

AGENDA ITEM 4A

**Final Plat - Southport West Replat 10 –
Southport West 32, LLC**



**CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT**

CASE NUMBERS: PSFP25-0001;

FOR HEARING OF: JANUARY 22, 2026
REPORT PREPARED ON: JANUARY 13, 2026

I. GENERAL INFORMATION

A. APPLICANT:

Southport West 32, LLC
21008 Cumberland Dr, Ste 106
Elkhorn, NE 68022

B. PROPERTY OWNER:

Southport West 32, LLC
21008 Cumberland Dr, Ste 106
Elkhorn, NE 68022

C. LOCATION: Northwest of the intersection of Westport Parkway and West Giles Road.

D. LEGAL DESCRIPTION: Lots 1-3 Southport West.

E. REQUESTED ACTION(S): Final Plat to allow for a mixed-use development with shared parking.

F. EXISTING ZONING AND LAND USE: C-3 Highway Commercial/Office Park District, Gateway Corridor District (Overlay District), and Southport West PUD District (Overlay District); the properties are currently vacant.

G. PURPOSE OF REQUEST: Authorize a Final Plat to allow for commercial and residential development as part of a horizontally integrated mixed-use development.

H. SIZE OF SITE: Approximately 32.15 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The existing site is vacant ground. The property slopes downward to the south.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Alamo Drafthouse and two commercial strip centers.
East	Commercial	C-3 PUD Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District);	Costco
South	Commercial	I-2 Heavy Industrial and a Gateway Corridor Overlay (Overlay District);	Claas Omaha
West	Commercial	R-3 High-Density Residential with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District); and I-1 Light Industrial	Interstate 80 / Andover Pointe / Centech Business Park

C. RELEVANT CASE HISTORY:

1. A PUD Site Plan Amendment and Preliminary Plat was recommended for approval at the January 8, 2026 Planning Commission meeting. These items are scheduled to be presented to City Council on January 20th for their review.
2. The PUD Plan and Ordinance for Southport West was originally approved on December 21, 2004.
3. The PUD Ordinance for Southport West was last amended on February 16, 2016.
4. The Final Plat for Southport West was approved by the City on November 1, 2004.

D. APPLICABLE REGULATIONS:

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial / Office Park District.
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District).
3. La Vista Subdivision Regulations.

III. **ANALYSIS**

A. **COMPREHENSIVE PLAN:**

1. The Future Land Use Map of the Comprehensive Plan designates the area as Regional Commercial. The La Vista Future Land Use Update (2022) allows for mixed-use residential as part of an overall development, but commercial uses are required to be the dominant use.
2. The Opportunities section of the Future Land Use Update discusses three principles for development on this site:
 - a. Mixed-use environment. A mixed-use environment that includes residential, retail/commercial, and possible office sites.
 - b. Connection to the rest of the Southport Development Area. It also discusses the need for vehicular and pedestrian connections to the rest of Southport West from developments on this site. These connections have been provided as depicted within the PUD Plan Set.
 - c. Urban housing options. This principle discusses the provision of a variety of housing unit types. The developer is proposing a mix of apartment units and townhouses.

B. **OTHER PLANS: N/A.**

C. **TRAFFIC AND ACCESS:**

1. Primary access to the site will be at an intersection at Westport Parkway and Portside Parkway. Two alternate access points will be available through a right-in/right-out access off West Giles Road and a direct connection to the private road serving the development to the north. These access points are depicted within the conceptual PUD Site Plan map set.
2. Access within the development will be provided through three roadways, S 129th Plaza, Portside Parkway, and S 127th Street, all constructed in the first phase of the overall development's construction. Upon completion, Portside Parkway and 127th Street will be dedicated to the City. Details of this dedication will be handled through the subdivision agreement.
3. Applicant has provided a traffic impact analysis (TIA) in relation to the development of this project. The study, dated December 1, 2025, finds that traffic is generally anticipated to operate with acceptable delay. City staff are working with the applicant to refine this study. A finalized and approved TIA is required prior to the presentation of the Final Plat and Subdivision Agreement to City Council.
4. According to the current draft of the TIA, a traffic signal is warranted at the intersection of Westport Parkway and West Giles Road, due in part to the construction of this

development. The signal, and related intersection improvements, will need to be constructed in conjunction with this project.

5. Applicant shall install all access and signage improvements as recommended in the revised Traffic Impact Analysis.

D. UTILITIES:

1. The property has access to sanitary sewer, water, gas, power, and communication utilities.

E. PARKING REQUIREMENTS:

1. The parking stall numbers as proposed exceed La Vista's minimum requirements. Parking will be further reviewed and addressed through the PUD Site Plan amendments for the various development sites within the area of the PUD Site Plan.

F. LANDSCAPING:

1. The landscaping for any developments on this site will need to comply with the requirements of the Zoning Ordinance and of the Southport West Design Guidelines.

IV. REVIEW COMMENTS:

- A. The development consists of four lots, three commercial in character and one residential. A 41,000 sq.ft. indoor recreation facility has been proposed on Lot 1. Lot 2 will include two apartment buildings housing 76 units each, with parking constructed on the bottom floor. This lot will also include seven townhome structures housing 40 units with garages.
- B. The design of the buildings and the overall site will be reviewed through the City's Architectural Design Review process and must be substantially complete prior to the application of any building permits.
- C. Applicant has been made aware that developments on this property will require FAA approval prior to the issuance of a building permit due to the proximity of the Millard Airport.
- D. The development will be required to meet the requirements for a Post Construction Storm Water Management Plan as per City regulations.
- E. A subdivision agreement, outlining necessary public improvements, will need to be finalized before the final plat application is reviewed by the City Council.
- F. The Subdivision Agreement will include a contingency requiring the issuance of a building permit for the entertainment venue on Lot 1 Southport West Replat 10 prior to the issuance of a building permit for the residential development.

V. STAFF RECOMMENDATION – FINAL PLAT FOR SOUTHPORT WEST REPLAT TEN:

Approval of the Final Plat for Southport West Replat Ten, contingent upon the approval of the PUD Ordinance amendment, PUD Site Plan Amendment, Preliminary Plat, and the satisfactory resolution of the issues stated within the staff report prior to City Council approval, as the Final Plat request is consistent with the Comprehensive Plan and the Subdivision Regulations.

VI. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Review and Response Letters
- C. Draft Final Plat

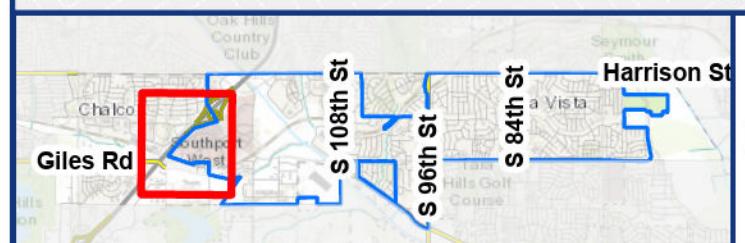
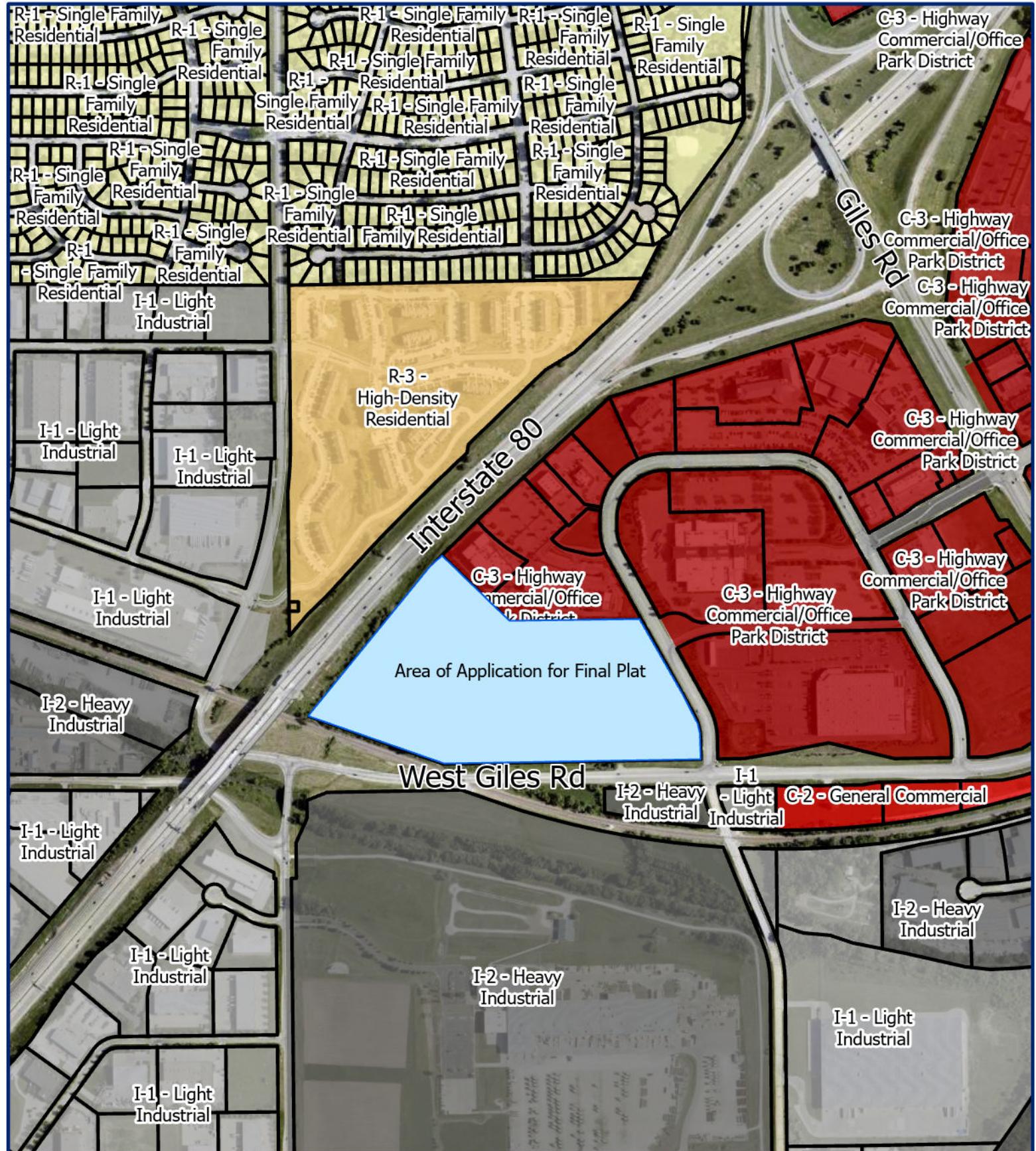
VII. COPIES OF REPORT SENT TO:

- A. Willie Douglas, Southport West 32 LLC
- B. Kyle Haase, E&A Consulting Group, Inc
- C. Kyle Vohl, E&A Consulting Group, Inc
- D. Public Upon Request


Prepared by: Deputy Community Development Director


Community Development Director

1/16/26
Date



SOUTHPORT WEST REPLAT 10

LOTS 1 THRU 4 INCLUSIVE & OUTLOT "A"

A REPLATTING OF ALL OF LOTS 1, 2, AND 3, SOUTHPORT WEST, A SUBDIVISION LOCATED IN THE SW1/4 OF THE SW1/4 AND ALSO THE SE1/4 OF THE SW1/4, ALL LOCATED IN SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH P.M., SARPY COUNTY NEBRASKA.

SURVEYORS CERTIFICATION

I, FRANK C. ELDER, NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 864, DULY PROFESSIONAL UNDER THE LAND SURVEYORS ACT OF 1972, DO hereby certify that I have surveyed the land described on the accompanying plat, that said plat is a true description of said survey performed personally or under my direct supervision, that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the minimum standards for surveys in nebraska in effect at the time of this survey.

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOTS 1, 2, AND 3, SOUTHPORT WEST, A SUBDIVISION LOCATED IN THE SW1/4 OF THE SW1/4 AND ALSO THE SE1/4 OF THE SW1/4, ALL LOCATED IN SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE SIXTH P.M., SARPY COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SOUTHPORT WEST, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD AND THE WESTERLY RIGHT-OF-WAY LINE OF WESTPORT PARKWAY; THENCE S86°56'35"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID LOTS 1 & 2, SOUTHPORT WEST, A DISTANCE OF 1,371.40 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF GILES ROAD AND THE NORTHERLY RIGHT-OF-WAY LINE OF C.B. & Q. RAILROAD; THENCE N72°28'35"W ALONG SAID SOUTHERLY LINE OF LOT 1, SOUTHPORT WEST, SAID LINE ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF C.B. & Q. RAILROAD, A DISTANCE OF 760.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SOUTHPORT WEST, SAID LINE ALSO BEING THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF C.B. & Q. RAILROAD AND THE EASTERNLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID LOT 1, SOUTHPORT WEST, SAID LINE ALSO BEING SAID EASTERNLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 80 ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) THENCE N38°39'00"E, A DISTANCE OF 324.77 FEET; (2) THENCE N86°37'50"E, A DISTANCE OF 710.81 FEET; (3) THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 11,309.16 FEET, A DISTANCE OF 76.43 FEET, SAID CURVE HAVING A LONG CHORD AND BEARING N42°33'12"E, A DISTANCE OF 76.43 FEET TO THE NORTHERLY LINE OF LOT 2, SOUTHPORT WEST, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LOT 2, SOUTHPORT WEST, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 1 AND ALSO THE SOUTHERLY LINE OF LOT 3, SOUTHPORT WEST, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 4 AND ALSO THE SOUTHERLY LINE OF LOT 5, SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN SAID SECTION 18, THENCE NORTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 1, SOUTHPORT WEST, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 2, SOUTHPORT WEST, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 3, SOUTHPORT WEST, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOT 4, AND ALSO THE SOUTHERLY LINE OF SAID LOT 5, SOUTHPORT WEST REPLAT FIVE, A SUBDIVISION LOCATED IN SAID SECTION 18, THENCE NORTHEASTERLY ON THE NORTHERLY LINE OF SAID LOT 1, SOUTHPORT WEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, A DISTANCE OF 507.88 FEET ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE S47°48'31"E, A DISTANCE OF 507.88 FEET; (2) THENCE N86°54'39"E, A DISTANCE OF 698.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SOUTHPORT WEST, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 3, SOUTHPORT WEST REPLAT FIVE, A DISTANCE OF 507.88 FEET ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) THENCE S31°00'16"E, A DISTANCE OF 578.39 FEET; (2) THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 269.92 FEET, A DISTANCE OF 131.66 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S17°01'50"E, A DISTANCE OF 130.36 FEET; (3) THENCE S03°03'25"E, A DISTANCE OF 124.57 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,400.384 SQUARE FEET OR 32.148 ACRES MORE OR LESS.

FRANK C. ELDER, PLS-864

DATE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, SOUTHPORT WEST 32 LLC, THE OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AND NAMED AS SHOWN, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS DESCRIBED ON THIS PLAT, AND DO HEREBY GRANT, RELEASE, AND FOREVER INDEMNIFY THE OWNERS OF THE PROPERTY DESCRIBED ON THIS PLAT, AND THE CIVIL AND MILITARY AUTHORITIES, AND THE CITIZENS OF THE STATE OF NEBRASKA, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD) COX COMMUNICATIONS, AND CENTURYLINK ACROSS 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 EXTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS. THE EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE INNER PERIMETER OF THE ABOVE DESCRIBED ADDITION. WE DO HEREBY GRANT EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND OR 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 (5) FOOT WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDEN, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

SOUTHPORT WEST 32 LLC

WILLIE DOUGLAS, MEMBER DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF)
ON THIS DAY OF)
FOR SAID COUNTY, PERSONALLY CAME WILLIE DOUGLAS MEMBER, SOUTHPORT WEST 32 LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS HER VOLUNTARY ACT AND DEED AS SUCH OFFICER OF SAID CORPORATION.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

APPROVAL OF LA VISTA CITY PLANNING COMMISSION

THIS PLAT OF SOUTHPORT WEST REPLAT 10 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY PLANNING COMMISSION ON THIS DAY OF 20

CHAIRPERSON, LA VISTA PLANNING COMMISSION

ACCEPTANCE BY LA VISTA CITY COUNCIL

THIS PLAT OF SOUTHPORT WEST REPLAT 10 (LOTS NUMBERED AS SHOWN) 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

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 SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTHPORT WEST REPLAT 10 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS DAY OF 20

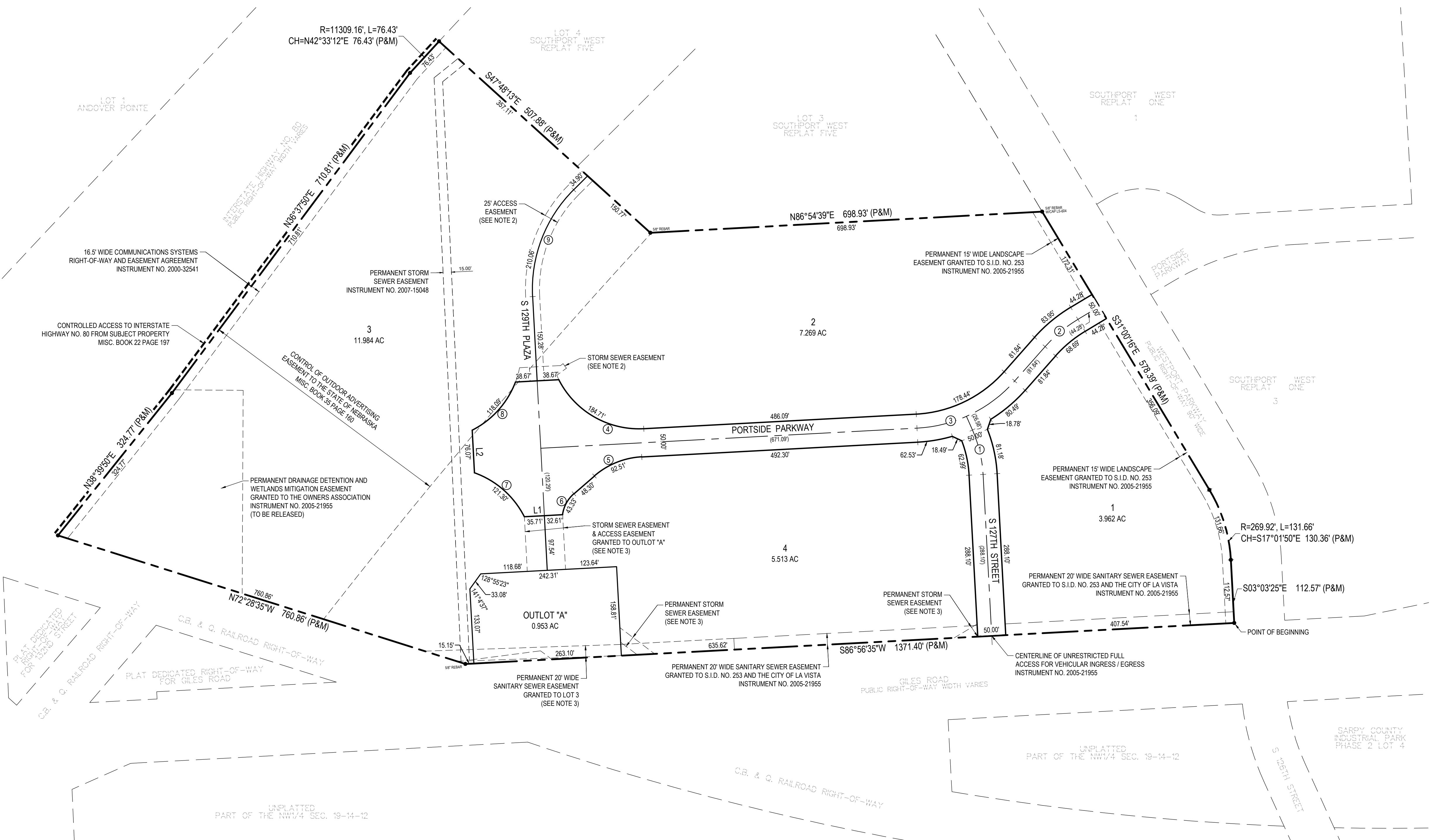
COUNTY SURVEYOR / ENGINEER

RIGHT OF WAY CURVE TABLE			
CURVE	RADIUS	LENGTH	CHORD BEARING
4	160.00'	184.71'	S59°59'07"E
5	140.00'	92.51'	S68°00'44"W
6	60.00'	43.33'	S28°23'28"W
7	160.00'	121.30'	N48°38'00"W
8	160.00'	118.09'	N41°56'35"E
			115.42'

CENTERLINE CURVE TABLE			
CURVE	RADIUS	LENGTH	TANGENT
1	225.00'	81.87'	41.39' 20°50'56"
2	250.00'	76.32'	38.46' 17°29'31"
3	250.00'	198.27'	104.68' 45°26'22"

RIGHT-OF-WAY LINE TABLE	
LINE	BEARING
L1	S86°56'35"W
L2	S3°03'25"E
	35.71'
	76.07'

LOT CURVE TABLE			
CURVE	RADIUS	LENGTH	CHORD BEARING
9	250.00'	210.66'	S21°00'50"W
			203.93'





September 11, 2025

Kyle Vohl
E & A Consulting Group, Inc.
10909 Mill Valley Rd, Suite 100
Omaha, NE 68154

RE: Planned Unit Development, Preliminary Plat, and Final Plat – Initial Review
Southport West Replat 10

Mr. Vohl,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance and Subdivision Regulations, the City has the following comments:

Planned Unit Development Site Plan Amendment:

1. Section 5.15.04.01 – Please submit a schedule of construction for further review.
2. Section 5.15.04.02 – If the development is proposed to be constructed in phases, assurances will need to be made at the onset regarding the public improvements and/or shared improvements as to ensure performance. Such assurances will be required through the subdivision agreement.
3. Section 5.15.04.02 – If the project is phased, the site will need to be accessible from public and/or private roads that are adequate to carry the traffic imposed on them and provide suitable emergency vehicle access in the interim until all phases have been completed.
4. Section 5.15.04.03 – Please provide the proposed financial disposition of the public improvements, including proposed bond, escrow, or other financial arrangements ensuring the design, construction and/or maintenance of the proposed public improvements in case of project abandonment.
5. Section 5.15.04.04 – The draft Traffic Impact Analysis is currently in review by the City's third-party reviewer. Additional comments may be forthcoming regarding this review.
6. Section 5.15.04.04 and 5.15.04.05 – Please elaborate on the connection of proposed Street A (as identified in the Street Profiles Exhibit) to Lot 3 Southport West Replat 5. It would appear that proposed Street A is to be considered a public road, however, traffic is being sent onto private property. This will likely be problematic with traffic flow, and with snow/ice maintenance of proposed Street A. Further discussion, in general, is necessary regarding whether the roads within the development remain private or are dedicated to the public.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 P
402.331.4375 F

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

Police
7701 S. 96th St.
402.331.1582 P
402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

7. Section 5.15.04.05 – The PUD Plan Set is being reviewed by the Papillion Fire Reviewer. Additional comments from that review may be forthcoming.
8. Section 5.15.04.06 – Please confirm if the entire area proposed for the Planned Unit Development is under single ownership.
9. Section 5.15.04.08 - Adequate parking shall be provided for each building and use. For the multi-family buildings, including the townhomes, this requirement is 1 stall per bedroom. The PUD site plan demonstrates the multi-family property meeting this requirement. Regarding Lots 1, 3, and 4 and the proposed commercial developments on those properties, the Southport West PUD Ordinance requires a ratio of 4.5 off-street parking spaces per 1,000 square feet of gross leasable floor area. The proposed development on Lot 1 does not meet this required minimum. However, Lots 3 and 4 have an excess of parking above this required minimum. In order to accommodate the required parking for Lot 1, staff propose a cross-parking and access easement over the commercial properties, which will satisfy the requirement through the PUD. Such additional parking on Lot 4 would need to be constructed along with the development on Lot 1 in order to supply the minimum parking required.
10. Section 5.15.04.10 – As depicted within Article 2 of the Zoning Ordinance, the property line along Westport Parkway is considered a Front Yard. Also, the northern lot line is considered a Side Yard. Setback deviations can be authorized as per Section 8B of the Southport West PUD Ordinance. However, allowances need to be requested with adequate reasoning and depicted within the PUD Site Plan map set.
11. Section 5.15.04.11 – Maximum lot coverage varies based on the proposed use (60% for commercial, 40% for residential). Please revise the site note on PUD Site Plan accordingly.
12. Section 5.15.04.13 – Please provide any provisions for the maintenance and care of common areas as are reasonably necessary to ensure the continuity, care, conservation and maintenance, and to ensure remedial measures will be available to City Council if said common areas fall into deterioration.
13. Section 5.15.04.16 and 5.15.05.02 Subsection 4 – Ensure pedestrian walkways for internal circulation and connections to the perimeter sidewalk are adequate. No sidewalk connections are depicted from the front doors of the townhomes to the sidewalks within the development. Likewise, connections from the apartment buildings to the sidewalks within the rest of the development lack sufficient connectivity. Additionally, a sidewalk connection from the development to the north lot line between the apartment buildings has been removed since the last preliminary version of this site plan. This connection needs to be added back in, in addition to the necessary internal sidewalk connectivity on Lot 2 for the multi-family and townhome development, and a central connection from the multi-family development to the commercial development to the south.
Pedestrian connectivity as a whole needs to be reviewed in relation to the policies set forth within the Comprehensive Plan, the 2022 Land Use Plan Update, and the Active Mobility Plan.
14. Section 5.15.04.18-22 – The City is considering amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines will be presented to the Planning Commission on September 18th for discussion purposes only.

The overall site and landscape plans are currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed.

However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

Separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. The PUD Landscape Plan will serve as a general plan for the overall site that will be refined through the design review process for each specific building.

15. Section 5.15.05.01 – Townhouses and multiple-family dwellings are not allowed within the underlying C-3 Highway Commercial/Office Park District. For the use to be allowed within the proposed area, an amendment to the Southport West PUD Ordinance will need to be prepared to allow for the uses. This amendment will need to be approved by the City Council prior to the approval of the PUD Site Plan Amendment, Preliminary Plat, or Final Plat. All staff recommendation reports will note this as a recommended contingency of any approval.

Staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A draft of these amendments will be provided when the proposed changes have been completed and reviewed internally.

16. Section 5.15.05.02 Subsection 2 – The proposed height of each structure needs to be provided on the site plan. Please be aware that developments on this property will require FAA approval prior to issuance of a building permit due to proximity to the Millard Airport.
17. Section 5.15.05.02 Subsection 3 – Although a dumpster enclosure is depicted for the development on Lot 1 Southport West Replat 10, no other dumpster enclosures are depicted within the PUD Site Plan map set. Please add sufficient enclosures to handle the waste anticipated. Additionally, please propose an alternative location for the dumpster enclosure on Lot 1 to ensure that it is not located along Westport Parkway.
18. General Comment - This development will abide by the Southport West PUD Ordinance (as revised) and the design guidelines adopted therein.
19. General Comment – Please provide proof of an agreement between the developer and the entertainment venue to be developed as shown on Lot 1.

Preliminary Plat:

- 1) Section 3.03.10 – Side and rear lot easement for Lots 1, 2, and 3 Southport West will need to be released prior to the recording of the final plat for Southport West Replat 10.
- 2) Section 3.03.10 – Confirm the uses and signage for the proposed Lot 3 Southport West Replat 10 do not conflict with the Control of Outdoor Advertising Easement to the State of Nebraska.
- 3) Section 3.03.10, Section 3.03.11 – As stated in your Engineer's Submittal Letter, confirm the Permanent Drainage and Wetlands Mitigation Easement in the southwest corner of Lot 3 Replat 10 can be released.

- 4) Section 3.03.10 - The intersection of proposed Street C and West Giles Road notes the Unrestricted Full Access Easement, which is proposed to be modified per the submitted draft Traffic Impact Analysis. This easement will need to be modified to state that access is to be limited.
- 5) Section 3.03.11 - Per the draft Drainage Report, the Applicant Engineer is to complete a full wetlands delineation. Please provide a copy of said delineation once completed.
- 6) Section 3.03.15 – Please provide itemized cost estimates for infrastructure improvements with proposed allocations for costs between sources of funding. Include a draft Subdivision Agreement with provisions of stormwater fees, sewer connections fees, and cost shares of public and/or private improvements. Staff will provide a template for this agreement.
- 7) Section 3.03.16 – Please provide a copy of the erosion control plan.
- 8) Section 3.03.19 – The Traffic Impact Analysis is being reviewed by the City's 3rd Party Reviewer. Additional comments from that review may be forthcoming.
- 9) Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSMP), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.
- 10) General – Street Profile Sheets – Please provide the design speed for the proposed Street Profiles.
- 11) Section 4.09 and Section 4.13 – Street Profile Sheet 1 of 3 – Proposed Street A appears to head into the private roadway in Lot 3 Southport West Replat 5. If proposed Street A is proposed as a public street, there will likely need to be a cul-de-sac or other means to ensure operations and maintenance, such as snow and ice removal, or other means to ensure safe, efficient, and legal means of maintenance.
- 12) Section 4.09 – Street Profile Sheet 1 of 3 – the west and south legs of the roundabout appear to transition from public right of way to the private lots with tight geometry that would make maintenance operations, such as snow and ice removal, prohibitive to the Public Works Department. The Subdivision Agreement will need to detail/delineate the maintenance limits of the City and the Applicant.
- 13) General – Street Profile Sheet 2 of 3 – Proposed Street A appears to have an approximately 20+ vertical feet of fill. Please provide the Geotechnical Report, inclusive of any settlement and/or surcharge recommendations.
- 14) General – Street Profile Sheet 2 of 3 – Proposed Street C shows an ultimate profile near STA18+32.00 of a potential fill of nearly 5.5 feet. Please provide the reference profile of West Giles Road to estimate said grade raise. In the ultimate profile, how will drainage and/or fill of approximately 5.5 feet be accounted for into the edge of ROW? Are retaining walls anticipated along Street A and/or West Giles Road?
- 15) General – Paving Exhibit Sheet – Please provide a typical cross section, inclusive of pavement thickness, cross slope, area of prepared subgrade, sidewalks, ROW lines, and/or any other pertinent information.
- 16) General, Paving Exhibit Sheet – Please provide design speed, geometry, details and/or other pertinent measurement details within the roundabout as to ascertain operational and maintenance characteristics of the roundabout.

- 17) Section 4.02 – Paving Exhibit Sheet – Per Section 4.24 of the Subdivision Regulations, Commercial land uses shall have an 8-inch minimum paving thickness.
- 18) Section 4.02 – Paving Exhibit Sheet – Confirm the 6" concrete apron thickness is consistent with Commercial land uses.
- 19) General – Paving Exhibit Sheet – Please provide signage/traffic control proposed in advance and/or within the roundabout.
- 20) General – Paving Exhibit Sheet – There appears to be a raised channelized median in the west leg of the proposed Street B and Westport Parkway intersection. Please provide striping, geometry, and/or measurements to ascertain the west leg of the intersection, and how it relates to the east leg of the intersection.
- 21) Section 3.07.07, Section 4.18, and Section 4.19 – Utilities Exhibit – Existing storm sewer and sanitary sewer in the vicinity and/or are proposed to be points of connection are not shown on the exhibit. Please include.
- 22) Section 4.18 – Utilities Exhibit, PCSMP Exhibit – PCSMP Draft Plan proposes three (3) Basin PCSMP BMPs that will likely act as regional detention for multiple lots. Please elaborate on the disposition of the basins, and who will be responsible for the upkeep and maintenance of the basins into perpetuity. These items, likely held as common area maintenance items, will need to be provisioned in the Subdivision Agreement.
- 23) Section 4.19 – Utilities Exhibit – The cross pipe to the north of the roundabout proposes a 36" RCP pipe, which likely means the proposed single on-grade inlet in each curb is not adequate in capacity.
- 24) Section 4.19 – Utilities Exhibit – The proposed sanitary sewer alignment, deflections, materials, slopes, and serviceability requirements will need to be consistent with the current edition of the City of Omaha Wastewater Collection Systems Design Manual.
- 25) Section 4.19 – Utilities Exhibit – Please elaborate on the disposition of the proposed sanitary sewer that connects Proposed Lot 3 to the existing sanitary sewer line that crosses under West Giles Road.
- 26) General Comment – Utilities Exhibit – Comments provided by OPPD:
 - a. Owner/developer to discuss with OPPD Utility Coordinator to understand the timeline and design on electrical backbone for the subdivision. No electrical utilities currently exist within lots of property. Please reach out to a Utility Coordinator prior to start of any construction to understand time it will take to install power for future buildings.
 - b. An OPPD 161kV transmission line runs E/W along W. Giles Rd Right-of-Way.
- 27) Section 5.05.04 – Fire Hydrant spacing appears to be greater than 450 feet. Please confirm that the hydrant placement is consistent with Metropolitan Utilities District and/or NFPA standards.
- 28) General Comment – PCSMP Exhibit – Dry Detention Basin General Notes – Note 1 – Makes reference to the City of Papillion.

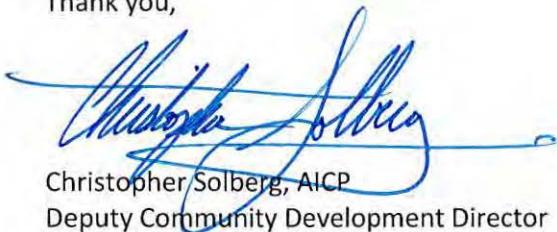
Final Plat:

- 1) The plat documents are being reviewed by the Sarpy County Surveyor's office. Additional comments from that review may be forthcoming.
- 2) Section 3.05.11– Please include a notarized dedication signed and acknowledged by all parties having titled interest in or lien upon the land to be subdivided, consenting to the final plat including dedication of parts of the land for streets, easements, and other purposes as per Section 10.01. If there are no mortgage holders, please provide a statement to that effect from a title company.
- 3) Section 3.05.18 – Please provide a block for the approval of the lending institutions per section 10.10, if applicable.
- 4) Section 3.05. – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

Please submit revised electronic copies of the PUD Site Plan map set, the plat, and related documents to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted in this review have been sufficiently addressed.

If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director

cc:

Kyle Haase, E & A Consulting Group, Inc.
Willie Douglas, Southport West 32 LLC
Bruce Fountain, Community Development Director
Pat Dowse, City Engineer
Tom McKeon, City Attorney

September 24, 2025

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

RE: Southport West Replat 10 – PUD Design Review Letter #1

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's submittal containing drawings received on 8/25/2025. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport West Design Guidelines.

General:

1. The following drawings were submitted:
 - a. 1 of 3 - PUD Site Plan
 - b. 2 of 3 - PUD Emergency Vehicle Plan
 - c. 3 of 3 - PUD Landscaping Plan
 - d. 1 of 1 – Grading Exhibit
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Drawings:

1. Landscaping
 - i. Landscaping along West Giles Road is missing tags for some of the landscaping shown.
 - ii. Berming is noted as part of enlarged details. Berming is required in this district but will be reviewed as part of the Design Review for each building project.
 - iii. Per 6.I.A, the portions of serpentine sidewalk along Westport Parkway that are within 6 feet of the curb are required to be at approximately 150-foot intervals. Please revise.
 - iv. Per 6.I.B, green spaces along Interstate I-80 and West Giles Road shall be bermed and landscaped per the City of LaVista's Gateway Corridor landscape requirements. The Gateway Corridor landscape requirements reference compliance with the City of LaVista Zoning Ordinance. Section 7.17.03.02 of the City of LaVista Zoning Ordinance requires one tree for every forty lineal feet. Tree Species shall be selected from Exhibit C of the Southport West Guidelines. Straight-line planting is not allowed as well. Please revise.
 - v. Plants D, E, F, H, J, K, and L are not approved for use in the Southport West Guidelines. All plant selections must be in compliance with Exhibit C.

PHONE 402.493.4800
FAX 402.493.7951

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

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals.

Please feel free to contact me regarding additional clarifications or questions.

(402) 431-6377 direct
dkerns@schemmer.com

Sincerely,

THE SCHEMMER ASSOCIATES, INC.



Dan Kerns, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Rd, Ste 100 | Omaha, NE 68154
402.895.4700
eacg.com

October 3, 2025

Chris Solberg, Deputy Director
City of La Vista, Nebraska
8116 Park View Boulevard
La Vista, NE 68128

RE: Southport West Replat 10 – Preliminary Plat, Final Plat, and PUD Amendment Resubmittal
E&A File: 2000.030.171

Dear Chris,

On behalf of our client, Southport West 32, LLC, we hereby submit the above referenced project. This submittal is in response to the September 11, 2025, City of La Vista Initial Review Letter. All documents included in this submittal are listed on the attached transmittal. Each of the comments are listed, with our response following it shown in *italics*.

Planned Unit Development Site Plan Amendment:

1. Section 5.15.04.01 – Please submit a schedule of construction for further review.

Response: Below is our proposed schedule of construction for the public infrastructure:

Mass Grading – Fall 2025 into Spring 2026 (Entire Site)

Sanitary – Spring 2026

Storm – Spring 2026

Paving – Summer 2026

Water and Gas - Fall 2026

Power – Fall 2026

2. Section 5.15.04.02 – If the development is proposed to be constructed in phases, assurances will need to be made at the onset regarding the public improvements and/or shared improvements as to ensure performance. Such assurances will be required through the subdivision agreement.

Response: Understood. The public improvements of the proposed development will be constructed in a single phase. We will work with the City staff regarding adding assurances in the subdivision agreement.

3. Section 5.15.04.02 – If the project is phased, the site will need to be accessible from public and/or private roads that are adequate to carry the traffic imposed on them and provide suitable emergency vehicle access until all phases have been completed.

Response: The public improvements of the proposed development will be constructed in a single phase.

4. Section 5.15.04.03 – Please provide the proposed financial disposition of the public improvements, including proposed bond, escrow, or other financial arrangements ensuring the design, construction and/or maintenance of the proposed public improvements in case of project abandonment.
Response: The project is being funded privately. We will work with City staff regarding an acceptable financial disposition such as a bond.
5. Section 5.15.04.04 – The draft Traffic Impact Analysis is currently in review by the City's third-party reviewer. Additional comments may be forthcoming regarding this review.
Response: The third-party comments on the Traffic Impact Analysis on September 23, 2025. Based on those comments, the TIA needs to include the latest data from the Metropolitan Area Planning Agency (MAPA). To our knowledge, the MAPA data will not be released until later this year, at which time E&A will provide an updated TIA.
6. Section 5.15.04.04 and 5.15.04.05 – Please elaborate on the connection of proposed Street A (as identified in the Street Profiles Exhibit) to Lot 3 Southport West Replat 5. It would appear that proposed Street A is to be considered a public road, however, traffic is being sent onto private property. This will likely be problematic with traffic flow, and with snow/ice maintenance of proposed Street A. Further discussion, in general, is necessary regarding whether the roads within the development remain private or are dedicated to the public.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

Response: The north leg of the roundabout connection to Lot 3 Southport West Replat 5 has been converted to a private access road. The development team will continue to work with City staff and the adjacent property owner regarding the connection and design elements.

7. Section 5.15.04.05 – The PUD Plan Set is being reviewed by the Papillion Fire Reviewer. Additional comments from that review may be forthcoming.
Response: Understood. We will review and update their comments once provided.
8. Section 5.15.04.06 – Please confirm if the entire area proposed for the Planned Unit Development is under single ownership.
Response: The PUD amendment related to Lots 1 through 3, Southport West, is owned by a single owner. The deed of the property has been provided with this submittal.
9. Section 5.15.04.08 – Adequate parking shall be provided for each building and use. For the multi-family buildings, including the townhomes, this requirement is 1 stall per bedroom. The PUD site plan demonstrates the multi-family property meeting this requirement. Regarding Lots 1, 3, and 4 and the proposed commercial developments on those properties, the Southport West PUD Ordinance requires a ratio of 4.5 off-street parking spaces per 1,000 square feet of gross leasable floor area. The proposed development in Lot 1 does not meet this required minimum. However, Lots 3 and 4 have an excess of parking above this required minimum. In order to accommodate the required parking for Lot 1, staff propose a cross-parking and access easement over the commercial properties, which will satisfy the requirement through the PUD. Such additional parking on Lot 4 would need to be constructed along the development on Lot 1 in order to supply the minimum parking required.
Response: A Cross Parking Easement note has been added to the Plat and the PUD Site Plan.

10. Section 5.15.04.10 – As depicted within Article 2 of the Zoning Ordinance, the property along Westport Parkway is considered a Front Yard. Also the northern lot line is considered a Side Yard. Setback deviations can be authorized as per Section 8B of the Southport West PUD Ordinance. However, allowances need to be requested with adequate reasoning and depicted within the PUD Site Plan map set.

Response: The setback notes have been updated on the PUD Site Plan, and a waiver is being requested to reduce the front yard setback along Westport Parkway. This reduction, for Lot One and the building's placement, is intended to improve pedestrian access to the building from both Portside Parkway and Westport Parkway.

11. Section 5.15.04.11 – Maximum lot coverage varies based on the proposed use (60% for commercial, 40% for residential). Please revise the site note on PUD Site Plan accordingly.

Response: The note has been added to the PUD Site Plan.

12. Section 5.15.04.13 – Please provide any provisions for the maintenance and care of common areas as are reasonably necessary to ensure the continuity, care, conservation, and maintenance, and to ensure remedial measures will be available to City Council if said common areas fall into deterioration.

Response: Understood. We will work with City staff regarding acceptable language to address maintenance and care of the common areas. The developer is planning to establish an Association for maintenance.

13. Section 5.15.04.16 and 5.15.05.02 Subsection 4 – Ensure pedestrian walkways for internal circulation and connections to the perimeter sidewalk are adequate. No sidewalk connections are depicted from the front doors of the townhomes to the sidewalks within the development. Likewise, connections from the apartment buildings to the sidewalks within the rest of the development lack sufficient connectivity. Additionally, a sidewalk connection from the development to the north lot line between the apartment buildings has been removed since the last preliminary version of this site plan. This connection needs to be added back in, in addition to the necessary internal sidewalk connectivity on Lot 2 for the multi-family and townhome development, and a central connection from the multi-family development to the commercial development to the south.

Pedestrian connectivity as a whole needs to be reviewed in relation to the policies set forth within the Comprehensive Plan, the 2022 Land Use Plan Update, and the Active Mobility Plan.

Response: Additional sidewalks and connectivity have been added to the PUD Site Plan.

14. Section 5.15.04.18-22 – The City is considering amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines will be presented to the Planning Commission on September 18th for discussion purposes only.

The overall site and landscape plans are currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed. However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

Separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. The PUD Landscape Plan will serve as a general plan for the overall site that will be refined through the design review process for each specific building.

Response: Understood. We received comments from Dan Kerns with Schemmer Associates, Inc. on September 24. Those comments and responses are listed at the end of this letter. (See Page 9)

15. Section 5.15.05.01 – Townhouses and multiple-family dwellings are not allowed within the underlying C-3 Highway Commercial/Office Park District. For the use to be allowed within the proposed area, an amendment to the Southport West PUD Ordinance will need to be prepared to allow for the uses. This amendment will need to be approved by the City Council prior to the approval of the PUD Site Plan Amendment, Preliminary Plat, or Final Plat. All staff recommendations reports will note this as a recommended contingency of any approval.

Staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A draft of these amendments will be provided when the proposed changes have been completed and reviewed internally.

Response: Understood.

16. Section 5.15.05.02 Subsection 2 – The proposed height of each structure needs to be provided on the site plan. Please be aware that developments on this property will require FAA approval prior to issuance of a building permit due to proximity to the Millard Airport.

Response: Understood. We are in the preliminary stages of coordination with the FAA. However, due to the federal shutdown, responses have been delayed. The building heights are included in the Site Plan table and also in the elevations.

17. Section 5.15.05.02 Subsection 3 – Although a dumpster enclosure is depicted for the development on Lot 1 Southport West Replat 10, no other dumpster enclosures are depicted within the PUD Site Plan map set. Please add sufficient enclosures to handle the waste anticipated. Additionally, please propose an alternative location for the dumpster enclosure on Lot 1 to ensure that it is not located along Westport Parkway.

Response: Dumpster locations for each lot have been provided on the PUD Site Plan, and the enclosure location has been moved on Lot 1 away from Westport Parkway.

18. General Comment – This development will abide by the Southport West PUD Ordinance (as revised) and the design guidelines adopted therein.

Response: Understood.

19. General Comment – Please provide proof of an agreement between the developer and the entertainment venue to be developed as shown on Lot 1.

Response: Included with this submittal is a copy of the agreement with the Lot 1 user.

Preliminary Plat:

1. Section 3.03.10 – Side and rear lot easement for Lots 1, 2, and 3 Southport West will need to be released prior to the recording of the final plat for Southport West Replat 10.

Response: Based on previous requests with the utility companies, each utility company will wait to release its rights until after Replat 10 has been filed with the County. We will work with each company to get their release as quickly as possible.

2. Section 3.03.10 – Confirm the uses and signage for the proposed Lot 3 Southport West Replat 10 do not conflict with the Control of Outdoor Advertising Easement to the State of Nebraska.

Response: The easement only restricts the usage of outdoor advertising signage. NDOT allows signage for specific users within the development. We will work with NDOT as specific user signage is developed.

3. Section 3.03.10, Section 3.03.11 – As stated in your Engineer's Submittal Letter, confirm the Permanent Drainage and Wetlands Mitigation Easement in the southwest corner of Lot 3 Replat 10 can be released.
- Response: We are working with the proper agencies to get formal confirmation. However, due to the Federal Government shutdown, receiving a response might be slightly delayed.*
4. Section 3.03.10 – The intersection of proposed Street C and West Giles Road notes the Unrestricted Full Access Easement, which is proposed to be modified per the submitted draft Traffic Impact Analysis. This easement will need to be modified to state that access is to be limited.
- Response: We will work with both the City of La Vista and Sarpy County regarding modifying the easement. The original easement dedication was only applied to the plat with no separate document recording or notice of who controls the restriction.*
5. Section 3.03.11 – Per the draft Drainage Report, the Applicant Engineer is to complete a full wetlands delineation. Please provide a copy of said delineation once completed.
- Response: Understood. We are working on completing a full wetlands delineation and will provide it once completed.*
6. Section 3.03.15 – Please provide itemized cost estimates for infrastructure improvements with proposed allocations for costs between sources of funding. Include a draft Subdivision Agreement with provisions of stormwater fees, sewer connections fees, and cost shares of public and/or private improvements. Staff will provide a template for this agreement.
- Response: Included with this submittal is a cost estimate for the infrastructure improvements.*
7. Section 3.03.16 – Please provide a copy of the erosion control plan.
- Response: Included with the resubmittal is the erosion control plan.*
8. Section 3.03.19 – The Traffic Impact Analysis is being reviewed by the City's 3rd Party Reviewer. Additional comments from that review may be forthcoming.
- Response: The third-party comments on the Traffic Impact Analysis on September 23, 2025. Based on those comments, the TIA needs to include the latest data from the Metropolitan Area Planning Agency (MAPA). To our knowledge, the MAPA data will not be released until later this year, at which time E&A will provide an updated TIA.*
9. Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSM), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.
- Response: Understood. A maintenance agreement will be recorded as soon as the PCMSMP has been approved by the City and the plat has been recorded.*
10. General – Street Profile Sheets – Please provide the design speed for the proposed Street Profiles.
- Response: The profiles have been updated to include the design speed.*
11. Section 4.09 and Section 4.13 – Street Profile Sheet 1 of 3 – Proposed Street A appears to head into a private roadway in Lot 3 Southport West Replat 5. If proposed Street A is proposed as a public street, there will likely need to be a cul-de-sac or other means to ensure operations and maintenance, such as snow and ice removal, or other means to ensure safe, efficient, and legal means of maintenance.
- Response: The north leg of the roundabout has been converted to a private drive. In its place is an access easement reserved for the adjacent lots and Lot 3, Southport West Replat 5.*

12. Section 4.09 – Street Profile Sheet 1 of 3 – the west and south legs of the roundabout appear to transition for public right of way to the private lots with tight geometry that would make maintenance operations, such as snow and ice removal, prohibitive to the Public Works Department. The Subdivision Agreement will need to detail/delineate the maintenance limits of the City and the Applicant.

Response: A Roundabout Exhibit has been included with this submittal.

13. General – Street Profile Sheet 2 of 3 – Proposed Street A appears to have an approximately 20+ vertical feet of fill. Please provide the Geotechnical Report, inclusive of any settlement and/or surcharge recommendations.

Response: The Geotechnical Report will be completed before mass grading and the design of the public improvements.

14. General – Street Profile Sheet 2 of 3 – Proposed Street C shows an ultimate profile near STA18+32.00 of a potential fill of nearly 5.5 feet. Please provide the reference profile of West Giles Road to estimate said grade raise. In the ultimate profile, how will drainage and/or fill of approximately 5.5 be accounted for into the edge of ROW? Are retaining walls anticipated along Street A and/or West Giles Road?

Response: Giles Road Ultimate Plan and Profile has been provided with this submittal. This development sits higher than the existing Giles Road. We do not anticipate the need for retaining walls.

15. General – Paving Exhibit Sheet – Please provide a typical cross section, inclusive of pavement thickness, cross slope, area of prepared subgrade, sidewalks, ROW lines, and/or any other pertinent information.

Response: 25' Street and ROW typical section has been added to the Paving Exhibit.

16. General, Paving Exhibit Sheet – Please provide design speed, geometry, details and or other pertinent measurement details within the roundabout as to ascertain operational and maintenance characteristics of the roundabout.

Response: A Roundabout Exhibit has been provided with this submittal.

17. Section 4.02 – Paving Exhibit Sheet – Per Section 4.24 of the Subdivision Regulations, Commercial land uses shall have an 8-inch minimum paving thickness.

Response: Paving thickness has been updated.

18. Section 4.02 – Paving Exhibit Sheet – Confirm the 6" concrete apron thickness is consistent with Commercial land uses.

Response: Concrete apron thickness has been updated to 8" to match the roundabout paving thickness.

19. General – Paving Exhibit Sheet – Please provide signage/traffic control proposed in advance and/or within the roundabout.

Response: Roundabout signage has been included on the Roundabout Exhibit.

20. General – Paving Exhibit Sheet – There appears to be a raised channelized median in the west leg of the proposed Street B and Westport Parkway intersection. Please provide striping, geometry, and/or measurements to ascertain the west leg of the intersection, and how it relates to the east leg of the intersection.

Response: The median has been eliminated.

21. Section 3.07.07, Section 4.18, and Section 4.19 – Utilities Exhibit – Existing storm sewer and sanitary sewer in the vicinity and/or are proposed to be points of connection are not shown on the exhibit. Please include.

Response: Existing infrastructure adjacent to the project is shown.

22. Section 4.18 – Utilities Exhibit, PCSMP Exhibit – PCSMP Draft Plan proposes three (3) Basin PCSMP BMPs that will likely act as regional detention for multiple lots. Please elaborate on the disposition of the basins, and who will be responsible for the upkeep and maintenance of the basins into perpetuity. These items, likely held as common area maintenance items, will need to be provisioned in the Subdivision Agreement.

Response: Lots 1 and 3 will be served by a private basin shown on the exhibits. These basins will be designed with the site improvement plans and will be maintained by the property owner. Lots 2, 4, and the public right-of-way will be served by the basin located in Outlot A.

23. Section 4.19 – Utilities Exhibit – The cross pipe to the north of the roundabout proposes a 36" RCP pipe, which likely means the proposed single on-grade inlet in each curb is not adequate in capacity.

Response: This storm sewer was sized to take runoff from the apartments in addition to the runoff in S 129th Plaza. The 36" sizing is being driven by the apartments and not the runoff in the street.

24. Section 4.19 – Utilities Exhibit – The proposed sanitary sewer alignment, deflections, materials, slopes, and serviceability requirements will need to be consistent with the current edition of the City of Omaha Wastewater Collection Systems Design Manual.

Response: Understood.

25. Section 4.19 – Utilities Exhibit – Please elaborate on the disposition of the proposed sanitary sewer that connects Proposed Lot 3 to the existing sanitary sewer line that crosses under West Giles Road.

Response: This sewer line is needed to serve Lot 3. Due to the grades on site, the sewer in Portside Parkway will be too high to effectively serve Lot 3.

26. General Comment – Utilities Exhibit – Comments provided by OPPD:

- a. Owner/developer to discuss with OPPD Utility Coordinator to understand the timeline and design on electrical backbone for the subdivision. No electrical utilities currently exist within lots of property. Please reach out to a Utility Coordinator prior to start of any construction to understand time it will take to install power for future buildings.
- b. An OPPD 161kV transmission line runs E/W along W. Giles Rd Right-of-Way.

Response: Understood. We will coordinate with OPPD regarding the construction timeline.

27. Section 5.05.04 – Fire Hydrant spacing appears to be greater than 450 feet. Please confirm that the hydrant placement is consistent with Metropolitan Utilities District and/or NFPA standards.

Response: Fire hydrant spacing has been updated and we will continue to coordinate with MUD regarding the design.

28. General Comment – PCSMP Exhibit – Dry Detention Basin General Notes – Note 1 – Makes reference to the City of Papillion.

Response: Note 1 updated on the exhibit.

Final Plat:

1. The plat documents are being reviewed by the Sarpy County Surveyor's office. Additional comments from that review may be forthcoming.
Response: The final plat has been updated to reflect the comments provided by the Sarpy County Surveyor. We will continue to work with the County Surveyor to address any additional comments he may have.
2. Section 3.05.11 – Please include a notarized dedication signed and acknowledged by all parties having titled interest in or lien upon the land to be subdivided, consenting to the final plat including dedication of parts of the land for streets, easements, and other purposes as per Section 10.01. If there are no mortgage holders, please provide a statement to that effect from a title company.
Response: To our knowledge, there are no mortgage holders on the property. We are working with a title company to provide a statement. Once received, we will provide.
3. Section 3.05.018 – Please provide a block for the approval of the lending institutions per section 10.10, if applicable.
Response: Understood.
4. Section 3.05 – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.
Response: The applicant is working on a draft covenants of the development. Once the draft document is completed, we will provide a copy to the City for their review.

E&A also received a letter dated September 24, 2025, from Dan Kerns with Schemmer Associates, Inc. This letter provided recommendations and corrections with regard to the Design Review Submission. Each of the comments are listed, with our response following it shown in *italics*.

General:

1. The following drawings were submitted:
 - a. 1 of 3 – PUD Site Plan
 - b. 2 of 3 – PUD Emergency Vehicle Plan
 - c. 3 of 3 – PUD Landscaping Plan
 - d. 1 of 1 – Grading Exhibit

Response: Understood.

2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.

Response: Understood.

Drawings:

1. Landscaping

- i. Landscaping shown along West Giles Road is missing tags for some of the landscaping shown.

Response: Understood. Additional notes have been added to the Landscape Plan referencing the streetscape details. Those details have all tags included.

- ii. Bering is noted as part of enlarged details. Bering is required in this district but will be reviewed as part of the Design Review for each building project.

Response: Understood.

- iii. Per 6.I.A., the portions of serpentine sidewalk along Westport Parkway that are within 6 feet of the curb are required to be at approximately 150-foot intervals. Please revise.

Response: The sidewalk along Westport Parkway has been revised and additional landscaping included in those areas.

- iv. Per 6.I.B, green spaces along Interstate I-80 and West Giles Road shall be bermed and landscaped per the City of LaVista's Gateway Corridor landscape requirements. The Gateway Corridor landscape requirements reference compliance with the City of LaVista Zoning Ordinance. Section 7.17.03.02 of the LaVista Zoning Ordinance requires one tree for every forty lineal feet. Tree Species shall be selected from Exhibit C of the Southport West Guidelines. Straight-line planting is not allowed as well. Please revise.

Response: Understood. Due to an existing utility easement along I-80, some berming and tree planting may have some limitations. We will continue to work with City staff to come to an agreeable solution regarding meeting Section 7.17.03.02.

- v. Plants D, E, F, H, J, and L are not approved for use in the Southport West Guidelines. All plant selections must be in compliance with Exhibit C.

Response: Understood. The updated plant selections have been revised to meet the Southport West Guidelines.

If you have any questions regarding the application, please contact me at 402-895-4700.

Sincerely,
E & A Consulting Group, Inc.



Jeff Stoll,
Platting Services Assistant Manager

(This is a legally binding contract. If not understood, seek legal advice.)

UNIFORM COMMERCIAL PURCHASE AGREEMENT

NAI NP Dodge

August 8, 2025

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

- 1. Address:** A to-be-assigned address on a new parcel of land to be platted from a replat of Lots 1, 2 and 3, Southport West, La Vista, Nebraska.
- 2. Property Description:** An approximately 173,151 sq. ft. (3.975 acres) parcel of land which includes all of Lot 2, Southport West (approximately 2.281 acres), a large portion of Lot 3, Southport West, and a small portion of Lot 1, Southport West, La Vista, Nebraska as illustrated on **Exhibit "A"** and defined within this Purchase Agreement ("Property"). Complete legal description to be on the revised title commitment before closing and the administrative lot split or replat.
- 3. Personal Property:** The only personal property included is as follows: None.
- 4. Conveyance:** Seller represents that it has good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed only free and clear of all liens, encumbrances or special taxes levied or assessed, except none, subject to all building and use restrictions, utility easements and covenants of record at closing.
- 5. Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
- 6. Purchase Price:** Buyer agrees to pay **[REDACTED]** on the following terms: **[REDACTED] ("deposit")** to be deposited directly at TitleCore National, 8701 West Dodge Road, Suite 150, Omaha, NE 68114, Attn: Beth Bucklin, (402) 934-4174 ("Escrow Agent") within three (3) business days after Seller's acceptance of this Purchase Agreement. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller shall, as its only option and remedy, retain the Deposit as liquidated damages for failure to carry out the agreement of sale. Balance to be paid in immediately available funds at closing of the sale.
- 7. Urban Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of closing, and all prior years' taxes, interest, and other charges, if any, will be paid by Seller.
- 8. Conveyance of Title and Closing:** Escrow Agent shall furnish a current title insurance commitment ("Commitment") to Buyer within thirty (30) days following the date this Agreement is fully executed ("Effective Date"). Within thirty (30) days following delivery of the Commitment, Buyer shall notify Seller of any objections to any conditions or title defects ("Defects") in the Commitment. If Defects are timely identified, Seller shall have the option to cure such Defects within thirty (30) days following Buyer's notice ("Cure Period"). If Defects are not cured, or are not in process of being cured in a reasonable timeframe, Buyer may rescind this agreement and the Deposit shall be refunded, or Buyer may accept such Defects as permitted encumbrances. The parties acknowledge the parcel of land which will become the Property is subject to a future recorded replat of the parcels included in Section 1 above; therefore, Buyer reserves the right to submit objections to an updated version of the Commitment after the replat is recorded so long as such objections are submitted within ten (10) days after receipt of such Commitment and Seller shall have the option to cure such Defects within thirty (30) days following Buyer's notice ("Final Cure Period"). Approximate closing date ("Closing Date" or "Closing") to be a mutually agreeable date but no later than ten (10) days after all Seller's Improvements are completed (defined below in Section 10 below), subject to Section 9 below. However, If Seller's Improvements are not completed on or before December 15, 2025, Buyer shall have the option to delay Closing to a mutually-agreeable date but in no event shall such Closing Date be later than the latter of (a) April 25, 2026 or (b) ten (10) days after all Seller's Improvements are completed. Possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller.
- 9. Zoning & Use:** The parties acknowledge Buyer's intended use of the Property is a Slick City franchise location which qualifies as "indoor recreation" or other use assigned by the City of La Vista which will likely require an amendment to the current Planned Unit Development ("P.U.D.") for Southport West from the City of La Vista Planning Department ("City Planning"). Within ten (10) business days after the Effective Date, Seller shall contact City Planning and determine the necessary process to amend the P.U.D. for the intended use of the Property. If rezoning, zoning amendment and/or a conditional use permit ("C.U.P.") is required (collectively, "Zoning"), in a expeditious manner, Buyer shall assist Seller with any applications and documents requested by City Planning or Seller. If the required Zoning and recorded plat including the lot for the Property are not obtained prior to the Closing Date in accordance with this Agreement, the Closing Date shall be extended to a mutually agreeable date but no later than ten (10) business days after all of the following three (3) items are completed: (1) City Planning has approved and recorded the required Zoning and (2) the recordation of the Amended P.U.D. and (3) the plat which includes the Property is recorded as a separate lot. If such Zoning has not been obtained within one hundred eighty (180) days after the Effective Date, Buyer may cause this Purchase Agreement to be terminated and of no effect at any time thereafter upon delivering written notice to Seller and Escrow Agent and the Deposit shall be immediately be returned to Buyer. This paragraph shall survive Closing.
- 10. Amendment to P.U.D., Replat, Survey and Seller's Improvements:** The parties shall work together expeditiously in order to obtain an Amendment to the current P.U.D. and administrative lot split or replat, whichever is necessary, in order to create the parcel as illustrated on Exhibit "A." The parties shall mutually agree in writing on the final dimensions, location and size of the Property prior to the plat being approved and recorded. Should the ultimate size of the Property materially changes, which is not expected, the parties shall work together to consider a reasonable corresponding adjustment of the Purchase Price. Seller shall be responsible for all costs related to the Zoning, P.U.D. amendment and replatting. The cost of an ALTA Survey in the names of both Buyer and Seller shall be split equally between Buyer and Seller, cost to Buyer not to exceed \$5,000. The ALTA Survey shall be completed as soon as practical along with the administrative lot split or replat. Seller shall be responsible for all costs associated with the design, engineering, installation and completion of the streets, storm and sanitary sewer and all utilities (water, sewer, electrical and gas) to the property line, street lighting and other required improvements in accordance with the standards stipulated by the Southport West Architectural Design Site Guidelines, the City of La Vista and Sarpy County ("Seller's Improvements"). Seller shall work diligently in completing all of Seller's Improvements which shall be completed prior to the Closing Date. Notwithstanding the foregoing

and at Buyer's sole option upon its written notice to Seller and Escrow Agent, Buyer may elect to set a Closing Date prior to the completion of Seller's Improvements in order to start construction of Buyer's improvements. If Buyer delivers such notice, the Escrow Agent shall hold back an amount of \$100,000.00 of Seller's proceeds through an escrow agreement agreeable to both parties until the Seller's Improvements are completed as evidenced by Seller's written notice to the Escrow Agent and the parties. Should Seller's Improvements not be completed within ninety (90) days after the Closing Date ("Seller's Improvements Deadline"), Escrow Agent shall deliver Ten Thousand and No/100 Dollars (\$10,000.00) out of such escrow amount directly to Buyer as a penalty for Seller's nonperformance ("Improvements Delay Penalty") starting thirty (30) days after Seller's Improvements Deadline and after each additional thirty (30) day period until the Seller's Improvements are completed. Seller shall provide access to the Property from Westport Parkway and/or the new roads upon the Closing Date for Buyer's commencement of grading, installation of its building foundation etc. Seller shall provide temporary electrical service to the Property at a mutually agreeable location if permanent electrical service is not completed to the Property when necessary for construction of Buyer's Improvements. Notwithstanding the foregoing, if an early Closing Date is elected by Buyer, and due to weather, time of year or anticipated City approval or utility timing a 90-day completion timeframe is not reasonably achievable, Buyer and Seller shall mutually agree in writing on a reasonable Seller's Improvement Deadline in light of such circumstances. This paragraph shall survive Closing.

11. Documents: Within five (5) business days following the Effective Date, Seller or its agent shall deliver to Buyer a copy of all documents in Seller's possession or control that would help Buyer in its review of the Property, including but not limited to, inspection reports, surveys, operating statements, leases and environmental reports.

12. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

13. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the Seller.

14. Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance and any other necessary coverages upon commencement of its improvements to the Property.

15. Condition of Property: Seller represents to the best of the Seller's knowledge, information and belief, there are no latent defects in the property. Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in working condition until delivery of possession.

16. Environmental: Seller represents to the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

17. Inspection: Buyer shall, at its expense and not later than one hundred twenty (120) days after the Effective Date, obtain any and all inspections and reports it may deem necessary or desirable ("Inspection Period"), including, but not limited to, an inspection by one or more qualified experts relating to:

1. Obtaining an amendment to the current Planned Unit Development (P.U.D.) for Buyer's intended use;
2. Review of the Southport West Landowners Association bylaws, as amended;
3. Architectural Design and Site Guidelines for the Southport West Development;
4. Approval from the Southport West Architectural Review Committee;
5. Confirmation the road on the west side of the Property with access to the Property and West Giles Road has been approved by the City of La Vista and all governing bodies.
6. Analysis of the Property to be converted for Buyer's intended use; and
7. The easements, covenants and restrictions which are of record.

To the extent any such items related to necessary governmental approvals cannot be obtained during the Inspection Period, in Inspection Period may be extended for a mutually agreeable reasonable time period for those remaining governmental approval items only. In the event that any such inspections or reports reveal defects which the Buyer deems in its sole judgment and discretion to be unsatisfactory, or if in its sole judgment and discretion it is determined that the cost of remedying any such defects exceeds the amounts reasonably to be anticipated which are of such magnitude that the purchase is no longer financially feasible or desirable to the Buyer, then the Buyer shall give notice of same, in writing, to the Seller on or before the expiration of the Inspection Period and this Agreement shall be null and void and of no legal effect, and the Deposit will promptly be refunded.

18. Assignment of Warranties: Seller agrees to assign all guarantees and warranties in its possession including, but not limited to, roof, and HVAC systems, to Buyer at no cost at closing.

19. Assignment of the Purchase Agreement: Buyer may not assign or transfer all or any portion of its interests, rights or obligations under this Agreement to any other individual, entity or person without the prior written consent thereto by Seller. However, Buyer may, without the consent of Seller, (i) designate one or more affiliates as its nominee or designee to accept title to the Property or portions thereof, or (ii) assign its rights under this Agreement to one or more affiliates of Buyer or an entity formed by the principals of Buyer for the purpose of owning and developing the Property. No assignment by Buyer of its rights under this Agreement shall relieve Buyer of its obligations under this Agreement. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in any such amendment.

20. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before Wednesday, August 13, 2025, at 5:00 o'clock P.M. CST.

21. Agency: The real estate agents involved in this transaction are:

Trenton B. Magid of NA! NP Dodge is agent for Buyer.
William J. Douglas of Berkshire Hathaway Homeservices is agent for Seller.

22. Broker Compensation: Seller agrees to pay a commission equal to three percent (3.0%) of the Purchase Price at Closing to NAI NP Dodge.

23. License Disclosure: The parties acknowledge William J. Douglas and other members of Southport West 32 LLC, the Seller entity, have Nebraska real estate license

24. Electronic Signatures & Counterpart: This Purchase Agreement may be executed with electronic signatures and/or by e-mail as well as by identical counterparts and will be deemed to be an original and binding on both parties.

25. Time of Essence. The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

26. 1031 Exchange Cooperation Provision: Each party acknowledges that the other party may buy, sell, and/or exchange the real estate in like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 and the Regulations issued there under. The non-exchanging party shall cooperate with exchanging party in effectuating such exchange, provided the same is at no cost, expense or liability to the non-exchanging party. The exchanging party shall be entitled to assign its rights under this Agreement to a "qualified intermediary" which assignment shall not relieve the exchanging party of its obligations under this Agreement.

27. Development Monument Signage: The parties acknowledge Seller is currently the owner of approximately 32 acres of land which includes Lots 1, 2 and 3, Southport West, La Vista, Nebraska ("Development Area") and Seller, as the master developer, is in the process of creating a mixed-use development. If Seller or its related entity installs a monument or other sign for the Development Area near Interstate 80, Buyer and its successors shall be allowed a portion of such sign on all sides (if it has signage on multiple sides) if the sign has static panels on it. If the sign also has video board(s), Buyer or its successors shall be allowed to have its signage as part of the rotation of signs of users within the Development Area. Seller shall determine the sign specifications, location and the actual costs associated with the construction, installation, maintenance and operation of the sign. Once the estimated costs of the signage are delivered to Buyer, unless Buyer opts to not be part of such signage in writing to Seller within fourteen (14) days of receipt, Buyer or its successors shall participate in such costs based on a predetermined percentage of Buyer's signage time based on a mutually-agreeable written agreement between the parties. The Section shall survive Closing.

Buyer:

Smart Slides Omaha LLC, a North Dakota limited liability company or Assigns

By: 
Daniel Bryant
Managing Member

ADDRESS: 1102 76th Avenue S, Fargo, ND 58104-8030

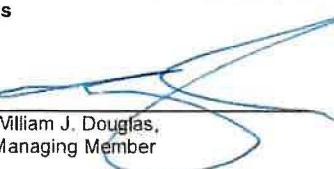
ACCEPTANCE

 AUGUST 11th, 2025

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

Seller:

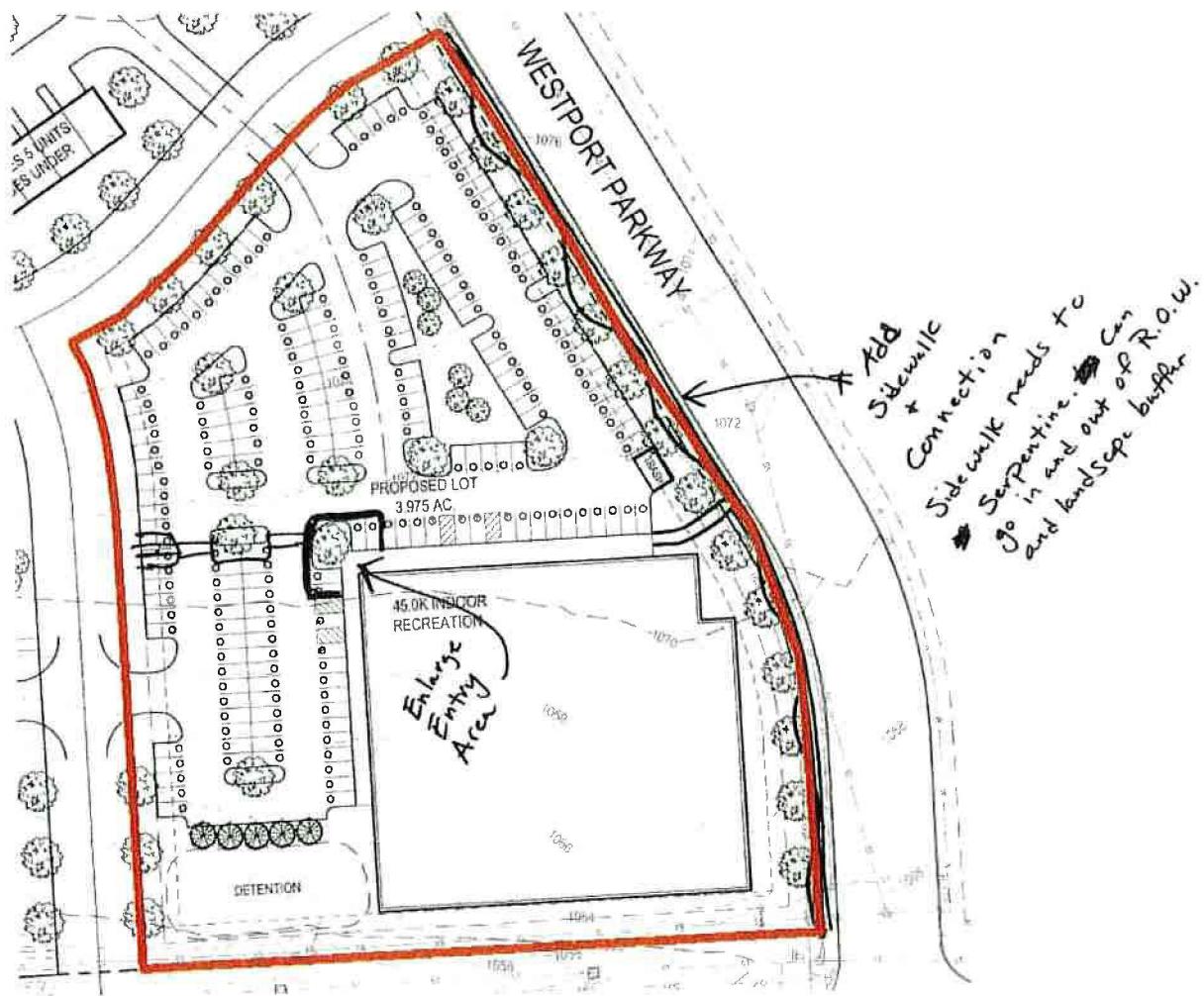
Southport West 32 LLC, a Nebraska limited liability company or Assigns

By: 
William J. Douglas,
Managing Member

ADDRESS: 21008 Cumberland Drive, Suite 106, Elkhorn NE 68022

EXHIBIT "A"

THE PROPERTY



NOTE: This Exhibit illustrates the location and size of the Property only and not the building and improvements. However, the final dimensions of the Property will be in accordance with the terms of this Purchase Agreement.



November 4, 2025

Kyle Vohl
E & A Consulting Group, Inc.
10909 Mill Valley Rd, Suite 100
Omaha, NE 68154

RE: Planned Unit Development, Preliminary Plat, and Final Plat – 2nd Review
Southport West Replat 10

Mr. Vohl,

We have reviewed the revised documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance and Subdivision Regulations, the City has provided additional comments noted within this letter. Please note that the format of this letter is based on the response letter provided within the resubmittal dated October 3, 2025.

Planned Unit Development Site Plan Amendment:

1. With the anticipated timeline for the PUD approval possibly culminating with a final approval sometime in January, please adjust the construction timeline accordingly. Also, please add general timelines for the construction of the developments on Lots 1 and 2.
2. Acknowledged.
3. Acknowledged.
4. Acknowledged.
5. City will await the updated TIA after the release of the updated MAPA data. The review will need to be completed prior to review by Planning Commission.
6. The Paving Exhibit Sheet appears to show the typical sections of S 127th St and Portside Parkway (50' wide ROW, 5' sidewalks 6.5' behind curb on both sides). Please show the typical cross-section of S 129th Plaza as to convey the side slopes/benches outside of the back of curb on both sides.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

7. The Papillion Fire Reviewer requests the addition of fire hydrants to the PUD plan set to complete her review of the documents.
8. Acknowledged.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 P
402.331.4375 F

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

Police
7701 S. 96th St.
402.331.1582 P
402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

9. Acknowledged.
10. Acknowledged.
11. Acknowledged.
12. Details regarding the maintenance of the proposed roundabout will need to be provided within the Subdivision Agreement. City crews will need to be able to provide maintenance operations in a safe and efficient manner, and therefore, a portion of the roundabout within right-of-way will need to be maintained by the applicant. Review and approval of the provisions within the subdivision agreement will need to be completed prior to approval of the agreement by City Council.
13. It appears that the western sidewalk connection to the property to the north lines up with an existing trash enclosure. Additionally, consideration needs to be made for sidewalk connections across Portside Parkway between S 127th Street and S 129th Plaza. Staff recommends a mid-block connection that avoids vehicle turning movements and provides a safe route for pedestrians to navigate from the multi-family development to the commercial development. Please investigate if a mid-block crossing can be designed to MUTCD standards and included.
14. The City is finalizing amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines was recently presented to the Planning Commission and City Council for discussion purposes. Both the Commission and the Council noted a need for access to recreational amenities if the City were to allow residential uses in Southport West. The revised PUD plan set is currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the review of the most recent plan set has been completed. However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting. As noted previously, separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. Please note that the PUD plan set is currently being reviewed against the existing design guidelines. Changes may be needed at the building phase due to the changes in the Southport West Design Guidelines as adopted through this process.
15. As noted in the previous review letter, staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A final version of these amendments will be provided in the near future.
16. The PUD plan set now depicts structure heights for each parcel in a tabular format. However, the heights of the two different structure types on the proposed Lot 2 of the development should be broken out separately.
17. Acknowledged.
18. No response necessary.
19. Received.

Preliminary Plat:

1. Acknowledged. Preference is to have existing easements released concurrent with the time of replatting in order to ensure there are no encumbrance issues on the replatted lots.
2. Acknowledged. Understanding further coordinating with the NDOT is ongoing.
3. Acknowledged. USACE coordination is likely disrupted due to the ongoing federal lapse in funding appropriations. The review will need to be completed prior to review by Planning Commission.
4. Acknowledged. City is anticipating further coordination/work to modify the access to ¾. The review will need to be completed prior to review by Planning Commission. Proposed interim improvements will need to be proposed.
5. Acknowledged. Wetlands Delineation to be submitted by the applicant at a future date. The review will need to be completed prior to City Council review.
6. City Staff is awaiting the draft Subdivision Agreement from the applicant. The review will need to be completed prior to review by City Council.
7. Please confirm erosion control measures are adequate for a site of this magnitude. Additional BMPs may be warranted to ensure silt remains onsite.
8. Acknowledged. City will await updated TIA after release of updated MAPA data. Review will need to be completed prior to review by Planning Commission.
9. Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSMP), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.
10. Please include posted speed limit (assumed to be 25 MPH).
11. Details regarding the maintenance of the proposed roundabout will need to be provided within the Subdivision Agreement. City crews will need to be able to provide maintenance operations in a safe and efficient manner, and therefore, a portion of the roundabout within right-of-way will need to be maintained by the applicant. Review and approval of the provisions within the subdivision agreement will need to be completed prior to review of the agreement by City Council.
12. Acknowledged.
13. Acknowledged. Review of the Geotechnical Report will need to be completed prior to the issuance of a grading permit and/or construction of public improvements.
14. Acknowledged.
15. Please provide a cross-section of the private, S 129th Plaza. The cross-section shows the typical through proposed ROW portion of the project, assumed to be S 127th Street and/or Portside Plaza. The review will need to be completed prior to review by Planning Commission.
16. City Staff are awaiting the draft Subdivision Agreement from the applicant. The review will need to be completed prior to review by City Council.
17. Correction noted.

18. Acknowledged.
19. Please provide all applicable proposed traffic control devices and/or striping with the roadway network. Please confirm the roundabout signage is consistent with the current addition of the MUTCD. The review will need to be completed prior to review by Planning Commission.
20. Acknowledged.
21. Please provide clearly labeled existing utility information, inclusive of sanitary sewers, storm sewers, and/or other private utilities as necessary to ensure proper deposition of the proposed utilities within the plat. Also, confirm stormwater ditch conveyances along the south end of the project.
22. Please confirm the maintenance responsibilities of the basin located in proposed Outlot A.
23. Acknowledged.
24. No response necessary.
25. Acknowledged.
26. No response necessary.
27. Acknowledged. Hydrant spacing, disposition, and applicable performance provisions will need to be confirmed prior to the issuance of a building permit.
28. Correction noted.

Final Plat:

1. The Sarpy County Surveyor's office has notified the City that they have no further comments.
2. Acknowledged. Please provide Title Search once completed. Documents will need to be reviewed prior to review by the Planning Commission.
3. The block for the approval of lending institutions per Section 10.10 has not been added.
4. Section 3.05. – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

General:

Please note that the subdivision agreement for the proposed development will provide statements that require the issuance of a building permit for the proposed entertainment venue prior to the issuance of building permits related to the multi-family development.

Please submit revised electronic copies (paper copies are not necessary) of the PUD Site Plan map set, the plat, and related documents to the City for further review. A timeline for review by the Planning Commission and City Council will be determined based on the timing of the resubmittal and the extent to which the issues noted in this review have been sufficiently addressed.

If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director

cc:

Kyle Haase, E & A Consulting Group, Inc.
Willie Douglas, Southport West 32 LLC
Bruce Fountain, Community Development Director
Pat Dowse, City Engineer
Tom McKeon, City Attorney

November 11, 2025

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

RE: Southport West Replat 10 – PUD Design Review Letter #2

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's resubmittal containing drawings received on 10/21/2025. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport West Design Guidelines.

General:

1. The following drawings were submitted:
 - a. 1 of 3 - PUD Site Plan
 - b. 2 of 3 - PUD Emergency Vehicle Plan
 - c. 3 of 3 - PUD Landscaping Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.
3. Berming is noted as part of enlarged details. Berming is required in this district but will be reviewed as part of the Design Review for each building project.

Drawings:

1. Landscaping
 - a. Trees are not shown on the Landscape Plan along I-80 but the Exterior Property Line Plantings Detail indicates trees. Trees are required along the I-80. Please revise the Landscape Plan to add these trees.
 - b. Per 6.I.B, green spaces along Interstate I-80 and West Giles Road shall be bermed and landscaped per the City of LaVista's Gateway Corridor landscape requirements. The Gateway Corridor landscape requirements reference compliance with the City of LaVista Zoning Ordinance. Section 7.17.03.02 of the City of LaVista Zoning Ordinance requires one tree for every forty lineal feet. Giles Road has 2,133 lineal feet of frontage and 54 trees are required. I-80 has 1,112 lineal feet of frontage and 28 trees are required. Tree Species shall be selected from Exhibit C of the Southport West Guidelines. Please revise.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals.

Dan Kermes, AIA, NCARB
Principal
Executive Manager, Architecture
Commercial Market Leader
Sincerely,



THE SCHEMMER ASSOCIATES, INC.

Sincerely,

dkermes@schemmer.com
(402) 431-6377 direct

Please feel free to contact me regarding additional clarifications or questions.



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Rd, Ste 100 | Omaha, NE 68154
402.895.4700
eacg.com

December 2, 2025

Chris Solberg, Deputy Director
City of La Vista, Nebraska
8116 Park View Boulevard
La Vista, NE 68128

RE: Southport West Replat 10 – Preliminary Plat, Final Plat, and PUD Amendment Resubmittal
E&A File: 2000.030.171

Dear Chris,

On behalf of our client, Southport West 32, LLC, we hereby submit the above referenced project. This submittal is in response to the November 10, 2025, City of La Vista Initial Review Letter. All documents included in this submittal are listed on the attached transmittal. To provide better context to the latest round of comments, included in this submittal lists each comment dating back to the first round of City comments. The original comment is from the City letter dated September 11, the first E&A response is in *blue* from our October 6 resubmittal, then the City response from November 10 is in *red*, and finally the responses in *green* represent our current responses. Any City comment from November 10 that lists some version of Acknowledged or noted is considered complete at this point and E&A did not response to that comment.

Planned Unit Development Site Plan Amendment:

1. Section 5.15.04.01 – Please submit a schedule of construction for further review.

E&A Response: Below is our proposed schedule of construction for the public infrastructure:

Mass Grading – Fall 2025 into Spring 2026 (Entire Site)

Sanitary – Spring 2026

Storm – Spring 2026

Paving – Summer 2026

Water and Gas - Fall 2026

Power – Fall 2026

La Vista Response: With the anticipated timeline for the PUD approval possibly culminating with a final approval sometime in January, please adjust the construction timeline accordingly. Also, please add general timelines for the construction of the developments on Lots 1 and 2.

E&A Response:

- *The proposed public infrastructure would slightly adjust if final approvals happen in early to mid Q1 2026. See below.*

Mass Grading – Spring 2026 (Entire Site)

Sanitary – Summer 2026

Storm and Paving – Late Summer 2026

Water and Gas - Fall 2026

Power – Late Fall 2026

- *The lot level construction timeline for Lots 1 and 2 would begin likely in late 2026. Building permit plans would be submitted in Q3 of 2026.*
2. Section 5.15.04.02 – If the development is proposed to be constructed in phases, assurances will need to be made at the onset regarding the public improvements and/or shared improvements as to ensure performance. Such assurances will be required through the subdivision agreement.
E&A Response: Understood. The public improvements of the proposed development will be constructed in a single phase. We will work with the City staff regarding adding assurances in the subdivision agreement.
La Vista Response: Acknowledged.
3. Section 5.15.04.02 – If the project is phased, the site will need to be accessible from public and/or private roads that are adequate to carry the traffic imposed on them and provide suitable emergency vehicle access until all phases have been completed.
E&A Response: The public improvements of the proposed development will be constructed in a single phase.
La Vista Response: Acknowledged.
4. Section 5.15.04.03 – Please provide the proposed financial disposition of the public improvements, including proposed bond, escrow, or other financial arrangements ensuring the design, construction and/or maintenance of the proposed public improvements in case of project abandonment.
E&A Response: The project is being funded privately. We will work with City staff regarding an acceptable financial disposition such as a bond.
La Vista Response: Acknowledged.
5. Section 5.15.04.04 – The draft Traffic Impact Analysis is currently in review by the City's third-party reviewer. Additional comments may be forthcoming regarding this review.
E&A Response: The third-party comments on the Traffic Impact Analysis on September 23, 2025. Based on those comments, the TIA needs to include the latest data from the Metropolitan Area Planning Agency (MAPA). To our knowledge, the MAPA data will not be released until later this year, at which time E&A will provide an updated TIA.
La Vista Response: City will await the updated TIA after the release of the updated MAPA data. The review will need to be completed prior to review by Planning Commission.
E&A Response: Included with this submittal is an updated TIA based on the latest MAPA data.
6. Section 5.15.04.04 and 5.15.04.05 – Please elaborate on the connection of proposed Street A (as identified in the Street Profiles Exhibit) to Lot 3 Southport West Replat 5. It would appear that proposed Street A is to be considered a public road, however, traffic is being sent onto private property. This will likely be problematic with traffic flow, and with snow/ice maintenance of proposed Street A. Further discussion, in general, is necessary regarding whether the roads within the development remain private or are dedicated to the public.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

E&A Response: The north leg of the roundabout connection to Lot 3 Southport West Replat 5 has been converted to a private access road. The development team will continue to work with City staff and the adjacent property owner regarding the connection and design elements.

La Vista Response: The Paving Exhibit Sheet appears to show the typical sections of S 127th St and Portside Parkway (50' wide ROW, 5' sidewalks 6.5' behind curb on both sides). Please show the typical cross-section of S 129th Plaza as to convey the side slopes/benches outside of the back of curb on both sides.

Construction of the connection from the end of Street A at the property line to the internal road on Lot 3 Southport West Replat 5 is required to be completed by the adjoining property owner at the time of development. Discussions need to be conducted with the adjoining property owner about the design of this connection in order to ensure the proper design and alignment of the improvements.

E&A Response: Provided with this resubmittal is an updated Paving Exhibit and Street Profiles to show S 129th Plaza.

7. Section 5.15.04.05 – The PUD Plan Set is being reviewed by the Papillion Fire Reviewer. Additional comments from that review may be forthcoming.

E&A Response: Understood. We will review and update their comments once provided.

La Vista Response: The Papillion Fire Reviewer requests the addition of fire hydrants to the PUD plan set to complete her review of the documents.

E&A Response: Fire Hydrant locations have been added to the PUD Emergency Vehicle Plan. Final locations will be determined with Permit Plans.

8. Section 5.15.04.06 – Please confirm if the entire area proposed for the Planned Unit Development is under single ownership.

E&A Response: The PUD amendment related to Lots 1 through 3, Southport West, is owned by a single owner. The deed of the property has been provided with this submittal.

La Vista Response: Acknowledged.

9. Section 5.15.04.08 – Adequate parking shall be provided for each building and use. For the multi-family buildings, including the townhomes, this requirement is 1 stall per bedroom. The PUD site plan demonstrates the multi-family property meeting this requirement. Regarding Lots 1, 3, and 4 and the proposed commercial developments on those properties, the Southport West PUD Ordinance requires a ratio of 4.5 off-street parking spaces per 1,000 square feet of gross leasable floor area. The proposed development in Lot 1 does not meet this required minimum. However, Lots 3 and 4 have an excess of parking above this required minimum. In order to accommodate the required parking for Lot 1, staff propose a cross-parking and access easement over the commercial properties, which will satisfy the requirement through the PUD. Such additional parking on Lot 4 would need to be constructed along the development on Lot 1 in order to supply the minimum parking required.

E&A Response: A Cross Parking Easement note has been added to the Plat and the PUD Site Plan.

La Vista Response: Acknowledged.

10. Section 5.15.04.10 – As depicted within Article 2 of the Zoning Ordinance, the property along Westport Parkway is considered a Front Yard. Also the northern lot line is considered a Side Yard. Setback deviations can be authorized as per Section 8B of the Southport West PUD Ordinance. However, allowances need to be requested with adequate reasoning and depicted within the PUD Site Plan map set.

E&A Response: The setback notes have been updated on the PUD Site Plan, and a waiver is being requested to reduce the front yard setback along Westport Parkway. This reduction, for Lot One and the building's placement, is intended to improve pedestrian access to the building from both Portside Parkway and Westport Parkway.

La Vista Response: Acknowledged.

11. Section 5.15.04.11 – Maximum lot coverage varies based on the proposed use (60% for commercial, 40% for residential). Please revise the site note on PUD Site Plan accordingly.

E&A Response: The note has been added to the PUD Site Plan.

La Vista Response: Acknowledged.

12. Section 5.15.04.13 – Please provide any provisions for the maintenance and care of common areas as are reasonably necessary to ensure the continuity, care, conservation, and maintenance, and to ensure remedial measures will be available to City Council if said common areas fall into deterioration.

E&A Response: Understood. We will work with City staff regarding acceptable language to address maintenance and care of the common areas. The developer is planning to establish an Association for maintenance.

La Vista Response: Details regarding the maintenance of the proposed roundabout will need to be provided within the Subdivision Agreement. City crews will need to be able to provide maintenance operations in a safe and efficient manner, and therefore, a portion of the roundabout within right-of-way will need to be maintained by the applicant. Review and approval of the provisions within the subdivision agreement will need to be completed prior to approval of the agreement by City Council.

E&A Response: Understood. We will work with City staff regarding including language of the maintenance of the roundabout in the subdivision agreement. We would defer to the City to supply the 1st round of language.

13. Section 5.15.04.16 and 5.15.05.02 Subsection 4 – Ensure pedestrian walkways for internal circulation and connections to the perimeter sidewalk are adequate. No sidewalk connections are depicted from the front doors of the townhomes to the sidewalks within the development. Likewise, connections from the apartment buildings to the sidewalks within the rest of the development lack sufficient connectivity. Additionally, a sidewalk connection from the development to the north lot line between the apartment buildings has been removed since the last preliminary version of this site plan. This connection needs to be added back in, in addition to the necessary internal sidewalk connectivity on Lot 2 for the multi-family and townhome development, and a central connection from the multi-family development to the commercial development to the south.

Pedestrian connectivity as a whole needs to be reviewed in relation to the policies set forth within the Comprehensive Plan, the 2022 Land Use Plan Update, and the Active Mobility Plan.

E&A Response: Additional sidewalks and connectivity have been added to the PUD Site Plan.

La Vista Response: It appears that the western sidewalk connection to the property to the north lines up with an existing trash enclosure. Additionally, consideration needs to be made for sidewalk connections across Portside Parkway between S 127th Street and S 129th Plaza. Staff recommends a mid-block connection that avoids vehicle turning movements and provides a safe route for pedestrians to navigate from the multi-family development to the commercial development. Please investigate if a mid-block crossing can be designed to MUTCD standards and included.

E&A Response: An additional sidewalk connection has been included mid-block at the Clubhouse.

14. Section 5.15.04.18-22 – The City is considering amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines will be presented to the Planning Commission on September 18th for discussion purposes only.

The overall site and landscape plans are currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the initial review has been completed. However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

Separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. The PUD Landscape Plan will serve as a general plan for the overall site that will be refined through the design review process for each specific building.

E&A Response: Understood. We received comments from Dan Kerns with Schemmer Associates, Inc. on September 24. Those comments and responses are listed at the end of this letter. (See Page 9)

La Vista Response: The City is finalizing amendments to the Southport West PUD Ordinance, including the Southport West Design Guidelines. A draft of the amended Guidelines was recently presented to the Planning Commission and City Council for discussion purposes. Both the Commission and the Council noted a need for access to recreational amenities if the City were to allow residential uses in Southport West.

The revised PUD plan set is currently under review by the City's Design Review Architect. A separate design review letter will be forwarded once the review of the most recent plan set has been completed. However, resubmittals to address the comments of this letter should not wait for comments from the Design Review Architect prior to resubmitting.

As noted previously, separate design review processes will be required for each building phase at the time of development. Building and landscaping design for each phase will be reviewed in relation to each specific building/addition. Please note that the PUD plan set is currently being reviewed against the existing design guidelines. Changes may be needed at the building phase due to the changes in the Southport West Design Guidelines as adopted through this process.

E&A Response: Understood. We will continue to work with City staff regarding any additional comments provided to us from the City's Design Review Architect.

15. Section 5.15.05.01 – Townhouses and multiple-family dwellings are not allowed within the underlying C-3 Highway Commercial/Office Park District. For the use to be allowed within the proposed area, an amendment to the Southport West PUD Ordinance will need to be prepared to allow for the uses. This amendment will need to be approved by the City Council prior to the approval of the PUD Site Plan Amendment, Preliminary Plat, or Final Plat. All staff recommendations reports will note this as a recommended contingency of any approval.

Staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A draft of these amendments will be provided when the proposed changes have been completed and reviewed internally.

E&A Response: Understood.

La Vista Response: As noted in the previous review letter, staff is drafting potential amendments to the Southport West PUD Ordinance that would allow for the uses within the area depicted as Lot 2 of Southport West Replat 10. A final version of these amendments will be provided in the near future.

E&A Response: Understood. We will wait for the final version when it becomes available.

16. Section 5.15.05.02 Subsection 2 – The proposed height of each structure needs to be provided on the site plan. Please be aware that developments on this property will require FAA approval prior to issuance of a building permit due to proximity to the Millard Airport.

E&A Response: Understood. We are in the preliminary stages of coordination with the FAA. However, due to the federal shutdown, responses have been delayed. The building heights are included in the Site Plan table and also in the elevations.

La Vista Response: The PUD plan set now depicts structure heights for each parcel in a tabular format. However, the heights of the two different structure types on the proposed Lot 2 of the development should be broken out separately.

E&A Response: The building elevations include all heights. The Table on the PUD Site Plan has been updated to include the heights of each building as well.

17. Section 5.15.05.02 Subsection 3 – Although a dumpster enclosure is depicted for the development on Lot 1 Southport West Replat 10, no other dumpster enclosures are depicted within the PUD Site Plan map set. Please add sufficient enclosures to handle the waste anticipated. Additionally, please propose an alternative location for the dumpster enclosure on Lot 1 to ensure that it is not located along Westport Parkway.

Response: Dumpster locations for each lot have been provided on the PUD Site Plan, and the enclosure location has been moved on Lot 1 away from Westport Parkway.

La Vista Response: Acknowledged.

18. General Comment – This development will abide by the Southport West PUD Ordinance (as revised) and the design guidelines adopted therein.

Response: Understood.

La Vista Response: No response necessary.

19. General Comment – Please provide proof of an agreement between the developer and the entertainment venue to be developed as shown on Lot 1.

E&A Response: Included with this submittal is a copy of the agreement with the Lot 1 user.

La Vista Response: Received.

Preliminary Plat:

1. Section 3.03.10 – Side and rear lot easement for Lots 1, 2, and 3 Southport West will need to be released prior to the recording of the final plat for Southport West Replat 10.

E&A Response: Based on previous requests with the utility companies, each utility company will wait to release its rights until after Replat 10 has been filed with the County. We will work with each company to get their release as quickly as possible.

La Vista Response: Acknowledged. Preference is to have existing easements released concurrent with the time of replatting in order to ensure there are no encumbrance issues on the replatted lots.

E&A Response: Agreed. We will work with the proper utility companies to release their rights as quickly as possible post plat recording.

2. Section 3.03.10 – Confirm the uses and signage for the proposed Lot 3 Southport West Replat 10 do not conflict with the Control of Outdoor Advertising Easement to the State of Nebraska.
- E&A Response: The easement only restricts the usage of outdoor advertising signage. NDOT allows signage for specific users within the development. We will work with NDOT as specific user signage is developed.*
- La Vista Response: Acknowledged. Understanding further coordinating with the NDOT is ongoing.*
3. Section 3.03.10, Section 3.03.11 – As stated in your Engineer's Submittal Letter, confirm the Permanent Drainage and Wetlands Mitigation Easement in the southwest corner of Lot 3 Replat 10 can be released.
- E&A Response: We are working with the proper agencies to get formal confirmation. However, due to the Federal Government shutdown, receiving a response might be slightly delayed.*
- La Vista Response: Acknowledged. USACE coordination is likely disrupted due to the ongoing federal lapse in funding appropriations. The review will need to be completed prior to review by Planning Commission.*
4. Section 3.03.10 – The intersection of proposed Street C and West Giles Road notes the Unrestricted Full Access Easement, which is proposed to be modified per the submitted draft Traffic Impact Analysis. This easement will need to be modified to state that access is to be limited.
- E&A Response: We will work with both the City of La Vista and Sarpy County regarding modifying the easement. The original easement dedication was only applied to the plat with no separate document recording or notice of who controls the restriction.*
- La Vista Response: Acknowledged. City is anticipating further coordination/work to modify the access to ¾. The review will need to be completed prior to review by Planning Commission. Proposed interim improvements will need to be proposed.*
- E&A Response: Understood. We will continue to coordinate with City staff regarding the interim improvements.*
5. Section 3.03.11 – Per the draft Drainage Report, the Applicant Engineer is to complete a full wetlands delineation. Please provide a copy of said delineation once completed.
- E&A Response: Understood. We are working on completing a full wetlands delineation and will provide it once completed.*
- La Vista Response: Acknowledged. Wetlands Delineation to be submitted by the applicant at a future date. The review will need to be completed prior to City Council review.*
- E&A Response: The completed Wetland Delineation has been included in this submittal.*
6. Section 3.03.15 – Please provide itemized cost estimates for infrastructure improvements with proposed allocations for costs between sources of funding. Include a draft Subdivision Agreement with provisions of stormwater fees, sewer connections fees, and cost shares of public and/or private improvements. Staff will provide a template for this agreement.
- E&A Response: Included with this submittal is a cost estimate for the infrastructure improvements.*
- La Vista Response: City Staff is awaiting the draft Subdivision Agreement from the applicant. The review will need to be completed prior to review by City Council.*
- E&A Response: Understood. We are working on completing the draft agreement.*

7. Section 3.03.16 – Please provide a copy of the erosion control plan.

E&A Response: Included with the resubmittal is the erosion control plan.

La Vista Response: Please confirm erosion control measures are adequate for a site of this magnitude. Additional BMPs may be warranted to ensure silt remains onsite.

E&A Response: Additional erosion control BMP's will be added/evaluated in conjunction with the mass grading design for the development.

8. Section 3.03.19 – The Traffic Impact Analysis is being reviewed by the City's 3rd Party Reviewer.

Additional comments from that review may be forthcoming.

E&A Response: The third-party comments on the Traffic Impact Analysis on September 23, 2025. Based on those comments, the TIA needs to include the latest data from the Metropolitan Area Planning Agency (MAPA). To our knowledge, the MAPA data will not be released until later this year, at which time E&A will provide an updated TIA.

La Vista Response: Acknowledged. City will await updated TIA after release of updated MAPA data. Review will need to be completed prior to review by Planning Commission.

E&A Response: Included with this submittal is the draft TIA with the updated MAPA data.

9. Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSMP), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.

E&A Response: Understood. A maintenance agreement will be recorded as soon as the PCMSMP has been approved by the City and the plat has been recorded.

La Vista Response: Section 3.03.20.4 – A complete Post Construction Storm Water Management Plan (PCSMP), inclusive of a Maintenance Agreement, will be required prior to the issuance of a building permit.

E&A Response: Understood.

10. General – Street Profile Sheets – Please provide the design speed for the proposed Street Profiles.

E&A Response: The profiles have been updated to include the design speed.

La Vista Response: Please include posted speed limit (assumed to be 25 MPH).

E&A Response: 25 MPH design speed added to the profile sheets.

11. Section 4.09 and Section 4.13 – Street Profile Sheet 1 of 3 – Proposed Street A appears to head into a private roadway in Lot 3 Southport West Replat 5. If proposed Street A is proposed as a public street, there will likely need to be a cul-de-sac or other means to ensure operations and maintenance, such as snow and ice removal, or other means to ensure safe, efficient, and legal means of maintenance.

E&A Response: The north leg of the roundabout has been converted to a private drive. In its place is an access easement reserved for the adjacent lots and Lot 3, Southport West Replat 5.

La Vista Response: Details regarding the maintenance of the proposed roundabout will need to be provided within the Subdivision Agreement. City crews will need to be able to provide maintenance operations in a safe and efficient manner, and therefore, a portion of the roundabout within right-of-way will need to be maintained by the applicant. Review and approval of the provisions within the subdivision agreement will need to be completed prior to review of the agreement by City Council.

E&A Response: Understood. We will continue to work with City staff regarding including language of the maintenance of the roundabout in the subdivision agreement. We would defer to the City to supply the 1st round of language.

12. Section 4.09 – Street Profile Sheet 1 of 3 – the west and south legs of the roundabout appear to transition for public right of way to the private lots with tight geometry that would make maintenance operations, such as snow and ice removal, prohibitive to the Public Works Department. The Subdivision Agreement will need to detail/delineate the maintenance limits of the City and the Applicant.

E&A Response: A Roundabout Exhibit has been included with this submittal.

La Vista Response: Acknowledged.

13. General – Street Profile Sheet 2 of 3 – Proposed Street A appears to have an approximately 20+ vertical feet of fill. Please provide the Geotechnical Report, inclusive of any settlement and/or surcharge recommendations.

E&A Response: The Geotechnical Report will be completed before mass grading and the design of the public improvements.

La Vista Response: Acknowledged. Review of the Geotechnical Report will need to be completed prior to the issuance of a grading permit and/or construction of public improvements.

E&A Response: Understood

14. General – Street Profile Sheet 2 of 3 – Proposed Street C shows an ultimate profile near STA18+32.00 of a potential fill of nearly 5.5 feet. Please provide the reference profile of West Giles Road to estimate said grade raise. In the ultimate profile, how will drainage and/or fill of approximately 5.5 be accounted for into the edge of ROW? Are retaining walls anticipated along Street A and/or West Giles Road?

E&A Response: Giles Road Ultimate Plan and Profile has been provided with this submittal. This development sits higher than the existing Giles Road. We do not anticipate the need for retaining walls.

La Vista Response: Acknowledged.

15. General – Paving Exhibit Sheet – Please provide a typical cross section, inclusive of pavement thickness, cross slope, area of prepared subgrade, sidewalks, ROW lines, and/or any other pertinent information.

E&A Response: 25' Street and ROW typical section has been added to the Paving Exhibit.

La Vista Response: Please provide a cross-section of the private, S 129th Plaza. The cross-section shows the typical through proposed ROW portion of the project, assumed to be S 127th Street and/or Portside Plaza. The review will need to be completed prior to review by Planning Commission.

E&A Response: A typical street section for S 129th Plaza has been added to the Paving Exhibit.

16. General, Paving Exhibit Sheet – Please provide design speed, geometry, details and or other pertinent measurement details within the roundabout as to ascertain operational and maintenance characteristics of the roundabout.

E&A Response: A Roundabout Exhibit has been provided with this submittal.

La Vista Response: City Staff are awaiting the draft Subdivision Agreement from the applicant. The review will need to be completed prior to review by City Council.

E&A Response: Understood.

17. Section 4.02 – Paving Exhibit Sheet – Per Section 4.24 of the Subdivision Regulations, Commercial land uses shall have an 8-inch minimum paving thickness.

E&A Response: Paving thickness has been updated.

La Vista Response: Correction noted.

18. Section 4.02 – Paving Exhibit Sheet – Confirm the 6" concrete apron thickness is consistent with Commercial land uses.

E&A Response: Concrete apron thickness has been updated to 8" to match the roundabout paving thickness.

La Vista Response: Acknowledged.

19. General – Paving Exhibit Sheet – Please provide signage/traffic control proposed in advance and/or within the roundabout.

E&A Response: Roundabout signage has been included on the Roundabout Exhibit.

La Vista Response: Please provide all applicable proposed traffic control devices and/or striping with the roadway network. Please confirm the roundabout signage is consistent with the current addition of the MUTCD. The review will need to be completed prior to review by Planning Commission.

E&A Response: Traffic control signage for the development has been added to Paving Exhibit and signage has been updated on the roundabout to conform to the MUTCD.

20. General – Paving Exhibit Sheet – There appears to be a raised channelized median in the west leg of the proposed Street B and Westport Parkway intersection. Please provide striping, geometry, and/or measurements to ascertain the west leg of the intersection, and how it relates to the east leg of the intersection.

E&A Response: The median has been eliminated.

La Vista Response: Acknowledged.

21. Section 3.07.07, Section 4.18, and Section 4.19 – Utilities Exhibit – Existing storm sewer and sanitary sewer in the vicinity and/or are proposed to be points of connection are not shown on the exhibit. Please include.

E&A Response: Existing infrastructure adjacent to the project is shown.

La Vista Response: Please provide clearly labeled existing utility information, inclusive of sanitary sewers, storm sewers, and/or other private utilities as necessary to ensure proper deposition of the proposed utilities within the plat. Also, confirm stormwater ditch conveyances along the south end of the project.

E&A Response: Additional labels added to the existing utilities that the proposed development will connect/discharge to. Ditch conveyance calculations have been added to the drainage study.

22. Section 4.18 – Utilities Exhibit, PCSMP Exhibit – PCSMP Draft Plan proposes three (3) Basin PCSMP BMPs that will likely act as regional detention for multiple lots. Please elaborate on the disposition of the basins, and who will be responsible for the upkeep and maintenance of the basins into perpetuity. These items, likely held as common area maintenance items, will need to be provisioned in the Subdivision Agreement.

E&A Response: Lots 1 and 3 will be served by a private basin shown on the exhibits. These basins will be designed with the site improvement plans and will be maintained by the property owner. Lots 2, 4, and the public right-of-way will be served by the basin located in Outlot A.

La Vista Response: Please confirm the maintenance responsibilities of the basin located in proposed Outlot A.

E&A Response: A business association is being formed and will responsible for maintaining the basin Outlot A.

23. Section 4.19 – Utilities Exhibit – The cross pipe to the north of the roundabout proposes a 36" RCP pipe, which likely means the proposed single on-grade inlet in each curb is not adequate in capacity.
E&A Response: This storm sewer was sized to take runoff from the apartments in addition to the runoff in S 129th Plaza. The 36" sizing is being driven by the apartments and not the runoff in the street.
La Vista Response: Acknowledged.
24. Section 4.19 – Utilities Exhibit – The proposed sanitary sewer alignment, deflections, materials, slopes, and serviceability requirements will need to be consistent with the current edition of the City of Omaha Wastewater Collection Systems Design Manual.
E&A Response: Understood.
La Vista Response: No response necessary.
25. Section 4.19 – Utilities Exhibit – Please elaborate on the disposition of the proposed sanitary sewer that connects Proposed Lot 3 to the existing sanitary sewer line that crosses under West Giles Road.
E&A Response: This sewer line is needed to serve Lot 3. Due to the grades on site, the sewer in Portside Parkway will be too high to effectively serve Lot 3.
La Vista Response: Acknowledged.
26. General Comment – Utilities Exhibit – Comments provided by OPPD:
 - Owner/developer to discuss with OPPD Utility Coordinator to understand the timeline and design on electrical backbone for the subdivision. No electrical utilities currently exist within lots of property. Please reach out to a Utility Coordinator prior to start of any construction to understand time it will take to install power for future buildings.
 - An OPPD 161kV transmission line runs E/W along W. Giles Rd Right-of-Way.*E&A Response: Understood. We will coordinate with OPPD regarding the construction timeline.*
La Vista Response: No response necessary.
27. Section 5.05.04 – Fire Hydrant spacing appears to be greater than 450 feet. Please confirm that the hydrant placement is consistent with Metropolitan Utilities District and/or NFPA standards.
E&A Response: Fire hydrant spacing has been updated and we will continue to coordinate with MUD regarding the design.
La Vista Response: Acknowledged. Hydrant spacing, disposition, and applicable performance provisions will need to be confirmed prior to the issuance of a building permit.
E&A Response: Understood.
28. General Comment – PCSMP Exhibit – Dry Detention Basin General Notes – Note 1 – Makes reference to the City of Papillion.
E&A Response: Note 1 updated on the exhibit.
La Vista Response: Correction noted.

Final Plat:

1. The plat documents are being reviewed by the Sarpy County Surveyor's office. Additional comments from that review may be forthcoming.

E&A Response: The final plat has been updated to reflect the comments provided by the Sarpy County Surveyor. We will continue to work with the County Surveyor to address any additional comments he may have.

La Vista Response: The Sarpy County Surveyor's office has notified the City that they have no further comments

E&A Response: Understood.

2. Section 3.05.11 – Please include a notarized dedication signed and acknowledged by all parties having titled interest in or lien upon the land to be subdivided, consenting to the final plat including dedication of parts of the land for streets, easements, and other purposes as per Section 10.01. If there are no mortgage holders, please provide a statement to that effect from a title company.

E&A Response: To our knowledge, there are no mortgage holders on the property. We are working with a title company to provide a statement. Once received, we will provide.

La Vista Response: Acknowledged. Please provide Title Search once completed. Documents will need to be reviewed prior to review by the Planning Commission.

E&A Response: A Title Search has been provided with this submittal that reflects no lending institution has a loan on the property.

3. Section 3.05.018 – Please provide a block for the approval of the lending institutions per section 10.10, if applicable.

E&A Response: Understood.

La Vista Response: The block for the approval of lending institutions per Section 10.10 has not been added.

E&A Response: A Title Search has been provided with this submittal that reflects no lending institution has a loan on the property.

4. Section 3.05 – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

E&A Response: The applicant is working on a draft covenants of the development. Once the draft document is completed, we will provide a copy to the City for their review.

La Vista Response: Section 3.05. – Please provide a copy of any private restrictions or covenants affecting the subdivision or any part thereof, if applicable.

E&A Response: Provided with this resubmittal is a draft covenants.

If you have any questions regarding the application, please contact me at 402-895-4700.

Sincerely,
E & A Consulting Group, Inc.



Jeff Stoll,
Platting Services Assistant Manager

(This is a legally binding contract. If not understood, seek legal advice.)

UNIFORM COMMERCIAL PURCHASE AGREEMENT

NAI NP Dodge

August 8, 2025

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

- 1. Address:** A to-be-assigned address on a new parcel of land to be platted from a replat of Lots 1, 2 and 3, Southport West, La Vista, Nebraska.
- 2. Property Description:** An approximately 173,151 sq. ft. (3.975 acres) parcel of land which includes all of Lot 2, Southport West (approximately 2.281 acres), a large portion of Lot 3, Southport West, and a small portion of Lot 1, Southport West, La Vista, Nebraska as illustrated on **Exhibit "A"** and defined within this Purchase Agreement ("Property"). Complete legal description to be on the revised title commitment before closing and the administrative lot split or replat.
- 3. Personal Property:** The only personal property included is as follows: None.
- 4. Conveyance:** Seller represents that it has good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed only free and clear of all liens, encumbrances or special taxes levied or assessed, except none, subject to all building and use restrictions, utility easements and covenants of record at closing.
- 5. Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
- 6. Purchase Price:** Buyer agrees to pay **[REDACTED]** on the following terms: **[REDACTED] ("deposit")** to be deposited directly at TitleCore National, 8701 West Dodge Road, Suite 150, Omaha, NE 68114, Attn: Beth Bucklin, (402) 934-4174 ("Escrow Agent") within three (3) business days after Seller's acceptance of this Purchase Agreement. In the event of refusal or failure of the Buyer to consummate the purchase, the Seller shall, as its only option and remedy, retain the Deposit as liquidated damages for failure to carry out the agreement of sale. Balance to be paid in immediately available funds at closing of the sale.
- 7. Urban Taxes:** All consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of date of closing, and all prior years' taxes, interest, and other charges, if any, will be paid by Seller.
- 8. Conveyance of Title and Closing:** Escrow Agent shall furnish a current title insurance commitment ("Commitment") to Buyer within thirty (30) days following the date this Agreement is fully executed ("Effective Date"). Within thirty (30) days following delivery of the Commitment, Buyer shall notify Seller of any objections to any conditions or title defects ("Defects") in the Commitment. If Defects are timely identified, Seller shall have the option to cure such Defects within thirty (30) days following Buyer's notice ("Cure Period"). If Defects are not cured, or are not in process of being cured in a reasonable timeframe, Buyer may rescind this agreement and the Deposit shall be refunded, or Buyer may accept such Defects as permitted encumbrances. The parties acknowledge the parcel of land which will become the Property is subject to a future recorded replat of the parcels included in Section 1 above; therefore, Buyer reserves the right to submit objections to an updated version of the Commitment after the replat is recorded so long as such objections are submitted within ten (10) days after receipt of such Commitment and Seller shall have the option to cure such Defects within thirty (30) days following Buyer's notice ("Final Cure Period"). Approximate closing date ("Closing Date" or "Closing") to be a mutually agreeable date but no later than ten (10) days after all Seller's Improvements are completed (defined below in Section 10 below), subject to Section 9 below. However, if Seller's Improvements are not completed on or before December 15, 2025, Buyer shall have the option to delay Closing to a mutually-agreeable date but in no event shall such Closing Date be later than the latter of (a) April 25, 2026 or (b) ten (10) days after all Seller's Improvements are completed. Possession shall be delivered at closing. The cost of an Owner's title insurance policy shall be equally divided between Buyer and Seller.
- 9. Zoning & Use:** The parties acknowledge Buyer's intended use of the Property is a Slick City franchise location which qualifies as "indoor recreation" or other use assigned by the City of La Vista which will likely require an amendment to the current Planned Unit Development ("P.U.D.") for Southport West from the City of La Vista Planning Department ("City Planning"). Within ten (10) business days after the Effective Date, Seller shall contact City Planning and determine the necessary process to amend the P.U.D. for the intended use of the Property. If rezoning, zoning amendment and/or a conditional use permit ("C.U.P.") is required (collectively, "Zoning"), in a expeditious manner, Buyer shall assist Seller with any applications and documents requested by City Planning or Seller. If the required Zoning and recorded plat including the lot for the Property are not obtained prior to the Closing Date in accordance with this Agreement, the Closing Date shall be extended to a mutually agreeable date but no later than ten (10) business days after all of the following three (3) items are completed: (1) City Planning has approved and recorded the required Zoning and (2) the recordation of the Amended P.U.D. and (3) the plat which includes the Property is recorded as a separate lot. If such Zoning has not been obtained within one hundred eighty (180) days after the Effective Date, Buyer may cause this Purchase Agreement to be terminated and of no effect at any time thereafter upon delivering written notice to Seller and Escrow Agent and the Deposit shall be immediately be returned to Buyer. This paragraph shall survive Closing.
- 10. Amendment to P.U.D., Replat, Survey and Seller's Improvements:** The parties shall work together expeditiously in order to obtain an Amendment to the current P.U.D. and administrative lot split or replat, whichever is necessary, in order to create the parcel as illustrated on Exhibit "A." The parties shall mutually agree in writing on the final dimensions, location and size of the Property prior to the plat being approved and recorded. Should the ultimate size of the Property materially changes, which is not expected, the parties shall work together to consider a reasonable corresponding adjustment of the Purchase Price. Seller shall be responsible for all costs related to the Zoning, P.U.D. amendment and replatting. The cost of an ALTA Survey in the names of both Buyer and Seller shall be split equally between Buyer and Seller, cost to Buyer not to exceed \$5,000. The ALTA Survey shall be completed as soon as practical along with the administrative lot split or replat. Seller shall be responsible for all costs associated with the design, engineering, installation and completion of the streets, storm and sanitary sewer and all utilities (water, sewer, electrical and gas) to the property line, street lighting and other required improvements in accordance with the standards stipulated by the Southport West Architectural Design Site Guidelines, the City of La Vista and Sarpy County ("Seller's Improvements"). Seller shall work diligently in completing all of Seller's Improvements which shall be completed prior to the Closing Date. Notwithstanding the foregoing

and at Buyer's sole option upon its written notice to Seller and Escrow Agent, Buyer may elect to set a Closing Date prior to the completion of Seller's Improvements in order to start construction of Buyer's improvements. If Buyer delivers such notice, the Escrow Agent shall hold back an amount of \$100,000.00 of Seller's proceeds through an escrow agreement agreeable to both parties until the Seller's Improvements are completed as evidenced by Seller's written notice to the Escrow Agent and the parties. Should Seller's Improvements not be completed within ninety (90) days after the Closing Date ("Seller's Improvements Deadline"), Escrow Agent shall deliver Ten Thousand and No/100 Dollars (\$10,000.00) out of such escrow amount directly to Buyer as a penalty for Seller's nonperformance ("Improvements Delay Penalty") starting thirty (30) days after Seller's Improvements Deadline and after each additional thirty (30) day period until the Seller's Improvements are completed. Seller shall provide access to the Property from Westport Parkway and/or the new roads upon the Closing Date for Buyer's commencement of grading, installation of its building foundation etc. Seller shall provide temporary electrical service to the Property at a mutually agreeable location if permanent electrical service is not completed to the Property when necessary for construction of Buyer's Improvements. Notwithstanding the foregoing, if an early Closing Date is elected by Buyer, and due to weather, time of year or anticipated City approval or utility timing a 90-day completion timeframe is not reasonably achievable, Buyer and Seller shall mutually agree in writing on a reasonable Seller's Improvement Deadline in light of such circumstances. This paragraph shall survive Closing.

11. Documents: Within five (5) business days following the Effective Date, Seller or its agent shall deliver to Buyer a copy of all documents in Seller's possession or control that would help Buyer in its review of the Property, including but not limited to, inspection reports, surveys, operating statements, leases and environmental reports.

12. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

13. State Documentary Tax: The State Documentary Tax on the deed shall be paid by the Seller.

14. Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance and any other necessary coverages upon commencement of its improvements to the Property.

15. Condition of Property: Seller represents to the best of the Seller's knowledge, information and belief, there are no latent defects in the property. Seller agrees to maintain the heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built-in appliances in working condition until delivery of possession.

16. Environmental: Seller represents to the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

17. Inspection: Buyer shall, at its expense and not later than one hundred twenty (120) days after the Effective Date, obtain any and all inspections and reports it may deem necessary or desirable ("Inspection Period"), including, but not limited to, an inspection by one or more qualified experts relating to:

1. Obtaining an amendment to the current Planned Unit Development (P.U.D.) for Buyer's intended use;
2. Review of the Southport West Landowners Association bylaws, as amended;
3. Architectural Design and Site Guidelines for the Southport West Development;
4. Approval from the Southport West Architectural Review Committee;
5. Confirmation the road on the west side of the Property with access to the Property and West Giles Road has been approved by the City of La Vista and all governing bodies.
6. Analysis of the Property to be converted for Buyer's intended use; and
7. The easements, covenants and restrictions which are of record.

To the extent any such items related to necessary governmental approvals cannot be obtained during the Inspection Period, in Inspection Period may be extended for a mutually agreeable reasonable time period for those remaining governmental approval items only. In the event that any such inspections or reports reveal defects which the Buyer deems in its sole judgment and discretion to be unsatisfactory, or if in its sole judgment and discretion it is determined that the cost of remedying any such defects exceeds the amounts reasonably to be anticipated which are of such magnitude that the purchase is no longer financially feasible or desirable to the Buyer, then the Buyer shall give notice of same, in writing, to the Seller on or before the expiration of the Inspection Period and this Agreement shall be null and void and of no legal effect, and the Deposit will promptly be refunded.

18. Assignment of Warranties: Seller agrees to assign all guarantees and warranties in its possession including, but not limited to, roof, and HVAC systems, to Buyer at no cost at closing.

19. Assignment of the Purchase Agreement: Buyer may not assign or transfer all or any portion of its interests, rights or obligations under this Agreement to any other individual, entity or person without the prior written consent thereto by Seller. However, Buyer may, without the consent of Seller, (i) designate one or more affiliates as its nominee or designee to accept title to the Property or portions thereof, or (ii) assign its rights under this Agreement to one or more affiliates of Buyer or an entity formed by the principals of Buyer for the purpose of owning and developing the Property. No assignment by Buyer of its rights under this Agreement shall relieve Buyer of its obligations under this Agreement. No oral representations of any kind shall be binding upon either party unless fully set forth herein or in any such amendment.

20. Offer Expiration: This offer to purchase is subject to acceptance by Seller on or before Wednesday, August 13, 2025, at 5:00 o'clock P.M. CST.

21. Agency: The real estate agents involved in this transaction are:

Trenton B. Magid of NA! NP Dodge is agent for Buyer.
William J. Douglas of Berkshire Hathaway Homeservices is agent for Seller.

22. Broker Compensation: Seller agrees to pay a commission equal to three percent (3.0%) of the Purchase Price at Closing to NAI NP Dodge.

23. License Disclosure: The parties acknowledge William J. Douglas and other members of Southport West 32 LLC, the Seller entity, have Nebraska real estate license

24. Electronic Signatures & Counterpart: This Purchase Agreement may be executed with electronic signatures and/or by e-mail as well as by identical counterparts and will be deemed to be an original and binding on both parties.

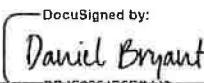
25. Time of Essence. The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

26. 1031 Exchange Cooperation Provision: Each party acknowledges that the other party may buy, sell, and/or exchange the real estate in like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 and the Regulations issued there under. The non-exchanging party shall cooperate with exchanging party in effectuating such exchange, provided the same is at no cost, expense or liability to the non-exchanging party. The exchanging party shall be entitled to assign its rights under this Agreement to a "qualified intermediary" which assignment shall not relieve the exchanging party of its obligations under this Agreement.

27. Development Monument Signage: The parties acknowledge Seller is currently the owner of approximately 32 acres of land which includes Lots 1, 2 and 3, Southport West, La Vista, Nebraska ("Development Area") and Seller, as the master developer, is in the process of creating a mixed-use development. If Seller or its related entity installs a monument or other sign for the Development Area near Interstate 80, Buyer and its successors shall be allowed a portion of such sign on all sides (if it has signage on multiple sides) if the sign has static panels on it. If the sign also has video board(s), Buyer or its successors shall be allowed to have its signage as part of the rotation of signs of users within the Development Area. Seller shall determine the sign specifications, location and the actual costs associated with the construction, installation, maintenance and operation of the sign. Once the estimated costs of the signage are delivered to Buyer, unless Buyer opts to not be part of such signage in writing to Seller within fourteen (14) days of receipt, Buyer or its successors shall participate in such costs based on a predetermined percentage of Buyer's signage time based on a mutually-agreeable written agreement between the parties. The Section shall survive Closing.

Buyer:

Smart Slides Omaha LLC, a North Dakota limited liability company or Assigns

By: 
Daniel Bryant
Managing Member

ADDRESS: 1102 76th Avenue S, Fargo, ND 58104-8030

ACCEPTANCE

 AUGUST 11th, 2025

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

Seller:

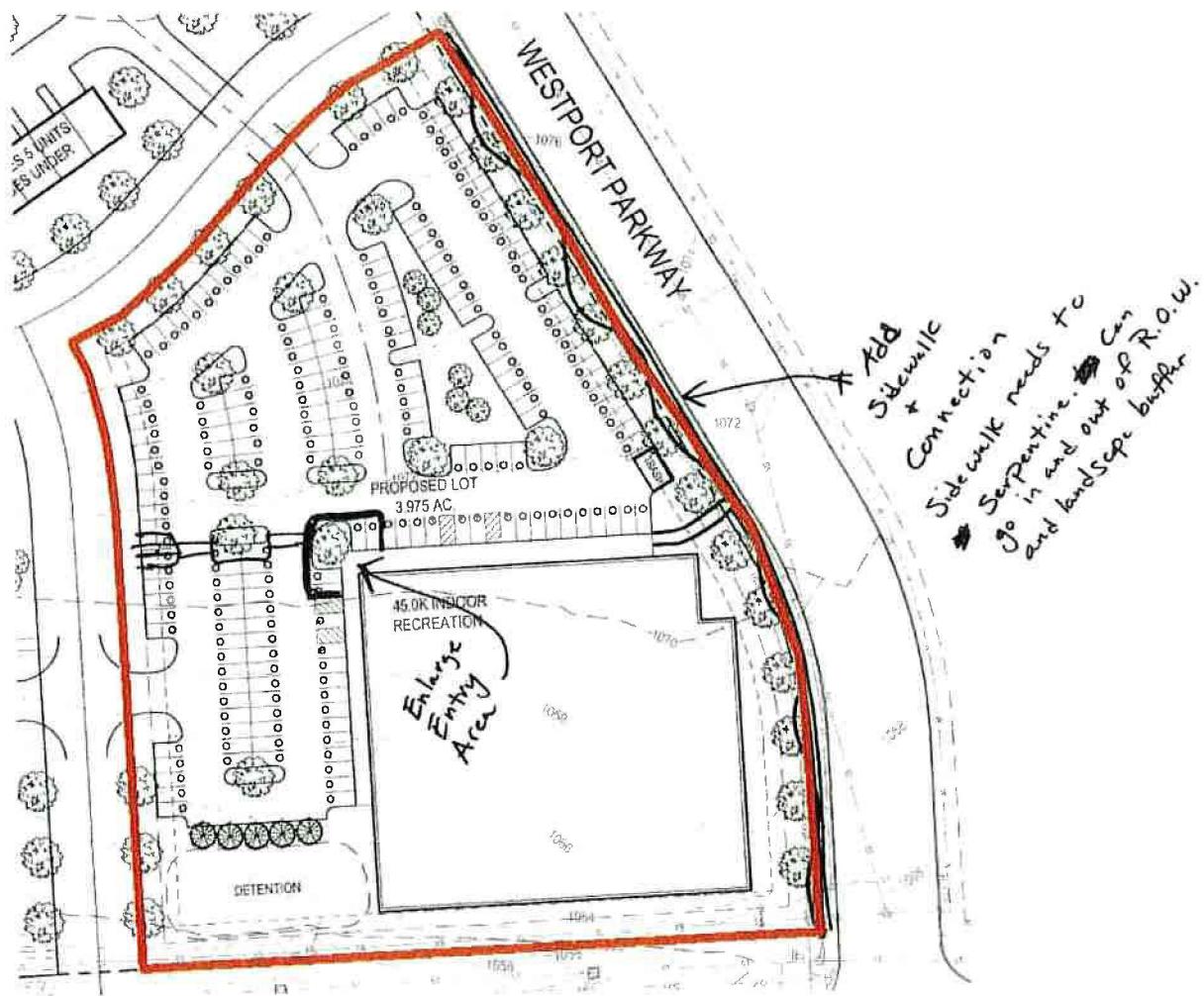
Southport West 32 LLC, a Nebraska limited liability company or Assigns

By: 
William J. Douglas,
Managing Member

ADDRESS: 21008 Cumberland Drive, Suite 106, Elkhorn NE 68022

EXHIBIT "A"

THE PROPERTY



NOTE: This Exhibit illustrates the location and size of the Property only and not the building and improvements. However, the final dimensions of the Property will be in accordance with the terms of this Purchase Agreement.



December 31, 2025

Kyle Vohl
E & A Consulting Group, Inc.
10909 Mill Valley Rd, Suite 100
Omaha, NE 68154

RE: Planned Unit Development, Preliminary Plat, and Final Plat – 3rd Review
Southport West Replat 10

Mr. Vohl,

We have reviewed the revised documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable sections of the Zoning Ordinance and Subdivision Regulations, the City has provided additional comments noted within this letter. Please note that due to the limited number of remaining issues, the comments within this review directly refer to those issues that remain. All review responses refer to comments as numbered within the letter provided within the resubmittal dated December 2, 2025.

Planned Unit Development Site Plan Amendment:

1. Comment #5: Comments from the City in response to the TIA were sent to the applicant on 12/22/25. The applicant's Engineer is working with Sarpy County Public Works to obtain traffic data for the intersection of 132nd Street and West Giles Road, in regard to a proposed intersection improvement project on behalf of Sarpy County. Traffic data is anticipated to be provided by mid-January. Data and further analysis of the updated TIS will need to be completed before off-site improvements can be finalized. As the TIA currently stands, there will be intersection improvements to the intersection of 126th Street and West Giles Road, inclusive of signalization, to which the applicant will be responsible for the cost share of the improvements with the City of La Vista. Costs, schedule, and/or other particulars will need to be finalized prior to City Council review of the subdivision agreement.
2. Comment #12: Attached is a ROUGH DRAFT of the maintenance exhibit in terms of the snow maintenance of the proposed roundabout at the intersection of 127th Plaza and Portside Parkway. Example language for the Subdivision Agreement, currently labeled as Article 13, Roundabout Maintenance, will need to incorporate a maintenance exhibit (potentially labeled Exhibit F), and clearly define the north, west, and south legs of the roundabout within public ROW will be maintained by the Developer as per the Common Area Maintenance Agreement, or as provisioned by the individual lots within the Covenants and/or Subdivision Agreement.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 P
402.331.4375 F

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

Police
7701 S. 96th St.
402.331.1582 P
402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

3. Comment #14: Attached is the third review letter from the City's Design Review Architect (DRA). Upon further discussion with the DRA, City Staff has compiled a redlined version of the landscaping plan that is included for review.

As a reminder, City Staff will enforce Landscape Note #7. Rock is not an acceptable substitution.

4. Comment #15: The draft of potential amendments to the Southport West PUD Ordinance was provided to SRE on December 16, 2025. The draft ordinance will be added to the same agendas for Planning Commission and City Council review as the PUD Site Plan Amendment and the Preliminary Plat.

Preliminary Plat:

1. Comment #3: Please provide an update as to the potential release and/or status of the Permanent Drainage and Wetlands Easement in the southwest corner of proposed Lot 3, Replat 10.
2. Comment #4: Interim improvements to the intersection of West Giles Road and proposed 127th Street will need to be included in the cost estimates and Subdivision Agreement, as well as all other offsite public improvements as required by the completed TIS. The City will continue to coordinate with the Applicant's engineer as the Subdivision Agreement is finalized.
3. Comment #6: Item is still outstanding; the Applicant's Engineer is working with the City to finalize provisions of the Subdivision Agreement.
4. Comment #8: See previous comments regarding the updated TIA.
5. Comments #9: The Preliminary Drainage Report suggests drainage for drainage basins in Outlot A and proposed Lot 1, Replat 10, route drainage to the existing dual 5'x4' concrete box culvert crossing of West Giles Road to the west of proposed 127th Street. However, the invert elevations, slopes and/or existing configuration of the concrete box culvert are not defined on the Utilities Exhibit. Please confirm within the drainage report that there is no net runoff increase in the pre-development and post-development conditions of the site impact points for the 2 Year, 10 Year, and 100 Year storm events, and confirm adequate capacity with the existing dual 5' x 4' concrete box culvert. Also, confirm the 100-Year flow paths within the development project to confirm adequate capacity for conveyance.
6. Comment #11: See previous comments regarding roundabout maintenance.
7. Comment #21: Please see previous comments regarding the preliminary Drainage Report. Please confirm positive drainage and size of the preliminarily proposed sanitary sewer system. Conceptually,

8. the sanitary sewer system appears to flow positive, but confirmation as to the proposed point of connection, invert elevations, and/or slopes would be beneficial to ensure connections provide proper flow characteristics.
9. Comment #26: Please provide an updated timeline for OPPD, if available.

Final Plat:

1. Comment #4: It appears that the Covenants are in draft form, to be further revised. Covenants will need to be completed prior to Subdivision Agreement approval.

General:

The draft subdivision agreement is currently under review by City staff. A redlined copy of the draft subdivision agreement will be provided once the review has been completed. However, the review cannot be completed without the draft exhibits to the agreement. At this time, we have not received the draft exhibits to the agreement. This will slow the review of the agreement and can have an impact on the approval timeline for the Final Plat and Subdivision Agreement.

Please remember that the draft PUD Ordinance needs to be reviewed by the Southport West Owners Association prior to the consideration of the amendments by City Council.

Please submit revised electronic copies (paper copies are not necessary) of the PUD Site Plan map set, the plat, and related documents to the City by Monday, January 5th, for the preparation of Planning Commission packets. The PUD Site Plan Amendment and Preliminary Plat applications have been scheduled to be on the Planning Commission agenda for their January 8th meeting. Please have someone in attendance at that meeting to present the applications to the Commission and to answer questions as necessary. If you have any questions regarding these comments, please feel free to contact me at any time.

If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
Deputy Community Development Director

cc:

Kyle Haase, E & A Consulting Group, Inc.
Willie Douglas, Southport West 32 LLC
Bruce Fountain, Community Development Director
Pat Dowse, City Engineer
Tom McKeon, City Attorney

Christopher Solberg

From: Kyle Vohl <kvohl@eacg.com>
Sent: Monday, December 29, 2025 8:26 AM
To: John Diediker; Pat Dowse
Cc: Jeff Stoll
Subject: [EXT]FW: 132nd and Giles Traffic Information Request

John and Pat,

Sarpy County is working with FHU on an updated traffic study for 132nd and Giles per the email below. With FHU reviewing our Southport Traffic Study, they have the projected trip information for our Southport project. E&A will follow-up with FHU and await their findings.

Sincerely,

Kyle G. Vohl, PE
E & A Consulting Group, Inc.
402.895.4700 (o) • 402.506.5039 (d)

From: Neal Sellers <nsellers@sarpy.gov>
Sent: Monday, December 29, 2025 8:14 AM
To: Kyle Vohl <kvohl@eacg.com>
Cc: Gregg Nisotis <Nisotisg@sarpy.gov>; Zachary Hergenrader <zhergenrader@sarpy.gov>
Subject: RE: 132nd and Giles Traffic Information Request

CAUTION - External Email

Hi Kyle,

We are currently working with FHU on an updated traffic study and signal designs for the intersections at 132nd and Giles. We anticipate a mid-January progress meeting, and I can send over the requested information after that.

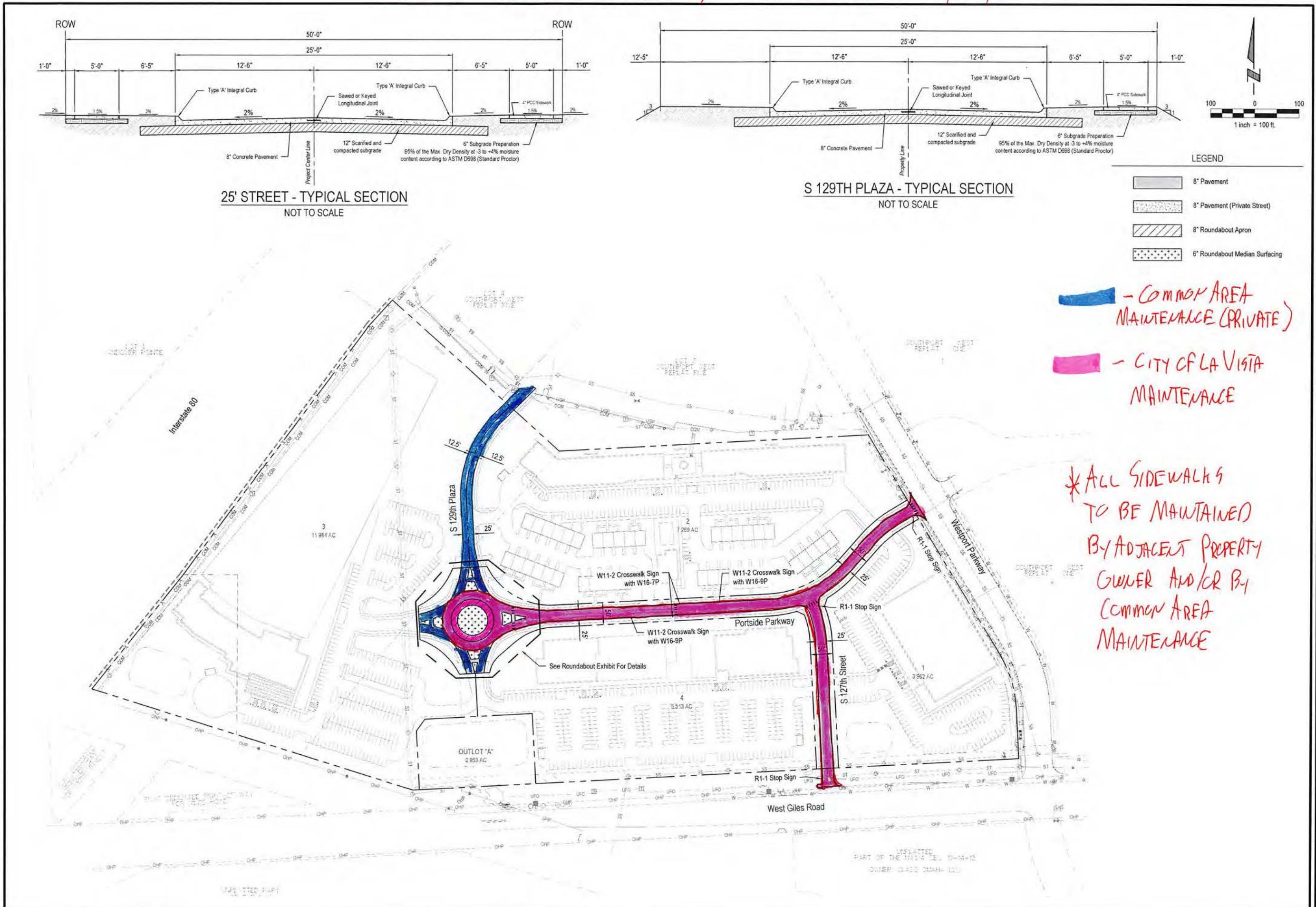
Thanks

Neal Sellers
Project Manager
Sarpy County Public Works
(402) 537-6907
Nsellers@sarpy.gov
<https://www.connectsarpy.com/>

From: Gregg Nisotis <Nisotisg@sarpy.gov>
Sent: Wednesday, December 24, 2025 9:54 AM
To: Neal Sellers <nsellers@sarpy.gov>
Subject: FW: 132nd and Giles Traffic Information Request

From: Kyle Vohl <kvohl@eacg.com>
Sent: Wednesday, December 24, 2025 9:52 AM

PACIFIED SNOW OPERATIONS RESPONSIBILITIES - 12/29/25



E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599 www.eacong.com State of NE Certificate of Authorization #CAG008	
E & A CONSULTING GROUP, INC. Engineering Answers	

December 9, 2025

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

RE: Southport West Replat 10 – PUD Design Review Letter #3

Dear Chris:

This letter shall provide recommendations and/or corrections for the Applicant's resubmittal containing drawings received on 12/5/2025. For tracking purposes, I have noted deficiencies in the submittal package below, and where appropriate, the corresponding requirements outlined in the Southport West Design Guidelines.

General:

1. The following drawings were submitted:
 - a. 1 of 3 - PUD Site Plan
 - b. 2 of 3 - PUD Emergency Vehicle Plan
 - c. 3 of 3 - PUD Landscaping Plan
2. Additional reviews regarding landscaping will take place at the time of Design Review Submission for each building within this PUD with regard to specific requirements regarding the softening of areas around dumpster enclosures, screening of utilities, screening of mechanical equipment, etc.
3. Berming is noted as part of enlarged details. Berming is required in this district but will be reviewed as part of the Design Review for each building project.

Drawings:

1. Landscaping
 - a. Trees are not shown on the Landscape Plan along I-80 but the Exterior Property Line Plantings Detail indicates trees. Trees are required along the I-80. Please revise the Landscape Plan to add these trees.
 - b. Per 6.I.B, green spaces along Interstate I-80 shall be bermed and landscaped per the City of LaVista's Gateway Corridor landscape requirements. The Gateway Corridor landscape requirements reference compliance with the City of LaVista Zoning Ordinance. Section 7.17.03.02 of the City of LaVista Zoning Ordinance requires one tree for every forty lineal feet. I-80 has 1,112 lineal feet of frontage and 28 trees are required. Tree Species shall be selected from Exhibit C of the Southport West Guidelines. Please revise.

Please notify the Applicant of the review comments above and request clarification and/or resubmittal as the case may be. Please remind the Applicant to properly date all resubmittals.

Commercial Market Leader
Executive Manager, Architecture
Principal
Dan Kermes, AIA, NCARB



THE SCHEMMER ASSOCIATES, INC.

Sincerely,

dkerms@schemmer.com
(402) 431-6377 direct

Please feel free to contact me regarding additional clarifications or questions.

