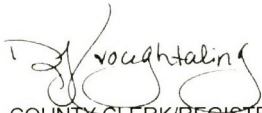


FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2019-09145

05/09/2019 10:26:00 AM



COUNTY CLERK/REGISTER OF DEEDS

COUNTER ah ah  
VERIFY ah ah  
PROOF P  
FEES \$ 100.00  
CHECK# \_\_\_\_\_  
CHG LOP CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_



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**PLANNED UNIT DEVELOPMENT AGREEMENT  
(GRANITE LAKE VILLAS)**

This Planned Unit Development Agreement (this "Agreement") is made on this 19th day of March, 2019 (the "Effective Date"), by and between the City of Papillion, Nebraska, a municipal corporation (hereinafter referred to as "City"), and Woodland Homes Inc., a Nebraska Corporation (hereinafter referred to as "Developer").

**RECITALS:**

A. Developer is the lawful owner of the following legally described real property located in Sarpy County, Nebraska, to-wit:

Lots 270 - 299, and Outlots M, O & P, Granite Lake, in the City of Papillion, Nebraska, as surveyed, platted and recorded in Sarpy County, Nebraska ("Granite Lake Villas"). (Exhibit A)

B. Granite Lake Villas is zoned R-4 Multiple-Family Residential and has all of the rights and privileges associated with that current zoning district per Chapter 205 Zoning Ordinance of the City of Papillion of City's Municipal Code (the "Zoning Ordinance").

**NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:**

Section 1. Permitted Uses. Except as provided for in this Agreement, Lots 270 – 299 (each individually a "Lot" and collectively the "Lots"), may be used and developed pursuant to Table 205-38 of the Zoning Ordinance. No buildings shall be constructed on Outlots M, O, and P (each individually an "Outlot" and collectively the "Outlots"). Outlots M, O, and P shall be utilized for the following:

- Outlot M – Landscaping and Signage Easement
- Outlot O – Wetland and Floodplain Area
- Outlot P – Green Space Area

Section 2. Site Plan. Developer hereby acknowledges and agrees that the property shall be developed generally in accordance with the site plan attached hereto as Exhibit B and incorporated herein by this reference (the "Site Plan").

Section 3. Site Development Regulations. Except as specifically set forth on the Site Plan and in this Agreement, the Lots shall be developed in accordance with the site development regulations promulgated under the R-4 Multiple-Family District under the Zoning Ordinance; provided; however, that the setbacks shall be adjusted to be as follows:

Front Yard Setback –	25 Feet
Interior Side Yard Setback –	5 Feet
Street Side Yard Setback –	15 Feet
Rear Yard Setback –	20 Feet

Section 4. Architectural Theme. The building elevations, building materials, and color palette for the development (collectively, the "Architectural Theme") shall be generally consistent with the building elevations set forth on Exhibit C and the building materials and color palette set forth on Exhibit D. The conceptual building elevations shall be compatible with the height, massing, and general design character shown on Exhibit C. It is understood and agreed that the design details for the elevations, facades, columns, window bays, building materials and other architectural features may be modified from time to time by the owner or developer of such building; provided that the Planning Director, or his or her designee, determines that such modifications are consistent with the Architectural Theme.

Section 5. Community Value Amenities. The community value amenities in Outlot "O" shall be generally consistent with the examples set forth on Exhibit E (collectively, the "Community Value Amenities"). The wild bird habitat types shown on Exhibit E-1, food plot species shown on Exhibit E-2 and bench types shown on Exhibit E-3 may be modified from time to time by the owner or Developer; provided that the Planning Director, or his or her designee, determines that such modifications are consistent with Community Value Amenities.

Section 6. Miscellaneous.

- A. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement and all their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit A, or any future replatting of the same. Every time the phrase "successors and assigns" is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be given to any instance in this contract in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.



- B. Notices. All notices, demands, and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing, whether or not so stated, and must be delivered personally, by nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. Notices shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three (3) business days after postmark if mailed. The initial addresses of the parties shall be:

To City:                      City of Papillion  
   Attn: City Clerk  
   122 East 3<sup>rd</sup> Street  
   Papillion, Nebraska 68046

To Developer:                Woodland Homes, Inc.  
   Attn: Gerald L. Torczon  
   11205 S. 150<sup>th</sup> Street, Suite 100  
   Omaha, Nebraska 68138

Such address may be changed from time to time by written notice to all other Parties.

- C. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.
- D. Entire Agreement. This Agreement, and the exhibits and documents attached hereto or referenced in this Agreement, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- E. Amendments. This Agreement may be amended, modified, or supplemented in writing by City and Developer as follows:
- i. Minor Amendments. The Planning Director, or his or her designee, may approve minor amendments to the approved Site Plan, provided that:
    - a. Changes in the alignment and location of structures do not exceed ten feet in any direction.
    - b. The floor area of any single building is not changed by more than 5%.

- c. All changes are within the allowable floor area ratios established by the project, are consistent with the adopted Site Plan, and have been approved in writing by any applicable property owners association established within the boundaries of the project.
- ii. Major Amendments. Any amendment not conforming to the provisions of Section 6(a) shall be considered tantamount to a new application and shall be submitted to the Planning Commission and City Council according to the procedures for new applications established in Section 205-134 of the Zoning Ordinance.

Any such amendment, modification, or supplement of this Agreement shall be executed by Developer and City and recorded in the Office of the Register of Deeds of Sarpy County, Nebraska (the "Register of Deeds"). Pursuant to the Master Fee Schedule of the City of Papillion, Developer shall reimburse City for any costs incurred recording this Agreement or any amendment, modification or supplement of this Agreement with the Register of Deeds.

- F. Successors and Assigns. This Agreement shall run with each of the Lots and Outlots and any future replatting(s) of said Lots and Outlots and shall be binding upon the parties hereto and their successors and assigns.
- G. Recordable Agreement. This Agreement shall be indexed and recorded against the Lots and Outlots, and any future replatting of the same, in the Register of Deeds.
- H. Nondiscrimination. In performance of this Agreement, the Parties, their respective agents, contractors, subcontractors, and consultants shall not discriminate or permit discrimination against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over such matter.
- I. Governing Law. The Parties to this Agreement shall conform to all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
- J. Forum Selection and Personal Jurisdiction. Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the state or county courts located in Sarpy County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska or the U.S. District Court located in



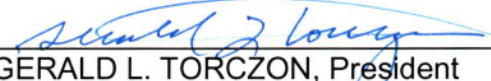
Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as applicable.

- K. Related Contract(s) Voidable. No elected official or any officer or employee of City shall have a financial interest, direct or indirect, in any City contract related to this Agreement. Any violation of this subsection with the knowledge of the person or corporation contracting with City shall render the contract(s) voidable by the Mayor or City Council.
- L. No Waiver. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or other Ordinances unless expressly stated.
- M. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of City, which may be withheld in City's sole discretion.
- N. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- O. Severability. In the event that any provision of this Agreement which shall prove to be invalid, void or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

*[Signatures on following pages]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

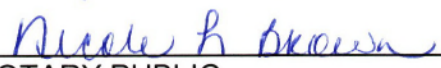
WOODLAND HOMES, INC., a Nebraska Corporation,

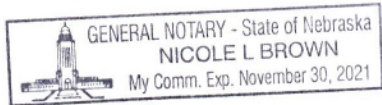
By:   
GERALD L. TORCZON, President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF SARPY    )

On this 7<sup>th</sup> day of March, 2019, before me, a Notary Public in and for said County, personally came GERALD L. TORCZON, President of WOODLAND HOMES, INC., a Nebraska corporation, known to me to be the identical person whose executed the above instrument, and acknowledged the execution thereof to be such person's voluntary act and deed on behalf of said corporation.

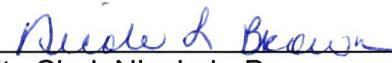
Notary Seal:

  
NOTARY PUBLIC



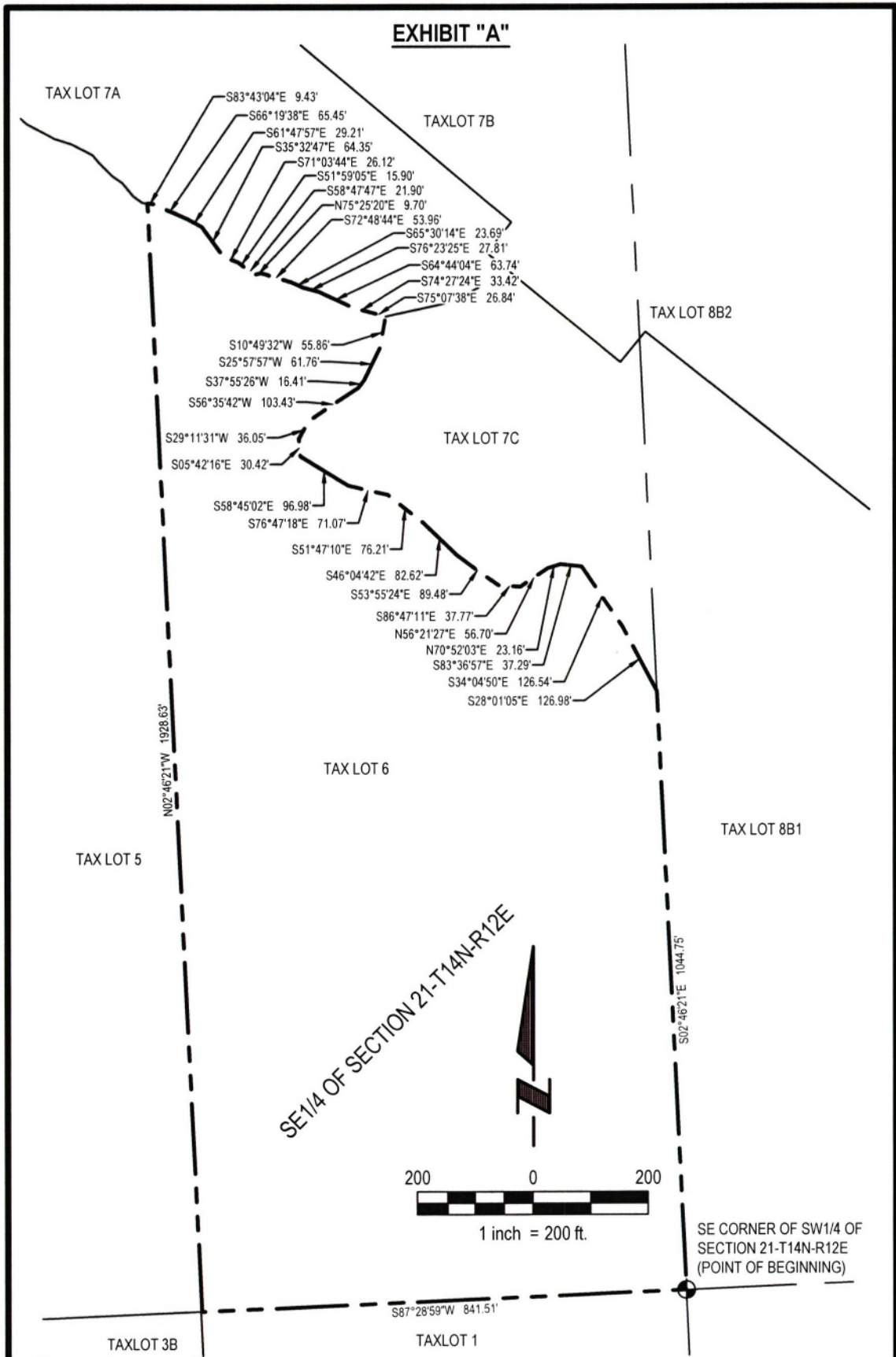
CITY OF PAPILLION, a Municipal Corporation

By:   
Mayor David P. Black

Attest:   
City Clerk Nicole L. Brown



**EXHIBIT "A"**



SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION

<p><b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental &amp; Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599</p>	<p><b>REZONING LEGAL</b> <b>TAX LOT 6</b> <b>SE1/4 OF SECTION 21-T14N-R12E</b> SARPY COUNTY, NEBRASKA</p>	
	<p>Drawn by: RLS Chkd by: _____ Date: 07/12/2017 Job No.: 2014.562.001 PAGE 1 OF 2</p>	



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

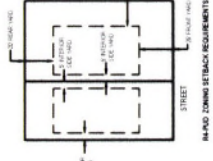
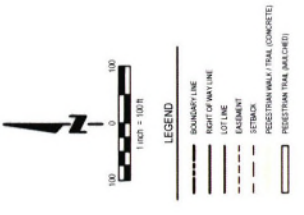
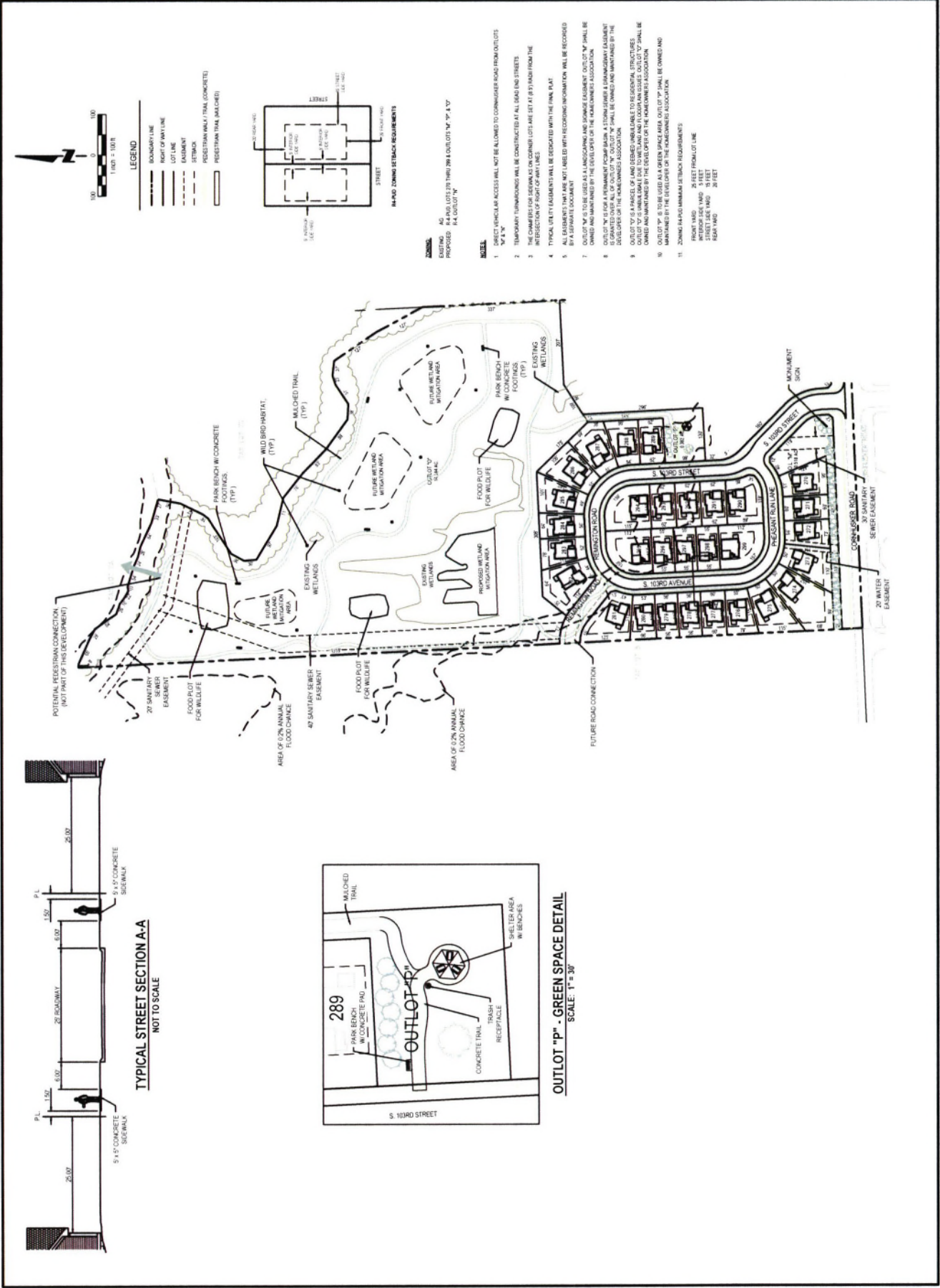
A TRACT OF LAND BEING LOCATED IN TAX LOT 6, A TAX LOT LOCATED IN PART OF THE SE1/4 OF THE SW1/4 AND PART OF THE NE1/4 OF THE SW1/4, LOCATED IN SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF SECTION 21, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID TAX LOT 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TAX LOT 8B1, A TAX LOT LOCATED IN THE SE1/4 OF SAID SECTION 21, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF TAX LOT 1, A TAX LOT LOCATED IN THE NW1/4 OF SECTION 28, SAID TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M.; THENCE S87°28'59"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF THE SW1/4 OF SECTION 21, SAID LINE ALSO BEING THE SOUTH LINE OF SAID TAX LOT 6, SAID LINE ALSO BEING THE NORTH LINE OF TAX LOT 1, A DISTANCE OF 841.51 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 6, SAID POINT ALSO BEING THE SOUTHEAST CORNER TAX LOT 5, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 21; THENCE N02°46'21"W ALONG THE WEST LINE OF SAID TAX LOT 6, SAID LINE ALSO BEING THE EAST LINE OF SAID TAX LOT 5, A DISTANCE OF 1,928.63 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 6, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 5, SAID POINT BEING ON THE SOUTH LINE OF TAX LOT 7A, A TAX LOT LOCATED IN SAID SE1/4 OF SECTION 21; THENCE ALONG THE NORTHERLY LINE OF SAID TAX LOT 6, SAID LINE ALSO BEING SAID SOUTH LINE OF TAX LOT 7A, SAID LINE ALSO BEING THE SOUTHERLY LINE OF TAX LOT 7C ON THE FOLLOWING THIRTY-ONE (31) DESCRIBED COURSES: (1) THENCE S83°43'04"E, A DISTANCE OF 9.43 FEET; (2) THENCE S66°19'38"E, A DISTANCE OF 65.45 FEET; (3) THENCE S61°47'57"E, A DISTANCE OF 29.21 FEET; (4) THENCE S35°32'47"E, A DISTANCE OF 64.35 FEET; (5) THENCE S71°03'44"E, A DISTANCE OF 26.12 FEET; (6) THENCE S51°59'05"E, A DISTANCE OF 15.90 FEET; (7) THENCE S58°47'47"E, A DISTANCE OF 21.90 FEET; (8) THENCE N75°25'20"E, A DISTANCE OF 9.70 FEET; (9) THENCE S72°48'44"E, A DISTANCE OF 53.96 FEET; (10) THENCE S65°30'14"E, A DISTANCE OF 23.69 FEET; (11) THENCE S76°23'25"E, A DISTANCE OF 27.81 FEET; (12) THENCE S64°44'04"E, A DISTANCE OF 63.74 FEET; (13) THENCE S74°27'24"E, A DISTANCE OF 33.42 FEET; (14) THENCE S75°07'38"E, A DISTANCE OF 26.84 FEET; (15) THENCE S10°49'32"W, A DISTANCE OF 55.86 FEET; (16) THENCE S25°57'57"W, A DISTANCE OF 61.76 FEET; (17) THENCE S37°55'26"W, A DISTANCE OF 16.41 FEET; (18) THENCE S56°35'42"W, A DISTANCE OF 103.43 FEET; (19) THENCE S29°11'31"W, A DISTANCE OF 36.05 FEET; (20) THENCE S05°42'16"E, A DISTANCE OF 30.42 FEET; (21) THENCE S58°45'02"E, A DISTANCE OF 96.98 FEET; (22) THENCE S76°47'18"E, A DISTANCE OF 71.07 FEET; (23) THENCE S51°47'10"E, A DISTANCE OF 76.21 FEET; (24) THENCE S46°04'42"E, A DISTANCE OF 82.62 FEET; (25) THENCE S53°55'24"E, A DISTANCE OF 89.48 FEET; (26) THENCE S86°47'11"E, A DISTANCE OF 37.77 FEET; (27) THENCE N56°21'27"E, A DISTANCE OF 56.70 FEET; (28) THENCE N70°52'03"E, A DISTANCE OF 23.16 FEET; (29) THENCE S83°36'57"E, A DISTANCE OF 37.29 FEET; (30) THENCE S34°04'50"E, A DISTANCE OF 126.54 FEET; (31) THENCE S28°01'05"E, A DISTANCE OF 126.98 FEET TO THE NORTHEASTERLY CORNER OF SAID TAX LOT 6, SAID POINT ALSO BEING ON THE WEST LINE OF SAID TAX LOT 8B1; THENCE S02°46'21"E ALONG THE EAST LINE OF SAID TAX LOT 6, SAID LINE ALSO BEING SAID WEST LINE OF TAX LOT 8B1, A DISTANCE OF 1,044.75 FEET TO THE POINT OF BEGINNING.

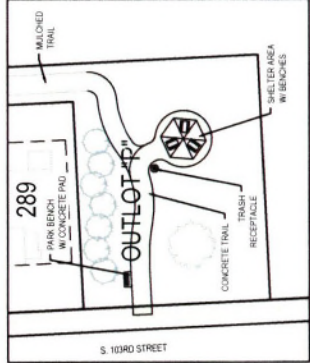
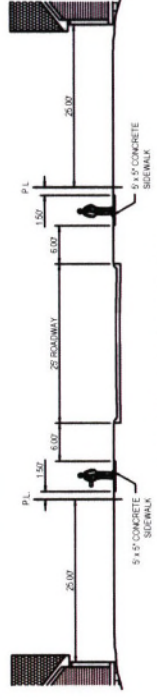
SAID TRACT OF LAND CONTAINS 1,254,890 SQUARE FEET OR 28.808 ACRES, MORE OR LESS.

SEE PAGE 1 OF 2 FOR DRAWING

 E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		<b>REZONING LEGAL</b> <b>TAX LOT 6</b> <b>SE1/4 OF SECTION 21-T14N-R12E</b> SARPY COUNTY, NEBRASKA
	Drawn by: RLS	Chkd by:	
	Job No.: 2014.562.001	PAGE 2 OF 2	



- NOTES:**
1. DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO CROSS HIGHWAY ROAD FROM OUTLOTS "A" & "B".
  2. TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL ROAD END STREETS.
  3. THE CHANGES FOR SEWER MAINS ON CORNER LOTS ARE SET AT 8' FROM THE INTERSECTION OF FRONT OF WAY LINES.
  4. TYPICAL UTILITY EASEMENTS WILL BE DESIGNATED WITH THE FINAL PLAN.
  5. ALL EASEMENTS THAT ARE NOT LABELED WITH RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
  6. OUTLOT "M" IS TO BE USED AS A LANDSCAPING AND SIGNAGE EASEMENT. OUTLOT "M" SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER OR THE HOMEOWNERS ASSOCIATION.
  7. OUTLOT "N" IS FOR A PERMANENT PUMP BASIN. A STORMWATER & IMMEDIATE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER OR THE HOMEOWNERS ASSOCIATION.
  8. OUTLOT "O" IS A PARCELS OF LAND DESIGNATED AS ESSENTIAL STRUCTURES. OUTLOT "O" IS UNBUILDABLE DUE TO WETLAND AND FLOODPLAIN ISSUES. OUTLOT "O" SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER OR THE HOMEOWNERS ASSOCIATION.
  9. OUTLOT "P" IS A PARCELS OF LAND DESIGNATED AS ESSENTIAL STRUCTURES. OUTLOT "P" SHALL BE OWNED AND MAINTAINED BY THE DEVELOPER OR THE HOMEOWNERS ASSOCIATION.
  10. ZONING BASED MINIMUM SETBACK REQUIREMENTS.
  11. ZONING BASED MINIMUM SETBACK REQUIREMENTS.





# EXHIBIT "C" ELEVATIONS





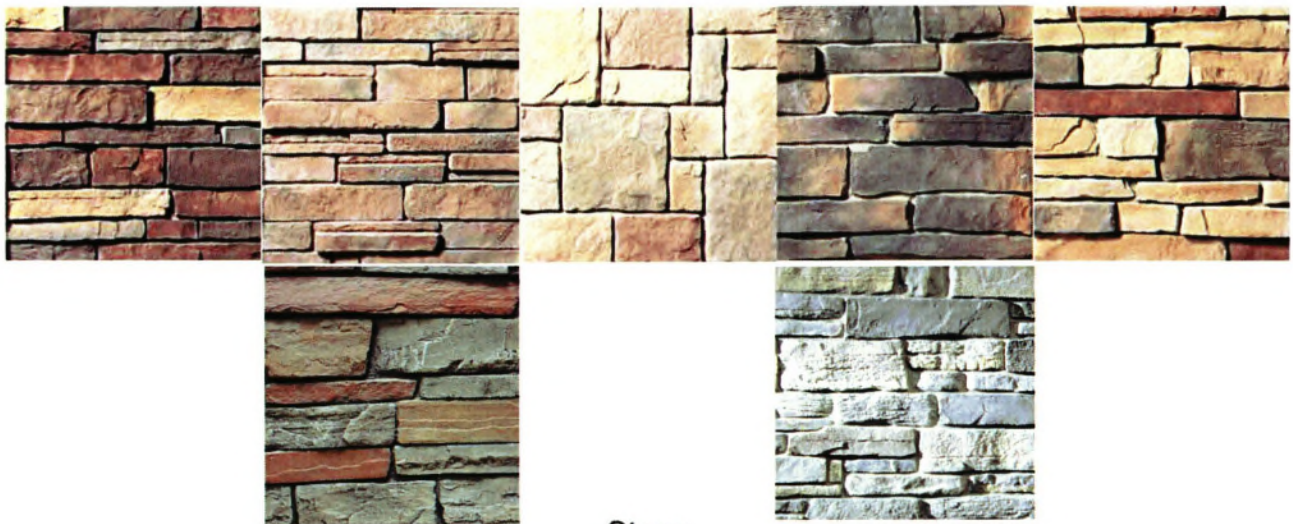
EXHIBIT "D"  
BUILDING MATERIALS AND COLOR PALETTE



Siding



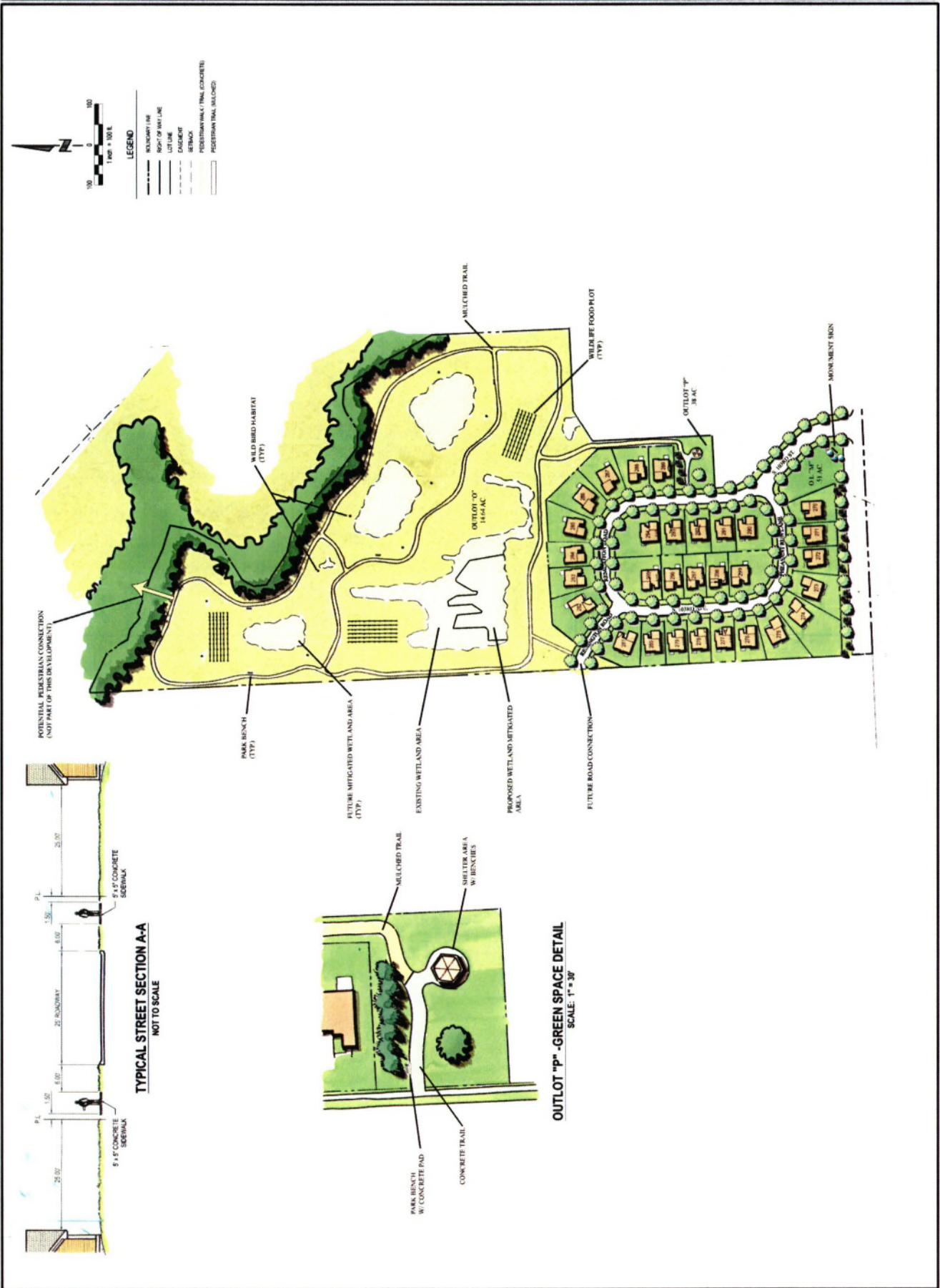
Brick



Stone

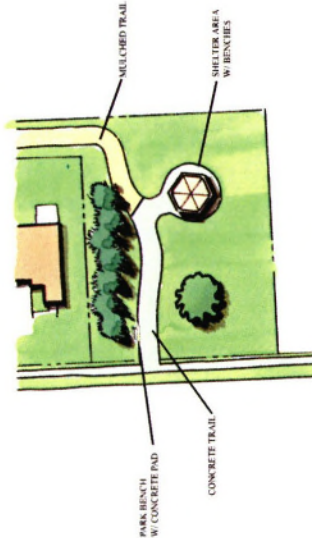
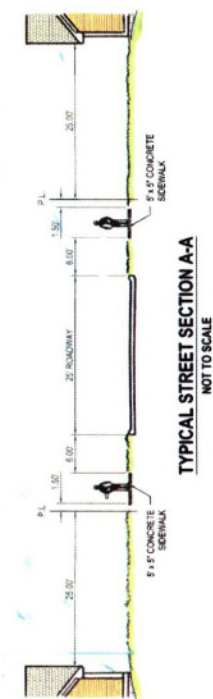


Concrete Masonry



100  
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 100  
 1" = 100'

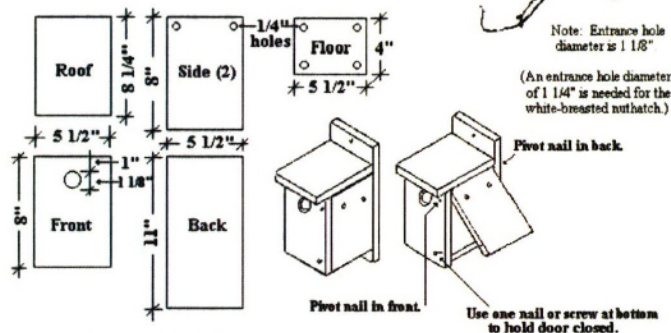
**LEGEND**  
 BOUNDARY LINE  
 RIGHT OF WAY LINE  
 LOT LINE  
 EASEMENT  
 SETBACK  
 PEDESTRIAN WALK (FINC. CONCRETE)  
 PEDESTRIAN TRAIL (MULCHED)



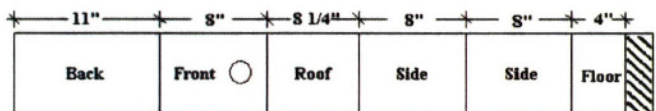


## EXHIBIT "E-1" COMMUNITY AMENITIES WILD BIRD HABITAT TYPES

House Wren\*, Black-capped Chickadee\*,  
White-breasted Nuthatch



Lumber: One 1" x 6" x 4'0".



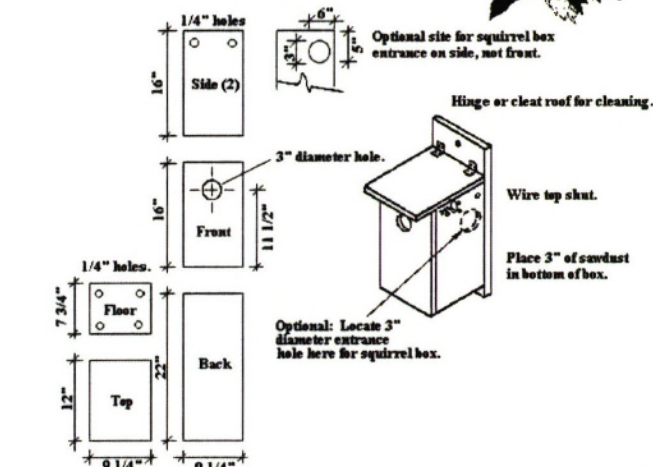
\*Please note that any birdhouse entrance 1 1/4 inches in diameter or larger will admit house sparrows! All wren and chickadee nest boxes should have an entrance hole of 1 1/8 inches in diameter.

Nestbox plan modified from "Building Nest Structures, Feeders, and Photo Blinds for North Dakota Wildlife", Chris Grondahl and John Dockter, 02July99. Used with author's permission.

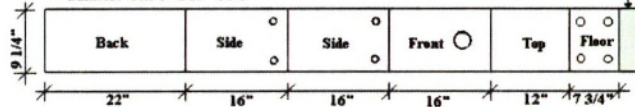
American Kestrel, Northern Screech-owl, Gray Squirrel, Red Squirrel, and Fox Squirrel Nest Box



To attract kestrel, place the box in relatively open country on a tree or post 10-30 feet high with grassy habitat nearby. Screech-owls can be attracted along the edges of hardwood forests adjacent to fields or wetlands. Boxes should be placed at least 10 feet high. Both the kestrel and owl boxes should include a predator guard to keep squirrels from using the nest boxes. Squirrels can be attracted by using this box and filling it half full of leaves and mounting at least 30 feet above the ground on a tree at least 10 inches in diameter. It is not necessary to clean out squirrel boxes.



Lumber: One 1" x 10" x 8'0"



### FLICKER OR WOODPECKER HOUSE

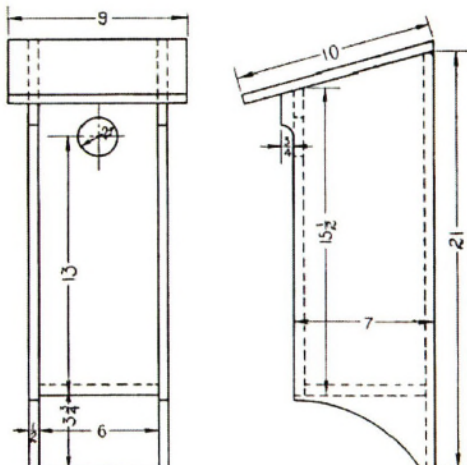




EXHIBIT "E-2" COMMUNITY AMENITIES  
FOOD PLOT SPECIES



CLOVER



CHUFA



ALFALFA



CORN



GRAIN SORGHUM



WINTER WHEAT

EXHIBIT "E-3" COMMUNITY AMENITIES  
BENCH TYPES

