ANCHOR POINTE
MIXED USE DISTRICT DEVELOPMENT AGREEMENT

THIS MIXED USE DISTRICT DEVELOPMENT AGREEMENT (hereinafter "Agreement") made pursuant to Section 55-561 thru 55-565 of the Zoning Ordinances of the City of Omaha, made and entered into this ______day of ______ 2019, by and between THE CITY OF OMAHA, NEBRASKA, a Municipal Corporation, (hereinafter "City") and ANCHOR POINTE DEVELOPMENT, LLC (hereinafter "Developer").

WITNESSED:

WHEREAS, the Developer is the legal owner of the real estate described on the attached Plat Map (Exhibit "A"), which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of Section 55-561 thru 55-565 of the Omaha Municipal Code for the development of a mixed use project;

WHEREAS, in accordance with the requirements of the Municipal Code, the Developer has presented a Development Plan (Exhibit “B”) to the City indicating the manner in which the developer intends to meet the requirements of this Agreement; and

WHEREAS, the City, in the interest of maintaining the public health, safety and welfare, desires to assure that such project is developed substantially in accordance with the Development Plan (Exhibit “B”) and therefore considers this Agreement to be in the best interests of the City; and

WHEREAS, the Developer is willing to commit itself to the development of a project substantially in accordance with the Development Plan (Exhibit “B”) and desires to have a reasonable amount of flexibility to carry out the development and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and the Developer desire to set forth in this Agreement their respective understandings and agreements with regard to ANCHOR POINTE COMMERCIAL.

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

1. Definitions

   A. For the purposes of this Agreement the definitions in the Omaha Municipal Code, Chapter 55, Article II, shall apply. In addition, the following words and phrases shall have the following meanings:

   B. Development Plan shall mean the site design and development features described in Exhibit “B” attached to this Agreement.
C. Public Improvements shall mean all physical features proposed to be located in the public right-of-way or any publicly dedicated easement, including, but not limited to, streets, sidewalks, plazas, pathways, parks, public art, lighting and streetscaping.

D. Private Improvements shall mean all physical features proposed to be located in either the public right-of-way pursuant to an approved lease agreement by the appropriate parties or within a private easement or upon private property as set forth in any Exhibit identified herein under Section A of the General Conditions, including, but not limited to, private drives, sidewalks, plazas, pathways, parks, public art, lighting and streetscaping if such streetscaping is not located within any publicly dedicated right-of-way or easement.

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

F. Site improvement shall mean any building, parking, landscaping, signage, fencing, or other regulated structures.

G. “Office” shall mean a building designed and constructed to provide for office occupancy only. Such buildings may be characterized by a single primary entrance, a central lobby serving as access to tenant suites and when appropriate multiple stories or include other design characteristics that differentiates it from typical in-line retail or other non-office use buildings. The office use may also be satisfied with mixed use, multi-storied buildings per section 55-564(c)1.

2. General Conditions

A. This Agreement shall include the terms and conditions herein in addition to the following Exhibits pursuant to Section 55-565 of the Omaha Municipal Code:

1. Exhibit A – Plat Map
2. Exhibit B – Development Plan
3. Exhibit B1-LOT 303 – B5-LOT 307 – Detailed and Individual Site Plans
4. Exhibit C – Sign Plan/Budget Calculation Table
5. Exhibit C1 – Typical Sign Detail
6. Exhibit D – Plaza Plan
7. Exhibit D1 – Building Elevation Examples

B. Except as otherwise permitted in this Agreement, the project shall be developed in accordance with the:

1. City of Omaha Master Plan
2. Chapter 55 Zoning of the Omaha Municipal Code
3. Chapter 53 Subdivision of the Omaha Municipal Code
C. In the event that there is a conflict among provisions of this agreement and applicable provisions of the Omaha Municipal Code, the terms of this Agreement shall apply unless otherwise permitted by this Agreement under **Section 4 - Special Conditions Section**.

D. The Mayor 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.

E. 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 present and all successor owners of the real estate described herein.

F. **Nondiscrimination.** Developer shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, religion, color, sex, age, sexual orientation, gender identity, disability, political or religious opinions, affiliations, or national origin.

G. **Applicable Law.** Parties to this contract shall conform to all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.

H. **Interest to the City.** Pursuant to Sec. 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City of Omaha shall have a financial interest, direct or indirect, in any City of Omaha contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Omaha shall render the contract voidable by the Mayor or Council.

I. **Disclosure.** The Developer shall provide a copy of this Agreement to any future tenants and all successor owners of real estate in this development. Also, this Agreement should be included as part of the disclosure of restrictions in any sales or lease Agreement. This will avoid confusion and loss of time for the tenant during the permit review process.

### 3. Site Development Regulations

A. **Development Plan:** It is intended that the Development Plan is a general schematic of the development indicating the manner in which the developer intends to meet the requirements of this Agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developer to alter the size, location, use or type of the buildings or other site improvements.

B. **Amendments:** Either the Developer or any successor owner or assigns of any legal lot within the Plat Map, may apply for an amendment to this Agreement pursuant to section 55-564.d. Amendments shall be modified or supplemented in
writing by the City and the Developer or its successor or assigns of any lot within the Plat Map as follows:

(a) **Minor Amendments.** The Planning Director may approve minor amendments to this Agreement if he or she determines that the amendment, modification or supplement does not substantially modify or alter the Development Plan and is in compliance with applicable standards for MU zoning.

(b) **Major Amendments.** Any amendment that is determined to be a substantial and/or material change, modification or alteration to the Development Plan, as determined by the Planning Director in his or her reasonable discretion, shall follow the procedure pursuant to section 55-564.d.4.

C. **Subdivision Standards:** The Developer may reduce or increase the number of lots as shown on the Plat Map, by revising lot lines, combining, or dividing lots, as allowed by this section.

1. The Developer may request, and the City may, by Administrative Subdivision, grant any such revisions, combinations or divisions as necessary to carry out the Development Plan.

2. An application for an Administrative Subdivision to make such changes shall include as an attachment a revision to the Development Plan (Exhibit “B”) and Sign Plan/Budget Calculation Table (Exhibit “C”) as a minor amendment to the Agreement.

3. When a subdivision cannot be done administratively all changes shall be shown on revised attachments to the Development Plan (Exhibit “B”) and Sign Plan/Budget Calculation Table (Exhibit “C”) as a major amendment to the Agreement.

D. **Street Types:** All public and private streets and rights-of-ways within the interior of the development shall be classified as one of the following pursuant to Section 55-32 of the Omaha Municipal Code:

1. Street, internal main (section 55-932).
2. Street, internal (section 55-932).
3. Street, Internal access, hereby defined as a vehicular circulation route that provides access to utility/service areas of a site, parking lots and generally does not traverse a development area.

E. **Permitted uses:** Except as otherwise allowed by this Agreement the uses on all lots shall be in accordance with Section 55-563 of the Omaha Municipal Code. The following use restrictions apply pursuant to Section 55-564.c of the Omaha Municipal Code:

1. Office uses are restricted pursuant to Section 55-564.c.1 of the Omaha Municipal Code.
2. Free-standing fast food restaurants are restricted pursuant to Section 55-564.c.2 of the Omaha Municipal Code.

F. Site Development Standards: Except as otherwise allowed by this Agreement all lots shall developed in accordance with:

1. **CC-Community Commercial District** zoning pursuant to Chapter 55 – Zoning of the Omaha Municipal Code, and;

2. **MU-Mixed-use District** pursuant to Section 55-564 of the Omaha Municipal Code.

G. Parking Standards: Except as otherwise allowed by this Agreement, the parking for all lots shall meet or exceed the minimum requirements of the provisions of the Omaha City Code, Chapter 55, Article 14, Off-Street Parking and Loading with the following exception(s):

1. On-street parking located in the public right-of-way within a mixed use district may be counted toward the required off-street parking of the adjacent lot or as part of an approved parking plan.

H. Open/Public Space Standards: The district shall incorporate open/public space area pursuant to Section 55-564.h of the Omaha Municipal Code and as described by the Development Plan (Exhibit “B”) or by separate exhibit.

I. Signs: Except as otherwise allowed by this Agreement all lots shall be developed in accordance with the following:

1. Chapter 55, Article 10, Special Districts, Section 55-564.f for Green Corners.

2. Chapter 55, Article 18, Signs and Street Graphics in accordance with provisions of the CC-Community Commercial District.

3. Chapter 55, Article 22, Urban Design, Section 55-933 for signs within urban design districts and Section 55-935.d.6 for building signs in urban design districts.

4. The Sign Plan/Budget Calculation Table attached hereto as Exhibit “C,” pursuant to Section 55-928.a for common developments, shall be followed. The permitted sign area for each lot is based on the frontage of each lot in relation to the total net street frontage in the development. The owner of each lot may allocate its share of this sign budget for each lot between and among the various permitted sign types, and between and among the separate structures located or to be located on each lot.

5. Allocated sign budget amounts may be transferred between lots on a square foot to square foot basis when an amended Agreement is filed with the
Planning Department specifying the increase or decrease in budget for each lot.

6. The sign budget shall include the area of any center identification sign.

7. Any building that contains multiple retail establishments shall have a sign plan to ensure continuity of the identification signs of all the establishments within the building.
IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

CITY OF OMAHA, NEBRASKA

By __________________________
   Mayor

Approved as to form:

_____________________________
Assistant City Attorney

Attest:

By __________________________
   City Clerk

STATE OF NEBRASKA    )
COUNTY OF DOUGLAS     ) ss.

The foregoing instrument was acknowledged before me this ____ day of __________________, 2019, by __________________________, who holds the position of Mayor of the City of Omaha, on behalf of the aforesaid City.

Witness my hand and Notarial Seal the day and year last above written.

_________________________________
Notary Public

My Notarial Commission expires the ______ day of ________________, 20__.
DEVELOPER

By __________________________

TIM YOUNG, MANAGING MEMBER
ANCHOR POINTE DEVELOPMENT, LLC

_______________________________
Title

_______________________________
Date

(Note: All Owners’ signatures must be notarized)

STATE OF NEBRASKA )
) ss.
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this ____ day of ________________, 2019, by __________________________ and __________________________.

Witness my hand and Notarial Seal the day and year last above written.

____________________________________
Notary Public

My Notarial Commission expires the _______ day of ________________, 2019.
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 303 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS' ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.

- ALL INTERIOR PEDESTRIAN WAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.

- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALK OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.

- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URNS AND BENCHES SHALL BE CoORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/E NTRANCE) SHALL BE:
  - (0) FOUNTAIN / SCULPTURE
  - (2) 6' BENCHES
  - (2) TRASH URNS
  - (2) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (2) BOLLARDS

- ALL PARKING LOT LIGHTING FIXTURES SHALL BE CoORDINATED THROUGHOUT THE ENTIRE PROJECT.

- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW 'CC' ZONING REGULATIONS.

- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING AREA. THE MINIMUM SIZE OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).

- STREET TREES SHALL BE PLANTED AT 40' ON CENTER ALONG KIMBALL STREET AND 170TH STREET.
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 304 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS' ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.
- ALL INTERIOR PEDESTRIAN WAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.
- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALK OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.
- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URNS AND BENCHES SHALL BE COORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/TENANCE) SHALL BE:
  - (1) FOUNTAIN / SCULPTURE
  - (6) 6' BENCHES
  - (6) TRASH URNS
  - (12) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (2) BOLLARDS
- ALL PARKING LOT LIGHTING FIXTURES SHALL BE COORDINATED THROUGHOUT THE ENTIRE PROJECT.
- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW 'CC' ZONING REGULATIONS.
- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING AREA. THE MINIMUM SIZE OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).
- STREET TREES SHALL BE PLANTED AT 40' ON CENTER ALONG KIMBALL STREET AND 170TH STREET.
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 305 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS' ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.
- ALL INTERIOR PEDESTRIANWAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.
- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALK OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.
- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URNS AND BENCHES SHALL BE COORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/ENTRANCE) SHALL BE:
  - (0) FOUNTAIN / SCULPTURE
  - (0) 6' BENCHES
  - (0) TRASH URNS
  - (0) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (2) BOLLARDS
- ALL PARKING LOT LIGHTING FIXTURES SHALL BE COORDINATED THROUGHOUT THE ENTIRE PROJECT.
- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW 'CC' ZONING REGULATIONS.
- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING AREA. THE MINIMUM SIZE OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).
- STREET TREES SHALL BE PLANTED AT 40' ON CENTER ALONG KIMBALL STREET AND 170TH STREET.
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 306 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS’ ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.
- ALL INTERIOR PEDESTRIAN WAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.
- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALK OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.
- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URNS AND BENCHES SHALL BE COORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/ENTRANCE) SHALL BE:
  - (0) FOUNTAIN / SCULPTURE
  - (3) 6’ BENCHES
  - (3) TRASH URNS
  - (3) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (3) BOLLARDS
- ALL PARKING LOT LIGHTING FIXTURES SHALL BE COORDINATED THROUGHOUT THE ENTIRE PROJECT.
- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW ‘CC’ ZONING REGULATIONS.
- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING AREA. THE MINIMUM SIZE OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).
- STREET TREES SHALL BE PLANTED AT 40’ ON CENTER ALONG KIMBALL STREET AND 170TH STREET.
The following design guidelines shall be incorporated into the final development plans of Lot 307 at this location within the Anchor Pointe development:

- A business owners' association shall be established and maintained for the development and maintenance of the common area items detailed in this document.
- All interior pedestrian ways shall be connected to the perimeter circulation system as indicated.
- Integrally colored concrete pedestrian crosswalk of at least 10 feet in width shall be used to define pedestrian crosswalks at driveways and streets as indicated.
- All street furnishings such as light poles and fixtures, trash urns and benches shall be coordinated throughout the project. Minimum furnishings for this lot (or focal point/entrance) shall be:
  - (0) Fountain / Sculpture
  - (2) 6' Benches
  - (2) Trash Urns
  - (1) Pedestrian - Scale light fixtures
  - (1) Bike Racks
  - (2) Bollards
- All parking lot lighting fixtures shall be coordinated throughout the entire project.
- Other than street tree plantings, all landscaping is conceptual as to species and placement. All plantings shall follow "CC" zoning regulations.
- Minimum greenspace within the parking area shall be 7 percent of the parking area. The minimum size of the parking lot islands shall be 9 feet by 36 feet (9 feet by 18 feet for a half island).
- Street trees shall be planted at 40' on center along Kimball Street and 170th Street.
<table>
<thead>
<tr>
<th>LOT #</th>
<th>PRIMARY FRONTAGE</th>
<th>SECONDARY FRONTAGE</th>
<th>ADJUST.</th>
<th>MULT.</th>
<th>ALLOWABLE SIGN AREA</th>
<th>ALLOCATED SIGN AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>303</td>
<td>498</td>
<td>356</td>
<td>178</td>
<td>1.5</td>
<td>1014</td>
<td>900</td>
</tr>
<tr>
<td>304</td>
<td>864</td>
<td>0</td>
<td>0</td>
<td>1.5</td>
<td>1296</td>
<td>900</td>
</tr>
<tr>
<td>305</td>
<td>242</td>
<td>464</td>
<td>232</td>
<td>1.5</td>
<td>711</td>
<td>500</td>
</tr>
<tr>
<td>306</td>
<td>466</td>
<td>132</td>
<td>66</td>
<td>1.5</td>
<td>798</td>
<td>500</td>
</tr>
<tr>
<td>307</td>
<td>280</td>
<td>492</td>
<td>246</td>
<td>1.5</td>
<td>789</td>
<td>500</td>
</tr>
</tbody>
</table>

**TOTAL SIGNAGE ALLOWED ON PROJECT**: 4608

**SUB-TOTAL SIGNAGE ALLOCATED (SQ.FT.)**: 3300

**CENTER IDENTIFICATION SIGN (x 300 SQ.FT)**: 300

**TOTAL SIGNAGE ALLOCATED ON THIS PROJECT**: 3600

**SIGNAGE BANK**: 1008
MAXIMUM SIGN AREA OF THIS CENTER IDENTIFICATION SIGN SHALL BE 300 SQUARE FEET. THE IDENTIFICATION SIGN SHALL HAVE MULTIPLE TENANTS LOCATED ON THE SIGN. THE CENTER IDENTIFICATION SIGN SHALL BE LOCATED 12 FEET FROM THE PROPERTY LINE.

TYPICAL SIGN DETAIL
CENTER IDENTIFICATION SIGN
EXHIBIT D1
BUILDING ELEVATION EXAMPLES
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 303 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS' ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.

- ALL INTERIOR PEDESTRIANWAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.

- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALK OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.

- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URNS AND BENCHES SHALL BE COORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/ENTRANCE) SHALL BE:
  - (0) FOUNTAIN / SCULPTURE
  - (2) 6' BENCHES
  - (2) TRASH URNS
  - (2) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (2) BOLLARDS

- ALL PARKING LOT LIGHTING FIXTURES SHALL BE COORDINATED THROUGHOUT THE ENTIRE PROJECT.

- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW 'CC' ZONING REGULATIONS.

- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING AREA. THE MINIMUM SIZE OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).

- STREET TREES SHALL BE PLANTED AT 40' ON CENTER ALONG KIMBALL STREET AND 170TH STREET.
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 304 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS’ ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.
- ALL INTERIOR PEDESTRIAN/WAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.
- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALK OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.
- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URNS AND BENCHES SHALL BE COORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/ENTRANCE) SHALL BE:
  - (1) FOUNTAIN / SCULPTURE
  - (6) 6’ BENCHES
  - (6) TRASH URNS
  - (12) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (2) BOLLARDS
- ALL PARKING LOT LIGHTING FIXTURES SHALL BE COORDINATED THROUGHOUT THE ENTIRE PROJECT.
- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW ‘CC’ ZONING REGULATIONS.
- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING AREA. THE MINIMUM SIZE OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).
- STREET TREES SHALL BE PLANTED AT 40’ ON CENTER ALONG KIMBALL STREET AND 170TH STREET.
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 305 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS' ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.
- ALL INTERIOR PEDESTRIAN WAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.
- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALK OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.
- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URNS AND BENCHES SHALL BE COORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/ENTRANCE) SHALL BE:
  - (0) FOUNTAIN / SCULPTURE
  - (0) 6' BENCHES
  - (0) TRASH URNS
  - (0) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (2) BOLLARDS
- ALL PARKING LOT LIGHTING FIXTURES SHALL BE COORDINATED THROUGHOUT THE ENTIRE PROJECT.
- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW 'CC' ZONING REGULATIONS.
- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).
- STREET TREES SHALL BE PLANTED AT 40' ON CENTER ALONG KIMBALL STREET AND 170TH STREET.

TOTAL PARKING: 61 STALLS
PARKING RATIO: 6.4 / 1,000 S.F.
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 306 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS' ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.

- ALL INTERIOR PEDESTRIANWAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.

- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALK OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.

- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URNS AND BENCHES SHALL BE COORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/ENTRANCE) SHALL BE:
  - (0) FOUNTAIN / SCULPTURE
  - (3) 6' BENCHES
  - (3) TRASH URNS
  - (3) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (3) BOLLARDS

- ALL PARKING LOT LIGHTING FIXTURES SHALL BE COORDINATED THROUGHOUT THE ENTIRE PROJECT.

- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW 'CC' ZONING REGULATIONS.

- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING AREA. THE MINIMUM SIZE OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).

- STREET TREES SHALL BE PLANTED AT 40' ON CENTER ALONG KIMBALL STREET AND 170TH STREET.
THE FOLLOWING DESIGN GUIDELINES SHALL BE INCORPORATED INTO THE FINAL DEVELOPMENT PLANS OF LOT 307 AT THIS LOCATION WITHIN THE ANCHOR POINTE DEVELOPMENT:

- A BUSINESS OWNERS' ASSOCIATION SHALL BE ESTABLISHED AND MAINTAINED FOR THE DEVELOPMENT AND MAINTENANCE OF THE COMMON AREA ITEMS DETAILED IN THIS DOCUMENT.
- ALL INTERIOR PEDESTRIAN WAYS SHALL BE CONNECTED TO THE PERIMETER CIRCULATION SYSTEM AS INDICATED.
- INTEGRALLY COLORED CONCRETE PEDESTRIAN CROSSWALKS OF AT LEAST 10 FEET IN WIDTH SHALL BE USED TO DEFINE PEDESTRIAN CROSSWALKS AT DRIVEWAYS AND STREETS AS INDICATED.
- ALL STREET FURNISHINGS SUCH AS LIGHT POLES AND FIXTURES, TRASH URRNS AND BENCHES SHALL BE COORDINATED THROUGHOUT THE PROJECT. MINIMUM FURNISHINGS FOR THIS LOT (OR FOCAL POINT/ENTRANCE) SHALL BE:
  - (0) FOUNTAIN / SCULPTURE
  - (2) 6' BENCHES
  - (2) TRASH URRNS
  - (1) PEDESTRIAN - SCALE LIGHT FIXTURES
  - (1) BIKE RACKS
  - (3) BOLLARDS
- ALL PARKING LOT LIGHTING FIXTURES SHALL BE COORDINATED THROUGHOUT THE ENTIRE PROJECT.
- OTHER THAN STREET TREE PLANTINGS, ALL LANDSCAPING IS CONCEPTUAL AS TO SPECIES AND PLACEMENT. ALL PLANTINGS SHALL FOLLOW 'CC' ZONING REGULATIONS.
- MINIMUM GREENSPACE WITHIN THE PARKING AREA SHALL BE 7 PERCENT OF THE PARKING AREA. THE MINIMUM SIZE OF THE PARKING LOT ISLANDS SHALL BE 9 FEET BY 36 FEET (9 FEET BY 18 FEET FOR A HALF ISLAND).
- STREET TREES SHALL BE PLANTED AT 40' ON CENTER ALONG KIMBALL STREET AND 170TH STREET.
Exhibit B - Development Plan

Provide a mix of Commercial Land Use: 7 Acres NC
Office Land Use: 1.3 Acres NC
Plaza / Open Space: 1.5 Acres NC

Ten percent of the land area is set aside as office land use. A minimum of 12% of the land area shall be used for fast food.

Internal system of pedestrian walkways connects all buildings with the perimeter public walkways. Inallying concrete sidewalks or striping will be used on all vehicles so as to distinguish the pedestrian ways.

Internal walkways are accessed as thru-lot ways sharing common access points with adjacent lots, where possible.

Planting and landscaping layouts shall be provided that exceed the city standards throughout the project.

A business association shall be established to maintain private ways and landscaping.

The central plaza is located within a quarter mile of all buildings.

All street furnishings, such as light poles and fixtures, trash urns and benches, shall be coordinated throughout the project. Minimum furnishings for this development (or focal point/entrance) shall be:
- 56 light poles
- 18 pedestrian-scale light fixtures
- 10 trash urns
- 6' benches
- 1 fountain/sculpture
- 5 decorative bollards

Buildings shall be recommended to be compatible with each other in scale and architectural style.

Internal streets connect to adjacent development.

All buildings are physically and visually accessible to public safety vehicles.

Plant Schedule

<table>
<thead>
<tr>
<th>Botanical Name</th>
<th>Common Name</th>
<th>Size</th>
<th>Type</th>
</tr>
</thead>
</table>
| Acer rubrum 'Franksred' | Red Sunset Maple | 2" B&B | 25
| Malus 'Pink Profusion' | Pink Profusion Crabapple | 1 1/2" B&B | 16
| Malus 'Spring Snow' | Spring Snow Crabapple | 1 1/2" B&B | 16
| Malus 'Pink Profusion' | Pink Profusion Crabapple | 1 1/2" B&B | 16
| Picea pungens 'Glauca' | Colorado Blue Spruce | 8'-9' B&B | 4 UNITS
| Picea pungens 'Glauca' | Colorado Blue Spruce | 8'-9' B&B | 4 UNITS
| Acer ginnala | Amur Maple | 1 1/2" B&B | 460"
| Gleditsia triacanthos 'Skyline' | Skyline Honeylocust | 2" B&B | 460"
| Malus 'Spring Snow' | Spring Snow Crabapple | 1 1/2" B&B | 460"
| Acer ginnala | Amur Maple | 1 1/2" B&B | 460"
| Malus 'Spring Snow' | Spring Snow Crabapple | 1 1/2" B&B | 460"
| Malus 'Pink Profusion' | Pink Profusion Crabapple | 1 1/2" B&B | 460"
| Malus 'Spring Snow' | Spring Snow Crabapple | 1 1/2" B&B | 460"
| Malus 'Pink Profusion' | Pink Profusion Crabapple | 1 1/2" B&B | 460"
| Malus 'Spring Snow' | Spring Snow Crabapple | 1 1/2" B&B | 460"
| Malus 'Pink Profusion' | Pink Profusion Crabapple | 1 1/2" B&B | 460"
| Malus 'Spring Snow' | Spring Snow Crabapple | 1 1/2" B&B | 460"