APPLICATION
SUBDIVISION PLAT

Name of Addition: OPA Campus  SID #: N/A

Property Owner(s):
- Omaha Performing Arts	society c/o Joan Squires
  1200 Douglas Street, Omaha NE 68102

Applicant:
- Rob Vander Veen,
  14710 West Dodge Road, Omaha, NE 68154
  rob.vanderveen@lampreyearson.com

Contact:
- Phone #: 402.496-2498

General Location/Address:
- 12th and Dodge Street (Attach Legal Description)

Total Area: 5.077 acres (Acres)  Total Lots: 2

Existing Zoning:
- CBD-ACI-1(PL), DS-ACI-1(PL)

Projected Total Taxable Valuation:

Development Plans:

<table>
<thead>
<tr>
<th>Lot/Plots</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>
</tr>
</thead>
<tbody>
<tr>
<td>ROW</td>
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</tr>
</tbody>
</table>

Total: 5.077

Yes | No
A property owners’ association is to be formed. If yes, attach copies of covenants.

X | X
Exceptions to the standard form subdivision agreement are proposed. If yes, attach a statement of changes.

X | 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.

Date Submitted: 11-08-2019

Applicant Signature (If not the property owner, the applicant certifies with this signature to be the authorized agent of the property owner.)
City of Omaha Planning Department

APPLICATION

ZONING

☑ Rezoning from CBD-ACI-1(PL) to CBD-ACI-1(PL)
☐ Other

☑ Special Use Permit
☐ Conditional Use Permit

Base Zoning District: CBD-ACI-1(PL)

Property

Owner: Omaha Performing Arts society c/o Joan Squires
1200 Douglas Street, Omaha NE 68102
Name
Address
Zip
Phone #

Representative: Lamp Rynearson
14710 West Dodge Road, Omaha, NE 68154
Name
Address
Zip
Phone #

Contact: Rob Vanderveen
14710 West Dodge Road, Omaha, NE 68154
Name
Address
Zip
Phone #

E-Mail Address

Postal Address (or General Location if no address has been assigned): 1200 Douglas Street

Legal Description: See Attached

Proposed Use Type: commercial recreation
Existing Use Type: surface parking / commercial recreation

Building and Parking Information:

a. Total Site Area __________________ Sq. Ft.
c. Building Coverage (b+a) __________________ %
d. Maximum Building Height __________________ Ft.
e. Total Floor Area __________________ Sq. Ft.
f. Floor Area Ratio (e+a) __________________
g. Total Paved Area __________________ Sq. Ft.
h. Impervious Coverage (b+g+a) __________________ %
i. Number of Parking Stalls __________________
   Number of Compact Stalls __________________
   Number of Handicapped Stalls __________________

Landscaping Information:

j. Total Area of Street Yard __________________ Sq. Ft.
k. Street Yard Landscaped Area __________________ Sq. Ft.
l. Street Yard Landscaped Area (k+j) __________________ %
m. Parking Lot Area __________________ Sq. Ft.
o. Interior Lot Landscaping (n-m) __________________ %

Residential Uses Only:
p. Total Number of Units
   for Multi-Family: # of Efficiencies __________________
   #1 Bedrooms __________________
   #2 Bedrooms __________________
   #3 Bedrooms __________________

q. Density (a+g+p)

r. Total Floor Area of Any Incidental Office or Commercial Use __________________ Sq. Ft.

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

Owner's Signature

Applicant Signature
(If not the property owner, the applicant certificates with this signature to be the authorized agent of the property owner.)

Date

1/28/2014
CHECKLIST
ZONING

All zoning applications will be presented at a public hearing before the Planning Board. Completed applications must be filed with the City Planning Department by the applicable deadline before the Planning Board hearing to assure timely review and to meet public notice requirements. Applications received after that time will be placed on the following board agenda. **Incomplete Applications Cannot Be Processed.**

Site Plan

A general site plan, drawn to scale with dimensions, must be included as a part of the application. The site plan is required to show the following:

- [X] The date, scale, north arrow, title, name of owner and name of the person preparing the plan
- [X] The location and dimensions of boundary lines and easements
- [X] The location and size of public utilities to service the site
- [X] The location of major site features, including drainage systems with existing and proposed contour lines to display proposed grading, but in no case greater than at 5-foot intervals
- [X] The location of site improvements, including signage; parking and loading areas; pedestrian and vehicular access (sidewalks, driveways, vehicle stacking lanes); service, display and storage areas
- [X] Location, size, height, bulk and use of existing and proposed structures on the site including storm shelters, if required
- [X] Landscape concept plan showing location and type of existing trees over 6 inches in diameter and proposed plantings, berms, bufferyards, screening, fencing and lighting schemes

A traffic impact analysis may be required by the Public Works Director.

**Application Checklist:**
- [X] Completed and Signed Application Form
- [X] Filing Fee
- [X] Site Plan (18 x 24 Max. Preferred)
- [X] Traffic Impact Analysis, if required

**Number of Plans Required for Submittal:**
- Rezonings:
  - to AG, DR, R1 - R5 OR MH: 10
  - to R6-R8: 10
  - all others: 10
- Special Use Permits: 10
- Major Amendments: 2
- Minor Amendments: 10
- Conditional Use Permits: 2
- Major Amendment: 10
- Minor Amendment: 10
- Overlay District: 2
- Major Amendment: 2
- Minor Amendment: 2

**Special and Conditional Use Permits and Industrial Uses**

Please submit a detailed statement describing the proposed use. This should include information about the hours of operation, number of employees and clients, type of programming or services, traffic expected to be generated, and any other pertinent operating and/or site development characteristics listed in Table 55-885 of the Zoning Ordinance. Use permit applications also require submittal of building elevations to show the general appearance of existing and proposed structures.

1/28/2014
City of Omaha Planning Department

APPLICATION
ZONING

☑ Rezoning from CBD-ACI-1(PL) to CBD-ACI-1(PL) ☐ Other
☐ Special Use Permit ☐ Conditional Use Permit

Base Zoning District: CBD-ACI-1(PL)

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| o. Interior Lot Landscaping (n/m) | % |

Residential Uses Only:

| p. Total Number of Units | |
| q. Density (a+p) | Sq. Ft./Unt |
| r. Total Floor Area of Any Incidental Office or Commercial Use | Sq. Ft. |

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

Owner’s Signature  
Date

Applicant Signature  
(If not the property owner, the applicant certifies with this signature to be the authorized agent of the property owner.)  
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1/28/2014
CHECKLIST
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November 8, 2019

Mr. Eric Englund
City of Omaha
Urban Planning Department
1819 Farnam Street, Suite 1110
Omaha, NE  68183-1110

REFERENCE: Preliminary and Final Plat Application
OPA Campus
Job No. 0118182.04-005

Dear Mr. Englund:

Submitted herewith are combined preliminary and final plat application materials for a minor plat for OPA Campus, a two-lot subdivision to be located at 12th Street and Dodge Street, Omaha, Nebraska.

A majority of the parcels within the area bound by Dodge Street on the north, Douglas Street on the south, 11th Street on the east, and 13th Street on the west, will be combined to form Lot 1 (combined parcels exclude Lot 7 and Lot 8 and a part of Lot 1 of Block 102); and the existing parcels within the area bound by Capitol Avenue on the north, Dodge Street on the south, 11th Street on the east, and 12th Street on the west will be combined to form Lot 2. We are also proposing to rezone several of the existing lots from DS-ACI-1(PL) to CBD-ACI-1(PL).

Along with this submittal, we are requesting a waiver from granting perpetual easements to Omaha Public Power District (O.P.P.D.), Metropolitan Utilities District (M.U.D.) and all other utilities per Sec. 53-8, (5), (c) & (d) of the City of Omaha Municipal Code. Based upon the limited and zero setback conditions which are proposed to exist on the site in accordance with the ACI overlay district, the easements are not appropriate for this site.

As part of the proposed site plan and pavement within the public right of way of 11th Street and Dodge Street, we are requesting two drop-off lanes. The proposed drop-off lane on Dodge Street will serve Lot 1 and the drop-off lane on 11th will serve Lot 2. See Exhibit B and Exhibit D for the extents of the proposed drop-offs.

Documents enclosed are as follows:

1. Application for Subdivision Plat (Minor Plat) with Associated Application Fee ($575.00 Base Fee) + (T&T Fee = $46.00) = $621.00.
2. Application for Rezoning with Associated Fee ($985.00 base fee, + $50.00 T&T fee = $1,035.00).
3. Full-Size Drawing of the Preliminary Plat (10 Copies).
4. Reduced Copy of the Minor Plat (8 ½” X 11” – 1 Copy).
5. Full-Size Drawing of the Minor Plat (2 Signed, 8 Copies).
6. Minor Plat Exhibits (10 copies each):
   a. Exhibit A: Minor Plat;
   b. Exhibit B: Paving;
   c. Exhibit C: Sanitary & Storm Sewer;
   d. Exhibit D: Streetscape; and
   e. Exhibit E: Conceptual Site Plan.
7. Draft Subdivision Agreement with Exhibits (8 ½” X 11” - 8 copies each):
a. Exhibit A: Final Plat;
b. Exhibit B: Paving;
c. Exhibit C: Sanitary & Storm Sewer;
d. Exhibit D: Streetscape; and
e. Exhibit E: Conceptual Site Plan.
9. CD with a Complete Copy of this Submittal in PDF Format.

Please place the OPA Campus minor plat on the December Planning Board Agenda. Please call if you have questions or need more information.

Sincerely,

LAMP RYNEARSON

John E Coolidge, P.E.
Vice President

Enclosures

c: Peter Broughton
   Lance Votruba
   Megan Jarosz
SUBDIVISION AGREEMENT
OPA CAMPUS (Lots 1 and 2)

THIS AGREEMENT, made and entered into this _____ day of _______________ , 20 ___, among Omaha Performing Arts Society, a Nebraska non-profit corporation (hereinafter referred to as "Subdivider") and the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

SECTION I

Subdivider covenants that Subdivider shall, contemporaneously with the filing of the final plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts for the installation of the improvements set forth in this Section:

A. Concrete paving of all on-street parking and drive aisles per plat (Exhibit "A") as shown on paving plans prepared by Lamp Rynearson, copies of which are attached hereto as Exhibit “B”.

B. The Subdivider shall reserve the right, but shall not be obligated, to reconstruct on-street parking and drive aisles on 11th Street as shown on Exhibit "B".

C. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on sanitary sewer layouts prepared by Lamp Rynearson, copies of which are attached hereto as Exhibit "C".

D. Storm sewers, inlets, manholes and related appurtenances constructed in streets right-of-way and easements, per plat (Exhibit “A”), plans and specifications for said sewer improvements to be approved by City prior to starting construction of said improvements to be located as shown on storm sewer plans to be prepared by Lamp Rynearson, copies of which are attached hereto as Exhibit "C".

E. Water and gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit “A”) to be installed by the Metropolitan Utilities District. A contract with MUD will be provided by the Subdivider to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.
F. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District. A contract with OPPD will be provided by the Subdivider to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.

G. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. A contract with OPPD will be provided by the Subdivider to the City as soon as available, but in no event longer than four months from the date of execution of this agreement.

H. Sidewalks and street trees on the side adjacent to the Area to be Developed of all public streets within the area to be developed shall be constructed by the Subdivider in conformance with Section 53-9 (9), and with Section 55-924 (where applicable), according to the following schedule:

1. 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.

In any event, all sidewalks and street trees shall be constructed upon any public streets adjacent to the plat within three (3) years of the recording of the subdivision plat.

I. Post-construction stormwater management features and related appurtenances shall be constructed on a per lot basis, per plat (Exhibit “A”). The plans and specifications for said stormwater management improvements shall be submitted to and must be accepted by the City prior to issuance of a building permit.

J. Post-construction stormwater maintenance agreement shall be submitted to and reviewed by the City prior to issuance of a building permit, and shall comply with the requirements of the City. The maintenance agreement shall delineate the responsibilities of the Subdivider and shall be subject to the approval of the City. The maintenance agreement must include language to control when post-construction stormwater features are constructed, and differentiate between the requirements of construction site stormwater runoff controls and post-construction controls. The post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff. Maintenance actions identified as private, to be performed by the association, property owner, or other private entity shall run with the land and become the responsibility of any successors, assigns or future owners, as appropriate.

SECTION II

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

A. Except as otherwise agreed upon by the City and Subdivider in a Redevelopment Agreement for the Area to be Developed, one hundred percent (100%) of the entire cost of all street, sidewalk and street tree construction shall be paid for privately by the Subdivider, as indicated in Exhibit "B".

B. Except as otherwise agreed upon by the City and Subdivider in a Redevelopment Agreement for the Area to be Developed, one hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid for privately by the Subdivider.

C. Except as otherwise agreed upon by the City and Subdivider in a Redevelopment Agreement for the Area to be Developed, one hundred percent (100%) of the entire cost of water distribution system serving the area to be developed shall be paid for privately by the Subdivider.

D. Except as otherwise agreed upon by the City and Subdivider in a Redevelopment Agreement for the Area to be Developed, the entire cost of the installation of electrical power service and gas distribution system shall be paid for privately by the Subdivider.
E. One hundred percent (100%) of the entire cost of all post-construction stormwater management features, and related appurtenances, shall be paid for privately by the Subdivider, provided,

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

   2. Routine mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the Subdivider and maintained by the Subdivider.

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

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

E. Before any connection from any premises to the sewer system of the subdivision may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.
F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.

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

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

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

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

SECTION VI

A. 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. The Subdivider agrees that it will be responsible for contracting and for coordinating the design, bidding, construction and construction management of the public improvements identified on Exhibit “B” and Exhibit “C”.

C. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

D. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

E. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A".

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

Space below intentionally left blank – Signature Page to follow
IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

**ATTEST:**

CITY CLERK  
Date

MAYOR  
Date

CITY OF OMAHA

APPROVED AS TO FORM

OMAHA PERFORMING ARTS SOCIETY
("Subdivider")

Subdivider: Joan Squires  
President and CEO  
Date

CITY ATTORNEY  
Date
On this ___ day of ______________, 2019, before me, a Notary Public in and for said County and State, personally appeared Joan Squirees of Omaha Performing Arts Society, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

__________________________________  
NOTARY PUBLIC
My Commission expires ________________________

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<td>STREETSCAPE PLAN</td>
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<td>CONCEPTUAL SITE PLAN</td>
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Know what's below before you dig.

Call 811

14710 W. DODGE RD, STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

ROB VANDERVEEN
E-17175

EXHIBIT B
Know what's below. Call before you dig.

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OMAHA, NE 68154
402.496.2498
LampRynearson.com

ROB VANDERVEEN
E-17175
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