

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

Subject:	Type:	Submitted By:
THIRD AMENDMENT TO SUBDIVISION AGREEMENT LA VISTA CITY CENTRE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

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

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

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

The City is a party to La Vista City Centre Subdivision Agreement dated December 1, 2016 (“2016 Subdivision Agreement”), as amended by the First Amendment in 2019 and Second Amendment in 2021 (the 2016 Subdivision Agreement as modified by the First Amendment and Second Amendment are referred to as “Subdivision Agreement”). The Subdivision Agreement, among other things, describes and otherwise provides for Subdivider Improvements to be constructed within the Mixed Use Redevelopment Project Area, including without limitation types, uses and minimum requirements for retail and office uses of Phase I Subdivider Improvement and subsequent phases (“Minimum Uses”), and dining or other retail for the street level of the existing building on Lot 14, La Vista City Centre. A Third Amendment to Subdivision Agreement is proposed to modify Minimum Uses and allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre. The Third Amendment only affects real estate owned by the Subdivider.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING THIRD AMENDMENT TO SUBDIVISION AGREEMENT, LA VISTA CITY CENTRE.

WHEREAS, the City in 2016 entered a Subdivision Agreement - La Vista City Centre dated December 1, 2016 ("2016 Subdivision Agreement"), as amended in 2019 by a First Amendment and in 2021 by a Second Amendment (the 2016 Subdivision Agreement, as modified by the First Amendment and Second Amendment, is referred to as "Subdivision Agreement"). A Third Amendment to Subdivision Agreement is proposed as presented at this meeting or on file with the City Clerk to modify Minimum Uses and allow multiple family dwelling for part of the street level of the existing building on Lot 14, La Vista City Centre. The Third Amendment to Subdivision Agreement only affects parcels within the 84th Street Redevelopment Area owned by Subdivider.

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

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

PASSED AND APPROVED THIS 19TH DAY OF MARCH 2024.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

K:\APPS\City Hall\24 FINAL RESOLUTIONS\24. Third Amendment -
Subdivision Agr 03.15.2024.Doc

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

THIRD AMENDMENT TO SUBDIVISION AGREEMENT

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

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

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

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

Upon Recording Please Return To:

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

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

Lot ownership:

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

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

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

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

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

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

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

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

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

IV. Other.

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

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

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

h) Building Requirements. Except for Design Standards in the 2024 Redevelopment Agreement, or as otherwise provided by agreement of the CDA and Redeveloper in accordance with the 2024 Redevelopment Agreement or any other redevelopment contract, building requirements applicable to the project shall be as set forth in zoning and subdivision regulations and building and other codes of the City of La Vista, as enacted or amended from time to time.

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

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

k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2021 Subdivision Agreement.

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

m) Notwithstanding anything in this Amendment to the contrary:

- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2021 Subdivision Agreement, as amended by this Amendment, the 2024 Redevelopment Agreement, or the 2024 Redevelopment Plan; and
- (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes,

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

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

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

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

[Signature Pages to Follow.]

CITY OF LA VISTA:

Douglas Kindig, Mayor
City of La Vista

ATTEST:

Pamela A. Buethe, City Clerk, MMC

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

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

[Seal]

Notary Public

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

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

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

By: _____

By: _____

Its: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

ASTRO THEATER, LLC,
a Nebraska corporation

By: _____

Name: _____

Its: _____

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

[Seal]

Notary Public

STORE MASTER FUNDING XXI LLC,
a Delaware limited liability company

By: _____

Print Name: : _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

ROCKET PROPERTY COMPANY LLC
a Delaware limited liability company

By: _____

Print Name: : _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

LA VISTA CAR WASH LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

CITY CENTRE 1, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

CITY CENTRE 1.1, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

CITY CENTRE 2, LLC,
a Nebraska limited liability company

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

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

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

By: _____
Christopher L. Erickson, Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

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

[Seal]

Notary Public

TENANT/SECURED PARTY CONSENT

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

Dated this _____ day of _____, _____.

_____, a _____

By _____
Its _____

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

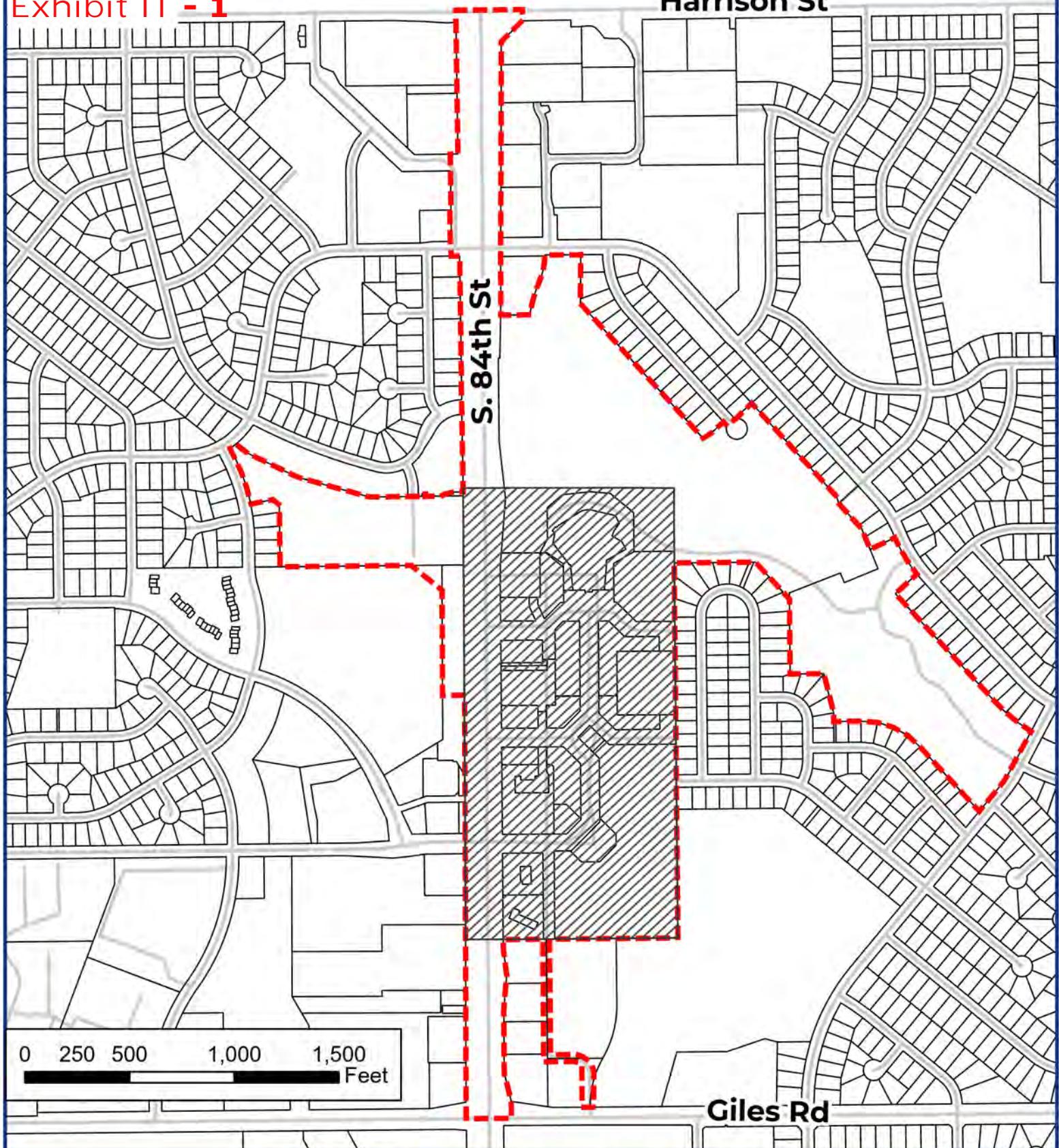
Notary Public

SEE ATTACHED PAGES

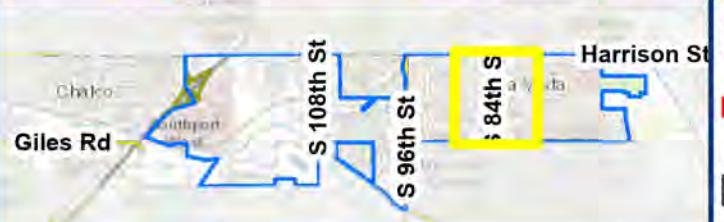
Exhibit II

Exhibit II - 1

Harrison St



84th Street Redevelopment Plan Amendment #3

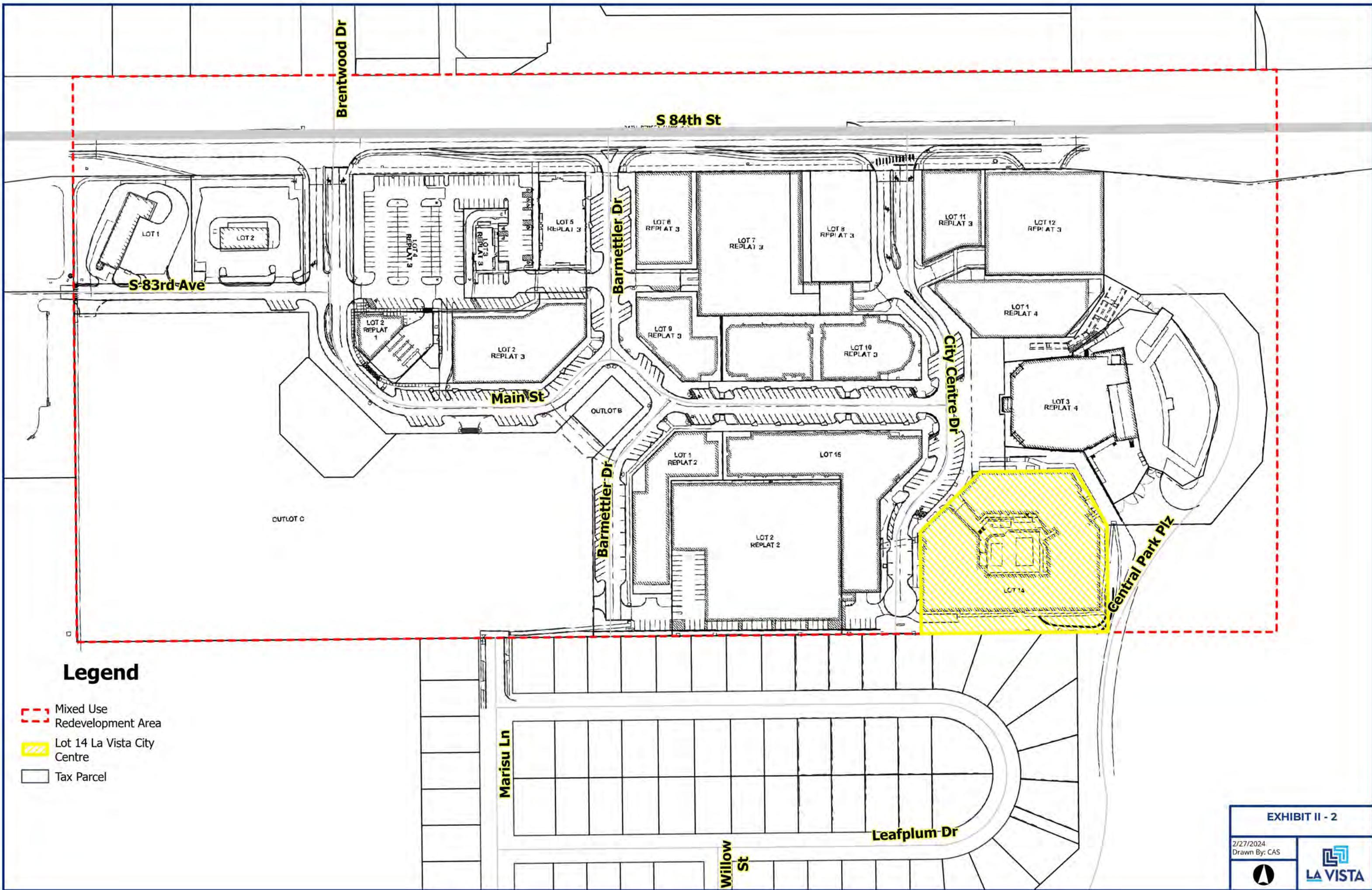


Legend

Redevelopment Area - 84th St
Redevelopment Plan

Redevelopment Area -
Redevelopment Plan Amendment #3





LOT 14 La Vista City Centre

Exhibit II - 3



1 FIRST FLOOR - FLS
32.01-P2 3 3/64" x 1'-0"

1177020 1581079

2 LOFT - FLS
32.01-P2 3 3/64" x 1'-0"

Lofted Levels