

AGENDA ITEM 4 A

MAYFAIR 2ND ADDITION REPLAT 5



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: 2012-SUP-01

FOR HEARING OF:

April 19, 2012

Report Prepared on: April 11, 2012

I. GENERAL INFORMATION

A. APPLICANT:

Buland Group Construction
6173 Center Street
Omaha, NE 68106

B. PROPERTY OWNER:

L&B Properties, LLC
6173 Center Street
Omaha, NE 68106

C. LOCATION: Northwest of 96th Street and Giles Road

D. LEGAL DESCRIPTION: Lot 1, Mayfair 2nd Addition Replat Three

E. REQUESTED ACTION(S): Replat of Lot 1, Mayfair 2nd Addition.
Replat Three

F. EXISTING ZONING AND LAND USE: C-1 – Shopping Center
Commercial, Vacant

G. PURPOSE OF REQUEST: Replat of Lot 1, Mayfair 2nd Addition
Replat Three to split the property into three separate lots for
development.

H. SIZE OF SITE: 8.17 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: Existing Lot 1, Mayfair 2nd
Addition Replat Three is relatively flat. Slopes along the eastern lot
line increase northward. Slopes along the northern lot line increase
eastward.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** R-1 Single-Family Residential; Mayfair Replat
One / Single Family Residential
2. **East:** C-1 Shopping Center Commercial; Mayfair 2nd
Addition / Mix of Commercial and Vacant uses
3. **South:** C-1 Shopping Center Commercial; Mayfair 2nd
Addition Replat Three / Vacant
4. **West:** C-1 Shopping Center Commercial; Mayfair 2nd
Addition Replat One/ Vacant

C. RELEVANT CASE HISTORY:

1. Mayfair 2nd Addition Replat Three was approved September 19, 2006.

D. APPLICABLE REGULATIONS:

1. Section 5.10 of the Zoning Regulations – C-1 Shopping Center
2. Section 5.17 of the Gateway Corridor District (Overlay District)
3. Section 3.08 of the Subdivision Regulations – Replats

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates the area for commercial land uses.

B. OTHER PLANS: Not applicable.

C. TRAFFIC AND ACCESS:

1. Vehicular access is provided to the property over a private roadway that was established in an ingress/egress easement granted with the platting of Mayfair 2nd Addition Replat One. There is also a blanket easement for vehicular ingress and egress along with a pedestrian easement over Lots 1 through 11 of the platting of Mayfair 2nd Addition Replat One. The subsequent replattings did not eliminate those original easements. The proposed plat identifies a 25 feet wide ingress/egress easement along the north side of Lot 2 over part of Lot 1. Illustrating the ingress/egress easement on the plat is satisfactory, however, a separate easement document needs to be prepared and recorded that identifies who benefits from the easement and what parties are responsible to maintain the easement. Maintenance of private roadways has been an issue in similar situations elsewhere in the City and providing for long term operation and maintenance must be addressed.
2. Recent traffic studies have indicated that a traffic signal is likely to be warranted in the near future at the intersection of 96th Street and the private roadway just east of the southwesterly corner of Lot 3. This is an intersection serving private commercial roadways on both sides of 96th Street. The signal will be assessed to the benefitted commercial properties in both the Mayfair and Southwind subdivisions at such time as the signal is installed. This will need to be acknowledged in the subdivision agreement for this replat.

D. UTILITIES:

1. Sanitary sewer exists along the east side of the property under the existing private roadway. The sanitary sewer was not stubbed out to this property due to the original development showing a larger lot to be served from the south. The preliminary plat will need to show the extent of the existing sanitary sewer and whether Lot 1 is fronted by the existing sanitary sewer. If not, the preliminary plat will need to indicate how service to Lot 1 will be provided and also needs to indicate where sanitary sewer stubouts to Lots 2 and 3 will be provided.
2. The original subdivision agreement provided for SID 195 making the payment of a tract sewer connection fee in the amount of \$3,600 to the City at the time of the original platting. The fee has since increased to \$5,973. When these lots are built upon, the applicants will need to pay the current fee rate to the City and the City will reimburse the \$3,600 per acre fee back to SID 195.
3. Chapter 154 of the City Municipal Code requires a Post Construction Storm Water Management Plan (PCSWMP). A permit will be required through the Permix web site that is utilized by all Papillion Creek Watershed Partnership communities. A conceptual PCSWMP has been provided, however, it will need to be reviewed prior to City Council approval. A draft Maintenance Agreement needs to be provided in the draft Subdivision Agreement. The PCSWMP will be reviewed in detail as part of the review process through the Permix web site, but the concept of using an extended detention basin to serve both lots is acceptable.
4. A storm water drainage study needs to be provided as part of the preliminary plat submittal. This study will need to indicate how drainage from the site will be handled as well as demonstrating no increase in peak flows for 2-year storm events above existing conditions.
5. The Papillion Creek Watershed Partnership storm water management fee will be applicable to this property and will be collected at the time of building permits on each lot at the rate of \$4,000 per acre.

IV. REVIEW COMMENTS:

1. The final plat needs to address the provision of easement rights for utility companies to serve lots by notation, illustration or addition of language to the dedication statement.

2. The adjacent subdivision names to the north of the property need to be added.
3. A subdivision agreement will be needed to address shared drainage facilities, extension of sanitary sewer or sewer stubs, shared private roadway construction, payment of tract sewer connection fees, payment of storm water management fees, and other typical subdivision agreement topics. The City will provide a sample subdivision agreement as a starting point.
4. The draft Post Construction Storm Water Maintenance Agreement needs to identify how the maintenance of any shared water quality Best Management Practices (BMPs) will be performed and allocated between lot owners.
5. The applicant is strongly encouraged to use Portland cement concrete pavement for any shared ingress-egress pathways. This request is made since shared private roadways in commercial developments in the City have historically been a maintenance problem when constructed of asphalt.

V. PLANNING COMMISSION RECOMMENDATION:

Approval of Mayfair 2nd Addition Replat Five, subject to the satisfactory resolution of the following issues prior to City Council review:

1. Satisfactory resolution of the aforementioned issues regarding the replat and subdivision agreement, with review and approval by the City Engineer and the City Attorney.

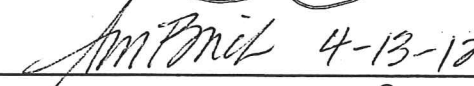
VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Initial review report from City Engineer
3. Preliminary Plat Maps
4. Final Plat Map

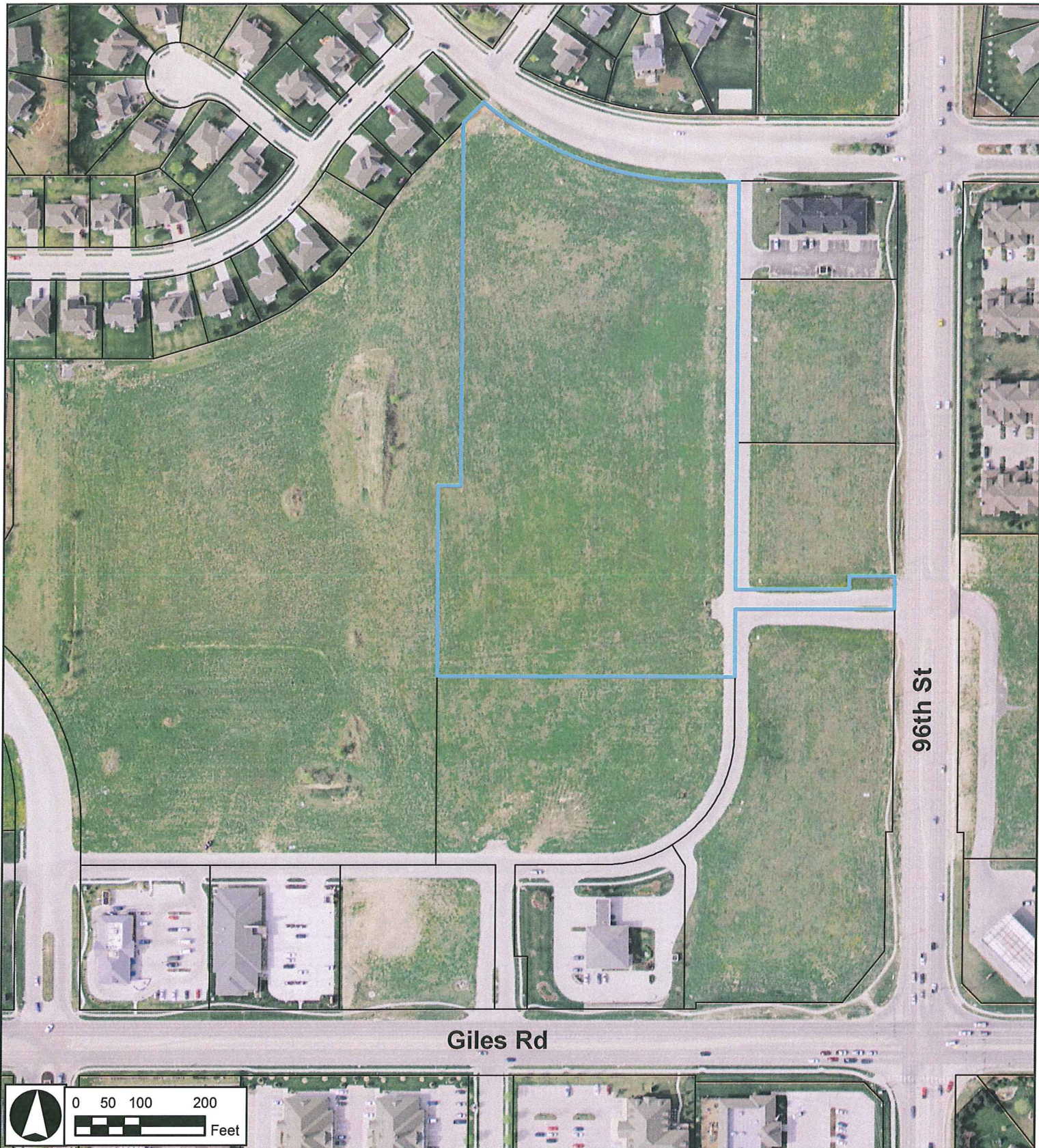
VII. COPIES OF REPORT SENT TO:

1. Larry Buland, Buland Group
2. Matt Sutton, The Schemmer Associates
3. Public Upon Request


 Prepared by:

 4-13-12
 Community Development Director

Date



Mayfair 2nd Addition - Replat Five

Replat of Lot 1 Mayfair 2nd Addition Replat Three

April 11, 2012
CAS





March 13, 2012

Mr. Christopher Solberg
City Planner
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

RE: Application for Replat-Initial Review
Mayfair 2nd Addition Replat Five

Chris:

I have reviewed the final plat drawing that you sent to me. The proposed final plat would replat Lot 1, Mayfair 2nd Addition Replat Three into three lots to be known as Lots 1 through 3, Mayfair 2nd Addition Replat Five. I offer the following comments:

TRAFFIC & ACCESS:

1. Vehicular access is provided to the property over a private roadway that was established in an ingress/egress easement granted with the platting of Mayfair 2nd Addition Replat One. There is also a blanket easement for vehicular ingress and egress along with a pedestrian easement over Lots 1 through 11 of the platting of Mayfair 2nd Addition Replat One. The subsequent replattings did not eliminate those original easements. The proposed plat identifies a 25 feet wide ingress/egress easement along the north side of Lot 2 over part of Lot 1. Illustrating the ingress/egress easement on the final plat is satisfactory, however, a separate easement document needs to be prepared and recorded that identifies who benefits from the easement and what parties are responsible to maintain the easement. Maintenance of private roadways has been an issue in similar situations elsewhere in the City and providing for long term operation and maintenance must be addressed. In addition, I recommend that an easement be illustrated on the final plat and granted in a separate instrument over Lot 3 running from the existing private roadway to the west line of Lot 3 in alignment with the existing roadway that leads out to 96th Street. This easement could be adjusted in the future when a particular development plan is brought forth for Lot 3. The proposed use of the property is consistent with the existing zoning and commercial use of the property was considered when the infrastructure was installed and no traffic impact study is needed for this replatting.
2. The development on these lots will need to include sidewalks along the existing private roadway. Such sidewalks should be 5 feet wide.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

3. Recent traffic studies have indicated that a traffic signal is likely to be warranted in the near future at the intersection of 96th Street and the private roadway just east of the southwesterly corner of Lot 3. This is an intersection serving private commercial roadways on both sides of 96th Street. The signal will be assessed to the benefitted commercial properties in both the Mayfair and Southwind subdivisions at such time as the signal is installed. This will need to be acknowledged in the subdivision agreement for this replat.

UTILITIES & DRAINAGE:

4. Sanitary sewer exists along the east side of the property under the existing private roadway. The sanitary sewer was not stubbed out to this property due to the original development showing a larger lot to be served from the south. A preliminary plat will need to be prepared that shows the extent of the existing sanitary sewer and whether Lot 1 is fronted by the existing sanitary sewer. If not, the preliminary plat will need to indicate how service to Lot 1 will be provided and also needs to indicate where sanitary sewer stubouts to Lots 2 and 3 will be provided.
5. The original subdivision agreement provided for SID 195 making payment of a tract sewer connection fee in the amount of \$3600 to the City at the time of the original platting. The fee has since increased to \$5,973. When these lots are built upon, the applicants will need to pay the current fee rate to the City and the City will reimburse the \$3600 per acre fee back to SID 195.
6. Chapter 154 of the City Municipal Code requires a Post Construction Storm Water Management Plan and a permit will be required through the Permix web site that is utilized by all Papillion Creek Watershed Partnership communities. A conceptual Post Construction Storm Water Management Plan needs to be submitted as part of the replat submittal. A Post Construction Storm Water Management Plan and a Maintenance Agreement will be required as part of the Subdivision Agreement.
7. A storm water drainage study needs to be provided as part of the preliminary plat submittal. This study will need to indicate how drainage from the site will be handled as well as demonstrating no increase in peak flows for 2-year storm events above existing conditions.
8. The Papillion Creek Watershed Partnership storm water management fee will be applicable to this property and will be collected at the time of building permits on each lot at the rate of \$4,000 per acre.

PRELIMINARY PLAT REVIEW:

9. A preliminary plat needs to be submitted for concurrent review with the final plat. Refer to Section 3.03 of the Subdivision Regulations for content requirements.

FINAL PLAT REVIEW:

10. The final plat needs to address provision of easement rights for utility companies to serve the lots by notation or illustration or addition of language to the dedication.

11. The adjacent subdivision names to the west, north and east of the property need to be added.
12. Identify the range in width of Brentwood Drive right of way adjacent to Lot 1 by adding to the note "R.O.W. Varies".
13. Identify the dimension of the common lot lines between Lots 1, 2 and 3.
14. A major storm, storm sewer and utility easement is indicated along the west sides of Lot 2 and 3. Identify how this easement continues to the south. Provide a copy of an existing easement, if it exists.

PLAT APPLICATION, ESTIMATE, SUBDIVISION AGREEMENT & MISC:

15. I did not receive a plat application for review, but assume that one was submitted. That document needs to indicate that any infrastructure improvements will be privately funded. This would apply to any shared drainage facilities, extension of sewer stubs, etc.
16. Provide a copy to the City of any existing or proposed private protective covenants affecting this property.
17. A subdivision agreement will be needed to address shared drainage facilities, extension of sanitary sewer or sewer stubs, shared private roadway construction, payment of tract sewer connection fees, payment of storm water management fees, and other typical subdivision agreement topics. The City will provide a sample subdivision agreement as a starting point.
18. In the draft Post Construction Storm Water Maintenance Agreement identify how the maintenance of any shared water quality BMPs will be performed and allocated between the lot owners.
19. In regards to the proposed shared access drive between Lots 1 and 2, the applicant will need to provide a proposed common area maintenance agreement that provides for long term operation, maintenance and payment of costs for such shared facility. A draft in acceptable form will be needed prior to this application being considered by the City Council and will need to be recorded concurrent with the recording of the plat.
20. The applicant is strongly encouraged to use Portland cement concrete pavement for any shared ingress-egress pathways. This request is made since shared private roadways in commercial developments in the City have historically been a maintenance problem when constructed of asphalt.

I recommend that the applicant revise and resubmit documents to address the items listed above.

Please feel free to contact me if you have questions about my recommendations.



John M. Kottmann
City Engineer

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4/10/2012 8:07:56 AM Knock, Derik



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PROJECT NO.: 06165.004

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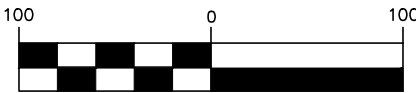
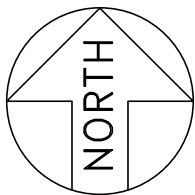
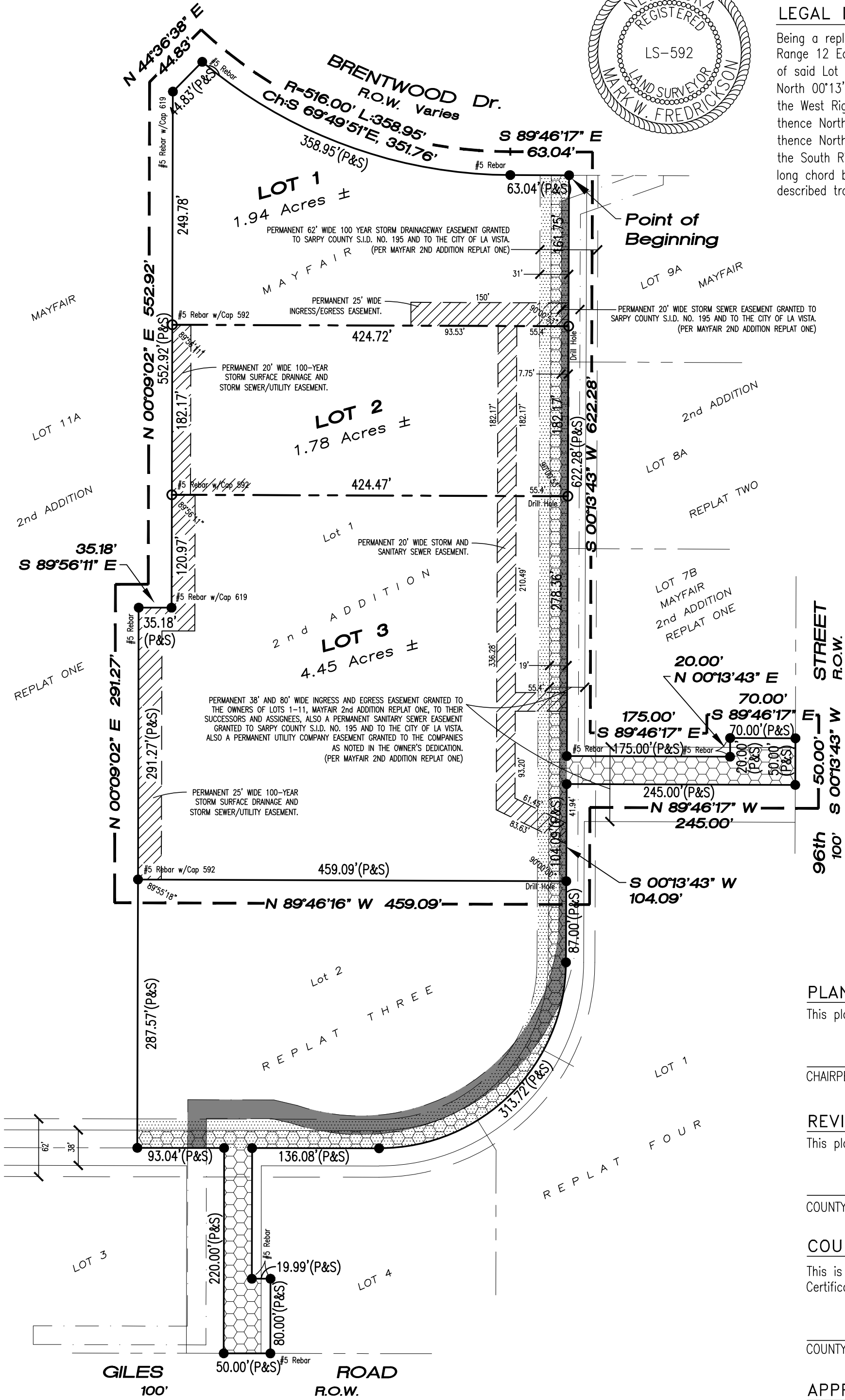
PROJECT NO.: 06165.004

PROJECT NO.: 06165.004

MAYFAIR 2nd ADDITION REPLAT FIVE

BEING A REPLAT OF LOT 1, MAYFAIR 2nd ADDITION REPLAT THREE, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

LOTS 1 THRU 3



1 inch = 100 ft.

LEGEND

- PROPERTY CORNER FOUND (Drill Hole Unless Noted)
- PROPERTY CORNER SET (As Noted)
- P PLAT DIMENSION
- S SURVEY DIMENSION
- [Pattern] PORTION OF THE 62' WIDE STORM DRAINAGEWAY EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- [Pattern] PORTION OF THE 20' WIDE STORM SEWER EASEMENT THAT AFFECTS THE SUBJECT PROPERTY
- [Pattern] PORTION OF THE 38' & 80' WIDE INGRESS & EGRESS, SANITARY SEWER AND UTILITY EASEMENT THAT AFFECTS THE SUBJECT PROPERTY

LAND SURVEYOR'S CERTIFICATE

I hereby certify that I am a professional land surveyor, registered in compliance with the laws of the State of Nebraska, that this plat correctly represents a survey conducted by me or under my direct supervision on 11/15/11, that any changes from the description appearing in the last record transfer of the land contained in the final plat are so indicated, that all monuments shown thereon actually exist as described or will be installed and their position is correctly shown and that all dimensional and geodetic data is correct.

MARK W. FREDRICKSON, RLS #592

DATE

LEGAL DESCRIPTION

Being a replat of Lot 1, Mayfair 2nd Addition Replat Three, located in the Southeast One-Quarter of Section 16, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska. Being more particularly described as follows: Beginning at the Northeast corner of said Lot 1, thence South 00°13'43" West (assumed bearing) for 622.28 feet; thence South 89°46'17" East for 175.00 feet; thence North 00°13'43" East for 20.00 feet; thence South 89°46'17" East for 70.00 feet; thence South 00°13'43" West for 50.00 feet along the West Right-of-Way line of 96th Street; thence North 89°46'17" West for 245.00 feet; thence South 00°13'43" West for 104.09 feet; thence North 89°46'16" West for 459.09 feet; thence North 00°09'02" East for 291.27 feet; thence South 89°56'11" East for 35.18 feet; thence North 00°09'02" East for 552.92 feet; thence North 44°36'38" East for 44.83 feet; thence the following two (2) courses along the South Right-of-Way line of Brentwood Drive: (1) Southeasterly along a 516.00 foot radius curve to the left for 358.95 feet with a long chord bearing South 69°49'51" East, 351.76 feet (2) South 89°46'17" East for 63.04 feet to the Point of Beginning. Above described tract contains 8.17 acres, more or less.

DEDICATION

Known all men by these presents that I, Larry G. Buland, owner of the property described in the Surveyor's Certification and embraced within the plat has caused said land to be subdivided into lots and streets to the be numbered and named as shown, said subdivision to be hereafter know as MAYFAIR 2nd ADDITION REPLAT FIVE (lots numbered as shown), and I do hereby ratify and approve of the disposition of my property as shown on the plat, and I do hereby grant easements as shown on this plat, I do further grant a perpetual easement to the Omaha Public Power District, Qwest, Century Link, 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, cables, conduits, and other related facilities, and to extend thereon wires or for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over, through, under, and across a five foot (5') wide strip of land abutting all front and side boundary lot lines; an eight foot (8') wide strip of land abutting the rear boundary lines of all interior lots; and a sixteen foot (16') wide strip of land abutting the rear boundary lines of all exterior lots. Said sixteen foot (16') wide easement will be reduced to an eight foot (8') wide strip when the adjacent land is surveyed, platted and recorded, and we do further grant a perpetual easement to Metropolitan Utilities District of Omaha and Black Hills Energy, their successors and assigns, to erect, install, operate, maintain, repair, and renew pipelines, hydrants, and other related facilities, and to extend thereon pipes for the transmission of gas and water on, through, under, and across a five foot (5') wide strip of land abutting all streets. No permanent buildings or retaining walls shall be placed in the said easement ways, but the same may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted.

In witness whereof, I do set our hand this _____ day of _____ 2012.

L & B PROPERTIES, LLC

Larry G. Buland, President

DATE

ACKNOWLEDGMENT OF NOTARY

State of _____ }

County of _____ }

On this _____ day of _____, 20_____, before me, the undersigned notary public, qualified and commissioned in and for said county and state, personally appeared:

_____, personally known by me to be the identical person whose name is affixed to the dedication and he did acknowledge the execution thereof to be his voluntary act and deed.

NOTARY PUBLIC

DATE

PLANNING COMMISSION APPROVAL

This plat of MAYFAIR 2nd ADDITION REPLAT FIVE was approved by the La Vista Planning Commission.

CHAIRPERSON, LA VISTA PLANNING COMMISSION

DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

This plat of MAYFAIR 2nd ADDITION REPLAT FIVE was reviewed by the office of the Sarpy County Surveyor.

COUNTY SURVEYOR / ENGINEER

DATE

COUNTY TREASURERS CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyors Certificate and embraced in this plat as shown by the records of this office.

COUNTY TREASURER

DATE

APPROVAL OF LA VISTA CITY COUNCIL

This Plat of Mayfair 2nd Addition Replat Five was approved by the City Council of the City of La Vista, Nebraska on this _____ Day of _____, 20_____, in accordance with the State Statutes of Nebraska.

MAYOR

ATTEST: CITY CLERK

LIEN HOLDER CONSENT

The undersigned holder of that certain lien against the real property described in the plat known as MAYFAIR 2nd ADDITION REPLAT FIVE (hereinafter "Plat"), said lien being recorded in the Office of the Register of Deeds of Sarpy County, Nebraska as Instrument No. _____, (hereinafter "Lien"), does hereby consent to the dedication of and subordinate the lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements, or streets or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all as shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the lien and has not assigned the lien to any other person.

(NAME OF LIEN HOLDER)

By: _____

TITLE: _____

PRINT THE NAME OF THE INDIVIDUAL

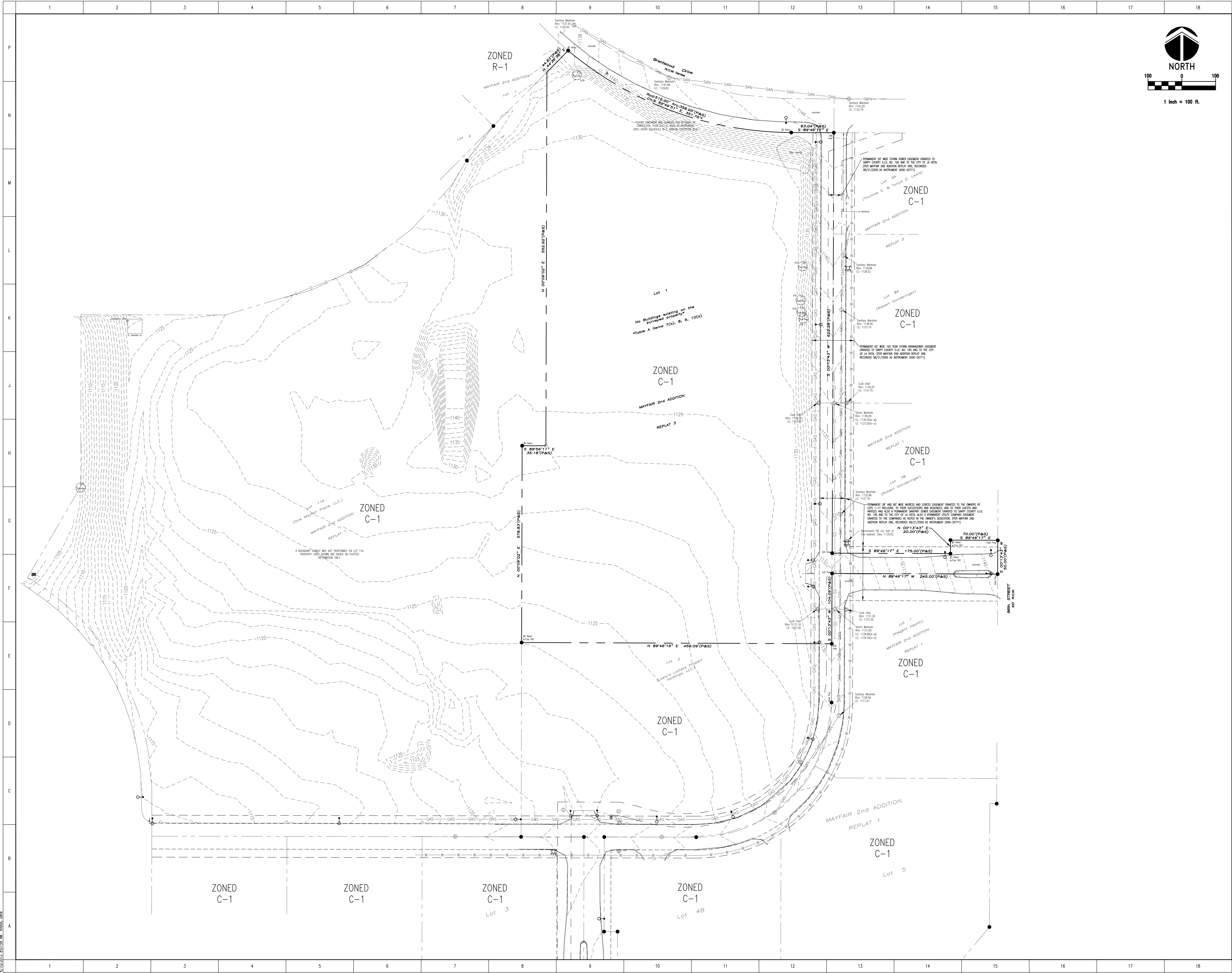
JOB NO. 06165.004	MAYFAIR 2nd ADDITION REPLAT FIVE SARPY COUNTY, NEBRASKA.
SHEET 1-1	
1 OF 1	
FINAL PLAT	

SCHEMMER
ARCHITECTS | ENGINEERS | PLANNERS

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BK.
DATE: 03/30/12

DESIGNED					
DRAWN	CJG				
CHECKED	MWF				
BY		DATE	BY	APP	REVISIONS



MAYFAIR 2ND ADDITION REPLAT FIVE
SARPY COUNTY, NEBRASKA

EXISTING SITE PLAN

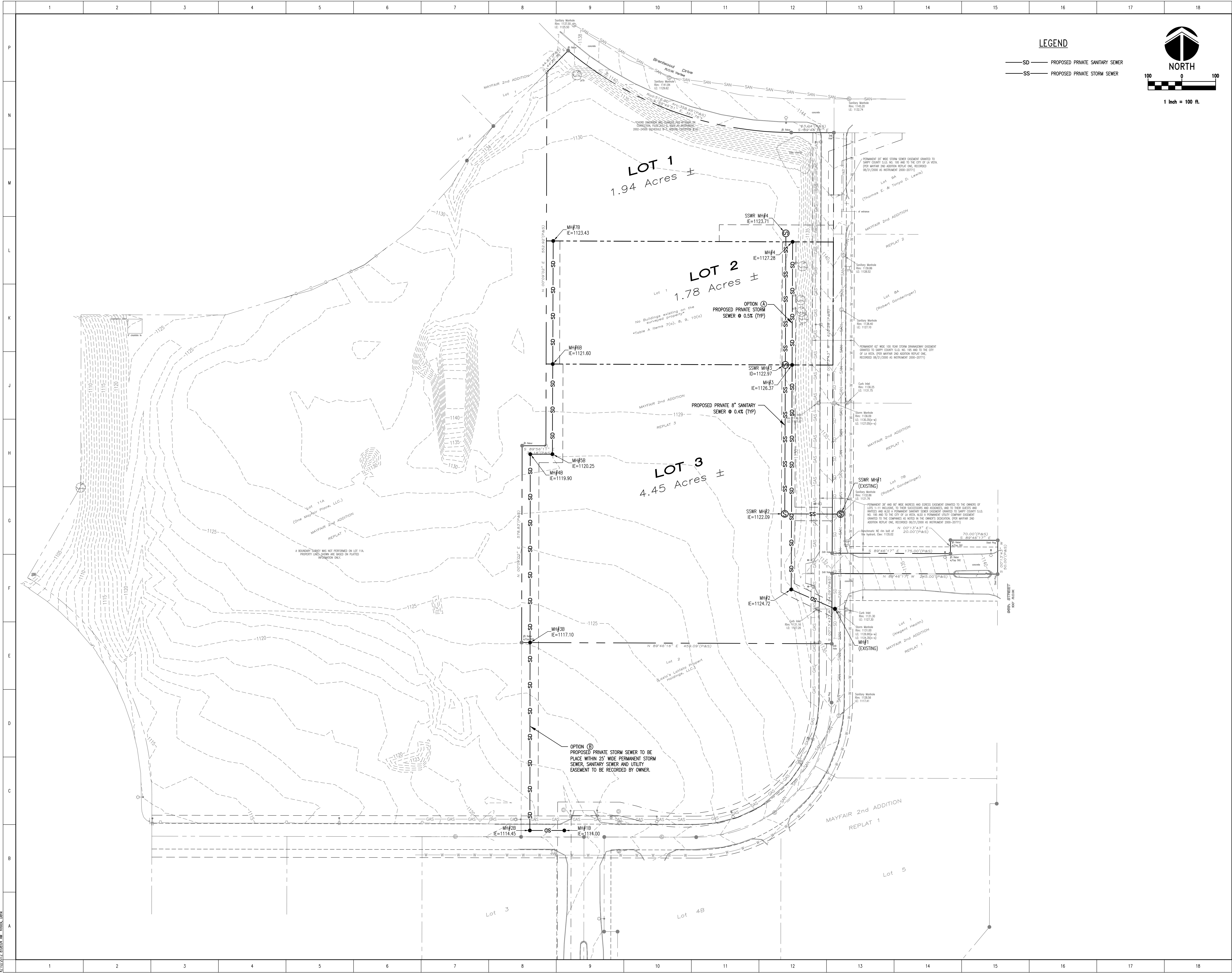
PROJECT NO.: 06165.004

EXHIBIT "B"

SCHEMMER
ARCHITECTS | ENGINEERS | PLANNERS

DESIGNED:	GN	ISSUE DATE:	04/09/2012
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CHECKED:	MS	No.:	
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		DESCRIPTION:	

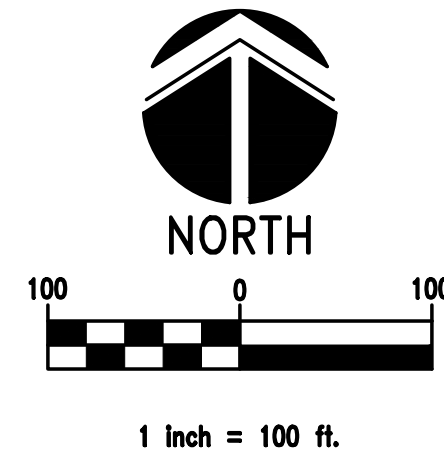
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FOR ANY AND ALL
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LEGEND

SD PROPOSED PRIVATE SANITARY SEWER

SS PROPOSED PRIVATE STORM SEWER



MAYFAIR 2ND ADDITION REPLAT FIVE
SARPY COUNTY, NEBRASKA

IMPROVEMENT PLAN

PROJECT NO.: 06165.004

EXHIBIT "D"

SCHEMMER
ARCHITECTS | ENGINEERS | PLANNERS

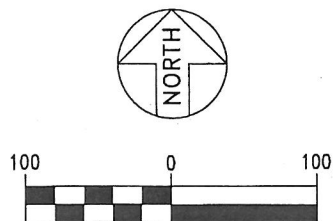
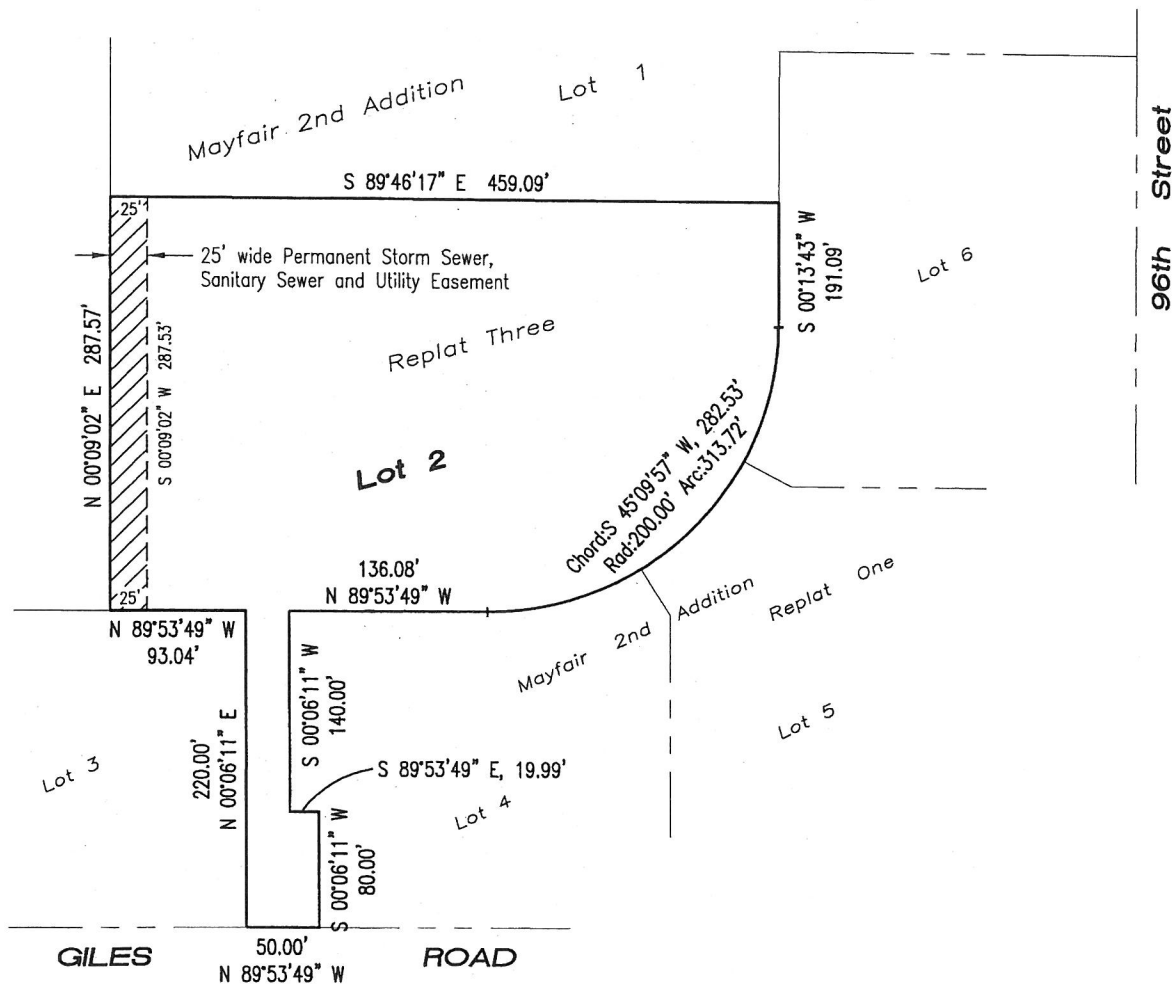
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REVISIONS:		DATE:	
NO.:		BY:	DESCRIPTION:
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IS NOT RESPONSIBLE FOR THE
ACCURACY OF THE DATA
OR THE RESULTS OF THE
ANALYSIS OR THE DESIGN
OF THE ABOVE AGREEMENT.

EASEMENT EXHIBIT

LEGAL DESCRIPTION

A 25 foot wide Permanent Storm Sewer, Sanitary Sewer and Utility Easement located in Lot 2, Mayfair 2nd Addition Replat Three, as platted and recorded in Sarpy County, Nebraska, being more particularly described as follows: Beginning at the Northwest corner of said Lot 2, thence South 89°46'17" East (assumed bearing) for 25.00 feet along the North line of said Lot 2; thence South 00°09'02" West for 287.53 feet along a line 25.00 feet east of and parallel with the West line of said Lot 2; thence North 89°53'49" West for 25.00 feet along the Southerly line of said Lot 2; thence North 00°09'02" East for 287.57 feet along the West line of said Lot 2 to the Point of Beginning. Above described easement contains 7,189 Square Feet, more or less.



THE
SCHEMMER
ASSOCIATES

Architects Engineers

1044 North 115th Street, Suite 300
Omaha, NE 68154-4436
402.493.4800

From: Larry Buland [mailto:larry.buland@bulandgroup.com]
Sent: Wednesday, December 27, 2006 1:02 PM
To: Brian Boles
Cc: Scott Miller; LMarinovic@gatewaycommunitybank.com; jvillarreal@burnslawfirm.net; George Grieb
Subject: 96th & Giles Purchase

Brian,

- Please note #4*
2. The brokerage commissions shall be split as follows:
 Lazlo's to pay John Layman 3% of purchase price.
 L & B to pay Ron Bergsten 3% of purchase price.
 Lazlo's and L & B to each pay Ron Grothe 1.5% of purchase price for a total compensation of 3% of purchase price.
 3. Lazlo's to reimburse \$5,000 toward expenses to introduce new design guidelines.
 4. A 25' full utility easement shall be granted to lot to the north of the purchased site (Proposed Lot 1 on Replat 3, currently owned by L & B Properties) along the west side of the property being purchased (Proposed Lot 2 on Replat 3).
 5. Closing shall take place by 12:00 Noon on December 30th, 2006.
 6. All parties shall act in good faith to accommodate closing, including issues that may be subsequent to stated closing goals.
 7. In case of conflicts between this agreement and the original Purchase Agreement and related documents, this document's terms shall prevail.
 8. Existing \$15,000 deposit shall be applied toward purchase if closing takes place by 12/30/2006. Deposit shall be forfeited for failure to close for any reason.

If this is your understanding, please sign below and fax to me at 402-552-0036. I will sign and fax back if you desire. Let's plan on closing at 11:00 on Friday, December 29th, 2006 in Omaha. I look forward to being neighbors! It is our goal to support your success.

Yours truly,

Larry G. Buland
 Buland Group - Construction Services
 6173 Center Street
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Brian Boles

Title

Date

Larry G. Buland, Manager L&B *12-28-06*