



# City of Grand Island

Tuesday, June 22, 2004

Council Session

## Item E1

**Public Hearing on a Change to the Grand Island Zoning Map for  
Property Being Proposed for Platting as Wal-Mart South  
Subdivision Located South of Highway 34 and East of South  
Locust Street from TA Transitional Agricultural to CD  
Commercial Development**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
City Administration

**Meeting:** June 22, 2004

**Subject:** Public Hearing for Rezoning

**Item #'s:** E-1, F-1, G-6 and I-1

**Presenter(s):** Chad Nabity AICP, Regional Planning Director

## Background

This application would change the Zoning for property proposed for platting as Wal-Mart South Subdivision, located south of U.S. Highway 34, and east of South Locust Street, from TA Transitional Agriculture to CD Commercial Development. This proposed development would allow for the development of a Wal-Mart Super Center and 5 additional pad sites on 36.19 acres at the southeast corner of U.S. Highway 34 and South Locust Street.

## Discussion

A retail store at this site is consistent with the comprehensive development plan for the City and the plan for the development of the South Locust Corridor. Wal-Mart has agreed to continue the landscaping and pedestrian lighting consistent with the landscaping and lighting along South Locust north of U.S. Highway 34. They will be responsible for the installation of all street improvements required for this development including turn lanes on South Locust and a traffic signal at the intersection of Lake Street and South Locust. Below is an analysis of the positive and negative implications of this development.

### **Positive Implications:**

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for commercial development.
- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area. Sanitary sewer and water are along the east side of the property. A suitable outlet for storm water does not currently exist.
- *Development is consistent with Gateway Corridor Overlay:* This development as proposed is substantially consistent with the intent of the Gateway Corridor Overlay District.
- *Would provide a strong anchor store for the South Locust Corridor:* Development of a big box store at this location would strengthen the retail nature of this corridor.

- *Adjacent street are arterial streets:* Both U.S. Highway 34 and South Locust Street are arterial streets. It is expected that these street will carry significant traffic. One of the primary reasons to locate this type of use at a location like this is to take advantage of high traffic volumes.
- *Monetary Benefit to Applicant:* Would allow the applicant to develop and sell this property.

**Negative Implications:**

- *Traffic Congestion:* The development of a Super Center at this site will increase the traffic along both South Locust and U.S. Highway 34.
- *Drainage concerns along U.S. Highway 34:* The proposed drainage shows outlets to the ditches along U.S. Highway 34. This will be permitted by the Nebraska Department of Roads. It qualifies as drainage to a public way and would be allowed by our regulations. An overall drainage plan similar to that implemented by the City and the Central Platte Natural Resources District for western in Grand Island needs to be developed for this area. The structures built as part of this improvement would need to be included in the overall drainage plan for this area.

Several people spoke at the planning commission public hearing with a variety of comments and concerns about his development.

Ken Bunger, an attorney representing Wal-Mart, said the Supercenters are replacing older Wal-Marts, the Supercenters are easier to maintain, and the distribution center in North Platte, has made it possible to get groceries out to the stores. He said they will use a black wrought iron look-alike fence around the garden center, and black chain link around the pond if it is fenced and not the galvanized chain link that is now proposed. He said they do have a liability concern with the pond not being fenced. He said when all the drainage for the area is done they will hook into the overall drainage plan as it is developed for the area.

Don Day, an engineer representing Wal-Mart said there will be screening along the back of the building, to hide the delivery trucks, trash, pallets, and compactors.

Brett Martinez, an architect representing Wal-Mart said this is one of the newest Wal-Mart prototype. They are going away from the big gray box design. He said it adds a lot of color, and keeps visual distractions to a minimum. There will be a drive-thru Pharmacy on the grocery side, and a tire and lube center on the other side.

Gloria Wolbach, a long time resident of Grand Island, stated that Grand Island does not need two Wal-Mart's. She said one is fine but not two. She expressed concern with what two Wal-Mart's will do to the small businesses in town.

Andrew Aken lives on U.S. Highway 34 north of the property, expressed concern on how they will screen the building and with the number of trucks they will have delivering product to the store. He said they have never been contacted by Wal-Mart regarding the development or the impact Wal-Mart traffic will have on his property. He said they have problems with traffic on this highway now, and will only be worse. He said that they

already have trouble getting into their driveway with all the traffic and delivery trucks on the road now.

Don Day responded that Wal-Mart will be using the three access points that are currently available to this property. He said there will be a turning lane on U.S. Highway 34 and they will widen the road near Mr. Aken's property but will require no additional right-of-way.

Greg Baxter echoed the sentiments of Gloria Wolbach and applauded her for her comments. He said he does have an interest in this town and many people have told him also that Grand Island does not need two Supercenters. He feels it is a gesture to dominate the community by building two Supercenters.

Marty Shukert FAICP with RDG Planning and Design in Omaha is currently working with the South Locust business improvement districts on a redevelopment plan for South Locust north of U.S. Highway 34. Marty made the following comments about the proposed Wal-Mart Development:

"I had the opportunity to review the site plan and elevations for the Wal-Mart proposed for the southeast corner of US Highway 34 and South Locust Street as part of our work on the South Locust corridor. The project elevation is consistent with a middle-level Wal-Mart design, and is consistent with other contemporary development in the South Locust corridor. Generally I believe that Wal-Mart willingly builds to overall community design standards, but typically oppose being singled out with special or unique requirements. It appears that the City has achieved significant improvements in site planning and design over the typical "default" Wal-Mart, including pedestrian-scale lighting consistent with the enhanced South Locust corridor, good pedestrian connections from the street to the front door of the building, and good landscaping. This reflects application of the city's Gateway Corridor Overlay Zone. In general, the Wal-Mart project appears to be a good fit to its context, and your efforts will pay off in producing a project that will enhance this re-emerging corridor."

Grand Island City staff and representatives of Wal-Mart have negotiated the attached development agreement. It identifies responsibilities for infrastructure improvements, site and building design, signage, and fencing. If Council approves the rezoning and subdivision as presented Wal-Mart will be responsible for installation and design of turn lanes on South Locust and U.S. Highway 34 as well as installation and design of a stop light at the intersection of South Locust and Lake Streets. City Administration is suggesting that Wal-Mart demonstrate their interest in quality development throughout the city by also designing and installing a 10' wide hike and bike trail along South Locust in front of the development property and designing and installing a 20" inch water main along the north side of the property. City Administration has expressed the desire for these improvements to Wal-Mart representatives on a number of occasions to help ease concerns about Wal-Mart in the community. City Administration would recommend that council require the hike and bike trail and water line improvements with the cost to be borne by Wal-Mart as part of the development agreement.

## Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Approve the rezoning, subdivision and development agreement as presented
2. Modify the rezoning, subdivision and development agreement to meet with the suggestions made by City administration regarding the design and installation of the hike and bike trail and 20" water main
3. Modify the rezoning, subdivision and development agreement to meet the wishes of the Council
4. Deny the request to rezone, subdivide and develop the property
5. Table the issue

## Planning Commission Recommendation

Following further discussion a motion was made by Amick and seconded by Miller to approve and recommend that the Grand Island City Council approve the rezoning, preliminary and final plat, and development plan with the change to the fence on the garden center from chain link to wrought iron look alike.

A roll call vote was taken and the motion passed with 9 members present (Amick, Haskins, O'Neill, Brown, Niemann, Miller, Obst, Monter, Hayes) voting in favor and one member (Wagoner) voting against the motion.

## Sample Motion

City Administration would recommend approval of this ordinance for a change of zone, subdivision plat and development agreement with the following modifications to the development agreement:

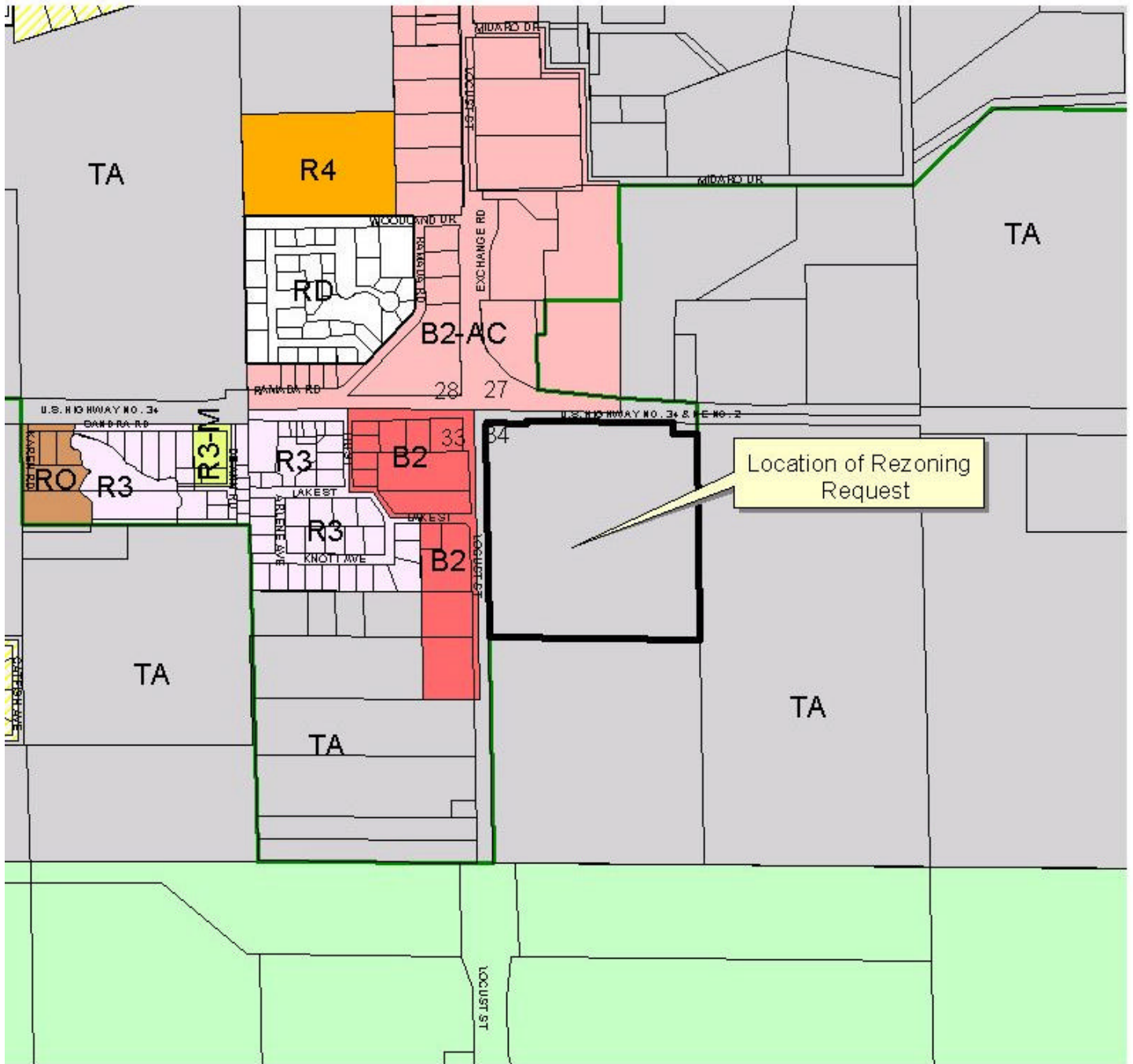
**Preliminary Statements Modify Developer Improvements** (a) to say "Developer shall design and construct a 10-foot wide hike/bike trail along South Locust Street per plans and specifications approved by the Director of Public Works"

**Preliminary Statements Eliminate Public Improvements**

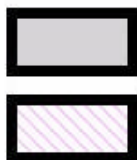
(a) and (b) under public improvements

**Modify Section 6 Developer Reimbursements** Remove the first sentence "The Developer shall reimburse the City a percentage of the Trail improvements as defined below, equivalent to the cost of designing and constructing a 5-foot wide sidewalk along South Locust Street."

**Eliminate Section 7 City Reimbursements**



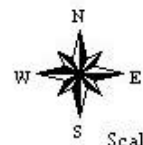
# Requested Zoning



From TA: Transitional Agriculture Zone

To CD : Commercial Development Zone

C-12-2004GI



Scale: None

Regional Planning Commission  
 100 East 1st St  
 Grand Island, NE 68801  
 308-385-5444 Ext 210

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2004 by and among **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, **WAL-MART STORES, INC.**, a Delaware corporation (collectively, the "Developer"), and **THE CITY OF GRAND ISLAND, NEBRASKA**, a Nebraska municipal corporation (the "City"). The Developer and the City are hereinafter sometimes individually referred to herein as a "Party" and are collectively referred to herein as the "Parties."

### PRELIMINARY STATEMENTS

The Developer intends to acquire fee simple title to the real property, which is legally described in the attached Exhibit A (the "Developer Property"), from Wells Fargo Bank, N. A. as trustee of The Irene V. Christensen Easton Revocable Trust ("Seller"). The Developer intends to develop the Developer Property in accordance with the plan attached hereto as Exhibit B (the "Site Plan"). In connection with the Developer's development of the Developer Property, improvements are to be made to certain real property located in the vicinity of the Developer Property (the "Public Property"), in connection with the final plat of the Developer Property, Wal-Mart South Subdivision (the "Plat"). In particular, the Developer shall perform the following tasks and/or construct the following improvements upon the Public Property (collectively, the "Developer Improvements"):

(a) Developer shall reimburse the City a percentage of the Trail Improvements, as defined below, equivalent to the cost of designing and constructing a 5-foot wide sidewalk along South Locust Street.

(b) The Developer shall design and construct the following: (i) pavement return widening to accommodate an eastbound right turn lane from Highway 34; and (ii) a westbound left turn lane from Highway 34 (collectively the "Highway 34 Improvements").

(c) The Developer shall design, construct and install the following: (i) pavement return widening to accommodate northbound right turn lane from South Locust Street; (ii) a southbound left turn lane from South Locust Street and (iii) a traffic signal at the intersection of South Locust Street and Lake Street per plans and specifications approved by the Director of Public Works (collectively the "South Locust Street Improvements").

(d) Developer shall design, construct and install (i) a public 10-inch diameter water main loop in the easement shown on the Site Plan and (ii) a 20-inch diameter water main along Highway 34 to serve Developer Property per plans and specifications approval by the Director of Public Works (collectively the "Water Work").

(e) Developer shall design, construct and install a public 10-inch diameter sanitary sewer in the easement shown on the Site Plan in order to serve Lots 1 and 6 of the Plat and a 6-inch sanitary sewer line to Lots 2, 3, 4 and 5 of the Plat in accordance with plan and specification approval and inspection by the Director of Public works (collectively the “Sewer Work”).

(i) Developer shall design, construct and install (i) a conduit for a public electrical line loop as noted on the Site Plan and (ii) necessary conduit, wire and lighting fixtures for public pedestrian lighting, with a separate circuit and meter, as part of the Trail Improvements as noted on the Site Plan; and, shall give the City an additional 10% of the materials constructed so as to allow the City to maintain the lighting (collectively the “Electrical Work”).

Further, the City shall perform the following tasks and/or construct the following improvements upon the Public Property (collectively, the “Public Improvements”):

(a) The City shall design and construct a 10-foot wide, 5-inch thick concrete or asphalt trail and landscaping along South Locust Street and Highway 34 (the “Trail Improvements”);

(b) City shall reimburse the developer 50% of the cost of designing and constructing a 20-inch diameter water main along Highway 34, as described below, which is equivalent to the cost of a 10-inch water main needed to serve Developer Property.

(c) The City shall install a public electrical line in the conduit constructed by the Developer as shown on the Site Plan.

(d) The City shall provide construction observation and testing for all Developer Improvements.

Further, the Developer shall design, construct and maintain a storm water retention pond upon the Developer Property (collectively, the “Drainage Improvements”) until such time that a permanent and adequate public system is constructed adequate to serve Developer’s Property.

NOW, THEREFORE, based upon the foregoing Preliminary Statements, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**Section 1. Applications for Permits and Approvals.** The City will not deny or delay the issuance of any certificate of occupancy or other permit required for the lawful use and occupancy of the Developer Property, which denial or delay is solely associated with the City’s failure to perform any of the duties or obligations set forth in this Agreement. The City will cooperate with the Developer to obtain all approvals and permits necessary for the completion of the Public Improvements from any and all governmental authorities with jurisdiction over the same, including but not limited to the Hall County Department of Health, State of Nebraska Department of Roads, State of Nebraska Department of Environmental Quality and State of Nebraska Department of Natural Resources.



**Section 2. Construction and Maintenance of Developer Improvements.** Developer shall perform or engage a qualified contractor to construct and install the Developer Improvements, including the South Locust Street Improvements, the Highway 34 Improvements, the Sewer Work, the Electrical Work and the Water Work. Notwithstanding the above, Developer shall have no obligation to perform the Developer Improvements until such time as (a) the Developer has acquired the Developer Property, (b) the Developer gives a written notice to the City of Developer's intention to develop and use the Developer Property, (c) the land, which is necessary for construction of the Developer Improvements and the Public Improvements, has been publicly dedicated and accepted by the City, and (d) Developer and City have obtained any and all necessary approvals and permits necessary for the completion of the Developer Improvements from any and all governmental authorities with jurisdiction over the same. City hereby grants to Developer, its agents, successors and assigns, a permit, license and temporary easement to enter onto any property of the City necessary to perform the Developer Improvements and reasonably regulate pedestrian and vehicular traffic to such areas during the performance of the Developer Improvements. Following completion of the Developer Improvements, the City shall, at its sole cost and expense, accept, maintain in perpetuity the Developer Improvements and all improvements appurtenant thereto and benefiting the same, in good order and repair. The City shall provide the necessary construction observation and testing to ensure that the Developer Improvements are completed in accordance with the plans and specifications, provided that payments by the Developer for such services shall be at the same rate as that charged to others developing property in the City.

**Section 3. Construction and Maintenance of Public Improvements.** In the event that (i) the Developer shall acquire the Developer Property, (ii) the Developer delivers plans to the City for the Public Improvements drafted by a civil engineering firm retained by Developer and (iii) the Developer gives a written notice to proceed to the City of Developer's intention to develop and use the Developer Property, then the City shall construct and complete the Public Improvements within 270 calendar days after delivery to the City of Developer's written notice to proceed.

**Section 4. Easements.** Developer agrees to grant perpetual, non-exclusive easements to the City to maintain, operate, repair and replace public water, electrical and sanitary sewer lines over that portion of the Developer Property identified on the Plat.

**Section 5. Drainage Improvements.** The Developer shall construct a retention facility with a permanent pool as shown on Exhibit "C", attached hereto. The Developer shall maintain and operate the facility until such time as the City develops a regional drainage solution that includes the Developer Property. Such solution shall include the building of a storm sewer or swale sufficient to connect to and to drain the Developer Property. In such event, the Developer shall connect to the regional system and pay a connection fee or assessment the same as that charged to others connecting to the system. The Developer reserves the right to construct a fence around the retention cell as noted on the Site Plan.

**Section 6. Developer Reimbursements.** The Developer shall reimburse the City a percentage of the Trail Improvements, as defined below, equivalent to the cost of designing and constructing a 5-foot wide sidewalk along South Locust Street. The Developer shall make payment of these reimbursements to the City within 30 days of receipt of City's written request

and certification that the particular improvement has been completed in accordance with the plans and specifications. Such certification shall include sufficient detail so that expenses can be tracked in accordance with the engineer's cost estimates.

**Section 7. City Reimbursements.** The City shall reimburse the Developer 50% of the cost of designing and constructing the water main along Highway 34 as a 20-inch water main. The City shall make payment of these reimbursements to the Developer within 30 days of receipt of Developer's written request and certification that the particular improvement has been completed in accordance with the plans and specifications. Such certification shall include sufficient detail so that expenses can be tracked in accordance with the engineer's cost estimates.

**Section 8. Improvement District.** The Developer agrees to sign a paving petition in the event it is necessary to reconstruct South Locust Street or Highway 34 after the improvements contemplated by this Agreement are constructed. Except as to the Trail Improvements, the owners of the lots within the Developer Property shall construct public sidewalks along public streets abutting their respective lots at the time such lot is built upon in accordance with City ordinance.

**Section 9. No Obligation To Construct or Operate Upon the Developer Property.** The City acknowledges and agrees that the Developer has made no promise or commitment to construct any road or street, construct or operate any retail facility upon the Developer Property or make any other use of the Developer Property, and the City releases the Developer from any and all claims and liability resulting from the Developer's decision not to construct or operate any road, street or retail facility upon the Developer Property. If the Developer has not applied for a building permit on or before December 22, 2005, the City may initiate a reversion of zoning of Developer Property to the TA District.

**Section 10. Subdivision Approval; Site Plan Approval; Annexation.** The Plat complies with all of the terms and provisions of the Grand Island City Code and has been approved by the City concurrently with this Agreement. City hereby approves of (i) all matters set forth in the Site Plan and (ii) the character and locations of pedestrian and vehicular access from the Developer Property to Highway 34 and South Locust Street as shown in the Site Plan. The land encompassed and described by the Plat has been annexed into City.

(a) **Design and Construction** The buildings to be constructed on the Developer Property shall be designed so that the exterior elevation of such building shall be architecturally and aesthetically compatible in material and color with any building constructed by Wal-Mart on the Wal-Mart Property. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality. No portion of any building constructed on the Developer Property (including architectural features) shall exceed a height of 45 feet above the center of the intersection of U.S. Highway 34 and South Locust Street.

(b) **Location** No building shall be constructed on the Developer Property except within the Building Envelope Areas as defined on the Site Plan.

(c) **Signage**. Signage on the Developer property shall be permitted at the locations approved on the Site Plan. Signage shall be limited to wall mounted signs permissible by the Grand Island sign code at the time of application for the signage and one (1) monument style sign not to exceed ten (10) feet in height or width for the entire sign structure on each platted lot. In addition one monument style sign on the outlot for the main Entrance on South Locust Street not to exceed 14 feet in width and 10 feet in height but may be constructed. All sign bases shall be built from materials similar tot the buildings and shall be illuminated internally.

(d) **Flood Plain**. Since the Plat is within a delineated flood plain, all structures constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Developer or its successors from the City Building Department under the provisions of Section 2-1506.06, R.R.S. 1943. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a registered engineer or architect. This section shall not apply should the affected property be removed from the flood plain prior to construction of buildings on the affected properties.

(e) **Landscaping**. The Developer agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and landscaping and lighting plans as approved on the Site Plan.

(f) **Access**. Vehicular access to lots 2, 3, 4 and 5 shall not be allowed directly from South Locust Street. Access shall be limited as shown on the Site Plan.

(g) **Outside Storage**. Semi-trailers, conex boxes, shipping containers and similar items shall not be kept outside on the property within of public view as permanent or temporary storage facilities, except as shown on the Site Plan.

**Section 11. Connection Fees.** Sewer connection fees in the amount of \$40,614.00 on Developer Property will be paid at the time the Agreement is executed by the Developer. In the event the Developer chooses not proceed with the development of Developer's Property and the Plat is vacated, the City shall promptly refund the connection fees. No connection fees or assessments are required for water service or water main extensions for the development of Developer property as approved, except necessary time and material that may be required.

**Section 12. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Except with the written consent of the other Party hereto or as expressly permitted by this Agreement, no Party to this Agreement shall take any act which would allow any right hereunder to be assigned or held by any other person without the written consent of the other Parties hereto.

**Section 13. Time of Essence.** Time is of the essence in the Parties' performance of their respective obligations pursuant to this Agreement.

**Section 14. Choice of Law.** The laws of the State of Nebraska shall govern as to the interpretation, validity and effect of this Agreement.

**Section 15. Complete Agreement.** This Agreement constitutes the entire agreement among the Developer and the City with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, among the Developer and the City with respect to the subject matter of this Agreement.

**Section 16. Counterparts.** This Agreement may be signed in counterparts.

**Section 17. Further Assurances.** From time to time after the date hereof, without further consideration, the Parties will (i) execute and deliver, or cause to be executed and delivered, such instruments to each other as may be reasonably requested in order to effectuate the intent of this Agreement and (ii) use reasonable good faith efforts to obtain any third-party consents reasonably necessary to effectuate the intent of this Agreement.

**Section 18. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be reformed so as to give maximum legal effect to the intention of the Parties as expressed therein.

**Section 19. Authorization.** The Developer represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary corporate action of the Developer and are valid, binding and enforceable obligations of the Developer in accordance with their respective terms. The City represents, covenants and warrants that the making and execution of this Agreement and all other documents and instruments required or related hereunder have been fully authorized by the necessary organizational action of the City and are valid, binding and enforceable obligations of the City in accordance with their respective terms.

**Section 20. Notice.** All notices, consents, approvals or other instruments required or permitted to be given by either Party pursuant to this Agreement shall be in writing and given by (a) hand delivery, (b) facsimile, (c) express overnight delivery service or (d) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to the City:                   The City of Grand Island  
  100 East First Street  
  Box 1968  
  Grand Island, NE 68802-1968  
  
  Attention: City Administrator  
  Telephone: ( ) \_\_\_\_\_  
  Facsimile: ( ) \_\_\_\_\_

If to the Developer: Wal-Mart Stores, Inc.  
2001 S.E. 10<sup>th</sup> Street  
Bentonville, AR 72716-0550  
Attention: Legal Dept., Nebraska  
with copy to: Real Estate Manager, Nebraska  
Telephone: (479) 204-0754  
Facsimile: (479) 273-4107

**Section 21. Modification.** This Agreement may not be amended, modified or altered unless by written agreement signed by the Developer and the City.

**Section 22. Seller's Consent.** The Parties agree that the written consent of the Seller to this Agreement is made for the sole purpose of allowing the Agreement to be filed of record with the Plat if the Developer Property is owned by the Seller at the time of such filing. The Parties agree that the Seller assumes no obligation, duty or responsibility, present or future, direct or implied, under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

THE CITY OF GRAND ISLAND,  
NEBRASKA, a Nebraska municipal corporation

Attest:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
The City Clerk

Approved as to Form:

\_\_\_\_\_  
The City Attorney

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

THE DEVELOPER:

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

WAL-MART STORES, INC., a Delaware corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, as of the day and year first above written and pursuant to Section 22 hereinabove, the Seller hereby consents to the filing and recording of this Agreement with the filing and recording of the Plat.

THE IRENE V. CHRISTENSEN EASTON  
REVOCABLE TRUST

By Wells Fargo Bank Nebraska, N.A., trustee

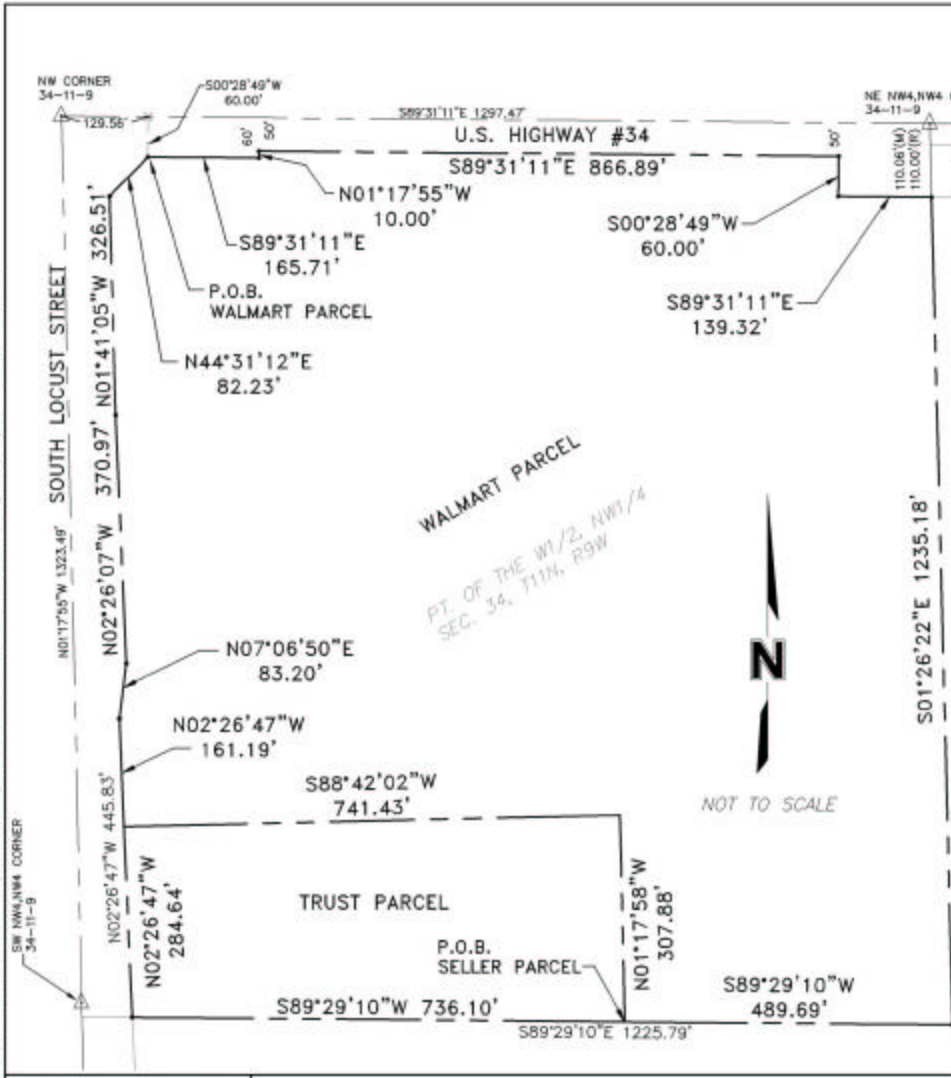
By \_\_\_\_\_  
Its \_\_\_\_\_



**EXHIBIT A**

**DEVELOPER PROPERTY LEGAL DESCRIPTION**

F:\Projects\20030710\LINKS\SURVEY\VALTAL\DWG\VALTAL\DWG\VALTAL\DWG\WALMARTS\_Parcel.dwg 04/09/04 09:43:44 AM CDT



**LEGAL DESCRIPTION  
WALMART PARCEL**

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE 6th P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 31 MINUTES 11 SECONDS EAST A DISTANCE OF 129.56 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 49 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF US HIGHWAY 34, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 31 MINUTES 11 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, SAID LINE ALSO BEING 60.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 165.71 FEET; THENCE NORTH 01 DEGREES 17 MINUTES 55 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 11 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, SAID LINE ALSO BEING 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 866.89 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 49 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 11 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE, SAID LINE ALSO BEING 110.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 139.32 FEET TO THE EAST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 26 MINUTES 22 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,235.18 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN DOCUMENT NO. 89-102883, RECORDS OF HALL COUNTY; THENCE NORTH 89 DEGREES 29 MINUTES 10 SECONDS WEST, ALONG SAID SOUTH LINE, SAID LINE ALSO BEING THE NORTH LINE OF A PARCEL OF LAND AS DESCRIBED IN DOCUMENT NO. 89-102882, A DISTANCE OF 489.69 FEET; THENCE NORTH 01 DEGREES 17 MINUTES 58 SECONDS WEST A DISTANCE OF 307.88 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 02 SECONDS WEST A DISTANCE OF 741.43 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH LOCUST STREET; THENCE NORTH 02 DEGREES 26 MINUTES 47 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 161.19 FEET; THENCE NORTH 07 DEGREES 06 MINUTES 50 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 83.20 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 07 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 370.97 FEET; THENCE NORTH 01 DEGREES 41 MINUTES 05 SECONDS WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 326.51 FEET; THENCE NORTH 44 DEGREES 31 MINUTES 12 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 82.23 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,357,713.14 SQUARE FEET OR 31.17 ACRES, MORE OR LESS.

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DATE: 05/14/04

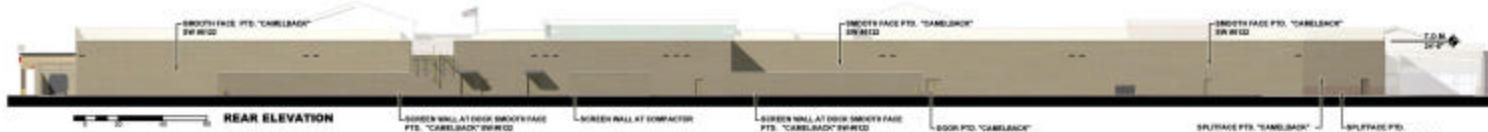
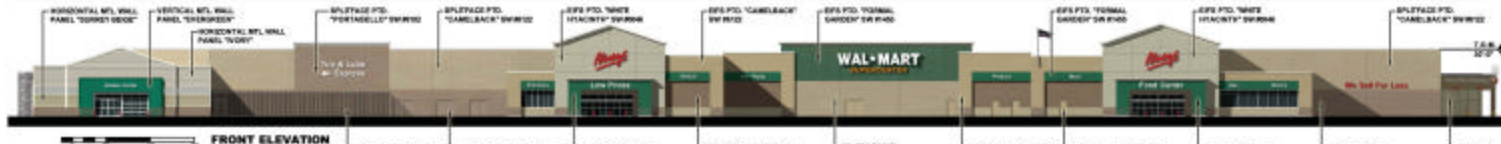
**Exhibit A To The Development Agreement**

**OLSSON ASSOCIATES**  
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS  
1111 LINCOLN HILL - LINCOLN, NEBRASKA 68502  
PH: 402-474-8877 - FAX: 402-474-0700

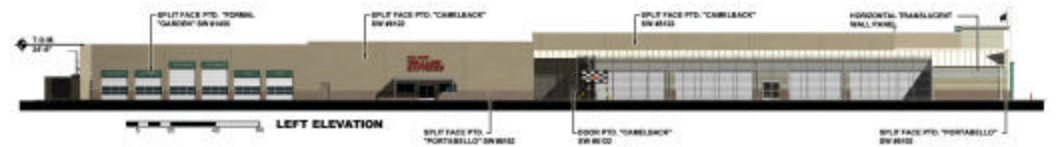
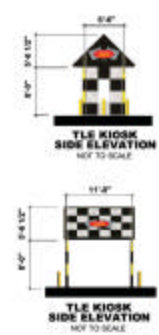
**EXHIBIT B**

**SITE PLAN**

[See attachment.]



FINISH	HEIGHT	AREA
1. WAL-MART	7'-0"	100 SF
2. SUPERCENTERS	7'-0"	12 SF
3. AMPHIB	7'-0"	20,128 SF
4. Food Center	7'-0"	60,442 SF
5. Low Profile	7'-0"	40,400 SF
6. Service Bays	7'-0"	10,000 SF
7. Pharmacy	7'-0"	11,000 SF
8. Drive Thru	7'-0"	5,000 SF
9. Service	7'-0"	10,000 SF
10. Service	7'-0"	10,000 SF
11. Auto Wash	7'-0"	10,000 SF
12. Wash	7'-0"	10,000 SF
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100. Wash	7'-0"	10,000 SF



**LAW/KINGDON, INC.**  
Architects • Engineers • Planners

**REPRESENTATION ONLY  
NOT FOR CONSTRUCTION**  
Building images shown are a representation of the design intent and may not reflect any subtle variations in color, material or construction that may occur due to local material differences and final design detailing.

**WAL-MART  
SUPERCENTER**

**Grand Island, NE** (scuff)  
83386 8/11/04



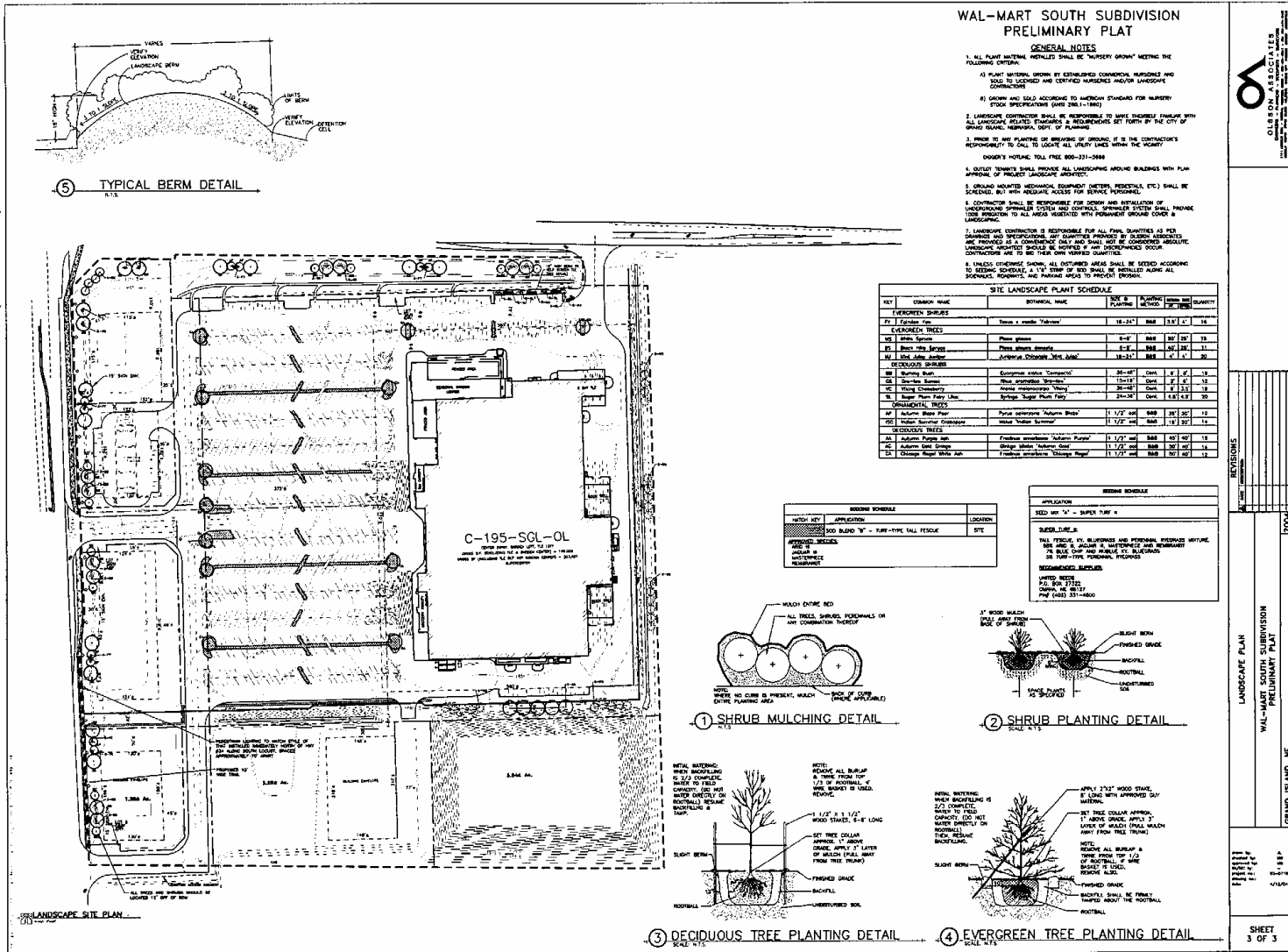
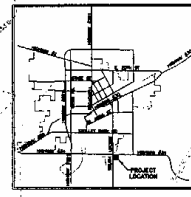
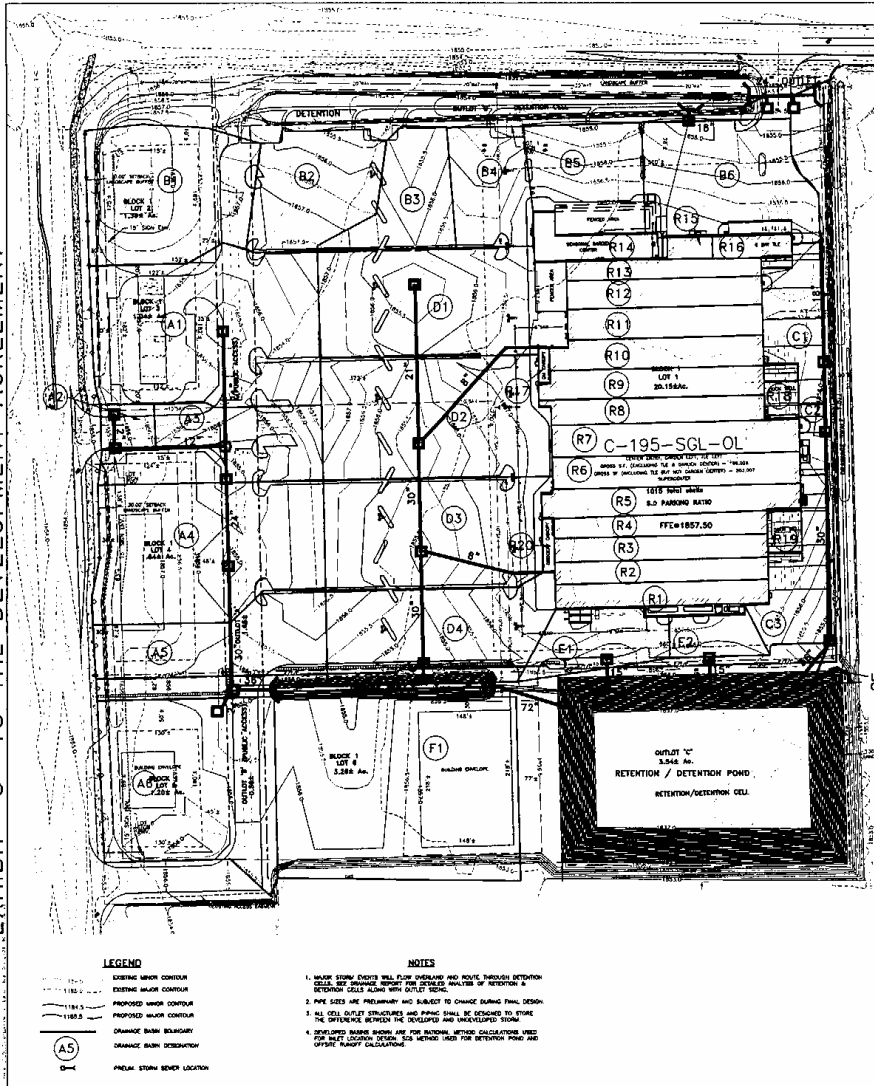




EXHIBIT "C" TO THE DEVELOPMENT AGREEMENT

WAL-MART SOUTH SUBDIVISION  
PRELIMINARY PLAT  
GRADING & DRAINAGE PLAN



**STAGE - STORAGE-DISCHARGE DATA**  
GRADED DETENTION POND WITH CURB

STAGE (FT)	STORAGE VOL. (CU YD)	DISCHARGE (CU YD)
100.0	0.00	0.000
100.1	2.7	0.000
100.2	5.4	0.000
100.3	8.1	0.000
100.4	10.8	0.000
100.5	13.5	0.000

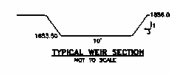
**STORM WATER DETENTION DATA**

**DEVELOPED POND**

EXISTING CONDITIONS	DEVELOPED CONDITIONS
- AREA: 36.0 Acres	- AREA: 36.0 Acres
- CURB: 24"	- CURB: 24"

SUMMARY OF HYDROLOGIC ANALYSIS RESULTS - DETENTION POND

FREQUENCY (1/yr)	STORAGE (CU YD)	INLET (CU YD)	OUTFLOW (CU YD)	WATER SURFACE (ELEVATION)
2	5.4	5.4	5.4	100.25
10	7.5	17.2	10.7	100.36
100	6.9	237	45	100.99
2.7 10	10.1	170 (TWICE)	120	100.54



**DRAINAGE CALCULATIONS**

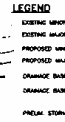
DETERMINED	PROPOSED	DIFFERENCE
1.18	1.18	0.00

**SUMMARY BREAKDOWN - PRE- AND POST-DEVELOPED**

LINE#	AREA (ACRES)	TIME OF CONCENTRATION (MINUTES)	CURVE NUMBER	100-YR PEAK FLOW (CU YD)
1	36.0	9.0	20	110
2	36.0	9.0	20	110

**RAIIONAL METHOD**

Location	Area (ac)	Coefficient	ATC	Time of Conc. (min)	Peak Flow (cfs)	Peak Flow (cu yd)	Comments
A1	0.06	0.80	1.68	11.00	0.00	0.00	TO AS
A2	0.14	0.80	0.11	11.00	0.00	0.00	TO AS
A3	0.06	0.80	0.08	11.00	0.00	0.00	TO AS
A4	1.74	0.80	1.28	11.00	0.00	0.00	TO AS
A5	1.96	0.80	1.50	11.00	0.00	0.00	TO AS
A6	1.12	0.80	0.80	11.00	0.00	0.00	TO AS
B1	1.26	0.80	1.03	11.00	0.00	0.00	TO LOW FLOW LINER
B2	0.80	0.80	0.94	0.84	11.00	0.00	TO LOW FLOW LINER
B3	0.97	0.80	0.48	11.00	0.00	0.00	TO LOW FLOW LINER
B4	0.95	0.80	0.44	11.00	0.00	0.00	TO LOW FLOW LINER
B5	0.72	0.80	0.58	11.00	0.00	0.00	TO LOW FLOW LINER
B6	0.23	0.80	0.18	11.00	0.00	0.00	TO AS
B7	0.93	0.80	0.92	11.00	0.00	0.00	TO AS
B8	1.12	0.80	1.10	11.00	0.00	0.00	TO LOW FLOW LINER
ROOF	2.07	0.80	1.98	11.00	0.00	0.00	R 6.6, 10.1, 13.1, 16 TO C1
C1	0.37	0.80	0.48	2.11	11.00	0.00	TO C1
C2	1.28	0.80	0.80	11.00	0.00	0.00	TO C2
C3	0.84	0.80	0.37	3.33	11.00	0.00	TO DETENTION CELL
PROOF	1.72	0.80	1.30	11.00	0.00	0.00	TO DETENTION CELL
C-5	0.45	0.80	0.37	0.07	11.00	0.00	TO DETENTION CELL
D1	1.95	0.80	1.24	1.24	11.00	0.00	TO D2
D2	0.03	0.80	0.02	0.02	11.00	0.00	TO D2
D3	1.91	0.80	1.28	2.06	11.00	0.00	TO D2
D4	0.84	0.80	0.03	0.03	11.00	0.00	TO D2
D5	1.43	0.80	1.14	3.72	11.00	0.00	TO D2
D6	1.21	0.80	0.91	4.96	11.00	0.00	TO D2
E1	0.46	0.80	0.37	0.37	11.00	0.00	TO DETENTION CELL
E2	0.22	0.80	0.18	0.18	11.00	0.00	TO DETENTION CELL
F1	2.28	0.80	1.80	11.00	0.00	0.00	TO SWALE



- NOTES**
1. MAJOR STORM DITCHES WILL FOLLOW PROPOSED MAJOR CONTOUR THROUGH DETENTION CELLS. SEE DRAINAGE REPORT FOR DETAILED ANALYSIS OF RETENTION IN DETENTION CELLS ALONG WITH OUTLET DESIGN.
  2. PIPE SIZES ARE PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN.
  3. ALL CELL, OUTLET STRUCTURES AND PIPING SHALL BE DESIGNED TO STORE THE DIFFERENCE BETWEEN THE DEVELOPED AND UNDEVELOPED POND.
  4. DEVELOPED PONDING SHOWN ARE FOR RATIONAL METHOD CALCULATIONS USED FOR THIS LOCATION DESIGN. SEE METHOD BOOK FOR DETENTION POND AND OTHER RELEVANT CALCULATIONS.

**OLSON ASSOCIATES**  
INCORPORATED  
1000 N. 10TH ST., SUITE 100  
GRAND ISLAND, NE 68801  
PHONE: (402) 333-1111  
FAX: (402) 333-1112  
WWW.OLSONASSOCIATES.COM

**REVISIONS**

NO.	DATE	DESCRIPTION
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**GRADING & DRAINAGE PLAN**  
WAL-MART SOUTH SUBDIVISION  
PRELIMINARY PLAT

DATE: 11/15/11  
DRAWN BY: J. H. HARRIS  
CHECKED BY: J. H. HARRIS  
SCALE: AS SHOWN

**SHEET 2 OF 3**