



BK 0935 PG 044



MISC 1990 15073

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INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

4

ORDINANCE NO. 32020 BOOK 935 PAGE 44

29

AN ORDINANCE to approve a Mixed Use District Development Agreement with Center Road Retail Developers Limited Partnership and CR Peripheral for the property southeast of 144th Street and West Center Road, to provide site development standards, and to provide for an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the City of Omaha, in the interest of maintaining of public health, safety and welfare, desires to assure that the property is developed in accordance with the provisions of Mixed Use District Development Agreement attached hereto and made a part hereof by reference.

*Amended by
Ord. #63 of
3/27/90. (SM)*

Section 2. That the Mixed Use District Development Agreement, is hereby approved.

Section 4. That this Ordinance shall be in full force and take effect fifteen (15) days from and after the date of its passage.

INTRODUCED BY COUNCILMEMBER

Joseph L. Frenzel

APPROVED BY:

P. J. May 3/29/90
MAYOR OF THE CITY OF OMAHA DATE

PASSED MAR 27 1990 as amended 6-0.

ATTEST:

Busta Brown
CITY CLERK OF THE CITY OF OMAHA
Deputy

APPROVED AS TO FORM:

Ed Spranger
CITY ATTORNEY

1306v
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.

BY Busta Brown
CITY CLERK

1

15073
Misc
A

RECEIVED

AUG 15 2 20 PM '90

GEORGE J. BUSLEWICZ
REGISTER OF DEEDS

BK 935 N 75A-1 C/O FEE 1250
PG 44-65 N 27-17 DEL VR MO 6/c
OF MDC COMP ML F/B MI-25224

MIXED USE DISTRICT DEVELOPMENT AGREEMENT

This Mixed Use District Development Agreement made pursuant to Provisions 55-561 et seq. of the Zoning Ordinances of the City of Omaha, made and entered into this 29th day of MARCH, 1990 by and between the City of Omaha, Nebraska (City), a Municipal Corporation, and Center Road Retail Developers Limited Partnership, an Indiana Limited Partnership, and CR Peripheral Developers, an Indiana General Partnership, both hereinafter collectively referred to as "Developers".

W I T N E S S E T H :

WHEREAS, Developers are the owner of the real estate described on the attached Exhibit "A", which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of the Mixed Use District Provisions of the City Zoning Ordinances for the development of a project including a regional shopping mall with related outlots, community center developments, general office developments and light industrial developments, which project will generally be known as Oak View; and

WHEREAS, in accordance with the requirements of the City Code, the Developers have presented a Development Plan to the City; and

WHEREAS, City, in the interest of maintaining the public, health, safety and welfare, desires to assure that such development is developed substantially in accordance with the Development Plan and therefore considers this agreement to be in the best interests of the City; and

WHEREAS, the Developers are willing to commit themselves to the development of a project substantially in accordance with the Development Plan and desire to have a reasonable amount of flexibility to carry out the development and therefore considers this agreement to be in their best interests; and

WHEREAS, the City and Developers desire to set forth in this agreement their respective understandings and agreements with regard to the development and the Mixed Use District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

*Amended by
Doc. # 631 of
307190. (SM)*

(1)

1.1 Building Coverage means that percentage of a platted lot dedicated to the horizontal area of a structure or structures with a roof supported by columns or walls for the shelter, support, or enclosure of persons or property.

1.2 Gross Building Area means the aggregate interior square footage on all levels of a particular structure, measured from the interior surface of the exterior walls of such structure (in the case of windows, doors or other openings in such exterior walls, the measurement being made from the innermost surface of the exterior walls in which such windows, doors, or other openings are located). In the case of a parking structure, "Gross Building Area" shall not include ingress and egress ramps not used for parking which are located outside of the outer walls of that portion of the structure containing parking areas.

1.3 Floor Area Ratio means the ratio of Gross Building Area for any lot to the square footage of such lot.

1.4 Impervious Coverage means that percentage of a platted lot which is dedicated to the horizontal area of all buildings, roofed or covered surfaces, paved surface areas, walkways, driveways or ramps.

1.5 Site Development Regulations mean those Gross Building Areas, Floor Area Ratios, Building Coverage percentages, and Impervious Coverage percentages applicable to particular lots in Oak View, all as defined in this agreement.

SECTION 2. DEVELOPMENT PLAN.

2.1 Except as otherwise permitted in this agreement or the zoning ordinances of the City, the project shall be developed in accordance with the Development Plan a/k/a Master Plan, which is attached hereto as Exhibit "B" and by this reference incorporated herein.

2.2 It is intended that this plan be a general schematic of the development. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developers to alter the size or location of the buildings or support services. The Developers



reserve the right to modify the Development Plan provided that such modifications do not violate any provisions of the Omaha Municipal Code and the City agrees that any and all of such modifications shall not constitute a violation of Section 2.1 of this agreement:

2.2.1 As long as the Site Development Regulations are not violated, Developers may alter the location, physical shape or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot.

2.2.2 As long as the Site Development Regulations are not violated, Developers may reduce or increase the number of buildings or lots as shown on the Development Plan by revising, combining or splitting lots. The City shall by administrative subdivision grant any such lot splits, revisions or combinations as are necessary to carry out Developers plan. If because of the requirements of law it is necessary to replat all or any portion of the project, the City agrees to accommodate such replatting as expeditiously as possible.

2.2.3 As long as the Site Development Regulations are not violated and with the approval of the Planning Director of the City (not to be unreasonably withheld), the Developers may alter the location and design of any off-street parking areas shown on any lot or area within the Development Plan so long as such alteration does not increase or decrease the Impervious Coverage requirement of any lot as set forth in the Site Development Regulations. The Developer shall use the parking module dimensions as set forth on the attached Exhibit "C".

2.3 None of the foregoing provisions shall be construed to imply any waiver of any provision of Chapter 55, Chapter 53 or any other section of the Omaha Municipal Code.

SECTION 3. SITE DEVELOPMENT REGULATIONS.

3.1 That portion of the Development Plan designated as Regional Shopping Mall and the outlots described under the legend of the Regional Shopping Mall on the Development Plan shall be subject to the following Site Development Regulations:

<u>Regulator</u>	<u>Requirement</u>
Lot Area:	5,000 square feet minimum
Lot Width:	50 feet minimum
Floor Area Ratio:	2.0 maximum
Front Yard:	The greater of 15 feet or 50 feet from the centerline of the fronting street.
Street Side Yard:	The greater of 15 feet or 50 feet from the centerline of the duly dedicated public fronting street.
Interior Side Yard:	No requirement
Rear Yard:	No requirement
Height:	100 feet maximum
Building Coverage:	70 percent maximum
Impervious Coverage:	90 percent maximum

3.2 The area of the Development Plan designated as Community Center Tracts A & B, shall be subject to the following Site Development Regulations:

<u>Regulator</u>	<u>Requirement</u>
Lot Area:	5,000 square feet minimum
Lot Width:	50 feet minimum
Floor Area Ratio:	2.0 maximum
Front Yard:	The greater of 15 feet or 50 feet from the centerline of the fronting street.
Street Side Yard:	The greater of 15 feet or 50 feet from the centerline of the fronting street.

<u>Regulator</u>	<u>Requirement</u>
Interior Side Yard:	No requirement
Rear Yard:	No requirement
Height:	75 feet maximum
Building Coverage:	70 percent maximum
Impervious Coverage:	90 percent maximum

3.3 The area designated as General Office on the Development Plan, shall be subject to the following Site Development Regulations:

<u>Regulator</u>	<u>Requirement</u>
Lot Area:	5,000 square feet minimum
Lot Width:	50 feet minimum
Floor Area Ratio:	1.5 maximum
Front Yard:	25 feet minimum
Street Side Yard:	15 feet minimum
Interior Side Yard:	5 feet minimum to 40 feet height of building; two additional feet for each additional ten feet in height.
Rear Yard:	15 feet
Height:	120 feet maximum
Building Coverage:	60 percent maximum
Impervious Coverage:	80 percent maximum

The floor area bonus for parking structure provisions of 55-328 shall apply to this designated Office area.

3.4 The areas designated as Light Industrial shall be subject to the following Site Development Regulations:

<u>Regulator</u>	<u>Requirement</u>
Lot Area:	5,000 square feet minimum
Lot Width:	50 feet minimum
Floor Area Ratio:	.50 maximum
Front Yard:	25 feet minimum
Street Side Yard:	15 feet minimum
Interior Side Yard:	10 feet minimum
Rear Yard:	15 feet minimum
Height:	40 feet
Building Coverage:	60 percent maximum
Impervious Coverage:	80 percent maximum

SECTION 4. MAINTENANCE OF GREEN AREAS.

4.1 All green areas and landscape areas located in the public rights-of-way along 144th Street or West Center Road will be maintained by Developers, their successors and assigns and neither the Sanitary and Improvement District formed for the purpose of installing public improvements for development of the project nor the City of Omaha will be required or obligated to provide maintenance to such areas.

SECTION 5. LANDSCAPING.

5.1 Landscaping for the project shall be according to the Landscape Concept Plan, Exhibit "D-1" and Landscape Detail Plan, Exhibit "D-2" which are attached hereto. The landscaping shall meet the minimum requirements of the provisions of the Omaha City Code, however, landscaping within the designated areas, i.e. Regional Shopping Mall, Community Center Tracts A & B, Office and Industrial Tracts, etc. shall be satisfied for each such designated area. All green areas and landscape areas located in public right-of-way will be maintained by the Developer, their successors or assigns or a business owners association formed by them or their successors or assigns and neither the Sanitary and Improvement

District formed for the purpose of installing public improvements for development of the project nor the City of Omaha will be required or obligated to provide maintenance to such areas.

SECTION 6. SIGNAGE.

6.1 Signage for the project shall be in accordance with the Sign Plans attached hereto as Exhibits "E-1" (Mall) and "E-2" (Community Center).

SECTION 7. GUARANTEE.

7.1 As set forth in the Subdivision Agreement adopted contemporaneously herewith, the Developers shall provide or cause to be provided a corporate guarantee from Melvin Simon and Associates, Inc., in the amount of One Million (\$1,000,000) Dollars to assure the City that a shopping mall (including department stores and small shops) will be built or caused to be built on the land shown on Exhibit "A".

SECTION 8. MISCELLANEOUS PROVISIONS.

8.1 The City and Developers agree to do all things necessary or appropriate to carry out the terms of this agreement and to aid and assist each other in carrying out its terms including, but not limited to, enactment by the City of such Resolutions and Ordinances in taking of such other action as may be necessary to enable the City and Developers to comply with the terms hereof.

8.2 The City agrees that no revised site plan, plat, revised development plan or related documents shall be arbitrarily or unreasonably rejected or disapproved by the City staff.

8.3 City agrees to issue each building permit as expeditiously as possible and to grant individual occupancy permits on the project on a store by store or unit basis, but no such permit shall be issued unless work on portions of such buildings has advanced to a point that the individuals using the portions of the building for which their certificate of occupancy is to be issued will not be endangered by construction in progress and the building is safe for those to be occupied.

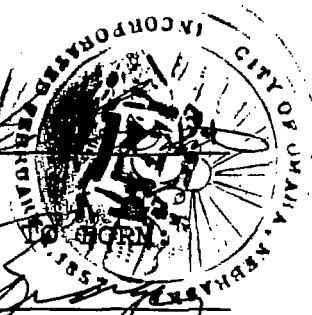
8.4 The Planning Director of the City of Omaha shall have the authority to administer this agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this agreement. However, the Planning Director of the City of Omaha shall have no authority to otherwise amend this agreement unless requested by the Developers only.

8.5 Except as outlined above in 7.4 and Section 2, all substantial amendments to this agreement shall require the approval of the City Council of the City of Omaha and the Developers or their successors. This provision shall not abrogate any legal remedies available to the City Council of the City of Omaha or the Planning Director of the City of Omaha. If any provision of this agreement is held invalid, such provision shall be deemed to be excised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

8.6 The provisions of this agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon the present and all successor owners of the real estate described on the attached Exhibit "A".

IN WITNESS WHEREOF the undersigned have executed this agreement the day and year first above written.

ATTEST:



CITY OF OMAHA, NEBRASKA

Buster
City Clerk

By F. A. Morgan
Mayor

Date 3/29/90

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

CENTER ROAD RETAIL DEVELOPERS
LIMITED PARTNERSHIP, an
Indiana limited partnership

By: CENTER-SIMON RETAIL
DEVELOPERS LIMITED
PARTNERSHIP, an Indiana
limited partnership,
General Partner

By: CS RETAIL DEVELOPERS
INC., an Indiana
corporation, General Partner

By: [Signature]
Its: VICE PRESIDENT

By: KV-CENTER ASSOCIATES, a
Nebraska general partnership,
General Partner

By: KVI, LTD., a
Nebraska corporation,
General Partner

By: [Signature]
George W. Venteicher,
President

By: OLD MILL ASSOCIATES,
a Nebraska general
partnership, General Partner

By: [Signature]
George W. Venteicher,
General Partner

By: [Signature]
Frank R. Krejci,
General Partner

By: KV-PERIPHERAL ASSOCIATES, a
Nebraska general partnership,
Partner

By: KVI, LTD., a Nebraska
corporation, Partner

By: [Signature]
George W. Venteicher,
President

By: OLD MILL ASSOCIATES, a
Nebraska general partnership,
Partner

By: [Signature]
George W. Venteicher,
Partner

By: [Signature]
Frank R. Krejci,
Partner

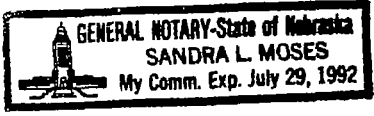
By: CENTER-SIMON PERIPHERAL
DEVELOPERS LIMITED
PARTNERSHIP, an Indiana
limited partnership, Partner

By: CS PERIPHERAL DEVELOPERS,
INC., an Indiana
corporation, General Partner

By: [Signature]
Its: VICE PRESIDENT.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

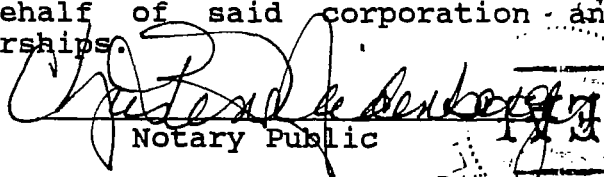
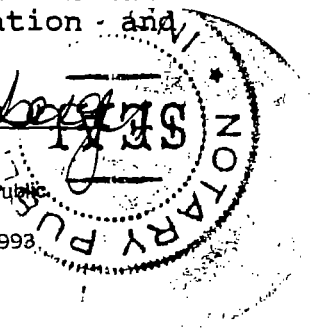
The foregoing instrument was acknowledged before
me this 29th day of MARCH, 1990 by P.J. Morgan,
Mayor of the City of Omaha, and attested to by Suzanne
BROWN, DEPUTY City Clerk of the City of Omaha, on
behalf of said City.



[Signature]
Notary Public

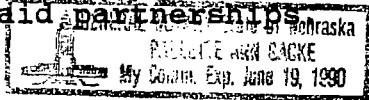
STATE OF INDIANA)
) ss.
COUNTY OF MARION)

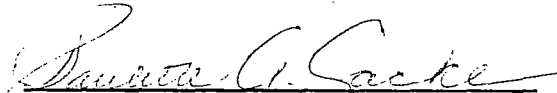
The foregoing instrument was acknowledged before me this 23rd day of February, 1990 by R. L. FOXWORTH, to me known to be the VICE PRESIDENT of CS Retail Developers, Inc., an Indiana corporation, general partner of Center-Simon Retail Developers Limited Partnership, an Indiana limited partnership, general partner of Center Road Retail Developers Limited Partnership, an Indiana limited partnership, on behalf of said corporation and each of said limited partnerships.


Notary Public
CHRISTINE NEIDENBERGER, Notary Public
County of Residence: Marion
My Commission Expires March 27, 1993


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

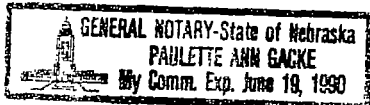
The foregoing instrument was acknowledged before me this 27 day of February, 1990 by George W. Venteicher, President of KVI, Ltd., a Nebraska corporation, partner of KV-Center Associates, a Nebraska general partnership, general partner of Center Road Retail Developers Limited Partnership, an Indiana limited partnership, on behalf of said corporation and each of said partnerships.

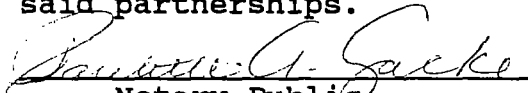



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27 day of February, 1990 by George W. Venteicher, Partner and Frank R. Krejci, Partner of Old Mill Associates, a Nebraska general partnership, partner of KV-Center Associates, a Nebraska general partnership, general partner of Center Road Retail Developers Limited Partnership, an Indiana limited partnership, on behalf of said corporation and each of said partnerships.

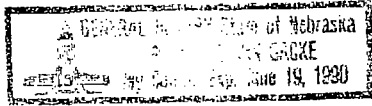



Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 935 PAGE 56

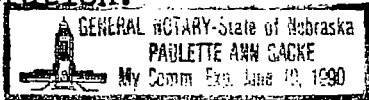
The foregoing instrument was acknowledged before me this 27 day of February, 1990 by George W. Venteicher, President of KVI, Ltd., a Nebraska corporation, partner of KV-Peripheral Associates, a Nebraska general partnership, partner of CR Peripheral Developers, an Indiana general partnership, on behalf of said corporation and said partnerships.



Paullette A. Gacke
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

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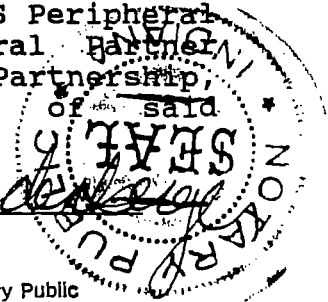


Paullette A. Gacke
Notary Public

STATE OF INDIANA)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 23rd day of February, 1990 by R. L. FOXWORTHY, to me known to be the VICE PRESIDENT of CS Peripheral Developers, Inc., an Indiana corporation, General Partner of Center-Simon Peripheral Developers Limited Partnership, an Indiana limited partnership, on behalf of said partnerships and corporation.

Christine Neidenberger
Notary Public



CHRISTINE NEIDENBERGER, Notary Public
County of Residence: Marion
My Commission Expires March 27, 1993

*As to form:
Ken Genger
Lead City City*

2017-2018

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21. The area shown is subject to the easement shown on the plat of the Omaha Industrial Foundation No. 4, Replat 1, recorded in Book 935, Page 57 of this Record.

22. The area shown is subject to the easement shown on the plat of the Omaha Industrial Foundation No. 4, Replat 1, recorded in Book 935, Page 57 of this Record.

23. The area shown is subject to the easement shown on the plat of the Omaha Industrial Foundation No. 4, Replat 1, recorded in Book 935, Page 57 of this Record.

24. The area shown is subject to the easement shown on the plat of the Omaha Industrial Foundation No. 4, Replat 1, recorded in Book 935, Page 57 of this Record.

25. The area shown is subject to the easement shown on the plat of the Omaha Industrial Foundation No. 4, Replat 1, recorded in Book 935, Page 57 of this Record.

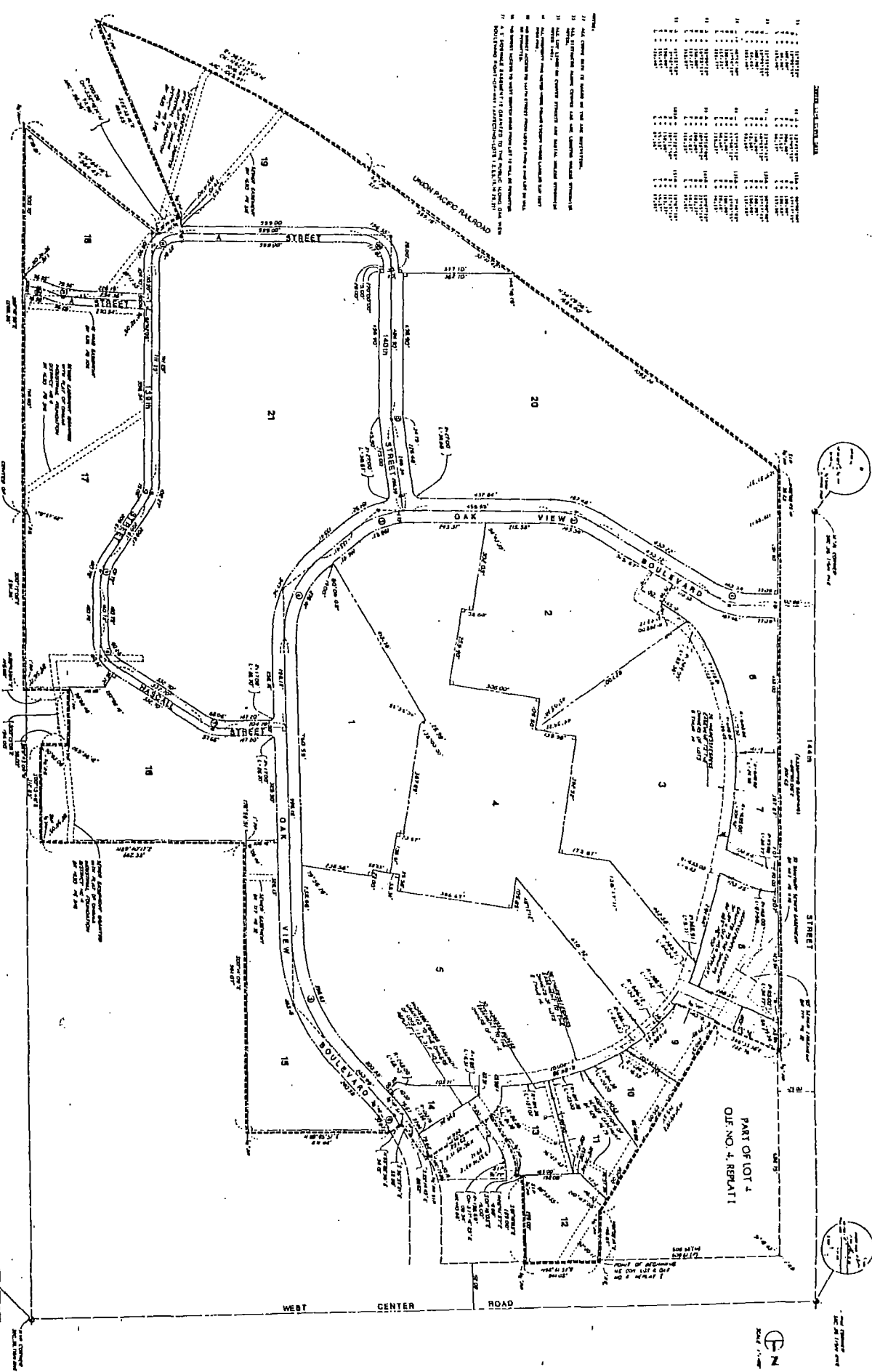
26. The area shown is subject to the easement shown on the plat of the Omaha Industrial Foundation No. 4, Replat 1, recorded in Book 935, Page 57 of this Record.

27. The area shown is subject to the easement shown on the plat of the Omaha Industrial Foundation No. 4, Replat 1, recorded in Book 935, Page 57 of this Record.

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30. The area shown is subject to the easement shown on the plat of the Omaha Industrial Foundation No. 4, Replat 1, recorded in Book 935, Page 57 of this Record.



OAK VIEW

LOTS 1 THRU 21, INCLUSIVE

A REPLAT OF: LOTS 1, 2, 4 THRU 12, AND PART OF LOT 3,
OMAHA INDUSTRIAL FOUNDATION NO. 4,

TOGETHER WITH LOTS 5 THRU 11, AND PART OF LOTS 3 & 4
OMAHA INDUSTRIAL FOUNDATION NO. 4 REPLAT 1,

ALL LOCATED IN THE WEST 1/2 OF
SECTION 36, TOWNSHIP 15 NORTH, RANGE 11 EAST

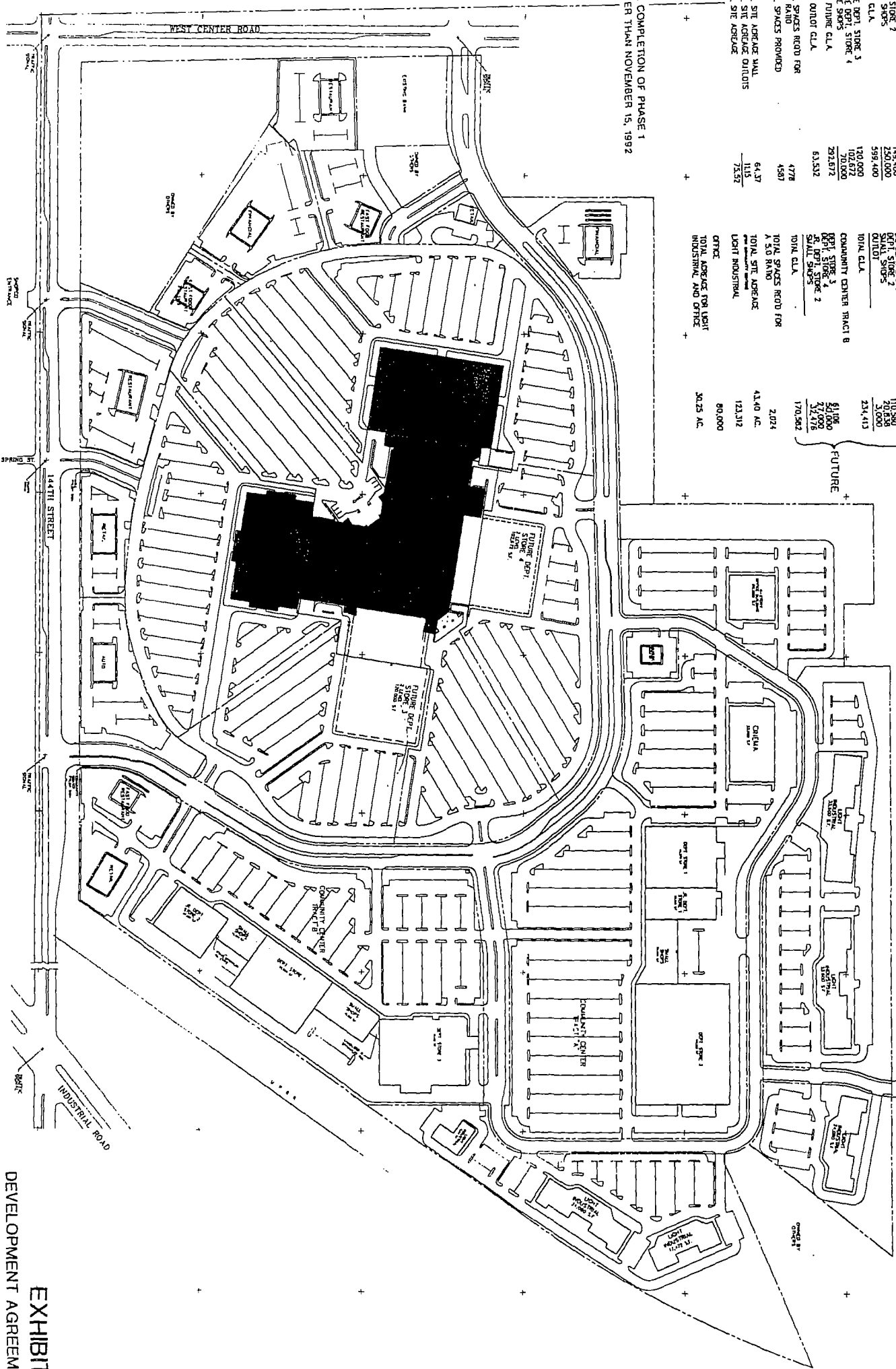
DOUGLAS COUNTY, NEBRASKA

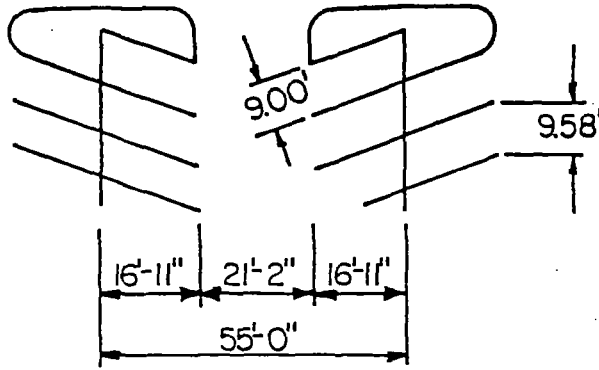
1989

LEGEND

RECORDING SHOPPING MALL		COMMUNITY CENTER TRACT A	
PHASE 1	DEPT. STORE 1	200,000	21,890
	DEPT. STORE 2	148,400	77,012
	SMALL STORES	250,000	10,580
	TOTAL C.L.A.	598,400	110,482
FUTURE	FUTURE DEPT. STORE 3	190,000	23,413
	FUTURE DEPT. STORE 4	102,672	51,096
	FUTURE SMALL STORES	292,672	50,000
	TOTAL C.L.A.	585,344	124,509
TOTAL SPACES PROVIDED FOR A 3.0 RATIO		4778	170,842
TOTAL SITE ACREAGE MAINT. TOTAL SITE ACREAGE		64.37	2,024
		1115	43,40 AC.
		7552	123,312
			80,000
			30.25 AC.

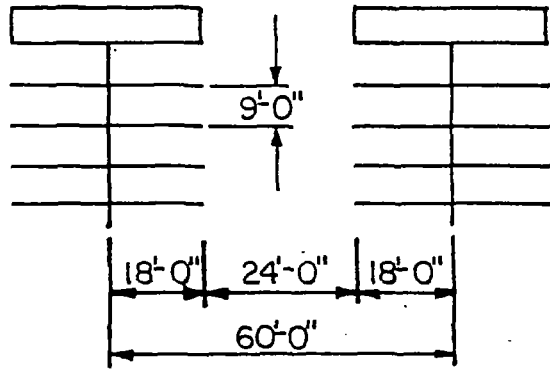
SUBSTANTIAL COMPLETION OF PHASE 1
WILL BE NO LATER THAN NOVEMBER 15, 1992





70° PARKING DETAIL (TYP.)

NO SCALE



90° PARKING DETAIL (TYP.)

NO SCALE

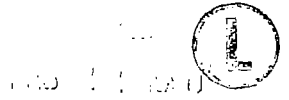
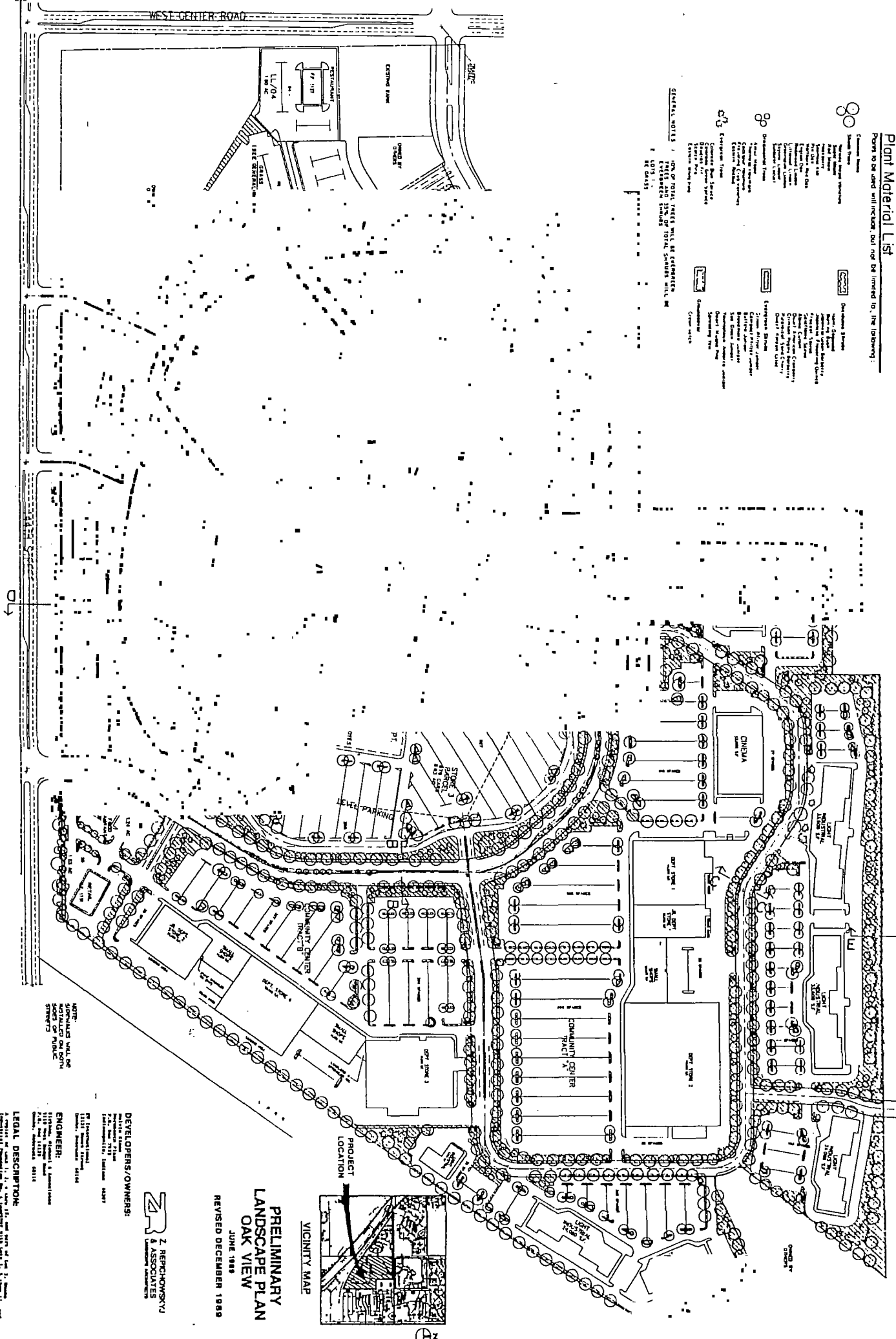


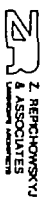
EXHIBIT C
DEVELOPMENT AGREEMENT

Plant Material List
 Plants to be used will include, but not be limited to, the following:

- Tree
- Shrub
- Flowering Shrub
- Groundcover
- Lawn Grass
- Ornamental Grass
- Perennial Flowering Plant
- Annual Flowering Plant
- Climbing Plant
- Tree
- Shrub
- Flowering Shrub
- Groundcover
- Lawn Grass
- Ornamental Grass
- Perennial Flowering Plant
- Annual Flowering Plant
- Climbing Plant



NOTE: MATERIALS SHALL BE NOTIFIED BOTH SOPS OF PUBLIC STREET



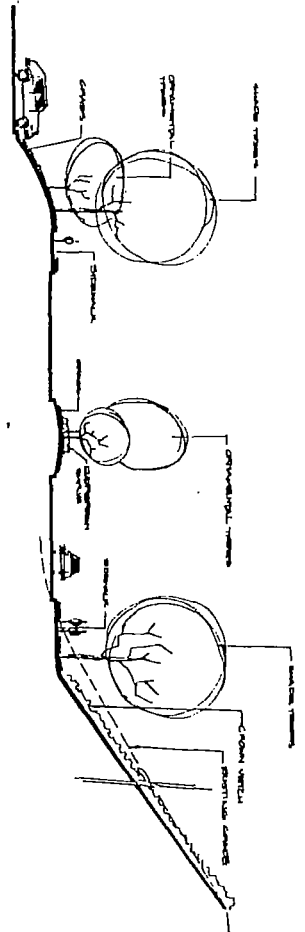
Z. REPCHINSKY & ASSOCIATES
 Landscape Architects

PRELIMINARY LANDSCAPE PLAN OAK VIEW
 JUNE 1988
 REVISED DECEMBER 1988

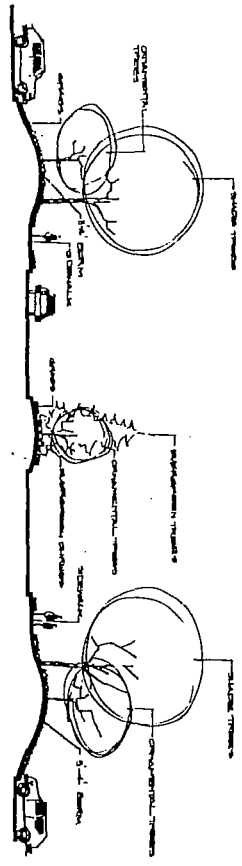
DEVELOPERS/OWNERS:
 PROJECT LOCATION

ENGINEER:
 CIVIL ENGINEER

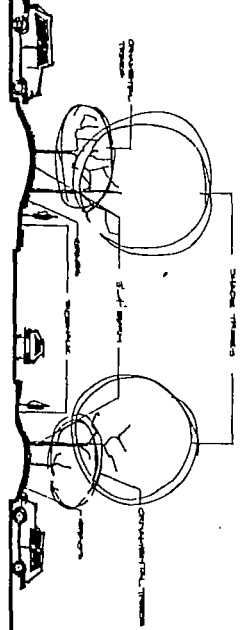
LEGAL DESCRIPTION:
 ...



CROSS SECTION A

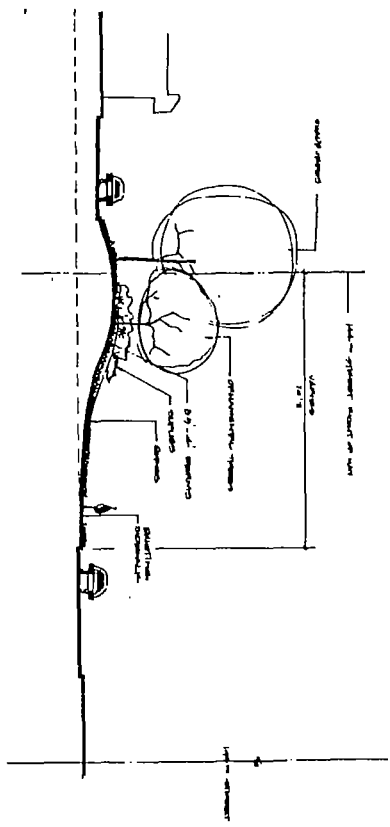


CROSS SECTION B

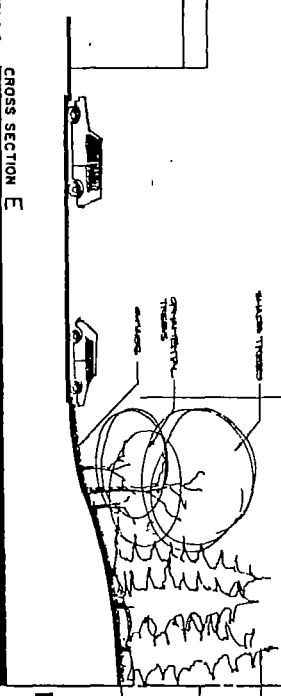
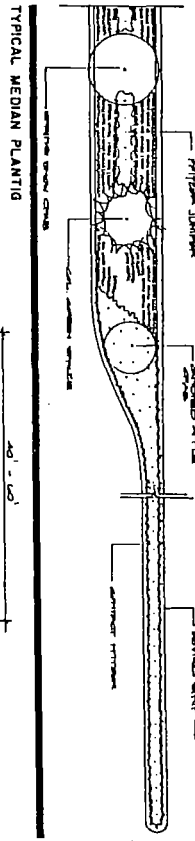
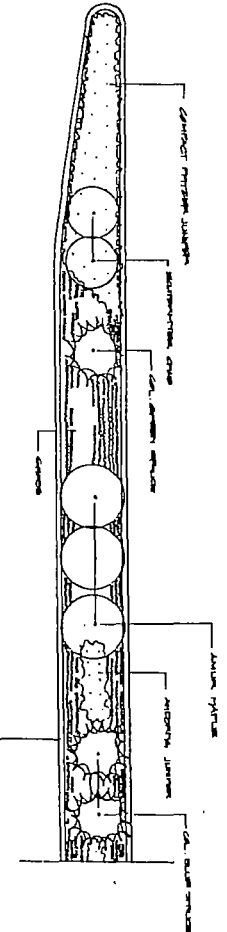


CROSS SECTION C

TYPICAL CROSS SECTIONS OF STREETScape



CROSS SECTION D
PLANTING SCREEN ALONG 144TH STREET



CROSS SECTION E
PLANTING SCREEN ALONG EAST PROPERTY LINE

LANDSCAPING DETAILS
OAK VIEW

Z. BERCHONSKY & ASSOCIATES
LANDSCAPE ARCHITECTS
JUNE 1988
REVISED DECEMBER 1988

SPECIAL USE PERMIT APPLICATION

OAK VIEW SIGN PLAN

BOOK 935 PAGE 62

PURPOSE

It is the purpose of this sign plan to establish a formula to calculate a base sign budget for the total project area and for each lot within the project; to distribute sign area to each lot as an allocation of the total sign budget; to identify the types of signs to be allowed, location, size and setback of signs; and, to establish procedures for applying for sign permits and reviewing applications for compliance.

TYPES OF SIGNS

This plan provides for pole, monument, projecting, wall, instructional and directional signs. It also provides for business center identification and electronic message center signs. All types of signs and methods for calculating the area of individual signs will be based on the definitions and formulas in Article 18 of the Omaha Zoning Ordinance.

SIGN BUDGET

The total sign area and the area allocated to each lot (see Attachment E2) is calculated based on the total linear frontage of each lot adjacent to a public R-O-W and on selected private streets providing access to outlots (see Attachment E3). This plan will allow the installation of Younkers (Lot 3) and Dillards (Lot 5) exterior wall signage of 465.8 square feet for Younkers and 496.25 square feet for Dillard's. Budgets for Lots 1 and 2 (future anchor department stores) will allow exterior wall signs of 480 square feet. These area allocations will be subtracted from the lot total for each of these stores or lots.

Wall sign area for all buildings, other than the 4 anchor stores, will be based on street facade. Commercial lots will be allowed wall sign area equal to 20% of the street facade. Office and industrial lots will be allowed 10% of the street facade.

Directional and information signs within parking lots that do not exceed four (4) square feet per sign face will be exempt from the sign budget.

TRANSFER OF SIGN BUDGET

The total sign budget for the project is a fixed amount and will not be exceeded. Each lot is also allocated a sign budget amount. Any amount of the lot budget may be transferred to any other lot. This will allow any lot to add to its base amount if there is a corresponding reduction in the base of one or more other lots.

SETBACK, HEIGHT AND SIGN AREA REGULATORS

No pole signs will be allowed within 50 feet of any interior street R-O-W. All other signs allowed will be set back at least six (6) feet from the back of the curb or at the property line, whichever is greater. No signs will be located in the R-O-W.

There will be a separation of at least 100 feet between signs located in the landscaped street yard area.

The maximum area of any free-standing sign structure in the landscaped street yard will be 150 square feet per face, with a maximum height of eight (8) feet. Monument signs will be located at least 30 feet from the intersecting lot lines at street intersections, and 30 feet from the drive curb at driveway/street intersections.

The Oak View Development will be allowed two (2), 60 foot high business center identification signs (which shall not be considered to be pole signs) with a maximum area of 500 square feet per face, and with a maximum total sign area of 1,000 square feet per sign. One (1) sign may include an electronic message center which would count as part of the total sign area. In addition, there will be allowed an owner identification sign (not a pole sign) not exceeding 40 feet in height with sign copy not to exceed 250 square feet in area on Lot 14, which shall be set back at least 6 feet from the R-O-W lines.

APPLICATION PROCEDURES

All signs will be installed subject to a sign permit from the City of Omaha. When sign area is being transferred from one lot to another, documentation will be provided by the owner of the lot reducing its base allocation, concurring in the transfer. The Permits and Inspection Section of the Omaha City Planning Department will be responsible for maintaining records on the base sign budget and the allocation of sign area between lots consistent with this plan.

Unless specifically provided for in this sign plan, all other provisions of Chapters 51 and 55 of the Omaha Municipal Code, in effect at the date hereof, will apply.

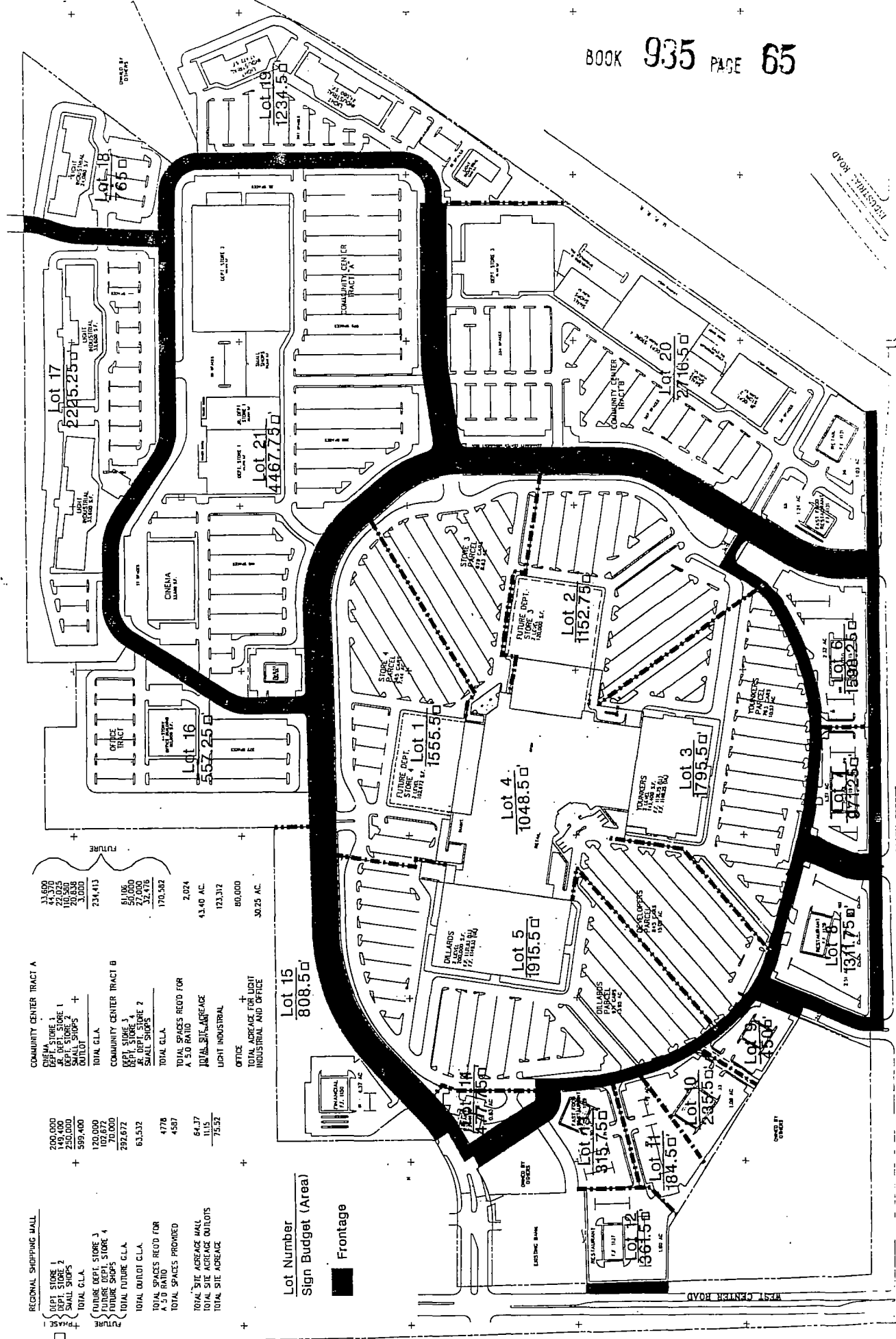
CENTER ROAD RETAIL DEVELOPERS

By *Joseph P. Thues*
CR PERIPHERAL DEVELOPERS

By *Joseph P. Thues*

<u>LOT</u>	<u>PRIMARY FRONTAGE</u>	<u>SECONDARY FRONTAGE</u>	<u>ADJUSTMENT</u>	<u>MULTI- PLIER</u>	<u>TOTAL BUDGET</u>
1	1037	---		1.5	1555.5
2	675	187	(93.5)	1.5	1152.75
3	1197	---		1.5	1795.5
4	553	292	(146)	1.5	1048.5
5	862	830	(415)	1.5	1915.5
6	609	913	(456.5)	1.5	1598.25
7	388	519	(259.5)	1.5	971.25
8	423	903	(451.5)	1.5	1311.75
9	230	140	(70)	1.5	450.
10	157	---		1.5	235.5
11	123	---		1.5	184.5
12	241	---		1.5	361.5
13	157	107	(53.5)	1.5	315.75
14	238	161	(80.5)	1.5	477.75
15	1078	---		.75	808.5
16	578	330	(165)	.75	557.25
17	1281	405	(202.5)	1.5	2225.25
18	404	212	(106)	1.5	765.
19	823	---		1.5	1234.5
20	1310	1002	(501)	1.5	2716.5
21	2078	1801	(900.5)	1.5	<u>4467.75</u>
			TOTAL		26,148.75

2840P



200,000	33,690
149,400	44,370
230,000	12,525
599,400	20,838
	3,000
	234,413
120,000	51,000
102,672	27,000
292,672	32,476
63,532	170,562
4778	2,024
4587	
64,37	43.40 AC.
115.5	133,312
75.52	80,000
	30.25 AC.

200,000	COMMUNITY CENTER TRACT A
149,400	DEPT. STORE 1
230,000	FUTURE DEPT. STORE 1
599,400	SMALL SHOPS
	OUTLOT
	TOTAL C.L.A.
	COMMUNITY CENTER TRACT B
120,000	DEPT. STORE 2
102,672	FUTURE DEPT. STORE 2
292,672	SMALL SHOPS
63,532	TOTAL C.L.A.
	TOTAL SPACES REQD FOR A 3:0 RATIO
4778	TOTAL ACREAGE
4587	LIGHT INDUSTRIAL
64,37	OFFICE
115.5	TOTAL ACREAGE FOR LIGHT INDUSTRIAL AND OFFICE
75.52	TOTAL SITE ACREAGE

Lot Number
Sign Budget (Area)

Frontage

REGIONAL SHOPPING MALL

35 DEPT. STORE 1

36 DEPT. STORE 2

37 SMALL SHOPS

38 TOTAL C.L.A.

39 FUTURE DEPT. STORE 3

40 FUTURE DEPT. STORE 4

41 FUTURE SHOPS

42 TOTAL FUTURE C.L.A.

43 TOTAL OUTLOT C.L.A.

44 TOTAL SPACES REQD FOR A 3:0 RATIO

45 TOTAL SPACES PROVIDED

46 TOTAL SITE ACREAGE MALL

47 TOTAL SITE ACREAGE OUTLOTS

48 TOTAL SITE ACREAGE