Omaha City Planning Department

APPLICATION
SUBDIVISION PLAT

Name of Addition Vistancia Phase II SID # 598

☒ Preliminary ☐ Revised Preliminary ☐ Final

Property Owner(s) Falcone Land Development - 3606 N. 156th St., Suite 101 - 302, Omaha NE 68116 402-660-9483
Name Address Zip

Applicant Falcone Land Development - 3606 N. 156th St., Suite 101 - 302, Omaha NE 68116 402-660-9483
Name Address Zip

Contact Jeff Elliott, 17007 Marcy St, Suite 2, Omaha, NE 68118 402-203-0808
Name Address Zip

jeff@woodsonia.net E-Mail Address

General Location/Address Northwest of 210th & Fort Street (Attach Legal Description)

Total Area 81.64 (Acres) Total Lots 214

Existing Zoning AG Projected Total Taxable Valuation $97,880,000

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>
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<tbody>
<tr>
<td>301-477</td>
<td></td>
<td>177</td>
<td>51.14</td>
<td>177</td>
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<td>$84,960,000</td>
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<td>478-511</td>
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<td>$12,920,000</td>
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<tr>
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</table>

Yes ☒ No ☐ A property owners’ association is to be formed. If yes, attach copies of covenants.

☒ No ☐ Exceptions to the standard form subdivision agreement are proposed. If yes, attach a statement of changes.

☒ No ☐ Waivers to design standards, improvements or plat certifications are proposed. If yes, attach a request letter.

☒ No ☐ 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 444-5150.

Owner's Signature

November 8, 2019
Date Submitted

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

Falcone Land Development, Christian Kloster
Print or Type Name of Applicant
Source and Use of Funds: (Provide a separate sheet for preliminary plat and for each final plat phase)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Construction Cost</th>
<th>Total (1) Cost</th>
<th>General Obligation</th>
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(1) Total cost includes the addition of legal, engineering, and friscal 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.

95% Valuation $92,986,000
GO Debt Ratio 4.00%
**APPLICATION**

**SUBDIVISION PLAT**

**Name of Addition**  Vistancia - Phase I and II  SID # 598

- **Preliminary**  
- **Revised Preliminary**
- **Final**

**Property Owner(s)**
- Falcone Land Development- 3606 N. 156th St., Suite 101 - 302, Omaha NE 68116 402-660-9483
- Name  Address  Zip  Phone #

**Applicant**
- Falcone Land Development- 3606 N. 156th St., Suite 101 - 302, Omaha NE 68116 402-660-9483
- Name  Address  Zip  Phone #

**Contact**
- Jeff Elliott, 17007 Marcy St, Suite 2, Omaha, NE 68118 402-203-0808
- Name  Address  Zip  Phone #

**E-Mail Address**
- jeff@woodsonia.net

**General Location/Address**
- Northwest of 210th & Fort Street (Attach Legal Description)

**Total Area**
- 206.64 (Acres)

**Total Lots**
- 523

**Development Zoning**
- AG

**Projected Total Taxable Valuation**
- $240,275,000

**Lot#s**

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<th>Lot#s</th>
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- 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 444-9150.

**Owner's Signature**

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

November 8, 2019

**Date Submitted**

Falcone Land Development, Christian Kloster

Print or Type Name of Applicant
### Source and Use of Funds: (Provide a separate sheet for preliminary plat and for each final plat phase)

<table>
<thead>
<tr>
<th>Name of Addition</th>
<th>Quantity</th>
<th>Construction Cost</th>
<th>Total (1) Cost</th>
<th>General Obligation</th>
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<th>Private</th>
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<td>Gas (Off-Site)</td>
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<td>Administrative Fee (1%)</td>
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</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.

- **95% Valuation**: $228,261,250
- **GO Debt Ratio**: 3.97%
SUBDIVISION AGREEMENT
Vistancia (Lots 301 - 511 and Outlots J - L)

THIS AGREEMENT, made and entered into this _____ day of _______________ , 2020, among FLD Fund I, LLC, Vistancia Villas, LLC, 204 & Fort LLC and Falcone Land Development, (hereinafter referred to as "Subdivider"), The Vistancia Owners Association, (hereinafter referred to as “Association”) SANITARY AND IMPROVEMENT DISTRICT NO 598 of DOUGLAS COUNTY, NEBRASKA, (hereinafter referred to as “District”), 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", which parcel of land (hereinafter referred to as the "Area to be Developed") is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

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

WHEREAS, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District, within the area to be developed, to the sewer system of the City; and,

WHEREAS, THE Subdivider has or will create the Vistancia Owners Association, Inc. comprised of the property owners of Lots 301 - 511 and Outlots J, K & L, Vistancia; and

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and to what extent the cost of same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

A. 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. In this connection, financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.

B. "Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites. Outlot J is a future park site. Outlots K, and L will be used for permanent stormwater management basins and will be owned and maintain by the District.

C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawings (Exhibit "B").

D. “Linear Trail Corridor” shall mean property acquired as public property for the construction of public recreational trails. Facilities developed within this trail corridor shall be limited to: trail paths, landscaping, boundary fencing, signage, benches, lighting, utilities and parking areas. The maintenance level of these properties shall be at a lesser standard than that provided for park property.

E. "General obligation" shall mean unassessable capital costs.

SECTION I
Subdivider and District covenant that Subdivider shall, and the District covenants that the District will 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. That the District shall also provide and deliver to the City written confirmation of a binding agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District 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 Thompson Dreessen & Dorner, copies of which are attached hereto as Exhibit "B".

B. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on sanitary sewer layouts prepared by Thompson Dreessen & Dorner, copies of which are attached hereto as Exhibit "C".

C. 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 Thompson Dreessen & Dorner, copies of which are attached hereto as Exhibit “B”.

D. Water and gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit “A”) to be installed by the Metropolitan Utilities District. A contract with MUD will be provided to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.

E. 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 to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.

F. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. A contract with OPPD will be provided to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.

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

1. Curb ramps shall be constructed per City standards at all public street intersections. Construction of these ramps shall be included in the street paving project, but shall not take place until after all conflicting utilities have been installed. The cost for these ramps may be a general obligation expense.
2. Sidewalks shall be constructed along all street frontages for all outlots as part of the street paving project. The cost for these sidewalks shall be specially assessed or paid for privately, except for sidewalks fronting outlots to be owned by the District, the cost for which may be a general obligation expense.
3. 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.
4. Sidewalks and street trees shall be constructed immediately abutting built-upon lots as soon as weather permits.
5. 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.
6. Sidewalks shall be constructed by the District along the subdivision’s Fort Street frontage.
H. The Subdivider agrees to grade the subdivision so that the elevation at the property line adjacent to Fort Street shall meet the proposed grade established by the Douglas County Engineer for a three-lane section road. Sections shall be submitted to the Douglas County Engineer and elevations certified by Douglas County Engineer prior to recording the final plat. If the grading has not been completed by the time the Subdivider wishes to record the plat, the Subdivider may submit a certified check or other suitable financial guarantee to the City to ensure the completion of the grading within a suitable amount of time.

I. Post-construction stormwater management features and related appurtenances shall be constructed in right-of-way and outlots, per plat (Exhibit “A”). The plans and specifications for said stormwater management improvements shall be submitted to and must be accepted by the City prior to starting construction of said improvements. Said improvements shall be located as shown on the post-construction stormwater management plans to be prepared by Thompson Dreessen & Dorner, copies of which are attached hereto as Exhibit “H” and are subject to the approval of the City. The City has assigned a project number of OMA-20181024-4747-GP1 to these plans.

J. Post-construction stormwater maintenance agreement shall be submitted to and reviewed by the City prior to the commencement of construction of said improvements, and shall comply with the requirements attached hereto as Exhibit “I”. The maintenance agreement shall delineate the responsibilities of the District and of the Association and shall be subject to the approval of the City. The maintenance agreement must include language to control when post-construction stormwater features are constructed, and differentiate between the requirements of construction site stormwater runoff controls and post-construction controls. The post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff. Maintenance actions identified as private, to be performed by the association, property owner, or other private entity shall run with the land and become the responsibility of any successors, assigns or future owners, as appropriate.

SECTION II

The parties agree that the entire cost of all public improvements paid for by the District 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 by special assessment against the property benefited within the area to be developed, except for street intersections and certain extra-width and major street paving, either of which may be a general obligation, as indicated in Exhibit "B".

B. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the area to be developed, provided,

1. Connection charges paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be general obligation of the District.
2. The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the sanitary outfall sewer which the pipe size is greater than 8" diameter may be a general obligation.
3. The total cost of any outfall sanitary sewer serving the entire District constructed outside the District boundary by the District may be a general obligation of the District.
4. The total cost of any easement acquisition for outfall sanitary sewers serving the entire District constructed outside the Boundary by the District may be a general obligation of the District, as indicated in Exhibit “C”.
5. The cost of storm sewers and appurtenances may be a general obligation of the District.

C. One hundred percent (100%) of the entire cost of water distribution system serving the area to be developed shall be specially assessed against the property benefited within the area to be developed. One hundred
percent (100%) of the entire cost of water and gas approach mains may be a general obligation of the District. All refunds from MUD shall be credited to the Bond Construction Account of the District.

D. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.

E. The entire cost of the installation of electrical power service and gas distribution system shall be specially assessed against the property within the area to be so developed. The refunded charge from the Omaha Public Power District and MUD shall be credited in accordance with law, and if so credited to the District, it shall be credited to the Bond Construction Account of the District.

F. Any payments to other sanitary and improvement districts, sanitary districts or municipalities for any fees or charges will not be a general obligation of the District, except as otherwise provided in this agreement.

G. No funds of the District are to be used for the installation or maintenance of telephone equipment.

H. One hundred percent (100%) of the entire cost of concrete sidewalks along major streets may be a general obligation of the District except that portion adjacent to non-single family or duplex residential lots which shall be specially assessed or paid for privately.

I. Street identification signs may be a general obligation, provided the signs are in compliance with the Manual on Uniform Traffic Control Devices. All signs shall be approved, in writing, by the Traffic Engineer of the City of Omaha prior to installation.

J. 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 “E”. 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 may be a general obligation of the District. 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 as follows:

1. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District; a separate bid item shall be included in the public improvements contract for this work.
2. For all subsequent sediment removal, the District shall pay for the work from its operating fund.
3. Basin closure or removal may be a general obligation of the District.

K. Park fees shall be paid as follows:

1. Neighborhood Park Fee. Neighborhood Park Fees are determined on a case-by-case basis. The City Parks Department shall review the inter-local agreements entered into by contributing SIDs for the costs of land acquisition and construction of the neighborhood parks. The Neighborhood Park Fee may be a general obligation of the District. The Neighborhood Park contribution shall be designated for Park 33b of the Suburban Park Master Plan.

2. Trails / Boulevard Fee. There will be no S.I.D. platting fees for trails and boulevards. A Trail and Boulevard Fee will be assessed at the time of building permit.

3. Community Parks. Approximately fifty percent (50%) of the Community Park (CP) Fee will be paid by the S.I.D. at the time of final platting and will qualify to be a general obligation of the District. This portion of the CP Fee is calculated on a per-acre basis as follows:

   Lots 301 - 511, Residential,
81.64 Acres @ $400.00 per acre $32,656

TOTAL: $32,656

The remaining portion of the CP Fee will be assessed at the time of building permits on a per-lot basis.

L. It is mutually agreed that the District shall pay one percent (1%) of the public construction costs, estimated to be $40,718, to the City to facilitate the review and processing of developments to include engineering, planning, legal and other miscellaneous expenses incurred by the City. The fee may be a general obligation of the District. The fee shall be paid prior to the City Engineer’s second signature based on the estimated costs shown on the Source and Use of Funds form, Exhibit “D”, attached, unless contracts exist for said improvements. If contracts for improvements exist, the fee shall be based on actual contract amounts. Once the projects have been completed and the costs certified by the District’s engineer, then the District shall pay any additional monies which are due within thirty (30) days of the engineer’s cost certification. The District may receive a refund from the City if the improvement costs, as certified by the District’s engineer are less than shown on the Source and Use of Funds form. The District must request a refund from the City with the engineers’ certified costs and letter submitted to the Public Works Department. Such refund shall be paid within thirty (30) days. The fee shall be paid for all District contracts issued for public improvements.

M. One hundred percent (100%) of the entire cost of all post-construction stormwater management features, and related appurtenances, may be a general obligation of the District, provided,

1. Land acquisition for the construction of permanent post-construction stormwater management features may be a general obligation of the District. The District shall own and maintain these properties in accordance with the maintenance agreement contained herein. All necessary easements to the City and the District shall be granted at the time of platting. The District may expend up to 20% soft costs to consummate the transaction.
2. Construction of post-construction stormwater management features or “BMPs” (Best Management Practices) may be a general obligation of the District, provided they are in conformance with the “Omaha Regional Stormwater Design Manual”, and are able to be publicly maintained.
3. Maintenance of post-construction stormwater management features may be paid from the operating fund of the district provided the maintenance activities are required to maintain the water quality benefits as designed. Routine mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the subdivider and maintained by the Association.
4. Street, sewers and sidewalks adjacent to land acquired by the District for post-construction stormwater management features may be a general obligation of the District, and sanitary sewers adjacent to land acquired by the District for post-construction stormwater management features shall be specially assessed or paid for privately.

SECTION III

Credit or funds of the District may be used to pay for any public improvements specified in this Agreement, but not for any other purpose. PROVIDED, HOWEVER, the District may issue warrants for the purpose of paying for repairs, maintenance and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund tax levy, or where allowed by law, may be paid from special assessments or fees or charges. Maintenance, repair and reconstruction of a public improvement shall not be a general obligation of the District nor shall construction warrants be issued therefor without the prior written approval of the City Engineer. Storm warning sirens purchase or installation may be a general obligation. The District shall not acquire any interest in real property without the prior approval of the City of Omaha.

The estimated general obligation of the District is estimated to be $3,719,940, as shown on the Source & Use of Funds, Exhibit “D”. The District valuation is estimated to be $97,880,000, as shown on Exhibit “D”, for a debt ratio of 4.00%. The General Obligation of the District shall be incurred only for costs identified as General Obligation-
eligible costs in this Agreement, and shall not exceed the District engineer’s estimate of probable cost of $3,719,940, as shown on Exhibit “D,” by more than 10%, except either i) the City Engineer or their designee may administratively approve a corresponding increase in the General Obligation of the District, or ii) by amendment of this Agreement and approval by the Omaha City Council. Any General Obligation costs in excess of the approved amount shall be specially assessed or paid for privately. In no event shall public improvements financed by General Obligation debt be in excess of 4% of estimated valuations.

SECTION IV

A. City covenants and agrees that should the City, by reason of its annexation of the District, or any area thereof, prior to District's levy of special assessments for the improvements authorized in this Agreement thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with this Agreement.

B. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the area to be developed or any part thereof.

C. The District shall not sue nor fund any lawsuit to prevent any annexation of property within the District by the City except in the event the City annexes only a part of the District, the District does not waive its right to contest a proper division of assets and liabilities.

D. Post-construction stormwater management maintenance identified as the responsibility of the Association shall continue to be performed and funded by the Association after annexation by the City. Maintenance responsibilities of the District shall become that of the City upon annexation.

SECTION V

Subdivider and District covenant and agree that the District created by the Subdivider will:

A. 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 therefor.

B. Except as may otherwise be agreed to by City, all of said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. If any lot, parcel or other area within the area to be developed is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.

C. The District shall provide the following information to the City Engineer at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:

1. A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.
2. A plat of the area to be assessed.
3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

   i. The amount paid to the contractor.
   ii. A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrant fees, bond fees and other items shown as “soft costs”.
   iii. A special itemization of all costs of the District not itemized in (i) and (ii) above.
D. The District agrees that it will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement. In addition to the above notice requirement, the District shall also, twenty (20) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.

SECTION VI

A. The District agrees to annually levy a total combined ad valorem property tax of at least 88 cents per $100 taxable valuation until all construction fund debt is converted to bonds, and in no event shall the District’s total levy, excluding ASIP described below, be less than the total City of Omaha levy.

B. As the total levy (Bond and General) necessary to support the other debt and obligations of the SID for all projects (including deferred Community Park Fees) decreases below 88 cents per $100 of taxable valuation, the District shall collect the difference (not to exceed 5 cents per $100 of taxable valuation) between the new rate and the original 88 cents. All such tax proceeds shall be paid to the City upon collection and credited to the Arterial Street Improvement Program (ASIP) fund.

C. After written notice from the City to the District of the City’s intention to annex all of the District, the District shall not, until the earlier of (i) final annexation, or (ii) ninety (90) days from the District’s receipt of written notice of intent of annexation, enter into a contract or spend assets except as provided in Section 33-114 R.R.S., as amended. Any such contract that is not first approved by the City Engineer or their designee shall be voidable by the City after the annexation becomes effective. Notwithstanding anything to the contrary herein, nothing in this paragraph shall be deemed to restrict the District from complying with statutory budgeting requirements or from approving contracts that are in the reasonable judgment of the Board of Trustees necessary to address an emergency situation within the District or to comply with their statutory obligation as Trustees.

SECTION VII

In the performance of this Agreement, the District 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 VIII

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for a period not to exceed ten (10) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.

B. Upon the completion of any sanitary outfall sewer, if any, built by the District, the City shall be granted and they shall accept control and operation of the facility. The District 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 District shall not permit any sewer lines outside the presently described boundaries to be connected to: The sewer or sewer lines of the District, any sewer from the District'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 District's boundaries. The District shall not collect charges for such connections.
D. At all times, all sewage from and through said District 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 District 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 District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, 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 District, 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 District 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. Subletting, assignment or transfer of all or part of any interest of the District hereunder is prohibited without prior written approval of the City of Omaha.

I. The District expressly agrees that it is 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 sanitary and improvement districts 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 sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City of Omaha.

J. The District agrees to collect an "equivalent front footage charge" where the property with which sewer connection is sought to be made is not within the bounds of a regular sanitary sewer district or private sewer district or where such property has not been assessed or has not paid for the construction of the sewer to which connection is sought to be made, then in such case the Chief Plumbing Inspector of the Permits and Inspections Division shall not issue a permit for such sewer connection until the property owner shall have paid to the improvement district an equivalent front footage charge for the number of front feet of the entire property with which such connection is sought to be made. The equivalent front footage charge shall be the current charge in conformance with the requirements of the Omaha Municipal Code. The front footage charge collected shall be used to defray the general obligation of the sanitary and improvement district.

SECTION IX

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 2019, the fee would be as follows:

Lots 301 - 511, Single Family or Duplex Residential,
211 Units @ $1,364.00 $287,804.00

TOTAL: $287,804.00

B. In the event the Subdivider shall plat additional lots which will be in the District 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 District and the City agree that payment made under Section IX-A of this Agreement shall constitute a Special Sewer Connection Fee for the area described in Section IX-A and shall be collected by the City as a Special Sewer Connection Fee or shall be levied as a Special Assessment against the real estate described in Section IX-A as follows:

1. The real estate shall be charged the special sewer fee amount as set forth in Section IX-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 or levied as a Special Assessment in the amount as shown in Section IX-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 District.
3. In the event of annexation by the City, the Special Sewer Connection Fee shall continue to remain as a special assessment or charge against each lot which has not previously paid said Special Sewer Connection Fee. The Special Sewer Connection Fee shall be collected and retained by the City from each such lot owner before the building sewer is connected to the sanitary system.

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 IX-A herein.

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

F. The owner of each lot shall make payment to the City of Omaha for Watershed Management Fees. 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 FY2019, the fee would be as follows:

Lots 301 - 511, Single Family or Duplex Residential,
211 Units @ $908.00 $191,588.00

TOTAL: $191,588.00

G. In the event the Subdivider shall plat additional lots which will be in the District, 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 District and the City agree that payment made under Section IX-F of this Agreement shall constitute a Watershed Management Fee for the area described in Section IX-F and shall be collected by the City as a Watershed Management Fee or shall be levied as a Special Assessment against the real estate described in Section IX-F as follows:

1. The real estate shall be charged the Watershed Management Fee amount as set forth in Section IX-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 or levied as a Special Assessment in the amount as shown in Section IX-F prior to the time any such lot or parcel is built upon.

3. In the event of annexation by the City, the Watershed Management Fee shall continue to remain as a special assessment or charge against each lot which has not previously paid said Watershed Management Fee. The Watershed Management Fee shall be collected and retained by the City from each such lot owner before the building permit is issued.

SECTION X

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. Outlot J shall be used for a public park and will be owned by the District. Outlots K and L shall be used for stormwater management and shall be owned and maintained by the District, its successors and assigns. The purchase price paid by the District shall be equal to the Subdivider’s acquisition price (on a per acre basis) for such land. Accordingly, the District shall pay Subdivider a purchase price equal to $50,000 per acre for Outlots J, K and L at 7.15 Acres. As such the total purchase price for Outlots J, K and L shall be $357,500.

C. An outfall sewer will be constructed by the District and will connect into the City’s interceptor sewer as shown on Exhibit “C” attached hereto. They City agrees that in the event adjacent properties that benefit from the outfall sewer are subdivided in the future, the City shall make a good faith effort to, if and to the extent legally permissible, practical and appropriate, in the City’s sole discretion, include as a condition of approval of the adjacent benefited properties a pro-rata reimbursement or contribution from adjacent benefited properties that will connect to the outfall sewer constructed by the District.

D. The tree mitigation plan between the Subdivider and the City is attached hereto as Exhibit “G.” The total number of mitigated trees shown on Exhibit “G” reflects the total number of trees on the mitigation plan in the Mixed Use Development Agreement. Costs for tree mitigation shall be paid by the Subdivider. The Subdivider shall provide a certified check or other financial guarantee acceptable to the City in the amount of $0 prior to recording the final plat. These costs are based on the following:

   1. Acreage of tree canopy to be mitigated = 0 Acres
   2. Number of trees per mitigated acre to be planted = 0
   3. Total number of trees to be planted = 0
   4. Cost per tree = $200.00 (plus 20% soft costs for a total of $240.00)

The time frame for the mitigation plan completion shall be two years from the date of the City Engineer’s second signature on the final plat. The City shall release to the Subdivider the financial guarantee for trees which have been planted and growing at the end of the two year time frame, or sooner if plan is completed. The City shall retain any remaining monies to plant any trees not planted by the Subdivider in locations shown on Exhibit "G". The City is hereby granted permission to enter the property to plant such trees. When the plan has been implemented and certified by the Subdivider's engineer, the funds shall be released to the Subdivider.
E. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

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

G. 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.

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VISTANCIA ASSOCIATION

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<tr>
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<td>CITY ATTORNEY</td>
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Rev. 7/2/2018
VISTANCIA VILLAS, LLC

Subdivider    Date

204 & FORT, LLC

Subdivider    Date

FALCONE LAND DEVELOPMENT

Subdivider    Date

On this ___th day of ______________, 20___, before me, a Notary Public in and for said County and State, personally appeared ______________________ of FLD Fund I, LLC, 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 ______________________ of Vistancia Villas, LLC, 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 ______________________ of 204 & Fort, LLC, 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 ______________________ of Flacone Land Development, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____________________________________

13
Rev. 7/2/2018
On this ___th day of ____________, 20___, before me, a Notary Public in and for said County and State, personally appeared Christian Kloster, President of the Vistancia Association, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

______________________________

NOTARY PUBLIC
My Commission expires ________________________
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<td>I</td>
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Exhibit I
Post-construction stormwater maintenance agreement

1. Construction site stormwater runoff controls
This section should define the controls used to manage stormwater runoff during construction. It should also contain information defining when the controls are installed, when they are taken out and how/when they are converted to a permanent post-construction feature (if applicable)

2. Post-construction stormwater management features
Define the features to be used as permanent post-construction stormwater management controls.

3. Timing of installation of post-construction stormwater management features
Provide a schedule (either a timeline, or percentage of buildout) defining when the permanent post-construction stormwater features will be installed. They should not be installed at such a time to treat or control construction site runoff, or to become impaired by construction site runoff. Some features may not be built until developments are significantly built out.

4. Maintenance responsibilities of the District
Define what the maintenance requirements of the post-construction stormwater management features are to provide the required treatment. Maintenance responsibilities of the District will be limited to activities that preserve the ability of the feature to retain, detain, convey or treat stormwater runoff, as designed. Maintenance responsibilities of the District will become that of the City upon annexation.

5. Maintenance responsibilities of the Association
Define what maintenance activities will be the responsibility of the Association (or other private entity). These include routine mowing, landscaping, vegetation removal or control, private amenities and other features not specifically necessary to retain, detain, convey or treat stormwater runoff. Maintenance of adjacent sidewalks will also be the responsibility of the Association.

6. Transfer of Maintenance Responsibilities
This maintenance Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".
March 28, 2019

Douglas County Environmental Services
c/o Mike Reed, Weed Superintendent
3015 Menke Circle
Omaha, NE 68134

RE: Noxious Weed Control Plan
204th Street and Fort Street Proposed Subdivision (Vistancia)
Preliminary Plat Submittal
TD2 File No. 2069-107.3

Mr. Mike Reed:

Herewith is the Noxious Weed Control Plan for the above referenced project. The project is located to the northwest of 204th Street and Fort Street within part of Section 36, T16N, R10E, Douglas County, Nebraska.

1) According to DCNWC there is not a history of noxious weed infestations on the subject property.
2) The subject property is being graded and fescue will be planted when grading is completed. Additional site grading may be required in the future; all future grades will be designed at a maximum grade of 3:1 to allow access for mowing and other equipment.
3) The fescue will be maintained at a level that allows for observation of weed growth and necessary treatment of noxious weeds observed.
4) Any area that is disturbed by construction of utilities or streets will be reseeded within 14 days of completed construction, weather conditions allowing.
5) The fescue will be maintained until all of the lots are sold or built upon. At that time the maintenance of the common areas becomes the responsibility of the SID and the Owners Association. The subdivision agreement will contain language referring to the control of noxious weeds.
6) The following are the contacts for this project

   Landowner: Falcone Development
               18175 Mayberry Street
               Omaha, NE 68022

   Developer: Falcone Development
               18175 Mayberry Street
               Omaha, NE 68022

   Maintenance: Vistancia Home Owners Association, Inc.
   SID 598: Brett Beller
            11440 West Center Road, Suite C
            Omaha, NE 68114
            402-334-0700

This plan approved by the Douglas County Noxious Weed Control Authority:

[Signature] [Title] [Date]
WHEREAS, __________, recognizes that stormwater management facilities (hereinafter referred to as “the facility” or “facilities”) must be maintained for the development called Vistancia – Section 2 located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, __________ is the owner (hereinafter referred to as “the Owner”) of the property described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as “the Property”), and,

WHEREAS, the City of Omaha (hereinafter referred to as “the City”) requires and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, OMA-XXXXXXXX-XXX-P, (hereinafter referred to as “PCSMP”), be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, and

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the property owner agrees as follows:

1. The facility shall be constructed by the Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.

2. The Owner must develop and provide the “BMP Maintenance Requirements”, attached here to as Exhibit “B”, which have been reviewed and accepted by the City of Omaha or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.
3. The Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of Omaha or its designee.

4. The Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary. The City will require the Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Owner harmless from any damage by reason of the City’s negligent acts during such entry upon the property.

5. The Owner, its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of Omaha or its designee in its sole discretion, the City of Omaha or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of Omaha or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Owner harmless from any damage by reason of the City’s negligent during such entry upon the property.

6. The City of Omaha or its designee shall have the right to recover from the Owner any and all reasonable costs the City of Omaha expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligent acts of the City. Failure to pay the City of Omaha or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Omaha or its designee shall thereafter be entitled to bring an action against the Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

7. The Owner shall not obligate the City of Omaha to maintain or repair the facility or facilities, and the City of Omaha shall not be liable to any person for the condition or operation of the facility or facilities.

8. The Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit.
9. Based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of Omaha and the Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.

10. The Owner shall not in any way diminish, limit, or restrict the right of the City of Omaha to enforce any of its ordinances as authorized by law.

11. This Agreement shall be recorded with the Register of Deeds of Douglas County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

Dated this _____ day of ______________, 201_.

______

By: ________________________________

______, Member

STATE OF ______________ )

COUNTY OF ____________ ) ss.

On this ______ day of __________, 201_ before me, a Notary Public, in and for said County, personally came the above named: __________, __________, __________ who is personally known to me to be the identical person whose name is affixed to the above instrument and acknowledged the instrument to be his voluntary act and deed for the purpose therein stated.

WITNESS my hand and Notarial Seal the day and year last above written.

________________________________
Notary Public
Exhibit “A”

Project Information
Legal Description: __________
Subdivision Name: __________
Section: __________

Applicant Information
Business Name: __________
Business Address: __________
Representatives Name: __________
Representative’s Email: __________
Representative’s Phone: (402) 934-4029

BMP Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Identifier</th>
<th>Latitude/Longitude</th>
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</thead>
<tbody>
<tr>
<td>Detention Basin 1</td>
<td></td>
<td></td>
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Exhibit “B”

BMP Maintenance Plan
Vistancia
Lots 301-512 and Outlots J-L
Omaha, NE

OMA-XXXXXXXX-XXX-P

I. GENERAL BMP INFORMATION

<table>
<thead>
<tr>
<th>BMP ID Name</th>
<th>Location</th>
<th>Legal Description</th>
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</thead>
<tbody>
<tr>
<td>Detention Basin 1</td>
<td>See Exhibit ‘A’</td>
<td>See Exhibit ‘A’</td>
</tr>
<tr>
<td>Detention Basin 2</td>
<td>See Exhibit ‘A’</td>
<td>See Exhibit ‘A’</td>
</tr>
<tr>
<td>Detention Basin 3</td>
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<td>See Exhibit ‘A’</td>
</tr>
<tr>
<td>Detention Basin 4</td>
<td>See Exhibit ‘A’</td>
<td>See Exhibit ‘A’</td>
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</table>

II. BMP SITE LOCATION MAP
See Exhibit ‘A’

III. Routine Maintenance Tasks and Schedule

<table>
<thead>
<tr>
<th>Maintenance Tasks and Schedule</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trash/Debris Removal</td>
<td>Monthly</td>
</tr>
<tr>
<td>Inspect for Damage</td>
<td>Monthly</td>
</tr>
<tr>
<td>Repair any Damages</td>
<td>As Needed</td>
</tr>
</tbody>
</table>

IV. Maintenance Inspection Reports. Annual maintenance inspection reports must be commissioned by the property owner and provided to the City upon request. The first report shall be conducted one year following the final acceptance date of the Post Construction Stormwater Management Plan and each year thereafter on or before the acceptance anniversary date. All maintenance activities and inspection reports must be kept on file with the property owner for a minimum of five years. Annual maintenance inspection reports shall be performed by a registered Nebraska professional engineer, architect, or qualified professional.
September 26, 2018

Mr. Bradley Huyck  
Thompson, Dreessen and Dorner, Inc  
10836 Old Mill Valley Road  
Omaha, NE 68154

Subject: Outdoor Warning Siren for Vistancia development, located northwest of 204th and Fort Streets, Omaha, Nebraska

In response to your recent email inquiry to me dated August 14, 2018, the Douglas County Emergency Management Agency (DCEMA) has evaluated the existence and need for siren coverage for the above-mentioned plat known as Vistancia within the extra territorial jurisdiction of the City of Omaha, Nebraska. In accordance with current DCEMA Policy as adopted by the Douglas County Board of Commissioners Resolution, No. 703 on September 25, 2012, it has been determined that installation of new outdoor warning siren is required.

The location of the siren will be determined as project develops, and be in a location agreeable to both the developer and DCEMA. The location also needs to allow for legal and feasible access by local government and contractor vehicles to perform installation and maintenance. All tasks and expense associated with obtaining permits, easements, siren purchase, site preparation, siren installation and commissioning shall be borne by the developer. Either of two local contractors is acceptable for this work. Their contact information and specific requirements for installation are attached. Additional information will be forwarded by our office to the contractor of choice upon selection. Please keep our office informed as to the progress of this project.

If you have any questions, please give me a call.

Respectfully,

Paul W. Johnson  
Director

Cc: Omaha Parks and Recreation, Jennifer Cross  
Omaha Planning, Gail Knapp, Eric Englund  
Omaha Public Works, Ryan Haas, Tim Phelan  
Douglas County-Omaha GIS, Mike Schonlau  
Douglas County Environmental Services, Kent Holm, Doug Cook
VIA USPS
David Fanslau
Planning Director
City of Omaha Planning Department
1819 Farnam Street, Suite 1100
Omaha, NE 68183

RE: Vistancia Phase II - 204th & Fort Streets
Variance to the Present Development Zone Boundary

Dear Mr. Fanslau:

As part of the preliminary plat for the residential development located at the northwest corner of 204th & Fort Streets - Vistancia Phase II (the “Property”), on behalf of the project developer Falcone Land Development, LLC, its related affiliates, and/or successors in assigns in interest (the “Applicant”), we are requesting a variance to the current present development zone boundary (“PDZ”). The Property consists of approximately 81.64 acres, which development is the second phase of the Vistancia Subdivision, which initial phase received an approval for a variance to PDZ in 2018, and recently received is final plat approval from the City. The development will consist of an approximately 212 lot single family residential development.

As shown on PDZ Exhibit included with this Letter, the Property is located outside of the current PDZ boundary. We are requesting a variance to the PDZ boundary to include the Property, which was already contemplated in our initial variance request letter dated September 10, 2018.

We request this variance per the conditions stated in the Omaha Master Plan – Urban Development Element, page 29, Appendix 4.c. The “Programmed Construction Projects” in the current Sanitary Interceptor Sewer Element of the City’s Master Plan will serve the Property with the proposed construction of “Footnote #1 Sewer” which is in the 2015-2020 construction plan (see attached Exhibit). Applicant shall continue to work with SID 404 (who is currently leading the “Footnote #1 Sewer” installation project), and the City’s Public Works department on the proposed relocation of “Footnote #1 Sewer”.

Should you have any questions relating to this request, please contact me. Thank you.

Very truly yours,

[Signature]

Brent W. Beller

Cc: Jeff Elliott
   Tom Falcone
   Christian Kloster
Street Profiles

Vistancia Phase 2
Woodsonia Real Estate

211TH STREET STA: 0+450 TO STA: 15+00

211TH STREET STA: 15+00 TO STA: 30+00
VISTANCIA
LOTS 301 THROUGH 512 AND
OUTLOTS J THROUGH L
DOUGLAS COUNTY, NEBRASKA

LEGEND

- Proposed 8" Outfall Sewer
- Vistancia Phase 2

NOTES

1. This map is not to be used for construction.
2. All details should be verified with the original plans.
3. Legal description: Vistancia Phase 2.

LEGAL DESCRIPTION

[Details of legal description]

ENGENEER

[Signature]

VICTINY MAP

[Map of Vicinity]

PROGRESS PRINT

NOT TO BE USED FOR CONSTRUCTION

DATE PRINTED: November 8, 2019

THOMPSON, DREESSAN & DORNER, INC.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860  www.td2co.com

Vistancia Phase 2

Woodsonia Real Estate

Preliminary Plat

Exhibit A