

AGENDA ITEM 4A & 4B

**Proposed Amendment No. 3 to the Redevelopment
Plan for the 84th Street Redevelopment Area**

&

**Proposed Comprehensive Development Plan
Amendment to Incorporate Proposed Amendment
No. 3, as described in Agenda item 4A above, into
the Comprehensive Development Plan**

RESOLUTION NO 24-001

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING THAT THE CITY OF LA VISTA CITY COUNCIL AMEND THE CITY OF LA VISTA COMPREHENSIVE PLAN TO INCORPORATE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA - AMENDMENT NO. 3 INTO THE COMPREHENSIVE PLAN

NOW THEREFORE BE IT RESOLVED, that

1. An amendment to the City of La Vista Comprehensive Plan, as previously amended, ("Comprehensive Plan"), is proposed to incorporate "*Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3*" into the Comprehensive Plan ("Comprehensive Plan Amendment"). The proposed *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3* ("Redevelopment Plan Amendment No. 3") is presented at this meeting as a separate agenda item.
2. The Planning Commission, after notice and hearing, recommends that the City Council approve the Comprehensive Plan Amendment in form and content satisfactory to the City Administrator or the City Administrator's designee, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) Agency recommendation and City Council adoption of Redevelopment Plan Amendment No. 3, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate.

PASSED AND APPROVED THIS 29th DAY OF FEBRUARY, 2024.

CITY OF LA VISTA PLANNING COMMISSION

Chair

ATTEST:

Secretary

RESOLUTION NO 24-002

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE CITY OF LA VISTA COMMUNITY DEVELOPMENT AGENCY AND GOVERNING BODY OF THE CITY OF LA VISTA PROPOSED REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA - AMENDMENT NO. 3

NOW THEREFORE BE IT RESOLVED, that

1. A proposed amendment to the City of La Vista Redevelopment Plan for the 84th Street Redevelopment Area, as previously amended, (“Redevelopment Plan”), titled “*Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3*” (“Redevelopment Plan Amendment No. 3”) is presented at this meeting for review of the Planning Commission and recommendation to the La Vista Community Development Agency (“Agency”) and governing body of the City of La Vista as to its conformity, and conformity of the Redevelopment Plan as amended by Redevelopment Plan Amendment No. 3, with the general plan for the development of the City as a whole, as provided in the La Vista Comprehensive Plan (“Comprehensive Plan”). Also proposed as a separate agenda item is an amendment to Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan.
2. The Planning Commission, after notice and hearing, reviewed Redevelopment Plan Amendment No. 3 and recommends to the Agency and governing body of the City of La Vista Redevelopment Plan Amendment No. 3 presented at this meeting as in conformity, and conformity of the Redevelopment Plan as amended by such Redevelopment Plan Amendment No. 3, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator’s designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator’s designee, (iv) City Council adoption of an amendment to the Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 3 into the Comprehensive Plan, and (v) such further actions or approvals as the City Administrator or City Administrator’s designee determines necessary or appropriate.

PASSED AND APPROVED THIS 29th DAY OF FEBRUARY, 2024.

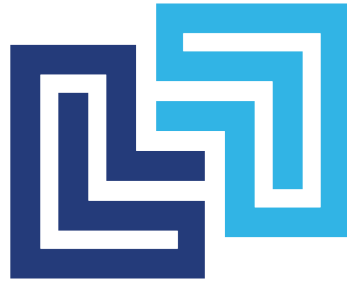
CITY OF LA VISTA PLANNING COMMISSION

Chair

ATTEST:

Secretary

MEMO



TO: Planning Commission

FROM: Christopher Solberg, AICP, Deputy Community Development Director

DATE: 2/19/2024

RE: Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3 & Comprehensive Development Plan Amendment to Incorporate Redevelopment Plan Amendment No. 3

Public hearings have been scheduled and the Planning Commission is asked to make recommendations to the City Council regarding the proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 3 ("Amendment No. 3"), and a proposed ordinance that would amend the City's Comprehensive Development Plan to incorporate Amendment No. 3 into the Comprehensive Development Plan ("Comprehensive Development Plan Ordinance"), assuming Amendment No. 3 is adopted.

The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment ("Redevelopment Area"). To eliminate and prevent recurrence of the substandard and blighted area, the City of La Vista Community Development Agency recommended, and the City Council approved, the Redevelopment Plan for the 84th Street Redevelopment Area ("Initial Redevelopment Plan"), Amendment No. 1 and Amendment No. 2 in 2013, 2016 and 2020, respectively, (the Initial Redevelopment Plan, as amended by Amendment No. 1 and Amendment No. 2, is referred to in this Memorandum as "Redevelopment Plan"), which among other things included and further refined a mixed-use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. The Comprehensive Development Plan, which is the general plan for development of the City as a whole, also was amended to incorporate the Initial Redevelopment Plan, Amendment No. 1, and Amendment No. 2 in 2013, 2016, and 2020, respectively, and accordingly the Initial

Redevelopment Plan, Amendment No. 1, and Amendment No. 2 each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole as amended. At each stage before Council action on a matter described above, a public hearing and recommendation of the Planning Commission was held and obtained.

An additional proposed amendment to the Redevelopment Plan, titled "Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 3" ("Amendment No. 3") is presented at this meeting among other things to modify certain minimum requirements with respect to private improvements to be constructed within the Mixed Use Redevelopment Project Area and allow additional multiple family residential space instead of retail uses for a portion of the street level of the building on Lot 14, La Vista City Centre as provided in the Third Amendment to Subdivision Agreement incorporated into Redevelopment Plan Amendment No. 3, and to modify certain Design Standards as provided in the Third Amendment to Redevelopment Agreement incorporated into such Amendment No. 3. A proposed Ordinance also is presented to amend the City's Comprehensive Development Plan to incorporate Amendment No. 3 if adopted.

The Planning Commission, after public hearing, is asked to review and make recommendations to the City Council regarding Amendment No. 3 as to its conformity with the Comprehensive Development Plan, as the general plan for the development of the City as a whole, subject to approval of the Comprehensive Development Plan Ordinance incorporating Amendment No. 3 if adopted. The proposed Comprehensive Development Plan Ordinance also is submitted for Planning Commission review and recommendation to the Council, after a separate public hearing. Notices of public hearings have been published and provided in accordance with applicable laws.

STAFF RECOMMENDATION

Staff recommends (i) Redevelopment Plan Amendment No. 3 as in conformity with the general plan for the development of the City as a whole subject to approval of the Comprehensive Development Plan Ordinance to incorporate Redevelopment Plan Amendment No 3, and (ii) the Comprehensive Development Plan Ordinance to incorporate Redevelopment Plan Amendment No 3, if adopted, subject to any conditions specified by the Planning Commission in its recommendations.

Redevelopment Plan for the 84th Street Redevelopment Area Amendment No. 3

The Redevelopment Plan for the 84th Street Redevelopment Area (“Redevelopment Area”) originally adopted on July 16, 2013 by the City Council of the City of La Vista, Nebraska and subsequently amended by Amendment No. 1 and Amendment No. 2, (such Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as “Redevelopment Plan”) is hereby further amended by this Amendment No. 3 to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions (“Amendment”).

Preliminary Statement

Before adopting the Redevelopment Plan for the 84th Street Redevelopment Area, the entire Redevelopment Area in 2012 was declared by City Council Resolution No. 12-011, in accordance with all applicable statutory requirements, substandard and blighted and in need of redevelopment. The substandard and blighted Redevelopment Area is a threat to the stability and vitality of the City.

The Redevelopment Plan for the 84th Street Redevelopment Area was adopted in 2013. Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, and related Redevelopment Agreement and Subdivision Agreement, were adopted in 2016 (the “2016 Redevelopment Agreement” and “2016 Subdivision Agreement”), among other things, to provide for a Mixed Use Redevelopment Project and a Public Improvement Redevelopment Project in the Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted area. The 2016 Redevelopment Agreement subsequently was amended by a First Amendment in 2017 and Second Amendment in 2021 (the 2016 Redevelopment Agreement, as amended by such First Amendment and Second Amendment, is referred to herein as “Redevelopment Agreement”). The 2016 Subdivision Agreement subsequently was amended by a First Amendment to Subdivision Agreement in 2019 and Second Amendment in 2021 (the 2016 Subdivision Agreement, as amended by such First Amendment and Second Amendment, is referred to herein as “Subdivision Agreement”). Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area incorporated the Second Amendment to the Subdivision Agreement and Second Amendment to the Redevelopment Agreement.

The CDA, in initially recommending and adopting the Redevelopment Plan for the 84th Street Redevelopment Area, designated the substandard and blighted Redevelopment Area as appropriate for one or more renewal projects, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 1 and Amendment No. 2 to such Redevelopment Plan for the 84th Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment. Accordingly, the Redevelopment Area is a community redevelopment area. All works or undertakings pursuant to this Amendment or the Redevelopment Plan, Mixed Use Redevelopment Project, or Public Improvement Redevelopment Project, as amended, or otherwise in accordance with the Community Development Law constitute

redevelopment projects under Neb. Rev. Stat. Section 18-2103. The CDA, in recommending and adopting Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, also designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment, and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

CDA and City desire to further amend the Redevelopment Plan to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions. The Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, and related redevelopment plan provisions are revised as provided in this Amendment. In addition to, and not in limitation of, any other finding or determination of the CDA or City, the CDA and City by recommending and adopting this Amendment find and determine that public and private actions, improvements, works, and resources as provided in this Amendment are in the public interest and necessary to eliminate and prevent recurrence of the substandard and blighted area. The projects provided in this Amendment have the potential to be catalysts for other projects to eliminate and prevent recurrence of the substandard and blighted Redevelopment Area, and to enhance or provide new residential, employment, shopping, recreational, restaurant, tourism, and entertainment options and amenities of and to the City and its residents, and additional tax revenues to the City.

Section 1. City Centre Mixed Use Redevelopment Project.

A Third Amendment to the Redevelopment Agreement (“Third Amendment to Redevelopment Agreement”) is presented with this Amendment or on file with the City Clerk. Such Third Amendment to Redevelopment Agreement, substantially in form and content set forth in Exhibit 1 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Redevelopment Agreement as amended by the Third Amendment to Redevelopment Agreement, are incorporated into this Amendment by reference (the Redevelopment Agreement as amended by the Third Amendment to Redevelopment Agreement is referred to in this Amendment as the “Amended Redevelopment Agreement”), and the Mixed Use Redevelopment Project and all Redevelopment Plan provisions are amended in accordance with such Third Amendment to Redevelopment Agreement and Amended Redevelopment Agreement.

The Redevelopment Plan, among other things, provided for Mixed Use Improvements pursuant to the Mixed Use Redevelopment Project constructed and paid for by Redeveloper, including use of tax increment financing (“TIF”) for Eligible Expenses. The CDA or its designee conducted a Cost-Benefit Analysis for the Mixed Use Redevelopment Project, as updated in connection with the Second Amendment to the Redevelopment Agreement, whose Redevelopment Plan included the use of funds authorized by Neb. Rev. Stat. Section 18-2147 based on all phases and the Maximum Redevelopment Loan Amount and using a model satisfactory to the City Administrator or her

designee on behalf of the CDA for use by local projects and considering and analyzing applicable factors, including factors specified in Neb. Rev. Stat. Section 18-2113(2). The Cost-Benefit Analysis, as updated, constitutes the cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, constitutes the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. In conducting the cost-benefit analysis, a cost-benefit model developed for use by local projects considered and analyzed the following factors:

- (a) Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147;
- (b) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project;
- (c) Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project;
- (d) Impacts on other employers and employees within the City and the immediate areas that are located outside the boundaries of the area of the redevelopment project;
- (e) Impacts on the student populations of the school districts within the City; and
- (f) Any other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project.

Additional updates to the Cost-Benefit Analysis are not proposed in connection with this Amendment, and the current Cost-Benefit Analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on a Maximum Redevelopment Loan Amount, as amended by the Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to continue to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct or have conducted any additional cost-benefit or other analysis from time to time as such City Administrator or designee determines in her or his discretion necessary or appropriate with respect to any proposed TIF.

Section 2. Public Improvement Redevelopment Project.

The Third Amendment to Subdivision Agreement (“Third Amendment to Subdivision Agreement”) is presented with this Amendment or on file with the City Clerk. Such Third Amendment to Subdivision Agreement, substantially in form and content set forth in Exhibit 2 to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable, and the Subdivision Agreement as amended by the Third Amendment to Subdivision Agreement, are incorporated into this Amendment by

reference (the Subdivision Agreement as amended by the Third Amendment to Subdivision Agreement is referred to herein as “Amended Subdivision Agreement”), and the Public Improvement Redevelopment Project and all related Redevelopment Plan provisions are amended in accordance with such Third Amendment to Subdivision Agreement and Amended Subdivision Agreement.

Section 3. Other

A. This Amendment shall be conditional on execution and recording of the Third Amendment to Redevelopment Agreement and Third Amendment to Subdivision Agreement substantially in form and content set forth in exhibits to this Amendment, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or advisable.

B. All improvements and all acquisitions and conveyances of all real property and interests therein of the City or CDA as the City, CDA, City Administrator, or City Engineer from time to time determines necessary or appropriate to carry out this Amendment or the Redevelopment Plan, as amended by this Amendment, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area, are authorized and approved.

C. At the option of the City or CDA, parcels or improvements described in this Amendment may be financed (including, without limitation, financing pursuant to Neb. Rev. Stat. Section 18-2147), developed, or constructed together with, or separately from, one or more other parcels or improvements under the Redevelopment Plan as amended by this Amendment; and any of which done separately shall constitute a separate redevelopment project and plan that shall be carried out in accordance with the Redevelopment Plan as amended by this Amendment and any applicable redevelopment contract, subdivision agreement, or other agreements, documents, or instruments. To the extent that a redevelopment plan authorizes the division of ad valorem taxes levied upon only a portion of the real property included in such redevelopment plan, any improvements funded by such division of taxes shall be related to, determined, and carried out in accordance with the redevelopment plan that authorizes such division of taxes.

D. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Sections 19-3301 et seq, 66-4,101, and 77-27,142, and various provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise its statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. The CDA also shall be authorized to exercise all applicable statutory powers and authority to carry out this Amendment, the Redevelopment Plan as amended by this

Amendment, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council, if any. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to the Redevelopment Plan as amended by this Amendment, or any subsequent amendment, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, or fund the redevelopment projects, improvements, works, costs, or expenses under the Redevelopment Plan as amended by this Amendment.

E. The general plan for development of the City as a whole is the City's Comprehensive Plan. The Comprehensive Plan incorporates the Redevelopment Plan, and in conjunction with this Amendment is amended to incorporate this Amendment. Accordingly, CDA in recommending this Amendment finds and determines that this Amendment, and the Redevelopment Plan as amended by this Amendment, is in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan.

F. CDA approval and recommendation of this Amendment to the City, and City approval of this Amendment and any City Comprehensive Plan amendment incorporating this Amendment, among other things, shall constitute and be deemed to be:

1. Findings and determinations that this Amendment, and the Redevelopment Plan as amended by this Amendment, is sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements; and its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project areas; and
2. Following the hearings required under Neb. Rev. Stat. Section 18-2115, findings and documentation in writing by the governing body of the City that this Amendment, and the Redevelopment Plan as amended by this Amendment, is feasible and in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan, as amended by incorporation of this Amendment, and in conformity with the legislative declarations and determinations set forth in the Community Development Law.

G. The Mixed Use Redevelopment Project and related Redevelopment Plan provisions, as previously approved, provide for use of funds authorized by Neb. Rev. Stat. Section 18-2147 and include findings and documentation in writing by the governing body of the City that:

1. Such Mixed Use Redevelopment Project in the Redevelopment Plan as amended by this Amendment would not be economically feasible without the use of tax-increment financing,

2. Such Mixed Use Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing, and

3. The costs and benefits of such Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by such redevelopment project.

This Amendment does not add, subtract or modify use of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving this Amendment, the governing body of the City hereby ratifies and affirms the findings and documentation previously provided with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three enumerated items of this subsection G above.

H. The City or CDA from time to time shall be authorized, but not required, to issue, sell, purchase, or undertake all types of warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations secured or payable by or from all permitted receipts, funds or sources, and to exercise or take all rights, authority, powers, discretion and actions, on such terms or conditions as it determines necessary or appropriate, to carry out this Amendment, or the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the Redevelopment Area, including without limitation, issuing, selling, purchasing, or undertaking any warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations, or exercising any rights, authority, powers, or discretion, or taking any action, pursuant to applicable provisions of the Community Development Law, Neb. Rev. Stat. Section 18-2142.02, 19-3301 et seq, 66-4,101, or 77-27,142, Chapter 13, 16, 18, or 19 or any other provisions of Nebraska Statutes, or any other applicable laws, regulations, or guidance.

I. Notwithstanding anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, any past, present, or future cost, expense, or requirement of this Amendment or the Redevelopment Plan as amended by this Amendment, at the election of the City or CDA, may be financed, funded, paid, reimbursed, or carried out by the City or CDA based on any authority and utilizing any taxes, funds, receipts, proceeds, sources, resources, authority, or structures whatsoever now or hereafter of or available to the City or CDA under the Community Development Law or any other applicable laws or regulations.

J. Each right, authority, power, or discretion of City or CDA pursuant to this Amendment, the Redevelopment Plan as amended by this Amendment, or under applicable laws, regulations, or other guidance, unless otherwise expressly provided therein to the contrary, shall be considered full, complete, independent, additional and supplemental to, and shall not be considered amendatory to or limited by, any other right, authority, power, or discretion. All such laws, regulations, or other guidance, and all grants of rights, authority, powers, and discretion to the City or CDA, shall be liberally construed, and the City and CDA each shall have all incidental rights and powers necessary or appropriate to carry into effect this Amendment, the

Redevelopment Plan as amended by this Amendment, laws, regulations, other guidance, rights, authority, powers, or discretion.

K. Recitals at the beginning of this Amendment and all documents, instruments, and exhibits referenced in this Amendment are hereby incorporated into and made part of this Amendment by reference. Except as otherwise expressly provided, any drawings, plans, works, boundaries, improvements, and requirements of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended by this Amendment, are preliminary and conceptual, the final form and content of which shall be subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate, and final approval of the City or CDA as the case may be.

L. This Amendment supersedes and controls over any provisions of the Redevelopment Plan to the extent contrary to or inconsistent with this Amendment, and all provisions of such Redevelopment Plan shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the Redevelopment Plan shall continue in effect.

M. In addition to any express provisions of this Amendment or the Redevelopment Plan as amended by this Amendment, City and CDA in implementing or carrying out this Amendment or the Redevelopment Plan as amended by this Amendment each shall have and in its discretion shall be authorized to exercise all powers and authority granted by applicable Nebraska law, including without limitation, all powers and authority under Chapters 13, 16, 18, 19, 66, and 77 of Nebraska Statutes.

N. Terms and conditions of this Amendment and the Redevelopment Plan as amended by this Amendment or otherwise from time to time shall be construed and interpreted in accordance with Nebraska Statutes, as amended from time to time, and any such terms or conditions shall be deemed amended for any changes in any such statutes to the extent required by legislation enacting the changes. In the event any clause or provision of this Amendment or the Redevelopment Plan, as amended, is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, or by other governmental authority with jurisdiction thereof, the remaining portion of this Amendment or the Redevelopment Plan, as amended, shall not be affected thereby.

O. Headings are for convenience only and shall not be used in construing meaning of provisions of this Amendment.

P. Unless the context otherwise requires or this Amendment otherwise provides (i) terms used in this Amendment shall have the meanings as provided in the Redevelopment Plan, and (ii) references to "Redevelopment Plan" in the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area or Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area shall be deemed modified to mean the Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area, and this Amendment.

Q. By recommending and approving the Redevelopment Plan, the CDA and City Council designated and agreed to the designation of the entire Redevelopment Area pursuant to Neb. Rev. Stat. Section 18-2103(22) as eligible for imposition of occupation taxes under Neb. Rev. Stat. Section 18-2142.02, and agreed to the designation of some or all of the 84th Street Redevelopment Area from time to time as one or more enhanced employment areas and to the imposition of one or more occupation taxes therein as the City Council from time to time determines in its sole discretion, and specifically that the City shall be authorized to periodically specify and adjust the boundaries of any enhanced employment areas within the Redevelopment Area, to include up to the entire Redevelopment Area in one or more enhanced employment areas, and to levy occupation taxes therein from time to time pursuant to section 18-2142.02, determine or adjust the rates of such occupation taxes, and collect, modify, revoke, or relevel such occupation taxes without any notice or consent required to or of CDA, all of which designations, agreements and authorizations the CDA and City Council, by recommending and approving this Amendment, ratify, affirm and approve. Not in limitation of the foregoing provisions of this subsection "Q," all enhanced employment areas or occupation taxes specified in or adopted in accordance with the Amended Subdivision Agreement or Amended Redevelopment Agreement incorporated into this Amendment, in form and content approved by City or CDA, are ratified, affirmed and approved, and approval by the governing body of the City shall constitute and be deemed to be a determination by such governing body that the requirements of Neb. Rev. Stat. Section 18-2116(2) are satisfied based on any written undertakings by any redeveloper in connection with any application or approval.

R. Not in limitation of anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the CDA in recommending this Amendment authorizes the City Council, City Administrator, City Engineer or City Treasurer to authorize, approve, and make expenditures, payments, orders, warrants, requisitions, or disbursements of any funds on behalf of the CDA. Any action taken by the City Council, City Administrator, City Engineer, or City Treasurer on behalf of the City also shall constitute authorization and approval on behalf of the CDA to the extent such authorization or approval is required. Notwithstanding the foregoing, the City and CDA do not anticipate any transfer of funds from the City to the CDA. Rather, the City and CDA, with possible exception of tax increment financing or as otherwise required by the circumstances or authorized by the City Council or City Administrator, intend that the City will retain custody and control of all receipts and funds, and by agreement, specific authorization, approval, or otherwise directly pay any amount, cost, or expense connected with performance described in this Amendment or the Redevelopment Plan as amended by this Amendment.

S. Any agreement at any time entered by the City or CDA reciting in substance that it has been entered into by the City or CDA to provide financing for an approved redevelopment project shall be conclusively deemed to have been entered into for such purpose and such project shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of the Community Development Law. For this purpose and all such agreements, "financing" shall mean any obligation to pay, pay for, or reimburse costs, expenses or improvements.

T. Approval of this Amendment shall be deemed to constitute approval of the Redevelopment Plan as amended by this Amendment, and approval of each redevelopment project and related plan provisions.

U. Displacement of families from the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area is not expected, though if it were to occur, any relocation of families would be carried out in accordance with the requirements of applicable law.

V. All authority and rights granted by this Amendment or the Redevelopment Plan as amended by this Amendment shall include, without limitation, acquiring, obtaining, exercising, conveying, or providing all property, rights and interests, taking or performing all actions, and entering, adopting, or executing all agreements, documents and instruments as the City or CDA or its designee determines necessary or appropriate; and approving, issuing, undertaking, paying for, or otherwise obtaining all improvements, works, funds, or obligations in connection with this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment contracts or projects, or as the governing body of the City, CDA, or its designee from time to time determines necessary or appropriate in connection with eliminating or preventing recurrence of the substandard and blighted 84th Street Redevelopment Area, to carry out this Amendment or the Redevelopment Plan as amended by this Amendment, or for redevelopment of the 84th Street Redevelopment Area.

W. It is anticipated that cooperation and coordination of the CDA and City with each other or other parties might be necessary or appropriate to facilitate implementation of this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project, and such cooperation or coordination as determined by the City Administrator or her designee is authorized to the fullest extent permitted by applicable law. Not in limitation of the foregoing, City and CDA each shall have authority to assign, delegate, assume, undertake, or carry out to, from, or for the other or otherwise assist with any performance or action pursuant to this Amendment or the Redevelopment Plan as amended by this Amendment, or any redevelopment project or contract, or as otherwise necessary or appropriate to carry out any redevelopment project or contract.

EXHIBIT 1

Third Amendment to Redevelopment Agreement

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT

This Third Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section Vy below by and between the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by City of La Vista Ordinance No. 1167 on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Astro Theater, LLC, a Nebraska limited liability company, (“Astro Theater”), Store Master Funding XXI LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Store Master”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre 1 LLC, a Nebraska limited liability company, (“City Centre 1”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”) and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) (LVCC, Music Venue, Astro Theater, Store Master, Rocket Property, Car Wash, City Centre 1, City Centre 1.1, City Centre 2, and E&W together herein “Redeveloper”).

Recitals. The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”) and in 2020 by Amendment No. 2 (the 2016 Redevelopment Plan as amended by Amendment No. 2 referred to herein as “2020 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and TIF in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

Upon Recording Please Return To:

Fitzgerald Schorr PC LLO
Attn: Tom McKeon
10050 Regency Circle
Omaha, NE 68114

B. Lots and lot ownership within parts of the 84th Street Redevelopment Area known as La Vista City Centre are as follows:

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, subsequently was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”).

Lot ownership:

(i) Store Master and Rocket Property, as successors of Car Wash, own land and improvements, respectively, of Lot 1, La Vista City Centre,

(ii) LVCC owns:

Lot 2, La Vista City Centre,

Lot 1, Replat 2,

Lots 6, 8, 9 and 11, Replat Three (E&W owns the building and other improvements on Lot 8, Replat Three),

Lot 1, Replat Four, and

Lots 1 and 2, Replat 5,

(iii) City Centre 1, as successor of LVCC, owns:

Lot 2, Replat 1, and

Lot 10, Replat Three, and

(iv) City Centre 1.1, as successor of City Centre 1, owns Lots 14 and 15, La Vista City Centre, and

(v) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three, and

(vi) Music Venue, as successor of LVCC, owns Lot 3, Replat Four, leased by Astro Theater (lots described in subsections “i” through “vi” together are referred to herein as “City Centre Property”).

(vii) The City of La Vista owns:

Outlot B, La Vista City Centre,

Lot 2, Replat 2,

Lots 7 and 12, Replat Three, and

Lot 2, Replat Four.

C. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First

Amendment to Redevelopment Agreement and in 2021, pursuant to the 2020 Redevelopment Plan, by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) (the 2016 Redevelopment Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Redevelopment Agreement”). Terms, conditions and exhibits of the 2021 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the 2021 Subdivision Agreement), Design Standards and other requirements. The parties desire to amend the 2021 Redevelopment Agreement consistent with changes pursuant to the Third Amendment to Subdivision Agreement described below regarding improvements to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards.

E. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarpy County Register of Deeds Instrument Number 2016-31244) (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three and in 2021, pursuant to the 2020 Redevelopment Plan, by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) (the 2016 Subdivision Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Subdivision Agreement”). Terms, conditions and exhibits of the 2021 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. Contemporaneously with this Amendment the 2021 Subdivision Agreement is being amended to modify such Minimum Uses, and to allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre (“Third Amendment to Subdivision Agreement”). Corresponding amendments also are being made to the 2020 Redevelopment Plan (“Amendment No. 3”). Provisions of the 2020 Redevelopment Plan, as amended by Amendment No. 3, and the 2021 Subdivision Agreement, as amended by the Third Amendment to Subdivision Agreement, are incorporated herein by this reference and the parties shall be bound by them.

F. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2020 Redevelopment Plan, as amended by Amendment No. 3 (as amended, “2024 Redevelopment Plan”), the 2021 Redevelopment Agreement, as amended by this Amendment, or the 2021 Subdivision Agreement, as amended by the Third Amendment to Subdivision Agreement (“2024 Subdivision Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84th Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA

determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the Third Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2021 Redevelopment Agreement and agree as follows:

I. Minimum Uses for purposes of the 2021 Redevelopment Agreement shall be amended as provided in the Third Amendment to Subdivision Agreement.

II. Multiple family dwelling is approved for part of the street level of the building on Lot 14, La Vista City Centre, as described or depicted in Exhibit II, and all terms, conditions and exhibits of the 2021 Redevelopment Agreement that provide for retail, dining, restaurant or uses other than multiple family dwelling, for such part of the street level of the building on Lot 14 shall be deemed amended to provide for multiple family dwelling.

III. Design standards set forth in Exhibit “G” of the 2016 Redevelopment Agreement shall be amended as follows:

Chapter 2: Geographic Area and Criteria; Exceptions; shall be amended to read:

Exceptions:

Conformance to this Design Guideline shall not apply if the project consists of one of the following:

- 1) Structural modification which will not be visible from outside the structure.
- 2) Container bars that have been approved through the Conditional Use Permit process.

IV. All provisions of the 2021 Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2021 Redevelopment Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2021 Redevelopment Agreement, provisions of this Amendment shall govern and control.

V. Other.

a. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan and adjusted by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan, and shall remain the same and unchanged.

b. Map Showing Existing Conditions and Uses. A map and description of

existing conditions and uses of real property in the Mixed Use Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including Lot 14 and areas of La Vista City Centre involved in this Amendment, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

c. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

d. Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Mixed Use Redevelopment Project Area after redevelopment, including without limitation parts of the Mixed Use Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2024 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.

e. Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment Agreement incorporated into the 2020 Redevelopment Plan. Except as may be provided in the 2024 Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2021 Redevelopment Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

f. Site Plan of Mixed Use Redevelopment Project Area. The preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Redevelopment

Agreement incorporated into the 2020 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

g. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the 2020 Redevelopment Plan. Additional public facilities or utilities are not contemplated at this time to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment. The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

h. Building requirements. Except for Design Standards, as modified by this Amendment, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2021 Redevelopment Agreement, as modified by this Amendment, or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

i. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.

j. Consents and Certifications. Redeveloper ratifies and affirms the following to the CDA:

i. Consent to designation of all or part of the Mixed Use Redevelopment Project Area as an enhanced employment area, and

ii. Certification that

- a. It has not filed and does not intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act for a project located or to be located within the redevelopment project area;
- b. No such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue; and
- c. No such application has been approved under the Nebraska Advantage Act or the ImagiNE Nebraska Act.

k. Document Retention. Each Redeveloper shall retain copies of all supporting documents in its possession or control that are associated with the 2024 Redevelopment Plan or Mixed Use Redevelopment Project, as amended, and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

l. All ad valorem taxes levied upon real property in the Mixed Use Redevelopment Project Area, as amended from time to time, shall be paid before the taxes become delinquent in order for the Mixed Use Redevelopment Project to receive funds from the division of taxes, except the City Administrator or her designee in his or her sole discretion may waive the requirement upon finding that a delinquency was for good and sufficient cause beyond the control of Redeveloper.

m. This Amendment describes one or more Redevelopment Projects and shall constitute a redevelopment contract for redevelopment within the Mixed Use Redevelopment Project Area, as amended from time to time, in conformity with the 2024 Redevelopment Plan.

n. A redevelopment project that includes the division of taxes as provided in Neb. Rev. Stat. Section [18-2147](#) shall not provide for the reimbursement of costs incurred prior to approval of the redevelopment project, except for costs relating to:

- (1) The preparation of materials and applications related to the redevelopment project;
- (2) The preparation of a cost-benefit analysis conducted pursuant to section [18-2113](#);
- (3) The preparation of a redevelopment contract;
- (4) The preparation of bond and other financing instruments;
- (5) Land acquisition and related due diligence activities, including, but not limited to, surveys and environmental studies; and
- (6) Site demolition and preparation.

o. This Amendment shall be subject to and carried out in accordance with the 2024 Redevelopment Plan.

p. Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Redevelopment Agreement.

q. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

r. Notwithstanding anything in this Amendment to the contrary:

- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan; and
- (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2021 Redevelopment Agreement, as amended by this Amendment, the 2024 Subdivision Agreement, or the 2024 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2024 Redevelopment Plan, as amended from time to time.

s. This Amendment has been authorized, issued, and entered into by the CDA to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.

t. This Amendment and the agreements and understandings herein constitute

covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.

u. The 2024 Redevelopment Plan and 2024 Subdivision Agreement, including without limitation all exhibits of such 2024 Redevelopment Plan or 2024 Subdivision Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

v. Headings are for convenience only and shall not be used in construing meaning.

w. This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.

x. This Amendment shall be subject to consent of all tenants and holders of security or other interests with respect to any party's interest in any City Centre Property, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.

y. Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

[Signature Pages to Follow.]

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, MMC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this ____ day of _____, _____, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the La Vista Community Development Agency, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the Agency to be their voluntary act and deed and the voluntary act and deed of said Agency.

[Seal]

Notary Public

LA VISTA CITY CENTRE, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, _____ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

LA VISTA MUSIC VENUE, LLC,
a Nebraska limited liability company

By: _____

By: _____

Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by _____, _____ of La Vista Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

ASTRO THEATER, LLC,
a Nebraska corporation

By:_____

Name: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by _____, _____ of Astro Threater, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,
a Delaware limited liability company

By: _____

Print Name: : _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, _____ by _____, _____ of Store Master Funding XXI LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

ROCKET PROPERTY COMPANY LLC
a Delaware limited liability company

By: _____

Print Name: : _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by _____, _____ of Rocket Property Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

LA VISTA CAR WASH LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, _____ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE 1, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, _____ by Christopher L. Erickson, Manager of City Centre 1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE 1.1, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE 2, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

E&W HOLDINGS, LLC,
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska
limited liability company, Sole Member

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of La Vista City Centre, LLC.

[Seal]

Notary Public

TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien ("Tenant/Security Interest") on property within the Mixed Use Redevelopment Project Area, as modified pursuant to the Third Amendment to Redevelopment Agreement above, ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Third Amendment to Redevelopment Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Third Amendment to Redevelopment Agreement.

Dated this _____ day of _____, _____.

_____, a _____

By _____
Its _____

STATE OF _____)
)ss.
COUNTY OF _____)

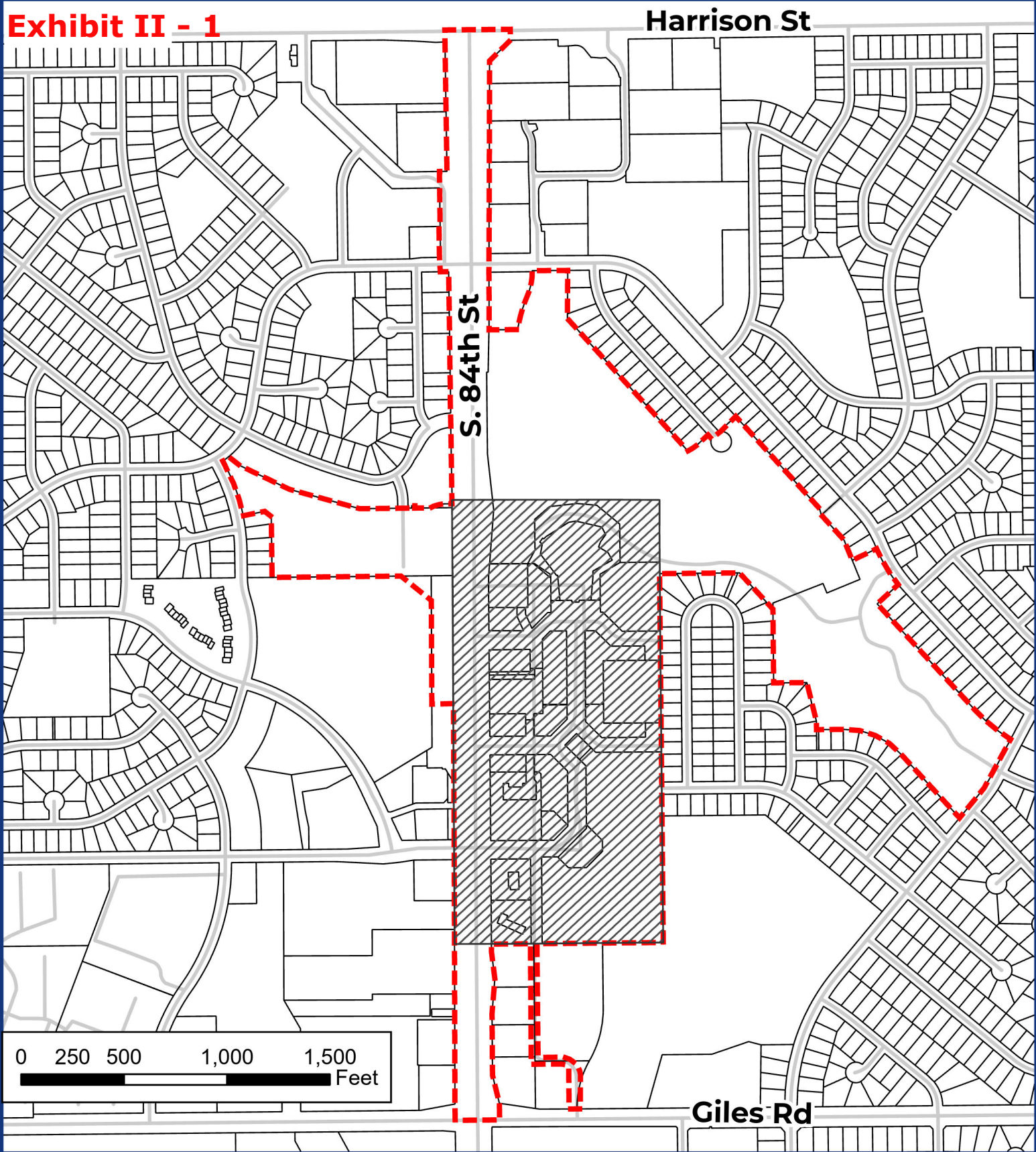
The foregoing Tenant/Secured Party Consent was acknowledged before me this ____ day of _____, ____ by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public

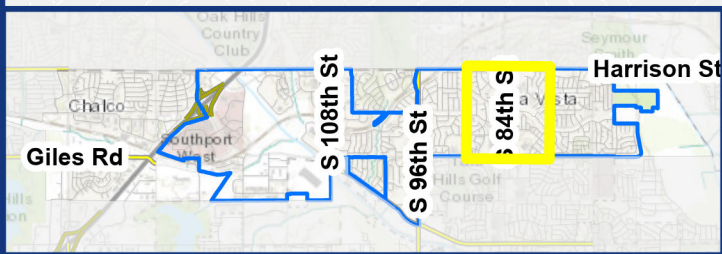
SEE ATTACHED PAGES

Exhibit II

Exhibit II - 1



84th Street Redevelopment Plan Amendment #3



Legend

- Redevelopment Area - 84th St Redevelopment Plan
- Redevelopment Area - Redevelopment Plan Amendment #3



LOT 14 La Vista City Centre

Exhibit II - 3

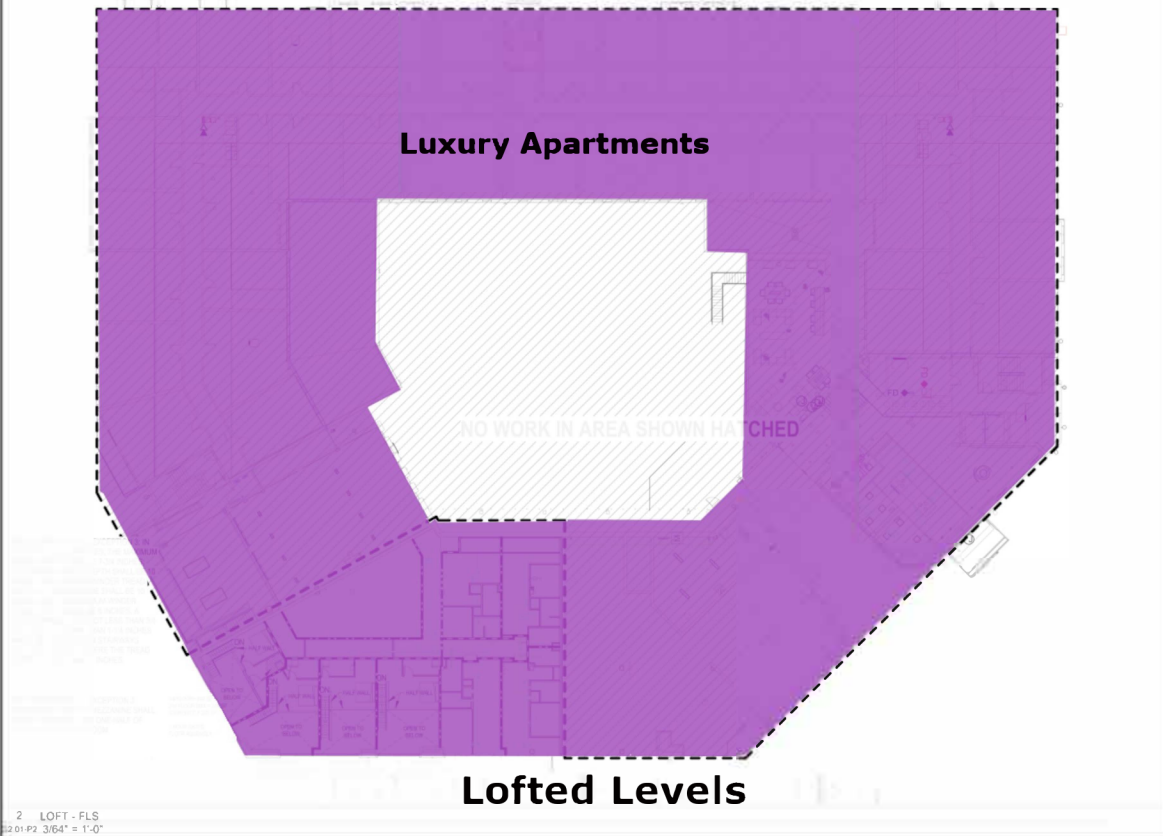


EXHIBIT 2

Third Amendment to Subdivision Agreement

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

THIRD AMENDMENT TO SUBDIVISION AGREEMENT

This Third Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and between the City of La Vista, a Nebraska municipal corporation (“City”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Astro Theater, LLC, a Nebraska limited liability company, (“Astro Theater”), Store Master Funding XXI LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Store Master”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre 1 LLC, a Nebraska limited liability company, (“City Centre 1”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”) and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) (LVCC, Music Venue, Astro Theater, Store Master, Rocket Property, Car Wash, City Centre 1, City Centre 1.1, City Centre 2, and E&W together herein “Subdivider”).

Recitals The parties find, determine, and agree as follows:

A. The Mayor and City Council in 2012 declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”) and in 2020 by Amendment No. 2 (the 2016 Redevelopment Plan as amended by Amendment No. 2 referred to herein as “2020 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and TIF in response to a Redevelopment Application (as supplemented) submitted by LVCC with the La Vista Community Development Agency, and a Public Improvement Redevelopment Project.

B. Lots and lot ownership within parts of the 84th Street Redevelopment Area known as La Vista City Centre are as follows:

Upon Recording Please Return To:
Fitzgerald, Schorr PC LLO
Attn: Tom McKeon
10050 Regency Circle
Omaha, NE 68114

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, subsequently was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”).

Lot ownership:

- (i) Store Master and Rocket Property, as successors of Car Wash, own land and improvements, respectively, of Lot 1, La Vista City Centre,
- (ii) LVCC owns:
 - Lot 2, La Vista City Centre,
 - Lot 1, Replat 2,
 - Lots 6, 8, 9 and 11, Replat Three (E&W owns the building and other improvements on Lot 8, Replat Three),
 - Lot 1, Replat Four, and
 - Lots 1 and 2, Replat 5,
- (iii) City Centre 1, as successor of LVCC, owns:
 - Lot 2, Replat 1, and
 - Lot 10, Replat Three, and
- (iv) City Centre 1.1, as successor of City Centre 1, owns Lots 14 and 15, La Vista City Centre, and
- (v) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three, and
- (vi) Music Venue, as successor of LVCC, owns Lot 3, Replat Four, leased by Astro Theater (lots described in subsections “i” through “vi” together are referred to herein as “City Centre Property”).
- (vi) The City of La Vista owns:
 - Outlot B, La Vista City Centre,
 - Lot 2, Replat 2,
 - Lots 7 and 12, Replat Three, and
 - Lot 2, Replat Four.

C. LVCC and City in 2016 pursuant to the 2016 Redevelopment Plan entered a Subdivision Agreement (Sarp County Register of Deeds Instrument Number 2016-31244 (“2016 Subdivision Agreement”) with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, as amended in 2019 by a First Amendment to Subdivision Agreement in connection with La Vista City Centre Replat Three, and in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan (the 2016 Subdivision

Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Subdivision Agreement”). Terms, conditions and exhibits of the 2021 Subdivision Agreement, among other things, describe and otherwise provide for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. The parties desire to amend the 2021 Subdivision Agreement to modify such Minimum Uses, and to allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre.

D. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sary County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, and in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First and Second Amendments together are referred to herein as “2021 Redevelopment Agreement”). Terms, conditions and exhibits of the 2021 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the 2021 Subdivision Agreement) and Design Standards. Contemporaneously with this Amendment the 2021 Redevelopment Agreement is being amended consistent with changes pursuant to this Amendment regarding improvements to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards. (“Third Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2020 Redevelopment Plan (“Amendment No. 3”). Provisions of the 2020 Redevelopment Plan, as amended by Amendment No. 3, and the 2021 Redevelopment Agreement, as amended by the Third Amendment to Redevelopment Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. City, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2020 Redevelopment Plan, as amended by Amendment No. 3, (“2024 Redevelopment Plan”), the 2021 Subdivision Agreement, as amended by this Amendment, or the 2021 Redevelopment Agreement, as amended by the Third Amendment to Redevelopment Agreement, (“2024 Redevelopment Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84th Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the Third Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, City, CDA and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2021 Subdivision Agreement and agree as follows:

I. Minimum Uses pursuant to Subsection 2.b. of the 2016 Subdivision Agreement, as modified by Section 2.ii. of the Second Amendment to Subdivision Agreement, shall be amended as follows: Phase I Subdivider Improvements shall include a minimum of 63,500 square feet of retail space occupied by businesses primarily engaged in the business of selling goods or services subject to City of La Vista local option sales taxes sourced in the Mixed Use Redevelopment Project Area (“Retail Space”), a minimum of 32,300 square feet of Class A office space, and 392 units of multifamily housing. Phase I Subdivider Improvements and all subsequent phases combined shall have a minimum of 180,000 square feet of Retail Space. For purposes of this paragraph, (a) square footage of any grocery store or other store that is used to sell groceries or other products or services exempt from sales tax, and square footage of the Event Venue, shall be excluded for determining whether or not minimum requirements for Retail Space under this paragraph are satisfied, and (b) Class A office space will be constructed on Lot 1, Replat Four, and multifamily housing will not be constructed on Lot 1, Replat Four without prior approval of the City.

II. Multiple family dwelling is approved for part of the street level of the existing building on Lot 14, La Vista City Centre, as described or depicted in Exhibit II, and all terms, conditions and exhibits of the 2021 Subdivision Agreement that provide for retail, dining, restaurant or uses other than multiple family dwelling for such part of the street level of the building on Lot 14 shall be deemed amended to provide for multiple family dwelling.

III. All provisions of the 2021 Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2021 Subdivision Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2021 Subdivision Agreement, provisions of this Amendment shall govern and control.

IV. Other.

- a) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan.
- b) Map Showing Existing Conditions and Uses. A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including Lot 14 and areas of La Vista City Centre involved in this Amendment, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

- c) Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Public Improvement Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Public Improvement Redevelopment Project Area involved in this Amendment is provided in Exhibit II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.
- d) Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Public Improvement Redevelopment Project Area after redevelopment, including without limitation parts of the Public Improvement Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2024 Redevelopment Plan or this Amendment, will be defined and enforced by, and in accordance with the Zoning and Subdivision Regulations of the City of La Vista, as periodically amended, which are incorporated herein by this reference.
- e) Statement of Proposed Changes in Zoning, Streets, or Building Codes. The proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes are preliminarily projected in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan. Except as may be provided in the 2024 Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, additional changes are not otherwise being proposed at this time. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out the 2021 Subdivision Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.
- f) Site Plan of Public Improvement Redevelopment Project Area. The preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the 2016 Redevelopment Plan, as modified by the Second Amendment to Subdivision Agreement incorporated into the 2020 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

- g) Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Public Improvement Redevelopment Project Area after redevelopment are preliminarily projected in the 2020 Redevelopment Plan. Additional public facilities or utilities are not contemplated at this time to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment. The final public facilities or utilities will be subject any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.
- h) Building Requirements. Except for Design Standards in the 2024 Redevelopment Agreement, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2024 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.
- i) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement or the 2024 Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.
- j) This Amendment shall be subject to and carried out in accordance with the 2024 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Subdivision Agreement.
- l) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.
- m) Notwithstanding anything in this Amendment to the contrary:
- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan; and
 - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes,

including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2024 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84th Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan, as amended from time to time, on such terms and conditions as the City or CDA determines satisfactory in accordance with applicable laws. Any such bond is authorized by the City or CDA to facilitate, aid in financing, finance, reimburse, or fund the redevelopment projects, improvements, works, costs, or expenses under this Amendment or the 2024 Redevelopment Plan, as amended from time to time.

- n) This Amendment has been authorized, issued, and entered into by the City to provide or aid in financing for an approved redevelopment project. For purposes of the preceding sentence, "financing" includes without limitation funding.
- o) This Amendment and the agreements and understandings herein constitute covenants running with the land, shall survive all closings, and shall be binding upon the parties and their respective successors, heirs and assigns, lenders, mortgagees, tenants, transferees or any other persons or entities gaining or claiming any interest or lien within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as either Area may be modified from time to time. Immediately after this Amendment is executed, LVCC shall file it with the Sarpy County Register of Deeds with respect to all real property or interests therein then or thereafter directly or indirectly owned, held, or controlled by any Redeveloper parties, or by any affiliated person or entity of any such Redeveloper parties, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- p) The 2024 Redevelopment Plan and 2024 Redevelopment Agreement, including without limitation all exhibits of such 2024 Redevelopment Plan or 2024 Redevelopment Agreement, all documents, instruments and Exhibits referenced in this Amendment, and

the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

- q) Headings are for convenience only and shall not be used in construing meaning.
- r) This Amendment may be executed in any number of counterparts, each and all of which shall be an original and together shall constitute one and the same instrument.
- s) This Amendment shall be subject to consent of all tenants and holders of security or other interests with respect to any party's interest in any City Centre Property, substantially in form and content of the Tenant/Secured Party Consent below, unless otherwise determined by the City Administrator of the City of La Vista or her designee.
- t) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").

[Signature Pages to Follow.]

CITY OF LA VISTA:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, MMC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

On this ____ day of _____, _____, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista and authorized to act on behalf of the City of La Vista, and the identical persons whose names are affixed to the foregoing Amendment, and acknowledged the execution thereof on behalf of the City to be their voluntary act and deed and the voluntary act and deed of said City.

[Seal]

Notary Public

LA VISTA CITY CENTRE, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, _____, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

LA VISTA MUSIC VENUE, LLC,
a Nebraska limited liability company

By: _____

By: _____

Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by _____, _____ of La Vista Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

ASTRO THEATER, LLC,
a Nebraska corporation

By:_____

Name: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, _____ by _____, _____ of Astro Threater, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,
a Delaware limited liability company

By: _____

Print Name: : _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, _____ by _____, _____ of Store Master Funding XXI LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

ROCKET PROPERTY COMPANY LLC
a Delaware limited liability company

By: _____

Print Name: : _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by _____, _____ of Rocket Property Company LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

LA VISTA CAR WASH LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, _____ by Christopher L. Erickson, Manager of La Vista Car Wash LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE 1, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by Christopher L. Erickson, Manager of City Centre 1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE 1.1, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by Christopher L. Erickson, Manager of City Centre 1.1, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

CITY CENTRE 2, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____ day of _____, ____ by Christopher L. Erickson, Manager of City Centre 2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

E&W HOLDINGS, LLC,
a Nebraska limited liability company

La Vista City Centre, LLC, a Nebraska
limited liability company, Sole Member

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, ____ by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of La Vista City Centre, LLC.

[Seal]

Notary Public

TENANT/SECURED PARTY CONSENT

The undersigned, as the holder of a tenant interest or lien ("Tenant/Security Interest") on property within the Public Improvement Redevelopment Project Area ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Third Amendment to Subdivision Agreement above and execution thereof by the parties, and further consents and agrees that the Tenant/Security Interest and Leased/Secured Property shall be subject to such Third Amendment to Subdivision Agreement.

Dated this _____ day of _____, _____.

_____, a _____

By _____
Its _____

STATE OF _____)

)ss.

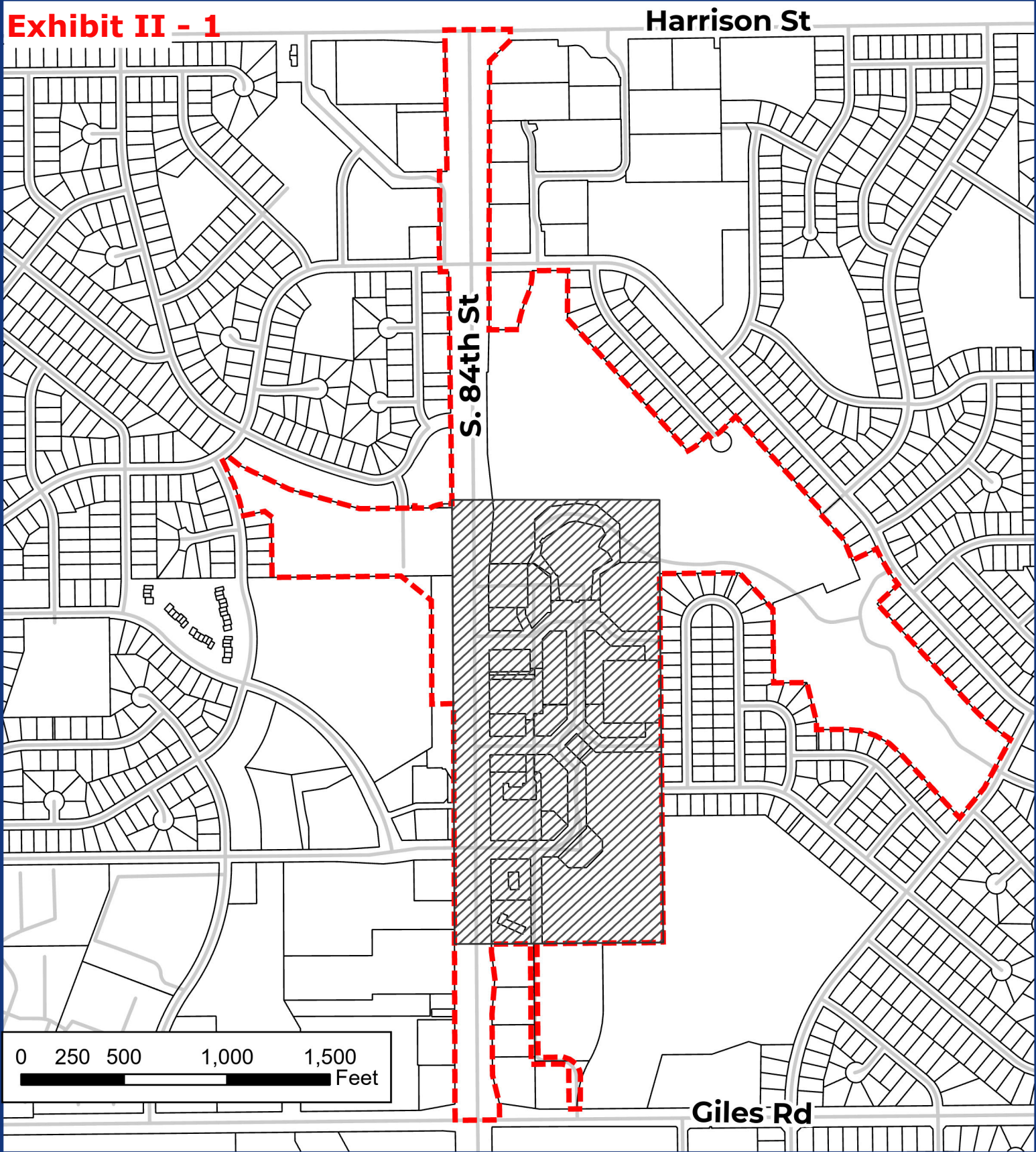
COUNTY OF _____)

The foregoing Tenant/Secured Party Consent was acknowledged before me this ____ day of _____, ____ by _____, _____ of _____, a _____, on behalf of said _____.

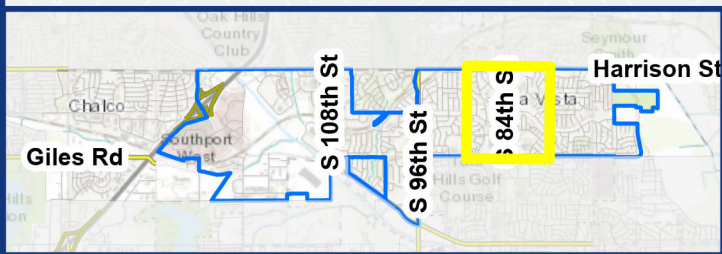
Notary Public

SEE ATTACHED PAGES

Exhibit II



84th Street Redevelopment Plan Amendment #3



Legend

- Redevelopment Area - 84th St Redevelopment Plan
- Redevelopment Area - Redevelopment Plan Amendment #3



LOT 14 La Vista City Centre

Exhibit II - 3

