



CITY OF LA VISTA
8116 PARK VIEW BOULEVARD
LA VISTA, NE 68128
P: (402) 331-4343

**PLANNING COMMISSION AGENDA
FEBRUARY 20, 2020 – 6:30 P.M.**

1. *Call to Order*
2. *Approval of Meeting Minutes – February 6, 2020*
3. *Old Business*
4. *New Business*
 - A. **Proposed Amendment No. 2 to the Redevelopment Plan for the 84th Street Redevelopment Area**
 - i. Staff Report – Chris Solberg
 - ii. Public Hearing
 - iii. Recommendation (affirmative recommendation would be subject to Comprehensive Development Plan Amendment to incorporate Redevelopment Plan Amendment No. 2)
 - B. **Proposed Comprehensive Development Plan Amendment to Incorporate Proposed Amendment No. 2, as described in Agenda item 4A above, into the Comprehensive Development Plan**
 - i. Staff Report – Chris Solberg
 - ii. Public Hearing
 - iii. Recommendation
 - C. **Final Plat – La Vista City Centre Replat 4 – La Vista City Centre, LLC**
 - i. Staff Report – Chris Solberg
 - ii. Applicant Presentation
 - iii. Recommendation
 - D. **Zoning Map Amendment – Part of Proposed Lot 3 La Vista City Centre Replat 4 – La Vista City Centre, LLC**
 - i. Staff Report – Chris Solberg
 - ii. Applicant Presentation
 - iii. Public Hearing
 - iv. Recommendation
 - E. **Conditional Use Permit – Proposed Lot 3 La Vista City Centre Replat 4 – La Vista City Centre, LLC**
 - i. Staff Report – Chris Solberg
 - ii. Applicant Presentation
 - iii. Public Hearing
 - iv. Recommendation

- 5. *Comments from the Floor***
- 6. *Comments from the Planning Commission***
- 7. *Comments from Staff***
- 8. *Adjournment***

The public is welcome and encouraged to attend all meetings. If special accommodations are required please contact City Hall prior to the meeting at (402) 331-4343. A copy of the Open Meeting Act is posted in the Council Chamber. Citizens may address the Planning Commission about items not on the agenda under “comments from the floor”. Comments should be limited to five minutes. We ask for your cooperation in order to provide for an organized meeting.



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P: (402) 331-4343

PLANNING COMMISSION MINUTES
FEBRUARY 6, 2020 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, February 6, 2020 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Kevin Wetuski called the meeting to order at 6:30 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, Kevin Wetuski, Kathleen Alexander, John Gahan, Harold Sargus, Josh Frey, Patrick Coghlan and Mike Circo. Members absent were: Jason Dale. Also, in attendance were Chris Solberg, Deputy Community Development Director; Cale Brodersen, Assistant Planner;; Meghan Engberg, Permit Technician; and Pat Dowse, City Engineer.

Legal notice of the public meeting and hearing were posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. Call to Order

The meeting was called to order by Chairman Wetuski 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – January 16, 2020

Krzywicki moved, seconded by Malmquist, to approve the January 16th minutes. **Ayes: Krzywicki, Gahan, Wetuski, Frey, Coghlan, Sargus, Circo, Alexander and Malmquist. Nays: None. Abstain: None. Absent: Dale. Motion Carried, (9-0)**

3. Old Business

None.

4. New Business

A. Conditional Use Permit Amendment – 8101 S 120th Street – SAC Wireless/AT&T

- i. **Staff Report – Cale Brodersen:** Brodersen stated that SAC Wireless on behalf of AT&T has applied for an amendment to an existing conditional use permit. He said that this is for an existing tower located approximately at the intersection of S 123rd Plaza and Eastport Parkway, which is adjacent to the Comfort Inn and Suites in Southport East. Brodersen said that they are looking at making equipment upgrades to the tower, which includes swapping out three antennas, adding three radios, and swapping out the power plant. He said that they are fairly standard equipment upgrades, but with the way the Zoning Ordinance reads, if the changes are not identical, then it does

require an amendment to the conditional use permit. He mentioned that the applicant was unable to make it to the hearing, but that he would be happy to answer any questions the commission may have. Staff recommends approval of the Conditional Use Permit as the CUP amendment request is consistent with the Comprehensive Plan and the Zoning Ordinance.

ii. Applicant Presentation

Applicant was not present.

iii. Public Hearing; Wetuski opened the Public Hearing.

Krzywicki brought up the FAA height requirements and asked if this predated Embassy Suites.

Brodersen said that it did.

Krzywicki then asked if this elevation was lower or higher than Embassy Suites because he remembered them having a problem where they had to lower their plan because the FAA wouldn't allow them to go higher.

Brodersen said that he wasn't sure if it was lower or higher, but that the changes that are being made aren't increasing the height, so a revised FAA approval letter is not required.

Krzywicki confirmed that they shouldn't run into a problem where the previous approval had to be reapproved.

Brodersen said they would only need a reapproval if they were extending the height.

Wetuski closed the Public Hearing.

- iv. Recommendation: Malmquist moved, seconded by Sargus, to recommend to City Council approval of the Conditional Use Permit amendment as the CUP amendment is consistent with the Comprehensive Plan and the Zoning Ordinance. Ayes: *Krzywicki, Gahan, Wetuski, Frey, Coghlan, Sargus, Circo, Alexander and Malmquist.* Nays: None. Abstain: None. Absent: Dale. Motion Carried, (9-0)**

B. Preliminary Plat – Tax Lot 1A1A1A & Tax Lot 2B2, S of RR 17-14-12

- i. Staff Report – Cale Brodersen:** Brodersen stated that the applicant, J & H Investments, LLC, is requesting a Preliminary Plat to create a four lot industrial subdivision, located northwest of the intersection of S 110th Street and Harry Anderson Avenue. He mentioned that the applicant is present and will be showing

the commission the site plan as well as answering any questions they may have. Staff recommends approval of the Preliminary Plat for Tax Lot 1A1A1A & Tax Lot 2B2, S of RR 17-14-12 being replatted as Hidden Valley Industrial Lots 1 through 4 and Outlots A and B, Sarpy County, Nebraska.

- ii. **Applicant Presentation:** Doug Kellner spoke on behalf of the applicant. He said that this an industrial park that is being developed by the same developer that did the Heimes Industrial Park. He said that there are some unique issues with this plat, including the railroad and channel surrounding the property, which cause the need for the cul de sac length waiver. He said that there will be a bridge to get to the site.

Frey said that it looked like there was going to be a lot of trees taken out for the bridge and the road going into the lot and asked if there has been any discussion on a tree mitigation plan going through there.

Kellner said no.

Frey asked if the city has any policies on tree mitigation.

Solberg said that they do not have any items on tree mitigation, but that it might be dealt with at the time of the development depending on the proposed use that goes in there. He said that if the use for these lots require a conditional use permit, that would be an ideal time to discuss tree mitigation and planting requirements. Solberg said that they also require, at the time of development, according to section 7.17, one tree per 40 lineal feet along paved roads.

Kellner said that he wanted to add that most jurisdictions that do require tree mitigation typically have an allowance for a certain percentage.

Krzywicki brought up the storm water retention pond that is planned there and asked if that is going to be sufficient to handle any runoff and creek flooding.

Dowse said that they are required to follow the city's Post Construction Stormwater Management Plan. They have also conducted a creek study that was done by FHU and that their intent is to work in some of those aspects as well. Dowse said that as far as it looks on paper, they are following standards.

- iii. **Recommendation:** Circo moved, seconded by Malmquist to approve the Preliminary Plat for Tax Lot 1A1A1A & 2B2, S of RR 17-14-12 being replatted as Hidden Valley Industrial Lots 1 through 4 and Outlots A and B, Sarpy County,

Nebrasks. Ayes: Krzywicki, Gahan, Wetuski, Frey, Coghlan, Sargus, Circo, Alexander and Malmquist. Nays: None. Abstain: None. Absent: Dale. Motion Carried, (9-0)

5. Report of the Nominating Committee

Gahan said that the nominating committee discussed the fact that there was an officer change in October, resulting in the current officers not having completed an entire year of office. They suggested and asked the current officers if they would be willing to serve as the officers for another year and all three indicated that they would. This includes Kevin Wetuski as Planning Commission Chair, Harold Sargus as Vice-Chair, and Kathleen Alexander as Secretary.

6. 2020 Election of Officers

Recommendation: Krzywicki moved, seconded by Gahan to recommend that the current officers agree to hold their current positions for another year. Ayes: Krzywicki, Gahan, Wetuski, Frey, Coghlan, Sargus, Circo, Alexander and Malmquist. Nays: None. Abstain: None. Absent: Dale. Motion Carried, (9-0)

7. Comments from the Floor

No members of the public were present.

8. Comments from the Planning Commission

Sargus mentioned that in the last meeting item 4B was tabled and supposed to be on the agenda for tonight and asked if that should have followed under old business.

Solberg said that because it was decided to not carry on that public hearing, it just falls off the agenda and it will be re-published and introduced when the necessary changes have been made and it is ready.

9. Comments from Staff

Solberg mentioned that the commissioners have been given planning commission guides to look over. He also brought up the Nebraska Planning Conference and told commissioners to contact Engberg if interested in going.

10. Adjournment

Wetuski adjourned the meeting at 6:45 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chair

AGENDA ITEMS 4A & 4B

**4A. Proposed Amendment No. 2 to the
Redevelopment Plan for the 84th Street
Redevelopment Area**

**4B. Proposed Comprehensive Development Plan
Amendment to Incorporate Proposed Amendment
No. 2, as described in Agenda Item 4A above, into
the Comprehensive Development Plan**

Memorandum



To: Planning Commission

From: Christopher Solberg, Deputy Community Development
Director

Date: 2/18/2020

Re: Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 2 & Comprehensive Development Plan Amendment to Incorporate Redevelopment Plan Amendment No. 2

Public hearings have been scheduled and the Planning Commission is asked to make recommendations to the City Council regarding proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 2 (“Amendment No. 2”), and a proposed ordinance that would amend the City’s Comprehensive Development Plan to incorporate Amendment No. 2 into the Comprehensive Development Plan (“Comprehensive Development Plan Ordinance”), assuming Amendment No. 2 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 in 2013 adopted and recommended approval of the *Redevelopment Plan for the 84th Street Redevelopment Area* (“Initial Redevelopment Plan”), and the City Council subsequently approved the Initial Redevelopment Plan. In 2016, the City Council approved the *Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 1* (the Initial Redevelopment Plan, as amended by Amendment No. 1, is referred to in this Memorandum as “Redevelopment Plan”), which among other things included 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, was amended in 2013 and 2016 to incorporate the Initial Redevelopment Plan and Amendment No. 1, and the Initial Redevelopment Plan and Amendment No. 1 were in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole in accordance with Nebraska statutes.

An additional proposed amendment to the Redevelopment Plan, titled “*Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 2*” (“Amendment No. 2”) is presented at this meeting to among other things provide further specification with respect to certain improvements of the mixed use redevelopment project and public improvement redevelopment project, including the indoor/outdoor event center and public improvements, and related redevelopment plan provisions. The Planning Commission, after public hearing, is asked to review and make recommendations to the City Council regarding Amendment No. 2 as to its conformity with the Comprehensive Development Plan, as the general plan for the development

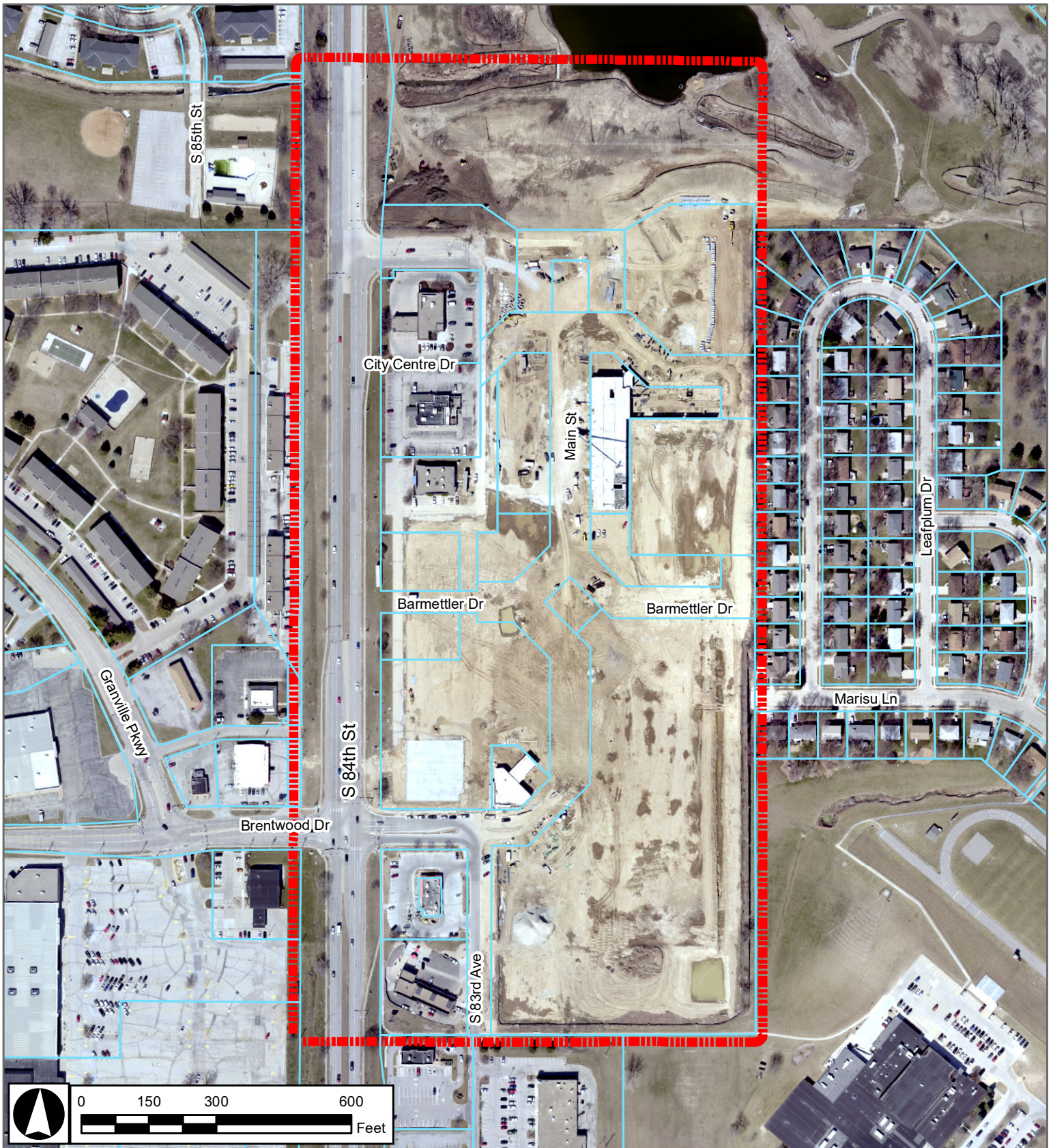
February 18, 2020

of the City as a whole, which also would be amended pursuant to the proposed Comprehensive Development Plan Ordinance to incorporate Amendment No. 2 if adopted. The proposed Comprehensive Development Plan Ordinance also is submitted for Planning Commission review and recommendation to the Council, after separate public hearing. Notices of public hearings have been published and provided in accordance with applicable laws.

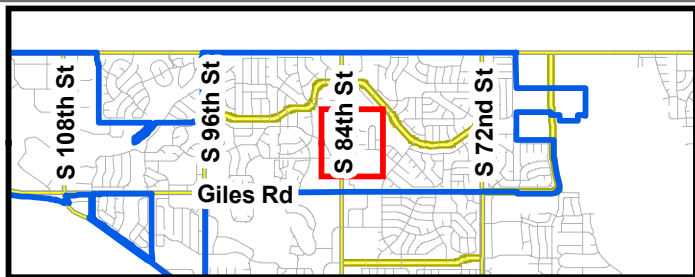
STAFF RECOMMENDATION

Staff recommends Redevelopment Plan Amendment No. 2 as in conformity with the general plan for development of the City as a whole, and the Comprehensive Development Plan Ordinance to incorporate Redevelopment Plan Amendment No 2, subject to any conditions specified by the Planning Commission in its recommendations.

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Project Vicinity Map



**Amendment No. 2 to the Redevelopment Plan
for the 84th Street Redevelopment Area**

2/11/2020
CAS



CITY+VENTURES



TAX INCREMENT FINANCING APPLICATION

(Supplement November 2019)

for

La Vista City Centre

Supplement to Application to the La Vista Community Development Agency
by

La Vista City Centre, LLC
7885 S 84th Street
La Vista, NE

**Tax Increment Financing Application
(Supplement - November 2019)**

This document and attached exhibits supplement the 2016 Tax Increment Financing Application for La Vista City Centre ("Original Application"), included in Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan").

Project Name: La Vista City Centre

Project Legal Description:

Project Address: 7885 S 84th Street

As described on the Survey submitted with the Original Application, subject to such modifications, conveyances or boundary adjustments as appropriate to carry out the Original Application, this Supplement, or redevelopment projects under the Redevelopment Plan, as amended from time to time.

Property Owner/Applicant: La Vista City Centre, LLC

Owner Address: P.O. Box 428, Boys Town, NE 68010

Estimated Total Project Cost: \$245,608,000.00

Increase per this Supplement: \$10,908,000.00

TIF Request: \$39,958,422.00

Increase per this Supplement: \$2,529,922.00

New Construction: Yes (yes or no)

Rehabilitation: No (yes or no)

Proposed Project Size:

1,090,000 (est)* Gross SF Buildings

40,000 (est)* Gross SF Increase per
this Supplement

34.31 of Acres

1,494,456 SF Lot/Parcel Size as described in the Original Application, subject to such modifications, conveyances or boundary adjustments as appropriate to carry out the Original Application, this Supplement, or redevelopment projects under the Redevelopment Plan, as amended from time to time.

LIHTC Project No (yes or no)

Market-Rate Project Yes (yes or no)

Historic Tax Credit Project No (yes or no)

Current Use: General Retail Building & Parking Lots, substantially cleared and construction commenced pursuant to the Redevelopment Plan

Proposed Use: Mixed-Use Development

Current Zoning: C-1, rezoned MU-CC in connection with Redevelopment Plan Amendment No. 1

Proposed Zoning: MU-CC, including additional parcels in connection with this Supplement

Current Annual Real Estate Taxes (2016 tax year): \$241,062.00

Current Assessed Tax Valuation (2016 tax year): \$10,848,676.00

NARRATIVE

I. EXISTING CONDITIONS

Applicant purchased real property generally known as 7885 S 84th Street, La Vista, Nebraska (the “Property”) and legally described on the Survey as shown in Exhibit “B” of the Original Application and replatted pursuant to the Original Application and Redevelopment Plan as La Vista City Centre. For purposes of improvements described in this Supplement the Property would include parts of the former La Vista Falls Golf Course conveyed to Applicant in exchange for parcels the City requires for additional public improvements.

The Property is located just south of the former La Vista Falls Golf Course and consisted of aging buildings, and underutilized parking lots. Before the purchase, the Property was owned by an absentee owner and largely vacant. The entire Property is located within an area previously designated as blighted and substandard and, in its purchased condition was a large, underutilized parcel that was not being utilized to its full potential. The underutilized parking lots and vacant buildings were a target for loitering and vandalism.

II. PROJECT DESCRIPTION

To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council adopted the Redevelopment Plan, consisting of the Redevelopment Plan - 84th Street Redevelopment Area in 2013, as amended by Amendment No. 1 in 2016 in part in response to the Original Application of Redeveloper with CDA, and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) within the Mixed Use Redevelopment Project Area, and a Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, which Redevelopment Plan included indoor and outdoor event center, amphitheater, and other private and public improvements (“Redevelopment Plan”). A redevelopment agreement, as amended (“Redevelopment Agreement”) and Subdivision Agreement, as amended (“Subdivision Agreement”) also were adopted and executed.

Applicant, pursuant to the Redevelopment Plan and Redevelopment Agreement, is in the process of redeveloping the Property for the purposes of constructing the Mixed Use Redevelopment Project in a flexible urban block format which is anticipated to occur over multiple phases and is intended to serve as a revitalized downtown area for the City of La Vista (in the Application and this Supplement referred to as the “Project”). The north end of the Project will interface with the new civic park being developed by the City of La Vista (the “City”).

The entire Project is planned to consist of up to 285,000 square feet of retail space, up to 310,000 square feet of office space, approximately 384 market rate multi-family units, and an approximate 120 key hotel. Phase I of the Project (“Phase I”) shall include approximately 81,000 square feet of retail space, 23,400 square feet of office space, 384 Market Rate Multi-Family Units, and a to-be-determined number of private structured parking spaces.

This Supplement provides further specification with respect to certain proposed improvements and related TIF, including without limitation in Phase I a state of the art indoor and outdoor, best in market specialty performance event venue and related improvements developed by Applicant on portions of portions of Lot 13 and Outlot A, La Vista City Centre (to be replatted and subsequently known as Lot 3, La Vista City Centre Replat 4) (the “Event Venue”), and adjacent parcels exchanged for parcels needed by the City for public improvements. The Event Venue will be larger than preliminarily projected, including a 56,157 square foot venue building and surrounding outdoor live performance venue, approximately 2,400 indoor seats, and approximately 5,000 outdoor seats, and will be operated in a manner to draw new performers to the market. The Event Venue will provide up to 150 events (music, comedy and other live entertainment) per year.

All improvements shall comply with the Design Guidelines vested in the Redevelopment and Subdivision Agreements. Also, consistent with the Redevelopment and Subdivision Agreements, the Property is being demolished and graded by the La Vista Community Development Agency and the City of La Vista shall install the primary public infrastructure including, but not limited to, the public streets, utilities, street lighting but specifically excluding the sidewalks, street furniture, and sidewalk landscaping. The Applicant shall install the sidewalks, street furniture, and sidewalk landscaping with the development of its buildings consistent with a Master Streetscape Plan provided by the Applicant.

In conjunction with the development of Phase I, the City constructed a public offstreet parking garage on Lot 2, La Vista City Centre Replat 2 consisting of approximately 465 spaces and provides public offstreet surface parking on Lot 7, La Vista City Centre Replat 3.

As Phase I (as updated by this Supplement) continues to develop, the City will continue construction of public improvements, including without limitation, infrastructure and retaining walls, public restroom, concession, pedestrian, plaza, and emergency vehicle facilities and areas and landscaping in connection with the transformation of the former City golf course, and public offstreet parking facilities, including a public offstreet parking garage on Lot 7, La Vista City Centre Replat 3, consisting of approximately 485 spaces and public offstreet surface parking on Lot 12, La Vista City Centre Replat 3, consisting of approximately 500 parking spaces.

The preliminary proposed site plan for the overall Project as well as preliminary floorplans and elevations for Phase I of the Project were attached as Exhibit "A" to the Original Application. The preliminary proposed site plan for the Event Venue and related improvements as updated by this Supplement, are attached hereto as Exhibit "A" and incorporated herein by this reference. The Applicant has contracted with TACK Architects, for architectural and engineering service, and Olsson Associates for civil, survey, & public improvement design and construction administration for the Event Venue and related improvements updated by this Supplement. The Applicant shall bid General Contracting services and select a qualified bidder prior to construction.

CURRENT TAX BASE

The current base valuation of the Property at the time of the original application was approximately \$10,848,676.00 with annual tax revenue of \$241,062.00 as indicated on the Sarpy County Assessor's website.

The original projected taxable valuation of the overall Project was approximately \$175,800,000.00 at full buildout. With the plans for the Event Venue, the new projected, revised taxable valuation of the overall Project is expected to increase by approximately \$10,908,000.00 over the original amounts projected in connection with the Redevelopment Plan for a new projected taxable valuation of approximately \$186,708,000.00 at full buildout. At the current mill levy, the projected annual tax revenue at full buildout would increase by approximately \$242,436.00 over the amount originally projected in connection with the Redevelopment Plan for approximately \$4,073,132.00 in annual tax revenue on taxable valuation.

III. ZONING

Currently the Property is Mixed-Use City Centre ("MU-CC") zoning. This Supplement proposes that such zoning would be extended to include any adjacent parcels received by Applicant in exchange for property the City requires for public improvements. In addition, any issues of outdoor events at the Event Venue will be addressed through issuance of a conditional use permit by the City. The initial replat for the Event Venue and related improvements that has been submitted and is currently working through the process is included in Exhibit "A" for reference.

IV. UTILITIES & INFRASTRUCTURE

The City shall bring new streets, utilities, street lighting, drainage infrastructure, through the Property as required as well as construct on-street parking, public parking structures, the perimeter landscaping, and internal public parks. The Applicant shall install sidewalks, sidewalk landscaping, and street furniture as required to accommodate the Project.

V. PROJECT COSTS & TIF ALLOWABLE EXPENSES

The site and building construction cost breakdown includes preconstruction, site development costs, and acquisition costs. The revised total private costs for the Project are estimated to be approximately \$245,608,000.00, an increase of \$10,908,000.00 over the total private costs estimated in the Original Application. The Phase I total project costs in connection with the Event Venue and related improvements are estimated to be approximately \$19,979,371.00 and are in the Project Sources & Uses of Funds attached hereto as Exhibit "C" and by this reference made a part hereof.

Estimated TIF Eligible Expenses in connection with the Event Venue and related improvements are also included in Exhibit "C" and by this reference made a part hereof.

VI. PUBLIC IMPROVEMENTS

The Property is part of the blighted and substandard 84th Street Redevelopment Area. The Applicant wishes to work with the Agency and City with respect to new public improvements along with the Project, including:

Applicant shall construct façade improvements which meet the intent of the Design Guidelines being vested with the Redevelopment Agreement (City and Agency acknowledge that said façade is a significant enhancement above the minimum required improvements within the City). Additionally, Applicant shall construct sidewalks, sidewalk landscaping, install street furniture, and architectural lighting as per the Master Streetscape Plan provided by the Applicant.

City shall construct the primary infrastructure within the Redevelopment Project Area including, but not limited to sanitary sewer, potable water, primary data, primary power, primary gas, storm sewer, roadways, curb & gutter, on-street parking, as well as public offstreet parking facilities.

VII. SOURCES & USES/TOTAL PROJECT COSTS (November 2019 Supplement - Event Venue and related improvements)

The Applicant intends to obtain a construction loan to finance the cost of the construction of the improvements for the Event Venue and related improvements of Phase I of the Property shown in the site plan attached hereto as Exhibit "A". The financing necessary to complete this portion of Project is outlined in the Sources & Uses of Funds attached hereto as Exhibit "C".

VIII. PROJECT TIMELINE

The City's demolition is complete and Phase I buildings commenced in the fall of 2017 and are anticipated to be substantially completed in 2020. The Event Venue and related improvements are expected to commence in the spring of 2020 and be substantially complete around the end of 2021.

IX. PRO-FORMA - PROFIT/LOSS AND CASH FLOW STATEMENTS (November 2019 Supplement - Event Venue and related improvements)

Phase I Project costs in connection with the Event Venue and related improvements are projected as set forth in the Sources & Uses of Funds attached hereto as Exhibit "C". An Income Statement for this part of Phase I of the Project is also included herein as Exhibit "D".

X. ROI ANALYSIS – STATEMENT OF NEED (November 2019 Supplement - Event Venue and related improvements)

Attached hereto as Exhibit "D" is an investment analysis which outlines the projected return on invested capital (ROI) with respect to the proposed Event Venue and related improvements. The Applicant's ROI without TIF financing for this portion of Phase I would be 4.49%, causing this portion of Phase I of the Project to be financially infeasible to the Applicant. With the proposed Tax Increment Financing, the Applicant's ROI with respect to this portion of the Project would be 9.22%, realizing an acceptable return for the Applicant. The Applicant hereby requests Tax Increment Financing for the overall Project, including two (2) years of capitalized interest, be revised to a principal amount up to Thirty-Nine Million, Nine Hundred Fifty Eight Thousand, Four Hundred Twenty Two Dollars (\$39,958,422.00), an increase of \$2,529,922 over the amount requested in the Original Application. Included within the aforementioned request for Tax Increment Financing is the Tax Increment Financing for the proposed Event Venue and related improvements is two (2) years of capitalized interest in the amount of Two Million, Nine Hundred Thirty One Thousand, One Hundred Fifty Three Dollars (\$2,931,153.00). The receipt of such TIF proceeds will enhance the returns to an acceptable level as shown herein and illustrated in Exhibit "D."

XI. EVALUATION CRITERIA: MANDATORY CRITERIA

1. The proposed Event Venue and related improvements are located within a blighted area as defined in the Nebraska Statutes.
2. This portion of the Project furthers the objectives of the City's Comprehensive Plan.
3. The use of Tax Increment Financing will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions. All of the revenue, which will be utilized to pay the redevelopment note, will come from additional valuation on the Property resulting from the improvements to be constructed on the Property. None of the existing tax base will be utilized to fund the redevelopment note.
4. As set forth above, this portion of the Project would not be economically feasible without the use of Tax Increment Financing. Further, based upon the projection set forth above, this portion of the Project will not occur in this community redevelopment area without the use of TIF.

XII. COST-BENEFIT ANALYSIS

1. The use of Tax Increment Financing will not result in tax shifts. The current level of taxes will continue to flow to the current taxing entities and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvement.
2. Applicant understands the City has for some time recognized the potential need for the City to make public improvements to eliminate and prevent recurrence of the 84th Street substandard and blighted area. The redevelopment plan included such provisions. The City is in the process of constructing public improvements within the mixed use redevelopment project area and other parts of the 84th Street Redevelopment Area, including public street, recreational areas and off-street parking pursuant to the Redevelopment Plan. The Project begins the process of eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Project Area, which will be beneficial to the City and all its residents. Applicant, using TIF, would provide additional public improvements, such as enhanced facades, sidewalk landscaping and sidewalk furniture. General business occupation taxes are being proposed in connection with the Project, which taxes are agreeable to Applicant and would be limited to the

applicable Project area. Applicant does not expect significant additional public infrastructure or community public service needs impacts or local total tax impacts beyond those described above as a result of the Project. The proposed TIF will be used to help offset public infrastructure improvement cost.

3. The development will positively impact the neighborhood within the redevelopment area by providing quality residential housing, new retail, and new employment which will support the existing businesses as well as help spur future developments and improvements within the redevelopment area.

4. The Project, including the Event Venue and related improvements, will positively impact other businesses, employers, and employees of firms locating or expanding within the area of the Project, as well as the immediate area outside of the boundaries of the area of the redevelopment Project, by providing additional quality residential housing, employment, restaurant, shopping, and entertainment alternatives and attracting visitors, resulting in a new employment base within the redevelopment area, and providing for more options and a larger pool of qualified potential employees and customers for the employers and employees locating or expanding in the area of the redevelopment Project or within the City and the immediate area outside of the boundaries of the area of the redevelopment Project.

5. The Redevelopment Project is part of the initial steps to eliminate and prevent recurrence of the substandard and blighted 84th Street Redevelopment Area which particularly benefits student populations of school districts within the City by eliminating and preventing recurrence of vacant, dilapidated buildings and areas that can contribute to delinquency, vagrancy, and vandalism. In addition, it is anticipated that the redevelopment Project ultimately will have a positive impact on the level of economic activity, property values, and revenues of public bodies within the Project area, including school districts, thereby benefiting student populations of school districts within the City.

6. The elimination of the substandard and blight conditions in this area will bring needed economic opportunities to this area of the community. The revitalization will cause an increase in traffic in the area. The long-term benefits resulting from the elimination of the substandard and blight condition and the increase in the tax base resulting from the development are other valid justifications to provide assistance to the Project, which increase is expected to be more than 40 additional employment opportunities. Applicant certifies that (i) the Redeveloper has not and does not currently intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area, (ii) an application has not been filed, and none currently is intended, under the Nebraska Advantage Act that would include as one of the tax incentives a refund of the city's local option sales tax revenue, and (iii) no such application has been approved under the Nebraska Advantage Act.

XII. EMPLOYMENT INFORMATION

The redevelopment of the Property will result in the retention of the existing employees located on the Property (Chili's, First National Bank of Omaha and McDonalds), which Applicant believes may not occur without redevelopment of the Property. In addition, while it is difficult to ascertain estimates at this stage of the redevelopment, the redevelopment of the Property will result in a significant increase in new full-time and part-time positions available at the site following construction as well as temporary construction positions during the buildout.

Respectfully submitted,

**La Vista City Centre, LLC, a Nebraska
Limited Liability Company**

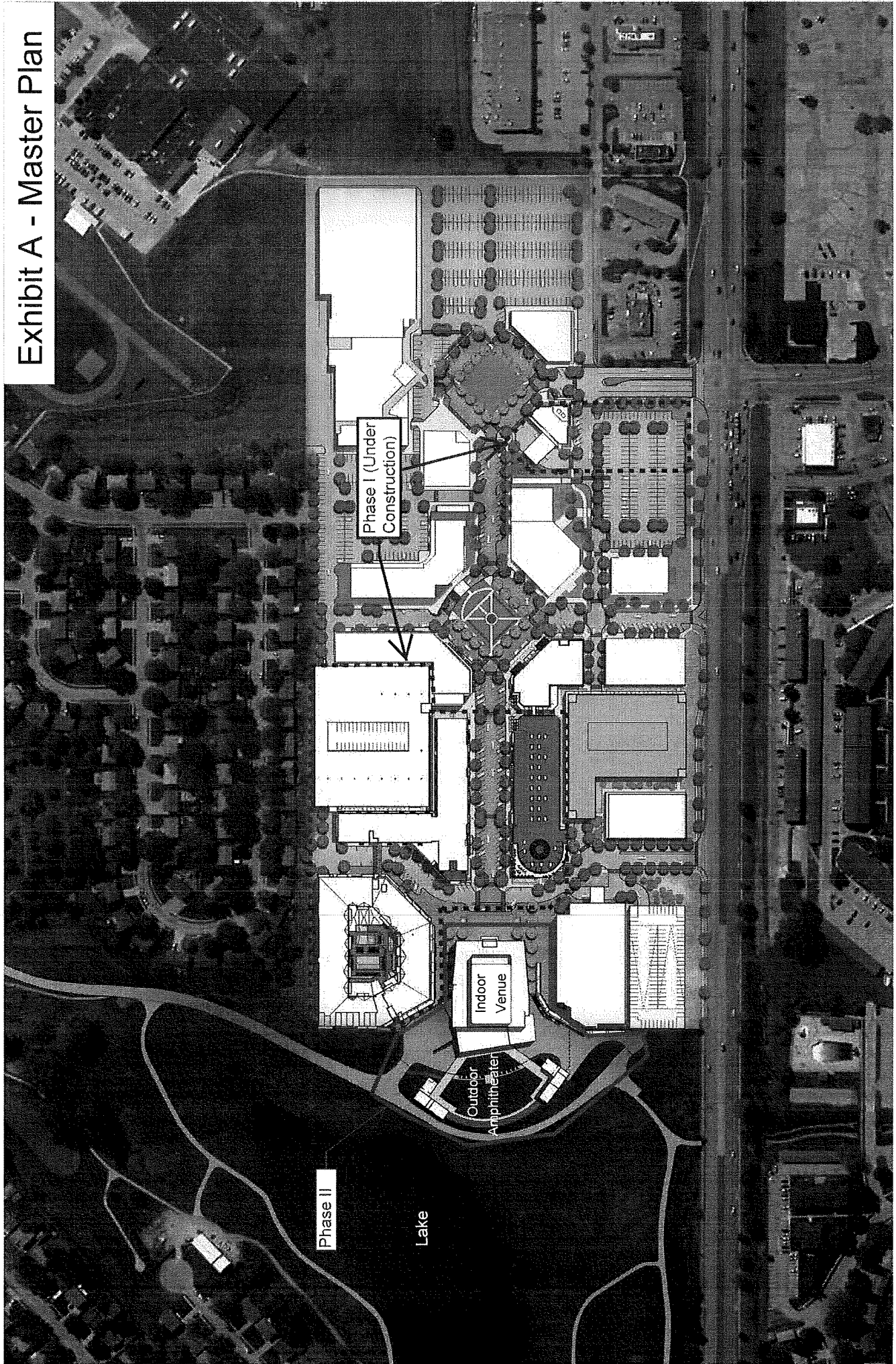
**APPLICATION ATTACHMENTS
(Supplement - November 2019):**

- A. Preliminary Proposed Site Plans, Replat & Elevations - Event Venue and related improvements
- B. Alta Survey (site specific - proposed Event Venue)
- C. Estimated Sources & Uses of Funds / Construction Budget / TIF Eligible Expenses - Event Venue and related improvements
- D. Estimated Pro Forma - Event Venue and related improvements
- E. ROI Analysis- Event Venue and related improvements

Exhibit "A"
Site Plans and Elevations

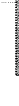
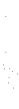
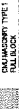
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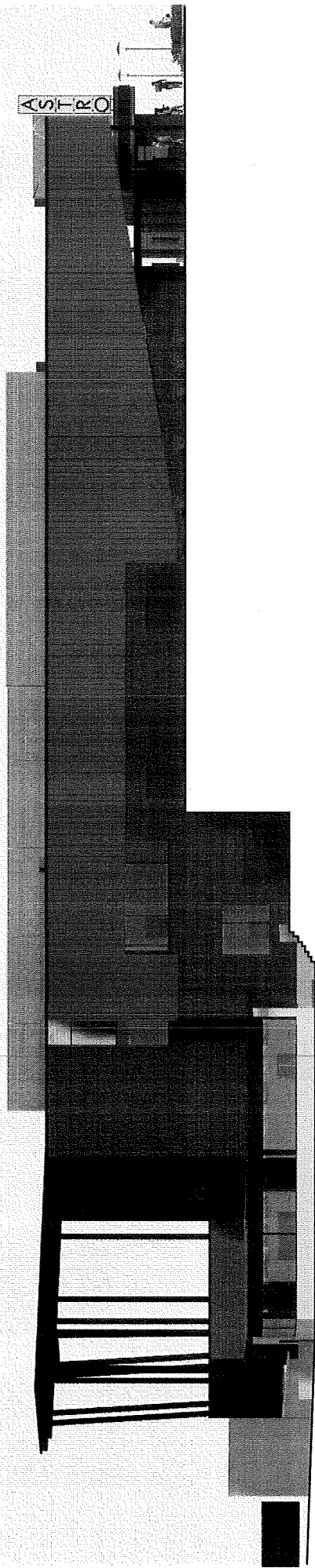
Exhibit A - Master Plan



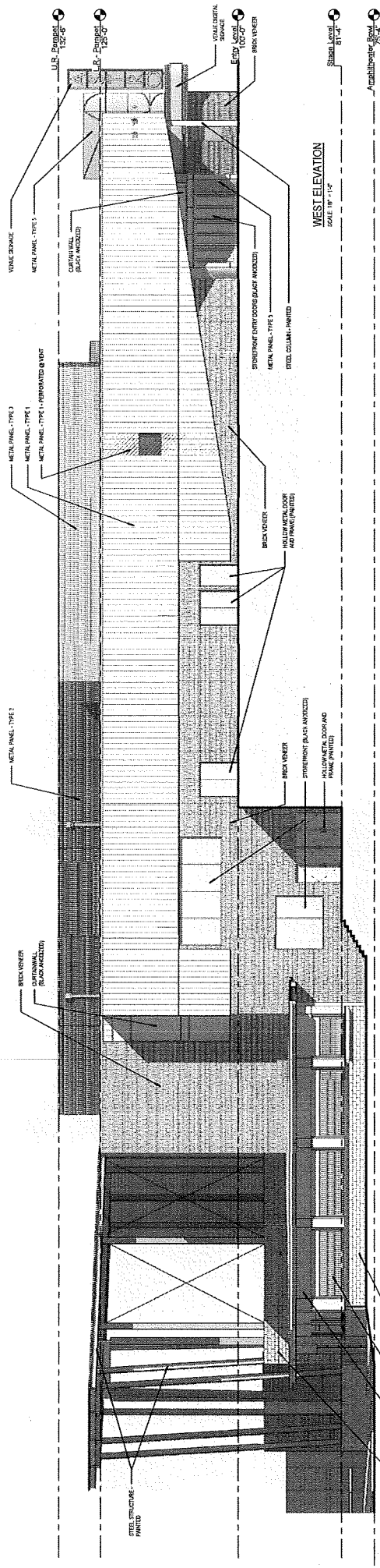
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METAL PANEL TYPE 6 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 7 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 8 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 9 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 10 FULL BLACK ANTISTATIC COLOR GLOSS
				
METAL PANEL TYPE 11 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 12 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 13 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 14 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 15 FULL BLACK ANTISTATIC COLOR GLOSS
				
METAL PANEL TYPE 16 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 17 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 18 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 19 FULL BLACK ANTISTATIC COLOR GLOSS	METAL PANEL TYPE 20 FULL BLACK ANTISTATIC COLOR GLOSS



WEST ELEVATION - COLORED



WEST ELEVATION
SCALE 1/4" = 1'-0"

																																																																																																																																																																																																																																																																																																																																		
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EXHIBIT A-EVE

This architectural rendering shows the exterior elevation of a building, oriented vertically. The building features a dark, textured facade with several rectangular windows. A prominent horizontal band of lighter material runs across the middle section. The building is set against a light background, with a small tree and a street lamp visible in the distance.

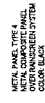
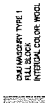
	METAL PANEL TYPE 1 BRUSHED ALUMINUM END VEIL		METAL PANEL TYPE 3 INSULATED METAL PANEL WHITE		METAL PANEL TYPE 4 METAL INSULATED SYSTEM COLOR BLACK		METAL PANEL TYPE 5 METAL INSULATED SYSTEM COLOR SILVER		METAL PANEL TYPE 6 METAL INSULATED SYSTEM COLOR SILVER		METAL PANEL TYPE 7 FULL GLUE VERTICAL COLOR WOOD
	METAL PANEL TYPE 1 FULL GLUE VERTICAL COLOR WOOD		METAL PANEL TYPE 3 FULL GLUE VERTICAL COLOR WOOD		METAL PANEL TYPE 4 FULL GLUE VERTICAL COLOR WOOD		METAL PANEL TYPE 5 FULL GLUE VERTICAL COLOR WOOD		METAL PANEL TYPE 6 FULL GLUE VERTICAL COLOR WOOD		METAL PANEL TYPE 7 FULL GLUE VERTICAL COLOR WOOD

Exhibit "B"
ALTA Survey

Attached.

LEGEND

	BOUNDARY LINE
	SECTION LINE
	EXISTING PROPERTY LINE

1. WATER PROVIDED BY M.U.D. GAS TO BE PROVIDED BY BLACK HILLS ENERGY.
2. POWER TO BE PROVIDED BY Q.P.P.D.
3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
4. THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF RICH OF MINOR DISTURBANCE SHALL BE BASED ON THE AREA OF THE PROJECT BEING MOVED OR REPLACED.
5. THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
6. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

[illegible]

2019		

PRELIMINARY SITE PLAN

LA VISTA CITY CENTRE THEATER
LOTS 1 THRU 3

NEBRASKA

drawn by: _____ J.C.
checked by: _____ L.W.
approved by: _____ H.C.
QA/QC by: _____ H.C.
project no.: _____ Q110-0046
drawing no.: _____ 001312

SHEET
C2.1



0 15' 30'
SCALE IN FEET

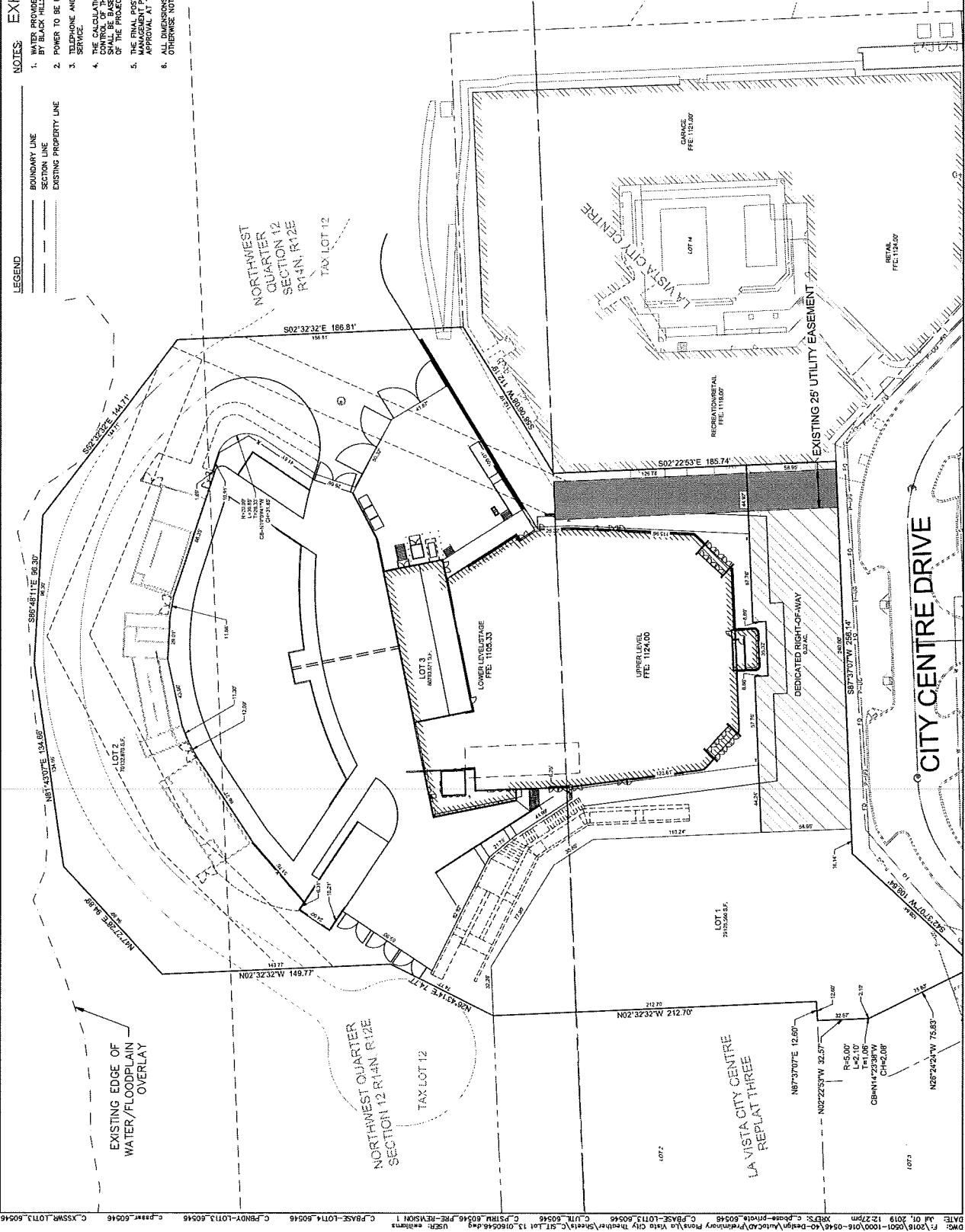


Exhibit "C"
Sources & Uses of Funds / Construction Budget / TIF Eligible Expenses

Attached.



CITY+
VENTURES

La Vista City Centre
Astro Theater

Exhibit "C"
2/4/2020
by CLE

Sources & Uses of Funds

Sources of Funds		Uses of Funds	
Equity	Cash	Acquisition	
	PACE	Land Acquisition from LVCC	\$1,166,000
		Closing Costs	\$34,980
Debt		Acquisition Total	
			5%
			\$1,200,980
Incentives	City Economic Development Financing TIF	Hard Costs	
		Building Construction	\$13,063,276
		Amphitheater Construction	\$500,000
		Building Signage	\$150,000
		FF&E - Furniture, Audio, Lighting, Chairs	\$2,500,000
		Hard Cost Total	
			72%
			\$16,213,276
Soft Costs			
Design - A / E / I			\$1,085,062
Working Capital			\$500,000
Construction Interest			\$575,000
PACE/TIF Costs & Capitalized Interest			\$340,276
Financing Fees (Senior)			\$57,500
Legal & Accounting			\$50,000
Builders Risk			\$52,253
Development Fee			\$1,204,461
Contingency			\$1,321,136
Soft Cost Total			23%
			\$5,185,688
Total Sources of Funds		Total Uses of Funds	
\$22,599,944		\$22,599,944	

Uses of Funds

TIF Eligible Expenses

Phase 1

Acquisition

Land & Structures

\$1,166,000

Hard Costs

Façade Enhancements, Additional Glazing, Upgraded Windows

\$500,000

Public Impr. - Sidewalks, Sidewalk Landscaping, Street Furniture

\$50,000

Sitework - Site Utilities

\$75,000

Soft Costs

TIF Capitalized Interest

\$137,153

Contractor Fee

\$575,000

Contingency

\$1,158,799

Design - Architecture / Engineering

\$920,000

Developer Fee

\$1,065,315

Total TIF Eligible Expenses	\$5,647,269
------------------------------------	--------------------

Exhibit "D"
Pro Forma

Attached.



La Vista City Centre
Astro Theater

Exhibit "D" 1/21/2020 by CLE
Income Statement

Operating Income	Description	Rate	Quantity	Year 1	Year 2	Year 3
Revenue						
Admissions		\$27.38	203,879	\$5,606,948	\$5,719,087	\$5,833,469
Food / Concessions		\$9.30	210,361	\$2,000,358	\$1,040,963	\$2,081,179
Sales Tax Revenue				\$570,348	\$381,939	\$393,986
Occupation Tax Revenue				\$228,248	\$230,774	\$233,389
Rebates				\$285,730	\$608,304	\$612,314
Facility Rental				\$240,000	\$248,800	\$249,600
Gross Revenue				\$9,237,833	\$9,417,469	\$9,605,833
Direct Costs						
Artist's Share		83.8%		\$4,699,000	\$4,792,393	\$4,886,447
Sales / GST Taxes				\$786,797	\$812,732	\$828,987
Direct Costs				\$5,485,797	\$5,605,125	\$5,715,434
Gross Profit				\$3,752,036	\$3,812,344	\$3,890,399
Operating Expenses						
Production						
Labor				\$319,429	\$315,818	\$332,334
Catering				\$212,520	\$216,770	\$221,106
Blackline				\$11,670	\$13,323	\$14,201
Equipment Rental				\$34,267	\$75,321	\$36,439
Runner				\$30,163	\$30,768	\$31,384
Transportation / Lodging				\$22,639	\$23,108	\$23,570
Electrical				\$40,700	\$31,314	\$31,940
Misc				\$19,913	\$14,193	\$14,477
Production Total:				\$697,901	\$716,247	\$725,472
Operation						
Administrative Wages				\$179,000	\$178,300	\$181,070
Labor				\$304,038	\$310,119	\$316,321
Cleaning				\$14,326	\$14,613	\$14,903
Fire Marshal				\$28,242	\$28,807	\$29,383
Medical Team				\$17,726	\$18,081	\$18,443
Portable Toilets				\$18,180	\$18,344	\$18,514
Security				\$73,623	\$73,098	\$76,389
Police / Sheriff				\$12,172	\$12,419	\$12,667
Wardrobe / Uniforms				\$105,843	\$107,582	\$110,121
Advertising				\$342,188	\$333,030	\$364,090
ASCAP/BMI				\$99,187	\$100,130	\$103,172
Utilities				\$120,000	\$122,400	\$124,842
Building Insurance				\$25,000	\$25,300	\$26,010
GL / Event Insurance				\$130,637	\$133,670	\$136,744
Real Estate Expenses*				\$270,000	\$270,000	\$270,000
Real Estate Taxes				\$301,849	\$307,884	\$314,043
Misc				\$2,713	\$2,789	\$2,823
Operation Total:				\$2,660,731	\$2,800,543	\$2,842,156
Total Expenses				\$8,146,528	\$8,405,668	\$8,560,590
Net Operating Income				\$1,065,508	\$1,006,701	\$1,030,309

*The event venue is a joint project of Astro Theatre, LLC and City Centre Music Venue, LLC. Event venue revenues will be the principal source of income of the parties, including City Centre Music Venue, LLC via lease payments used to pay event venue construction financing in a substantially equivalent amount, its principal expense.

Exhibit “E”
ROI Analysis

Attached.

Uses of Funds

<i>Description</i>	<i>Value</i>
Net Operating Income + Real Estate Expenses	\$1,049,005
Annual Debt Service (ADS) / Real Estate Expenses	(\$870,000)
Cash Flow Before Taxes (CFBT)	\$179,005

ROI Analysis - Statement of Need

Description	Project With TIF	Project Without TIF
TIF Proceeds	\$2,931,153	\$0
Debt	\$11,500,000	\$11,500,000
Equity	\$3,708,668	\$6,639,821
Total Project	\$18,139,821	\$18,139,821
Cash Flow Before Taxes	\$179,005	\$179,005
Return on Investment	4.83%	2.70%

Memorandum

To: Planning Commission

From: Christopher Solberg, Deputy Community Development
Director

Date: 2/17/2020

Re: Updated La Vista City Centre Mixed Use
Redevelopment Project TIF Analysis



A copy of the Updated La Vista City Centre Mixed Use Redevelopment Project TIF Analysis is on file with the La Vista City Clerk's office.

Redevelopment Plan for the 84th Street Redevelopment Area Amendment No. 2

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 on August 2, 2016 by Amendment No. 1, (such Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1, is referred to herein as “Redevelopment Plan”) is hereby further amended by this Amendment No. 2 to add, subtract, modify or provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project and 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 was declared in 2012 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, and related Redevelopment Agreement and Subdivision Agreement, were adopted in 2016, 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 Redevelopment Agreement subsequently was amended by Amendment No. 1 in 2017 (the Redevelopment Agreement, as amended by Amendment No. 1, is referred to herein as “Redevelopment Agreement”). The Subdivision Agreement subsequently was amended by a First Amendment to Subdivision Agreement in 2020 (the Subdivision Agreement, as amended by the First Amendment, is referred to herein as “Subdivision 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 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, 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 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 and the Public Improvement Redevelopment Project within the 84th Street 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 Second Amendment to the Redevelopment Agreement (“Second Amendment” or “Second Amendment to Redevelopment Agreement”) is presented with this Amendment or on file with the City Clerk. Such Second Amendment, substantially in form and content set forth in an exhibit 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 Second Amendment, are incorporated into this Amendment by reference (the Redevelopment Agreement as amended by the Second 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 Second Amendment 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 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 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. The CDA or its designee, in recommending this

Amendment to the governing body of the City, updated the prior analysis for the incremental affects of proposed additions, subtractions, or changes to the Mixed Use Redevelopment Project whose Redevelopment Plan, as amended by this Amendment, includes the use of funds authorized by Neb. Rev. Stat. Section 18-2147. In conducting the cost-benefit analysis, a cost-benefit model developed for use by local projects considered and analyzed the following factors (“Updated Cost-Benefit Analysis”):

- (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.

The Updated Cost-Benefit Analysis shall be 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, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed 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 Second Amendment to Subdivision Agreement (“Second Amendment” or “Second Amendment to Subdivision Agreement”) is presented with this Amendment or on file with the City Clerk. Such Second Amendment, substantially in form and content set forth in an exhibit 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 Second Amendment, are incorporated into this Amendment by reference (the Subdivision Agreement as amended by the Second 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 Second Amendment and Amended Subdivision Agreement.

Section 3. Other

A. This Amendment shall be conditional on execution and recording of the Second Amendment to Redevelopment Agreement and Second 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, including, without limitation, Additional Property for Public Improvements, Surplus Property, or other property or interests as determined or agreed by the City or CDA, subject to such surveys, requirements, consideration, and terms and conditions as the City or CDA determines necessary or advisable.

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, the Community Development Law, 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 this Amendment or 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 this Amendment and 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 consideration of 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. Approval of this Amendment, including without limitation this subsection G, by the governing body of the City following the hearings prescribed by Neb. Rev. Stat. Section 18-2115, among other things shall constitute and be deemed to be findings and documentation in writing by the governing body of the City with respect to parts of the Mixed Use Redevelopment Project and related redevelopment plan provisions in this Amendment using funds authorized by Neb. Rev. Stat. Section 18-2147, that:

1. The such parts of the 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. The such parts of the 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 parts of the 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 the redevelopment project.

H. Applicable provisions of Nebraska Legislative Bill 874 (2018) (“LB 874”) are incorporated into this Amendment by reference and provisions of the Redevelopment Plan, as amended by this Amendment, shall be deemed modified to be consistent with LB 874 (2018), as of the effective date of such Bill.

I. 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.

J. 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.

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

L. 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, 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.

M. 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.

N. 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.

O. 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.

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

Q. 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 or Amendment No. 1

shall be deemed modified to mean the Redevelopment Plan, as amended by Amendment No. 1 and this Amendment.

R. By recommending and approving this Amendment, the CDA and City Council designate and agree 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 agree 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 relevy such occupation taxes without any notice or consent required to or of CDA. Not in limitation of the foregoing provisions of this subsection "R," all enhanced employment areas or occupation taxes specified in the Second Amendment to Subdivision Agreement or Second Amendment to Redevelopment Agreement in form and content approved by City or CDA are hereby approved. Approval of this Amendment 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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 A

Second Amendment to Redevelopment Agreement

EXHIBIT B

Second Amendment to Subdivision Agreement

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

This Second Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section 5gg 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 Ordinance No. 1167 adopted by the City of La Vista, a Nebraska municipal corporation in Sarpy County, Nebraska, on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“Redeveloper”), One Percent Productions, L.L.C., a Nebraska limited liability company, (“One Percent”), Mammoth, Inc., a Kansas corporation authorized to do business in Nebraska, (“Mammoth”) (together Redeveloper, One Percent, and Mammoth sometimes are referred to herein as “Event Venue Redeveloper”), La Vista Car Wash LLC, a Nebraska limited liability company (“Car Wash”), City Centre I, LLC, a Nebraska limited liability company, (“City Centre I”), and E&W Holdings, LLC, a Nebraska limited liability company (“E&W”).

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

A. The Mayor and City Council in 2012 declared the 84th Street Redevelopment Area substandard and blighted and in need of redevelopment. To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, as amended in 2016 by Amendment No. 1 and providing for a Mixed Use Redevelopment Project and tax increment financing (“TIF”) in response to a redevelopment application (“Redevelopment Application”) submitted by Redeveloper with CDA, and a Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area, (“Redevelopment Plan”), which Redevelopment Plan included indoor and outdoor event center, amphitheater, and other private and public improvements.

B. 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

Upon Recording Please Return To:

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

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”); and Lots 5 - 12, La Vista City Centre and Lot 1, La Vista City Centre Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat 3 (“Replat 3”). Lot ownership is as follows:

- (i) La Vista Car Wash, as successor of LVCC, owns Lot 1, La Vista City Centre,
- (ii) Redeveloper owns:
 - Lots 2 and 13 and Outlot C, La Vista City Centre,
 - Lot 1, La Vista City Centre Replat 2, and
 - Lots 1, 2, 3, 4, 5, 6, 8, 9, 11 and 12, La Vista City Centre Replat 3. E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat 3, and
- (iii) City Centre I, as successor of LVCC, owns:
 - Lots 14 and 15, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 1, and
 - Lot 10, La Vista City Centre Replat 3 (lots described in subsections “i” through “iii” together are referred to herein as “City Centre Property”); and
- (iv) The City of La Vista owns:
 - Outlots A and B, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 2, and
 - Lot 7, La Vista City Centre Replat 3.

C. Redeveloper and CDA, pursuant to the Redevelopment Plan entered into a Redevelopment Agreement, dated November 29, 2016 and recorded with the Register of Deeds of Sarpy County, Nebraska on December 2, 2016 as Instrument No. 2016-31245 (the “Initial Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended by a First Amendment dated September 19, 2017, (the Initial Redevelopment Agreement as amended by the First Amendment together are referred to herein as the “Redevelopment Agreement”).

D. La Vista City Centre, LLC and City pursuant to the Redevelopment Plan entered into a Subdivision Agreement dated December 1, 2016 with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area (“Original Subdivision Agreement”), as amended by the First Amendment to Subdivision Agreement dated on or about _____ (“First Amendment”) (the Original Subdivision Agreement as amended by the First Amendment together are referred to herein as “Subdivision Agreement”).

E. The Mayor and City Council on or about March 3, 2020 adopted Amendment No. 2 to the Redevelopment Plan to provide further specification with respect to certain improvements of the Mixed Use Redevelopment Project and related TIF as proposed in supplements to the Redevelopment Application, and of the Public Improvement Redevelopment Project, including without limitation public improvements and indoor and outdoor event venue and anchor office building described in this Amendment (the

Redevelopment Plan, as previously amended, together with Amendment No. 2 are referred to herein as the “Amended Redevelopment Plan”), which Amended Redevelopment Plan as on file with the La Vista City Clerk is incorporated into this Amendment by reference and shall be binding on all Event Venue Property (defined infra) and on all City Centre Property, and all rights or interests therein, and on Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

F. La Vista City Centre, LLC, One Percent, Mammoth, and City pursuant to the Amended Redevelopment Plan entered a Second Amendment to Subdivision Agreement dated on or about even date with this Amendment with respect to certain public improvements of the Public Improvement Redevelopment Project (the Subdivision Agreement as amended by the Second Amendment to Subdivision Agreement together are referred to herein as “Amended Subdivision Agreement”). City found and determined that such public improvements, in the interests of public health, safety, welfare, necessity and convenience, shall be constructed, owned and operated by the City, including, but not limited to, recreational facilities, public right of way, and public off-street parking, for public purposes including the advancement of redevelopment within the 84th Street Redevelopment Area, eliminating and preventing recurrence of the substandard and blighted Area, promoting safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, and providing public amenities for use of the general public, which findings, CDA hereby ratifies, affirms, and approves. Provisions of the Amended Subdivision Agreement are incorporated herein by this reference and the parties shall be bound by them.

G. Redeveloper, One Percent, Mammoth, and CDA, pursuant to the Amended Redevelopment Plan, desire to enter this Second Amendment to Redevelopment Agreement to provide further specification with respect to such Improvements of Redeveloper and Event Venue Redeveloper pursuant to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as modified pursuant to this Amendment, including without limitation, the state of the art indoor and outdoor, best in market specialty performance event venue and related improvements by Event Venue Redeveloper on part of Lot 13, La Vista City Centre, and such other parcels as described in or determined in accordance with the Amended Subdivision Agreement (together such part of Lot 13 and parcels referred to as “Event Venue Property”), at a scale and operated in a manner to draw new performers to the market, an anchor Class A office building, preliminarily projected to have at least 90,000 square feet of leasable tenant office space, and related improvements by Redeveloper on Lot 1, La Vista City Centre Replat 3 (“Office Building”), and such other Improvements or matters approved by City. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that such improvements 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 and employment opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. Additionally, Redeveloper, One Percent, and Mammoth, together with Car Wash, City Centre I and E&W, desire to consent with respect to designation of such Area as an enhanced employment area pursuant

to Neb. Rev. Stat. Section 18-2101 et seq. The CDA determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended pursuant to this Amendment or pursuant to the Second 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 is hereby acknowledged by each of the parties hereto and intending to be legally bound hereby, the parties amend the Redevelopment Agreement and agree as follows:

1. Definitions. Unless otherwise specified in this Amendment or clearly indicated by the context, capitalized terms will have the meaning set forth in the Redevelopment Agreement.
2. Mixed Use Redevelopment Project. As part of the Mixed Use Redevelopment Project, the following shall be provided.
 - a. Event Venue. As part of Phase I Improvements, Event Venue Redeveloper, at its cost, will design, finance, fund, acquire, construct, equip, own, manage, operate, maintain, replace, and repair on property owned by the Event Venue Redeveloper within the Mixed Use Redevelopment Project Area, as such Area is modified by subsection 2c below, a state of the art indoor and outdoor, best in market specialty performance event venue and related improvements, at a scale and operated in a manner to draw new performers to the market and any Redeveloper Public Improvements (“Event Venue”). A preliminary site plan, rendering and/or description of the Event Venue are attached as Exhibit 2. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats, renderings, and site plans approved by the City in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City. The principal facilities, uses and purposes of the Event Venue shall not be materially changed, except as agreed by CDA.
 - b. Office Building. Redeveloper, at its cost, will design, finance, fund, acquire, construct, equip, own, manage, operate, maintain, replace, and repair on property owned by Redeveloper an anchor Class A Office Building preliminarily described or depicted in Exhibit 2, and any Redeveloper Public Improvements. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats, renderings, and site plans approved by the City in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City.
 - c. Mixed Use Redevelopment, Property, Project, and Area. The northern boundary of the Entire Redevelopment Property or Redevelopment Property under the Redevelopment Agreement is hereby extended and established as preliminarily described or depicted in Exhibit 2c, subject to any addition, subtraction, or modification as the City Administrator or City Engineer or any designee of the City Administrator or City Engineer

determines necessary or advisable; and the northern boundary of the Redevelopment Area and Mixed Use Redevelopment Project Area, as those terms are used in the Redevelopment Agreement, is extended and established accordingly. Additionally, the northern boundary of the Mixed Use Redevelopment Project Area specified in the Redevelopment Plan shall be extended as preliminarily described or depicted in Exhibit 2c, subject to any addition, subtraction, or modification as the City Administrator or City Engineer or any designee of the City Administrator or City Engineer determines necessary or advisable. Except as modified herein, the boundaries of such areas shall remain as originally approved in the Redevelopment Agreement or Redevelopment Plan in 2016.

d. Design and Timing. Design, schedules, timing, construction and completion of Improvements described in this Amendment will satisfy applicable requirements of the Redevelopment Agreement, Amended Subdivision Agreement, laws, or regulations, as amended from time to time.

e. Replats and Final Plans. A proposed replat in connection with improvements described in this Amendment is attached hereto as Exhibit 2e. Improvements described in this Amendment shall be subject to one or more Subsequent Replats as the City Engineer determines necessary or appropriate and approved by the City Council. Replats, final site plans and designs, boundaries, dimensions, components, and features in connection with the Event Venue, Office Building, or other improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the Redevelopment Agreement as amended by this Amendment, the Amended Subdivision Agreement, or applicable subdivision laws or regulations, as such Amendment, Redevelopment Agreement, Amended Subdivision Agreement, or subdivision laws or regulations might be amended from time to time. Improvements described in this Amendment or the Amended Subdivision Agreement shall be subject to closing on all real property conveyances in accordance with applicable laws, as Redeveloper, Event Venue Redeveloper, and City Engineer determine necessary or appropriate. Notwithstanding anything to the contrary, replats, site plans and designs, boundaries, dimensions, components, and features of improvements are preliminarily described in this Amendment and shall be subject to adjustment and finalization as the City Engineer determines necessary or appropriate to carry out the Amended Redevelopment Plan.

f. Tax Increment Financing. Event Venue Redeveloper, in connection with the Event Venue, and Redeveloper, in connection with the Office Building, shall be authorized to utilize, and CDA shall be authorized to facilitate and participate in, TIF, Redevelopment Loans, and tax increment financing to finance or pay costs of site-specific TIF Eligible Expenses in connection with such Projects. TIF related amounts or projections in connection with the Amendment No. 1 to the Redevelopment Plan - 84th Street Redevelopment Area or Initial Redevelopment Agreement included the Office Building. Effects of the expanded Event Venue, in total, are estimated as follows: Total assessed valuation was approximately \$10,848,676 and ad valorem taxes were approximately \$241,062 for the 2016 tax year. Total assessed valuation upon completion of planned improvements including the expanded Event Venue is projected to be \$186,708,000 (representing an increase of approximately \$10,908,000), with an estimated \$4,314,194 in annual ad valorem taxes and \$4,073,132 in annual ad valorem taxes in

excess of ad valorem taxes on the redevelopment project valuation (representing an increase of approximately \$242,436) based on an estimated \$2.31 tax levy. Redeveloper and Event Venue Redeveloper propose one or more phases and supportable TIF loans to pay Eligible Expenses in connection with development and improvements described in this Section 2. The Maximum Redevelopment Loan Amount shall be increased to \$39,958,422 (representing an increase of approximately \$2,529,922), and shall constitute the cumulative limit on all Redevelopment Loan Amounts of all Redevelopment Loans issued in connection with the Mixed Use Redevelopment Project and all Projects within the Mixed Use Redevelopment Project Area, as modified pursuant to this Amendment, including without limitation, Redevelopment Loan Amounts for Redevelopment Loans connected with Improvements described in this Amendment, subject to any potential subsequent increase and Adjusted Maximum Redevelopment Loan Amount in accordance with the Redevelopment Agreement or Amended Redevelopment Plan. The Maximum Redevelopment Loan Amount set forth in this subsection 2f shall supersede the Maximum Redevelopment Loan Amount set forth in the Initial Redevelopment Agreement or Redevelopment Plan. Any Aggregate Phase I Minimum shall be adjusted by CDA. Eligible Expenses shall include without limitation TIF issuance costs and fees of the CDA or City.

3. Taxes. CDA in prior actions including Resolution No. 16-084 and Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area (“Amendment No. 1”), found, determined, and designated such Area, which includes without limitation the Mixed Use Redevelopment Project Area and does not exceed 600 acres, as appropriate for one or more renewal projects, a community redevelopment area, and eligible for imposition of an occupation tax, to be carried out by the City in one or more actions or phases from time to time to specify enhanced employment area boundaries and levies therein, which findings, determinations, and designations CDA hereby ratifies, affirms and approves. CDA and City intend that ultimately each area of the 84th Street Redevelopment Area will be within boundaries of one or more designated enhanced employment areas, with the designations to occur in one or more phases or actions determined by the City in its sole discretion. An initial enhanced employment area as designated in the Second Amendment to Subdivision Agreement is approved (“84th Street Enhanced Employment Area 1”), which area includes without limitation the City Centre Property and Event Venue Property. Not in limitation of the foregoing, Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, each with respect to all real property or interests that it now or hereafter directly or indirectly has or owns or shall have or own within such 84th Street Enhanced Employment Area 1, hereby consents and agrees to the designation of boundaries and to designation of 84th Street Enhanced Employment Area 1 as an enhanced employment area. The parties further consent and agree to the classifications of businesses, users of space, or kinds of transactions as reasonable and to the impositions and levies of general business occupation taxes within 84th Street Enhanced Employment Area 1 as set forth in the Second Amendment to Subdivision Agreement (“84th Street Enhanced Employment Area 1 GBOT” or “Area 1 GBOT”) for the purpose of paying all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation, all costs and expenses of the City or CDA in connection with payment, funding, refunding, reimbursing,

financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or CDA in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each agrees that (i) further notice or consent of any such party pursuant to Neb. Rev. Stat. section 18-2119(2) or otherwise shall not be required before or otherwise in connection with any action of the City or CDA to adopt, implement or carry out 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or this Section 3, including without limitation, any action to designate the enhanced employment area or to adopt, implement, levy, collect, pledge, apply, or use proceeds of general business occupation taxes, and (ii) it shall not directly or indirectly challenge or contest, or support or encourage any other person or entity to challenge or contest, 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or any such action of City or CDA. Approval of this Amendment by CDA and approval of the Second Amendment to Subdivision Agreement by City shall be deemed an agreement of CDA and City as to designation of 84th Street Enhanced Employment Area 1 and imposition and levy of the Area 1 GBOT therein, among the other matters set forth in the respective amendments.

City Council of City, in connection with approval of Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, determined that applicable requirements of Neb. Rev. Stat. Section 18-2116(2) were satisfied, which determination the parties hereby ratify, affirm, and approve in connection with this Amendment and designation of 84th Street Enhanced Employment Area 1, based on the following as Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each represents and warrants to the CDA, effective as of the date of this Amendment through its recordation with the Sarpy County Register of Deeds:

- a. Together they hold fee title and all other interests of or to all real property within 84th Street Enhanced Employment Area 1, with the exception of utility easements of record, public right of way, or real property owned by the City of La Vista;
- b. New investment within such 84th Street Enhanced Employment Area 1 will result in at least twenty new employees and new investment of at least five million dollars, or otherwise satisfy applicable requirements of Neb. Rev. Stat. Section 18-2116(2); and
- c. Any business within the area described in subsection “a” above that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months.

Except to the limited extent expressly provided in the Initial Redevelopment Agreement with respect to tax increment financing, Redeveloper, One Percent, Mammoth, Car Wash,

City Centre I, and E&W each agrees that it shall not directly or indirectly challenge or contest, or encourage any other person or entity to challenge or contest, any property tax valuation in the 84th Street Redevelopment Area or City taxes or revenues, including without limitation any general business or other occupation taxes, property taxes, or local option sales taxes. This Section 3 shall supersede and replace subsection 3.9.1 of the Initial Redevelopment Agreement in its entirety, and this Amendment shall be recorded, shall survive all closings, and shall be binding on all City Centre Property and Event Venue Property, and all rights or interests therein, and on Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

4. Further Actions. The parties will cooperate in such conveyances, replats, and other actions with respect to real property, improvements, and matters described in this Amendment, on terms satisfactory to the parties involved in the conveyances and other actions, and satisfaction of the City with respect to any replats, and in accordance with applicable laws and regulations, with any conveyances of real property to be by equivalent exchanges or other sufficient consideration as agreed, subject to satisfaction of any applicable statutory procedures, conditions, or other requirements.
5. Other.
 - a. All provisions of the Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment, and the provisions of this Amendment supersede and control over any provisions of the Redevelopment Agreement that are contrary to or inconsistent with this Amendment. Except as modified by this Amendment, terms and conditions of the Redevelopment Agreement shall continue in effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Redevelopment Agreement, the terms of this Amendment shall govern and control.
 - b. “Lot” or “Lots” shall mean and refer to Lots 1 through 17 and Outlots A through C, La Vista City Centre, as originally platted, or as subsequently replatted pursuant to Replat 1, Replat 2, Replat 3, or any further replats from time to time approved by the City and recorded in Sarpy County.
 - c. Notwithstanding anything in this Amendment, Amended Redevelopment Plan or Amended Subdivision Agreement to the contrary, all improvements and all acquisitions and conveyances of all real property and interests therein as the CDA determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Plan or Amended Subdivision Agreement are authorized and approved, including, without limitation, acquisitions and conveyances of Additional Property for Public Improvements, Surplus Property, or other property or interests as determined or agreed by the City or CDA, subject to such surveys, requirements, consideration, and terms and conditions as the City or CDA determines necessary or advisable.
 - d. Phase I Improvements are deemed modified consistent with this Amendment.

e. All modifications, additions, and subtractions of and to the Mixed Use Redevelopment Project and corresponding redevelopment plan for the Mixed Use Redevelopment Project Area, and contemplating and including all actions and participation of the City or CDA as provided herein or subsequently determined by the City or CDA necessary or appropriate to carry out the project or plan, to the fullest extent permitted by applicable law, are hereby made, authorized and approved. Not in limitation of the foregoing, CDA and City, for itself or on behalf of the other, each shall be authorized to take any action as necessary or appropriate for the Mixed Use Redevelopment Project, including without limitation, any Demolition and Site Preparation or funding within the Mixed Use Redevelopment Project Area. Any easements granted by any party under or pursuant to the Redevelopment Agreement or Original Subdivision Agreement shall be deemed modified, amended, and extended to include such easements with respect to such property within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area as the parties determine necessary to carry out this Amendment, the Amended Subdivision Agreement, Amended Subdivision Agreement, or Amended Redevelopment Plan.

f. Boundaries of the Mixed Use Redevelopment Project Area. Boundaries of the Mixed Use Redevelopment Project Area are modified to incorporate additional areas in connection with Improvements described in this Amendment. As modified, boundaries of the Mixed Use Redevelopment Project Area are depicted in Exhibit 2(c), and shall include such other areas in the vicinity that the City Engineer or his designee determines necessary or appropriate for such improvements.

g. 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 Redevelopment Plan, the parts of which that are involved in the Event Venue, Office Building, and other improvements pursuant to this Amendment are set forth in Exhibit 5(g) and generally include areas recently cleared of obsolete and deteriorating improvements pursuant to Amendment No. 1 in the vicinity of northern areas of the former Brentwood Crossing shopping center and southern portions of the former City golf course to be exchanged in consideration for parcels needed for public improvements, which portions shall be part of the Mixed Use Redevelopment Project Area and used for the Mixed Use Redevelopment Project.

h. 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 Redevelopment Plan. A preliminary land-use plan showing proposed uses of parts of the Mixed Use Redevelopment Project Area involved in this Amendment is provided in Exhibit 5(h). The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of mixed use redevelopment project, as modified by this Amendment, 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.

i. 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 Amended 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.

j. 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 Redevelopment Plan. Proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in connection with the Event Venue, Office Building, or this Amendment are preliminarily projected to include the changes described or depicted in Exhibit 5(j). Except as may be provided elsewhere in this Amendment, the Amended 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 to building codes or ordinances or planning. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry out this Amendment and parts of the projects approved herein, 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 (j), or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

k. Site Plan of Mixed Use Redevelopment Project Area. A preliminary site plan of the Mixed Use Redevelopment Project Area is contained in the Redevelopment Plan. A preliminary site plan including parts of the Mixed Use Redevelopment Project Area involved in this Amendment is contained in Exhibit 2. 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.

l. 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 Redevelopment Plan. The kind and number of additional public facilities or utilities which will be required to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment after redevelopment are preliminarily projected to include facilities and utilities described or depicted in Exhibit 5(l). 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.

m. Building requirements. Except as otherwise provided by agreement of the

CDA and Redeveloper in accordance with 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.

n. Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the Amended Subdivision Agreement, or Amended Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, as modified by this Amendment, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map, subject to adoption of an amendment incorporating Redevelopment Plan Amendment No. 2.

o. Certifications. Event Venue Redeveloper, Redeveloper, Car Wash, City Centre I, and E&W each hereby certifies the following to the CDA:

i. 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 for a project located or to be located within the redevelopment project area;

ii. 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

iii. No such application has been approved under the Nebraska Advantage Act.

p. Document Retention. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W consent to the Amended Redevelopment Plan and each shall retain copies of all supporting documents that are associated with the Amended Redevelopment Plan or Mixed Use Redevelopment Project 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, One Percent, Mammoth, Car Wash, City Centre I, or E&W, as the case may be, that provides support for receipts or payments associated with the division of taxes.

q. 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 received 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.

r. 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 Amended Redevelopment Plan,

which shall include the acquisition, financing and construction by Event Venue Redeveloper and Redeveloper of the improvements described herein.

s. 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.

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

u. Improvements described in this Amendment shall be in addition to other improvements described in the Redevelopment Agreement.

v. This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on:

- (1) Grant of \$3.0 million or such other amount determined by the City, awarded and distributed under the City's Economic Development Program in such form and on such terms and conditions as approved by the City, to or for the benefit of Event Venue Redeveloper or any related entity for the Event Venue, subject to compliance with any applicable procedural or other requirements and a perpetual right of City or its designee to use Event Venue each calendar year on days that events are not previously scheduled for events of Event Venue Redeveloper, for a total of not less than ten days per year, fully staffed by Event Venue Redeveloper and at no cost or expense to City or its designee, except actual costs of entertainment and labor, and no markup or profit. If ticket services are used for such events, Event Venue Redeveloper will provide ticket services at no cost or additional charge to City, its designee, or attendees. Such right of use by the City or its designee will be subject to any additional requirements specified in connection with the grant or as agreed in writing by the City and Event Venue Redeveloper. Designated representatives of Event Venue Redeveloper and City, no later than thirty days after this Amendment is executed, will develop a process for identifying and reserving dates of use each year pursuant to this subsection that is satisfactory to such representatives, which process will be subject to revision from time to time as the representatives mutually agree; and
- (2) Satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

w. Notwithstanding anything 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 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 Amended Subdivision Agreement, or the Amended 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, the Community Development Law, and 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, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the Amended 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 Amended 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 sources of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment or the Amended Redevelopment Plan, Redevelopment Agreement (as amended), or Amended Subdivision Agreement, 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 any redevelopment projects, improvements, works, costs, or expenses under this Amendment or the Amended Redevelopment Plan, Amended Subdivision Agreement, or Redevelopment Agreement, as amended from time to time

x. 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.

y. 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 person or entity gaining or claiming any interest or lien within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area, including without limitation City Centre Property and Event Venue Property, as either Area shall be modified pursuant to this Amendment, the Amended Subdivision Agreement, Amended Redevelopment Plan, or otherwise from time to time. Immediately after this Amendment is executed, Redeveloper shall record 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 Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, or E&W, or by any affiliated person or entity, within the Mixed Use Redevelopment Project Area or Public Improvement Redevelopment Project Area, as modified pursuant to this Amendment or the Amended Subdivision Agreement, including without limitation City Centre Property and Event Venue Property.

z. Recitals at the beginning of this Amendment and all documents, instruments, and Exhibits referenced in this Amendment are incorporated into this Amendment by reference.

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

bb. Redeveloper, One Percent, Mammoth, Car Wash, City Centre I, and E&W each consents and agrees to, and agrees to be bound by, this Amendment and the Redevelopment Agreement as modified by this Amendment, as well as the Amended Redevelopment Plan and the Amended Subdivision Agreement.

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

dd. Redeveloper, One Percent, Mammoth and any entities formed in connection with the Event Venue shall be jointly and severally liable with respect to obligations, requirements, and performance applicable to Event Venue or Event Venue Redeveloper.

ee. 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 or Event Venue 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.

ff. Authorized Representative - Event Venue Redeveloper. The authorized representative and address of Event Venue Redeveloper for purposes of notice shall be Redeveloper at the address specified in the Redevelopment Agreement.

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

hh. Improvements described in this Amendment or in the Second Amendment to Subdivision Agreement shall be additional and supplemental and shall not reduce, restrict, or limit other improvements prescribed within the Mixed Use Redevelopment Project Area or the Public Improvement Redevelopment Project Area.

**[Remainder of Page Intentionally Left Blank.
Signature Pages to Follow.]**

LA VISTA COMMUNITY DEVELOPMENT AGENCY:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

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

ONE PERCENT PRODUCTIONS, LLC,
a Nebraska limited liability company

By:_____

Name: _____

Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, _____ by _____, _____ of One Percent Productions, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

MAMMOTH, INC.,
a Kansas corporation

By:_____

Name: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, ____by _____, _____ of Mammoth, Inc., a Kansas corporation, on behalf of said corporation.

[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 I, 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 I, 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 Second Amendment to Redevelopment Agreement above, ("Leased/Secured Property"), for itself and for all of its successors and assigns, hereby consents and agrees to the Second 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 Second Amendment to Redevelopment Agreement.

Dated this _____ day of _____, _____.

_____, a _____

By _____

Its _____

STATE OF _____)

)ss.

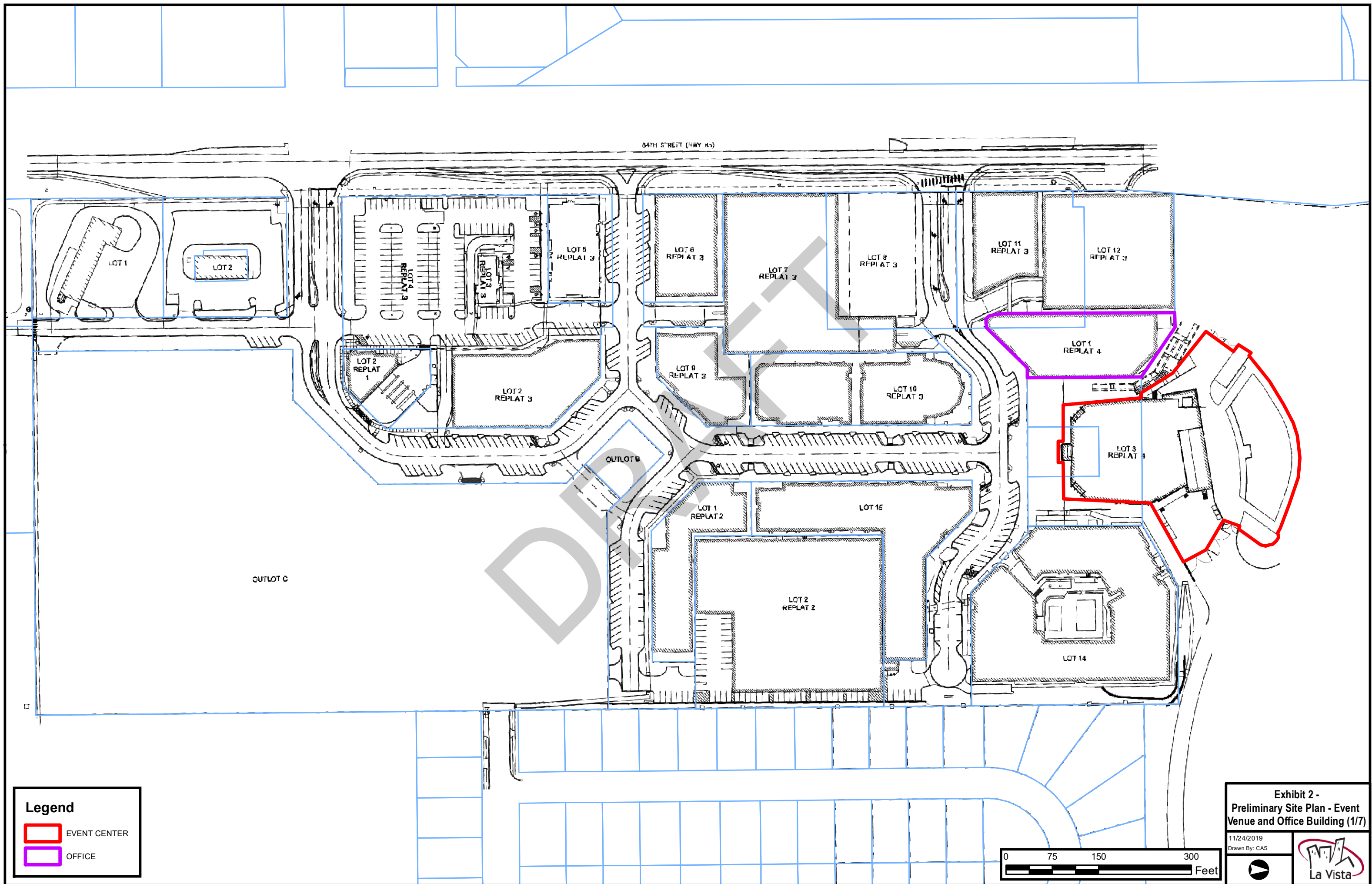
COUNTY OF _____)

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

Notary Public

Mixed Use Redevelopment Project
Event Venue

Exhibit 2



Legend

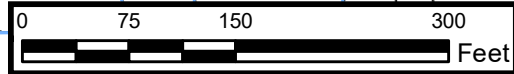
 EVENT CENTER

 OFFICE

Exhibit 2 -
Preliminary Site Plan - Event
Venue and Office Building (1/7)

11/24/2019
Drawn By: CAS

 La Vista



Mixed Use Redevelopment Project

Event Venue

Additional Description

The Event Venue at a minimum shall have dimensions and features as described below, and an indoor capacity of approximately 2,400 persons and outdoor capacity of approximately 5,000 persons.

The Event Venue shall be available for use of the City or its designee for various City events. More specifically:

1. The City or its designee in perpetuity will have the option each calendar year, to use the Event Venue and related parking on days when other events are not previously scheduled for events of the Event Venue Redeveloper, for a total of not less than (10) days each year (together “City Events”). Use of the Event Venue for City Events will be provided fully staffed by the Event Venue Redeveloper and at no cost or expense to the City or its designee, except for actual costs of entertainment and labor, with no markup or profit; and
2. If tickets are used for City Events, Event Venue Redeveloper would provide ticket services, including ticket orders, sales, issuance, processing, and customer service, at no cost or additional charge to the City, its designee, or attendees.

Any acoustics or other issues of outdoor events at the Event Venue will be addressed in a conditional use permit, if required, or other manner satisfactory to the City of La Vista. Operating parameters for outdoor events will be established by the City, including without limitation the number of events, times, and decibel levels permitted. For example, the following ending times are preliminarily proposed for outdoor events:

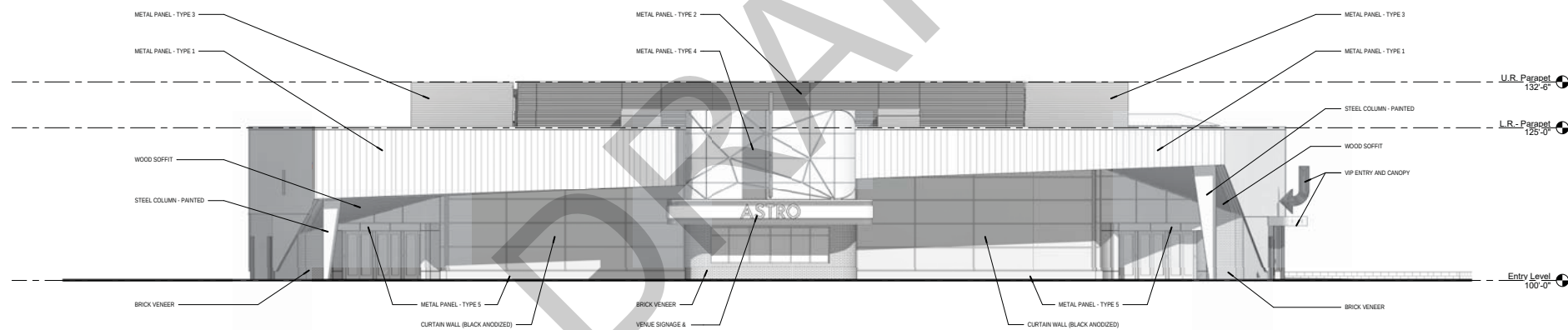
- a. Sunday through Thursday Nights: Ending all amplified sound by 10:30 pm.
- b. Friday and Saturday Nights: Ending all amplified sound by 11pm.

Exhibit 2

Exhibit 2
(2/7)



SOUTH ELEVATION - COLORED



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGRAL COLOR: WOOD
	METAL PANEL - TYPE 1 2" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x8) INTERGRAL COLOR: PEWTER

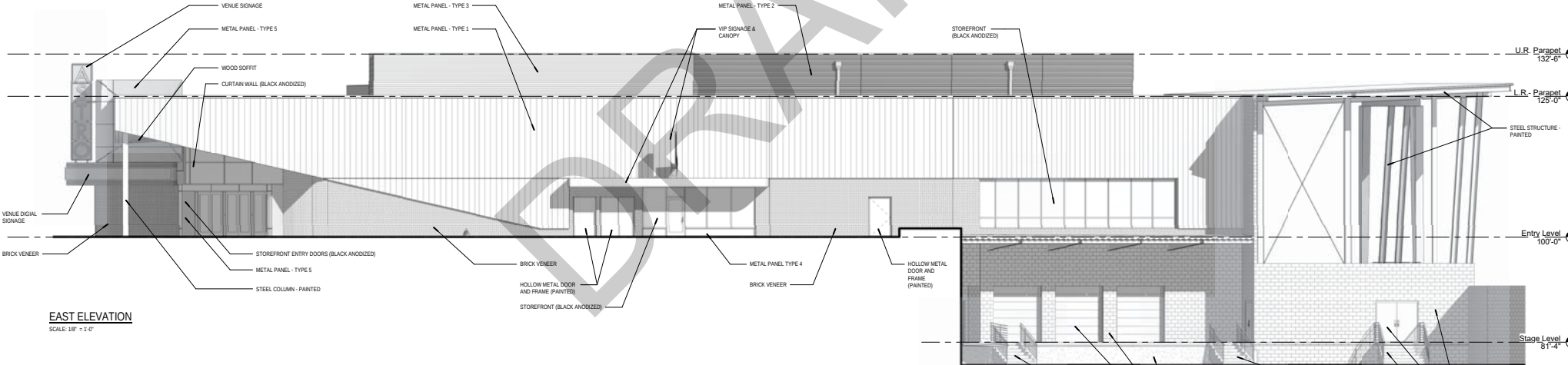
ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Exhibit 2
(3/7)



EAST ELEVATION - COLORED

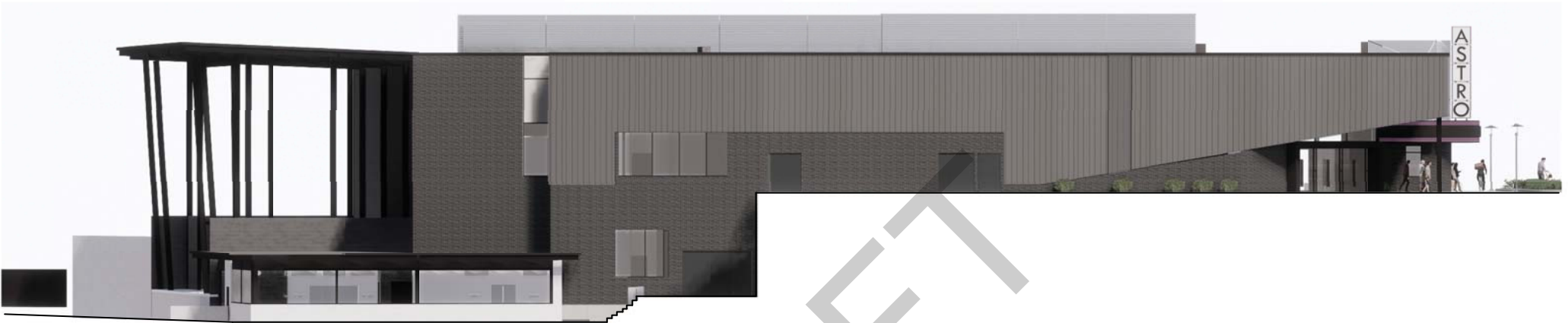


EAST ELEVATION
SCALE: 1/8" = 1'-0"

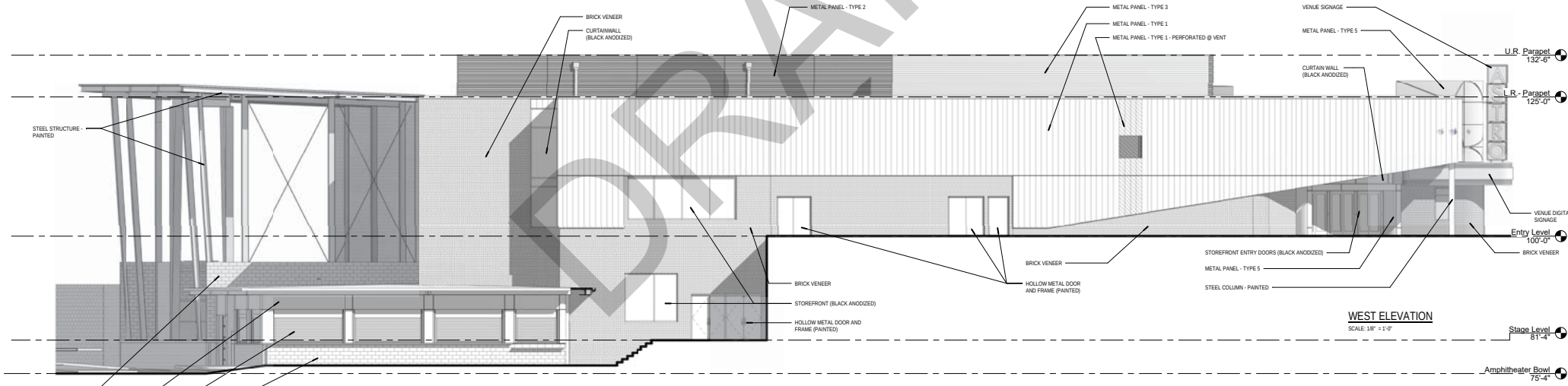
	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 1 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x8) INTERIOR COLOR: WOOL
	METAL PANEL - TYPE 1 1/2" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 1/2" FLUSH FACE PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x8) & VENIER (8x4x8) INTERIOR COLOR: PEWTER

ASTRO THEATER
Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Exhibit 2
(4/7)



WEST ELEVATION - COLORED



WEST ELEVATION

SCALE: 1/8" = 1'-0"

- CMU BLOCK - TYPE 2
- METAL PANEL - TYPE 4
- STEEL ROLL UP DOOR - PAINTED
- CMU BLOCK - TYPE 1

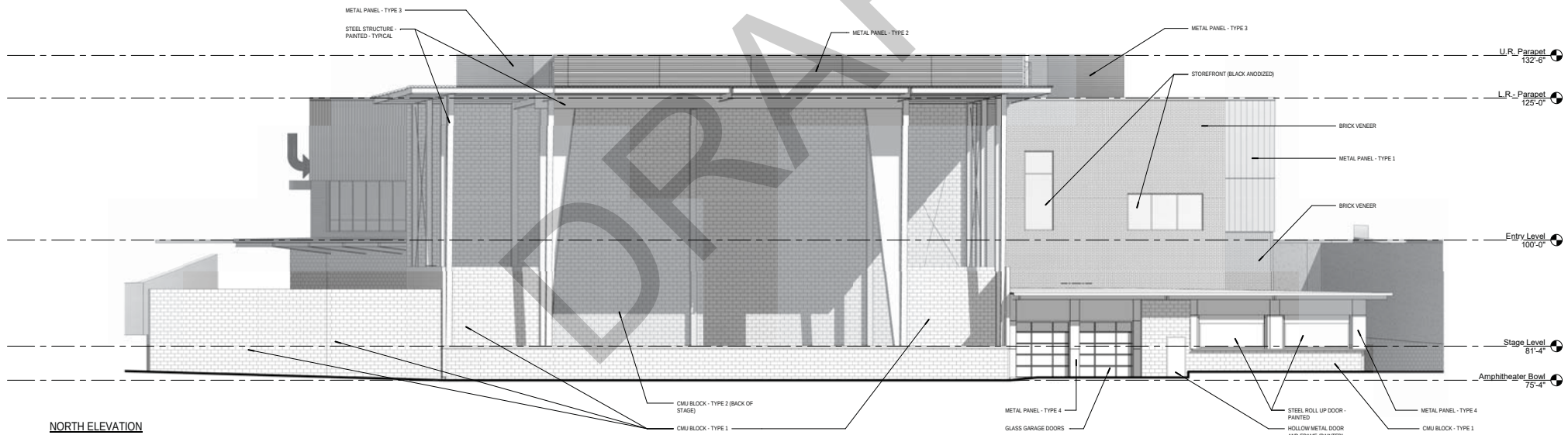
	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERIOR COLOR: WOOD
	METAL PANEL TYPE 1 1 1/2" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) A VENEER (8x4x8) INTERIOR COLOR: PEWTER

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019



NORTH ELEVATION - COLORED



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x16) INTERIOR COLOR: WOOL
	METAL PANEL - TYPE 1 1" OF FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x16) 4 VENEER (8x4x8) INTERIOR COLOR: PEWTER

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Exhibit 2 (6/7)



ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

Office Building Site

Exhibit 2



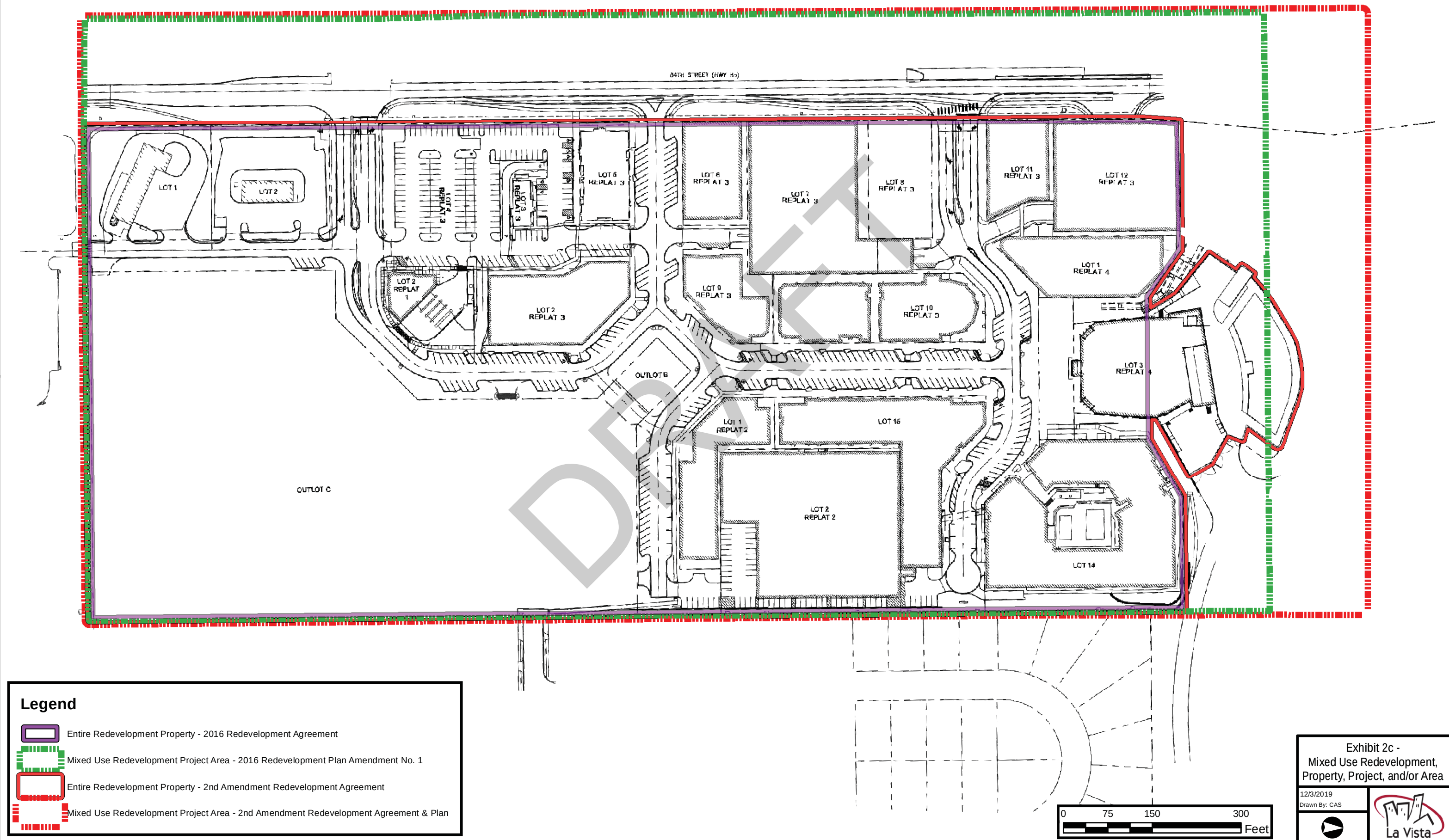
Exhibit 2
Office Building Rendering
(7/7)

11/24/2019
Drawn By: CAS



**Mixed Use Redevelopment Project Area Boundaries, as Adjusted Pursuant to Second
Amendment to Redevelopment Agreement**

Adjusted boundaries of the Mixed Use Redevelopment Project Area pursuant to this Amendment No. 2 are preliminarily described below, provided, however, final boundaries shall be determined by survey and final design of such Event Venue, Office Building, and Transition Area Public Improvements, and adjusted and finalized as the City Engineer determines in his discretion necessary or appropriate to carry out the Amended Redevelopment Plan.



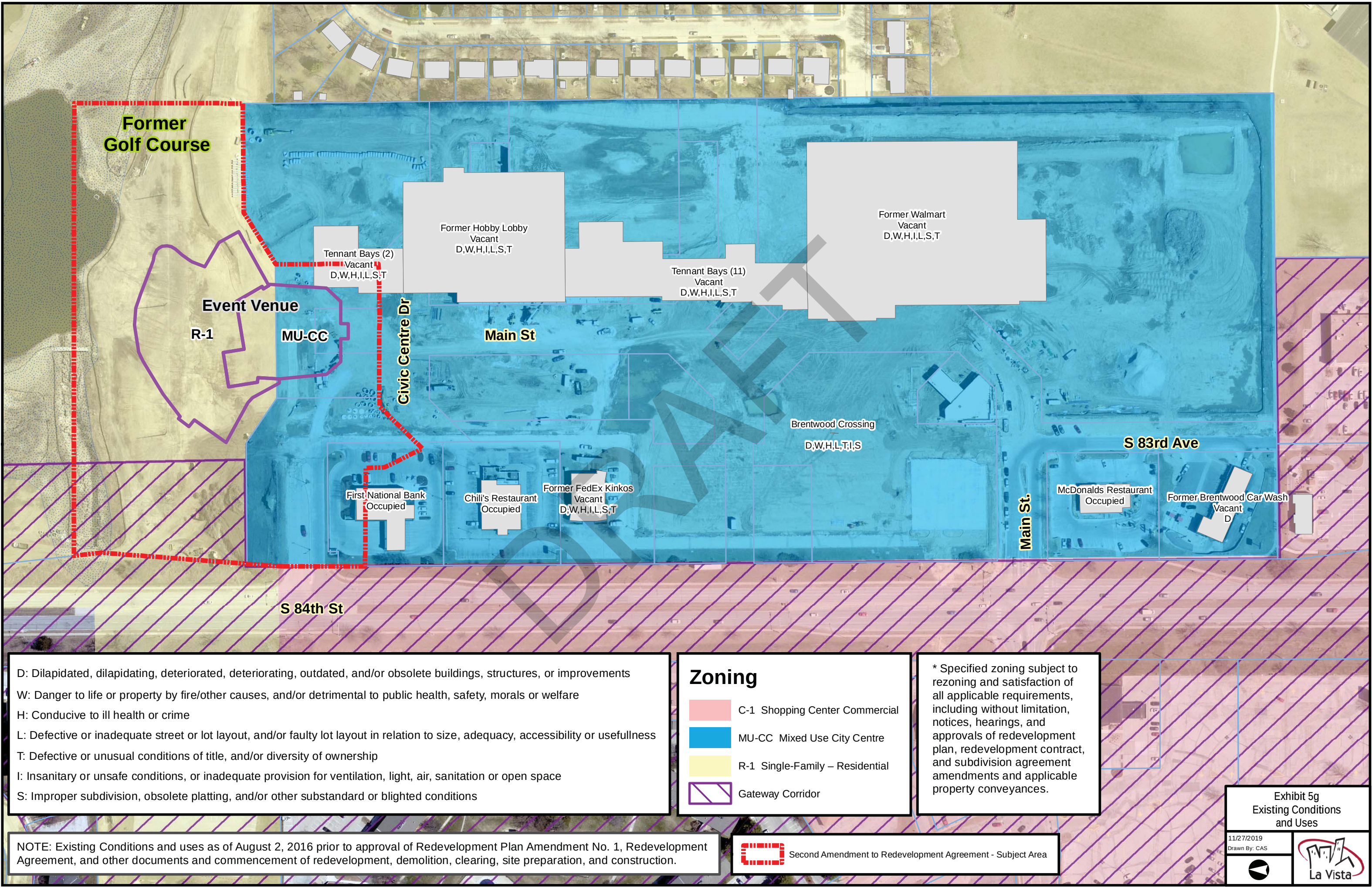
Proposed Replat

Exhibit 2e

Map Showing Existing Conditions and Uses

**Map Showing Existing Conditions and Uses of Parts of Mixed Use Redevelopment Project
Area Involved in Event Venue, Office Building and Other Improvements Pursuant to
Second Amendment to Redevelopment Agreement**

Exhibit 5(g)



D: Dilapidated, dilapidating, deteriorated, deteriorating, outdated, and/or obsolete buildings, structures, or improvements
W: Danger to life or property by fire/other causes, and/or detrimental to public health, safety, morals or welfare
H: Conducive to ill health or crime
L: Defective or inadequate street or lot layout, and/or faulty lot layout in relation to size, adequacy, accessibility or usefulness
T: Defective or unusual conditions of title, and/or diversity of ownership
I: Insanitary or unsafe conditions, or inadequate provision for ventilation, light, air, sanitation or open space
S: Improper subdivision, obsolete platting, and/or other substandard or blighted conditions

NOTE: Existing Conditions and uses as of August 2, 2016 prior to approval of Redevelopment Plan Amendment No. 1, Redevelopment Agreement, and other documents and commencement of redevelopment, demolition, clearing, site preparation, and construction.

Zoning

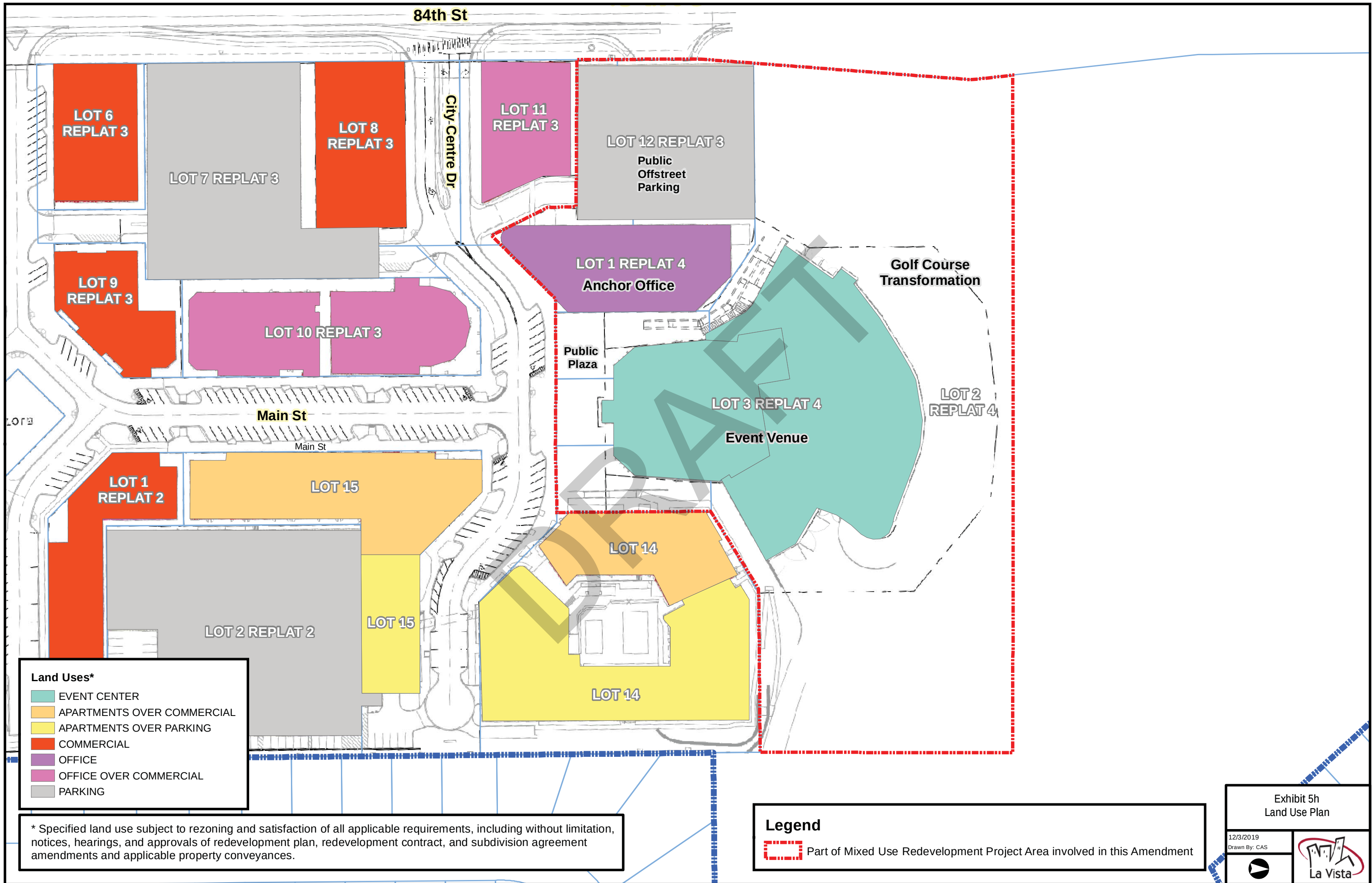
	C-1 Shopping Center Commercial
	MU-CC Mixed Use City Centre
	R-1 Single-Family – Residential
	Gateway Corridor

* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Second Amendment to Redevelopment Agreement - Subject Area

Land-Use Plan Showing Proposed Uses of the Area
Preliminary Land-Use Plan Showing Proposed Uses of Parts of Mixed Use Redevelopment
Project Area Involved in Second Amendment to Redevelopment Agreement

Exhibit 5(h)

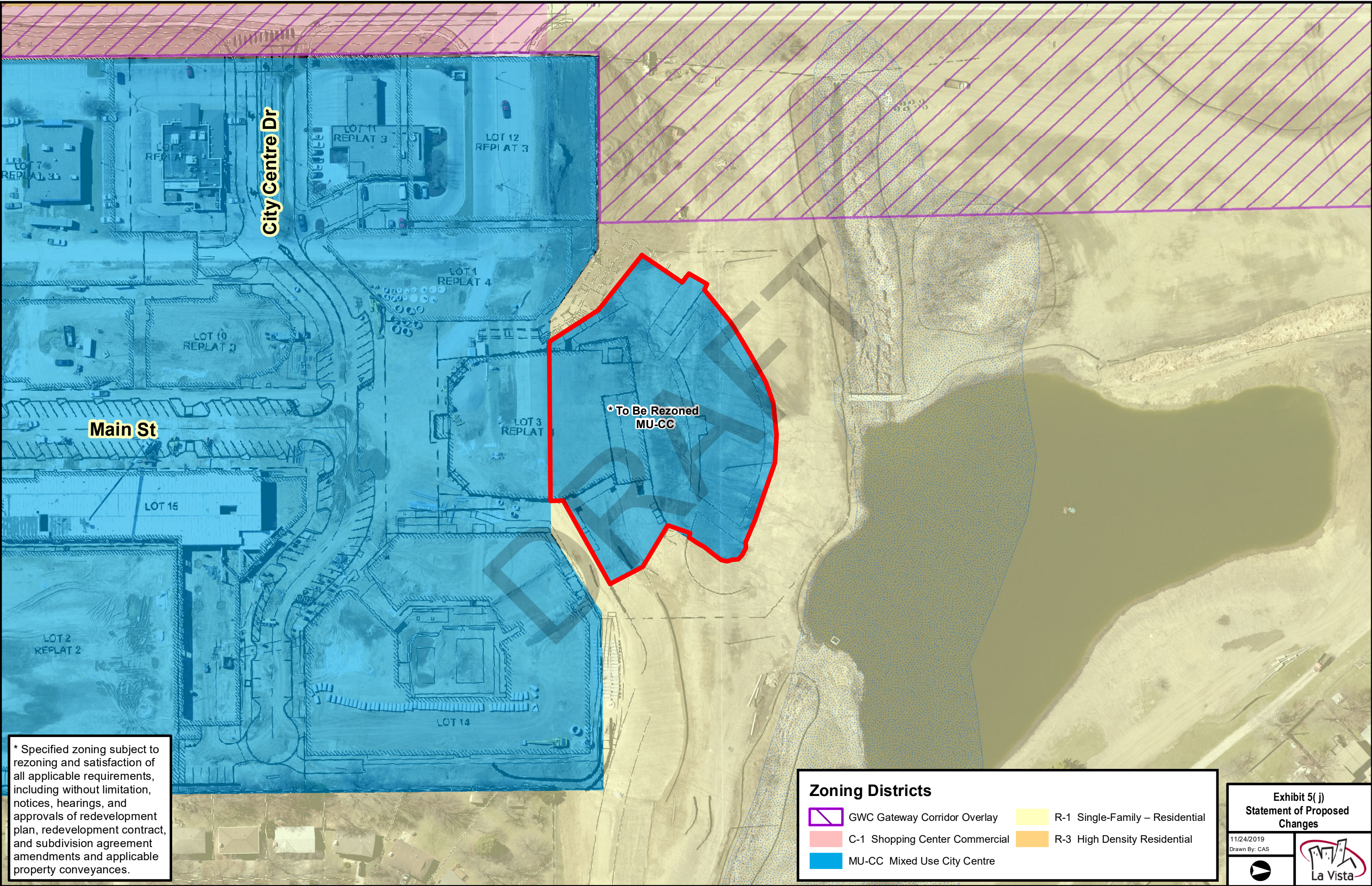


* Specified land use subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Statement of Proposed Changes in Zoning, Streets, or Building Codes

**Preliminary Statement of Proposed Changes in Zoning Ordinances or Maps, Street
Layouts, Street Levels or Grades, Building Codes or Ordinances, or Planning Changes in
Connection with Event Venue, Office Building or Second Amendment to Redevelopment
Agreement**

Exhibit 5(j)



* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Zoning Districts

- | | |
|--|---|
|  GWC Gateway Corridor Overlay |  R-1 Single-Family – Residential |
|  C-1 Shopping Center Commercial |  R-3 High Density Residential |
|  MU-CC Mixed Use City Centre | |

Site Plan of Mixed Use Redevelopment Project Area
Preliminary Site Plan Including Parts of the Mixed Use Redevelopment Project Area
Involved in Second Amendment to Redevelopment Agreement

See Exhibit 2 for Preliminary Site Plan

Exhibit 5(k)

Statement of Additional Public Facilities or Utilities

Preliminary Statement of Kind and Number of Additional Public Facilities or Utilities Required to Support New Land Uses in Parts of the Mixed Use Redevelopment Project Area Involved in Second Amendment to Redevelopment Agreement After Redevelopment

The kind and number of additional public facilities or utilities required to support new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment after redevelopment, in addition to Redeveloper Public Improvements or any other facilities or improvements within such Area as described or depicted in the Amended Subdivision Agreement, are preliminarily projected to include without limitation:

- Public street, emergency vehicle, and right of way construction and improvements, including sidewalks, on-street or other public parking, lighting and signage within the Mixed Use Redevelopment Project Area;
- Public pedestrian ways, stairs, and ramps;
- Public plazas, shelters, and recreational, restroom, concession, and other public areas, facilities, or improvements;
- Public utilities work or projects, including without limitation, sanitary sewer relocation, sanitary or storm sewer improvements, along with water, power, gas, data, and communication facilities within the Mixed Use Redevelopment Project Area, as the City Engineer determines necessary or appropriate;
- Public streetscape improvements, landscaping improvements, façade enhancements, retaining walls or other retention structures; and
- Construction of public parking lots, facilities, or other structures.

Exhibit 5(l)

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

SECOND AMENDMENT TO SUBDIVISION AGREEMENT

This Second Amendment to Subdivision Agreement (the "Amendment") is entered into as of the Effective Date specified in Section 9cc below by and between the City of La Vista, a Nebraska municipal corporation ("City"), La Vista City Centre, LLC, a Nebraska limited liability company, ("Subdivider"), One Percent Productions, L.L.C., a Nebraska limited liability company, ("One Percent"), Mammoth, Inc., a Kansas corporation authorized to do business in Nebraska, ("Mammoth") (together Subdivider, One Percent, and Mammoth sometimes are referred to herein as "Event Venue Subdivider"), La Vista Car Wash LLC, a Nebraska limited liability company ("Car Wash"), City Centre I LLC, a Nebraska limited liability company, ("City Centre I"), and E&W Holdings, LLC, a Nebraska limited liability company ("E&W").

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. To eliminate and prevent recurrence of the substandard and blighted area, the Mayor and City Council in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area, as amended in 2016 by Amendment No. 1 and providing for a Mixed Use Redevelopment Project and tax increment financing ("TIF") in response to a redevelopment application ("Redevelopment Application") submitted by Subdivider with the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by Ordinance No. 1167 ("CDA"), and a Public Improvement Redevelopment Project ("Redevelopment Plan"), which Redevelopment Plan included indoor and outdoor event center, amphitheater, and other private and public improvements.

B. 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"); and Lots 5 - 12, La Vista City Centre and Lot 1, La Vista City Centre Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City

Upon Recording Please Return To:

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

Centre Replat 3 (“Replat 3”). Lot ownership is as follows:

- (i) La Vista Car Wash, as successor of LVCC, owns: Lot 1, La Vista City Centre,
- (ii) Subdivider owns:
 - Lots 2 and 13 and Outlot C, La Vista City Centre,
 - Lot 1, La Vista City Centre Replat 2, and
 - Lots 1, 2, 3, 4, 5, 6, 8, 9, 11 and 12, La Vista City Centre Replat 3. E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat 3, and
- (iii) City Centre I, as successor of LVCC, owns:
 - Lots 14 and 15, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 1, and
 - Lot 10, La Vista City Centre Replat 3 (lots described in subsections “i” through “iii” together are referred to herein as “City Centre Property”); and
- (iv) The City of La Vista owns:
 - Outlots A and B, La Vista City Centre,
 - Lot 2, La Vista City Centre Replat 2, and
 - Lot 7, La Vista City Centre Replat 3.

C. City and Subdivider pursuant to the Redevelopment Plan entered into a Subdivision Agreement dated December 1, 2016 and recorded with the Register of Deeds of Sarpy County, Nebraska on December 2, 2016 as Instrument No. 2016-31244 with respect to the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area (“Original Subdivision Agreement”), as amended by the First Amendment to Subdivision Agreement dated on or about December 19, 2019 in connection with Replat 3 (“First Amendment”) (the Original Subdivision Agreement as amended by the First Amendment together are referred to herein as “Subdivision Agreement”).

D. La Vista City Centre, LLC and CDA pursuant to the Redevelopment Plan entered into a Redevelopment Agreement, dated November 29, 2016, (the “Initial Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended by a First Amendment dated September 19, 2017 (the Initial Redevelopment Agreement as amended by the First Amendment together are referred to herein as “Redevelopment Agreement”).

E. The Mayor and City Council on or about March 3, 2020 adopted Amendment No. 2 to the Redevelopment Plan to provide further specification with respect to certain improvements of the Mixed Use Redevelopment Project and related TIF as proposed in supplements to the Redevelopment Application, and of the Public Improvement Redevelopment Project, including without limitation the indoor and outdoor event venue and anchor office building, and public improvements described in this Amendment (the Redevelopment Plan, as previously amended, together with Amendment No. 2 are referred to herein as the “Amended Redevelopment Plan”), which Amended Redevelopment Plan as on file with the La Vista City Clerk is incorporated into this Amendment by reference and shall be binding on all Event Venue Property (defined infra) and on all City Centre Property, and all rights or interests therein, and on Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and

their respective successors and assigns.

F. La Vista City Centre, LLC, One Percent, Mammoth, and CDA, pursuant to the Amended Redevelopment Plan, entered a Second Amendment to Redevelopment Agreement on or about even date with this Amendment to provide further specification with respect to such Improvements of Subdivider and Event Venue Subdivider pursuant to the Mixed Use Redevelopment Project and related TIF within the Mixed Use Redevelopment Project Area, as modified pursuant to the Second Amendment, including, without limitation, the state of the art indoor and outdoor, best in market specialty performance event venue and related improvements by Event Venue Subdivider on Lot 13, La Vista City Centre, and such other parcels as more specifically described infra as Event Venue Property, at a scale and operated in a manner to draw new performers to the market (“Event Venue”), an anchor Class A office building, preliminarily projected to have at least 90,000 square feet of leasable tenant office space, and related improvements by Subdivider on Lot 1, La Vista City Centre Replat 3 (“Office Building”), and such other Improvements or matters approved by City as set forth in such Second Amendment (the Redevelopment Agreement as amended by the Second Amendment to Redevelopment Agreement together are referred to herein as “Amended Redevelopment Agreement”). The CDA found and determined that such improvements advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted 84th Street Redevelopment Area, and serve additional public purposes of attracting visitors to the 84th Street Redevelopment Area and City, expanding the array of entertainment and employment opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services, which findings the City hereby ratifies, affirms, and approves. Provisions of the Amended Redevelopment Agreement are incorporated herein by this reference and the parties shall be bound by them.

G. Subdivider, One Percent, Mammoth, and City, pursuant to the Amended Redevelopment Plan, desire to enter this Second Amendment to Subdivision Agreement with respect to certain public improvements of the Public Improvement Redevelopment Project. City finds and determines that such public improvements, in the interests of public health, safety, welfare, necessity and convenience, shall be constructed, owned and operated by the City, including, but not limited to, recreational facilities, public right of way, and public off-street parking, for public purposes that include advancement of redevelopment within the 84th Street Redevelopment Area, eliminating and preventing recurrence of the substandard and blighted Area, promoting safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, and providing public amenities for use of the general public. Additionally, Subdivider, One Percent, and Mammoth, together with Car Wash, City Centre I and E&W as successors of Subdivider within the 84th Street Redevelopment Area, desire to consent with respect to designation of such Area as one or more enhanced employment areas pursuant to Neb. Rev. Stat. Section 18-2101 et seq. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as modified pursuant to this Amendment or the Second Amendment to Redevelopment Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, 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 is hereby acknowledged by each of the parties hereto, and intending to be legally bound hereby, the parties amend the Subdivision Agreement and agree as follows:

1. Definitions. Unless otherwise defined in this Amendment or clearly indicated by the context, capitalized terms will have the meanings set forth in the Subdivision Agreement.
2. Subdivider Improvements. As part of Subdivider Improvements and Mixed Use Redevelopment Project, Event Venue Subdivider at its cost will design, construct, own, manage, operate, maintain, replace, and repair the Event Venue, and Subdivider at its cost will design, construct, own, manage, operate, maintain, replace, and repair the Office Building, as preliminarily described or depicted in the Amended Redevelopment Agreement, and any related Subdivider Public Infrastructure, Subdivider Private Infrastructure, or Shared Private Infrastructure, in accordance with the Amended Redevelopment Agreement and this Amendment. Final layout, facilities, improvements, and features of such improvements will be set forth in final Plats and site plans approved by the City, subject to any subsequent additions, subtractions, or changes approved by the City. Design of such improvements shall be subject to approval of the City pursuant to the Amended Redevelopment Agreement. The Event Venue will be constructed as part of Phase I Subdivider Improvements, and minimum investment and minimum uses pursuant to Section 2 of the Original Subdivision Agreement shall be modified accordingly as follows:
 - i. Minimum Investment: Event Venue Subdivider shall spend a minimum of \$20,000,000.00 to acquire, design, construct and equip the Event Venue, excluding land costs. Minimum investment for Phase I Subdivider Improvements as specified in Section 2 of the Original Subdivision Agreement shall increase from \$80,000,000 to \$90,000,000.00.
 - ii. Minimum Uses: Minimum Retail Space of the Minimum Uses shall be modified as follows:
 - a. Phase I Subdivider Improvements:
 - (I) Minimum Retail Space: The minimum Retail Space in Phase I Subdivider Improvements shall remain unchanged at 80,000 square feet, provided, however, square footage of the Event Venue shall be excluded for purposes of determining whether or not such requirement has been satisfied.
 - b. Minimum Retail Space - all phases: Minimum Retail Space required for Phase I Subdivider Improvements and all subsequent phases shall remain unchanged at 180,000 square feet, provided, however, square footage of the Event Venue shall be excluded for purposes of determining whether or not such requirement has been satisfied.
3. Public Improvements. As part of the Public Improvements, the City will acquire additional Property for City Improvements and, except for any improvements provided by Subdivider or any lot owner, City, at its cost or CDA cost, will design, construct, own, operate, and

maintain, as part of the Public Improvement Redevelopment Project within the Public Improvement Redevelopment Project Area in the vicinity of the transition from mixed use to recreational improvements and such other areas as specified, public improvements or work as preliminarily described or depicted in Exhibits 3-1 and 3-2, and such other work, improvements, or requirements as the City Engineer from time to time may determine necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan (“Transition Area Public Improvements”); provided, however, construction of public offstreet parking facilities on Lot 7, La Vista City Centre Replat 3 previously was provided under and authorized in connection with the Original Subdivision Agreement. All public improvements, works, and actions as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan are authorized. Facilities, features, components, designs, quantities, requirements, and locations of Transition Area Public Improvements to be constructed will be subject to final plans and specifications and any additions, subtractions, or modifications as the City Administrator, City Engineer or her or his designee from time to time determines necessary or appropriate.

i. Additional Property for Public Improvements. The City will acquire additional Property for City Improvements as preliminarily described or depicted in Exhibit 3(i)-1 and such other property, rights, or interests from time to time as the City Administrator or City Engineer or her or his designee from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan (“Additional Property for Public Improvements”); provided, however, acquisition of property in the vicinity of City Centre Drive previously was provided under and authorized in connection with the Original Subdivision Agreement. Parcels, locations, boundaries, quantities, requirements, and interests of or in Additional Property for Public Improvements will be determined by the City Administrator or City Engineer or her or his designee, subject to final plans, specifications, and surveys, and any additions, subtractions, or modifications as she or he from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan. Acquisition of Additional Property for Public Improvements, and all acquisitions and conveyances of all property, property rights, title or interests, or portions thereof or therein, that the City Administrator or City Engineer or her or his designee determines are necessary or appropriate to carry out or otherwise in connection with the Transition Area Public Improvements, Public Improvement Redevelopment Project, this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan, are authorized and deemed to be necessary or incidental to the Public Improvement Redevelopment Project, proper clearance, development, or redevelopment of the substandard and blighted 84th Street Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted Area. Not in limitation of the foregoing provisions of this subsection 3(i), Additional Property for Public Improvements preliminarily described or depicted in Exhibit 3(i)-1 and having a preliminary estimated cost of approximately \$1.1 million (excluding the cost of any such property the acquisition of which previously was authorized in connection with the Original Subdivision

Agreement), plus any additional costs agreed by the City Administrator, City Engineer, or her or his designee, shall be acquired by cash, exchange of property, or such other consideration as determined sufficient consideration by the City Administrator, City Engineer, or her or his designee, pursuant to negotiated agreement or such other method as she or he approves. Provided, City property preliminary described or depicted in Exhibit 3(i)-2 has been taken out of use, no longer is needed by City for public uses, purposes, or plans and shall be available and conveyed in exchange for Additional Property for Public Improvements, along with any other property or consideration as the City Administrator or City Engineer on behalf of the City or CDA designates or determines appropriate. All real property and interests therein to be conveyed in exchange for additional property the City or CDA requires to carry out this Amendment, the Amended Redevelopment Agreement or the Amended Redevelopment Plan is referred to in this Amendment as "Surplus Property". Parcels, locations, boundaries, quantities, requirements, and interests of or in Surplus Property will be determined by the City Administrator or City Engineer or her or his designee, subject to final plans, specifications, and surveys, and any additions, subtractions, or modifications as she or he from time to time determines necessary or appropriate. Conveyance of Surplus Property preliminarily described or depicted in Exhibit 3(i)-2 shall be subject to the condition that such property, together with Lot 13, La Vista City Centre, (such Surplus Property and Lot 13 together, as replatted pursuant to Section 4 below, referred to herein as "Event Venue Property") shall be jointly and solely used for construction, operation, and continued use of and as the Event Venue in accordance with the Amended Redevelopment Plan, which is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law and eliminating and preventing recurrence of the substandard and blighted area; the failure of which condition shall allow the City at its option to resume title to such property. The City by approving this Amendment hereby finds and determines that such Surplus Property is exchanged for fair value for uses in accordance with the Amended Redevelopment Plan, provided, however, the City Administrator or City Engineer, or her or his designee, on behalf of the City shall take into account and give consideration to uses and purposes required by such Amended Redevelopment Plan, restrictions upon, and covenants, conditions, and obligations assumed by the redeveloper of such property, the objectives of such Amended Redevelopment Plan for the prevention of the recurrence of substandard and blighted areas, and any other matters as the City, the City Administrator, City Engineer or its, her or his designee shall specify as being appropriate in the public interest or to carry out the Community Development Law. Other consideration, if any, may include cash at closing at a price per square foot determined by the City Engineer or his designee in accordance with applicable law. In fixing selling prices and any Surplus Property or other consideration to be exchanged for additional property the City or CDA requires to carry out this Amendment, the City Administrator, City Engineer or her or his designee on behalf of the City shall give consideration to appraisals of such property for uses in accordance with the Amended Redevelopment Plan made by land experts employed by the City or CDA. The parties, by executing this Amendment, agree that any Surplus Property or Additional Property for Public Improvements shall be conveyed by warranty deed or other instrument satisfactory to the City Administrator or City Engineer, free of encumbrances except as set forth in this Amendment or otherwise acceptable or approved before closing. Any purchase

agreements, closings, or conveyances for property to be exchanged shall be in, at and on such form, content, times, terms and conditions as satisfactory to the City Administrator or City Engineer, subject to satisfaction of any applicable provisions of the Amended Redevelopment Plan, laws, regulations or other guidance.

ii. Estimated Costs for Transition Area Public Improvements. Preliminary estimated cost of Transition Area Public Improvements is set forth in Exhibit 3(ii), in addition to the cost of Additional Property for Public Improvements, as preliminarily estimated above. Final requirements and costs of the Additional Property for Public Improvements and Transition Area Public Improvements will be subject to (i) approval of the City, or the City Engineer or City Administrator or his or her designee, or otherwise in accordance with any applicable agreement, instrument, laws or regulations, and (ii) final plans, specifications, and any additions, subtractions, or modifications from time to time as the City Engineer, City Administrator, or his or her designee from time to time determines necessary or appropriate.

iii. Notwithstanding anything in this Amendment to the contrary, any requirement with respect to the Public Improvement Redevelopment Project at the election of the City or CDA may be financed, funded, and carried out by the City or CDA based on any authority and utilizing any taxes, funds, sources, resources, authority, or structures whatsoever of or available to the City or CDA under the Community Development Law or any other applicable laws.

4. Replats and Final Plans. A proposed replat in connection with improvements described in this Amendment is attached hereto as Exhibit 4. Improvements described in this Amendment shall be subject to one or more Subsequent Replats as the City Engineer determines necessary or appropriate and approved by the City Council. Replats, final site plans and designs, boundaries, dimensions, components, and features in connection with the Transition Area Public Improvements preliminarily described in this Amendment or other improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the Subdivision Agreement as amended by this Amendment, the Amended Redevelopment Agreement, or applicable laws or regulations, as such Amendment, Subdivision Agreement, Amended Redevelopment Agreement, or laws or regulations might be amended from time to time. Improvements described in this Amendment or the Amended Redevelopment Agreement shall be subject to closing on all real property conveyances in accordance with applicable laws as Subdivider, Event Venue Subdivider, and City Engineer determine necessary or appropriate. Before the City releases any plat or replat for recording, Subdivider or Event Venue Subdivider shall provide for recording all easements that the City or CDA requires, as determined by the City Engineer to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans and designs, boundaries, dimensions, components, and features of improvements are preliminarily described in this Amendment and shall be subject to adjustment and finalization as the City Engineer determines necessary or appropriate to carry out the Amended Redevelopment Plan.
5. Subdivider Infrastructure. As part of the Subdivider Shared Infrastructure or Subdivider Public Infrastructure, Subdivider and Event Venue Subdivider at their cost shall design, construct, operate, repair, replace and maintain the additional improvements specified in

Exhibit 5 (“Additional Subdivider Infrastructure Improvements”) as part of Phase I Subdivider Improvements, except to the extent performed by the Association pursuant to the CCRs. A preliminary cost estimate to design and construct said infrastructure improvements is included in Exhibit 5. Before the City releases any plat or replat for recording, Subdivider or Event Venue Subdivider shall provide (i) a copy of the amendment to the CCRs adding responsibilities of the Association with respect to the Additional Subdivider Infrastructure Improvements to the satisfaction of the City Engineer, and (ii) a surety bond satisfactory to the City Engineer in the amount of 110% of the total estimated cost to design and construct Additional Subdivider Infrastructure Improvements.

6. Schedule.

- i. Construction of Event Venue by Event Venue Subdivider, and construction of Transition Area Public Improvements by City, with the exception of Additional Public Parking Facilities on Lot 12, as described in Exhibit 3-2, are anticipated to begin at or about the same time in the first half of 2020. Event Venue Subdivider will complete and open to the public for business the Event Venue, and the City will construct and complete the Transition Area Public Improvements preliminarily described or depicted in Exhibits 3-1 and 3-2 for public use, with the exception of Additional Public Parking Facilities on Lot 12, according to schedules established by the City Engineer and the representative of Event Venue Subdivider in accordance with this Amendment. For this purpose, the representative of Event Venue Subdivider shall be Chris Erickson. Grand Opening will be achieved for the Event Venue no later than Grand Opening of Phase I Subdivider Improvements. Transition Area Public Improvements, with the exception of Additional Public Parking Facilities on Lot 12, shall be substantially completed by City and available for use of the public by the Grand Opening.
- ii. Construction of the Office Building by Subdivider shall begin and be completed and available for occupancy on and within such dates and timeframes as determined by the City Engineer and Subdivider.
- iii. Construction of Additional Public Parking Facilities on Lot 12 will commence upon satisfaction of applicable conditions specified in Exhibit 3-2.
- iv. City, Event Venue Subdivider, and Subdivider will cooperate and coordinate design and phasing of construction of their respective improvements pursuant to this Amendment for the work to be phased, commenced, and completed in an efficient and timely manner in accordance with this Amendment

7. Taxes. CDA in prior actions including Resolution No. 16-084 and Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area (“Amendment No. 1”) found, determined, and designated the 84th Street Redevelopment Area, which includes the Public Improvement Redevelopment Project Area and does not exceed 600 acres, as appropriate for one or more renewal projects, a community redevelopment area, and eligible for imposition of an occupation tax, to be carried out by the City in one or more actions or phases from time to time to specify enhanced employment area boundaries and

levies therein, which findings, determinations, and designations CDA subsequently ratified, affirmed, and approved. CDA and City intend that ultimately each area of the 84th Street Redevelopment Area will be within boundaries of one or more designated enhanced employment areas, with the designations to occur in one or more phases or actions determined by the City in its sole discretion. An initial enhanced employment area described in or determined in accordance with Exhibit 7(1) is approved ("84th Street Enhanced Employment Area 1"), which area includes without limitation the City Centre Property and Event Venue Property. Not in limitation of the foregoing, Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, each with respect to all real property or interests therein that it now or hereafter directly or indirectly has or owns or shall have or own within such 84th Street Enhanced Employment Area 1, hereby consents and agrees to the designation of boundaries and to designation of 84th Street Enhanced Employment Area 1 as an enhanced employment area. The parties further consent and agree to the classifications of businesses, users of space, or kinds of transactions as reasonable and to the impositions and the levies of general business occupation taxes within 84th Street Enhanced Employment Area 1 as provided in Exhibit 7(2) ("84th Street Enhanced Employment Area 1 GBOT" or "Area 1 GBOT") for the purpose of paying all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation all costs and expenses of CDA or City in connection with payment, funding, refunding, reimbursing, financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or CDA in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee. Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each agrees that (i) further notice or consent of any such party pursuant to Neb. Rev. Stat. section 18-2119(2) or otherwise shall not be required before or otherwise in connection with any action of the City or CDA to adopt, implement or carry out 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or this Section 7, including without limitation, any action to designate the enhanced employment area or to adopt, implement, levy, collect, pledge, apply, or use proceeds of general business occupation taxes, and (ii) it shall not directly or indirectly challenge or contest, or support or encourage any other person or entity to challenge or contest, 84th Street Enhanced Employment Area 1, the Area 1 GBOT, or any such action of City or CDA. Approval of this Amendment by City and approval of the Second Amendment to Redevelopment Agreement by CDA shall be deemed an agreement of City and CDA as to designation of 84th Street Enhanced Employment Area 1 and imposition and levy of the Area 1 GBOT therein, among the other matters set forth in the respective amendments

City Council of City, in connection with approval of Amendment No. 1 to the Redevelopment Plan for the 84th Street Redevelopment Area, determined that applicable requirements of Neb. Rev. Stat. Section 18-2116(2) were satisfied, which determination

the parties hereby ratify, affirm, and approve in connection with this Amendment and designation of 84th Street Enhanced Employment Area 1, based on the following as Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each represents and warrants to the City, effective as of the date of this Amendment through its recordation with the Sarpy County Register of Deeds:

- a. Together they hold fee title and all other interests of or to all real property within 84th Street Enhanced Employment Area 1, with the exception of utility easements of record, public right of way, or real property owned by the City of La Vista;
- b. New investment within such 84th Street Enhanced Employment Area 1 will result in at least twenty new employees and new investment of at least five million dollars, or otherwise satisfy applicable requirements of Neb. Rev. Stat. Section 18-2116(2); and
- c. Any business within the area described in subsection “a” above that has one hundred thirty-five thousand square feet or more and annual gross sales of ten million dollars or more shall provide an employer-provided health benefit of at least three thousand dollars annually to all new employees who are working thirty hours per week or more on average and have been employed at least six months.

Except to the limited extent expressly provided in the Initial Redevelopment Agreement with respect to tax increment financing, Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each agrees that it shall not directly or indirectly challenge or contest, or encourage any other person or entity to challenge or contest, any property tax valuation in the 84th Street Redevelopment Area or City taxes or revenues, including without limitation any general business or other occupation taxes, property taxes, or local option sales taxes. This Section 7 shall supersede and replace provisions of Section 18 of the Original Subdivision Agreement in its entirety, and this Amendment shall be recorded, shall survive all closings, and shall be binding on all City Centre Property and Event Venue Property, and all rights or interests therein, and on Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W, and each of them and their respective successors and assigns.

8. Further Actions. The parties will cooperate in such conveyances, replats, and other actions with respect to real property, improvements, and matters described in this Amendment, on terms satisfactory to the parties involved in the conveyances and other actions, and satisfaction of the City with respect to any replats, and in accordance with applicable laws and regulations, with any conveyances of real property to be by equivalent exchanges or other sufficient consideration as agreed, subject to satisfaction of any applicable statutory procedures, conditions, or other requirements.
9. Other.
 - a) All provisions of the Subdivision Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment, and the provisions of this Amendment supersede and control over any provisions of the Subdivision Agreement that are contrary to or inconsistent with this Amendment. Except as modified by this Amendment, terms and conditions of the Subdivision Agreement shall continue in effect. In the event of any inconsistencies between the terms of this Amendment and any terms of the Subdivision Agreement, the terms of this Amendment shall govern and control.

- b) "Lot" or "Lots" shall mean and refer to Lots 1 through 17 and Outlots A through C, La Vista City Centre, as originally platted, or as subsequently replatted pursuant to Replat 1, Replat 2, Replat 3, or any further replats from time to time approved by the City and recorded in Sarpy County.
- c) Notwithstanding anything in this Amendment, Amended Redevelopment Plan or Amended Redevelopment Agreement to the contrary, all improvements and all acquisitions and conveyances of all real property and interests therein as the City from time to time determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan are authorized and approved, including, without limitation, the Transition Area Public Improvements and acquisitions and conveyances of Additional Property for Public Improvements, Surplus Property, or other property or interests as determined or agreed by the City or CDA, subject to such surveys, requirements, consideration, and terms and conditions as the City or CDA determines necessary or appropriate.
- d) Obligations of the City to acquire Additional Property for Public Improvements or commence or construct Transition Area Public Improvements will be subject to Event Venue Subdivider and Subdivider providing Financial Commitments, Financial Information, and Commitments in connection with the Event Venue and Office Building to the satisfaction of the City Administrator or her designee.
- e) Phase I Improvements are deemed modified consistent with this Amendment.
- f) All modifications, additions, and subtractions of and to the Public Improvement Redevelopment Project and corresponding redevelopment plan for public improvements in the Public Improvement Redevelopment Project Area, and contemplating and including all actions and participation of the City or CDA as provided herein or subsequently determined by the City or CDA necessary or appropriate to carry out the project or plan, to the fullest extent permitted by applicable law, are hereby made, authorized and approved. Not in limitation of the foregoing, City and CDA, for itself or on behalf of the other, each shall be authorized to take any action as necessary or appropriate for the Public Improvement Redevelopment Project, including without limitation, acquisition, construction, or funding of any other public improvements within the Public Improvement Redevelopment Project Area. Any easements granted by any party under or pursuant to the Subdivision Agreement or Redevelopment Agreement shall be deemed modified, amended, and extended to include such easements with respect to such property within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area as the parties determine necessary to carry out this Amendment, the Amended Redevelopment Agreement, Amended Subdivision Agreement, or Amended Redevelopment Plan.
- g) Boundaries of the Public Improvement Redevelopment Project Area. Boundaries of the Public Improvement Redevelopment Project Area are the same as set forth in the Redevelopment Plan. Parts of the Public Improvement Redevelopment Project Area involved in the Transition Area Public Improvements pursuant to this Amendment are

depicted in Exhibit 9(g), and shall include such other areas in the vicinity that the City Engineer or his designee determines necessary or appropriate for such improvements.

- h) 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 Redevelopment Plan. A map showing existing conditions and uses of parts of the Public Improvement Redevelopment Project Area involved in the Transition Area Public Improvements pursuant to this Amendment is provided in Exhibit 9(h), and generally includes areas recently cleared of obsolete and deteriorating improvements in the vicinity of northern areas of the former Brentwood Crossing shopping center and southern portions of the former City golf course.
- i) 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 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 9(i). 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.
- j) 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 Amended 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.
- k) 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 Redevelopment Plan. Proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in connection with Transition Area Public Improvements or this Amendment are preliminarily projected to include the changes described or depicted in Exhibit 9(k). Except as may be provided elsewhere in this Amendment, the Amended Redevelopment Plan, or by agreement of the CDA and Redeveloper in a redevelopment contract, or by the City in any other agreement or action, changes are not otherwise being proposed at this time to building codes or ordinances or planning. That being said, if any changes subsequently are determined by the City or CDA to be necessary or appropriate to carry

out this Amendment and parts of the projects approved herein, 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 (k), or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

- l) Site Plan of Public Improvement Redevelopment Project Area. A preliminary site plan of the Public Improvement Redevelopment Project Area is contained in the Redevelopment Plan. A preliminary site plan including parts of the Public Improvement Redevelopment Project Area involved in this Amendment is contained in Exhibit 9(l). 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.
- m) 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 Redevelopment Plan. The kind and number of additional public facilities or utilities which will be required to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment after redevelopment are preliminarily projected to include facilities and utilities described or depicted in Exhibit 9(m). 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.
- n) Building Requirements. Except as otherwise provided by agreement of the CDA and Redeveloper in accordance with the Amended 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.
- o) Subject to any changes to zoning or the future zoning map described in or in connection with this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan, zoning of the Property is consistent with the Future Zoning Map and accommodates the Public Improvement Redevelopment Project, as modified by this Amendment, and the Future Zoning Map generally is in conformance with the Comprehensive Plan, subject to adoption of an amendment to incorporate the Amended Redevelopment Plan, and specifically the Future Land Use Map.
- p) This Amendment shall be subject to and carried out in accordance with the Amended Redevelopment Plan.
- q) Improvements described in this Amendment shall be in addition to other improvements described in the Subdivision Agreement.
- r) This Amendment shall be subject to definitive documents satisfactory to the parties to such documents, and conditioned on
 - i) Grant of \$3.0 million or such other amount determined by the City, awarded and

distributed under the City's Economic Development Program in such form and on such terms and conditions as approved by the City, to or for the benefit of Event Venue Subdivider or any related entity for the Event Venue, subject to compliance with any applicable procedural or other requirements and a perpetual right of City or its designee to use the Event Venue each calendar year on days that events are not previously scheduled for events of Event Venue Subdivider, for a total of not less than ten days per year, fully staffed by Event Venue Subdivider and at no cost or expense to City or its designee, except actual costs of entertainment and labor, and no markup or profit. If ticket services are used for such events, Event Venue Subdivider will provide ticket services at no cost or additional charge to City, its designee, or attendees. Such right of use by the City or its designee will be subject to any additional requirements specified in connection with the grant or as agreed in writing by the City and Event Venue Subdivider. Designated representatives of Event Venue Subdivider and City, no later than thirty days after this Amendment is executed, will develop a process for identifying and reserving dates of use each year pursuant to this subsection that is satisfactory to such representatives, which process will be subject to revision from time to time as the representatives mutually agree; and

ii) Satisfaction of applicable processes and requirements of applicable laws and regulations with respect to the matters described in this Amendment.

s) 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 Amended Redevelopment Agreement, or the Amended 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, the Community Development Law, and 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 Amended 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 Amended 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 or the Amended Redevelopment Plan, Subdivision Agreement (as amended), or Amended Redevelopment Agreement, 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 Amended Redevelopment Plan, Amended Redevelopment Agreement, or Subdivision Agreement, as amended from time to time.

- t) 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.
- u) 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, including without limitation City Centre Property and Event Venue Property, as either Area shall be modified pursuant to this Amendment, the Amended Redevelopment Agreement, Amended Redevelopment Plan, or otherwise from time to time. Immediately after this Amendment is executed, Subdivider shall record 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 Subdivider, One Percent, Mammoth, Car Wash, City Centre I, or E&W, or by any affiliated person or entity, within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area, as modified pursuant to this Amendment or the Amended Redevelopment Agreement, including without limitation City Centre Property and Event Venue Property.
- v) Recitals at the beginning of this Amendment and all documents, instruments, and Exhibits referenced in this Amendment are incorporated into this Amendment by reference.
- w) Headings are for convenience only and shall not be used in construing meaning.
- x) Subdivider, One Percent, Mammoth, Car Wash, City Centre I, and E&W each consents and agrees to, and agrees to be bound by, this Amendment and the Subdivision Agreement as modified by this Amendment, as well as the Amended Redevelopment Plan and the Amended Redevelopment Agreement.
- y) This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which counterparts together shall constitute one and the same instrument.

- z) Subdivider, One Percent, Mammoth and any entities formed in connection with the Event Venue shall be jointly and severally liable with respect to obligations, requirements, and performance applicable to Event Venue or Event Venue Subdivider.
- aa) This Amendment shall be subject to consent of all tenants and holders of security interests with respect to any party's interest in real property in 84th Street Enhanced Employment Area 1, 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.
- bb) Authorized Representative - Event Venue Subdivider. The authorized representative and address of Event Venue Subdivider for purposes of notice shall be Subdivider at the address specified in the Original Subdivision Agreement.
- cc) Effective Date. This Amendment shall be effective on the date of the last party to execute it ("Effective Date").
- dd) Improvements described in this Amendment or in the Second Amendment to Redevelopment Agreement shall be additional and supplemental and shall not reduce, restrict, or limit other improvements prescribed within the Public Improvement Redevelopment Project Area or Mixed Use Redevelopment Project Area.
- ee)

**[Remainder of Page Intentionally Left Blank.
Signature Pages to Follow.]**

CITY OF LA VISTA:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, CMC

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

ONE PERCENT PRODUCTIONS, 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 One Percent Productions, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

Notary Public

MAMMOTH, INC.,
a Kansas corporation

By:_____

Name: _____

Its: _____

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing Amendment was acknowledged before me this ____day of _____, ____by _____, _____ of Mammoth, Inc., a Kansas corporation, on behalf of said corporation.

[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 I, 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 I, 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 Second 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 Second Amendment to Subdivision Agreement.

Dated this _____ day of _____, _____.

_____, a _____

By _____
Its _____

STATE OF _____)

)ss.

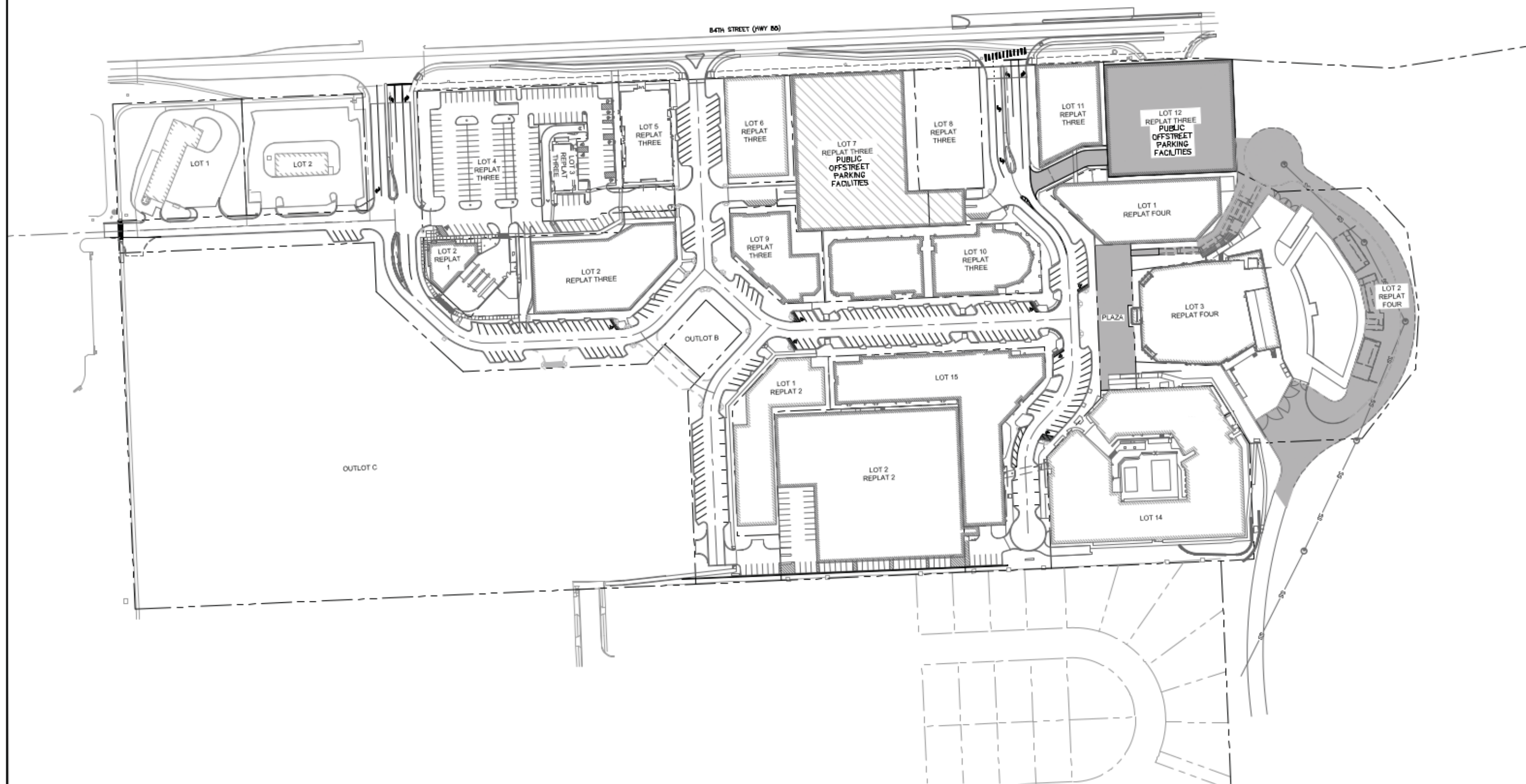
COUNTY OF _____)

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

Notary Public

Public Improvement Redevelopment Project
Transition Area Public Improvements Pursuant to Second Amendment to Subdivision Agreement

Exhibit 3-1



LEGEND



PUBLIC IMPROVEMENTS



PREVIOUSLY APPROVED PER ORIGINAL SUBDIVISION AGREEMENT



CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT

olsson

2111 South 57th Street,
Suite 200
Omaha, NE 68106
TEL 402.341.1116

TRANSITION AREA PUBLIC
IMPROVEMENTS

EXHIBIT
3-1

**Public Improvement Redevelopment Project
Transition Area Public Improvements Pursuant to Second Amendment to Subdivision
Agreement**

Transition Area Public Improvements pursuant to the Second Amendment to the Subdivision Agreement shall include without limitation:

Vicinity of Former Golf Course: Pursuant to City master planning and Amended Redevelopment Plan, the City will continue work and enhancements in the vicinity of the former golf course as it is transformed, including the following, some or all of which may be depicted in Exhibit 3-1:

- Public street, emergency vehicle, and right of way construction and improvements, including sidewalks, on-street or other public parking, lighting and signage within the Public Improvement Redevelopment Project Area
- Public pedestrian ways, stairs, and ramps
- Public plazas, shelters, and recreational, restroom, concession, and other public areas, facilities, or improvements
- Public utilities work or projects, including without limitation, sanitary sewer relocation, sanitary or storm sewer improvements, along with water, power, gas, data, and communication facilities within the Public Improvement Redevelopment Project Area, as the City Engineer determines necessary or appropriate.
- Public streetscape improvements, landscaping improvements, façade enhancements, retaining walls or other retention structures.

Public Offstreet Parking Facilities:

- Construction, as planned, of public offstreet parking garage facilities on Lot 7, La Vista City Centre totaling approximately 485 parking spaces.
- Construction of public offstreet surface parking facilities on Lot 12, La Vista City Centre Replat 3.
- Additional Public Parking Facilities on Lot 12, La Vista City Centre Replat 3. Construction of public offstreet parking garage facilities, increasing total parking on Lot 12, La Vista City Centre Replat 3, to approximately 500 spaces (“Additional Public Parking Facilities on Lot 12”), the timing of which will be determined by the City Administrator and Mayor as they determine necessary or appropriate for safe and uncongested traffic flows through, in and around Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to I-80 and other parts of the metropolitan area, taking into consideration factors such as a binding lease commitment of an anchor office tenant for a term of 10 or more years for the Office Building, or such other factors as the City Administrator and Mayor in their sole discretion determine appropriate, including for example actual and projected pace and volume of redevelopment, traffic, and visitors in and to the area and surrounding vicinity.

Exhibit 3-2

Exhibit 3-2

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 parts of the Public Involvement Redevelopment Project Area involved in this Amendment after redevelopment will include without limitation:

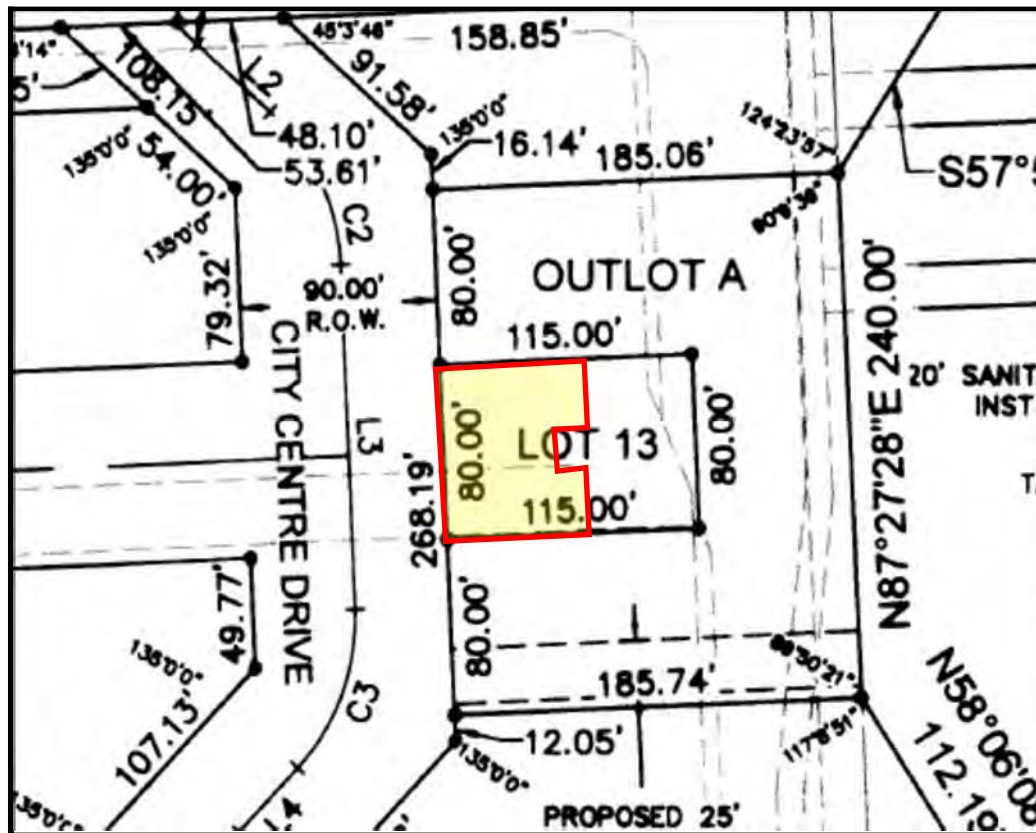
- Sanitary and storm sewer improvements, along with water, power, gas, data and communication facilities within the Public Involvement Redevelopment Project Area;
- New street construction including sidewalks, on-street or other public parking, lighting and signage within the Public Involvement Redevelopment Area;
- Construction of public parking lots, facilities, and other structures;
- Public streetscape improvements, façade enhancements, landscaping improvements, retention structures, public walkways, plazas, and shelters, and recreational, restroom, concession, and other public facilities or improvements.

Public Improvement Redevelopment Project
Additional Property for Public Improvements

Additional real property needed for Transition Area Public Improvements pursuant to the Second Amendment to Subdivision Agreement is preliminarily described or depicted below, the final locations, quantities, dimensions, and boundaries of which, and of any real property or real property interests to be conveyed by the City in exchange, shall be determined by survey and subject to final design, plans and specifications of such Transition Area Public Improvements, the Event Venue, and Office Building, or other work or improvements, and any additions, subtractions, or modifications, as the City Administrator, City Engineer, or her or his designee determines necessary or appropriate to carry out this Amendment, the Amended Redevelopment Agreement, or Amended Redevelopment Plan.

Exhibit 3(i)-1

PARCELA



(PRIVATE TO PUBLIC)

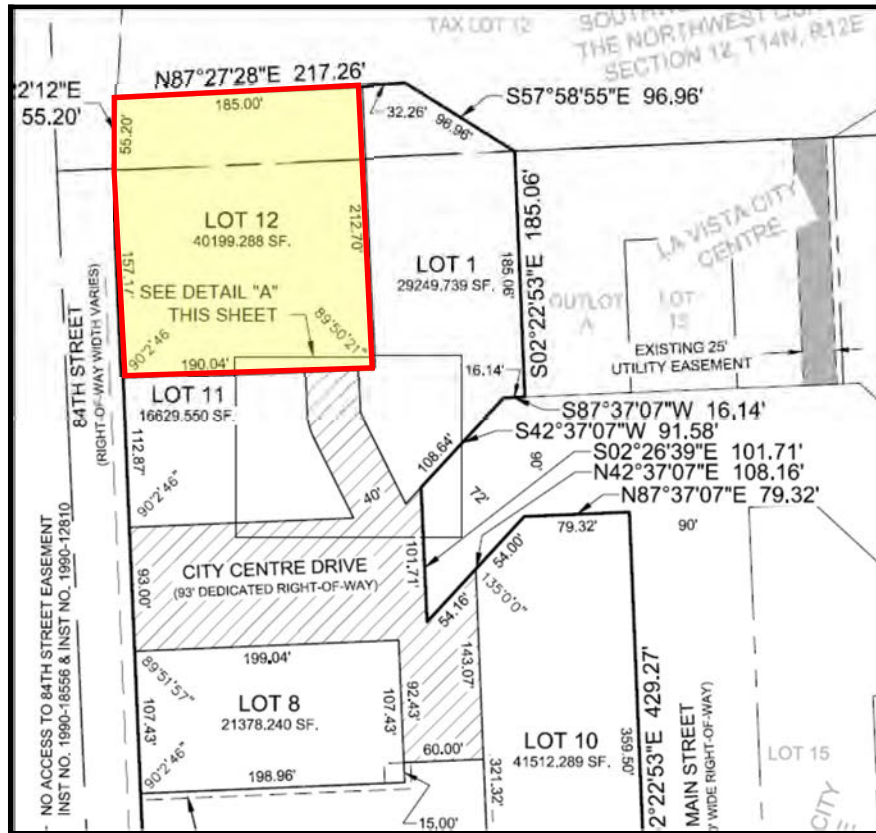
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN CITY CENTRE DRIVE AS DEDICATED BY LA VISTA CITY CENTRE THEATER, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE NORTH RIGHT-OF-WAY LINE OF SAID CITY CENTRE DRIVE ON AN ASSUMED BEARING OF S87°37'07"W, 35.08 FEET TO THE POINT OF BEGINNING; THENCE S02°22'53"E, 58.95 FEET; THENCE S87°37'07"W, 80.00 FEET; THENCE N02°22'53"W, 58.95 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE FOR THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) N87°37'07"E, 22.00 FEET; (2) S02°22'53"E, 8.88 FEET; (3) N87°37'07"E, 35.32 FEET; (4) N02°22'53"W, 8.88 FEET; (5) N87°37'07"E, 22.68 FEET TO THE POINT OF BEGINNING.

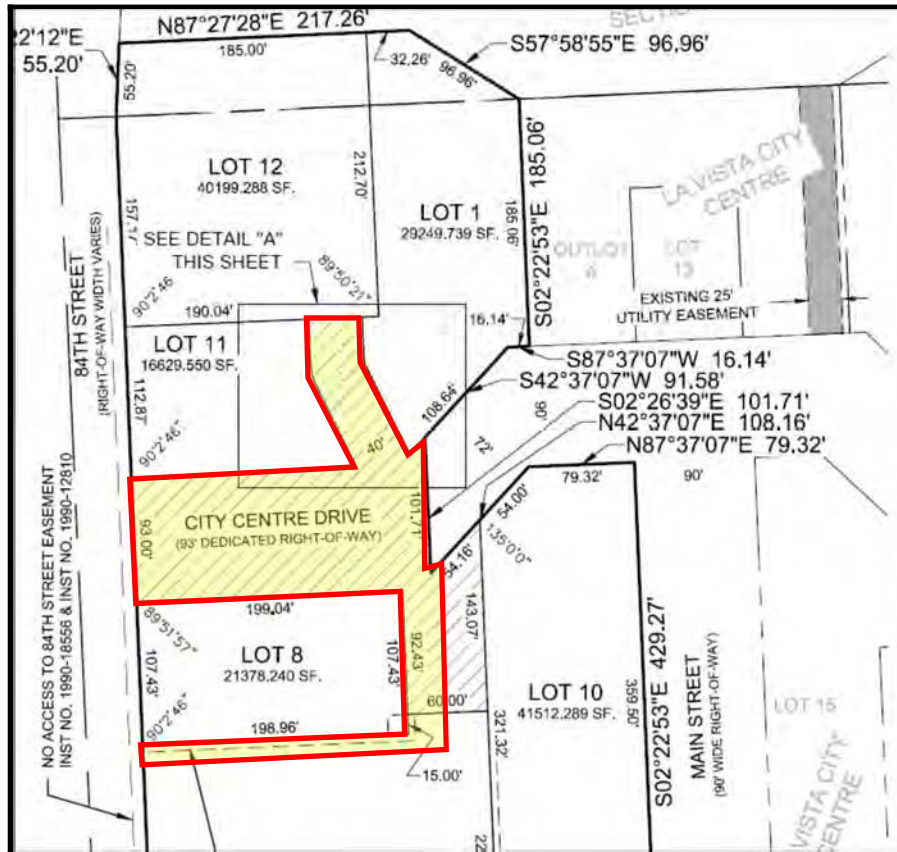
SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 4,403.31 SQUARE FEET OR 0.101 ACRES, MORE OR LESS.

PARCEL B



Lot 12 La Vista City Centre Replat 3, City of La Vista, Sarpy County, NE

PARCEL C



LEGAL DESCRIPTION

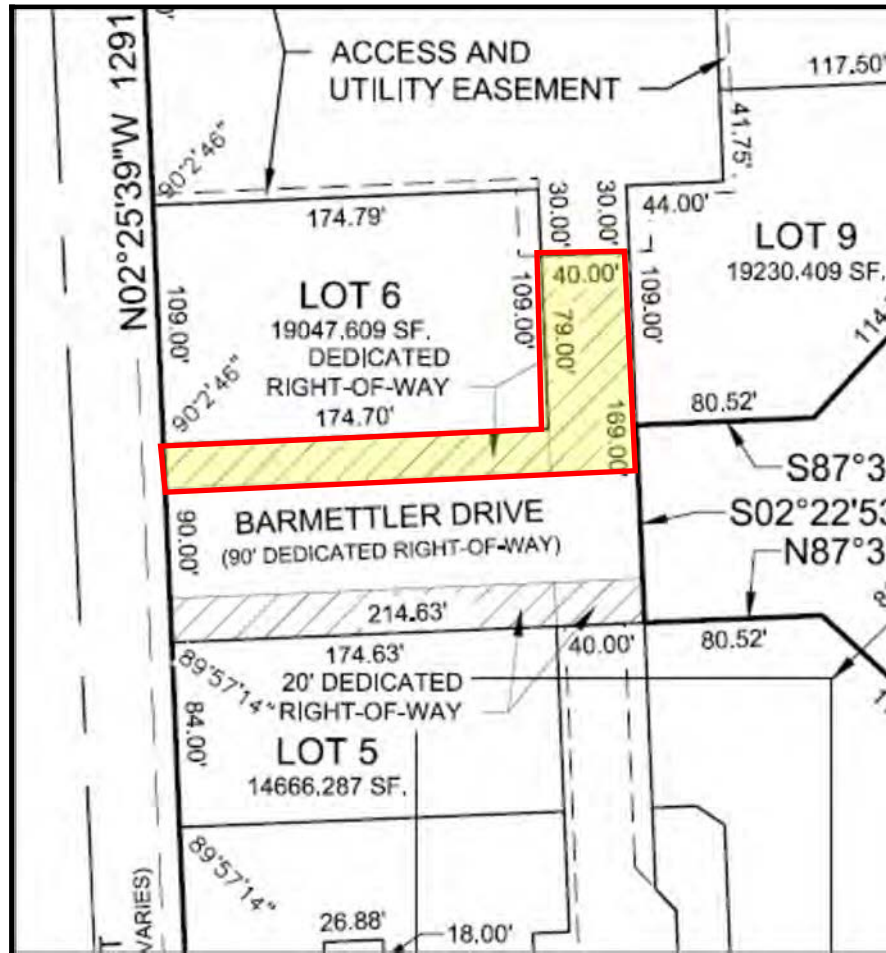
A TRACT OF LAND LOCATED IN A PART OF LOT 7 AND IN A PART OF CITY CENTRE DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 8, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF SAID CITY CENTRE DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTEND ON AN ASSUMED BEARING OF N02°25'39\"W, 93.00 FEET TO A POINT INTERSECTING SAID 84TH STREET AND THE NORTH RIGHT OF WAY LINE OF SAID CITY CENTRE DRIVE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF SAID CITY CENTRE DRIVE, N87°37'07\"E, 168.88 FEET TO THE SOUTHEAST CORNER OF LOT 11, SAID LA VISTA CITY CENTRE REPLAT THREE; THENCE ON THE EAST LINE OF SAID LOT 11 FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N26°24'28\"W, 97.85 FEET TO A POINT OF CURVATURE (2) ON A 45.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 18.87 FEET (LONG CHORD BEARS N14°23'40\"W, 18.73 FEET); (3) N02°22'53\"W, 32.57 FEET TO A POINT ON THE SOUTH LINE OF LOT 12, SAID LA VISTA CITY CENTRE REPLAT THREE; THENCE ON SAID SOUTH LINE OF LOT 12, N87°37'07\"E, 40.00 FEET TO A POINT ON THE WEST LINE OF LOT 1, LA VISTA CITY CENTRE REPLAT FOUR, A PLATTED AND RECORDED SUBDIVISION IN SAID SOUTHWEST QUARTER AND NORTHWEST QUARTER OF SECTION 14; THENCE ON SAID WEST LINE OF LOT 1, LA VISTA CITY CENTRE REPLAT FOUR FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) S02°22'53\"E, 32.57 FEET TO A POINT OF CURVATURE; (2) ON A 5.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 1.06 FEET (LONG CHORD BEARS S14°23'38\"E, 2.08 FEET); (3) S26°24'24\"E, 75.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE, N42°37'07\"E, 17.05 FEET; THENCE S02°26'39\"E, 236.49 FEET; THENCE S87°37'07\"W, 220.82 FEET TO A POINT ON THE WEST LINE OF LOT 7, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID POINT ALSO BEING ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET N02°22'53\"W, 15.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, LA VISTA CITY CENTRE REPLAT THREE; THENCE ON THE SOUTH LINE OF SAID LOT 8, N87°37'07\"E, 198.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8, THENCE N02°22'53\"W, 107.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; SAID POINT ALSO BEING ON SAID SOUTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF CITY CENTRE DRIVE S87°37'07\"W, 199.04 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 31,139.09 SQUARE FEET OR 0.715 ACRES, MORE OR LESS.

* Property previously authorized by Council pursuant to the Subdivision Agreement and Purchase Agreement approved on August 2, 2016.

PARCEL D



LEGAL DESCRIPTION

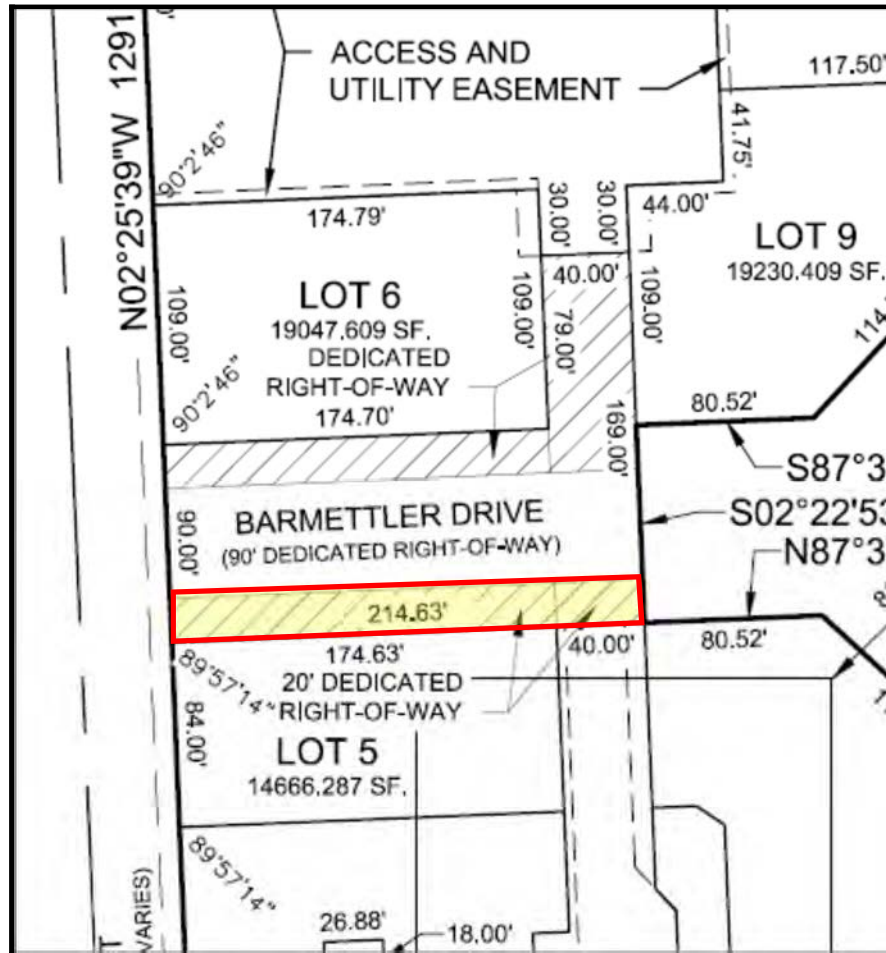
A TRACT OF LAND LOCATED IN BARMETTLER DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE NORTH RIGHT-OF-WAY LINE OF SAID BARMETTLER DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID NORTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE AN ASSUMED BEARING OF N87°37'07"E, 174.72 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6, LA VISTA CITY CENTRE REPLAT THREE; THENCE ON THE EAST LINE OF SAID LOT 6, N02°22'53"W, 79.00 FEET TO A CORNER OF LOT 7, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT ON SAID EAST LINE OF SAID LOT 6; THENCE ON THE SOUTH LINE OF SAID LOT 7 N87°37'07"E, 40.00 FEET TO A CORNER OF SAID LOT 7, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF LOT 9, SAID LA VISTA CITY CENTRE REPLAT THREE; THENCE ON SAID WEST LINE OF LOT 9, S02°22'53"E, 99.00 FEET; THENCE S87°37'07"W, 214.70 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTENDED; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTENDED N02°25'39"W, 20.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 7,454.26 SQUARE FEET OR 0.171 ACRES, MORE OR LESS.

* Property previously authorized by Council pursuant to the Subdivision Agreement and Purchase Agreement approved on August 2, 2016.

PARCELS



(PRIVATE TO PUBLIC)

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN BARMETTLER DRIVE AS DEDICATED BY LA VISTA CITY CENTRE REPLAT THREE, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARP COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

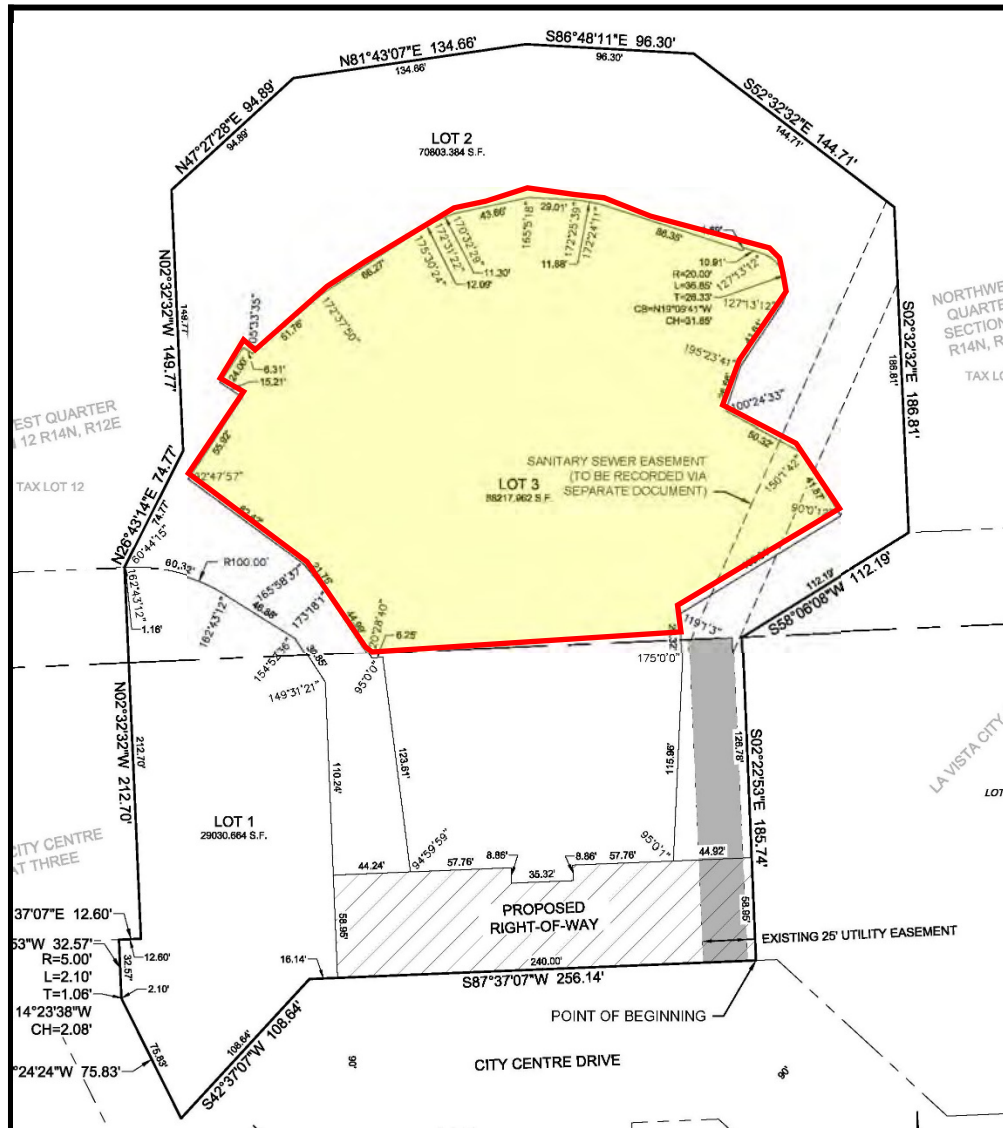
BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SAID LA VISTA CITY CENTRE REPLAT THREE, SAID CORNER ALSO BEING A POINT INTERSECTING THE SOUTH RIGHT-OF-WAY LINE OF SAID BARMETTLER DRIVE AND THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE ON SAID EAST RIGHT-OF-WAY LINE OF 84TH STREET EXTEND ON AN ASSUMED BEARING OF N02°25'39"W, 20.00 FEET; THENCE N87°37'07"E, 214.65 FEET; THENCE S02°22'53"E, 20.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE; THENCE ON SAID SOUTH RIGHT-OF-WAY LINE OF BARMETTLER DRIVE S87°37'07"W, 214.63 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 4,292.81 SQUARE FEET OR 0.099 ACRES, MORE OR LESS.

Surplus Parcels

Exhibit 3(i)-2

PARCEL 1



(PUBLIC TO PRIVATE)

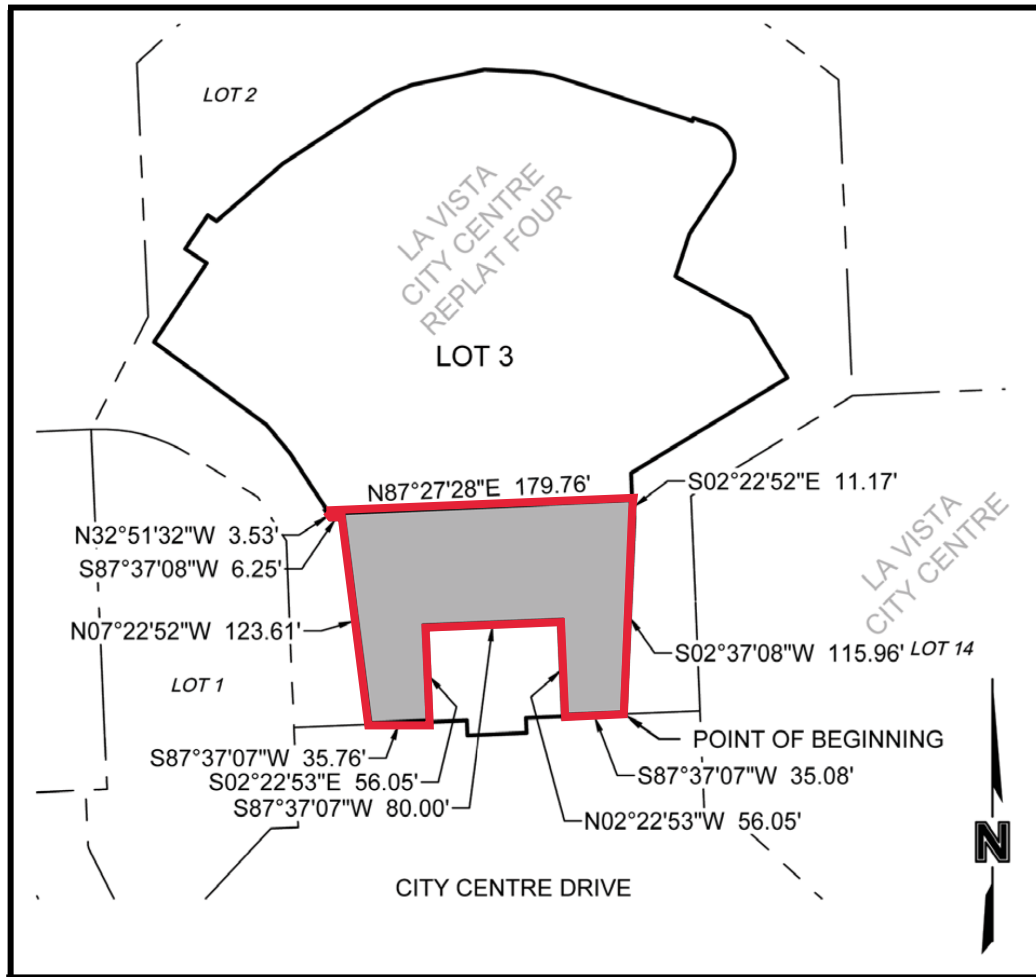
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN LOT 3, LA VISTA CITY CENTRE THEATER, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE EAST LINE OF SAID LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) ON AN ASSUMED BEARING OF N02°37'08"E, 115.98 FEET; (2) N02°22'52"W, 11.16 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID NORTH LINE OF THE SOUTHWEST QUARTER, S87°27'44"W, 179.76 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE ON THE LINE OF LOT 3 FOR THE FOLLOWING TWENTY-FOUR (24) DESCRIBED COURSES: (1) N32°51'32"W, 41.48 FEET; (2) N39°33'31"W, 21.75 FEET; (3) N63°16'46"W, 82.92 FEET; (4) N33°37'10"E, 69.90 FEET; (5) N56°22'50"W, 15.21 FEET; (6) N33°37'10"E, 24.00 FEET; (7) S56°22'50"E, 6.31; (8) N49°10'45"E, 51.76 FEET; (9) N56°32'55"E, 66.27 FEET; (10) N61°02'30"E, 12.09 FEET; (11) N66°31'09"E, 11.30 FEET; (12) N77°58'40"E, 43.66 FEET; (13) S87°06'38"E, 29.01 FEET; (14) S79°32'17"E, 11.88 FEET; (15) S71°56'29"E, 86.35 FEET; (16) N18°03'31"E, 1.69 FEET; (17) S71°56'29"E, 10.91 FEET TO A POINT OF CURVATURE; (18) ON A 20.00 FOOT RADIUS CURVE TO THE RIGHT, AN ARC LENGTH OF 36.85 FEET (LONG CHORD BEARS S19°08'41"E, 31.85 FEET); (19) S33°37'06"W, 41.81 FEET; (20) S18°13'25"W, 26.68 FEET; (21) S61°22'02"E, 50.32 FEET; (22) S31°23'44"E, 41.87 FEET; (23) S58°36'05"W, 108.01 FEET; (24) S02°22'52"E, 15.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 67,965.01 SQUARE FEET OR 1.561 ACRES, MORE OR LESS.

PARCEL 2



LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN A PART OF LOT 3, LA VISTA CITY CENTRE REPLAT FOUR, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA. EXCEPT THE FOLLOWING TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ON THE SOUTH LINE OF SAID LOT 3 ON AN ASSUMED BEARING OF S87°37'07"W, 35.08 FEET; THENCE N02°22'53"W, 56.05 FEET; THENCE S87°37'07"W, 80.00 FEET; THENCE S02°22'53"E, 56.05 FEET TO A POINT ON SAID SOUTH LINE OF LOT 3; THENCE ON SAID SOUTH LINE OF LOT 3 S87°37'07"W, 35.76 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOT 3 FOR THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N07°22'52"W, 123.61 FEET; (2) S87°37'08"W, 6.25 FEET; (3) N32°51'32"W, 3.53 FEET; THENCE N87°27'28"E, 179.76 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE ON SAID EAST LINE OF LOT 3 FOR THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) S02°22'52"E, 11.17 FEET; (2) S02°37'08"W, 115.96 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 16,003.10 SQUARE FEET OR 0.367 ACRES, MORE OR LESS.

Transition Area Public Improvements - Estimated Costs

Exhibit 3(ii)

Exhibit 3ii
Estimated Cost of Additional Public Improvements

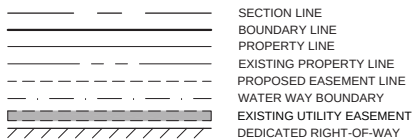
Public Improvement	Total
Public Offstreet Surface Parking to be Constructed on Lot 12	467,000
Public Offstreet Parking Facility to be Constructed on Lot 12	14,393,000
Public Street, Plaza, Recreational, Restroom, Concession, Pedestrian, and Other Facilities	9,500,000
	\$ 24,360,000

Public Improvement Redevelopment Project
Proposed Replat

Exhibit 4

A TRACT OF LAND CONTAINING ALL OF LOT 13 AND OUTLOT A, LA VISTA CITY CENTRE, AND ALL OF LOT 1, LA VISTA CITY CENTRE REPLAT THREE, SUBDIVISIONS, SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST AND NORTHWEST QUARTERS AND PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 201,887.80 SQUARE FEET OR 4.635 ACRES, MORE OR LESS.



1. ALL INTERNAL LINES ARE RADIAL/PERPENDICULAR UNLESS OTHERWISE NOTED AS NON-RADIAL (NR).
2. ALL INTERNAL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. ANGLES MEASURED ADJACENT TO CURVES ARE MEASURED TO THE CHORD OF SAID CURVE.



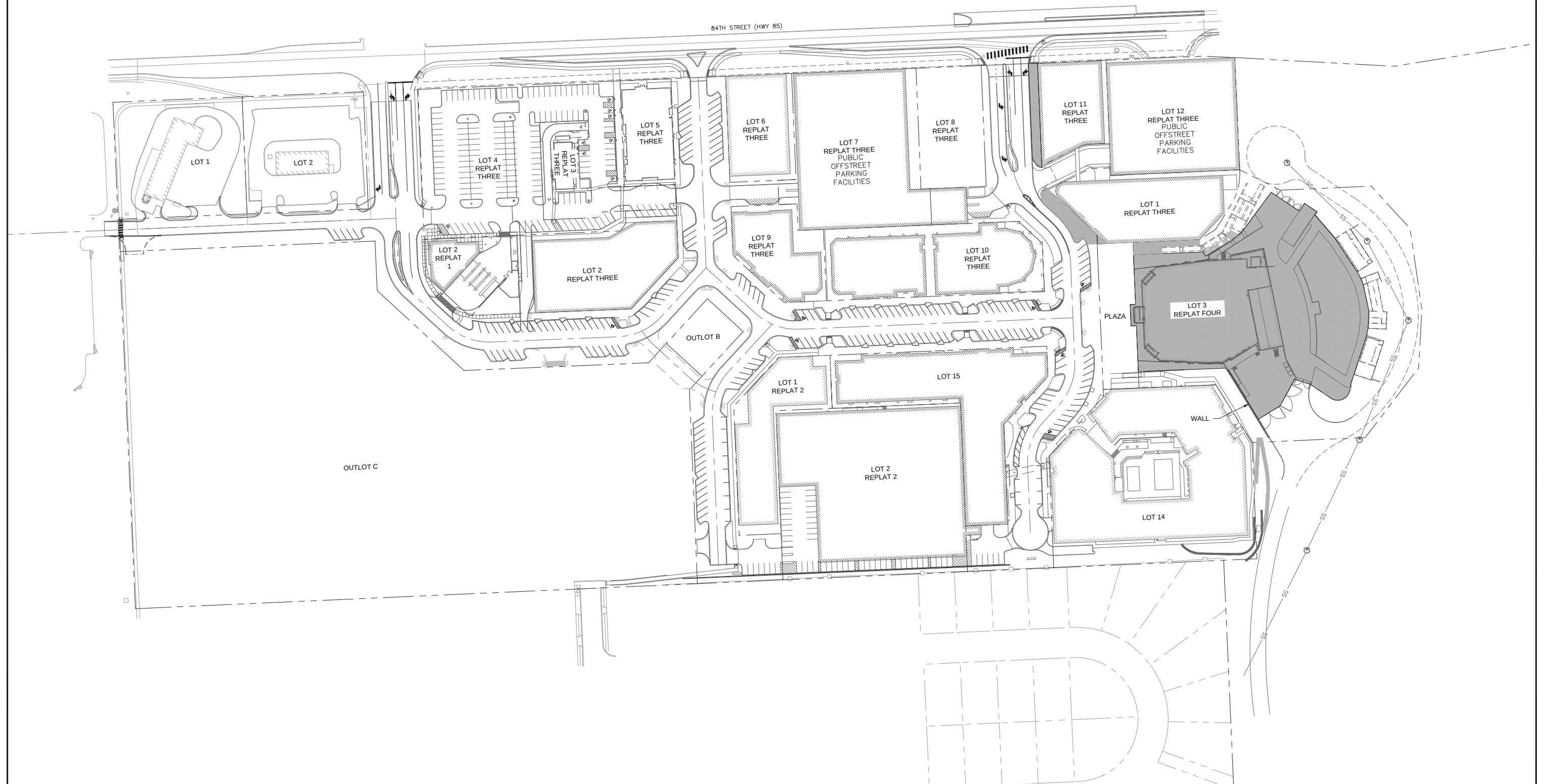
DATE _____

COUNTY SURVEYOR/ENGINEER



Public Improvement Redevelopment Project
Subdivider Public Improvements and Subdivider Shared Improvements

Exhibit 5



LEGEND



SUBDIVIDER IMPROVEMENTS



Exhibit 5

(Awaiting Submittal of Cost Figures from CV)

Public Improvement Redevelopment Project

84th Street Enhanced Employment Area 1

Description of 84th Street Enhanced Employment Area 1:

An initial enhanced employment area within the 84th Street Redevelopment Area is preliminarily described or depicted in the attached draft ordinance, the boundaries of which, subject to any additions, subtractions, or modifications as the City determines necessary or appropriate, shall be the boundaries set forth in such ordinance as adopted and approved by the Mayor and City Council of the City ("Final Ordinance").

Exhibit 7-1

Exhibit 7-1

AN ORDINANCE PROVIDING FOR INITIAL GENERAL BUSINESS OCCUPATION TAXES AND ENHANCED EMPLOYMENT AREA OF THE 84TH STREET REDEVELOPMENT AREA; REPEALING CONFLICTING ORDINANCES AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, as follows:

- I. Findings and Determinations. The Mayor and City Council hereby find, determine, declare, adopt, and approve as follows:
 - A. Pursuant to the Community Development Law set forth in Sections 18-2101 et seq of Nebraska Statutes ("Act"), including without limitation Neb. Rev. Stat. Section 18-2142.02, and section 113.30 of the La Vista Municipal Code, the City is authorized to levy a general business occupation tax ("GBOT") upon the businesses and users of space within an enhanced employment area for the purpose of paying all or any part of the costs and expenses of any redevelopment project within such enhanced employment area, based on a reasonable classification of businesses, users of space, or kinds of transaction for purposes of imposing such tax.
 1. An enhanced employment area as defined in Neb. Rev. Stat. Section 18-2103(22) includes an area up to 600 acres within a community redevelopment area which is designated by the La Vista Community Development Agency ("Agency") as eligible for the imposition of an occupation tax.
 - a. A community redevelopment area pursuant to Neb. Rev. Stat. Section 18-2103(20) is a substandard and blighted area which the Agency designates as appropriate for a renewal project.
 - b. The City Council in 2012 designated the 84th Street Redevelopment Area as a substandard and blighted area, and the Agency in initially recommending and adopting the Redevelopment Plan "84th Street Redevelopment Area" in 2013 ("Redevelopment Plan") designated the 84th Street Redevelopment Area as appropriate for one or more renewal projects, making it a community redevelopment area, which designation the Agency ratified and affirmed in connection with its approval and recommendation of Amendment No. 1 to the Redevelopment Plan ("Amendment No. 1"). The Agency, in recommending and adopting Amendment No. 1, further designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of occupation taxes, to be carried out in one or more actions, enhanced employment areas, occupation taxes, levies or rates as determined by the City from time to time
 2. A redevelopment project is any work or undertaking described in Neb. Rev. Stat. Section 18-2103(12), in one or more community redevelopment areas. Amendment No. 1 as approved by the City included initial Mixed Use Redevelopment Project and Public Improvement Redevelopment Project (together "Projects") within the community development area comprised of the 84th Street Redevelopment Area, which Projects constitute works, undertakings and redevelopment projects pursuant to Neb. Rev. Stat. Section 18-2103(12) to eliminate and prevent recurrence of the substandard and blighted area for the benefit of the City and its residents, businesses, owners, and users of space, including without limitation those in and around the 84th Street Redevelopment Area.

- C. An Agency, pursuant to Neb. Rev. Stat. Section 18-2107(14), is authorized to agree with the City Council for the imposition of an occupation tax for an enhanced employment area pursuant to Neb. Rev. Stat. Section 18-2142.02. The Agency in recommending, and the City Council in approving, Amendment No. 1, agreed to imposition of occupation taxes pursuant to Neb. Rev. Stat. Section 18-2142.02 within boundaries of one or more enhanced employment areas up to the entire 84th Street Redevelopment Area as determined by the City.
- D. It is necessary, desirable, advisable, and in the best interests of the City that an initial enhanced employment area be designated and initial general business occupation tax be imposed on certain businesses and users of space within parts of the community development area comprised of the 84th Street Redevelopment Area for the purpose of paying costs and expenses of redevelopment projects within such area.
- E. An initial enhanced employment area within the 84th Street Redevelopment Area is proposed as described below as 84th Street Enhanced Employment Area 1 or Enhanced Employment Area 1. Redeveloper consented to such designation, which consent will be recorded with respect to redeveloper real estate and shall be binding upon all future owners of such real estate. City Administrator or her designee, based on information Redeveloper provided, advised that new investment within areas included in 84th Street Enhanced Employment Area 1 will satisfy minimum requirements of Neb. Rev. Stat. Section 18-2116(2), which determination is ratified, affirmed, adopted, and approved.
- F. Imposition of an initial general business occupation tax pursuant to Neb. Rev. Stat. Section 18-2142.02 and Municipal Code Section 113.30 is proposed on Event Venue Businesses and Retail Sales Businesses within proposed 84th Street Enhanced Employment Area 1. Event Venue Businesses and Retail Sales Businesses, as described below, are reasonable classifications of businesses, users of space, or kinds of transactions for purposes of the initial general business occupation tax within such area pursuant to this Ordinance.

- II. DESIGNATION OF INITIAL ENHANCED EMPLOYMENT AREA. An initial enhanced employment area within the 84th Street Redevelopment Area is hereby designated, established and approved as an initial enhanced employment area within the 84th Street Redevelopment Area, the boundaries of which shall be as follows ("84th Street Enhanced Employment Area 1" or "Enhanced Employment Area 1"):

[Insert description of Enhanced Employment Area 1 which includes (i) the Mixed Use Redevelopment Project Area and (ii) parts of the Public Improvement Redevelopment Project Area that encompass the Mixed Use Redevelopment Project Area or are publicly owned, including the former La Vista Falls Golf Course, pool site, and public right of ways]

- III. CLASSIFICATIONS OF BUSINESSES, USERS OF SPACE, OR KINDS OF TRANSACTIONS. The following classifications of businesses, users of space, or kinds of transactions are found and determined to be reasonable and hereby established for purposes of imposing and levying the initial general business occupation tax on businesses and users of space within Enhanced Employment Area 1 pursuant to this Ordinance:

- A. Event Business, which means presenting, producing, or otherwise providing, offering or engaging in any performances, functions, events, or activities for admissions, fees, or other consideration within Enhanced Employment Area 1; and
- B. Retail Sales Business, which means engaging in retail sales within Enhanced Employment Area 1, as “retail sales” is defined in the Nebraska Revenue Act of 1967, as amended from time to time.

If a business or user of space engages in more than one Event Business or Retail Sales Business within Enhanced Employment Area 1, the Area 1 GBOT shall apply and be determined and due and owing to the City with respect to each Event Business or Retail Sales Business.

IV. GENERAL BUSINESS OCCUPATION TAX LEVY

- A. On and after the Effective Date, the City, in addition to any other applicable occupation, sales or other taxes imposed by the City from time to time, hereby imposes and levies the following general business occupation tax (“84th Street Enhanced Employment Area 1 GBOT” or “Area 1 GBOT”) on all persons engaged in an Event Business or a Retail Sales Business within 84th Street Enhanced Employment Area 1, the amount of which Area 1 GBOT shall be determined as follows:

Classification of Business

Area 1 GBOT Rate

Event Business

Area 1 GBOT shall be calculated as 3.5% of total gross receipts derived by the taxpayer from the Event Business, including without limitation, all ticket sales, admissions, fees, event space or related personal property rentals, or other consideration (“Event Business Gross Receipts”), and

Retail Sales Business

Area 1 GBOT shall be calculated as 1.5% of total gross receipts derived by the taxpayer from the Retail Sales Business;

Provided, however, the Area 1 GBOT of an Event Business or Retail Sales Business shall be subject to the following conditions:

1. Gross receipts for purposes of determining the amount of any occupation taxes of any Event Business or Retail Sales Business pursuant to this Ordinance shall mean the total amount of receipts, revenues, consideration, donations, contributions, or monetary charges of any nature received without any deduction on account of expenses, taxes, or other costs. Provided, however, gross receipts shall exclude:
 - a. The amount of gross receipts from any sale or lease of any equipment or other tangible personal property in connection with construction of buildings or other improvements to real estate located within Enhanced Employment Area 1;
 - b. The amount of gross receipts from food or beverages sales that is included for purposes of calculating the amount of occupation tax of a Restaurant or Drinking Place pursuant to Code Section 113.10. Any such Restaurant or Drinking Place shall pay the Restaurants and Drinking Places Occupation Tax rather than the Area 1 GBOT with respect to such gross receipts. In addition, gross receipts for

- purposes of the Area 1 GBOT also shall exclude the amount of any gross receipts that Section 113.10 provides shall be excluded for purposes of calculating the occupation tax on Restaurants and Drinking Places;
- c. The amount of gross receipts from hotel or motel room rentals that are included for purposes of calculating the amount of lodging occupation tax due and owing to the City ("Hotel/Motel Occupation Tax"). Any such business shall pay the Hotel/Motel Occupation Tax rather than the Area 1 GBOT with respect to such gross receipts.
 - d. The amount of any gross receipts that are exempt or otherwise not subject to Nebraska sales and use taxes under the Nebraska Revenue Act of 1967, as amended from time to time.
2. Gross receipts for purpose of calculating the Retail Sales Business occupation tax shall exclude any
 - a. Event Business Gross Receipts that are included for purposes of calculating the Area 1 GBOT on the Event Business,
 - b. Gross receipts that are included for purposes of calculating any occupation tax or franchise fee payable to the City for engaging in any cable television, telecommunications services, other communications services, or utilities business pursuant to a franchise or right of way agreement with the City, and
 - c. Gross receipts of the City's keno lottery collected by the City's keno lottery operator or its designee pursuant to a lottery operator agreement with the City.
 3. The City or Agency at any time shall be authorized to increase any Area 1 GBOT Rate if proceeds from the Area 1 GBOT are insufficient to pay debt service of any bonds or refunding bonds that identify the Area 1 GBOT as an available source of payment, without obtaining further consent, agreement, or approval of any other party.
 4. In addition to provisions of this Ordinance, the Area 1 GBOT will be levied and payable at such times and subject to applicable provisions, terms or conditions of Nebraska Statutes or the Municipal Code or other ordinances, resolutions, regulations, policies, guidance, agreements, documents, or instruments of the City or La Vista Community Development Agency as may be adopted, enacted, implemented, or amended from time to time, including without limitation Municipal Code Section 113.30.
 5. If any Event Business or Retail Sales Business on the Effective Date is operating from any permanent location and improvements within the following described area, and such operations, location and improvements of such Event Business or Retail Sales Business continue after the Effective Date without material modification, imposition of the Area 1 GBOT pursuant to this Ordinance shall be subject to such owner or operator consent of such Event Business, Retail Sales Business, location, or improvements in form and content satisfactory to the City Administrator or the City Administrator's designee:

[Insert description of area(s) within the designated enhanced employment area containing any preexisting business that will not be subject to the GBOT - for example, the commercial area west of 84th street and/or McDonald's unless satisfactory owner/operator consent is obtained]

The Agency and City Council agree to imposition of the Area 1 GBOT within 84th Street Enhanced Employment Area 1. The tax imposed by this Ordinance is a tax on the taxpayer for the privilege of engaging in the particular occupations within Enhanced Employment Area 1 of the City.

B. **Use of Proceeds.** Proceeds of the Area 1 GBOT shall be deposited in a separate fund established by the City and used to pay all or any part of the costs and expenses of any redevelopment project as approved or modified from time to time within 84th Street Enhanced Employment Area 1, including without limitation, all costs and expenses of the City or Agency in connection with payment, funding, refunding, reimbursing, financing, or refinancing of any costs or expenses previously, currently, or in the future incurred or paid by the City or Agency for or in connection with planning, designing, engineering, legal services, financing, capitalized interest, demolition, development, site acquisition, grading, preparation, utilities, relocations, improvements, construction, maintenance, operations, repairs, replacements, or any other works, expenditures, or undertakings with respect to the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project, as amended from time to time. Proceeds of any such taxes shall be pledged or used in such manner as specified or approved from time to time by the City Council or City Administrator, or its or her designee.

C. **Effective Date; Term.** The Area 1 GBOT shall commence [REDACTED] ("Effective Date") at 4:00 a.m. and continue and remain in effect until [REDACTED], 2040, unless otherwise specified in the City's Master Fee Ordinance or modified, extended, revoked or superseded by the Mayor and City Council; provided, however, the Area 1 GBOT shall not terminate and such tax shall continue in effect so long as any bonds are outstanding which were issued stating such occupation tax as an available source for payment.

V. **REPEAL OF CONFLICTING PROVISIONS.** Any part of any previously enacted ordinance that conflicts with any part of this Ordinance is hereby repealed.

VI. **SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

VII. **PUBLICATION AND EFFECTIVE DATE OF ORDINANCE.** This Ordinance shall be published and shall be in force and take effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, _____.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Public Improvement Redevelopment Project
84th Street Enhanced Employment Area 1 GBOT

Classifications of Businesses and Users and Area 1 GBOT Rates:

Classifications of businesses and users of space and Area 1 GBOT Rates are preliminarily described or depicted in the draft ordinance attached as Exhibit 7-1 and, subject to any additions, subtractions, or modifications as the City determines necessary or appropriate, shall be the classifications and Area 1 GBOT Rates set forth in such ordinance as adopted and approved by the Mayor and City Council of the City ("Final Ordinance").

Exhibit 7-2

Public Improvement Redevelopment Project Area

**Preliminary Depiction or Description of Parts of Public Improvement Redevelopment
Project Area Involved in Transition Area Public Improvements Pursuant to Second
Amendment to Subdivision Agreement**

Exhibit 9(g)



Legend

 Part of Public Improvement Redevelopment Project Area involved in this Amendment

 Original Public Improvement Project Redevelopment Area

**Exhibit 9g: Boundaries -
Parts of Public Improvement
Redevelopment Area involved
in this Amendment**

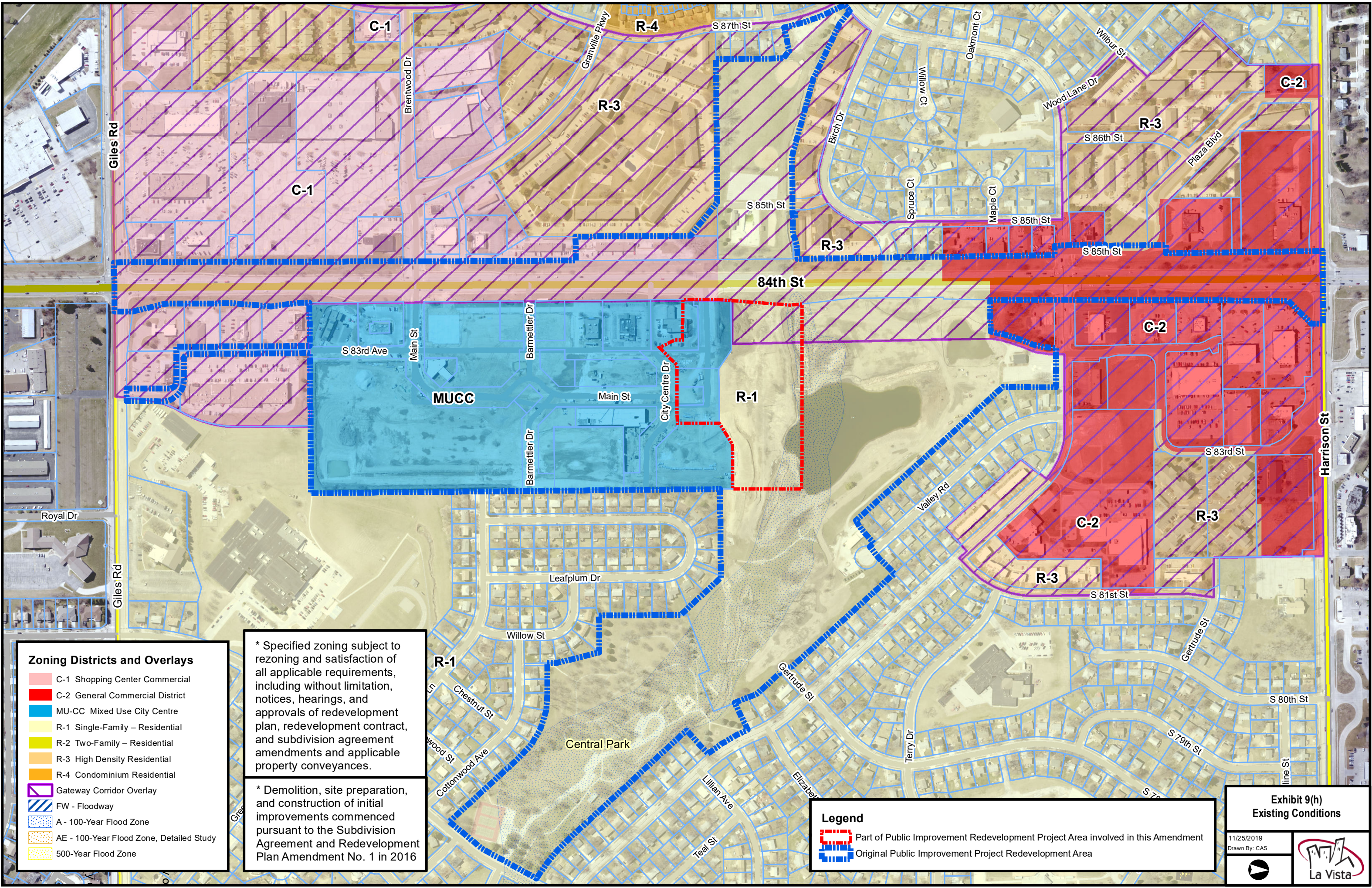
11/27/2019
Drawn By: CAS

Map Showing Existing Conditions and Uses

**Map Showing Existing Conditions and Uses of Parts of Public Improvement
Redevelopment Project Area Involved in Transition Area Public Improvements Pursuant
to Second Amendment to Subdivision Agreement**

Exhibit 9(h)



Zoning Districts and Overlays

- C-1 Shopping Center Commercial
- C-2 General Commercial District
- MU-CC Mixed Use City Centre
- R-1 Single-Family – Residential
- R-2 Two-Family – Residential
- R-3 High Density Residential
- R-4 Condominium Residential
- Gateway Corridor Overlay
- FW - Floodway
- A - 100-Year Flood Zone
- AE - 100-Year Flood Zone, Detailed Study
- 500-Year Flood Zone

* Specified zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

* Demolition, site preparation, and construction of initial improvements commenced pursuant to the Subdivision Agreement and Redevelopment Plan Amendment No. 1 in 2016

Legend

- Part of Public Improvement Redevelopment Project Area involved in this Amendment
- Original Public Improvement Project Redevelopment Area

**Exhibit 9(h)
Existing Conditions**

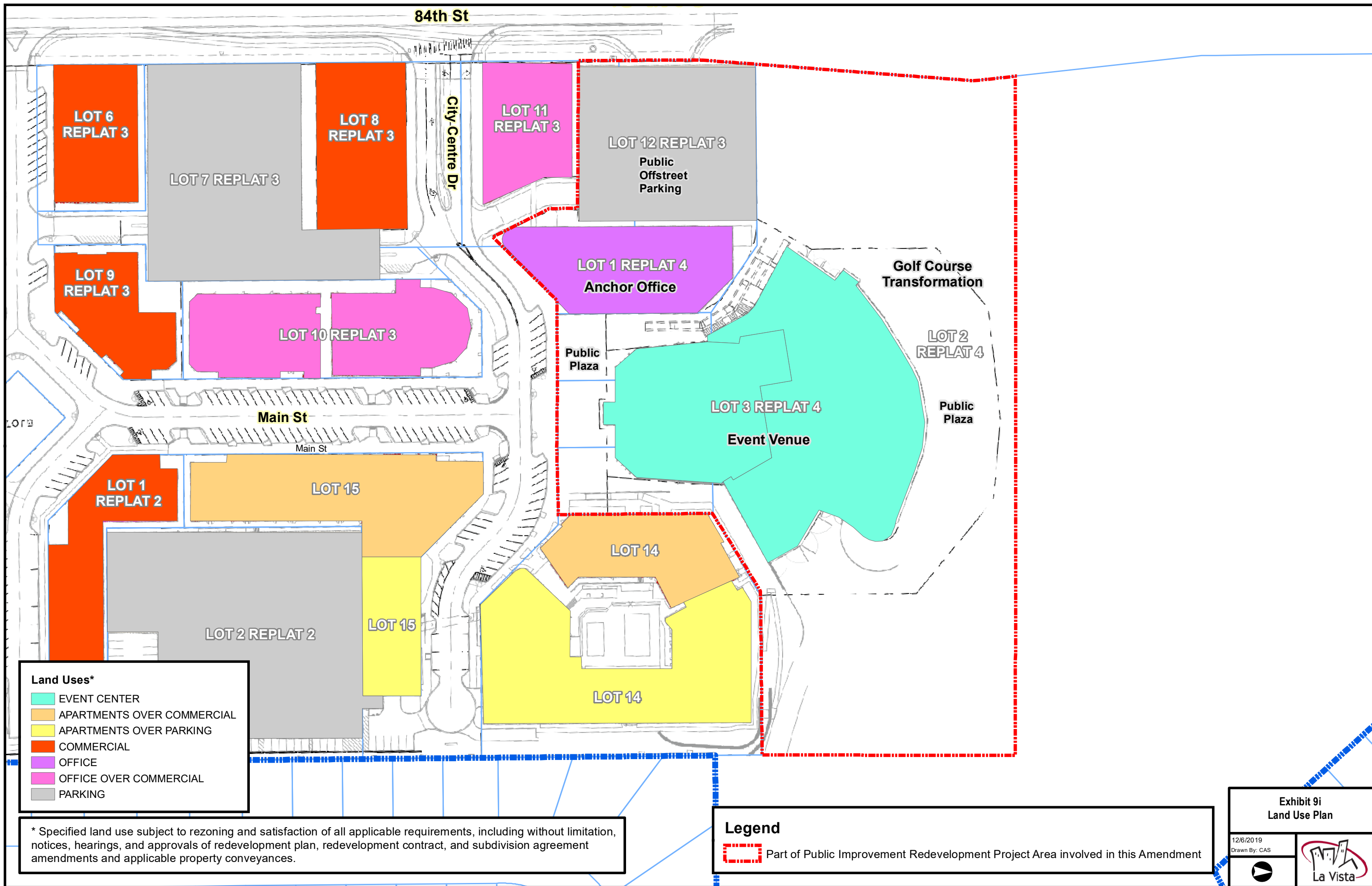
11/25/2019
Drawn By: CAS



Land-Use Plan Showing Proposed Uses of the Area

**Preliminary Land-Use Plan Showing Proposed Uses of Parts of Public Improvement
Redevelopment Project Area Involved in Second Amendment to Subdivision Agreement**

Exhibit 9(i)



* Specified land use subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Exhibit 9i
Land Use Plan

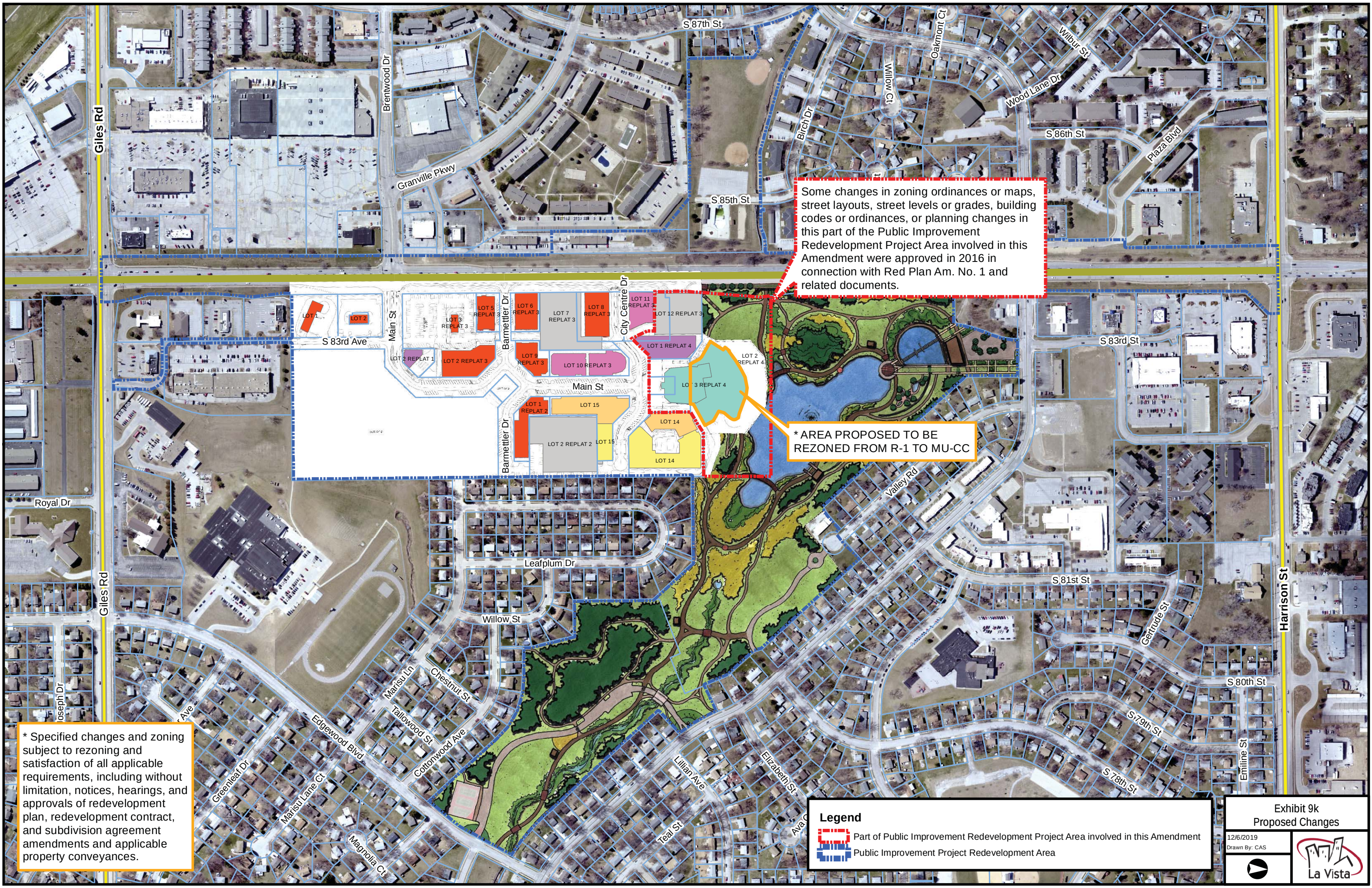
12/6/2019
Drawn By: CAS



Statement of Proposed Changes in Zoning, Streets, or Building Codes

**Preliminary Statement of Proposed Changes in Zoning Ordinances or Maps, Street
Layouts, Street Levels or Grades, Building Codes or Ordinances, or Planning Changes in
Connection with Transition Area Public Improvements or Second Amendment to
Subdivision Agreement**

Exhibit 9(k)



Some changes in zoning ordinances or maps, street layouts, street levels or grades, building codes or ordinances, or planning changes in this part of the Public Improvement Redevelopment Project Area involved in this Amendment were approved in 2016 in connection with Red Plan Am. No. 1 and related documents.

* AREA PROPOSED TO BE REZONED FROM R-1 TO MU-CC

* Specified changes and zoning subject to rezoning and satisfaction of all applicable requirements, including without limitation, notices, hearings, and approvals of redevelopment plan, redevelopment contract, and subdivision agreement amendments and applicable property conveyances.

Legend

 Part of Public Improvement Redevelopment Project Area involved in this Amendment

 Public Improvement Project Redevelopment Area

Exhibit 9k
Proposed Changes

12/6/2019
Drawn By: CAS





Site Plan of Public Improvement Redevelopment Project Area
Preliminary Site Plan Including Parts of the Public Improvement Redevelopment Project
Area Involved in Second Amendment to Subdivision Agreement

Exhibit 9(l)

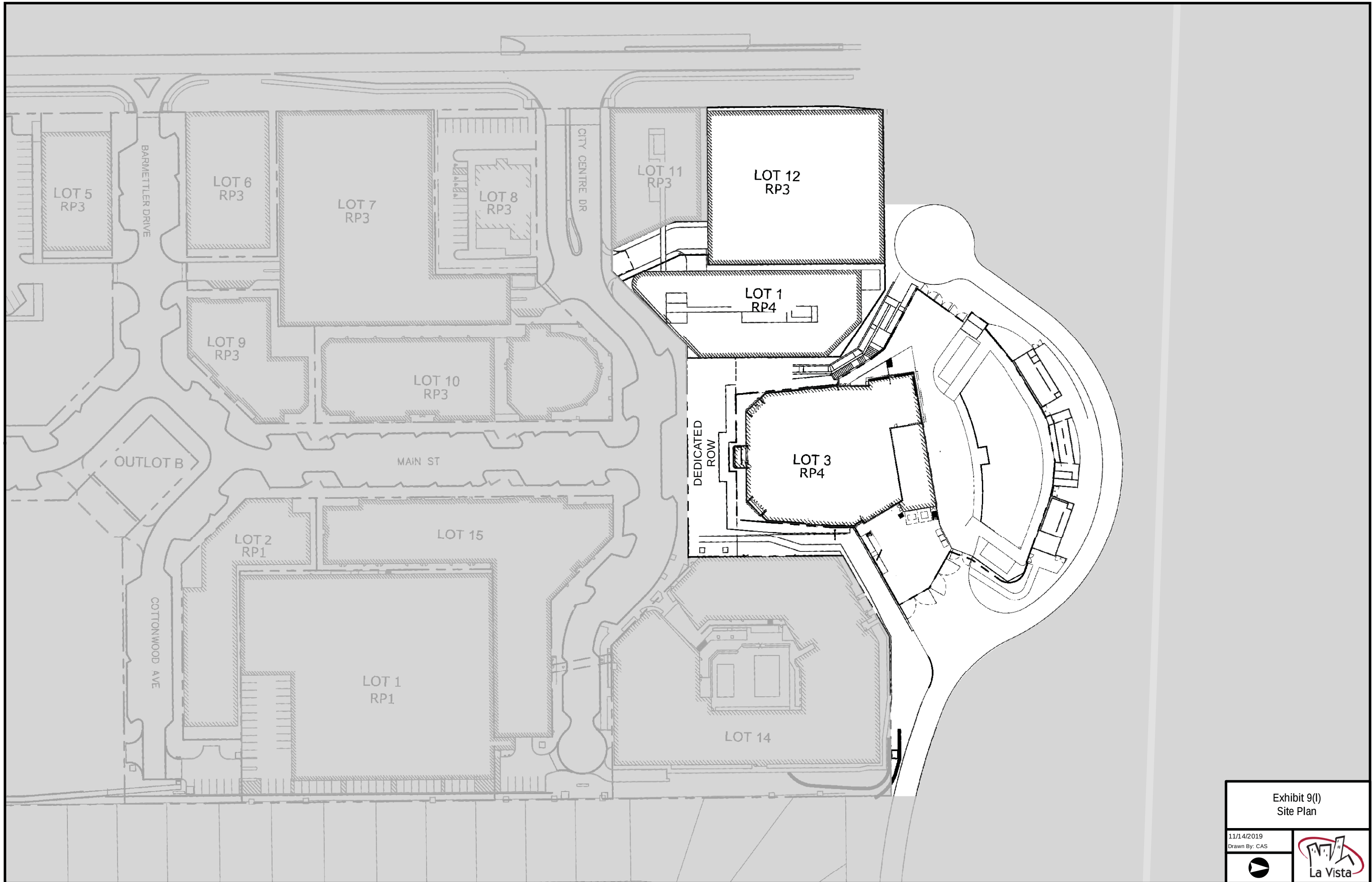


Exhibit 9(l)
Site Plan

11/14/2019
Drawn By: CAS



Statement of Additional Public Facilities or Utilities

**Preliminary Statement of Kind and Number of Additional Public Facilities or Utilities
Required to Support New Land Uses in Parts of the Public Improvement Redevelopment
Project Area Involved in Second Amendment to Subdivision Agreement After
Redevelopment**

For a preliminary statement of the kind and number of additional public facilities or utilities projected to be required to support new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Second Amendment after redevelopment, see Exhibits 3-1, 3-2, and 3(ii), in addition to Additional Subdivider Infrastructure Improvements.

Exhibit 9(m)

AGENDA ITEM 4C

**Final Plat—La Vista City Centre Replat 4—La Vista
City Centre, LLC**



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSFP 19-0001

FOR HEARING OF: February 20, 2020
Report Prepared on: February 14, 2020

I. **GENERAL INFORMATION**

A. **APPLICANT:**

La Vista City Centre LLC
P.O. Box 428
Boys Town, NE 68010

B. **PROPERTY OWNERS:**

Lot 1 La Vista City Centre Replat Three and Lot 13 La Vista City Centre:

La Vista City Centre LLC
222 S. 15th Street, Suite 1404S
Omaha, NE 68102

Outlot A La Vista City Centre and PT of Tax Lot 12, 14-14-12:

City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

C. **LOCATION:** North of the intersection of Main Street and City Centre Drive.

D. **LEGAL DESCRIPTION:** Lot 13 and Outlot A La Vista City Centre, Lot 1 La Vista City Centre Replat 3, and portions of Tax Lot 12 14-14-12

E. **REQUESTED ACTION(S):** Final Plat and Subdivision Agreement for proposed Lots 1-3 La Vista City Centre Replat 4 and the dedication of associated right-of-way for the purpose of redevelopment.

F. **EXISTING ZONING AND LAND USE:**

- Portions of Tax Lot 12 14-14-12 - R-1, Single-Family Residential with Gateway Corridor District (Overlay District); vacant; unused (Portions of the proposed Lot 3 La Vista City Centre Replat 4 within this area are proposed to be rezoned MU-CC, Mixed Use-City Centre District).
- Lot 13 and Outlot A La Vista City Centre - Mixed Use City Centre; vacant.
- Lot 1 La Vista City Centre Replat 3 - Mixed Use City Centre; vacant.

G. PURPOSE OF REQUEST:

1. Final Plat and Subdivision Agreement to replat the lots listed in the request into 3 lots and the dedication of associated right-of-way for the purpose of redevelopment.

H. SIZE OF SITE: 4.635 Acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The land is generally flat with a gradual downward slope generally north and east. The slope significantly increases downward along the northern half.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor Overlay (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space
2. **East:** Lot 14 La Vista City Centre, MU-CC, Mixed Use City Centre District; Mixed Use development; and La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.
3. **South:** La Vista City Centre; MU-CC, Mixed Use City Centre District; Mixed Use development.
4. **West:** Lot 12 La Vista City Centre Replat 3, MU-CC, Mixed Use City Centre District; vacant; and La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.

C. RELEVANT CASE HISTORY:

1. The final plat for La Vista City Centre was originally approved by City Council on July 19, 2016.
2. The preliminary plat for La Vista City Centre Replat 4 was approved on August 20, 2019.

D. APPLICABLE REGULATIONS:

1. Section 5.06 of the Zoning Regulations – R-1 Single-Family Residential
2. Section 5.18 of the Zoning Regulations – FF/FW Flood Plain District (Overlay District)
3. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
4. Section 3.05 of the Subdivision Regulations – Final Plats

III. ANALYSIS

- A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates areas within proposed Lots 1 and 3 as Mixed Use. The areas within Lot 2 will remain designated as Parks and Recreation.
- B. **OTHER PLANS:** This area has also been designated as blighted and substandard and in need of redevelopment. A proposed amendment to the *84th Street Redevelopment Plan* would incorporate part of the northern portion of the former City golf course into the mixed use redevelopment project area.
- C. **TRAFFIC AND ACCESS:**

1. The proposed La Vista City Center Replat 4 Final Plat includes the dedication of additional right-of-way along City Centre Drive. This allows for right-of-way access to the lot in this request.
2. The access point at 84th Street and Summer Drive has been converted to a temporary construction entrance. Existing access to City Centre Drive is from Main Street, with connections to 84th Street and Giles Road through the internal road system. The development plan also proposes the connection of City Center Drive to 84th Street in the near future.

Sidewalk and trail connections will be made at the time of development for each of the parcels involved in the plat.

3. A technical memorandum regarding traffic has been provided to update the previous traffic impact study performed by Olsson in August 2016 for the La Vista City Centre project. This memorandum was compiled to assess the traffic impacts associated with the proposed land use change on the north end of the La Vista City Centre project.

Staff review of the technical memorandum concluded that the infrastructure that exists and that has been designed and nearing completion in La Vista City Centre is sufficient for the smaller events. That is based on the prediction in the memo that up to 400 persons in 200 vehicles would be arriving during the PM peak hour, which will overlap with the typical PM peak demand of the corridor.

For larger outdoor events (15 per year) and indoor events (estimated at 130 per year), it is recommended that an Event Traffic Management Plan be prepared and made part of a Security, Maintenance, and Operations Plan and Conditional Use Permit. Such plan shall be approved by, and on record with the La Vista Police Department as a condition of the Conditional Use Permit. The proposed permit also would

provide for adjustment of event start times as needed if anticipated traffic for events overlapping with peak hour traffic on 84th Street is greater than the predicted in the technical memorandum.

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. Applicant is proposing to develop an Event Center on proposed Lot 3, which would incorporate and require rezoning to MU-CC, Mixed Use-City Center zoning vacant unused portions of the property immediately adjacent to the north of La Vista City Centre.

As the proposed event center use is only allowed within the Mixed-Use City Centre zoning district as a conditional use, the applicant would need to obtain a conditional use permit to allow the use.

2. An existing sanitary and an existing storm sewer easement will be released as part of this plat. New easements are shown and will be dedicated as separate instruments in conjunction with the plat.
3. A portion of Lot 2, as proposed, will fall within the FF/FW Flood Plain District (Overlay District). A Floodplain Development Permit will most likely need to be obtained as to ensure flood hazards are analyzed as to satisfy the conditions of the zoning ordinance.
4. An amendment to the Subdivision Agreement will be needed to address public infrastructure installation and expenditures prior to City Council consideration of the Final Plat. There will also be a need for some form of agreement to address shared, common-area improvements between the lots.
5. The overall disturbed area will exceed five acres, which might require modification of erosion control permit(s) in Permex.

V. STAFF RECOMMENDATION – Final Plat:

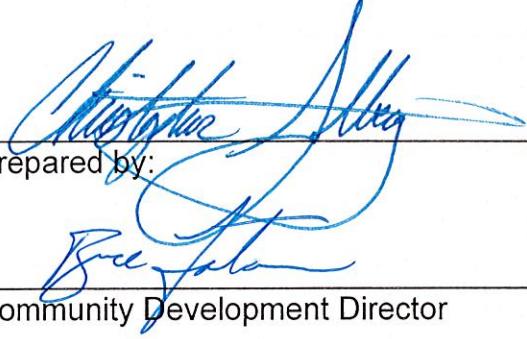
Staff recommends approval of La Vista City Centre Replat 4 Final Plat, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

VI. ATTACHMENTS TO REPORT:

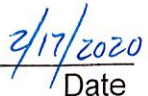
1. Vicinity Map
2. Staff Review Letters
3. Final Plat Map set

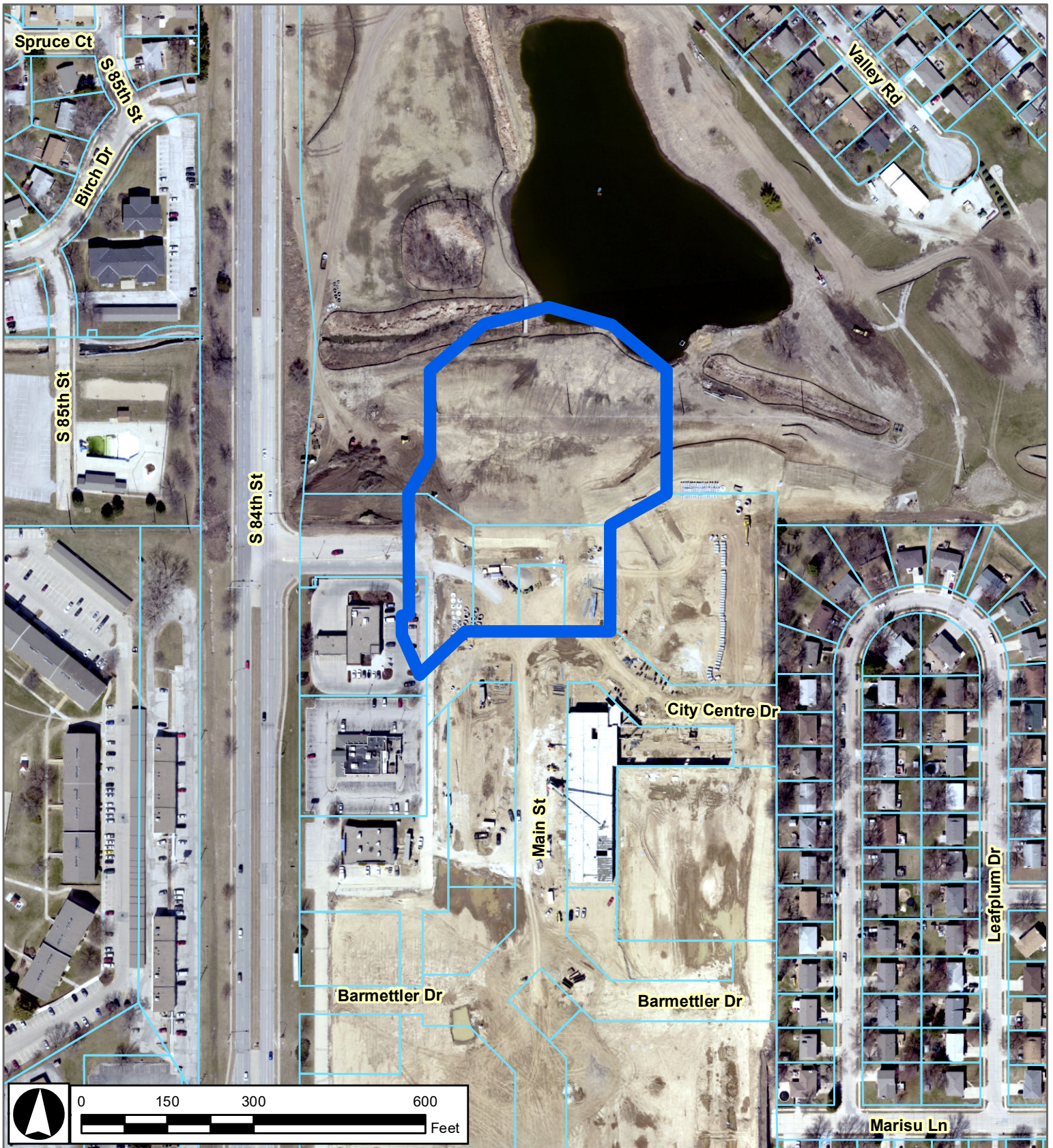
VII. COPIES OF REPORT SENT TO:

1. Eric Williams, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request

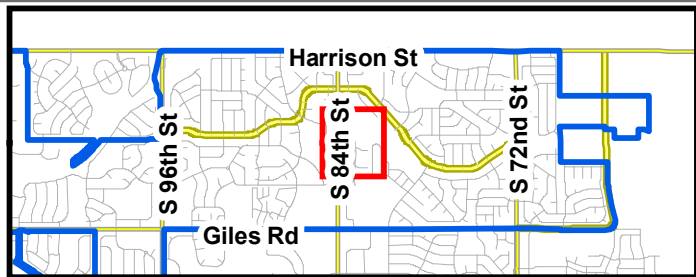

Prepared by:


Community Development Director


Date



Project Vicinity Map



La Vista City Centre Replat 4 Final Plat

1/30/2020
CAS





July 16, 2019

Chris Erickson
La Vista City Centre, LLC
PO Box 428
Boys Town NE, 68010

RE: Final Plat – Initial Review
La Vista City Centre Theater

Mr. Erickson,

We have reviewed the documents submitted for the above-referenced application. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Replat the City has the following comments:

Final Plat Review

1. Article 3.05.19: The Surveyor's Certification language needs to be revised to include the requirements identified in Section 10.02 of the Subdivision Regulations.
2. Article 3.05.24: There needs to be identification of shared public and private improvements such as public sidewalks, potential drainage improvements and fire preparation elements. Traffic impacts and any improvements required due to events proposed in the Conditional Use Permit will need to be addressed on this information.
3. Article 3.05.25: There needs to be an acceptable amendment to the redevelopment agreement prior to City Council action on the final plat. It is Public Works' understanding there is an amendment to the subdivision agreement that will be a part of Replat 3 that will address any additional contemplated public improvements, and which may modify the terms for Additional off-street Parking requirements in the current subdivision agreement.
4. As coordination with the Interface project continues, the music theatre design needs to finalize as the lot lines between Lot 2 and Lot 3 may change depending on the ultimate configuration of the Interface and the outdoor music venue.
5. The "Water Boundary Line" can be deleted as it is not a required element of the final plat. This line may also change over time.
6. The Signature Block for City Engineer can be deleted. It is not a required element of the final plat.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
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p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Buildings & Grounds
8112 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Public Works
9900 Portal Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

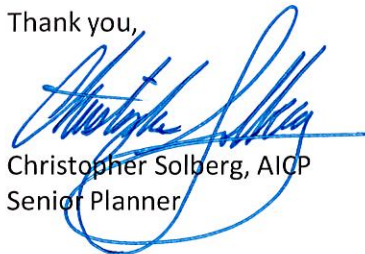
www.cityoflavista.org
info@cityoflavista.org

7. The notation on the plat referencing the existing demolition and site preparation is a 4-year easement that was executed in 2016. The easement may be modified and/or otherwise extended with other projects in the vicinity, therefore it should be deleted from the final plat.

Please submit 4 full size copies (along with electronic copies) of the revised documents for final review.

If you have any questions regarding these comments please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
Senior Planner

Attachment

cc: John Kottmann, City Engineer
Pat Dowse, City Engineer
Eric Williams, Olsson Associates
Amy Augustyn, City Ventures



September 13, 2019

Chris Erickson
La Vista City Centre, LLC
PO Box 428
Boys Town NE, 68010

RE: Final Plat – Second Review
La Vista City Centre Theater

Mr. Erickson,

We have reviewed the revised Final Plat submitted on 8/26/2019. Based on the elements for consideration set forth in the applicable section of the Subdivision Regulations for the Replat, the City has the following comments:

Final Plat Review

1. Upon approval of the LVCC Theater Preliminary Plat on August 20, 2019, the La Vista City Council directed that the plat be renamed for accuracy and tracking purposes. Please change the name of the Final Plat from “La Vista City Centre Theater” to “La Vista City Centre Replat Four”.

Additionally, the following items introduced in the initial review letter have yet to be addressed:

2. Article 3.05.24: There needs to be identification of shared public and private improvements such as public sidewalks, potential drainage improvements and site preparation elements. Traffic impacts and any improvements required due to events proposed in the Conditional Use Permit will need to be addressed on this information.
3. Article 3.05.25: There needs to be an acceptable amendments to the redevelopment agreement and the subdivision agreement prior to City Council action on the final plat.
4. As coordination with the Interface project continues, the music theatre design needs to finalize as the lot lines between Lot 2 and Lot 3 may change depending on the ultimate configuration of the Interface and the outdoor music venue.

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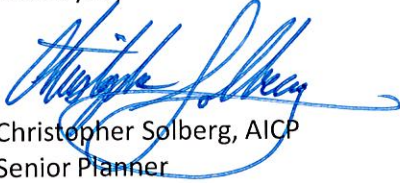
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f: 402-331-0299

www.cityoflavista.org
info@cityoflavista.org

Please submit 4 full size copies (along with electronic copies) of the revised documents for final review. If you have any questions regarding these comments, please feel free to contact me at any time.

Thank you,



Christopher Solberg, AICP
Senior Planner

Attachment

cc: John Kottmann, City Engineer
Pat Dowse, City Engineer
Eric Williams, Olsson Associates
Amy Augustyn, City Ventures

AGENDA ITEM 4D

**Zoning Map Amendment—Part of Proposed Lot 3
La Vista City Centre Replat 4—La Vista City Centre,
LLC**



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PRZ 19-0001

FOR HEARING OF: February 20, 2020

Report Prepared on: January 28, 2020

I. **GENERAL INFORMATION**

A. **APPLICANT:**

La Vista City Centre LLC
P.O. Box 428
Boys Town, NE 68010

B. **PROPERTY OWNERS:**

PT of Tax Lot 12, 14-14-12:
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

C. **LOCATION:** North of the intersection of Main Street and City Centre Drive.

D. **LEGAL DESCRIPTION:** Portion of Tax Lot 12 14-14-12 (Proposed to be platted as portion of Lot 3 of La Vista City Center Replat 4).

E. **REQUESTED ACTION(S):** Zoning Map Amendment for portions of proposed Lot 3 La Vista City Centre Replat 4 from R-1 Single-Family Residential to Mixed Use-City Centre.

F. **EXISTING ZONING AND LAND USE:**
Portions of proposed Lot 3 La Vista City Centre Replat :R-1, Single-Family Residential; vacant; unused.

G. **PURPOSE OF REQUEST:**
1. Zoning Map Amendment for portions of proposed Lot 3 La Vista City Centre Replat 4 from R-1 Single-Family Residential to Mixed Use-City Centre for the purpose of redevelopment.

H. **SIZE OF SITE:** 1.56 Acres

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** The land has a significantly increasing downward slope to the north.
- B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:**
1. **North:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space
 2. **East:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.
 3. **South:** La Vista City Centre; MU-CC, Mixed Use City Centre District; Mixed Use development.
 4. **West:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.
- C. RELEVANT CASE HISTORY:**
1. The final plat for La Vista City Centre was originally approved by City Council on July 19, 2016.
 2. On September 17, 2019 City Council adopted an update to the La Vista Comprehensive Plan's Future Land Use Map to re-designate portions of the proposed Lot 3 La Vista City Centre Replat 4 from Recreational to Mixed Use.
- D. APPLICABLE REGULATIONS:**
1. Chapter 3 of the La Vista Comprehensive Plan – Future Land Use Map
 2. Section 5.06 of the Zoning Regulations – R-1 Single-Family Residential
 3. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates areas within lot 3 of the proposed La Vista City Centre Replat 4 as Mixed Use.
- B. OTHER PLANS:** This area has also been designated as blighted and substandard and in need of redevelopment. A proposed amendment to the *84th Street Redevelopment Plan* would incorporate part of northern portion of the former City golf course into the mixed use redevelopment project area.

C. TRAFFIC AND ACCESS:

1. The proposed La Vista City Center Replat 4 Preliminary Plat includes the dedication of additional right-of-way along City Centre Drive. This allows for right-of-way access to the two lots included in this request.
2. The access point at 84th Street and Summer Drive has been converted to a temporary construction entrance. Existing access to City Centre Drive is from Main Street, with connections to 84th Street and Giles Road through the internal road system. The development plan also proposes the connection of City Center Drive to 84th Street.

Sidewalk and trail connections will be made at the time of development for each of the parcels involved in the plat.

3. A technical memorandum regarding traffic has been provided to update the previous traffic impact study performed by Olsson in August 2016 for the La Vista City Centre project. This memorandum was compiled to assess the traffic impacts associated with the expanded land use proposed on the north end of the La Vista City Centre project.

Staff review of the technical memorandum concluded that the infrastructure that exists and that has been designed and nearing completion in La Vista City Centre is sufficient for the smaller events. That is based on the prediction in the memo that up to 400 persons in 200 vehicles would be arriving during the PM peak hour, which will overlap with the typical PM peak demand of the corridor.

For larger outdoor events (15 per year) and indoor events (estimated at 130 per year), it is recommended that an event traffic management plan be prepared and made part of the Conditional Use Permit for the proposed event center. The proposed permit also would provide for adjustment of event start times as needed if anticipated traffic for events overlapping with peak hour traffic on 84th Street is greater than the predicted in the technical memorandum.

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. Applicant intends to develop the proposed Lot 3 La Vista City Centre Replat 4 with an Event Center use. Development of such use will require the approval of a conditional use permit by City Council to allow for the use after the approval of the rezoning.

V. STAFF RECOMMENDATION – REZONING:

Staff recommends approval of Zoning Map Amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Revised Zoning Map

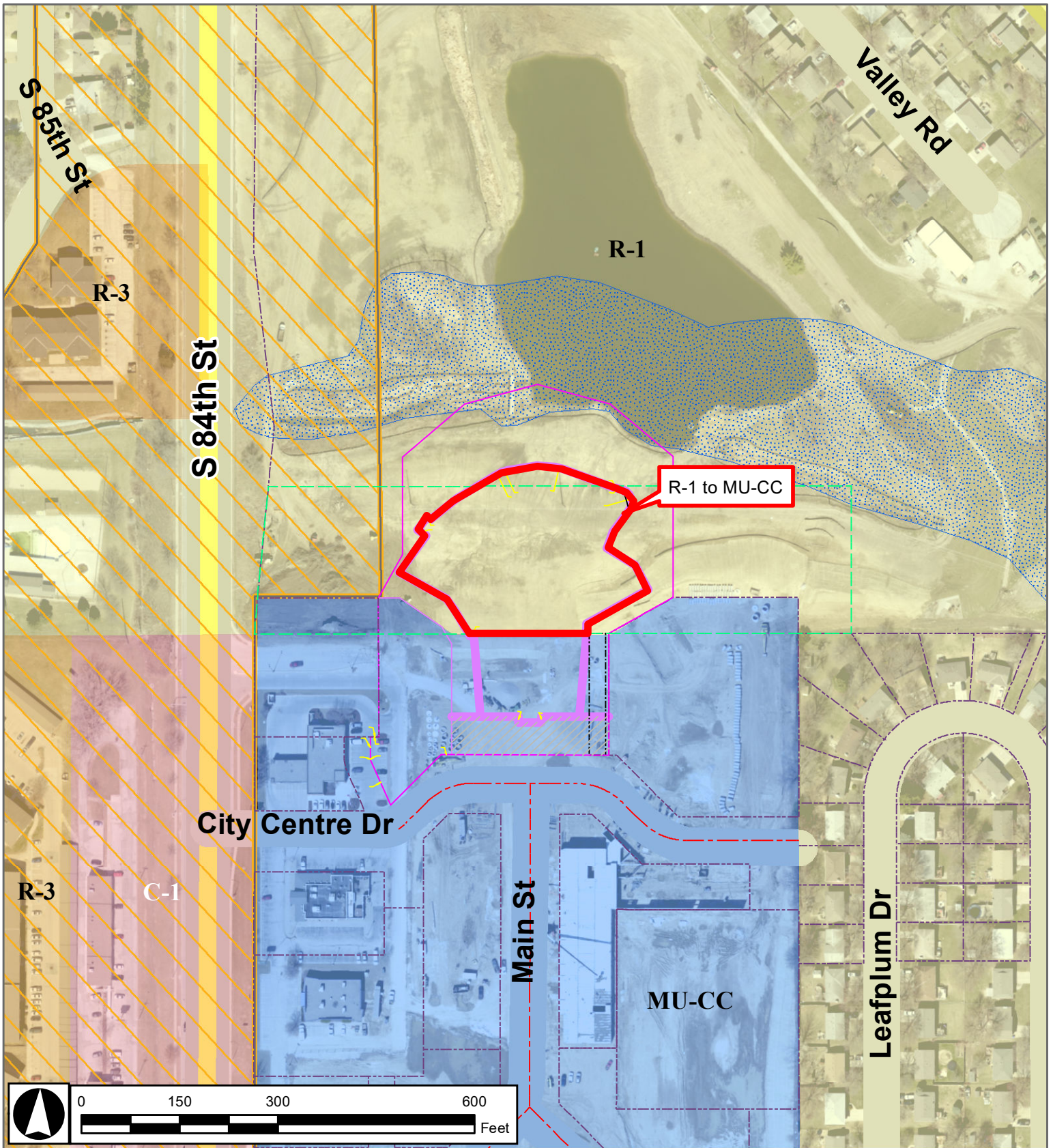
VII. COPIES OF REPORT SENT TO:

1. Eric Williams, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request

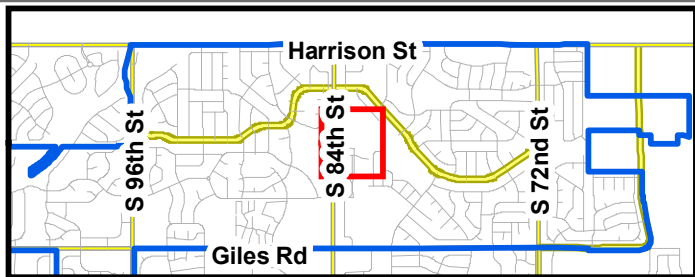
Prepared by:

Community Development Director

Date



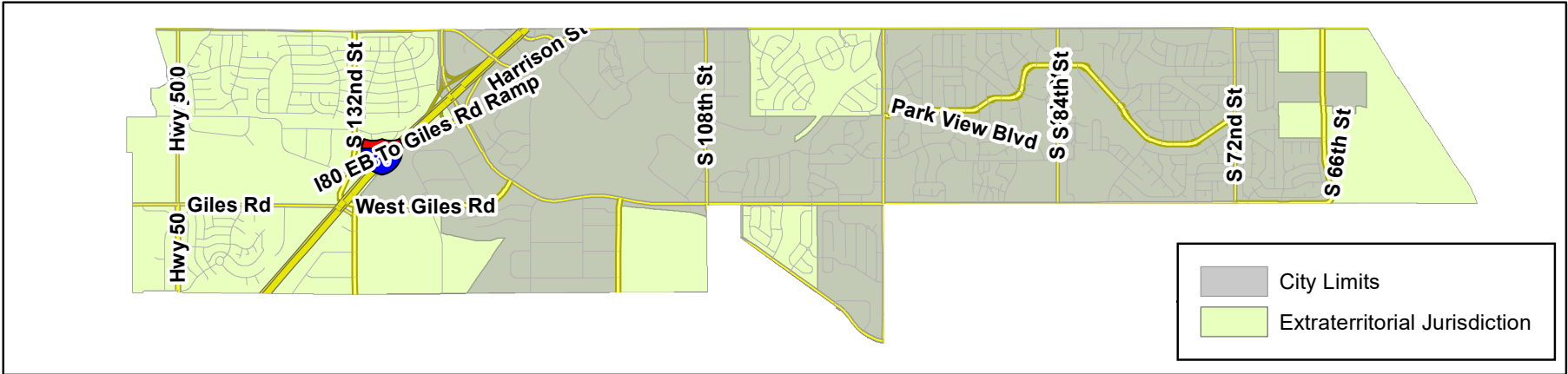
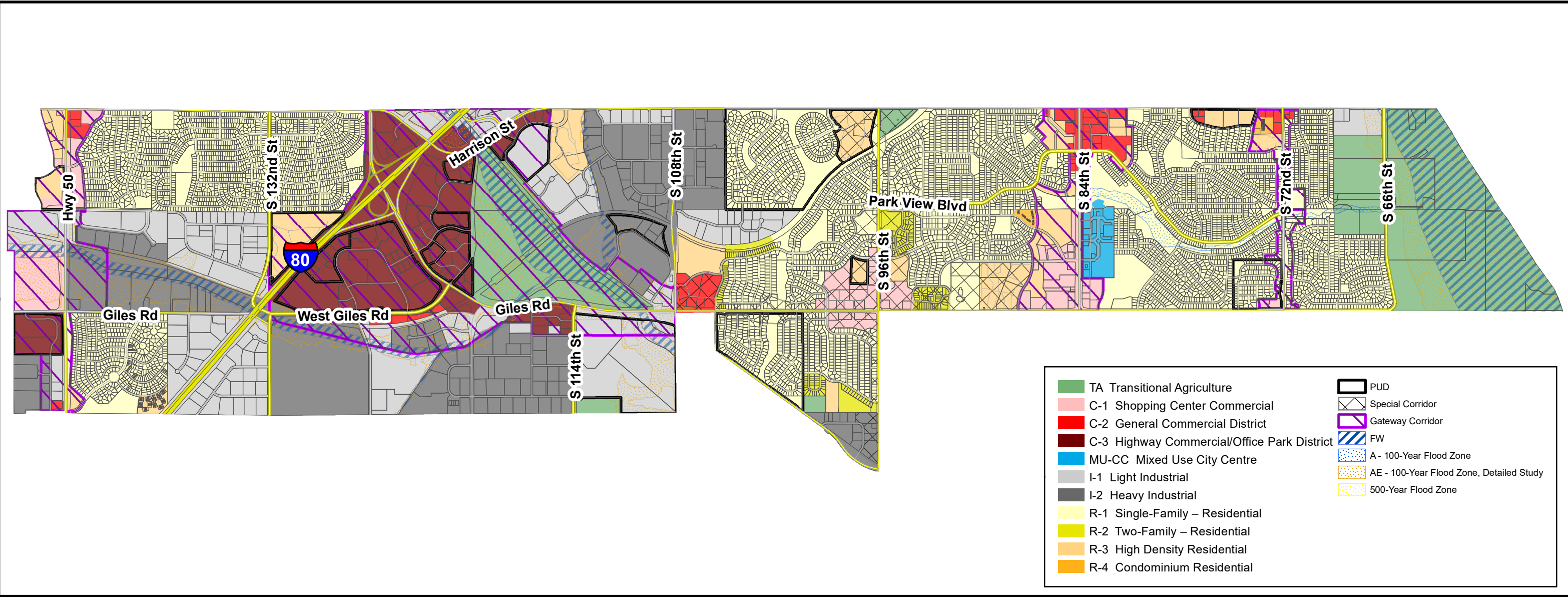
Project Vicinity Map



La Vista City Centre Theater Zoning Map Amendment

1/30/2020
CAS





City of La Vista
Official Zoning Map
Adopted March 3, 2020
Ordinance Number _____



2-11-2020
Drawn By: CB



AGENDA ITEM 4E

**Conditional Use Permit—Proposed Lot 3 La Vista
City Centre Replat 4—La Vista City Centre, LLC**



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PCUP 19-0003

FOR HEARING OF: February 20, 2020

Report Prepared on: January 28, 2020

I. **GENERAL INFORMATION**

A. **APPLICANT:**

La Vista City Centre LLC
P.O. Box 428
Boys Town, NE 68010

B. **PROPERTY OWNERS:**

PT of Tax Lot 12, 14-14-12:

City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

PT of Outlot A La Vista City Centre:

City of La Vista
8116 Park View Blvd.
La Vista, NE 68128

PT of Lot 13 La Vista City Centre:

La Vista City Centre LLC
P.O. Box 428
Boys Town, NE 68010

C. **LOCATION:** North of the intersection of Main Street and City Centre Drive.

D. **LEGAL DESCRIPTION:** Portions of Tax Lot 12 14-14-12, Lot 13 La Vista City Centre, and Outlot A La Vista City Centre (Proposed to be platted as Lot 3 of La Vista City Center Replat 4).

E. **REQUESTED ACTION(S):** Conditional Use Permit for proposed Lot 3 La Vista City Centre Replat 4 to allow for the construction and operation of an Event Center.

F. **EXISTING ZONING AND LAND USE:**

- Portions of Tax Lot 12 14-14-12 - R-1, Single-Family Residential with Gateway Corridor District (Overlay District); vacant; unused
- Portions of Lot 13 and Outlot A La Vista City Centre - Mixed Use City Centre; vacant.

G. PURPOSE OF REQUEST:

1. Conditional Use Permit for proposed Lot 3 La Vista City Centre Replat 4 to allow for the construction and operation of an Event Center.

H. SIZE OF SITE: 2.03 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The land has a significantly increasing downward slope to the north.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space
2. **East:** Lot 14 La Vista City Centre, MU-CC, Mixed Use City Centre District; Mixed Use development; and La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.
3. **South:** La Vista City Centre; MU-CC, Mixed Use City Centre District; Mixed Use development.
4. **West:** Lot 12 La Vista City Centre Replat 3, MU-CC, Mixed Use City Centre District; vacant; and La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.

C. RELEVANT CASE HISTORY:

1. The final plat for La Vista City Centre was originally approved by City Council on July 19, 2016.
2. On September 17, 2019 City Council adopted an update to the La Vista Comprehensive Plan's Future Land Use Map to re-designate portions of the proposed Lot 3 La Vista City Centre Replat 4 from Recreational to Mixed Use.

D. APPLICABLE REGULATIONS:

1. Chapter 3 of the La Vista Comprehensive Plan – Future Land Use Map
2. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
3. Section 6 of the Zoning Regulations – Conditional Use Permits

III. ANALYSIS

- A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates the proposed Lot 3 La Vista City Centre Replat 4 as Mixed Use.
- B. **OTHER PLANS:** This area has also been designated as blighted and substandard and in need of redevelopment. A proposed amendment to the *84th Street Redevelopment Plan* would incorporate part of the northern portion of the former City golf course into the mixed use redevelopment project area.

C. **TRAFFIC AND ACCESS:**

1. The proposed La Vista City Center Replat 4 Final Plat includes the dedication of additional right-of-way along City Centre Drive. This allows for right-of-way access to the lot in this request.
2. The access point at 84th Street and Summer Drive has been converted to a temporary construction entrance. Existing access to City Centre Drive is from Main Street, with connections to 84th Street and Giles Road through the internal road system. The development plan also proposes the connection of City Center Drive to 84th Street.

Sidewalk and trail connections will be made at the time of development for each of the parcels involved in the plat.

3. A technical memorandum regarding traffic has been provided to update the previous traffic impact study performed by Olsson in August 2016 for the La Vista City Centre project. This memorandum was compiled to assess the traffic impacts associated with the land use proposed on the north end of the La Vista City Centre project.

Staff review of the technical memorandum concluded that the infrastructure that exists and that has been designed and nearing completion in La Vista City Centre is sufficient for the smaller events. That is based on the prediction in the memo that up to 400 persons in 200 vehicles would be arriving during the PM peak hour, which will overlap with the typical PM peak demand of the corridor.

For larger outdoor events (15 per year) and indoor events (estimated at 130 per year), it is recommended that an Event Traffic Management Plan be prepared and made part of a Security, Maintenance, and Operations Plan and Conditional Use Permit. Such plan shall be approved by, and on record with the La Vista Police Department as a condition of the Conditional Use Permit. The proposed permit also would provide for adjustment of event start times as needed if anticipated traffic for events overlapping with peak hour

traffic on 84th Street is greater than the predicted in the technical memorandum,

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. Development of such use will require the rezoning of portions of proposed Lot 3 La Vista City Centre Replat 4 to the MU-CC, Mixed Use-City Center zoning district prior to approval of the Conditional Use Permit.
2. Owner will need to acquire and maintain a liquor license from the Nebraska Liquor Control Commission.
3. Events in the indoor music venue will end by 12:00 a.m. (midnight). Events in the outdoor amphitheater will end by 10:00 p.m. Sunday through Thursday and by 10:30 p.m. Friday through Saturday.

V. STAFF RECOMMENDATION – Comprehensive Plan Amendment:

Staff recommends approval of the Conditional Use Permit for an Event Center, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Proposed Conditional Use Permit

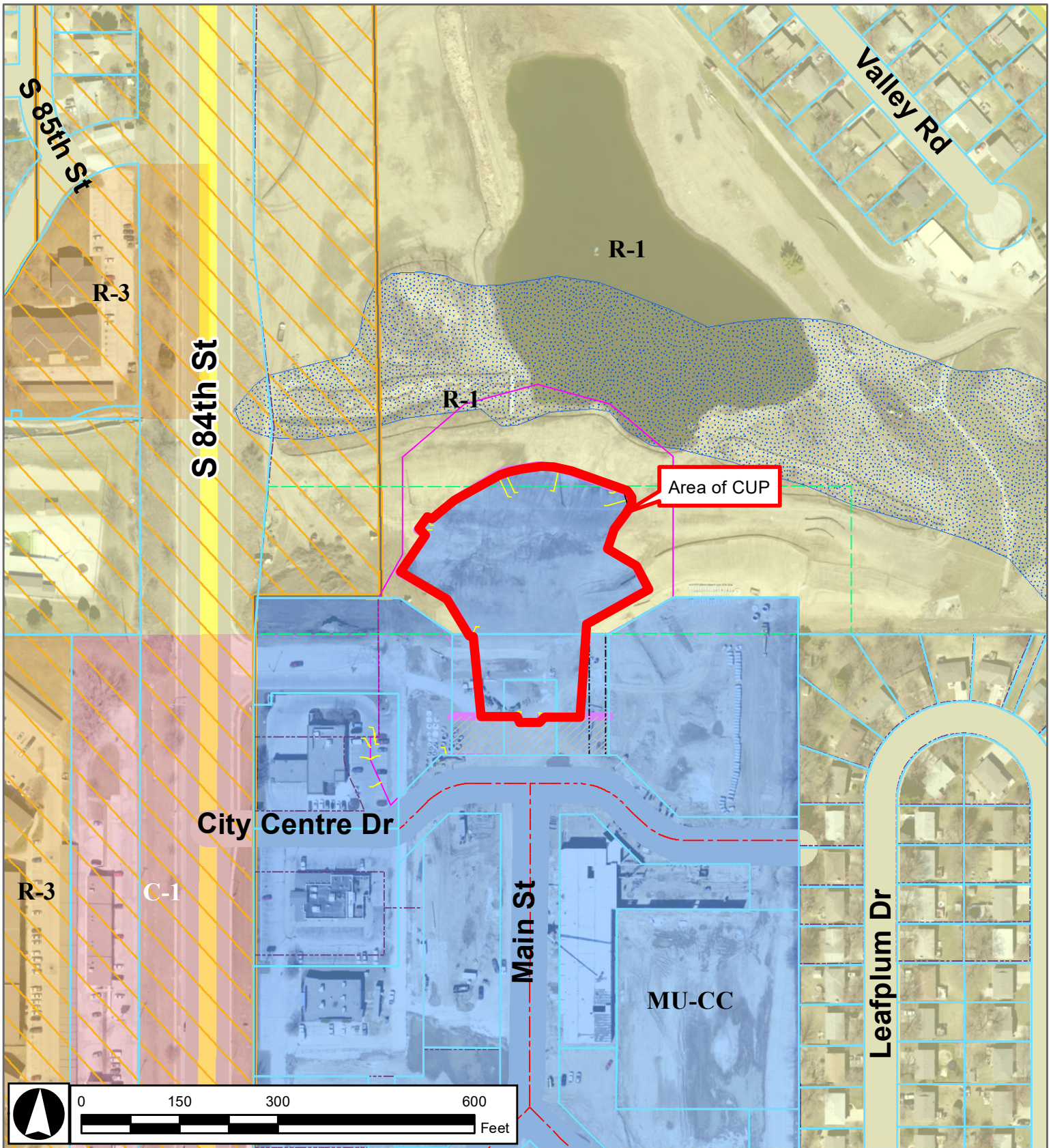
VII. COPIES OF REPORT SENT TO:

1. Eric Williams, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request

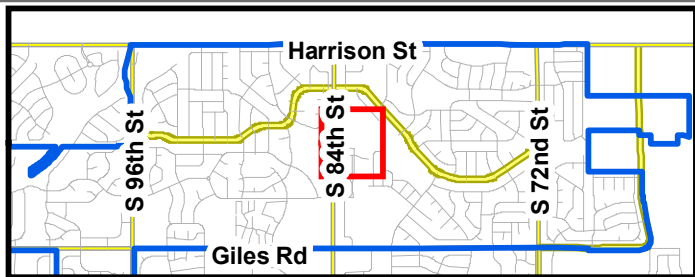
Prepared by

Community Development Director

Date



Project Vicinity Map



**La Vista City Centre Theater
Conditional Use Permit**

2/15/2020
CAS



City of La Vista Conditional Use Permit

Conditional Use Permit for Indoor/Outdoor Event Center

This Conditional Use Permit (“Permit” or “Conditional Use Permit”) issued effective as of the Effective Date specified below by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to City Centre Music Venue, LLC and Astro Theatre, LLC, each a Nebraska limited liability company (together referred to herein as “Permittee”), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Permittee wishes to construct and operate an event center upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 3, La Vista City Centre Replat 4, Located in the NW & SW ¼ Section 14, Township 14 North, Range 12 East of the 6th P.M. in Sarpy County, Nebraska (“Property”)

WHEREAS, La Vista City Centre, LLC on behalf of Permittee has applied for a conditional use permit for the purpose of locating and operating an event center; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the Permittee for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the Permittee to use the Property for an event center, said use hereinafter being referred to as “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights or obligations granted or imposed by this permit shall run with the land, are transferable, and shall be binding on any successors or assigns. Any deviation from or breach of any terms hereof shall cause permit to expire and terminate.
2. In respect to the proposed Use:
 - a. The use shall be limited to and in accordance with the operations described in the Operational Statement, attached as Exhibit “A” and incorporated by reference into this Permit, or described elsewhere in this Permit. Any material change in operations, including, but not limited to, the hours of operation or additional or different uses or services provided, shall require review by the Planning Department and may require an amendment to the Conditional Use Permit, subject to Planning Department, Planning Commission, and/or City Council approval, depending on the nature of the proposed change.
 - b. The Property shall be developed and maintained in accordance with the site plan and elevations, as attached as Exhibits B and C, respectively, approved by the City Council, and incorporated herein by this reference, which site plan includes without limitation the boundaries of the Property and any easements, proposed structures and orientation, parking, access points, and drives. Any proposed modifications to the site plan or elevations shall be submitted to the Chief Building Official and subject to such approval as specified by applicable law or regulations.

- c. The use shall conform to the Security, Maintenance, and Operations Plan approved by and on file with the La Vista Police Chief or his or her designee from time to time (“Designated Police Contact”). A copy of the approved Security, Maintenance, and Operations Plan shall be maintained on site. At least ten (10) days before implementing any proposed change to requirements or contents of the Security, Maintenance, and Operations Plan, the Permittee shall submit the proposed change to the Designated Police Contact. Any such change shall be subject to approval of the Designated Police Contact.
 - d. Operations must comply with the Event Traffic Management Plan within the Security, Maintenance, and Operations Plan.
 - e. All spaces, facilities, and equipment must be maintained in a neat, good, working, sanitary and aesthetic condition and repair, and in accordance with applicable requirements, including without limitation any applicable design standards.
 - f. The Permittee shall make regular inspections of the premises and structures at least annually, and the operation thereof for any hazard or risk, including, but not limited to, those of an environmental or safety nature. The Permittee shall take immediate action to protect persons, property and the environment from any damage, injury or loss, or risk thereof, arising out of or resulting from any hazard or risk on the premises and to abate any hazard or risk and remove it from the premises in accordance with any applicable laws, rules or regulations, as amended or in effect from time to time.
 - g. Permittee and the Use shall comply with all applicable federal, state and/or local laws, rules, or regulations, as adopted or amended from time to time.
 - h. Permittee hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the Permittee, or any agents, employees, assigns, suppliers or invitees of Permittee arising out of or resulting from the Permitted Use.
3. The Permittee’s Use as approved pursuant to these provisions shall be subject to the following:
 - a. An annual inspection to determine compliance with the conditions of approval.
 4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Permittee’s abandonment of the permitted use. Non-use thereof for a period of twelve (12) consecutive months shall constitute a presumption of abandonment, except in cases of cessation due to casualty or renovation when repairs, reconstruction, or construction is diligently progressing.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and failure to correct the same within the timeframes provided in subsection “c” below.
 - c. Permittee’s breach of any other terms hereof and its failure to correct such breach within thirty (30) days of City’s giving notice thereof, or, to the extent such breach cannot be corrected within said thirty (30) days, Permittee shall have as long as reasonably necessary to correct the breach provided they commence correction efforts within said thirty (30) days and diligently pursue to completion.
 5. In the event of the Permittee’s failure to promptly remove any hazard from the premises, or the Use and permit end and Permittee fails to promptly remove any structures or any remaining hazard, the City may, at its option (but without any obligation to the Permittee or any third party to exercise said option) cause the same to be removed at Permittee’s cost and the Permittee shall reimburse the City the costs incurred to remove the same.
 6. If any provision, or any portion thereof, contained in this Permit is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be jointly and severally binding upon City Centre Music Venue, LLC and Astro Theatre, LLC and their respective successors and assigns.

1. Delay of City to terminate this permit on account of breach of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach, and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the Permittee as follows:

Contact Name and Address: Chris Erickson
City Centre Music Venue, LLC
222 S. 15th Street, STE 1404S
Omaha, NE 68102

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam Buethe
City Clerk

CONSENT AND AGREEMENT

The undersigned do hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of each of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned do hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required to be performed or discharged by Permittee.

City Centre Music Venue, LLC:

By: _____

Title: _____

Date: _____

Astro Theatre, LLC

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Bueth, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [____], personally known by me to be the _____ of City Centre Music Venue. LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared [____], personally known by me to be the _____ of Astro Theatre. LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

CITY+VENTURES

ASTRO THEATER OPERATING STATEMENT

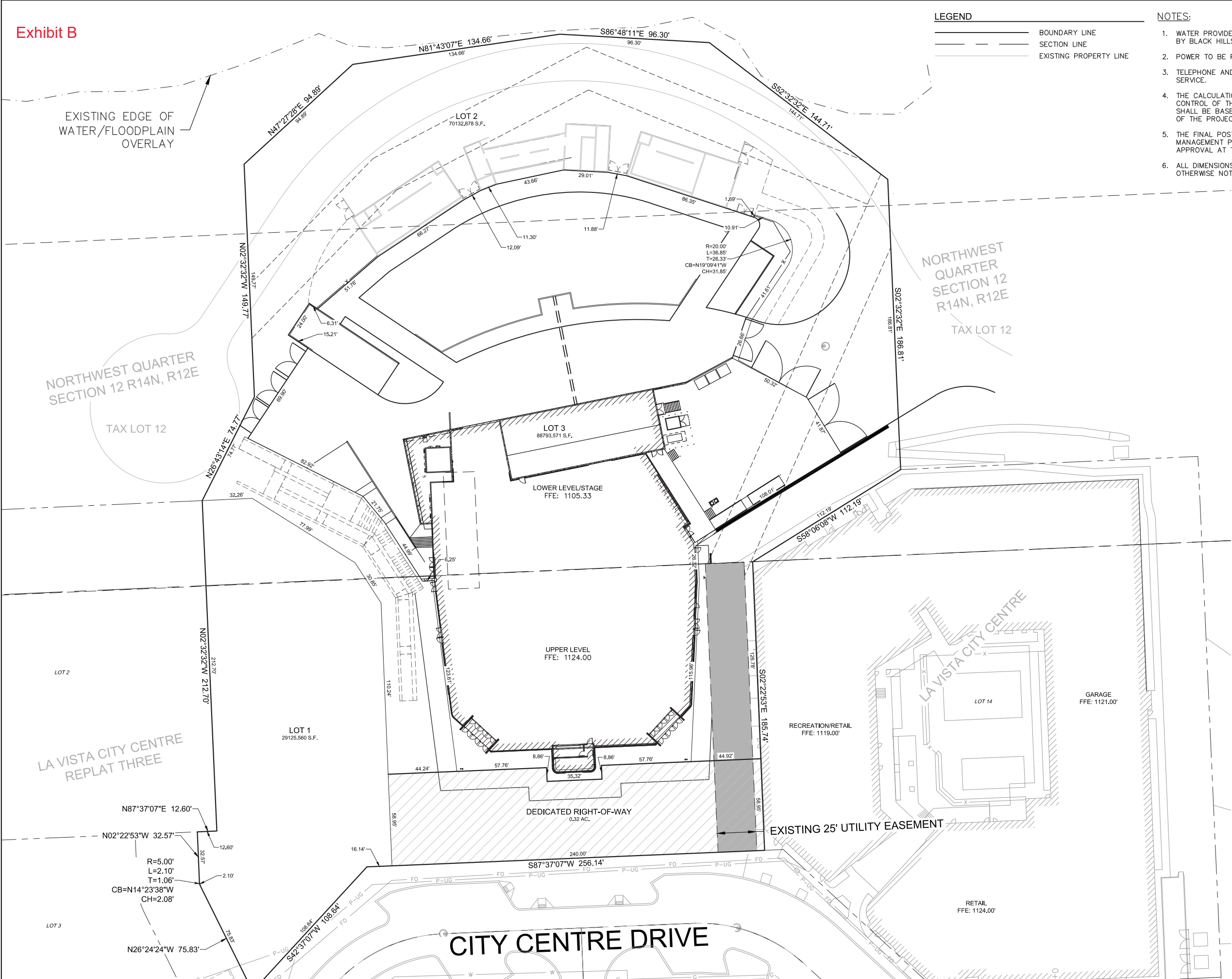
City Ventures, 1% Productions, and Mammoth, Inc., though affiliated entities, intend to acquire, develop and operate on Lot 13 of the previously approved La Vista City Centre project and adjunct parcels a state of the art, best in market live performance indoor/outdoor event center. This project shall consist of 56,157 square feet of building and surrounding outdoor live performance venue, to be named the Astro Theater. The estimated occupant load of the indoor amphitheater is 3,290 occupants and the outdoor music venue is estimated to hold 4,455 occupants.

The intent is to have an estimated 150 events (music, comedy, and other live entertainment) per calendar year at the event center, the dates of the shows will vary based on the availability of musicians, so there are no set days of operation. The outdoor amphitheater will be limited to 15 events per calendar year. The event center shall open doors one hour prior to the show. Events in the indoor music venue will end by midnight (CST). For the outdoor amphitheater, events will end by 10:00 PM (CST) for any day from Sunday through Thursday and will end by 10:30 PM (CST) on Friday or Saturday. Agreements with performers or others in connection with use of the event venue will include sound level parameters in accordance with applicable standards. The number of events or hours of operation in this paragraph excludes and does not apply to events pursuant to the right of the City or its designee to use the event center.

The Applicant will be issuing an RFP for General Contracting Services to a select list of bidders and they have contracted with TACK Architects for Architectural Services and Olsson Associates for civil, survey, & public improvement design and construction administration for the Project.

DWG: F:\2016\0501-1000\016-0546\40-Design\AutoCAD\Preliminary Plans\La Vista City Theater\Sheets\C_SIT_Lot 13_0160546.dwg USER: ewilliams
DATE: Jul 01, 2019 12:27pm XREFS: c_pbase-private_60546 C_PBASE-LOT13_60546 C_UTIL_60546 C_PSTRM_60546 PRE-REVISION 1 C_PBASE-LOT14_60546 C_PBNDRY-LOT13_60546 C_PSSWR_60546 C_XSSWR_LOT13_60546

Exhibit B



LEGEND

- BOUNDARY LINE
- SECTION LINE
- EXISTING PROPERTY LINE

NOTES:

1. WATER PROVIDED BY M.U.D. GAS TO BE PROVIDED BY BLACK HILLS ENERGY.
2. POWER TO BE PROVIDED BY O.P.P.D.
3. TELEPHONE AND CABLE TO BE PROVIDED BY LOCAL SERVICE.
4. THE CALCULATION OF THE AREA REQUIRING CONTROL OF THE FIRST ONE HALF INCH OF RUNOFF SHALL BE BASED ONLY ON THE IMPERVIOUS AREA OF THE PROJECT BEING ADDED OR REPLACED.
5. THE FINAL POST CONSTRUCTION STORMWATER MANAGEMENT PLAN SHALL BE SUBMITTED FOR APPROVAL AT THE TIME OF BUILDING PERMIT.
6. ALL DIMENSIONS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.

olsson

2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402.341.1116
www.olsson.com

PRELIMINARY SITE PLAN		REVISIONS	
LA VISTA CITY CENTRE THEATER LOTS 1 THRU 3	2019	REV. NO.	DATE
LA VISTA, NEBRASKA			

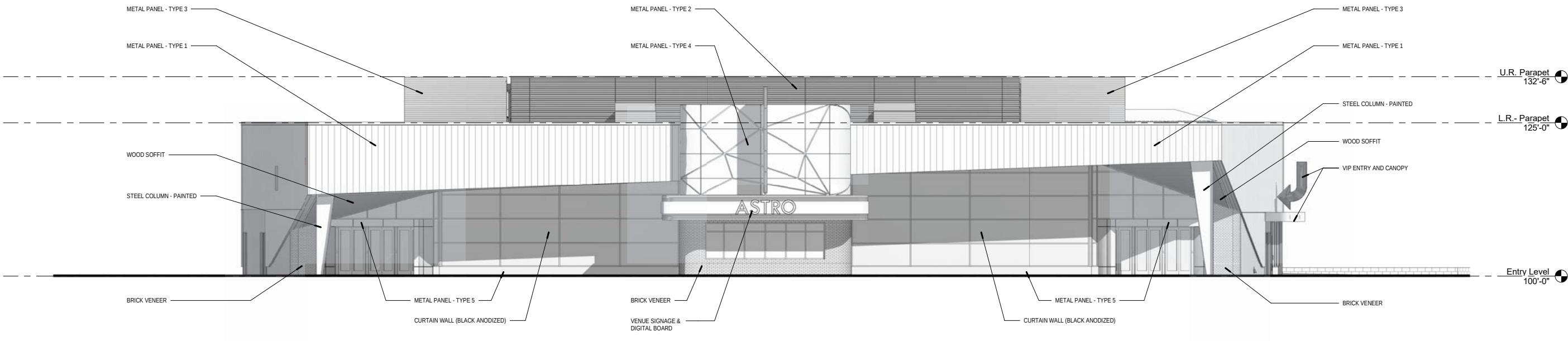
drawn by: JLC
checked by: EW
approved by: ERG
QA/QC by: ERG
project no.: 016-0546
drawing no.:
date: 06.13.19

SHEET
C2.1

Exhibit C



SOUTH ELEVATION - COLORED



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

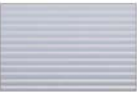
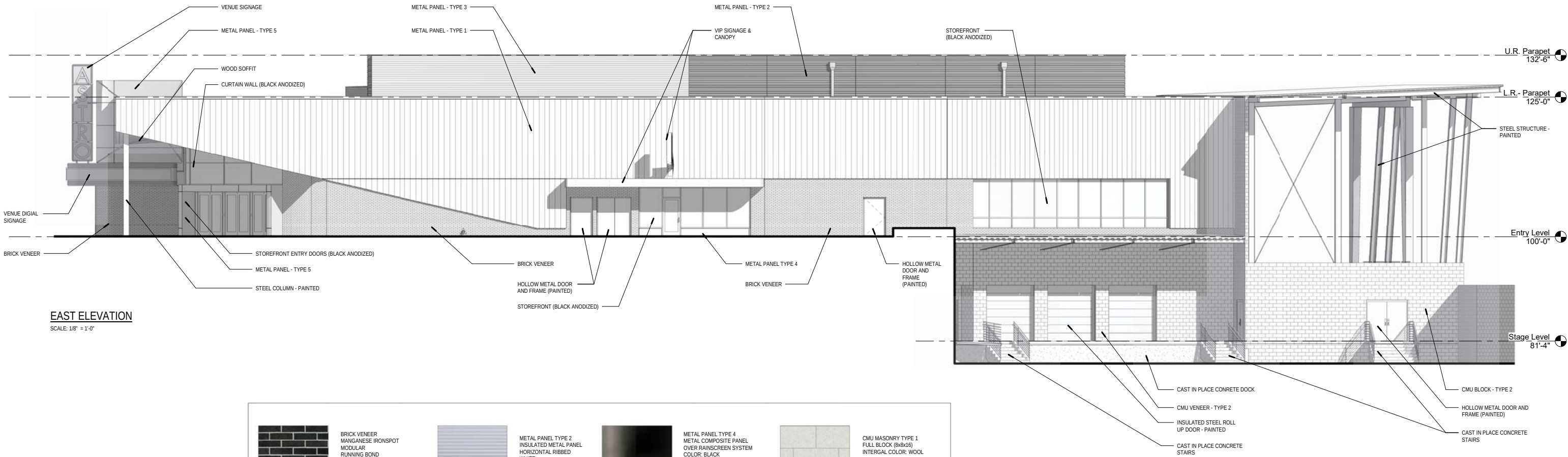
	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGRAL COLOR: WOOL
	METAL PANEL - TYPE 1 1'-0" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x16) INTERGRAL COLOR: PEWTER

Exhibit C



EAST ELEVATION - COLORED



EAST ELEVATION
SCALE: 1/8" = 1'-0"

ASTRO THEATER
Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019

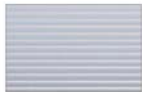
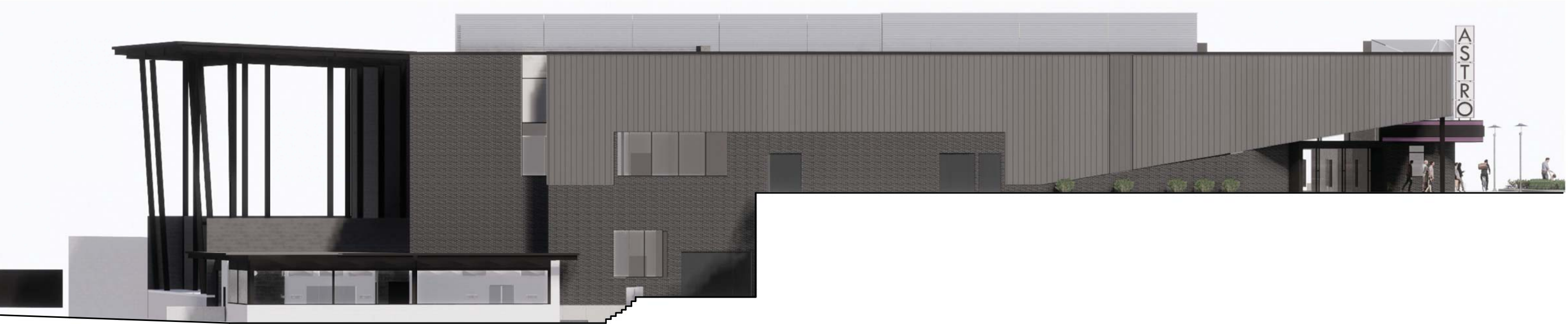
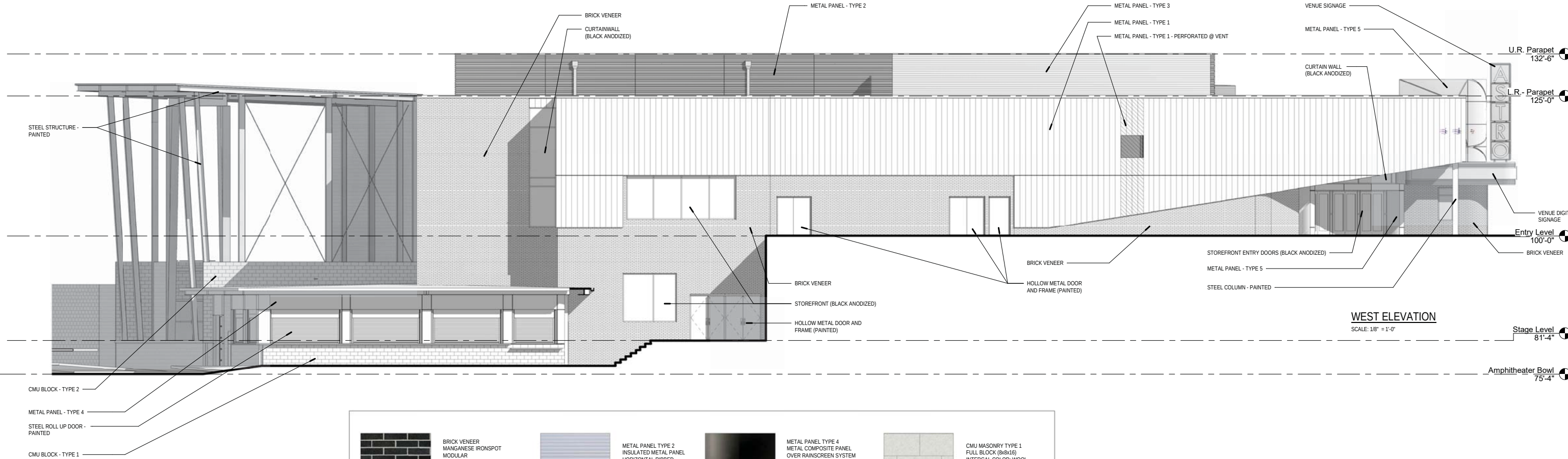
	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGAL COLOR: WOOL
	METAL PANEL - TYPE 1 1'-0" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x16) INTERGAL COLOR: PEWTER

Exhibit C



WEST ELEVATION - COLORED



WEST ELEVATION

ASTRO THEATER

Project Number: 2017.008.00
Project Status: Design Review
Date: 07/02/2019



BRICK VENEER
MANGANESE IRONSPOT
MODULAR
RUNNING BOND
VELOUR



METAL PANEL TYPE 2
INSULATED METAL PANEL
HORIZONTAL RIBBED
WHITE



METAL PANEL TYPE 4
METAL COMPOSITE PANEL
OVER RAINSCREEN SYSTEM
COLOR: BLACK



CMU MASONRY TYPE 1
FULL BLOCK (8x8x16)
INTERGAL COLOR: WOOL



METAL PANEL - TYPE 1
1'-0" FLUSH FACE PANEL
W/ CONCEALED FASTENERS
MISTIQUE PLUS



METAL PANEL TYPE 3
METAL COMPOSITE PANEL
OVER RAINSCREEN SYSTEM
COLOR: SILVER



METAL PANEL TYPE 5
METAL COMPOSITE PANEL
OVER RAINSCREEN SYSTEM
COLOR: SILVER

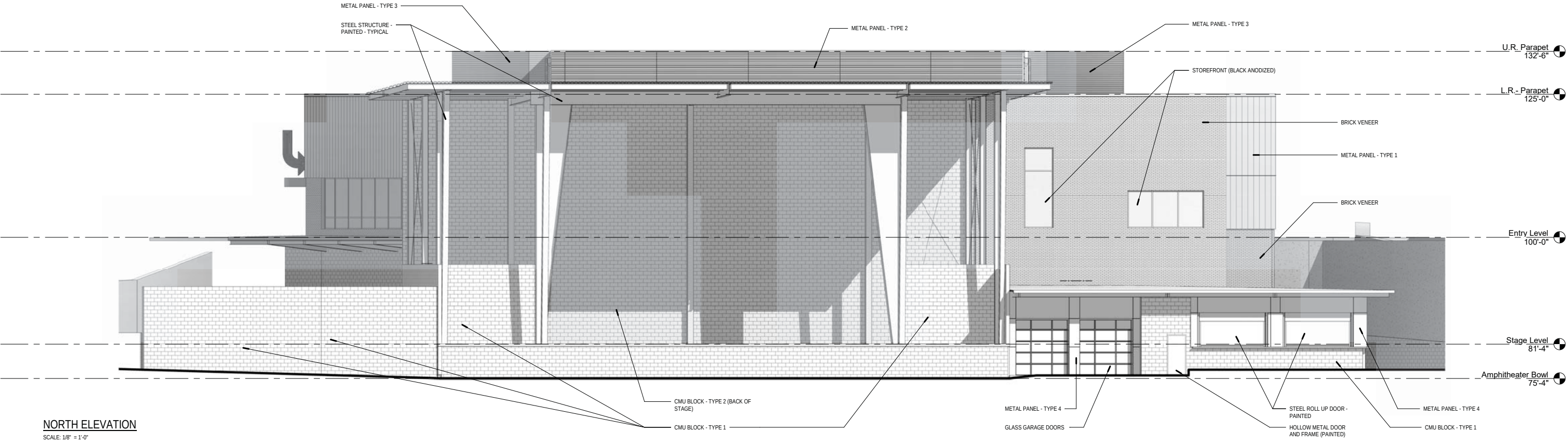


CMU MASONRY TYPE 2
FULL BLOCK (8x8x16) &
VENEER (8x4x16)
INTERGAL COLOR: PEWTER

Exhibit C



NORTH ELEVATION - COLORED



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

	BRICK VENEER MANGANESE IRONSPOT MODULAR RUNNING BOND VELOUR		METAL PANEL TYPE 2 INSULATED METAL PANEL HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 4 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: BLACK		CMU MASONRY TYPE 1 FULL BLOCK (8x8x16) INTERGRAL COLOR: WOOL
	METAL PANEL - TYPE 1 1'-0" FLUSH FACE PANEL W/ CONCEALED FASTENERS MISTIQUE PLUS		METAL PANEL TYPE 3 HORIZONTAL RIBBED WHITE		METAL PANEL TYPE 5 METAL COMPOSITE PANEL OVER RAINSCREEN SYSTEM COLOR: SILVER		CMU MASONRY TYPE 2 FULL BLOCK (8x8x16) & VENEER (8x4x16) INTERGRAL COLOR: PEWTER