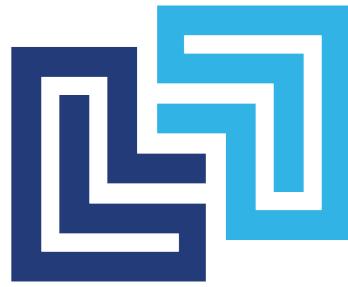


## **AGENDA ITEM 5A**

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

# MEMO



**TO:** Planning Commission

**FROM:** Christopher Solberg, AICP, Deputy Community Development Director

**DATE:** 12/19/2024

**RE:** Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area – Amendment No. 4 & Comprehensive Development Plan Amendment to Incorporate Redevelopment Plan Amendment No. 4

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Public hearings have been scheduled, and the Planning Commission is asked to make recommendations to the City Council regarding the proposed Redevelopment Plan for the 84th Street Redevelopment Area - Amendment No. 4 ("Amendment No. 4"), and a proposed ordinance that would amend the City's Comprehensive Development Plan to incorporate Amendment No. 4 into the Comprehensive Development Plan ("Comprehensive Development Plan Ordinance"), assuming Amendment No. 4 is adopted.

The proposed amendment incorporates the development of a hotel on a portion of Lot 2 La Vista City Centre Replat 5 (proposed Lot 1 La Vista City Centre Replat 6) into the 84th Street Redevelopment Area.

The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment ("Redevelopment Area"). To eliminate and prevent recurrence of the substandard and blighted area, the City of La Vista Community Development Agency recommended, and the City Council approved, the Redevelopment Plan for the 84th Street Redevelopment Area ("Initial Redevelopment Plan") in 2013, Amendment No. 1 in 2016, Amendment No. 2 in 2020, and Amendment No. 3 in 2024. The Initial Redevelopment Plan, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, is referred to in this Memorandum as "Redevelopment Plan", which among other things included and further refined a mixed-use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. The Comprehensive

Development Plan, which is the general plan for development of the City as a whole, also was amended to incorporate the Initial Redevelopment Plan, Amendment No. 1, Amendment No. 2, and Amendment No. 3 in 2013, 2016, 2020, and 2024 respectively, and accordingly the Initial Redevelopment Plan, Amendment No. 1, Amendment No. 2, and Amendment No. 3 each was in conformance with the Comprehensive Development Plan and general plan for development of the City as a whole, as amended. At each stage before Council action on a matter described above, a public hearing and recommendation of the Planning Commission was held and obtained.

An additional proposed amendment to the Redevelopment Plan, titled *"Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 4"* ("Amendment No. 4") is presented at this meeting to, among other things, provide further specification with respect to certain improvements and applicable provisions of the mixed-use redevelopment project or public improvement redevelopment project within the Redevelopment Area, 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. 4 as to its conformance with the Comprehensive Development Plan, as the general plan for the development of the City as a whole, which also would be amended pursuant to the proposed Comprehensive Development Plan Ordinance to incorporate Amendment No. 4 if adopted. The proposed Comprehensive Development Plan Ordinance is also submitted for Planning Commission review and recommendation to the Council after a separate public hearing. Notices of public hearings have been published and provided in accordance with applicable laws.

#### STAFF RECOMMENDATION

Staff recommends approval of Redevelopment Plan Amendment No. 4 as the amendment is in conformance with the general plan for development of the City as a whole, and the Comprehensive Development Plan Ordinance to incorporate Redevelopment Plan Amendment No 4, subject to any conditions specified by the Planning Commission in its recommendations.

RESOLUTION NO \_\_\_\_\_

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING REDEVELOPMENT PLAN FOR THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA - AMENDMENT NO. 4 TO THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AND GOVERNING BODY OF THE CITY

NOW THEREFORE BE IT RESOLVED, that

1. Proposed Amendment No. 4 to the Redevelopment Plan "84th Street Redevelopment Area," as previously amended, ("Redevelopment Plan Amendment No. 4") is provided by the La Vista Community Development Agency ("Agency") as presented at this meeting for review and recommendations of the Planning Commission as to its conformity and conformity of the Redevelopment Plan as amended by Redevelopment Plan Amendment No. 4 with the general plan for the development of the City as a whole, as provided in the La Vista Comprehensive Plan. An amendment to the City of La Vista Comprehensive Plan, as previously amended, ("Comprehensive Plan"), is presented at this meeting as a separate agenda item to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan ("Comprehensive Plan Amendment").
2. The Planning Commission, after notice and hearing, reviewed Redevelopment Plan Amendment No. 4 and recommends to the Agency and governing body of the City of La Vista such Redevelopment Plan Amendment No. 4 as in conformity, and conformity of the Redevelopment Plan as amended by such Redevelopment Plan Amendment No. 4, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) City Council adoption of an amendment to the Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate.

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF DECEMBER, 2024.

CITY OF LA VISTA PLANNING COMMISSION

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Chairman

CERTIFICATE  
CITY OF LA VISTA  
PLANNING COMMISSION

The undersigned Chairman of the City of La Vista Planning Commission hereby certifies as follows:

The Planning Commission at its duly called, noticed and convened meeting on December 19, 2024 at which a quorum was present received from the La Vista Community Development Agency ("Agency") proposed Amendment No. 4 to the Redevelopment Plan "84th Street Redevelopment Area" as previously amended ("Redevelopment Plan Amendment No. 4") for review and recommendations as to its conformity and conformity of the Redevelopment Plan as amended by Redevelopment Plan Amendment No. 4 with the general plan for the development of the City as a whole, as provided in the La Vista Comprehensive Plan. The Planning Commission, after notice and hearing, reviewed Redevelopment Plan Amendment No. 4 and approved a Resolution recommending to the Agency and governing body of the City of La Vista Redevelopment Plan Amendment No. 4 presented at the meeting as in conformity, and conformity of the Redevelopment Plan as amended by such Redevelopment Plan Amendment No. 4, with the La Vista Comprehensive Plan, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) City Council adoption of an amendment to the Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member \_\_\_\_\_, which motion was seconded by Planning Commission Member \_\_\_\_\_. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: \_\_\_\_\_. The following members voted against the same: \_\_\_\_\_. The following members were absent or did not vote: \_\_\_\_\_. The passage of said Resolution having been

consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

The Planning Commission, after notice and hearing, also considered and approved a Resolution recommending that the City Council amend the La Vista Comprehensive Plan to incorporate Redevelopment Plan Amendment No. 4 into the Comprehensive Plan ("Comprehensive Plan Amendment"), in form and content presented at this meeting, subject to (i) exhibits satisfactory to the City Engineer, (ii) such modifications or conditions, if any, as the City Administrator or City Administrator's designee determines necessary or appropriate, (iii) making or performance of any required findings, actions or analysis under the Community Development Law or other applicable law to the satisfaction of the City Administrator or City Administrator's designee, (iv) Agency recommendation and City Council adoption of Redevelopment Plan Amendment No. 4, and (v) such further actions or approvals as the City Administrator or City Administrator's designee determines necessary or appropriate. Motion to approve said Resolution was made by Planning Commission Member \_\_\_\_\_, which motion was seconded by Planning Commission Member \_\_\_\_\_. After consideration, the roll was called and the following members voted in favor of the passage and adoption of said Resolution: \_\_\_\_\_. The following members voted against the same: \_\_\_\_\_. The following members were absent or did not vote: \_\_\_\_\_. The passage of said Resolution having been consented to by a majority of the members of the Planning Commission, the Chairman declared the Resolution duly passed and adopted.

On this date, this Certificate and recommendations are hereby filed with the Agency and City Council.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LA VISTA PLANNING COMMISSION

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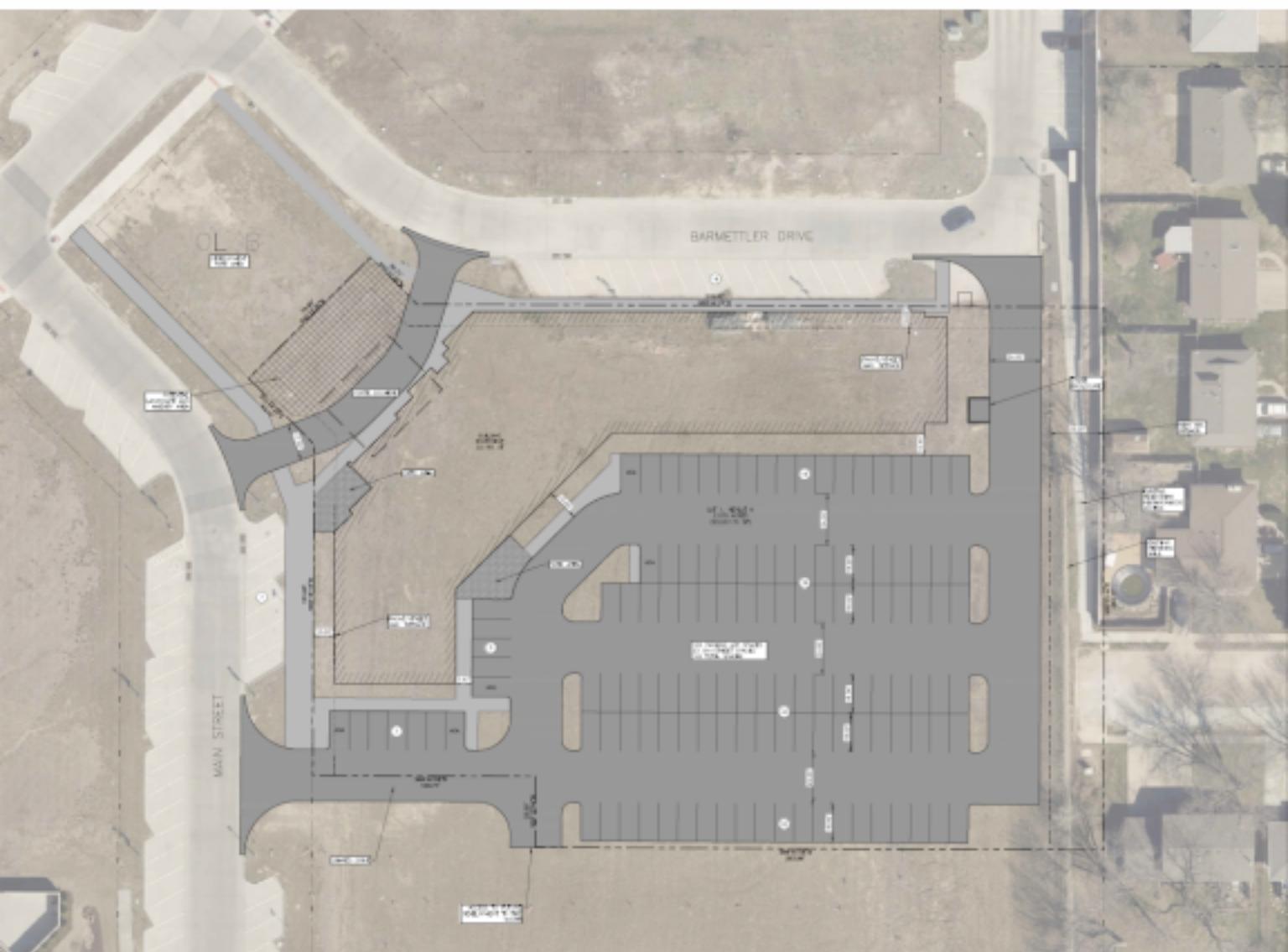
Chairman

# REDEVELOPMENT PLAN

"84th Street Redevelopment Area"

## LA VISTA CITY CENTRE

Amendment #4



Presented to La Vista City Council

January 7, 2025

## **Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area Amendment No. 4**

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area (“Redevelopment Area”) originally adopted on July 16, 2013 by the City Council of the City of La Vista, Nebraska and subsequently amended by Amendment No. 1 in 2016, Amendment No. 2 in 2020 and Amendment No. 3 in 2024, (such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, is referred to herein as “Redevelopment Plan”) is hereby further amended by this Amendment No. 4 to provide further specifications with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or the Public Improvement Redevelopment Project within the Redevelopment Area, and related redevelopment plan provisions (“Amendment”).

### **Preliminary Statement**

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

The Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area was adopted in 2013. Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and related Redevelopment Agreement and Subdivision Agreement, were adopted in 2016 (the “2016 Redevelopment Agreement” and “2016 Subdivision Agreement”), among other things, to provide for a Mixed Use Redevelopment Project and a Public Improvement Redevelopment Project in the Redevelopment Area and eliminating and preventing recurrence of the substandard and blighted area. The 2016 Redevelopment Agreement subsequently was amended by a First Amendment in 2017, Second Amendment in 2021 and Third Amendment in 2024 (the 2016 Redevelopment Agreement, as amended by such First Amendment, Second Amendment and Third Amendment, is referred to herein as “Redevelopment Agreement”). The 2016 Subdivision Agreement subsequently was amended by a First Amendment in 2019, Second Amendment in 2021 and Third Amendment in 2024 (the 2016 Subdivision Agreement, as amended by such First Amendment, Second Amendment and Third Amendment, is referred to herein as “Subdivision Agreement”). Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area incorporated the Second Amendment to the Subdivision Agreement and Second Amendment to the Redevelopment Agreement. Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area incorporated the Third Amendment to the Subdivision Agreement and Third Amendment to the Redevelopment Agreement.

The CDA, in initially recommending and adopting the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, designated the substandard and blighted Redevelopment Area as appropriate for one or more renewal/redevelopment projects, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 1, Amendment No. 2 and Amendment No. 3 to such Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment.

Accordingly, the Redevelopment Area is a community redevelopment area. All works or undertakings pursuant to this Amendment or the Redevelopment Plan, Mixed Use Redevelopment Project, or Public Improvement Redevelopment Project, as amended, or otherwise in accordance with the Community Development Law constitute redevelopment projects under Neb. Rev. Stat. Section 18-2103. The CDA, in recommending and adopting Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, also designated the 84<sup>th</sup> Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the CDA ratified and affirmed in recommending and adopting Amendment No. 2 and Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, and hereby ratifies and affirms in connection with recommendation and adoption of this Amendment, and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

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

### **Section 1. City Centre Mixed Use Redevelopment Project.**

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

Not in limitation of the foregoing, the Redevelopment Plan, among other things, provided for Mixed Use Improvements pursuant to the Mixed Use Redevelopment Project constructed and

paid for by Redeveloper, including use of tax increment financing (“TIF”) for Eligible Expenses. The CDA or its designee conducted a Cost-Benefit Analysis for the Mixed Use Redevelopment Project, as updated in connection with the Second Amendment to the 2016 Redevelopment Agreement, whose Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area as amended by Amendment Nos. 1 and 2 included the use of funds authorized by Neb. Rev. Stat. Section 18-2147 based on all phases of such Project and a Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts for all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, 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). Such Cost-Benefit Analysis, as previously updated, constitutes the current cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, and 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 phase or Individual Mixed Use Redevelopment Project. In conducting the Cost-Benefit Analysis, a cost-benefit model developed for use by local projects considered and analyzed the following factors:

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

No changes to the Maximum Redevelopment Loan Amount or otherwise are proposed with respect to TIF for the Mixed Use Redevelopment Project as previously authorized and approved. Consequently, updates to the current Cost-Benefit Analysis are not proposed or required in connection with this Amendment, and such Cost-Benefit Analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on all phases of the Mixed Use Redevelopment Project and a Maximum Redevelopment Loan Amount, as amended by the

Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to continue to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project. The City Administrator or her designee on behalf of the CDA shall be authorized to conduct or have conducted any additional cost-benefit or other analysis from time to time as such City Administrator or designee determines in her or his discretion necessary or appropriate in connection with TIF or the Mixed Use Redevelopment Project.

## **Section 2. Public Improvement Redevelopment Project.**

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

## **Section 3. Other**

A. This Amendment shall be conditional on execution and recording of the Fourth Amendment to Redevelopment Agreement and Fourth 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 84<sup>th</sup> Street Redevelopment Area, are authorized and approved.

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

taxes levied upon only a portion of the real property included in such redevelopment plan, any improvements funded by such division of taxes shall be related to, determined, and carried out in accordance with the redevelopment plan that authorizes such division of taxes.

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

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

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

1. Findings and determinations that this Amendment, and the Redevelopment Plan as amended by this Amendment, is sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment,

improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements; and its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in the redevelopment project areas; and

2. Following the hearings required under Neb. Rev. Stat. Section 18-2115, findings and documentation in writing by the governing body of the City that this Amendment, and the Redevelopment Plan as amended by this Amendment, is feasible and in conformity with the general plan for development of the City as a whole as set forth in the City's Comprehensive Plan, as amended by incorporation of this Amendment, and in conformity with the legislative declarations and determinations set forth in the Community Development Law.

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

1. Such Mixed Use Redevelopment Project in the Redevelopment Plan as amended by this Amendment would not be economically feasible without the use of tax-increment financing,
2. Such Mixed Use Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing, and
3. The costs and benefits of such Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by such redevelopment project.

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

H. The City or CDA from time to time shall be authorized, but not required, to issue, sell, purchase, or undertake all types of warrants, notes, bonds, refunding bonds, certificates, debentures, indebtedness or other obligations secured or payable by or from all permitted receipts, funds or sources, and to exercise or take all rights, authority, powers, discretion and actions, on such terms or conditions as it determines necessary or appropriate, to carry out this Amendment, or the Redevelopment Plan as amended by this Amendment, or otherwise for public purposes in or benefiting the Redevelopment Area, including without limitation, issuing, selling, purchasing, or undertaking any warrants, notes, bonds, refunding bonds, certificates,

debentures, indebtedness or other obligations, or exercising any rights, authority, powers, or discretion, or taking any action, pursuant to applicable provisions of the Community Development Law, Neb. Rev. Stat. Section 18-2142.02, 19-3301 et seq, 66-4,101, or 77-27,142, Chapter 13, 16, 18, or 19 or any other provisions of Nebraska Statutes, or any other applicable laws, regulations, or guidance.

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

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

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

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

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

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

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

P. Unless the context otherwise requires or this Amendment otherwise provides (i) terms used in this Amendment shall have the meanings as provided in the Redevelopment Plan, and (ii) references to "Redevelopment Plan" in the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, or Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area shall be deemed modified to mean the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 2 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, Amendment No. 3 to the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area and this Amendment.

Q. By recommending and approving the Redevelopment Plan, the CDA and City Council designated and agreed to the designation of the entire Redevelopment Area pursuant to Neb. Rev. Stat. Section 18-2103(22) as eligible for imposition of occupation taxes under Neb. Rev. Stat. Section 18-2142.02, and agreed to the designation of some or all of the 84<sup>th</sup> 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 re levy such occupation taxes without any notice or consent required to or of CDA, all of which designations, agreements and authorizations the CDA and City Council, by recommending and approving this Amendment, ratify, affirm and approve. Not in limitation of the foregoing provisions of this subsection "Q," all enhanced employment areas or occupation taxes specified in or adopted in accordance with the Amended Subdivision Agreement or Amended Redevelopment Agreement incorporated into this Amendment, in form and content approved by City or CDA, are ratified, affirmed and approved, and approval by the governing body of the City shall constitute and be deemed to be a determination by such governing body that the requirements of Neb. Rev. Stat. Section 18-2116(2) are satisfied based on any written undertakings by any redeveloper in connection with any application or approval.

R. Not in limitation of anything in this Amendment or the Redevelopment Plan as amended by this Amendment to the contrary, the CDA in recommending this Amendment authorizes the City Council, Mayor, 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, Mayor, 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, Mayor or City Administrator, intend that the City will retain custody and control of all receipts and funds, and by agreement, specific authorization, approval, or otherwise directly pay any amount, cost, or expense connected with performance described in this Amendment or the Redevelopment Plan as amended by this Amendment.

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

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

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

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

W. It is anticipated that cooperation and coordination of the CDA and City with each other or other parties might be necessary or appropriate to facilitate implementation of this

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

Adopted and approved January 7, 2025.

**EXHIBIT 1**

**Fourth Amendment to Redevelopment Agreement**

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

## **FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Fourth Amendment to Redevelopment Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section Vy below by and among the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 by City of La Vista Ordinance No. 1167 on February 12, 2012 (“CDA”), La Vista City Centre, LLC, a Nebraska limited liability company, (“LVCC”), City Centre Music Venue, LLC, a Nebraska limited liability company, (“Music Venue”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Redeveloper”).

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

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> 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”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“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. The Mixed Use Redevelopment Project and TIF related amounts or

**Upon Recording Please Return To:**

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

projections in connection with Amendment No. 1 to the Redevelopment Plan - 84th Street Redevelopment Area or 2016 Redevelopment Agreement (defined below), as subsequently amended in connection with Amendment No. 2, among other things included a hotel within the Mixed Use Redevelopment Project Area.

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

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2, La Vista City Centre Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment,
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four,
  - Lots 1 and 2, La Vista City Centre Replat 5, and
  - Lots 1 & 2, La Vista City Centre Replat 6,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three, (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre

Property”).

(vi) The City of La Vista owns:  
Outlot B, La Vista City Centre,  
Lot 2, La Vista City Centre Replat 2,  
Lots 7 and 12, La Vista City Centre Replat Three, and  
Lot 2, La Vista City Centre Replat Four.

C. LVCC and CDA in 2016 pursuant to the 2016 Redevelopment Plan entered a Redevelopment Agreement (Sarpy County Register of Deeds Instrument Number 2016-31245) (“2016 Redevelopment Agreement”) with respect to the Mixed Use Redevelopment Project and TIF within the Mixed Use Redevelopment Project Area, as amended in 2017 by a First Amendment to Redevelopment Agreement, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. The parties desire to amend the 2024 Redevelopment Agreement to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

D. 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, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 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 of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. Contemporaneously with this Amendment, the 2024 Subdivision Agreement is being amended consistent with changes in this Amendment regarding improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of subsequent phases for operation and use as a hotel (“Fourth Amendment to Subdivision Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024

Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Subdivision Agreement, as amended by the Fourth Amendment to Subdivision Agreement, are incorporated herein by this reference and the parties shall be bound by them.

E. CDA, in the interests of public health, safety, welfare, necessity and convenience, finds and determines that improvements pursuant to the 2024 Redevelopment Plan, as amended by Amendment No. 4 (“2025 Redevelopment Plan”), the 2024 Redevelopment Agreement, as amended by this Amendment, or the 2024 Subdivision Agreement, as amended by the Fourth Amendment to Subdivision Agreement (“2025 Subdivision Agreement”), advance public purposes of redevelopment and eliminating and preventing recurrence of the substandard and blighted Area, and serve additional public purposes of attracting visitors to the 84<sup>th</sup> Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the Fourth Amendment to Subdivision Agreement, are in the interests of public health, safety, welfare, necessity and convenience and the best interests of the community, CDA, City, and its residents.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms, provisions, agreements and covenants contained in this Amendment and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and intending to be legally bound hereby, the parties amend the 2024 Redevelopment Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Redevelopment Agreement, 2025 Subdivision Agreement or 2025 Redevelopment Plan.

II. Mixed Use Redevelopment Project.

A. As part of the Subsequent Phases of the Mixed Use Redevelopment Project, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and finance, fund, design, construct, equip and own on such Hotel Site within the Mixed Use Redevelopment Project Area building, parking and other improvements to be used, operated, maintained, replaced and repaired as a hotel having approximately 129 guest rooms and related amenities under and in accordance with applicable Marriott Springhill Suites franchise and brand standards, including without limitation standards governing maintenance, repairs, replacements and renovations, and at its sole cost, design, construct, equip on or adjacent to such Hotel Site any required Redeveloper Public Improvements in connection with such hotel, (such hotel and other improvements together referred to herein as “Hotel Improvements”). A preliminary site plan and rendering or description of the Hotel Improvements are attached as Exhibit II. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City. Any material changes to principal facilities, uses, purposes, franchise or brand of the Hotel Improvements or Hotel Site will be subject to consent of the CDA as indicated in writing by the Mayor or City Administrator.

**B. Replots and Final Plans.** Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws, rules and regulations.

**III. Tax Increment Financing.** After applicable cost-benefit and other requirements with respect to the Mixed Use Redevelopment Project, as amended, were satisfied, the 2016 Redevelopment Plan and 2016 Redevelopment Agreement, as amended by Amendment No. 2 and the Second Amendment, respectively, authorized TIF and Redevelopment Loans to fund or pay Eligible Expenses in connection with redevelopment of the Mixed Use Redevelopment Project Area, including the Hotel Site and a hotel, and further authorized CDA's facilitation and participation in such TIF and Redevelopment Loans to fund or pay site-specific Eligible Expenses, subject to the Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts of all Redevelopment Loans of the Mixed Use Redevelopment Project and all Projects within the Mixed Use Redevelopment Project Area; all of which, and in particular use of TIF for Eligible Expenses in connection with redevelopment of the Hotel Site and Hotel Improvements, is hereby ratified, affirmed and approved.

**IV.** All provisions of the 2024 Redevelopment Agreement shall be deemed revised, modified, and amended to be consistent with the provisions of this Amendment. Except as modified by this Amendment, terms and conditions of the 2024 Redevelopment Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the provisions of this Amendment and the 2024 Redevelopment Agreement, provisions of this Amendment shall govern and control. If terms or conditions of any applicable franchise or brand standards are ambiguous or conflict, the interpretation or terms or conditions providing for the better quality or higher standard will control.

**V. Other.**

a. **Boundaries of the Mixed Use Redevelopment Project Area.** Boundaries of the Mixed Use Redevelopment Project Area are as initially set forth in the 2016 Redevelopment Plan and adjusted by the Second Amendment to Redevelopment Agreement incorporated into the 2016 Redevelopment Plan, as amended by Amendment No. 2, and shall remain the same and unchanged.

b. **Map Showing Existing Conditions and Uses.** A map and description of existing conditions and uses of real property in the Mixed Use Redevelopment Project

Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, which property and areas have been cleared of obsolete and deteriorating improvements and are in ongoing process of improvement and redevelopment.

c. Land-Use Plan Showing Proposed Uses of the Area. A preliminary land-use plan showing potential uses of the Mixed Use Redevelopment Project Area after redevelopment is contained in the 2016 Redevelopment Plan, as modified by the Second and Third Amendments to Redevelopment Agreement incorporated into the 2024 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 II. The uses, as modified by this Amendment, will be consistent with the vision and long term plans of the City, and the type of project and its proximity to Nebraska State Highway 85, Harrison Street, Giles Road, and connectivity to other major streets and I-80 will facilitate commuting and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The final land-use plan and uses of such areas, including any additions, subtractions, or changes from time to time, shall be as approved by the City or CDA or its designee.

d. Standards of Population Densities, Land Coverage, and Building Intensities. Standards of population densities, land coverage and building requirements, intensities, and densities in the Mixed Use Redevelopment Project Area after redevelopment, including without limitation parts of the Mixed Use Redevelopment Project Area involved in this Amendment, to the extent not specified elsewhere in the 2025 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 and Third Amendments to Redevelopment Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment, 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 2024 Redevelopment Agreement, as amended by this Amendment, or for any improvements, the City or CDA would take such actions as necessary or appropriate to make the changes. All final changes with respect to matters described in this subsection, or any subsequent additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

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

Redevelopment Agreement incorporated into the 2024 Redevelopment Plan, and further updated as provided in Exhibit II with respect to areas involved in this Amendment. The final site plan, including any additions, subtractions, or changes from time to time, will be subject to approval of the City or CDA or its designee.

g. Statement of Additional Public Facilities or Utilities. The kind and number of additional public facilities or utilities which will be required to support the new land uses in the Mixed Use Redevelopment Project Area after redevelopment are preliminarily projected in the 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Mixed Use Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

h. Building requirements. Except for Design Standards as provided by or 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 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan, zoning of the Hotel Site is consistent with the Future Zoning Map and accommodates the Mixed Use Redevelopment Project, and the Future Zoning Map generally is in conformance with the Comprehensive Plan and specifically the Future Land Use Map.

j. Consents and Certifications. Redeveloper ratifies, affirms, represents and certifies to CDA as follows:

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

ii. Certification that

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

k. Document Retention. Each Redeveloper shall retain copies of all supporting documents in its possession or control that are associated with the 2025 Redevelopment Plan or Mixed Use Redevelopment Project, as amended, and that are received or generated by it for three years following the end of the last fiscal year in which ad valorem taxes are divided and provide such copies to the City of La Vista as needed to comply with the City's retention requirements under Neb. Rev. Stat. section [18-2117.04](#). For purposes of this subsection, supporting document includes any cost-benefit analysis conducted pursuant to Neb. Rev. Stat. section [18-2113](#) and any invoice, receipt, claim, or contract received or generated by the Redeveloper that provides support for receipts or payments associated with the division of taxes.

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

m. This Amendment describes one or more redevelopment projects and shall constitute a redevelopment contract for redevelopment within the Mixed Use Redevelopment Project Area, as amended from time to time, in conformity with the 2025 Redevelopment Plan.

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

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

o. This Amendment shall be subject to and carried out in accordance with the 2025 Redevelopment Plan.

p. Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 Redevelopment Agreement.

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

r. Notwithstanding anything in this Amendment to the contrary:

- (1) Locations, parcels, replats, site plans and designs, boundaries, dimensions, components, requirements, specifications, and features of property or improvements described in this Amendment are preliminary and shall be subject to such additions, subtractions, modifications, and finalization and approval as the City Administrator, City Engineer or her or his designee determines necessary or appropriate to carry out this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 Redevelopment Plan; and
- (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> 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 2024 Redevelopment Agreement, as amended by this Amendment, the 2025 Subdivision Agreement, or the 2025 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 2025 Redevelopment Plan, as amended from time to time.

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

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

u. The 2025 Redevelopment Plan and 2025 Subdivision Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 Subdivision Agreement, all documents, instruments and Exhibits referenced in this Amendment, and the recitals at the beginning of this Amendment are incorporated into this Amendment by reference.

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

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

x. This Amendment shall be subject to consent of all holders of security or other interests with respect to any party's interest in any City Centre Property, in form and content satisfactory to the City Administrator of the City of La Vista or her designee.

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

**[Signature Pages to Follow.]**

## LA VISTA COMMUNITY DEVELOPMENT AGENCY:

Douglas Kindig, Mayor  
City of La Vista

ATTEST:

---

Rachel Carl, City Clerk

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 Rachel Carl, 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 DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 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

CITY CENTRE MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: City Ventures Holdings, LLC,  
a Nebraska limited liability company,  
Manager

By: Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Ventures Holdings, LLC, a Nebraska limited liability company, Manager of City Centre Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

---

Notary Public

ROCKET PROPERTY COMPANY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of Rocket Property Company LLC, a Delaware 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 DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 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 1.2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 1.3, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.3, 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 DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, Sole Member of E&W Holdings, 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 said company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE HOTEL, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

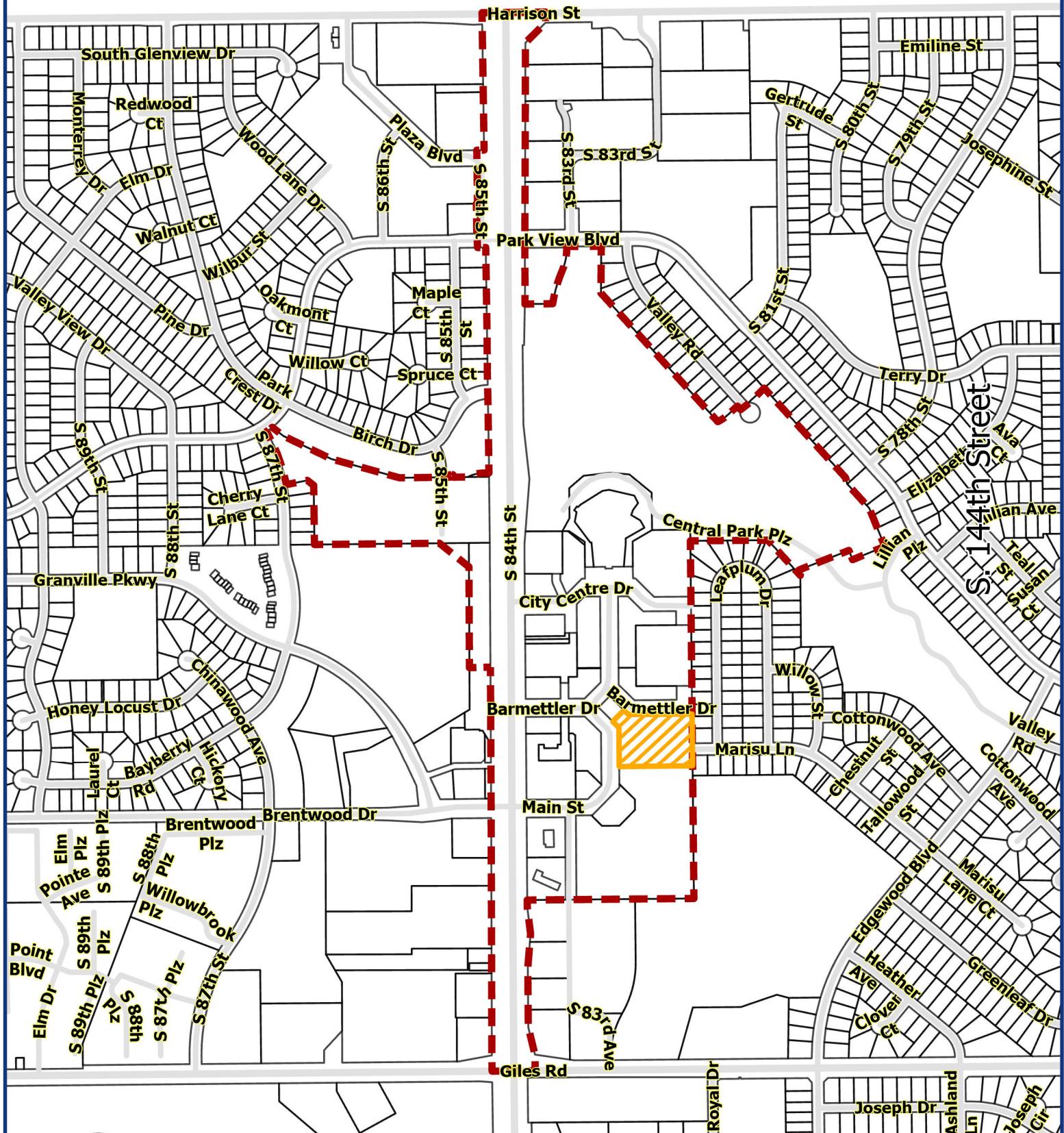
The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre Hotel, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed, and the voluntary act and deed of said company.

[Seal]

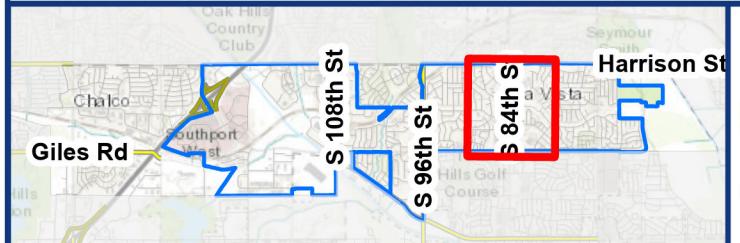
\_\_\_\_\_  
Notary Public

*[MARK AND ATTACH EXHIBIT II]*

## Exhibit II-1



84th Street Redevelopment Plan Amendment #4



## Legend

-  Area to be Redeveloped in  
Redevelopment Plan Amendment No. 4
-  Redevelopment Area - 84th Street  
Redevelopment Plan



# LA VISTA

## Exhibit II-2



**LAMP  
RYNEARSON**

[AMPRYNEARSON.COM](http://AMPRYNEARSON.COM)

OMAHA, NEBRASKA  
14710 W. DODGE RD, STE. 100 (402) 486-2498  
NE AUTHORIZATION NO.: CA0130  
**FORT COLLINS, COLORADO**  
4715 INNOVATION DR., STE. 100 (970) 226-0342  
**KANSAS CITY, MISSOURI**  
6001 STATE LINE RD., STE. 500 (816) 361-0440  
MO AUTH. NO.: E-2013011603 | LS-2019043127



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

RANDALL R. KUSZAK  
E-15439

CONCEPTUAL  
SITE PLAN  
EXHIBIT

LA VISTA CITY CENTRE LOT 1, REPLAT 6  
LA VISTA NEBRASKA



**Know what's below.  
Call before you dig.**

## REVISIONS

ANSWER

---

DESIGNER / DRAFTER

DATE

10 of 10 pages

SHEET

## Exhibit II-3



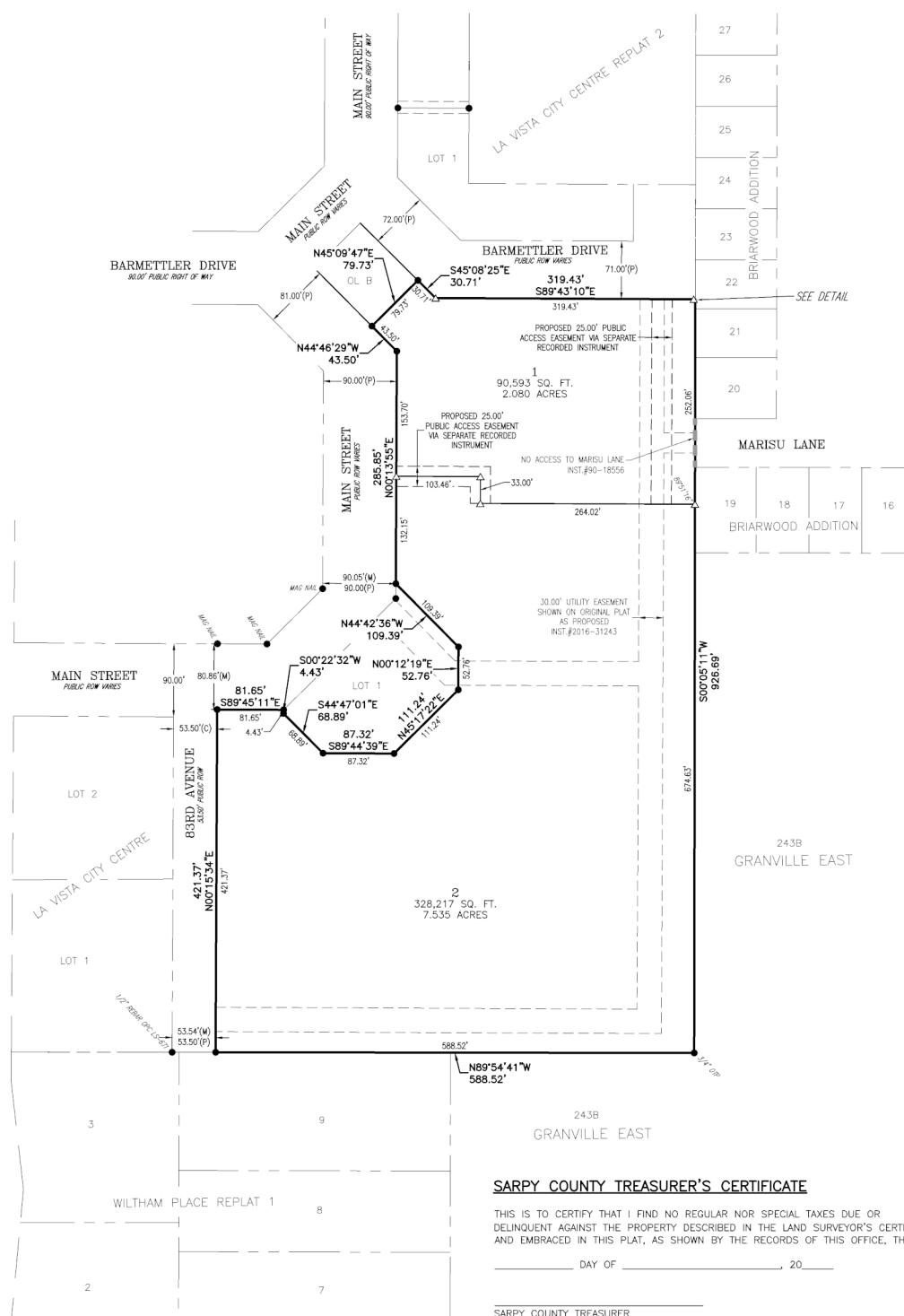
LOCATED IN:  
NW 1/4, SW 1/4, SEC. 14-T14N-R12E  
SW 1/4, SW 1/4, SEC. 14-T14N-R12E

## Exhibit II-4

# LA VISTA CITY CENTRE REPLAT 6

### LOTS 1 & 2

BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED  
IN SARPY COUNTY, NEBRASKA



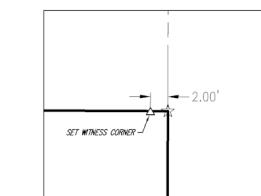
SCALE: 1"=100'  
U.S. SURVEY FEET

**LEGEND**

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- EASEMENT
- MONUMENT FOUND (5/8" REBAR W/ YPC RLS-607) UNLESS NOTED OTHERWISE
- △ CORNER SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-561) UNLESS NOTED OTHERWISE
- ★ COMPUTER CORNER
- P PLATTED DIMENSION

### NOTES

- ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
- ALL ANGLES ARE 90° UNLESS NOTED.
- ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
- ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
- NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.



NOT TO SCALE

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY OF THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, SARPY COUNTY, NEBRASKA.

CONTAINS 9.615 ACRES.

TODD L. WHITFIELD, LS-561

DATE



### DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, LA VISTA CITY CENTRE, LLC, OWNER, AND NEBRASKA BANK, MORTGAGEE OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENTS AS ARE SHOWN HEREON FOR THE STATED PURPOSE, TO INGRESS, EGRESS AND OTHERWISE IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPAIR, AND OPERATION OF FACILITIES PROVIDED OVER THE LAND OWNED BY THE GRANTOR AND TO THE GRANTEE AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE, INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

LA VISTA CITY CENTRE, LLC, OWNER

CHRISTOPHER L. ERICKSON  
MANAGING MEMBER

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. 2016-31243, DOES HEREBY CONVEY, DELIVER, AND GRANT TO ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

NEBRASKA BANK, MORTGAGEE

BY:  
GEOFF ROWND  
SENIOR VICE PRESIDENT

### ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
BY CHRISTOPHER L. ERICKSON, MANAGING MEMBER OF LA VISTA CITY CENTRE, LLC, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
BY GEOFF ROWND, SENIOR VICE PRESIDENT OF NEBRASKA BANK, ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

**LAMP  
RYNEARSON**

LAMP RYNEARSON.COM  
1471 N. DOUGLAS, SUITE 200, OMAHA, NE 68106-3498  
MO. INCORPORATION NO. 100-113130  
FORT COLLINS, COLORADO  
415 INNOVATION DR., STE. 100 (970) 228-0342  
KANSAS CITY, MISSOURI  
9001 STATE LINE RD., STE. 200 (816) 361-0440  
MO. AUTH. NO. E-2013011903 (LS-2019043127)

MINOR  
PLAT

LA VISTA CITY CENTRE REPLAT 6 (LOTS 1 & 2)  
SARPY COUNTY, NEBRASKA



Know what's below.  
Call before you dig.

REVISIONS

DESIGNER / DRAFTER

TODD WHITFIELD / RACHEL RENNECKER

DATE

11/11/2024

PROJECT NUMBER

0123185

BOOK AND PAGE

SHEET

1 OF 1

**EXHIBIT II-5**

**ADDITIONAL REDEVELOPER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700

**EXHIBIT 2**

**Fourth Amendment to Subdivision Agreement**

---

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

## **FOURTH AMENDMENT TO SUBDIVISION AGREEMENT**

This Fourth Amendment to Subdivision Agreement (the “Amendment”) is entered into as of the Effective Date specified in Section IVt below by and among 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”), Rocket Property Company LLC, a Delaware limited liability company authorized to do business in Nebraska, (“Rocket Property”), City Centre 1.1 LLC, a Nebraska limited liability company (“City Centre 1.1”), City Centre 1.2 LLC, a Nebraska limited liability company (“City Centre 1.2”), City Centre 1.3 LLC, a Nebraska limited liability company (“City Centre 1.3”), City Centre 2, LLC, a Nebraska limited liability company (“City Centre 2”), E&W Holdings, LLC, a Nebraska limited liability company (“E&W”) and City Centre Hotel, LLC (“Hotel”) (LVCC, Music Venue, Rocket Property, City Centre 1.1, City Centre 1.2, City Centre 1.3, City Centre 2, E&W and Hotel together herein “Subdivider”).

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

A. The Mayor and City Council in 2012 declared the 84<sup>th</sup> Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84<sup>th</sup> 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”), in 2020 by Amendment No. 2 and in 2024 by Amendment No. 3 (the 2016 Redevelopment Plan as amended by Amendments No. 2 and No. 3 referred to herein as “2024 Redevelopment Plan”), and providing for a Mixed Use Redevelopment Project and tax increment financing (“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 84<sup>th</sup> 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, was replatted as Lots 1 and 2, La Vista City Centre Replat 5 (“Replat 5”), and Lot 2, Replat 5 further replatted in connection with this Amendment as Lots 1 and 2 Replat 6 (“Replat 6”).

Lot ownership:

- (i) Store Master Funding XXI LLC and Rocket Property, as successors of La Vista Car Wash LLC, are owner and leasehold owner, respectively, of land and improvements of Lot 1, La Vista City Centre, and Rocket Property represents that it is authorized under the governing lease to execute this Amendment
- (ii) LVCC owns:
  - Lot 2, La Vista City Centre,
  - Lot 1, La Vista City Centre Replat 2,
  - Lots 6, 8, 9 and 11, La Vista City Centre Replat Three (E&W owns the building and other improvements on Lot 8, La Vista City Centre Replat Three),
  - Lot 1, La Vista City Centre Replat Four, and
  - Lots 1 and 2, La Vista City Centre Replat 5,
- (iii) City Centre 1.1, as successor of LVCC and City Centre 1, owns Lots 14 and 15, La Vista City Centre,
- (iv) City Centre 1.3, as successor of LVCC and City Centre 1, owns Lot 2, La Vista City Centre Replat 1,
- (v) City Centre 1.2, as successor of LVCC and City Centre 1, owns Lot 10, La Vista City Centre Replat Three,
- (vi) City Centre 2, as successor of LVCC, owns Lots 2, 3, 4, and 5, La Vista City Centre Replat Three,
- (vii) Music Venue, as successor of LVCC, owns Lot 3, La Vista City Centre Replat Four, and
- (viii) Hotel, contemporaneously with this Fourth Amendment and as successor of LVCC, will acquire Lot 1, La Vista City Centre Replat Six, (lots described in subsections “i” through “viii” together are referred to herein as “City Centre Property”).
- (ix) The City of La Vista owns:
  - Outlot B, La Vista City Centre,
  - Lot 2, La Vista City Centre Replat 2,
  - Lots 7 and 12, La Vista City Centre Replat Three, and

Lot 2, La Vista City Centre 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, in 2021 by a Second Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2021-33801) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Subdivision Agreement (Register of Deeds Instrument Number 2024-05486) pursuant to the 2024 Redevelopment Plan (the 2016 Subdivision Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Subdivision Agreement”). Terms, conditions and exhibits of the 2024 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 of uses and minimum requirements for Phase I Subdivider Improvements and subsequent phases of Subdivider Improvements. The parties desire to amend the 2024 Subdivision Agreement consistent with changes set forth in the Fourth Amendment to Redevelopment Agreement in connection with improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of the subsequent phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel.

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, in 2021 by a Second Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2021-33802) pursuant to the 2020 Redevelopment Plan, and in 2024 by a Third Amendment to Redevelopment Agreement (Register of Deeds Instrument Number 2024-05485) pursuant to the 2024 Redevelopment Plan (the 2016 Redevelopment Agreement as amended by the First, Second and Third Amendments together are referred to herein as “2024 Redevelopment Agreement”). Terms, conditions and exhibits of the 2024 Redevelopment Agreement, among other things, include provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. Contemporaneously with this Amendment, the 2024 Redevelopment Agreement is being amended consistent with this Amendment to provide further specification with respect to building, parking and other related improvements Hotel will construct and own within La Vista City Centre, Replat 6 as part of Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel (“Fourth Amendment to Redevelopment Agreement”). Corresponding amendments also are being made to the 2024 Redevelopment Plan (“Amendment No. 4”). Provisions of the 2024 Redevelopment Plan, as amended by Amendment No. 4, and the 2024 Redevelopment Agreement, as amended by the Fourth 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 2024 Redevelopment Plan, as amended by Amendment No. 4, (“2025 Redevelopment Plan”), the 2024 Subdivision Agreement, as amended by this Amendment, or the 2024 Redevelopment Agreement, as amended by the Fourth Amendment to Redevelopment Agreement, (“2025 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 84<sup>th</sup> 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 Fourth 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 2024 Subdivision Agreement and agree as follows:

I. Definitions. Unless otherwise defined or clearly indicated by the context in this Amendment, capitalized terms will have the meanings set forth in the 2024 Subdivision Agreement, 2025 Redevelopment Agreement or 2025 Redevelopment Plan.

II. Subdivider Improvements.

A. As part of the subsequent phases of Subdivider Improvements, Hotel at its sole cost will acquire Lot 1, Replat 6 (“Hotel Site”) and construct, own and otherwise provide for the Hotel Improvements described or depicted in the 2025 Redevelopment Agreement, including without limitation any required public, private or shared infrastructure or improvements. Final layout, facilities, improvements, and features of such Hotel Improvements will be set forth in final Plats, renderings, and site plans approved by the City from time to time in accordance with applicable requirements, subject to any subsequent additions, subtractions, or changes approved by the City.

B. Replats and Final Plans. Replat 6 in connection with this Amendment and the Hotel Improvements is attached hereto as Exhibit II, which replat shall be subject to any modifications or additional replats as the City Engineer determines necessary or appropriate, and final approval by the City Council. Construction of Hotel Improvements shall be subject to such reviews, approvals or requirements as provided in applicable provisions of this Amendment, the 2024 Redevelopment Agreement as amended by this Amendment, the 2025 Subdivision Agreement, or applicable laws or regulations, as amended from time to time. Before the City releases Replat 6 for recording, Redeveloper shall record all easements that the City or CDA requires, as determined by the City Engineer and in form and content to his satisfaction. Notwithstanding anything in this Amendment to the contrary, replats, site plans, designs, boundaries, dimensions, components and features of the Hotel Improvements are preliminary and shall be subject to adjustment and finalization as the Redeveloper determines necessary or appropriate to carry out the 2025 Redevelopment Plan, subject to applicable laws,

rules and regulations.

**C. Subdivider Infrastructure.** Subdivider at its cost shall design, construct, operate, repair, replace and maintain the additional infrastructure improvements specified in Exhibit II ("Additional Subdivider Infrastructure Improvements"), which includes a preliminary cost estimate to design and construct said infrastructure improvements. Before the City releases any plat or replat for recording, 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, which shall be completed before the City issues a certificate of occupancy for the Hotel.

III. All provisions of the 2024 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 2024 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 2024 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, as amended, and shall remain the same and unchanged.
- b) **Map Showing Existing Conditions and Uses.** A map and description of existing conditions and uses of real property in the Public Improvement Redevelopment Project Area are provided in the 2016 Redevelopment Plan, including areas of La Vista City Centre involved in this Amendment replatted as Replat 6, 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 and Third Amendments to Subdivision Agreement incorporated into the 2024 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 84<sup>th</sup> Street, previously referred to as Nebraska 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 2025 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 and Third Amendments to Subdivision Agreement incorporated into the 2024 Redevelopment Plan. Except as may be provided in the 2025 Redevelopment Plan, this Amendment 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 2024 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 and Third Amendments to Subdivision Agreement incorporated into the 2024 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 2024 Redevelopment Plan. Additional public facilities or utilities contemplated to support the new land uses in parts of the Public Improvement Redevelopment Project Area involved in this Amendment, if any, are described or depicted in Exhibit II. The final public facilities or utilities, if any, will be subject to any additions, subtractions, or changes as the City Administrator, City Engineer, or her or his designee from time to time determines necessary or appropriate.

- h) Building Requirements. Except for Design Standards as provided by or in accordance with the 2025 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 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement or the 2025 Redevelopment Plan, zoning of the Hotel Site 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 2025 Redevelopment Plan.
- k) Any improvements described in this Amendment shall be in addition to other improvements described in the 2024 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 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 Redevelopment Plan; and
  - (2) The City, in addition to authority under the Community Development Law, has independent statutory powers and authority to finance, fund, or pay for improvements or work pursuant to other provisions of the Nebraska Statutes, including without limitation redevelopment and public infrastructure projects, work or improvements pursuant to Neb. Rev. Stat. Section 19-3301 et seq, 66-4,101, and 77-27,142, and provisions of Chapters 13, 16, 18, or 19. The City intends and shall be authorized to exercise such statutory powers and authority, independently or in conjunction with any powers or authority of the City under the Community Development Law, to the fullest extent as it determines necessary or appropriate to finance, construct or pay for facilities, improvements, works, costs, or expenses, or to facilitate, assist, perform, or otherwise carry out this Amendment, the 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting

the 84<sup>th</sup> Street Redevelopment Area. The CDA also shall be authorized to exercise all statutory powers and authority to carry out this Amendment, the 2025 Redevelopment Plan, or otherwise for public purposes in or benefiting the 84<sup>th</sup> 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 2024 Subdivision Agreement, as amended by this Amendment, the 2025 Redevelopment Agreement, or the 2025 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 2025 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 2025 Redevelopment Plan and 2025 Redevelopment Agreement, including without limitation all exhibits of such 2025 Redevelopment Plan or 2025 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 holders of security or other interests

with respect to any party's interest in any City Centre Property, in form and content satisfactory to 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:

---

Rachel Carl, City Clerk

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 Rachel Carl, 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 DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 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

CITY CENTRE MUSIC VENUE, LLC,  
a Nebraska limited liability company

By: City Ventures Holdings, LLC,  
a Nebraska limited liability company,  
Manager

By: Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Ventures Holdings, LLC, a Nebraska limited liability company, Manager of City Centre Music Venue, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

ROCKET PROPERTY COMPANY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of Rocket Property Company LLC, a Delaware 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 DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 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 1.2, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.2, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE 1.3, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre 1.3, 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 DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, Sole Member of E&W Holdings, 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 said company.

[Seal]

\_\_\_\_\_  
Notary Public

CITY CENTRE HOTEL, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

STATE OF NEBRASKA )  
                         )ss.  
COUNTY OF DOUGLAS )

The foregoing Amendment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Christopher L. Erickson, Manager of City Centre Hotel, 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 said company.

[Seal]

\_\_\_\_\_  
Notary Public

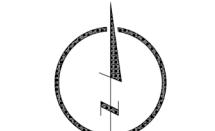
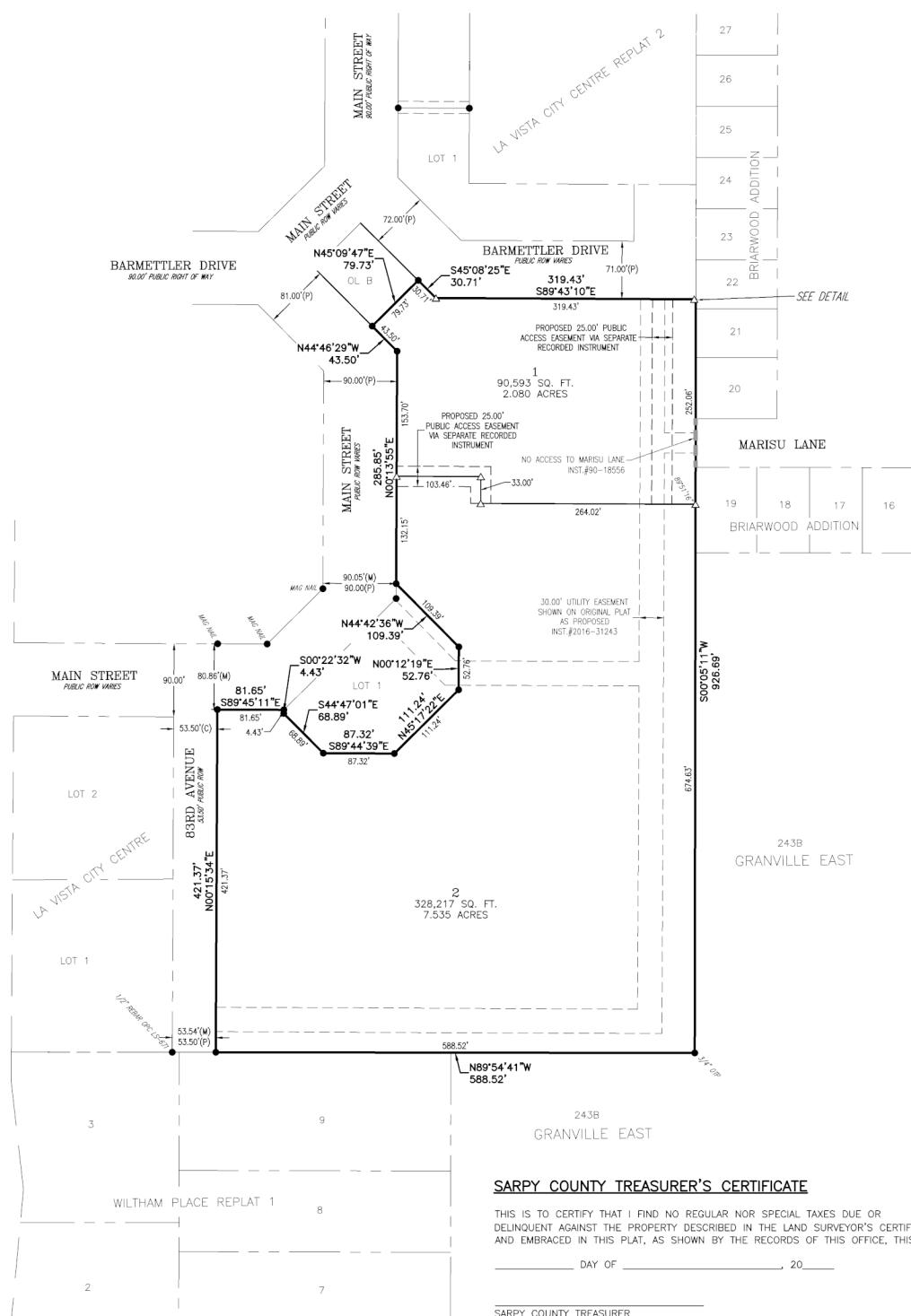
LOCATED IN:  
NW 1/4, SW 1/4, SEC. 14-T14N-R12E  
SW 1/4, SW 1/4, SEC. 14-T14N-R12E

## Exhibit II-1

# LA VISTA CITY CENTRE REPLAT 6

### LOTS 1 & 2

BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED  
IN SARPY COUNTY, NEBRASKA



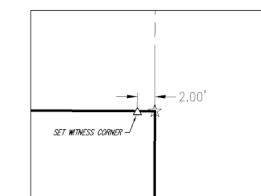
SCALE: 1" = 100'  
U.S. SURVEY FEET

#### LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- EASEMENT
- MONUMENT FOUND (5/8" REBAR W/ YPC RLS-607) UNLESS NOTED OTHERWISE
- △ CORNER SET (5/8" REBAR W/ 1 1/4" YPC STAMPED LS-561) UNLESS NOTED OTHERWISE
- ★ COMPUTERED CORNER
- P PLATTED DIMENSION

#### NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL ANGLES ARE 90° UNLESS NOTED.
3. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
4. ALL PROPOSED EASEMENTS WILL BE RECORDED VIA SEPARATE RECORDED INSTRUMENTS.
5. NEW EASEMENTS SHOWN HEREON MAY BE SUBJECT TO CHANGE. REFER TO THE FINAL EASEMENT RECORDED DOCUMENT FOR THE OFFICIAL LOCATION.



DETAIL  
NOT TO SCALE

#### APPROVAL OF CITY OF LA VISTA PLANNING COMMISSION

THIS PLAT OF LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS APPROVED BY THE LA VISTA CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
CHAIRPERSON, LA VISTA PLANNING COMMISSION

#### APPROVAL OF CITY OF LA VISTA CITY COUNCIL

THIS PLAT OF LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LA VISTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
MAYOR  
ATTEST CITY CLERK

#### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY OF THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, BEING A REPLATTING OF LOT 2, LA VISTA CITY CENTRE REPLAT 5, SARPY COUNTY, NEBRASKA.

CONTAINS 9.615 ACRES.

TODD L. WHITFIELD, LS-561

DATE



#### DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, LA VISTA CITY CENTRE, LLC, OWNER, AND NEBRASKA BANK, MORTGAGEE OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2; DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT; AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENTS AS ARE SHOWN HEREON FOR THE STATED PURPOSE, TO INGRESS, EGRESS AND OTHERWISE IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPAIR, AND OPERATION OF FACILITIES PROVIDED OVER THE LAND OWNED BY THE GRANTOR AND TO THE GRANTEE AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE, INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

LA VISTA CITY CENTRE, LLC, OWNER

CHRISTOPHER L. ERICKSON  
MANAGING MEMBER

THE UNDERSIGNED HOLDER OF THAT CERTAIN LIEN AGAINST THE REAL PROPERTY DESCRIBED IN THE PLAT KNOWN AS LA VISTA CITY CENTRE REPLAT 6, LOTS 1 & 2, SAID LIEN BEING RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF SARPY COUNTY, NEBRASKA AS INSTRUMENT NO. 2016-31243, DOES HEREBY CONVEY, DELIVER, AND GRANT TO THE GRANTEE, THE USE AND ENJOYMENT OF ANY UTILITY (SEWER, WATER, ELECTRIC, CABLE TV, TELEPHONE, NATURAL GAS) EASEMENTS, OR STREETS OR ROADS, PEDESTRIAN WAY EASEMENTS, AND ACCESS EASEMENTS AND RELINQUISHMENTS OF ACCESS, DEDICATED TO THE PUBLIC, ALL AS SHOWN ON THE PLAT, BUT NOT OTHERWISE. THE UNDERSIGNED CONFIRMS THAT IT IS THE HOLDER OF THE LIEN AND HAS NOT ASSIGNED THE LIEN TO ANY OTHER PERSON.

NEBRASKA BANK, MORTGAGEE

BY:  
GEOFF ROWND  
SENIOR VICE PRESIDENT

#### ACKNOWLEDGEMENT OF NOTARIES

STATE OF NEBRASKA ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
BY CHRISTOPHER L. ERICKSON, MANAGING MEMBER OF LA VISTA CITY CENTRE, LLC, ON BEHALF OF SAID COMPANY.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA ) SS

COUNTY OF \_\_\_\_\_ )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

DAY OF \_\_\_\_\_, 20\_\_\_\_\_  
BY GEOFF ROWND, SENIOR VICE PRESIDENT OF NEBRASKA BANK, ON BEHALF OF SAID BANK.

SIGNATURE OF NOTARY PUBLIC

**LAMP  
RYNEARSON**

LAMP RYNEARSON.COM  
1471 N. DOUGLAS, SUITE 200, OMAHA, NE 68102-3498  
MO. INCORPORATION NO. 100-113130  
FORT COLLINS, COLORADO  
415 INNOVATION DR., STE. 100 (970) 228-0342  
KANSAS CITY, MISSOURI  
9001 STATE LINE RD., STE. 200 (816) 361-0440  
MO. AUTH. NO. E-2013011903 (LS-2019043127)

MINOR  
PLAT

LA VISTA CITY CENTRE REPLAT 6 (LOTS 1 & 2)  
SARPY COUNTY, NEBRASKA



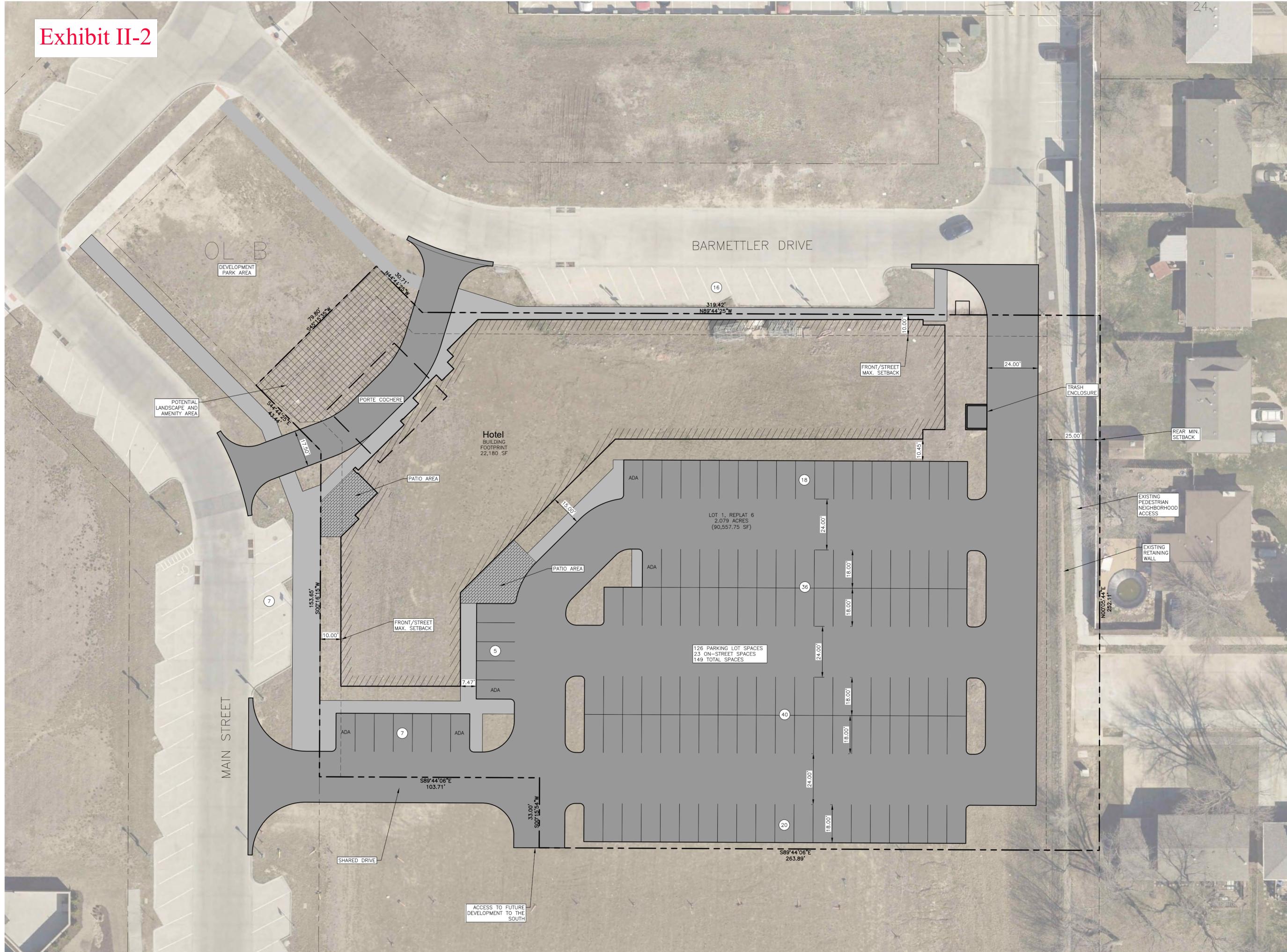
Know what's below.  
Call before you dig.

REVISIONS

DESIGNER / DRAFTER  
TODD WHITFIELD / RACHEL RENNECKER  
DATE  
11/11/2024  
PROJECT NUMBER  
0123185  
BOOK AND PAGE

SHEET

## Exhibit II-2



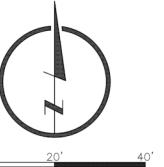
**LAMP  
RYNEARSON**

MPRYNEARSON.COM

OMAHA, NEBRASKA  
14710 W. Dodge Rd., Ste. 100 (402) 496-2498  
NE AUTHORIZATION NO.: CA0130

FORT COLLINS, COLORADO  
4715 INNOVATION DR., STE. 100 (970) 226-0342

KANSAS CITY, MISSOURI  
9001 STATE LINE RD., STE. 200 (816) 361-0440  
MO AUTH. NO.: E-2013011903 | LS-2019043127



## PRELIMINARY

NOT RELEASED FOR CONSTRUCTION  
RANDALL R. KUSZAK

E-15439

CONCEPTUAL  
SITE PLAN  
EXHIBIT  
LAT 6

LAT 6

LAT 6

LA VISTA CITY CENTRE LOT 1, REP  
LA VISTA NEBRASKA

Call before you dig.

www.ijerpi.org

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三

JECT NUMBER

EET

**EXHIBIT II-3**

**ADDITIONAL SUBDIVIDER INFRASTRUCTURE IMPROVEMENTS**

- Public Improvements:  
Sidewalks, Sidewalk Landscaping, Street Furniture \$165,550
- Site Work: Site Utilities \$181,116
- Design of Public Infrastructure \$34,700