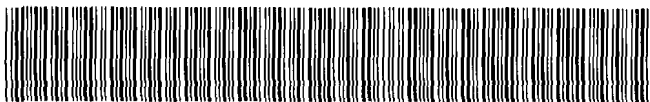


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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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Check Number
1436



City of Omaha
Jim Suttle, Mayor

August 9, 2011

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CITY CLERK
OMAHA, NEBRASKA

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

Honorable President

and Members of the City Council,

The attached Resolution approves the Subdivision Agreement among Bella Terra, LLC, the Sterling Ridge Master Owners Association and the City of Omaha. This Subdivision Agreement covers the public improvement of Sterling Ridge (Lots 1-59 and Outlots A - I), a subdivision located southeast of 132nd & Pacific Streets.

This Subdivision Agreement stipulates which public improvements will be built by Bella Terra, LLC. All public improvements will be paid for privately by Bella Terra, LLC. The estimated total cost of improvements is \$8,295,781.

The Agreement provides Interceptor Sewer Fees in the amount of \$559,283.56 and Watershed Management Fees in the amount of \$340,235 to be paid as building permits are issued.

The agreement provides for a future contribution by Bella Terra, LLC to the City in the amount of \$1,500,000 for improvements to the intersection of 132nd & Pacific Streets at such time as the City commences the construction of such improvements.

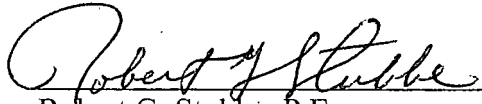
The Agreement provides an administrative fee to be paid by Bella Terra, LLC to the City based on 1% of the construction costs. The fee for this phase of construction is \$40,539. The City will use this fee to fund additional personnel in the Planning and Public Works Departments to facilitate the processing of developments.

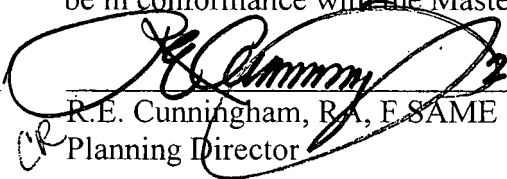
Honorable President
and Members of the City Council
Page 2

The Public Works Department requests your consideration and approval of the attached Resolution and Subdivision Agreement.

Respectfully submitted,

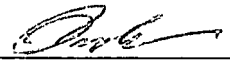
This action has been reviewed and found to be in conformance with the Master Plan.

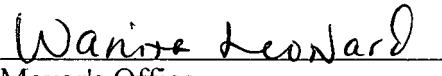

Robert G. Stubbe, P.E.
Public Works Director
7-18-11
Date


R.E. Cunningham, R.A., F.S.A.M.E.
Planning Director
28 July 2011
Date

Approved as to Funding:

Referred to City Council for Consideration:


Pam Spaccarotella
Finance Director
7-26-11
Date


Wanita Leonard
Mayor's Office
7/29/11
Date

Amended by CCIS No. 988 of 8/16/11. (SM)

SUBDIVISION AGREEMENT
Sterling Ridge (Lots 1-59 and Outlots A – I)

THIS AGREEMENT, made and entered into this 16th day of August, 2011, by and between BELLA TERRA, LLC, a Nebraska limited liability company (hereinafter referred to as "Subdivider"), STERLING RIDGE MASTER OWNERS ASSOCIATION, a Nebraska not-for-profit corporation (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", which parcel of land (hereinafter referred to as the "Area to be Developed") is within the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider will build public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed by the Subdivider, within the Area to be Developed, to the sewer system of the City; and,

WHEREAS, the Subdivider has or will create the Sterling Ridge Master Owners Association comprised of the property owners of Lots 1 – 59 and Outlots A - I, Sterling Ridge; and

WHEREAS, the parties wish to agree upon the manner and the extent to which 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.

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.
- B. "Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites. Outlots A - I are green space and easement areas and therefore are not building sites. Outlots A - I, inclusive shall be owned and maintained by the Association or the Subdivider, its successors or assigns.
- C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawings (Exhibit "B").
- D. "Linear Transportation Corridor" shall mean those portions of the Area to be Developed for the construction of recreational trails open to the public. Facilities developed within this trail corridor shall be limited to: trail paths, landscaping, boundary fencing, signage, benches, lighting and utilities. The maintenance level of these properties shall be at a lesser standard than that provided for park property.

SECTION I

Subdivider covenants that the Subdivider 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 or other assurances satisfactory to the City calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts. That the Subdivider shall also provide and deliver to the City written confirmation of binding obligations to finance the installation of the improvements set forth herein:

- A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), all of said paving to be twenty-five (25) feet in width, except for those streets with a width greater than twenty-five (25) feet, which streets shall be extra-width paving, if any (approved by the Public Works Department), as shown on paving plans prepared by Olsson & Associates, copies of which are attached hereto as Exhibit "B".
- B. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), with the same to be located as shown on sanitary sewer layouts prepared by Olsson & Associates, copies of which are attached hereto as Exhibit "C".
- C. Storm sewers, inlets, manholes and related appurtenances constructed in street right-of-way and easements, per plat (Exhibit "A"), plans and specifications for said sewer improvements to be approved by City prior to starting construction of said improvements to be located as shown on storm sewer plans to be prepared by Olsson & Associates, copies of which are attached hereto as Exhibit "B".
- 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. Contract with MUD will be provided 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. Contract with OPPD will be provided 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. Contract with OPPD will be provided 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) according to the following schedule:
 - 1. Sidewalks and street trees shall be constructed immediately abutting vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
 - 2. Sidewalks and street trees shall be constructed immediately abutting built-upon lots as soon as weather permits.
 - 3. In any event, all sidewalks and street trees including those abutting outlots and on double-fronted lots shall be constructed upon any public streets within or adjacent to the plat within three (3) years of the recording of the subdivision plat.
 - 4. Sidewalks shall be installed along the frontage of the Area to be Developed adjacent to 132nd Street and Pacific Street within one (1) year of the recording of the subdivision plat.
- H. Sidewalks and street trees abutting all public streets and all outlots shall be maintained by the Association.
- I. Post-construction stormwater management features and related appurtenances constructed in right-of-way and outlots, per plat (Exhibit "A"), plans and specifications for said stormwater management improvements to be approved by City prior to starting construction of said improvements to be located as shown on the post-construction stormwater management plans to be prepared by Olsson & Associates, copies of which are attached hereto as Exhibit "I". The City has assigned a project number of OMA-20110406-225-P to these plans.
- J. Post-construction stormwater maintenance agreement to be approved by City prior to starting construction of said improvements, copies of which are attached hereto as Exhibit "J". The maintenance agreement shall delineate the responsibilities of the Association. 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.

- K. An 8' wide concrete trail shall be constructed by Subdivider within the 40' right-of-way between Lots 35 and 36 within the Area to be Developed.
- L. Permanent traffic signals will be installed by the Subdivider at the intersection of 132nd Street and Sterling Ridge Drive, 130th Street and Pacific Street and modified at Pacific Street and Sterling Ridge Drive at such time as warrants are met, or at the request of the City.
- M. The Subdivider agrees to grade the subdivision so that the elevation at the property line adjacent to Pacific Street and 132nd Street shall meet the proposed grade established by the City Engineer for a five-lane section road. Sections shall be submitted to the City Engineer and elevations certified by Olsson & Associates prior to recording the final plat. If the grading has not been completed by the time the Subdivider wished to record the plat, the Subdivider may submit a suitable financial guarantee to the City to ensure the completion of the grading within a suitable amount of time.
- N. The City intends to reconstruct the intersection of 132nd Street and Pacific Street substantially in accordance with the plans identified on Exhibit "D" attached to this Agreement during the 2017 construction season, subject to the City's right to delay construction to the 2018 construction season based on City financing limitations. The improvements to the intersection of 132nd & Pacific Streets shall be constructed and paid for by the City, subject to Subdivider's agreed contribution as provided in Section II.
- O. Subdivider shall dedicate an approximately 50' x 67.5' right-of-way section abutting 130th Street right-of-way to the south. The right-of-way will not be improved to provide connection to the south until such time as the Omaha City Council affirmatively requires such improvements after providing notice to adjoining property owners and the Royalwood Homeowners Association, the cost of which improvements shall be borne by the City, if and when improved to provide a public connection.

SECTION II

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

- A. One hundred percent (100%) of the entire cost of all street, sidewalk and street tree construction shall be paid by Subdivider.
- B. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by Subdivider.
- C. One hundred percent (100%) of the entire cost of water distribution system serving the Area to be Developed shall be paid by Subdivider. One hundred percent (100%) of the entire cost of water and gas approach mains shall be paid to Subdivider. All refunds from MUD shall be credited to the Subdivider.
- 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 by the City.
- E. The entire cost of the installation of electrical power service and gas distribution system shall be paid by Subdivider. The refunded charge from the Omaha Public Power District and MUD shall be credited to Subdivider.
- F. Payments for interceptor sewer connection charges to the City of Omaha shall be paid as provided in Section IX.

- G. One hundred percent (100%) of the entire cost of concrete sidewalks along streets shall be paid by Subdivider or otherwise paid for privately.
- H. The costs to construct the traffic signals at the intersections of 132nd Street and Sterling Ridge Drive, 130th Street and Pacific Street, and modifications to the signal at Pacific Street and Sterling Ridge Drive shall be paid by Subdivider.
- I. Street identification signs shall be paid for by Subdivider, 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 to NDEQ and the City of Omaha for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "F". PMRNRD 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 and the removal thereof shall be paid for privately by 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.
- K. It is mutually agreed that the Subdivider shall pay one percent (1%) of the public construction costs, estimated to be \$40,539, 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 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 "E", 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 Subdivider's engineer, then the Subdivider shall pay any additional monies which are due within thirty (30) days of the engineer's cost certification. The Subdivider may receive a refund from the City if the improvement costs, as certified by the Subdivider's engineer are less than shown on the Source and Use of Funds form. The Subdivider 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 Subdivider contracts issued for public improvements.
- L. One hundred percent (100%) of the entire cost of all post-construction stormwater management features, and related appurtenances shall be paid by Subdivider, provided maintenance of post-construction stormwater management features shall be the responsibility of the Association. Routine mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for and maintained by the Association.
- M. Subdivider agrees to pay City the sum of \$1,500,000 as its sole and entire contribution for the reconstruction and improvement of the intersection of 132nd Street and Pacific Street as contemplated by Section I N of this Agreement. Such payment by Subdivider shall be due and payable upon invoice by the City upon commencement of construction of such improvements. Prior to final signature by the City of this Agreement, Subdivider will provide City with an irrevocable letter of credit issued by a reputable financial institution in an amount no less than Subdivider's required contribution. City and Subdivider may agree to other financial assurance in their sole discretion. In the event that Subdivider fails to maintain such financial assurance or defaults in its obligation to make the financial contribution, City shall have the right to suspend processing and approval of building permits for the Area to be Developed until such default is cured.

SECTION III

[Intentionally Omitted – No S.I.D.]

SECTION IV

Post-construction stormwater management and maintenance identified as the responsibility of the Association shall continue to be performed and funded by the Association. All other maintenance responsibilities for public improvements installed by Subdivider shall become that of the City upon completion by Subdivider. Subdivider shall assign its construction warranties to the City following completion of such improvements.

SECTION V

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 VI

[Intentionally Omitted – No S.I.D.]

SECTION VII

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations 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 Subdivider 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 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 Subdivider, any sewer from the Area to be Developed 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 Area to be Developed. The Subdivider shall not collect charges for such connections.
- D. At all times, all sewage from and through Area to be Developed 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 Subdivider or City 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. Subletting, assignment or transfer of all or part of any interest of the Subdivider hereunder is prohibited without prior written approval of the City of Omaha.

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 plat (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 current fee adopted by the Omaha City Council and is currently as follows:

Lots 1-17, MU, 71.72 Acres @ \$5,973.00	\$428,383.56
Lots 19-59, Single Family or Duplex Residential, 41 Units @ \$1,100.00	\$45,100.00
Lot 18, Multi Family Residential, 100 Units @ \$858.00	\$85,800.00
TOTAL:	\$559,283.56

- B. In the event the Subdivider shall plat additional lots which will be in the Area to be Developed which it wishes to connect to the Omaha sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer permits are issued by the City.
- C. The Subdivider and the City agree that payment made under Section 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. The Special Sewer Connection fee shall be collected by the

City from the owner of each lot 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 Subdivider or City.

- 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 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 current fee adopted by the Omaha City Council and is currently as follows:

Lots 1-17, MU, 71.72 Acres @ \$4,000.00	\$286,880.00
Lots 19-59, Single Family or Duplex Residential, 41 Units @ \$750.00	\$30,750.00
Lot 18, Multi Family Residential, 6.85 Acres @ \$3,300.00	\$22,605.00
TOTAL:	\$340,235.00

- G. In the event the Subdivider shall plat additional lots which will be in the Area to be Developed, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any building permits are issued by the City.
- H. The Subdivider and the City agree that payment made under Section 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 against the real estate described in Section IX-F:
 - 1. 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 IX-F prior to the time any such lot or parcel is built upon.

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 - I shall be used for green space and easement area and will be owned and maintained by the Association.

- C. The tree replacement plan between the Subdivider and the City is attached hereto as Exhibit H. The total number of replaced trees shown on Exhibit H reflects the total number of trees on the replacement plan in the Mixed Use Development Agreement. Costs for tree replacement shall be paid by the Subdivider. Subdivider further agrees to complete installation of the buffer trees shown on the tree replacement plan along the south side of Lot 16, Outlot E, Outlot G and Lot 17 and along the east side of Lot 17 not later than the date that is six (6) months following completion of the grading of these Lots and Outlots. The Subdivider shall provide a certified check or other financial guarantee acceptable to the City in the amount of \$170,400 prior to recording the final plat. These costs are based on the following:
1. Acreage of tree canopy to be replaced = 8.14
 2. Number of trees per replaced acre to be planted = 87.12
 3. Total number of trees to be planted = 710
 4. Cost per tree = \$200.00 (plus 20% soft costs for a total of \$240.00)
- 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".

[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

[Signature]
CITY CLERK 8/18/11
Date

[Signature]
MAYOR 8/18/11
Date

STERLING RIDGE MASTER OWNERS
ASSOCIATION

[Signature]
Lance S. Larsen, President

BELLA TERRA, LLC

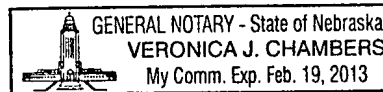
[Signature]
Lance S. Larsen Manager Date

APPROVED AS TO FORM

[Signature] 7-19-11
ASSISTANT CITY ATTORNEY Date

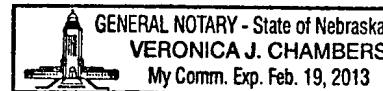
On this 9 day of June, 2011, before me, a Notary Public in and for said County and State, personally appeared Lance S. Larsen, Manager of Bella Terra, LLC, a Nebraska limited liability company, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

[Signature]
NOTARY PUBLIC
My Commission expires Feb. 19, 2013



On this 9 day of June, 2011, before me, a Notary Public in and for said County and State, personally appeared Lance S. Larsen, President of the Sterling Ridge Master Owners Association, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

[Signature]
NOTARY PUBLIC
My Commission expires Feb. 19, 2013



SUBDIVISION AGREEMENT EXHIBIT

EXHIBIT A	FINAL PLAT
EXHIBIT B	PAVING & STORM SEWER
EXHIBIT C	SANITARY SEWER
EXHIBIT D	INTERSECTION IMPROVEMENTS
EXHIBIT E	SOURCE & USE OF FUNDS
EXHIBIT F	SEDIMENT & EROSION CONTROL PLAN
EXHIBIT G	TRAIL PLAN
EXHIBIT H	TREE REPLACEMENT PLAN
EXHIBIT I	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT J	POST-CONSTRUCTION STORMWATER MAINTENANCE AGREEMENT

TOTAL PROJECT SUF

EXHIBIT "E"

Name of Addition:

Sterling Ridge

SID # N/A

Source and Use of Funds:

(provide a separate sheet for the preliminary plat and for each final plat phase.)

	Quantity	Proposed Improvements Construction Cost	Project Cost	Financing			Private
				Special	GO Non- Reimbursable	GO Reimbursable	
Paving							
Internal Main Street Paving	1,500 SY	81,895	98,274	0	0	0	98,274
Internal Street Paving	30,770 SY	1,352,010	1,622,412	0	0	0	1,622,412
Decorative Street Lights	70 EA	169,400	186,340	0	0	0	186,340
Sanitary Sewer							
Interior	9,900 LF	559,460	671,352	0	0	0	671,352
Sanitary Capital Facility Fees		0	0	0	0	0	0
Storm Sewer							
Interior	6,854 LF	1,069,453	1,283,344	0	0	0	1,283,344
Water Main							
Interior	12,700 LF	802,120	842,226	0	0	0	842,226
Pioneer Main Extensions	1 LS	8,500	8,500	0	0	0	8,500
Electrical Fees							
Gas Main	1 LS	266,520	293,172	0	0	0	293,172
Gas Main	0 LF	0	0	0	0	0	0
Park Fees							
Parks	2 LS	0	0	0	0	0	0
Trails							
Trails	71,500 SY	275,275	302,803	0	0	0	302,803
Grading							
Mobilization/Grading/Erosion Control Costs	620,000 CY	1,885,070	2,073,577	0	0	0	2,073,577
Offsite Roadway Improvements							
Pacific Street Improvements	1 LS	227,405	277,434	0	0	0	277,434
132nd Street Improvements	1 LS	103,368	126,109	0	0	0	126,109
Traffic Signals	1 EA	385,000	469,700	0	0	0	469,700
Landscaping							
Landscaping/Seeding/Sod/Irrigation	LS	0	0	0	0	0	0
Watershed Management Fees							
Watershed Management Fees	LS	0	0	0	0	0	0
Review Fees							
City of Omaha (1% of construction)	1 LS	40,539	40,539	0	0	0	40,539
Total		\$ 7,226,015	8,295,781	0	0	0	8,295,781

Notes:

- 1) All costs shown are estimates only and are not based on a final engineered design.
- 2) Fees required to be paid at building permits are not shown (Watershed Management, Sewer Connection, TAB Fees, etc.)
- 3) Park fees are not required as this development is not an SID

PRELIMINARY VALUATION

Name of Addition: Sterling Ridge
 SID#: _____

DATE: 7/12/2010
 REVISED: 11/1/2010
 REVISED: 12/2/2010
 REVISED: 3/17/2011
 REVISED: 4/11/2011
 REVISED: _____

Phase 1 (1 to 5 Years)

	Sq. Ft.	@	Sq. Ft.	=	TOTAL
Civic Use	248,110	@	\$0	=	\$0
Mixed Use	267,000	@	\$175	=	\$46,725,000
Assisted Living	100	@	\$160,000	=	\$16,000,000
Residential (Single Family)	46	@	\$750,000	=	\$34,500,000
Residential (Condo)		@	\$180,000	=	\$0
Residential (Multi-Family)		@	\$80,000	=	\$0
TOTAL					

Total Valuation = \$97,225,000
 Total Assessed Valuation (90%) = \$87,502,500
 General Obligation = \$0
 GO Debt Ratio = 0.00%
 GO Debt Ratio (Cumulative) = 0.00%

Phase 2 (5 to 10 Years)

	Sq. Ft.	@	Sq. Ft.	=	TOTAL
Civic Use		@	\$0	=	\$0
Mixed Use	442,000	@	\$175	=	\$77,350,000
Assisted Living		@	\$160,000	=	\$0
Residential (Single Family)		@	\$750,000	=	\$0
Residential (Condo)	70	@	\$180,000	=	\$12,600,000
Residential (Multi-Family)		@	\$80,000	=	\$0
TOTAL					

Total Valuation = \$89,950,000
 Total Assessed Valuation (90%) = \$80,955,000
 General Obligation = \$0
 GO Debt Ratio = 0.00%
 GO Debt Ratio (Cumulative) = 0.00%

FULL BUILDOUT

	Sq. Ft.	@	Sq. Ft.	=	TOTAL
Civic Use	248,110	@	\$0	=	\$0
Mixed Use	709,000	@	\$175	=	\$124,075,000
Assisted Living	100	@	\$160,000	=	\$16,000,000
Residential (Single Family)	46	@	\$750,000	=	\$34,500,000
Residential (Condo)	70	@	\$180,000	=	\$12,600,000
Residential (Multi-Family)		@	\$80,000	=	\$0
TOTAL					

Total Valuation = \$187,175,000
 Total Assessed Valuation (90%) = \$168,457,500
 General Obligation = \$0
 GO Debt Ratio = 0.00%

* Assumed Approx. 16 units/Ac.

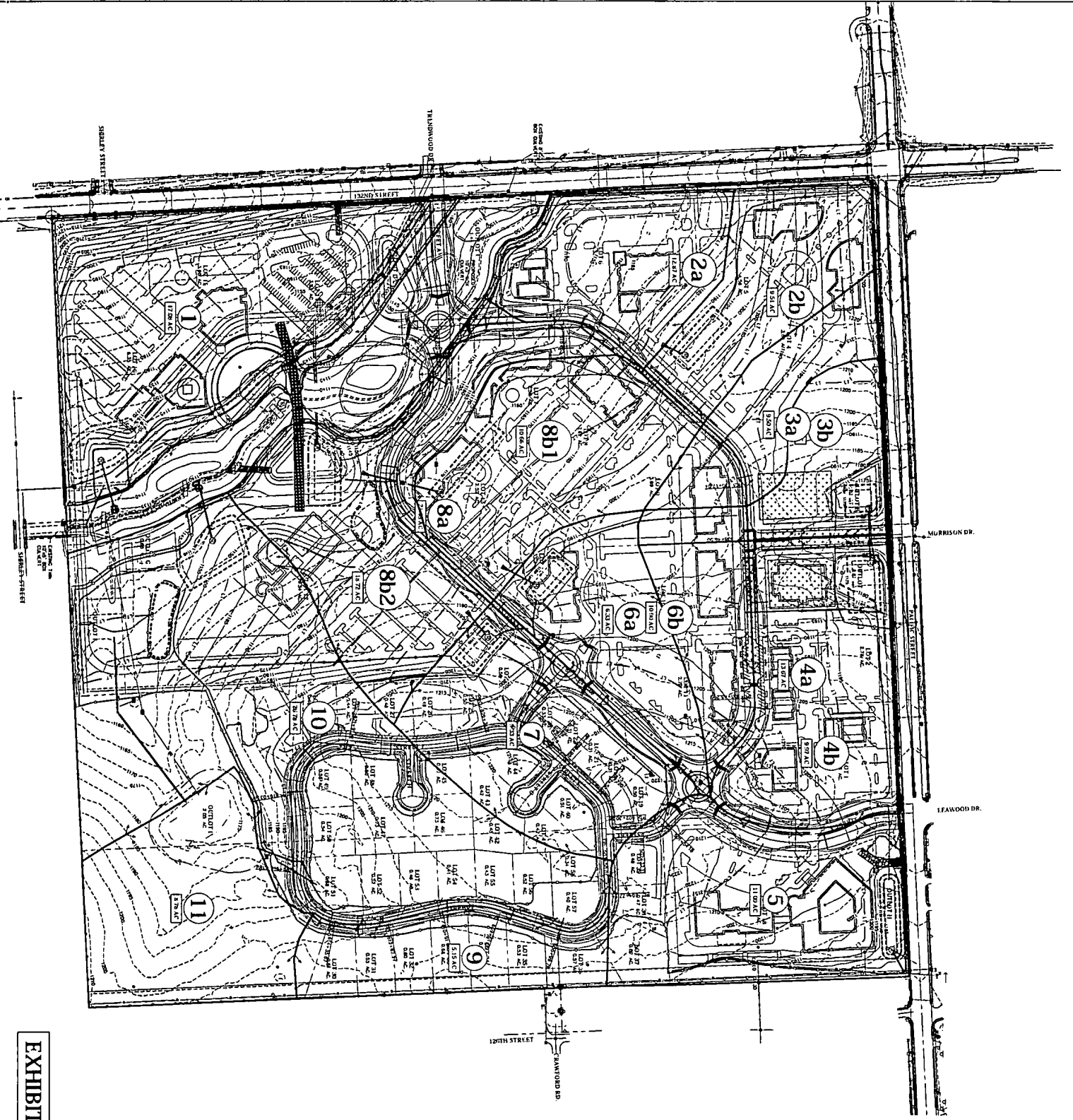
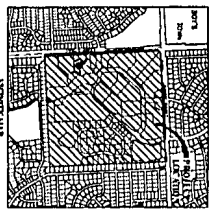


EXHIBIT F

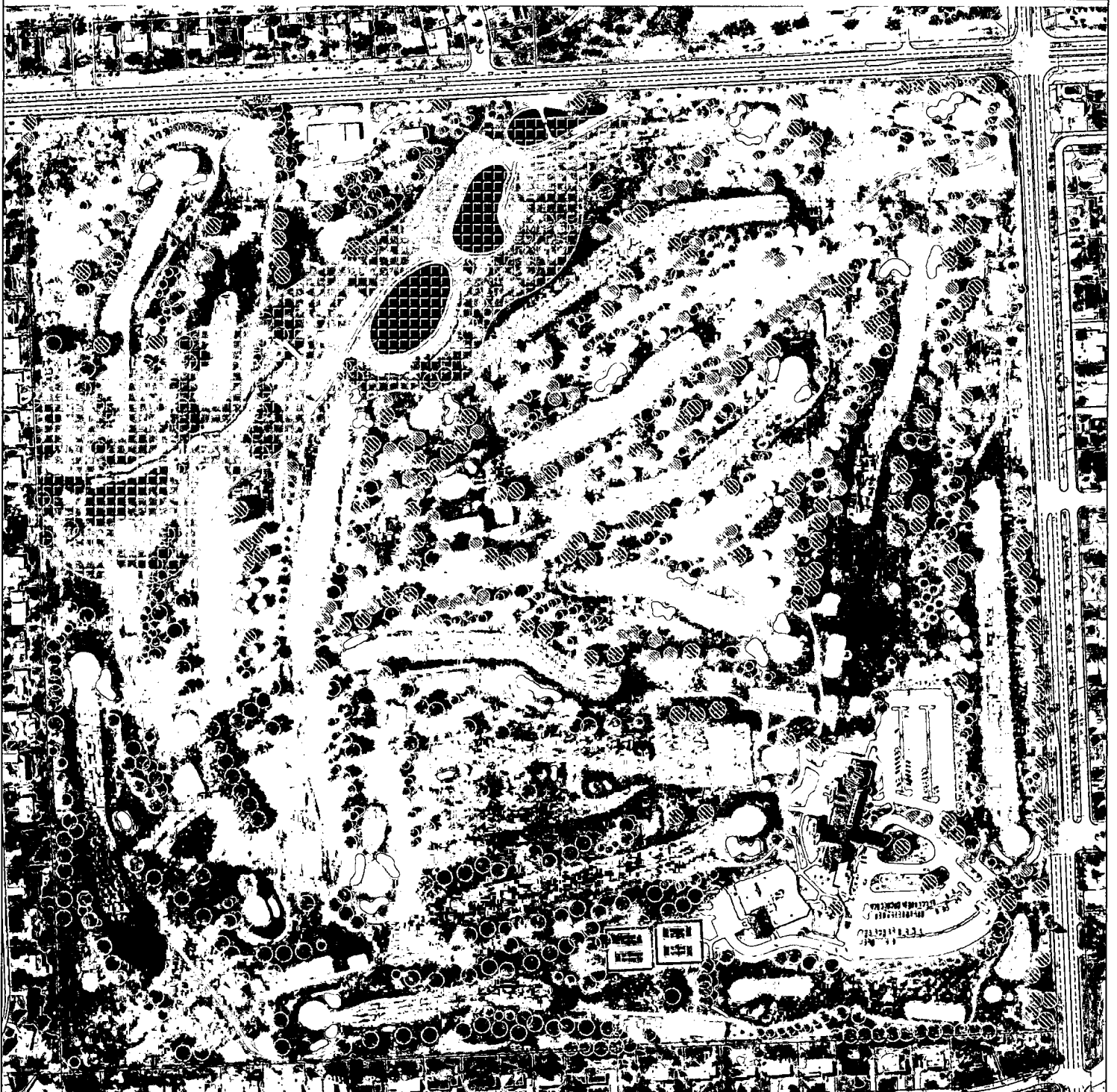


LEGEND

1	EXISTING LOT LINE
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100	EXISTING DRIVE

EROSION AND SEDIMENT CONTROL PLAN
 STIRLING RIDGE
 132ND STREET AND PACIFIC STREET

NO.	DATE	REVISIONS DESCRIPTION
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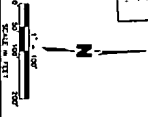
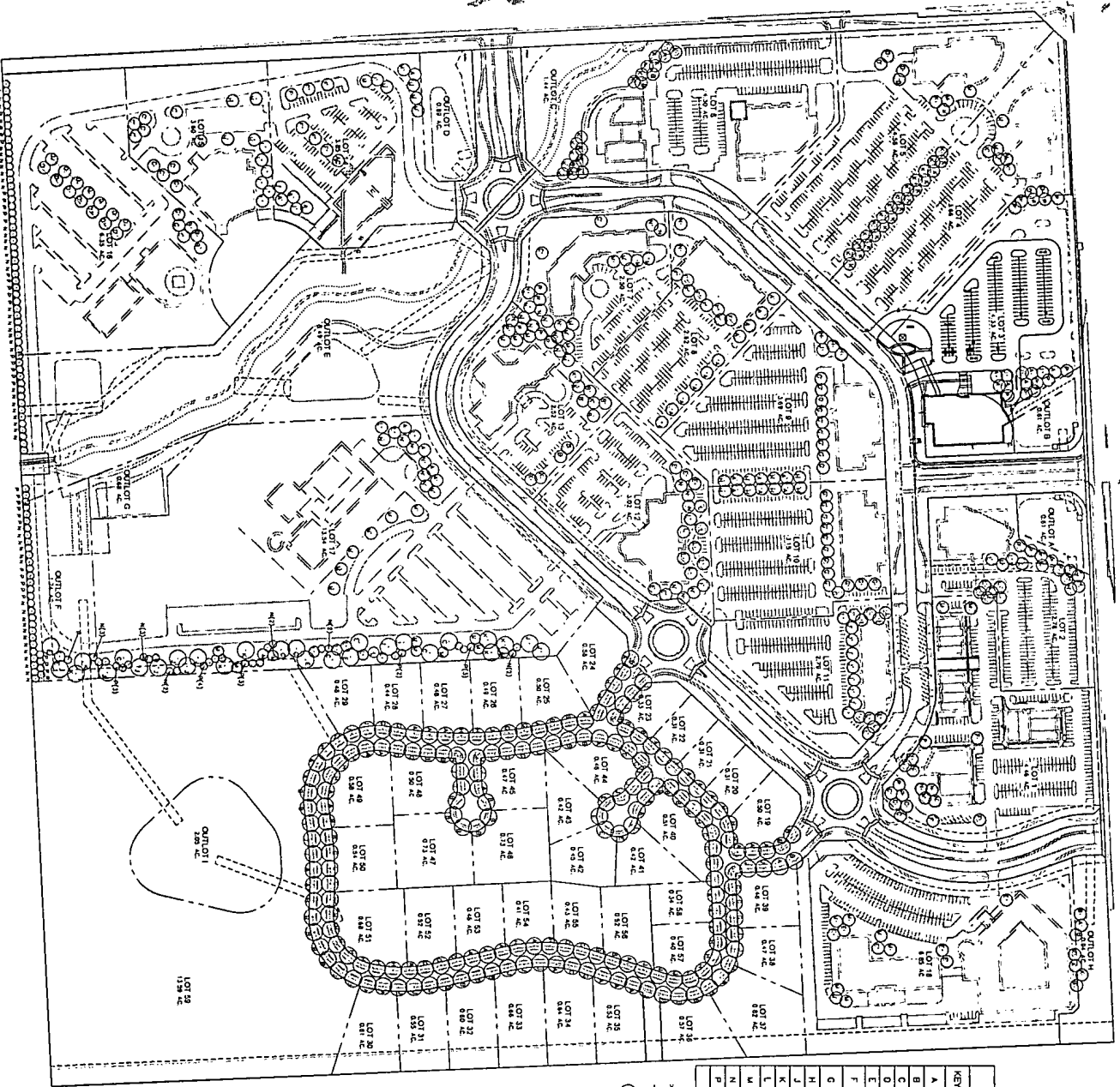
TREE INVENTORY	
ITEM	# OF TREES
CONIFEROUS TREES GREATER THAN 500 SQ. FT.	139
TREES WITH CANOPIES LESS THAN 500 SQ. FT.	435
TREES WITH CANOPIES LESS THAN 500 SQ. FT. TO REMAIN	108,290
TREES WITH CANOPIES LESS THAN 700 SQ. FT. TO BE REMOVED	9
TREES WITH CANOPIES LESS THAN 700 SQ. FT. TO REMAIN	6,300
TREES WITH CANOPIES LESS THAN 1000 SQ. FT. TO BE REMOVED	38,560
TREES WITH CANOPIES LESS THAN 1000 SQ. FT. TO REMAIN	18
TREES WITH CANOPIES GREATER THAN 1000 SQ. FT. TO BE REMOVED	99
TREES WITH CANOPIES GREATER THAN 1000 SQ. FT. TO REMAIN	99,000
TREES WITH CANOPIES GREATER THAN 1000 SQ. FT. TO BE REMOVED	111
TREES WITH CANOPIES GREATER THAN 1000 SQ. FT. TO REMAIN	155,400
AREA OF MANDATED REMOVAL	245,000
AREA OF MANDATED REMOVAL	37
AREA OF MANDATED REMOVAL	45,700

MITIGATION CALCULATIONS	
ITEM	VALUE
TOTAL TREE CANOPY ON SITE	820,900 SQ FT
23% TOTAL CANOPY EXCLUDED FROM CALCULATIONS	(206,229) SQ FT
ADJUSTED TREE CANOPY VALUE	615,675 SQ FT
CONIFEROUS AND SMALL TREE AREAS NOT APPLICABLE IN MITIGATION CALCULATIONS	(213,000) SQ FT
UNDISTURBED AREA OF TREE CANOPY THAT WILL REMAIN	(179,700) SQ FT
MANDATED TREE CANOPY REMOVAL FOR STREAM RESTORATION	(45,700) SQ FT
TOTAL CANOPY TO BE REMOVED BY DEVELOPER	177,275 SQ FT
APPLICATION OF MITIGATION PENALTY (2X)	354,550 SQ FT
NUMBER OF 500 SQ FT TREES REQUIRED TO REACH MITIGATION PENALTY	710
MITIGATION PENALTY/500 SQ FT	710

STERLING RIDGE
TREE REPLACEMENT CALCULATION

EXHIBIT H





* ALL TREES SHOWN AS MITIGATION TREES ARE ABOVE AND BEYOND CITY CODE REQUIREMENTS.

PLANT LIST			
KEY	COMMON NAME	SCIENTIFIC NAME	SIZE AT PLANTING QUANTITY
A	AUDUBON BLUE MAPLE	ACER X FRAXINUS 'STREPTOCARPUS'	3" CAL. 182
B	CELEBRATION MAPLE	ACER X FRAXINUS 'CELESTIA'	3" CAL. 55
C	BURR OAK	QUERCUS ALBACARPUS	3" CAL. 18
D	REDWOOD LINDEN	TILIA AMERICANA 'REDWOOD'	3" CAL. 20
E	PRESIDENTIAL LINDEN	TILIA CORDATA 'PRESIDENTIAL'	3" CAL. 21
F	SPYGLASS LOCUST	GLADIOLA TRICACUMENSIS VAR. 'SPYGLASS'	3" CAL. 19
G	CHESAPEAKE QUEEN MAPLE	ACER PLATANIFOLIA 'CHESAPEAKE'	3" CAL. 52
H	RED BARNET MAPLE	ACER RUBRUM 'TRANSCEND'	3" CAL. 50
J	RIVER BIRCH	BETULA NIGRA	12" 62
K	CARLE PLACE	PRUNUS CALIFORNIANA 'CARLE PLACE'	4" CAL. 33
L	ORANGE PRUNE	PRUNUS SPECIES	3" CAL. 48
M	COBBLER SPRUCE	PRUNUS PRINCEPS	5"-7" 85
N	WHITE PRUNE	PRUNUS STROBUS	5"-7" 79
		TOTAL	737

EXHIBIT H



Exhibit "J"

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)

The below information is taken from the PCWP grading permit for the project (oma20110302-1166-1):

Sequence of Construction

Phase I-A

1. Prior to any stripping of any vegetation or grading:
Install all phase 1-a erosion control features needed and shown on the plans such as:
 - A. Prepare temporary parking and storage area.
 - B. Install stabilized construction exit(s) and swppp information sign.
 - C. Install phase 1-a silt fence(s) on the site (clear only those areas necessary to install silt fence).
 - D. Construct and stabilize phase 1-a sediment basin(s) and trap(s) with appropriate outfall structures (clear only those areas necessary to install basins and traps).
 - E. Install and stabilize phase 1-a hydraulic control structures (dikes, level terraces, swales, check dams, etc.).
 - F. Important: immediately install the main stream channel diversion (dd-2 and dd-4) per the plan and details, overseed, place erosion control blanket, and water until vegetation is established. This diversion must be stabilized prior to re-routing base flow in order to complete hell creek stream improvements.
2. Inspector approval must be attained before the start of any stripping of existing vegetation or grading. After installing all phase 1-a erosion control features needed and shown on the plans:
 - A. Begin clearing & grubbing the site.
 - B. Proceed with grading & removals in accordance with the phased swppp & grading plans but disturbing no more at one time than is necessary.

Phase I-B

1. After placement of topsoil or when work is scheduled to cease for more than 14 days:
 - A. As grading progresses, temporary seed throughout construction denuded areas that will be inactive for 14 days or more.
 - B. Permanent seed & stabilize areas to be vegetated as they are brought to final grade per the grading plans.
 - C. Install phase 1-b silt fence(s) on the site (clear only those areas necessary to install silt fence).
 - D. Construct and stabilize phase 1-b sediment basin(s) and trap(s) with appropriate outfall structures as soon as grading allows.
 - E. Install and stabilize phase 1-b hydraulic control structures (dikes, level terraces, swales, check dams, etc.) As soon as grading allows.
2. Begin surcharge placement where possible as directed in the surcharge / settlement monitoring plan.
3. Continue grading of the site.

Phase II

1. After the project engineer confirms receipt of the approved 404 permit, the contractor shall begin hell creek restoration improvements. Reference the hell creek restoration plans for improvements in the stream area:
 - A. Muck out existing ponds, stabilize the subgrade soils and fill the existing ponds per the recommendations of the geotechnical report.
 - B. Commence hell creek restoration improvements as directed in the hell creek restoration plans.

2. Modify/maintain/replace erosion & sedimentation control bmp's, sediment basins & outfall structures as required along the creek restoration area, during infrastructure construction and throughout the project to maintain a functioning swppp.
 - A. As grading & infrastructure progresses, temporary seed throughout construction denuded areas that will be inactive for 14 days or more.
 - B. Install erosion control blanket on all final grade slopes, 4:1 or steeper (even if not shown graphically).
 - C. Permanent seed & stabilize areas to be vegetated as they are brought to final grade per the grading plans.
 - D. Install phase ii silt fence(s) on the site.
 - E. Install and stabilize phase ii hydraulic control structures (dikes, level terraces, swales, check dams, etc.) As soon as grading allows.
2. Complete surcharge placement, as soon as possible in the roadway crossing areas of the hell creek improvements area as directed in the surcharge / settlement monitoring plan.
3. Remove surcharge materials after written approval is provided by the geotechnical engineer as soon as possible, as directed in the surcharge / settlement monitoring plan.
4. Continue grading of the site while infrastructure construction commences.

Phase III

1. Final grade all detention cells & landscape ponds and reconfigure sediment basins as necessary:
 - A. Sediment basin risers & anti-vortex devices shall be moved/replaced to continue functioning to protect permanent pond outfall structures as they are constructed with site infrastructure.
 - B. Landscape ponds to be constructed per the recommendations of the geotechnical report.
2. After completion of infrastructure construction.
 - A. Permanent seed & stabilize areas to be vegetated as they are brought to final grade per the grading plans.
 - B. Install erosion control blanket on all final grade slopes, 4:1 or steeper (even if not shown graphically).
3. Bmp's may not be removed until each impacted drainage basin has been fully developed. Full development shall mean installation of pavements, buildings, utilities, landscaping, and fully established permanent seeding. Furthermore, inspector approval must be attained before removal of any bmp's.
 - A. Remove all remaining temporary erosion and sediment control devices,
 - B. Stabilize any areas disturbed by the removal of bmps.

Note: upon implementation and installation of the following areas: trailer, parking, lay down, porta-potty, wheel wash, concrete washout, mason's area, fuel and material storage containers, solid waste containers, etc., immediately denote them on the site maps and note any changes in location as they occur throughout the construction process.

Conversion to permanent post construction stormwater quality feature:

Detention and retention ponds will be utilized for stormwater quality purposes throughout the Sterling Ridge development. During construction, the ponds will be sediment basins. The sediment basins will be converted to permanent ponds when the adjacent lots develop and are stabilized. There will be some sub-basins that are not 100% permanently stabilized prior to the conversion to the detention or retention pond. In this case, sediment basins will be located upstream from the pond to handle sediment runoff prior to reaching the detention/retention pond. Final construction includes fine grading, installing clay liners (as needed), installing the outlet structure and landscaping.

2. Post-construction stormwater management features

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

All stormwater ponds within the development will handle post-construction stormwater management, per City of Omaha requirements. Some are retention ponds, some are detention ponds.

The proposed design for BMP's B4, B6, B7 and C1 is to use them as dry detention basins with a water quality outlet attached to the larger outlet structure, per Figure 8-2 of the City of Omaha Regional Stormwater Design Manual.

For BMP's B4, B6 and B7, the larger outlet structure would control the 2-, 10-, and 100-year storm event flow rate to be less than or equal to the existing 2-, 10-, and 100-year storm event flow rate. The water quality outlet would treat the first ½" runoff volume from the site. For BMP C1, the 2- and 10-year flow rates will be less than the existing flow rates, however the 100-year event will overtop into Pacific Street.

Ponds A1, A2, and B2 would function as retention basins. These ponds would consist of a large standpipe to control the larger storm events, in addition to a water quality outlet structure attached (per Figure 8-5 of the City of Omaha Regional Stormwater Design Manual). These ponds would also control the 2-, 10-, and 100-year storm event flow rates to be less than or equal to the existing 2-, 10-, and 100-year storm event. The water quality outlet structure would treat the first ½" runoff volume.

For pond B2, B4 and B6 the 100-year event would overtop into the pond from Hell Creek. This storage area is necessary to decrease flows entering the existing twin 10'x5' box culvert.

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.

Detention and retention ponds will be utilized for stormwater quality purposes throughout the Sterling Ridge development. During construction, the ponds will be sediment basins. The sediment basins will be converted to permanent ponds when the adjacent lots develop and are stabilized. There will be some sub-basins that are not 100% permanently stabilized prior to the conversion to the detention or retention pond. In this case, sediment basins will be located upstream from the pond to handle sediment runoff prior to reaching the detention/retention pond. Final construction includes fine grading, installing clay liners (as needed), installing the outlet structure and landscaping.

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.

This project is not an SID, therefore there are no responsibilities of the District.

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.

Maintenance responsibilities shall be as described in Section IV.

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".

MAINTENANCE AGREEMENT

[Space above the line for recording data]

POST CONSTRUCTION STORM WATER MANAGEMENT PLAN MAINTENANCE AGREEMENT

This Post Construction Storm Water Management Plan Maintenance Agreement (hereinafter referred to as the "Agreement") is entered in to as of the date set forth below by and between Bella Terra, LLC, a Nebraska limited liability company (hereinafter referred to as the "Property Owner") and the City of Omaha, Nebraska (hereinafter referred to as the "City"). The Property Owner and the City are sometimes referred to herein as the "Parties".

WHEREAS, the Property Owner (whether one of more) is the owner of the real property legally described on Exhibit "1" which is attached hereto and incorporated herein by this reference (hereinafter referred to as "the Property");

WHEREAS, the Parties recognize that the health, safety and welfare of the citizens of the City require that storm water management facilities (hereinafter referred to as the "Facilities") must be constructed and maintained in conjunction with the development of the Property, which Property is located in the jurisdiction of the City;

WHEREAS, reference is made to the Post Construction Storm Water Management Plan, designated as Public Works Department project number OMA-20110406-225-P, (hereinafter referred to as the "PCSMP") which has been prepared by the Property Owner and approved by the City, and which is attached hereto as Exhibit "2" and incorporated herein by this reference; and,

WHEREAS, the Property Owner agrees that its obligations hereunder shall be binding on present and future owners of the Property.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the foregoing premises and the terms and provisions contained herein, the Property Owner agrees as follows:

1. The Facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been prepared by the Property Owner and which has been reviewed and accepted by the City or its designee. The Property Owner hereby reserves the right to continue to use the land on which the PCSMP is constructed for any uses or purposes which do not materially interfere with the use or operation of the Facilities or the BMP Maintenance Requirements (defined below).
2. The Property Owner has prepared, and the City has reviewed and accepted the "BMP Maintenance Requirements" which are attached hereto as Exhibit "3" and which are incorporated herein by this reference.

3. The Property Owner shall, at its sole expense, construct and perpetually operate and maintain the Facilities in strict accordance with the BMP Maintenance Requirements.
4. The Property Owner hereby grants permission to the City, its authorized agents and employees, upon reasonable notice and at reasonable times, to enter upon the Property, for inspections to ensure that the Facilities are maintained in accordance with this Agreement; provided, however, any such access by the City onto the Property shall be limited to paved areas and any pervious areas around the Facilities to the extent reasonably necessary to inspect the Facilities.
5. In the event an inspection reveals that the Facilities have not been maintained in accordance with this Agreement and corrective action is needed, the City shall provide the Property Owner with written notice specifying what corrective action is reasonably required. If the Property owner has not completed the corrective actions within thirty (30) days of receipt of such notice, the City may perform the necessary corrective work. In the event of an emergency as determined by the City or its designee in its sole discretion, the City or its designee is authorized to enter the Property to make all repairs, and to perform all maintenance, construction and reconstruction as the City reasonably deems necessary. The City shall be entitled to recover from the Property Owner the reasonable costs the City reasonably expends to maintain or repair the Facilities or to correct operational deficiencies in accordance with this Agreement or applicable law. Failure to pay the City all of its reasonably expended costs, after forty-five days written notice, shall constitute a breach of this Agreement. The City shall thereafter be entitled to bring an action against the Property Owner to recover such costs.
6. The Property Owner shall not obligate the City to maintain or repair the Facilities, and the City shall not be liable to any person for the condition or operation of the Facilities.
7. The Property Owner hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the Facilities by the Property Owner, unless such damages, accidents, casualties, occurrences or claims are caused by the negligence, gross negligence or willful misconduct of the City or its authorized agents or employees. In the event such a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall have the right to defend and settle, at its own expense, any suit based on such claim. If a final judgment is entered against the City for such a claim, the Property Owner shall pay such judgment unless such judgment is based on the negligence, gross negligence or willful misconduct of the City or its agents or employees.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City to enforce any of its ordinances as authorized by law.
9. The Property Owner shall comply with the time periods set forth in this Agreement; provided, however, that said periods shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the Facilities contemplated

Exhibit "1"

Legal Description of the Property

PROJECT INFORMATION

Legal Description:

STERLING RIDGE, LOTS 1 – 59 AND OUTLOTS A-I

Property Address:

SE CORNER OF 132ND AND PACIFIC STREET

Subdivision Name:

STERLING RIDGE

Section: SW ¼ S30 – T15N – R12E

APPLICANT INFORMATION

Business Name: Bella Terra, LLC

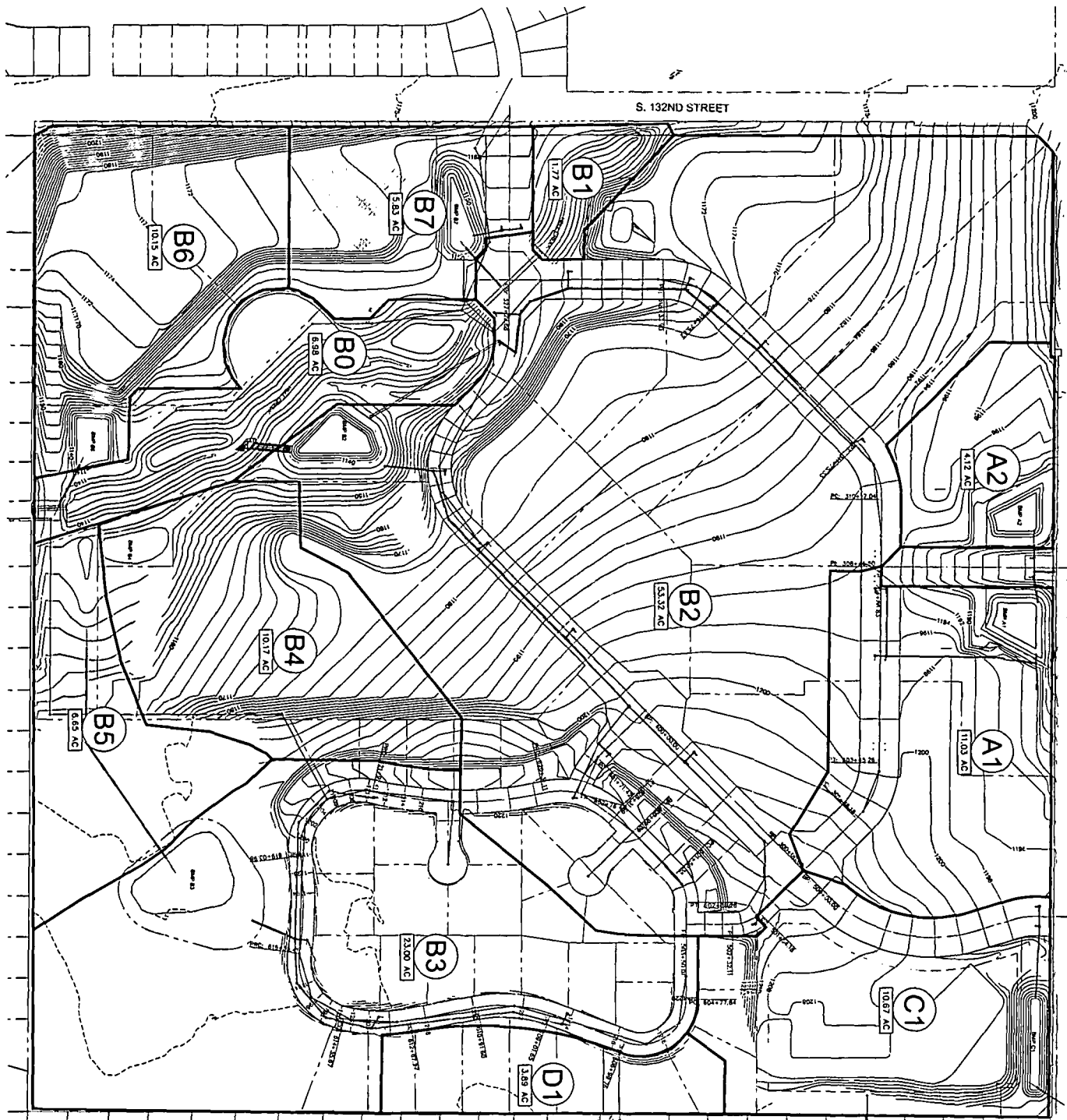
Business Address: 4715 S. 132 Street
Omaha, NE 68137

Representative's Name: Lance Larsen

Representative's Email Address: llarsen@millardref.com

Representative's Phone Number: 402.896.6600

Representative's Fax Number: 402.896.6700

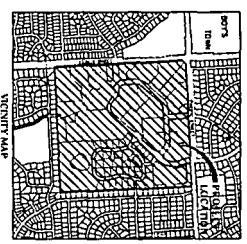
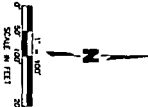


POND NAME	2-YR STORM RELEASE RATE	10-YR STORM RELEASE RATE	100-YR STORM RELEASE RATE	STORMWATER QUALITY VOLUME
BMP A1/A2	4572	7514	6238	26790
BMP B0	1574	2524	2038	8470
BMP B1	1115	1814	1480	5950
BMP B2	3115	4930	3980	15950
BMP B3	1415	2320	1880	7550
BMP B4	5540	9050	7270	29250
BMP B5	775	1250	1012	4050
BMP B6	541	895	710	2820
BMP B7	1205	1970	1560	6200
BMP C1	1205	1970	1560	6200
BMP D1	1205	1970	1560	6200

* THESE PONDS WILL OVERTOP FROM HELL CREEK ON THE 100-YR ATTENUATION FOR THE HELL CREEK WATERSHED.



- Proposed 200'-0" x 40' L&E
- Proposed 100'-0" x 10' L&E
- Proposed 50'-0" x 5' L&E
- Proposed 25'-0" x 2' L&E
- Proposed 12'-0" x 1' L&E
- Proposed 6'-0" x 0.5' L&E
- Proposed 3'-0" x 0.25' L&E
- Proposed 1'-0" x 0.1' L&E
- Proposed 0.5'-0" x 0.05' L&E
- Proposed 0.25'-0" x 0.025' L&E
- Proposed 0.1'-0" x 0.01' L&E
- Proposed 0.05'-0" x 0.005' L&E
- Proposed 0.025'-0" x 0.0025' L&E
- Proposed 0.01'-0" x 0.001' L&E
- Proposed 0.005'-0" x 0.0005' L&E
- Proposed 0.0025'-0" x 0.00025' L&E
- Proposed 0.001'-0" x 0.0001' L&E
- Proposed 0.0005'-0" x 0.00005' L&E
- Proposed 0.00025'-0" x 0.000025' L&E
- Proposed 0.0001'-0" x 0.00001' L&E
- Proposed 0.00005'-0" x 0.000005' L&E
- Proposed 0.000025'-0" x 0.0000025' L&E
- Proposed 0.00001'-0" x 0.000001' L&E



PROPOSED DRAINAGE BASINS & BMP PLAN

STERLING RIDGE
132ND AND PACIFIC STREET

"EXHIBIT 2"



NO.	DATE	REVISIONS OR DESCRIPTION

Exhibit "3"

BMP Maintenance Requirements

Name & Location

Project Name: Sterling Ridge
 Address: SE Corner of 132nd & Pacific
 PCWP Project Number: OMA20110302-1166-1
 PWD Building Permit #: OPW52034-PCSMP
 OMA-20110406-225-P

Site Data

Total Site Area: 150.45 Acres
 Total Disturbed Area: 150.45 Acres
 Total Undisturbed Area: 0.00 Acres
 Impervious Area Before Construction: 5%
 Impervious Area After Construction: 80%

BMP Information

BMP ID	Type of BMP	Northing/Easting	Latitude/Longitude
BMP A1/A2	Retention Pond w/ water quality outlet	N: 539633 E: 2709191	41°14'54" N 96°06'56" W
BMP B2	Retention Pond w/ water quality outlet	N: 537861 E: 2708805	41°14'37" N 96°06'59" W
BMP B3	Retention Pond w/ water quality outlet	N: 537552 E: 2709700	41°14'33" N 96°06'45" W
BMP B4	Extended Dry Detention Pond	N: 537336 E: 2709127	41°14'31" N 96°06'56" W
BMP B5	Stream Channel/Swale	N: 537205 E: 2709193	41°14'30" N 96°06'56" W
BMP B6	Extended Dry Detention Pond	N: 537224 E: 2708853	41°14'30" N 96°06'59" W
BMP B7	Extended Dry Detention Pond	N: 537137 E: 2708256	41°14'40" N 96°07'07" W
BMP C1	Extended Dry Detention Pond	N: 539697 E: 2710232	41°14'54" N 96°06'39" W

BMP Type (Dry Detention Basin/ Retention Basin)	
Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Repair broken pipes	As needed
Replace riprap choked with sediment	As needed
Security	As needed
Remove accumulated sediment	As needed

BMP Type (Grassed Swale/Channel Maintenance)	
Task	Schedule
Trash debris and removal	Monthly
Stabilization of eroded areas	Monthly
Mowing	Monthly
Check outlet pipes (if present) for clogging	Monthly
Repair flow dispersion device to avoid formation of channels	Monthly
Inspect and remove accumulated sediment	Monthly – as needed
Reseed	Semi-Annually – as needed
Security	As needed
Remove accumulated sediment	As needed

Maintenance Inspection Reports

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

Amended by CCZO No. 988 of 8/11/11. (SM)

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Bella Terra, LLC proposes to build a subdivision to be known as Sterling Ridge (Lots 1-59 and Outlots A - I) which will be located southeast of 132nd & Pacific Streets; and,

WHEREAS, Bella Terra, LLC will build public and private improvements in this subdivision; and,

WHEREAS, Bella Terra, LLC wishes to construct a sanitary sewer system and connect said system to the Sanitary Sewer System of the City of Omaha; 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 specifically benefit property in the area to be developed and to what extent the cost of the same shall be specially assessed; and,

WHEREAS, Bella Terra, LLC agrees to pay \$40,539 as an Administrative Fee to the City to fund additional employees in the Planning and Public Works Departments to facilitate the processing of developments; and,

WHEREAS, Interceptor Sewer Fees in the amount of \$559,283.56 will be collected by the City as Building Permits are approved in the subdivision for the construction of the sewers in the Papillion Creek Watershed; and,

WHEREAS, Watershed Management Fees in the amount of \$340,235 will be collected by the City as Building Permits are approved in the subdivision; and,

WHEREAS, Bella Terra, LLC has or will create the Sterling Ridge Master Owners Association who will be responsible for identified ongoing maintenance as contained in the Agreement; and,

By.....
Councilmember

Adopted.....
.....
City Clerk

Approved.....
Mayor

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

PAGE -2-

WHEREAS, a Subdivision Agreement has been prepared setting forth all the provisions mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Subdivision Agreement among the City of Omaha, Bella Terra, LLC and the Sterling Ridge Master Owners Association, as recommended by the Mayor, providing for the public improvements, 1% administrative fee, Interceptor Sewer Fee, Watershed Management Fee, contribution to future intersection improvements at 132nd & Pacific Streets and sewer connection to the Omaha Sanitary Sewer System, is hereby approved. The Subdivision is to be known as Sterling Ridge (Lots 1-59 and Outlots A - I) and is located southeast of 132nd & Pacific Streets.

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APPROVED AS TO FORM:

[Signature] 7-18-11
CITY ATTORNEY DATE

By *Thomas Mulligan*
Councilmember

Adopted AUG 16 2011 *as amended 7-8*

Buster Brown
City Clerk

Approved *Jim Smith*
Mayor

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's Office.

8/18/11

Buster Brown
Buster Brown, City Clerk, City of Omaha

NO. *998*

P.C.D.

Resolution By

Res. that the Subdivision Agreement among the City of Omaha, Bella Terra, LLC and the Sterling Ridge Master Owners Association, as recommended by the Mayor, providing for the public improvements, 1% administrative fee, Interceptor Sewer Fee, Watershed Management Fee, contribution to future intersection improvements at 132nd & Pacific Streets and sewer connection to the Omaha Sanitary Sewer System, is hereby approved. The Subdivision is to be known as Sterling Ridge (Lots 1-59 and Outlots A - J) and is located southeast of 132nd & Pacific Streets.

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Presented to City Council

AUG 16 2011

*Resolution read
Amendment Approved 7-0
Adopted as amended 7-0*

Buster Brown

City Clerk