

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 19, 2024 AGENDA

Subject:	Type:	Submitted By:
84 TH ST. REDEVELOPMENT AREA THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT MIXED USE REDEVELOPMENT PROJECT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution and Third Amendment to Subdivision Agreement are presented to amend the Subdivision Agreement - La Vista City Centre.

FISCAL IMPACT

Funds are budgeted for public improvements and expenditures in the 84th Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Amendment No. 3.

RECOMMENDATION

Approval, subject to adoption of Redevelopment Plan Amendment No. 3 earlier on the agenda.

BACKGROUND

A resolution and Third Amendment to the Redevelopment Agreement are presented to amend the Redevelopment Agreement for the 84th Street Redevelopment Area.

The City Council in 2012 declared the 84th Street Redevelopment Area a substandard and blighted area in need of redevelopment and created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area, the Agency recommended, and City Council subsequently adopted, the Redevelopment Plan — 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 report 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. In furtherance of the Redevelopment Plan and Mixed Use Redevelopment Project, the Agency in 2016 approved and authorized the Mayor to accept a redevelopment contract proposal by executing a Redevelopment Agreement for the 84th Street Redevelopment Area (“2016 Redevelopment Agreement”), which subsequently was amended by a First Amendment and Second Amendment in 2017 and 2021 (the 2016 Redevelopment Agreement as modified by the First Amendment and Second Amendment are referred to as “Redevelopment Agreement”). The Redevelopment Agreement, among other things, includes provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area (in part by reference to Minimum Uses under the Subdivision Agreement - La Vista City Centre, as

amended), Design Standards and other requirements. A Third Amendment to the Redevelopment Agreement is proposed, consistent with changes pursuant to contemporaneous Amendment No. 3 to the Redevelopment Plan and Third Amendment to Subdivision Agreement to be constructed within the Mixed Use Redevelopment Project Area, and to modify Design Standards. The Third Amendment only affects real estate owned by the Redeveloper.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, The City Council in 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1 in 2016 and Amendment No. 2 in 2020, for, among other things, two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project (such Redevelopment Plan for the 84th Street Redevelopment Area as amended by Amendment No. 1 and Amendment No. 2 referred to herein as "Redevelopment Plan"); and

WHEREAS, The City Council at this meeting approved Amendment No. 3 to the Redevelopment Plan to modify certain minimum requirements with respect to private improvements to be constructed within the Mixed Use Redevelopment Project Area and allow multiple family dwelling instead of retail uses for a portion of the street level of the building on Lot 14, La Vista City Centre, and to modify certain Design Standards (such Redevelopment Plan as amended by Amendment No. 3 referred to herein as "Redevelopment Plan, as amended"); and

WHEREAS, A Third Amendment to Redevelopment Agreement for the 84th Street Redevelopment Area ("Third Amendment to Redevelopment Agreement") is presented for approval of the La Vista Community Development Agency in accordance with Amendment No. 3 to the Redevelopment Plan. The Agency desires to approve the Third Amendment to Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council acting as the La Vista Community Development Agency that the Third Amendment to Redevelopment Agreement presented at this meeting is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law, and is hereby approved. The Mayor on behalf of the Agency shall be authorized to execute the Third Amendment to Redevelopment Agreement, subject to such additions, subtractions, or modifications as the Mayor, City Administrator or City Engineer may determine necessary or appropriate, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator, or Mayor's or City Administrator's designee determines necessary or appropriate to carry out the provisions of such Third Amendment to Redevelopment Agreement or contemporaneous Third Amendment to Subdivision Agreement.

BE IT FURTHER RESOLVED, that terms used in this Resolution have the meaning ascribed to them in the Redevelopment Agreement. Additionally, recitals above are incorporated by reference, and the Mayor, City Administrator or City Engineer, in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the Agency as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Third Amendment to Redevelopment Agreement and the Redevelopment Agreement for the 84th Street Redevelopment Area as amended.

PASSED AND APPROVED THIS 15TH DAY OF MARCH 2024.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, MMC
City Clerk

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Agreement Amend No 3 03.19.2024 Item F-2.Docx

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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: _____

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 _____

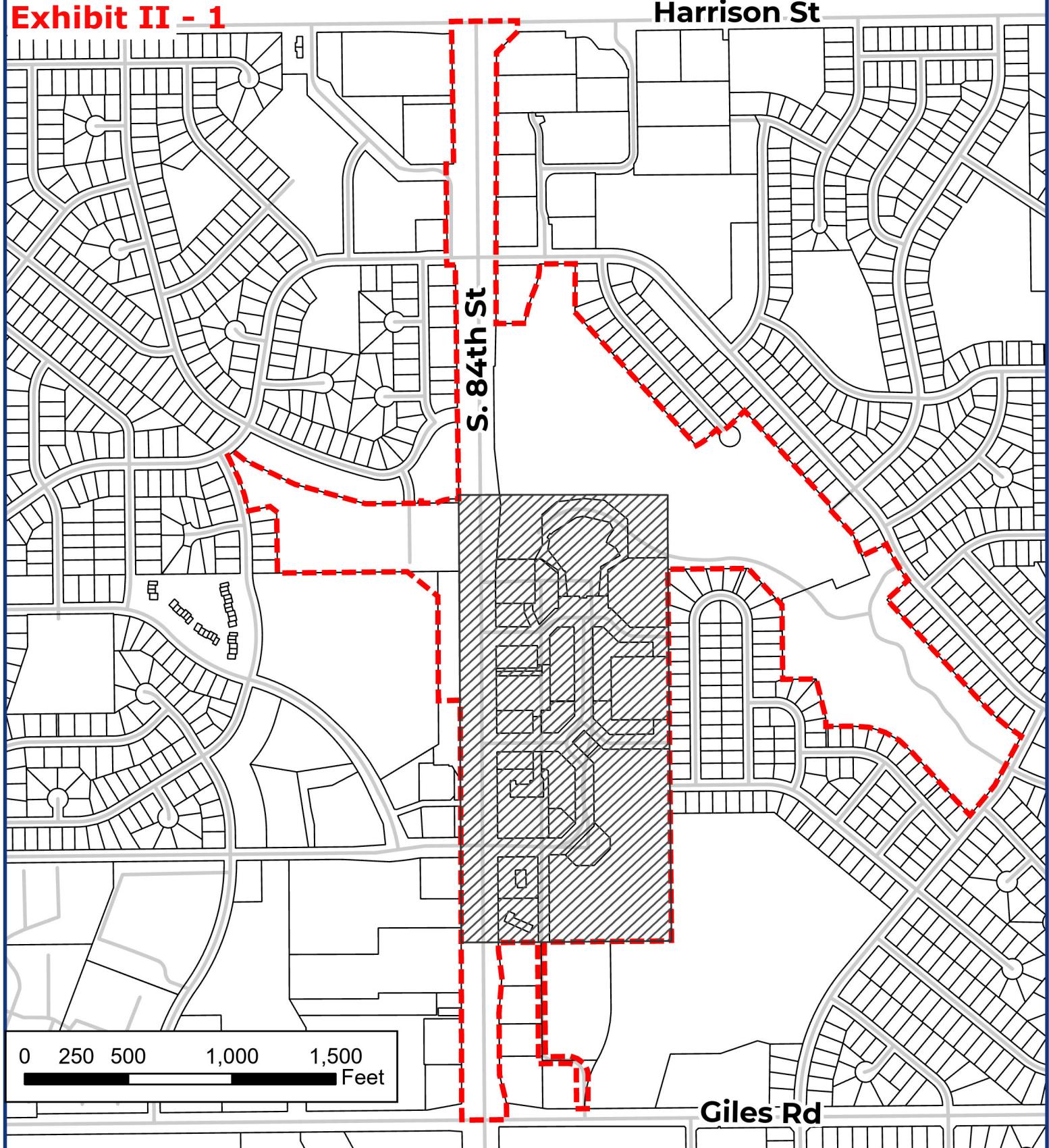
The foregoing Tenant/Secured Party Consent was acknowledged before me this _____ day
of _____, _____ by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public

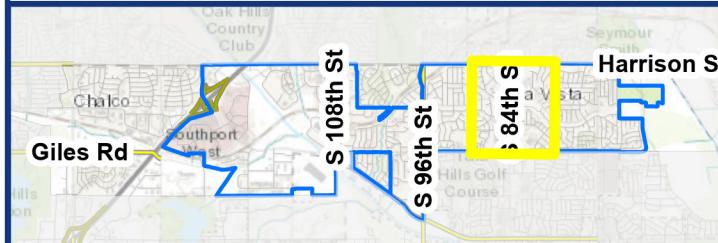
SEE ATTACHED PAGES

Exhibit II

Exhibit II - 1



84th Street Redevelopment Plan Amendment #3

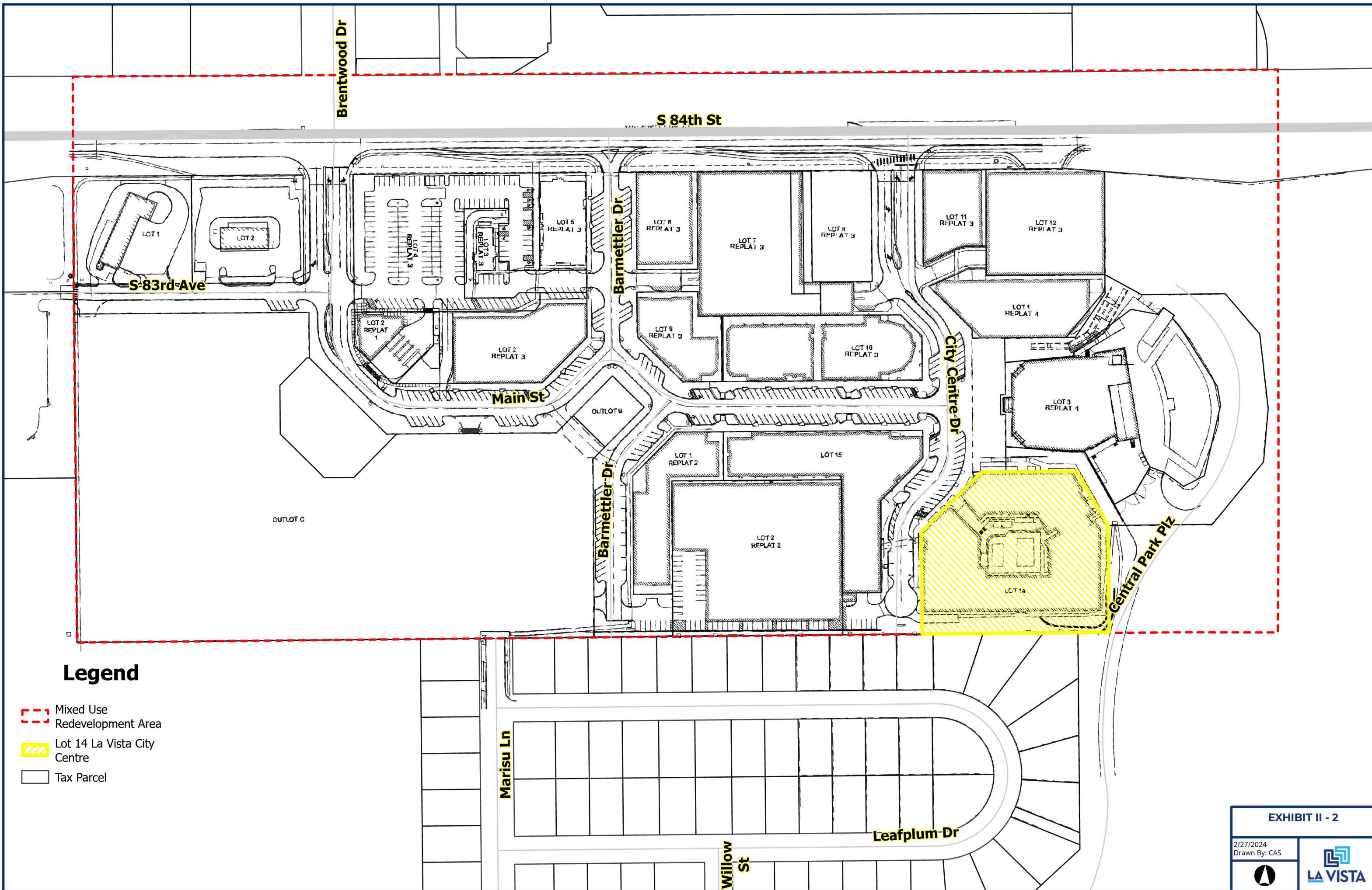


Legend

 Redevelopment Area - 84th St
Redevelopment Plan

 Redevelopment Area -
Redevelopment Plan Amendment #3

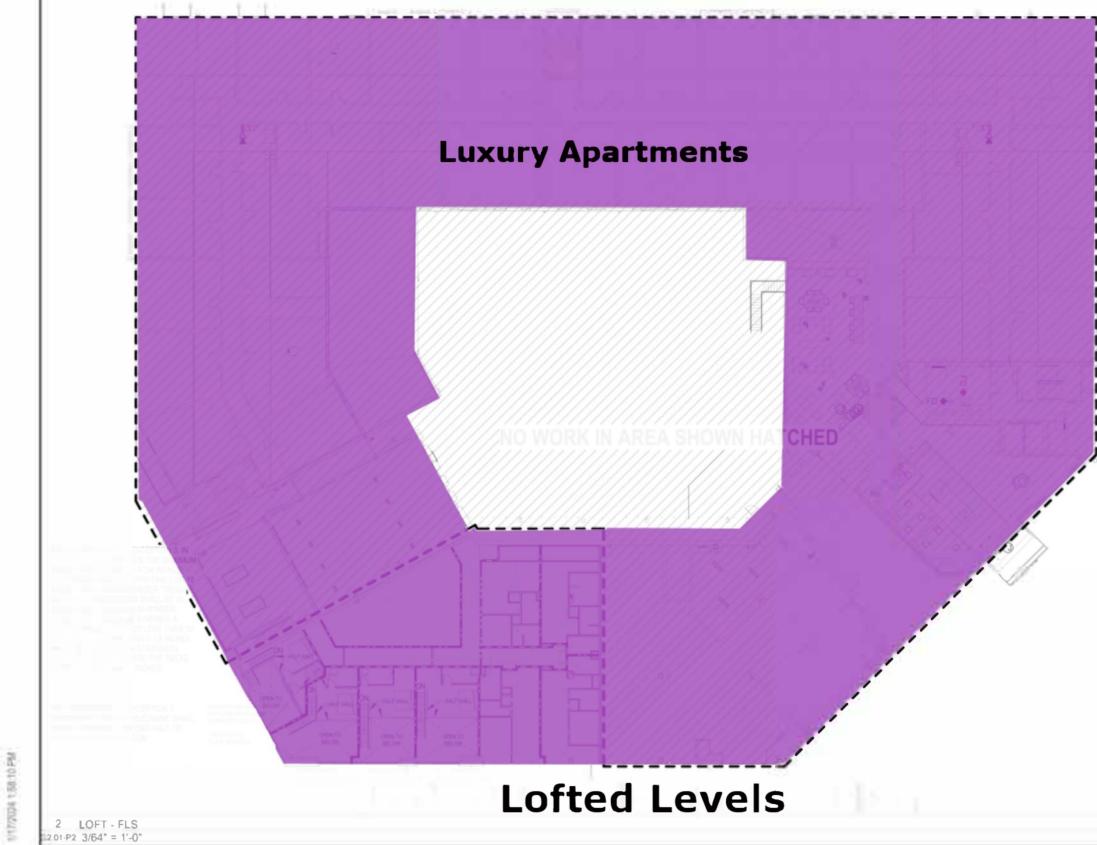




LOT 14 La Vista City Centre



Exhibit II - 3



11/17/2014 1:50:10 PM
2201-P2 3/64" = 1'-0"