FILED SARPY COUNTY NEBRASKA INSTRUMENT NUMBER

2015-29288

12/01/2015 1:07:22 PM

Clayl J. Doubling

REGISTER OF DEEDS

THIS PAGE ADDED FOR RECORDING INFORMATION.

DOCUMENT STARTS ON NEXT PAGE.

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS Steven J. Stastny, Deputy 1210 GOLDEN GATE DRIVE, # 1230 PAPILLION, NE 68046-2842 402-593-5773

Nate Buss 2111 S. 67th Street Unit 2001 Omaha, NE OPIOG

VERIFY

PROOF__ FEES S __ CHECK #

REFUND

SHORT

City of La Vista Conditional Use Permit

Conditional Use Permit for Continuing Care Retirement Community, Lot 2 Mayfair 2nd Addition Replat Five

This Conditional Use Permit issued this 15th day of September, 2015, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Nelson Construction and Development ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a continuing care retirement community to be known as Good Neighbor Senior Living upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 2 of Mayfair 2nd Addition Replat Five, a subdivision as surveyed, platted and recorded in the City of La Vista, Sarpy County, Nebraska.

- WHEREAS, Owner has applied for a conditional use permit for the purpose of constructing a continuing care retirement community for seniors 55 years of age or older meant for independent living, assisted living, and memory care; and
- WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.
- NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "C1.0" hereto for a continuing care retirement community, 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 are:

- 1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
- 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 has been provided to the City and is attached to the permit as Exhibit "C1.0".
 - b. The premises shall be developed and maintained in accordance with the site plan (Exhibit "C1.0") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
 - c. This continuing care facility is intended for senior independent living, assisted living, and memory care. Facilities shall be exclusively operated for, marketed and leased to, and occupied by persons age 55 and older, or as otherwise required to provide reasonable accommodations to disabled residents under applicable laws, rules or regulations. To carry out this requirement, Owner shall:

- (i) From time to time during this permit, adopt, publish and adhere to written rules, policies and procedures to implement and carry out said requirement in accordance with 24 CFR Section 100.306, as adopted, amended or superseded from time to time, subject to review and approval of the City Administrator, which approval shall not be withheld or refused so long as the rules, policies and procedures satisfy the requirements of "c" above and 24 CFR Section 100.306; and
- (ii) Take all other actions during this permit as may be required from time to time under the Federal Fair Housing Act, Housing for Older Persons Act of 1995, Nebraska Fair Housing Act, or any other applicable laws, rules or regulations, as adopted, amended or superseded from time to time, to carry out this subparagraph "c" in accordance with all applicable requirements, and specifically to qualify and continue the qualification of the facility as senior housing exempt from any applicable familial status protections.
- d. All parking for residents and visitors is to remain on-site; no on-street parking is allowed on Brentwood Drive or South 97th Plaza.
- e. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles and those approved in writing by the City.
- f. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height and screened accordingly.
- g. Landscaping requirements from Section 7.17 of the City of La Vista Zoning Ordinance shall be satisfied and maintained in accordance with the landscaping plan (Exhibit "C3.0").
- h. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- i. 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.
- j. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, 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 violation on the premises of any environmental or safety law, rule or regulation.
- 3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - 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.
- 4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.

- C
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit. This shall not apply to storm water detention or retention tanks, as required by the City Engineer, to comply with storm water management regulations.
- d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
- 5. If the permitted use is not commenced within one (1) year from September 15, 2015, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
- 6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, 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) 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 to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
- 7. If any provision, or any portion thereof, contained in this agreement 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, his 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, unless it shall have expressly waived said breach and 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. 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.
- 3. 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 to the owner as follows:

Contact Name and Address: Nelse

Nelson Construction and Development.

Ryan Young

218 6th Ave., STE. 200 Des Moines, IA 50309 (515) 457-9000

D

Effective Date:

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

Attest:

SEAL

NORPORATED

Pamela A Buethe, CMC

City Clerk

THE CITY OF LA VISTA

Rouglas Kindig, Mayor

ROUNTY, MERCORPORATED

SOUNTY, MERCORPORATED

COUNTY, MERCORPORATED

COUNTY,

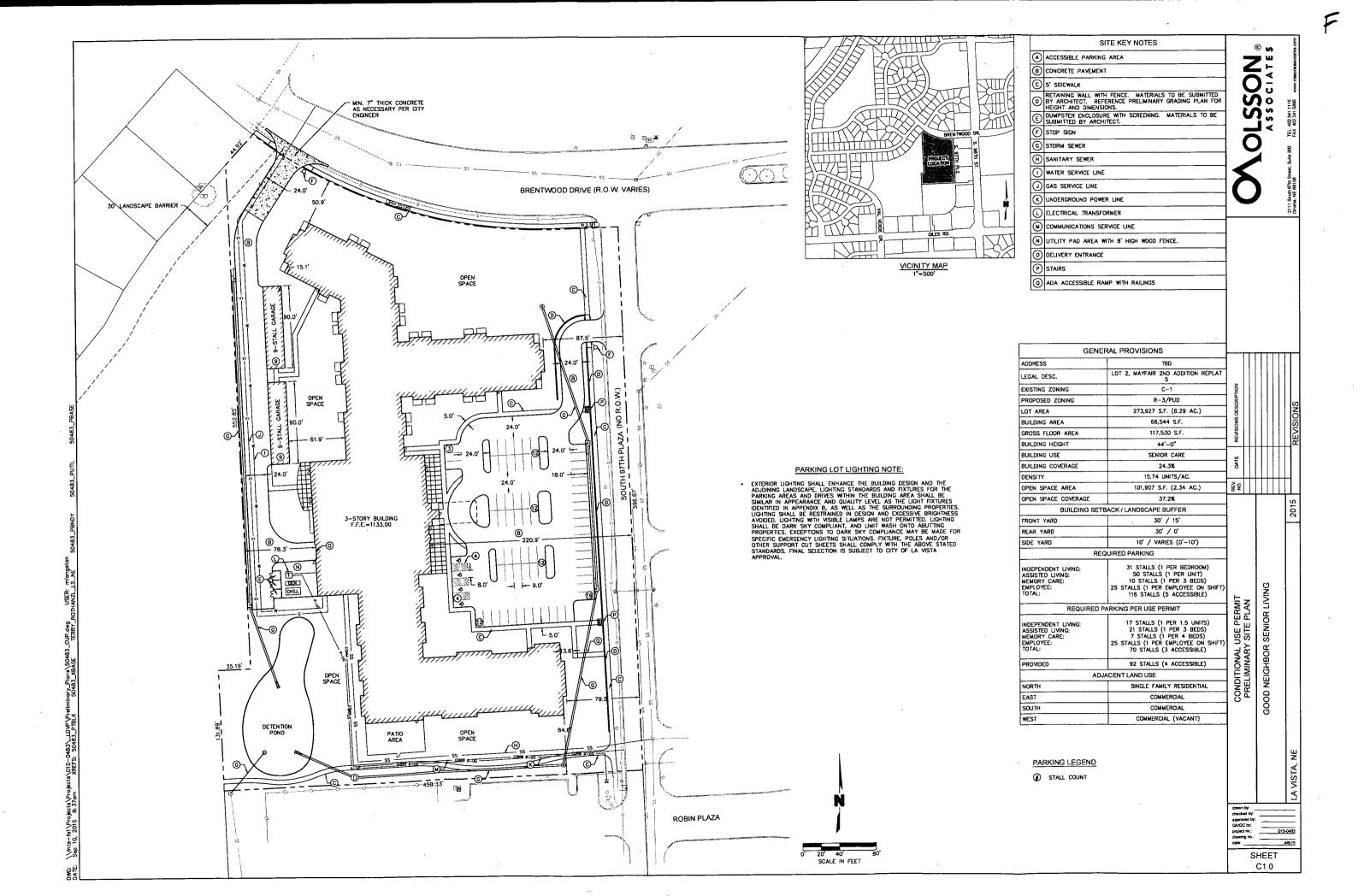
CONSENT AND AGREEMENT

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.

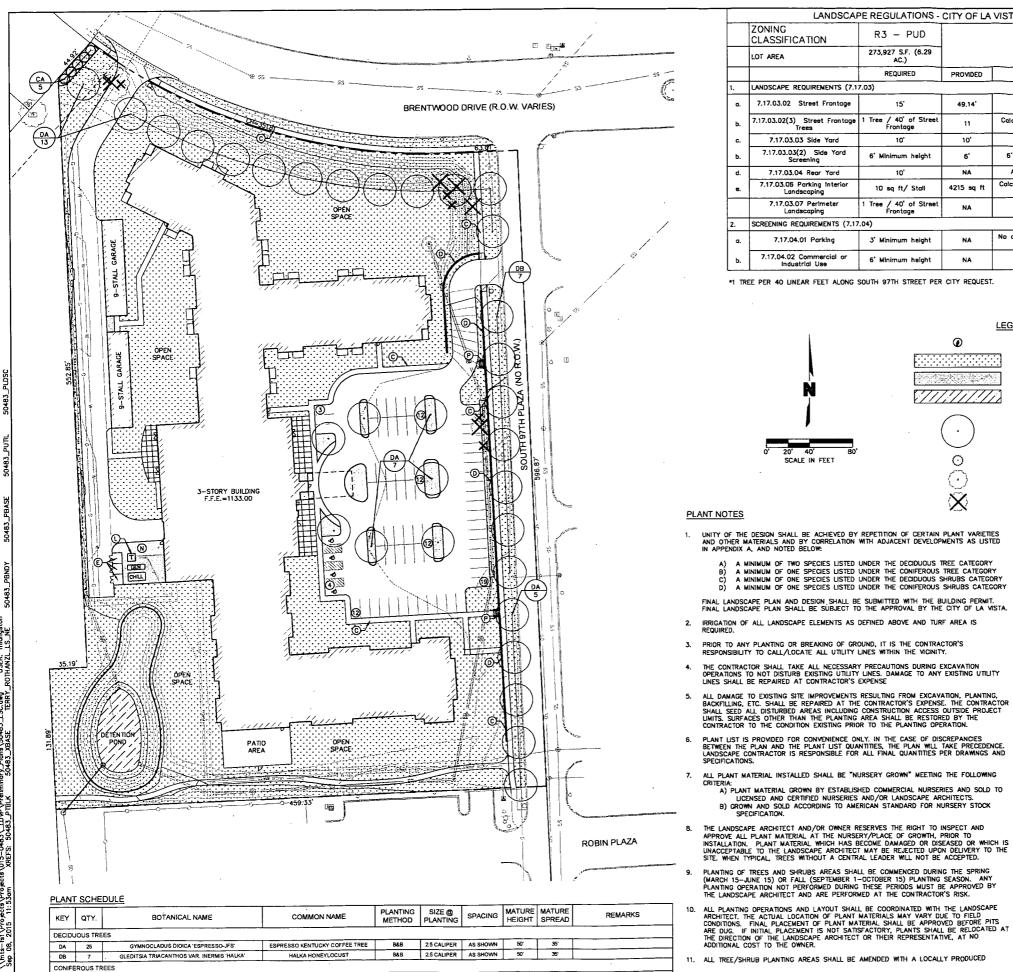
Owner:		٠.	4/,
Ву: 🗾		Mike —	Nelson
Title:	President		
Date:	11/6/15		

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF) ss.)
for said County and State, appeared Dougla the Mayor and City Clerk of the City of La	fore me, a Notary Public duly commissioned and qualified in and as Kindig and Pamela A. Buethe, personally known by me to be a Vista, and the identical persons whose names are affixed to the he execution thereof to be their voluntary act and deed and the
	Notary Public
ACKNO'	WLEDGMENT OF NOTARY
STATE OF NEBRASKA)) ss.
COUNTY OF)
for said County and State, appeared [_ of Nelson Construction a	efore me, a Notary Public duly commissioned and qualified in and
to the foregoing Agreement, and acknowle the voluntary act and deed of said company.	dged the execution thereof to be his voluntary act and deed and
	Notary Public







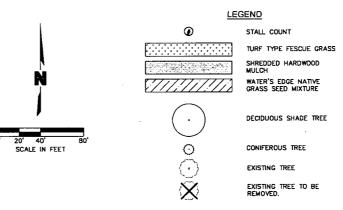
VANDERWOLF'S LIMBER PINE B&B 6' HT. AS SHOWN 20' 10'

CA 5

PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'

	LANDSCAF	PE REGULATIONS -	CITY OF LA	VISTA
	ZONING CLASSIFICATION	R3 - PUD		
	LOT AREA	273,927 S.F. (6.29 AC.)		
		REQUIRED	PROVIDED	COMMENTS
	LANDSCAPE REQUIREMENTS (7.1	7.03)		
a .	7.17.03.02 Street Frontage	15*	49.14	
ь.	7.17.03.02(3) Street Frontage Trees	1 Tree / 40' of Street Frontage	11	Calculations: 422' / 40' = 11 Trees.
С.	7.17.03.03 Side Yard	10"	10'	
b .	7.17.03.03(2) Side Yord Screening	6' Minimum height	6,	6' High Landscape screen
d.	7.17.03.04 Rear Yard	10'	NA	Adjacent zoning — C-1
3 .	7.17.03.06 Parking Interior Landscaping	10 sq ft/ Stall	4215 sq ft	Calculations: 74 stalls x 10 st ft = 740 sq ft
	7,17.03.07 Perimeter Landscaping	1 Tree / 40' of Street Frontage	NA	Rezoning to R3-PUD
	SCREENING REQUIREMENTS (7.17	.04)		
J.	7.17.04.01 Parking	3' Minimum height	NA	No abutting residential district or ROW
э.	7.17.04.02 Commercial or Industrial Use	6' Minimum height	NA	Rezoning to R3-PUD

A MINIMUM OF TWO SPECIES LISTED UNDER THE DECIDUOUS TREE CATEGORY A MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS TREE CATEGORY A MINIMUM OF ONE SPECIES LISTED UNDER THE DECIDIOUS STRUBS CATEGORY A MINIMUM OF ONE SPECIES LISTED UNDER THE CONIFEROUS SHRUBS CATEGORY



® w C 5' SIDEWALK SON D RETAINING WALL WITH FENCE E DUMPSTER ENCLOSURE WITH SCREENING ELECTRICAL TRANSFORMER N UTILITY PAD AREA WITH 8' HIGH WOOD FENCE S SS $\overline{\mathsf{O}}$ 10.00' SIDE YARD 49,14" STREET FRONTAGE 422' LINEAR FEET OF STREET FRONTAGE PARKING INTERIOR LANDSCAPE (TYP) HUSBURYS H 35.19 459.33 SCALE IN FEET LANDSCAPE TABULATIONS

SITE KEY NOTES

COMPOST. A 3° LAYER SHALL BE PLACED OVER TOP OF SHRUB PLANTING AREA AND ROTOTILLED TO A DEPTH OF 9° BEFORE PLANTING. RAKE AREA SMOOTH.

- 12. ALL TREES IN SAME PLANTING AREA SHALL BE PLACED AND PLANTED AT THE SAME TIME. IF ANY PLANTS REMAIN ON THE SITE FOR MORE THAN 8 HOURS, THAT PLANT MATERIAL SHALL BE HEELED—IN ON SITE TO MAINTAIN THE MATERIAL'S HEALTH AND VITALITY. PLANTS SHALL BE PROTECTED AND MAINTAINED, INCLUDING BUT NOT LIMITED TO WATER AND SHADE. WHILE ON-SITE, ANY PLANTS DEEMED NOT IN SATISFACTORY HEALTH OR CONDITION AT THE TIME OF PLANTING BY THE LANDSCAPE ARCHITECT OR THEIR REPRESENTATIVE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- ALL TREES, SHRUB MASS PLANTINGS, AND ANNUAL AND ORNAMENTAL PLANTING BEDS SHALL RECEIVE SHREDDED HARDWOOD MULCH TO A DEPTH OF 4" AS NOTED ON THE
- 14. LIMITS OF SEEDING SHOWN IS BASED ON THE ESTIMATED GRADING LIMIT. CONTRACTOR SHALL BE RESPONSIBLE FOR SODDING/SEEDING ALL AREAS THAT ARE DISTURBED DURING THE CONSTRUCTION PROCESS.
- 15. ALL TURF AREAS ARE TO BE IRRIGATED VIA SPRAY IRRIGATION AND PLANTING AREAS TO BE IRRIGATED VIA DRIP IRRIGATION. IRRIGATION CONTRACTOR IS RESPONSIBLE TO DESIGN A SYSTEM THAT SUPPLIES EVEN COVERAGE WITH NO OVERSPRAY ON BUILDING OR PAVED AREAS. CONTRACTOR WILL PROVIDE AN AS-BUILT DRAWING OF THE SYSTEM TO THE
- 16. CONTRACTOR TO SHALL BE RESPONSIBLE FOR WATERING ALL PLANT MATERIALS UNTIL TH TIME THE PERMANENT IRRIGATION SYSTEM IS FULLY FUNCTIONAL AND SUBSTANTIAL COMPLETION OF THE PROJECT HAS TAKEN PLACE. ANY MATERIAL WHICH DIES, OR DEFOULATES (PRIOR TO ACCEPTANCE OF THE WORK) WILL BE PROMPTLY REMOVED AND
- 17. PRIOR TO GRANTING SUBSTANTIAL COMPLETION, THE OWNER AND/OR LANDSCAPE ARCHITECT SHALL COMPILE A FINAL PUNCHLIST OF UNSATISFACTORY OR INCOMPLETE ITEMS. CONTRACTOR SHALL BE NOTIFIED IN WRITING OF SUBSTANTIAL COMPLETION.
- THE CONTRACTOR WILL COMPLETELY GUARANTEE ALL WORK FOR THE PERIOD SPECIFIED THE WARRANTY CHART BELOW.

WARRA	NTY CHA	RT
SUBSTANTIAL COMPLETION DATE	DURATION	WARRANTY EXPIRATION
DECEMBER	19 MONTHS	JULY
JANUARY	18 MONTHS	JULY
FEBRUARY	17 MONTHS	JULY
MARCH	16 MONTHS	JULY
APRIL	15 MONTHS	JULY
MAY	14 MONTHS	JULY
JUNE	13 MONTHS	JULY
JULY	12 MONTHS	JULY
AUGUST	12 MONTHS	AUGUST
SEPTEMBER	12 MONTHS	SEPTEMBER
OCTOBER	12 MONTHS	OCTOBER
NOVEMBER	12 MONTHS	NOVEMBER

WARRA	NTY CHA	RT
SUBSTANTIAL COMPLETION DATE	DURATION	WARRANTY EXPIRATION
DECEMBER	19 MONTHS	JULY
JANUARY	18 MONTHS	JULY
FEBRUARY	17 MONTHS	JULY
MARCH	16 MONTHS	JULY
APRIL	15 MONTHS	JULY
MAY	14 MONTHS	JULY
JUNE	13 MONTHS	JULY
JULY	12 MONTHS	JULY
AUGUST	12 MONTHS	AUGUST
SEPTEMBER	12 MONTHS	SEPTEMBER
OCTOBER	12 MONTHS	OCTOBER
NOVEMBER	12 MONTHS	NOVEMBER

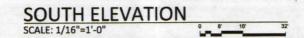
D E	FINAL PLANNED UNIT DEVELOP LANDSCAPE PLAN	GOOD NEIGHBOR SENIOR LIV
BY	FINAL PLAN	GOOD NEI

015-0483 4/6/1 SHEET

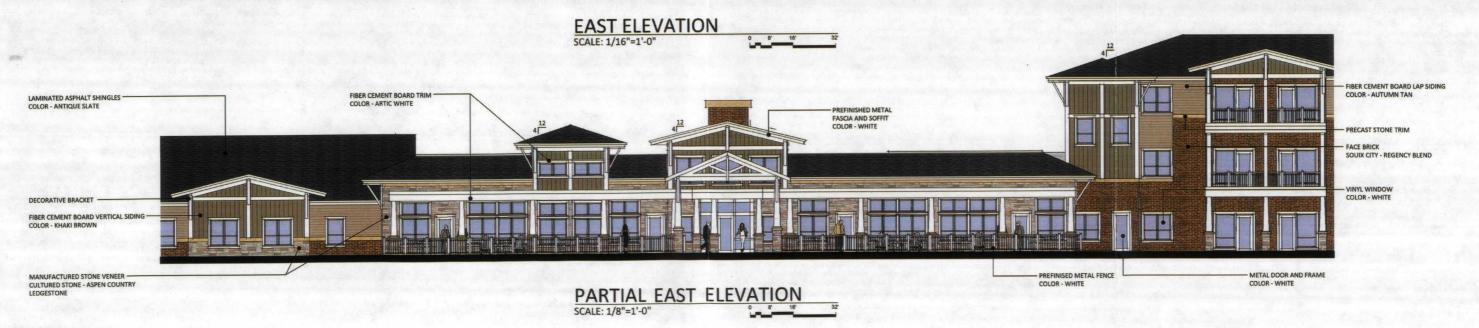
C3 0

11. ALL TREE/SHRUB PLANTING AREAS SHALL BE AMENDED WITH A LOCALLY PRODUCED











Nelson Development Senior Housing

LA VISTA, NEBRASKA

7-27-15 | COMM#58475-15039









PARTIAL WEST ELEVATION
SCALE: 1/8"=1'-0"

\$ __ 8 __ 16"



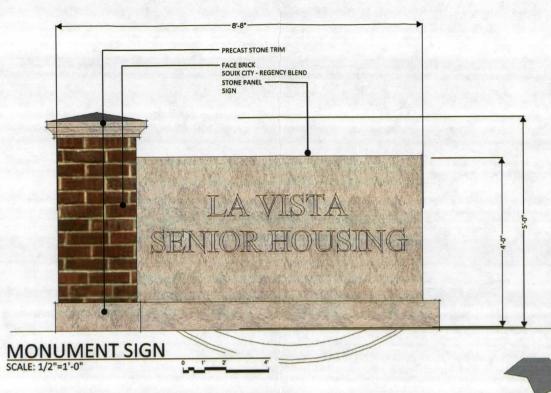
Nelson Development Senior Housing

LA VISTA, NEBRASKA 7-27-15 | COMM#58475-15039











VIEW OF MAIN ENTRY



Nelson Development Senior Housing

LA VISTA, NEBRASKA 7-27-15 | COMM#58475-15039





VIEW OF MEMORY GARDEN



VIEW FROM CORNER OF BRENTWOOD DR



Nelson Development Senior Housing

LA VISTA, NEBRASKA 7-27-15 | COMM#58475-15039





1.800.574.1076 - www.eprivacylink.com

LIBERTY ALUMINUM FENCE IS AN ECONOMICAL YET PROVEN, FENCE SOLUTION without all the extras. The one exception is the FencCoat finish - a long-lasting, high-quality powder coat that is guaranteed not to crack, chip or peel for the life of the fence. It is twice as thick as paint, more durable, and fade and scratch resistant. And, it is nearly maintenance free.



All Jerith aluminum fences are constructed using a high-strength aluminum alloy called HS-35™ that will never rust, even in coastal areas or around pools. Liberty is available in black or bronze and a variety of styles and heights.



Available colors:

Black

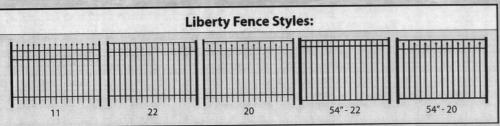
Bronze

These color swatches are only approximations. Please refer to actual color samples for final matching.

Style and Height Combinations 11 & 22 48"

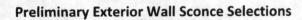
20 & 22 Modified 54" 20 & 2260"













Re:

La Vista Senior Housing

Omaha, NE

PAI #58475-15039

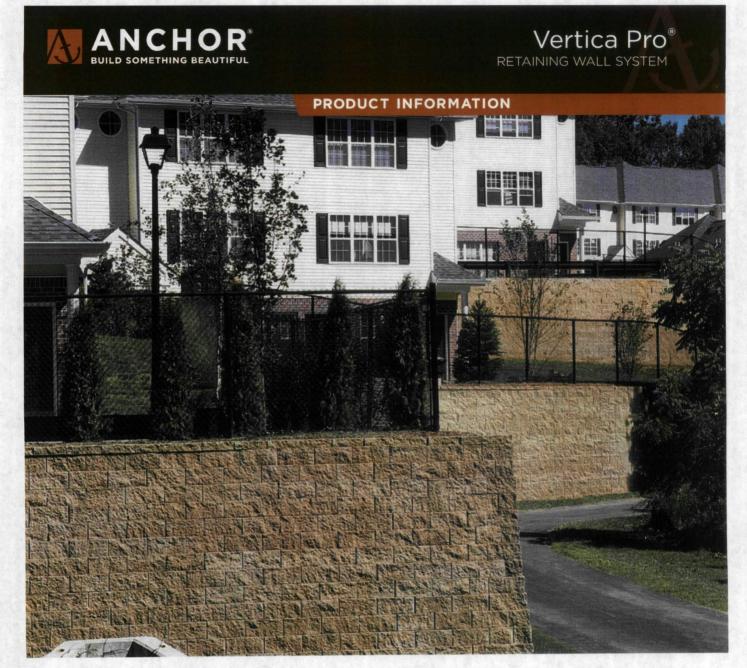
Subject: Exterior Wall Sconce

Date:

April 13, 2015

1.01	Exterior Wall Sconce @ Entrance
	NUVO #60/4992 Boxwood 1 Light Outdoor Wall Lantern in Rustic Bronze
	KICHLER #49072BST Atwood 1 Light Outdoor Wall Lantern in BST
	KICHLER #492280Z Franceasi Collection Outdoor Wall 1Lt





Designed for steep, sloping hillsides and other structural challenges, the Vertica Pro* retaining wall system can be built to virtually any height in incredibly tight spaces – thanks to an impressive 4-degree batter, built-in alignment locators, and a near-vertical rise for less excavation and land loss. Typically used with geosynthetic reinforcement, Vertica Pro blocks meet or exceed industry standards for strength and durability.

- Pinless, patented locator lug gives quick, uniform setback for reduced labor costs
- Used in commercial-site development or anywhere space is at a premium
- Warm earth-tone colors and rugged, rock-like texture
- For gravity wall applications, the Vertica Pro system, with its deeper design, can accommodate walls up to approximately 6 feet high, including buried course, but excluding the cap*

• Taller walls can be built using geosynthetic reinforcement or the Anchorplex™ retaining wall system when designed by a qualified engineer

Straight Face

- Minimum outside radius, measured on the top course to the front of the units: 8 feet, 6 inches
- Minimum inside radius, measured on the base course to the front of the units: 5 feet, 6 inches

Beveled Face

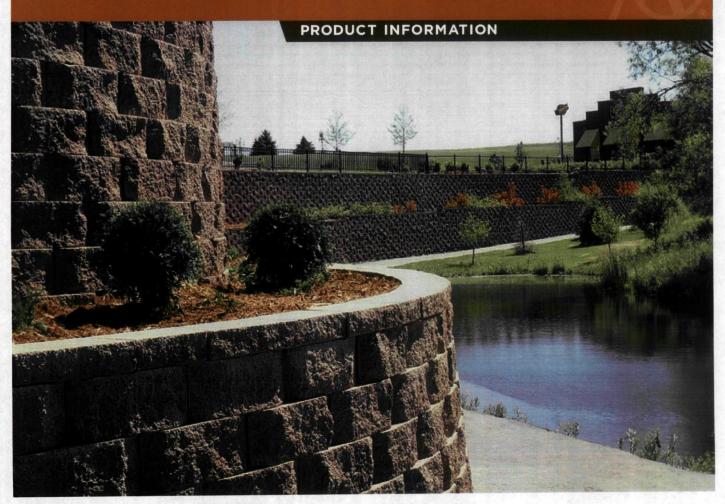
- Minimum outside radius, measured on the top course to the front of the units: 5 feet, 6 inches
- Minimum inside radius, measured on the base course to the front of the units: 8 feet

^{*}This height assumes cores and insets are filled with drainage aggregate, level backfill and clean, compacted sand or gravel and no surcharge.



Vertica Pro®

RETAINING WALL SYSTEM







Stretcher Units	Straight Face	Beveled Face
Approximate Dimensions*	8" × 18" × 20"	8" × 18" × 20"
Approximate Weight*	115 lbs.	112 lbs.
Coverage	1.00 sq. ft.	1.00 sq. ft.
Setback/System Batter	1/2"/4°	1/2"/4°





Accessory Units	Сар	Corner
Approximate Dimensions*	Front, $4'' \times 17^{1/4}'' \times 10^{3/8}''$ Back, $4'' \times 12'' \times 10^{3/8}''$	8" × 18" × 9" 8" × 18" × 9"
Approximate Weight*	41 lbs.	101 lbs.
Coverage	1.22 lin. ft.	1.50 sq. ft.

A&B0808 73.3073.1 08/11 4015

Visit anchorwall.com for installation instructions.

Product dimensions are height by face length by depth. Actual dimensions and weights may vary from these approximate values due to variations in manufacturing processes. Specifications may change without notice. See your Anchor representative for details, color options, block dimensions and additional information.

© 2011 Anchor Wall Systems, Inc. The Vertica Pro" wall system is manufactured under license from Anchor Wall Systems, Inc. (AWS). The "Anchor A" and "Anchor Build Something Beautiful" logos, "Anchorplex" and "Vertica Pro" are trademarks of AWS. The wall system blocks are covered by the AWS Limited Warranty. For a complete copy, visit your local dealer or see anchorwall.com.

Anchor Wall Systems, Inc., 5959 Baker Road, Suite 390, Minnetonka, MN 55345.



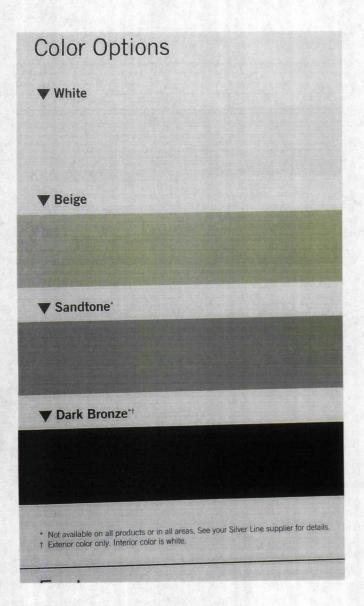


POPE

Exterior Finishes LA VISTA, NEBRASKA

Revised Material Selections - 7/27/15







VINYL WINDOW COLOR - "WHITE"

FIBER CEMENT BOARD LAP SIDING
"Navajo Beige" replaces siding color
"Autumn Tan"



Prism P2510 Fawn Tan



MORTAR COLOR
"Prism P2510 Fawn Tan

POPE ARCHITECTS, INC.