Omaha City Planning Department

APPLICATION

SUBDIVISION PLAT

Name of Addition: Sterling Ridge Replat 5

<table>
<thead>
<tr>
<th>Property Owner(s)</th>
<th>Address</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweetbriar IV LLC/</td>
<td>13625 California St., Ste. 333, Omaha, NE, 68106</td>
<td>402-933-3663</td>
</tr>
<tr>
<td>Sweetbriar II LLC</td>
<td>13625 California St., Ste. 333, Omaha, NE, 68106</td>
<td>402-933-3663</td>
</tr>
</tbody>
</table>

 Applicant: Kellen Heideman

Contact: 2111 S 67th St., Ste. 200, Omaha, NE 68106

Phone #: 402-341-1116

General Location/Address: SE corner of 132nd and Pacific Street

Total Area: 8.85 AC

Total Lots: 2

Existing Zoning: MU

Projected Total Taxable Valuation: $76,680

Development Plans:

<table>
<thead>
<tr>
<th>Lot#s</th>
<th>Zoning</th>
<th>Total Lots</th>
<th>Acres</th>
<th>Residential (No. of Units)</th>
<th>Office/Commercial (Square Feet)</th>
<th>Value/Price (w/Improvements)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MU</td>
<td>1</td>
<td>4.31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>MU</td>
<td>1</td>
<td>3.97</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ROW: Total

Yes ☒ No ☐

A property owners' association is to be formed. If yes, attach copies of covenants.

Exceptions to the standard form subdivision agreement are proposed. If yes, attach a statement of changes.

Waivers to design standards, improvements or plat certifications are proposed. If yes, attach a request letter.

This subdivision will be processed as a series of phased final plats. If yes, include phase boundaries on the preliminary plat. Changes in boundaries will require a revised preliminary.

If you have any questions about this application form or submission dates, please contact the Current Planning Division at 444-6150.

Owner's Signature: [Signature]

Applicant Signature (If not the property owner, the applicant certifies with this signature to be the authorized agent of the property owner.)

Date Submitted: [Date]

Print or Type Name of Applicant: [Name]
October 5, 2018

City of Omaha Planning Department  
1819 Farnam Street  
Omaha, NE 68183

RE: Sterling Ridge Replat 5 – Drainage and Floodplain Memo

To whom it may concern:

This letter is written regarding Sterling Ridge Replat 5 minor plat submittal drainage requirements. Sterling Ridge development currently provides water quality and detention for the overall development. The City of Omaha PCSMP requirements are met for the overall development per City approval under OMA-20110406-225-P. All drainage for the proposed Sterling Ridge Replat 4 will be collected and directed towards the existing detention basins that are established onsite.

It was noted during the pre-app for the project that Lot 2 of the replat is located within a floodplain. Following the pre-app meeting it was discovered that while the current FEMA maps show Lot 2 being within the floodplain, the maps have not been updated since mass grading and the realignment of Hell Creek. It is Olsson’s understanding that a LOMR process was started to update the maps but the NRD stopped the process after discovering that FEMA intends to remap the entire area in the near future. Because the maps have not been revised, the Lot 2 project will plan to position the building to be above the FEMA Base Flood Elevation designation of 1153’ for this area. The current plan is for the FFE of the first floor of the building to be set at 1170’ with a garage level of 1158’.

Please let us know if additional information is needed regarding this matter.

Respectfully Submitted,

Kellen Heideman, P.E.
### Source and Use of Funds

Provide a separate sheet for the preliminary plat and for each final plat phase.

<table>
<thead>
<tr>
<th>Proposed Improvements</th>
<th>Quantity</th>
<th>Construction Cost</th>
<th>Total (1) Cost</th>
<th>General Obligation</th>
<th>Special</th>
<th>Reimbursable</th>
<th>Private</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sanitary Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interceptor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outfall</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collector</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sidewalks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improvements</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interior</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electricity (3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(1) Total cost includes the addition of legal, engineering, and fiscal fees, and interest.
(2) Attach a statement of assumptions used as a basis for preliminary projections.
(3) Indicate any need to relocate on- or off-site lines.

Date __________________________
SUBDIVISION AGREEMENT
Sterling Ridge Replat 5 (Lots 1-2)

THIS AGREEMENT, made and entered into this _____ day of _______________ , 20___, among Sweetbriar II, LLC and Sweetbriar IV, LLC, Nebraska limited liability corporations, (hereinafter referred to as "Subdivider"), The Sterling Ridge Master Owners Association, a Nebraska not-for-profit (hereinafter referred to as “Association”), and the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A" (hereinafter referred to as "Area to be Developed"); and,

WHEREAS, the Subdivider proposes to build public improvements in the area to be developed; and,

WHEREAS, the Subdivider has or will create the Sterling Ridge Master Owners Association, Inc. comprised of the property owners of Lots 1-2, Sterling Ridge Replat 5; and,

WHEREAS, the parties wish to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the property.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs.

SECTION I

Subdivider covenants that Subdivider shall, contemporaneously with the filing of the final plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts for the installation of the improvements set forth herein:

A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), all of said paving to be twenty-five (25) feet in width, except for those streets with a width greater than twenty-five (25) feet, which streets shall be extra-width paving, if any (approved by the Public Works Department), as shown on paving plans prepared by Olsson Associates, copies of which are attached hereto as Exhibit "B".

B. Storm sewers, inlets, manholes and related appurtenances constructed in streets right-of-way and easements, per plat (Exhibit “A”), plans and specifications for said sewer improvements to be approved by City prior to starting construction of said improvements to be located as shown on storm sewer plans to be prepared by Olsson Associates, copies of which are attached hereto as Exhibit “B”.

C. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District. A contract with OPPD will be provided by the Subdivider to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.

D. Sidewalks and street trees along both sides of all public streets within the area to be developed shall be constructed by the Subdivider in conformance with Section 53-9 (9) according to the following schedule:

   1. Sidewalks and street trees shall be constructed immediately abutting vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
2. Sidewalks and street trees shall be constructed immediately abutting built-upon lots as soon as weather permits.

3. In any event, all sidewalks and street trees shall be constructed upon any public streets adjacent to the plat within three (3) years of the recording of the subdivision plat.

SECTION II

The parties agree that the entire cost of all public improvements paid for privately by the Subdivider and set out in Section I herein shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all street, sidewalk and street tree construction shall be paid for privately by the Subdivider, as indicated in Exhibit “B”.

B. The entire cost of the installation of electrical power service system shall be paid for privately by the Subdivider.

C. The Sediment and Erosion Control Plan to be submitted the City of Omaha for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit “C”. The City of Omaha must approve said plan prior to City Engineer’s second signature on the final plat. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of said sediment and erosion control measures shall be the responsibility of the Subdivider. All silt basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by these erosion control measures are fully developed, and with the written permission of the City Public Works Department authorizing their removal. Sediment removal shall be paid for privately by the Subdivider.

SECTION III

Subdivider covenants and agrees that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefore.

SECTION IV

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account of race, color, creed, political or religious affiliation, sex, marital status, sexual orientation, gender identity, national origin, age, or disability in violation of federal or state laws or local ordinances.

SECTION V

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City, in such manner and at such place or places designated on plans submitted by the Subdivider and approved by the City.

B. Upon the completion of any sanitary outfall sewer, if any, built by the Subdivider, the City shall be granted and they shall accept control and operation of the facility. The Subdivider shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.

C. Without prior written approval by the City, the Subdivider shall not permit any sewer lines outside the presently described boundaries to be connected to: The sewer or sewer lines of the subdivision, any sewer from the subdivision's boundaries to the sewers of the City, any outfall sewer of the City, or any sewage
treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the subdivision. The Subdivider shall not collect charges for such connections.

D. At all times, all sewage from and through said subdivision into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

E. Before any connection from any premises to the sewer system of the subdivision may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.

G. The Subdivider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Subdivider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Subdivider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The Subdivider shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

H. The Subdivider expressly agrees that they are and shall be:

1. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of Omaha applicable to subdivisions whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of Omaha; and,

2. Bound by any terms and provisions which by ordinance, resolution or rule of the City of Omaha shall hereafter adopt or provide as being applicable to or required in contracts with subdivisions or in order to permit or continue the discharge of any sewage from a subdivision to flow into or through any part of the sewer or sewage system of the City of Omaha.

SECTION VI

A. The owner of each lot shall make payment to the City of Omaha for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for 2018, the fee would be as follows:

Lots 1-2, MU,
8.28 Acres @ $7,048.00 $58,357.44

TOTAL: $58,357.44
B. In the event the Subdivider shall plat additional lots which will be in the subdivision which he wishes to connect to the Omaha sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer permits are issued by the City.

C. The Subdivider and the City agree that payment made under Section VI-A of this Agreement shall constitute a Special Sewer Connection Fee for the area described in Section VI-A and shall be collected by the City as a Special Sewer Connection Fee as follows:

1. The real estate shall be charged the special sewer fee amount as set forth in Section VI-A for each lot or parcel.

2. The Special Sewer Connection fee shall be collected by the City from the owner of each lot or parcel of real estate in the amount as shown in Section VI-A prior to the time any such lot or parcel is built upon and before the building sewer is connected to the sanitary system of the subdivision.

D. The City may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances and its sewer use and connection fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Section VI-A herein.

E. No sewer permit will be issued by the City for any construction on any lot in the area described in Section VI-A until payment to the City of the Special Sewer Connection Fee for that particular lot as called for in Section VI-A.

F. The City may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances and its sewer use and connection fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Section VI-A herein.

G. In the event the Subdivider shall plat additional lots which will be in the subdivision, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any building permits are issued by the City.

H. The Subdivider and the City agree that payment made under Section VI-F of this Agreement shall constitute a Watershed Management Fee for the area described in Section VI-F and shall be collected by the City as a Watershed Management Fee as follows:

1. The real estate shall be charged the Watershed Management Fee amount as set forth in Section VI-F for each lot or parcel.

2. The Watershed Management Fee shall be collected by the City from the owner of each lot or parcel of real estate in the amount as shown in Section VI-F prior to the time any such lot or parcel is built upon.

SECTION VII

A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-
way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

B. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

C. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

D. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".
IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

<table>
<thead>
<tr>
<th>CITY CLERK</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF OMAHA</td>
<td></td>
</tr>
</tbody>
</table>

________________ ASSOCIATION

PRESIDENT

APPROVED AS TO FORM

<table>
<thead>
<tr>
<th>Subdivider</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY ATTORNEY</th>
<th>Date</th>
</tr>
</thead>
</table>
On this ___th day of ______________, 20___, before me, a Notary Public in and for said County and State, personally appeared ______________________, _______ _____ of __________________ Company, Inc., who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____________________________________
NOTARY PUBLIC
My Commission expires ____________________

On this ___th day of ______________, 20___, before me, a Notary Public in and for said County and State, personally appeared ______________________, President of the______________ Association, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____________________________________
NOTARY PUBLIC
My Commission expires ____________________
<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXHIBIT A</td>
<td>FINAL PLAT</td>
</tr>
<tr>
<td>EXHIBIT B</td>
<td>PAVING &amp; STORM SEWER</td>
</tr>
<tr>
<td>EXHIBIT C</td>
<td>SEDIMENT &amp; EROSION CONTROL PLAN</td>
</tr>
</tbody>
</table>