

COUNTER ABH C.E. ABH
VERIFY ABH D.E. ABH
PROOF ABH
FEES \$ 118⁰⁰
CHECK # _____
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REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2017-19793

08/17/2017 8:40:53 AM

Lloyd J. Dowding

REGISTER OF DEEDS



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

*RJR
elson Construction & Develop
18th Ave, Ste 200
Des Moines, IA 50309*

**SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2842
402-593-5773**

H

**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 18th day of July, 2017, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to, La Vista Senior Housing, LLC (“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 and operating 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 for seniors 55 years of age or older, 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 City Planner for approval.
 - c. This continuing care facility is intended for senior assisted living, and memory care. Facilities shall consist of 30 units of memory care and 80 units of assisted living units. 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, staff, and visitors is to remain on-site; no on-street parking is allowed on Brentwood Drive or South 97th Plaza. The site plan provides for reduced parking on the site, subject to periodic review to the satisfaction of the City Engineer that on-site parking capacity is sufficient. If the City Engineer determines that on-site parking capacity is insufficient, the Owner agrees to construct additional parking on the site as directed by the City Engineer, provided that the total parking required on-site shall not exceed applicable parking requirements set forth in the La Vista Zoning Ordinance.
 - 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.
 - 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 July 18, 2017, 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: La Vista Senior Housing, LLC
Jacob Wolfgang
218 6th Ave., STE. 200
Des Moines, IA 50309
(515) 457-9000

Effective Date:

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



THE CITY OF LA VISTA

By *[Signature]*
Douglas Kindig, Mayor

Attest:

Pamela A. Bueche
Pamela A Bueche, 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: *[Signature]*

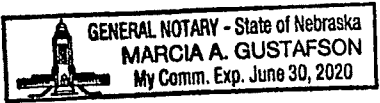
Title: Manager, La Vista Senior Housing, LLC

Date: 7/25/2017

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

On this 9th day of August, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buehe, 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.



Marcia A. Gustafson
Notary Public

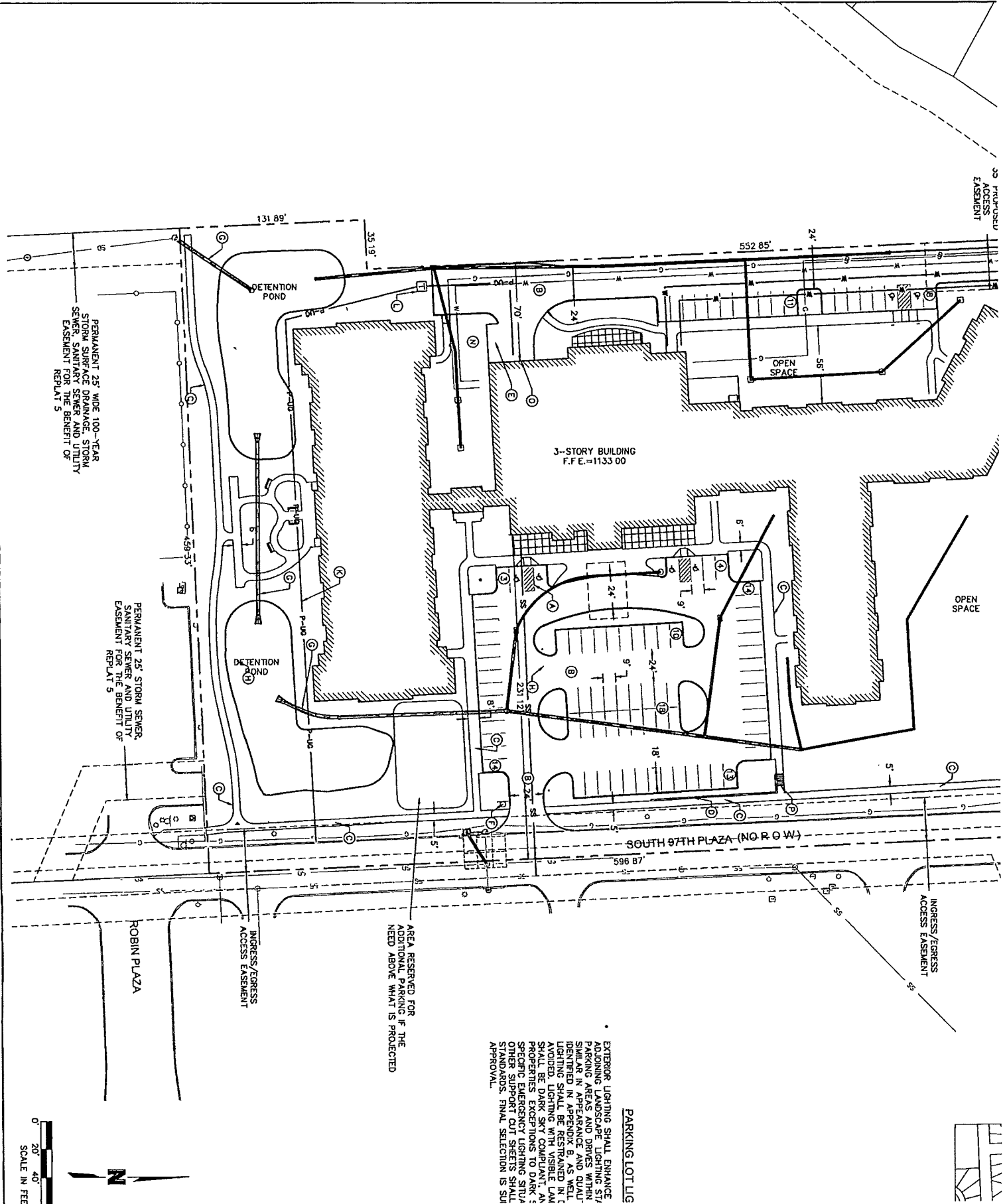
ACKNOWLEDGMENT OF NOTARY

Iowa or
STATE OF NEBRASKA)
) ss.
COUNTY OF Polk)

On this 25th day of July, 2017, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Michael K. Nelson, personally known by me to be the manager of La Vista Senior Housing, 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.

Janelle Long
Notary Public





PARKING LOT LIGHT

EXTERIOR LIGHTING SHALL ENHANCE ADJOINING LANDSCAPE LIGHTING. SIGNALLING AREAS AND DRIVES WITHIN PARKING AREAS SHALL BE IDENTIFIED IN APPEARANCE AND QUALITY IDENTIFIED AND BE RESTRICTED TO IDENTIFIED LIGHTING WITH VISIBLE LAMPS SHALL BE DARK SKY COMPLIANT. ANOTHER SPECIFIC EMERGENCY LIGHTING SITUATION SUPPORT OUT SHEETS SHALL STANDARDS. FINAL SELECTION IS SUBJECT TO APPROVAL.

AREA RESERVED FOR ADDITIONAL PARKING IF THE NEED ABOVE WHAT IS PROTECTED

PERMANENT 25' WIDE 100-YEAR STORM SURFACE DRAINAGE, STORM SEWER, SANITARY SEWER AND UTILITY EASEMENT FOR THE BENEFIT OF REPLAT 5

PERMANENT 25' STORM SEWER, SANITARY SEWER AND UTILITY EASEMENT FOR THE BENEFIT OF REPLAT 5

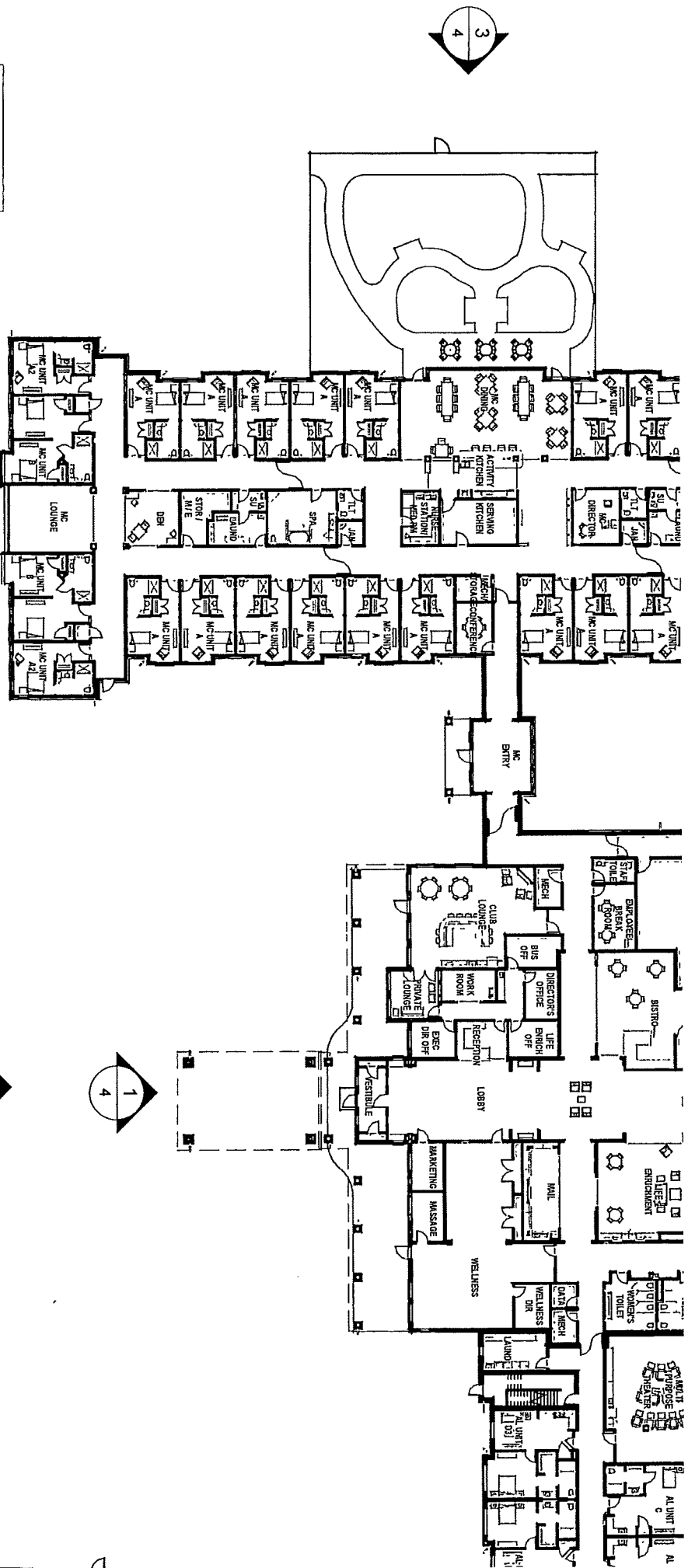
ROBIN PLAZA

INGRESS/EGRESS ACCESS EASEMENT

INGRESS/EGRESS ACCESS EASEMENT

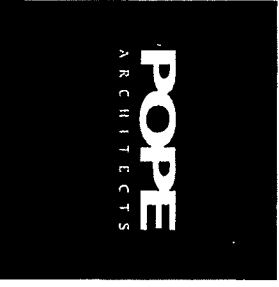
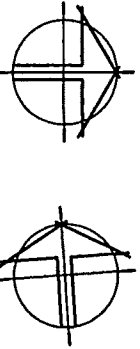
INGRESS/EGRESS ACCESS EASEMENT





Unit Mix
 (30) MC Units
 (80) AL Units

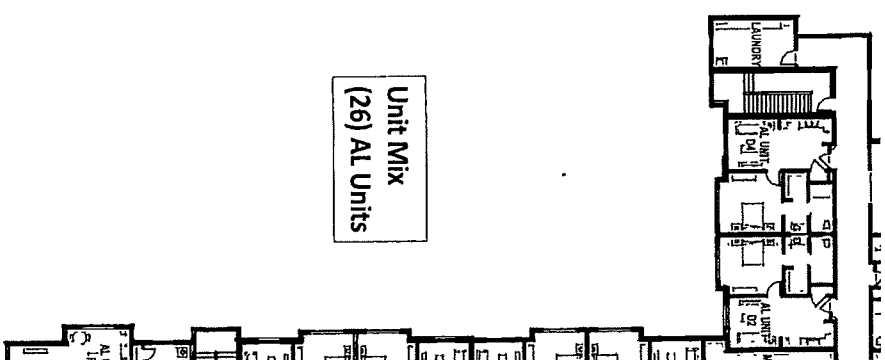
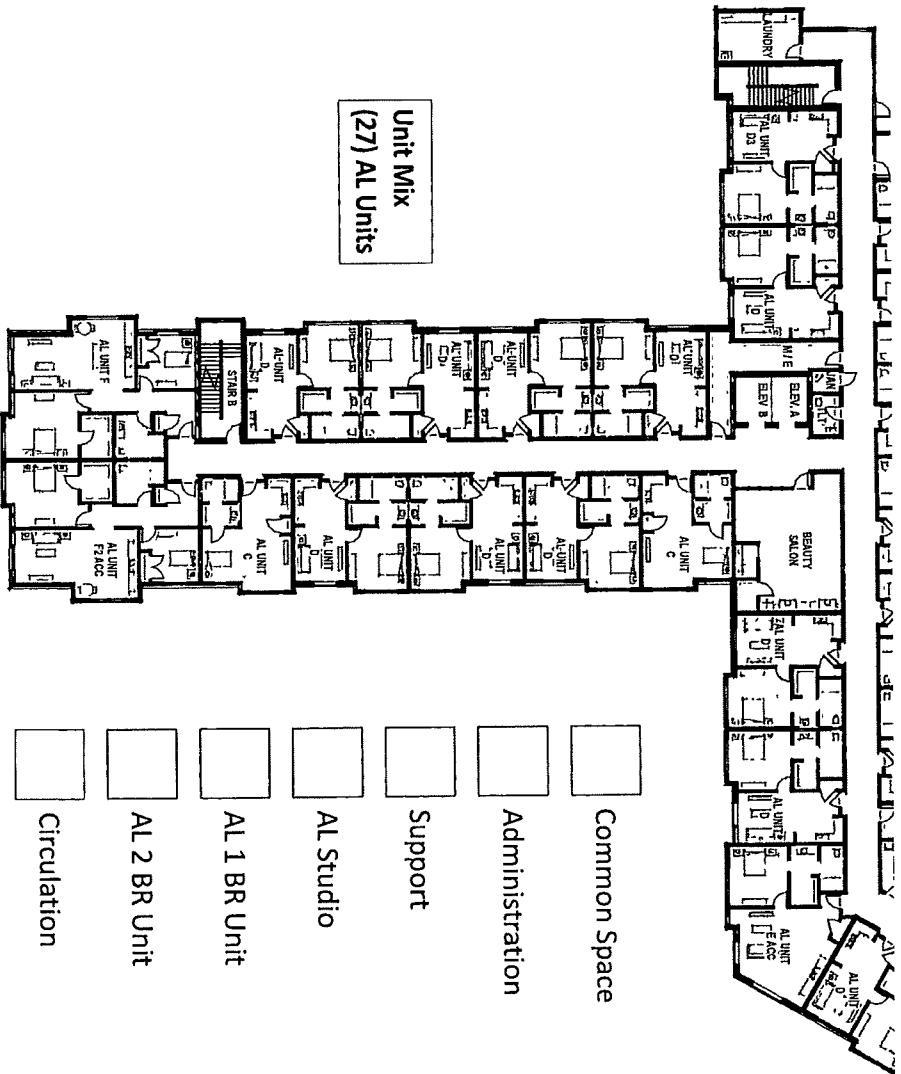
FIRST FLOOR
 66,783 SF



Nelson Development Senior Housing

96TH STREET AND GILES ROAD, LA VISTA, NE
 4/27/17 | COMM#58475-15039

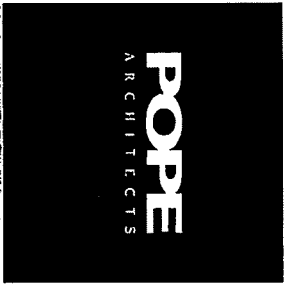
© 2017 POPE ARCHITECTS, L.L.C. ALL RIGHTS RESERVED. PROJECT NO. 17-001. SCALE: 1/8" = 1'-0".

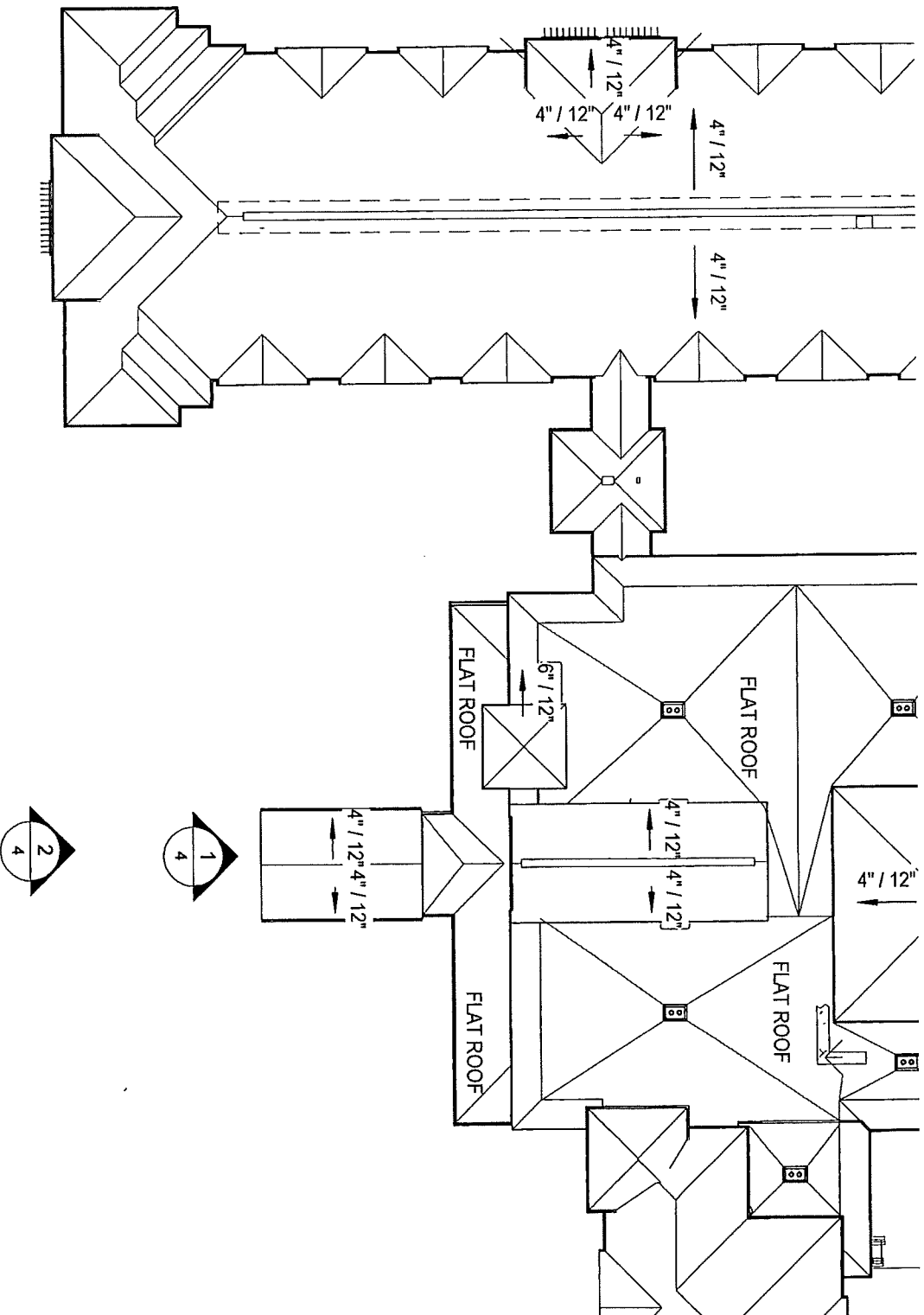


SECOND FLOOR
24,395 GSF

THIRD FLOOR
24,395 GSF

Nelson Development Senior Housing
96TH STREET AND GILES ROAD, LA VISTA, NE
3/31/17 | COMM#58475-15039

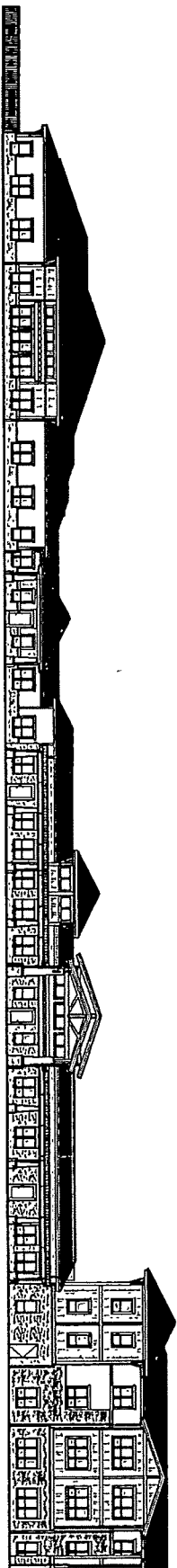




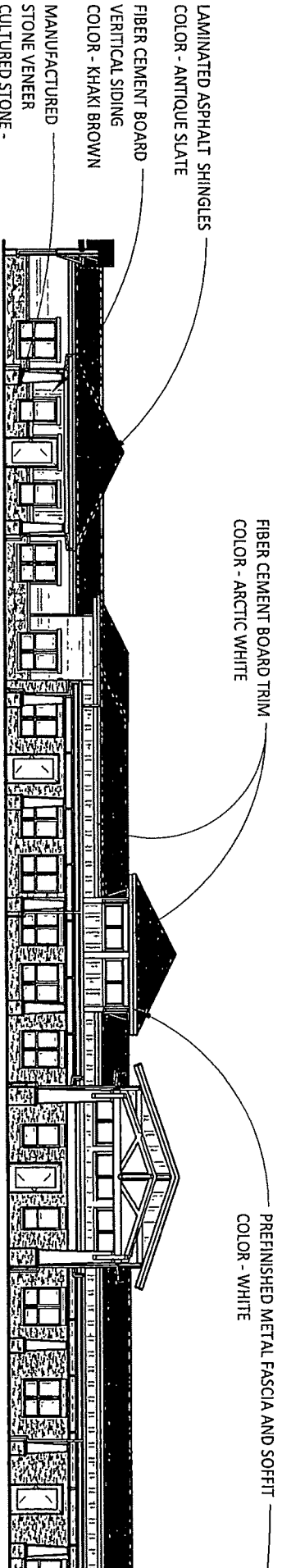
ROOF PLAN

POPE
 ARCHITECTS
1000 SHREVEPORT AVENUE, SUITE 200, NEW ORLEANS, LA 70112
 (504) 581-5188

Nelson Development Senior Housing
 96TH STREET AND GILES ROAD, LA VISTA, NE
 04/27/17 | COMM#58475-15039



EAST ELEVATION



PARTIAL EAST ELEVATION

- LAMINATED ASPHALT SHINGLES
COLOR - ANTIQUE SLATE
- FIBER CEMENT BOARD
VERTICAL SIDING
COLOR - KHAKI BROWN
- MANUFACTURED
STONE VENEER
CULTURED STONE -
ASPEN COUNTRY
LEDGESTONE
- FIBER CEMENT BOARD TRIM
COLOR - ARCTIC WHITE
- PREFINISHED METAL FASCIA AND SOFFIT
COLOR - WHITE

Nelson Development Senior Housing

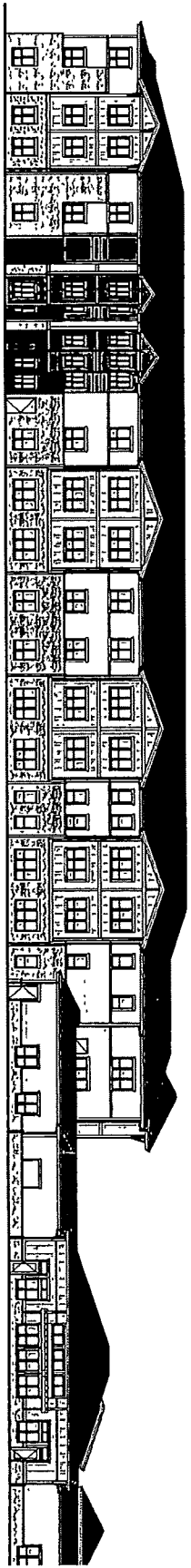
96TH STREET AND GILES ROAD, LA VISTA, NE

04/27/17 | COMM#58475-15039

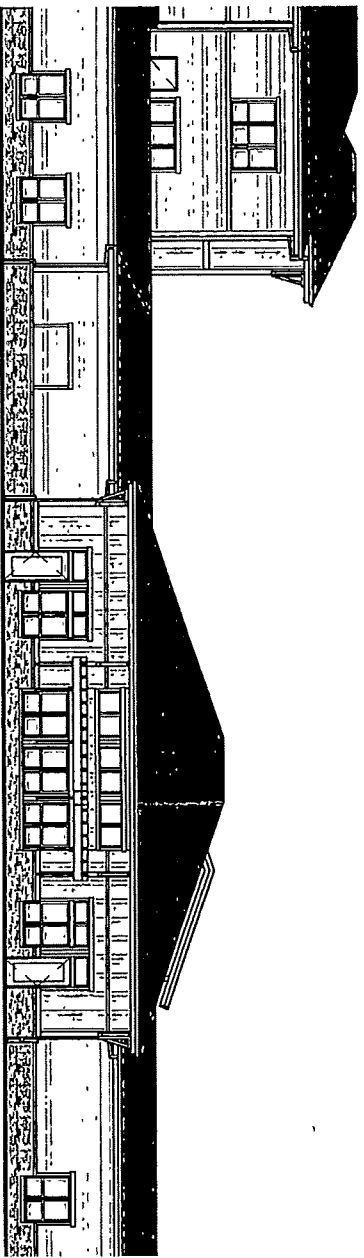


POPE ARCHITECTS
1000 N. GARDNER ST., SUITE 100
DENVER, CO 80202

NORIH ELEVATION

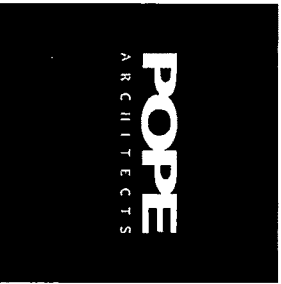


WEST ELEVATION



PARTIAL WEST ELEVATION

Nelson Development Senior Housing
96TH STREET AND GILES ROAD, LA VISTA, NE
04/27/17 | COMM#58475-15039



POPE ARCHITECTS
2000 N. GARDNER STREET, SUITE 100
LA VISTA, NE 68026



ANCHOR[®]
BUILD SOMETHING BEAUTIFUL

Vertica Pro[®]
RETAINING WALL SYSTEM

PRODUCT INFORMATION



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

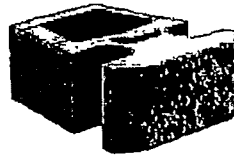
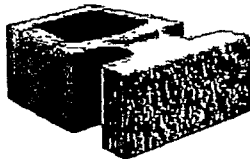
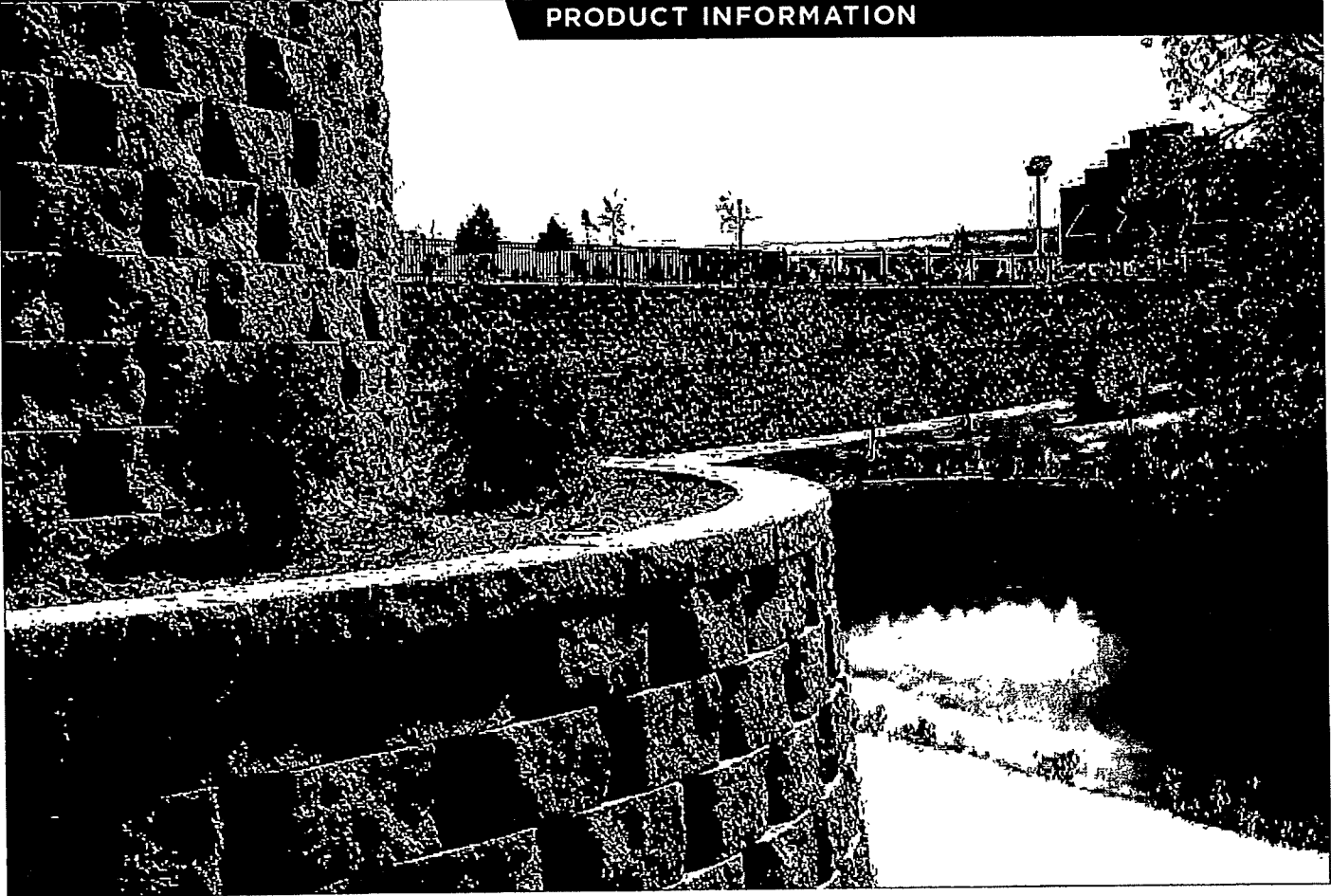
11

Vertica Pro[®]

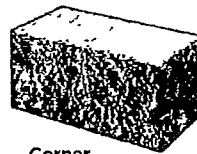
RETAINING WALL SYSTEM



PRODUCT INFORMATION



Stretcher Units	Straight Face	Beveled Face
Approximate Dimensions*	8" x 18" x 20"	8" x 18" x 20"
Approximate Weight*	115 lbs	112 lbs
Coverage	100 sq ft	100 sq ft
Setback/System Batter	1/2"/4°	1/2"/4°



Accessory Units	Cap	Corner
Approximate Dimensions*	Front, 4" x 17 1/4" x 10 3/8" Back, 4" x 12" x 10 3/8"	8" x 18" x 9" 8" x 18" x 9"
Approximate Weight*	41 lbs	101 lbs
Coverage	122 lin ft.	1.50 sq ft.

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.

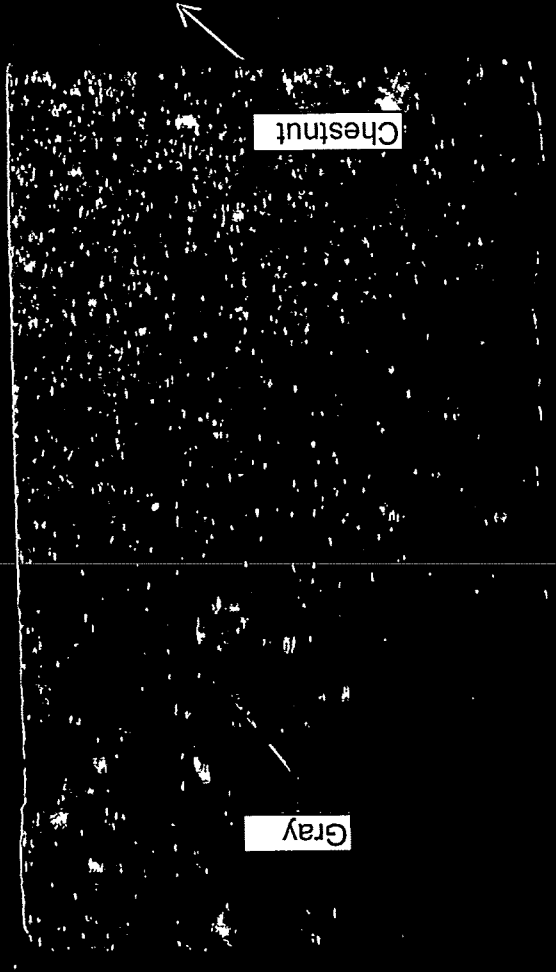
© 2011 Anchor Wall Systems, Inc. The Vertica Pro[®] wall system is manufactured under license from Anchor Wall Systems, Inc. (AWS). The "Anchor A" and "Anchor Build Something Beautiful" logos, "Anchorplex" and "Vertica Pro" are trademarks of AWS. The wall system blocks are covered by the AWS Limited 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

A&B0808

73 30731 08/11 4015





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M

Chestnut

Gray

Jerith Liberty Aluminum Fence



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

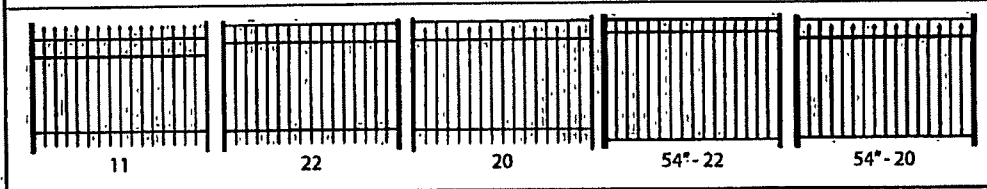
These color swatches are only approximations. Please refer to actual color samples for final matching.

Style and Height Combinations

11 & 22	48"
20 & 22 Modified	54"
20 & 22	60"



Liberty Fence Styles:



Ornamental Fencing

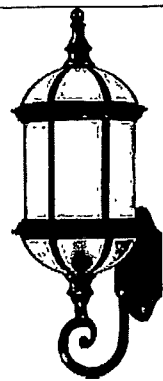
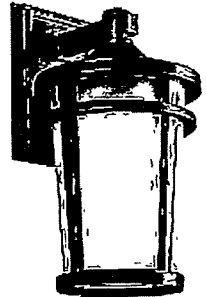
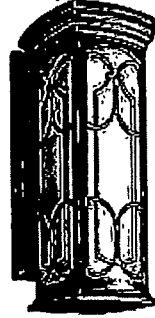
4

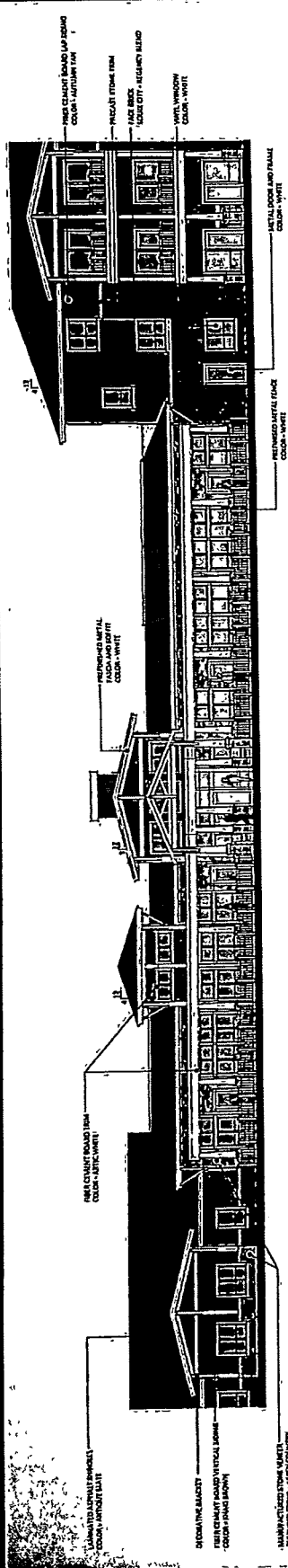
Preliminary Exterior Wall Sconce Selections

Re: La Vista Senior Housing
Omaha, NE
PAI #58475-15039

Subject: Exterior Wall Sconce

Date: April 13, 2015

<p>1.01</p> 	<p>Exterior Wall Sconce @ Entrance</p> <p>NUVO #60/4992 Boxwood 1 Light Outdoor Wall Lantern in Rustic Bronze</p>
	<p>KICHLER #49072BST Atwood 1 Light Outdoor Wall Lantern in BST</p>
	<p>KICHLER #49228OZ Franceasi Collection Outdoor Wall 1Lt</p>



PERMANENT BROWN LAP SIDING
COLOR - AUTUMN FALL

PERCUT STONE TRIM
COLOR - WHITE

PAVE BLOCK
COLOR - RED/BLACK/WHITE

METAL DOOR AND TRAILER
COLOR - WHITE

PERMANENT METAL
FACED AND TRIM
COLOR - WHITE

PERMANENT BROWN LAP SIDING
COLOR - WHITE

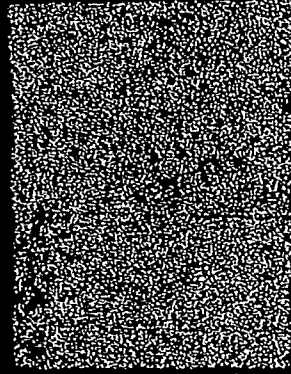
PERMANENT BROWN LAP SIDING
COLOR - AUTUMN FALL

PERMANENT METAL
FACED AND TRIM
COLOR - WHITE

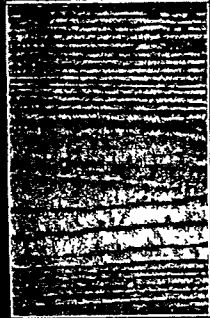
PERMANENT BROWN LAP SIDING
COLOR - WHITE

PARTIAL EAST ELEVATION

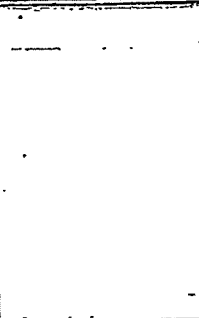
SCALE: 1/8" = 1'-0"



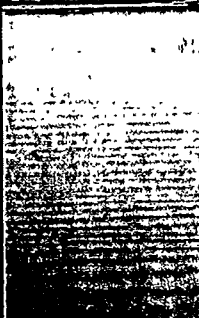
LAMINATED ASPHALT SHINGLES
COLOR - ANTIQUE SLATE



PERMANENT BROWN LAP SIDING (LEFT)
COLOR - AUTUMN FALL



PERMANENT METAL (MIDDLE)
COLOR - WHITE



PERMANENT BROWN LAP SIDING (RIGHT)
COLOR - ANTIQUE SLATE



PERMANENT BROWN LAP SIDING
COLOR - ANTIQUE SLATE



MANUFACTURED STONE VENEER
APPROXIMATELY 10% LARGER

Nelson Development Senior Housing
Exterior Finishes
 LA VISTA, NEBRASKA
 COMMISSION #58475-1035

NELSON
 CONSTRUCTION & DEVELOPMENT

POPE
 MANUFACTURING

2017-14743 R

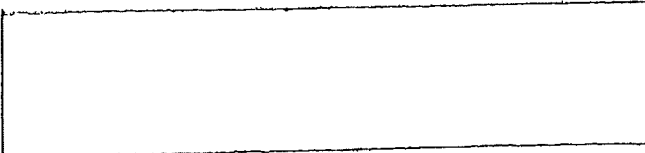
Revised Material Selections - 7/27/15



Color Options

▼ White

▼ Beige



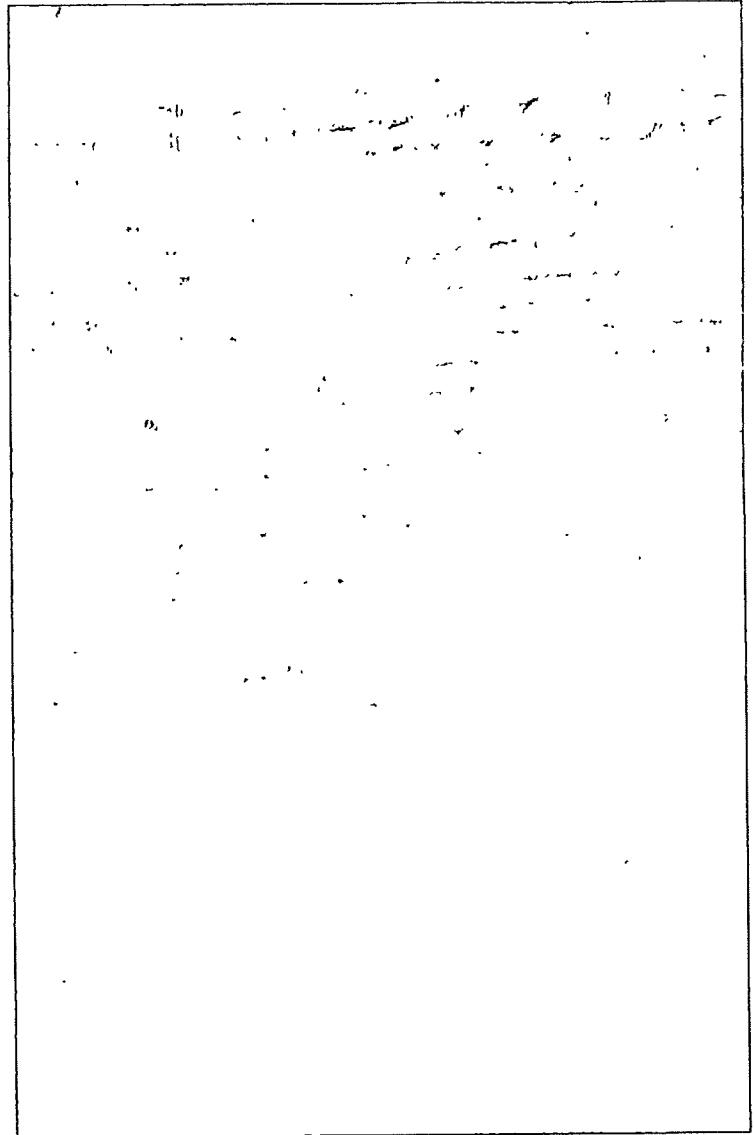
▼ Sandtone*



▼ Dark Bronze†

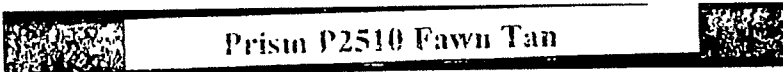


* Not available on all products or in all areas. See your Silver Line supplier for details.
† Exterior color only. Interior color is white.



VINYL WINDOW COLOR - "WHITE"

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



MORTAR COLOR
"Prism P2510 Fawn Tan"

POPE ARCHITECTS, INC.