Omaha City Planning Department

APPLICATION
SUBDIVISION PLAT

Name of Addition  Estates at Loveland  SID #  N/A

□ Preliminary  X Revised Preliminary  □ Final

Property
Owner(s)  D&L Real Estate Group LLC, 11823 Arbor St, Omaha, NE 68144  
Name  
Address  
Zip  
Phone #

Applicant  Royce Enterprises, Inc.  12910 Piece St, Ste 110 Omaha, NE 68144  
(402) 933-3663
Name  
Address  
Zip  
Phone #

Contact  Attn: Kellen Heideman  2111 S. 67th St., #200, Omaha, NE 68106  
(402) 341.1116
Name  
Address  
Zip  
Phone #
kheideman@olsson.com

E-Mail Address

General Location/Address  SE Corner of 67th & Pacific Street  (Attach Legal Description)

Total Area  6.27  (Acres)  Total Lots  21

Existing Zoning  R2  Projected Total Taxable Valuation  $ 20,000,000

Development Plans:

<table>
<thead>
<tr>
<th>Lot#s</th>
<th>Zoning</th>
<th>Total Lots</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-18</td>
<td>R4</td>
<td>18</td>
<td>4.84</td>
</tr>
<tr>
<td>Outlots A - C</td>
<td>R4</td>
<td>3</td>
<td>1.43</td>
</tr>
<tr>
<td>ROW</td>
<td></td>
<td>Total</td>
<td>21</td>
</tr>
</tbody>
</table>

6.27

Yes  No
□  XXX  A property owners' association is to be formed. If yes, attach copies of covenants.
□  X    Exceptions to the standard form subdivision agreement are proposed. If yes, attach a statement of changes.
□  X    Waivers to design standards, improvements or plat certifications are proposed. If yes, attach a request letter.
□  X    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  Applicant Signature (If not the property owner, the applicant certifies with this signature to be the authorized agent of the property owner.)

12-09-2019  Lawrence R. James II
Date Submitted  Print or Type Name of Applicant
SUBDIVISION AGREEMENT
Estates at Loveland (Lots 1-18 and Outlots A Thru C)

THIS AGREEMENT, made and entered into this _____ day of _______________ , 20___, among D&L Real Estate Group, LLC, a Nebraska Limited Liability Corporation, (hereinafter referred to as "Subdivider"), The Estates at Loveland Owners Association, (hereinafter referred to as “Association”), and the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

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

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

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

WHEREAS, the Subdivider has or will create the Estates at Loveland Owners Association, Inc. comprised of the property owners of Lots 1-18 and Outlots A-C; and,

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

SECTION I

Subdivider shall construct and install all items stated in this Section, and perform all other duties listed in this section. Subdivider shall, contemporaneously with the filing of the final plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts for the installation of the improvements set forth in this section:

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

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

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

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

G. Sidewalks and street trees along both sides of all public streets within the area to be developed shall be constructed by the Subdivider in conformance with Section 53-9 (9), and with Section 55-924 (where applicable), 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.
2. Sidewalks shall be constructed along all street frontages for all outlots as part of the initial public improvement projects.
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 Subdivider along the subdivision’s arterial street frontage of Pacific Street.
7. Sidewalks along the rear side of double-fronted lots (Lots 1 - 10) shall be maintained by the abutting property owner.

H. 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 Olsson, copies of which are attached hereto as Exhibit “F” and are subject to the approval of the City. The City has assigned a project number of OMA-TBD to these plans.

I. 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 “G”. The maintenance agreement shall delineate the responsibilities 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 privately by the Subdivider and set out in Section I herein shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all street, sidewalk and street tree construction shall be paid for privately by the Subdivider, as indicated in Exhibit "B".
B. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid for privately by the Subdivider.

C. One hundred percent (100%) of the entire cost of water distribution system serving the area to be developed shall be paid for privately by the Subdivider.

D. The entire cost of the installation of electrical power service and gas distribution system shall be paid for privately by the Subdivider.

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

F. One hundred percent (100%) of the entire cost of all post-construction stormwater management features, and related appurtenances, shall be paid for privately by the Subdivider, provided,

1. The Subdivider shall own and maintain these properties in accordance with the maintenance agreement contained herein. All necessary easements to the City and the Subdivider shall be granted at the time of platting. Post-construction stormwater management maintenance identified as the responsibility of the Association shall be performed and funded by the Association
2. 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.

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

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

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

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

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

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

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

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

SECTION VI

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

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

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

2. The Special Sewer Connection fee shall be collected by the City from the owner of each lot or parcel of real estate in the amount as shown in Section VI-A prior to the time any such lot or
C. The City may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances and its sewer use and connection fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Section VI-A herein.

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

E. 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 FY2020, the fee would be as follows:

<table>
<thead>
<tr>
<th>Lots</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-18</td>
<td>Single Family or Duplex Residential, 18 Units @ $931.00</td>
<td>$16,758</td>
</tr>
</tbody>
</table>

TOTAL: $16,758

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

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

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

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

SECTION VII

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

B. Outlots A-C shall be used for drainage and private streets and will be owned and maintained by the Association.

C. The tree mitigation plan between the Subdivider and the City is attached hereto as Exhibit “E.” 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 $______ prior to recording the final plat. These costs are based on the following:

1. Acreage of tree canopy to be mitigated =________
2. Number of trees per mitigated acre to be planted =________
3. Total number of trees to be planted =________
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 "E". 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.

Upon installation of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required materials that do not remain healthy shall be replaced.

D. The routine maintenance and snow removal of the on-street parking areas located on public right-of-way shall be the responsibility of the Association.

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".

H. The violation or breach of this Agreement may be remedied by an action for specific performance, or other available legal or equitable remedies. Any statute of limitations applicable to an obligation under this Agreement shall be tolled until the obligee party provides to the obligor party a written demand for performance of the obligation by a certain deadline.

Space below intentionally left blank – Signature Page to follow
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.

<table>
<thead>
<tr>
<th>ATTEST:</th>
<th>CITY OF OMAHA</th>
</tr>
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<tbody>
<tr>
<td>CITY CLERK</td>
<td>Date</td>
</tr>
<tr>
<td>ASSOCIATION</td>
<td></td>
</tr>
<tr>
<td>PRESIDENT</td>
<td></td>
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</table>

APPROVED AS TO FORM

<table>
<thead>
<tr>
<th>Subdivider</th>
<th>Date</th>
<th>CITY ATTORNEY</th>
<th>Date</th>
</tr>
</thead>
</table>
On this ___ th day of _____________, 20___, before me, a Notary Public in and for said County and State, personally appeared ______________________, 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 ______________________

On this ___ th day of _____________, 20___, before me, a Notary Public in and for said County and State, personally appeared ______________________, ____________ of __________________ Company, Inc., who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

_____________________________________
NOTARY PUBLIC
My Commission expires ______________________
<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXHIBIT A</td>
<td>FINAL PLAT</td>
</tr>
<tr>
<td>EXHIBIT B</td>
<td>PAVING &amp; STORM SEWER</td>
</tr>
<tr>
<td>EXHIBIT C</td>
<td>SANITARY SEWER</td>
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<tr>
<td>EXHIBIT D</td>
<td>SEDIMENT &amp; EROSION CONTROL PLAN</td>
</tr>
<tr>
<td>EXHIBIT E</td>
<td>TREE MITIGATION PLAN</td>
</tr>
<tr>
<td>EXHIBIT F</td>
<td>POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN</td>
</tr>
<tr>
<td>EXHIBIT G</td>
<td>POST-CONSTRUCTION STORMWATER MANAGEMENT MAINTENANCE PLAN</td>
</tr>
</tbody>
</table>
PACIFIC STREET
S 87TH STREET
LOT 8
0.247± AC

LOT 13
0.329± AC

LOT 1
0.241± AC

LOT 9
0.239± AC

LOT 12
0.312± AC

LOT 2
0.236± AC

LOT 10
0.232± AC

LOT 11
0.321± AC

LOT 3
0.223± AC

LOT 18
0.351± AC

OUTLOT B
0.264± AC

LOT 4
0.207± AC

LOT 17
0.312± AC

OUTLOT C
1.024± AC

LOT 5
0.204± AC

LOT 16
0.310± AC

LOT 7
0.231± AC

LOT 14
0.284± AC

A STREET
EVERGREEN SCREENING ALONG PACIFIC STREET

<table>
<thead>
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<th>No.</th>
<th>Description</th>
<th>Size</th>
<th>Method of Quant.</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>COLUMNAIR WHITE PINE</td>
<td>8' TALL</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>COLUMNAIR NORDMAY SPRUCE</td>
<td>8' TALL</td>
<td>50</td>
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EVERGREEN SCREENING ALONG EAST PROPERTY LINE

<table>
<thead>
<tr>
<th>No.</th>
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<tr>
<td>3</td>
<td>COLUMNAIR WHITE PINE</td>
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SMALL SIZE MEDIUM STREET TREES

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<th>No.</th>
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<th>Method of Quant.</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>JAPANESE FIR</td>
<td>5' CAL.</td>
<td>50</td>
</tr>
<tr>
<td>B</td>
<td>TASSOZI HEMP-LETT</td>
<td>5' CAL.</td>
<td>50</td>
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</table>

TREES WITHIN STORM WATER QUALITY AREA

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Size</th>
<th>Method of Quant.</th>
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<tbody>
<tr>
<td>C</td>
<td>SHARONIA BLACK WALNUT</td>
<td>2' CAL.</td>
<td>50</td>
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TREES REQUIRED BY COVERT ON PRIVATE LOTS

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Size</th>
<th>Method of Quant.</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>COLUMNAIR WHITE PINE</td>
<td>8' TALL</td>
<td>50</td>
</tr>
<tr>
<td>D</td>
<td>COLUMNAIR NORDMAY SPRUCE</td>
<td>8' TALL</td>
<td>50</td>
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</tbody>
</table>

TOTAL TREES: 167
**Exhibit G**

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

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".
December 9, 2019

RE: Estates at Loveland – Prelim Plat Rec Report

To whom it may concern,

We have received the City of Omaha’s Recommendation Report dated 10/30/2019. Below is a summary of how we address the issues and when they will be addressed:

1. Revise the plat to include the following:
   a. Include the standard vacation language on the plat.
   b. Place a note on the plat that there shall be no direct access to Pacific Street from any lots or outlots, and no direct access to 87th Street from Outlots A or B.
   c. Place a note on the plat that Lots 1-18 and Outlots A-C are subject to compliance with the approved tree mitigation plan included in the final subdivision agreement.
   
   **Response:** The Prelim Plat has been revised to included the mentioned items.

2. Dedicate ROW along Pacific Street as necessary to accommodate the standard sidewalks.
   
   **Response:** It will not be necessary to dedicate ROW along Pacific Street to accommodate standard sidewalk. Coordination for sidewalk around power pole will be required.

3. Construct the private street in Outlot C to City standards.
   
   **Response:** The private street will be constructed to City standards.

4. Submit the 30 percent design report for the sanitary sewer to the Public Works Design Division per Section 2 14 of the City’s Wastewater Collection Systems Design Manual.
   
   **Response:** 30 percent design report for the sanitary sewer will be submitted to the Public Works Design Division prior to the Permix submittal.

5. Construct the sanitary sewer to City standards, and grant a sewer easement to the City.
   
   **Response:** The sanitary sewer will be constructed to City standards and a sewer easement will be granted to the City.

6. Provide sidewalks along all street frontages as required by Section 53-9(9). Sidewalks, of the Omaha Municipal Code.
   
   **Response:** Sidewalk will be provided along all street frontages.

7. Coordinate any grading, construction or vegetation management plans near the overhead power lines with OPPD. Coordinate with OPPD on removal/relocation of equipment if necessary.
   
   **Response:** Coordination with OPPD will occur to discuss grading, construction, and any needed removal/relocation.

8. Compliance with all applicable stormwater management ordinances and policies.
   
   **Response:** There will be compliance with all applicable stormwater management ordinances and policies.
9. Compliance with an acceptable tree mitigation plan.
   **Response**: There will be compliance with an acceptable tree mitigation plan. The plan is enclosed for review.

10. Provide for the use, ownership, and maintenance of the outlots in the final subdivision agreement.
    **Response**: The use, ownership, and maintenance of the outlots has been described in the final subdivision agreement.

Please feel free to contact me if you have any questions, comments or require additional information. I can be reached at 402-341-1116.

Sincerely,

Kellen Heideman, PE
ESTATES AT LOVELAND
LOTS 1 THRU 18 AND OUTLOTS A THRU C
BEING A REPLAT OF LOTS 14 THRU 20 AND A PART OF THE DEDICATED DRAINAGE WAY, LONGVIEW ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

LEGAL DESCRIPTION
A tract or tracts of land consisting of Lots 1 thru 18 and Outlots A thru C, lying within the Subdivision of Estates at Loveland, Longview addition, a platted and recorded subdivision in the Northeast Quarter of Section 27, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

RECORDING OF THE SUBDIVISION OF ESTATES AT LOVELAND, LONGVIEW ADDITION, A PLATTED AND RECORDED SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

DRAINAGE WAY VACATION

APPROVAL OF CITY PLANNING BOARD

APPROVAL OF CITY ENGINEER OF OMAHA

APPROVAL OF OMAHA CITY COUNCIL

APPROVAL OF DOUGLAS COUNTY ENGINEER

APPROVAL OF COUNTY TREASURER

SURVEYOR'S CERTIFICATION

NOTES

1. All material lines are recorded plural in character.

2. All material lines are 150' R.O.W. width.

3. All surface water drains are assumed to continue to the nearest property line.

4. All exterior property lines are assumed to connect to the nearest property line.

5. All interior property lines are assumed to connect to the nearest property line.

6. All exterior property lines are assumed to connect to the nearest property line.

DOUGLAS COUNTY ENGINEERS REVIEW

THE PLAT OF ESTATES AT LOVELAND LOTS 1 THRU 18 AND OUTLOTS A THRU C WAS REVIEWED BY THE OFFICE OF THE DOUGLAS COUNTY ENGINEER.

ACKNOWLEDGEMENT OF NOTARY

IN WITNESS WHEREOF, WE DO SET OUR HANDS AND SEAL OF OFFICE.

DAIS REAL ESTATE GROUP LLC.

AND THE SAID ESTATES AT LOVELAND

OWNER TITLE

CREATION OF EASEMENTS

EASEMENTS WILL BE REDUCED TO AN (8') EIGHT FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED.

EACH LOT IS TRACTED AND PLANNED AS A PARCEL FOR RESIDENTIAL PURPOSES AND SHOULD NOT THEN OR LATER BE USED IN ANY WAY OR MANNER CONTRARY TO THE PURPOSES OF THE EASEMENTS AS SHOWN ON THE PLAT, OR ANY OTHER USES OR RIGHTS HEREIN GRANTED.

THE EASEMENTS WILL BE REDUCED TO AN (8') EIGHT FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED.
PRELIMINARY TREE MITIGATION PLAN

OVERALL EXISTING CONDITIONS

BWW
KMS
KRH
KRH
10.15.2019
C7.0

MISITIGATION CALCULATIONS

40 TREES 8 FT OR LESS OF CANOPY P30 TREE
40 TREES OF CANOPY 30% OF 50% IS THE EQUIVALENT OF 80 TREES
80 TREES MITIGATED AT 2 TO 1
PACIFIC STREET
S 87TH STREET
LOT 8
0.247± AC
LOT 13
0.329± AC
LOT 1
0.241± AC
LOT 9
0.239± AC
LOT 12
0.312± AC
LOT 2
0.236± AC
LOT 10
0.232± AC
LOT 11
0.321± AC
LOT 3
0.223± AC
LOT 18
0.351± AC
OUTLOT B
0.264± AC
LOT 4
0.207± AC
LOT 17
0.312± AC
OUTLOT C
1.024± AC
LOT 5
0.204± AC
LOT 16
0.310± AC
OUTLOT A
0.125± AC
LOT 6
0.215± AC
LOT 15
0.314± AC
LOT 7
0.231± AC
LOT 14
0.284± AC
A STREET

PROJECT NO.:

APPROVED BY:

CHECKED BY:

DRAWN BY:

DRAWING NO.:

QA/QC BY:

DATE:

REV.

SHEET

NO.

REVISIONS DESCRIPTION

105 TREES

TREES IN PACIFIC STREET AND S 87TH STREET B.O.M.
THES TREES DID NOT REQUIRE MITIGATION.

95 TREES

EVERGREEN TREES DEAD OR DYING OF DISEASE.
THSE TREES DID NOT REQUIRE MITIGATION.

35 TREES

DECIDOUS TREES THAT ARE DEAD OR DYING OF DISEASE.
THSE TREES DID NOT REQUIRE MITIGATION.

87 TREES

VOLUNTEER WILDBERRIES THAT HAVE SEEDS
WITHIN FIVE FEET OF AND BOUNCED UP TREES.
THSE TREES DID NOT REQUIRE MITIGATION.

40 TREES

TREES THAT ARE HEALTHY.
THSE TREES REQUIRE MITIGATION.

TREES THAT SHALL BE ATTEMPTED TO BE MAINT.

40 TREES

TREES IN EAST SIDE OF 60 FT CANOPY OF TREE.

ACCORDANCE WITH EVC ثاني EVC IS THE EQUVALENT OF 60 TREES.

80 TREES NATURALLY AT 2 TO 3

THE LANDSCAPE ARCHITECT FROM OLSSON PRODUCED A SURVEY OF EVERY TREE ON THE SITE. ANALYSIS OF THEIR HEALTH AND SUFFICIENCY OF EACH TREE WAS CONDUCTED. IN A CONVERSATION WITH THE CITY PLANNING STAFF, THIS TREE SURVEY DETERMINED THESE IN NEED.

TREES MITIGATION CALCULATIONS

RIGHT OF WAY TREES EXISTING CONDITIONS

BWW

KMS

KRH

KRH

10.15.2019

C7.1

www.olsson.com

TEL 402.341.1116

2111 South 67th Street, Suite 200

Omaha, NE 68106
### Tree Mitigation Calculations

**TOTAL TREES ON SITE**: 165 TREES

<table>
<thead>
<tr>
<th>Tree Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deciduous Trees that are dead or dying on air</td>
<td>82 Trees</td>
</tr>
<tr>
<td>Evergreen Trees dead on rising of slope, these trees did not require mitigation</td>
<td>93 Trees</td>
</tr>
<tr>
<td>Volunteer Mulberry that have seeded within the fence line and broken up tones, these trees did not require mitigation</td>
<td>31 Trees</td>
</tr>
<tr>
<td>Trees that are healthy, these trees require mitigation</td>
<td>87 Trees</td>
</tr>
<tr>
<td>Trees that shall be attempted to be saved</td>
<td>40 Trees</td>
</tr>
</tbody>
</table>

**Mitigation Calculations**

- **40 Trees in buffer on one side of canopy is one tree**
- **Reserve of canopy day bed of 50% is the equivalent of 80 trees**
- **80 Trees mitigated at 2 to 1"
TREES ON SITE
195 TREES

- Trees in Pacific Street And 87th Street R.O.M. These trees did not require mitigation.
- Evergreen trees dead or dying at tips.
- Trees with dead or dying tips requiring removal.
- Trees in marginal health.
- Trees that are dead or dying on site.
- Trees that have seeding.
- Trees in the fence line.
- Trees that are healthy.
- Trees that are dead or dying.
- Trees that are healthy.

MITIGATION CALCULATIONS
40 trees x 30% of canopy lost per tree
40 trees x 50% of canopy lost per tree
40 trees x 70% of canopy lost per tree
40 trees x 90% of canopy lost per tree

TOTAL:
195 trees - 609 trees

MARGINALLY DEAD TREES EXISTING CONDITIONS

REVISIONS
SHEET
NO. REV.