

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 7, 2025 AGENDA

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

SYNOPSIS

A resolution has been prepared to approve a Fourth Amendment to the La Vista City Centre Subdivision Agreement.

FISCAL IMPACT

Funds are budgeted for public improvements and expenditures in the 84th Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Fourth Amendment.

RECOMMENDATION

Approval, subject to adoption of Redevelopment Plan Amendment No. 4 earlier on the agenda.

BACKGROUND

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

The City is a party to La Vista City Centre Subdivision Agreement dated December 1, 2016 (“2016 Subdivision Agreement”), as amended by the First Amendment in 2019, Second Amendment in 2021 and Third Amendment earlier this year (the 2016 Subdivision Agreement as modified by the First Amendment, Second Amendment and Third Amendment are referred to as “Subdivision Agreement”). The Subdivision Agreement, among other things, describes and otherwise provides for Subdivider Improvements within the Mixed Use Redevelopment Project Area. A Fourth Amendment to Subdivision Agreement is proposed for consistency with changes set forth in a contemporaneous Amendment No. 4 to the Redevelopment Plan and Fourth Amendment to Redevelopment Agreement providing further specification with respect to private improvements to be constructed 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. The Fourth Amendment only affects real estate owned by Subdivider.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 LA VISTA CITY CENTRE REPLAT 5, TO BE REPLATTED AS LOTS 1-2 LA VISTA CITY CENTRE REPLAT 6, A SUBDIVISION LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owner of the above described property applied for approval of a replat for Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on December 19, 2024, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6, a subdivision located in the West Half of the Southwest Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of the intersection of Main Street and Barmettler Drive, be, and hereby is, approved.

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

[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 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), 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 84th Street Redevelopment Area known as La Vista City Centre are as follows:

Upon Recording Please Return To:

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

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, 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 84th Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The City determines that the Public Improvement Redevelopment Project and Mixed Use Redevelopment Project, as amended by this Amendment or the 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 84th 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 84th 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 84th Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 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

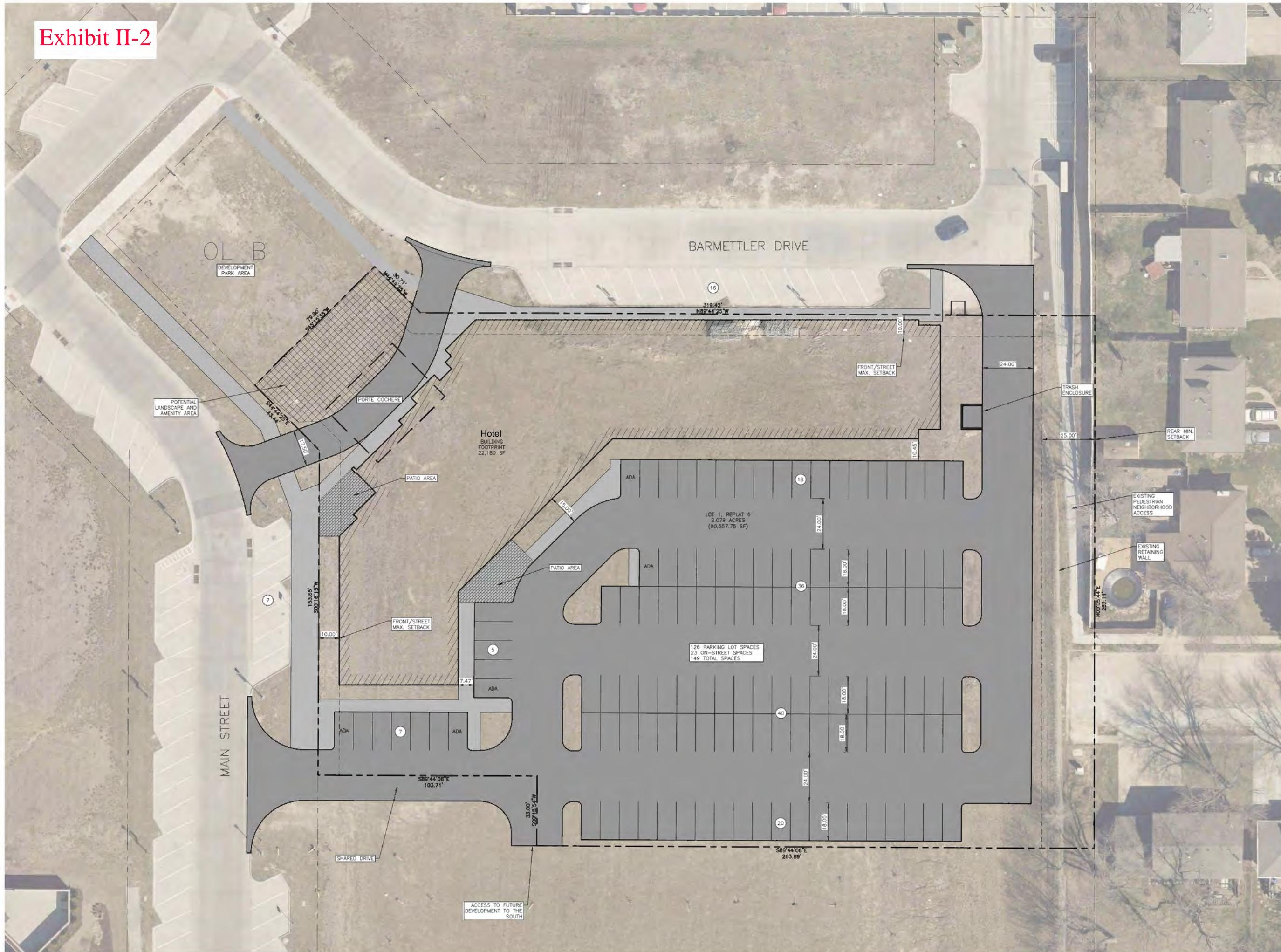
STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

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

Exhibit II-2



LAMP
RYNEARSON

LAMPRYNEARSON.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

1. *What is the primary purpose of the study?*

CONCEPTUAL
SITE PLAN
EXHIBIT

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



UNES PRIOR TO CONSTRUCT
Know what's below.
Call before you dig.

REVISIONS

REFERENCES

ANSWER

DATE
10/2/2024

SHEET

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

CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
JANUARY 7, 2025 AGENDA

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

SYNOPSIS

A resolution and Fourth Amendment to Redevelopment Agreement are presented for the La Vista Community Development Agency (“Agency”) to amend the Redevelopment Agreement - La Vista City Centre.

FISCAL IMPACT

Funds are budgeted for public improvements and expenditures in the 84th Street Redevelopment Area, and such budgeted amounts, public improvements and expenditures are not modified by this Fourth Amendment.

RECOMMENDATION

Approval, subject to City Council adoption of Redevelopment Plan Amendment No. 4 earlier on the agenda.

BACKGROUND

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

The City Council in 2012 declared the 84th Street Redevelopment Area a substandard and blighted area in need of redevelopment and created the La Vista Community Development Agency, governed by the Mayor and City Council and providing for actions of the Agency to be taken at City Council meetings. To eliminate and prevent recurrence of the substandard and blighted area, the Agency recommended, and City Council subsequently adopted, the Redevelopment Plan — 84th Street Redevelopment Area (“Initial Redevelopment Plan”), Amendment No. 1, Amendment No. 2, and Amendment No. 3 in 2013, 2016, 2020 and 2024 respectively, (the Initial Redevelopment Plan, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 is referred to in this report as “Redevelopment Plan”), which among other things included and further refined a mixed-use redevelopment project and a public improvement redevelopment project within the Redevelopment Area. In furtherance of the Redevelopment Plan and Mixed Use Redevelopment Project, the Agency in 2016 approved and authorized the Mayor to accept a redevelopment contract proposal by executing a Redevelopment Agreement for the 84th Street Redevelopment Area (“2016 Redevelopment Agreement”), which subsequently was amended by a First Amendment, Second Amendment, and Third Amendment in 2017, 2021, and 2024 (the 2016 Redevelopment Agreement as modified by the First Amendment, Second Amendment, and Third Amendment are referred to as “Redevelopment Agreement”). The Redevelopment Agreement, among other

things, includes provisions regarding improvements to be constructed within the Mixed Use Redevelopment Project Area. A Fourth Amendment to the Redevelopment Agreement is proposed for consideration of the Agency, consistent with changes pursuant to contemporaneous Amendment No. 4 to the Redevelopment Plan and Fourth Amendment to Subdivision Agreement, to provide further specification with respect to private improvements to be constructed within La Vista City Centre, Replat 6 as part of the Subsequent Phases of the Mixed Use Redevelopment Project, for operation and use as a hotel. The Fourth Amendment only affects real estate owned by the Redeveloper.

RESOLUTION NO. _____

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

WHEREAS, The City Council in 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1 in 2016, Amendment No. 2 in 2020, and Amendment No. 3 for, among other things two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project (such Redevelopment Plan for the 84th Street Redevelopment Area as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 referred to herein as "Redevelopment Plan"); and

WHEREAS, The City Council at this meeting approved Amendment No. 4 to the Redevelopment Plan to 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 (such Redevelopment Plan as amended by Amendment No. 4 referred to herein as "Redevelopment Plan, as amended"); and

WHEREAS, A Fourth Amendment to Redevelopment Agreement for the 84th Street Redevelopment Area ("Third Amendment to Redevelopment Agreement") is presented for approval of the La Vista Community Development Agency in accordance with Amendment No. 4 to the Redevelopment Plan. The Agency desires to approve the Fourth Amendment to Redevelopment Agreement.

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

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

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

LA VISTA COMMUNITY DEVELOPMENT
AGENCY

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

[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 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment, and in 2013 adopted the Redevelopment Plan - 84th Street Redevelopment Area (“Initial Redevelopment Plan”), as amended in 2016 by Amendment No. 1 (the Initial Redevelopment Plan as amended by Amendment No. 1 referred to herein as “2016 Redevelopment Plan”), 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 84th Street Redevelopment Area known as La Vista City Centre are as follows:

Lots: La Vista City Centre was initially platted in 2016 as Lots 1 through 17 and Outlots A through C, La Vista City Centre. Lots 3 and 4 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 1 (“Replat 1”); Lots 16 and 17 subsequently were replatted as Lots 1 and 2, La Vista City Centre Replat 2 (“Replat 2”); Lots 5 - 12, La Vista City Centre and Lot 1, Replat 1, were subsequently replatted as Lots 1 - 12, La Vista City Centre Replat Three (“Replat Three”); Lot 13 and Outlot A, La Vista City Centre, Lot 1, Replat Three, and part of Tax Lot 12 were replatted as Lots 1-3, La Vista City Centre Replat Four (“Replat Four”); and Outlot C, La Vista City Centre, 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 84th Street Redevelopment Area and City, expanding the array of entertainment, employment and residential opportunities to the City and its residents, and enhancing the possibility of additional tax revenues for supporting costs of public services. The CDA determines that the Mixed Use Redevelopment Project and Public Improvement Redevelopment Project, as amended by this Amendment or the 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 84th 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 84th Street Redevelopment Area. CDA's role, if any, in financing or paying any costs or expenses shall be as approved by the CDA, subject to such review and approval of the City as may be specified from time to time by the City Council. Not in limitation of the foregoing or any powers pursuant to applicable law, City or CDA shall be authorized to issue bonds stating or pledging occupation taxes described in Neb. Rev. Stat. Section 18-2142.02, or any other revenues or sources, as an available source of payment, and to pay or reimburse any prior or future costs or expenses of City or CDA pursuant to this Amendment, the 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

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)

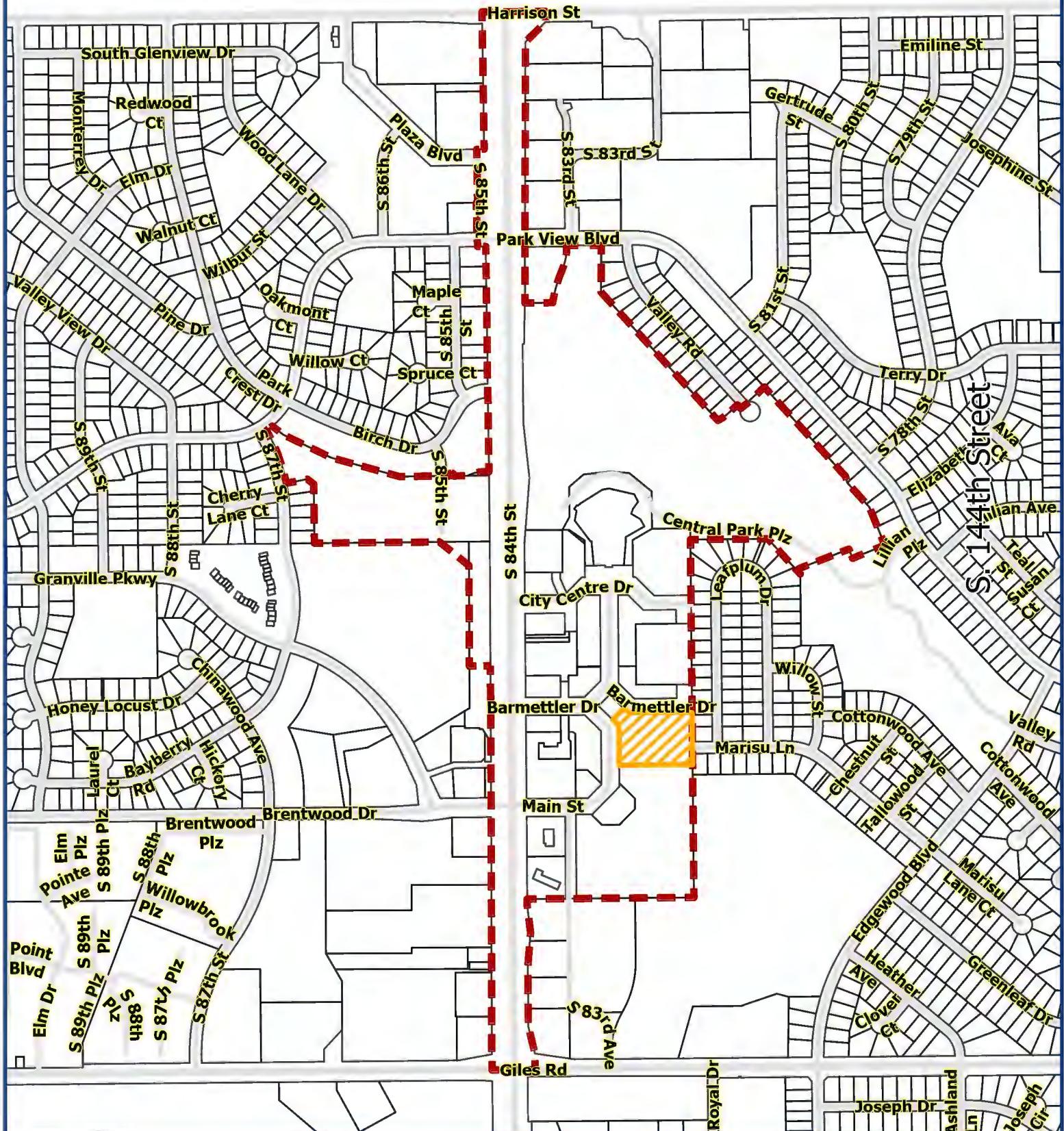
The foregoing Amendment was acknowledged before me this _____ day of _____, 2025 by Christopher L. Erickson, Manager of City Centre Hotel, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be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



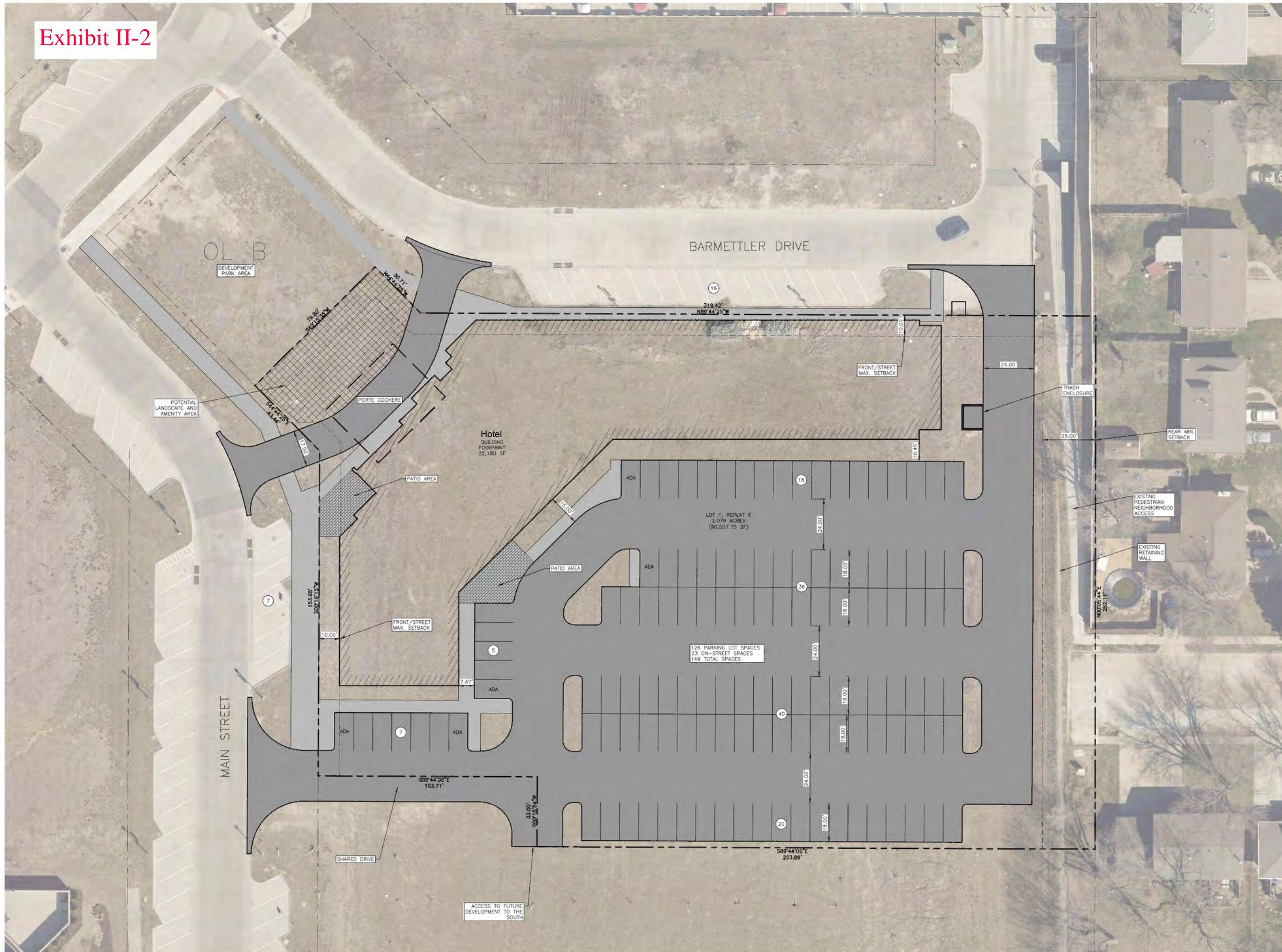
Legend

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



LA VISTA

Exhibit II-2



LAMP
RYNEARSON

LAMPRYNEARSON.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
9601 STATE LINE RD., STE. 200 (816) 361-0440
MO AUTH. NO.: LS-201301963 | LS-2019043127



PRELIMINARY

NOT RELEASED FOR CONSTRUCTION
RANDALL R. KUSZAK
F-45400

E-15439

CONCEPTUAL
SITE PLAN
EXHIBIT

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



• THE LOCATION, DEPTH, AND
SIZE OF EACH FACILITY IS
CORRECT. THE CONTRACTOR IS
RESPONSIBLE FOR LOCATING
ALL UTILITIES AND SERVICE
LINES PRIOR TO CONSTRUCTION.

Know what's below.
Call before you dig.

Call before you dig.

REVISIONS

ANSWER

DATE
10/2/2024

SHEET

Exhibit II-3

D



1 ELEVATION - Front East Wing

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

CHOOSE a Person in Charge (PIC) in
Titleblock Type Properties.

B



2 ELEVATION - Front West Wing

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

Marriott

La Vista Centre

DRAWN BY: Author CHECKED: Checker

DATE: 2024.11.07 PROJ. NO.: Project No.

GRAPHIC SCALE:

SCALE: 1/8" = 1'-0"
0 1 2 3 4 5 6 7 8 9 10

Front Elevations

ASk01

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