

BELLEVUE PLANNING COMMISSION

Thursday, April 22, 2021 7:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. CALL TO ORDER:

a. Roll Call

b. The Open Meetings Act location

c. Approve Minutes of March 25, 2021 Regular Meeting

d. Accept into the record all staff reports, attachments, memos, and handouts regarding each application.

2. Request to final plat Lots 1 through 263 and Outlots "A" through "D", Alta Collina, being a platting of the South ½ of the Northeast ¼ of Section 7, T13, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of the Alta Collina Subdivision Agreement. Applicant: Orchard Valley, LLC. General Location: 48th Street and Lookingglass Drive. Case #: S-2103-04.

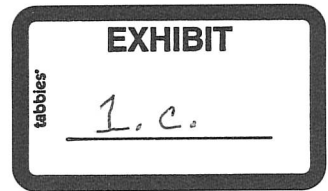
3. PUBLIC HEARINGS:

a. Request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, of the 6th P.M., from BG to RG-20 for the purpose of a residential group home facility. Applicant: i3, LLC. General Location: 601 Chateau Drive. Case #: Z-2012-17.

b. Request to approve the Redevelopment Plan for Lots 1 through 6, Block 130, Bellevue & Vacated Avenue Adjacent. Applicant: Ivy Properties, Inc. General Location: 2009 Franklin Street. Case #: ECD-48.

4. CURRENT BUSINESS

5. ADJOURNMENT 7:27



MINUTE RECORD

Bellevue Planning Commission Meeting, March 25, 2021 Page 1

Pursuant to the Governor's Executive Order 20-36, on Thursday March 25, 2021 at 7:00 p.m. the Bellevue Planning Commission meeting was held via video conference. Upon roll call, present were Commissioners Ritz, Casey, Cain, Aerni, Hankins, Cutsforth, Ackley and Perrin. Absent was Jacobson. Also present were Tammi Palm, Planning Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide and posting in two public places, and was also given to the Chairperson and members prior to the meeting. These minutes were written and available for public inspection within ten days of the meeting.

Ritz announced the Open Meetings Act pursuant to the Governor's Executive Order 20-36, and said the meeting may be held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting will be a virtual meeting and the public may join using Facebook live via the City of Bellevue's Facebook page.

Motion was made by Cutsforth, seconded by Ackley, to approve the minutes of the February 25, 2021 regular meeting as presented. Upon roll call, all voted yes. Motion carried unanimously.

Ritz asked if there were any updates or additions to staff reports. Palm advised there were updates. She stated the Commissioners were forwarded two letters of opposition and information from the applicant in regards to agenda item 3.a.

Motion was made by Casey, seconded by Cutsforth, to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, of the 6th P.M., from BG to RG-20 for the purpose of a residential group home facility. Applicant: i3, LLC. General Location: 601 Chateau Drive. Case #: Z-2012-17.

Ritz asked staff for updates. Palm stated she would let the applicant update the commissioners.

Fisher Easterling, 955 E Main Street, Ste. E, Lexington, SC was present on behalf of the applicant. Fisher stated his role for i3, LLC is capital investments. He stated they have collaborated with Broadstep, a group home facility which is backed by a private equity group call Bain Capital. Easterling stated Broadstep is a group home for adolescent children with development disabilities. He stated these children do not typically fit into foster home care. Easterling said the facility has multiple arenas such as therapy, recreation, and schooling, which provides all of the areas needed for the children. He said Broadstep feels the Chateau Drive location has a great floor plan, and renovations of the building would total approximately one point five million dollars. He stated this is a taxable business that would bring approximately fifty jobs to the area. Easterling stated some of the jobs being created would be in nursing, psychiatry, and educational professions, which would also grow the tax base for Bellevue. He stated other possible development for this property would not bring the number of jobs or tax base for redevelopment this group home would. Easterling stated they tried to keep the commercial corridor by proposing a commercial lot in front of the existing building but could not due to a large 180-foot utility easement.

No one spoke in favor of, or opposition to this request. Subsequently, Ritz closed the public hearing.

Hankins stated for the record he is a realtor with Keller-Williams and he spoke to another realtor, Brent Edgerton, who provided more information on this project. He stated he has changed his opinion after hearing Broadstep is not a non-profit organization.

Casey asked Easterling how many residents would be housed in the facility. Easterling stated roughly fifty to sixty-four residents. Casey asked if the residents would reside at the facility. Easterling stated yes they would reside at the facility. Casey asked if the i3, LLC had other facilities that were located in business districts. Easterling stated in Summerville, SC there is a facility in a commercially zoned district. Discussion ensued regarding commercial and residential zoning. Casey asked if a commercial business on the lot frontage was off the table. Easterling stated it is for now because of the large utility easement on the property frontage. He stated he would like to try to split the lot and keep the commercial zoning on the front of the lot but it will take some time to figure out.

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Ackley asked Easterling if it would be possible to find a more suitable location and build a new building. Easterling stated this building works well because it has existing ADA (American Disability Act) requirements and access to a commercial kitchen so redevelopment of this facility is more economical.

Cain stated she believes it is a terrible location to take care of adolescents with disabilities and behavioral issues. Cain asked what types of programs are proposed for these individuals. Easterling stated programming would include a therapist working one-on-one with these children, classrooms, and indoor and outdoor recreation areas. Cain asked what curriculum would be followed in the classrooms. Easterling said curriculums would follow the state requirements. Cain asked if the residents would be allowed out of the facility without supervision and allowed to participate in outside sports. Easterling stated these children are between the ages of nine and seventeen years old and would be allowed out in the community as a group but would be supervised. Cain asked if the applicant had any meetings with the area business owners. Easterling stated he had not.

Ritz asked Easterling if this was a secure facility. Easterling stated it was.

Ritz asked staff if the property were rezoned residential would the applicant be able to conduct commercial activities on the site. Palm stated it would preclude commercial uses. Palm stated if it were rezoned it would allow the group care facility and any use accessory to that zone; however, if the applicant were to pursue any additional commercial development, it would have to be a separate request. Discussion ensued regarding accessory uses.

Ritz stated this service is needed and hoped a location more suitable with the Future Land Use Map could be found. Discussion ensued regarding cost of renovations and length of the lease. Easterling explained the basic floor plan of the proposed renovations.

Cutsforth asked if renovations would include sidewalks along Harvell Drive. Easterling stated sidewalks had not been discussed. He stated the outside renovation would be for recreation areas and making the location secure. Cutsforth asked if Broadstep had considered other properties in the Bellevue area. Easterling stated they had looked at the market but decided on this location. Cutsforth asked if Easterling worked with Brent Edgerton. Easterling stated he did. Cutsforth stated Edgerton had contacted several of the Commissioners and had also contacted her employer and colleagues to get in touch with her. She stated she felt this was very inappropriate. Cutsforth stated Edgerton left a message stating he wanted to provide her with contacts that were not submitted earlier in the project. Cutsforth asked Easterling if he was aware of the contacts since it should be a matter of public record. Easterling stated Edgerton was alluding to the project being a taxpayer entity rather than an entity that would not pay taxes. Cutsforth stated these services are needed, but this is a commercial corridor and hoped another location could be found that would keep the cost down and allow for redevelopment. Easterling stated he understood and they have worked hard to try to keep the commercial zoning on the frontage of the property but with the large easement that may not be possible.

Aerni asked if i3, LLC had other properties with Broadstep. Easterling stated there were other locations in South Carolina and Wisconsin. Aerni asked what the ideal location for Broadstep is. Easterling stated the ideal location must be secure and has to have the amenities the children need. He stated the commercial kitchen and ADA compliant restrooms are what drew them to this location. Discussion ensued regarding zoning districts with similar facilities.

Cutsforth asked staff if the rezoning was approved and Broadstep decided it needed to move to another location and the property becomes vacant, would single-family or two-family dwellings be allowed. Palm stated they would be allowed.

Casey stated he feels this is the correct place for this type of business. He stated he has done a lot of research and the majority of homeowners object to having a group home in their neighborhood. He said he feels there would be a lot of opposition to allowing a group home in a residential area. Casey stated Mr. Easterling has done a good job of sharing the business plan and the revenue and job benefits of the project.

Aerni stated he agreed with Mr. Casey and asked staff if there was a possibility of this project moving forward without changing the zoning. Palm stated in order for a group home to be in a BG (General Business District) the City Council would have to approve a text amendment. Discussion ensued regarding the timeline of a possible text amendment approval. Palm recommended the Commissioners vote on the request and let the discussion for a text amendment take place at the City Council meeting.

Ackley stated the apartments and townhomes in the area sent letters of opposition. He stated an

MINUTE RECORD

Bellevue Planning Commission Meeting, March 25, 2021 Page 3

alternative would be a mixed use zoning of residential and commercial. He stated if Mr. Easterling's group could be successful with eliminating the easement there could be two separate uses on the property.

Ritz stated not following the Future Land Use Map sets a bad precedent. He stated the Commissioners should move forward with a vote on the request and let the City Council decide what would be the best course of action.

MOTION was made by Ackley, seconded by Cutsforth, to recommend DENIAL of a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, of the 6th P.M., from BG to RG-20 for the purpose of a residential group home facility. Applicant: i3, LLC. General Location: 601 Chateau Drive. Case #: Z-2012-17. DENIAL based upon the Future Land Use Map and Comprehensive Plan as well as the perceived negative impact to the surrounding areas. Upon roll call, Cain, Ritz, Ackley and Cutsforth voted yes, and Casey, Perrin, Aerni and Hankins voted no. MOTION failed.

Cain stated there had not been a discussion regarding the residents. She stated there is not enough free area for the residents. Cain stated she was upset Mr. Edgerton contacted the Commissioners because the code of ethics states discussions should not take place outside of a meeting. She stated the letters of opposition need to be considered and also the possibility of a more suitable location.

Hankins stated as a realtor he could not think of another 30,000 square foot building available in Bellevue for the applicant.

Aerni stated the challenge is finding another location in Bellevue that is not zoned commercially and would work for this project.

Easterling stated discussions with experts in the field and State agencies agree this location is a good location for the facility. Cain asked what groups support this location. Easterling stated he did not know the exact agencies. Discussion ensued regarding the recreational areas for the children.

Ritz stated the request is for rezoning and the Commissioners need to stay focused on that. He stated the residential zoning stays with the property and if it is vacated there would be residential zoning surrounded by a commercial corridor

Easterling stated as the potential owner of the property, the hope is for the group home to be in operation for twenty-five years, but if not it would not be feasible to build single-family dwellings on the property. He stated they would have to decide what to do with the property if that happens.

MOTION was made by Casey, seconded by Aerni, to recommend APPROVAL of a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, of the 6th P.M., from BG to RG-20 for the purpose of a residential group home facility. Applicant: i3, LLC. General Location: 601 Chateau Drive. Case #: Z-2012-17. APPROVAL based upon the negative impact to the surrounding areas. Upon roll call, Cain, Ritz, Ackley and Cutsforth voted no, and Casey, Perrin, Aerni and Hankins voted yes. MOTION failed.

This item will go to the PLANNING COMMISSION for PUBLIC HEARING ON April 22, 2021.

PUBLIC HEARING was held on a request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development; small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2; and waiver of Section 6-7 (8), Subdivision Regulations, lot standards for flag lots. Applicant: DWS Land Surveying. General location: 9100 S 13th Street. Case #'s: Z-2102-01 and S-2101-01

Ritz asked staff if there were any updates. Palm stated the applicant, Mr. Whitfield, was unable to attend the hearing and the property owner is in poor health and also not able to attend. She stated on their behalf she would summarize the application. Palm stated there are three existing lots currently, and the proposal will bring two of the lots into conformance regarding setbacks and lot area. She said currently two of the lots are zoned AG (Agricultural District) and do not meet the minimum requirements to be zoned as such so they are legal non-conforming. Palm stated one of the lots has a smaller frontage than is recommended by the zoning, which is the reason for the waiver. She stated staff is recommending approval of the waiver, as the lot currently exists that way.

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Bryan and Becky Dixon, 1306 Georgia Ave, Bellevue, NE, asked what type of houses would be constructed on the lots. Palm stated there would be no new development. She said the lots are currently being used as single-family residential lots with a number of accessory structures. Palm said there are three lots currently and there will continue to be three lots. She said the approval of the application would bring the existing lots into conformance with the Zoning Ordinance.

No one else spoke in favor of, or opposition to this request. Ritz closed the public hearing.

Ackley asked staff if the lot with the two houses would remain non-conforming. He said if a casualty of more than fifty percent happened on one of the houses they would not be able to rebuild the house. Palm stated that is correct they would have to meet current zoning to rebuild.

Ritz asked if all the lots would be legal conforming after the replat. Palm stated yes they would. She said currently the Zoning Ordinance allows for two houses on a lot as long as one of the homes is a guesthouse which cannot be rented or sold separately. Discussion ensued regarding accessory structures.

Motion was made by Ackley, seconded by Hankins, to recommend APPROVAL of a request to rezone Lots 1 through 3, Old Orchard Place Replat 2, being a replat of Lots 15A, 15B, and 15C, Old Orchard Place, from AG and RE to RE and RG-50, for the purpose of existing residential development; small subdivision plat Lots 1 through 3, Old Orchard Place Replat 2; and waiver of Section 6-7 (8), Subdivision Regulations, lot standards for flag lots. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan and a lack of negative perceived impact on the surrounding area. Applicant: DWS Land Surveying. General location: 9100 S 13th Street. Case #'s: Z-2102-01 and S-2101-01. Upon roll call all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING ON April 20, 2021.

Meeting adjourned at 8:22 p.m.



Dianna Van Horn
Planning Secretary

2.a.

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 1

CASE NUMBER: S-2103-04

FOR HEARING OF:
REPORT #1: April 22, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Orchard Valley, Inc.
Melvin Sudbeck
16255 Woodland Drive
Omaha, NE 68136

B. PROPERTY OWNERS:

Orchard Valley, Inc.
Melvin Sudbeck
16255 Woodland Drive
Omaha, NE 68136

C. GENERAL LOCATION:

Southwest corner of 48th Street and Capehart Road

D. LEGAL DESCRIPTION:

Lots 1 through 263, and Outlots A through D, Alta Collina, located in the South ½ of the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Final Plat Lots 1 through 263, and Outlots A through D, Alta Collina.

F. EXISTING ZONING AND LAND USE:

AG, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain final plat approval to enable single family residential development.

H. SIZE OF SITE:

The site is approximately 80 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site was most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-72 and RG-50-PS
- 2. **East:** Single Family Residential and Vacant, AG
- 3. **South:** Single Family Residential, RS-72-PS
- 4. **West:** Vacant, AG

C. REVELANT CASE HISTORY:

1. On December 17, 2020, the Planning Commission recommended approval of a request to rezone Lots 1 through 263, and Outlots A through D, Alta Collina, being a platting of the South ½ of the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RS-72 and RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina. The City Council approved the aforementioned request on February 16, 2021.

D. APPLICABLE REGULATIONS:

- 1. Chapter 4, Subdivision Regulations, regarding Final Plats.
- 2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no specific MAPA traffic count data available for the intersection of 48th Street and Capehart Road.
2. Access is proposed from two points off of South 48th Street. The property will also have access to the north from newly created extensions of South 49th Street, South 52nd Street, and South 55th Street connecting to the Falcon Pointe development. Access to the south will be from a newly created extension of South 51st Street connecting to the Lions Gate development.

D. UTILITIES:

All utilities are available or will be constructed to serve this development.

E. ANALYSIS:

1. Melvin Sudbeck, on behalf of Orchard Valley, Inc., has submitted a request to final plat Lots 1 through 263, and Outlots A through D, Alta Collina.
2. RD-60 zoning was requested for the southeastern portion of the development, while RG-72 zoning was requested for the majority of the subdivision. This zoning will take effect upon filing of the final plat.
3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Planning Director, Sarpy County Public Works Director, and the Springfield Platteview School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineer Matt Knight had minor technical comments pertaining to the plat. The applicant's engineer has since made the necessary revisions.

No other comments were received on this case.

4. The final plat is in general conformance with the approved preliminary plat.
5. The applicant submitted a Subdivision Agreement which has been reviewed by the City Attorney.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

V. PLANNING COMMISSION RECOMMENDATION

Under Review

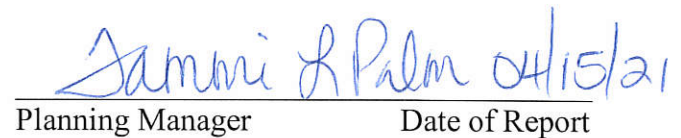
VI. ATTACHMENTS TO REPORT

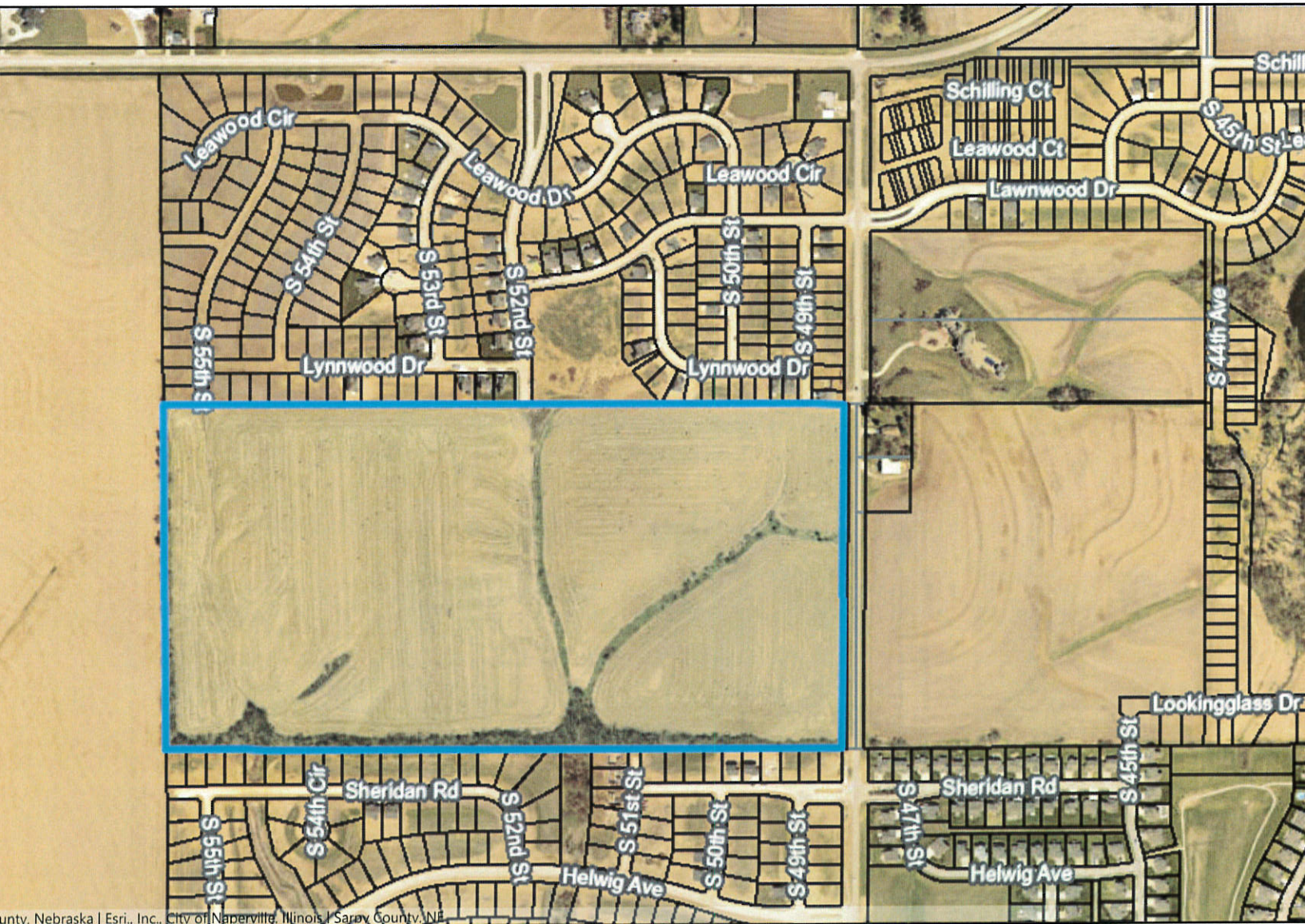
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Final plat received April 15, 2021
4. Subdivision Agreement received March 18, 2021
5. Letter from Bob Peterson received April 5, 2021

VII. COPIES OF REPORT TO:

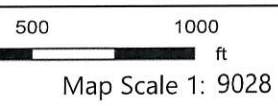
1. Melvin Sudbeck, Orchard Valley, Inc.
2. Blakeman Engineering
3. Bob Peterson, Peterson & Foster Law
4. Public Upon Request


Assistant Planning Manager


Planning Manager Date of Report



City of Naperville, Illinois | Sarby County, NE



Informational purposes and may not have been prepared for, or be suitable for
or surveying purposes. Users of this information should review or consult the
information sources to ascertain the usability of the information.



Notes



RECEIVED

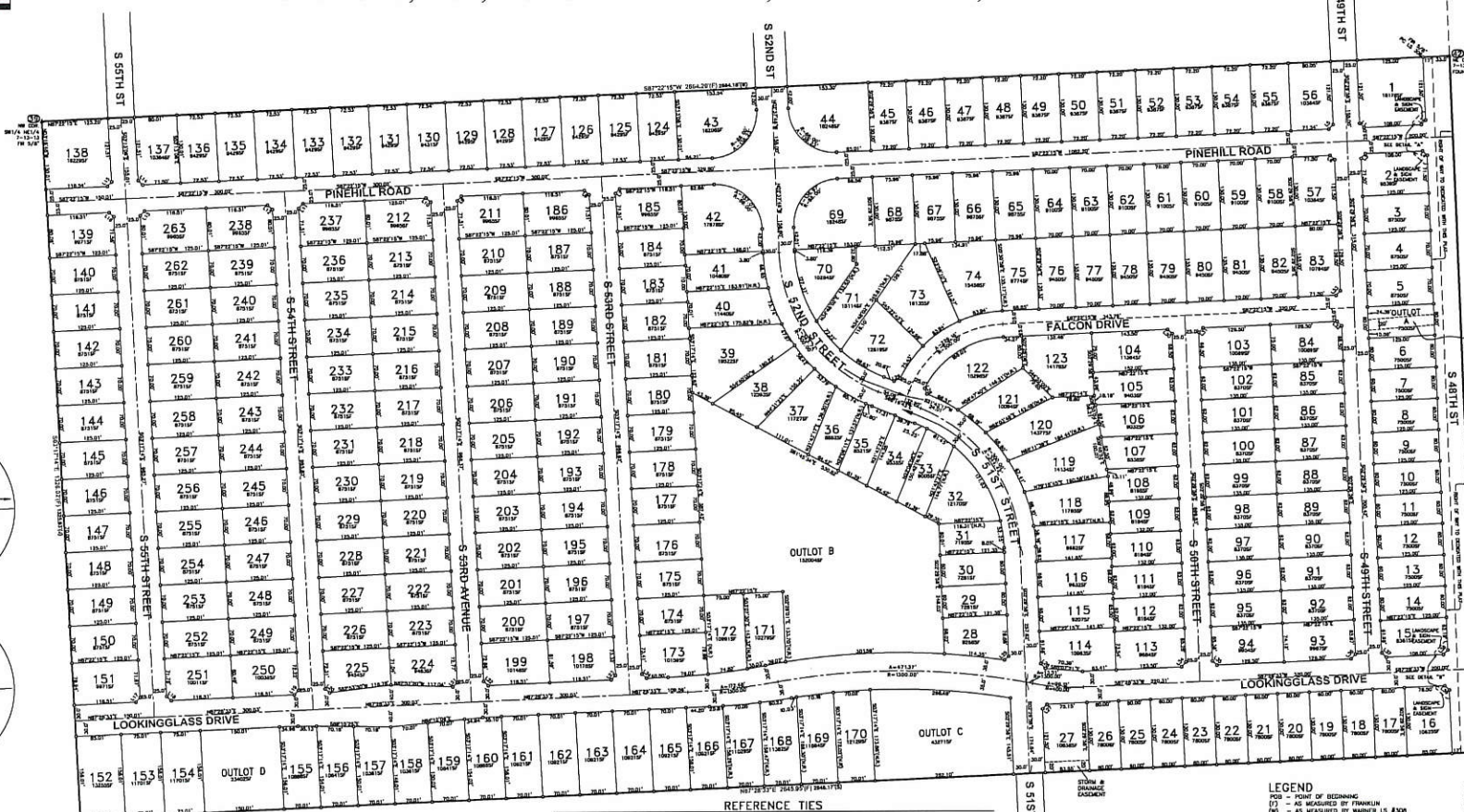
APR 15 2021

PLANNING DEPT

FINAL PLAT

ALTA COLLINA

LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE
BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF
SECTION 7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



REFERENCE TIES

- 1) W 1/4 CORNER 7-13-13 FOUND IRON PIN
- 2) CENTER OF SECTION 7-13-13 FOUND 1" IRON ROD
- 3) EAST 1/4 CORNER 7-13-13 FOUND CHISELED "X"
- 4) NE CORNER SE 1/4 NE 1/4 7-13-13 FOUND CHISELED "X"
- 5) NW 43.0' SET 5/8" IRON REBAR WITH PLASTIC CAP NE 6.95 TO NAIL IN SOUTH FACE OF 10" TREE
- 6) SW 43.0' SET 5/8" IRON REBAR WITH PLASTIC CAP SW 1.35' TO NAIL IN WEST FACE OF 24" TREE
- 7) NE 4.00' TO NAIL IN SOUTH FACE OF 18" TREE
- 8) W 12.25' TO EDGE OF ROAD (48IN. ST.)
- 9) SW 33.25' TO "X" NAILS IN POWER POLE
- 10) SE 71.25' TO "X" NAILS IN POWER POLE
- 11) NE CORNER 7-13-13 FOUND 1/2" IRON REBAR
- 12) NW 43.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
- 13) NE 43.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
- 14) SE CORNER 7-13-13 FOUND SURVEY MARKER NAIL
- 15) SW 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
- 16) NE 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP

AREA TABLE

LOT NO.	AREA (SQ. FT.)	ACRES
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- ### LEGEND
- POB - POINT OF BEGINNING
 - (1) - AS MEASURED BY FRANKLIN
 - (2) - AS MEASURED BY WARDEN L.S. #208
 - (3) - AS MEASURED BY JORDEN L.S. #78
 - (4) - PLASTIC CAP
 - FR - FOUND IRON REBAR
 - A - ARE DISTANCE
 - B - BOUND DISTANCE
 - C - SET IRON REBAR 1/2" WITH PLASTIC CAP
 - D - FOUND SECTION AS NOTED
 - E - FOUND SECTION MARKER

SE SUBECK COMPANIES

SUBDIVIDER
ORCHARD VALLEY INC
MELVIN SUBECK, PRESIDENT

AND
FIRST STATE BANK
FARMAN, NE
MADE FIDELI
308-569-2311

ENGINEER
BLAKEMAN ENGINEERING LLC
BRIAN BLAKEMAN, PRINCIPAL PROJECT MANAGER
1042 HANSEN AVE. OMAHA, NE 68124

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVIVING DOCUMENT
WAS PREPARED BY ME OR UNDER MY DIRECT
PERSONAL SUPERVISION AND THAT I AM A DULY
REGISTERED LAND SURVEYOR UNDER THE LAWS OF
THE STATE OF NEBRASKA.

DATE: 04-09-2021
FRED W. FRANKER R.L.S. 525



RECEIVED

APR 15 2021

PLANNING DE

FINAL PLAT
ALTA COLLINA
LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE
BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF
SECTION 7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY,
NEBRASKA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, ORCHARD VALLEY INC. AND FIRST STATE BANK, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBODIED WITHIN THIS PLAT, HAVE SAVED SAID LAND TO BE SUBDIVIDED INTO STREETS, LOTS, AND OUTLOTS TO BE NAMED, NUMBERED AND LETTERED AS SHOWN SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS ALTA COLLINA;

WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT.

AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN HEREON, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK, DC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN CUPS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROMISED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND SIXTEEN (16') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID A SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER.

WE DO FURTHER GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT OF OMAHA OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVES, AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, CURVES, AND CUL-DE-SACS, STREETS WHETHER PUBLIC OR PRIVATE.

NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAY, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE ADDRESSABLE USES OR RIGHTS THEREON GRANTED.

ORCHARD VALLEY INC.

MELVIN SUDBECK, PRESIDENT OF ORCHARD VALLEY INC

WADE TYSDAL, MANAGING MEMBER OF FIRST STATE BANK

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF _____ }SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY MELVIN SUDBECK, PRESIDENT OF ORCHARD VALLEY INC, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF _____ }SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY WADE TYSDAL, MANAGING MEMBER OF FIRST STATE BANK, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND EMBODIED WITHIN THIS PLAT, AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2021.

DEPUTY

SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF ALTA COLLINA WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

CHAIRMAN

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF ALTA COLLINA WAS APPROVED BY THE BELLEVUE CITY COUNCIL, THIS _____ DAY OF _____, 2021. APPROVAL OF THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

MAYOR

CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ALTA COLLINA WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND END OF CURVE ON THE BOUNDARY OF THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS ALTA COLLINA.

BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N02°29'08"W, ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1330.70 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S87°22'19"W, ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2648.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S03°17'14"E, ON THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1328.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE N87°03'33"E, ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2648.00 FEET BACK TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 80,966 ACRES MORE OR LESS.


FRED M. FRANKLIN R.L.S. 025



SETBACKS

RD-60

FRONT: 25 FOOT MINIMUM SETBACK

SIDE: 5 FOOT MINIMUM, 15 FEET ON LOTS THAT ADJOIN STREETS

REAR: 35 FOOT MINIMUM

RD-72

FRONT: 7 FOOT MINIMUM SETBACK

SIDE: 7 FOOT MINIMUM, 20 FEET ON LOTS THAT ADJOIN STREETS

REAR: 35 FOOT MINIMUM

STREET ACCESS RESTRICTIONS

THERE WILL BE NO STREET ACCESS FOR LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 AND OUT LOT "A" TO 48TH STREET.

NOTES

1. THERE ARE NO 80' LOT LINES UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE RADIAL TO CURVES UNLESS SHOWN AS NONRADIAL (N.R.).

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (“Agreement”) is made this _____ day of _____, 2021 (“Effective Date”), by and among ORCHARD VALLEY, INC., a Nebraska corporation (“DEVELOPER”), SANITARY AND IMPROVEMENT DISTRICT NO. 353 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision (“DISTRICT”), and THE CITY OF BELLEVUE, a municipal corporation of the first class (“CITY”).

WITNESSETH:

WHEREAS, DEVELOPER is the contract purchaser or owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DISTRICT and DEVELOPER desire to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is outside the incorporated limits of the CITY but within the CITY’s zoning jurisdiction.

WHEREAS the Development Area will be developed in two (2) phases.

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

SECTION 1 DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) “Benefitted Property” shall mean any parcel or lot within the Development Area which, as of the Effective Date, may actually be used as a buildable lot.

(b) “Cost” shall mean all construction costs, engineering fees, design fees, attorneys’ fees, testing expenses, publication costs, financing costs (which shall include all warrant fees and bond fees, and interest on warrants to date of levy of special assessments), the administrative costs incurred by DISTRICT by application of Section 5(c) and all other related or miscellaneous costs or expenses directly incurred by DEVELOPER or DISTRICT in connection with Public Improvements.

(c) “Dedicated Street(s)” shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B.

(d) “Development Area” shall mean the real property situated within the area identified or depicted on Exhibit A.

(e) "General Obligation" shall mean any indebtedness for Public Improvements which is not required by law or this Agreement to be specially assessed against Benefited Property.

(f) "Party" shall mean CITY, DEVELOPER or DISTRICT, individually, and "Parties" shall mean the CITY, DEVELOPER and DISTRICT, collectively.

(h) "Plat" shall mean the Final Plat of Alta Collina, Lots 1 thru 263, inclusive, and Outlots A through D, approved by the City Council for the CITY on _____, 2021, subject to any conditions expressly provided for at such time or in this Agreement.

(h) "Public Improvements" shall mean:

(i) All Dedicated Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way.

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit B) prepared by Blakeman Engineering LLC ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit C) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY (Exhibit E).

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The “Electrical Power Service” to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(i) “Sewer System” shall mean, collectively, all sewer systems within the DISTRICT and the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the DISTRICT or the Development Area.

(j) “Street Improvements” shall mean those Public Improvements described in Sections 1(i)(i), (ii), (iii), and (viii) other than the Street Intersections.

(k) “Street Intersections” shall mean those portions of the Dedicated Streets (other than that portion of any “T” intersection abutting any buildable lot or parcel) designated as intersections on Exhibit B.

(l) “Weeds” shall include, but not be limited to, bindweed (*Convolvus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centuarea pieris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus*) (tourn), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(m) “Urban Design Standards” shall mean public concrete streets of various width and thicknesses including curbs, guttering, and related storm sewer systems, meeting the design, surface and other specifications of CITY, the plans for which shall be first approved by CITY in accordance with Section 2(b)(i).

SECTION 2 AUTHORITY AND DOCUMENTATION

(a) The DISTRICT and the DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) days before commencing any work in connection with the Public Improvements, the DISTRICT and DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and

testing of Public Improvements and that all work therefore shall be performed in a good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence; umbrella liability coverage for all of the above with policy limits of \$2,000,000. The CITY and DISTRICT shall be named additional insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days' notice to CITY and DISTRICT. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) days after delivery; provided, however, that unless the CITY notifies the DISTRICT of its objection to any such agreement at least seven (7) days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Finance Director of the CITY duly executed copies of any written agreement(s) between the DISTRICT and its municipal financial advisor for the placement of the warrants or bonds of the DISTRICT used for the payment of the Costs of the Public Improvements.

(iii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DISTRICT and the City of Omaha for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iv) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

(c) At least thirty (30) days prior to any meeting of the Board of Trustees for the DISTRICT when the Board will consider the levy of special assessments in connection with Public Improvements, the DISTRICT and DEVELOPER shall deliver to the CITY:

(i) A full and detailed statement of the Cost of each Public Improvement, which statement or statements shall separately identify and itemize:

1. The amount and date paid to each contractor, together with releases, lien waivers and other documentation necessary to show that all obligations of the DISTRICT in connection with the Public Improvements have been discharged; and
2. All other direct or indirect Costs of the DISTRICT or any other person which have been or will be expended or otherwise incurred in connection with the Public Improvement including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, and financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.
 - (ii) A detailed schedule of each proposed special assessment together with the amount of any General Obligation incurred or to be paid by the DISTRICT for the Public Improvement;
 - (iii) A plat of all real property to be assessed; and
 - (iv) Information as may be necessary to evidence that the Public Improvement has been completed in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or the Public Improvements and as otherwise has been required by the CITY together with any other information reasonably requested by the CITY.

(d) The DISTRICT shall also provide the Finance Director of the CITY with at least thirty (30) days' prior written notice of any meeting whenever the issues of levying special assessments or equalizing or apportioning any debt in connection with the Public Improvements are being considered or discussed by any political or governmental body or agency of competent jurisdiction.

SECTION 3 COSTS OF PUBLIC IMPROVEMENTS

(a) The Costs of Public Improvements shall be paid for by the DISTRICT but shall be defrayed as required by law. All such Costs, other than General Obligations, shall be privately financed or specially assessed against Benefitted Property on an equitable basis.

(i) If not previously paid for, all special assessments for Public Improvements shall be assessed pursuant to applicable provisions of Nebraska Revised Statutes Chapter 31, as amended from time to time, and DISTRICT shall take all necessary actions to see that such assessments are paid in the manner and time required by Chapter 31.

(ii) The DEVELOPER and DISTRICT shall, upon request of the CITY, evidence to the CITY's satisfaction that any lot or parcel to be assessed is a buildable lot. If any lot, parcel, or other area within the Development Area is not a buildable lot for any reason whatsoever, (e.g. by reason of sufficient size, dimensions, easements or similar burdens or for any other reason), then such lot

or parcel shall not be considered to be Benefitted Property and no portion of the Cost of the Public Improvements shall be levied against such lot or parcel.

(b) The following Costs of Public Improvements shall constitute General Obligations to the extent permitted by law:

(i) The Cost of any extra width paving for any Dedicated Streets exceeding twenty-five feet (25').

(ii) The Cost of Street Intersections.

(iii) The Cost of the original street signs for Dedicated Streets, other than the Cost of any decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(iv) The Cost of the Lighting System, other than the Cost of any decorative, ornamental or other Dedicated Street, Street Intersection or other lighting not conforming to CITY standards which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.

(v) The Cost of Storm Sewers.

(vi) The difference in Cost between piping eight inches (8") in diameter and the size actually required for piping for the Wastewater Sewers, if greater than eight inches (8") in diameter.

(vii) The Cost of any outfall line of the Wastewater Sewers which is designed to serve a drainage area beyond the Development Area, but only if actually constructed and installed outside of the Development Area.

(viii) Charges paid to connect the DISTRICT's Wastewater Sewer System (but not merely the Wastewater Sewers) to another sanitary and improvement district.

(ix) The Cost of any sewage treatment plant or lift station for the Wastewater Sewers which is designed to serve the entire DISTRICT.

(x) The Cost of that portion of the Water Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area, including any pioneer main fees paid to MUD.

(xi) The Cost of that portion of the Gas Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xii) The Cost of the installation of Electrical Power Service other than that portion of the Cost equal to the estimated refundable charge from Omaha Public Power District (which shall be a General Obligation; provided that the refund to the DISTRICT shall be credited to the Bond Construction Account of the DISTRICT) shall be specially assessed against the Benefited Property.

(xiii) Payments for previous improvements made to 48th Street.

(xiv) The Cost of installation of any additional improvements to 48th Street including lane widening, left turn lanes, deceleration lanes, and pedestrian trails.

(xv) Future signalization will be required at the intersection of South 48th Street and Capehart Road. At such point as Sarpy County determines warrants are met for the installation of a permanent traffic signal, the District shall participate in a cost sharing of that construction. The cost of the installation will be a general obligation of the District.

(xvi) The cost of culverts or channel improvements necessary to improve the drainage characteristics of the Development Area and/or downstream areas.

(xvii) The cost of construction of permanent detention basin improvements and post construction stormwater management facilities.

(xviii) No more than 30% of the City of Bellevue plan review fees.

(xix) Traffic calming devices including speed tables or speed bumps.

(xx) The cost of sediment removal from permanent detention basins during infrastructure construction.

(c) One hundred percent (100%) of the entire cost of all sidewalk and construction by the DISTRICT per the sidewalk plan (Exhibit B), including handicap ramps at the corners of intersections (not shown) may be a general obligation of the DISTRICT. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the subdivision plat, the DISTRICT shall construct sidewalks and shall be paid by special assessment against the property benefitted.

(d) Notwithstanding any provisions in Subsection 3(a)(i) related to DEVELOPER's payment obligations in connection with special assessments, to the extent the Water Distribution System or Gas Distribution System is financed in accordance with MUD policies, the payment of special assessments for such Public Improvements shall be undertaken in accordance with such policies.

**SECTION 4
REPRESENTATIONS**

- (a) DEVELOPER covenants and represents to the CITY as follows:
- (i) DEVELOPER is, or will be at the time the final plat is recorded, the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.
 - (ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.
 - (iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.
 - (iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.
 - (v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.
 - (vi) DEVELOPER shall take all steps reasonably necessary to cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
 - (vii) DEVELOPER shall take all steps reasonably necessary to cause all of the Public Improvements to be substantially constructed and installed by the DISTRICT in all phases by approximately August 15, 2025. To the extent not provided by the DISTRICT, DEVELOPER shall provide CITY with quarterly progress reports during the development and allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.
 - (viii) INTENTIONALLY LEFT BLANK
 - (ix) INTENTIONALLY LEFT BLANK.
 - (x) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.
 - (xi) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on, under or in the vicinity of the Development Area, except as permitted by this Agreement.

(xii) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xiii) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xiv) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(xv) DEVELOPER shall construct the development according to the Phasing Plan (Exhibit F).

(b) DISTRICT covenants and represents as follows:

(i) It is duly organized, is in good standing and is currently authorized to do business in the State of Nebraska; that this Agreement has been duly executed and constitutes its valid and binding obligation, enforceable in accordance with its terms.

(ii) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DISTRICT in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(iii) It shall abide and be bound by the terms of this Agreement and the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without written approval of the CITY.

(iv) The performance of DISTRICT contemplated by this Agreement is within its lawful power and authority and has been duly authorized under, pursuant to and in accordance with its constituent documents and the laws of the State of Nebraska. The DISTRICT shall not incur any General Obligation other than those expressly contemplated by this Agreement for, or in connection with, Public Improvements for any purpose without prior approval from the CITY which may be withheld in the absolute discretion of the CITY.

(v) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used in the Development Area.

(vi) It shall not permit any discharge into the Sewer System in violation of an applicable law, ordinance, statute, rule or regulation.

(vii) To maintain all Public Improvements in a good and functional state of repair.

(viii) DISTRICT shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person, including DISTRICT, in connection with the construction or operation of the Public Improvements.

(ix) Other than DISTRICT's Agreement with its municipal financial advisor or this Agreement, there are no agreements to which DISTRICT is a party or by which DISTRICT is bound concerning the construction or installation, or the repair, replacement or maintenance of any of the Public Improvements. DISTRICT shall not modify any such agreement nor otherwise undertake or assume any such obligation or liability therefor without the express prior written approval of the Bellevue City Council, which approval may be withheld in its absolute discretion.

(x) DISTRICT shall not issue any debt, bonds, warrants or enter into any other form of financing arrangement in furtherance of any other improvement lying, in whole or in part, outside the boundaries of the DISTRICT, without first obtaining an unqualified favorable opinion from competent bond counsel of DISTRICT's choice, including, among other appropriate matters, that such financing is within its lawful power and authority and has been duly authorized under, pursuant to, and in accordance with its constituent documents and the laws of the State of Nebraska. Such opinion shall be made to those parties deemed appropriate by DISTRICT and to the City of Bellevue, its elected officials and officers.

(xi) DEVELOPER shall contribute \$44,000 to the Park Development Fund.

(c) DISTRICT and DEVELOPER acknowledge that the CITY makes no representation or warranty as to the validity or effect of (i) any expenditure, bond or indebtedness contemplated to be incurred by DISTRICT or DEVELOPER in furtherance of this Agreement or otherwise to be incurred or actually incurred by DISTRICT in furtherance of the Public Improvements, (ii) CITY's approval of the plat or this Agreement, (iii) any future act of CITY in respect to DISTRICT or DEVELOPER's performance, under the Agreement or otherwise, in developing the Development Area; provided further that to the extent CITY has, or may, undertake any act in respect to any of the foregoing now or at a time in the future, both DISTRICT and DEVELOPER are proceeding at their own risk. The DEVELOPER and DISTRICT do hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement; provided, however, that such waiver shall not be construed to preclude DISTRICT from enforcing CITY's performance obligations in this Agreement.

SECTION 5 OTHER OBLIGATIONS

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes, temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) Following the construction and installation of such Public Improvements, the DISTRICT shall pay for the Cost of (i) maintaining street signs, other than decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" (which shall be the sole obligation of the owner of the real estate and not the DISTRICT) and (ii) for monthly charges paid to Omaha Public Power District for the Lighting System for Dedicated Streets out of the operating fund of the DISTRICT, to the extent permitted by law.

(c) DISTRICT shall pay to the CITY \$121,813.00 (1% of the estimated public improvement costs) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby; provided, however, DISTRICT shall not be permitted by any provision of Section 3 to generally obligate, in the aggregate, an amount exceeding thirty percent (30%) of the fee paid pursuant to this Section 5(c).

(d) DEVELOPER shall comply with all applicable state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

(ii) That all such persons cut and clear any part of any lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve inches (12") or more.

(iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve inches (12") or more above the ground.

(iv) That the cuttings be raked and removed from such premises.

(v) That if any such person fails to comply with these requirements, DEVELOPER shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.

(vi) The name and telephone number of the person designated by the DISTRICT or the DEVELOPER to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.

(e) DEVELOPER shall make a contribution to the Park Development Fund in the aggregate amount of \$44,000, which amount shall be paid prior to the filing of the Alta Collina plat.

(f) Sidewalks along both sides of all public streets shall be constructed by the DEVELOPER, the DISTRICT, or the lot owners in accordance with the following schedule:

(i) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. No final Certificate of Occupancy shall be issued until such sidewalks are completed.

(ii) All sidewalks along outlots shall be constructed with the installation of adjacent streets unless such outlot is required for a water quality basin, then such sidewalks shall be installed upon the later of the water quality basin being completed or the installation of the streets.

(iii) In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the subdivision plat.

(g) Except when otherwise specifically prohibited by law, the DISTRICT agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents (\$0.88) per one hundred dollars (\$100.00) of taxable valuation for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the DISTRICT agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt.

(h) Following the construction of Post-Construction Stormwater Management BMPs, the DISTRICT shall assume the responsibility for maintaining these features. Maintenance of post-construction stormwater management features may be paid from the operating fund of the DISTRICT provided that the maintenance activities are required to maintain the water quality benefits as designed. Routine maintenance, mowing, landscaping, screening or other amenities that do not contribute to water quality shall be maintained and paid for the by the DEVELOPER or the ASSOCIATION. Furthermore, upon annexation by the CITY, all maintenance responsibilities for the water quality features and BMPs shall transfer from the DISTRICT to the ASSOCIATION.

SECTION 6 USE OF SEWER SYSTEM

(a) DISTRICT shall connect its Sewer System to the wastewater sewer systems operated by the CITY pursuant to plans approved by CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.

(b) In no event shall the DISTRICT permit any person (i) to connect to or otherwise use the Sewer System; (ii) to connect any part of the Sewer System to any other sewer system (including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically

permitted by this Agreement or the subsequent express written consent of the CITY; or (iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DISTRICT shall permit any person to connect to the Sewer System unless then prohibited by the City of Omaha, provided, however, that the DISTRICT shall use reasonable efforts to obtain consent from the City of Omaha for such purposes. Except as provided in Section 6(d), the DISTRICT shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DISTRICT to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DISTRICT shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DISTRICT to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

SECTION 7 AMENITIES

(a) Installation of decorative street lights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the DEVELOPER. Plans for such proposed improvements must be submitted to the CITY for review and approval prior to the installation of such improvements.

(b) DEVELOPER agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, and outlots within the area to be developed, including all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the provisions of Sections 7(c) and 7(d) below are fully complied with. Upon compliance with such provisions, the association to be formed (per the terms hereof) shall be responsible for such maintenance and upkeep and DEVELOPER shall be relieved of responsibility therefor.

(c) DEVELOPER shall file with the Sarpy County Register of Deeds prior to the DEVELOPER'S sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated lot owners' association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated lot owners' association.

(d) DEVELOPER shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners' association. The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the CITY prior to execution and filing.

(e) Notwithstanding any provisions herein seemingly to the contrary, the DISTRICT may install decorative street lights at its cost, but the DEVELOPER shall pay the DISTRICT for the costs of any such decorative street lights in excess of the costs and charges by the Omaha Public Power District for its regular and standard non-decorative street lights. Additionally, all replacement, maintenance and upkeep expenses in connection with any such decorative street lights, in excess of the costs and charges of the Omaha Public Power District for its regular and standard non-decorative street lights, shall be the responsibility of and paid by the aforesaid incorporated lot owners' association.

SECTION 8 MISCELLANEOUS

(a) TERMINATION OF AGREEMENT.

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER, DISTRICT and CITY; (2) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination; or (3) upon annexation of the DISTRICT by CITY. No termination shall relieve the DISTRICT or the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY. DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from and against any and all third party or CITY claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DISTRICT or DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER or DISTRICT in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER or DISTRICT (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into by DEVELOPER or DISTRICT, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER or DISTRICT in this Agreement. Notwithstanding the preceding sentence, DEVELOPER's indemnity and related obligations under (ii), (iii) and (iv) thereof in respect to Damages related to DISTRICT's conduct shall apply only in the event that the occurrence giving rise to such obligation shall occur during any period that DEVELOPER, its officers, directors or affiliates shall have, in the aggregate, sufficient voting power to elect a majority of DISTRICT's Board of Trustees; otherwise, between DEVELOPER and DISTRICT, DISTRICT shall be responsible and liable for any such indemnity or related obligation in respect to such Damages, to the extent the same shall arise from, out of, or in connection with DISTRICT's conduct.

(c) 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.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

(e) GOVERNING LAW. This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

(f) ENTIRE AGREEMENT.

(i) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) 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.

(ii) This Agreement may be modified only by a written agreement, executed by all PARTIES; provided that the PARTIES agree, without cost to the CITY, to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

(iii) This Agreement shall not be construed to be a joint venture or a lease among any of the Parties. Notwithstanding the preceding sentence, whenever any provision of this Agreement has reference to a performance

obligation or requirement of the DISTRICT and the DEVELOPER, such performance obligation or requirement shall be the joint and several obligation or requirement of the DISTRICT and the DEVELOPER, whether or not so stated, unless otherwise specifically stated.

(g) NOTICES, CONSENTS AND APPROVAL. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the PARTIES shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For DEVELOPER:	Orchard Valley, Inc. Attn: Melvin Sudbeck 16255 Woodland Drive Omaha NE 68136
With Copy To:	Blakeman Engineering, LLC Attn: Brad Blakeman 10423 Hansen Avenue Omaha, NE 68124
For DISTRICT:	Robert F. Peterson Peterson & Foster Law 14747 California Street, Suite 2 Omaha NE 68154
For CITY:	City Clerk City of Bellevue 210 West Mission Avenue Bellevue, Nebraska 68005

AND

Public Works Director
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

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

(h) NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

(j) CAD DRAWINGS. DEVELOPER shall provide to the City Engineer along with the final plat, a complete copy of the CAD Drawings of the area to be developed, showing all lots, blocks, and water and sewer system improvements. Such CAD Drawings shall be in AutoCAD.

(k) VIOLATIONS. As a result of any violation of this Subdivision Agreement, the CITY shall have the authority, after first giving ten (10) days written notice to the DEVELOPER and/or the DISTRICT, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the DISTRICT, until such time as the violation is corrected.

(l) PERMIT. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

City Clerk

By _____
Mayor Date

APPROVED AS TO FORM:

Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT DISTRICT
NO. _____ OF SARPY COUNTY, NEBRASKA

Clerk

By: _____
Chairman Date

APPROVED AS TO FORM:

Attorney for Sanitary and Improvement
District No. _____ of Sarpy County, Nebraska

A Nebraska limited liability company

By: _____, Manager

Date

APPROVED AS TO FORM:

Attorney for Developer

FINAL PLAT ALTA COLLINA

LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE
BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF
SECTION 7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



AREA TABLE

Lot No.	Area (Acres)	Area (Sq. Ft.)
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297	0.136	9343
298	0.136	9343
299	0.136	9343
300	0.136	9343

- REFERENCE TIES**
- ① W 1/4 CORNER 7-13-13 FOUND IRON PIN
 - ② CENTER OF SECTION 7-13-13 FOUND 1" IRON ROD
 - ③ EAST 1/4 CORNER 7-13-13 FOUND CHISELED "X"
 - ④ NE CORNER SE 1/4 NE 1/4 7-13-13 FOUND CHISELED "X"
 - ⑤ NW 43.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - ⑥ NE 8.95' TO NAIL IN SOUTH FACE OF 10" TREE
 - ⑦ W 12.53' TO EDGE OF ROAD (4800 ST)
 - ⑧ NW 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - ⑨ SW 1.35' TO NAIL IN WEST FACE OF 24" TREE
 - ⑩ SE 33.28' TO "X" NAILS IN POWER POLE
 - ⑪ NE 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - ⑫ NE 4.00' TO NAIL IN SOUTH FACE OF 10" TREE
 - ⑬ SE 71.25' TO "X" NAILS IN POWER POLE
 - ⑭ NE CORNER 7-13-13 FOUND 1/2" IRON REBAR
 - ⑮ NW 43.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - ⑯ NE 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - ⑰ NW 43.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - ⑱ SE CORNER 7-13-13 FOUND SURVEY MARKER NAIL
 - ⑲ NW 43.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - ⑳ SE 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP

SE SUDBECK COMPANIES

SUBDIVIDER
DICHARD VALLEY INC
MELVIN SUDBECK, PRESIDENT

AND
FIRST STATE BANK
FARMAN, NE
MADE TYPICAL
308-369-2311

ENGINEER
BLAKEMAN ENGINEERING LLC
BRAD BLAKEMAN, PRINCIPAL, PROJECT MANAGER
10423 HANSEN AVE, OMAHA, NE 68124

LEGEND

- POB - POINT OF BEGINNING
- (1) - AS MEASURED BY FRANKLIN
- (2) - AS MEASURED BY WARNER LS #308
- (3) - AS MEASURED BY JOHNSON LS #478
- (4) - PLASTIC CAP
- (5) - FOUND IRON REBAR
- (6) - FOUND SURVEY MARKER NAIL
- (7) - NAIL DISTANCE
- (8) - 1/2" IRON REBAR WITH PLASTIC CAP
- (9) - FOUND CORNER AS NOTED
- (10) - FOUND SECTION MARKER

CERTIFICATION
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

DATE: 04-09-2021
DATE: FRED W. FRANKLIN P.L.S. 325

FINAL PLAT
ALTA COLLINA
LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE
BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF
SECTION 7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY,
NEBRASKA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ORCHARD VALLEY INC. AND FIRST STATE BANK, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS, LOTS, AND OUTLOTS TO BE NAMED, NUMBERED AND LETTERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS ALTA COLLINA;

WE DO HEREBY BARELY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT;

AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE, THE STREETS AS SHOWN HEREIN, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE GRAND PUBLIC POWER DISTRICT, CENTURYLINK CO AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREIN WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEIPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEIPTION, ON OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION; SAID A SIXTEEN (16) FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16) FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER.

WE DO FURTHER GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT OF DAWSON OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, WALKS, AND OTHER RELATED FACILITIES AND TO EXTEND THEREIN PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, CIRCLES, AND CUL-DE-SACS STREETS WHETHER PUBLIC OR PRIVATE.

NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GRADING, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE ADDRESSAD USES OR RIGHTS THEREIN GRANTED.

ORCHARD VALLEY INC.

MELVIN SLUDBECK, PRESIDENT OF ORCHARD VALLEY INC

WADE TYSDAL, MANAGING MEMBER OF FIRST STATE BANK

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)SS

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY MELVIN SLUDBECK, PRESIDENT OF ORCHARD VALLEY INC, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF _____)SS

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY WADE TYSDAL, MANAGING MEMBER OF FIRST STATE BANK, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, AS SHOWN ON THE RECORDS OF THIS OFFICE
THIS _____ DAY OF _____, 2021.

DEPUTY

SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF ALTA COLLINA WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION
THIS _____ DAY OF _____, 2021.

CHAIRMAN

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF ALTA COLLINA WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2021. APPROVAL OF THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

MAYOR

CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ALTA COLLINA WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE
THIS _____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND END OF CURVE ON THE BOUNDARY OF THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS ALTA COLLINA.

BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N02°29'50"W, ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1330.70 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S87°22'19"W, ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 264.20 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S03°17'14"E, ON THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1328.02 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE N07°20'33"E, ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2145.85 FEET BACK TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 80.988 ACRES MORE OR LESS.


FRED M. FRANKLIN R.L.S. 525



SETBACKS

RD-60	RD-72
FRONT: 25 FOOT MINIMUM SETBACK	FRONT: 7 FOOT MINIMUM SETBACK
SIDE: 5 FOOT MINIMUM, 15 FEET ON LOTS THAT ADJOIN STREETS	SIDE: 7 FOOT MINIMUM, 20 FEET ON LOTS THAT ADJOIN STREETS
REAR: 35 FOOT MINIMUM	REAR: 35 FOOT MINIMUM

STREET ACCESS RESTRICTIONS

THERE WILL BE NO STREET ACCESS FOR LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 AND OUT LOT "A" TO 48TH STREET.

NOTES

1. THERE ARE NO 80' LOT LINES UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE RADIAL TO CURVES UNLESS SHOWN AS NONRADIAL (N.R.)

ALTA COLLINA

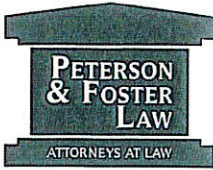
LOCATED IN THE S 1/2 OF NE 1/4, SEC 7, T13N, R13E OF THE 6TH P.M.,
SARPY COUNTY, NEBRASKA.



GENERAL OBLIGATION EXHIBIT C
SCALE: 1" = 100'-0"

- LEGEND**
- GENERAL OBLIGATION PAVING
 - GENERAL OBLIGATION SANITARY
 - SEWER LIFT STATION

414 10/20/20
PLAN



14747 California Street, Ste. 2
Omaha, NE 68154
(402) 991-8919
(402) 991-8191 fax

April 5, 2021

via email: Tammi.palm@bellevue.net

Ms. Tammi Palm
Planning Manager, City of Bellevue
1510 Wall Street
Bellevue, NE 68005-3675

RE: Alta Collina Subdivision

Tammi:

I am sending this correspondence in support of the Application for the final plat of Alta Collina. The proposed subdivision is all single-family homes, which will be RS60 and RS72 lots. It is proposed that these homes will be affordable homes for the population and are compatible with the neighboring properties. It is anticipated that once completed, the total valuation for both phases would be \$102,040,000.00. The developer, Melvin Sudbeck, is experienced and has successfully developed a number of developments within Sarpy County and is currently developing the Spring Ridge subdivision where affordable houses that are in demand. It is our opinion that this project is good for Bellevue and Bellevue residents, as it will add significant tax base to the City and is a part of the orderly development adjacent to new subdivisions.

Respectfully submitted,

FOR THE FIRM

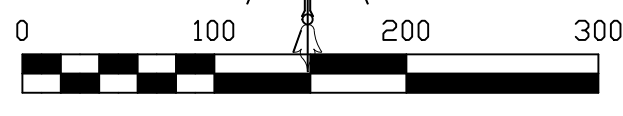
Robert F. Peterson

cc: Melvin Sudbeck

RFP/js

RECEIVED
APR 05 2021
PLANNING DEPT.

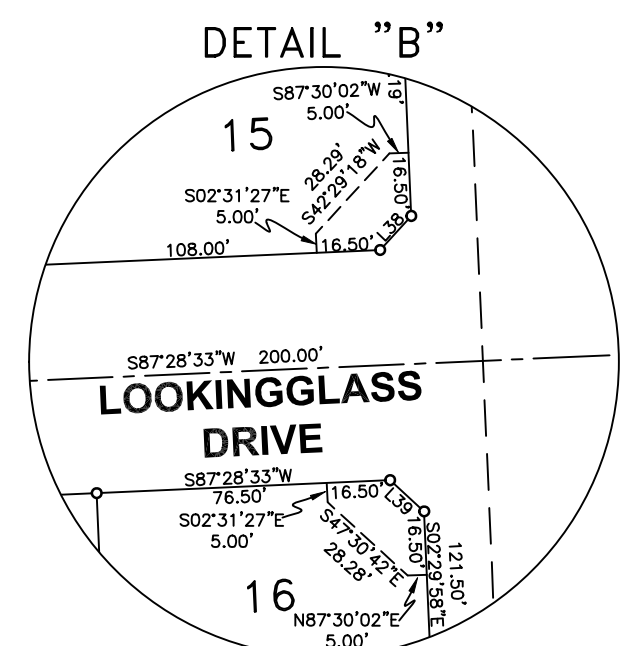
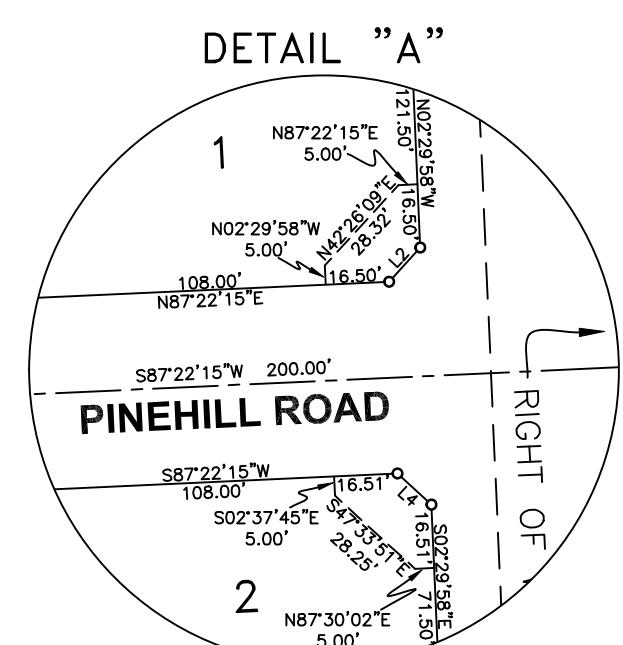
NA71800283



SCALE - 1" = 100'

LINE TABLE

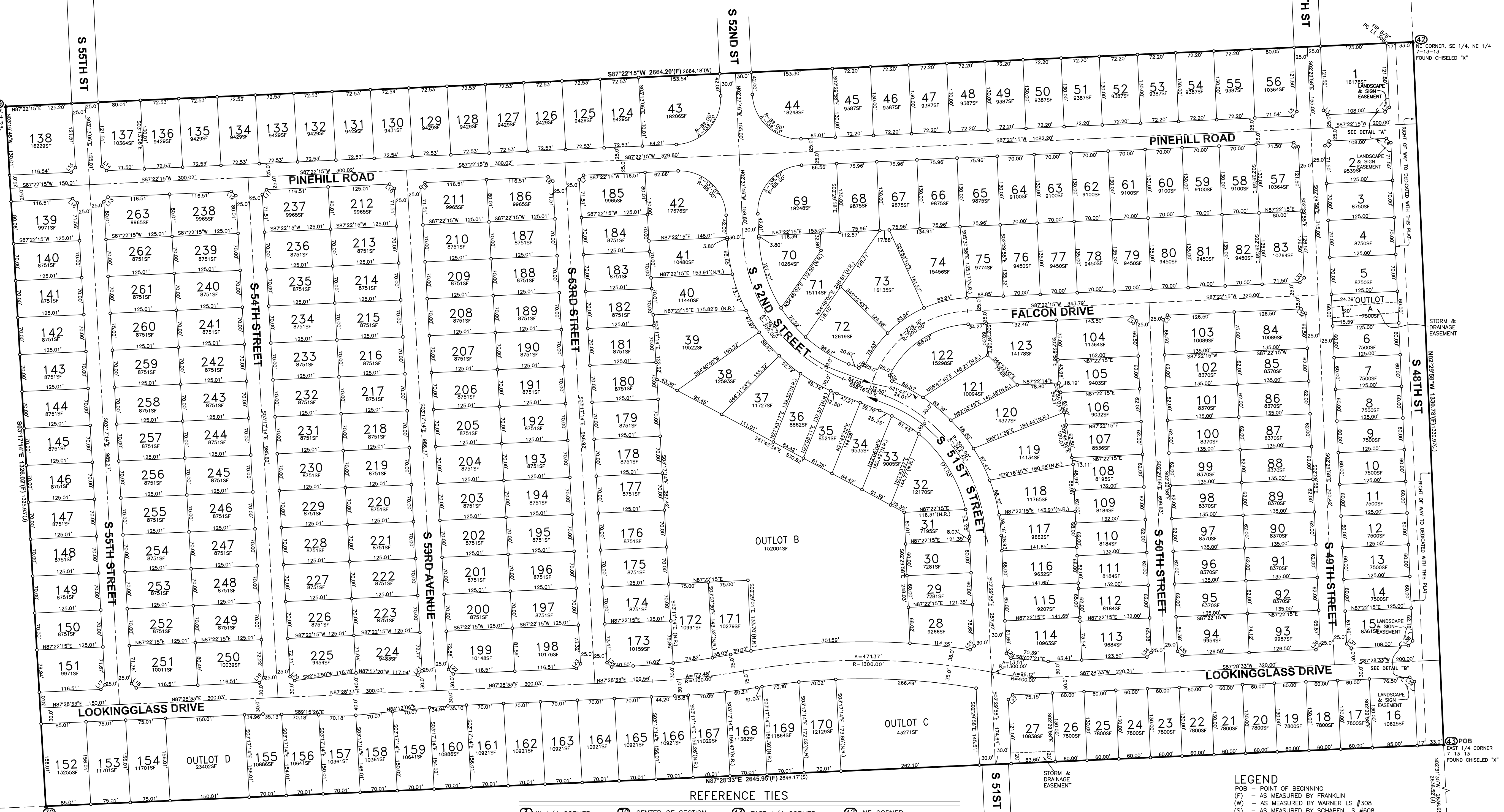
LINE	BEARING	DISTANCE
L1	S47°33'51"E	12.01'
L2	N42°26'09"E	12.03'
L3	N42°26'09"E	12.03'
L4	S47°33'51"E	12.01'
L5	S42°26'09"W	12.03'
L6	N47°57'29"W	12.01'
L7	S42°26'09"W	12.03'
L8	N47°57'29"W	12.09'
L9	S42°02'31"W	11.95'
L10	N47°57'29"W	12.09'
L11	S42°02'31"W	11.95'
L12	N47°57'29"W	12.09'
L13	S42°02'31"W	11.95'
L14	N47°57'29"W	12.09'
L15	S42°04'35"W	11.96'
L16	N47°57'29"W	12.09'
L17	S42°05'39"W	11.94'
L18	N47°54'21"W	12.10'
L19	N42°05'39"E	11.94'
L20	N50°11'42"W	11.61'
L21	N44°22'43"E	11.45'
L22	N47°54'21"W	12.10'
L23	N42°05'39"E	11.94'
L24	S47°54'21"E	12.10'
L25	N48°09'02"E	10.78'
L26	S43°48'39"E	12.77'
L27	N42°29'18"E	12.02'
L28	N71°35'09"W	11.66'
L29	N67°59'51"E	12.30'
L30	S47°33'51"E	12.01'
L31	N42°26'09"E	12.03'
L32	S47°33'51"E	12.01'
L33	N42°26'09"E	12.03'
L34	N42°29'18"E	12.02'
L35	N47°50'42"W	12.02'
L36	N42°29'18"E	12.02'
L37	N47°50'42"W	12.02'
L38	N42°29'18"E	12.02'
L39	S47°30'42"E	12.02'



FINAL PLAT

ALTA COLLINA

LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE
BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF
SECTION 7, T13N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



AREA TABLE

LOT #	ACRES	SQ FEET	LOT #	ACRES	SQ FEET	LOT #	ACRES	SQ FEET	LOT #	ACRES	SQ FEET
1	0.0000	0	131	0.0000	0	261	0.0000	0	131	0.0000	0
2	0.0000	0	132	0.0000	0	262	0.0000	0	132	0.0000	0
3	0.0000	0	133	0.0000	0	263	0.0000	0	133	0.0000	0
4	0.0000	0	134	0.0000	0	264	0.0000	0	134	0.0000	0
5	0.0000	0	135	0.0000	0	265	0.0000	0	135	0.0000	0
6	0.0000	0	136	0.0000	0	266	0.0000	0	136	0.0000	0
7	0.0000	0	137	0.0000	0	267	0.0000	0	137	0.0000	0
8	0.0000	0	138	0.0000	0	268	0.0000	0	138	0.0000	0
9	0.0000	0	139	0.0000	0	269	0.0000	0	139	0.0000	0
10	0.0000	0	140	0.0000	0	270	0.0000	0	140	0.0000	0
11	0.0000	0	141	0.0000	0	271	0.0000	0	141	0.0000	0
12	0.0000	0	142	0.0000	0	272	0.0000	0	142	0.0000	0
13	0.0000	0	143	0.0000	0	273	0.0000	0	143	0.0000	0
14	0.0000	0	144	0.0000	0	274	0.0000	0	144	0.0000	0
15	0.0000	0	145	0.0000	0	275	0.0000	0	145	0.0000	0
16	0.0000	0	146	0.0000	0	276	0.0000	0	146	0.0000	0
17	0.0000	0	147	0.0000	0	277	0.0000	0	147	0.0000	0
18	0.0000	0	148	0.0000	0	278	0.0000	0	148	0.0000	0
19	0.0000	0	149	0.0000	0	279	0.0000	0	149	0.0000	0
20	0.0000	0	150	0.0000	0	280	0.0000	0	150	0.0000	0
21	0.0000	0	151	0.0000	0	281	0.0000	0	151	0.0000	0
22	0.0000	0	152	0.0000	0	282	0.0000	0	152	0.0000	0
23	0.0000	0	153	0.0000	0	283	0.0000	0	153	0.0000	0
24	0.0000	0	154	0.0000	0	284	0.0000	0	154	0.0000	0
25	0.0000	0	155	0.0000	0	285	0.0000	0	155	0.0000	0
26	0.0000	0	156	0.0000	0	286	0.0000	0	156	0.0000	0
27	0.0000	0	157	0.0000	0	287	0.0000	0	157	0.0000	0
28	0.0000	0	158	0.0000	0	288	0.0000	0	158	0.0000	0
29	0.0000	0	159	0.0000	0	289	0.0000	0	159	0.0000	0
30	0.0000	0	160	0.0000	0	290	0.0000	0	160	0.0000	0
31	0.0000	0	161	0.0000	0	291	0.0000	0	161	0.0000	0
32	0.0000	0	162	0.0000	0	292	0.0000	0	162	0.0000	0
33	0.0000	0	163	0.0000	0	293	0.0000	0	163	0.0000	0
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35	0.0000	0	165	0.0000	0	295	0.0000	0	165	0.0000	0
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37	0.0000	0	167	0.0000	0	297	0.0000	0	167	0.0000	0
38	0.0000	0	168	0.0000	0	298	0.0000	0	168	0.0000	0
39	0.0000	0	169	0.0000	0	299	0.0000	0	169	0.0000	0
40	0.0000	0	170	0.0000	0	300	0.0000	0	170	0.0000	0

- REFERENCE TIES**
- 33 W 1/4 CORNER 7-13-13 FOUND IRON PIN
 - 34 SW 1/4 NE 1/4 FOUND 5/8" IRON REBAR
 - 35 NE 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - 36 NE 1.35' TO NAIL IN WEST FACE OF 24" TREE
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 - 38 NE CORNER 7-13-13 FOUND 1/2" IRON REBAR
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 - 40 NW 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
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 - 43 W 12.55' TO EDGE OF ROAD (48TH ST)
 - 44 W 33.28' TO "X" NAILS IN POWER POLE
 - 45 SE 71.20' TO "X" NAILS IN POWER POLE
 - 46 NE CORNER 7-13-13 FOUND CHISELED "X"
 - 47 NE 1/4 NE 1/4 FOUND CHISELED "X"
 - 48 NW 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
 - 49 NE 45.0' SET 5/8" IRON REBAR WITH PLASTIC CAP
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SUBDIVIDER
ORCHARD VALLEY INC
MELVIN SUDBECK, PRESIDENT

AND

FIRST STATE BANK
FARNMAN, NE
WADE TYDIAL
308-569-2311

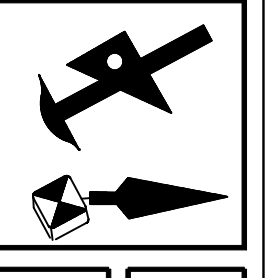
ENGINEER
BLAKEMAN ENGINEERING LLC
BRAD BLAKEMAN, PRINCIPAL, PROJECT MANAGER
10423 HANSEN AVE, OMAHA, NE 68124

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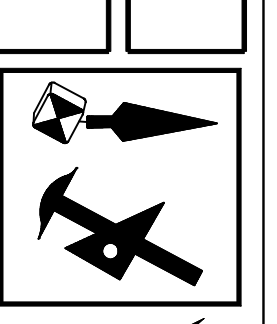
DATE: 04-09-2021
FRED M. FRANKLIN R.L.S. 525



DATE: 04-09-2021
DRAWN BY: JAH
CHECKED BY: FME
JOB NO.: 2019-98
SHEET 1 OF 2



ALPHA LAND SURVEYING
ALTA COLLINA



Alpha Land Surveying
SOUTH SIOUX CITY, NEBRASKA (402) 494-2122
OAKLAND, NEBRASKA (402) 685-6844 BLAIR, NEBRASKA (402) 426-9414
NORFOLK, NEBRASKA (402) 371-7571 OMAHA, NEBRASKA (402) 372-7225
website - www.alphalandsurveying.com
email - alphalandsurveying@gmail.com

FINAL PLAT
ALTA COLLINA
 LOTS 1 THROUGH 263, AND OUTLOTS "A" THROUGH "D" INCLUSIVE
 BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF
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KNOW ALL MEN BY THESE PRESENTS: THAT WE, ORCHARD VALLEY INC. AND FIRST STATE BANK, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO STREETS, LOTS, AND OUTLOTS TO BE NAMED, NUMBERED AND LETTERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS ALTA COLLINA;

WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT;

AND WE HEREBY DEDICATE TO THE PUBLIC, FOR PUBLIC USE THE STREETS AS SHOWN HEREON, AND WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, CENTURYLINK QC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND SIXTEEN (16') FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED SUBDIVISION. SAID A SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER.

WE DO FURTHER GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT OF OMAHA OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW, PIPELINES, HYDRANTS, VALVES, AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5') FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, CIRCLES, AND CUL-DE-SAC STREETS WHETHER PUBLIC OR PRIVATE.

NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS THEREIN GRANTED.

ORCHARD VALLEY INC.

MELVIN SUDBECK, PRESIDENT OF ORCHARD VALLEY INC

WADE TYSDAL, MANAGING MEMBER OF FIRST STATE BANK

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)SS
 COUNTY OF _____)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2021 BY MELVIN SUDBECK, PRESIDENT OF ORCHARD VALLEY INC, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
)SS
 COUNTY OF _____)

THE FORGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2021 BY WADE TYSDAL, MANAGING MEMBER OF FIRST STATE BANK, ON BEHALF OF SAID COMPANY.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACES WITHIN THIS PLAT, AS SHOWN ON THE RECORDS OF THIS OFFICE
 THIS ____ DAY OF _____, 2021.

DEPUTY _____

SARPY COUNTY TREASURER _____

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF ALTA COLLINA WAS APPROVED BY THE BELLEVUE PLANNING COMMISSIONER
 THIS ____ DAY OF _____, 2021.

CHAIRMAN _____

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF ALTA COLLINA WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS ____ DAY OF _____, 2021. APPROVAL OF THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

MAYOR _____

CITY CLERK _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF ALTA COLLINA WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE
 THIS ____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER _____

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND END OF CURVE ON THE BOUNDARY OF THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS ALTA COLLINA,
 BEING A PLATTING OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N02°29'58"W, ON THE EAST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1330.78 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S87°22'15"W, ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2664.20 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S03°17'14"E, ON THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1326.02 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE N87°28'33"E, ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2645.95 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 80.966 ACRES MORE OR LESS.


 FRED M. FRANKLIN R.L.S. 525



SETBACKS

RD-60	RD-72
FRONT: 25 FOOT MINIMUM SETBACK	FRONT: 25 FOOT MINIMUM SETBACK
SIDE: 5 FOOT MINIMUM, 15 FEET ON LOTS THAT ADJOIN STREETS	SIDE: 7 FOOT MINIMUM, 20 FEET ON LOTS THAT ADJOIN STREETS
REAR: 35 FOOT MINIMUM	REAR: 35 FOOT MINIMUM

STREET ACCESS RESTRICTIONS

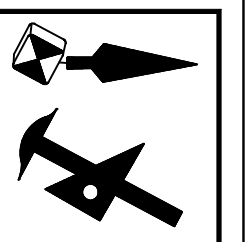
THERE WILL BE NO STREET ACCESS FOR LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 AND OUT LOT "A" TO 48TH STREET.

NOTES

1. THERE ARE NO 90° LOT LINES UNLESS OTHERWISE NOTED.
2. ALL LOT LINES ARE RADIAL TO CURVES UNLESS SHOWN AS NONRADIAL (N.R.)

ALPHA LAND SURVEYING

ALTA COLLINA



Alpha Land Surveying
 1996 SINCE
 SOUTH SIOUX CITY, NEBRASKA (402) 494-2122
 OAKLAND, NEBRASKA (402) 665-6944 BLAIR, NEBRASKA (402) 426-9414
 NORFOLK, NEBRASKA (402) 371-7571 OMAHA, NEBRASKA (402) 372-7225
 website - www.alphaandsurveying.com
 email - alphaandsurveying@gmail.com

DRAWN BY: IAH
 CHECKED BY: FME
 JOB NO.: 2019-098
 DATE: 04-09-2021
 SHEET 2 OF 2

**CITY OF BELLEVUE
PLANNING DEPARTMENT**

RECOMMENDATION REPORT # 4

CASE NUMBER: Z-2012-17

FOR HEARING OF:

REPORT #1: January 28, 2021

REPORT #2: February 25, 2021

REPORT #3: March 25, 2021

REPORT #4: April 22, 2021

I. GENERAL INFORMATION

A. APPLICANT:

i3, LLC
Attn: Fisher Easterling
955 East Main Street, Ste. E, Box 92
Lexington, SC 29072

B. PROPERTY OWNER:

Leopard Partnership Ltd.
Attn: Margaret Swarbrick
601 Chateau Drive
Bellevue, NE 68005

C. GENERAL LOCATION:

601 Chateau Drive

D. LEGAL DESCRIPTION:

Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, NE

E. REQUESTED ACTION:

1. Rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, from BG to RG-20 for the purpose of a residential group home facility.

F. EXISTING ZONING AND LAND USE:

BG, Vacant Commercial Building (former home of Leopard Lanes Bowling Alley)

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to facilitate an adolescent residential group home facility.

H. SIZE OF SITE:

The site is approximately 3.76 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

This property is developed with a vacant commercial building which was most recently the home of Leopard Lanes Bowling Alley.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Multi-Family Residential, BG
- 2. **East:** Commercial, BG
- 3. **South:** Commercial/Bellevue University, BG and BG-PCO
- 4. **West:** Commercial, BG

C. REVELANT CASE HISTORY:

1. On January 28, 2021, the Planning Commission continued a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, NE, from BG to RG-20 for the purpose of a residential group home facility. Continuation at the applicant’s request.

2. On February 25, 2021, the Planning Commission continued a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, NE, from BG to RG-20 for the purpose of a residential group home facility. Continuation at the applicant’s request.

3. On March 25, 2021, the Planning Commission voted on a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, NE, from BG to RG-20 for the purpose of a residential group home facility. The Commission was unable to come to a passable vote after voting twice and both votes ended in a tie.

D. APPLICABLE REGULATIONS:

1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as commercial.

B. OTHER PLANS:

If the rezoning is approved, the applicant intends to convert the existing building into an adolescent residential group home facility.

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. This property has access from two points along Chateau Drive.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. i3, LLC has submitted a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, NE from BG to RG-20.
2. The applicant is requesting a zoning change to RG-20 in order to facilitate an adolescent residential group home facility. No platting is being requested at this time.

The applicant states Broadstep Behavioral Health is a national care provider for both adolescents and adults. They have recently added Nebraska to its geography due to a statewide shortage of care in this category. The building located at 601 Chateau Drive, home of the former Leopard Lanes Bowling Alley, would be converted into an adolescent residential group home facility for those with behavioral health challenges and therapeutic needs. The adolescents in this facility would eat, sleep, recreate, and be educated on premises.

A copy of the applicant's letter detailing their request is attached to this report.

3. This property is located along the busy Harvell Drive corridor. The corridor consists of commercial zoning and uses in the general vicinity of this property.

4. The Chateau Apartments are adjacent to the north of this property. Although a multi family residential use, the apartments are zoned BG and BG-PCO. Due to their age, they are a grandfathered use in a commercial zoning district.

5. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Mike Christensen, Chief Building Official, commented the Harvell Drive corridor was zoned BG to encourage commercial growth up and down the corridor. He indicated even though the Chateau Apartments are to the north of this property, the intent of the development of this area is for commercial uses moving forward.

No other comments were received on this case.

6. The Future Land Use Map of the Comprehensive Plan designates this area as commercial.

7. Staff does not believe this request is compatible with the existing development along the Harvell Drive corridor, nor is it appropriate when considering the Future Land Use Map designation of this property and the Comprehensive Plan.

8. At the March 25, 2021 Planning Commission meeting, the Commission was unable to come to a passable vote after voting twice and both votes ending in a tie. Per state statute, a case cannot move forward to the City Council without a recommendation from the Planning Commission; therefore, the case is back for public hearing and vote.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

DENIAL based upon the Future Land Use Map and Comprehensive Plan, as well as the perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

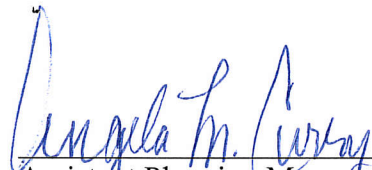
Under Review

VI. ATTACHMENTS TO REPORT

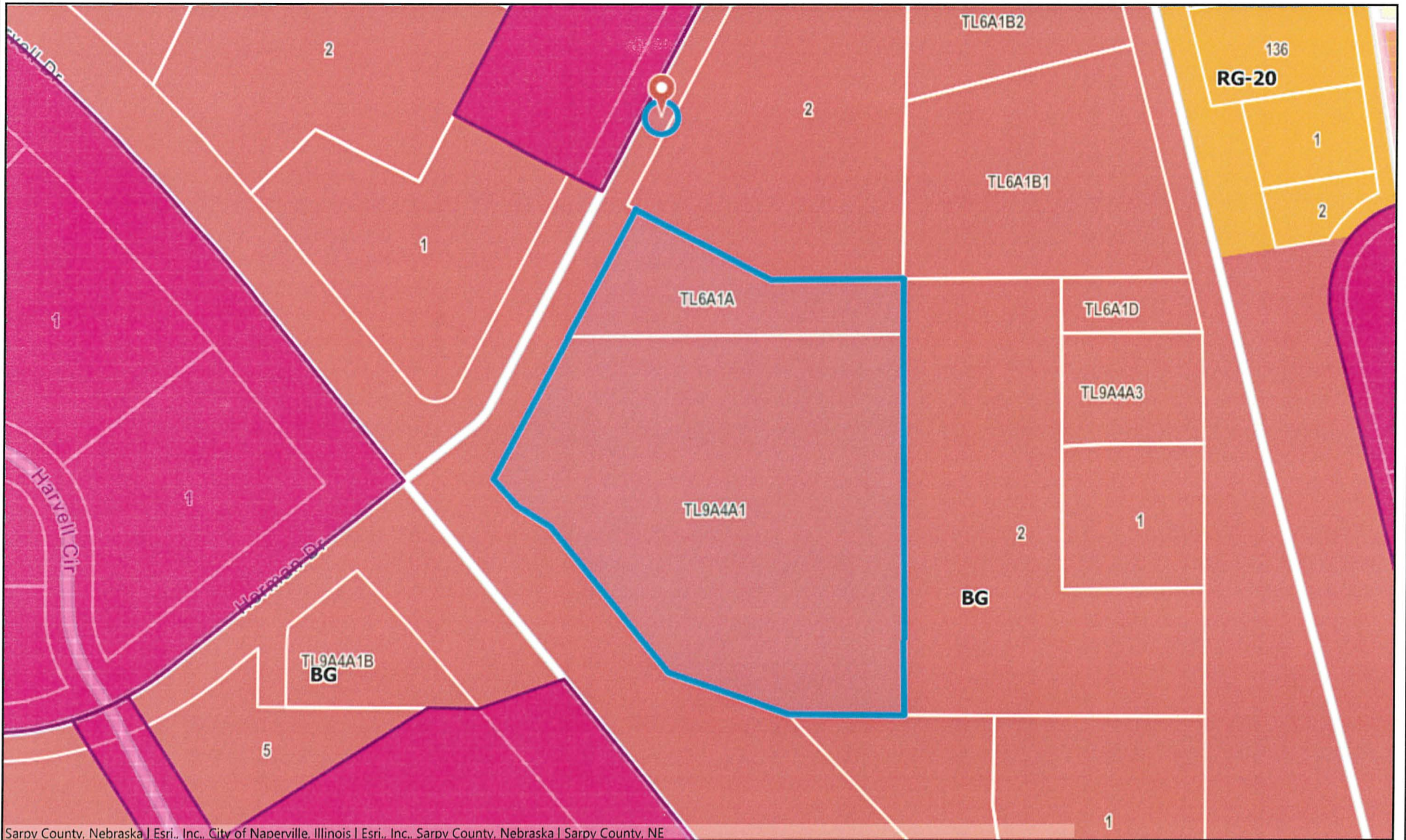
1. Vicinity Map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Fisher Easterling received December 24, 2020.
4. Broadstep proposal from Brent Edgerton received March 25, 2021.
5. Letter from Chief Master Mike Kassebaum received January 28, 2021.
6. Letter from Tami Moore received February 11, 2021.
7. Letter from David "Nick" Forss received February 18, 2021.
8. Letter from Daniel Schmit received February 22, 2021.
9. Letter from Jerry Kassebaum received February 24, 2021.
10. Letter from Daniel Schmit received March 25, 2021.

VII. COPIES OF REPORT TO:

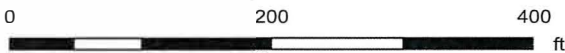
1. i3, LLC
2. Leopard Partnership, Ltd.
3. Public Upon Request

 4/15/21
Assistant Planning Manager

 04/15/21
Planning Manager Date of Report

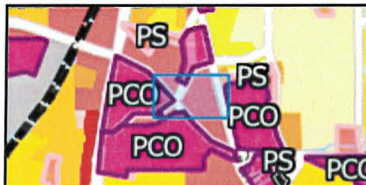


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 2257

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

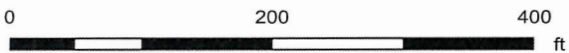


Notes





Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 2257

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes





i3, LLC
955 E. Main Street
Suite E Box #92
Lexington, SC 29072

Dear Ms. Palm:

Thank you for your time and consideration regarding the pending request to re-zone the property at 601 Chateau Dr. ("Leopard Lanes"). As previously discussed, we are seeking a new zoning status, changing from the current "BG" designation to the appropriate "RG-20" designation. It is our understanding that this zoning change will allow for the Tenant's use as behavioral healthcare providers.

To be more specific "Broadstep Behavioral Health" is a national care provider for both adolescents and adults and has recently added Nebraska to its geography due to a stated statewide shortage of care in this category. This facility is planned for adolescent care for those with behavioral health challenges and therapeutic needs. The youth in this facility will eat, sleep, recreate, and be educated on these premises. Please let us know if there are any questions at all about this group, or the specific intentions for the property. We look forward to discussing with your group as necessary, and we look forward to being a part of the Bellevue community.

Best Regards,

Fisher Easterling

RECEIVED
DEC 24 2020
PLANNING DEPT.

RECEIVED
MAR 25 2021
PLANNING DEPT.



broadstep[™]
Bellevue, NE 2021





Who is broadstep?



- Broadstep represents the new age efficiency of Group Homes for children and adults with intellectual and developmental disabilities (I/DD), mental illness & co-occurring disorders. When researching group homes, you find that most are “mom & pop” homes with one or two locations. Broadstep has stepped into an industry that is over-due for a corporate entrance. Group Homes are already a profitable venture but making costs more efficient is the up-side.
- Entering markets with higher reimbursement rates, and friendlier legislation, are the leading contributors to the company's growth. The expansion into Nebraska is consistent with this strategy.
- Bain Capital, detailed on page 3, founded Broadstep as a part of their “Double Impact” strategy.
- With 94 locations across the United States, the projection for growth is strong.

It's easier to grow when you feel safe, comfortable, loved, and advocated for. So we care for the whole person, providing a continuum of physical, emotional, and mental support for children and adults with intellectual and developmental disabilities (I/DD), mental illness, and co-occurring disorders. With outcomes rooted in discovering and championing personal definitions of progress, our individuals, families, caregivers, and neighbors are building more and more communities people can call home.

broadstep's Vision – To be America's first choice in behavioral health and supportive living.

broadstep's Mission – To provide first-class behavioral health and supportive living services by being the nation's best employer, provider and community partner.

broadstep's Values – ACE IT with FUN: **Accountability, Compassion, Excellence, Integrity, Teamwork, Fun**

Backed by Bain Capital

- Bain Capital is one of the world’s leading private, multi-asset alternative investment firms with approximately **\$105b in assets under management**.
- As part of their public outreach, Bain Capital developed a **‘double impact’ investment strategy**. Double Impact allows them to invest in companies to provide both a financial as well as a societal impact.
- From Bain Capital’s website:

“Impact investing has the power to build great companies that deliver both competitive financial returns and meaningful, measurable social and environmental good. Bain Capital Double Impact pursues investments where we can utilize our unique capabilities to help mission-driven companies scale and drive meaningful change.

Our goal is to scale financial and impact growth for our partner companies, which are solving critical social problems, and doing so with sustainable business models. We believe that our value-added approach, experienced team and broad platform expertise helps provide the resources and capabilities that these companies need to thrive.”

Double Impact Partners





601 Chateau Drive Bellevue, NE

Community Investment

Broadstep has chosen 601 Chateau Drive as the ideal next location for a campus in Nebraska.

This location will need to be re-developed with an estimated \$1,500,000 in improvements. **This will be done by local contractors that have already started bidding for the job.**

Not only will Broadstep be participating as a tax paying entity, but because of the purchase price and investment for improvements the taxable value will increase significantly.

Job creation is another large investment in the community. Broadstep projects upwards of 50 jobs to be created on this campus. These include, but are not limited to:

- **Management Professionals**
- **Nursing Professionals**
- **Psychiatric Professionals**
- **Administrative Professionals**
- **Education Professionals**

i3's Participation Strategy (Landlord)

As the future investor and landlord of the 601 Chateau Drive development i3, LLC is working towards the following:

- **Purchase the Assets for Broadstep:** i3 purchases the land and building, hires the local contractors, architects, engineers, and re-invests in the existing building.
- **Successfully Split the 601 Chateau Drive Plat:** i3 is currently working with Mike Smith from "TD2", a local engineer, to create two plats.
- This creates an aesthetic and commercial buffer to Broadstep's tenancy and is aligned with Bellevue's Master Plan for Growth.
 - It is i3's plan to make the Harvell Drive frontage a lot for a "build-to-suit" or retail center.
 - This is just an estimated rendering. i3 is still confirming setbacks and topography.
 - I3 will have a more accurate site plan for the 3.25.21 Planning Commission Meeting.





January 26, 2021

City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005
Case # Z:2012-17 or Applicant i3, LLC.

RECEIVED
JAN 28 2021
PLANNING DEPT.

To Tammi Palm:

I am writing regarding the proposed rezoning of tax lot 6A1A & 9A4A1 at 601 Chateau Drive, Bellevue. I own the business across the street from this location: Kassebaum's Martial Arts, 2111 Harvell Drive.

I am opposed to the rezoning of this area for the purpose of an adolescent residential group home. I am a small business owner who has faced a rough year due to the pandemic. The proposed rezoning would only put my business in further jeopardy.

My clientele is made up of families, most with children. Having an adolescent group home across the street would deter families from choosing my business. Safety is always a top priority for parents. A martial arts school across the street from an adolescent residential group home does not portray a safe environment for their children.

I am trying to keep my business afloat. I have owned a small business in Bellevue for 15 years. Each year my academy hosts a tournament in Bellevue that brings in roughly 500 competitors. We rent out the gym in a high school adding income to Bellevue Public Schools. Our tournament also contributes to other Bellevue businesses such as hotels and restaurants.

I frequently offer free self-defense seminars as well as free child safety days to the Bellevue Community. If my school loses business and is forced to close or move to another location, I will no longer be able to contribute all of this to this community.



After the past year, I cannot afford another hit to my business. In my opinion choosing to put this group home across the street from a martial arts school that caters to families with small children is an alarming choice.

Not only will it hurt the economic stability of my school, it also puts my clients' health and welfare at risk. I am asking that the rezoning for this purpose be denied. I would like to keep my partnership with the city of Bellevue going for many years to come.

Please consider this request of a longtime Bellevue business owner.

Thank you,
Chief Master Mike Kassebaum
Kassebaum's Martial Arts
2111 Harvell Drive
Bellevue, NE 68005
(402) 826-7448



The Lund Company
450 Regency Parkway
Suite 200
Omaha, NE 68114
Tel +1 402 393 8811
Fax +1 402 393 2402
lundco.com

February 11, 2021

Case #: Z-2012-17

RE: Letter of Opposition

Dear Council,

I am writing on behalf of the ownership of Chateau Apartments, as well as the 115 residents that reside within the community. We are writing to express our opposition to the proposed rezoning and development of Tax Lots 6A1A & 9A4A1. The City of Bellevue can support this development in a different location without the need to rezone. We believe the proposed rezoning would have a negative impact on the apartment communities located on Chateau Drive. Furthermore, the residents of Chateau Apartments oppose the adolescent group home as they are fearful that this change could cause safety problems and increased traffic congestion.

We urge you to disapprove the proposed rezoning, and from recent discussions with the neighboring apartment communities, we know our opinions are shared by others who have not managed to attend meeting or write letters and emails.

Thank you for your continued service and support of our communities.

Sincerely,

Tami Moore, CAM, CAPS
Director of Residential Property Management
The Lund Company
(402) 548-4073
tami.moore@lundco.com

RECEIVED
FEB 11 2021
PLANNING DEPT.



EPH Equity Partnership Holdings

Nick Forss
Principal
1863 Bolden Dr.
Mount Pleasant, SC 29466

714-916-6505 *Direct*
nick@ephproperties.com

February 16, 2021

RE: Case #: Z-2012-17

RECEIVED

FEB 18 2021

PLANNING DEPT.

To Whom It May Concern:

This letter serves as formal notice of our opposition to the re-zoning proposed at Tax Lots 6A1A & 9A4A1. I am one of the owners of the neighboring Chateau apartments, which consists of 115 apartment units. On behalf of our tenants, we vehemently request that rezoning is declined. A few of our tenants have already voiced concern over the potential rezoning as they have fears for their safety and wellbeing.

We appreciate the efforts of the group trying to establish an adolescent group home. My wife worked for a non-profit that helped at risk youth for 8-9 years. We also founded a charity that specialized in programs for children with special needs. While we appreciate and understand the benefits, we believe that there are significantly better locations than being placed in a retail center next to a number of apartment units. We believe that the city of Bellevue should be able to help the organization find a more suitable location.

We previously owned a multi-family property in Idaho Falls, ID. We had a similar situation where a group home was moved next to the complex. We ended up with a number of issues with tenants having items stolen, damaged, and concerns for their safety. We experienced increased crime and graffiti at the property. After two years this facility was closed down and immediately tenants felt a sense of relief and crime decreased.

On last month's call, we heard one of the committee members voice concern over the vacant retail space. In general, we would tend to agree that it is obviously better to have the space filled. However, over the past year of Covid, the country has experienced significant vacancy in retail, strip centers, and shopping malls. Thus, it is not specific to this location. We would also argue that over time this having the group home located here will dissuade neighboring retailers from being able to re-lease existing tenants or secure new tenants in the future. Therefore, it would likely cause the area to have even more significant vacancy issues over time.

Finally, although the success of the Chateau apartments may not be of concern to the Committee. This change in rezoning, will result in our property having higher vacancy, lower rental rates, and would likely eventually cause the property to be financially insolvent. This could result in an increased downturn in the community as we potentially many not be able to

deal with deferred maintenance items. We would request that the committee recommend a significant decrease in our property taxes if this rezoning is approved as we would not be able to afford the current rates being charged on the property.

Please confirm receipt of this letter and let me know if we need to provide to anyone else. We appreciate your understanding of our concerns. If you have any additional questions or concerns, please feel free to reach out.

Sincerely,

David A. Forss

David "Nick" Forss
EPH Properties, LLC



REALTY & MANAGEMENT

14301 FNB Parkway, Suite 100 | Omaha, NE 68154 | (402) 650-2294

February 22, 2021

City of Bellevue Planning Department
1510 Wall St
Bellevue, NE 68005

Case: Z-2012-18
Re: Letter of Opposition

RECEIVED

FEB 22 2021

PLANNING DEPT.

Dear Members of the Bellevue Planning Commission and Tammi Palm,

I am writing on behalf of Sunset Hills Townhomes and its residents to express our opposition to the proposed rezoning for Tax Lots 641A and 9A4A1 (601 Chateau Dr.) I am an owner of Sunset Hills Townhomes, which is a community comprised of 55 townhomes located at 302-518 Chateau Dr. We believe the proposed zoning change would have a negative impact on our community and is inconsistent with Bellevue's future land use map.


Sunset Hills Townhomes is a residential community surrounded by a triangle of commercially zoned properties comprised of Fort Crook Rd. to the west, Galvin Rd. to the east, and Harvell Rd. to the south. Our community has many residents who have lived in their townhomes for ten to twenty years or longer. We frequently hear from residents who like that the community is quiet and peaceful yet surrounded by shops and activities. We have had numerous residents voice concerns about safety and traffic associated with the proposed adolescent group home, and we are concerned that many will move if the zoning change is approved.

The existing building on the parcel is a vacant commercial building that was used as a bowling alley. If marketed properly, it can likely be repurposed for numerous commercial uses including retail shops, but the bowling alley is not appropriate for residential use. Bellevue has seen substantial new commercial development along the Cornhusker Rd./Harvell Dr. corridor that continues to expand to the east. We believe the property at 601 Chateau Dr. is a key parcel that helps join the commercial corridors between Cornhusker Rd./Harvell Dr. and Galvin Rd. It would be most beneficial for the city, as well our residents, if the Planning Commission keeps the existing zoning in place so the development we have seen in the past few years can continue.

While we believe that both the location and building are not appropriate for the requested use, we also believe that adolescent group homes serve a valuable purpose for the community. Numerous other locations exist within the city of Bellevue and surrounding communities that are properly zoned for this activity, and we would ask that the applicant work with officials of Bellevue and surrounding

communities to identify another appropriately zoned property where the project could benefit the community without negatively influencing the surrounding properties.

Sincerely,

A handwritten signature in black ink that reads "Daniel Schmit". The signature is written in a cursive, slightly slanted style.

Sincerely,
Daniel Schmit
Deer Creek Realty & Management, LLC
dan@deercreekmanagement.com
(402) 650-2294

2/22/2021

City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005

CASE #Z-2012-17
RE: Letter of Opposition

Dear Council,

I am writing to express my opposition to the proposed rezoning and development of Tax Lots 6A1A & 9A4A1 (601 Chateau Drive). Reasons why are outline below.

1. The City of Bellevue Planning Department Recommendation Report #1. Michael Christensen, Chief Building Official, commented the Harvell Drive corridor was zoned BG to encourage commercial growth up and down the corridor. He indicated the intent of the development of this area is for commercial uses moving forward. This report also states staff does not believe this request is compatible with the existing development along the Harvell corridor, nor is it appropriate when considering the Future Land Use Map designation of this property and the Comprehensive Plan.
2. There is residential property available in Bellevue currently that could be used vs needing to change the zone of a intended commercial property to residential. The ongoing zoning plans for Harvell corridor was supposed to be commercial ongoing. When we bought our property there was no indication that the zoning for this area would be changed. If I knew there was going to be a change in zoning we would have selected a different location.
3. The area businesses rely on a larger amount traffic driving by which in turn helps their businesses be visible and helps contribute to sales. Residential usually attracts a smaller amount of traffic therefore decreases sales.
4. A commercial property with a viable business will bring in more sales tax and property tax for Bellevue and contribute to the economy of Bellevue .
5. The proposed business that wants to move into this property is an out of state business. Would it not be best to support local business and help local business thrive first.
6. There was a reasonable offer made to the current owners to buy the business and continue running it as a bowling center. The current owners made it clear this property would never be a bowling center again.
7. If present property owners want to make a large improvement for the area, financing my be more difficult to receive do to mix zoning.

Jerry Kassebaum
2111 Harvell Dr
Bellevue, NE 68005
(402) 641-5683

RECEIVED
FEB 24 2021
PLANNING DEPT.



REALTY & MANAGEMENT

14301 FNB Parkway, Suite 100 | Omaha, NE 68154 | (402) 650-2294

March 25, 2021

City of Bellevue Planning Department
1510 Wall St
Bellevue, NE 68005

Case: Z-2012-18

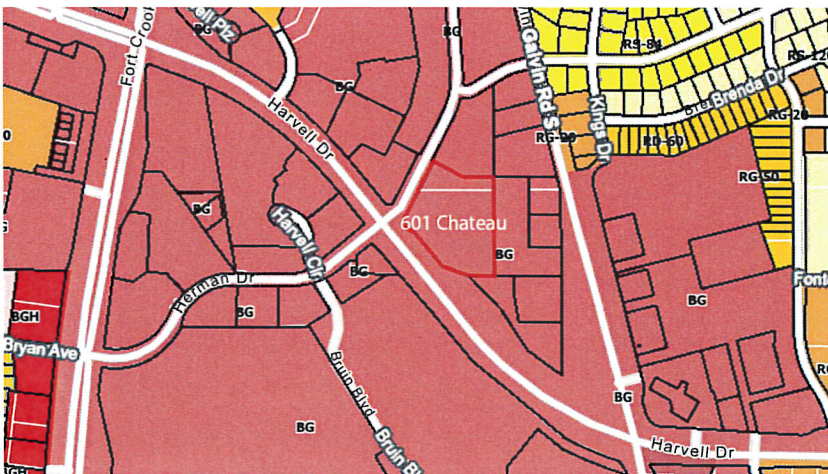
Re: Letter of Opposition

RECEIVED
MAR 25 2021
PLANNING DEPT.

Dear Members of the Bellevue Planning Commission and Tammi Palm,

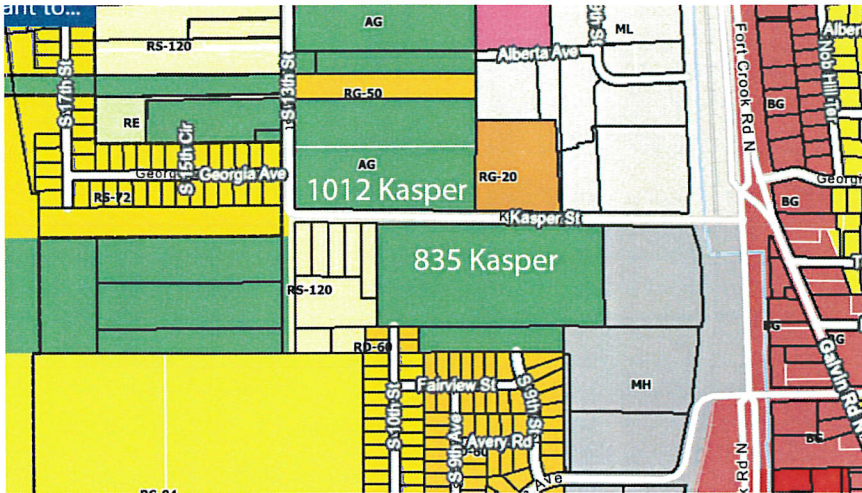
I am writing on behalf of Sunset Hills Townhomes and its residents to express our continued opposition to the proposed rezoning for Tax Lots 641A and 9A4A1 (601 Chateau Dr.) as discussed in our letter dated February 22, 2021. At the February 25, 2021, Planning Commission meeting, Commissioner Casey stated that the question is where the best location for a residential group home is. We agree that this question is important and are providing this letter to expand on our previous comments. We continue to believe that this location and building are not appropriate for the requested use and that other locations in Bellevue and the surrounding communities are better suited.

The starting point for determining the best location for a proposed use should be to look at current zoning and the future land use map. The current zoning for this parcel and all surrounding parcels is BG-Commercial as can be seen in red on this map:



The future land use map is also commercial. There are numerous commercial uses that would fit the existing structure better than attempting to shoehorn an adolescent group home into a bowling alley.

It is our recommendation that the applicant hire a qualified real estate broker to assist in site selection, especially if they lack local knowledge. While we have not researched available parcels for this use, we are aware of two other parcels listed for sale nearby at 835 Kasper St. and 1012 Kasper St. that would be a much better fit for the project. The parcels are not located in the middle of a commercial corridor, are both zoned AG currently, and are more consistent with the future land use map which currently reflects medium-density residential. As can be seen below, one of the parcels is next to a parcel already zoned RG-20 and the other is across the street:



Both parcels are more suitable for building an appropriate structure for an adolescent group home facility. Given the location, it is also unlikely that either parcel would face the amount of opposition that this proposal faces.

This is the third time this issue has been on the Commission's agenda, and the applicant has not appeared at the prior two meetings. The two-paragraph proposal submitted by i3, LLC is entirely insufficient to support its requested change in zoning. Surrounding landowners on all sides of the subject parcel have submitted letters indicating their opposition. The potential decrease in tax assessment for those properties resulting from this change is significantly greater than any potential increase for the subject parcel. We are confident that numerous other commercial uses exist that are consistent with the location and the structure on the property. Additionally, those uses would increase the assessment for the subject parcel without the corresponding decrease to surrounding properties. For these reasons, we ask that you deny the requested zoning change.

Sincerely,

Sincerely,
Daniel Schmit
Deer Creek Realty & Management, LLC
dan@deercreekmanagement.com
(402) 650-2294



City of Bellevue
Planning Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

3.b.

MEMORANDUM

To: Planning Commission
FROM: Angela Curry, Assistant Planning Manager
DATE: April 22, 2021
RE: Proposed Redevelopment Plan for 2009 Franklin Street

Attached for your review and recommendation is the Redevelopment Plan for Ivy Properties, Inc. This plan proposes the redevelopment of the vacant property of Lots 1 through 6, Block 130, Bellevue and Vacated Avenue Adjacent. This area was previously designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 1.0 acre in size and consists of six lots located on the southeast corner of West 20th Avenue and Franklin Street; two lots to the north are undeveloped, two lots in the middle are asphalt parking lots, and the two southernmost lots have a 9,300 square foot vacant building that was built in 1954. The property lacks improvements and has been vacant for many years.

The applicant is proposing redevelopment of the property by replatting the existing six lots into two lots: north lot and south lot. The north lot will be developed with townhouse style apartment units as part of phase I and phase II, and the south lot will be designated for commercial use to be developed later as phase III.

The applicant indicates this project will support the redevelopment of the City of Bellevue by expanding housing options in the Olde Towne area and will supplement the Olde Towne Vision Plan because of its location, close to the center of Olde Towne.

The applicant is estimating the property's valuation to be \$2,075,788 upon completion of Phase I and II of the redevelopment project.

The Redevelopment Plan states there is approximately \$435,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$435,000 of the expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area that has remained vacant and underutilized. The Comprehensive Plan designates this area as an activity center. The site is currently zoned Metropolitan General Business District with and Olde Towne Overlay District. The proposed development is in conformance with the Comprehensive Plan and existing zoning.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the Ivy Properties, Inc Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment in the Olde Towne corridor.

RECEIVED
MAR 17 2021
PLANNING DEPT.

To: Chairman and Members of the Planning Board

From: Ivy Properties, Inc., Owner/Applicant

Date: 3/17/2021

Subject: Franklin Townhomes – 2009 Franklin St., Bellevue, NE

Project Description

Background:

The project site is located at 2009 Franklin St. on the southeast corner of W 20th Ave. & Franklin St. in Bellevue, NE immediately to the south of Washington Square Park. The existing parcel consists of six lots, the two northernmost lots nearest to the park are undeveloped land, the two southernmost lots are occupied by a building built in the 1950s and formerly used as a day care center, and the middle two lots are paved for parking. The property overall is rundown and has not been improved for many years.

The property is designated as part of a “blighted and substandard” area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue’s redevelopment of the blighted and substandard area and particularly will supplement the Olde Towne Vision Plan. The property is located approximately one block north of the Olde Town Core Area and fronts along Franklin Street, the primary thoroughfare to the Olde Town Core Area from the north.

Redevelopment of this site will happen in three phases. This project will divide the parcel into two separate properties. The northern parcel will be the first two phases of the redevelopment and will consist of newly built townhome style apartments. Phase I will be the site preparation, installation of infrastructure and construction of one of the two apartment buildings, consisting of six dwelling units. Phase II will occur after completion of construction of the first apartment building and will be the construction of the second apartment building in the same style, consisting of six dwelling units. Redevelopment of the existing building on the southern parcel will be Phase III of the redevelopment plan. This application relates to tax increment financing for Phases I and II of the project, the apartment houses, only.

Existing Land Use and Conditions of the Redevelopment Site:

The site, approximately 1 acre in size, consists of six lots total: two undeveloped lots on the north, two lots in the middle which are an asphalt parking lot, and the two southmost lots which contain the only structure on the property. The building on the southern two lots is a vacant 9,300 sq ft one story office building built in 1954 which is in poor condition. The property is currently zoned as Metropolitan General Business (BGM) and is part of the Olde Towne Overlay District (OTO).

The site has already been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

Proposed Use and Project Details:

Applicant proposes to re-plot the six lots into two lots, the North Lot and the South Lot. The North Lot will be developed into the Franklin Townhouses, two townhouse style apartment buildings, as part of Phase I and Phase II. The South Lot, with the commercial building, will be redeveloped at a later date. While no plans have been created yet for the South Lot, the current thought is that the building on the South Lot will be redeveloped for a restaurant or retail tenant which will provide a mutually beneficial relationship with the apartment houses proposed in Phase I and Phase II.

Phase I and Phase II of the project involves the construction of two new buildings. The two buildings will have a total of 12 townhouse style apartment units, collectively. Each dwelling unit in the building will be a three-bedroom three-bathroom unit with an attached one car garage. The units will be marketed for lease at market rent. A draft site plan is attached as Exhibit A.

The property is owned by the applicant, Ivy Properties, Inc. and will be developed by McCright Properties, LLC, which is managed by Nick McCright. Nick McCright is also the principal shareholder, director and officer of Ivy Properties, Inc. The building design is by Emswiler Architects, in Missouri Valley, IA. Engineering services are provided by TD2 Engineering & Surveying.

The applicant anticipates construction to begin Fall 2021 with completion of Phase I in the Spring of 2022. Phase II will begin upon completion of Phase I and is anticipated to be completed by year end 2022.

New Construction: Yes

Acres: approximately ½ acre

of buildings: 2

Building Heights: 30 Feet

Parking Plan for Proposed Project:

Each unit of the townhome apartment building will have a one stall garage and driveway parking. There is street parking along Franklin Street and West 20th Ave. available as well.

Analysis:

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law and qualifies for the submission of an application for the utilization of Tax Increment Financing to cover costs associated with project development as submitted for approval through the Tax Increment Financing process. The project is, or will be, in compliance with zoning requirements, the City's Master Plan, and applicable Ordinances and development regulations.

This development project serves to expand housing options in the Olde Towne, Bellevue area. The project requires assembling multiple parcels to create a suitable size site for development and includes the needed site preparation, utilities connections, and appropriate infrastructure to service the townhome style apartments. The difficulties and the additional costs involved in assembling parcels, removing of

trees and infrastructure, and installing and connecting utilities, are challenges that further support the necessity of TIF assistance for this project.

This project would not be feasible without the assistance of the TIF Program as shown by the attached calculation on the return on investment with and without TIF funds. A reasonable investor would not find the return on investment to be sufficient without the assistance of the TIF funds and would not invest in development of the property. Accordingly, TIF funds are necessary for this project to go forward.

This project is in compliance with and benefits the City of Bellevue's redevelopment plan of the Olde Towne district. This project will offer modern housing units within the redevelopment zone and provide customers to support the businesses in and around the Olde Towne district.

2009 Franklin St. -- Project Finance Summary

Sources of Funds:	Amounts:
Owner Equity	\$490,050.00
Bank Loan, Construction	\$1,500,000.00
Tax Increment Financing	\$435,000.00
Total Sources of Funds:	\$2,425,050.00

Uses of Funds:	
Land/Building Acquisition	\$100,000.00
Construction Site Work Costs	\$166,150.00
Construction Hard Costs	\$1,800,850.00
Construction Hard Costs - Contingency	\$150,000.00
Construction Soft Costs	\$61,400.00
Developer Fee	\$56,250.00
Leasing Fees	\$5,400.00
Financing Fees/Construction Interest	\$85,000.00
Total Uses of Funds:	\$2,425,050.00

Final Valuation Discussion

The applicant estimates an assessed valuation for the proposed North Lot upon completion of Phase I and II of approximately \$2,075,788. The current land valuation for the entire parcel (6 lots) before replatting into two separate lots is \$75,852, of which the proposed North Lot comprises approximately half of the entire parcel, giving it a current assessed land valuation of \$37,926. About half of the asphalt paving is also located on the proposed North Lot. The total assessed value of the paving is \$2,714. The proposed North Lot has a total approximate current assessed value of \$39,283.

Land Use and Zoning

The site's six lots are currently zoned as Metropolitan General Business (BGM) and are part of the Olde Towne Overlay District (OTO). The BGM zoning allows apartment houses. This project does not require a change in zoning.

Utilities and Public Improvements

As the proposed North Lot is currently undeveloped, connections to standard utilities (electrical, water, gas, sewer) will need to be constructed within the site and connected to existing main lines near the site. The project will also require relocation of a power pole in coordination with OPPD, installation of a private hydrant, and stormwater management facilities. Public improvements will also include curbing, gutters, and sidewalks in the right way.

Historical Status

Not applicable.

Evaluation Criteria: Mandatory Criteria

1. **The project must be located within a blighted area or an area eligible for a designation of blight as required and set forth by Nebraska statute.**

The property is located in an area previously designated by the City of Bellevue as a substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

2. **The project must further the objectives of the City's Master Plan.**

Phases I and II of the project will result in the development of approximately half an acre of vacant and underutilized land on the southeast side of West 20th Ave. and Franklin St. Phases I and II of this project, once completed, will offer 12 modern residential housing units. The site is located approximately one block north of the Olde Town Core Area, fronts along Franklin Street, the primary thoroughfare to the Olde Town Core Area from the north and will support and supplement the redevelopment of the Olde Town Core Area.

3. **The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements proposed by developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions. This property is currently undeveloped, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

4. **The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

See Developer's "ROI Analysis" attached hereto as Exhibit "B."

Cost-Benefit Analysis

1. **Tax Shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:

Public infrastructure currently exists along and adjacent to the project site. The project will provide sidewalks, lighting, and landscaping around and at the site. Currently, this site is underutilized as vacant land. Over the long term, it will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. While the project will provide 12 new housing units to the area, any impact upon the community public services already provided in the area are outweighed by the increased tax revenue to be provided by such development.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:

During redevelopment and construction, the project will create jobs and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for employees of nearby businesses and the project will further benefit local business by increasing the residents in the area who will be likely customers of and utilize such businesses.

4. Impacts on businesses within the area:

This project will bring 12 additional households to the redevelopment area of Old Towne, Bellevue. Those residents will support local shops and diners and will complement the overall redevelopment plan of this area. The project will also provide new housing options for those working at businesses in the area.

5. Impacts on students' populations and school districts within the project area:

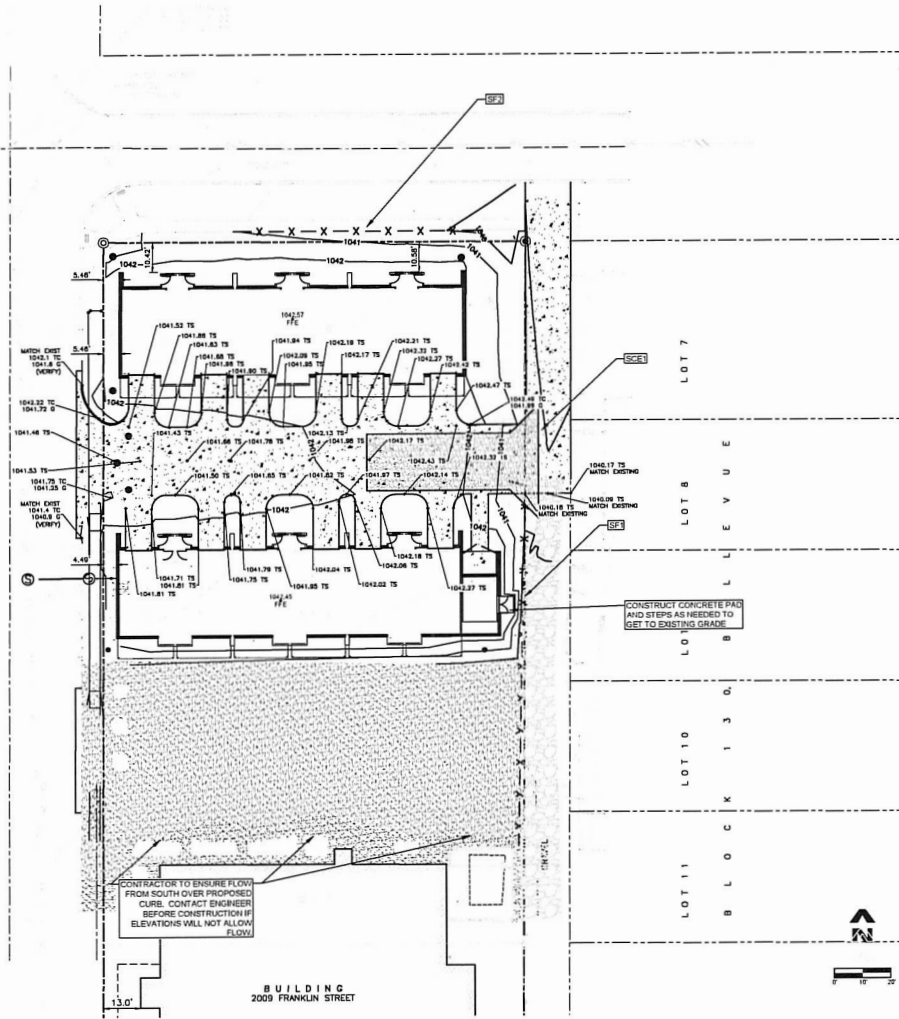
This project will likely bring families with students into the school districts serving the area, but due to the size and number of housing units within the project, it is not likely to have such a significant impact that it would have an adverse effect.

6. Any other impacts relevant to the consideration of costs and benefits arising from the development project:

This project will be a catalyst for the redevelopment of underutilized areas along and near Old Towne, Bellevue.

TIF Request

The TIF request is for \$435,000.00, plus accrued interest. The TIF amount is 18% of the total project cost. TIF will be used to offset TIF eligible costs such as acquisition, demolition, site work, architectural and engineering fees, and public improvements as required. The TIF eligible Expenses are shown in detail on Exhibit C. The total estimated project cost is \$2,425,050.00. The final assessed valuation upon completion of Phases I and II of \$2,075,788.00 will support the TIF request with interest at the rate of 3.8% per annum as shown by the Amortization Schedule attached as Exhibit D.



LEGAL DESCRIPTION

LOTS 1 THRU 8, BLOCK 130, ORIGINAL CITY OF BELLEVUE, A SUBDIVISION IN SHERIDAN COUNTY, NEBRASKA.

BENCHMARK

DESCRIPTION: CHISELED BOX ON TOP OF THE GRATE INLET OPEN CURB ON THE NORTHWEST SIDE OF FRANKLIN STREET AND 2009 AVENUE.

ELEVATION: 1043.48 (NWD 88)

LEGEND

- EXISTING CONTOUR
- - - PROPOSED CONTOUR
- X - X - X - FABRIC SILT FENCE

SUMMARY OF EROSION CONTROL

SYMBOL/LABEL	DESCRIPTION
SF1	SILT FENCE
SF2	SILT FENCE
SE1	STABILIZED CONSTRUCTION ENTRANCE

GRADING NOTES

1. ALL FILL SOIL SHALL CONSIST OF LEAN CLAY OR OTHER MATERIAL APPROVED BY GEOLOGICAL ENGINEER WITH LIQUID LIMIT LESS THAN 45 AND PLASTICITY INDEX LESS THAN 21. FILL SHALL BE COMPACTED TO A DRY DENSITY OF AT LEAST 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557, MODIFIED PROCTOR. MOISTURE CONTENTS OF THIS FILL AND BACKFILL SHALL NOT BE MORE THAN 4% BELOW OR ABOVE THE OPTIMUM MOISTURE CONTENT.
2. FILL AND CUT AREAS SHALL BE STRIPPED OF ALL VEGETATION AND TOPSOIL TO A MINIMUM DEPTH OF 4 INCHES. ADDITIONAL STRIPPING DEPTH MAY BE REQUIRED BY ENGINEER. STRIPPINGS SHALL BE STOCKPILED AS DETERMINED BY THE ENGINEER. STRIPPINGS SHALL BE REDISTRIBUTED AS TOPSOIL AFTER GRADING IN INDIVIDUAL FILL AREAS ARE COMPLETED. NO PAYMENT WILL BE MADE FOR STOCKPILED STRIPPINGS IN EXCESS OF THE PLAN QUANTITY.
3. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2 FOOT INTERVALS.
4. FINISH ELEVATIONS SHOWN ARE TO FINISH SURFACES, VERIFY WITH SITE PLAN THE DEPTH OF PAVING, DRIVES AND SIDEWALKS AFTER TOP SOIL PLACEMENT. GRADE AS REQUIRED TO ACHIEVE THE FINISH SURFACE ELEVATIONS AS SHOWN. GRADE SHALL GRADUALLY TAPER OVER SPOT ELEVATIONS IN A GENTLE SLOPING CURVE (NO SHARP BREAK IN PLANE OF FINISH ALLOWED).
5. ELEVATIONS OF ALL UTILITY ITEMS WILL BE SET BY THE INDIVIDUAL UTILITY COMPANIES, UNLESS NOTED OTHERWISE.
6. MATCH EXISTING ELEVATIONS AT PROPERTY LINES OR STREET CURVES AS SHOWN WITHOUT SUDDEN BREAKS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING STREETS AND EXISTING UTILITIES AND SHALL REPAIR ANY SUCH DAMAGE AT HIS OWN EXPENSE. THE CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED THROUGHOUT THE "ONE CALL" SYSTEM. CALL THE UNDERGROUND NOTICING FOR UTILITY LOCATIONS AT 811, MONDAY THROUGH FRIDAY 7 A.M. TO 6 P.M.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL OSHA REGULATIONS IN THE PROSECUTION OF WORK UNDER THIS CONTRACT.
9. THE CONTRACTOR MUST COMPLY WITH ALL NOISE ORDINANCES OF THE CITY OF BELLEVUE.
10. ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE HAULED OFF SITE AND DEPOSITED AS PROPERLY AND LEGALLY (NO PAID TIPS).
11. THE CONTRACTOR SHALL INSTALL, MAINTAIN, AND REMOVE (WITH ENGINEER APPROVAL) EROSION CONTROL MEASURES AS SHOWN ON PLANS AND AS REQUIRED TO MAINTAIN COMPLIANCE WITH GRADING PLANS.
12. AFTER CUT AND FILL IS COMPLETED SPREAD A MINIMUM OF A 4-INCH THICK TOPSOIL LAYER IN AREAS TO BE LANDSCAPED.
13. CONTRACTOR SHALL PROMOTE WIND AND WATER EROSION CONTROL AS REQUIRED. CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT SILT-LADEN RUNOFF FROM EXISTING STORM SEWER AND RUNNING OFF ADJACENT PROPERTY. CONTRACTOR SHALL REMOVE SAND AND SILT FROM ADJACENT PUBLIC AND PRIVATE PROPERTY AND STREETS IMMEDIATELY AFTER ANY SPRAYING. EROSION CONTROL SHALL BE MAINTAINED BY CONTRACTOR THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD. ALL EROSION CONTROL MEASURES SHALL BE CONSIDERED SUBORDINARY TO THE ITEMS FOR WHICH PAYMENT IS BEING MADE. THIS INCLUDES REMOVAL OF ACCUMULATED SEDIMENT FROM SILT FENCE.

CONSTRUCTION DOCUMENT PACKAGE

PLANNING
REVIEW
SET
DATE PRINTED: MARCH 30, 2021

2725 Mill Lane
Bellevue, NE 68155
Missouri Valley, Iowa 51555
Phone and Fax: 712-642-4657



Nick McCright

FRANKLIN STREET TOWNHOMES

2001 Franklin Street
Bellevue, Nebraska

November 24, 2020

GRADING AND SITE LAYOUT PLAN

C2.0



thompson, dreessen & dorrner, inc.
10836 Old Mill Rd Omaha, NE 68154
402.330.8860 www.td2co.com

TD2 DRAWING # 2004-02 DRAIN BY BGD

PROFESSIONAL SEAL
 LICENSE
 COMPANY LOGO
 PROJECT
 DATE PLOTTED
 SHEET

Exhibit B

Franklin Townhomes- 2009 Franklin Street, Bellevue, Nebraska
Ivy Properties, Inc.

Projected Statement of Operations:

Gross Monthly Income	\$216,000
Vacancy & Credit Loss	<u>(\$9,000.00)</u>
Effective Monthly Rental Income	\$207,000.00
Management Fees	\$10,800.00
Maintenace	\$6,000.00
Property Taxes	\$47,417.00
Property Insurance	\$7,200.00
Debt Service	<u>\$116,344.00</u>
Total Expenses:	\$187,761.00
Annual Cash Flow	\$19,239.00

Description	Project with TIF	Project without TIF
TIF Proceeds	\$ 435,000.00	\$ -
Debt	\$ 1,500,000.00	\$ 1,500,000.00
Equity	\$ 490,050.00	\$ 925,050.00
Total Project Cost	<u>\$ 2,425,050.00</u>	<u>\$ 2,425,050.00</u>
Return on Investor Equity	4%	2%

EXHIBIT C
SUMMARY OF TIF ELIGIBLE EXPENSES

The Project:

Description	Costs
Termite Control	\$ 2,700.00
Tree Removal	\$ 8,000.00
Infrastructure & Misc.:	
Site Excavation/Backfill	\$ 36,000.00
Fine Grading	\$ 2,500.00
Site Utilities	\$ 151,000.00
Site Electrical	\$ 16,200.00
Site Paving	\$ 94,000.00
Landscaping, Irrigation, & Sod	\$ 12,000.00
Site Improvements - Underground Retention Pond	\$ 18,000.00
Architectural Fees	\$ 45,000.00
TIF Application Costs/Legal Fees	\$ 10,000.00
Land Acquisition	\$ 38,000.00
Engineering	\$ 16,000.00
Construction Contingency	\$ 28,000.00

Total: \$ 477,400.00

EXHIBIT D
Franklin Townhomes- 2009 Franklin Street, Bellevue, Nebraska
Ivy Properties, Inc.

Year	Total Taxable Valuation	Pre- Development Base	TIF Taxable Valuation	Tax Levy	Gross TIF Tax Revenue	Treasurer's 1% Fee	Debt Service Payments								
							Tax Revenue Available for TIF DS	Principal	Interest at 3.8%	TIF DS PMT	Loan Balance				
0											\$	435,000			
0.5									\$	8,265		\$	443,265		
1									\$	8,422		\$	451,687		
1.5									\$	8,582		\$	460,269		
2									\$	8,745		\$	469,014		
2.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	14,116	\$	8,911	\$	23,027	\$	454,898
3	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	14,384	\$	8,643	\$	23,027	\$	440,514
3.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	14,658	\$	8,370	\$	23,027	\$	425,856
4	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	14,936	\$	8,091	\$	23,027	\$	410,920
4.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	15,220	\$	7,807	\$	23,027	\$	395,700
5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	15,509	\$	7,518	\$	23,027	\$	380,191
5.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	15,804	\$	7,224	\$	23,027	\$	364,387
6	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	16,104	\$	6,923	\$	23,027	\$	348,283
6.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	16,410	\$	6,617	\$	23,027	\$	331,873
7	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	16,722	\$	6,306	\$	23,027	\$	315,151
7.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	17,040	\$	5,988	\$	23,027	\$	298,111
8	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	17,363	\$	5,664	\$	23,027	\$	280,748
8.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	17,693	\$	5,334	\$	23,027	\$	263,055
9	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	18,029	\$	4,998	\$	23,027	\$	245,025
9.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	18,372	\$	4,655	\$	23,027	\$	226,653
10	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	18,721	\$	4,306	\$	23,027	\$	207,932
10.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	19,077	\$	3,951	\$	23,027	\$	188,856
11	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	19,439	\$	3,588	\$	23,027	\$	169,416
11.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	19,809	\$	3,219	\$	23,027	\$	149,608
12	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	20,185	\$	2,843	\$	23,027	\$	129,423
12.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	20,568	\$	2,459	\$	23,027	\$	108,855
13	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	20,959	\$	2,068	\$	23,027	\$	87,895
13.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	21,357	\$	1,670	\$	23,027	\$	66,538
14	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	21,763	\$	1,264	\$	23,027	\$	44,775
14.5	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	22,177	\$	851	\$	23,027	\$	22,598
15	2,075,788	39,283	2,036,505	2.28431	23,260	233	23,027	\$	22,598	\$	429	\$	23,027	\$	(0)