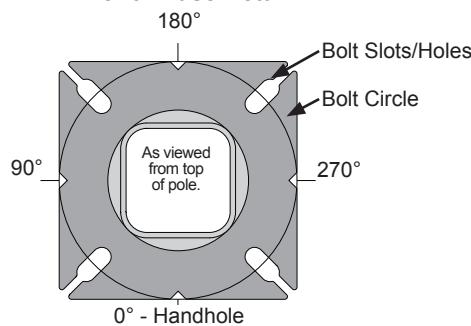
STRUCTURES

Job Name: _____	Client Name: _____		
Job Location - City: _____	State: _____	Created By: _____	Date: _____
Product: _____	Quote: _____	Customer Approval: _____	Date: _____

ANCHORAGE DATA

POLE BASE SQUARE (IN)	BASE PLATE				ANCHOR BOLTS		
	WALL THK (GA)	BOLT CIRCLE DIA (IN)	± (IN)	SQUARE THK (IN)	DIA x LENGTH x HOOK (IN)	PROJECTION (IN)	± (IN)
4.00	11	8.50	0.50	8.25	0.750 0.75 x 17.00 x 3.00	3.50	0.25
4.00	7	8.50	0.50	8.25	0.875 0.75 x 17.00 x 3.00	3.63	0.25
5.00	11	11.00	1.00	11.00	1.000 0.75 x 17.00 x 3.00	3.75	0.25
5.00	7	11.00	1.00	11.00	1.000 0.75 x 17.00 x 3.00	3.75	0.25
6.00	7	12.00	1.00	12.50	1.000 1.00 x 36.00 x 4.00	4.25	0.25

Anchor Base Detail



LOAD AND DIMENSIONAL DATA

NOMINAL MOUNTING HEIGHT	DESIGN INFORMATION						POLE DIMENSIONS (3)				MODEL NUMBER	
	80 MPH w/1.3 GUST		90 MPH w/1.3 GUST		100 MPH w/1.3 GUST		BASE SQUARE OD ⁽³⁾ (IN)	TOP SQUARE OD (IN)	WALL THK (GA)	STRUCTURE WEIGHT ² (LBS)		
	MAX EPA ¹ (SQ.FT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQ.FT)	MAX WEIGHT ¹ (LBS)	MAX EPA ¹ (SQ.FT)	MAX WEIGHT ¹ (LBS)						
10'-0"	30.6	765	23.8	595	18.9	473	4.00	4.00	11	75	S400Q100	
12'-0"	24.4	610	18.8	470	14.8	370	4.00	4.00	11	90	S400Q120	
14'-0"	19.9	498	15.1	378	11.7	293	4.00	4.00	11	100	S400Q140	
16'-0"	15.9	398	11.8	295	8.9	223	4.00	4.00	11	115	S400Q160	
18'-0"	12.6	315	9.2	230	6.7	168	4.00	4.00	11	125	S400Q180	
	9.6	240	6.7	167	4.5	150	4.00	4.00	11	140	S400Q200	
20'-0"	17.7	443	12.7	343	9.4	235	5.00	5.00	11	185	S500Q200	
	28.1	703	21.4	535	16.2	405	5.00	5.00	7	265	S500W200	
	4.8	150	2.6	100	1.0	50	4.00	4.00	11	170	S400Q250	
25'-0"	10.8	270	7.7	188	5.4	135	4.00	4.00	7	245	S400W250	
	9.8	245	6.3	157	3.7	150	5.00	5.00	11	225	S500Q250	
	18.5	463	13.3	333	9.5	238	5.00	5.00	7	360	S500W250	
	6.7	168	4.4	110	2.6	65	4.00	4.00	7	291	S400W300	
30'-0"	4.7	150	2.0	50	N/A	N/A	5.00	5.00	11	265	S500Q300	
	10.7	267	6.7	167	3.9	100	5.00	5.00	7	380	S500W300	
	19.0	475	13.2	330	9.0	225	6.00	6.00	7	520	S600W300	
	5.9	150	2.5	100	N/A	N/A	5.00	5.00	7	440	S500W350	
35'-0"	12.4	310	7.6	190	4.2	105	6.00	6.00	7	540	S600W350	
40'-0"	7.2	180	3.0	75	N/A	N/A	6.00	6.00	7	605	S600W400	

1. Maximum EPA (Effective Projected Area) and weight values are based on side mounted fixtures only. Consult factory on loading criteria for pole top mounted luminaires and/or brackets. Variations from sizes above are available upon inquiry at the factory. Satisfactory performance of poles is dependent upon the pole being properly attached to a supporting foundation of adequate design.

2. Structure weight is a nominal value which includes the pole shaft and base plate only.

3. Bellied-bottom will have reduced thickness due to the cold-working process. However, the bellied-bottom meets or exceeds the structural capacity of the original square section. In addition, the rounded section provides better fatigue resistance.

PRODUCT ORDERING CODES

DESIGN SERIES	MODEL NUMBER	Fixture Mounting	FINISH	COLOR	V-PRO™ PROTECTION SYSTEM	OPTIONS
DS330						
	S400Q100 S400Q120 S400Q140 S400Q160 S400Q180 S400Q200 S500Q200 S500W200 S400Q250 S400W250 S500Q250 S500W250 S400W300 S500Q300 S500W300 S600W300 S500W350 S600W350 S600W400	Drill Mounting D1 = 1 Luminaire D2 = 2 @ 180° D4 = 4 @ 90° D5 = 2 @ 90° D6 = 3 @ 90° Tenon Mounting P2 = 2.38" OD x 4.00" P4 = 4.00" OD x 6.00"	GV = Galvanize PP = Prime Paint FP = Finish Paint GF = Galvanized + Finish Paint	-- = Galvanize -- = Prime Paint WH = White ST = Sandstone BK = Black SM = Silver Metallic SL = Silver LG = Light Gray SG = Slate Gray DT = Dark Tan MB = Medium Bronze CB = Bronze DB = Dark Bronze BN = Brown HG = Hunter Green DG = Dark Green RD = Red SC = Special Color (Contact Factory)	-- = Galvanize -- = Prime Paint V1 = V-PRO 1 Basic 1 Coat Powder. V2 = V-PRO 2 2 Coat Powder or Liquid. Includes epoxy primer & top coat. V3 = V-PRO 3 2 Coat Powder or Liquid. Includes zinc primer & top coat. V4 = V-PRO 4 2 Coat Powder or Liquid. Includes zinc primer & premium top coat.	See Accessories at valmontstructures.com (Please Specify)