City of Council Bluffs, Iowa
Request for Proposals
Playland Park (River's Edge) Neighborhood Development
Proposal Due Date: March 25, 2022

The City of Council Bluffs through its Community Development Department is accepting proposals for the purchase and development of six parcels, approximately 4.91 acres of real estate, within the Playland Park (River's Edge) Neighborhood. River's Edge is a premier mixed-use redevelopment project located in the west end of Council Bluffs, Iowa. The project site is strategically located along the north side of Interstate 480, between the Missouri River and Interstate 29, and immediately across the Missouri River from Downtown Omaha, Nebraska. Over the past six years, River's Edge has experienced a tremendous amount of new growth in the form of a new office building, parking garage, multi-family apartments, mixed-use commercial/residential structures, and townhomes. The City is now seeking proposals from interested and qualified developers to build a mixture of condominiums, multi-family apartments, mixed commercial/residential structures, and/or townhomes on six of the seven remaining parcels of land within River's Edge.

The following properties are the subject of this Request for Proposals (RFP):

- Parcel A: Block 1, River's Edge Subdivision (1.72 acres)
- Parcel B: Lot 2, Block 3, River's Edge Subdivision, Replat 2 (.81 acres)
- Parcel C: Block 4, River's Edge Subdivision (.86 acres)
- Parcel D: Lot 1, Block 5, River's Edge Subdivision, Replat 2 (.75 acres)
- Parcel E: Lot 3, Block 5, River's Edge Subdivision, Replat 2 (.35 acres)
- Parcel F: Lot 2, Block 5, River's Edge Subdivision, Replat 2 (.42 acres)

The City's preference is for all six lots to be sold to and developed by one firm, and/or development team. Proposals that exclude one or more lots will not be given consideration by the City's selection committee. A map depicting the location of each subject property within the River's Edge is included with this RFP as Attachment 'A'.

Site Description

River's Edge is a 26-acre master-planned, mixed-use redevelopment project located along the Missouri River in the west end of Council Bluffs, Iowa. It is within close proximity of Downtown Omaha, Nebraska, as well as, Tom Hanafan River's Edge Park and the Bob Kerrey Pedestrian Bridge. Other recreational amenities that are planned to be constructed within, or immediately adjacent to, to this neighborhood includes:

- Belle's Play Garden (2022)
- Tree Top Walk (2023)
- Observation Tower (2023)
- Climbing and Adventure Course (2023)
- Waterfront Pier (2024)

The neighborhood is also designed to incorporate current best urban planning practices such as: mixture of land uses and housing typologies; buildings constructed with minimal setback distances from the adjacent public realm, pedestrian mobility and walkability via sidewalks, raised bike lanes, and sidewalk separations from the on-street parking and roadways; landscaped street rights-of-way,

public gathering/meeting spaces, and high quality building architecture and designs. A map illustrating existing development within the neighborhood is included with this RFP as Attachment 'B'.

The primary vehicular access point into the River's Edge is currently N. 41st Street; however, this will change to N. 40th Street once the Iowa Department of Transportation completes construction of Segment 4 of the Council Bluffs Interstate System Program in 2023-2024. A complete overview of the Council Bluffs Interstate System Program can be viewed online by visiting the following website: http://councilbluffsinterstate.iowadot.gov/ . Avenue B serves as a secondary vehicular access point.

All properties within River's Edge have access, or are planned to have access, to full utilities such as sanitary sewer, storm sewer, water, electricity, natural gas, and telecommunications. Individual service lines may need to be extended to accommodate projects on the subject properties. 5G internet/telecommunication technology is also available within the neighborhood.

All of the properties included in this RFP are zoned R-4/High Density Multi-Family Residential District with an adopted PR/Planned Residential Overlay/development plan assigned to them. Per Section 15.11 of the Council Bluffs Municipal Code (Zoning Ordinance), the R-4 District is intended *"to provide for development of high density multi-family housing. This district allows for a mixture of compatible uses with high density urban neighborhoods. This district is most appropriate in central areas of the community or in areas which have full services".* A copy of the complete R-4 District zoning regulations is included with this RFP as Attachments 'C' and 'D'.

River's Edge is subject to an adopted master development plan that was last amended and approved by the Council Bluffs City Council in 2014 (see Attachment E). This development plan functions as the primary regulatory document relative to: building setbacks and heights, architectural designs, block designs and mix of land uses, public art, on and off-street parking, street connectivity and design, pedestrians and cyclists, and other special design requirements within the neighborhood. All subject properties in this RFP have a preferred land use and building typology identified in the adopted master development plan, as follows:

- **Parcel A**: This property contains 1.72 acres of land and is situated at the base of the Bob Kerry Pedestrian Bridge/River's Edge Pavilion with picturesque views of the Downtown Omaha skyline. The master development plan identified this property as an ideal location for a mid-rise condominium tower on top of a pedestal building that contains structured parking. The condominium tower and associated pedestal building must have a minimum combined height of 10-12 stories, and a total minimum assessed value of $34 million.
- **Parcel B**: This property contains .81 acres of land and is situated south of Avenue B, west of N. 40th Street, and north of River's Edge Parkway. The westerly half of the property was recently developed with off-street parking spaces that will be shared with the property located at 4040 Rivers Edge Parkway. The master development plan identified this property as an ideal location for a mixed residential/commercial structure that ranges between 3-4 stories in height. The total minimum assessed value for a mixed commercial/residential structure on this property is negotiable.
- **Parcel C**: This property contains .86 acres of land and is situated south of Avenue B, east of N. 40th Street, and north of River's Edge Parkway. This property is located immediately east of the aforementioned Parcel 'B' and is identified as an ideal location for a mixed residential/commercial structure that ranges between 3-4 stories in height. The total minimum assessed value for a mixed commercial/residential structure on this property is negotiable.

- **Parcels D-F**: These three properties are being marketed together due to the uniqueness of their size, shape, and location within the Playland Park (River's Edge) Neighborhood. It's anticipated these properties may be replatted into one or two parcels in order to assist with development efforts. These properties have a total combined land area of 1.52 acres and are located west of N. 40th Street, south of River's Edge Parkway, and east of N. 41st Street. Parcels D & F are identified as an ideal location for new a multi-family apartment building and associated off-street parking. The apartment building would be orientated east/west along the frontage of River's Edge Parkway and have a minimum height of 2-3 stories. Parcel E is identified as an ideal location for a one-story commercial/retail building since it's located along the primary entrance into neighborhood. The total minimum assessed value for a multi-family apartment and commercial/retail buildings on these properties is negotiable.

River's Edge is also subject to a set of private covenants which contains specific standards for items including, but not limited to, the following: signage, landscaping, building architecture, site development (i.e. maximum building heights, parking, trash enclosures, exterior lighting, etc.), cross access easements, utilities, etc. The covenants also establish and provide clarity on the duties and powers of the River's Edge Master Property Owners Association and the River's Edge Architectural Control Committee. A copy of the covenants are included with this RFP as Attachment 'F'. The City encourages all interested developers to review these covenants in advance of designing and submitting their proposals for consideration. Furthermore, any requested amendments to these covenants must be clearly stated in the submitted proposal for the City to review.

All subject properties included in this RFP are located in flood zone X (protected by levee).

Value of the Property

In December 2021, the City of Council Bluffs hired the firm Mitchell & Associates, Inc., to complete an updated appraisal of the subject properties. The most recent market value for each property is stated below:

- Parcel A: Block 1, River's Edge Subdivision ($190,000.00)
- Parcel B: Lot 2, Block 3, River's Edge Subdivision, Replat 2 ($88,000.00)
- Parcel C: Block 4, River's Edge Subdivision ($94,000.00)
- Parcel D: Lot 1, Block 5, River's Edge Subdivision, Replat 2 ($82,000.00)
- Parcel E: Lot 3, Block 5, River's Edge Subdivision, Replat 2 ($38,000.00)
- Parcel F: Lot 2, Block 5, River's Edge Subdivision, Replat 2 ($46,000.00)

The City intends to sell each property for at least fair market value. A copy of the appraisal report can be made available upon request.

Inquiries, Questions and Deadlines

All inquiries/questions regarding this RFP must be directed via the electronic submission system at https://cbiabids.ionwave.net/. Any changes or additions to the RFP information will be sent to via Ion Wave. Any other contact in reference to this RFP prior to the time of an award decision will not be addressed.

RFP Issued: **February 15, 2022**

Q&A Ends: **March 1, 2022 at 3:00 pm (CST)**

Answers Posted: **No later than March 7, 2022 at 3:00 pm (CST)**

RFP Due: **March 25, 2022 by 5:00 p.m. (CST)**

Proposals submitted by mail, facsimile transmission (fax) or electronic mail (email) will not be accepted. Proposals received after the submission deadline will not be accepted.

Proposal and Submittal Requirements

In a clear and concise manner, developers must submit proposals that demonstrate the developer's capacity to satisfy the requirements of this RFP. Proposals do not need to be elaborate or costly, but should be prepared in a professional manner. The following information to be submitted for consideration:

1. Application – must be completed and attached as proposal cover page (see Attachment G).

2. Project Summary – A brief written description of the project.

3. Project Plans – A scaled plot plan of the proposed development. The plot plan should illustrate the location of structures, parking areas, ingress and egress, open or landscape areas, etc. The developer must also submit additional information such as elevation drawings, photos of similar projects, typical floor plans, etc.

4. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.

5. Project Timeline – A timeline for the project design, bidding, construction and occupancy.

6. Financial Summary – Developer must provide a proposed cost and source of funding for the project, including a minimum 10-year project proforma. Developer must also outline expected funding sources and projected date all financing will be secured.

7. Project Contingencies – Indicate any special assistance needed to implement the project, such as financial assistance, state or federal applications, or other public participation.

Proposal Evaluation

The project proposals will be reviewed based on the following evaluation criteria:

1. <u>Design, Aesthetics and Quality of Construction Materials and Landscaping (40%):</u> River's Edge is a master planned, mixed-use development. The City has an adopted master plan that functions as the primary regulatory document relative to: building setbacks and heights, architectural designs, block designs and mix of land uses, public art, on and off-street parking, street connectivity and design, pedestrians and cyclists, and other special design requirements within the neighborhood. All buildings and their associated architectural appearance/site layouts shall be designed in manner that is deemed compatible with this master development plan and existing development within the neighborhood. A list of materials and visual renderings of the site layout, units and exterior design must be provided as a part of this submittal.

2. Developer's Experience and Capacity (25%): The makeup/description of the developer's project team. The preferred developer will have significant experience in the construction of urban-style, mixed-use commercial and residential development. The names of individuals involved and the roles they will perform must be listed. Provide a description of the qualifications and experience of the specific individuals who will be involved in the work described in this RFP, including staff and other professionals.

3. Number of Units Proposed and Unit Sizes, Building Square Footage, and Minimum Assessed Value (20%): Preference will be given to developers who maximize the number of units, building square footage, and minimum assessed values on each of the identified properties. Proposals will also be scored on the length of time it will take to construct and occupy the project.

4. Funding Sources (15%): Preference will be given to Developers not utilizing either 4% or 9% Low Income Housing Tax Credits (LIHTC). No income restrictions are applicable to the property. Preference will be given to developers who propose projects with 80% or more market rate housing. Provide a list of proposed funding sources and when the funds are expected to be awarded/confirmed.

The above information will be used to select qualified developers. Upon developer selection, development agreements will be negotiated and executed.

Potential Development Incentives Available

- The property may be eligible for Tax Increment Financing and/or property tax exemption and these items will be negotiated by the city on a project specific basis.
- Possible energy incentives may be obtained from MidAmerican Energy and Black Hills Energy depending on project design. Consultation should be initiated with each company prior to final design.
- Possible land contribution or reduced purchase price.

General Provisions

1) Submittal Ownership/Costs: Upon submission, all information becomes the property of the City of Council Bluffs. The City has the right to use any or all ideas presented in any submission in the response to this RFP, whether or not the submittal results in a contract with the submitting Developer. All costs for development of the written submittal and any oral presentation are entirely the obligation of the Developer and shall not be reimbursed.

2) Non-Warranty of Request for Qualifications: The City shall not be responsible for any error or omission in this RFP, nor for the failure on the part of the Developers to ensure that they have all the information necessary to affect their submittals.

3) Request for Clarification: The City reserves the right to request clarification of information submitted and to request additional information of one or more Developers, either orally or in writing.

4) Acceptance/Rejection of Submittals: The City reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals

or portions thereof, which, in the City's judgment, best serve the interest of the City of Council Bluffs.

The City reserves the right to allow alterations, modifications or revisions to individual elements of the Scope of Services any time during the period of contract, which results from this RFP.

5) Indemnification: The selected Developer shall: (1) faithfully perform said Contract on City's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the City from all costs and damages which said City may suffer by reason of failure to do so; and (3) fully reimburse and repay said City all outlay and expenses which said City may incur in making good any default.

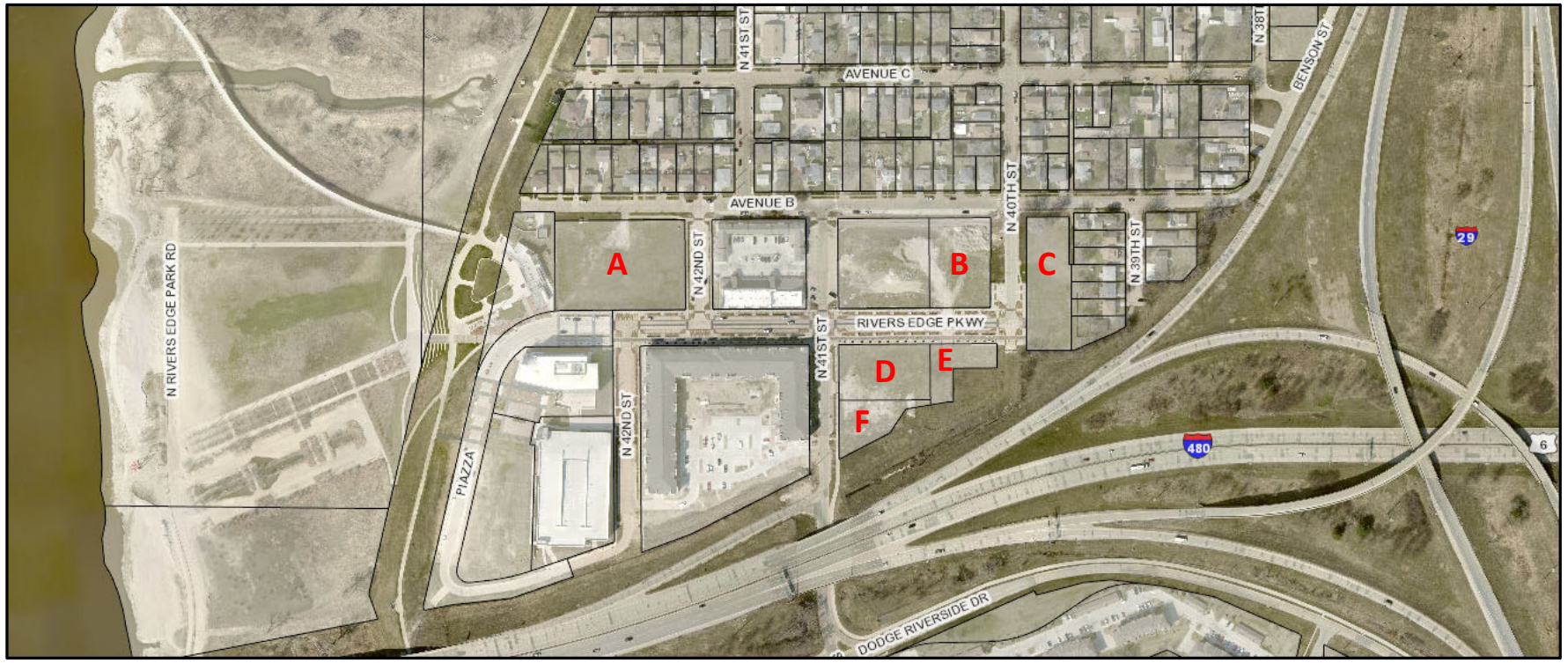
   The selected Developer shall protect, defend, indemnify and save harmless the City, its agents, boards and employees, collectively referred to as "Indemnitees", from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Developer, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Developer's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Developer's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Developer shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

6) Insurance: The selected Developer shall carry and maintain during the life of the contract insurance as deemed appropriate by the City of Council Bluffs. Specific amounts and types of insurance will be detailed in the negotiated development agreement.

7) Collusion: The Developer, by submitting a Proposal, declares that the submission is made without any previous understanding, agreement or connections with any persons, Developers or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion or fraud.

8) Consideration of Submittals: Proposals will be considered from Developers normally engaged in providing and performing services as specified in this RFP. The Developer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine the ability to perform in accordance with specifications, terms and conditions before recommending any award.

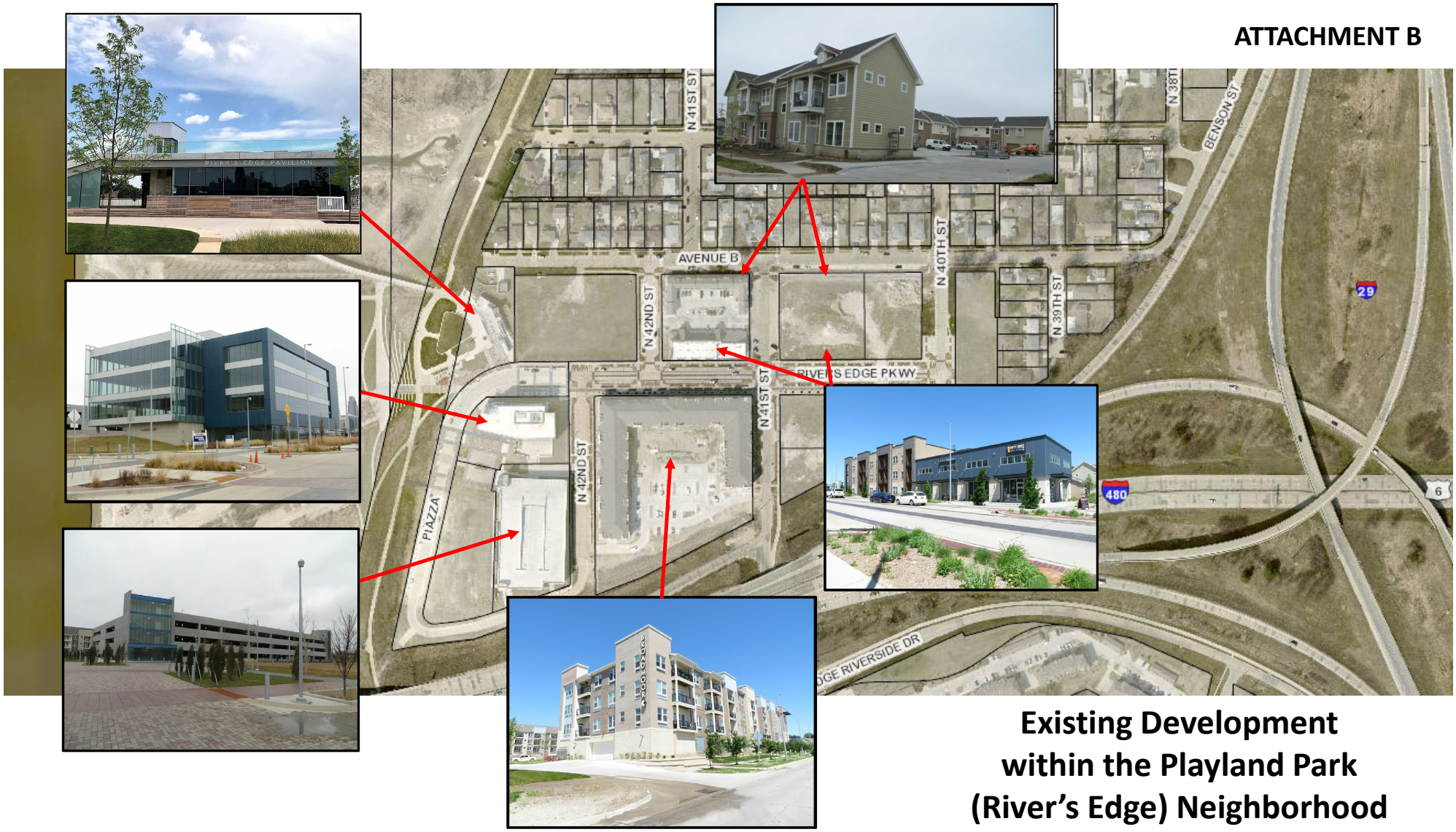
9) Discrimination Clause: According to the City of Council Bluffs Municipal Code 1.40, discrimination of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age or mental or physical disability is prohibited in any form. This extends to any and all partner agencies and contractual obligations.



Property Identification	Legal Description	Parcel Size (Acres)	Current Appraised Value ($) 2021	Current Assessed Value ($) 2021
A	Block 1, Rivers Edge Subdivision	1.72	$190,000.00	$249,800.00
B	Lot 2, Block 3, River's Edge Subdivision, Replat 2	0.81	$88,000.00	$111,100.00
C	Block 4, River's Edge Subdivision	0.86	$94,000.00	$118,000.00
D	Lot 1, Block 5, River's Edge Subdivision Replat 2	0.75	$82,000.00	$102,900.00
E	Lot 3, Block 5, River's Edge Subdivision Replat 2	0.35	$38,000.00	$48,000.00
F	Lot 2, Block 5, River's Edge Subdivision Replat 2	0.42	$46,000.00	$57,600.00

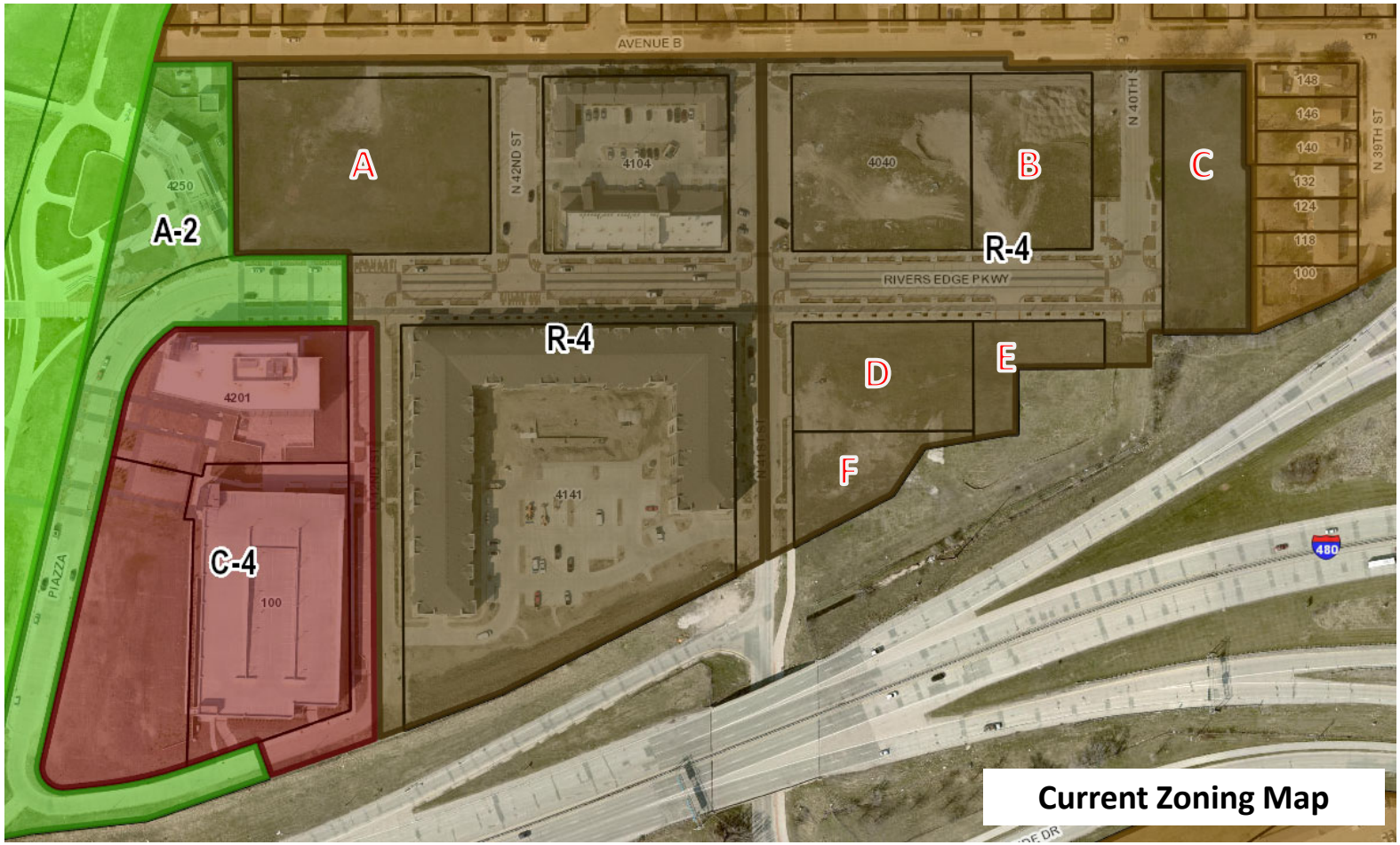
ATTACHMENT A

ATTACHMENT B



Existing Development within the Playland Park (River's Edge) Neighborhood

ATTACHMENT C



Current Zoning Map

Attachment D

Chapter 15.11 - R-4/HIGH DENSITY MULTIFAMILY RESIDENTIAL DISTRICT
15.11.010 Statement Of Intent
15.11.020 Principal Uses
15.11.030 Conditional Uses
15.11.040 Accessory Uses
15.11.050 Site Development Regulations
15.11.060 Additional Regulations
15.11.070 Signs

15.11.010 Statement Of Intent

This district is intended to provide for development of high density multiple-family housing. This district allows for a mixture of compatible uses with high density urban neighborhoods. This district is most appropriate in central areas of the community or in areas which have full services.

(Ord. 5308 § 1 (part), 1996)

15.11.020 Principal Uses

The following principal uses shall be permitted outright in an R-4 district:

A. Boarding, lodging rooming house, or bed and breakfast;
B. Business, professional office;
C. Community recreation services;
D. Congregate housing, life care facility or nursing home;
E. Consumer service establishment;
F. Day care services;
G. Dwelling, multifamily;
H. Dwelling, single-family attached;
I. Dwelling, single-family detached;
J. Dwelling, townhouse;
K. Dwelling, two-family;
L. Family home;
M. Group care home;
N. Local utility services;
O. Park and recreation services;
P. Private parking lot;
Q. Public parking lot;
R. Public safety services;
S. Religious assembly;
T. School.

(Ord. 5918 § 1, 2007)

15.11.030 Conditional Uses

The following conditional uses shall be permitted in an R-4 district, when authorized in accordance with the requirements set forth in CBMC 15.21:

A. Cemetery;

B. College or universities;

C. Commercial recreation (indoor and outdoor);

D. Cultural service;

E. Commercial storage;

F. Governmental maintenance facility.

(Ord. 5918 § 2, 2007)

15.11.040 Accessory Uses

The following uses shall be permitted in an R-4 district:

A. Uses of land or structures customarily incidental and subordinate to one of the principal uses, unless otherwise excluded.

(Ord. 5308 § 1 (part), 1996)

15.11.050 Site Development Regulations

Minimum Lot Size

Use	Lot Area
Single-family detached	5,000 square feet
Single-family attached and two-family dwellings	5,000 square feet except when a single-family attached or two-family dwelling is divided by a lot line coinciding with the common wall separating the two units. The minimum lot area shall be 2,500 square feet.
Townhouse dwelling	7,500 square feet except when a townhouse dwelling unit is divided by a lot line coinciding with the common wall separating the units, the minimum lot area shall be 2,500 square feet
Multifamily dwelling	
(3 to 4 units)	7,500 square feet
(5 or more units)	9,000 square feet plus an increase of 750 square feet per each additional unit

Minimum Setbacks	Principal Structure	Accessory Structure

Front yard:	20 feet	Greater of 20 feet or existing front setback line of principal structure
Street side yard:	15 feet	15 feet
Interior side yard:	5 feet with one foot indentation for every story above the first floor	3 feet
Rear yard:	20 feet	3 feet
Maximum height:	100 feet	18 feet
Lot coverage: all structures	60% maximum	

(Ord. 5308 § 1 (part), 1996)

15.11.060 Additional Regulations

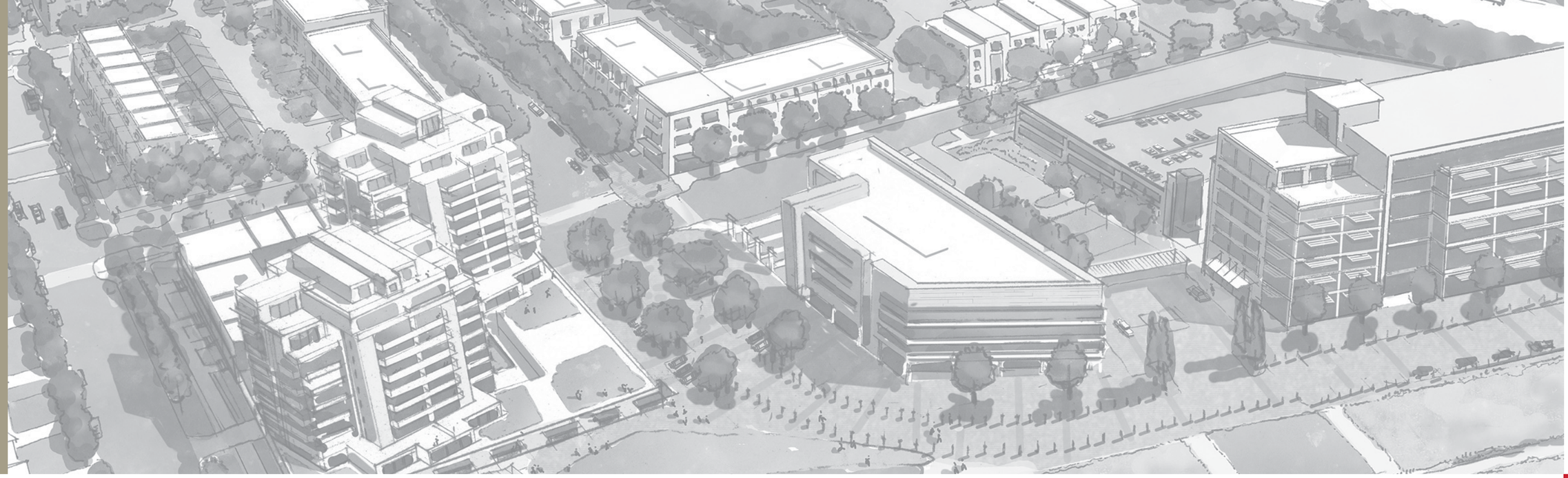
A. Reserved.

(Ord. 5308 § 1 (part), 1996)

15.11.070 Signs

Signage in this district shall comply with CBMC 15.33, "Signs."

(Ord. 5308 § 1 (part), 1996)



Playland Park Master Plan

Amendment #2

October 2014

Attachment E



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Executive Summary

Strategically located in the West End of Council Bluffs, along the east bank of the Missouri River and across the Bob Kerrey Pedestrian Bridge from Downtown Omaha, the Playland Park Neighborhood features a pedestrian-oriented, mixed-use design. The plan for Playland Park strives to revitalize and invigorate the area by creating a newfound sense of place and community in a location that was once a thriving amusement park and now overlooks the new and successful Tom Hanafan River's Edge Park. The design framework for the neighborhood is contextual to, and compliments, the existing neighborhoods to the north and east, and is designed to accommodate future interstate access configurations.

The design features a diverse living, working, and retail environment, with a park-fronting "piazza" and a pedestrian bridge landing "porch" that provide a formal and active linkage to the Bob Kerrey Pedestrian Bridge. In addition, the plan establishes Avenue 'A' as a grand axial street, with a pedestrian promenade, a cycle track, green stormwater infrastructure, and on-street parking.

Situated adjacent to the "Piazza" and "Porch" are two medium office buildings that overlook the riverfront and two mid-rise condo towers that sit atop a pedestal base that contains community space, retail uses, and townhouses. These uses will enliven the pedestrian bridge landing, complimenting the recreational uses along the riverfront and providing a destination for those crossing the bridge from the Nebraska side of the river. Further to the east, apartments, townhouses, and mixed-use buildings line the streets, providing "rooftops" and density to help stimulate the retail proposed for the site. Parking is provided on-street, in surface parking lots tucked behind buildings, and in parking structures.



The Playland Park Neighborhood site, looking east from above the CenturyLink Center Omaha



View of the downtown Omaha skyline from the Playland Park Neighborhood site

01 Context

Past Master Planning Efforts

Since 2007, the Playland Park site has undergone a number of master planning efforts. The first of these efforts led to a plan very similar to this current effort. The plan established a pedestrian-oriented, mixed-use neighborhood center, with a condo tower, apartments, townhouses, and mixed-use structures, all oriented on a "town square" at the base of the pedestrian bridge. However, the design of the square contained an operable gate in the levee, which would allow direct access to the riverfront and could be closed during flooding events. With major flooding in the eastern part of the state in 2008, the U.S. army Corp of Engineers tightened requirements for levees, which ultimately led to a revision of the 2007 concept.

Instead of a levee gate structure, the 2009 plan update contained a levee landing structure that allowed connections between the wet and dry sides of the levee via a grand stair case. Minor tweaks in the plan included the addition of a second condo tower, additional apartments, and repositioned townhouses. The City issued a Developer RFP based on this plan; however, the RFP was issued at the on-set of the Great Recession, and response to it was less than desired.

Desiring to wait until the market turned around, the City and consulting staff met with many prospective developers as the recession was nearing its end in order to gauge their interest in the site. During these meetings, a number of items were discussed, including the health of the market, potential product and unit mix, site design, and urban design elements. Based on these meetings, a revised site plan was developed and a new developer RFP was issued.

This process ultimately led to the selection of a master developer for the site. Following meetings with the City, the master developer, several sub-developers, and the design team for the "Porch" and "Piazza", the Neighborhood Master Plan was revised into its current form, and is ready for the initial phase of implementation.



Concept Plan used in the 2012 Developer RFP



2009 Playland Park Update Plan


Original 2007 Playland Park Concept

Pedestrian Bridge & Landing Plaza

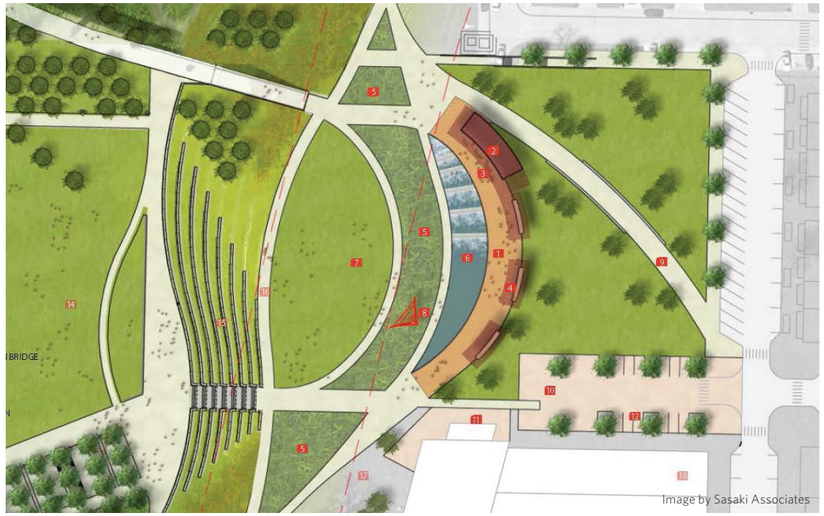
The Missouri River is the dominant natural physical feature of the metro area. Flowing north to south past the west side of the site, the river separates Council Bluffs, IA from Omaha, NE. The two neighboring cities are connected in this vicinity by the I-480 Bridge and the Bob Kerrey Pedestrian Bridge.

The pedestrian bridge, with its unique cable-stay design, lands on the Missouri River levee and is a key amenity for the site. The bridge serves both a utilitarian function (for those recreating and/or walking/biking to jobs on both sides of the river) and as a tourist/visitor attraction (serving those who want to experience both the riverfront, bridge, and connecting trail system). In order to take advantage of the Missouri River, the pedestrian bridge, Tom Hanafan River's Edge Park, and the downtown Omaha skyline, the Playland Park Master Plan orients itself to the riverfront, with buildings specifically sited to take advantage of the one-of-a-kind views.

Desiring to create a special amenity and a seamless transition between the proposed development and the riverfront, the City and Iowa West Foundation have contracted with Sasaki Associates to develop and refine plans for the pedestrian bridge landing. These plans include two major features: the "Porch" and the "Piazza".

The "Porch" is the plaza at the landing of the pedestrian bridge. It will contain a pavilion, an interactive water fountain, and site furnishings, and will provide a grand overlook looking out to the new riverfront park, river, and Omaha skyline in the background. It will be designed to be an active terminus to the pedestrian bridge, and will be "framed" on its east by the proposed condo towers overlooking the riverfront.

The "Piazza" is the shared-space plaza/street at the western terminus of Avenue 'A.' It will be designed to be shared equally among pedestrians, bicyclists, and vehicles, and will link the pedestrian bridge and riverfront trail with the pedestrian promenade and cycletrack along Avenue 'A.' In addition, it will provide on-street parking in strategic locations, and will connect, and integrate, the landing and "Porch" with the adjacent building frontages.



Original Plan for the "Porch" overlooking Tom Hanafan River's Edge Park

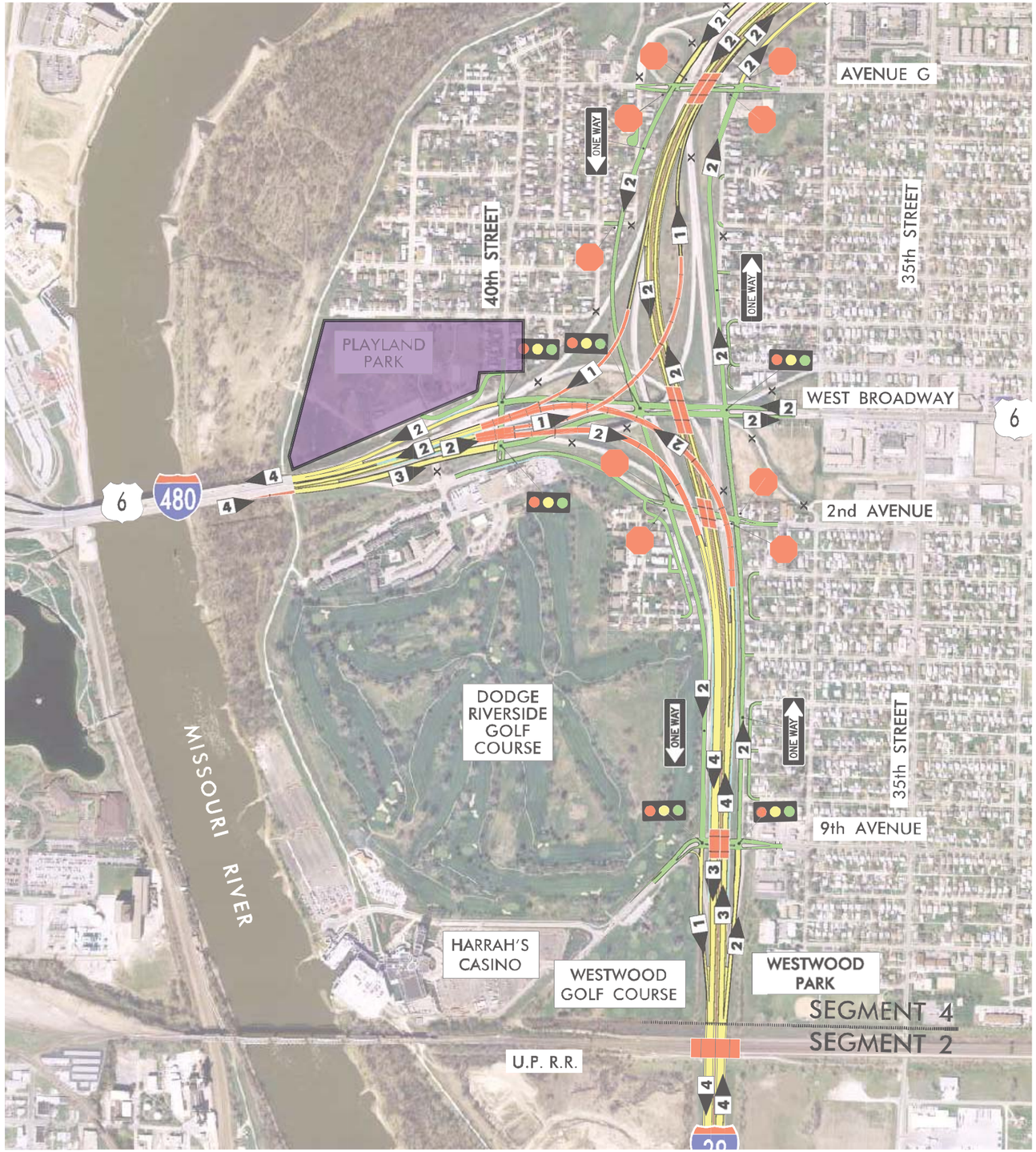


View of the Missouri River and downtown Omaha from the "Porch"

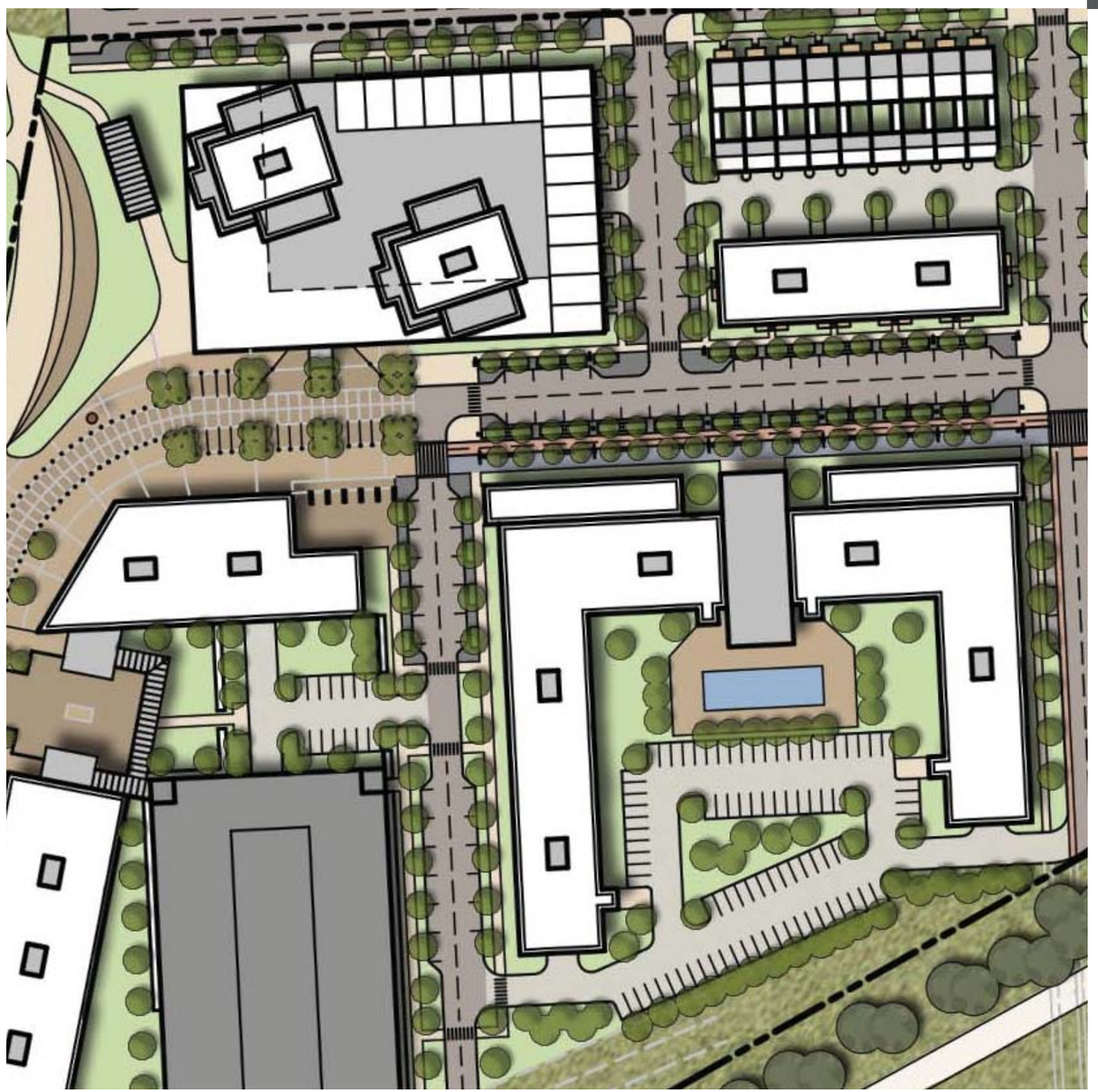
Council Bluffs Interstate System

The Council Bluffs Interstate System (I-29, I-80, and I-480) is in the process of being completely reconstructed over the course of the next several years. This reconstruction will impact the Playland Park site and affect interstate access to, and from, the surrounding neighborhoods. Segment 4 of the reconstruction project includes the section of I-480 that runs adjacent to the Playland Park site on the south and the portion of I-29 that runs adjacent to the site on the east. Along with the realignment and reconstruction of the I-29/480 system interchange, reconstruction of Segment 4 will include new frontage roads along I-29, enhanced connectivity with West Broadway, and changes in access to the Playland Park site.

Because the timeframe for Segment 4 has not been finalized, the Playland Park Neighborhood Master Plan was designed to accommodate both current and future access. Currently, 41st Street provides interstate access to the site. The new interstate alignment will make 40th Street the primary access. 40th Street will be extended to the south, and provide a direct, at-grade connection with West Broadway, the primary arterial through Council Bluffs. In anticipation of this new access, the master plan orients future development with the proposed alignment in mind, placing key entrance features near the site entry points and concentrating the mixed-use "main street" along 40th Street, the future collector street leading into the neighborhood.



One of two proposed concepts for the Reconstruction of the I-29 / I-480 System Interchange



02 Master Plan

Master Plan

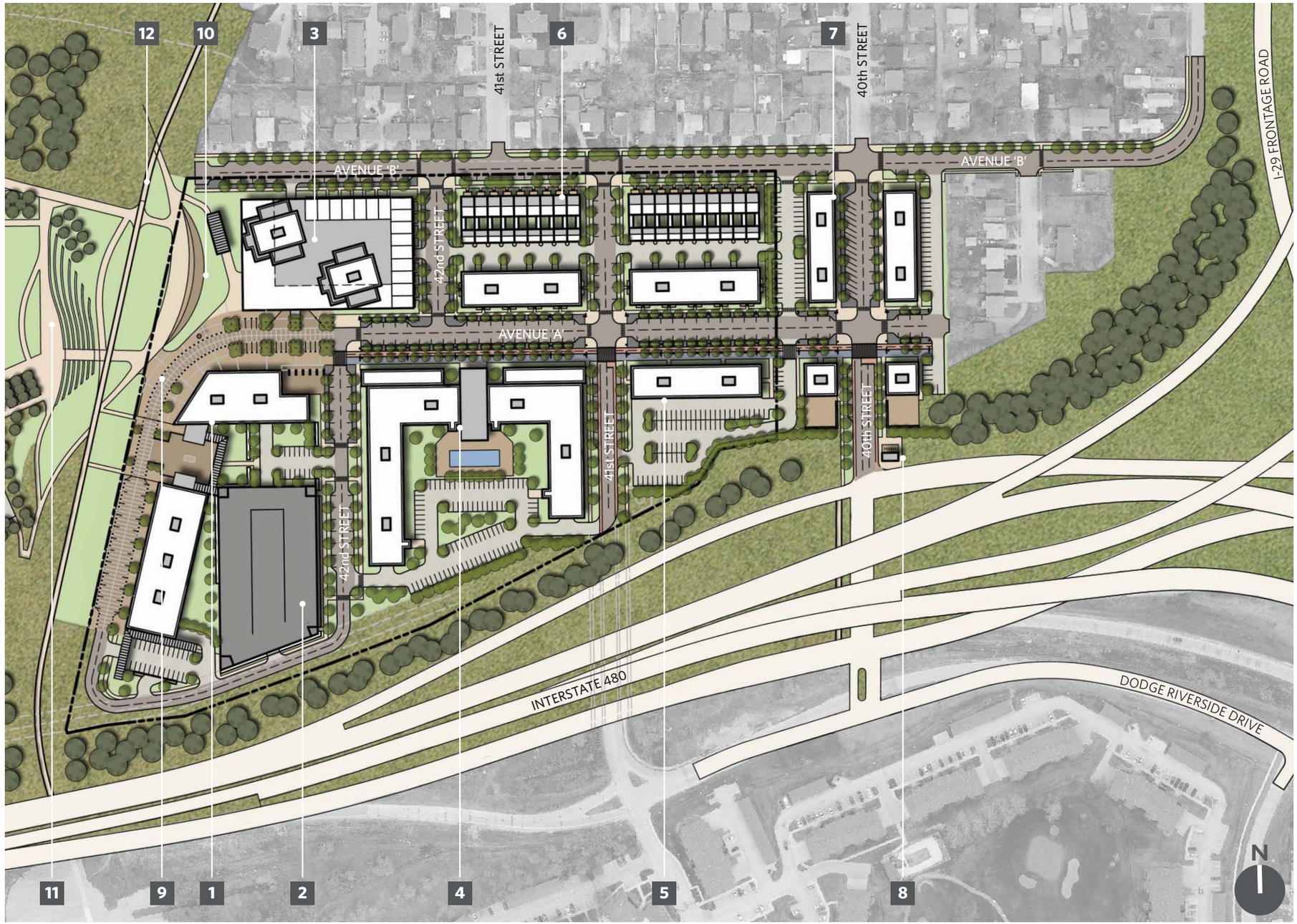
As mentioned in the previous section, the Playland Park Neighborhood Master Plan is designed to accommodate current and future site access from I-480 along either 41st Street or 40th Street. The defining site feature is Avenue 'A,' which functions as a grand east-west axial street through the neighborhood, terminating on the west at the "Porch" and the "Piazza". Avenue 'A' will contain a grand pedestrian promenade, a cycle track, green stormwater infrastructure, and enhanced streetscaping.

Key development sites include the office block (containing two multi-story office buildings and a parking structure) at the southwest quadrant of the site, the mid-rise condo tower block (two towers) fronting onto the "Porch" at the northwest quadrant of the site, the mid-blocks containing apartments and townhouses, and the "Main Street" block on the east, which contains mixed use buildings located at the future main entrance to the site along 40th Street.

Higher density uses are situated on the west end of the site along the riverfront frontage or to the south between Avenue 'A' and I-480. Lower density townhouses front onto existing single-family homes along Avenue 'B', and parking for site uses is accommodated either on-street, in surface parking lots tucked into the interior of blocks, or in parking structures.

1. Office Buildings
2. Parking Structure
3. Condominium Towers on top of Parking Pedestal with Retail, Community Use and/or Townhouse Liner
4. Podium Apartments with Ground-Level Retail Liner
5. Tuck-Under Apartments
6. Townhomes
7. Mixed-Use Buildings
8. Future Transit Stop
9. Piazza
10. Landing "Porch"
11. Tom Hanafan River's Edge Park
12. Riverfront Trail

0′ 100′ 200′ 400′



Perspective Rendering

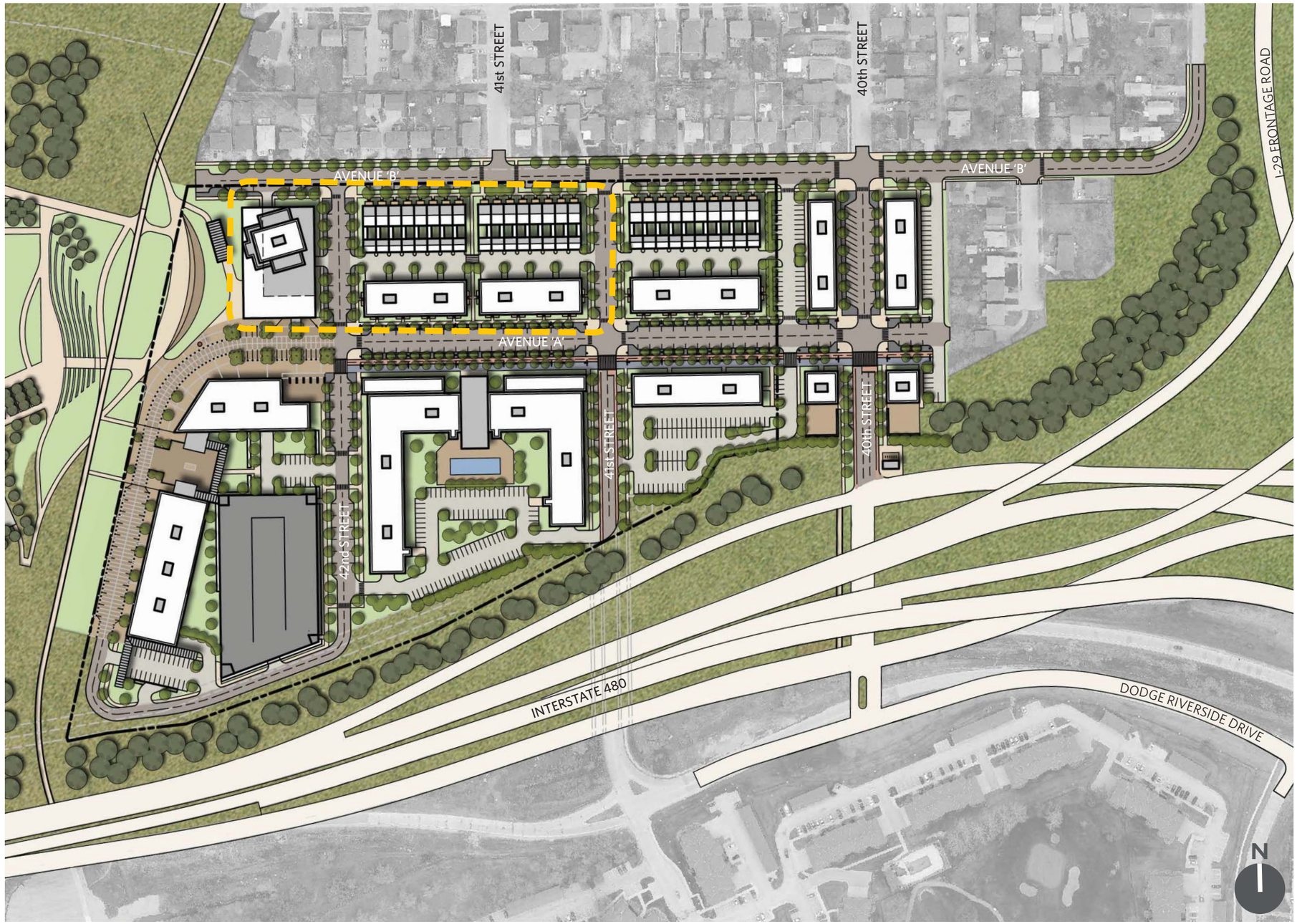


Bird's-eye perspective rendering of the Playland Park Neighborhood, looking southeast from above the Bob Kerrey Pedestrian Bridge

One Tower Option

The Playland Park Neighborhood Master Plan identifies a mid-rise condo tower block containing two condo towers at the northwest quadrant of the site. The condo towers are located on top of a pedestal that contains structured parking and is lined on the north and east by townhouses and on the south and west by commercial uses and/or community facilities that front onto the "Porch" and "Piazza".

Depending on the developer selected and the depth of the market, it may not be feasible to develop two condo towers on the site. In this case, the Master Plan identifies a one tower option. This option would contain a pedestal topped by only one condo tower. The pedestal would lose the townhouses on the north and east, but would still include commercial uses and/or community facilities on the south and west. Because the pedestal would not need to be sized to accommodate parking for two condo towers, its size could be decreased, enabling the alignment of 42nd Street north and south of Avenue 'A.' This realignment would enable the westward expansion of the block north of Avenue 'A' between 41st Street and 42nd Street, resulting in an increase in both townhouses and apartments on the site.



One Tower Option

0′ 100′ 200′ 400′

03 Framework Elements



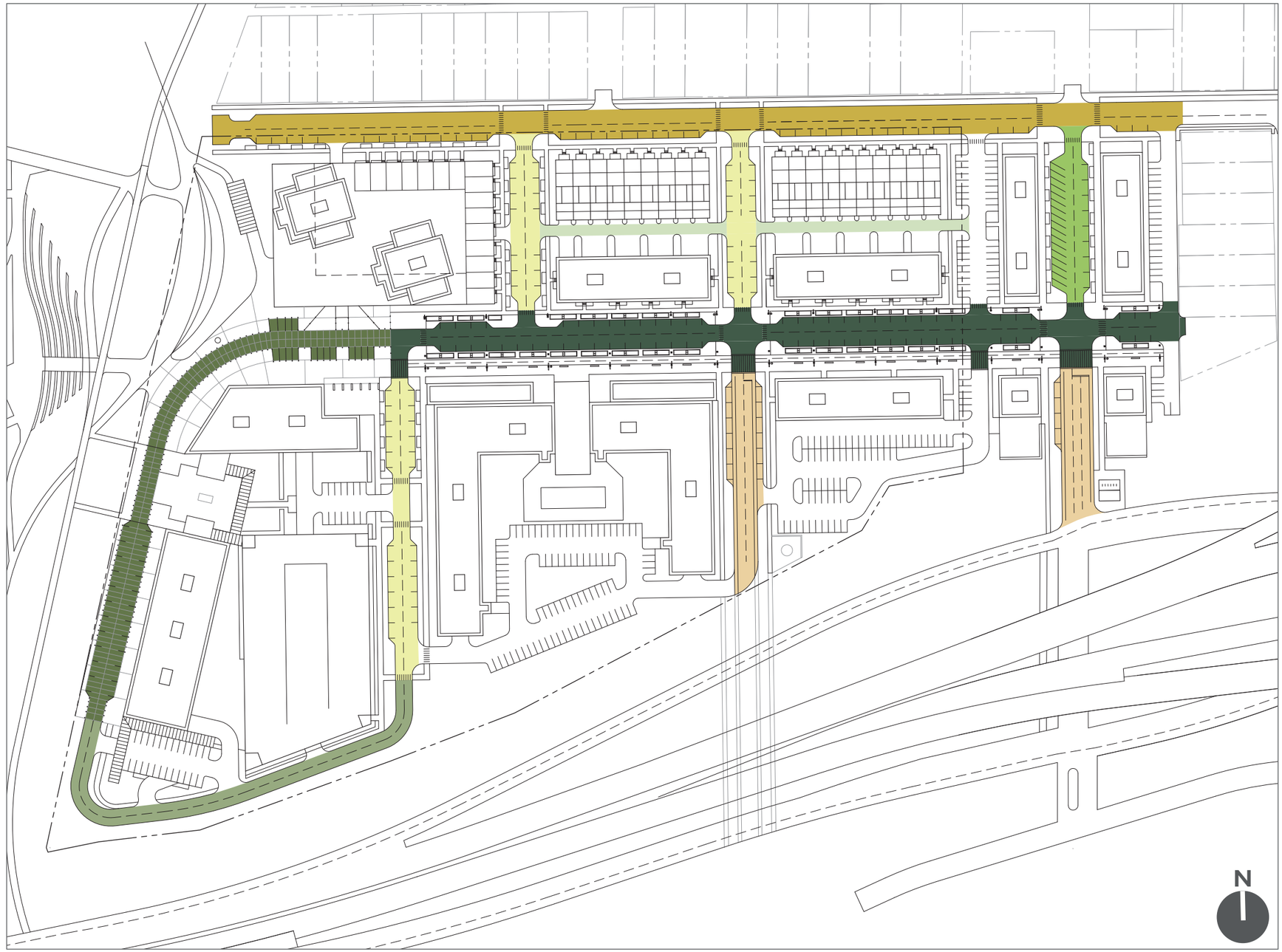
Axonometric rendering of the proposed Avenue 'A' Corridor

Street Types

The street network for Playland Park is based on the block size typical of the West End of Council Bluffs, particularly the adjacent neighborhood to the north. Avenue 'A' is the primary east-west street running the entire length of the site. It is designed as a grand axial street, with a pedestrian promenade, cycle track, green infrastructure, on-street parking and a highly refined streetscape. 40th & 41st Streets will include bike lanes and minimal on-street parking south of Avenue 'A' as each will serve as the primary entrance route into the site at different times over the course of development. A shared-space "piazza" will terminate Avenue A along the riverfront. The piazza will equally accommodate pedestrians, bicyclists, and vehicles, and will provide access to the landing "Porch," riverfront trail, and Tom Hanafan River's Edge Park. North of Avenue A, 40th Street will be a mixed-use street with both parallel and back-in angled on-street parking and wide sidewalks to service the ground-level commercial space located on the first floor of adjacent buildings. Avenue 'B,' the northern boundary of the site, will maintain its current configuration with the exception of the addition of on-street parking and corner bulb-outs south of the street's centerline. Avenues 'A' and 'B' will be connected with lower profile residential side streets at 41st and 42nd Streets.

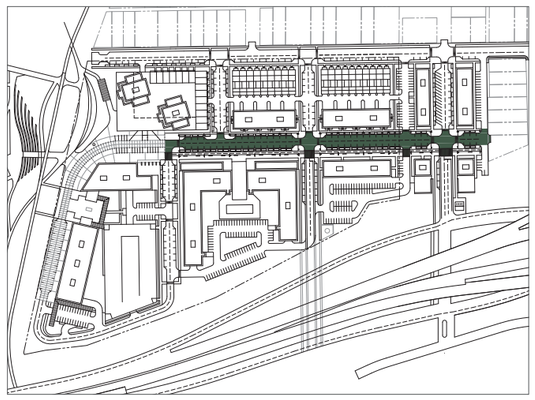
- Avenue 'A'
- Piazza
- Mixed-Use Street
- Residential Side Street
- General Residential Street
- Exist. Residential Street (Avenue 'B')
- Side Street
- Alley

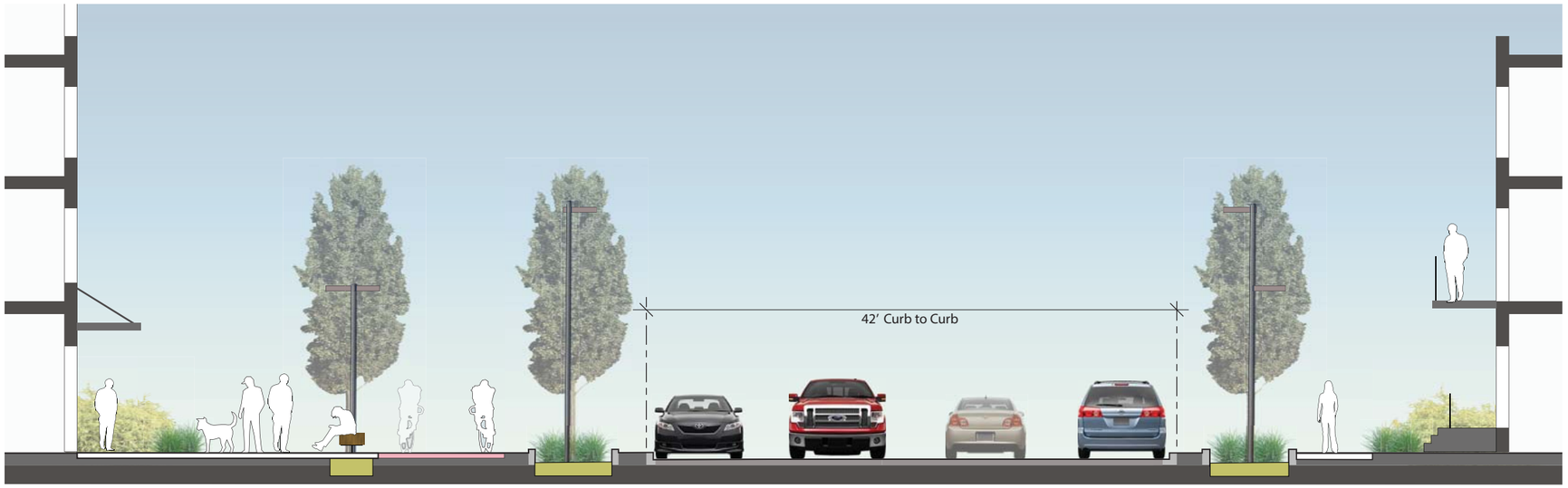
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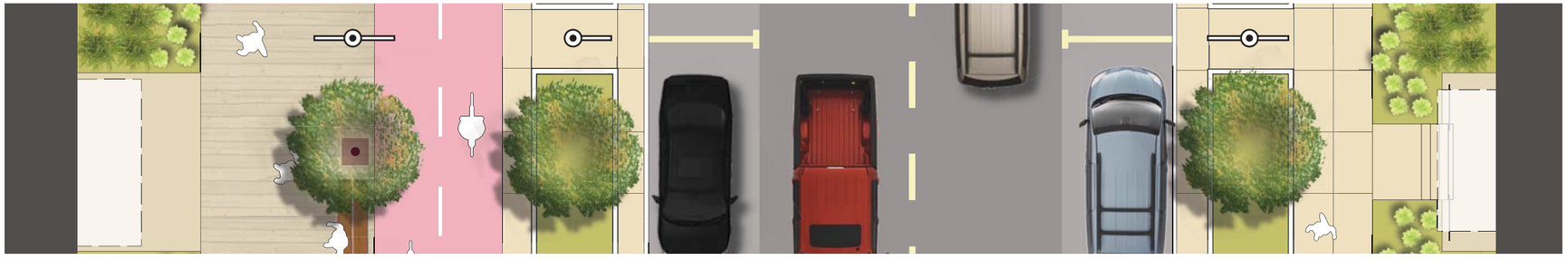


Avenue ‘A’

Avenue ‘A’ will function as the primary axial street through the Playland Park neighborhood. The corridor will be multimodal in nature, and will connect the “Main Street” mixed-use buildings located on the east side of the site with the Landing “Porch”, “Piazza”, and River’s Edge Park on the west. The street will contain a 14-foot-wide pedestrian promenade with decorative pavers, ornate block benches and modern-style pedestrian lights. It will also include a cycletrack - an off -road bicycling facility that accommodates all levels of riders and is separated from the street by stormwater planters. The cycle track will have two 5-foot-wide riding lanes that will allow riders room to pass. On-street parallel parking will be provided on both sides of the street’s two travel lanes. The north side of the street will include a 6-foot-wide sidewalk and similar streetscaping to that on the south side of the street.







Cycle Track and Pedestrian Promenade

Avenue 'A' will serve as a vital link for pedestrians and cyclists moving between the riverfront and River's Edge Park and the West End of Council Bluff s. Due to the importance of this connection, the Avenue 'A' corridor is proposed to include a cycle track and pedestrian promenade. These will be the two most prominent facilities for pedestrians and cyclists who live in, work in, or visit the neighborhood. The cycle track will be a 10-foot-wide, two-lane off –street bicycle path. The path will be marked for two-way traffic.

The cycle track is designed for riders of all experience levels as the path's width will allow faster riders to safely pass slower riders. Riders using the path will be separated from vehicles and pedestrians by landscaped stormwater planters, an arcade of columnar street trees and site furnishings.

The pedestrian promenade will be a 14-foot-wide sidewalk that will include specialty paving, urban site furnishings, modern-style pedestrian lights and landscaped planters. The pavement will be comprised of some mix of specialty concrete, clay and stone pavers. A 10-foot-wide clearway will be provided along the entire span of the promenade allowing for ease of movement.

The site furnishings will be placed in the remaining 4-foot amenity zone. The site furnishings, lighting, planters and trees along the promenade and cycle track will be evenly spaced along the entire corridor, unifying the various blocks and enhancing the user experience. Speed tables will be located at street and parking lot crossings along the corridor to emphasize the special nature of the street and to create a safe environment for bicyclists and pedestrians.

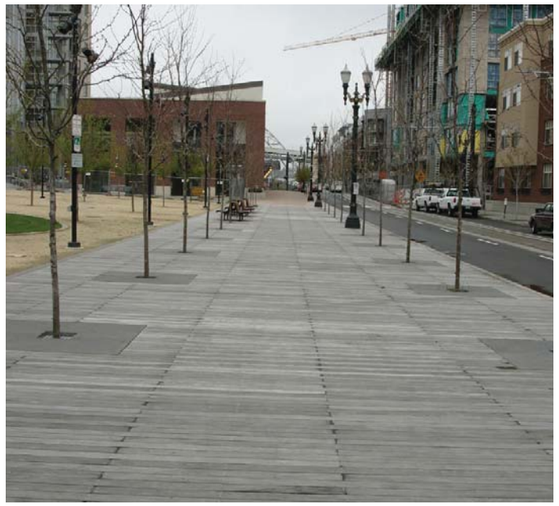


Cycle track in Munich, Germany



Perspective looking west down Avenue 'A' focusing on the Cycle Track and Pedestrian Promenade

Pedestrian Promenade and Cycle Track



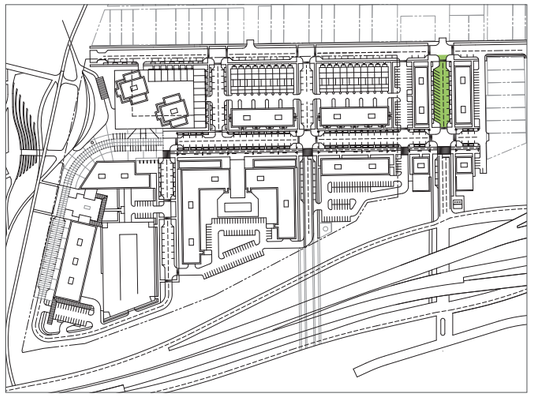
Pedestrian promenade in Portland, Oregon

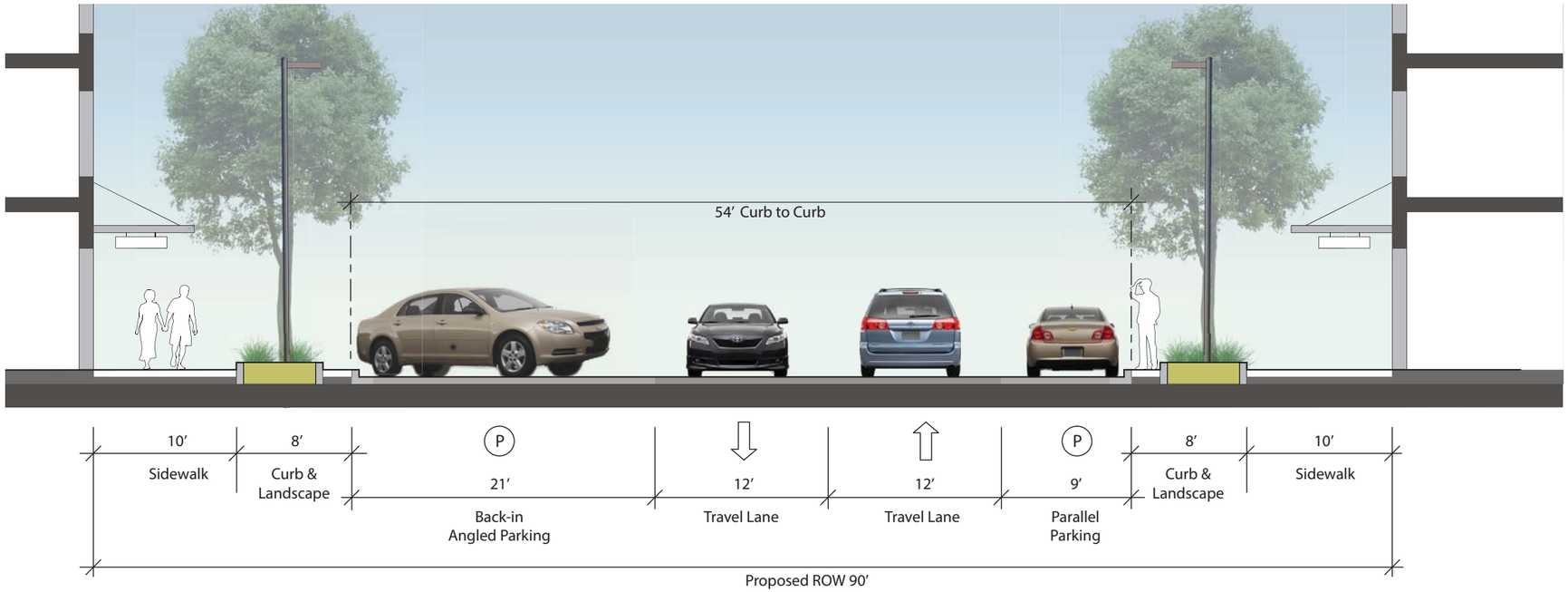


Enlarged section of axonometric rendering of Avenue 'A' illustrating specific streetscape features

Mixed-Use Street

40th Street between Avenue A and Avenue B will be designed to function as the site's retail core. Its strategic location connecting the residential neighborhood to the north with the future main entrance into the site ensures that there will be a consistent volume of traffic on the street, suitable for street-level retail in the adjacent mixed-use buildings. As a mixed-use street it will be designed with on-street parking (both parallel and back-in diagonal), generous sidewalks, and planter beds and shade-providing street trees.

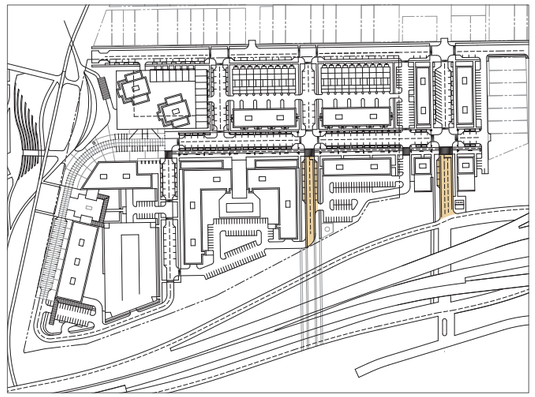






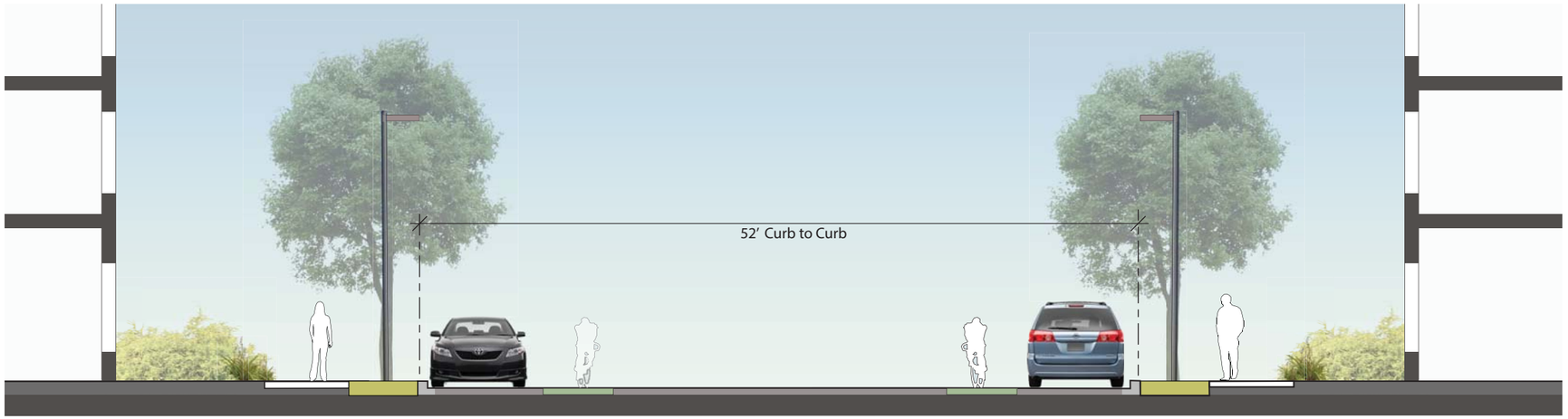
General Residential Street

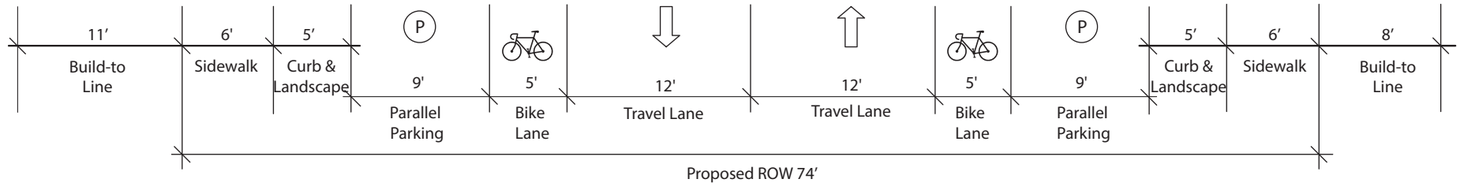
South of Avenue A, both 40th Street and 41st Street are designed as General Residential Streets. Before Segment 4 of the interstate is reconstructed, 41st Street will provide direct interstate access to the site. Once the interstate is reconstructed, 41st Street will end at I-480 and access will transition to 40th Street. Because of this, each street needs to accommodate a variety of functions, including primary site access and parking for adjacent residential and commercial buildings. In addition, bicycle traffic between the cycle track on Avenue A and the future bicycle facility along the West Broadway corridor will use these streets as a direct link. As such, both streets will be designed to accommodate bi-directional bike lanes and have landscaped parkway strips.





Designated bike lane and bike box

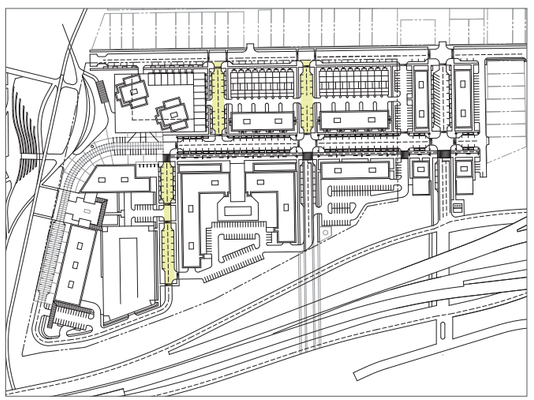


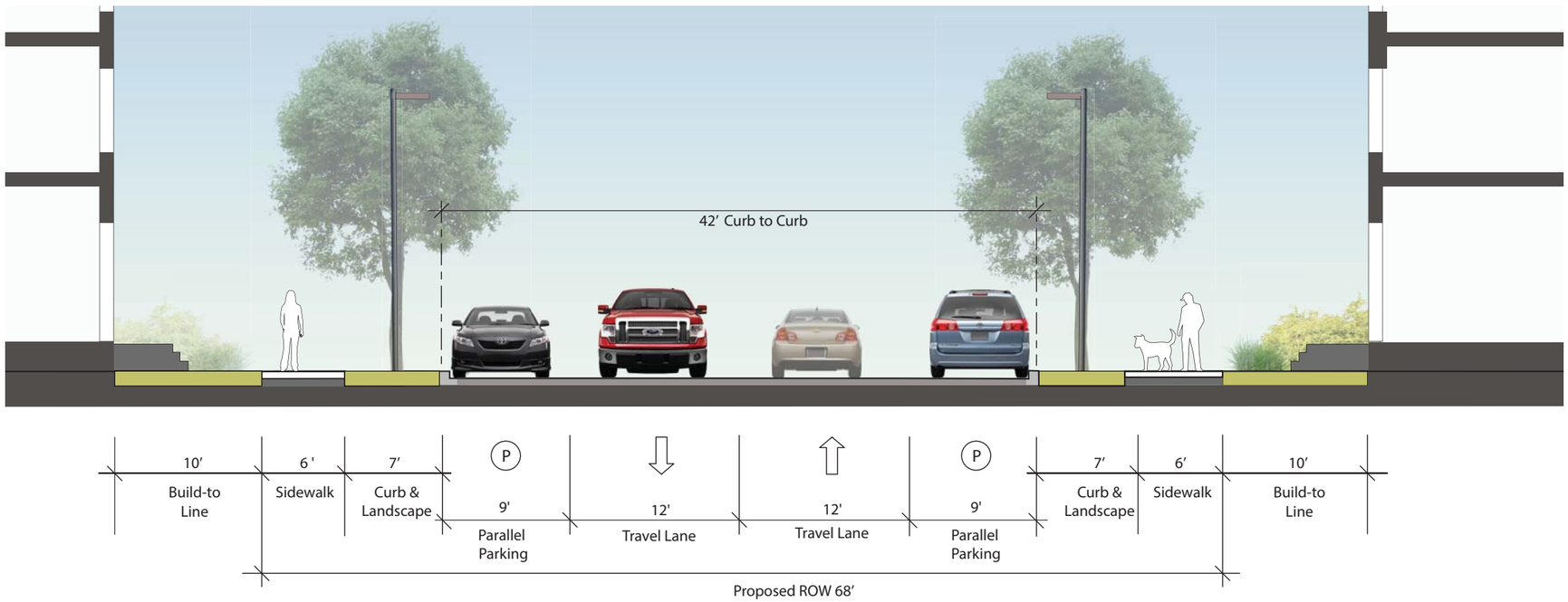




Residential Side Street

The remaining north-south streets on the site generally provide local access to adjacent apartments and townhouses. As a result, they are designed at a more residential scale, with on-street parallel parking and parkway strips with grass and street trees. Generous sidewalks are also included along each residential side street.

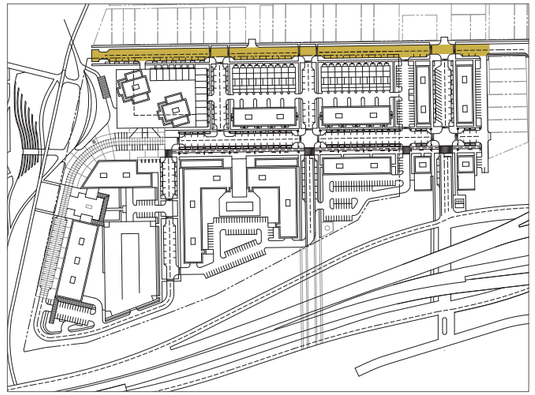


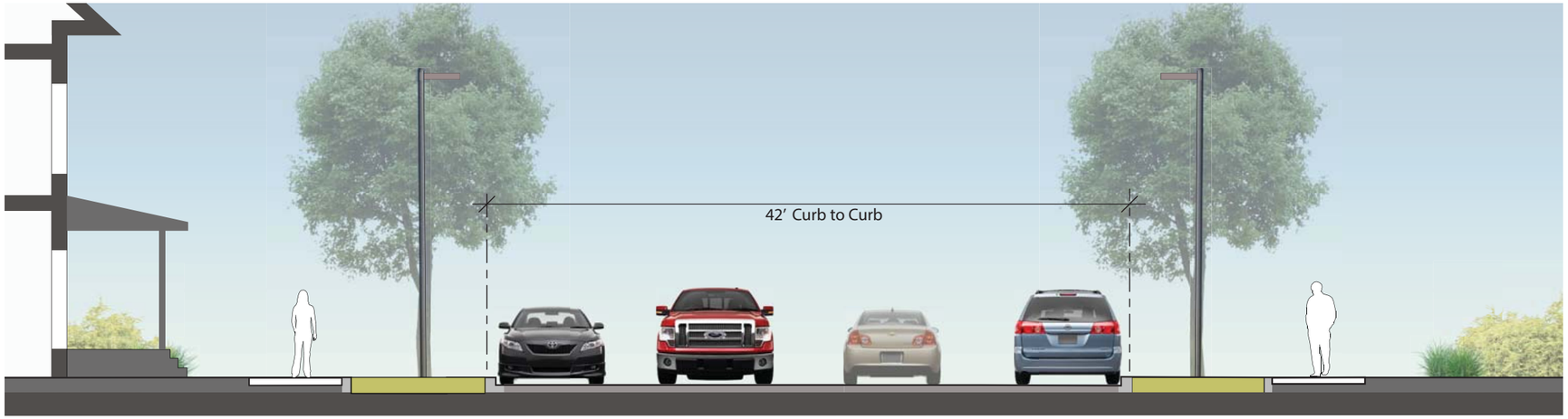


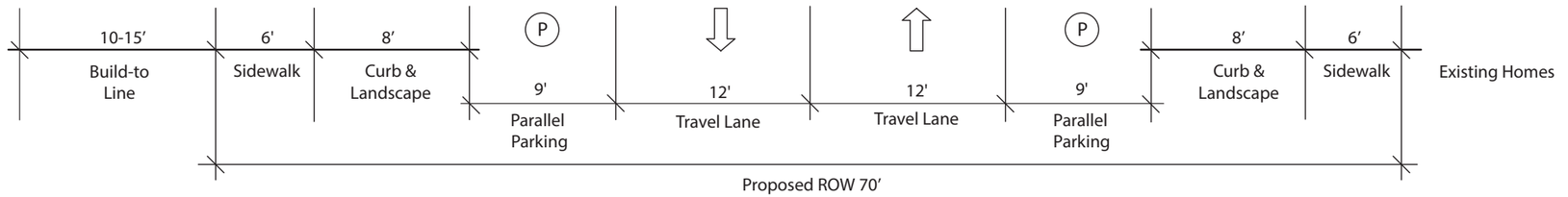


Existing Residential Street (Avenue ‘B’)

Avenue ‘B’ is the northern boundary of the Playland Park site. The existing street contains on-street parking and limited landscaping. As development of the site occurs, the right-of-way south of the street’s centerline will be enhanced. This will include construction of a new parking lane and corner bump-outs to lessen the distance pedestrians have to cross the street and to protect parked vehicles from vehicular traffic. In addition, street trees and grass will be planted in the bump-outs and parkway strips.



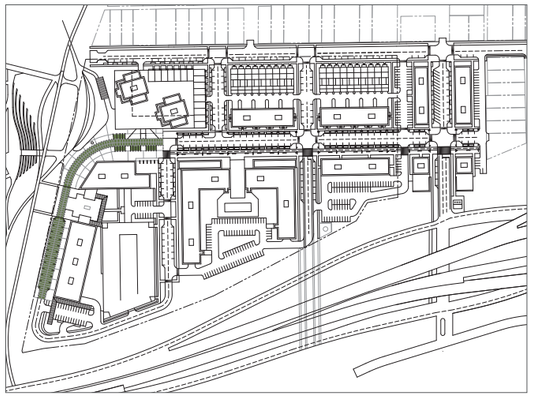


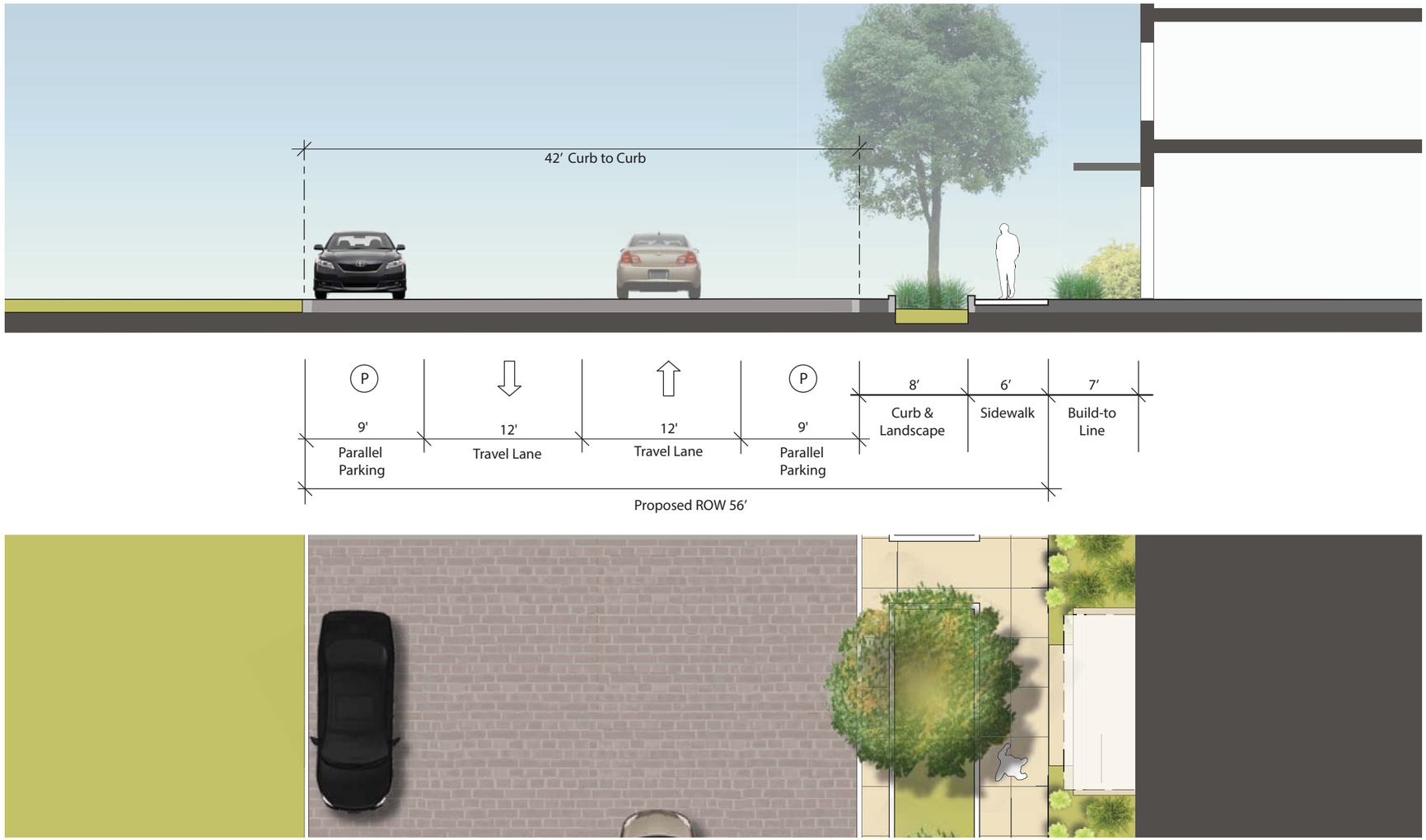




Piazza

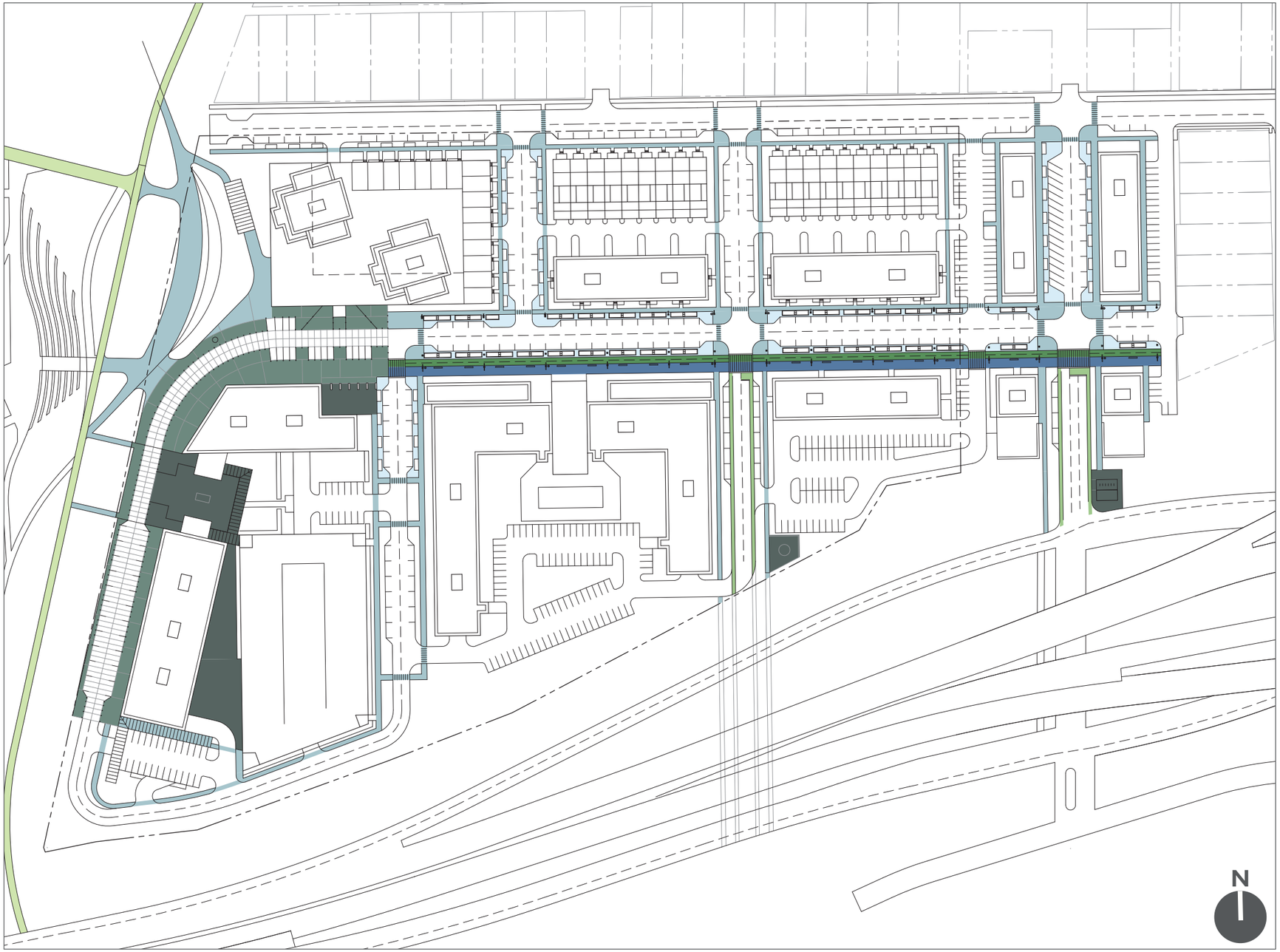
As mentioned earlier, the "Piazza" will be a shared-space street/plaza that equally accommodates pedestrians, bicyclists, and vehicles. It will be located at the western terminus of Avenue A, and will be designed to provide a seamless transition between buildings fronting onto the riverfront and the Landing "Porch," levee, and River's Edge Park. Sasaki Associates is in the initial stages of designing this feature. It is anticipated that it will contain no curbs or standard street signage. Various zones will be identified by bollards and paver colors and textures.





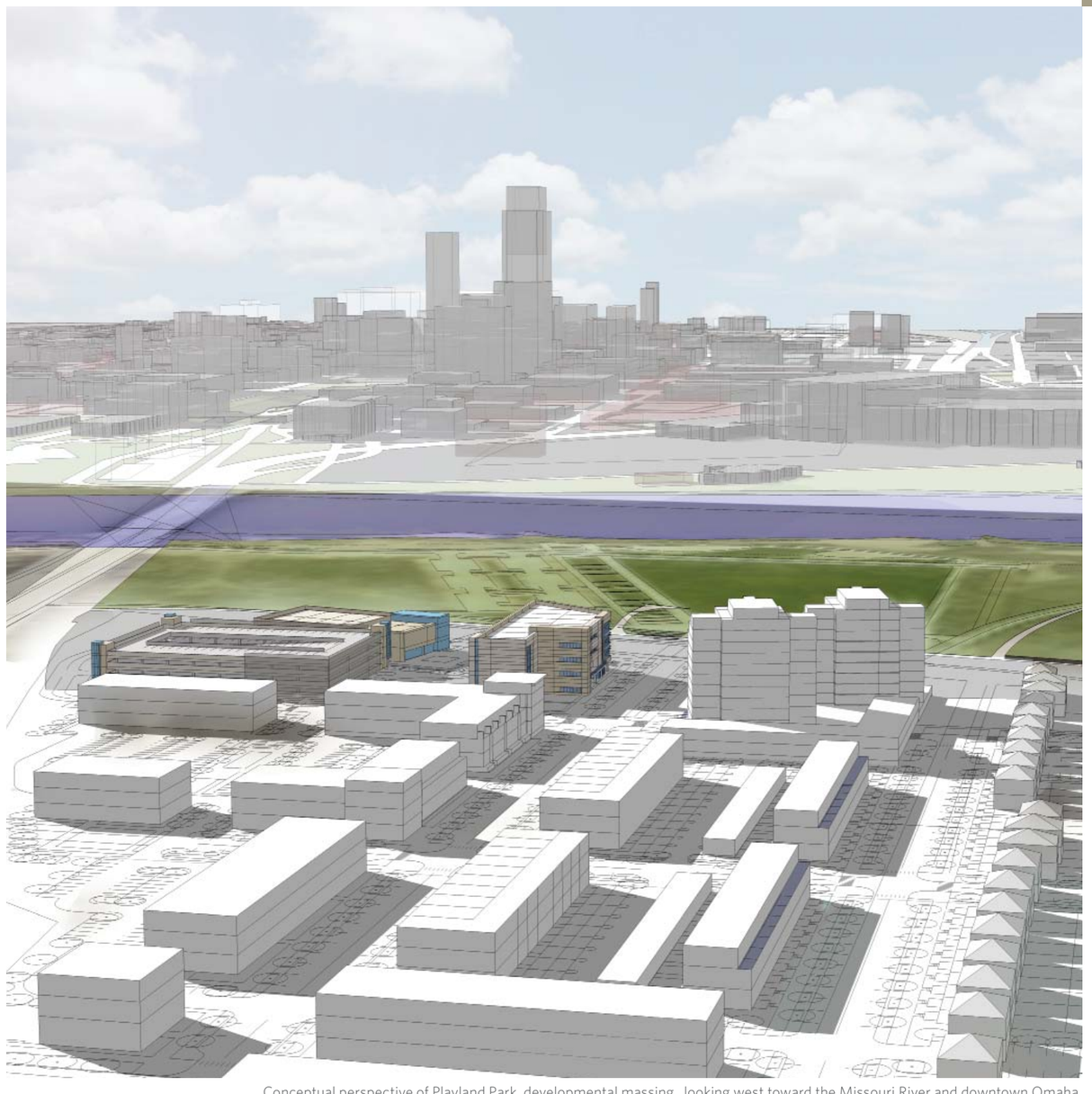
Bike / Pedestrian Network

With its multi-use development and adjacency to regional and local trail facilities, the Playland Park neighborhood will appeal to bicyclists and pedestrians alike. The pedestrian promenade and cycle track running the entire length of Avenue 'A' through the site will attract heavy use and serve as the primary corridor of movement through the neighborhood. Both features terminate at the Landing "Porch" and "Piazza," a shared-space street/plaza designed to create a public, high-activity front door to the neighborhood and Council Bluff s as a whole. Small pocket plazas are located off the main spine of the shared space to encourage more intimate gatherings or encounters. The piazza connects to the regional riverfront trail and River's Edge Park via the wide, sweeping sidewalks of the Landing "Porch." Playland Park's residential blocks are serviced by sidewalks that range in size from 6- to 8-feet wide with enlarged pavement sections located at the bulb outs at key street intersections. Two small plazas are proposed to mark the entrances of 41st and 40th Streets into the neighborhood.



Plaza
Shared Space
Promenade
Sidewalk
Accent Paving
Riverfront Trail
Bike Lanes
Cycle Track

0′ 80′ 160′ 320′



Conceptual perspective of Playland Park developmental massing , looking west toward the Missouri River and downtown Omaha

03 Development Opportunities

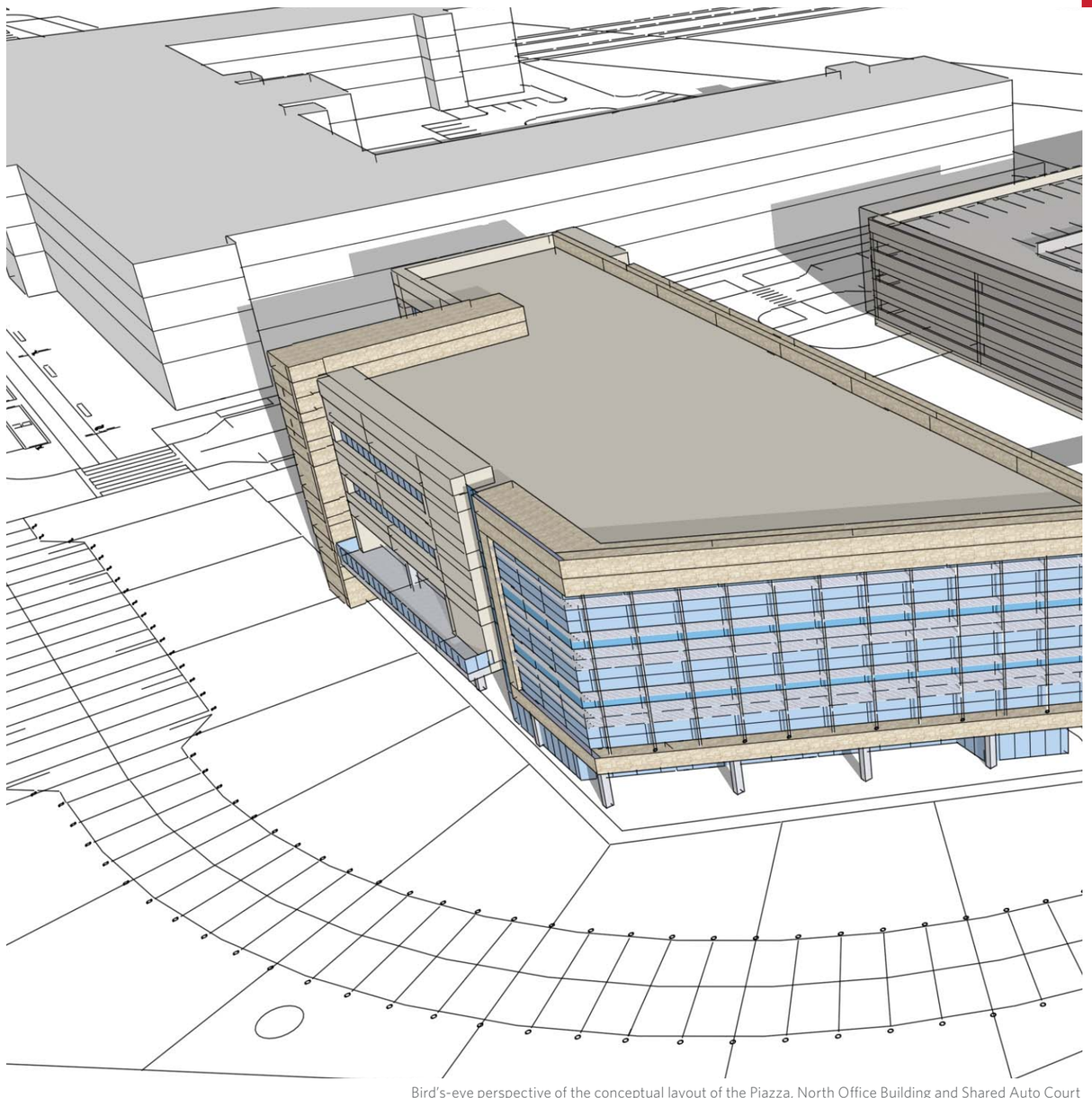
Mixed-Use Development

One of the key features of the Playland Park neighborhood is its mix of uses. Unlike most new development projects, where uses are spread out horizontally, Playland Park strives to integrate uses both horizontally and vertically. By doing so, it is easier to create a rich tapestry where uses are layered upon each other, helping to activate the site and create an exciting and memorable experience.

For instance, it is not enough to have a number of uses spread out evenly across the site. Instead, uses are encouraged to be combined within individual buildings. Take, for instance, the proposed condo towers. Instead of just containing condominium units, the buildings, as shown, contain a number of uses. The pedestal, or base of the building, not only contains integrated parking, but the parking is tucked behind a liner of townhouses and community/commercial space. The condo towers are then placed on top of this base. Instead of just one use activating the site, there are now at least four different kinds of uses (community, commercial space, townhouse units, parking, and condos) drawing people to and from the site, helping ensure street-level activation of the site throughout the course of the day. Other locations within the neighborhood that contain mixed-use buildings include the retail liner on the apartment building fronting onto Avenue A and the "main street" mixed use buildings lining both sides of 40th Street on the east side of the site



Elevation and Section/Elevation views of the Condominium Towers and Parking Pedestal with Retail, Community Use and/or Townhouse Liner, looking north

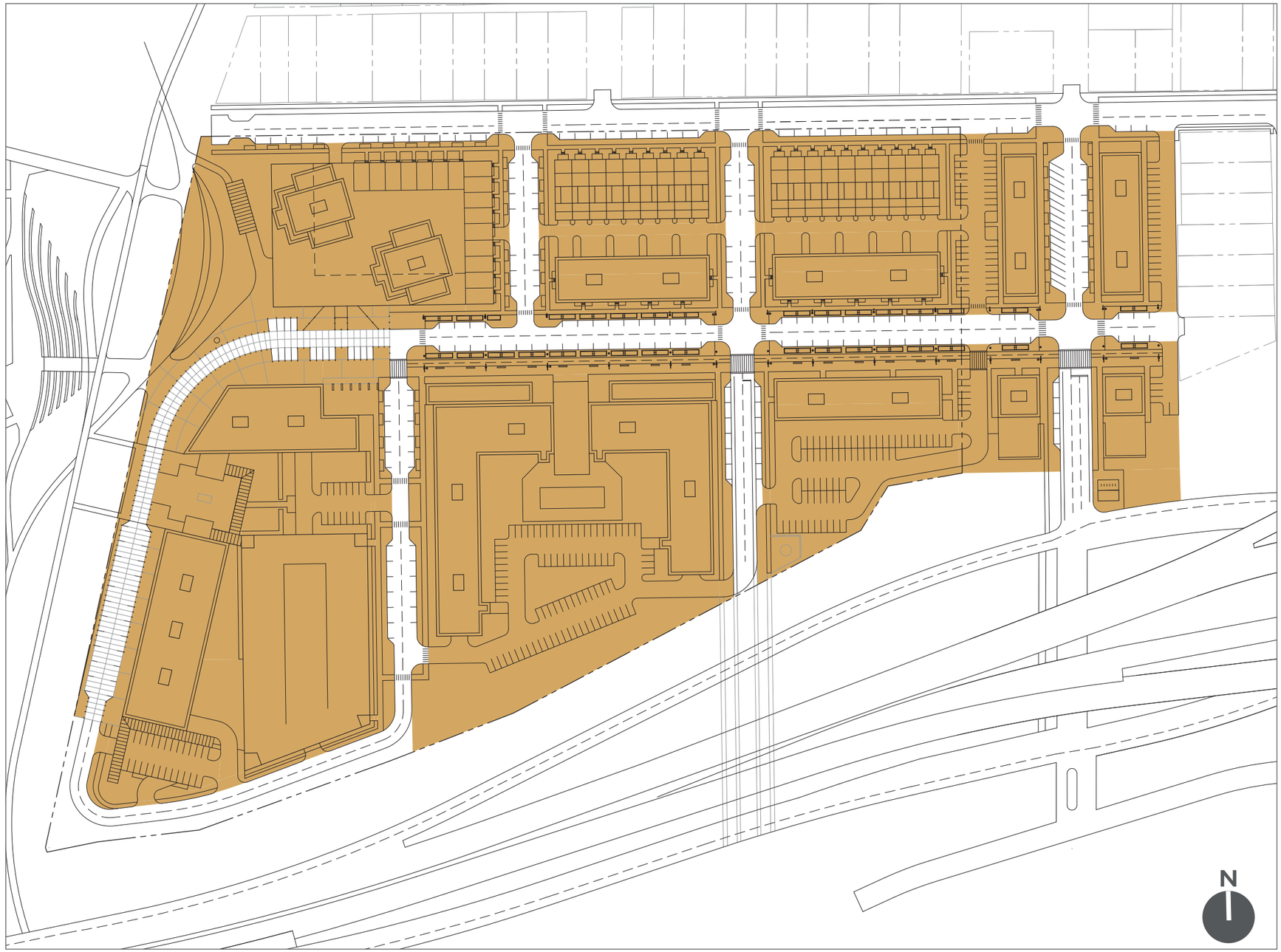


Bird's-eye perspective of the conceptual layout of the Piazza, North Office Building and Shared Auto Court

03 Design Guidelines

Development Blocks

The block structure for the Playland Park neighborhood is based on the standard block size and pattern of the West End. Avenue 'B' will function as the northern boundary for the development. 41st Street will be the initial main entrance into the site. This function will transition to 40th Street once Segment 4 of the interstate reconstruction is complete. 41st Street, along with Avenue 'A,' each bisect the site, generally creating four neighborhood sub-areas. Block sizes gradually increase from east to west. The smaller eastern blocks are sized primarily for low-density residential and commercial uses with small internal surface parking lots. The three large blocks on the west side of the neighborhood accommodate larger buildings with higher parking demands. These blocks also include public space that will draw larger crowds from throughout the community.



Development Blocks

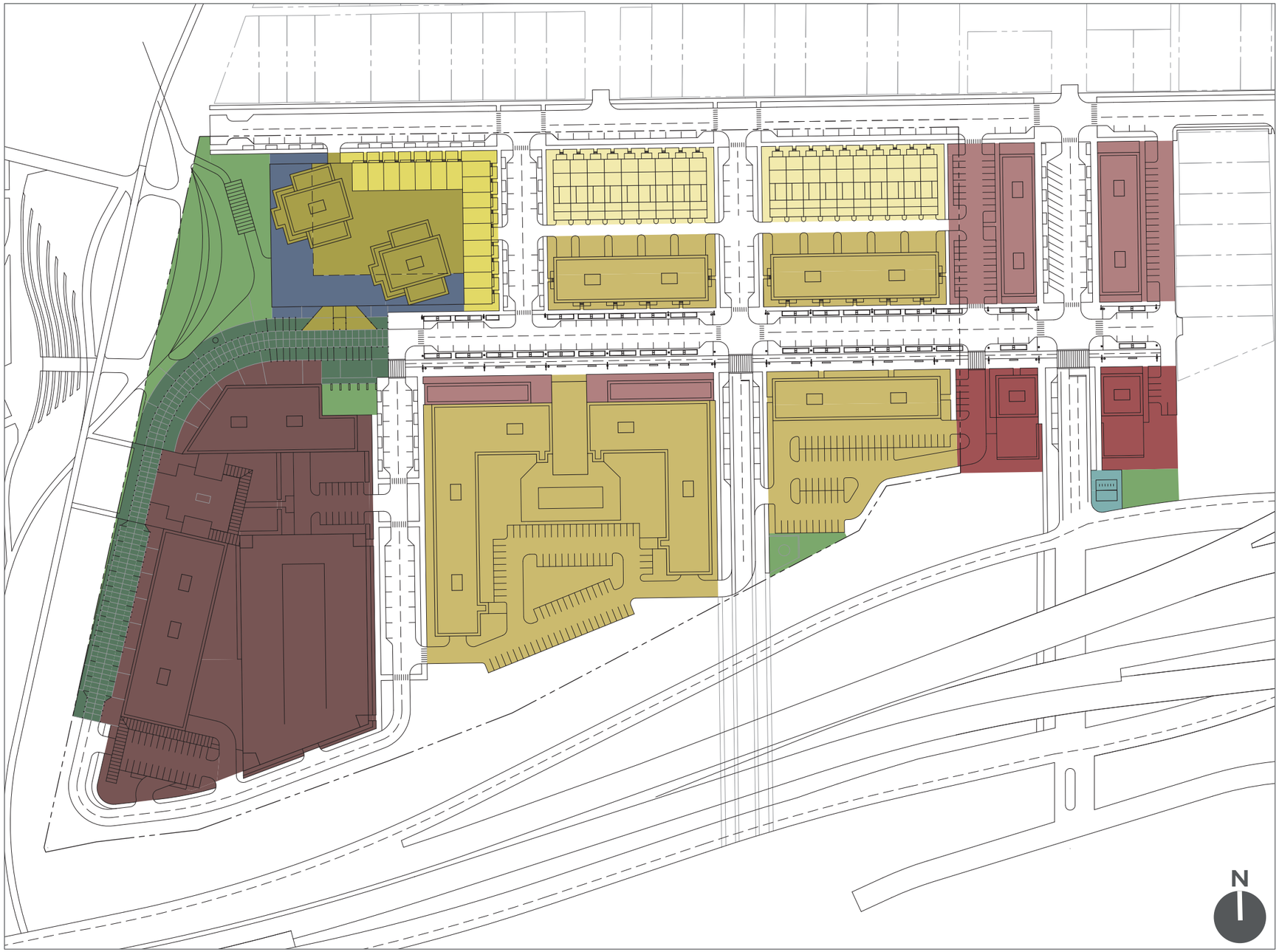
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Land Use

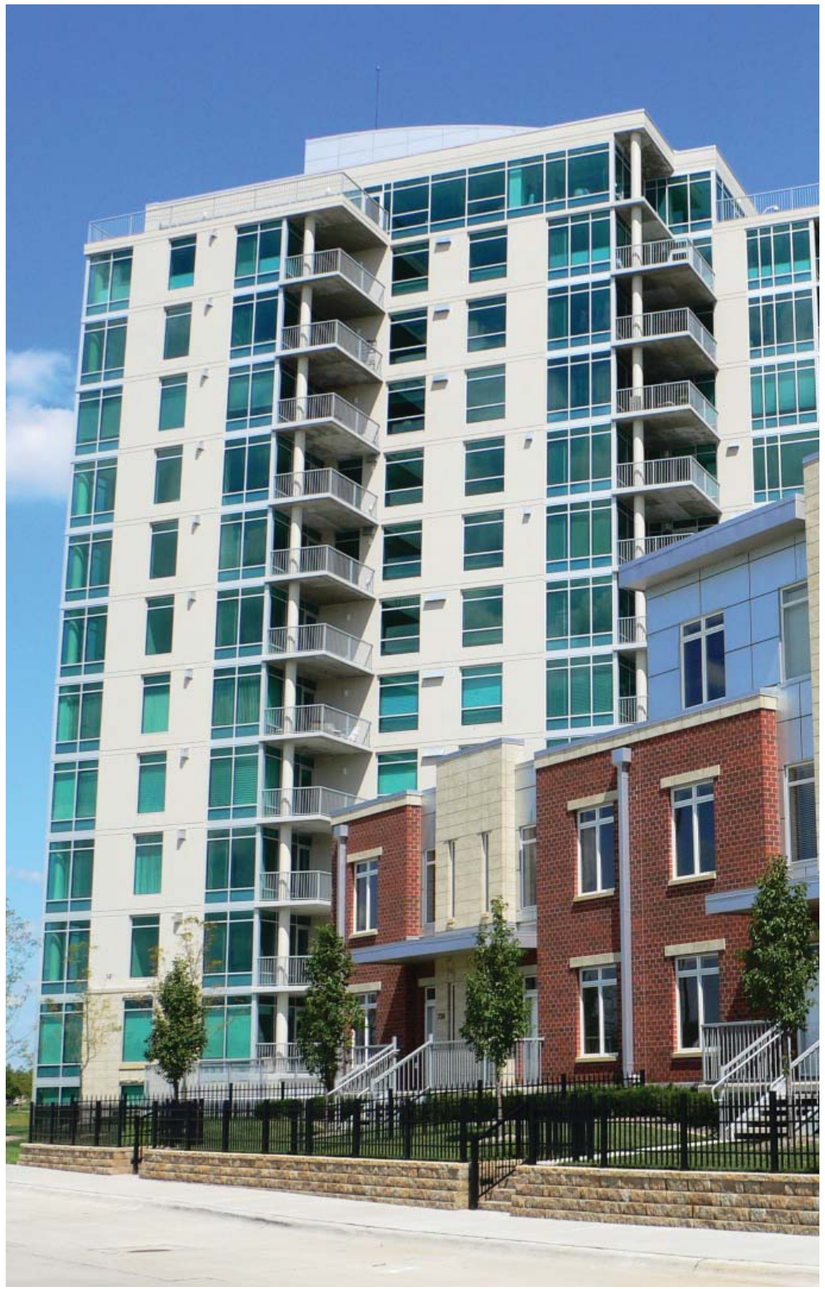
In order to become an active and exciting destination, Playland Park will need to accommodate a variety of land uses, and integrate them both horizontally and vertically. The mix of uses will encourage diverse activity throughout the day, resulting in a comfortable pedestrian environment. The central portion of the neighborhood is planned primarily for residential uses of various densities. Podium and tuck-under apartment buildings will line Avenue 'A,' with a limited amount of ground-level commercial use along the south side of the street. Townhomes will front onto Avenue 'B', helping to maintain the scale of the existing neighborhood to the north. Community and civic uses are proposed at the neighborhood's entrances, with the western edge of the site having a large shared space adjacent to the office and condominium tower blocks. The two office buildings will share a parking structure and auto court. The condominium tower base will include street-fronting community and retail space to help activate the Piazza. Mixed-use and destination commercial uses are planned along both sides of 40th Street.

- Office
- Mixed-Use
- Destination Commercial
- Condominium Tower
- Apartments
- Tuck-Under Townhomes
- Townhomes
- Community Mixed-Use
- Shared Space
- Civic
- Plaza

0′ 80′ 160′ 320′



Land Use



Condominium tower with liner townhomes and internal parking pedestal



Apartment building with ground-level retail



Riverfront office building sited to capture river views



Three-story townhomes



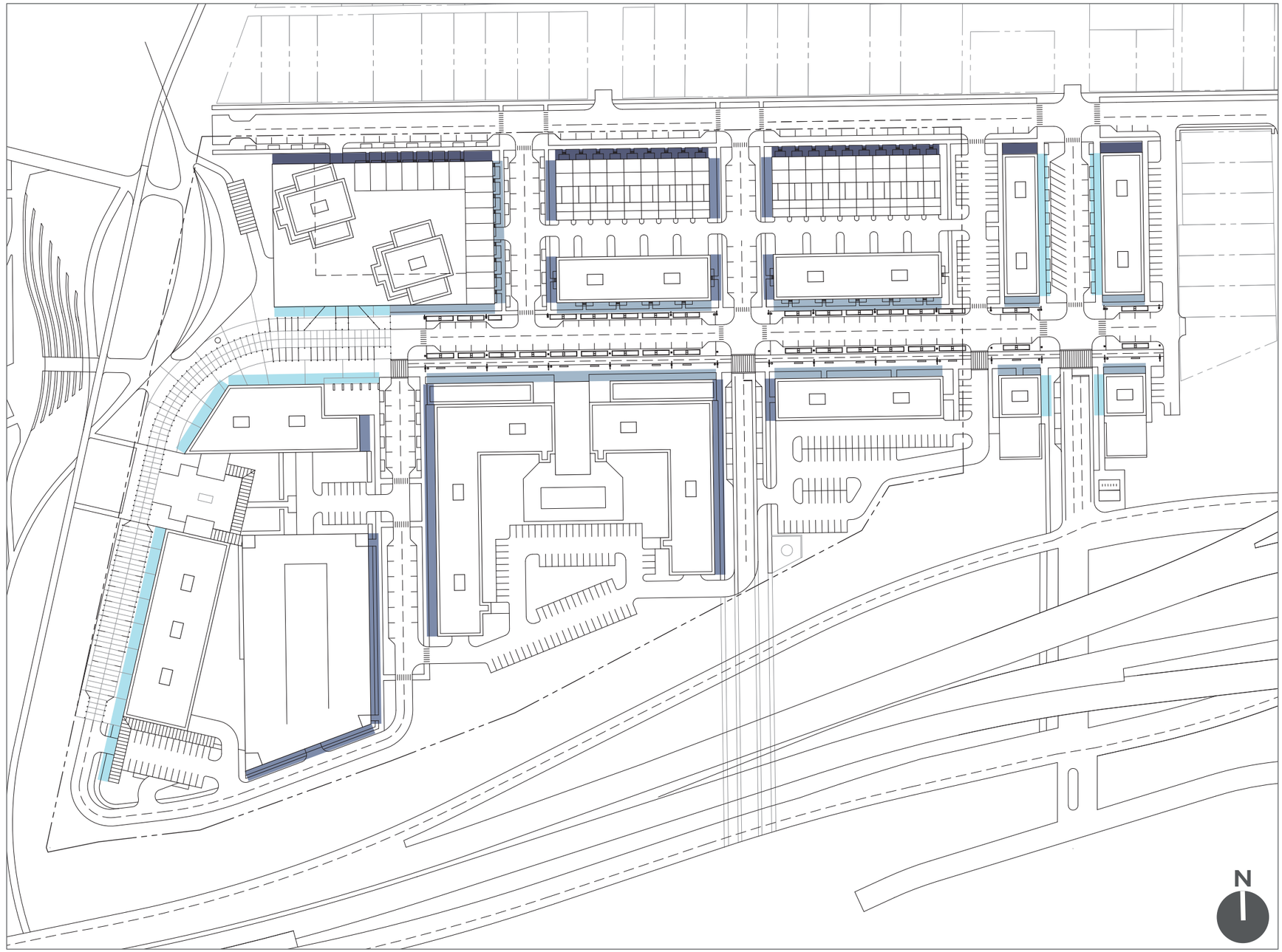
Two and three story apartment building with rear tuck-under parking

Building Setbacks

The Playland Park neighborhood will employ standard setbacks to establish a strong urban fabric, with a consistent building wall and the creation of a unified public realm. The mixed-use buildings fronting onto 40th Street, along with the office buildings and condominium block pedestal that front onto the "Piazza" and Landing "Porch," will generally have 0-to-5' setback requirements. This allows the adjacent sidewalk to become an activity zone that is suitable for community gatherings, outdoor dining areas and window shopping.

The setbacks along Avenue 'A' from 42nd Street to east of 40th Street will be 10' along the entire corridor. This consistency will channel views down the corridor and create continuity of space as users move along the neighborhood spine. The 10-foot front yard, combined with the stoop condition, allows for privacy for those residents whose units front onto this major circulation spine.

Residential side streets will employ setback requirements between 12' and 15.' This increased distance will scale down the sense of enclosure in these areas, signifying to the individual that they are moving out of the high-activity portions of the neighborhood. The townhomes fronting along the south side of Avenue 'B' will have setbacks of 16-to-20' to best replicate the condition of the single-family residential properties across the street.



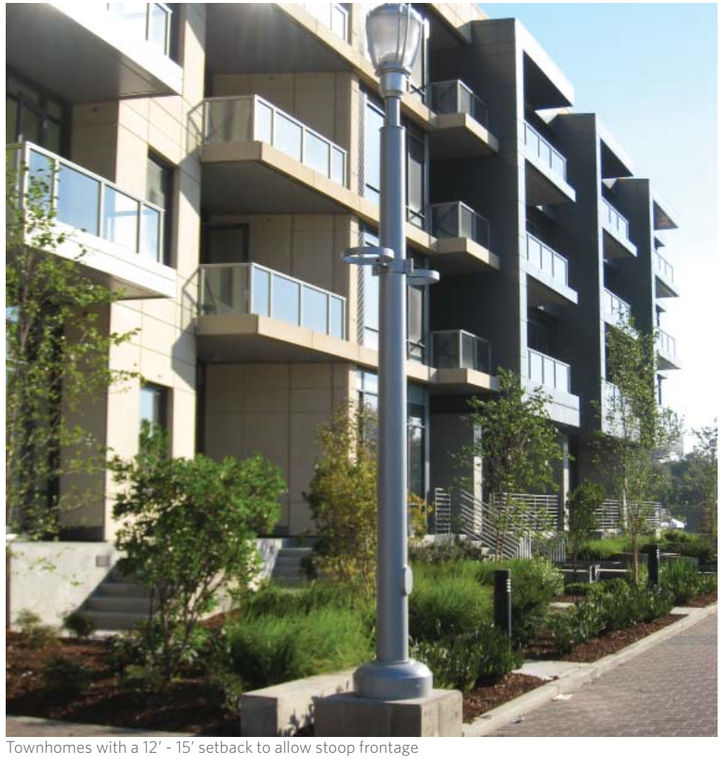
Building Setbacks



0' setback along active street frontage



10' setback along pedestrian promenade



Townhomes with a 12' - 15' setback to allow stoop frontage

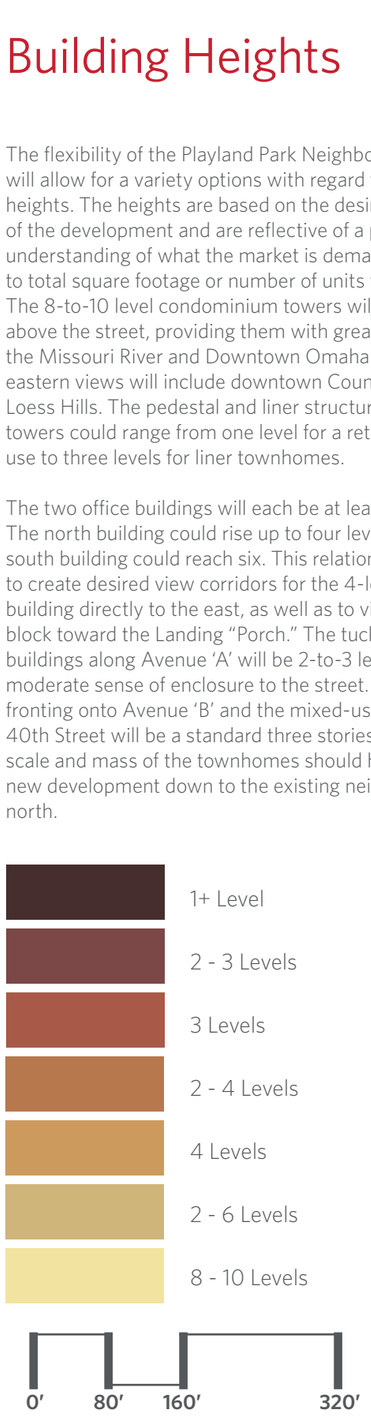


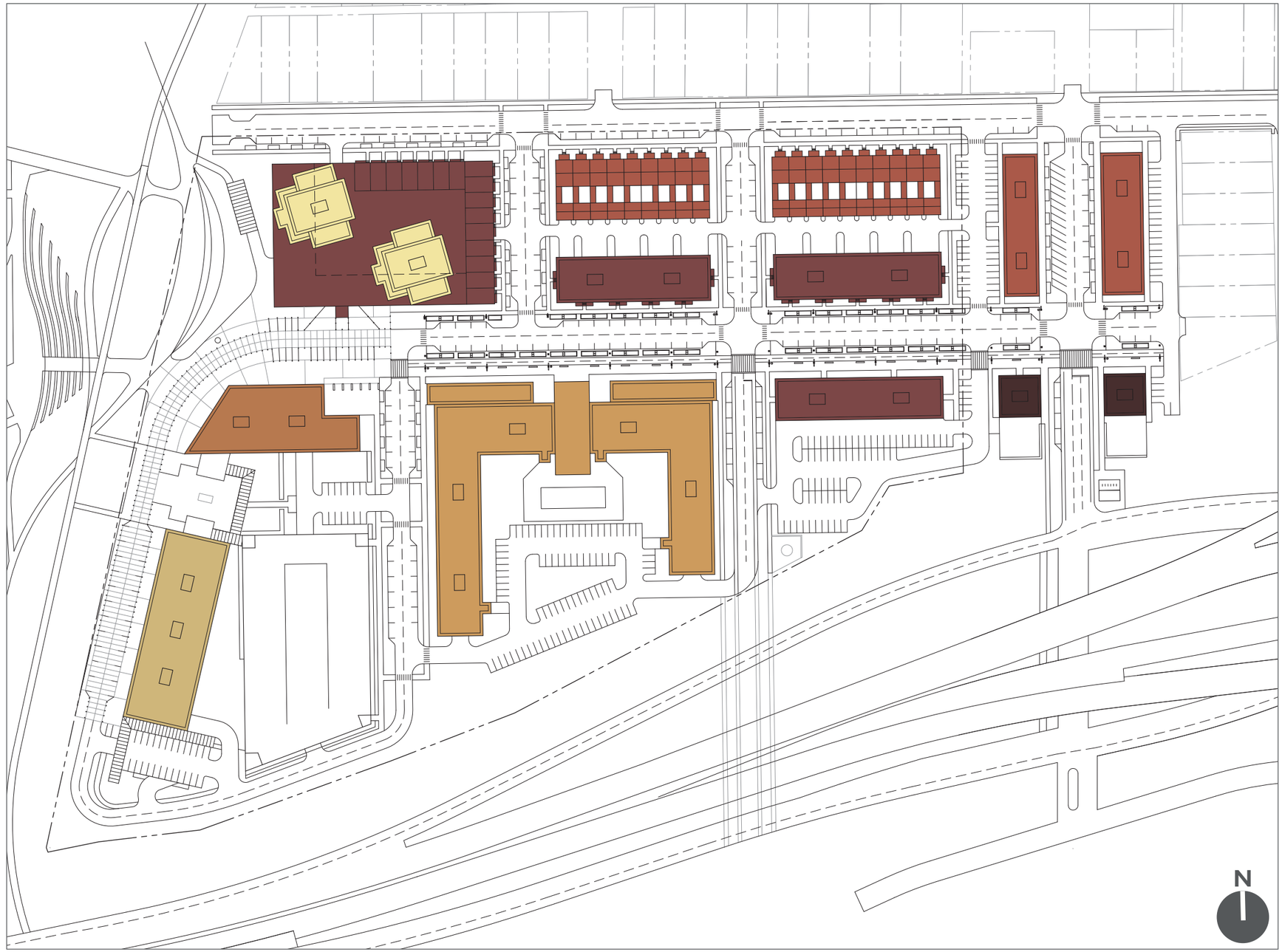
Townhomes with a 16' - 20' setback have similar scale and setback as single family homes on the north side of Avenue B

Building Heights

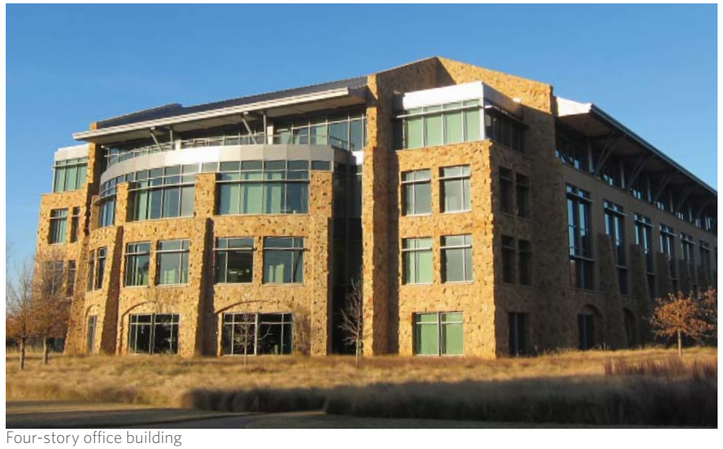
The flexibility of the Playland Park Neighborhood Plan will allow for a variety options with regard to building heights. The heights are based on the desired urban form of the development and are reflective of a preliminary understanding of what the market is demanding with regard to total square footage or number of units for each land use. The 8-to-10 level condominium towers will elevate residents above the street, providing them with great views west to the Missouri River and Downtown Omaha skyline, while eastern views will include downtown Council Bluffs and the Loess Hills. The pedestal and liner structure for the condo towers could range from one level for a retail or community use to three levels for liner townhomes.

The two office buildings will each be at least two levels tall. The north building could rise up to four levels while the south building could reach six. This relationship is important to create desired view corridors for the 4-level apartment building directly to the east, as well as to visually orient the block toward the Landing "Porch." The tuck under apartment buildings along Avenue 'A' will be 2-to-3 levels, providing a moderate sense of enclosure to the street. The townhomes fronting onto Avenue 'B' and the mixed-use buildings along 40th Street will be a standard three stories in height. The scale and mass of the townhomes should help transition new development down to the existing neighborhood to the north.





Building Heights



Four-story office building



Five-story mixed use building



Three-story townhomes



One-story stand-alone retail building



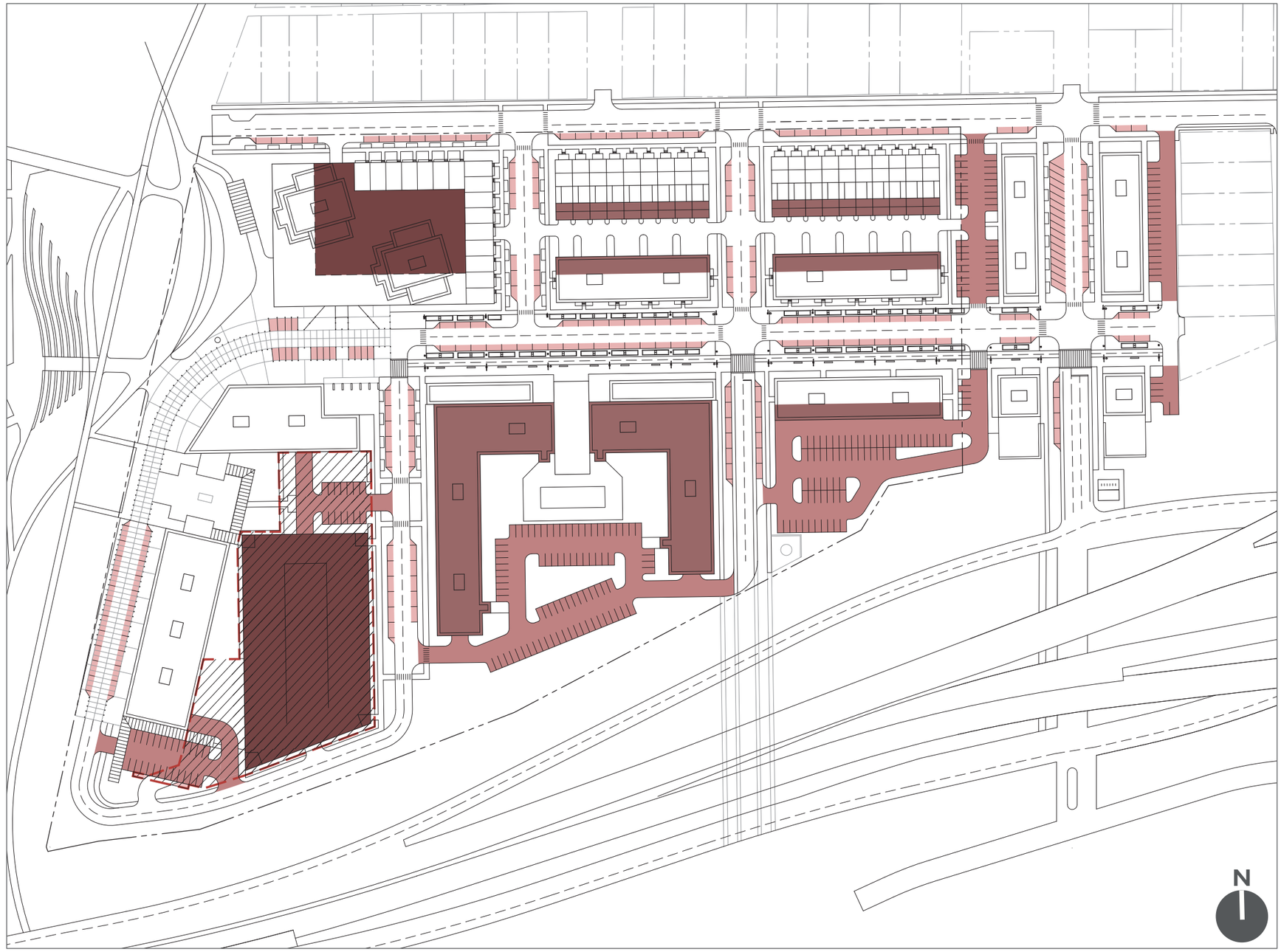
Ten-story condo tower



Five-story office building

Parking

The Playland Park neighborhood will provide a number of parking options for residents, tenants and visitors. In keeping with urban design principles, all surface lots are positioned to the rear of buildings, away from high-activity and high-visibility areas. Private parking for townhomes and apartment buildings will be located on the back sides of the structures and accessed via alleys or surface lots. On-street parking is provided along the majority of streets, helping to slow vehicular traffic and activate the streetscape. The condominium block building will have an internal parking structure surrounded by liner units. A stand-alone parking structure will serve the two office buildings and will be placed behind the buildings away from the active shared space Piazza. If demand warrants, the parking structure will include one level of parking below street grade. In terms of ratios, residents will be provided with either one or two parking stalls per unit, depending on type. Commercial areas will require 5 stalls per 1,000 square feet. The office buildings will require 3.5 stalls per 1,000 square feet, a standard measure for similar mixed-use developments in the region.



Structured Parking

Covered Private Parking

Surface Parking Lot

On-Street Parking

Underground Parking

0′ 80′ 160′ 320′

Parking



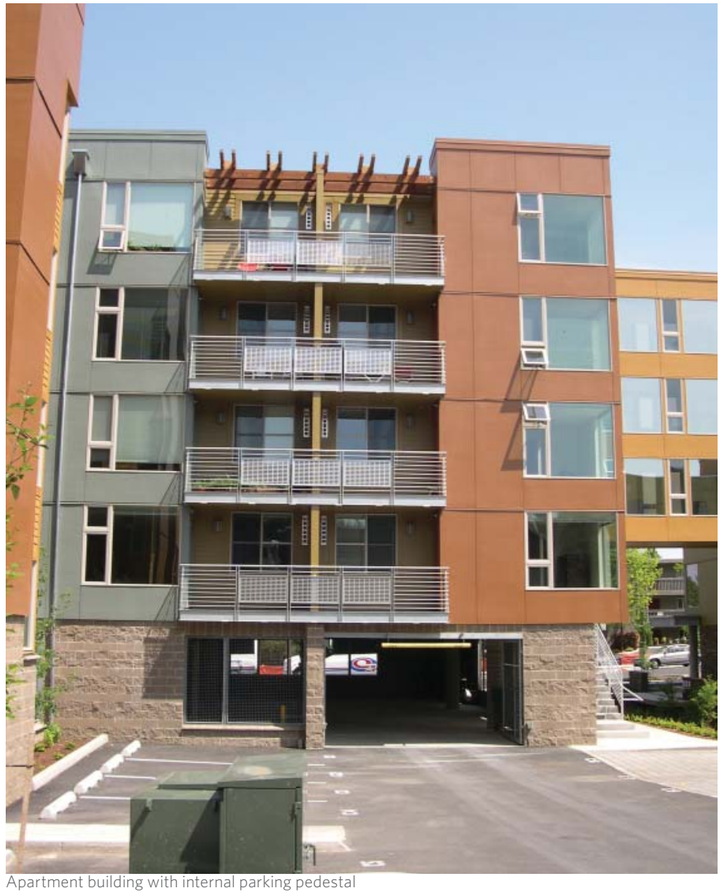
Townhomes with detached garages



Parking garage with enhanced facade



Surface parking lot located behind liner buildings



Apartment building with internal parking pedestal



On-street back-in diagonal parking



Townhomes with tuck-under garages



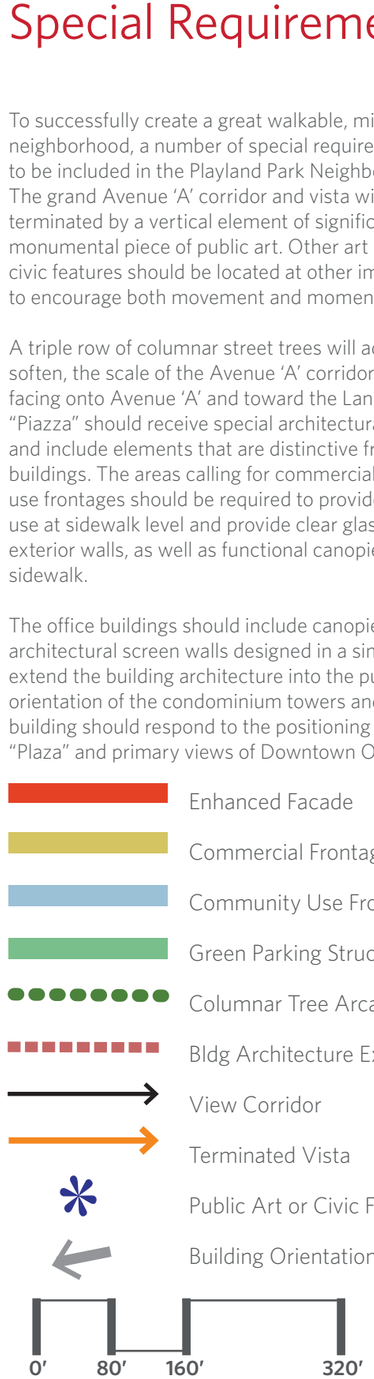
On-street parallel parking

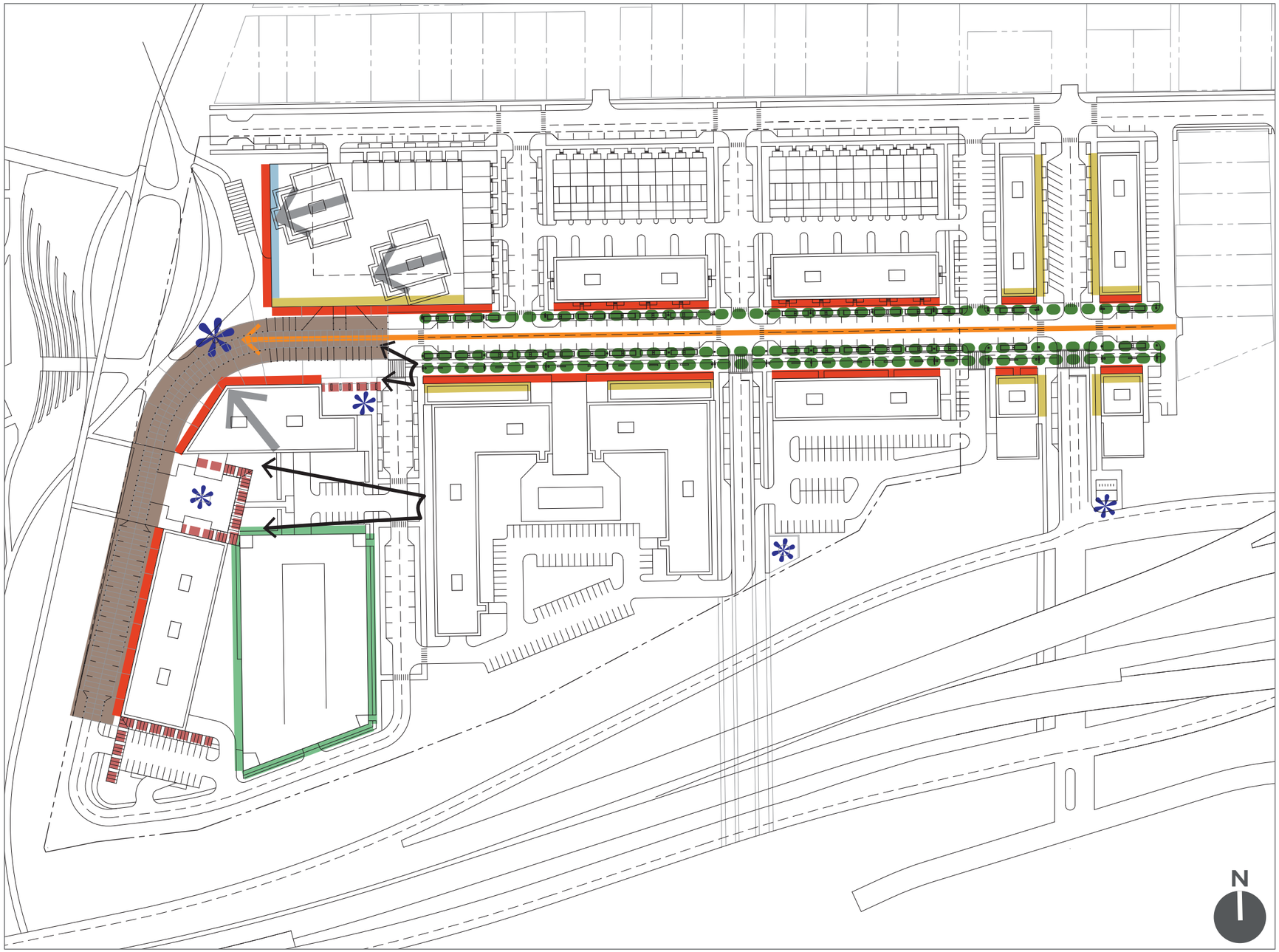
Special Requirements

To successfully create a great walkable, mixed-use neighborhood, a number of special requirements will need to be included in the Playland Park Neighborhood Plan. The grand Avenue 'A' corridor and vista will need to be terminated by a vertical element of significance, such as a monumental piece of public art. Other art installations or civic features should be located at other important civic sites to encourage both movement and moments of reflection.

A triple row of columnar street trees will add interest to, and soften, the scale of the Avenue 'A' corridor. Building facades facing onto Avenue 'A' and toward the Landing "Porch" and "Piazza" should receive special architectural consideration and include elements that are distinctive from the other buildings. The areas calling for commercial or community use frontages should be required to provide the designated use at sidewalk level and provide clear glass on 70% of exterior walls, as well as functional canopies that overlap the sidewalk.

The office buildings should include canopied walkways and architectural screen walls designed in a similar aesthetic to extend the building architecture into the public realm. The orientation of the condominium towers and north office building should respond to the positioning of the Landing "Plaza" and primary views of Downtown Omaha.





Special Requirements



Strategically placed public art



Example of enhanced facade utilizing special materials and massing



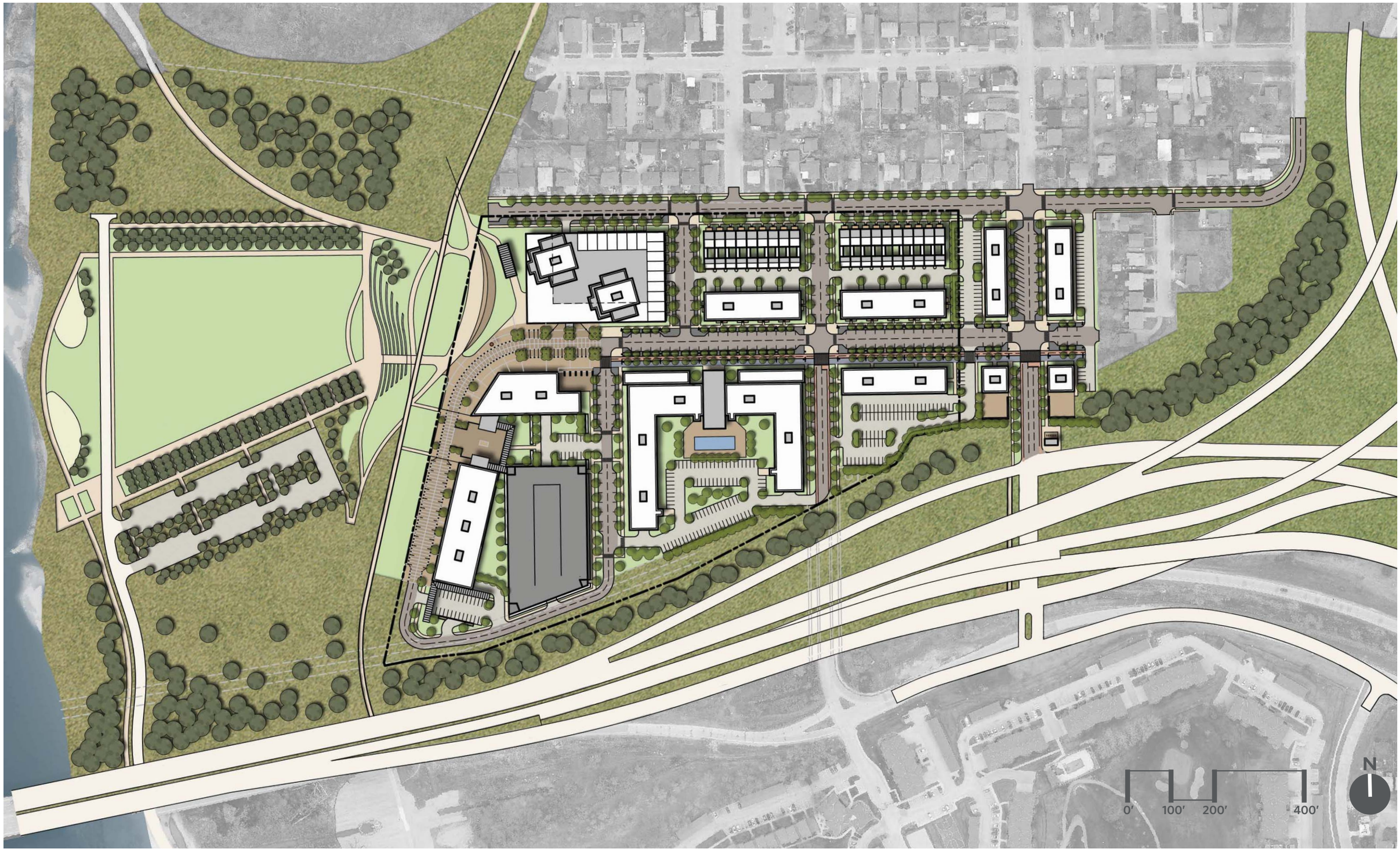
Columnar street trees



Example of an axial view with a terminated vista



Architectural extension of a building facade


0'
100'
200'
400'
N

NOTES



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER'S EDGE SUBDIVISION
COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

The City of Council Bluffs (the "City"), a municipal subdivision of the state of Iowa, hereby execute this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") as of the dates set forth beneath their respective signatures hereto.

RECITALS

A. In 2015, the City made that certain Plat of the Rivers Edge Development as recorded in Book __, Page __ of the Deed Records of Pottawattamie County, Iowa (the "River's Edge Plat") attached hereto as Exhibit A.

B. Prior to the filing of this Declaration, certain property within the River's Edge development owned by the City was subdivided pursuant to that certain Final Plat of Rivers Edge Development dated May 18, 2015 and recorded as Document No. _____ in the Deed Records of Pottawattamie County, Iowa (the "River's Edge Subdivision").

C. By agreement of all parties, this Declaration shall supersede, amend and replace all previous covenants, conditions and restrictions affecting the property subject to this Declaration.

D. As of the date of this Declaration, the City owns: Blocks 1-7, Rivers Edge Development addition to the City of Council Bluffs, Pottawattamie County, Iowa (the "River's Edge Area").

E. Rivers Edge Development Blocks 1-7 will be developed in accordance with the Playland Park Master Plan Amendment No. 2 (the "Master Plan"), attached hereto as Exhibit B and incorporated by this reference as if fully set forth herein.

D. The River's Edge Area is a part of a redevelopment project pursuant to the Playland Park Urban Renewal Plan. Each and every one of these covenants, conditions, reservations and restrictions is for the benefit of each owner of any land within the River's Edge project and shall inure to and pass with each and every tract, or any parcel, block, lot or site thereof and shall bind the respective assigns and successors in interest of the present owners (whether such successor owners acquire such property by grant, gift, foreclosure, deed in lieu of foreclosure or otherwise). These covenants, conditions, reservations and restrictions are each imposed upon the tracts, and are all to be construed as restrictive covenants running with the property and with each and every part thereof:

Section 1. Permitted Uses. Subject to the remaining provisions of this Declaration, each area may be used only for the following designated uses (the "Permitted Uses") and may be used for no other purpose. The area may be used only for purposes which may include, but shall not be limited to, retail, office (all types), entertainment, hotel, service, residential facilities and parking related thereto.

Section 2. Prohibited Uses and Improvements.

(a) First Class Environment. No use of any property in any portion of the River's Edge shall be inconsistent with a first-class environment, as determined in the reasonable discretion of the Architectural Control Committee.

(b) Industrial; Manufacturing; Excavation. No property in the River's Edge area may be used for industrial or manufacturing uses (other than prototype assembly in connection with research and development, refuse collection (other than refuse collection facilities for buildings within the River's Edge project which comply with the terms of this Amended Declaration) or related uses. No rock, gravel, clay or other material shall be excavated or removed from any property in any area for commercial purposes except strictly as necessary to prepare the site for permitted buildings and improvements.

(c) Nuisances; Hazardous Waste; Environmental Hazards. No noxious weeds or underbrush shall be permitted to grow or remain upon any property in any area, and no refuse pile, construction debris, unused motor vehicle, or other private nuisance of any kind shall be allowed to be placed or to remain anywhere in any area. No uses producing hazardous or toxic waste or other environmental hazards shall be permitted upon any property in any area. In the event that an owner of any property within any area shall fail or refuse to keep such property free from any such private nuisance, waste or environmental hazard, the Association (as defined in Section 4 of this Declaration) or its designated representative (the "Designated Representative") may enter upon such property and remove such nuisance, waste or hazard at the expense of the owner of such property, and such entry shall not be deemed a trespass.

(d) Gambling. No gambling or wagering of any kind shall be permitted within the River's Edge Project, except that Iowa State Lottery tickets may be sold at retail establishments in accordance with applicable laws and regulations.

(e) Sexually Oriented Commercial Activities. No portion of the River's Edge Property shall be used, whether by the owner or any lessee thereof, to engage in any commercial endeavor which primarily conducts, markets, promotes or sells items or activities of a sexually oriented nature.

(f) Temporary Buildings. No temporary buildings, trailers, manufactured homes or other structures, mobile homes or structures, modular facilities or other similar structures shall be allowed upon any property in any area, except that, with the prior approval of the Architectural Control Committee in connection with an approved construction plan, construction trailers and related temporary facilities may be permitted as reasonably required by construction contractors then engaged in constructing improvements in the area. Tents and other booths for festivals and events, including but not limited a "farmer's market" shall not be considered temporary buildings for the purpose of this Section 2. (f).

(g) Signage. Except for two neighborhood identification signs permitted by Council Bluffs Municpal Code Section 15.33.120, no stand-alone outdoor advertising signs or billboards shall be permitted upon any property in any area. Temporary signs advertising events within the River's Edge Area shall be excluded from this Section 2. (g).

(h) Temporary Landscaping. No undeveloped land shall remain in any area without a temporary landscaping plan installed and maintained by the owner of such property which presents an attractive appearance.

(i) Miscellaneous. No fireworks, auto or horse racing, or any activity which is reasonably anticipated to over-burden available parking facilities, shall be permitted within the River's Edge Project.

Section 3. Site Development Regulations.

(a) Urban Design Principles. All development within the River's Edge Project shall be consistent with basic urban design principles as set forth in the Master Plan, including, but not limited to:

(i) Wide, pedestrian-friendly sidewalks with extensive landscaping and specialty lighting;

(ii) plazas and other small gathering spaces incorporated into the pedestrian system;

(iii) buildings that front on the sidewalks with little or no setbacks; except where buildings are deliberately pulled away from the street to create public plazas, pedestrian areas, and other special community value areas;

(iv) localized streets with on-street parking;

(v) off-street parking facilities, either structures or surface lots, located behind and screened by buildings; and

(vi) building architecture and design which presents a consistent theme, rhythm and use of materials.

(f) Densities. Minimum development densities for each block within the River's Edge Area must meet or exceed those shown on the Development Program.

(g) Exterior Appearance. All structures within the River's Edge Project must present a credible appearance on all sides consistent with a first-class development, and be subject to approval of the Architectural Control Committee as set forth in Section 5(b) of this Declaration.

(h) Maximum Height. The maximum height of any structure within the River's Edge Project shall not exceed the following Limits:

Block 1 10 stories of occupied stories
Block 2 3 stories of occupied stories
Block 3 3 stories of occupied stories
Block 4 3 stories of occupied stories
Block 5 5 stories of occupied stories
Block 6 5 stories of occupied stories
Block 7 8 stories of occupied stories

(i) Parking. Each owner shall make provisions for adequate off-street parking in accordance with the standards established by the Architectural Control Committee and the Design Guidelines. At no time may standards established by the Architectural Control Committee and/or Design Guidelines for the River's Edge Area be adopted or amended such that less than: (i) 4.01 stalls must be provided for each 1,000 square feet of usable retail space; (ii) 4.01 stalls must be provided per 1,000 usable square feet of office space; provided, however, that in no event shall the usable square feet of any office space be less than 87% of the rentable square feet in said space; (iii) 1.25 stalls must be provided per residential unit; and/or (iv) 1.0 stalls must be provided for each hotel room (collectively, the "Parking Ratios"). Under no circumstance shall parking stalls on city streets be included in determining compliance with the foregoing parking requirements. All parking areas shall be either properly landscaped hard surface lots or parking structures. Furthermore, until December 31, 2019, all non-residential parking areas in the River's Edge Area shall be free of charge and open to the public for all hours of the day except between 8:00 a.m. and 5:00 p.m. on non-holiday weekdays, which exclusionary period shall hereinafter be referred to as "Business Hours."

(j) Cross Parking Easements. Each owner of any land within the River's Edge Area (collectively, the "Cooperating Owners") hereby grants and conveys to every other Cooperating Owner and such Cooperating Owner's lessees, customers and invitees conducting business within the River's Edge Area a non-exclusive easement to park passenger vehicles on any portions of such Cooperating Owner's land which are paved and striped for parking from time to time (collectively, the "Parking Areas"). The grant of cross parking rights expressed in the preceding sentence (the "Parking Easement") shall not apply to parking stalls designated exclusively by the Cooperating Owner for residential uses or during Business Hours. Each Cooperating Owner, at its sole cost and expense, shall (i) maintain, repair and replace the Parking Areas located on such Cooperating Owner's property, so as to keep them at all times in a safe, functional and first class manner, clean and free from snow, ice, refuse and rubbish; (ii)repave, restripe and replace markings on the surface of the Parking Areas and driveways in the Parking Areas from time to time as and when necessary so as to provide for the orderly parking of automobiles and shall place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of the Parking Areas; and (iii) maintain all landscaping in the Parking Areas. The configuration of the driveways, curb cuts, landscaping and parking areas within the Parking Areas may be reconfigured, moved or otherwise modified in any manner so long as each Cooperating Owner provides the minimum parking required by this Declaration.

(k) Loading Areas; Trash Receptacles; Mechanical Equipment. All loading areas and loading docks, trash receptacles, antennae and mechanical equipment shall be off-street and screened from adjacent streets and sidewalks.

(l) Exterior Lighting. Owners shall install or cause to be installed sufficient exterior lighting so as to properly illuminate drives, parking facilities, streets and sidewalks. Where appropriate, decorative lighting will be employed in accordance with the requirements of the Design Guidelines.

(m) Landscaping. Upon completion of any building or parking facility (or the next available planting season), the owner shall install landscaping in accordance with the requirements of the Design Guidelines.

(n) Signage. No exterior signs incorporating flashing, pulsating or rotating lights shall be permitted, and no exterior walking or message signs (except time and temperature) shall be permitted. No pole signs or roof signs shall be permitted.

(o) Utilities. All permanent utilities providing local service to the River's Edge Property shall be underground.

Section 4. Master Property Owners Association.

(a) Formation. A Master Property Owners Association (the "Association") shall be formed for purposes of (i) accepting the dedication of use easements for certain common areas; (ii) owning certain common areas; and (iii) improving and maintaining such common areas within the River's Edge Area.

(b) Organization. Except for owners of condominium interests or owners in fee simple of residential property comprising less than one acre in size (which the declarants have intentionally chosen to exclude from voting), each owner of land within the River's Edge Area shall be a member of the Association (collectively, "Voting Owners"). Except as otherwise set forth in this Declaration, decisions of the Association shall be determined by a majority of the total number of authorized votes ("Authorized Votes") at the time such decision is made. Initially, Authorized Votes shall be allocated to each block within the River's Edge (such blocks are shown on the Development Program map attached as Exhibit D based on projected full build out assessed value of each such block). The initial Authorized Votes for each such block shall be as follows:

Block 1: 28
Block 2: 2
Block 3: 5
Block 4: 3
Block 5: 3
Block 6: 12
Block 7: 47

As a block is fully developed, in the event that there is a substantial difference between (i) the actual assessed value of the block and (ii) the initial projected assessed value, then the Association may make appropriate pro rata adjustments to the number of Authorized Votes assigned to that block and the total number of Authorized Votes. In the event that a block is subdivided and/or title to a portion of a block is transferred to another party, then the owner subdividing or transferring title may allocate all or a portion of the Authorized Votes for that block to the subdivided and/or transferred parcel, such transfer to be totally at the option of the transferring owner and to become effective upon notice to the Association from the transferring owner of the member of Authorized Votes transferred and the name of the receiving party.

(c) General Assessments. The Association shall assess its members for the costs of owning, maintaining and improving those common areas which provide general benefit for the entire River's Edge. Such common areas will include, but not be limited to, the public open space, landscaping and streetscape features within and immediately adjacent to public street rights-of-way, storm water structures and detention basins, and other areas or features accepted by the Association as common areas. Assessments for owning, maintaining and improving common areas (O&M costs) shall be apportioned to each member pro rata based on the number of each member's Authorized Votes.

(d) Duties; Authority. The Association shall have authority to enforce the covenants, conditions and restrictions set forth in this Declaration, assess owners for costs, and place and foreclose liens on property for unpaid assessments in accordance with Section 6 of this Declaration. Owners with unpaid assessments shall have their voting rights in the Association suspended until such time as such assessments are paid in full. The Association shall carry appropriate forms and amounts of insurance.

(e) Sub-Associations. Owners of certain parcels within the River's Edge Area, including owners of condominium interests and/or owners in fee simple of residential property consisting of less than one acre in size, may form sub-associations ("Sub-Associations") for the purpose of owning, improving, maintaining and operating certain common areas and facilities which provide specific benefits for those particular parcels, including, but not limited to, parking facilities. Each Sub-Association shall have the same authority and obligations as the Association with respect to the parcels included within the Sub-Association. Each Sub-Association shall establish its own boundaries, membership and voting procedures, which membership and voting procedures may be different from that of the Association. Each Sub-Association may establish additional use restrictions, design standards or performance standards as long as they do not diminish the standards set forth in this Declaration or in the Master Plan, Development Program or Design Guidelines.

Section 5. Architectural Control Committee.

(a) There is hereby established the Architectural Control Committee, which shall consist of three members, one member of which shall be appointed by Block 6, one member of which shall be appointed by Block 7, and one member of which shall be appointed by the City as long as the City owns any block within the River's

Edge Property. The right to appoint a member of the Architectural Control Commission may be assigned or transferred, as applicable, so long as such assignment or transfer is made to another individual or entity owning property within the River's Edge Property.

(b) At such time as the City no longer owns any property within the River's Edge Area, then nominations to fill the third member of the Architectural Control Committee shall be made by the owners of Blocks 1, 2, 3, 4, and 5 which do not already have a right to appoint a member of the Architectural Control Committee pursuant to the foregoing Section 5(a). Once nominations have been received, the owners entitled to submit nominations shall then elect the third member of the Architectural Control Committee utilizing the same number of votes allocated to said owners pursuant to Section 4(b). Each member of the Architectural Control Committee shall serve at the pleasure of their appointing entity, and may be replaced by such appointing entity at any time upon notice to the remaining members. The Architectural Control Committee shall meet as required at such place and at such time as is mutually agreeable to the members thereof.

(c) Before commencing the construction, addition, installation, modification, demolition or alteration of any building, enclosure, landscaping, fence, parking facility, sign, light pole, fence or fixture, or any other structure or temporary or permanent improvements within the River's Edge Project (except for interior construction or remodeling), and except as expressly provided in this Declaration, the owner of the property upon which such development is located shall provide to the Architectural Control Committee for its approval the site plans, grading and utility plans, landscaping plans, sign and sign allocation plans, floor plans and building elevations, and materials plans, demolition plans and such other plans and specifications as may be appropriate (collectively, "Proposed Plans"). The Architectural Control Committee shall adopt, by majority vote, appropriate procedures for plan submission, review and approval. Approval of plans shall require the affirmative vote of two members of the Architectural Control Committee; provided, however, that so long as a representative of the City is a member of the Architectural Control Committee, then one of the affirmative votes must be from the representative of the City. Nothing in this Section shall expand or diminish the powers of the Association and/or its Designated Representative contained in Section 6 of this Declaration, and the remaining provisions of this Declaration.

(d) The Architectural Control Committee may adopt, by majority vote, the Design Guidelines with respect to each type of improvement within the River's Edge Area; provided, however, that so long as a representative of the City is a member of the Architectural Control Commission, then one of the affirmative votes must be from the representative of the City.

(f) The Architectural Control Committee may retain outside consultants to assist it in its activities, and may charge reasonable fees for plan review. The Architectural Control Committee may consult with other property owners as a part of its review process.

Section 6. Remedies For Violations; Liens. Upon a violation or breach of any of the covenants, conditions, reservations and restrictions set forth in this Declaration with respect to any property, subject to this Declaration, the Association or its Designated Representative shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the covenants, conditions, reservations and restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Upon the failure or refusal of the Association or its Designated Representative to enforce any of the covenants, conditions, reservations and restrictions set forth herein, any individual member of the Association shall have the right, but not the obligation, to proceed at law or equity to compel compliance therewith or to prevent or enjoin any actual or threatened violation or breach of the same. In addition to the foregoing rights, the Association or its Designated Representative shall have the right, whenever there exists any condition on the River's Edge Property which is in violation of this Declaration and such violation has not been cured within 30 days after written notice to the breaching party, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, payable within 30 days after such breaching party is billed. Any such entry and abatement or removal shall not be deemed a trespass. The cost of such abatement or removal, if not paid within such 30-day period, shall be a lien in favor of the Association against the breaching owner's property and, subject to the provision of Section 14 below, may be foreclosed by the curing party in like manner as any other lien against real estate.

Section 7. Waiver and Variance By Architectural Control Committee. The owner of any property within the River's Edge Project may petition the Architectural Control Committee to waive compliance with or grant a variance to

any of the covenants, conditions, reservations or restrictions set forth in Sections 1, 2 and 3 of this Declaration. Subject to the limitations set forth below, and based on its reasonable discretion, the Architectural Control Committee is hereby given the power to waive or grant a variance to any such covenants, conditions, reservations or restrictions upon such request and upon a finding by the Architectural Control Committee that such request is in conformity with the general scheme for the development of the River's Edge Project as set forth in this Declaration. Such waiver or variance may be conditioned by the Architectural Control Committee upon the satisfaction of conditions or performance requirements set by the Architectural Control Committee. Such waiver or variance shall be effective only upon the unanimous consent of the Architectural Control Committee. Notwithstanding any other provision contained herein, if the Architectural Control Committee shall fail to approve or disapprove any such requests for waiver or variance within 30 days after such request has been submitted to the Architectural Control Committee, such request shall be deemed conclusively to have been disapproved unless or until the Architectural Control Committee takes further action on the same, if ever.

Section 8. Term and Extensions. Each covenant, condition, reservation and restriction contained in this Amended Declaration shall continue in effect indefinitely until terminated as provided below as of a Termination Date, the first of which shall be on June 15, 2045. At any time within one year prior to June 15, 2045, and each 30-year period thereafter (each such date being referred to herein as a "Termination Date"), by majority vote of the Voting Owners, the Association may, by written declaration signed and acknowledged by a majority of the approving Voting Owners and duly recorded with the Register of Deeds for Pottawattamie County, Iowa, terminate the covenants, conditions, reservations and restrictions herein, effective as of the next Termination Date. Failing such termination, the covenants, conditions, reservations and restrictions contained in this Declaration shall automatically be renewed and extended for successive periods of 30 additional years, subject to the right of the Association by a vote of the majority of the Voting Owners to terminate this Declaration at the end of each such 30-year period as provided in this paragraph.

Section 9. Interest. Whenever and as often as one party shall not have paid any sum payable hereunder to another party, or to the Association, any Sub-Association or the Architectural Control Committee, within 30 days of the due date, such delinquent party shall pay interest on such amount from the due date to the date such payment is received by the party entitled thereto, at an interest rate equal to the prime rate plus five percentage points.

Section 10. Estoppel Certificate. Each owner of any property within the River's Edge Project agrees that upon written request of any other party (which shall not be more frequent than three times during any calendar year by a single requester), it will issue to a prospective mortgagee or successor of such other owner or to such other party, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:
(a) whether the owner to whom the request has been directed knows of any default by the requesting party under this Declaration, and if there are known defaults, specifying the nature thereof;
(b) whether this Declaration has been modified or amended in any way by the requested owner (and if it has, then stating the nature thereof); and
(c) whether this Declaration is in full force and effect.
Such statement shall act as a waiver of any claim by the owner furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the owner furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such owner to disclose correct and/or relevant information.

Section 11. Notices. All notices, demands, statements and requests (collectively "Notices") required or permitted to be given under this Declaration must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified (a) on the date of personal service upon the person to whom the Notice is addressed or if such person is not available the date such Notice is left at the address of the person to whom it is directed, (b) on the date the Notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested and (c) on the date the Notice is delivered by a nationally recognized overnight courier service, postage prepaid and addressed to the person to whom it is directed. The

addresses of certain of the signatories to, or the anticipated ultimate owners of the blocks subject to, this Amended Declaration to which Notices shall be sent are set forth below.

if to the City:
City of Council Bluffs
Community Development Department
209 Pearl Street
Council Bluffs, Iowa 51503
Attention: Donald Gross, Director

if to Noddle:
Noddle Companies
2285 S. 67th Street, Suite 250
Omaha, Nebraska 68016
Attention: Jay Noddle

if to Broadmoor:
Broadmoor Development Company
809 N. 96th Street
Omaha, Nebraska 68114
Attention: Bob Stratton

The place for delivery of any Notice hereunder may be changed by any party (or its successor in interest) by written notice to the other parties delivered in the manner required by this paragraph. As to any successor owner, upon acquisition of ownership of a parcel within the River's Edge Project, such new owner may give notice of its address as provided in this Section. If the new owner gives such a notice, future Notices must be given to said owner at that address. If the new owner does not give such notice, future Notices shall be effective if sent to the address of the record owner of the property as shown on the real property tax records of Pottawattamie County, Iowa.

Section 12. Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall (a) entitle any party to cancel, rescind or otherwise terminate this Declaration or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the River's Edge Property. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

Section 13. Approval Rights. Unless provision is made for a specific time period (such as the time for approval as set forth in Section 5), approval or consent requested pursuant to this Declaration shall be given or withheld within 60 business days of the receipt of the request for approval. Except as otherwise provided in this Declaration, if a disapproval is not given within the required time period, the requested party shall be deemed to have given its approval. Except with respect to any approval or disapproval given by lapse of time under the terms of this Declaration, all approvals and disapprovals shall be in writing, but the failure to furnish such a writing shall not be deemed an approval.

Section 14. Lien For Expenses.
(a) The liens provided for in Section 6 above shall be effective only when a signed and acknowledged document providing notice of such lien is filed by the Association or its Designated Representative in the Office of the Register of Deeds for Pottawattamie County, Iowa, which notice shall contain at least:
(i) a statement of the unpaid amount of costs and expenses;
(ii) a description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and
(iii) the name of the owner or reputed owner of the property which is the subject of the alleged lien.

(b) The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the Association, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

Section 15. Dispute Resolution. Expressly excluding matters to be determined by the Architectural Control Committee hereunder, all other disputes and controversies of every kind and nature between or among the parties hereto arising out of or in connection with this Declaration as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance or termination hereof shall be submitted to arbitration pursuant to the procedure hereafter set forth:

(a) Any party may demand such arbitration by written notice to the remaining owners of all property within the River's Edge Project within 30 days after the controversy arises, which notice shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

(b) Within 15 days after such notice, the remaining parties shall name their respective arbitrator, or in default of such naming, such arbitrator or arbitrators shall be named forthwith by the Arbitration Committee of the American Arbitration Association.

(c) The arbitration costs and expenses of each party shall be borne by that party.

(d) The arbitration hearing shall be held on 15 days' notice to the parties at a neutral site in Council Bluffs, Iowa, to be selected by a majority of the arbitrators.

(e) The arbitration rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing, and the law of evidence of the State of Iowa shall govern the presentation of evidence at such hearing.

(f) The arbitration hearing shall be concluded within three days unless otherwise ordered by a majority of the arbitrators, and the award or determination on the hearing shall be made within 10 days after the close of the submission of evidence.

(g) An award or determination rendered by a majority or the arbitrators appointed under and pursuant to this Section 15 shall be final and binding on all parties to the proceeding, and judgment on such award or determination may be entered by any party in the highest court, state or federal, having jurisdiction over the matter.

(h) The parties stipulate that a decision rendered pursuant to the provisions of this Section 15 shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any controversy or dispute arising hereunder and which is attributable as set forth in this Section 15. The arbitration provisions of this Section 15 shall, with respect to such controversy or dispute, survive the termination of any party's ownership of any one of the Tracts. Nothing contained in this Section 15 shall be deemed to give the arbitrators any authority, power or right to alter, change, amend, modify, add to or subtract from any of the provisions of the Amended Declaration.

Section 16. Effect of Sale By Owner. If any owner of any property in the River's Edge Project sells or otherwise transfers its property, then after the date of sale such owner shall have no further obligation under this Declaration with respect to such property sold; provided, however, the selling owner and acquiring owner shall be jointly liable for obligations incurred prior to said sale or transfer.

Section 17. Default in Payment of Expenses. Notwithstanding any of the provisions of this Declaration, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and covenants shall be binding

and effective against any owner of any property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Section 18. Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Iowa.

Section 19. Waiver. No delay or omission on the part of the Architectural Control Committee, the Association, any Sub-Association or the owners of any property in the River's Edge Project in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architectural Control Committee, the Association or any Sub-Association for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions.

Section 20. Severability. In the event any one or more of the foregoing covenants, conditions, reservations or restrictions is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations and restrictions not specifically declared to be void or unenforceable, but all of the remaining covenants, conditions, reservations and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in lull force and effect.

Section 21. Beneficiaries. These covenants, conditions, reservations and restrictions are made for the benefit of any and all persons who may now own, or who may in the future own, property in the River's Edge Project. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other legal or equitable procedure as provided herein, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

Section 22. Amendment. This Declaration may be amended at any time by the written agreement of two-thirds (2/3rds) of all Authorized Votes, effective upon the recording of such amendment in the official real estate records of Pottawattamie County, Iowa.

Section 23. Subsequent Amendments/Eminent Domain. In the event any improvement constructed in accordance with Proposed Plans approved by the Architectural Control Committee shall later be in violation of any provision of this Declaration solely by reason of (a) a subsequent amendment to this Declaration or (b) any eminent domain proceeding which may affect the location of public rights of way, then such improvement shall thereafter be deemed to comply with such provisions of this Declaration so long as the improvement is not materially modified or altered thereafter.

Section 24. Subsequently Acquired Property. In order to ensure the continued vitality and quality of the River's Edge Project, in the event any party hereto or any affiliate of such party should acquire ownership of any piece of property located within the boundaries of the River's Edge Project or adjacent thereto, said party shall be obligated to record this Declaration and take any other action(s) necessary to ensure that said acquired property is used in conformity herewith and becomes subject hereto, which obligation may be specifically enforced by the Architectural Control Committee but such additional property shall not be allocated Authorized Votes.

(REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW)

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the River's Edge Subdivision are hereby approved on the ____ day of July 2015.

City of Council Bluffs, Iowa

By: Matthew J. Walsh 7/2/15
Matthew J. Walsh, Mayor Date

ATTEST: Marcia L. Worden 7/2/2015
Marcia L. Worden, City Clerk Date

RIVER'S EDGE SUBDIVISION
FINAL PLAT

PLAT DESCRIPTION

A PARCEL OF LAND BEING PART OF GOVERNMENT LOT 3 OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SW 1/4) OF SECTION 28, AND PART OF GOVERNMENT LOT 1 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW 1/4) OF SECTION 33 ALL IN TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND LOTS 174 THROUGH 182 INCLUSIVE, AND LOTS 194 THROUGH 201 INCLUSIVE, AND PARTS OF ADJACENT ALLEYS AND PART OF N. 40TH STREET RIGHT OF WAY IN TWIN CITY GARDENS AN ADDITION, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 87° 58' 49" EAST ALONG THE SOUTH LINE OF SAID SW1/4, SW1/4 OF SECTION 28, 63.50 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE COUNCIL BLUFFS MISSOURI RIVER LEVEE AND THE POINT OF BEGINNING; THENCE NORTH 14° 20' 19" EAST ALONG SAID LEVEE RIGHT OF WAY LINE, 781.51 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AVENUE B; THENCE SOUTH 88° 43' 00" EAST ALONG SAID AVENUE B RIGHT OF WAY LINE, 1085.43 FEET; THENCE SOUTH 1° 42' 03" WEST ALONG SAID RIGHT OF WAY LINE, 12.50 FEET; THENCE SOUTH 88° 51' 53" EAST ALONG SAID RIGHT OF WAY LINE, 302.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 201 TWIN CITY GARDENS; THENCE SOUTH 1° 42' 40" WEST ALONG THE EAST LINE OF LOTS 201, 200 AND 199 TO THE SOUTHEAST CORNER OF SAID LOT 199 TWIN CITY GARDENS, 132.10 FEET; THENCE SOUTH 88° 52' 52" EAST, 6.00 FEET TO A POINT ON THE CENTERLINE OF ALLEY; THENCE SOUTH 1° 42' 40" WEST ALONG SAID CENTERLINE OF ALLEY, 220.00 FEET; THENCE NORTH 88° 52' 52" WEST AND ALONG THE SOUTH LINE OF SAID LOT 194 TWIN CITY GARDENS, 128.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 194, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF N. 40TH STREET; THENCE SOUTH 1° 42' 40" WEST ALONG SAID RIGHT OF WAY LINE, 42.36 FEET; THENCE NORTH 88° 52' 52" WEST AND ALONG THE SOUTH LINE OF SAID LOT 182 TWIN CITY GARDENS, 170.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 182; THENCE SOUTH 1° 42' 40" WEST ALONG THE WEST LINE OF LOTS 183 AND 184 SAID TWIN CITY GARDENS, 88.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 184, SAID POINT ALSO ON THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE HWY 480/ RELOCATED AVENUE A RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES: THENCE NORTH 87° 07' 31" WEST, 11.69 FEET; THENCE SOUTH 82° 01' 58" WEST, 107.66 FEET; THENCE SOUTH 33° 39' 49" WEST, 74.56 FEET; THENCE SOUTH 64° 15' 23" WEST, 560.42 FEET; THENCE SOUTH 70° 49' 59" WEST, 191.41 FEET; THENCE SOUTH 72° 06' 28" WEST, 288.45 FEET; THENCE SOUTH 85° 20' 36" WEST, 145.73 FEET; THENCE SOUTH 80° 33' 57" WEST, 73.97 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF THE COUNCIL BLUFFS MISSOURI RIVER LEVEE; THENCE NORTH 17° 40' 14" WEST ALONG SAID LEVEE RIGHT OF WAY LINE, 6.95 FEET; THENCE NORTH 14° 20' 19" EAST CONTINUING ALONG SAID LEVEE RIGHT OF WAY LINE, 258.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.25 ACRES (1,056,527 S.F.).

THE BASIS OF BEARING FOR THE DESCRIBED PROPERTY IS THE IOWA DOT I-80/29/480 DESIGN PROJECT.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Cap = 11804 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
ROW Roll	RM	
Control Point	CP	
Bench Mark	BM	
Plotted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline	———	
Section Line	———	
1/4 Section Line	———	
1/4 1/4 Section Line	———	
Easement Line	———	

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH — DATE 7/1/15

ATTESTED TO BY:

CITY CLERK: MARCIA L. WORDEN — DATE 7/1/2015

COMMUNITY DEVELOPMENT DIRECTOR: DONALD D. GROSS — DATE 7/1/15

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN RIVERS EDGE SUBDIVISION, IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: LEA VOSS — DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT THE CITY OF COUNCIL BLUFFS, A MUNICIPAL CORPORATION OF THE STATE OF IOWA BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED AS BLOCKS 1 THROUGH 7 INCLUSIVE AND OUTLOTS A & B, AND PUBLIC STREET RIGHT-OF-WAY FOR RIVER'S EDGE PARKWAY, AVENUE B, N. 40TH STREET, N. 41ST ST AND N. 42ND STREET. SAID PROPERTY TO BE KNOWN AS RIVER'S EDGE SUBDIVISION.

AS PART OF THIS PLATTING, THE CITY OF COUNCIL BLUFFS, IOWA DOES HEREBY DEDICATE OUTLOT A (39,474 SF), OUTLOT B (81,199 SF) AND THE RIGHT OF WAYS FOR RIVER'S EDGE PARKWAY (100,169 SF), AVENUE B (25,207 SF), N. 40TH STREET (20,758 SF), N. 41ST STREET (36,822 SF), AND N 42ND STREET (58,432 SF) TO THE CITY OF COUNCIL BLUFFS, IOWA.

AS PART OF THIS PLATTING, THE CITY OF COUNCIL BLUFFS, IOWA DOES HEREBY GRANT TO CITY OF COUNCIL BLUFFS, A MUNICIPAL CORPORATION OF THE STATE OF IOWA, AND ITS AGENTS, CONTRACTORS AND ASSIGNS, PERMANENT NONEXCLUSIVE EASEMENTS FOR THE PURPOSE OF CONVEYING OVERLAND STORM DRAINAGE AND CONSTRUCTING, RECONSTRUCTING, REPAIRING, ENLARGING AND MAINTAINING STORM SEWERS TOGETHER WITH NECESSARY APPURTENANCES THERETO IN, ON, OVER, AND ACROSS THE REAL ESTATE AS SHOWN ON THE DRAWING WHICH IS PART OF THIS DOCUMENT. THESE EASEMENTS SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. ERECTION OF STRUCTURES PROHIBITED: GRANTOR SHALL NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

B. CHANGE OF GRADE PROHIBITED: GRANTOR SHALL NOT CHANGE THE GRADE, ELEVATION, OR CONTOUR OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

C. RIGHT OF ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHT OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA AS HEREIN DESCRIBED.

D. REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY THE GRANTOR OR THEIR SUCCESSORS OR ASSIGNS.

E. SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING, AND REPLACEMENT OF GRANTORS SURFACED ROADWAY.

F. DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, OR YARD OR OTHER IMPROVEMENTS OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AND EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO GRANTOR.

G. EASEMENT RUNS WITH LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON GRANTOR AND ON GRANTOR'S SUCCESSORS AND ASSIGNS.

H. GRANTOR RESERVATION: GRANTOR RESERVES THE RIGHT TO USE THE EASEMENT AREA FOR OTHER PURPOSES PROVIDED HOWEVER THESE PURPOSES SHALL NOT INTERFERE WITH GRANTEES USE OF THE EASEMENT AREA UNDER THE RIGHTS OF THIS AGREEMENT.

NOTE: COVENANTS WILL BE RECORDED IN A DOCUMENT SEPARATE OF THE PLAT INSTRUMENT.

NOTE: A 10.00 FOOT WIDE UTILITY EASEMENT ALONG FRONT AND 5.00 FOOT ALONG ALL OTHER PROPERTY LINES ARE DEDICATED WITH THE FOLLOWING EXCEPTIONS: THE WEST PROPERTY LINE OF BLOCK 1, THE EAST PROPERTY LINE OF BLOCKS 3 AND 5 AND THE WEST PROPERTY LINE OF BLOCKS 3 AND 4.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE PROPERTY AS CONTAINED HEREIN ON THIS _____ DAY OF _____, 2015.

CITY OF COUNCIL BLUFFS

BY: MAYOR: THE HONORABLE MATTHEW J. WALSH

STATE OF IOWA)
) SS.
COUNTY OF POTTAWATTAMIE)

ON THIS 1st DAY OF July, 2015, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED MATTHEW J. WALSH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF CITY AND THE SAID MATTHEW J. WALSH ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID CITY, BY IT VOLUNTARILY EXECUTED.

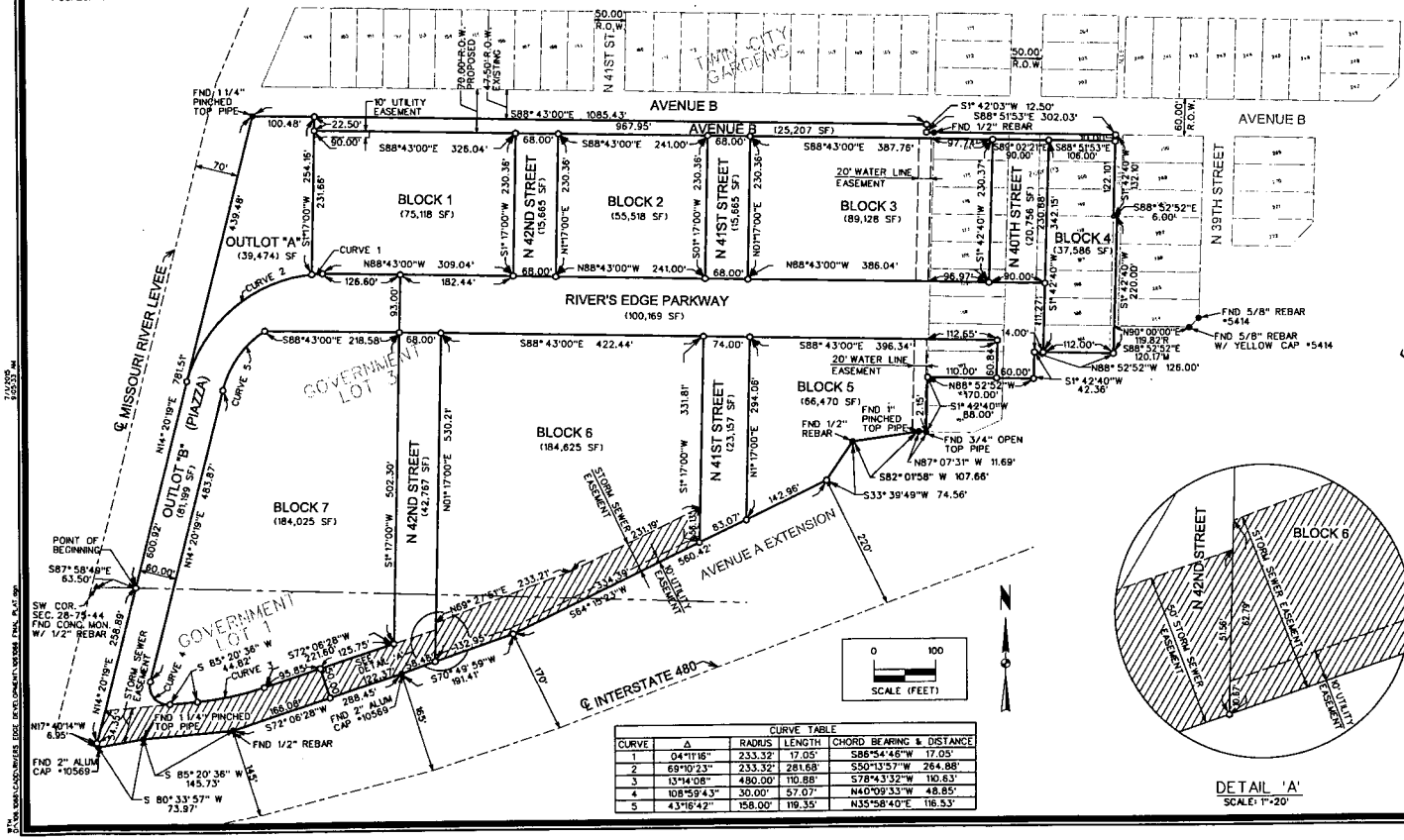
NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES 2-7-2016

OWNER & DEVELOPER

CITY OF COUNCIL BLUFFS
209 PEARL STREET
COUNCIL BLUFFS, IOWA 51501

MARCIA L WORDEN
Commission Number 177909
MY COMMISSION EXPIRES 2-7-2016



CURVE TABLE				
CURVE	Δ	RADIUS	LENGTH	CHORD BEARING & DISTANCE
1	04°11'16"	233.32'	17.05'	S86°54'46"W 17.05'
2	69°10'23"	233.32'	281.68'	S50°13'57"W 264.88'
3	13°14'08"	480.00'	110.88'	S78°43'32"W 110.63'
4	108°59'43"	30.00'	57.07'	N40°09'33"W 48.85'
5	43°16'42"	158.00'	119.35'	N35°58'40"E 116.53'

DETAIL 'A'
SCALE: 1"=20'

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

MICHAEL G. GEIER 11804 IOWA — LICENSED PROFESSIONAL LAND SURVEYOR

Michael G. Geier, PLS — Date 7/1/15

License Number 11804

My License Renewal Date is December 31, 2015

Pages or sheets covered by this seal: 1 of 1

MARK	REVISION	DATE	BY
2	REVISED STORM SEWER EASEMENT AND ADDED NOTES TO DEDICATION	06/29/15	WTH
1	ADDED STORM SEWER EASEMENT AND REVISED DEDICATION	04/16/15	WTH

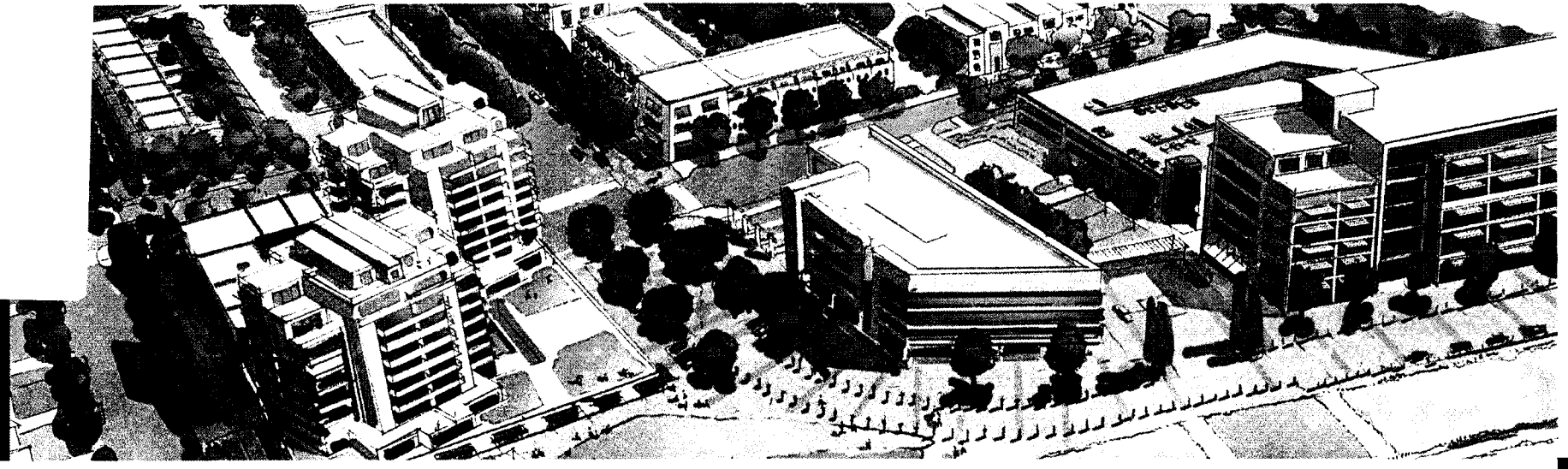
Engineer: MGG | Checked By: MGG | Scale: 1" = 100'
Technician: WTH | Date: 01/28/15 | Field Bk: Pg:
Project No: 1061066 | Sheet 1 of 1

RIVER'S EDGE SUBDIVISION
FINAL PLAT
COUNCIL BLUFFS, IA

SNYDER & ASSOCIATES, INC.
1751 MADISON AVENUE
COUNCIL BLUFFS, IA 51503
712-322-3202 | www.snyder-associates.com

Exhibit "A"

Exhibit "B"



Playland Park Master Plan

October 2014

COUNCIL BLUFFS

HDR NODDLE COMPANIES



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03 Framework Elements 13

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05 Design Guidelines 26

Executive Summary

Strategically located in the West End of Council Bluffs, along the east bank of the Missouri River and across the Bob Kerrey Pedestrian Bridge from Downtown Omaha, the Playland Park Neighborhood features a pedestrian-oriented, mixed-use design. The plan for Playland Park strives to revitalize and invigorate the area by creating a newfound sense of place and community in a location that was once a thriving amusement park and now overlooks the new and successful Tom Hanafan River's Edge Park. The design framework for the neighborhood is contextual to, and compliments, the existing neighborhoods to the north and east, and is designed to accommodate future interstate access configurations.

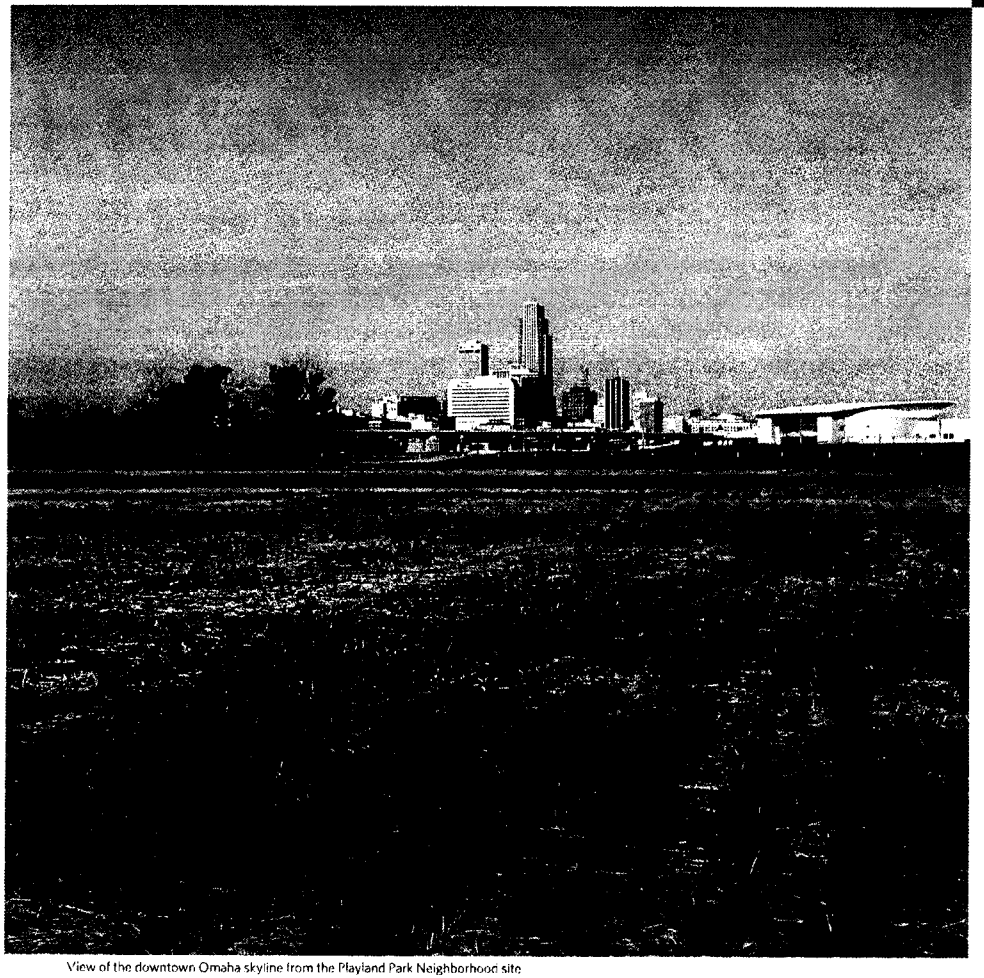
The design features a diverse living, working, and retail environment, with a park-fronting "piazza" and a pedestrian bridge landing "porch" that provide a formal and active linkage to the Bob Kerrey Pedestrian Bridge. In addition, the plan establishes Avenue 'A' as a grand axial street, with a pedestrian promenade, a cycle track, green stormwater infrastructure, and on-street parking.

Situated adjacent to the "Piazza" and "Porch" are two medium office buildings that overlook the riverfront and two mid-rise condo towers that sit atop a pedestal base that contains community space, retail uses, and townhouses. These uses will enliven the pedestrian bridge landing, complimenting the recreational uses along the riverfront and providing a destination for those crossing the bridge from the Nebraska side of the river. Further to the east, apartments, townhouses, and mixed-use buildings line the streets, providing "rooftops" and density to help stimulate the retail proposed for the site. Parking is provided on-street, in surface parking lots tucked behind buildings, and in parking structures.



The Playland Park Neighborhood site, looking east from above the CenturyLink Center Omaha

01 Context



View of the downtown Omaha skyline from the Playland Park Neighborhood site

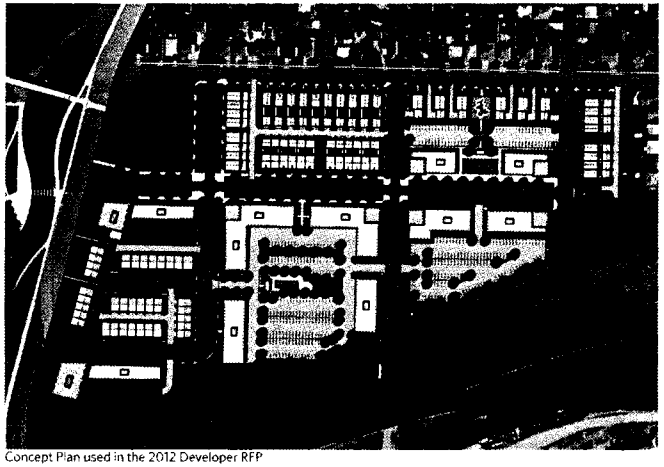
Past Master Planning Efforts

Since 2007, the Playland Park site has undergone a number of master planning efforts. The first of these efforts led to a plan very similar to this current effort. The plan established a pedestrian-oriented, mixed-use neighborhood center, with a condo tower, apartments, townhouses, and mixed-use structures, all oriented on a "town square" at the base of the pedestrian bridge. However, the design of the square contained an operable gate in the levee, which would allow direct access to the riverfront and could be closed during flooding events. With major flooding in the eastern part of the state in 2008, the U.S. army Corp of Engineers tightened requirements for levees, which ultimately led to a revision of the 2007 concept.

Instead of a levee gate structure, the 2009 plan update contained a levee landing structure that allowed connections between the wet and dry sides of the levee via a grand stair case. Minor tweaks in the plan included the addition of a second condo tower, additional apartments, and repositioned townhouses. The City issued a Developer RFP based on this plan; however, the RFP was issued at the on-set of the Great Recession, and response to it was less than desired.

Desiring to wait until the market turned around, the City and consulting staff met with many prospective developers as the recession was nearing its end in order to gauge their interest in the site. During these meetings, a number of items were discussed, including the health of the market, potential product and unit mix, site design, and urban design elements. Based on these meetings, a revised site plan was developed and a new developer RFP was issued.

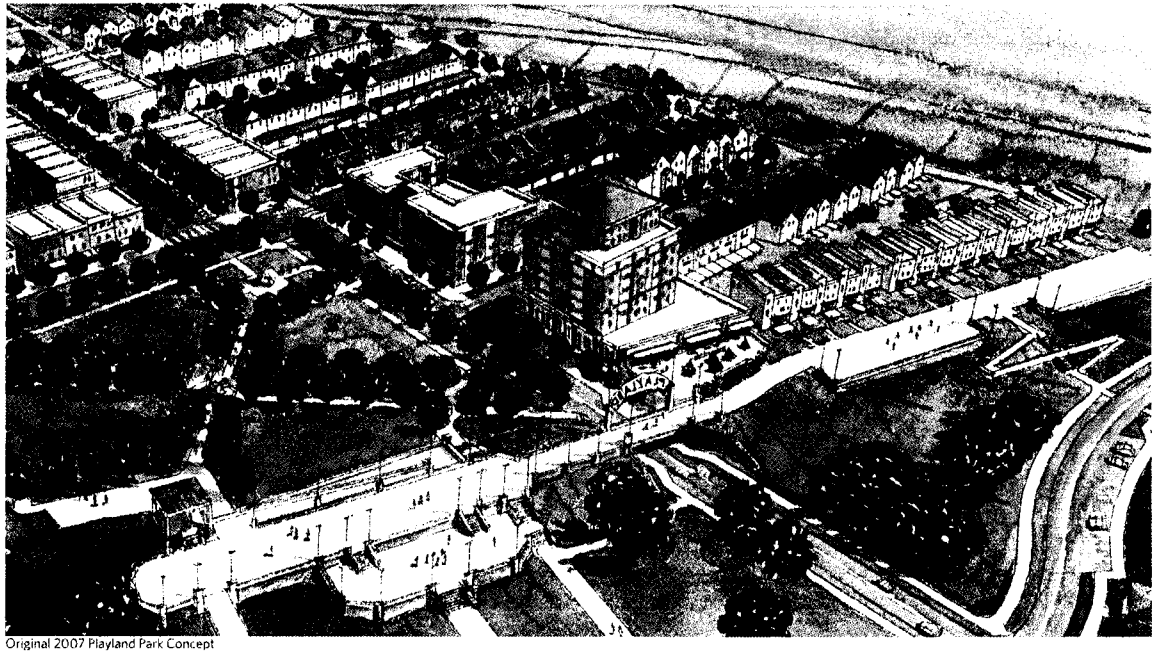
This process ultimately led to the selection of a master developer for the site. Following meetings with the City, the master developer, several sub-developers, and the design team for the "Porch" and "Piazza", the Neighborhood Master Plan was revised into its current form, and is ready for the initial phase of implementation.



Concept Plan used in the 2012 Developer RFP



2009 Playland Park Update Plan



Original 2007 Playland Park Concept

Pedestrian Bridge, Tom Hanafan River's Edge Park & The Landing Plaza

The Missouri River is the dominant natural physical feature of the metro area. Flowing north to south past the west side of the site, the river separates Council Bluffs, IA from Omaha, NE. The two neighboring cities are connected in this vicinity by the I-480 Bridge and the Bob Kerrey Pedestrian Bridge.

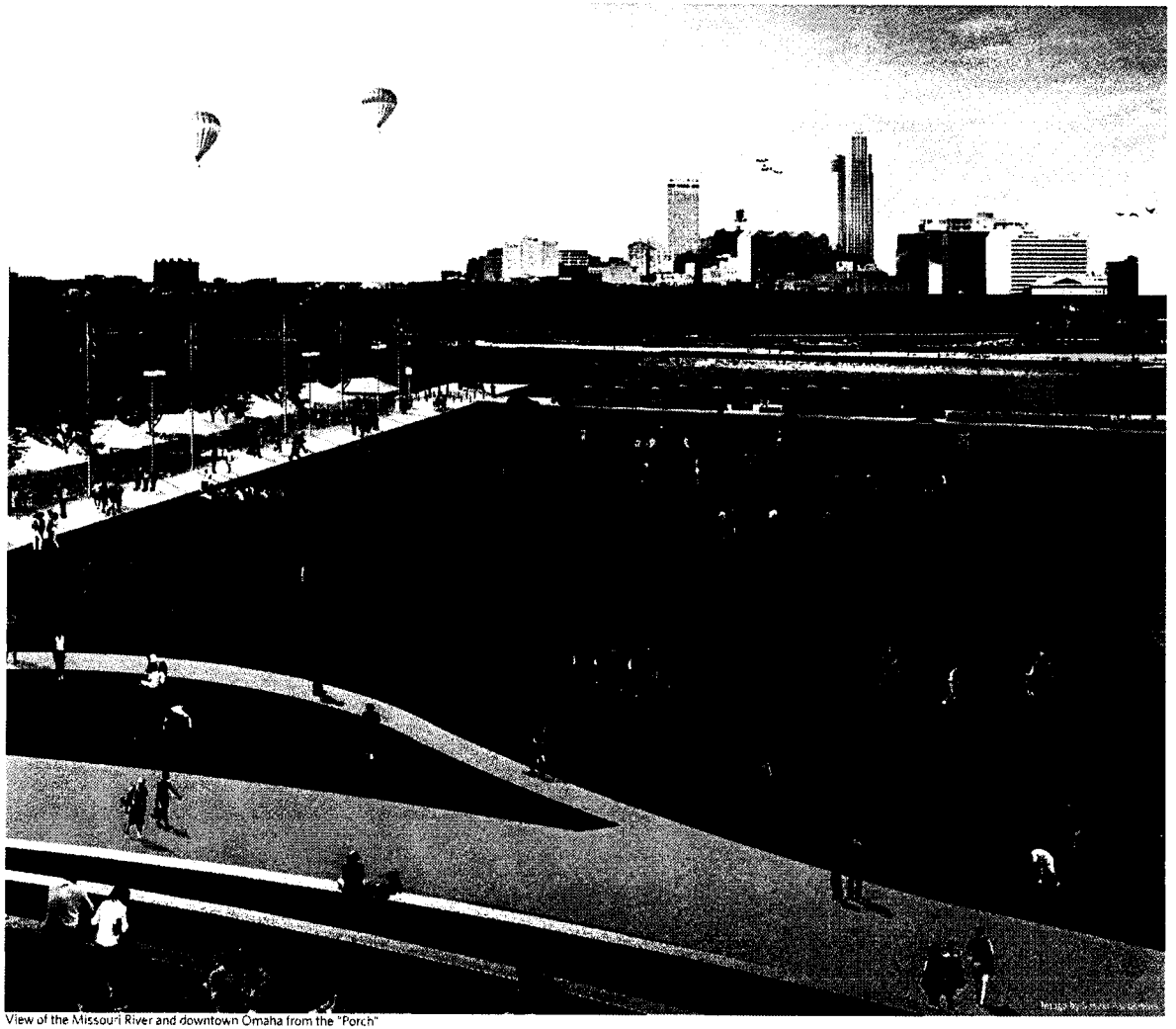
The pedestrian bridge, with its unique cable-stay design, lands on the Missouri River levee and is a key amenity for the site. The bridge serves both a utilitarian function (for those recreating and/or walking/biking to jobs on both sides of the river) and as a tourist/visitor attraction (serving those who want to experience both the riverfront, bridge, and connecting trail system). In order to take advantage of the Missouri River, the pedestrian bridge, Tom Hanafan River's Edge Park, and the downtown Omaha skyline, the Playland Park Master Plan orients itself to the riverfront, with buildings specifically sited to take advantage of the one-of-a-kind views.

Desiring to create a special amenity and a seamless transition between the proposed development and the riverfront, the City and Iowa West Foundation have contracted with Sasaki to develop and refine the preliminary plans for the Landing. As currently envisioned, these plans include two major features: the "Porch" and the "Piazza".

The "Porch" is the plaza at the landing of the pedestrian bridge. Facilities being considered include a pavilion, an interactive water fountain, site furnishings, and play elements are possible park amenities that will be coupled with a grand overlook looking out to the new riverfront park, river, and Omaha skyline in the background. It will be designed to be an active terminus to the pedestrian bridge, and will be "framed" on its east by the proposed condo towers overlooking the riverfront.

The City's construction of Tom Hanafan Rivers Edge Park has established a scale and quality of park design that must be continued on the Landing. The Landing will remain a very "public" space and its design must also address the needs of new park users who will be living, working and visiting the new Playland Park Neighborhood. Consideration for connections, views, the impact of the park elements and adjacent building upon each other, public access, the "edges" between the park and the development structures, and other issues are essential. To be successful, the City and the Development Team will address these issues together, insuring the resultant public space will be an asset for both the Playland Park Neighborhood and the public.

The "Piazza" is the shared-space plaza/street at the western terminus of Avenue A. In concept, this unique space will be designed to accommodate pedestrians, bicyclists, and vehicles, and will link the pedestrian bridge and riverfront trail with the pedestrian promenade and cycletrack along Avenue A. In addition, it will provide on-street parking in strategic locations, and will connect, and integrate, the landing and "Porch" with the adjacent building frontages.



View of the Missouri River and downtown Omaha from the "Porch"

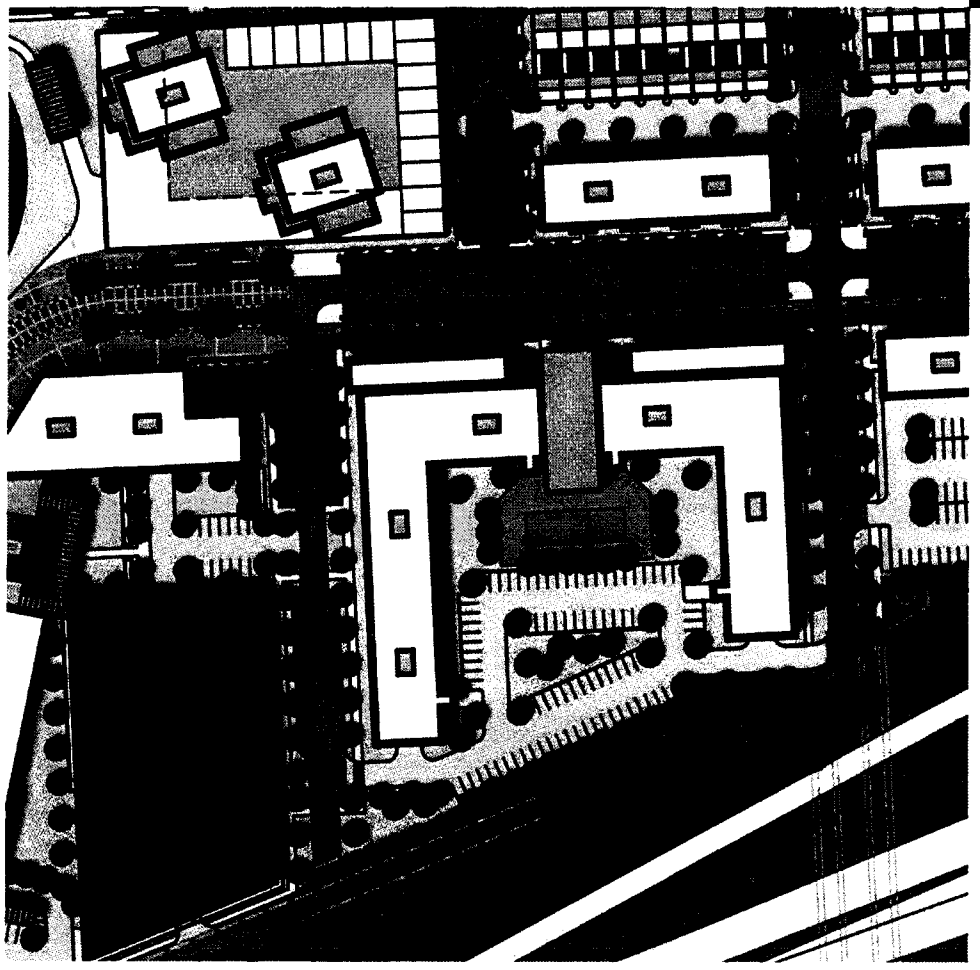
Council Bluffs Interstate System

The Council Bluffs Interstate System (I-29, I-80, and I-480) is in the process of being completely reconstructed over the course of the next several years. This reconstruction will impact the Playland Park site and affect interstate access to, and from, the surrounding neighborhoods. Segment 4 of the reconstruction project includes the section of I-480 that runs adjacent to the Playland Park site on the south and the portion of I-29 that runs adjacent to the site on the east. Along with the realignment and reconstruction of the I-29/480 system interchange, reconstruction of Segment 4 will include new frontage roads along I-29, enhanced connectivity with West Broadway, and changes in access to the Playland Park site.

Because the timeframe for Segment 4 has not been finalized, the Playland Park Neighborhood Master Plan was designed to accommodate both current and future access. Currently, 41st Street provides interstate access to the site. The new interstate alignment will make 40th Street the primary access. 40th Street will be extended to the south, and provide a direct, at-grade connection with West Broadway, the primary arterial through Council Bluffs. In anticipation of this new access, the master plan orients future development with the proposed alignment in mind, placing key entrance features near the site entry points and concentrating the mixed-use "main street" along 40th Street, the future collector street leading into the neighborhood.



One of two proposed concepts for the Reconstruction of the I-29 / I-480 System Interchange



02 Master Plan

Master Plan

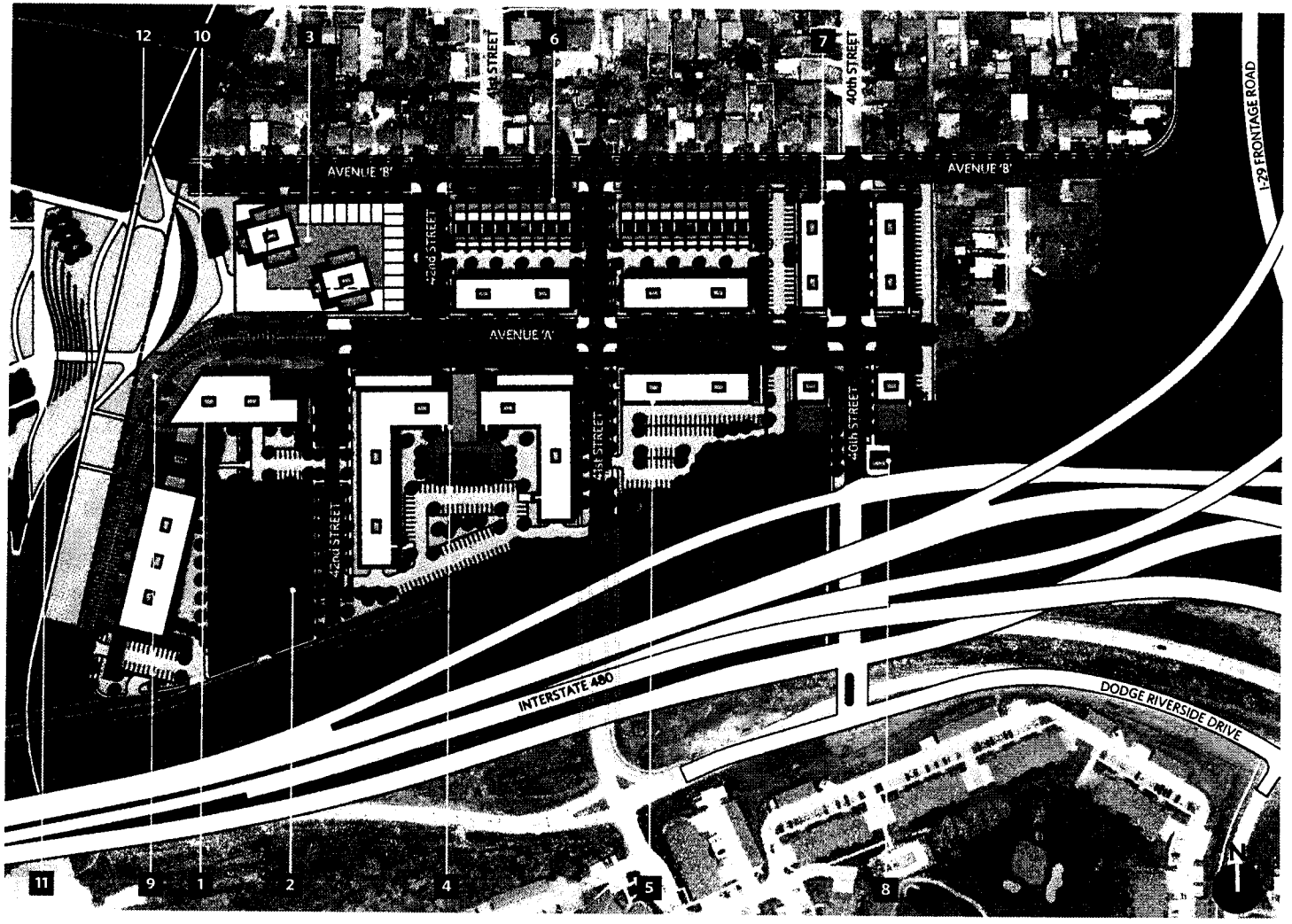
As mentioned in the previous section, the Playland Park Neighborhood Master Plan is designed to accommodate current and future site access from I-480 along either 41st Street or 40th Street. The defining site feature is Avenue 'A,' which functions as a grand east-west axial street through the neighborhood, terminating on the west at the "Porch" and the "Piazza". Avenue 'A' will contain a grand pedestrian promenade, a cycle track, green stormwater infrastructure, and enhanced streetscaping.

Key development sites include the office block (containing two multi-story office buildings and a parking structure) at the southwest quadrant of the site, the mid-rise condo tower block (two towers) fronting onto the "Porch" at the northwest quadrant of the site, the mid-blocks containing apartments and townhouses, and the "Main Street" block on the east, which contains mixed use buildings located at the future main entrance to the site along 40th Street.

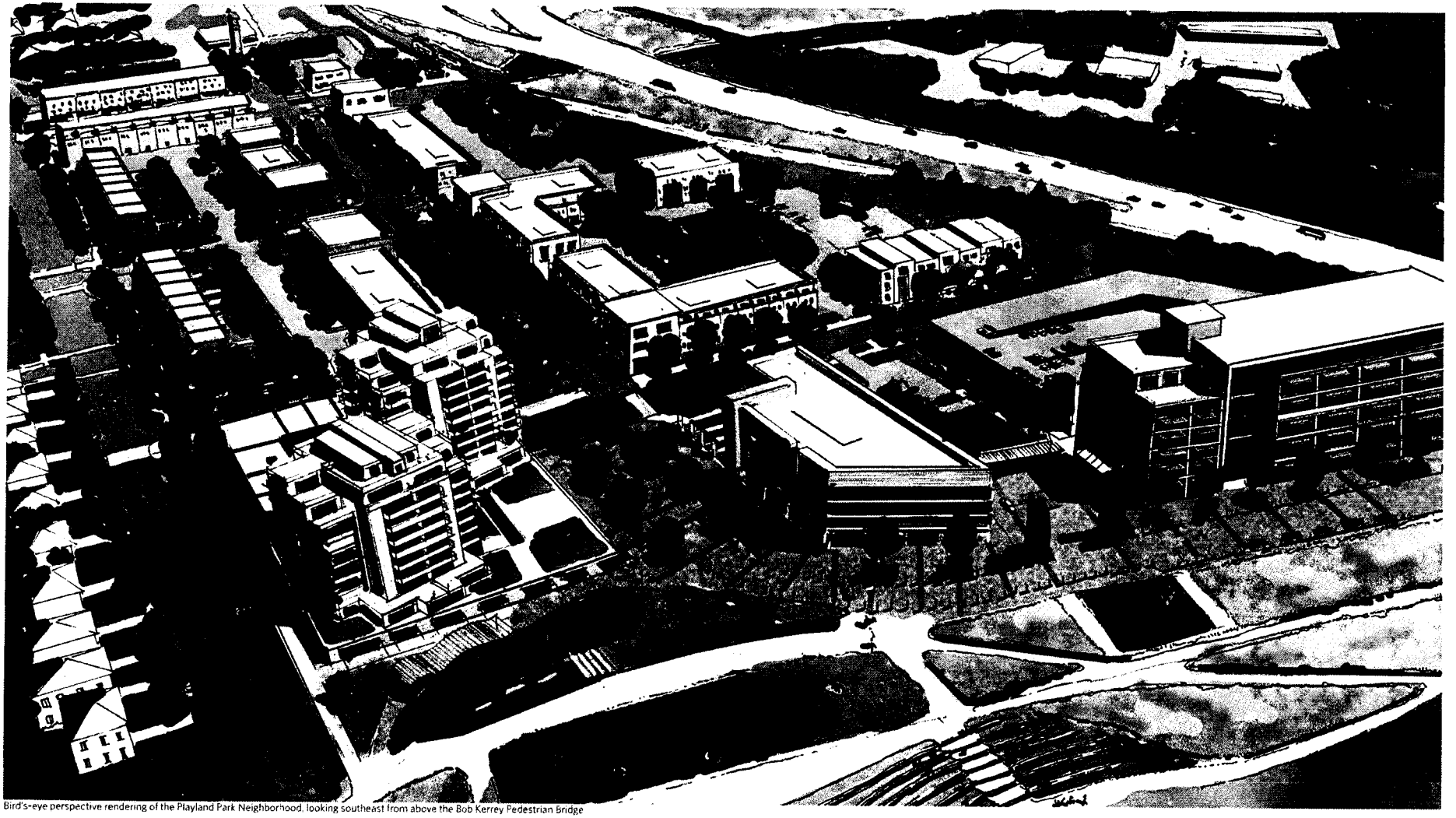
Higher density uses are situated on the west end of the site along the riverfront frontage or to the south between Avenue 'A' and I-480. Lower density townhouses front onto existing single-family homes along Avenue 'B', and parking for site uses is accommodated either on-street, in surface parking lots tucked into the interior of blocks, or in parking structures.

1. Office Buildings
2. Parking Structure
3. Condominium Towers on top of Parking Pedestal with Retail, Community Use and/or Townhouse Liner
4. Podium Apartments with Ground-Level Retail Liner
5. Tuck-Under Apartments
6. Townhomes
7. Mixed-Use Buildings
8. Future Transit Stop
9. Piazza
10. Landing "Porch"
11. Tom Hanafan River's Edge Park
12. Riverfront Trail

0' 100' 200' 400'



Perspective Rendering

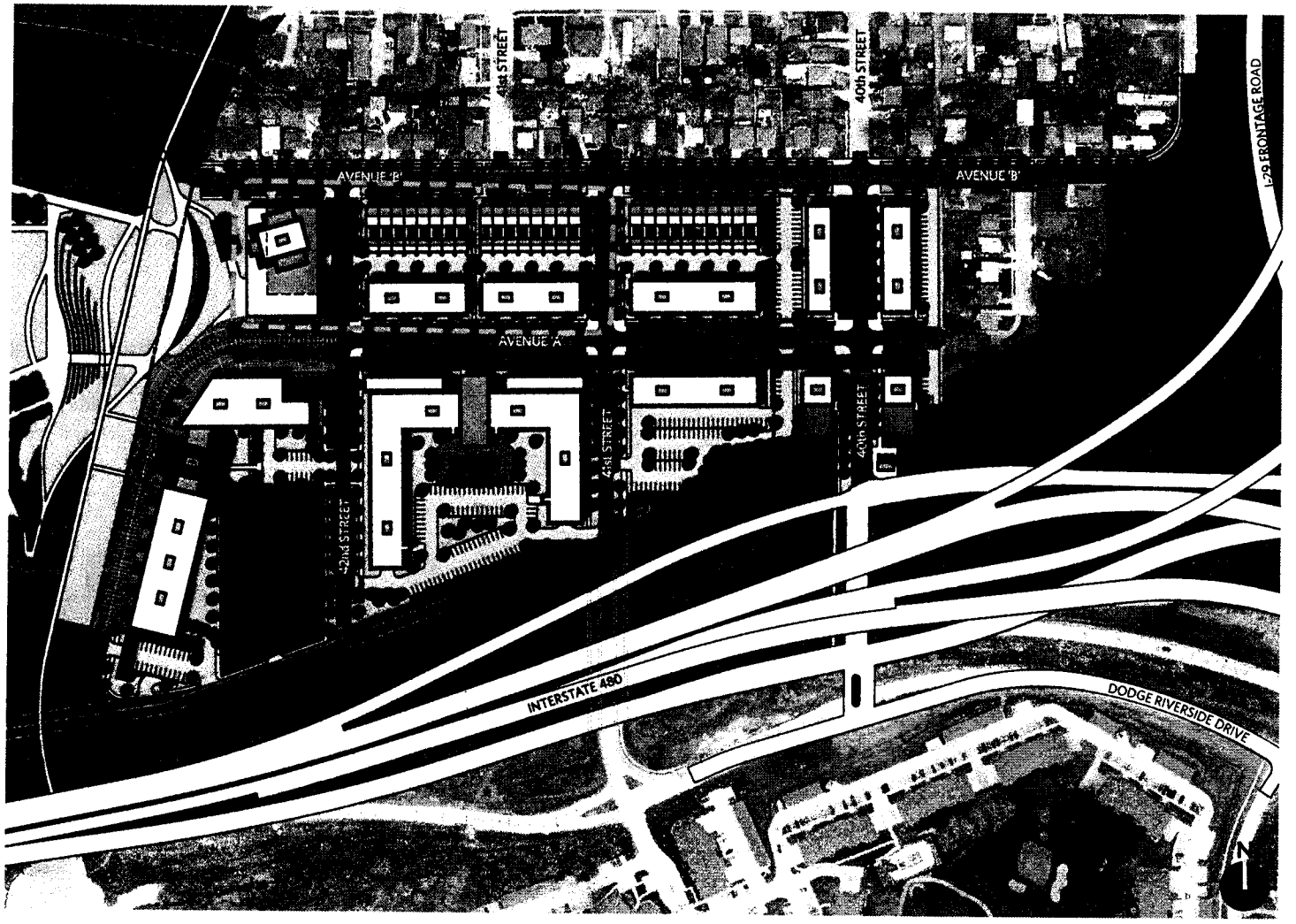


Bird's-eye perspective rendering of the Playland Park Neighborhood, looking southeast from above the Bob Kerrey Pedestrian Bridge

One Tower Option

The Playland Park Neighborhood Master Plan identifies a mid-rise condo tower block containing two condo towers at the northwest quadrant of the site. The condo towers are located on top of a pedestal that contains structured parking and is lined on the north and east by townhouses and on the south and west by commercial uses and/or community facilities that front onto the "Porch" and "Piazza".

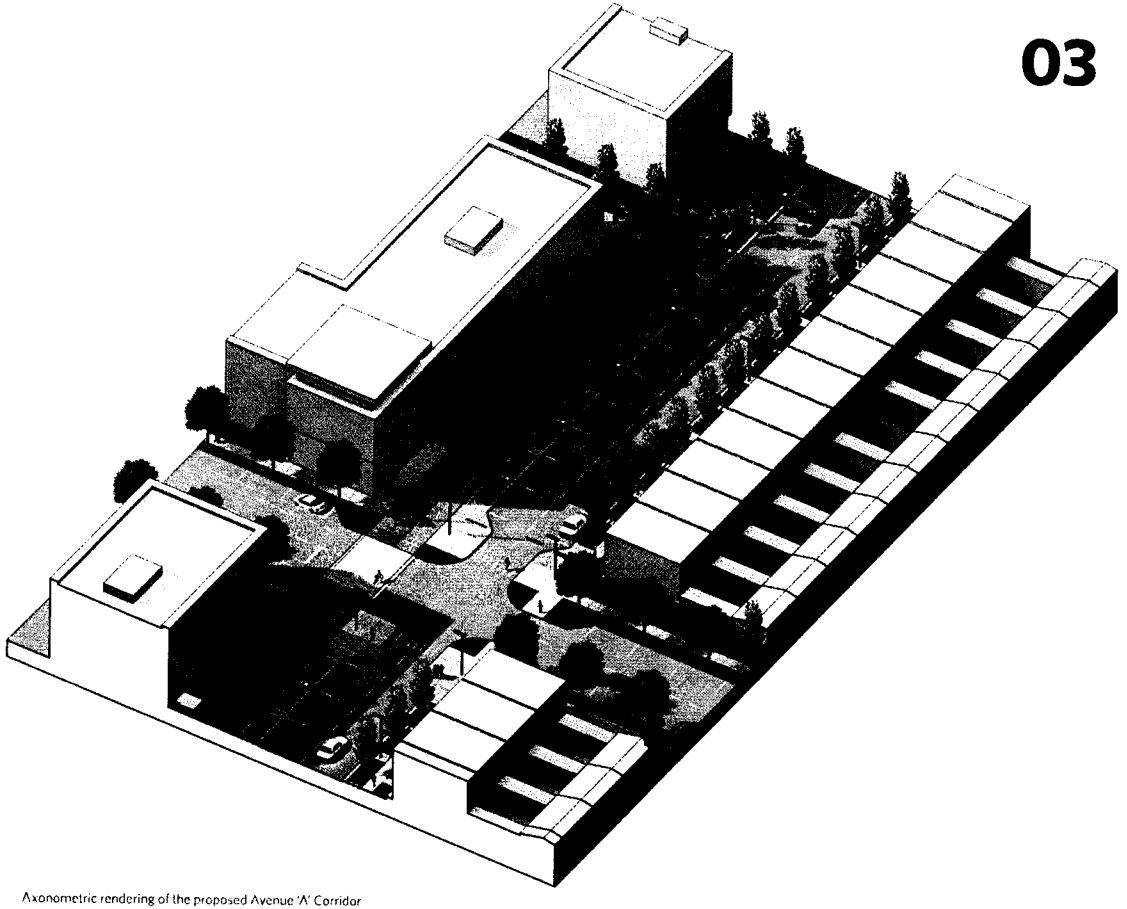
Depending on the developer selected and the depth of the market, it may not be feasible to develop two condo towers on the site. In this case, the Master Plan identifies a one tower option. This option would contain a pedestal topped by only one condo tower. The pedestal would lose the townhouses on the north and east, but would still include commercial uses and/or community facilities on the south and west. Because the pedestal would not need to be sized to accommodate parking for two condo towers, its size could be decreased, enabling the alignment of 42nd Street north and south of Avenue 'A.' This realignment would enable the westward expansion of the block north of Avenue 'A' between 41st Street and 42nd Street, resulting in an increase in both townhouses and apartments on the site.



One Tower Option

0' 100' 200' 400'

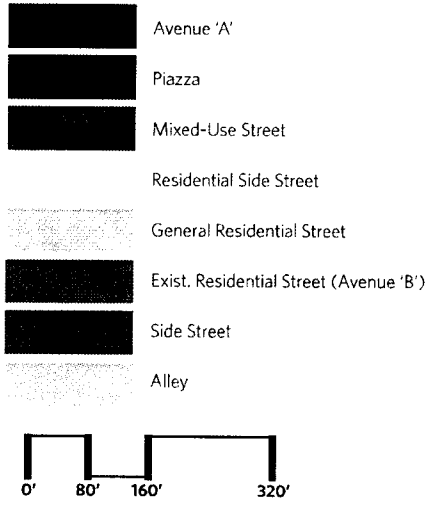
03 Framework Elements

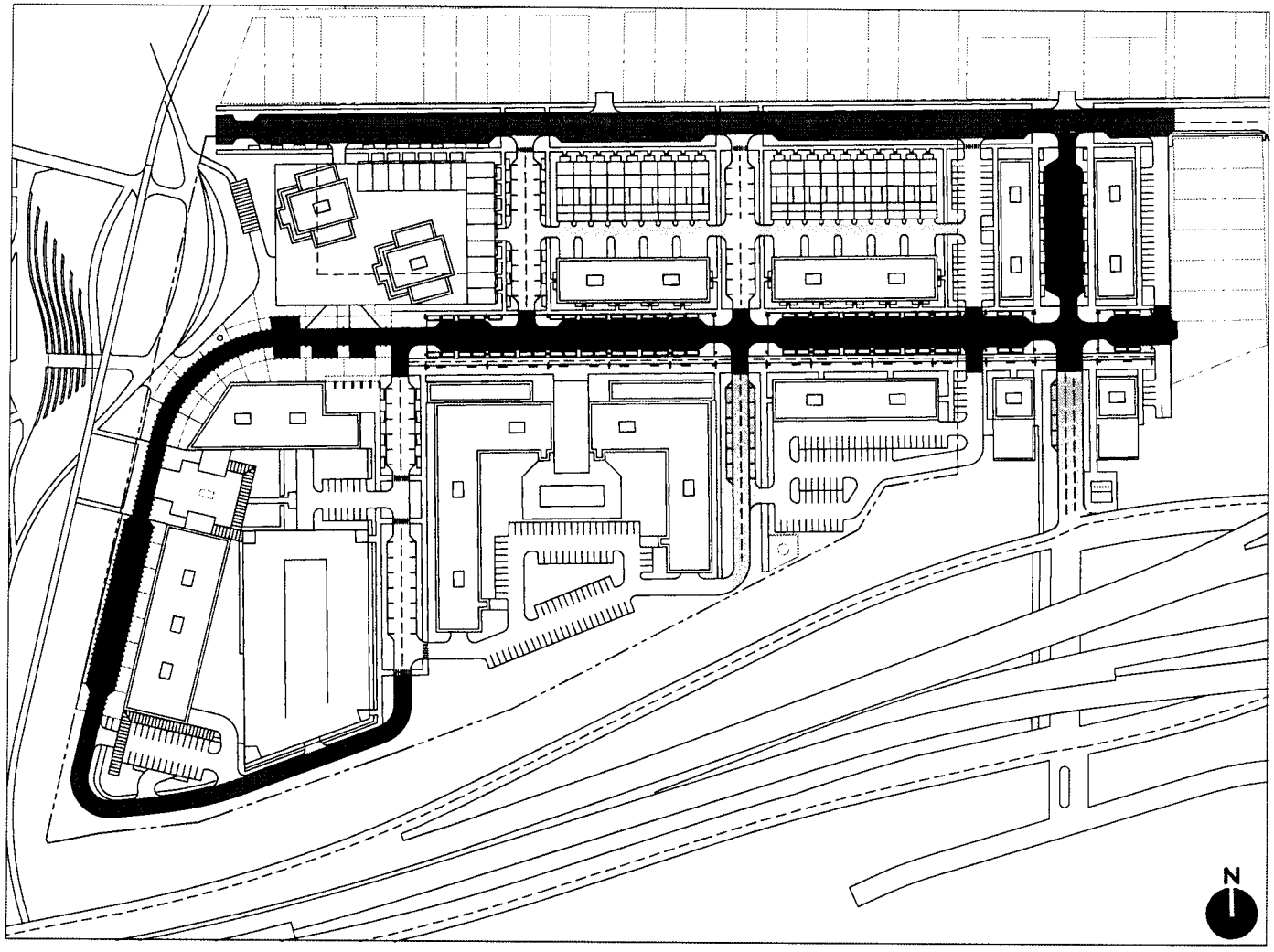


Axonometric rendering of the proposed Avenue 'A' Corridor

Street Types

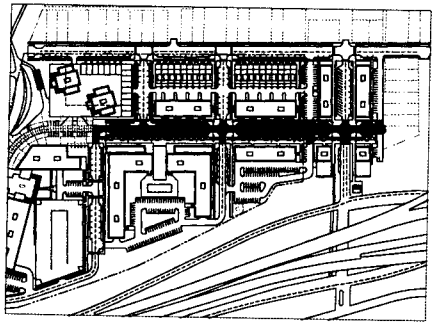
The street network for Playland Park is based on the block size typical of the West End of Council Bluffs, particularly the adjacent neighborhood to the north. Avenue 'A' is the primary east-west street running the entire length of the site. It is designed as a grand axial street, with a pedestrian promenade, cycle track, green infrastructure, on-street parking and a highly refined streetscape. 40th & 41st Streets will include bike lanes and minimal on-street parking south of Avenue 'A' as each will serve as the primary entrance route into the site at different times over the course of development. A shared-space "piazza" will terminate Avenue A along the riverfront. The piazza will equally accommodate pedestrians, bicyclists, and vehicles, and will provide access to the landing "Porch," riverfront trail, and Tom Hanafan River's Edge Park. North of Avenue A, 40th Street will be a mixed-use street with both parallel and back-in angled on-street parking and wide sidewalks to service the ground-level commercial space located on the first floor of adjacent buildings. Avenue 'B,' the northern boundary of the site, will maintain its current configuration with the exception of the addition of on-street parking and corner bulb-outs south of the street's centerline. Avenues 'A' and 'B' will be connected with lower profile residential side streets at 41st and 42nd Streets.

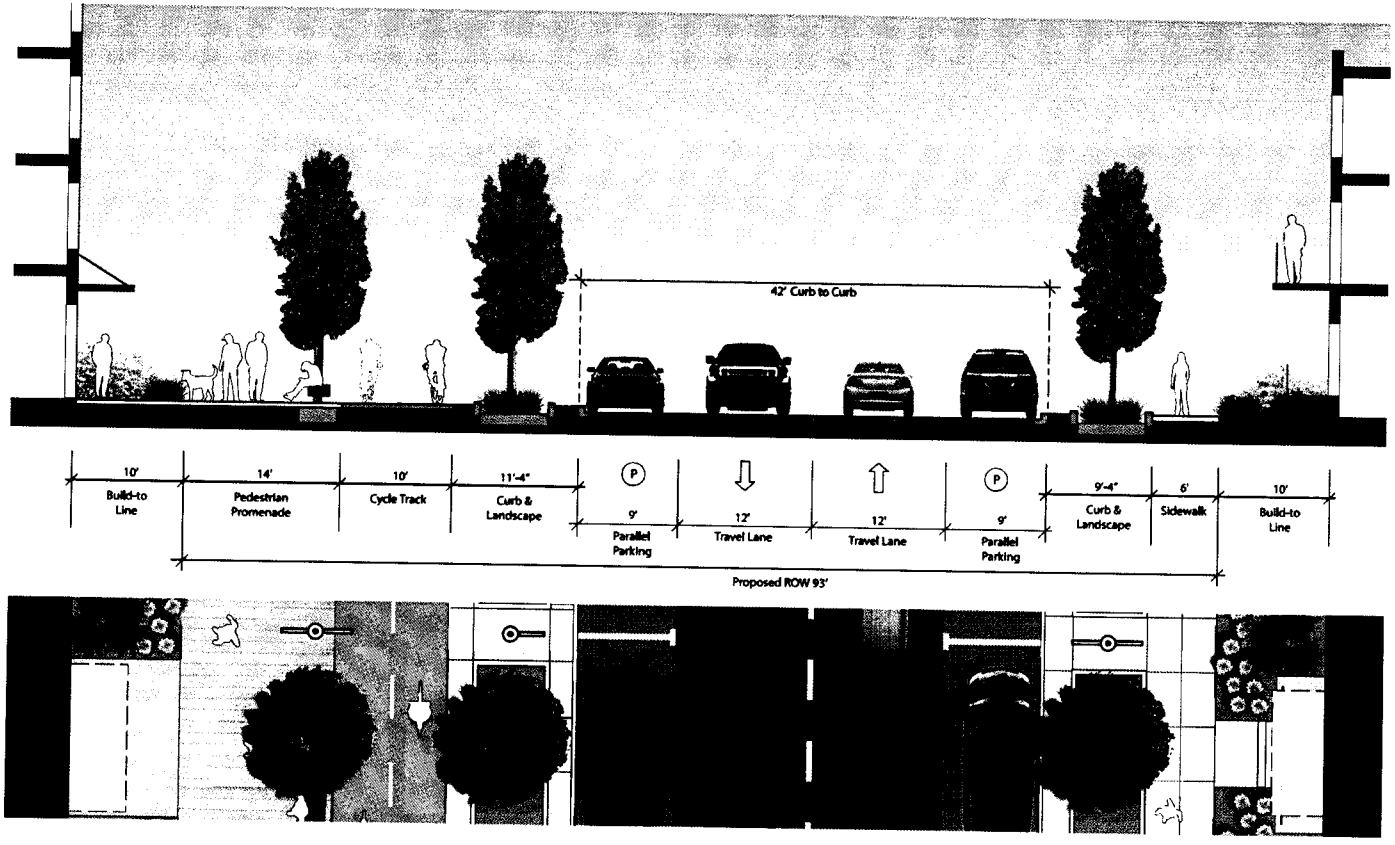




Avenue 'A'

Avenue 'A' will function as the primary axial street through the Playland Park neighborhood. The corridor will be multimodal in nature, and will connect the "Main Street" mixed-use buildings located on the east side of the site with the Landing "Porch", "Piazza", and River's Edge Park on the west. The street will contain a 14-foot-wide pedestrian promenade with decorative pavers, ornate block benches and modern-style pedestrian lights. It will also include a cycletrack - an off -road bicycling facility that accommodates all levels of riders and is separated from the street by stormwater planters. The cycle track will have two 5-foot-wide riding lanes that will allow riders room to pass. On-street parallel parking will be provided on both sides of the street's two travel lanes. The north side of the street will include a 6-foot-wide sidewalk and similar streetscaping to that on the south side of the street.





Cycle Track and Pedestrian Promenade

Avenue 'A' will serve as a vital link for pedestrians and cyclists moving between the riverfront and River's Edge Park and the West End of Council Bluffs. Due to the importance of this connection, the Avenue 'A' corridor is proposed to include a cycle track and pedestrian promenade. These will be the two most prominent facilities for pedestrians and cyclists who live in, work in, or visit the neighborhood. The cycle track will be a 10-foot-wide, two-lane off-street bicycle path. The path will be marked for two-way traffic.

The cycle track is designed for riders of all experience levels as the path's width will allow faster riders to safely pass slower riders. Riders using the path will be separated from vehicles and pedestrians by landscaped stormwater planters, an arcade of columnar street trees and site furnishings.

The pedestrian promenade will be a 14-foot-wide sidewalk that will include specialty paving, urban site furnishings, modern-style pedestrian lights and landscaped planters. The pavement will be comprised of some mix of specialty concrete, clay and stone pavers. A 10-foot-wide clearway will be provided along the entire span of the promenade allowing for ease of movement.

The site furnishings will be placed in the remaining 4-foot amenity zone. The site furnishings, lighting, planters and trees along the promenade and cycle track will be evenly spaced along the entire corridor, unifying the various blocks and enhancing the user experience. Speed tables will be located at street and parking lot crossings along the corridor to emphasize the special nature of the street and to create a safe environment for bicyclists and pedestrians.

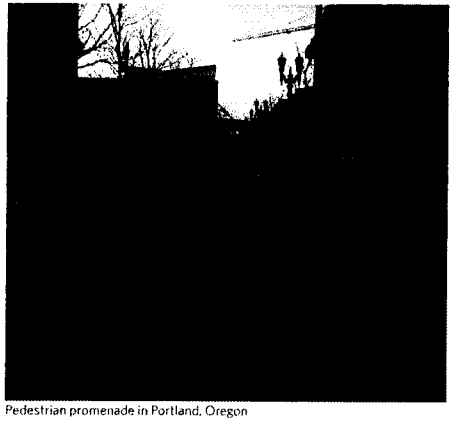


Cycle track in Munich, Germany

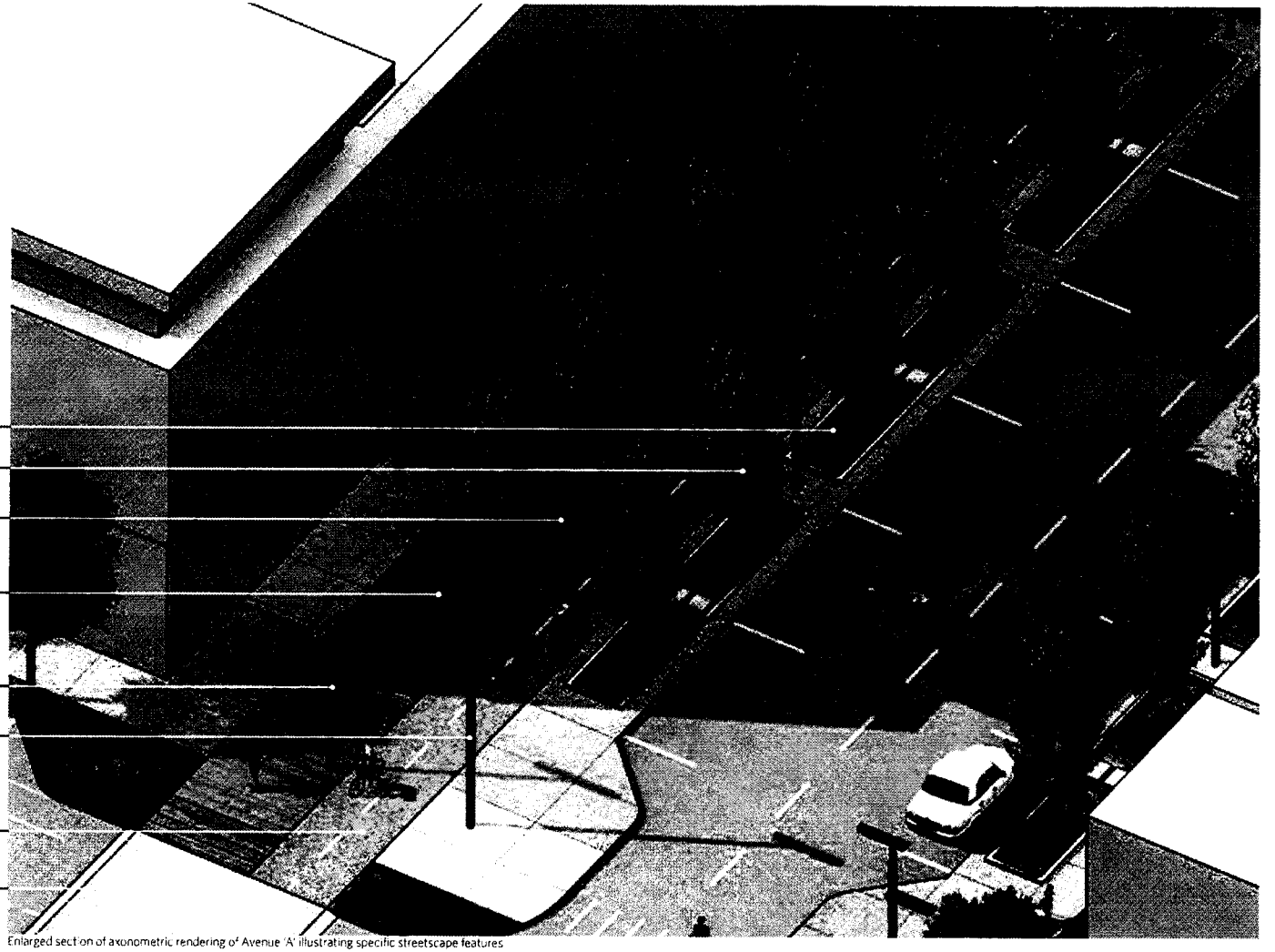


Perspective looking west down Avenue 'A' focusing on the Cycle Track and Pedestrian Promenade

Pedestrian Promenade and Cycle Track



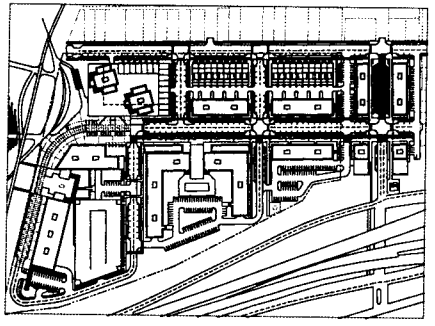
Pedestrian promenade in Portland, Oregon

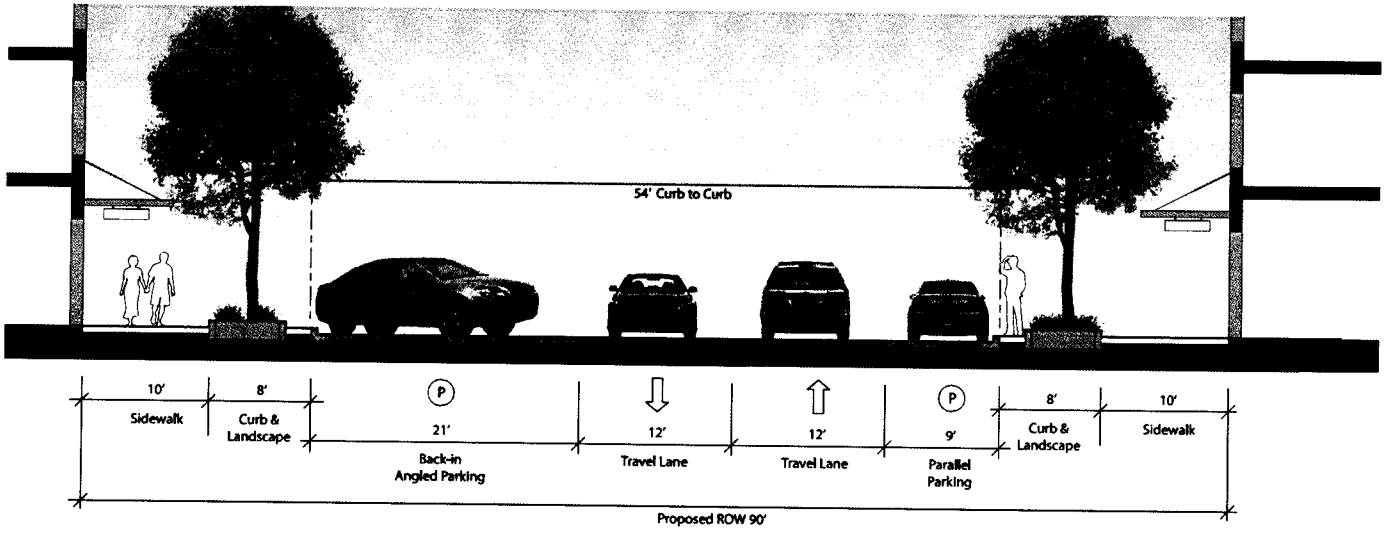


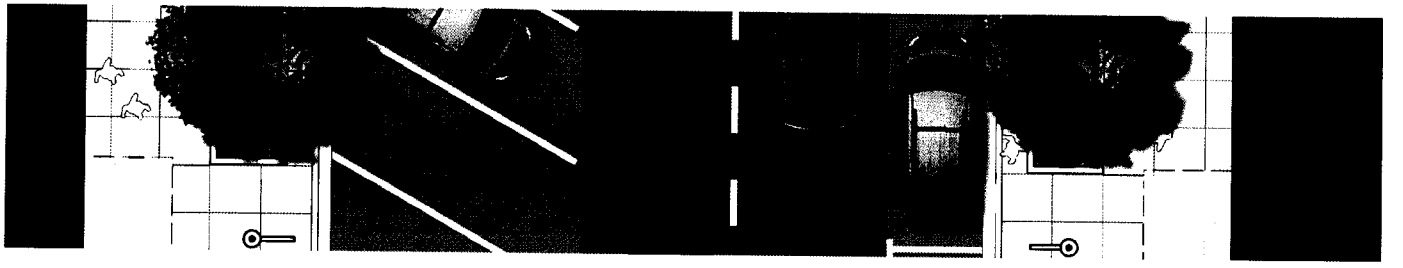
Enlarged section of axonometric rendering of Avenue 'A' illustrating specific streetscape features

Mixed-Use Street

40th Street between Avenue A and Avenue B will be designed to function as the site's retail core. Its strategic location connecting the residential neighborhood to the north with the future main entrance into the site ensures that there will be a consistent volume of traffic on the street, suitable for street-level retail in the adjacent mixed-use buildings. As a mixed-use street it will be designed with on-street parking (both parallel and back-in diagonal), generous sidewalks, and planter beds and shade-providing street trees.

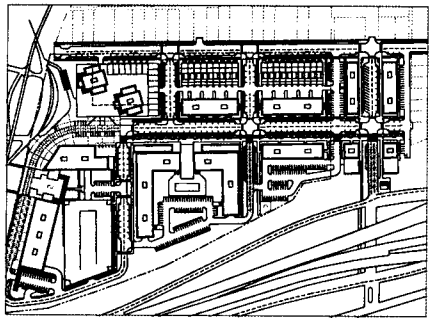


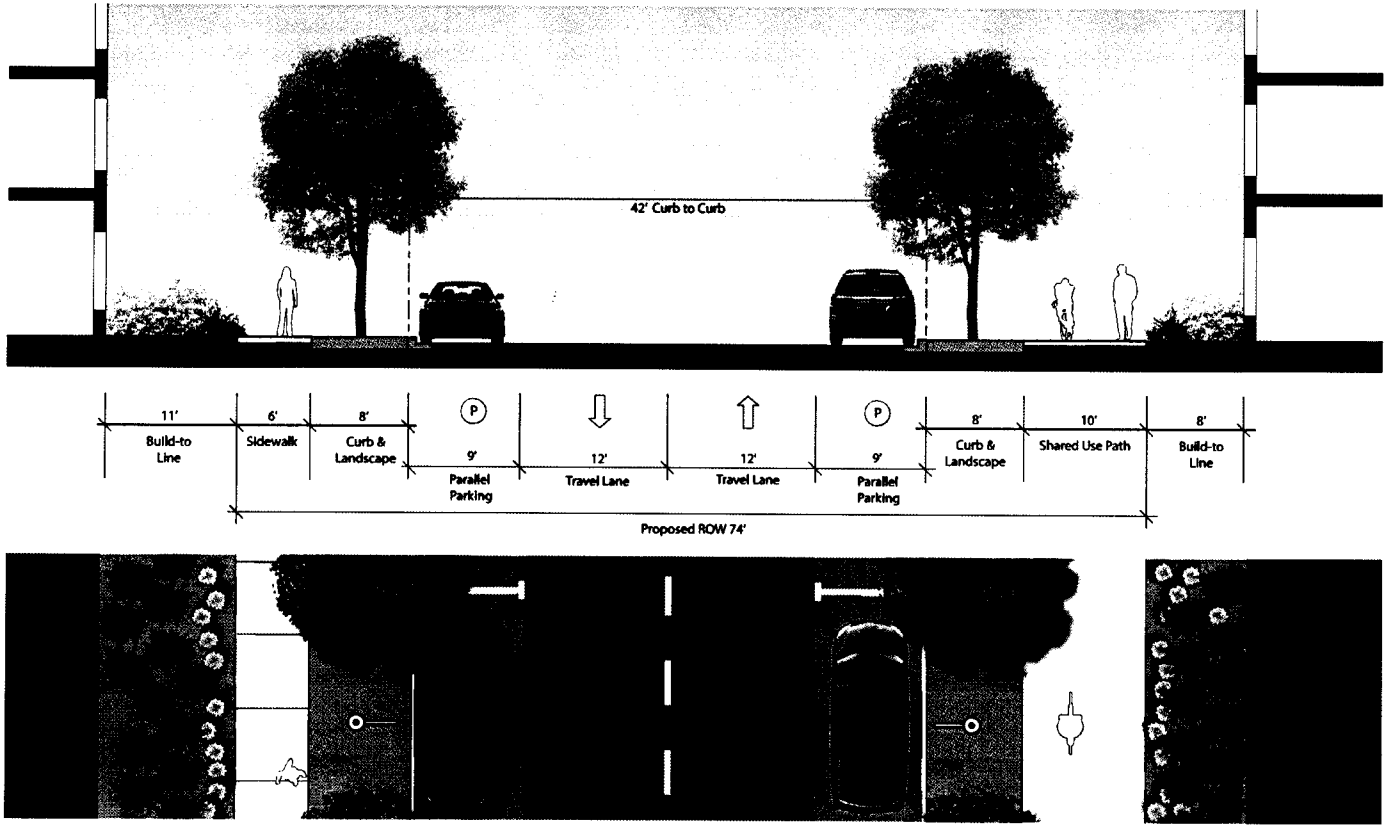




General Residential Street

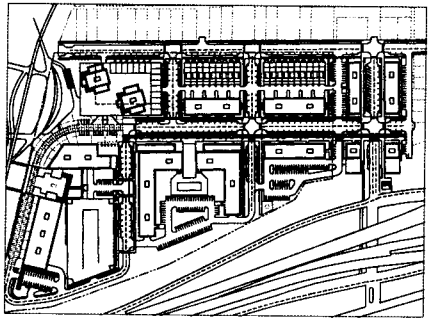
South of Avenue A, both 40th Street and 41st Street are designed as General Residential Streets. Before Segment 4 of the interstate is reconstructed, 41st Street will provide direct interstate access to the site. Once the interstate is reconstructed, 41st Street will end at I-480 and access will transition to 40th Street. Because of this, each street needs to accommodate a variety of functions, including primary site access and parking for adjacent residential and commercial buildings. In addition, bicycle traffic between the cycle track on Avenue A and the future bicycle facility along the West Broadway corridor will use these streets as a direct link. As such, both streets will be designed to accommodate a shared use path on the east side of the street and have landscaped parkway strips.

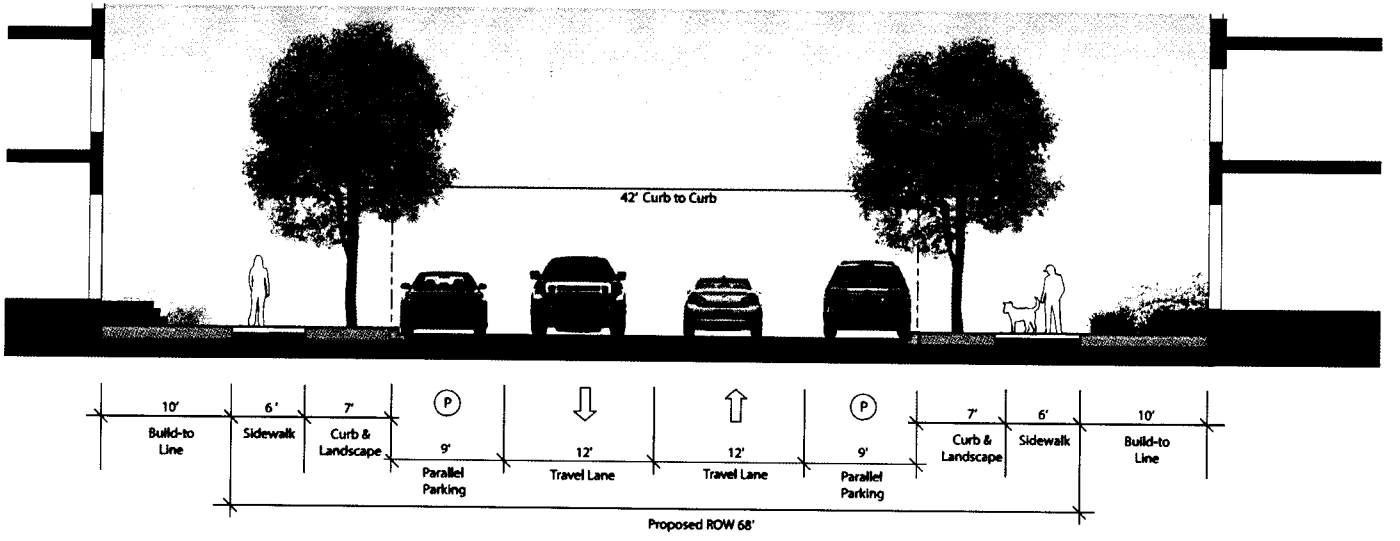


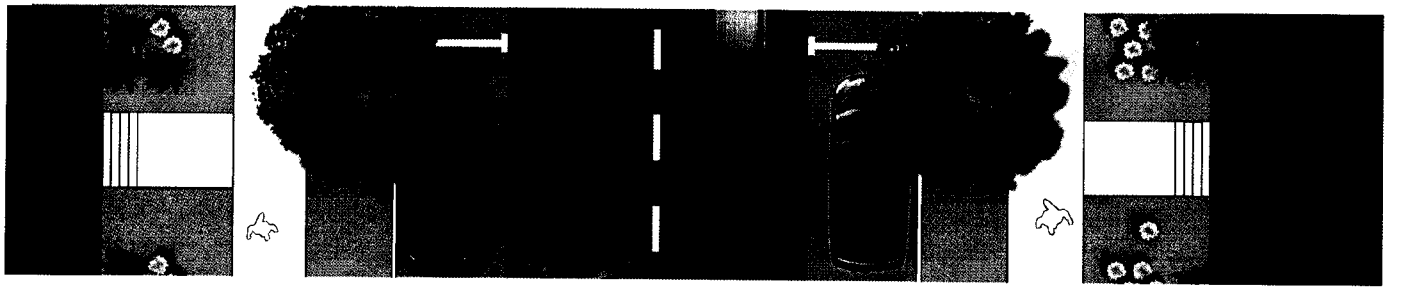


Residential Side Street

The remaining north-south streets on the site generally provide local access to adjacent apartments and townhouses. As a result, they are designed at a more residential scale, with on-street parallel parking and parkway strips with grass and street trees. Generous sidewalks are also included along each residential side street.

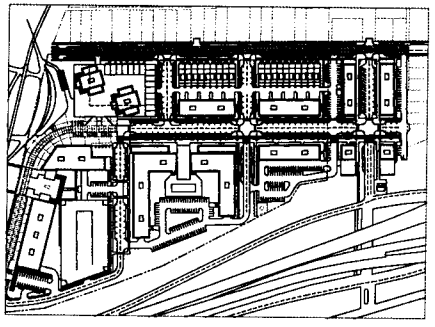


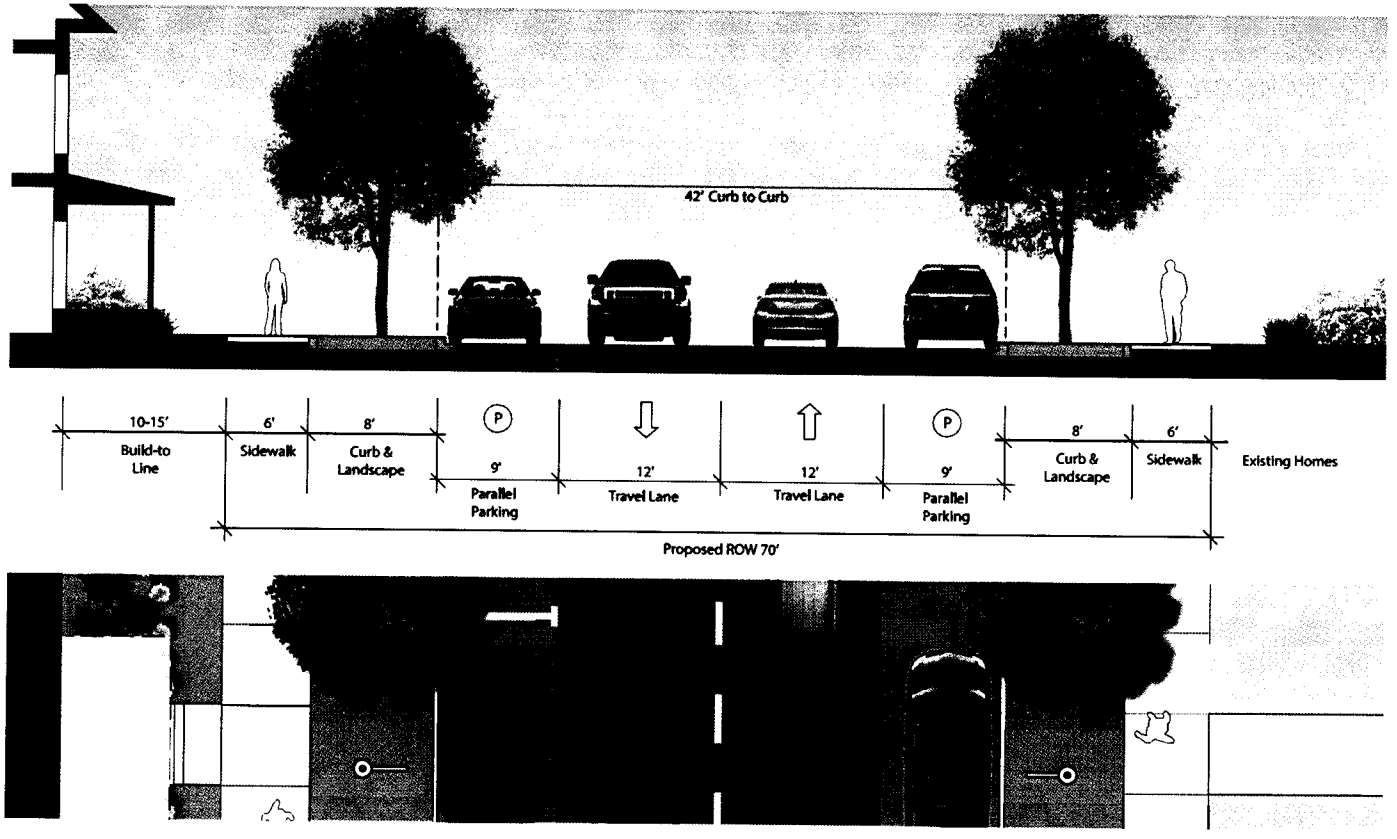




Existing Residential Street (Avenue 'B')

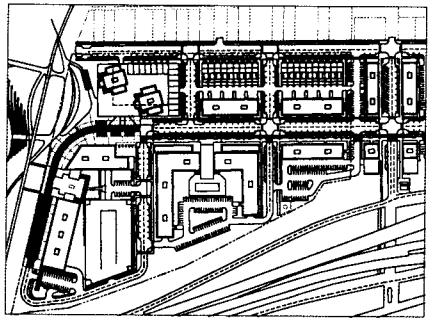
Avenue 'B' is the northern boundary of the Playland Park site. The existing street contains on-street parking and limited landscaping. As development of the site occurs, the right-of-way south of the street's centerline will be enhanced. This will include construction of a new parking lane and corner bump-outs to lessen the distance pedestrians have to cross the street and to protect parked vehicles from vehicular traffic. In addition, street trees and grass will be planted in the bump-outs and parkway strips.

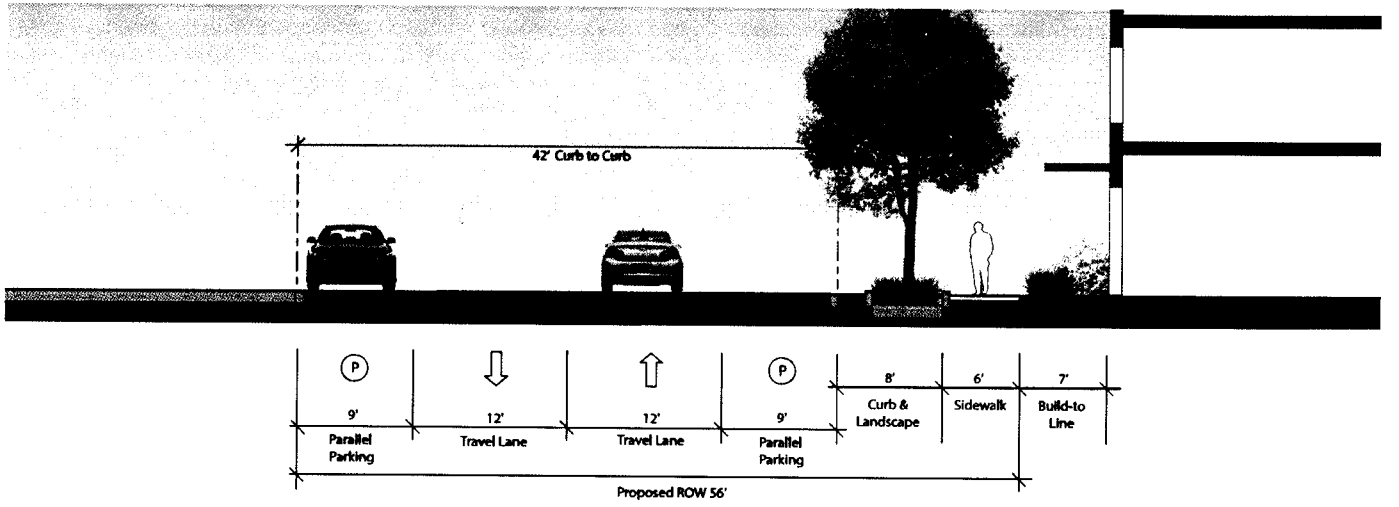


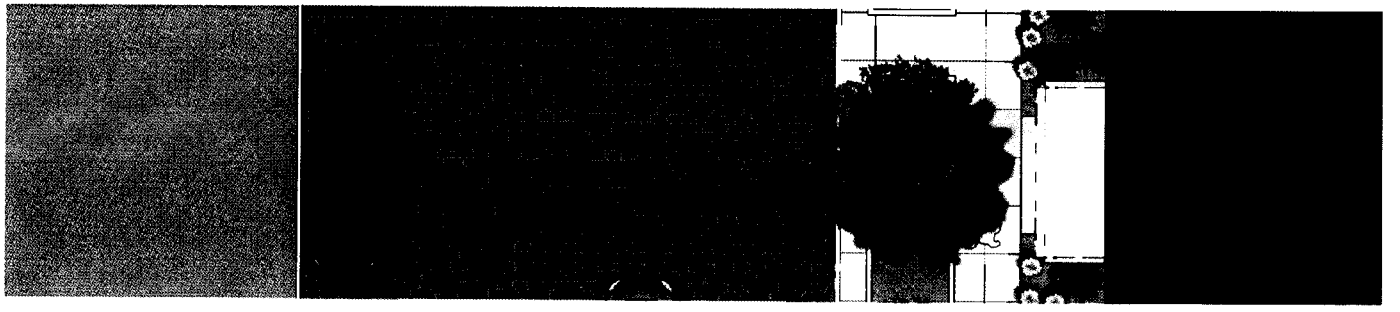


Piazza

As mentioned earlier, the "Piazza" will be a shared-space street/plaza that equally accommodates pedestrians, bicyclists, and vehicles. It will be located at the western terminus of Avenue A, and will be designed to provide a seamless transition between buildings fronting onto the riverfront and the Landing "Porch," levee, and River's Edge Park. Sasaki Associates is in the initial stages of designing this feature. It is anticipated that it will contain no curbs or standard street signage. Various zones will be identified by bollards and paver colors and textures.

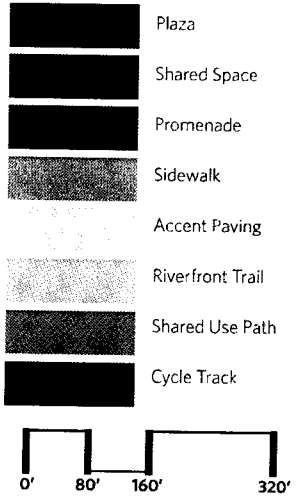


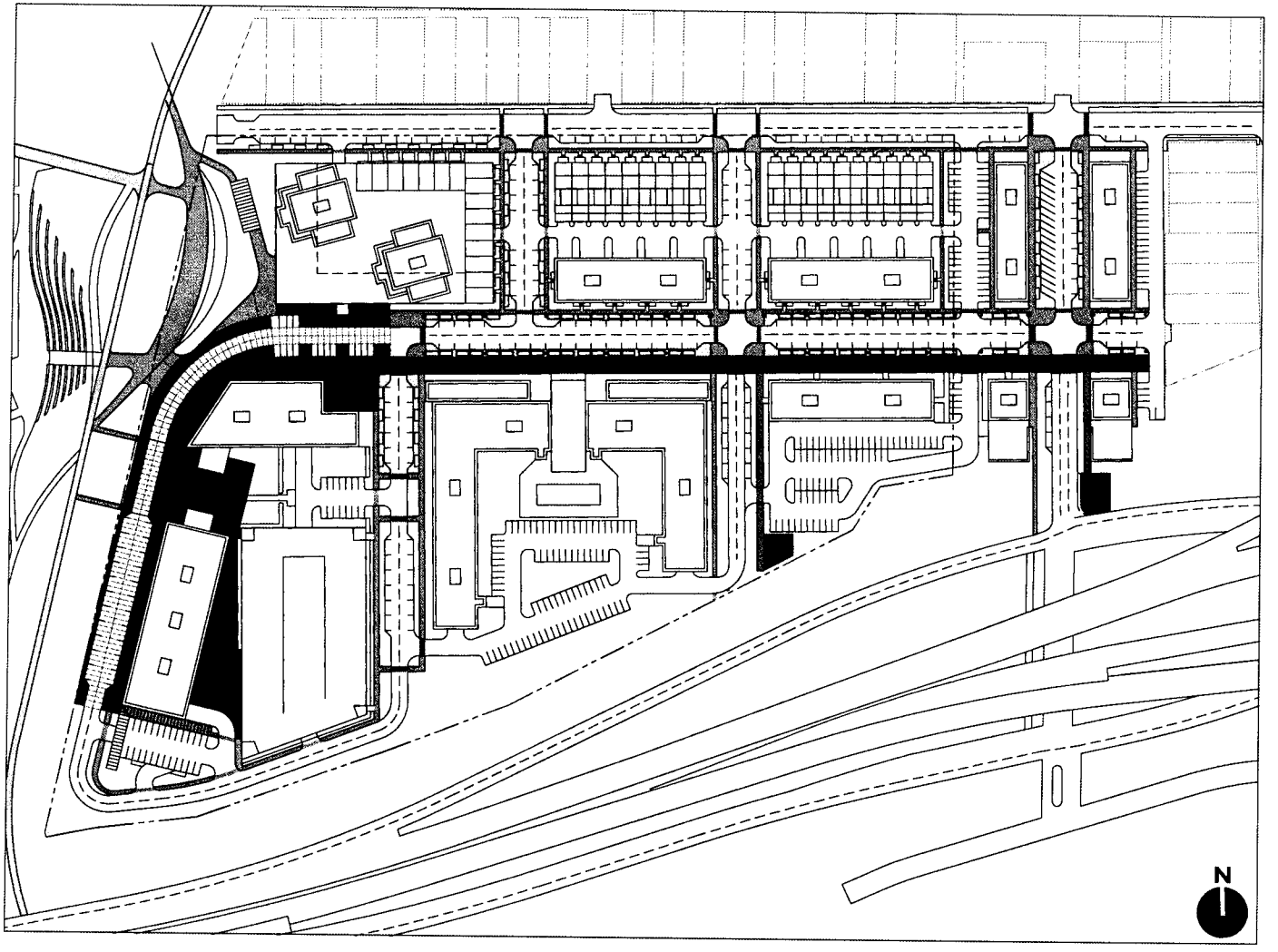




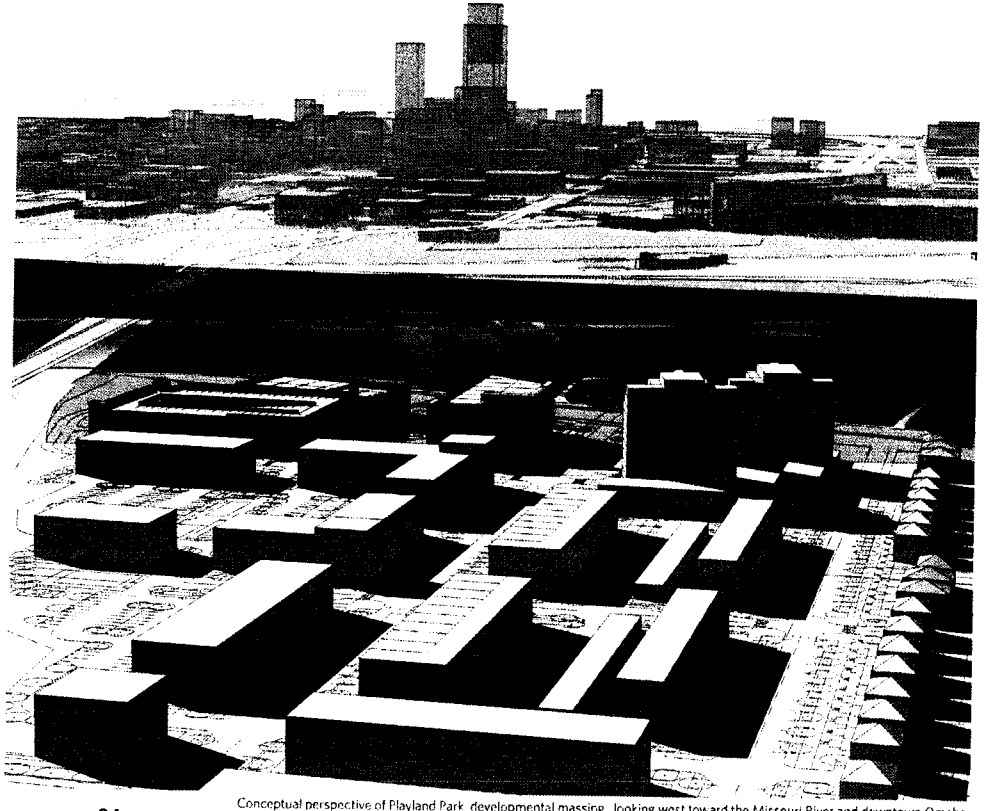
Bike / Pedestrian Network

With its multi-use development and adjacency to regional and local trail facilities, the Playland Park neighborhood will appeal to bicyclists and pedestrians alike. The pedestrian promenade and cycle track running the entire length of Avenue 'A' through the site will attract heavy use and serve as the primary corridor of movement through the neighborhood. Both features terminate at the Landing "Porch" and "Piazza," a shared-space street/plaza designed to create a public, high-activity front door to the neighborhood and Council Bluff s as a whole. Small pocket plazas are located off the main spine of the shared space to encourage more intimate gatherings or encounters. The piazza connects to the regional riverfront trail and River's Edge Park via the wide, sweeping sidewalks of the Landing "Porch." Playland Park's residential blocks are serviced by sidewalks that range in size from 6- to 8-feet wide with enlarged pavement sections located at the bulb outs at key street intersections. Two small plazas are proposed to mark the entrances of 41st and 40th Streets into the neighborhood.





04 Development Opportunities

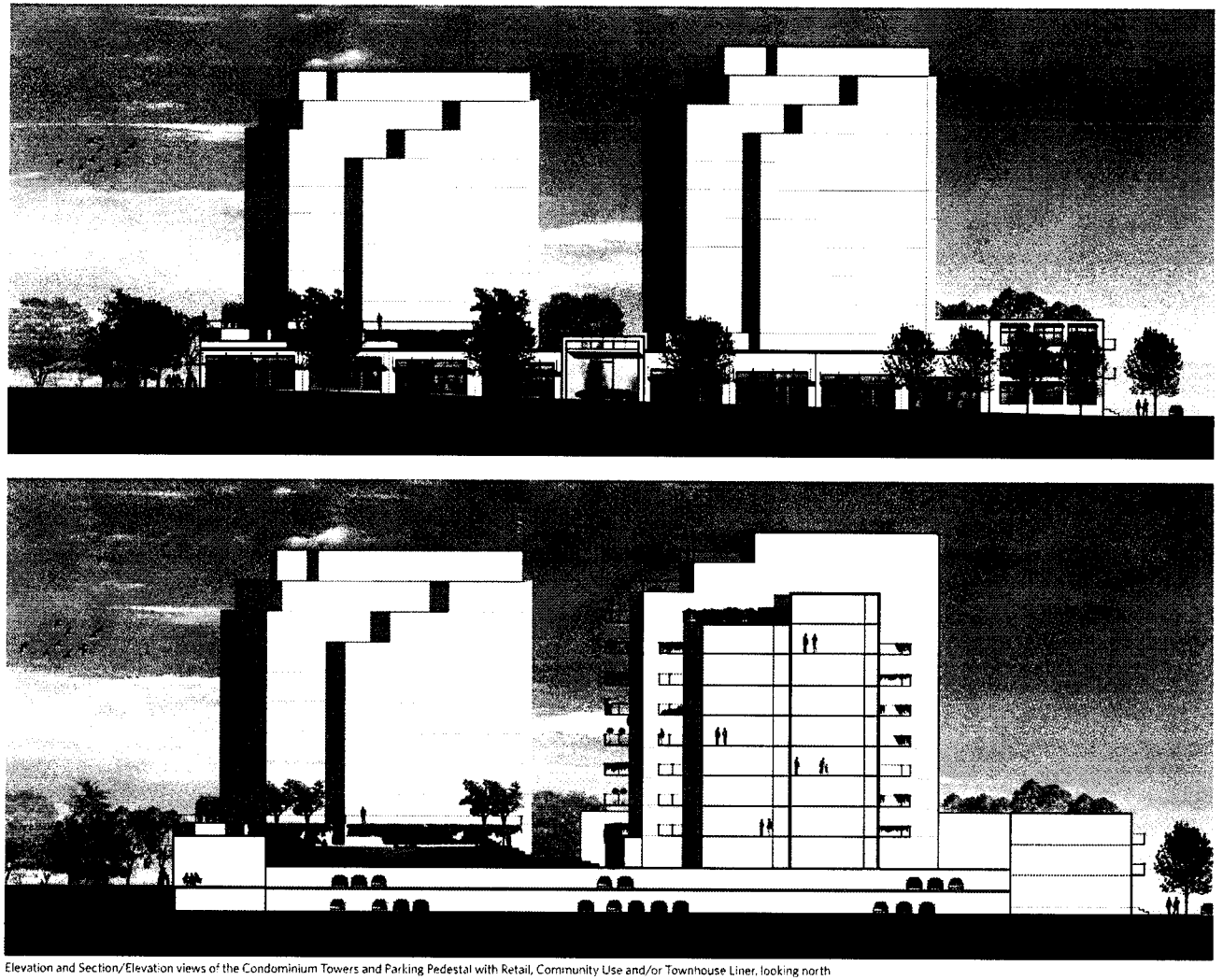


Conceptual perspective of Playland Park developmental massing, looking west toward the Missouri River and downtown Omaha

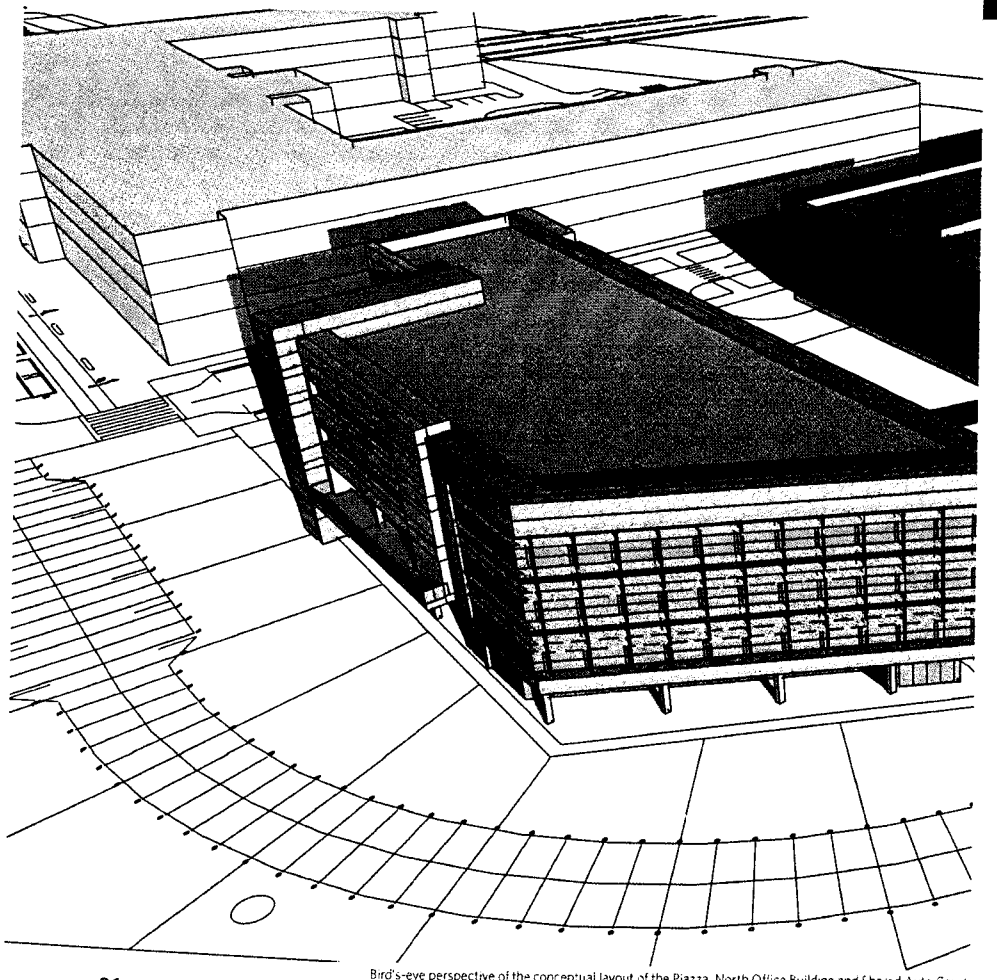
Mixed-Use Development

One of the key features of the Playland Park neighborhood is its mix of uses. Unlike most new development projects, where uses are spread out horizontally, Playland Park strives to integrate uses both horizontally and vertically. By doing so, it is easier to create a rich tapestry where uses are layered upon each other, helping to activate the site and create an exciting and memorable experience.

For instance, it is not enough to have a number of uses spread out evenly across the site. Instead, uses are encouraged to be combined within individual buildings. Take, for instance, the proposed condo towers. Instead of just containing condominium units, the buildings, as shown, contain a number of uses. The pedestal, or base of the building, not only contains integrated parking, but the parking is tucked behind a liner of townhouses and community/commercial space. The condo towers are then placed on top of this base. Instead of just one use activating the site, there are now at least four different kinds of uses (community, commercial space, townhouse units, parking, and condos) drawing people to and from the site, helping ensure street-level activation of the site throughout the course of the day. Other locations within the neighborhood that contain mixed-use buildings include the retail liner on the apartment building fronting onto Avenue A and the "main street" mixed use buildings lining both sides of 40th Street on the east side of the site



Elevation and Section/Elevation views of the Condominium Towers and Parking Pedestal with Retail, Community Use and/or Townhouse Liner, looking north

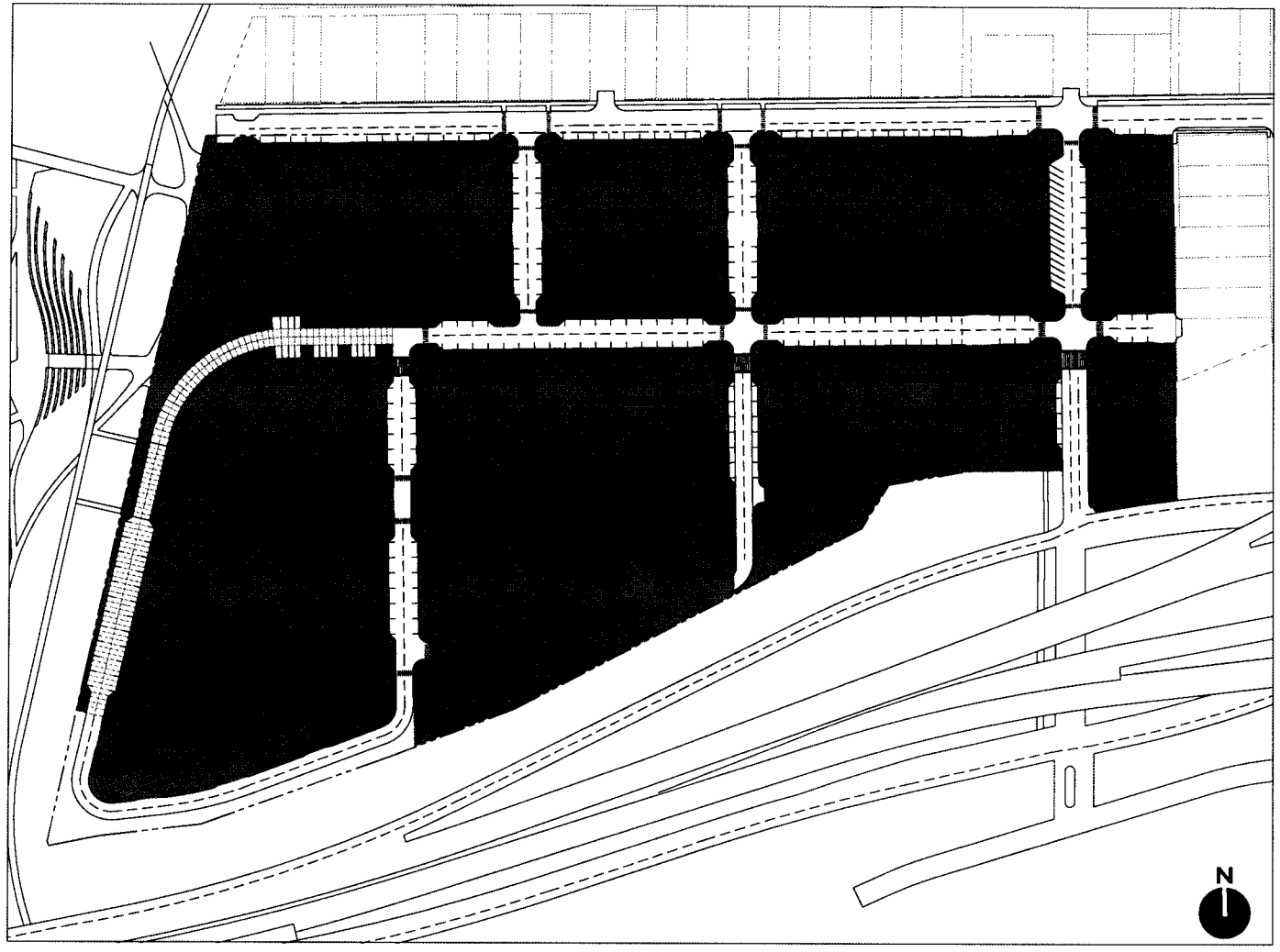


Bird's-eye perspective of the conceptual layout of the Piazza, North Office Building and Shared Auto Court

05 Design Guidelines

Development Blocks

The block structure for the Playland Park neighborhood is based on the standard block size and pattern of the West End. Avenue 'B' will function as the northern boundary for the development. 41st Street will be the initial main entrance into the site. This function will transition to 40th Street once Segment 4 of the interstate reconstruction is complete. 41st Street, along with Avenue 'A,' each bisect the site, generally creating four neighborhood sub-areas. Block sizes gradually increase from east to west. The smaller eastern blocks are sized primarily for low-density residential and commercial uses with small internal surface parking lots. The three large blocks on the west side of the neighborhood accommodate larger buildings with higher parking demands. These blocks also include public space that will draw larger crowds from throughout the community.

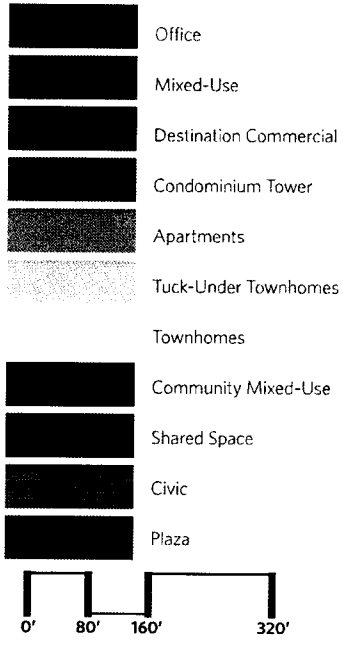


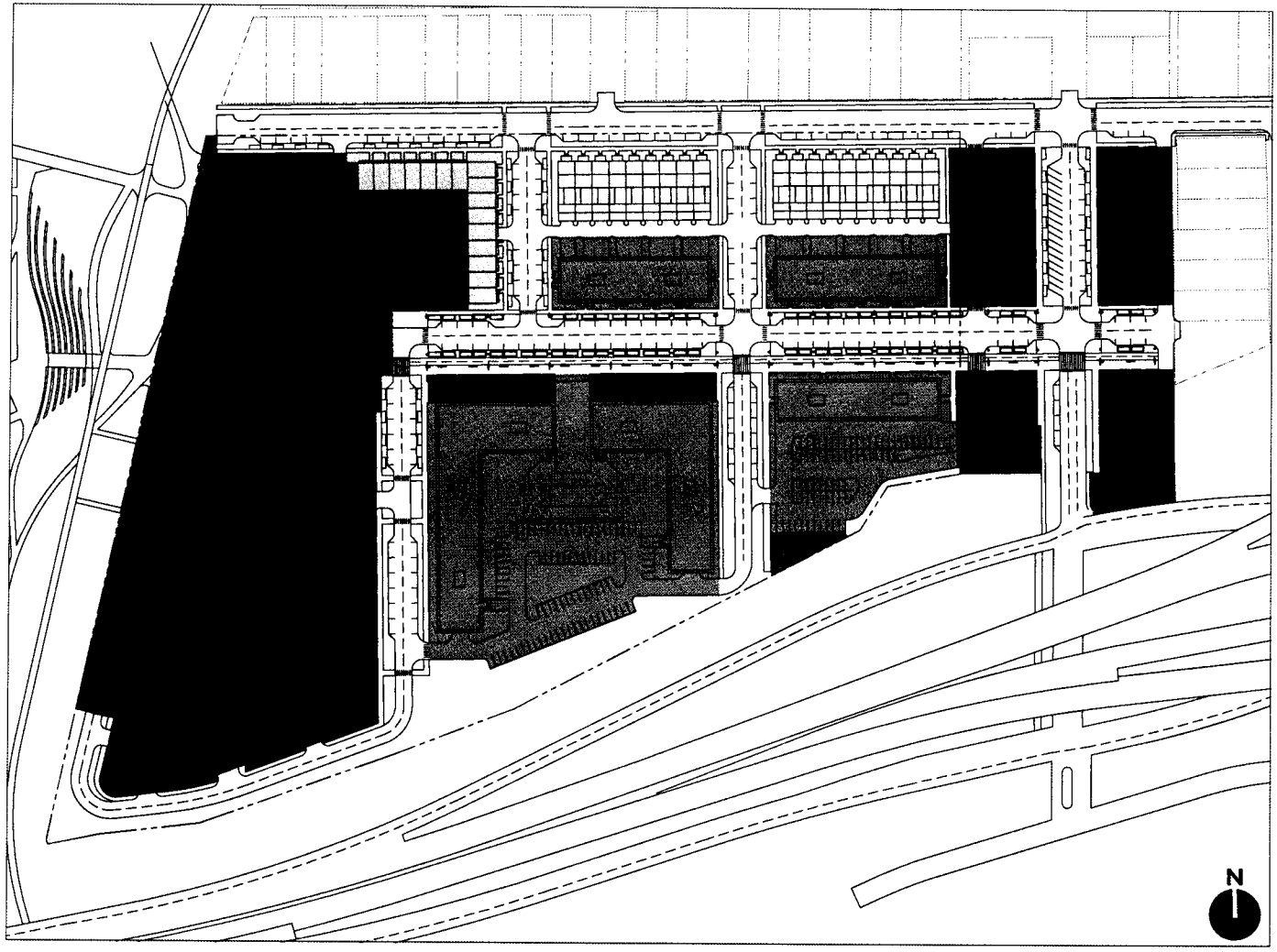
Development Blocks

0' 80' 160' 320'

Land Use

In order to become an active and exciting destination, Playland Park will need to accommodate a variety of land uses, and integrate them both horizontally and vertically. The mix of uses will encourage diverse activity throughout the day, resulting in a comfortable pedestrian environment. The central portion of the neighborhood is planned primarily for residential uses of various densities. Podium and tuck-under apartment buildings will line Avenue 'A,' with a limited amount of ground-level commercial use along the south side of the street. Townhomes will front onto Avenue 'B', helping to maintain the scale of the existing neighborhood to the north. Community and civic uses are proposed at the neighborhood's entrances, with the western edge of the site having a large shared space adjacent to the office and condominium tower blocks. The two office buildings will share a parking structure and auto court. The condominium tower base will include street-fronting community and retail space to help activate the Piazza. Mixed-use and destination commercial uses are planned along both sides of 40th Street.

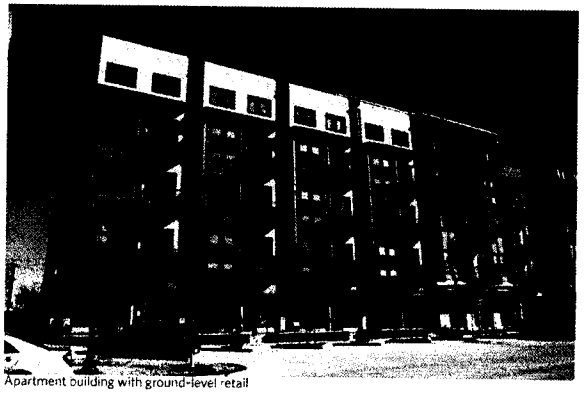




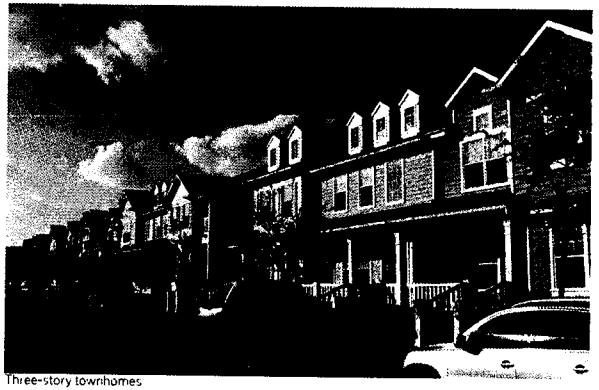
Land Use



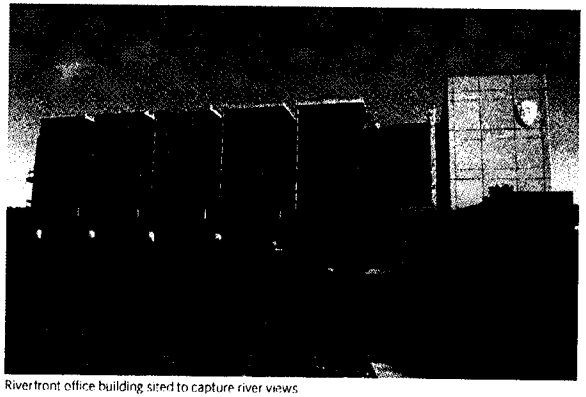
Condominium tower with liner townhomes and internal parking pedestal



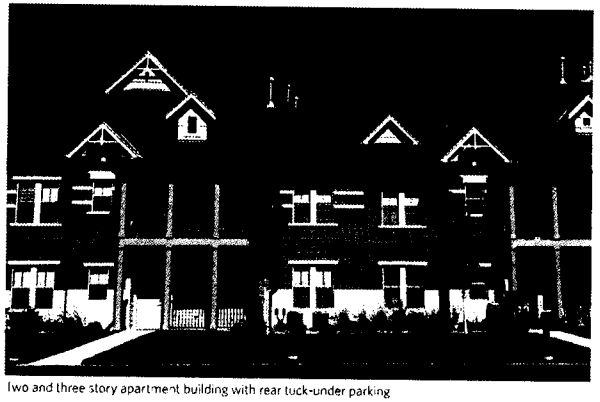
Apartment building with ground-level retail



Three-story townhomes



Riverfront office building sited to capture river views



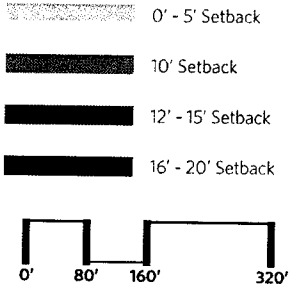
Two and three story apartment building with rear tuck-under parking

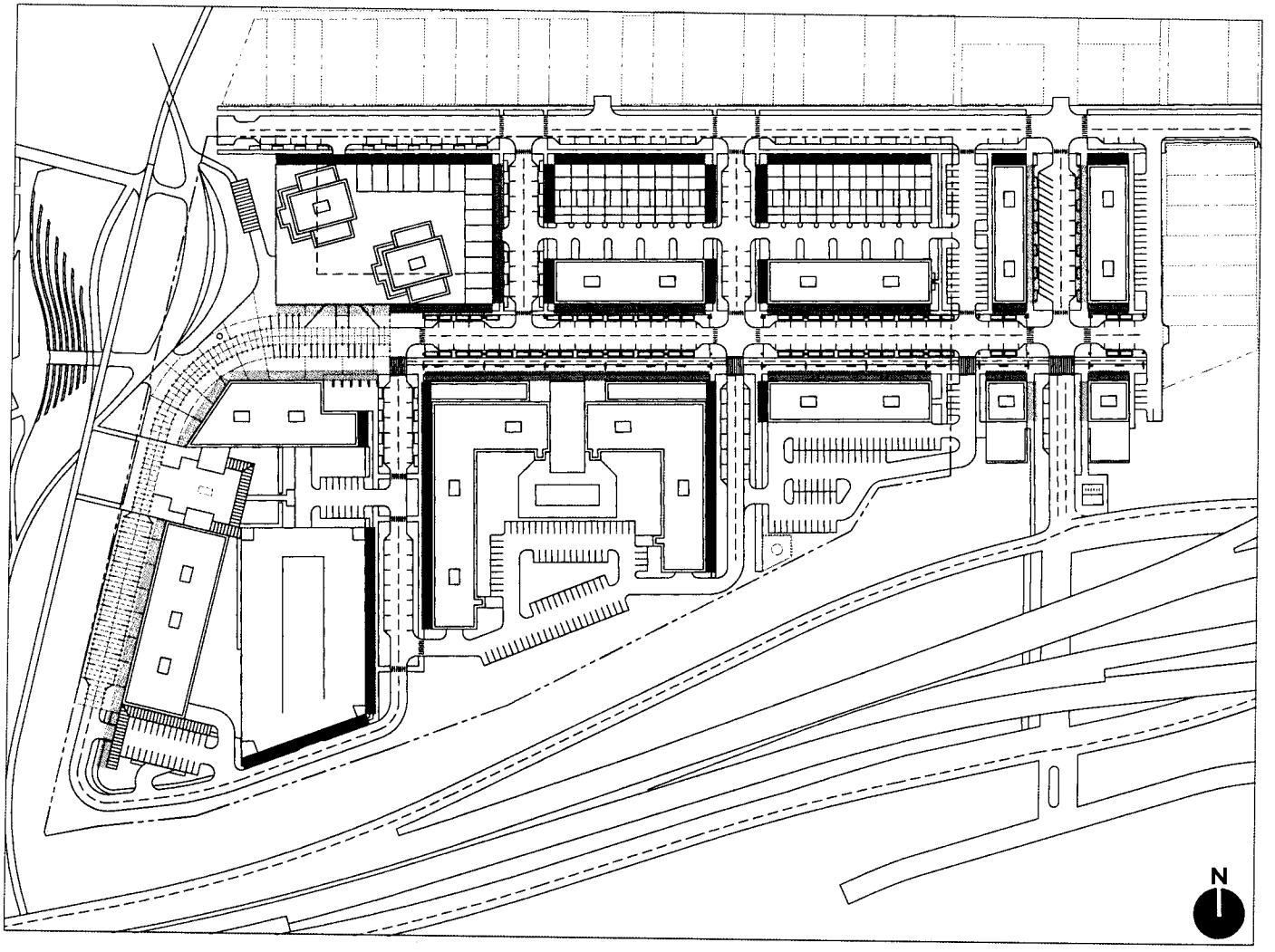
Building Setbacks

The Playland Park neighborhood will employ standard setbacks to establish a strong urban fabric, with a consistent building wall and the creation of a unified public realm. The mixed-use buildings fronting onto 40th Street, along with the office buildings and condominium block pedestal that front onto the "Piazza" and Landing "Porch," will generally have 0-to-5' setback requirements. This allows the adjacent sidewalk to become an activity zone that is suitable for community gatherings, outdoor dining areas and window shopping.

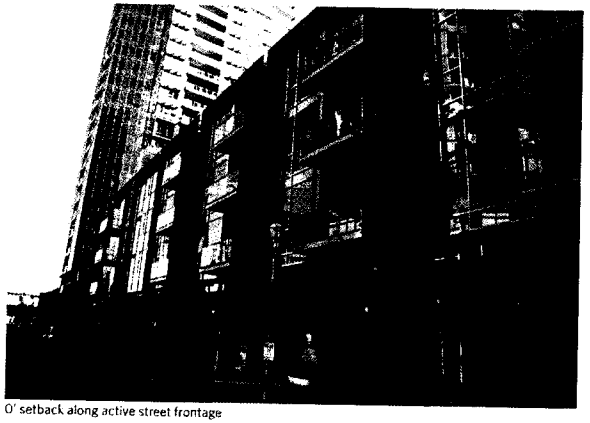
The setbacks along Avenue 'A' from 42nd Street to east of 40th Street will be 10' along the entire corridor. This consistency will channel views down the corridor and create continuity of space as users move along the neighborhood spine. The 10-foot front yard, combined with the stoop condition, allows for privacy for those residents whose units front onto this major circulation spine.

Residential side streets will employ setback requirements between 12' and 15.' This increased distance will scale down the sense of enclosure in these areas, signifying to the individual that they are moving out of the high-activity portions of the neighborhood. The townhomes fronting along the south side of Avenue 'B' will have setbacks of 16-to-20' to best replicate the condition of the single-family residential properties across the street.

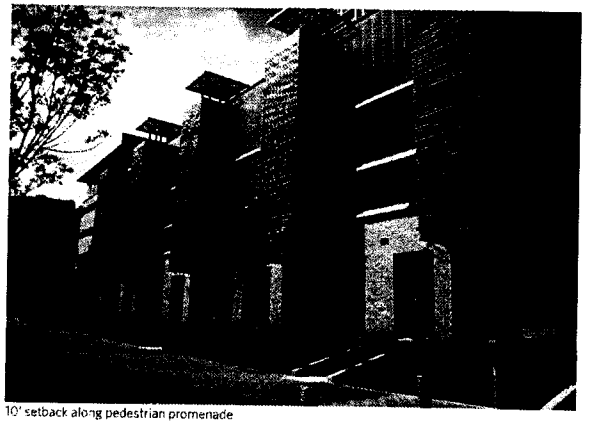




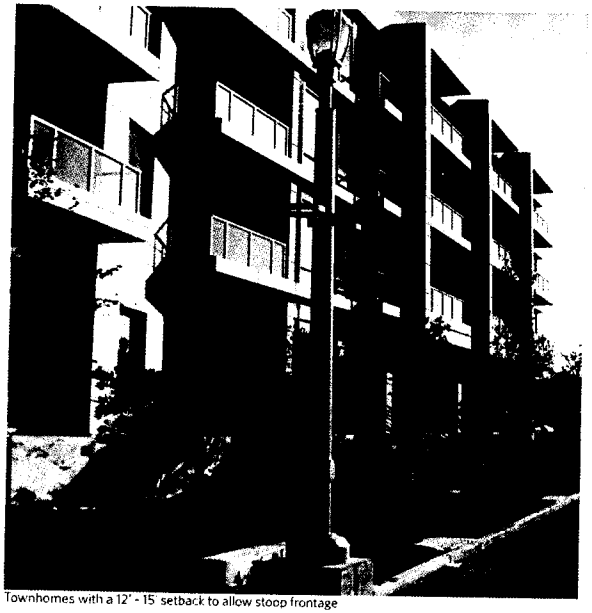
Building Setbacks



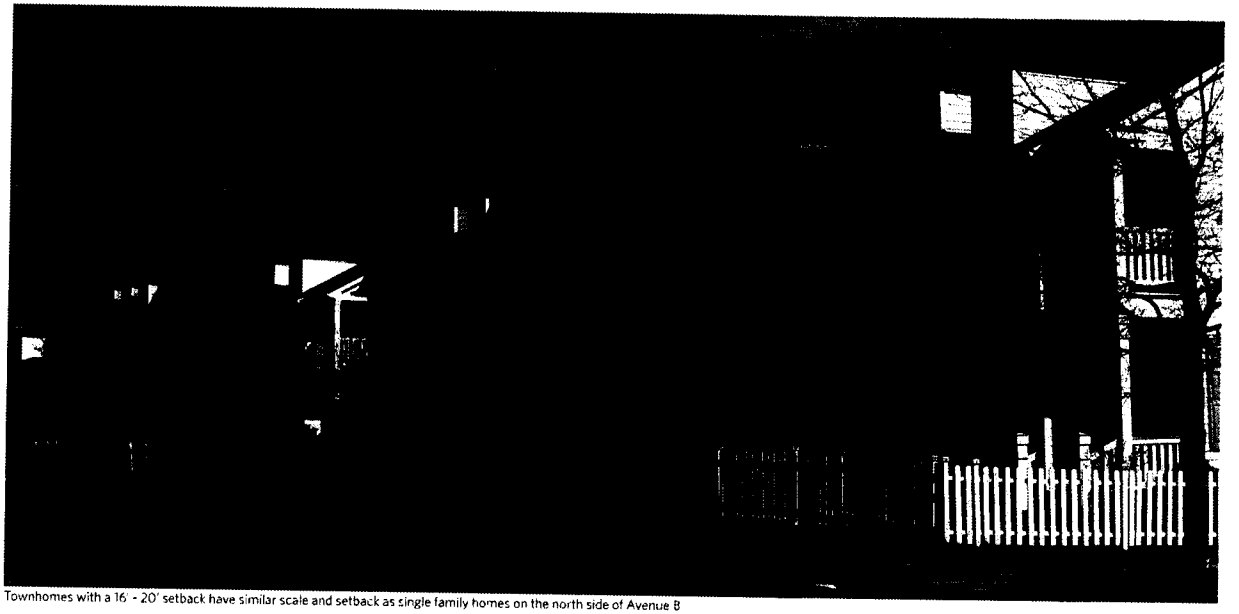
0' setback along active street frontage



10' setback along pedestrian promenade



Townhomes with a 12' - 15' setback to allow stoop frontage

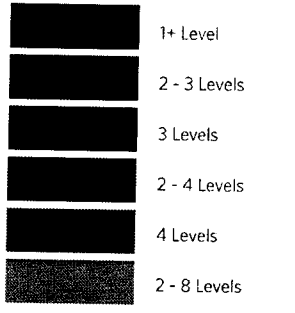


Townhomes with a 16' - 20' setback have similar scale and setback as single family homes on the north side of Avenue B

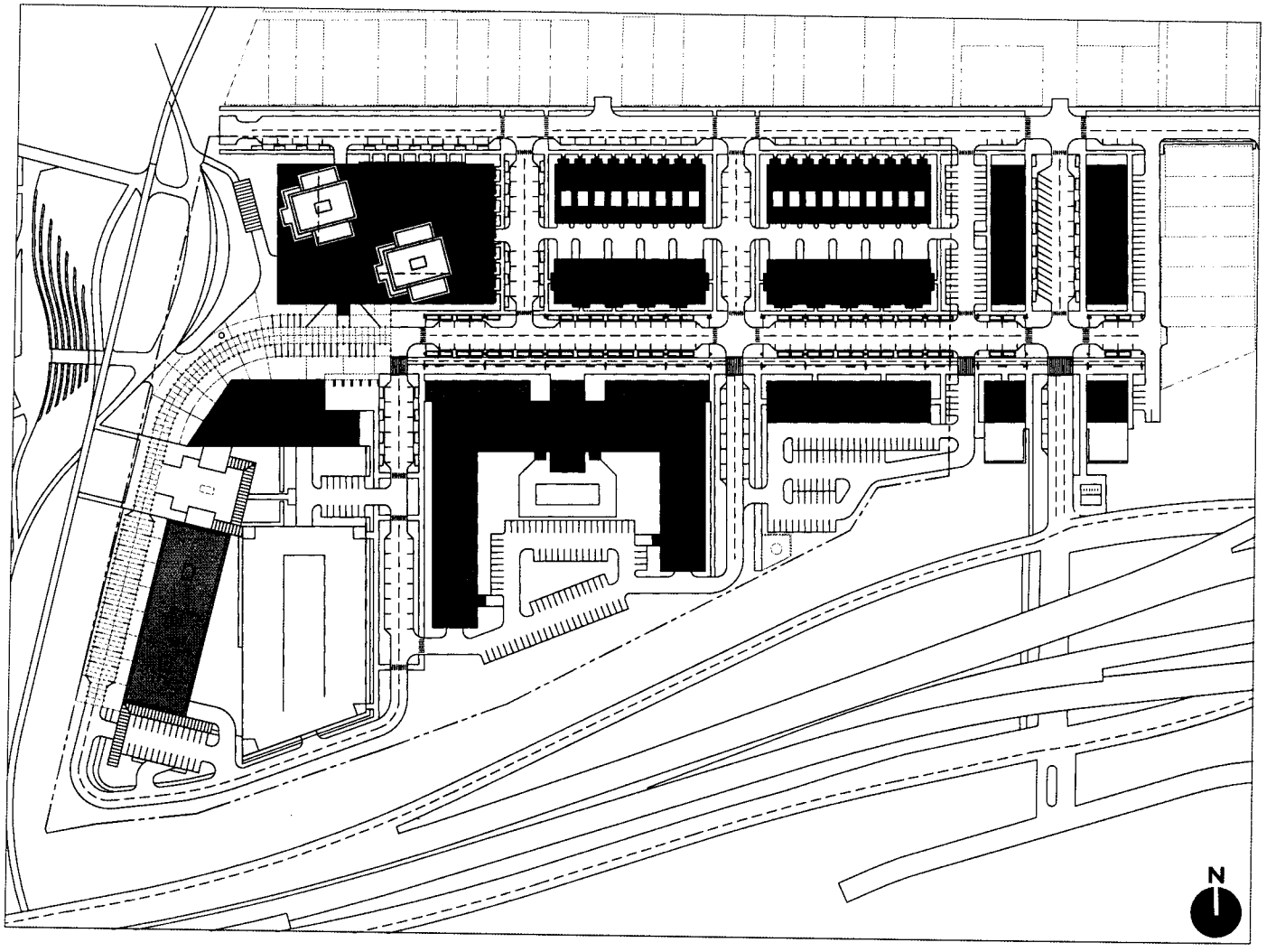
Building Heights

The flexibility of the Playland Park Neighborhood Plan will allow for a variety options with regard to building heights. The heights are based on the desired urban form of the development and are reflective of a preliminary understanding of what the market is demanding with regard to total square footage or number of units for each land use. The 8-to-10 level condominium towers will elevate residents above the street, providing them with great views west to the Missouri River and Downtown Omaha skyline, while eastern views will include downtown Council Bluffs and the Loess Hills. The pedestal and liner structure for the condo towers could range from one level for a retail or community use to three levels for liner townhomes.

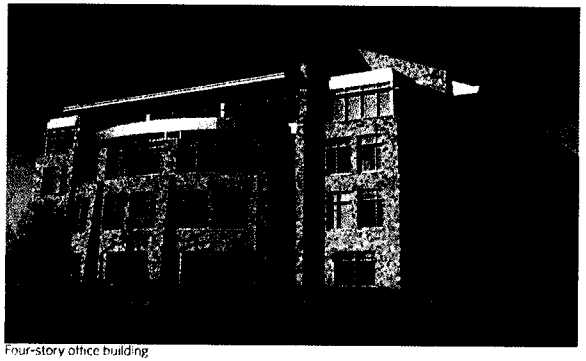
The two office buildings will each be at least two levels tall. The north building could rise up to four levels while the south building could reach six. This relationship is important to create desired view corridors for the 4-level apartment building directly to the east, as well as to visually orient the block toward the Landing "Porch." The tuck under apartment buildings along Avenue 'A' will be 2-to-3 levels, providing a moderate sense of enclosure to the street. The townhomes fronting onto Avenue 'B' and the mixed-use buildings along 40th Street will be a standard three stories in height. The scale and mass of the townhomes should help transition new development down to the existing neighborhood to the north.



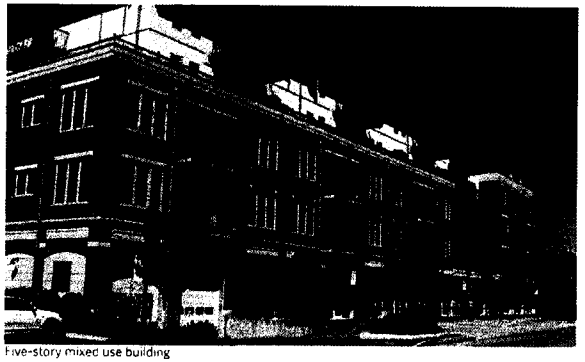




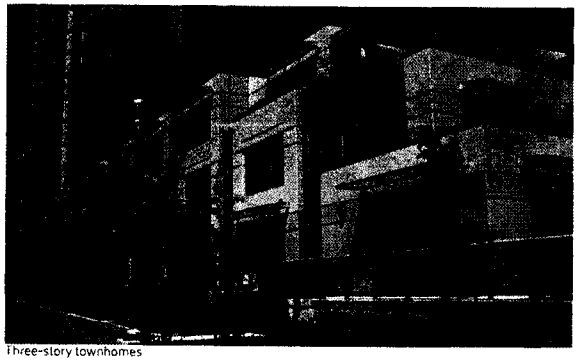
Building Heights



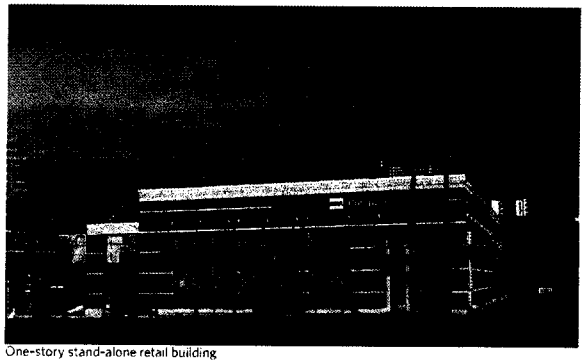
Four-story office building



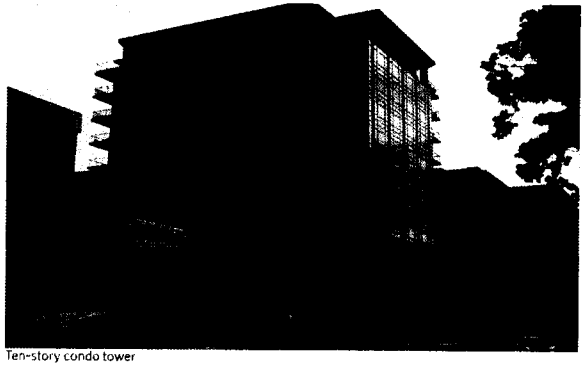
Five-story mixed use building



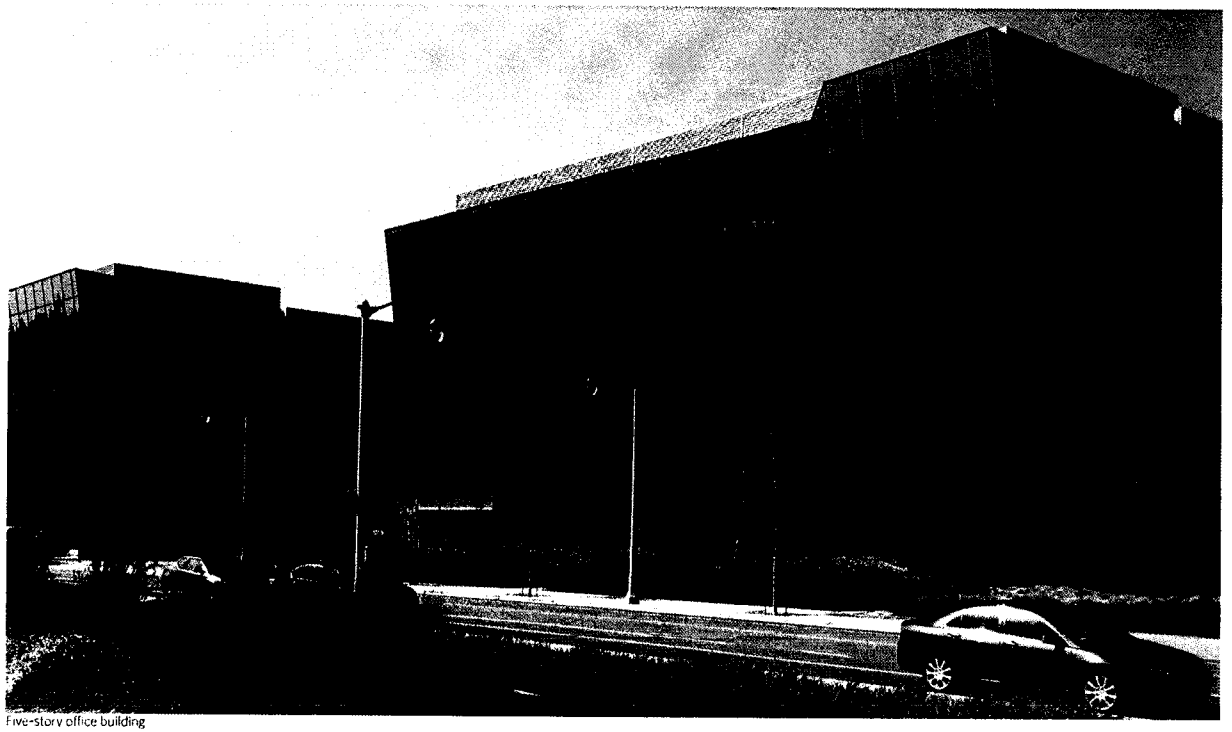
Three-story townhomes



One-story stand-alone retail building



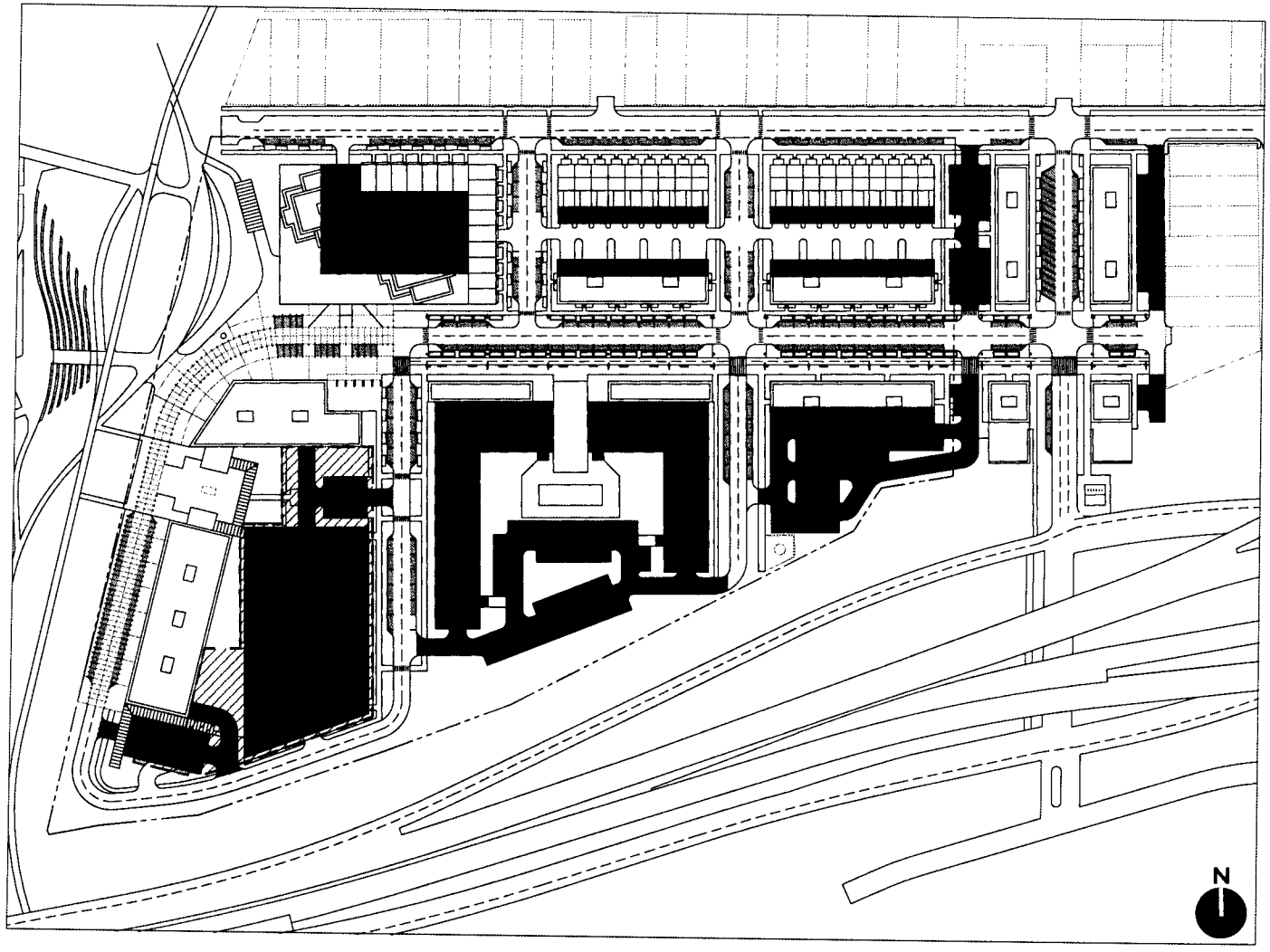
Ten-story condo tower



Five-story office building

Parking

The Playland Park neighborhood will provide a number of parking options for residents, tenants and visitors. In keeping with urban design principles, all surface lots are positioned to the rear of buildings, away from high-activity and high-visibility areas. Private parking for townhomes and apartment buildings will be located on the back sides of the structures and accessed via alleys or surface lots. On-street parking is provided along the majority of streets, helping to slow vehicular traffic and activate the streetscape. The condominium block building will have an internal parking structure surrounded by liner units. A stand-alone parking structure will serve the two office buildings and will be placed behind the buildings away from the active shared space Piazza. If demand warrants, the parking structure will include one level of parking below street grade. In terms of ratios, residents will be provided with either one or two parking stalls per unit, depending on type. Commercial areas will require 5 stalls per 1,000 square feet. The office buildings will require 3.5 stalls per 1,000 square feet, a standard measure for similar mixed-use developments in the region.



Structured Parking

Covered Private Parking

Surface Parking Lot

On-Street Parking

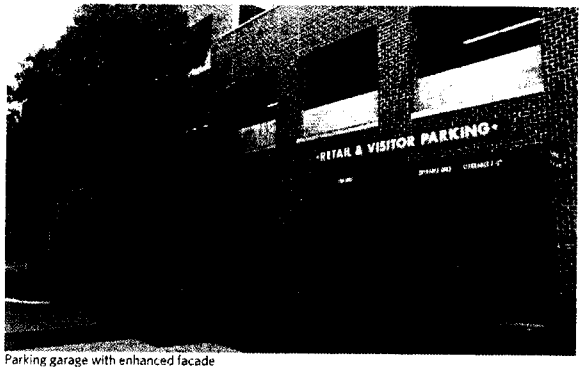
Underground Parking

0' 80' 160' 320'

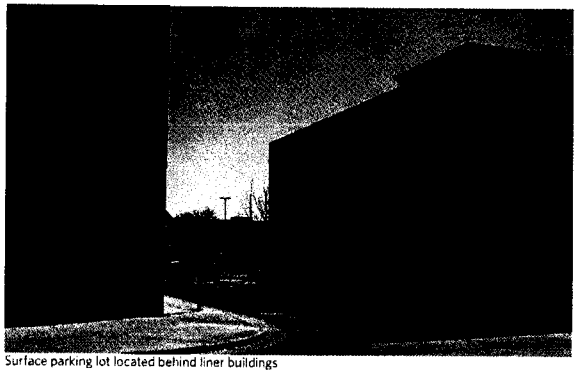
Parking



Townhomes with detached garages



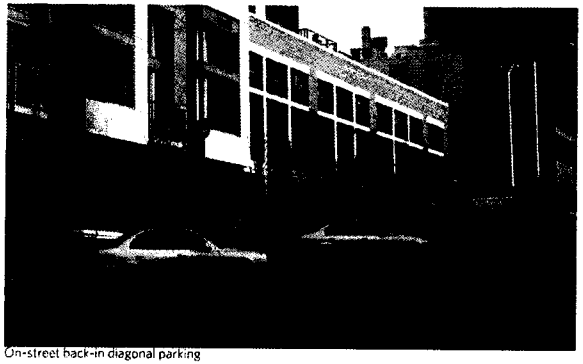
Parking garage with enhanced facade



Surface parking lot located behind liner buildings



Apartment building with internal parking pedestal



On-street back-in diagonal parking



On-street parallel parking



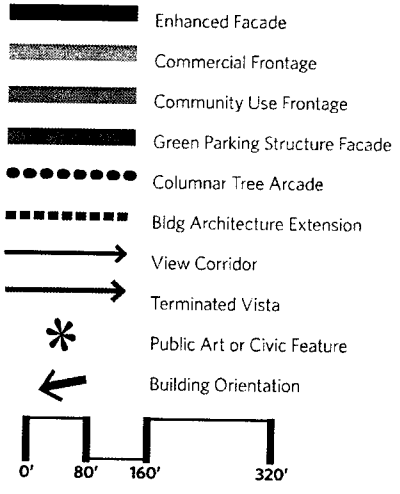
Townhomes with tuck-under garages

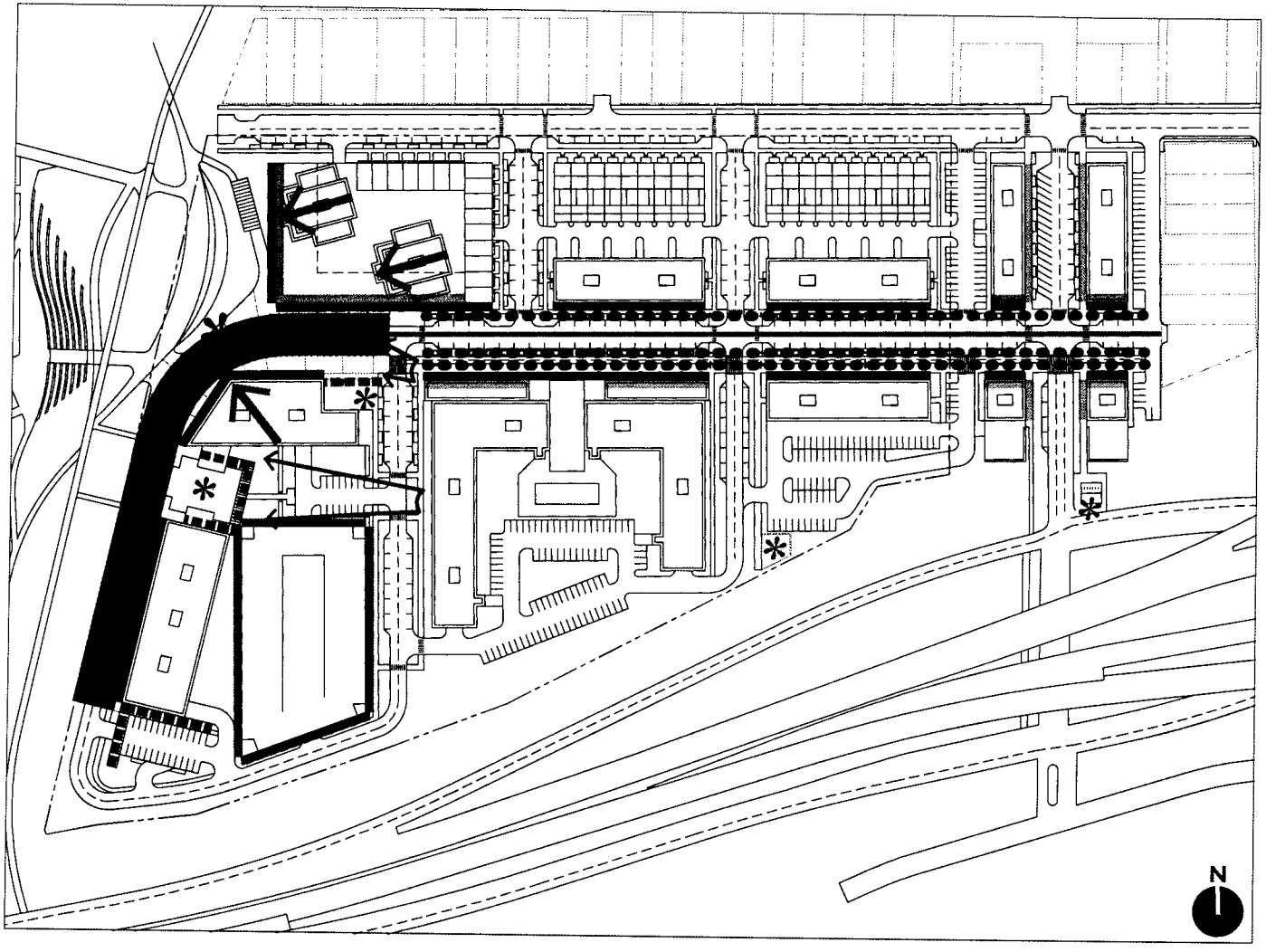
Special Requirements

To successfully create a great walkable, mixed-use neighborhood, a number of special requirements will need to be included in the Playland Park Neighborhood Plan. The grand Avenue 'A' corridor and vista will need to be terminated by a vertical element of significance, such as a monumental piece of public art. Other art installations or civic features should be located at other important civic sites to encourage both movement and moments of reflection.

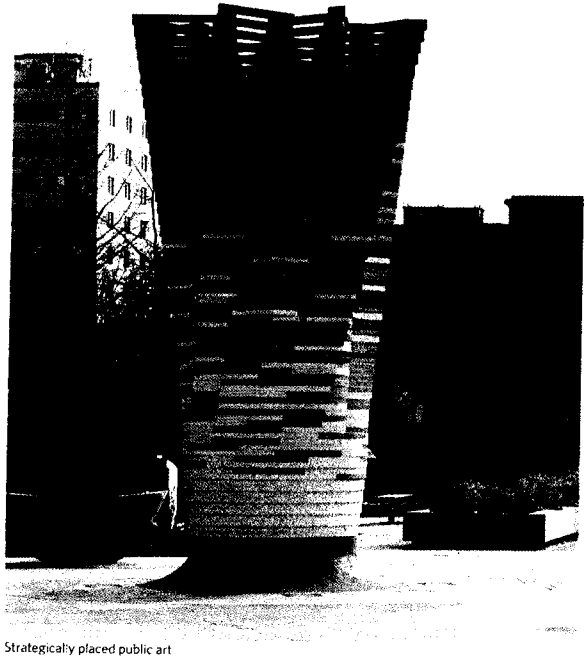
A triple row of columnar street trees will add interest to, and soften, the scale of the Avenue 'A' corridor. Building facades facing onto Avenue 'A' and toward the Landing "Porch" and "Piazza" should receive special architectural consideration and include elements that are distinctive from the other buildings. The areas calling for commercial or community use frontages should be required to provide the designated use at sidewalk level and provide clear glass on 70% of exterior walls, as well as functional canopies that overlap the sidewalk.

The office buildings should include canopied walkways and architectural screen walls designed in a similar aesthetic to extend the building architecture into the public realm. The orientation of the condominium towers and north office building should respond to the positioning of the Landing "Plaza" and primary views of Downtown Omaha.

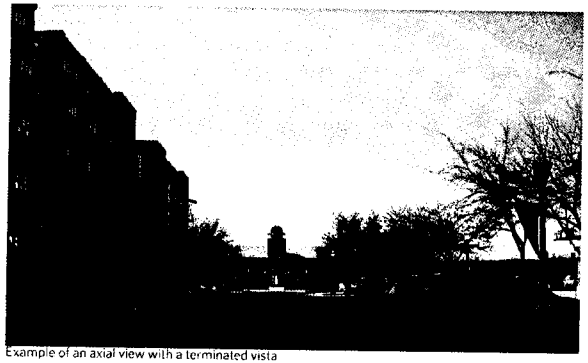




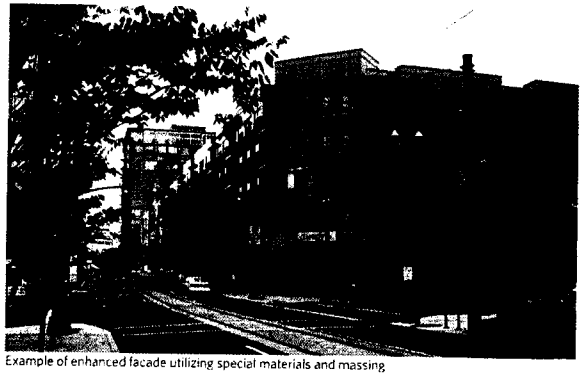
Special Requirements



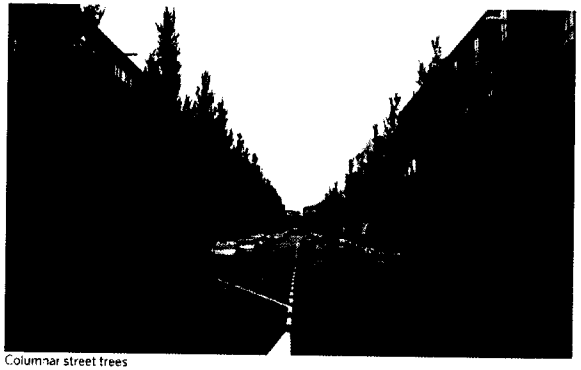
Strategically placed public art



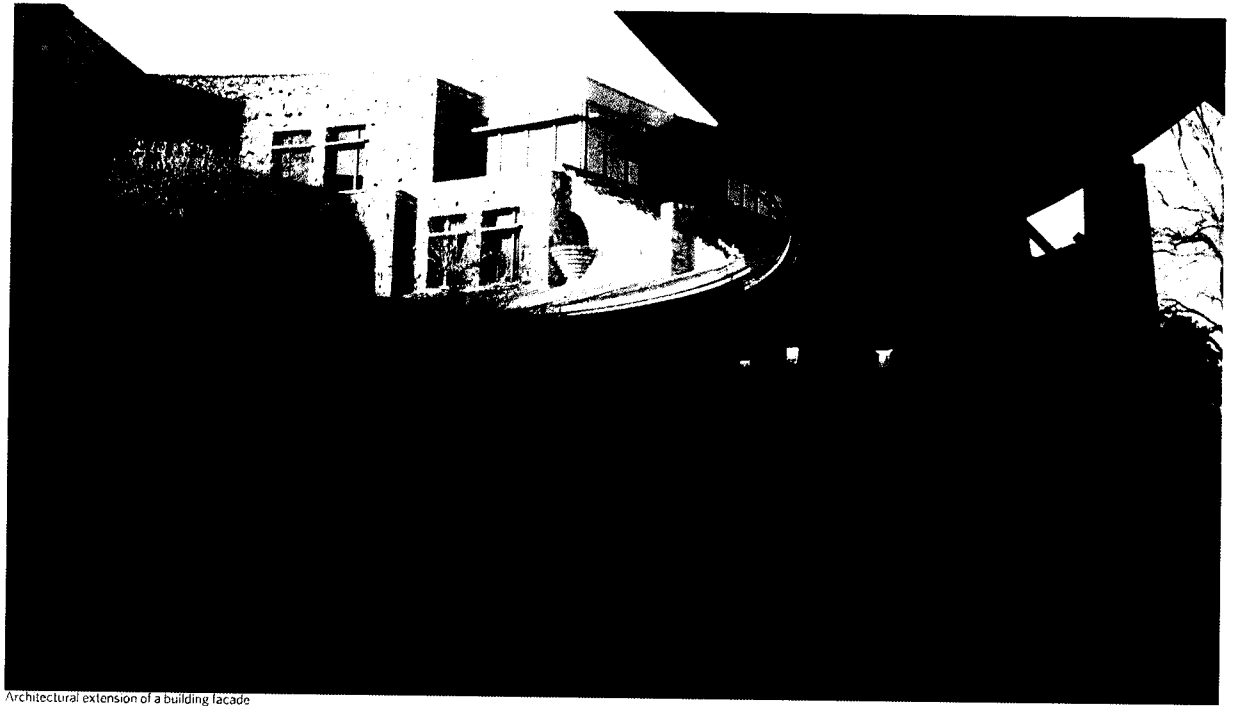
Example of an axial view with a terminated vista



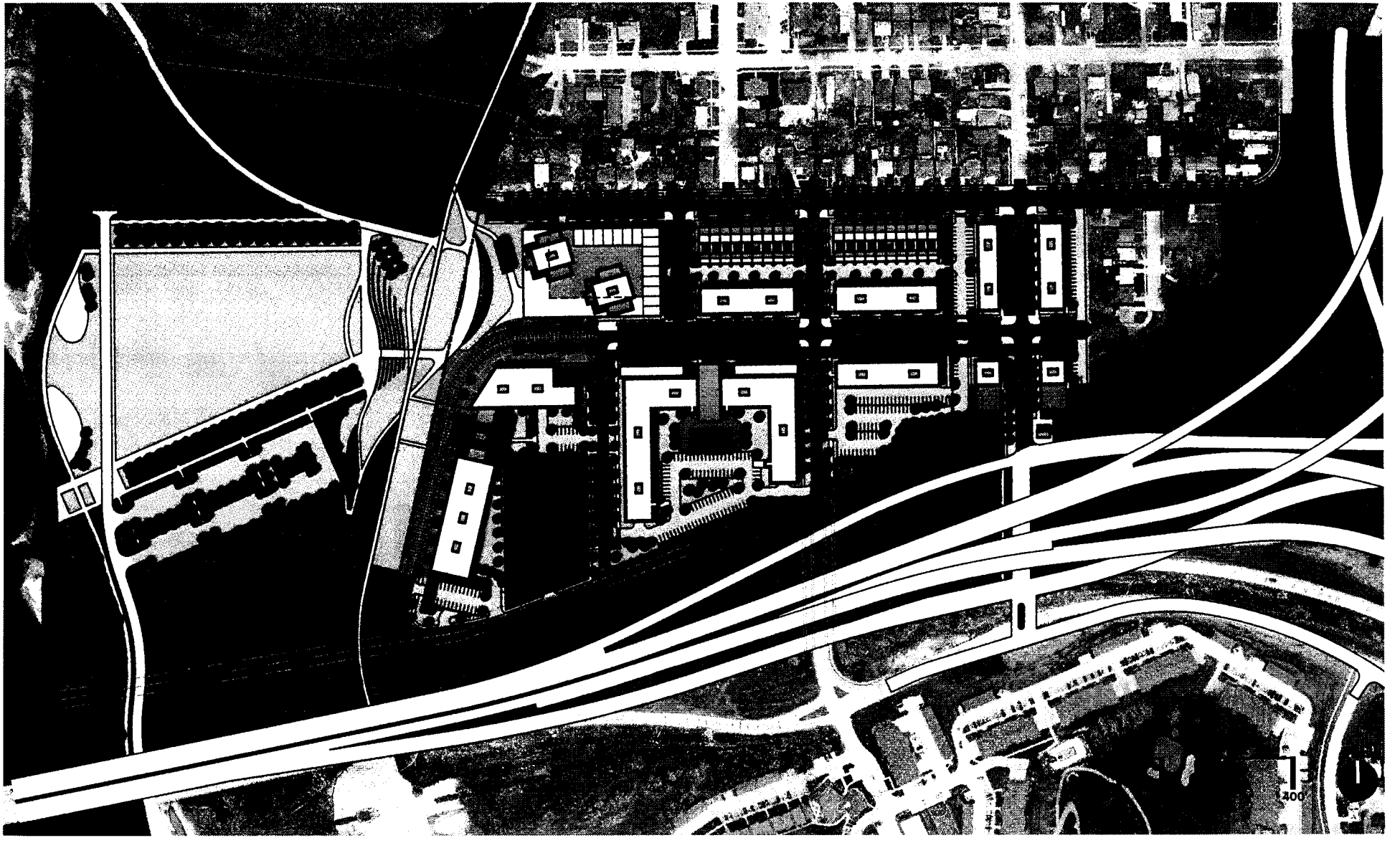
Example of enhanced facade utilizing special materials and massing



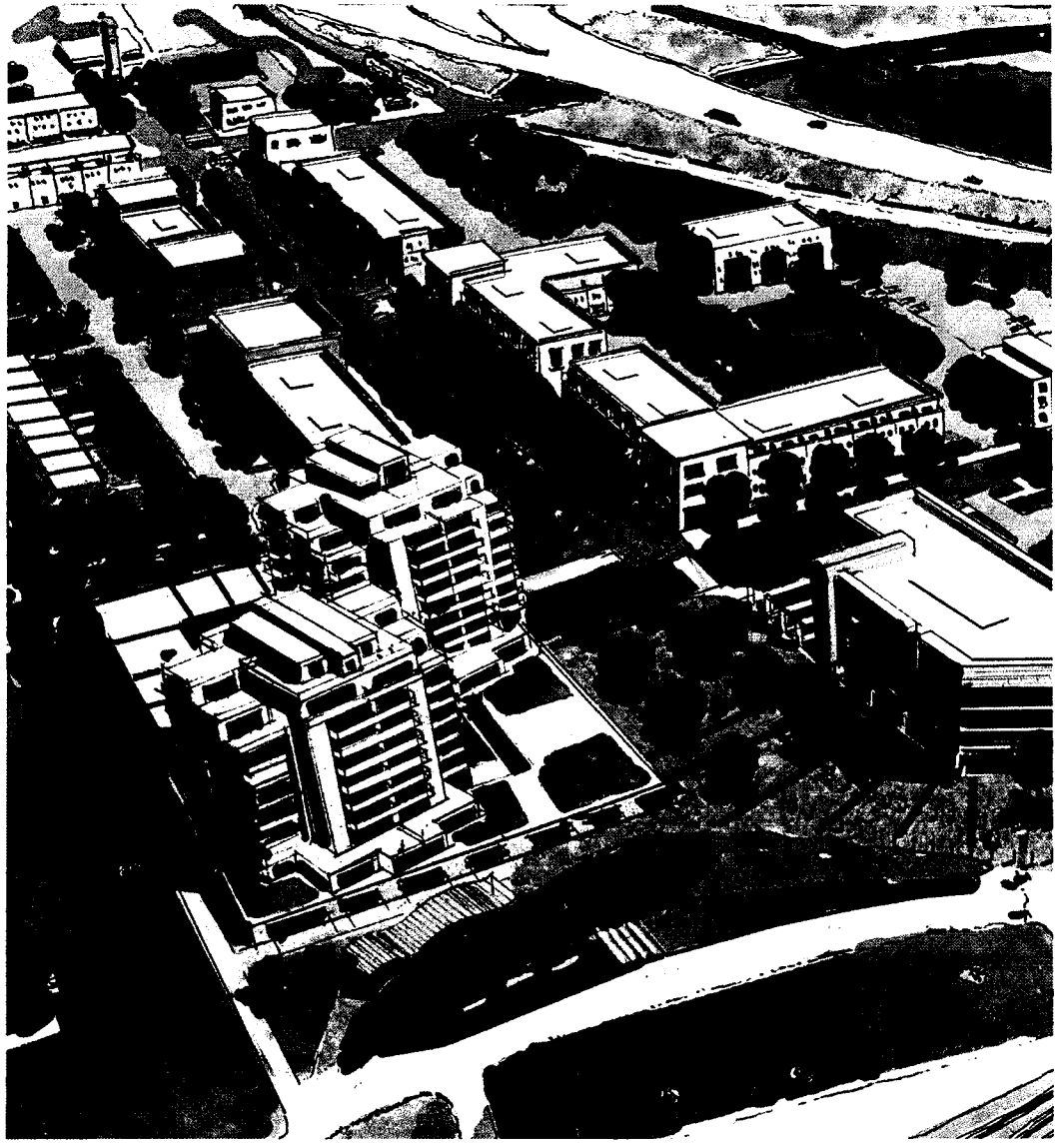
Columnar street trees



Architectural extension of a building facade


400'

NOTES



City of Council Bluffs, Iowa

Request for Proposals Cover Page

Project Information

Project Name _____

Organization Information

Name of Developer _____

Mailing Address _____

_____

Contact Person(s) _____

_____

Telephone _____ Fax _____

Email Address _____

Partners

Type	Name and Address	Contact Person
Project Development		
Architectural Firm		
Engineering Firm		
Other (specify)		
Other (specify)		
Other (specify)		