Omaha City Planning Department

APPLICATION
SUBDIVISION PLAT

Name of Addition Bluestem Meadows SID # ____________

☐ Preliminary  ☐ Revised Preliminary  ☑ Final

Property
Owner(s) Greenhall Investments LLC 3615 N 120th St. Omaha, NE 68164 402.963.0710
Name Address Zip Phone #

Applicant Blondo 180 LLC 3615 N 120th St. Omaha, NE 68164 402.963.0710
Name Address Zip Phone #

Contact E & A Consulting Group, Inc. 10909 Mill Valley Road #100 Omaha, NE 68154 402.895.4700
Name Address Zip Phone #

kvohl@eacg.com

E-Mail Address

General Location/Address 2350 N 1080th St. (Attach Legal Description)

******************************************************************************

Total Area 50.586 (Acres) Total Lots 116

Existing Zoning AG Projected Total Taxable Valuation $42,845,000

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 (with Improvements)</th>
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<td>1-80,82-109</td>
<td>R4</td>
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<td>O.L. &quot;A&quot;-&quot;G</td>
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</table>

Total 116 50.586

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 444-3426.

Owner's Signature Kyle Vohl - As Agent for Owner

04/08/2019 Print or Type Name of Applicant
**SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

**PROJECT:** BLUESTEM MEADOWS  
**DEVELOPER:** GREENHALL INVESTMENTS, LLC  
**AREA (ACRES):** 50.59 AC  
**DATE:** 04/08/19  
**ESTIMATED BY:** ZETTERMAN  
**PROJECT NO.:** P2018.155.001  

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<th>ZONING:</th>
<th>SINGLE FAMILY</th>
<th>80 UNITS</th>
<th>Lots 1-80, 62-109 and 28 Villas</th>
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<tr>
<td>VILLAS</td>
<td>28 UNITS</td>
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<td>MULTIFAMILY</td>
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<tr>
<td>MIXED USE</td>
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<td>OUTLOTS</td>
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<td>PARK LOT</td>
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**BLUESTEM MEADOWS PHASE I FINAL PLAT**

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<th>CONSTRCT.</th>
<th>TOTAL</th>
<th>PRIVATE</th>
<th>SPECIAL ASSESS.</th>
<th>G.O. REIMBURS.</th>
<th>G.O. NON-REIMB</th>
<th>FUTURE or BY OTHERS</th>
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<td>PAVING (INTERIOR SINGLE FAMILY RESIDENTIAL)</td>
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<td>$337,350</td>
<td>$221,630</td>
<td>$115,720</td>
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<td>PAVING (INTERIOR SOUTH OF BIG ELK)</td>
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<td>ADMINISTRATIVE FEE (1%)</td>
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<td>GRADING</td>
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<td><strong>TOTALS</strong></td>
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<td><strong>$644,410</strong></td>
<td><strong>$3,087,020</strong></td>
<td><strong>$320,770</strong></td>
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<td><strong>$38,587.75</strong></td>
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**VALUATION:**  
- **SINGLE FAMILY:** 80 Units @ $450,000.00 = $36,000,000  
- **VILLAS:** 28 Units @ $325,000.00 = $9,100,000  
- **MULTIFAMILY:** 0 Units @ $85,000.00 = $0  
- **MIXED USE:** 0 S.F. @ $165.00 = $0  
- **TOTAL:** $45,100,000  
- **G.O. DEBT RATIO @ 95% VALUE:** $1,659,639 / $42,845,000 = 3.87%

**NOTES:**  
(1) PCSMP outlet purchase to take place once District is fiscally able.  
(2) Blondo Street and 180th Street contributions are based upon an equivalent cost to widen the existing asphalt road to 3 lanes.  
(3) Park fees includes costs for installing of round rail fence along Lot 81, purchase of Lot 81 for park ground and payment to SID No. 570 at percentage of total fo 80 of 480 acres using the park area when SID is available.

**REVISION LOG:**  
- 11/5/2018 Updated to look at alternative phasing by looking at moving MF in SW to Phase 1  
- 11/18/2018 Revised to look at alternative phasing with SF in southwest corner in Phase 1  
- 2/18/2019 Added grading bid less the RCP PCSMP costs as they will be paid by SID through storm sewer  
- 2/28/2019 Separated Large Lot and Villas Valuation  
- 4/9/2019 Revised for final plat submittal
LEGAL DESCRIPTION


BEGINNING AT THE NORTHWEST CORNER OF SAID NE1/4 OF THE SE1/4 OF SECTION 08, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 347, BLONDO RIDGES, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 08, SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF LOT 47, SPRUCE 180, A SUBDIVISION LOCATED IN THE NE1/4 OF SAID SECTION 08; THENCE N87°14’21”E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 08, SAID LINE ALSO BEING THE SOUTH LINE OF SAID SPRUCE 180, A DISTANCE OF 1,079.36 FEET TO THE SOUTHEAST CORNER OF OUTLOT "G", SAID SPRUCE 180, SAID POINT ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LOCUST STREET; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF LOCUST STREET ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) THENCE S88°15’55”E, A DISTANCE OF 12.19 FEET; (2) THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 250.00 FEET, A DISTANCE OF 150.43 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S75°30’12”E, A DISTANCE OF 148.17 FEET; (3) THENCE N88°15’31”E, A DISTANCE OF 57.07 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF LOCUST STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF 180TH STREET; THENCE S02°55’35”E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 180TH STREET, A DISTANCE OF 1,224.19 FEET; THENCE N48°56’19”W, A DISTANCE OF 17.36 FEET; THENCE S85°03’16”W, A DISTANCE OF 265.03 FEET; THENCE S40°03’16”W, A DISTANCE OF 17.68 FEET; THENCE S85°03’16”W, A DISTANCE OF 65.00 FEET; THENCE N49°56’44”W, A DISTANCE OF 17.68 FEET; THENCE S85°03’16”W, A DISTANCE OF 13.00 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 31.94 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°37’46”W, A DISTANCE OF 31.91 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 600.00 FEET, A DISTANCE OF 151.69 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S88°57’42”W, A DISTANCE OF 151.29 FEET; THENCE S79°43’08”W, A DISTANCE OF 5.78 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 699.59 FEET, A DISTANCE OF 239.54 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S89°31’41”W, A DISTANCE OF 238.38 FEET; THENCE S07°26’55”E, A DISTANCE OF 65.00 FEET; THENCE N49°56’44”W, A DISTANCE OF 132.48 FEET; THENCE S15°04’02”E, A DISTANCE OF 12.27 FEET; THENCE S03°01’35”W, A DISTANCE OF 108.26 FEET; THENCE S30°10’34”W, A DISTANCE OF 123.61 FEET; THENCE S31°33’26”E, A DISTANCE OF 85.18 FEET; THENCE N06°44’44”E, A DISTANCE OF 1825.92 FEET TO A POINT ON THE EASTERN LINE OF OUTLOT "O", SAID BLONDO RIDGES; THENCE ALONG SAID EAST LINE OF BLONDO RIDGE, SAID LINE ALSO BEING SAID EAST LINE OF BLONDO RIDGE REPLAT 1 ON THE FOLLOWING NINE (9) DESCRIBED COURSES: (1) THENCE N77°50’06”W, A DISTANCE OF 140.89 FEET; (2) THENCE N31°47’53”W, A DISTANCE OF 184.60 FEET; (3) THENCE N58°12’07”E, A DISTANCE OF 31.17 FEET; (4) THENCE N31°47’53”W, A DISTANCE OF 106.08 FEET; (5) THENCE N28°01’28”W, A DISTANCE OF 164.20 FEET; (6) THENCE N15°15’02”W, A DISTANCE OF 77.50 FEET; (7) THENCE N09°30’27”W, A DISTANCE OF 77.50 FEET; (8) THENCE N04°05’56”W, A DISTANCE OF 78.37 FEET; (9) THENCE N02°53’30”W, A DISTANCE OF 1,825.92 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 2,203,521 SQUARE FEET OR 50.586 ACRES, MORE OR LESS.
APPLICATION
SUBDIVISION PLAT

Name of Addition  Bluestem Meadows  SID #

☐ Preliminary  ☐ Revised Preliminary  ☐ Final

Property Owner(s)  Greenhall Investments LLC  3615 N 120th St, Omaha, NE  68164  402.963.0710
Name  Address  Zip

Applicant  Blondo 180 LLC  3615 N 120th St, Omaha, NE  68164  402.963.0710
Name  Address  Zip

Contact  E & A Consulting Group, Inc.  10909 Mill Valley Road #100 Omaha, NE  68154  402.895.4700
Name  Address  Zip

kvohl@eacg.com  Phone #

General Location/Address  2350 N 1080th St.  (Attach Legal Description)

Total Area  74.811 (Acres)  Total Lots  128

Existing Zoning  AG  Projected Total Taxable Valuation $68,974,275

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>1-80,82-109</td>
<td>R4</td>
<td>108</td>
<td>32.845</td>
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</table>

☐  ☐  ☐
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 444-3426.

Owner’s Signature  Kyle Vohl - As Agent for Owner

04/08/2019  Print or Type Name of Applicant
# SUMMARY OF ESTIMATED CONSTRUCTION COSTS

**Project:** Bluestem Meadows  
**Developer:** Greenhall Investments, LLC  
**Area (Acres):** 88.39 AC  
**Zoning:** Single Family Villas, Multi-family Villas, Mixed Use Outlots  
**Jurisdiction:** Omaha  
**Date:** 04/08/19  
**Estimated by:** Zettermann  
**Project No.:** P2018.155.001

## Bluestem Meadows Total Preliminary Plat & Phase I Final Plat

<table>
<thead>
<tr>
<th>Item</th>
<th>Constrct.</th>
<th>Total</th>
<th>Private</th>
<th>Special Assess.</th>
<th>G.O. Reimburs.</th>
<th>G.O. Non-Reimb.</th>
<th>Future or By Others</th>
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<td><strong>Paving (Big Elk Parkway)</strong></td>
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<td>$221,630</td>
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<td>$115,720</td>
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<td>$81,076</td>
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<td><strong>Parkway Amenities &amp; Acquisition</strong></td>
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**Totals:** $6,381,171 $8,408,051 $644,410 $3,784,560 $106,802 $2,750,647 $800,871

## Valuation

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### Notes:
1. PCSMP outlet purchase to take place once District is fiscally able.
2. Blondo Street and 180th Street contributions are based upon an equivalent cost to widen the existing asphalt road to 3 lanes.
3. Reimbursable exterior water cost is for future developments.

**Revision Log:**

---

## Notes:

- (1) PCSMP outlet purchase to take place once District is fiscally able.
- (2) Blondo Street and 180th Street contributions are based on an equivalent cost to widen the existing asphalt road to 3 lanes.
- (3) Reimbursable exterior water cost is for future developments.

---

E & A Consulting Group  
330 N. 117th Street, Omaha, NE 68154  
Phone: (402) 895-4700  
Fax: (402) 895-3599
LEGAL DESCRIPTION


BEGINNING AT THE NORTHWEST CORNER OF SAID NE1/4 OF THE SE1/4 OF SECTION 08, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 347, BLONDO RIDGES, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 08, SAID POINT ALSO BEING ON THE SOUTH LINE OF SPRUCE 180, A SUBDIVISION LOCATED IN THE NE1/4 OF SAID SECTION 08; THENCE N87°14'21"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF SECTION 08, SAID LINE ALSO BEING SAID SOUTH LINE OF SPRUCE 180, A DISTANCE OF 1,287.83 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 180TH STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 180TH STREET ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) THENCE S02°55'53"E, A DISTANCE OF 2,582.28 FEET; (2) THENCE S28°03'27"W, A DISTANCE OF 29.13 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF 180TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF BLONDO STREET; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BLONDO STREET ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) THENCE S87°09'50"W, A DISTANCE OF 666.14 FEET; (2) THENCE N02°53'30"W, A DISTANCE OF 27.00 FEET; (3) THENCE S87°09'50"W, A DISTANCE OF 262.39 FEET TO EAST LINE OF SAID BLONDO RIDGES; THENCE ALONG SAID EAST LINE OF BLONDO RIDGES ON THE FOLLOWING THREE (10) DESCRIBED COURSES: (1) THENCE N02°50'10"W, A DISTANCE OF 70.68 FEET; (2) THENCE N77°50'06"W, A DISTANCE OF 140.89 FEET; (3) THENCE N31°47'53"W, A DISTANCE OF 184.60 FEET; (4) THENCE N58°12'07"E, A DISTANCE OF 31.17 FEET; (5) THENCE THENCE N31°47'53"W, A DISTANCE OF 106.08 FEET; (6) THENCE N28°01'26"W, A DISTANCE OF 164.20 FEET; (7) THENCE N15°15'02"W, A DISTANCE OF 77.50 FEET; (8) THENCE N09°30'27"W, A DISTANCE OF 77.50 FEET; (9) THENCE N04°05'56"W, A DISTANCE OF 78.37 FEET; (10) THENCE N02°53'30"W, A DISTANCE OF 1,825.92 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3,258,758 SQUARE FEET OR 74.811 ACRES, MORE OR LESS.
### SUMMARY OF ESTIMATED CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>PROJECT NO.: P2018.155.001</th>
</tr>
</thead>
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**PROJECT:** BLUESTEM MEADOWS  
**ZONING:** SINGLE FAMILY 80 UNITS  
Lots 1-80, 82-109  
**DEVELOPER:** GREENHALL INVESTMENTS, LLC  
**AREA (ACRES):** 50.59 AC  
**LAWTHERED: OMAHA**  
**DATE:** 04/08/19  
**ESTIMATED BY:** ZETTERMAN  

#### BLUESTEM MEADOWS PHASE I FINAL PLAT

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<th>G.O. NON-REIMBT</th>
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**TOTALS** | **$4,708,985** | **$6,146,504** | **$644,410** | **$3,087,020** | **$320,770** | **$1,659,839** | **$434,464** |

**SPECIALS SINGLE FAMILY PER UNIT** $36,567.75

**NOTES:**

1. PCSMP outlot purchase to take place once District is fiscally able.
2. Blonde Street and 180th Street contributions are based upon an equivalent cost to widen the existing asphalt road to 3 lanes.
3. Park fees includes costs for installing of round rail fence along Lot 81, purchase of Lot 81 for park ground and payment to SID No. 570 at percentage of total fo 80 of 480 acres using the park all when SID is al.

**REVISION LOG:**

11/5/2018 Updated to look at alternative phasing to look at moving MF in SW to Phase 1
11/18/2018 Revised to look at alternative phasing with SF in southwest corner in Phase 1
2/18/2019 Added grading bid less the RCP PCSMP costs as they will be paid by SID through storm sewer
Accounted for 28 Villa lots
2/28/2019 Separated Large Lot and Villas Valuation
4/9/2019 Revised for final plat submittal
<table>
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<tr>
<th>ITEM</th>
<th>CONSTR.</th>
<th>TOTAL</th>
<th>PRIVATE</th>
<th>SPECIAL ASSESS.</th>
<th>G.O. REIMBURS.</th>
<th>G.O. NON-REIM</th>
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**SUMMARY OF ESTIMATED CONSTRUCTION COSTS**

**PROJECT:** BLUESTEM MEADOWS

**ZONING:** SINGLE FAMILY 0 UNITS

**DEVELOPER:** GREENHALL INVESTMENTS, LLC

**AREA (ACRES):** 37.80 AC

**LOCATION:** OMAHA

**DATE:** 04/08/19

**ESTIMATED BY:** ZETTERMAN

**PROJECT NO.:** P2018.155.001

**G.O. DEBT RATIO (95% VALUATION) =**

@ 95% VALUE

$1,090,808 / $26,129,275 = 4.17%

**NOTES:**

(1) PCSMP outlet purchase to take place once District is fiscally able.

(2) Blondo Street and 180th Street contributions are based upon an equivalent cost to widen the existing asphalt road to 3 lanes

(3) Reimbursable exterior water cost is for future developments

**REVISION LOG:**

2/18/2019 Incorporated E&A 2/4/2019 site plan for MF and MU east of drainage
### SUMMARY OF ESTIMATED CONSTRUCTION COSTS

**PROJECT:** BLUESTEM MEADOWS  
**DEVELOPER:** GREENHALL INVESTMENTS, LLC  
**AREA (ACRES):** 88.39  
**DATE:** 04/08/19  
**ESTIMATED BY:** ZETTERMAN  

**PROJECT NO.:** P2018.155.001  
**VALUATION: SINGLE FAMILY 80 Units @ 450,000.00 = $36,000,000  
VILLAS 28 Units @ $325,000.00 = $9,100,000  
MULTIFAMILY 224 Units @ $85,000.00 = $19,040,000  
MIXED USE 51,300 S.F. @ $165.00 = $8,464,500  
**TOTAL $72,604,500  
**G.O. DEBT RATIO @ 95% VALUE:** 2,750,647 / 66,974,275 = 3.99%

### BLUESTEM MEADOWS TOTAL PRELIMINARY PLAT & PHASE I FINAL PLAT

<table>
<thead>
<tr>
<th>ITEM</th>
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<th>G.O. NON-REIMB</th>
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**NOTES:**
1. PCSMP outlet purchase to take place once District is fiscally able.
2. Blonde Street and 180th Street contributions are based upon an equivalent cost to widen the existing asphalt road to 3 lanes
3. Reimbursable exterior water cost is for future developments

**REVISION LOG:**
November 6, 2018

Terry Hansen
E & A Consulting
10909 Old Mill Valley Road #100
Omaha, NE 68154

Subject: Outdoor Warning Siren for Bluestem Meadows Subdivision, located northwest of 180th and Blondo Street, Douglas County, Nebraska

In response to your email request dated November 2, 2018, the Douglas County Emergency Management Agency (DCEMA) has evaluated the existence and requirement for siren coverage for the above-mentioned plat Bluestem Meadows subdivision.

In accordance with current DCEMA policy, it has been determined that installation of a new outdoor warning siren is not required. On occasion, developers and associations inquire as to the option to purchase and install additional outdoor warning sirens. If the developer desires to purchase an additional siren, DCEMA will assist by providing siren requirements to ensure proper purchase, installation and integration within the current activation system. Once the siren is installed DCEMA will be responsible for testing and activating the siren until further notice.

If the development should ever be renamed, that information needs to be e-mailed to me for proper reference in our files.

If you have any questions, please feel free to contact our office at the phone number listed.

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
April 8, 2019

Michael Carter
City of Omaha Planning Department
1819 Farnam Street, Suite 1100
Omaha, NE 68183

RE: Bluestem Meadows – Revised Preliminary and Final Plat Submittal

Michael,

On behalf of E & A Consulting Group, Inc. and our client, Blondo 180, LLC, we are hereby submitting the above referenced project. This submittal includes changes made to address the January 2019 Planning Board Recommendation Report (case number C10-18-247, C12-18-248). Below are our responses to the Recommendation Report:

1. The right-of-way for Street F – now 181st Street – has been revised to be 65’ wide instead of 50’. It is understood that the sides of multifamily and commercial buildings along the parkway will need to be of similar appearance to the front of the building. We have not flipped the residential lots on the north of Big Elk Parkway to front the parkway. The elevations of Miami Street are 10’ or more higher than Big Elk Parkway which does not suit a south facing ranch or two story product. We feel that facing these lots onto the parkway separates them from the rest of the single-family lots and leaves them fronting commercial and multifamily lots. To screen the rear yards and create the “boulevard” feel, the plat includes an outlot along the north side of Big Elk Parkway which will include substantial landscaping.

2. A final traffic study has been completed for this project. Recommended improvements have been shown on the exhibits and are being coordinated with Douglas County to best work with their 180th and Blondo Street project.

3. As mentioned above, the ROW width for Street F – now 181st Street – has been revised to 65’.

4. A noise attenuation easement has been added to the plat that includes all ground within 115’ of the future centerline of 180th Street (39’ from the west ROW line of 180th Street).

5. To date, we have not received any information on specific easements requested by Douglas County. Once received, we will coordinate getting the proposed easement from Douglas County for project C-28(434) added to the plat.

6. Rough grading will be coordinated with Douglas County for properly tying into ultimate grades for 180th Street and Blondo Streets. Required permitting will be acquired from the County.

7. All necessary permits will be obtained from Douglas County as required for connections, grading, work in the right-of-way, etc.

8. The requested notes have been added to the preliminary plat as related to ROW access and right-in/right-out movements.

9. Temporary turn-arounds will be constructed with the paving plans as necessary.

10. A speed hump has been added to Big Elk Parkway to calm traffic and make the trail crossing safer.

11. A contribution to the 180th and Blondo Streets Douglas County Project C-28(434) is included in the source and use of funds.
12. We will coordinate with Public Works on an acceptable GO paving plan.
13. A median has been added to Galloway Street to restrict the access to Lot 114 to be right-in/right-out. We will coordinate with Public Works to ensure that this is adequate and on 181st Street.
14. It is understood that sidewalks are required along all street frontages.
15. Due to a large difference in elevation between the location of the lift station and the north lot line of Bluestem Meadows, providing a sanitary sewer connection to Spruce 180 is not practical and would require sanitary sewers in excess of 30' for a significant distance.
16. Storm sewer design computations and final plans will be submitted to Douglas County.
17. Outlots have been designed to accommodate either the 3:1 + 20' section or the 100-year storm flow (whichever is greater).
18. The development and its design will comply with all applicable stormwater management ordinances and policies.
19. As mentioned in #1 above, we do not believe that it is the best option to front any single family lots onto Big Elk Parkway as it faces residential lots into the commercial area and separates them from the rest of the single family development. To create more separation from the rear of these lots and the parkway, the developer has dedicated an outlot, equal in width to the no-build requirement that will be landscaped to enhance the look and feel of the parkway.
20. The development will work with the Parks Department and the Parks and Recreation Advisory Board to coordinate the boulevard design, plans and cost estimate for approvals prior to bidding.
21. The development will work with adjacent SID's and the Omaha Parks Department and Planning staff to coordinate the design and construction of Park 35e. A reimbursement to SID 570 has been shown in the source and use of funds.
22. The development will coordinate the construction of a round rail fence along the park frontage in accordance with the Parks Department's standard detail. This expense is shown in the source and use of funds.
23. The draft subdivision agreement spells out the use, ownership and maintenance of the proposed outlots. This language will be coordinated with the Planning Department and Public Works during the review process of the subdivision agreement.
24. It is our opinion that Outlot G does not benefit Bluestem Meadows and we currently do not plan to purchase this ground.
25. A preliminary wetlands evaluation is included with this submittal.
26. The source and use of funds included in this submittal has a debt to value ratio that is less than 4%.
27. Street names have been updated on the plats included in this submittal. We will work with the Planning Department to make any changes that might be necessary.

All documents included are listed on the attached transmittal. If you have any questions regarding this application, please contact me at 402-895-4700.

Sincerely,

Kyle Vohl, PE
E & A Consulting Group, Inc.
November, 02 2018

Re: Noxious Weed Plan
Preliminary Plat Submittal
"Bluestem Meadows"
E & A File No. P2018.156.001 (Gen.)

Dear Eric:

Here is the Noxious Weed Control Plan for "Bluestem Meadows" 2350 N 1080th St.

1.0 PRIOR TO GRADING OPERATIONS
1.1 Row crop or cover crop will be planted, maintained and harvested following standard farming practices.
1.2 The site or portion of the site that does not have a row crop or cover crop will be maintained as follows:
   1.2.1 The site will be mowed to a maximum 6" height, a minimum of three times during the growing season.
   1.2.2 The site will be inspected three times per year for identification of noxious weeds by personnel knowledgeable in the identification of plant materials designated as noxious weeds by the State of Nebraska.
   1.2.3 Any areas identified as having noxious weeds on the site will have those areas of weeds controlled either through removal of the plants, mowing or application of a herbicide, using whichever method is appropriate for the site and plant.

(cont. next page)

2.0 DURING SITE GRADING OPERATIONS
2.1 Portions of the site that are bare ground and are undergoing active site grading will not have a noxious weed control program.
2.2 Any portion of the site not undergoing active site grading will have a noxious weed control program as
per Section 1.0.
2.3 Other requirements by Noxious Weed Control Authority pertaining to grading site (if necessary):
Make sure Boundary areas receive noxious weed control throughout the grading period.

3.0 AFTER SITE GRADING OPERATIONS
3.1 A noxious weed control program will be instituted and maintained on the site as per Section 1.0
3.2 The noxious weed control program will continue on the site or portions of the site until and through
final site development, which shall be considered as 75% of building sites built upon.

4.0 RECORD KEEPING
4.1 The owner shall maintain records of all activities of the noxious weed control program for the site
including but not limited to records of crops and farming practices, mowing schedules, inspection reports
and weed control measures and methods.

5.0 NOXIOUS WEED CONTROL AUTHORITY NOTES:
5.1 Noxious Weed Infestations- This property has had no past history of any noxious weed infestations.
With new developments nearby, small infestations on those properties may cause future infestations.
Please monitor accordingly.
5.2 Because Douglas County Zoning Regulations require that all weeds (noxious & nuisance) on
subdivided must remain under 24” tall the mowing and observations are to continue until all of the lots are
sold or built upon. The subdivision agreement and the HOA agreement will both contain language
referring to the control of noxious weeds.

(6) PROJECT CONTACT:

Owner: Blondo 180 LLC
3815 N 120th St.
Omaha, NE 68154

Maintenance: Owner
SID: To be established
HOA: To be established
This plan approved by the Douglas County Noxious Weed Control Authority

Signature: Weed Superintendent     Date: 11-20-18
SUBDIVISION AGREEMENT
Bluestem Meadows (Lots 1 – 109 and Outlots “A” Thru “G” Inclusive)

THIS AGREEMENT, made and entered into this _____ day of _______________ , 2019, among Blondo 180, LLC, a Nebraska corporation, (hereinafter referred to as "Subdivider"), The Bluestem Meadows Homeowners Association, (hereinafter referred to as “Association”) SANITARY AND IMPROVEMENT DISTRICT NO ____ 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 Bluestem Meadows Homeowners Association, Inc. comprised of the property owners of Lots 1 – 80 & 82 – 109 and Outlots “A”, “C”, “E” & “G”, Bluestem Meadows; 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. Outlots “B”, “D” and “F” are used for post-construction stormwater management and therefore are not building sites and shall be owned and maintained by the District and its successors or assigns after annexation. Outlots “A”, “C”, “E” and “G” are open space, drainage and landscaping areas and therefore are not building sites and shall be owned and maintained by the Association, the Subdivider, his successors or assigns.

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 E & A Consulting Group, Inc., 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 E&A Consulting Group, Inc., 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 E&A Consulting Group, Inc., 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.
H. A 6’ wide concrete trail and landscaping shall be constructed within Big Elk Parkway right of way in accordance with the Parks Master Plan of the City of Omaha. Plans shall be approved by the Omaha Parks Department prior to construction.

I. Blondo Street and 180th Street at the property frontage shall be improved to a multi-lane roadway as designed and constructed by Douglas County. District is authorized to enter into an interlocal agreement with adjacent SID’s and Douglas County for sharing of costs of these improvements. An executed copy of this agreement shall be provided to the City prior to recording the final plat.

J. The Subdivider agrees to grade the subdivision so that the elevation at the property line adjacent to Blondo Street and 180th Street shall meet the proposed grade established by the Douglas County Engineer for a five-lane section road. Sections shall be submitted to the Douglas County Engineer and elevations certified by E&A Consulting Group, Inc. 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.

K. 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 E&A Consulting Group, Inc., 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-20190222-4567-P to these plans.

L. 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 District 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.
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.

The District is authorized to pay $320,770.42 in BIG ELK PARKWAY improvements. The District is entitled to an estimated reimbursement of $320,770.442, based upon the estimate shown in the attached Exhibit “K”. Actual reimbursement will be adjusted to reflect final soft and construction costs. The City will reimburse the District only as monies are available in the Trail and Boulevard fund and in chronological order of the date of the final plat. It is understood by the District and the City that the source of repayment shall be limited to the Trail and Boulevards account of the Park Development Fund. The District is not promised payment from the City for any other grant, reimbursement nor annexation. The District shall request reimbursement from the City upon completion of the project and provide supporting cost documentation.

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 1 – 80 & 82 – 109, Residential, | $20,234.40 |
| 50.586 Acres @ $400.00 per acre | |
| TOTAL: | $20,234.40 |

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 $24,820, 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 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 $1,889,596, as shown on the Source & Use of Funds, Exhibit “D”. The District valuation is estimated to be $42,845,000, as shown on Exhibit “D”, for a debt ratio of 4.41%. 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 $11,889,596, 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 territory of the District, the District shall not, until the earlier of (i) final annexation, or (ii) nine (9) months from the District’s receipt of written notice of intent of annexation, enter into any contract that is in excess of $20,000 of budgeted expenditures or that exceeds one year in duration, unless and until such contract is first approved by the City Engineer or their designee. 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 obligations 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 2018, the fee would be as follows:

Lots 1 – 80 & 82 – 109, Single Family or Duplex Residential,
108 Units @ $1,298.00          $140,184.00
TOTAL:                      $140,184.00

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 1 – 80 & 82 – 109, Single Family or Duplex Residential,
108 Units @ $908.00 $98,064.00

TOTAL: $98,064.00

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. Outlots “A”, “C”, “E” and “G” shall be used for open space, drainage, trails and landscaping areas and will be owned and maintained by the Association. Outlots “B”, “D”, “F” shall be used for Post Construction Stormwater Management (PCSMP) and will be owned and maintained by the District.

C. 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
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.

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

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

F. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".

G. Douglas County project C-28(434) is for the completion of a new bridge over Union Pacific Railroad and Old Lincoln Highway. Douglas County will lead the project which includes the designs, plans and specifications for the Improvements, acquiring right-of-way and easements and bid letting. The District shall contribute to Douglas County an amount determined as stated below at the later of __________, or the completion of the 180th Street bridge project by Douglas County.

It is understood and agreed amongst the Parties that this Agreement may be amended from time to time to include other political subdivision of the State of Nebraska to participate in the cost of the Improvements.

Section I (I) of this agreement states that SID No. ___ shall enter into an interlocal agreement with Douglas County for a contribution to the Blondo Street and 180th Street improvements along the south and east frontage of SID No. ____ to be constructed by Douglas County. The Source and Use of Funds, attached hereto as Exhibit D, identifies the agreed contribution towards Douglas County project C-28(434). These costs are understood to be a 100% general obligation cost to the District.
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:

CITY OF OMAHA

______________________________________________
CITY CLERK                                      Date

______________________________________________
MAYOR                                          Date

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. ______ OF DOUGLAS CO., NEBRASKA

______________________________________________
CLERK                                          Date

______________________________________________
CHAIRMAN                                       Date

ATTEST:

______________________________________________
ASSOCIATION

______________________________________________
PRESIDENT

APPROVED AS TO FORM

______________________________________________
Subdivider                                     Date

______________________________________________
CITY ATTORNEY                                  Date
On this ____th day of _____________, 2019, 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 ____________________
SUBDIVISION AGREEMENT EXHIBIT

EXHIBIT A      FINAL PLAT
EXHIBIT B      PAVING & STORM SEWER
EXHIBIT C      SANITARY SEWER
EXHIBIT D-1    SOURCE & USE OF FUNDS, VALUATION AND SOFT COSTS
EXHIBIT E      SEDIMENT & EROSION CONTROL PLAN
EXHIBIT F      TREE MITIGATION PLAN
EXHIBIT G      POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT H      POST-CONSTRUCTION STORMWATER MAINTENANCE REQUIREMENTS
EXHIBIT I      POST-CONSTRUCTION STORMWATER MAINTENANCE AGREEMENT
EXHIBIT J      BIG ELK PARKWAY IMPROVEMENTS COST ESTIMATE
**BLUESTEM MEADOWS**

**LOTS 1 THRU 9 AND OUTLOTS "A" THRU "G" INCLUSIVE**

A tract of land located part of the NE 4 of the SW 1/4 of the SE 1/4 of the NE 1/4 of the 9th Pct, 16th Range, Township 2 North, Range 7 West of the 5th Pct, Douglas County, Nebraska.

---

### CENTERLINE CURVE TABLE

<table>
<thead>
<tr>
<th>LENGTH</th>
<th>DELTA</th>
<th>1ST HOE</th>
<th>2ND HOE</th>
<th>3RD HOE</th>
</tr>
</thead>
<tbody>
<tr>
<td>60.00'</td>
<td>17.43'</td>
<td>17.36'</td>
<td>17.54'</td>
<td>17.95'</td>
</tr>
<tr>
<td>103.93'</td>
<td>17.54'</td>
<td>17.36'</td>
<td>17.43'</td>
<td>17.95'</td>
</tr>
</tbody>
</table>

---

**NOTES:**

1. **ACCESS EASEMENT** 255.56' (73.47') 22.50' 82.72' 141.89' 2725.

2. **AN EXIST. SECTION LINES**
   - Lot Line
   - Lot 347, Blondo Ridges, a subdivision located in said SE1/4.

3. **BEING THE NORTHEAST CORNER OF LOT 347, BLONDO RIDGES, A SUBDIVISION LOCATED IN SAID SE1/4**.

4. **CENTURYLINK AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE**

---

**LEGAL DESCRIPTION:**

- The paragraph above describes the legal description of the property.
- The property is located in the NE 4 of the SW 1/4 of the SE 1/4 of the NE 1/4 of the 9th Pct, 16th Range, Township 2 North, Range 7 West of the 5th Pct, Douglas County, Nebraska.

---

**BOND HAS BEEN FURNISHED TO THE CITY OF OMAHA TO ENSURE PLACING OF PERMANENT MONUMENTS**

- The bond ensures that permanent monuments have been placed on the boundary of the tract as shown on this plat.
- The bond also guarantees that the plat is accurate and up-to-date.

---

**ATTEST:**

- ______________________________

---

**EXHIBIT "K"**

- The exhibit "K" refers to a specific plat or document related to the property.
- The exhibit is likely a legal document or plan used in the transaction or recording of the property.
**Name of Addition:** PRIVADA  
**Source and Use of Funds:**  
(Provide separate sheet for the preliminary plat and for each final plat phase)

<table>
<thead>
<tr>
<th>PROPOSED IMPROVEMENTS</th>
<th>CONSTRUCTION</th>
<th>FINANCING(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>QUANTITY</td>
<td>TOTAL COST</td>
</tr>
<tr>
<td>STORM SEWER</td>
<td>5,675</td>
<td>$637,300</td>
</tr>
<tr>
<td>PERMANENT DET. PURCHASE</td>
<td>$184,015</td>
<td>$220,818</td>
</tr>
</tbody>
</table>

| SANITARY SEWER        |              |              |                      |                      |                      |
|                       | OUTFALL     | 0            | 0                    | 0                    |                      |
|                       | INTERIOR    | 612,670      | 857,740              | 857,740              |                      |

| PAVING                |              |              |                      |                      |                      |
|                       | MINOR        | 987,530      | 1,362,800            | 211,770              | 1,151,030            | 0 | 0 |
|                       | COLLECTOR   | 244,460      | 337,350              | 115,720              | 221,630              |              |              |
|                       | MAJOR CONTRIBUTION | 189,398 | 265,140              | 132,570              | 0 | 132,570 |
|                       | FUTURE SIGNALIZATION | 0 | 0 | 0 | 0 |

| PARKS                 |              |              |                      |                      |                      |
|                       | ACQUISITION  | 22,127       | 26,552               | 0                    | 26,552               | 0 |
|                       | IMPROVEMENTS | 45,437       | 54,524               | 0                    | 54,524               | 0 |
|                       | FEE          | 43,200       | 51,940               | 51,940               |                      | 0 |
|                       | PARKWAY AMENITIES | 236,411 | 320,770              | 0                    | 320,770              | 0 |

| WATER AND GAS         |              |              |                      |                      |                      |
|                       | INTERIOR     | 9,200        | 503,150              | 664,160              | 0 | 664,160 |
|                       | OFF-SITE FEE | 188,280      | 225,936              | 225,936              | 0 | 0 |

| ADMINISTRATIVE FEE    |              |              |                      |                      |                      |
|                       | 1%           | 24,820       | 29,783               | 29,783               | 29,783               | 0 |

| ELECTRICITY           |              |              |                      |                      |                      |
|                       | 145,800      | 192,460      | 192,460              |                      |                      |

| TOTAL                 |              |              |                      |                      |                      |
|                       | $4,064,575   | $5,502,094   | $1,659,839           | $3,116,803           | $320,770             | $434,464 |

**PER LOT COST (207 LOTS)**

$15,057.02

(1) Total cost includes the addition of legal, engineering, fiscal fees and interest.  
(2) Attach a statement of assumptions used as a basis for preliminary projections.  
(3) Signallization is assumed to be a future cost and is not shown as a part of the debt to value ratio.

**VALUATION PRIVADA TOTAL @ 95%:**

<table>
<thead>
<tr>
<th>UNITS</th>
<th>@ VALUE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 UNITS</td>
<td>@ $450,000</td>
<td>$36,000,000</td>
</tr>
<tr>
<td>28 UNITS</td>
<td>@ $325,000</td>
<td>$9,100,000</td>
</tr>
<tr>
<td>0 UNITS</td>
<td>@ $85,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

**95% VALUATION:** $42,845,000

**95% VALUATION DEBT RATIO:** 3.87%
INTRODUCTION

Bluestem Meadows is located in the Northern section of the 192nd & Blondo
intersection. It is the direct West of 192nd Street and South of the Blondo Street. This
development will fill a critical role in the Agate area. This site will accommodate on the first
survey, which was planted in core throughout the entire site.

The total area of combined tree canopy being removed is 0 SF.

The existing vegetation on the site currently exists more planted in core throughout the
entire site, which does not create any kind of natural canopy. For Section 15 of the
Douglas County "Conservation Design Guidelines" up to 25% of the existing tree
canopy may be removed. Furthermore, removed tree canopy must be mitigated at a 2:1
towards mitigation credits, which equals 500 SF of canopy.

The total combined existing canopy on the site occupies 0 SF.

MUTIGATION CALCULATION TABLE

| Total tree removal area | 0 sq ft |
| Removal allocation (2:1) | 0 sq ft |
| Remaining area to be mitigated | 0 sq ft |
| Total trees to be mitigated | 0 trees |
| 2011 (phantal guidelines 2:1 ratio) | 0 trees |
EXHIBIT “H” cont.
BMP Maintenance Requirements

BLUESTEM MEADOWS
Douglas County
180th Street and Blondo Street
PCSMP Permit # OMA-20190222-4567-P
Grading Permit # OMA 20190222-4567-GP1

I. Site Data: Total Site Area _74.6 Ac._
Disturbed Area _69.7 Ac._    Undisturbed Area _4.9 Ac._
Impervious Area Before Construction _0 %_
Impervious Area After Construction _55 %_

II. General BMP Information

<table>
<thead>
<tr>
<th>BMP ID Name</th>
<th>BMP Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCSMP Basin #1</td>
<td>41°16’55.8” N, 96°12’03.2” W</td>
</tr>
<tr>
<td>PCSMP Basin #2</td>
<td>41°16’52.9” N, 96°12’01.6” W</td>
</tr>
<tr>
<td>PCSMP Basin #3</td>
<td>41°16’44.3” N, 96°11’56.7” W</td>
</tr>
<tr>
<td>PCSMP Basin #4</td>
<td>41°16’44.1” N, 96°12’03.1” W</td>
</tr>
</tbody>
</table>

III. BMP Site Location Map (attached)

IV. Routine Maintenance Tasks and Schedule for typical BMPs

| **Extended Dry Detention Basin Maintenance and Schedule** |
|------------------------|---------------|
| **Task**               | **Schedule**  |
| Remove trash and debris| Monthly       |
| Check and repair and eroded areas | Monthly |
| Outlet Inspection and Cleanout-Including Sediment Buildup at Orifice Plate | Monthly |
| Inspect for ponding, washed out areas, soil conditions | Monthly |
| Perimeter mowing and bank mowing above Riser | Monthly |
| Remove woody vegetation along embankment | Annually |
| Inspect for Structural Damage | Annually |
| Repair broken pipes | As needed |
| Replace rip rap that is chocked with sediment | As needed |
| Remove sediment | As needed |
| Security | As needed |
V. The Property Owner shall perform maintenance and inspection in accordance with the above table. A written report of all maintenance and inspections shall be prepared annually and kept on file by the Owner for a period covering the last 3 years at all times. The first report shall be prepared within one year of As-Built Certification. Upon request of the City, the Owner shall provide copies of the annual maintenance inspection reports within three (3) business days.
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".
EXHIBIT "J"

PROJECT:  Bluestem Meadows - SID _____, Douglas County - Big Elk Blvd - Landscape Estimate  
Job # P2018.155.001

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>APPROX. QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PARKWAY SIDEWALKS - 5&quot; - 6' WIDE</td>
<td>20,827</td>
<td>SF</td>
<td>$ 4.00</td>
<td>$ 83,308.01</td>
</tr>
<tr>
<td>2</td>
<td>PARKWAY TREES</td>
<td>95</td>
<td>EA</td>
<td>$ 350</td>
<td>$ 33,250.00</td>
</tr>
<tr>
<td>3</td>
<td>DECORATIVE STREET LIGHTING</td>
<td>12</td>
<td>EA</td>
<td>$ 3,000</td>
<td>$ 36,000.00</td>
</tr>
<tr>
<td>4</td>
<td>SEEDING &amp; MATTING</td>
<td>6,000</td>
<td>SY</td>
<td>$ 4</td>
<td>$ 24,000.00</td>
</tr>
<tr>
<td></td>
<td>MISCELLANEOUS</td>
<td>1</td>
<td>L.S.</td>
<td>5%</td>
<td>$ 8,828.00</td>
</tr>
</tbody>
</table>

TOTAL ESTIMATED CONSTRUCTION COST: $ 185,386.01
ADMINISTRATIVE COSTS: $ 74,154.41
TOTAL ESTIMATED COST: $ 259,540.42

OVERWIDTH RIGHT OF WAY ACQUISITION

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AC</td>
<td>65,000</td>
<td>$ 65,025.00</td>
<td></td>
</tr>
</tbody>
</table>

ADMINISTRATIVE COSTS: $ 10,205.00
TOTAL ESTIMATED ACQUISITION COST: $ 61,230.00
TOTAL ESTIMATED PROJECT COST: $ 320,770.42
A 35.0' NO BUILD (SETBACK) ALONG BIG ELK PARKWAY PER "APPENDIX C: BOULEVARD DESIGN HAVE 90° ANGLE.

DELTA RIGHT-OF-WAY CURVE TABLE

N31°47'53"W    184.60'
R=50'
52.10' 140.42'
154.15'
N58°12'07"E    31.17'
R=50'
25°03'09"
118.16'
N31°47'53"W    106.08'
58.15'
N15°15'02"W    77.50'
R=332.50', L=101.10'

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE OUTLOT "F"

OF THE OMAHA MUNICIPAL CODE. I HEREBY CERTIFY THAT ADEQUATE PROVISIONS HAVE BEEN MADE FOR COMPLIANCE WITH CHAPTER 53 DESIGN STANDARDS. I HEREBY APPROVE THIS PLAT OF BLUESTEM MEADOWS (LOTS NUMBERED AS SHOWN) AS TO THE LENGTH 100.71 FEET; (6) THENCE N15°15'02"W, A DISTANCE OF 77.50 FEET; (7) THENCE N09°30'27"W, A DISTANCE OF 101.10 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N88°02'04"W, A DISTANCE OF 65.00 FEET; THENCE S06°44'44"E, A DISTANCE OF 65.00 FEET; THENCE S33°57'26"E, A DISTANCE OF 90°47'46".

ACKNOWLEDGEMENT OF NOTARY
Drawn By:  
Date:  
Scale:  

AS SHOWN  
JJN & BRW  
10/04/2018
OVERVIEW

On August 15th, 2018, E&A Consulting Group, Inc. conducted a Wetlands and Waters of the U.S. Delineation at the approximately 75-acre project site located northwest of the intersection of 180th Street and Blondo Street in Omaha, Douglas County, Nebraska. Currently the entire parcel is owned by Greenhall Investments, LLC. A full Wetlands and Waters of the U.S. delineation report and 404 permit application will be completed for this project at the completion of the final design plans. It is anticipated that the full report will be completed in May, 2019. It is requested that this preliminary evaluation be accepted as sufficient documentation to allow the review and approval process for the final plat to proceed.

EXISTING CONDITIONS

The site is located on approximately 75 acres of agricultural land located northwest of N. 180th Street and Blondo St. in Omaha, Douglas County, Nebraska. The site was previously a tree farm that appeared to be out of use at the time of the delineation. An intermittent drainage bisects the site flowing from northwest to south. An approximately 0.037 acres wetland is present along the banks of the unnamed drainage at the south end of the project site. Another approximately 0.002 isolated wetland area was observed in a pair of tire ruts just east of the larger wetland area. It is acknowledged that the described drainage and 0.037-acre wetland are likely jurisdictional Waters of the U.S. The smaller of the two wetland areas is isolated and contained within a manmade depression and is unlikely to be considered jurisdictional. A wetland site exhibit depicting the approximate site boundary, drainage, wetland areas, and proposed impacts is attached.

PROPOSED DEVELOPMENT

The proposed land uses are detached single family homes and mixed-use commercial lots. The project layout has been completed so that impacts to the jurisdictional wetlands will be avoided and impacts to jurisdictional Waters of the U.S. have been minimized to the maximum extent possible. A U.S. Army Corps of Engineers (USACE) Application for Department of the Army Permit will be filed with the completed delineation report. The lots of the proposed development have also been laid to accommodate at least the 3:1+20’ minimum requirement of the Papio Partnership guidelines. In most areas, the lot setback exceeds this minimum distance.

If you have any questions concerning this letter, please contact me at 402-895-4700.

Submitted by
E&A Consulting Group, Inc.

Matthew Vanicek
Environmental Scientist II
Wetland Area 1 - 0.037 Acres
Palustrine Emergent
0.00 Ac Impacted

Wetland Area 2 - 0.002 Acres
Palustrine Emergent - Isolated
0.002 Ac Impacted

Drainage 1 - Approx 2,054 LF

160 LF of Drainage 1 Impacted by Big Elk Parkway Crossing

128 LF of Drainage 1 Impacted by Street "F" Crossing

LEGEND

- PHOTO ID & DIRECTION
- DATA POINT LOCATION
- APPROXIMATE DRAINAGE LOCATION
- APPROXIMATE SITE BOUNDARY
- WETLAND AREA
INTRODUCTION

Bluestem Meadows is located on the Northwest corner of the 105th & Blondo intersection. It sits directly West of 180th Street and North of the Blondo Street. This 180 acres will be developed into a Retirement Community. The parking lot for the center is planned to be on the North. Currently, trees are planted in rows throughout the entire site.

The total area of combined tree canopy being removed is 0 SF.

Trees to be retained

Trees to be removed

MITIGATION CALCULATION TABLE

<table>
<thead>
<tr>
<th>Total tree canopy</th>
<th>0.0 sq ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remaining allocation (2:1)</td>
<td>0.0 sq ft</td>
</tr>
<tr>
<td>Total trees to be mitigated</td>
<td>0 trees</td>
</tr>
<tr>
<td>Removal allocation (2:1 ratio)</td>
<td>0.0 sq ft</td>
</tr>
<tr>
<td>Total trees to be mitigated</td>
<td>0 trees</td>
</tr>
<tr>
<td>2017 (partial guidelines (2:1 ratio))</td>
<td>0 trees</td>
</tr>
</tbody>
</table>

The existing vegetation on this site is nursery stock trees planted in rows throughout the entire site, which does not create any kind of natural canopy. For Section 5.12 of the Douglas County "Conservation Design Guidelines" up to 25% of the existing tree canopy may be removed. Furthermore, removed tree canopy must be mitigated at a 2:1 ratio with each new overstory tree being credited as 500 SF of canopy.

The total area of combined tree canopy being removed is 0 SF.

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