City of Omaha Planning Department

APPLICATION

ZONING

☐ Rezoning from ______ to ______  ☐ Other
☒ Special Use Permit  ☐ Conditional Use Permit

Base Zoning District: CC

Property

Owner: NP DODGE VIII, LLC.  8701 West Dodge Road #200  Omaha, NE  68135  402-398-5260

Applicant: Schrier Automotive, Inc.  7128 "F" Street  Omaha, NE  68117  402-733-1191

Representative: FJJB LAW, LLP.  11440 W. Center Road, Suite C  Omaha, NE  68144  402-334-0700

Contact: Brent Beller  11440 W. Center Road, Suite C  Omaha, NE  68144  402-334-0700

Postal Address (or General Location if no address has been assigned): 601 N. 108th Circle  Omaha, NE  68154

Legal Description: LANDS SEC-TWN-RGE 16-15-12 -EX N 793.67 FT- PT N & W OF STATE H/W SW 1/4 SW 1/4

Proposed Use Type: Automotive Sales

Existing Use Type: General Office

Building and Parking Information:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity/Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Site Area</td>
<td>115,892 Sq. Ft.</td>
</tr>
<tr>
<td>Building Coverage</td>
<td>17,980 Sq. Ft.</td>
</tr>
<tr>
<td>Building Coverage (b-a)</td>
<td>15.5%</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>N/A Ft.</td>
</tr>
<tr>
<td>Total Floor Area</td>
<td>23,285 Sq. Ft.</td>
</tr>
<tr>
<td>Floor Area Ratio (e-a)</td>
<td>0.20</td>
</tr>
<tr>
<td>Total Paved Area</td>
<td>76,876 Sq. Ft.</td>
</tr>
<tr>
<td>Impervious Coverage (b+g+a)</td>
<td>81.8%</td>
</tr>
<tr>
<td>Number of Parking Stalls</td>
<td>184</td>
</tr>
<tr>
<td>Number of Compact Stalls</td>
<td></td>
</tr>
<tr>
<td>Number of Handicapped Stalls</td>
<td>1</td>
</tr>
</tbody>
</table>

Landscaping Information:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity/Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Area of Street Yard</td>
<td>14,900 Sq. Ft.</td>
</tr>
<tr>
<td>Street Yard Landscaped Area</td>
<td>3,862 Sq. Ft.</td>
</tr>
<tr>
<td>Street Yard Landscaped Area (k+j)</td>
<td>25.9%</td>
</tr>
<tr>
<td>Parking Lot Area</td>
<td>76,876 Sq. Ft.</td>
</tr>
<tr>
<td>Interior Parking Lot Landscaping</td>
<td>1,087 Sq. Ft.</td>
</tr>
<tr>
<td>Interior Lot Landscaping (n-m)</td>
<td>1.4%</td>
</tr>
</tbody>
</table>

Residential Uses Only:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity/Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Units for Multi-Family</td>
<td></td>
</tr>
<tr>
<td># of Efficiencies</td>
<td></td>
</tr>
<tr>
<td>#1 Bedrooms</td>
<td></td>
</tr>
<tr>
<td>#2 Bedrooms</td>
<td></td>
</tr>
<tr>
<td>#3 Bedrooms</td>
<td></td>
</tr>
<tr>
<td>Total Floor Area of Any Incidental Office</td>
<td></td>
</tr>
<tr>
<td>or Commercial Use</td>
<td></td>
</tr>
</tbody>
</table>

Density (a+p)                                      | Sq. Ft./Unit         |
Total Floor Area                                    | Sq. Ft.              |

If you have any questions about this application, please contact the Current Planning Division at 402-444-5150.

Owner's Signature: [Signature]

Applicant Signature:

Date 7-3-19

Date

1/28/2014
March 6, 2012

NP Dodge
 c/o Deb Graeve
 601 N 108th Circle
 Omaha, NE 68154

Re: Parcel: 2-28-155

Dear Ms. Graeve:

Enclosed is the ROW Use Agreement for the parcel at 601 N 108th Circle in Omaha. Please sign where indicated and return it to his office, along with your payment of $2,500.00 for the lease period of July 18, 2019 to August 1, 2020.

Please make your check in the above amount payable to the Department of Transportation and mail it to: Nebraska Dept. of Transportation, Attn: Property Management, PO Box 94759, Lincoln, NE 68509.

Sincerely,

Todd Wicken
Property Management Supervisor
Division of Right of Way

db
Cc: file
Schrier Automotive (the “Owner”) is entering into a long term lease for certain real property located at 601 North 108th Circle. The site was originally developed as a car automotive sales building (old Mill Toyota), and currently has been used for a real estate office building. Pursuant to Owner’s proposed plan, the property will again be used for automotive sales. Started in 1983, Owner has successfully ran numerous automotive dealerships in Omaha, Lincoln and Sioux City, Iowa.

Owner currently runs a dealership at 7128 F Street, and will relocate all operations from that location to the new location on 108th Circle. Approximately 180 vehicles will be located on the property for sale to the general public. A maximum of 15 employees will work at the site. Hours of operation are Monday-Thursday 9:00am to 7:00pm, and Friday – Saturday 9:00am to 6:00pm, and closed on Sunday.
NORTH ELEVATION
(EXTERIOR TO REMAIN)

SOUTH ELEVATION
(EXTERIOR TO REMAIN, SIGNAGE TO BE UPDATED)
WEST ELEVATION
(Exterior to remain, signage to be updated)

EAST ELEVATION
(Exterior to remain, signage to be updated)
ROW USE AGREEMENT

Parcel 2-28-155

This agreement made and entered into this ______ day of __________________, by and between the STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION, hereinafter known as “LESSOR”, and NP Dodge VIII, LLC, hereinafter known as “LESSEE”.

In consideration of the payment of the sum of $2,500.00 per year, payable in advance of the 1st of August each year, the Lessor hereby leases to the Lessee, for purposes, as shown on Exhibit A which is made a part of this agreement, the following described land, hereinafter referred to as leased premises:

A tract of land located in the West Half of the Southwest Quarter of Section 16, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, described as follows:

Referring to the Southwest corner of said Section 16; thence northerly on the west line of said Section 16, a distance of 273.50 feet to the Point of Beginning; thence continuing on the last described course, a distance of 220.00 feet; thence easterly deflecting 090 degrees, 00 minutes, 00 seconds right, a distance of 50.00 feet; thence southerly deflecting 090 degrees, 00 minutes, 00 seconds right, a distance of 220.00 feet; thence westerly deflecting 090 degrees, 00 minutes, 00 seconds right, a distance of 50 feet to the point of beginning, containing 11,000.00 square feet, more or less.

AND ALSO:

A tract of land located in the Southeast Quarter of Section 17, Township 15 North, Range 12 East of the Sixth Principal Meridian, Douglas County, Nebraska, described as follows:

Referring to the Southeast corner of said Section 17; thence northerly on the east line of said Section 17, a distance of 273.50 feet to the Point of Beginning; thence continuing on the last described course, a distance of 220.00 feet; thence westerly deflecting 090 degrees, 00 minutes, 00 seconds left, a distance of 50.00 feet; thence southerly deflecting 090 degrees, 00 minutes, 00 seconds left, a distance of 220.00 feet; thence easterly deflecting 090 degrees, 00 minutes, 00 seconds left, a distance of 50.00 feet to the point of beginning, containing 11,000.00 square feet, more or less.

The Lessor reserves the right to annually review and raise or lower such consideration based upon the fair and reasonable market value of the leased premises and the prevailing return upon similar lands as determined by the State of Nebraska, Department of Transportation.

It is agreed and understood that this lease shall continue from year to year and shall be terminated only upon 30 days written notice by the party desiring to terminate this lease. Should the lease be terminated at any time during the leased year, remittance of rental shall be made based on the remaining term of the lease year.

The Lessee will not construct buildings upon the leased premises, make alterations to appurtenances furnished except with written permission of the Lessor. The Lessee also will not sublease, sell or assign its interest or any part of its interest in the leased premises, or make any significant revision in the design shown in Exhibit A or use the leased premises for any purpose other than for parking.

The Lessee will maintain the premises in a safe and neat appearing manner, including fences and improvements of every kind that are now on said premises or that may be erected during the continuance
of this lease and will promptly, at the expiration term granted, yield up possession of the leased premises without notice, in as good a repair as they are now or may be at any time during the continuance of this lease, ordinary wear and lose by fire excepted.

It will also be necessary for the Lessee to keep the premises free from noxious weeds and debris. If the Lessee fails to take adequate measures for the control of noxious weeds, Lessee agrees to reimburse the Lessor for any and all costs incurred by the Lessor for the removal of said noxious weeds or debris.

The Lessor, their agents or authorized Federal Highway Administration representatives, may enter upon said premises at any time to inspect, to maintain, to improve or for any other reason associated with the lands use.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree (1) that the leased premises or any part thereof shall not be used for the erection or display of any advertising, sign, device or display, whatsoever; (2) that the leased premises shall not be used for the storage, processing, sorting, transfer or any other kind of use related to or connected with scrap material of any nature or kind; or be used for the storage of flammable, explosive or hazardous material, so as to create or cause an unsightly or obnoxious or create a hazard upon the premises herein leased.

The Lessee, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

Lessee shall be responsible for and shall hold the Lessor harmless for any and all liability resulting from the placement, movement or repair of any utility facilities on the leased premises which are in existence at the date of this lease or which are placed upon the leased premises by the Lessee.

The Lessee shall carry adequate insurance for the payment of any damage, injury or loss of life which may occur during the duration of this lease and hold the Lessor harmless from all claims or suits for damages to persons or property arising out of this agreement.

Upon cancellation of the lease by either party, the Lessee may be required, at the option of the Lessor; to remove all improvements placed by the Lessee on the leased premises and surrender peaceable possession to the Lessor at no cost to the Lessor.

Should the Lessee violate any of the conditions of this lease or should the area involved cease to be used for parking purposes, this lease shall thereby terminate at the option of the Lessor and in order to
enforce a forfeiture of non-payment of rent it shall not be necessary to make a demand on the same day the rent shall become due and the said Lessor may at once recover possession of said premises.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties of this lease.

All questions pertaining to this lease shall be referred to the Manager of the Right of Way Division, Department of Transportation, or his or her designee.

APPROVED BY:

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
PO BOX 94759
LINCOLN, NE 68509
LESSOR

NP Dodge VIII, LLC
601 NORTH 108TH CIRCLE
OMAHA, NE 68154
LESSEE

________________________________________________________________________
Right of Way Manager

________________________________________________________________________
Date

________________________________________________________________________
Lessee

________________________________________________________________________
Date