Omaha City Planning Department

APPLICATION
SUBDIVISION PLAT

Name of Addition: West Farm Replat 4
SID #: 583

☒ Preliminary ☐ Revised Preliminary ☒ Final

Property Owner(s): New West Farm Holdings LLC
10805 Old Mill Rd
Omaha, NE 68154
402-393-1984

Applicant: New West Farm Holdings LLC
10805 Old Mill Rd
Omaha, NE 68154
402-393-1984

Contact: Joe Flaxbeard
14710 W Dodge Road, Suite 100
Omaha, NE 68154
402-496-2498

E-Mail Address: joe.flaxbeard@lamprynearson.com

General Location/Address: 144th and Davenport (Attach Legal Description)

Total Area: 36.188 (Acres)
Total Lots: 1-3

Existing Zoning: MU
Projected Total Taxable Valuation: $-

Development Plans:

<table>
<thead>
<tr>
<th>Lot#s</th>
<th>Zoning</th>
<th>Total Lots</th>
<th>Acres</th>
<th>Residential (No. of Units)</th>
<th>Office/Commercial (Square Feet)</th>
<th>Value/Price (w/improvements)</th>
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<tr>
<td>1-3</td>
<td>MU</td>
<td>3</td>
<td>36.188</td>
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Yes ☒ No ☐ A property owners’ association is to be formed. If yes, attach copies of covenants.

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

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

This subdivision will be processed as a series of phased final plats. If yes, include phase boundaries on the preliminary plat. Changes in boundaries will require a revised preliminary.

If you have any questions about this application form or submission dates, please contact the Current Planning Division at 444-5150.

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

Date Submitted: ____________________________
Print or Type Name of Applicant: ____________________________
Name of Addition ___________________________________________ SID # _______

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

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<th>Proposed Improvements</th>
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<td>Gas</td>
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<td>Interior</td>
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<tr>
<td>Electricity (3)</td>
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(1) Total cost includes the addition of legal, engineering, and fiscal fees, and interest.
(2) Attach a statement of assumptions used as a basis for preliminary projections.
(3) Indicate any need to relocate on- or off-site lines.

Date _________________________________

(Quantity)
SUBDIVISION AGREEMENT

[insert name of WEST FARM REPLAT 4, LOTS 1-3, INCLUSIVE]

This Subdivision Agreement, made this _____ day of _________________, 20 ___ by and between __________________________, a Nebraska Corporation (hereinafter referred to as “SUBDIVIDER”), and the CITY OF OMAHA (hereinafter referred to as “CITY”).

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached hereto as Exhibit “A” (hereinafter referred to as “PROPERTY”), and,

WHEREAS, the Subdivider proposes to build public and private improvements on the property; and,

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

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

NOW, THEREFORE, in consideration of the above the following is agreed between the parties hereto:

1. Public improvements. Public improvements are not anticipated or proposed. Attached hereto as Exhibit “B” and incorporated herein by reference are plats showing the public improvements to be installed on the property, i.e. storm sewer, sanitary sewer, and paving of public streets (hereinafter referred to as “IMPROVEMENTS”). All improvements must receive the approval of the Public Works Department of the City prior to construction.

2. Water, gas, and electrical power. Water, gas and electrical power mains have been installed and are available to the PROPERTY. The Subdivider agrees to enter into an Agreement with the Metropolitan Utilities District regarding all water and gas line extensions on the property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the property. Copies of all Agreements with the Metropolitan Utilities District and the Omaha Public Power District will be provided to the City within four months from the date of this Agreement.

3. Installation of improvements. The Subdivider agrees to commence the timely and orderly installation of the improvement following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code.

4. Payment for improvements. The Subdivider shall pay the cost of all the improvements, as well as all charges by the Metropolitan Utilities District for water and gas line installation and

Rev. 7/2/2018
charges by the Omaha Public Power District for Underground electrical service or overhead power installations.

5. **Sidewalks.** The Subdivider shall cause sidewalks along both sides of all public streets within the area to be developed to be constructed according to the following schedule:

   a. Sidewalks shall be constructed immediately abutting undeveloped lots on either side of any block or cul-de-sac (i.e. circle) as soon as the lots comprising 65% of the abutting footage on such side have been developed. A lot shall be developed for the purpose of this section when a dwelling has been constructed on the lot.

   b. Sidewalks shall be constructed immediately abutting developed lots as soon after development as weather shall permit.

   c. In any event, all sidewalks shall be constructed upon both sides of all public streets within the property within three years of the recording of the subdivision plat.

6. **Right to connect to City sewer system.** The City hereby acknowledges that it has given the Subdivider the right to connect the sanitary sewer system of the property to the City sanitary sewer system, subject to obtaining proper permits and paying the regular fees.

7. **Interceptor Sewer Fee.** The owner of each lot shall make payment to the City of Omaha for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for 2018, the fee would be as follows:

   - Lots _________-1-3, MU, _______ Acres 36.188 Acres @ $7,048.00
     $255,053.02
   - Lots ________, Single Family or Duplex Residential, _______ Units @ $1,298.00
     $__________
   - Lots ________, Multi Family Residential, _______ Units @ $1,012.00
     $__________

   **TOTAL:** $255,053.02

8. **Watershed Management Fee.** The owner of each lot shall make payment to the City of Omaha for Watershed Management Fees. This fee is computed as follows for the lots shown.
on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for FY2019, the fee would be as follows:

Lots _______ - Commercial, 3. Commercial/Industrial/Mixed Use/Institutional,

36.188 Acres @ $4,842.00 $__________

175,222.30

Lots _______ - Single Family or Duplex Residential,

1 Units @ $908.00

Lots _______ - Multi Family Residential,

1 Acres @ $3,995.00

TOTAL: $175,222.30

9. Park Fees. The owner of each lot shall make payment to the City of Omaha for Park Fees.

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

Community Parks. There will be no platting fee for Community Parks. Approximately fifty percent (50%) of the Community Park (CP) Fee will be paid by the Subdivider at the time of final platting. This portion of the CP Fee is calculated on a per-acre basis as follows:

Lots _______ - Residential,

1 Acres @ $400.00 per acre $__________

Lots _______ - Commercial or Industrial,

1 Acres @ $750.00 per acre $__________

TOTAL: $__________

A Community Park Fee will be assessed at the time of building permits on a per-lot basis.

10. Outlots. Outlots shall be used for __________________________ and will be owned and maintained by the Association.

Rev. 7/2/2018
11. Binding effect. The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.

ATTEST: 

CITY OF OMAHA

______________________________
CITY CLERK OF THE CITY OF OMAHA

______________________________
MAYOR

APPROVED AS TO FORM:

______________________________
DEVELOPER:

______________________________ Date
AMENDMENT TO DEVELOPMENT AGREEMENT

This MINOR AMENDMENT to Development Agreement is made pursuant to the Omaha Master Plan and Chapter 55, Omaha Municipal Code, and is made and entered into this ___ day of __________, 20___, by and between the CITY OF OMAHA, NEBRASKA, a municipal corporation of the State of Nebraska (City) and New West Farm Holdings LLC (“Developer”).

WITNESSETH:

WHEREAS, the City and Developer have entered into a certain Development Agreement, approved by the City Council of the City of Omaha on ______________, 20___ setting forth certain conditions with respect to the development of property owned by the Developer to be known as West Farm.

WHEREAS, The Developer desires to submit a replat for West Farm Replat 1, Lots 3 and 4 as shown on Exhibit A, attached hereto, and

WHEREAS, the agreement needs to be amended to reflect West Farm Replat 4, Lots 1 through 3, formerly West Farm Replat 1, Lots 3 and 4 and to revise Exhibits A, B, C, D and F

NOW, THEREFORE, the following is agreed between the parties hereto:

1. Exhibit A to the original agreement is repealed in its entirety and the attached Exhibit A is substituted in its place.
2. Exhibit B to the original agreement is amended by adding thereto the master site plan of the development proposed for West Farm Replat 4, Lots 1-3, inclusive, attached hereto as Exhibit B- Replat 4.
3. Exhibit C to the original agreement is repealed in its entirety and the attached Exhibit C is substituted in its place.
4. Exhibit D to the original agreement is repealed in its entirety and the attached Exhibit C is substituted in its place.
5. Exhibit F to the original agreement is repealed in its entirety and the attached Exhibit C is substituted in its place.

In all other respects, the Agreement shall remain in full force and effect, and it is hereby ratified and confirmed.

IN WITNESS WHEREOF, the executing parties, by their respective duly authorized agents, have entered into this amendment to the Development Agreement effective on the date of the Planning Director’s signature.

CITY OF OMAHA

By________________________
Planning Director               Date

DEVELOPER, _____________________:

By________________________
Date

STATE OF NEBRASKA
) ) ss.:
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this ___ day of __________. 20__
by
________________________, on behalf of the Developer.

Notary Public
General Land Use/Zoning

MU–Mixed Use District
Lot 3, 5, 7 & 9
Replat 1, Lot 2
Replat 2, Lot 2
Replat 3, Lot 1 & 2
Replat 4, Lots 1 & 2
Replat 5, Lots 1, 2 and 3

Multi-Family Residential
Lot 8

Residential, All types except mobile home (R-4)
Replat 1, Lot 1

MU – Mixed Use District Summary

Lot 6, Replat 4- Lot 3
Open space and Recreation; including public, semi-public, and privately owned Community Recreation, Park and Recreation Services, Indoor and Outdoor Entertainment, Indoor and Outdoor Sports and Recreation, Surface and Structured Parking, Seasonal and Event related General Retail Sales and Food Sales (general), Storm Water Management Detention Facilities, Center Identification Signage, and other related uses.

All Other Mixed Use District Lots
Mixed-Use; Any permitted and/or restricted uses allowed in the MU-Mixed Use District, of the City of Omaha Zoning Regulations (Section 55-563) shall now be permitted uses by right and will not require a Major Amendment to the West Farm Mixed Use Development Agreement.
## DEVELOPMENT AGREEMENT
### EXHIBIT "D"
#### SIGN BUDGET
WEST FARM
OMAHA, NEBRASKA
March 11, 2019

<table>
<thead>
<tr>
<th>Lot #</th>
<th>Plat Name</th>
<th>Primary Footage (Longest PL fronting Street)</th>
<th>Secondary Footage (All other PLs fronting St.)</th>
<th>Adjustment (1/2 length secondary ft.)</th>
<th>Multiplier</th>
<th>Sq. Ft. Total (Prim+Adj) X mult.</th>
<th>Sq. Ft. Allocation</th>
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**TOTAL SIGN BUDGET** 33,938 sf

**TOTAL ALLOCATION BEFORE CENTER IDENTIFICATION SIGN:** 32,138 sf

6 CENTER IDENTIFICATION SIGNS (300 SF): 1,800 sf

**TOTAL SIGN BUDGET ALLOCATION** 33,938 sf
Site Development Regulations

The Site Development Regulations for West Farm shall be the Site Development Regulations and Additional Regulations (Sec.55-386 and Sec.55-387) for the NBD Neighborhood Business District of the City of Omaha Zoning Regulations except for the following:

a) Height Limits
   - Lot 3; Replat 2, Lots 1 & 2; Replat 3, Lots 1 & 2, Replat 4, Lots 1 & 3 160 Feet
   - Lots 5 & 9 200 Feet
   - Replat 1, Lot 2; Replat 4, Lots 1 & 2 80 Feet
   - All Other Lots 60 Feet

b) Setbacks
   - Front and Rear setbacks shall be as set out in the Development Plan.
   - All other setbacks shall be as set out in the NBD Zoning Regulations.

c) Density and use projections set out in the Development Plan are estimates which do not represent either a minimum or maximum for individual lots or for the total project.
Know what's below. Before you dig. Call R14710 W. DODGE RD, STE. 100 OMAHA, NE 68154 402.496.2498 LampRynearson.com

WILLIAM E. KNIGHT LS-566