I. BACKGROUND INFORMATION

Pursuant to the State of Nebraska Code Sections 18-3001 and 17-1002 (see attached), the City of Gretna has submitted plans for the Royal View Apartment Community Subdivision Final Plat and Planned Unit Development (PUD) to the Sarpy County Planning Commission for review and recommendation.

As the City of Gretna was going through their review process for this project, the City Attorney discovered the requirements of state statutes for review and comment by the County Planning Commission on subdivisions within the Extraterritorial Jurisdiction (ETJ) of second class cities. The statutes also require a recommendation from the County Planning Commission on PUDs within the ETJ of second class cities.

Attached for your information and consideration are the following documents:

- Request for review/recommendation letter from the City of Gretna
- Nebraska State Statutes Sections 17-1002 and 18-3001
- Application for Final Plat for Royal View Apartment Community
- Final Plat drawing for Royal View Apartment Community (Lots 1 thru 8 inclusive)
- Subdivision Agreement for Royal View Apartment Community (Lots 1 thru 8 inclusive)
- Planned Unit Development (PUD) Agreement for Royal View Subdivision

The final plat consists of eight lots and one outlot consisting of about 22 total acres. The project would have a PUD Overlay District with the proposed base zoning of the lots being:

- Lots 1, 2, & 8 – GC (General Commercial)
- Lot 3 – R3 (High Density Residential)
- Lots 4-7 – FX (Flex Space)
- Outlot A – RE (Residential Estates)

Lots 1, 2, and 8 are proposed to be developed with retail and office type uses. The current site plan suggests a development on lots 1 and 2 of a possible day care facility and strip commercial/office center.

Lot 3 is proposed to be developed with an apartment complex consisting of 4, thirty unit buildings, a clubhouse and garage structures. The apartment buildings are proposed to be 3 stories in height.

Lots 4-7 would allow some limited industrial, wholesale and storage activities under the FX zoning.

II. PLANNING DEPARTMENT RECOMMENDATION

The County Planning and Public Works Departments have reviewed the detailed project information and provides the following comments for the Planning Commission’s consideration:
• Sanitary Sewer Plans – review proposed sanitary sewer slopes and manhole deflection angles to be sure the system meets applicable standards.

• Draft Subdivision Agreement (submitted by developer)
  - Heading of Subdivision Agreement should add “and Outlot A” to the description – should read “(Lots 1 thru 8, inclusive and Outlot A)”
  - Subdivision Agreement - #9 Parks Fee: since this fee is collected at the time of building permit issuance, we would recommend that the Agreement state only that the current Parks Fee will be required to be paid at the time of building permit. This way if the fee changes between now and the time that a building permit is actually issued for the lot, the current fee would be paid.
  - Subdivision Agreement - #10 Sanitary Sewer Fees: since this fee is collected at the time of final plat approval, we would recommend that the Agreement state only that the current Sanitary Sewer Fee will be required to be paid at that time. This way if the fee should happen to change between now and the time that a final plat is actually approved, the current fee would be paid.
  - Subdivision Agreement - #11 Watershed Management Fees: since this fee is collected at the time of building permit issuance, we would recommend that the Agreement state only that the current Watershed Management Fee will be required to be paid at the time of building permit. This fee is established through the Papio Creek Watershed Partnership Agreement and changes each year over the next 3 years to allow for inflation. After that time, the Partnership will review the needs of the Papio Watershed and determine a new five year fee schedule. Changing this language in the Subdivision Agreement will then require that when building permit is actually issued for any of the lots, the current fee in place would be paid as intended.

• Draft PUD Agreement (submitted by developer)
  - Section 1. Permitted Uses – staff would recommend that the City of Gretna and the developer take a close look at the uses allowed in the FX zoning district and consider restricting them to only those that are compatible with adjacent residential uses.
  - Section 8 (a). Minor Amendments – suggest changing “Planning Director” to “Zoning Administrator” as Gretna does not current have a position titled “Planning Director”

• Appropriateness of Design and Improvements – staff believes the design of the subdivision and its proposed improvements is appropriate and provides quality design criteria; however, we would encourage the developer to continue working to try to incorporate the two remaining single family home sites into the project from the beginning instead of developing around them.

Staff recommends that the Planning Commission make a motion to forward the above comments on this project to the City of Gretna as per State Statutes. Furthermore, staff recommends that the Planning Commission make a motion for approval of the PUD concept plan and agreement for the project noting the comments included in this report.

III. PLANNING COMMISSION RECOMMENDATION:

  MOTION: Forward Comments

  MOTION: PUD Concept Plan and Agreement

IV. COPIES OF REPORT SENT TO:
   A. Jeff Kooistra, City Administrator – City of Gretna
   B. Jesse Calabretto, GDI, LLC - applicant
   C. Public upon request

Report prepared by: Bruce Fountain, Planning Director
January 22, 2015

Chairperson of the Sarpy County Planning Commission and Bruce Fountain
Sarpy County Planning Director
1210 Golden Gate Dr.
Papillion, NE 68046

Denny Wilson
Sarpy County Engineer
15100 S. 84th St.
Papillion, NE 68048

Dear Sirs:

Pursuant to the State of Nebraska Code Sections 18-3001 and 17-1002, the City of Gretna is submitting plans for Aspen Creek Phase 3 and Royal View Apartment project plus a PUD for the Royal View Apartment project. Please refer to these code sections as to the responsibility of the County to respond to these proposals submitted to the City of Gretna. It is our understanding that per 18-3001(5), the planned unit development requires approval of the County Planning Commission. As per 17-1002(4), the County Planning Commission is given 4 weeks to comment.

If you have any questions, please contact me.

Thank you for your consideration.

Sincerely,

Jeff Kooistra
City Administrator

CC: Jeff Miller, City Attorney
    Steve Perry, City Engineer
Nebraska Statutes 18-3001. Planned unit development ordinance; authorized; conditions

(1) Except as provided in subsection (5) of this section and notwithstanding any provisions of Chapter 14, article 4, Chapter 15, article 9, Chapter 19, article 9, or of any home rule charter to the contrary, every city or village may include within its zoning ordinance provisions authorizing and regulating planned unit developments within such city or village or within the zoning jurisdiction of such city or village, except such cities or villages shall not have authority to impose such power over other organized cities or villages within the zoning jurisdiction of such cities or villages. As used in this section, planned unit development includes any development of a parcel of land or an aggregation of contiguous parcels of land to be developed as a single project which proposes density transfers, density increases, and mixing of land uses, or any combination thereof, based upon the application of site planning criteria. The purpose of such ordinance shall be to permit flexibility in the regulation of land development, to encourage innovation in land use and variety in design, layout, and type of structures constructed, to achieve economy and efficiency in the use of land, natural
resources, and energy and the provision of public services and utilities, to encourage
the preservation and provision of useful open space, and to provide improved
housing, employment, or shopping opportunities particularly suited to the needs of an
area.

(2) An ordinance authorizing and regulating planned unit developments shall
establish criteria relating to the review of proposed planned unit developments to
ensure that the land use or activity proposed through a planned unit development
shall be compatible with adjacent uses of land and the capacities of public services and
utilities affected by such planned unit development and to ensure that the approval of
such planned unit development is consistent with the public health, safety, and
general welfare of the city or village and is in accordance with the comprehensive plan.

(3) Within a planned unit development, regulations relating to the use of land,
including permitted uses, lot sizes, setbacks, height limits, required facilities, buffers,
open spaces, roadway and parking design, and land-use density shall be determined in
accordance with the planned unit development regulations specified in the zoning
ordinance. The planned unit development regulations need not be uniform with
regard to each type of land use.

(4) The approval of planned unit developments, as authorized under a planned unit
development ordinance, shall be generally similar to the procedures established for
the approval of zone changes. In approving any planned unit development, a city or
village may, either as a condition of the ordinance approving a planned unit
development, by covenant, by separate agreement, or otherwise, impose reasonable
conditions as deemed necessary to ensure that a planned unit development shall be
compatible with adjacent uses of land, will not overburden public services and
facilities, and will not be detrimental to the public health, safety, and welfare. Such
conditions or agreements may provide for dedications of land for public purposes.

(5) A city of the second class or village located in a county that has adopted a
comprehensive development plan which meets the requirements of section 23-114.02
and is enforcing subdivision regulations shall not finally approve a planned unit
development upon property located outside of the corporate boundaries of the city or
village until the plans for the planned unit development have been submitted to,
reviewed, and approved by the county's planning commission pursuant to subsection
(4) of section 17-1002.

Source

Laws 1983, LB 135, § 1;
R.S.1943, (2007), § 19-4401;
Laws 2011, LB 146, § 1.
Nebraska Statutes § 17-1002

Nebraska Statutes 17-1002. Designation of jurisdiction; suburban development; subdivision; platting; consent required; review by county planning commission; when required

Current as of: 2013 | Check for updates | Other versions

(1) Except as provided in section 13-327, any city of the second class or village may designate by ordinance the portion of the territory located within one mile of the corporate limits of such city or village and outside of any other organized city or village within which the designating city or village will exercise the powers and duties granted by this section and section 17-1003 or section 19-2402.

(2) No owner of any real property located within the area designated by a city or village pursuant to subsection (1) of this section may subdivide, plat, or lay out such real property in building lots, streets, or other portions of the same intended to be dedicated for public use or for the use of the purchasers or owners of lots fronting thereon or adjacent thereto without first having obtained the approval of the city
council or board of trustees of such municipality or its agent designated pursuant to section 19-916 and, when applicable, having complied with sections 39-1311 to 39-1311.05. The fact that such real property is located in a different county or counties than some or all portions of the municipality shall not be construed as affecting the necessity of obtaining the approval of the city council or board of trustees of such municipality or its designated agent.

(3) No plat of such real property shall be recorded or have any force or effect unless approved by the city council or board of trustees of such municipality or its designated agent.

(4) In counties that have adopted a comprehensive development plan which meets the requirements of section 23-114.02 and are enforcing subdivision regulations, the county planning commission shall be provided with all available materials on any proposed subdivision plat, contemplating public streets or improvements, which is filed with a municipality in that county, when such proposed plat lies partially or totally within the extraterritorial subdivision jurisdiction being exercised by that municipality in such county. The commission shall be given four weeks to officially comment on the appropriateness of the design and improvements proposed in the plat. The review period for the commission shall run concurrently with subdivision review activities of the municipality after the commission receives all available material for a proposed subdivision plat.

Source
Laws 1957, c. 37, § 2, p. 204;
Laws 1967, c. 70, § 4, p. 233;
Laws 1967, c. 75, § 5, p. 244;
Laws 1978, LB 186, § 2;
Laws 1983, LB 71, § 5;
Laws 1993, LB 208, § 3;
Laws 2001, LB 222, § 2;
APPLICATION FOR FINAL PLAT

Subdivider: GDI, LLC
Address: 2804 S. 87th Avenue
City/State/Zip: Omaha, NE 68124

Date: 1-20-15
Phone: 402.934.2145

Owner: Jesse Calabretto, Jim Gregory, Mike Kivett
Address: 2804 S. 87th Avenue
City/State/Zip: Omaha, NE 68124

Date: 1-20-15
Phone: 402.934.4700

Engineer: E & A Consulting Group, Inc.
Address: 330 N. 117th ST.
City/State/Zip: Omaha, NE 68154 Contact Jason Thiellen, Email: jthiellen@eacg.com

Phone: 402.895.4700

Name of Final Plat: Royal View Apartment Community
No. of Lots or Acres: 9 Lots, 21.769 Acres

Complete Legal Description: See attached sheet

General Location: The SW corner of 204th and Lincoln Road, Located in the NE1/4 of the SE1/4 of Section 25, Sarpy County, Nebraska

1. Does the subdivider have any interest in the land surrounding the final plat?
   No ___ X ___ Yes ______ If yes, explain ____________________________

2. Will the final plat require a zoning change, conditional use, vacation or other action to complete the development?
   No ___ X ___ Yes ______ If yes, explain, Lincoln Road R.O.W. is being proposed to be vacated ____________________________

3. Is the final plat consistent with the preliminary plat?
   No ___ X ___ Yes ______ If not, please explain the changes and reasons therefore ____________________________

4. Have all improvements required by the preliminary plat been completed?
   No ___ X ___ Yes ______ If not, which improvements have not been completed ____________________________

Signature of Applicant

Date Accepted _______________ Accepted By _______________

Amount Paid ____________________ Ck No. ________________ Receipt No. _______________
## Utilities and Improvements

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### Specific Zoning Information

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</tr>
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</table>
This Subdivision Agreement, made this ______ day of _____________, 2015 among GDI, LLC a Nebraska Limited Liability Company (hereinafter referred to as "Subdivider"); Royal View Owners Association, a Nebraska non-profit corporation (the "Association"); and the City of Gretna, Nebraska, a municipal corporation (hereinafter referred to as "City").

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "Area to be Developed") is inside the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider proposes that the Subdivider will construct certain Public Improvements (as defined herein) within in the Area to be Developed or serving the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed by the Subdivider within the Area to be Developed to the sanitary sewer system of the City; and,

WHEREAS, the Subdivider wishes to connect the water system to be constructed by the Subdivider within the Area to be Developed to the water system of the City; and,

WHEREAS, the City and Subdivider hereby acknowledge that the Area to be Developed is being developed by the Subdivider pursuant to the Nebraska Community Development Law, and, as part of the Redevelopment Plan and Redevelopment Agreement (which Redevelopment Agreement has been approved by the City concurrently with this Agreement), the Subdivider has requested and obtained tax increment financing from the City in the principal sum of $____________ in order to implement the above-referenced redevelopment project; and,

WHEREAS, the City and Subdivider desire to enter into this Subdivision Agreement to provide for the installation and construction of certain Public Improvements (as defined herein below) within the limits of the Area to be Developed and within any adjacent public right-of-ways all as shown on Exhibit "B" attached hereto (the "Public Improvements"), which Public Improvements shall be paid for initially by the Subdivider as a loan to the City pursuant to the terms and conditions of that certain Redevelopment Agreement entered into by and between the Subdivider and the City of even date herewith; and,

WHEREAS, the Subdivider has or will create the Royal View Owners Association, a Nebraska non-profit corporation (the "Association") to be comprised of the property owners of Lots 1 thru 8, inclusive.

NOW, THEREFORE, in consideration of the above the following is agreed between the parties hereto:

1. Public Improvements. Attached hereto as Exhibit "B" and incorporated herein by reference is a plat showing the Public Improvements to be installed within the Area to be Developed and serving the Area to be Developed, including, sanitary sewers and related facilities, storm sewers and related facilities, water lines and mains and related facilities, and paving of public streets
(hereinafter referred to as "Public Improvements"). All Public Improvements must receive the written approval from the City prior to the time of construction.

2. **Installation of improvements.** The Subdivider agrees to commence the timely and orderly installation of the Public Improvements following execution of this Agreement, pursuant to the City of Gretna Subdivision Regulations.

3. **Payment for improvements.** The Subdivider shall initially pay the cost of all the Public Improvements to be installed within the Area to be Developed and serving the Area to be Developed as a loan to the City pursuant to the terms and conditions of the Redevelopment Agreement.

5. **Emergency Warning Siren:** The Subdivision will not be required to install an emergency warning siren within the Area to be Developed or participate in costs of a regional emergency warning siren as per Sarpy County Emergency Management policy because this subdivision is currently covered by existing Emergency Warning Sirens.

6. **Sidewalks.** The construction of all sidewalks will be constructed by each lot owner concurrently with the development of the lot and shall be installed prior to the issuance of a certificate of occupancy, weather permitting.

7. **Sediment and Erosion Control Plan:** The Sediment and Erosion Control Plan to be submitted to NDEQ and the City for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "C". Papio-Missouri River Natural Resource District ("PMRNRD") must approve said plan prior to the recording of the final plat. The construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for by the Subdivider as a loan to the City pursuant to the terms and conditions of the Redevelopment Agreement. Removal of said sediment and erosion control measures shall be paid for by the Subdivider or its successors and assigns. All silt basins shall remain in place until seventy-five percent (75%) of the lots within the drainage sub-basin that are serviced by the particular erosion control measures are fully developed, and with the written permission of the City Public Works Department authorizing their removal. Sediment removal shall be paid by the Subdivider.

9. **Park Fee.** The Park Fee will be paid at the time of building permit. The Park Fee is calculated on a per-acre per-unit basis as follows:

   Lots 3, 120 Units of Multiple Residential at .04 acre/unit equals 4.8 AC of park land at $30,000 per AC
   
   Total Park Fee Due $144,000.00

10. **Sanitary Sewer Fees.** The Sanitary Sewer Fee will be paid at the time of building permit. This fee is calculated on a per acre basis as follows:

   Lots 1, 2, and 4 thru 8, inclusive, Commercial/Flex Space at $10,968 per Acre:

   Lot 1: $25,774.80
   Lot 2: $16,035.22
   Lot 4: $11,143.49
   Lot 5: $11,253.17
   Lot 6: $12,821.59
   Lot 7: $14,028.07
Lot 8: $17,450.09
Total Sanitary Sewer Fee Due $108,506.43

Lots 3, Multifamily Residential, 9.270 Acres at $1,080.00 per Acre
Total Sanitary Sewer Fee Due $10,011.60

11. Watershed Management Fees. The Watershed Management Fee will be paid at the time of building permit. This fee is calculated on a per acre basis:

Lots 1, 2, and 4 thru 7, inclusive, Commercial/Flex Space, $4,000.00 per Acre:

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<tr>
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<th>Fee</th>
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<tr>
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Total Watershed Management Fee Due: $39,572.00

Lots 3, Multifamily Residential, 9.270 at $3,300.00 per Acre:

Total Watershed Management Fee Due: $30,591.00

12. Post-construction Stormwater Management Plan. Post-construction Stormwater Management Plan shall include features and related appurtenances to be constructed within the Area to be Developed, pursuant to the Final Plat (Exhibit “A”), plans and specifications for said stormwater management improvements shall be approved by City prior to commencing construction of said improvements and such improvements shall be located in accordance with the post-construction stormwater management plans prepared by E&A Consulting Group, which are attached hereto as Exhibit “C” (the “PCSM Plans”).

13. Post-construction Stormwater Maintenance Agreement. The Post-construction Stormwater Maintenance Agreement ("PCSM Agreement") shall be approved by City prior to starting construction of said improvements, which agreement shall be substantially in the form attached hereto as Exhibit “D”. The PCSM Agreement shall delineate the responsibilities of each owner of a lot and/or the Association formed for the purposes of maintaining the post-construction storm water plan. The maintenance agreement must include language to control when post-construction stormwater features are constructed, and differentiate between the requirements of construction site stormwater runoff controls and post-construction controls. The post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff. Maintenance actions identified as private, to be performed by the Association, property owner, or other private entity shall run with the land and become the responsibility of any successors, assigns or future owners, as appropriate.
14. Permanent Stormwater Detention or Treatment Facilities. The improvements set forth in the 
PCSM Plans shall be considered to be Public Improvements provided the following conditions 
are satisfied:

(1) Size, material and grade of riser structures and discharge pipes are in 
conformance with an approved PCSM Plans.
(2) Detailed plans of the permanent facilities are included with the final plans for 
Paving and Storm Sewer improvements to be submitted and approved by the City.
(3) Representative of the Subdivider or its successor and assigns together with 
representatives of the City shall inspect said permanent 
facilities prior to 
acceptance of the improvements by the City, which 
shall be at the time of 
submittal of as-constructed plans, final project costs and testing results.

15. Binding effect. The Subdivision Agreement shall be binding upon the parties, their 
respective successors, and assigns.

16. ATTACHED EXHIBITS.
   a. EXHIBIT A – FINAL PLAT
   b. EXHIBIT B – PUBLIC IMPROVEMENTS
   c. EXHIBIT C – POST CONSTRUCTION STORMWATER MANAGEMENT PLANS
   d. EXHIBIT D – POST CONSTRUCTION STORMWATER MAINTENANCE 
      AGREEMENT
IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST: CITY OF GRETNA

CITY CLERK Date

MAYOR Date

GDI, LLC

By: Jesse Calabretto Date

ROYAL VIEW OWNERS ASSOCIATION, a Nebraska non-profit corporation,

By: Jesse Calabretto, President

APPROVED AS TO FORM

CITY ATTORNEY DATE

STATE OF NEBRASKA )
COUNTY OF DOUGLAS )

On this ____ day of ____________, 2015, before me, a Notary Public in and for said County and State, personally appeared Jesse Calabretto, Member of GDI, LLC., a Nebraska limited liability company, who executed the above and foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited liability company.

_________________________________________ My Commission Expires ______________

NOTARY PUBLIC
STATE OF NEBRASKA 

COUNTY OF DOUGLAS 

On this _____ day of __________________, 2015, before me, a Notary Public in and for said County and State, personally appeared Jesse Calabretto, the President of Royal View Owners Association, a Nebraska non-profit corporation, who executed the above and foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

__________________________________________ My Commission Expires ________________

NOTARY PUBLIC

[Signature]
PLANNED UNIT DEVELOPMENT AGREEMENT
(Royal View Subdivision)

This Planned Unit Development Agreement (this “Agreement”) is made on this ___ day of __________, 2015 (the “Effective Date”), by and between the City of Gretna, Nebraska, a municipal corporation (hereinafter referred to as the “City”), and GDI, LLC, a Nebraska limited liability company (hereinafter referred to as “Developer”).

RECITALS:

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

Lots 1 through 8, inclusive, Royal View Apartment Community, an Addition to the City of Gretna, Nebraska, as surveyed, platted and recorded in Sarpy County, Nebraska (individually a "Lot" and collectively the “Lots”).

B. The Developer has made application to rezone Lots 1, 2 and 8 from Agricultural District (“AG”) to GC General Commercial District (“GC”), Lot 3 from Agricultural District (“AG”) to R-3 High Density Residential (R-3), and Lots 4 thru 7, inclusive, from Agricultural District to FX Flex Space, and the City has approved of such zoning classifications by Ordinance No. ________, on __________, 2015, subject to the terms and conditions of this Agreement.

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

Section 1. Permitted Uses. Except as provided for in this Agreement, Lots 1, 2 and 8 may be used and developed pursuant to Section 5.14 of the Zoning Ordinance of the City of Gretna, Nebraska (the “Zoning Ordinance”); Lot 3 may be used and developed pursuant to Section 5.11 of the Zoning Ordinance; and Lots 4 thru 7, inclusive, may be used and developed pursuant to Section 5.21 of the Zoning Ordinance. Notwithstanding any provision to the contrary in this Agreement, the Developer shall have the right to apply for a conditional use permit for any of the Lots consistent with the Zoning Ordinance of the City of Gretna, Nebraska.
Section 2. Site Plan. The Developer hereby acknowledges and agrees that the Lots shall be developed generally in accordance with the site plan attached hereto as Exhibit A and incorporated herein by this reference (the "Site Plan").

Section 3. Site Development Regulations. Except as specifically set forth on the Site Plan, the Lots shall be developed in accordance with the site development regulations promulgated under each applicable base district zoning classification under the Zoning Ordinance.

Section 4. Building Elevations and Architectural Theme. The building elevations and architectural theme for the development shall be generally consistent with the building elevations and building materials and color palette set forth on Exhibit B (the "Architectural Theme"). The conceptual building elevations shall be compatible with the height, massing, setback and general design character shown on Exhibit B. It is understood and agreed that the design details for the elevations, facades, canopies, awnings, columns, sign bands, window bays, building materials and other architectural features may be modified from time to time by the owner or developer of such building; provided, however, the general concept and integrity of such building elevations, building materials and architectural features shall be generally complied with.

Section 5. Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally, or by telephone facsimile (provided that such Notice is confirmed by delivering an original copy of such Notice on the same day to a nationally recognized overnight courier for delivery to the addressee(s) on the next business day), by nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below. Notices shall be effective upon receipt if delivered personally or by telephone facsimile, or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed; provided notices delivered by telephone facsimile shall also be sent by overnight courier or United States certified mail, return receipt requested. The initial addresses of the parties shall be:

To City: City of Gretna Planning Department
Attn: ______________
Gretna, NE____________

To Developer: GDI, LLC
Attn: Jesse Calabretto

Upon at least ten (10) days prior written notice, each party shall have the right to change its address to any other address within the United States of America.

Section 6. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.
Section 7. **Exhibits Incorporated.** Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

Section 8. **Amendments.** This Agreement may be amended, modified or supplemented in writing by the City and the Developer as follows:

(a) **Minor Amendments.** The Planning Director may approve minor amendments to this Agreement if he or she determines that the amendment, modification or supplement does not substantially and/or materially change the Site Plan or the Architectural Theme.

(b) **Major Amendments.** Any amendment that is determined to be a substantial and/or material change to the Site Plan or Architectural Theme shall be submitted to the Planning Commission for its review and recommendation, and then to the City Council for its review and disposition of any such amendment, modification or supplement to this Agreement.

Any such amendment, modification or supplement of this Agreement shall be executed by the Developer and the City and recorded in the Office of the Register of Deeds of Sarpy County, Nebraska.

Section 9. **Successors and Assigns.** This Agreement shall run with each of the Lots and shall be binding upon the parties hereto and their successors and assigns.

Section 10. **Recordable Agreement.** This Agreement shall be indexed and recorded against the Lots in the Office of the Sarpy County Register of Deeds.

Section 11. **Nondiscrimination.** Neither the City nor Developer shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions or affiliations, national origin or disability.

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

GDI, LLC, a Nebraska limited liability company,

By: __________________________________________
Jesse Calabretto, Authorized Member

STATE OF NEBRASKA )
) ss.
COUNTY OF SARPY )

On this ___ day of ________________________, 2015, before me, a Notary Public in and for said County, personally came Jesse Calabretto, to me personally known to be the Authorized Member of GDI, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be their respective voluntary act and deed and the voluntary act and deed of said limited liability company.

Notary Seal: __________________________________________

______________________________
NOTARY PUBLIC
CITY OF GRETNA, a Municipal Corporation

ATTEST:

By: __________________________       By: __________________________
    City Clerk                       Mayor, City of Gretna

APPROVED AS TO FORM:

______________________________
CITY ATTORNEY

STATE OF NEBRASKA )
                      ) ss.
COUNTY OF SARPY )

On this ______ day of __________, 2015, before me, a Notary Public in and
for said County, personally came ___________________, City Clerk of the City of Gretna,
Nebraska, a Municipal Corporation, to me personally known to be the respective officer of
said Municipal corporation and the identical person whose name is affixed to the foregoing
instrument, and acknowledged the execution thereof to be their respective voluntary act and
deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

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

Notary Seal: __________________________

______________________________
NOTARY PUBLIC

STATE OF NEBRASKA )
                      ) ss.
COUNTY OF SARPY )

On this ______ day of __________, 2015, before me, a Notary Public in and
for said County, personally came ___________________, Mayor of the City of Gretna,
Nebraska, a Municipal Corporation, to me personally known to be the respective officer of
said Municipal corporation and the identical person whose name is affixed to the foregoing
instrument, and acknowledged the execution thereof to be his/her respective voluntary act and
deed as Mayor and the voluntary act and deed of said Municipal Corporation.

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

Notary Seal: __________________________

______________________________
NOTARY PUBLIC
EXHIBIT A

SITE PLAN
(Attached)
EXHIBIT B

ARCHITECTURAL THEME
(Attached)
ARCHITECTURAL
AND SITE DESIGN GUIDELINES

EXHIBIT B

Multi-Family, Commercial and
Flex-Space Design Guide and Criteria.
City of Gretna, Nebraska

Gretna City Hall
204th North McKenna Avenue
Gretna, Nebraska 68028
Exhibit I

Table of Contents

1. INTRODUCTION ........................................................................................................ Page 3
2. GEOGRAPHIC AREA ................................................................................................. Page 4
3. DEFINITIONS .............................................................................................................. Page 5
4. ROYAL VIEW DEVELOPMENT OVERALL VISION .............................................. Page 6
5. ROYAL VIEW DEVELOPMENT OVERALL BUILDING STYLE .............................. Page 7
6. SITE ELEMENTS ......................................................................................................... Page 8
7. BUILDING ELEMENTS ............................................................................................. Page 10
8. SIGNAGE .................................................................................................................... Page 13
9. COLOR PALETTE ....................................................................................................... Page 14
10. EXCEPTIONS ............................................................................................................. Page 16
GDI, LLC desires to create a visually attractive and functional mixed-use development on the east side of highway 6/31, south of Lincoln Road. All projects along this road will project an image of high quality construction and design commensurate with an importance of this heavily traveled corridor.

The Developer of the lots affected by this Amendment proposes these Development Guidelines as the basis of design and construction of Lots 1 through 9. These guidelines deal with the design of the site, buildings and structures, plantings, signs and other items that may be visible to the public.

The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in appropriate solutions that will develop a compatible visual appearance within the Royal View Development and neighboring developments, preserve taxable values, and promote the public health, safety, and welfare.
3. DEFINITIONS

Appearance. The outward aspect visible to the public.

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

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

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

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

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

Attractive. Having qualities that arouse interest or pleasure in the observer.

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

City. City of Gretna


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

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

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

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

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

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

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

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

Landscape. Plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.
Exhibit D 4. Royal View – Overall Development Vision

It is anticipated that this development will be built out with the following project types:
- *Commercial Buildings*
- *Office Buildings*
- *Multi-Family Apartments*
- *Flex-Space Buildings*

As a Mixed-Use Project to the surrounding Neighborhood, it is important for the Royal View Community to pull the diverse project types listed above together into a development that has a sense of place and visual continuity created by common:
- *Style*
- *Site Elements*
- *Building Materials*
- *Color Palettes*

Each of the unifying elements listed above are discussed in more detail within their respective sections of this document.
Exhibit D 5. Royal View Development Overall Building Style

I. BUILDING MASSING
   A. Walls
      1. All facades of each building must be designed to be architecturally interesting through the use of massing and horizontal plane changes to create shadows and depth. Building elements such as covered arcades, stepping the facade or receded entries are suggested to create this building massing requirements. Building facades not visible from public right of ways may provide less interesting design. The use of towers, alternating materials, and natural elements may be approved by the Planning Director to satisfy this requirement.
   B. Roofs
      1. All buildings with lot frontage along Highway 6/31 shall have specifically pitched or curving roof shapes. Pitched roofs shall have a 4/12 pitch or greater.
      2. All Commercial buildings on lots 1,2, and 9 will be required to have pitched roofs of a 4/12 pitch or greater.
      3. Flat Roofs will be allowed only in the Flex-Space portion of this development, although it is highly encouraged for a tower to be part of the design element.

II. BUILDING MATERIALS
   A. Retail, Commercial, Multi-Family and Office Buildings
      1. Building facades visible from the public right of ways (Highway 6/31) shall be composed of the following percentages of building material cumulated over all visible facades. Refer to Color Palettes on Page 14.
         a. Not less than 50% shall be Clay Brick or stone, in the earth tone color ranges and Clear Glass with natural aluminum mullions
         b. Not less than 40% may be Concrete or Vinyl Siding, Synthetic Stucco (EFIS), Integrally Stained Rock faced Concrete Block or Precast Concrete, or an alternate, approved siding material. Synthetic Stucco (EFIS) shall not be used on the lowest 4 feet of any building elevation.
         c. 10% of the façade may be a coordinating color material that is not listed in the previous material list.
      2. Building facades not visible from the public right of ways shall be composed of the following percentages of building material cumulated over all visible facades. Refer to Color Palettes on Page 14.
         a. Not less than 25% shall be Clay Brick or stone, in the earth tone color ranges and Clear Glass with natural aluminum mullions
         b. Not less than 65% may be Concrete or Vinyl Siding, Synthetic Stucco (EFIS), Integrally Stained Rock faced Concrete Block or Precast Concrete, or an alternate, approved siding material. Synthetic Stucco (EFIS) shall not be used on the lowest 4 feet of any building elevation.
         c. 10% of the façade may be a coordinating color material that is not listed in the previous material list.
B. Flex-Space Lots
   1. All Flex-Space Lots (Lots 5 – 8) will be required to adhere to the guidelines below.
      Refer to Color Palettes on Page 14.
      a. Not less than 50% of front façade shall be Clay Brick, Stone or Synthetic Stucco (EFIS), in the earth tone color ranges and Clear Glass with natural aluminum mullions on the front elevation of the building with 2 foot returns on the left and right sides of the structure.
      b. Not less than 40% may be Wood, Concrete or Vinyl Siding; Synthetic Stucco (EFIS), Integrally Stained Rock faced Concrete Block or Precast Concrete. Synthetic Stucco (EFIS) shall not be used on the lowest 4 feet of any building elevation.
      c. 10% of the façade may be a coordinating color that is not listed in the previous material list.
      d. Side and rear elevations may be any of these materials. Lot 8, Patton Street Side will be required to have 25% masonry or EFIS coverage minimum.
      e. Metal Siding will only be allowed on the sides and rear of the buildings where not visible from the public roads.

Exhibit D

6. SITE ELEMENTS

I. SITE REQUIREMENTS

A. Public Sidewalks.
   1. A 4-foot wide concrete trail shall be provided as noted throughout the development. All buildings within this development must have pedestrian walkways and public walks connecting the buildings to the perimeter.

B. Buffering
   1. A fifteen-foot wide heavy landscape buffer will be required between Lot 9 and 204th Street.
   2. A fifteen-foot wide heavy landscape buffer will be required between Lots 7 and 8 and 204th Street.

C. Interior Green Space
   1. Parking lots shall be planted per City of Gretna requirements.

D. Plant Materials
   1. Plant Materials shall meet City of Gretna size standards.
E. Site Lightings. (Refer to Exhibit G)
   1. All site lightings and parking lot lighting shall be coordinated throughout the entire project.
   2. All fixtures shall be oriented and/or have sharp cut off angles to eliminate glare on adjacent properties or streets.
   3. All lighting located under a canopy or eve shall be recessed, including any lens or shroud.
   4. The maximum height of any light pole shall be 25 feet.
   5. Decorative lighting shall be used along all public and private streets. Refer to Exhibit G.
   6. A different style of site lighting may be selected at the time the first building permit is issued with the approval of the Developer, or his representative and the Planning Director.

F. Ground Level Mechanical Screens. All ground level mechanical units shall be screened from view from public right-of-ways through the use of architectural screens that are integrated with the overall design of the building.
   1. The screen shall be constructed from the following:
      a. Building Materials listed for the building’s project type.
      b. Evergreen landscaping that meets screening requirements within one year of installation.

G. Refuse Screening. All trash or refuse receptacles shall be screened from view from public right-of-ways through the use of architectural screens or trash enclosures that are integrated with the overall design of the building.
   1. The screen shall be constructed from the following:
      a. Building Materials listed for the building’s project type. (Wooden and chain link fencing are not permitted materials.)
      b. A gate is required and shall be constructed of a steel frame with decorative wood or metal facing.
      c. The Planning Director may approve the integration of the refuse container within the loading dock area if it can be verified that the dock screening is sufficient to obstruct views from adjacent public right-of-ways.
      d. Landscape screens may not be used to satisfy this requirement.
   2. If the refuse container is integrated with the dock area then the dock screening shall be sufficient.

H. Site Furnishings. Refer to Exhibit G for the suggested style and minimum quantity of site furnishings per lot. Site furniture, ash/trash receptacles, directories, guardrails or railing enclosures, shall be coordinated throughout the entire project. The Developer shall select the color of the site furnishings or his representative at the time the first building permit is issued.

I. Interior Vehicular Circulation. Where lots are adjacent, parking lots shall be connected to minimize vehicle trips and to promote shared parking. Planning Director may waive this requirement for reasons of restrictive grades.
J. Outdoor Displays/Sales.
   1. No permanent outdoor displays/sales are permitted. The Planning Director may consider exceptions for seasonal items such as plants/flowers with design criteria for displays.

K. Outdoor Storage.
   1. Outdoor storage is prohibited in any front yard.
   2. Outdoor Storage on Lots 5 through 8 will be limited to no more than 10 units in off hours.
   3. Outdoor storage shall be enclosed within a perimeter fence that meets the following requirements:
      a. Is 80% opaque.
      b. Is constructed of steel, vinyl, aluminum, wood, masonry, or similar material approved by the Planning Director. Chain link fence is not permitted.
      c. An exception to the opaque and material requirements may be granted by the Planning Director where sufficient landscape buffering is provided and visibility from a public right-of-way is limited.
   3. Commercial vehicles parked for more than 72 hours shall be considered outdoor storage.

Exhibit D

7. BUILDING ELEMENTS

I. GENERAL BUILDING ELEMENT REQUIREMENTS
   In order to encourage a proper balance of vitality and cohesiveness within the Royal View Community, two sets of Building Elements have been developed. The first set is a set of Mandatory Building Elements, which will be required for every project within Royal View. The second set is a list of Optional Building Elements. All office, Multi-Family, retail and flex space projects within Royal View must use a minimum of (3) of the (5) Optional Building Elements in a significant way in the exterior design of the building. Refer to Exhibits F3 and F4 as examples of the Optional Building Elements listed under Item III this section. (There are no office or flex space uses proposed)

II. MANDATORY BUILDING ELEMENT REQUIREMENTS
   A. Roof Top Mechanical Screens. All roof top mechanical units shall be not less than 80% screened from view from public right-of-ways and 50% screened from adjacent residential properties through the use of permanent architectural screens that are integrated with the overall design of the building.
      1. The screen shall be constructed from the following:
         a. Building Materials listed for the building's project type.
         b. Pitched roof elements comprised of asphalt, standing seam, concrete tiles or 'faux' slate shingles.
B. Dock Screening. (No loading dock shall face a public right-of-way.) All loading docks shall be screened from view from public rights-of-way and adjacent residential properties through the use of one of the following:
   1. Architectural screens that are integrated with the overall design of the building.
      a. The screen shall be constructed from the following:
         Building Materials listed for the building’s project.
   2. Landscape screen of a density to screen 80% of the dock area from view within 3 years of planting. View shall be 80% screened all 12 months of the year.

C. Building Lighting. All buildings within the Royal View Community shall be significantly lit at night with lighting that reduces glare, improves visibility and optimizes efficiency. The lighting shall be done in such a way that it blends with the surrounding environment while providing controlled illumination to enhance entrances, corners, and other architectural features.

III. OPTIONAL BUILDING ELEMENT REQUIREMENTS
   A. Awnings. (Optional) The use of awnings as a colorful design element of Royal View is encouraged. Awnings should be repetitive and used in a significant way within the overall architecture of the building. Awnings shall be constructed of canvas.
   B. Arches (Optional). If arches are used they shall be elliptical flat arches with a recognizable keystone and extrados (Outer curve of an arch). Arches should be repetitive and used in a significant way within the overall architecture of the building.
   C. Square Columns (Optional). The use of columns in arcades, porticos, and as a plane-changing element is encouraged. All columns shall be square and shall have a recognizable base, middle, and top. Columns should be repetitive and used in a significant way within the overall architecture of the building. Columns shall be 12 inches square minimum. Round accent columns may be allowed in a case-by-case basis.
   D. Pitched Roof (Optional). This element could be fulfilled by having the entire roof of the building pitched or simply having a major design element with a pitched roof. If a building has its entire or significant portion of its roof pitched, it shall have a slope of 4/12 or greater.
   E. Arbors (Optional). Arbors, pergolas, and trellises are encouraged. The design and material choice must be appropriate to the overall design of the building as well as to the development’s historically eclectic style. Colors of the arbors shall be selected from the overall color palettes of the Royal View Development guidelines.
8. SIGNAGE

A. All signage along Highway 6/31 Street shall comply with the regulations of The City of Gretna.

B. Signage requirements specific to the Royal View Community are as follows:
   1. All building signs shall be individual can letters. Color of letters is up to the Building Owner or Tenant.
   2. A Sign Budget is attached as Exhibit E in the Mixed Use Development Agreement.
   3. Sign Criteria for CC District is:
      a. Detached signs
         i. 1 sign per lot per 300 feet of lot frontage
         ii. Maximum sign area is 100 sq. ft.
         iii. Maximum sign height is 20 feet.
         iv. Front setback is 10 feet.
         v. Side yard setback is 5 feet.
      a. Attached signs
         i. Maximum sign area is 20% of the street façade or 100 sq. ft.
   4. Pole signs are not permitted.
   5. Raceways are permitted. Where used, raceways must be recessed into the building façade and finished to blend with building elevation.
   6. Refer to attachments for examples of signage for the Multi-Family Lots, Flex-Space Lots and the Patton Street Entrance.

9. COLOR PALETTES

In order to encourage a proper balance of vitality and cohesiveness within the Royal View Community, color ranges have been developed. The inspiration for these color ranges is native Nebraska landscape colors, along with a natural, rustic/modern element. Any material or paint must coordinate with these sample color ranges.

No building shall have more than (5) colors or less than (3) colors. The following items shall not count as colors:
- Glass (unless it is tinted or reflective and used in a curtain wall system)
- Window mullions
- Mortar and caulk joints
- Signage
-
Ten percent (10%) of any facade may have an accent color that is not within this color palette but coordinates with the color of the buildings.

**BRICK:**

![Brick samples]

**STONE:**

![Stone samples]

**SIDING:**

![Siding samples]
Exterior Paints

Sherwin Williams - Exterior ColorAnswers

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</tr>
</tbody>
</table>

Roofing/Metal Roofing:
1. BUILDING MATERIAL EXCEPTION FOR RETAIL AND FLEX SPACE BUILDINGS (not allowed for Office Buildings).
   a. If the building is properly screened (landscape buffer, another building within a development, etc.) so that any given façade cannot be seen from a public right-of-way, then that specific façade may be constructed entirely of secondary Building materials as outlined for that specific building type. No EIFS shall be permitted on the lowest 4 feet of any building elevation.

2. BUILDING MATERIAL EXCEPTION FOR ALL BUILDING TYPES
   a. If a particular building goes beyond the norm in complexity and detail of building forms and/or commonality of materials and colors, then the Planning Director may administratively adjust some of the building material requirements. (i.e. Allow metal to be used for more than 10% of the façade.)
ROYAL VIEW APARTMENTS

- Cement Board Lap Siding
- Cement Vertical Board and Battens
- Standing Seam Metal Roof
- Gray Shingles
- Brick
- Precast Sills
- Vinyl Doors and Windows
- Metal Guardrail
ROYAL VIEW APARTMENTS, GRETNA NE

SITE FURNISHINGS

LANDSCAPE BRANDS
METRIX COLLECTION
#LS2015
BLACK OR BRONZE

LANDSCAPE BRANDS
METRIX COLLECTION
#LS2007
BLACK OR BRONZE

BIKE DOCK
SARIS SERIES 2200
BLACK OR BRONZE

SIERRA OUTDOOR
WROUGHT IRON FENCE
BLACK OR BRONZE
MAXIMUM SIGN AREA OF THIS CENTER IDENTIFICATION SIGN SHALL BE 300 SQUARE FEET. THE IDENTIFICATION SIGN SHALL HAVE MULTIPLE TENANTS LOCATED ON THE SIGN. THE CENTER IDENTIFICATION SIGN SHALL BE LOCATED 12 FEET FROM THE PROPERTY LINE.

TYPICAL SIGN DETAIL
CENTER IDENTIFICATION SIGN