CITY OF LINCOLN REDEVELOPMENT AGREEMENT

(City Centre Project)

THIS CITY CENTRE REDEVELOPMENT AGREEMENT (“Redevelopment Agreement”) is entered into as of the ____ day of ______________ 2018, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as “City”), and City Centre Lincoln, LLC, a Nebraska limited liability company (hereinafter referred to as “Redeveloper”).

RECITALS

A. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Lincoln, Nebraska, and as part of that program the City has prepared and approved the Lincoln Center Redevelopment Plan, as amended (the “Redevelopment Plan”), pursuant to the Community Development Law of the State of Nebraska, Chapter 18, Article 21, Sections 18-2101-18-2144, as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as may be amended from time to time (“Community Redevelopment Law”). The Redevelopment Plan provides for a redevelopment project (the “City Centre Project”) in an area consisting of Block 34, Original Plat, Lincoln, Lancaster County, Nebraska, together with 9th Street right-of-way from the south line of R Street to the south line of O Street, 10th Street right-of-way from the south line of R Street to the south line of P Street, Q Street right-of-way from the west line of 9th Street to the east line of 11th Street, and P Street right-of-way from the west line of 9th Street to the east line of 11th Street (“City Centre Redevelopment Project Area”) as shown on Exhibit A. A copy of the Redevelopment Plan, together with any and all amendments thereto, is on file in the Office of the City Clerk of the City (the “City Clerk”).

B. The City Centre Project provides for the Redeveloper to acquire the property generally located at 926 P Street and legally described as Lots 7-15, Block 34, Original Plat,
Lincoln, and Lots 1-17, J.G. Millers Subdivision of the North Half of said Block 34, Original Plat, Lincoln, together with the adjacent vacated alleys in said Block 34, Original Plat, Lincoln, Lancaster County, Nebraska (collectively the “Project Site”). The City Centre Project further requires the Redeveloper to demolish the existing Journal-Star Printing Co. facility located at 926 P Street and to grade and prepare the Project Site for development (“Site Preparation”) and to construct a New Building (defined below) and Redeveloper Public Improvements (defined below) thereon. Acquisition of the Project Site is sometimes referred to herein as “Site Acquisition.”

C. The Redeveloper undertakings (“Redeveloper Undertakings”) for the City Centre Project consist of the following activities:

   (1) Site Acquisition;

   (2) Site Preparation as defined in Section 303.A below;

   (3) Design and construction of a 9-story mixed use building to include approximately 35,000 square feet of retail space on the ground floor with approximately 100 below grade parking stalls available for convenience of tenants of the approximately 88,000 square feet of commercial office space on the second and third floors, and approximately 238 market-rate residential dwelling units on the fourth through ninth floors. The tenth floor shall contain rooftop amenities for Tenant use. The mixed-use building is hereinafter referred to as the (“New Building”). Prior to substantial completion, Redeveloper reserves the right and option to impose a condominium regime on the New Building to create two (2) or more condominium units. Presently, it is Redeveloper’s intent to create “City Centre Condominium Regime” (“Condo Regime”) by filing a Declaration against the Project Site in accordance with the Nebraska Condominium Act to create:

   (a) Unit #1 consisting of the approximately 238 dwelling units to be located
on floors 4 through 9 of the New Building (“Residential Condo Unit”); and

(b) Unit #2 consisting of the parking area in the lower level containing approximately 100 parking stalls, the approximately 35,000 square feet of retail space to be located on the first floor, and the approximately 88,000 square feet of office space located on the second and third floors of the New Building (“Commercial Condo Unit”);

together with the common elements and limited common elements which shall form the condominium regime. In the event Redeveloper forms the condominium regime in accordance with this provision, the legal description of the Project Site shall be modified to make reference to the condominium units in the condominium regime. Further, the aggregate sum of the TIF Bonds to be authorized by this Redevelopment Agreement shall be reasonably allocated to the condominium units as set forth in this Agreement.

(4) Design, construction and/or installation of certain upgraded improvements to the New Building on the Project Site to the greater good of the community, which are beyond the requirements of City standards, regulations or codes consisting of Façade Enhancements and Energy Enhancements as defined in Section 303.B and 303.C below respectively (collectively “Public Enhancements”);

(5) Sanitary sewer improvements as defined in Section 313 below (collectively “City Utility Work”);

(6) LES utility work and other private dry utility company work as defined in Section 307 below (collectively “Dry Utility Work”);

(7) Design, construction and/or installation of certain right-of-way and upgraded streetscape improvements within the City Centre Redevelopment Project Area (“Streetscape Public Improvements”) as described in Section 306 below.
The Site Preparation, City Utility Work, Public Enhancements, and On-Block Streetscape Improvements (as said term is described in Section 306 A.) are collectively referred to as the “Redeveloper Public Improvements.”

The 9th Street Improvements (as described in Section 306. A. 3.) and the Opposite Corner/ “P” Street Streetscape Improvements (as described in Section 306 A. 2.) are collectively referred to as the “City Public Improvements.”

D. This Redevelopment Agreement implements the City Centre Project and sets forth the terms and conditions for the Project.

E. Neb. Rev. Stat. §18-2107 (Reissue 2012) authorizes the City to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the City may deem necessary to prevent the recurrence of substandard and blighted areas.

F. The City is willing to support the above described redevelopment of the Project Site provided Redeveloper is willing to (1) restrict the use of the Project Site to certain approved uses, and (2) agree to covenants and conditions regarding compulsory maintenance and upkeep of the New Building to prevent a recurrence of substandard and blighted conditions.

G. Pursuant to Neb. Rev. Stat. §18-2147, et seq., the Redevelopment Plan contains a provision which provides that any ad valorem tax levied upon real property in the City Centre Project for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date for the division of taxes (“Effective Date of the Ad Valorem Tax Provision”) as identified herein as follows:

- That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the City Centre Redevelopment Project Area valuation as of January 1 of the year prior to the year that the ad valorem taxes are to be divided shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and
• That portion of the ad valorem tax on real property as provided in the redevelopment contract or bond resolution in the City Centre Redevelopment Project Area in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principle and the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority (“TIF Indebtedness”) for financing or refinancing in whole or in part, the City Centre Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in the Redevelopment Project Area shall be paid into the funds of the respective public bodies.

Said provision is hereinafter referred to as the “Ad Valorem Tax Provision” or the “Tax Increment Provision.”

H. Neb. Rev. Stat. § 18-2107 (Reissue 2012) and § 18-2150 (Reissue 2012) authorize the City to provide grants to private parties in order to accomplish rehabilitation or redevelopment of the City Centre Redevelopment Project Area in accordance with the Redevelopment Plan. In order to make a grant or grants of TIF Bond Proceeds (defined below) to the Redeveloper to be used to pay for or reimburse the Redeveloper for TIF Priority Expenses (defined below) which are more particularly described in Section 503 (Use of TIF Bond Proceeds) below and summarized on the Sources and Uses of Funds for Public Improvements and Enhancements attached hereto as Exhibit B, the City intends to issue TIF Indebtedness in one or more series of taxable or tax exempt tax allocation bonds (“TIF Bond”) or other obligations, in the aggregate principal amount not to exceed $15,000,000.00 for the New Building, to be repaid with the tax increment revenues (“TIF Tax Revenues”) generated on the Project Site and the New Building under the Ad Valorem Tax Provision.

I. The City and Redeveloper desire to enter into this Agreement to implement the Redevelopment Project for the above purposes and in accordance with the Redevelopment Plan.
J. The parties mutually agree that the redevelopment of the Project Site is in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws and requirements under which the Redevelopment Plan has been undertaken.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual representations, warranties and covenants set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I.

EVIDENCE OF REDEVELOPER'S ABILITY

Section 101. Bond Counsel Fee & Tax Increment Financing Administrative Fee ("TIF Admin. Fee").

A. Payment of Bond Counsel Fee and TIF Admin. Fees. Redeveloper agrees to pay the City (1) the total amount of the Bond Counsel Fee (which is set forth on Exhibit B) and (2) the total amount of the TIF Admin. Fee pursuant to Lincoln Municipal Code in the amount of one percent of the TIF Indebtedness. The Bond Counsel Fee in the amount of $35,000 and a partial payment of the TIF Admin. Fee in the amount of $70,000.00 shall be paid to the City prior to the City's issuance of the Notice to Proceed (defined below). The remaining amount of the TIF Admin. Fee shall be paid to the City prior to substantial completion of the New Building.

B. Reimbursable Expenses. The Bond Counsel Fee for the TIF Bond Ordinance and the TIF Admin. Fee are reimbursable expenses, payable from issuance of the TIF Indebtedness for the City Centre Project.

Section 102. Evidence of Redeveloper's Ability.

A. Evidence of Redeveloper's Financial Ability. Redeveloper shall, within one hundred twenty (120) days following the date of this Agreement, state the amount and source of
liquid assets on hand and the amount and source of debt financing which has been obtained or irrevocably committed to Redeveloper in connection with acquisition of the Project Site, construction of the New Building, construction of the Redeveloper Public Improvements, construction of the City Public Improvements, and construction of the Dry Utility Work. Such information shall be provided in a form satisfactory to the Finance Director of the City. Evidence of loan commitments shall include all the documents evidencing the loan commitment, and acceptance by the borrower, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. To the extent allowed by law, the City agrees to keep the information confidential.

B. Timely Submittal of Evidence. Timely submittal of financial information required in subsection A above in a form satisfactory to the Finance Director of the City shall be a condition precedent to the requirement of the City to proceed with its obligations under this Redevelopment Agreement.

Section 103. Evidence of Redeveloper’s Ability to Timely Commence Construction of the New Building. Redeveloper shall within 120 days following the date of this Agreement, provide satisfactory documentation to the City that Redeveloper has entered into a construction contract and is ready, willing and able to timely commence construction of the New Building and Redeveloper Public Improvements. Submittal of such documentation in a form satisfactory to the City shall be a condition precedent to the requirement of the City to proceed with its obligations under this Redevelopment Agreement.

ARTICLE II
SITE ACQUISITION

Section 201. Site Acquisition. Redeveloper, at its own cost and expense subject to reimbursement from a grant of TIF Bond Proceeds, as provided in Section 503 below, shall on or
before April 30, 2018 acquire fee title to the Project Site for the sum of $6,250,000.00.

ARTICLE III

CONSTRUCTION OF NEW BUILDING AND REDEVELOPER PUBLIC IMPROVEMENTS

Section 301. New Building – Project Schematic Drawings; Final Design; Construction Plans; Exterior Construction Drawings; Approval of and Changes to Exterior Construction Drawings.

A. Conceptual Plans and Drawings. The Redeveloper has caused WDG Architecture, LLC of Washington, D.C. (“Architect”) to prepare overall conceptual plans and drawings (“Project Schematic Drawings”) for the New Building which are attached as Exhibit “C”. The Project Schematic Drawings have been reviewed and approved by the Mayor. The Project Schematic Drawings shall serve as the basis for development of the final design and construction plans and specifications for the New Building.

B. Final Design and Construction Plans. Redeveloper shall cause Architect to prepare the final design (“Final Design”) and detailed construction plans and specifications (“Construction Plans”) for the New Building to be constructed by Redeveloper on the Project Site. The Final Design and the Construction Plans shall address the following elements:

1. Architecture. The New Building shall have consistent architectural features, detailing, and design elements in accordance with the Project Schematic Drawings. All accessory screening walls or fences shall use the same primary material, color, and detailing as on the New Building.

2. Building Materials. High quality and highly durable building materials in conformance with the Lincoln Downtown Standards is described for the building exterior. Permanence should be an overriding characteristic in the choice of exterior materials.

3. Screening. All mechanical housing and condensing housing shall be visually screened from public view. Outside storage areas shall be screened on three sides.
Redeveloper shall submit a screening plan for such screening to the Mayor for his review and approval which will not be unreasonably withheld.

Such Final Design and Construction Plans shall be based upon the approved Project Schematic Drawings and shall include and show (i) all the exterior faces of the New Building from the adjoining sidewalk or ground surface to the highest point of the capping of the flat roof; to be constructed by Redeveloper as part of the City Centre Project, (ii) the construction materials to be used for the exterior walls, and (iii) the elevation views of the exterior faces of the New Building in relation to the adjoining sidewalk or ground surface (collectively “Exterior Construction Drawings”). The Exterior Construction Drawings shall include the following signature block (hereinafter the “Exterior Construction Drawings Mayoral Approval”):

“These Exterior Construction Drawings are in substantial conformance with the approved Schematic Drawings and are hereby approved this ____ day of ___________, 20___.

___________________________________
Chris Beutler, Mayor of the City of Lincoln”

The Redeveloper, as part of its application for a building permit to construct the New Building, shall cause the Architect or its General Contractor to submit two sets of the Exterior Construction Drawings to the Mayor for his review and approval, as provided in subsection C below.

If not previously submitted and approved as part of the Project Schematic Drawings, the Final Design and the Construction Plans shall also include a site plan (“Site Plan”). Ingress and egress to and from the Project Site from the public streets as shown on the Site Plan shall be subject to Nebraska Department of Roads approval and City approval based upon Chapter 14.75 of the Lincoln Municipal Code and the City’s Access Management Policy.

C. City Approval. City, acting through the Mayor, shall so approve or reject the Exterior Construction Drawings within fourteen (14) days after submittal to the Mayor of the
applicable documents. The Exterior Construction Drawings shall be reviewed by the Mayor and approved only if they are prepared from and in substantial conformance with the approved Project Schematic Drawings, and in substantial conformity with this Redevelopment Agreement. If the Mayor approves the Exterior Construction Drawings he will execute the Exterior Construction Drawings Mayoral Approval on each set of the Exterior Construction Drawings and return one set to the Redeveloper and the other set to the Director of the Urban Development Department. If the Mayor fails to approve or reject the Exterior Construction Drawings within said fourteen days, the Exterior Construction Drawings shall be deemed to have been approved by the City. If the Mayor rejects the Exterior Construction Drawings, the Mayor shall deliver to Redeveloper written notice thereof accompanied by an explanation of the reasons for such rejection based on the standards for this City Centre Project. If rejected, Redeveloper shall work with the Architect to submit revised Exterior Construction Drawings, as applicable, within fourteen (14) days after the date of receiving the written rejection notice. Resubmitted Exterior Construction Drawings shall be approved or rejected as provided above for original submittals.

D. Approval Limitation. Approval of the Exterior Construction Drawings is not a substitute for and does not eliminate the requirement that Redeveloper apply for and receive necessary building permits for construction of the New Building. Approval of a building permit for construction of the exterior walls is not a substitute for and does not eliminate the requirement that Redeveloper submit the Exterior Construction Drawings to the Mayor for his review and approval.

E. Changes. If the Exterior Construction Drawings are substantially and materially modified after the Mayor’s approval, Redeveloper shall cause any such modification (including a colored schematic drawing depicting the changes) to be resubmitted by the Architect or its General Contractor to the Mayor for review and approval, as provided above for original
submittals provided that such Exterior Construction Drawings shall first be submitted to Urban Design Committee in accordance with the submittal requirements in Section 4.36.040 of the Lincoln Municipal Code for its review and submittal of its recommendations to the Mayor.

Section 302. Construction of New Building.

A. Construction. Redeveloper, following request for and receipt of the City’s Notice to Proceed (defined below), shall, at its own cost and expense, through an approximate investment of Eighty Five Million Dollars ($85,000,000.00), subject to reimbursement for Site Acquisition and the Redeveloper Public Improvements and City Public Improvements as set forth in this Agreement, construct the New Building as described in Recital C above, in conformity with the Final Design and Construction Plans (including construction of the exterior walls in conformity with the approved Exterior Construction Drawings), the building permits, and this Redevelopment Agreement.

B. City to Grant Building Encroachment Easement. Intentionally Omitted.

C. Permits and Approvals. Redeveloper agrees to secure all permits and licenses necessary for construction of the New Building including, but not limited to, necessary building permits and inspections.

Section 303. Construction of Redeveloper Public Improvements. Redeveloper shall, at its own cost and expense, subject to full or partial reimbursement with available TIF Bond Proceeds as set forth in this Redevelopment Agreement, construct/install or cause the Redeveloper Public Improvements as defined below to be constructed/installed.

A. Site Preparation. Site Preparation shall consist of asbestos remediation/removal and the controlled demolition of the existing Journal-Star Printing Co. facility with a portion of the improvements being retained, removal of existing landscape, sidewalks and streetscape, building debris excavation, and site grading to accommodate the New Building.

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B. **Facade Enhancements.** Façade Enhancements shall consist of the following: Redeveloper’s cost to construct the exterior façade of the New Building in accordance with the approved Exterior Construction Drawings for the greater good of the community in excess of that required by the City of Lincoln Building Code and the Lincoln Downtown Design Standards.

C. **Energy Enhancements.** Energy Enhancements shall consist of the following: Redeveloper’s cost, after deducting any Lincoln Electric System or other rebates, to construct and/or upgrade the energy, cooling, heating, lighting, insulation, windows, controls, equipment, hardware and/or software improvements and systems made to the New Building for the greater good of the community to exceed energy efficiencies in excess of that required by the City of Lincoln Building Code (i.e. Title 20 of the Lincoln Municipal Code).

D. **Permits and Approvals.** Redeveloper agrees to secure all permits and licenses necessary for construction of the Redeveloper Public Improvements including, but not limited to, necessary building permits and inspections.

**Section 304. Commencement and Completion Deadline for New Building.** The Redeveloper shall commence construction of the New Building on the Project Site within thirty (30) days following receipt of a notice to proceed (“Notice to Proceed”) issued by the Urban Development Department Director. The Notice to Proceed shall only be issued upon receipt of the Redeveloper’s request for the Notice to Proceed, certifying that all conditions precedent to commencement of the work have been completed and requesting authorization to commence the work. The City acknowledges and agrees that Redeveloper is obligated to first facilitate the vacation of the Project Site by the current occupant before Redeveloper shall submit the Request for Notice to Proceed. The form of the Request for Notice to Proceed is attached hereto as Exhibit E. Redeveloper shall use its best efforts to substantially complete all levels comprising
the New Building on or before December 31, 2020.

Notwithstanding the above, the Redeveloper may proceed to acquire the Project Site and commence Site Preparation prior to submitting the Request for Notice to Proceed. Neither the Site Acquisition nor Site Preparation shall relieve the Redeveloper of the obligation to comply with the terms of this section, or any other terms of this Agreement.

Section 305. Easements.

A. Façade Easement Agreement. The City and Redeveloper shall enter into a Façade Easement Agreement wherein Redeveloper shall grant to the City a Façade Easement. The form of the Façade Easement Agreement is attached hereto as Exhibit F.

B. Skywalk Bridge Easement. The City and Redeveloper shall enter into a Skywalk Bridge Easement Agreement wherein the City shall grant Redeveloper the right and easement to construct a pedestrian bridge connecting the New Building to the Market Square Garage in which Redeveloper has the right to lease parking stalls for use by tenants of Redeveloper as provided in Section 405 below. The form of the Skywalk Bridge Easement is attached hereto as Exhibit M.

Section 306. Construction of Streetscape Public Improvements.

A. Description of Public Improvements.

1. On-Block Streetscape Improvements. The On-Block Streetscape Improvements shall include the following:

   a. “P” Street Improvements on the north side of the street between 9th and 10th Streets which will include the relocation of the existing curb line to the south to a line approximately 23 to 24 feet south of the property line and the south face of the structural pillars with the dimension allocated to the following uses:
• 1 ½ to 2 feet for curb and vehicle/door overhang;
• 6 to 7 feet for the “P” Street amenity zone including landscape and hardscape improvements;
• Minimum 6 feet clear path for pedestrian movement; and
• 8 to 9 feet for outdoor seating area,

all of which shall be constructed and installed by Redevelopment as part of its obligation to make the “On-Block Streetscape Improvements”. The “P” Street Improvements to be constructed and installed shall conform and comply with the design requirements of the “Elements of the “P” Street Retail Streetscape” attached as Exhibit B-1 and incorporated by this reference.;

b. 9th Street Improvements consisting of corner radius extensions at the corners of 9th and the north side of “P” Streets and 9th and the south side of “Q” Streets and the green buffer area as all are located on the east side of the 9th Street right-of-way as depicted on the Intersection Improvement Plans to be constructed by Redeveloper as part of its obligation to make the On-Block Streetscape Improvements;

c. 10th Street Improvements consisting of the curb line and bump-out extensions at the northwest corner of the intersection of 10th and the north side of “P” Streets as depicted on the Intersection Improvement Plans to be constructed by Redeveloper as part of its obligation to make the On-Block Street Improvements;

d. “Q” Street Improvements consisting of the radius extension and bump-out improvements on the south side of “Q” Street, east of 9th Street, as depicted on the Intersection Improvement Plans to be constructed and installed by Redeveloper as part of its obligation to make the On-Block Streetscape Improvements.
To complete the On-Block Streetscape Improvements, Redeveloper intends to devote the sum of $800,000.00 as reflected on the “Sources/Uses of Funds” attached as Exhibit B.

Except as otherwise described in Exhibit B-1 for the “P” Street Improvements, the On-Block Streetscape Improvements shall include but not be limited to concrete sidewalks, pavers, trees, landscaping, landscape planters, pedestrian lighting, bollards, and other pedestrian amenities. The Redeveloper shall prepare construction streetscaping drawings which shall include the following signature block (hereinafter the “Final On-Block Streetscape Drawings Mayoral Approval”):

“These Final On-Block Streetscape Drawings are in substantial conformance with the approved Schematic Drawings and are hereby approved this ____ day of __________, 20___.

___________________________________
Chris Beutler, Mayor of the City of Lincoln”

Two sets of the Final On-Block Streetscape Drawings shall be submitted to the City’s Urban Development Department for review and submittal of a recommendation to the Mayor and shall be approved if they are consistent with and conform to the Elements of the “P” Street Retail Streetscape for those improvements which are located on “P” Street. Upon receipt of the Urban Development’s recommendation, the Mayor shall approve or reject the Final On-Block Streetscape Drawings within fourteen (14) days after receipt. If the Mayor approves the Final On-Block Streetscape Drawings, he will execute the Final On-Block Streetscape Drawings Mayoral Approval on each set of the Final On-Block Streetscape Drawings and return one set to the Redeveloper and one set to the Director of the Urban Development Department. If the Mayor fails to approve or reject the Final On-Block Streetscape Drawings within said fourteen days, the Final On-Block Streetscape Drawings shall be deemed to have been approved by the City. If the Mayor rejects the Final On-Block Streetscape Drawings, the Mayor shall deliver to Redeveloper written notice thereof accompanied by an explanation of the reason for rejection. If
rejected, the Redeveloper shall submit revised Final On-Block Streetscape Drawings within fourteen (14) days after receiving the written rejection notice. Resubmitted Final On-Block Streetscape Drawings shall be approved or rejected as provided for the original submittal. Upon approval of the Final On-Block Streetscape Drawings, the Redeveloper shall prepare or cause to be prepared final Streetscape Construction Documents in accordance with City Design Standards and Standard Specifications which shall be submitted to the Mayor for review and approval as provided above. The Final Streetscape Improvements shall be competitively bid through the City’s Purchasing Division or by the Redeveloper pursuant to the Redeveloper Bidding Procedures attached hereto as Exhibit G and shall be coordinated with the City’s bidding of the Opposite Corner Improvements.

2. **Opposite Corner/“P” Street Improvements.** As part of the Streetscape Public Improvements, the City agrees, to the extent funding is made available to the City under the terms of this Agreement, to make additional improvements which shall provide benefit to the Project and shall include:

a. Streetscape and intersection improvements at the northeast and southeast corners of the intersection of 10th and “P” Streets (on the east side of 10th Street), revised curb lines and bump-outs, along with benches, banner poles, decking, as reasonably determined by the City, consistent with the “Elements of the “P” Street Retail Streetscape”.

b. Streetscape improvements to the north side of “P” Street (adjacent to the Embassy Suites Hotel) to incorporate the “Elements of the “P” Street Retail Streetscape” by expanding the planting areas and adding the design elements and amenities to achieve such consistency;

c. Other streetscape improvements, as determined by the City.
To complete the Opposite Corner/“P” Street Improvements, Redeveloper shall pay to the City the sum of $320,000.00 from TIF Bond Proceeds as set forth on the “Sources/Uses of Funds” with such payment being made concurrently with the issuance of TIF Bond “A”.

3. 9th Street Improvements. The City intends to make streetscape and intersection improvements on the west side of 9th at both “Q” and “P” Streets. To enable the City to make such improvements, the Redeveloper shall pay to the City the sum of $200,000.00 from TIF Bond Proceeds as set forth on the “Sources/Uses of Funds” with such payment being made concurrently with the issuance of the TIF Bond “A”.

(Collectively, the “On-Block Streetscape Improvements”, the “Opposite Corner/“P” Street Improvements”, and the “9th Street Improvements” shall be referred to as the “Streetscape Public Improvements”).

4. Construction of On-Block Streetscape Improvements. The Redeveloper shall cause the above described On-Block Streetscape Improvements to be designed in conformance with the City’s standard specifications and constructed through the City’s Executive Order Authority for Private Construction of Public Facilities. A summary of the Executive Order Authority is set forth in the list of documents attached as Exhibit H. The On-Block Streetscape Improvements shall be timely completed in accordance with the construction deadline provided for in the Executive Order. Redeveloper shall be responsible for the timing of the completion of the On-Block Streetscape Improvements, but Redeveloper shall coordinate and consult with the City with respect to the timing of bidding and construction of the Opposite Corner “P” Street Improvements.


A. Description of Dry Utility Work. The Dry Utility Work shall include:

(i) LES utility work consisting of electrical extensions; and
(ii) Other dry utility provider work consisting of fiber optic extensions.

B. Construction of Dry Utility Work. The Redeveloper shall cause the above described Dry Utility Work to be completed in conformance with the requirements of the applicable utility companies. Construction of the Dry Utility Work is not a reimbursable expense, payable from issuance of the TIF Indebtedness for the City Centre Project.

Section 308. Payment of Costs for Redeveloper Undertakings. Redeveloper agrees to use commercially reasonable efforts to complete construction of the Redeveloper Project Undertakings as provided in this Redevelopment Agreement, and to pay, or cause to be paid, in a timely manner all persons, firms, or organizations that performed labor or furnished materials, equipment or supplies used in the prosecution of the Redeveloper Project Undertakings. Such payment shall be made promptly after completion of such phase in accordance with all the provisions of this Redevelopment Agreement relating to the obligations of Redeveloper to complete said undertakings. If requested by City, the Redeveloper shall, in addition to this promise to pay, obtain and supply the City with lien waivers in favor of the Redeveloper from all persons, firms, or organizations performing any work on the Redeveloper Project Undertakings or furnishing any materials, equipment, or supplies for construction of the said undertakings. In addition, the City shall be entitled to inspect at reasonable times all records of the Redeveloper or its agents regarding such lien waiver procedures.

Section 309. Redeveloper’s Certificate of Completion of Improvements.

A. Promptly upon substantial completion by Redeveloper of the New Building in accordance with all provisions of this Redevelopment Agreement, and promptly after the Redeveloper provides the City with the proper documentation that Redeveloper’s contractor or his or her subcontractors who performed labor or supplied materials, equipment or supplies in construction of the New Building have been properly paid (less retainage to be paid upon Final
Payment), the City shall, upon request of such Redeveloper, cause a final inspection to be made of the New Building. If the work has been completed in conformance with this Redevelopment Agreement, the City shall execute and deliver to Redeveloper the City's acceptance to the Redeveloper's Certificate of Completion of Improvements, the form of which is attached hereto as Exhibit I. The acceptance to the Redeveloper’s Certificate of Completion of Improvements for the New Building by the City shall be a conclusive determination of satisfaction of the agreements and covenants contained in this Redevelopment Agreement with respect to the obligations of Redeveloper and its successors and assigns to construct the New Building. As used herein, the term “completion” shall mean substantial completion of the New Building, but need not include the tenant finish of the retail or office spaces of the New Building. Substantial completion of the New Building is the stage in the construction progress of the New Building when (i) Façade Enhancements have been completed in accordance with the Exterior Construction Drawings and (ii) the Redeveloper has secured a temporary or permanent certificate of occupancy so that the Redeveloper can occupy or utilize the improvements for their intended use.

B. The Redeveloper’s Certificate of Completion of Improvements for the New Building shall be recorded by Redeveloper in the Office of the Register of Deeds for Lancaster County, Nebraska against the Project Site. If the City shall refuse or fail to execute the acceptance to a Redeveloper’s Certificate of Completion of Improvements after a final inspection has been requested and performed, the City shall, within fourteen (14) days provide Redeveloper with a written statement indicating in what particulars Redeveloper has failed to complete the New Building in accordance with the provisions of this Redevelopment Agreement or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for Redeveloper to take or perform in order to obtain such acceptance.
Section 310. Duty to Maintain. Redeveloper at its own cost and expense shall, following construction of the New Building, keep the same in a safe and sanitary condition and shall take all action reasonably necessary to (a) maintain, in good order and condition and state of repair, all interior and exterior portions of the building including the routine and reasonable preventive maintenance of the building and its service facilities such as the wiring, plumbing, heating and air conditioning systems, interior insect treatment, and all glass including plate glass, exterior doors and automatic doors, and (b) maintain the grounds in a safe and sanitary condition including but not limited to sweeping and removal of trash, litter and refuse, repair and replacement of paving as reasonably necessary, maintenance of landscaped areas (including replacement and replanting), removal of snow and ice from sidewalks, driveways, and parking areas, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes. With regard to the Façade Enhancements, the Redeveloper shall not, except for ordinary or necessary maintenance, undertake or allow to be undertaken any material change to the Façade Enhancements including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Façade Enhancements that alters their state from the Exterior Construction Drawings, wear and tear excepted.

Section 311. Construction Administration. Redeveloper shall be responsible for all components of the Redeveloper Undertakings constructed by Redeveloper including construction management, coordination of contractors and regulatory permitting and other requirements. The Redeveloper will be solely responsible for payment of all construction costs for the Redeveloper Undertakings.
Section 312. **Cost Certification.** Redeveloper shall submit authentic documentation to the City on approved forms or format for payment of any expenses related to reimbursement for the cost to construct the Redeveloper TIF Priority Expenses. Redeveloper shall timely submit real estate settlement statements, receipts, invoices, or proof of payment concurrently with the request for reimbursement of such Expenses. The City shall use its good faith efforts to approve or reject the request for reimbursement with reasons stated, based on the review within ten (10) business days of receipt of the same; provided, however, the City shall generally approve requests for reimbursement made by Redeveloper that are consistent with Section 503 of this Redevelopment Agreement. Once the Redeveloper Priority Expense evidence or invoices have been approved by the City, the City shall authorize payment of such expense to Redeveloper within thirty (30) business days from the Project Account (defined below) established by the City for the Project.

Section 313. **Sanitary Sewer Line.** The present improvements located in the City Centre Redevelopment Project Area are serviced with a sanitary sewer line located beneath the existing structure in the former right-of-way of an east-west alley located on the west half of the block. This sanitary sewer line also provides service to the building located at 940 “P” Street located on the southeast corner of the block.

Redeveloper intends to replace the sanitary sewer line with new piping at its current location beneath the New Building. Redeveloper, for itself and successor and assigns, shall be responsible for the maintenance, repair and replacement of the sanitary sewer line located on the Project Site beneath the New Building. Redeveloper shall further be responsible to ensure that the improvements located on the block, including the New Building and the structure at 940 “P” Street, are provided continuous, uninterrupted sanitary sewer service.
ARTICLE IV.
SECURITY AND RESTRICTIONS


A. Penal Bond. Pursuant to Neb. Rev. Stat. § 18-2151, Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the New Building and Redeveloper Public Improvements, a penal bond in an amount equal to the total cost of the New Building, and Redeveloper Public Improvements with a corporate surety authorized to do business in the State of Nebraska. The form of the Penal Bond is attached hereto as Exhibit J or such other form of Payment/Performance Bonds as may be approved by the City Attorney, which approval shall not be unreasonably withheld. Such penal bond shall stay in place until the City executes the Certificate of Completion of Improvements for the New Building and shall be conditioned upon Redeveloper or Redeveloper’s contractor at all times making payment of all amounts lawfully due to all persons supplying or furnishing Redeveloper, Redeveloper’s contractor, or his or her subcontractors with labor or materials performed or used in the prosecution of the New Building and Redeveloper Public Improvements. Proof of such penal bond shall be supplied to and approved by the City prior to the start of construction of the New Building and Redeveloper Public Improvements. The City’s Notice to Proceed authorizing the Redeveloper to proceed with the construction of the New Building and Redeveloper Public Improvements shall not be issued before proof of such penal bond has been supplied to the City.

B. Surety Bond Alternative. The City shall accept, in lieu of the requirements in Section 401.A above, a surety bond supplied by Redeveloper or Redeveloper’s prime contractor meeting the requirements of Neb. Rev. Stat. §52-141 (Reissue 2010) and a lien waiver from the prime contractor. The penal amount of the bond shall be Two Million Five Hundred Thousand
Dollars ($2,500,000). As required by Neb. Rev. Stat. §52-141, recorded notice of the bond must be filed of record against the Project Site. If this alternative is used, the City’s Notice to Proceed with construction of the New Building and Redeveloper Public Improvements shall not be issued before proof of said surety bond and recording and a copy of the lien waiver has been provided to the City.

C. **Disbursement Agreement.** The City shall accept in lieu of the requirements in Sections 401.A and 401.B above a fully executed Disbursement Agreement in the form attached hereto as Exhibit K or some other form acceptable to the City and a Redeveloper cash deposit for the purposes set forth in Sections 401.A and 401.B to be held by the City in the amount of $10,000.00. The cash deposit will be refunded upon issuance of the Certificate of Completion for the New Building.

**Section 402. Security for City Public Improvements.**

The Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the Redeveloper Public Improvements a guarantee for the construction in the amount of the contract sum for the improvements. There are four acceptable guarantees:

1. A surety bond must be executed on the form attached to the executive order; or
2. A cash deposit with the City Treasurer. A certified check, payable to the City Treasurer is required. A description of the executive order construction typed on the check will help keep everyone’s records straight; or
3. An escrow account with a bank. The standard city of Lincoln escrow agreement from must be used (*Please note the account number and the name on the account on the Escrow Form); or
4. A letter of credit acceptable to the City Attorney’s Office.
Section 403. Indemnification. Redeveloper agrees to indemnify and hold the City harmless to the extent of any payments in connection with carrying out construction of the New Building, Redeveloper Public Improvements, City Public Improvements, and/or Dry Utility Work the City may be required to make for failure of Redeveloper or Redeveloper’s contractor to make payments of all amounts lawfully due to all persons supplying or furnishing Redeveloper’s contractor or his or her subcontractors with labor or materials performed or used in construction of the New Building, Redeveloper Public Improvements, City Public Improvements, and/or Dry Utility Work.

Section 404. Use Restrictions. Redeveloper hereby represents and agrees that neither all nor any portion of the Project Area, Project Site, and/or New Building shall be used, directly or indirectly, for the following uses:

(a) any outdoor off premises advertising specifically including billboards, signboards and related structures and appurtenances, except temporary signs advertising such lot is for sale or lease by the owner thereof;

(b) any business whose predominant operation is the retail sale of alcoholic beverages for consumption on and off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises); except that up to 50% of the overall retail space contained in the New Building may be used for restaurants wherein the gross sales of alcoholic beverages exceed 50% of gross retail sales, provided such restaurants have a licensed kitchen and offer a full menu during the hours of 5:00 p.m. to 8:00 p.m. or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations (this restriction shall not include micro-breweries, craft distilleries, wine bars, pharmacies, or grocery stores);

(c) any business whose predominant operation is the retail sale of tobacco
products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations (does not include pharmacies, cigar bars, or grocery stores);

(d) any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;

(e) any ground floor use by a business for which a majority of its ground floor area displays adult-oriented products;

(f) any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off site pari-mutuel wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law;

(g) the first floor of the New Building shall be used for retail use and more than fifty percent (50%) of such retail floor space will have users whose minimum normal hours of operation, six days a week, are from 11:00 a.m. to 8:00 p.m.;

(h) any freestanding cell towers, excluding a cell antenna on top of the New Building located on the Project Site;

(i) any business providing payday loans, liens, check cashing services, or other similar services except for banks, savings and loans, insurance companies, investment companies, stock brokers, credit unions, and automated teller machines.
Section 405. Redeveloper’s Parking Rights. Commencing upon issuance of a certificate of occupancy for the New Building, Redeveloper, for the sole use of the tenants of the New Building, shall have the right, to lease up to Three Hundred Forty (340) monthly parking stalls in the Market Place Garage located at 925 “Q” Street and adjacent to the New Building on a non-reserved basis (“Non-Reserved Parking”), in accordance with the following schedule (“Parking Schedule”):

<table>
<thead>
<tr>
<th>Right to Lease Period</th>
<th>Residential</th>
<th>Commercial</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Certificate of Occupancy- 3 mos.</td>
<td>70 stalls</td>
<td>50 stalls</td>
<td>120 stalls</td>
</tr>
<tr>
<td>3 mos. - 6 mos.</td>
<td>130 stalls</td>
<td>50 stalls</td>
<td>180 stalls</td>
</tr>
<tr>
<td>6 mos. - 9 mos.</td>
<td>180 stalls</td>
<td>50 stalls</td>
<td>230 stalls</td>
</tr>
<tr>
<td>9 mos. - 12 mos.</td>
<td>210 stalls</td>
<td>50 stalls</td>
<td>260 stalls</td>
</tr>
<tr>
<td>12 mos. - 15 mos.</td>
<td>230 stalls</td>
<td>50 stalls</td>
<td>280 stalls</td>
</tr>
<tr>
<td>15 mos. - 18 mos.</td>
<td>240 stalls</td>
<td>50 stalls</td>
<td>290 stalls</td>
</tr>
<tr>
<td>After 18 mos.</td>
<td>290 stalls</td>
<td>50 stalls</td>
<td>340 stalls</td>
</tr>
</tbody>
</table>

During each Right to Lease Period identified in the Parking Schedule above, Redeveloper shall have the right, to lease the number of Non-Reserved Parking stalls determined by Redeveloper in its sole discretion to be necessary to meet the demand of Redeveloper’s tenants; provided, however, that the number of residential and commercial Non-Reserved Parking stalls leased by Redeveloper during each Right to Lease Period shall not exceed the quantities allowable for said period as reflected the Parking Schedule. The parking leases shall be issued in the names of the tenants which shall count toward the number of stalls specified on the Parking Schedule. The Non-Reserved Parking shall be for 24 hours a day, seven (7) days a week, three hundred sixty-five (365) days a year; except that Redeveloper understands and acknowledges that the total number of monthly parking stalls leased by the City in the Market Place Parking Garage exceeds the total number of stalls designated for monthly parking as the City uses a shared parking...
methodology in calculating the overall parking demand. As a result Redeveloper understands and agrees that City does not guarantee Redeveloper that leased parking stalls will be available for use at all times. During each Right to Lease Period, the Redeveloper’s right to lease the Non-Reserved Parking shall be placed ahead of all other requests for parking in the Market Place Garage except for competing parking rights contained in a Redevelopment Agreement which pre-dates this Agreement and pertains to the parking stalls designated for use by the Embassy Suites Hotel located east of the Project Site. Redeveloper understands and agrees that City has no duty or obligation to convert any hourly parking stalls to monthly parking stalls and/or to terminate any existing parking permit to accommodate Redeveloper’s request for Non-Reserved Parking permits. The Non-Reserved Parking shall initially be leased under parking permits issued by the City to Redeveloper’s tenants at the then existing current monthly rate, including the additional fee for University of Nebraska Lincoln home football games. Except as herein stated, the rights granted hereunder shall be subject to regular and timely payment of the parking charges as the same may from time to time be established or revised by the City. Redeveloper agrees that Redeveloper shall not charge its tenants for use of said parking stalls a fee in excess of the rate paid by the Redeveloper and a reasonable administrative fee that may be charged by the Redeveloper to its tenants to manage the parking rights. The parking rights outlined in this Section 405 shall survive the expiration of the fifteen (15) year tax increment capture period and shall continue so long as the New Building is adequately maintained and utilized for residential and commercial uses. Upon the request of Redeveloper or its lender, City shall reasonably cooperate with Redeveloper to embody the parking rights described herein in a Memorandum to be recorded against the Market Place Garage and the Project Site.
ARTICLE V.

AD VALOREM TAX AGREEMENT

Section 501. Valuation of the Project Site and New Building. The City intends to use the Ad Valorem Tax Provision (“Ad Valorem Tax Provision”) to generate tax increment revenues (“TIF Tax Revenues”) which shall be used to pay debt service on the sale of the TIF Bond for the New Building and receive TIF Bond Proceeds to make the grant or grants to Redeveloper to fund the Site Acquisition, Redeveloper Public Improvements, and City Public Improvements in accordance with this Redevelopment Agreement. The tax increment is to be derived from the increased valuation, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Community Development Law which will be attributable to the redevelopment contemplated under this Agreement. Redeveloper agrees not to contest any taxable valuation assessed for the Project Site and the New Building constructed thereon below $68,000,000.00, commencing on the Effective Date (defined below) of the Ad Valorem Tax Provision for the New Building and continuing for a period not to exceed fifteen (15) years after the Effective Date or so long as any portion of the TIF Indebtedness remains outstanding and unpaid, whichever period of time is shorter.

Section 502. Issuance of TIF Indebtedness.

A. Issuance of TIF Indebtedness. Not earlier than thirty (30) days but no later than forty-five (45) days following the later date of the approval and execution of this Redevelopment Agreement or the date the issuance of TIF Indebtedness for the New Building has been authorized by an ordinance adopted by the City Council of the City of Lincoln (“TIF Bond Ordinance”), which date is after the remonstrative period in Neb. Rev. Stat § 18-2142.01, the City shall issue, at the request of the Redeveloper, TIF Indebtedness in the form of a TIF Bond “A” in the principal amount of not to exceed Fourteen Million and No/100 Dollars
($14,000,000.00), and the City may issue a TIF Bond “B” in the principal amount not to exceed One Million and No/100 Dollars ($1,000,000.00). If the Redeveloper imposes a condominium regime on the New Building to facilitate separate ownership of the residential portion, the TIF Bond “A” shall be allocated as follows:

1. **TIF Bond “A-1”**. Attributable to Unit #1 of the City Centre Condominium Regime which is the residential component of the New Building (“**Residential Condo Unit**”) in the amount of Seven Million Seventy Thousand and No/100 Dollars ($7,070,000.00); and

2. **TIF Bond “A-2”**. Attributable to Unit #2 of the City Centre Condominium Regime which is the retail and office components of the New Building (“**Commercial Condo Unit**”) in the amount of Six Million Nine Hundred Thirty Thousand and No/100 Dollars ($6,930,000.00).

Hereinafter the term TIF Bond shall mean TIF Bond A-1 and TIF Bond A-2 in the event Redeveloper imposes a condominium regime on the New Building to facilitate separate ownership of the residential portion. In addition, the City may issue a TIF Bond “B” to be held by the City to assist in the funding of public improvements throughout the Project Area. The TIF Bond “A” shall be purchased by the Redeveloper or its Lender (“**TIF Bond Purchaser**”). The City shall either: (a) receive TIF Bond Proceeds from the TIF Bond Purchaser to be deposited into a City fund account (the “**Project Account**”) for payment of the items listed in the TIF Priority Expenses set forth in Section 503 below; or (b) based on documentation and pay applications submitted by Redeveloper, approve progress payments for eligible expenses and approve disbursement by the TIF Bond Purchaser to contractors and suppliers directly. The TIF Bond “B” may be issued to and held by the City in accordance with the terms of this Agreement. The above total dollar amount of the TIF Indebtedness is the estimated amount of the tax increment (“**TIF Tax Revenues**”) to be generated on Project Site and the New Building.
constructed thereon based upon an estimated taxable valuation of Sixty Eight Million and No/100 Dollars ($68,000,000.00) after substantial completion of the New Building in 2020. Alternatively, if the Project is subjected to a condominium regime, the aggregate taxable valuation of Sixty Eight Million and No/100 Dollars ($68,000,000.00) after substantial completion of the New Building in 2020 shall be allocated to the: (i) valuation of the Residential Condo Unit of Thirty Four Million Four Hundred Thousand and No/100 Dollars ($34,400,000.00); and (ii) valuation of the Commercial Condo Unit of Thirty Three Million Six Hundred Thousand and No/100 Dollars ($33,600,000.00). TIF Bond “A” (including TIF Bond A-1 and A-2), shall have priority in payment over TIF Bond “B”. After TIF Bond “A” has been repaid in full, the TIF Tax Revenues shall be captured to repay the principal sum of TIF Bond “B”. If TIF Bond “B” has not been repaid prior to the expiration of this Agreement, then any remaining balance of TIF Bond “B” shall be forgiven.

B. [Reserved].

C. Authority of City Finance Director. Subject to the terms of the TIF Bond Ordinance and this Redevelopment Agreement, the City Finance Director on behalf of the City shall make all necessary arrangements regarding timing of issuance of the TIF Bond and all other details of the TIF Bond, TIF Tax Revenues, Project Account, and Grant of Funds to reimburse Redeveloper for all or a portion of the Site Acquisition Redeveloper Public Improvements, and City Public Improvements. All such arrangements made by the Finance Director shall be subject to approval of the Mayor.

Section 503. Use of TIF Bond Proceeds.

TIF Bond “A” Proceeds shall be used for and expended for priority expenses (each a “TIF Priority Expense”) as summarized on the Sources and Uses of Funds for Public Improvements and Enhancements (Exhibit B) in the following priority:
FIRST TIF PRIORITY EXPENSE: Reimburse the Redeveloper for the Bond Counsel Fee for the TIF Bond, the TIF Admin. Fee, and the Redeveloper’s cost to record Exhibit F, Exhibit L, and Exhibit M.

SECOND TIF PRIORITY EXPENSE: Payment of grant or grants to reimburse Redeveloper for the total cost of the Streetscape Public Improvements.

THIRD TIF PRIORITY EXPENSE: Payment of grant or grants to reimburse Redeveloper for all or a portion of its costs for Site Acquisition.

FOURTH TIF PRIORITY EXPENSE: Payment of grant or grants to reimburse Redeveloper for all or a portion of its costs for Site Preparation.

FIFTH TIF PRIORITY EXPENSE: Payment of grant or grants to reimburse Redeveloper for all or a portion of its costs of the Facade Enhancements.

SIXTH TIF PRIORITY EXPENSE: Payment of grant or grants to reimburse Redeveloper for all or a portion of its cost for the Energy Enhancements.

SEVENTH TIF PRIORITY EXPENSE: Payment of grant or grants to reimburse Redeveloper for all or a portion of the cost of capitalized interest incurred during construction of the Project.

Only costs for TIF Priority Expenses incurred after the date of this Agreement shall be eligible for reimbursement as TIF Priority Expenses under this Section. The funds granted to Redeveloper are restricted and earmarked solely for the reimbursement of eligible costs of the TIF Priority Expenses, as described herein, and the Redeveloper does not have discretionary judgment over the applications of said grant funds.

The City shall not have any obligation to make a grant or grants to reimburse the Redeveloper for the Third, Fourth, Fifth, and Sixth TIF Priority Expenses in excess of the available TIF Bond Proceeds remaining after the First TIF Priority and Second TIF Priority
Expenses as described above have been paid in full. The City shall not have any obligation to make a grant or grants to reimburse the Redeveloper for the Sixth TIF Priority Expenses until the Third, Fourth and Fifth TIF Priority Expenses as described above have been paid in full.

Section 504. Debt Service for TIF Indebtedness.

The City shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Tax Revenues, pay the TIF Bond Purchaser the principal of the TIF Bond, with interest as provided in the TIF Bond Ordinance at a rate not to exceed six percent (6%) per annum. Any debt service on the TIF Indebtedness (including interest) to be paid from TIF Tax Revenues shall not constitute a general obligation or debt of the City. Upon retirement of the TIF Bond “A”, any TIF Tax Revenues resulting from the Tax Increment Provision on the Project Site and New Building, shall be used to pay the City the principal and interest sum of TIF Bond “B” for other eligible improvements in the City Centre Redevelopment Project Area or returned to the applicable taxing authorities as provided in the Community Development Law. Any shortfall in anticipated TIF Tax Revenues from the Tax Increment Provision for payment of “A” TIF for any reason, specifically including a lower than expected taxable valuation or a decline in taxable valuation of the Project Site and New Building, shall be borne entirely by the Redeveloper, and the TIF Bond Purchaser without recourse of any kind against the City. If TIF Bond “B” is not fully repaid by the fifteenth (15th) year following the Effective Date, any remaining balance shall be forgiven.

505. Tax Increment Deficiency on TIF Bond.

A. Lender and/or Investor Purchased TIF Bond. If Redeveloper’s Lender or an Investor purchases the TIF Bond “A”, any shortfall in the annual TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Project Site and New Building, shall be borne entirely by the Redeveloper.
without recourse of any kind against the City. To the extent of any deficiency in annual TIF Tax Revenues from the Ad Valorem Tax Provision for required debt service on the TIF Bond, the Redeveloper agrees to pay the same as a deficiency tax payment upon written request of the City and shall pay a deficiency tax payment for each year that there exists a deficiency in such TIF Tax Revenues. If Redeveloper is required to pay any deficiency, the City shall reimburse all sums paid by said Redeveloper for such purposes if and when annual TIF Tax Revenues do become available from the Ad Valorem Provision to meet current debt service and reimburse Redeveloper for any deficiency payments.

B. Adjustments for any Payments of Tax Increment Deficiency. If Redeveloper makes one or more payments to cover a deficiency as provided in paragraph A. of this Section, the City shall maintain a record of the aggregate amount of said payments, which shall include interest (at the same interest rate of the then outstanding TIF Bond) (“Redeveloper’s Aggregate Deficiency Payments”). If the TIF Tax Revenues from the Tax Increment Provision for any year exceeds the amount necessary to meet current debt service on the TIF Bond, then the excess TIF Tax Revenues shall be paid to Redeveloper and deducted from the Redeveloper’s Aggregate Deficiency Payments until Redeveloper’s Aggregate Deficiency Payments have been fully reimbursed.

C. Redeveloper Purchased TIF Bonds. If the Redeveloper purchases the TIF Bond “A”, any shortfall in the annual TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Project Site and New Building, shall be borne entirely by the Redeveloper without recourse of any kind against the City. To the extent of any deficiency, the Redeveloper agrees to defer payment of the same for each year that there exists a deficiency. If Redeveloper is required to defer any such payment, the City shall reimburse all sums deferred by Redeveloper if and when annual TIF Tax Revenues
do become available from the Ad Valorem Provision to meet current debt service and reimburse Redeveloper for such deferred payments. In the event the TIF Bond “A” is not retired in full at the end of the Tax Increment Period, any remaining indebtedness on the TIF Bond shall be forgiven.

Section 506. Grant of Funds from TIF Bond Proceeds.

A. Grant of Funds from TIF Bond Proceeds. In order to support redevelopment of this City Centre Project and as an inducement for Redeveloper to construct the New Building, the City agrees to the extent allowed by law and then only to the extent proceeds (“TIF Bond Proceeds”) are lawfully available from sale of the TIF Bond “A”, to pay on behalf of or make a grant of funds (“Grant Funds”) to the Redeveloper, up to the total amount of the TIF Bond Proceeds, to reimburse Redeveloper for the cost of the Section 503 First through Seventh TIF Priority Expense items. In order to receive reimbursement from Grant Funds the Redeveloper shall submit authentic and satisfactory documentation to the City to comply with the Cost Certification obligation arising under Section 312. The City shall maintain a record of all expenditures of the TIF Bond “A” Proceeds to determine the total amount of TIF Bond Proceeds expended on Section 503 TIF Priority Expenses. The grant described in this Section may be in the form of the TIF Bond issued to the Redeveloper or Redeveloper’s Lender as described in Section 502.B.

ARTICLE VI.

NEW BUILDING – GENERAL PROVISIONS

Section 601. Reimbursement of Grants from TIF Bond Proceeds.

1. In the event Redeveloper fails to substantially complete the New Building as provided in Section 304 (Commencement and Completion Deadline for New Building) above, Redeveloper agrees, subject to Section 901 (Remedies) below, to repay the City for any grant of
funds from TIF Bond Proceeds to Redeveloper as provided for in this Agreement. Upon such repayment of such grant funds, this Redevelopment Agreement shall be null and void in regards to Redeveloper’s obligation to construct the New Building, subject to Section 901 (Remedies) below.

2. In the event Redeveloper fails to maintain the New Building as provided in Section 307 (Duty to Maintain) above, then said Redeveloper shall reimburse the City 1/15 of the grant funds granted Redeveloper under this Agreement for construction of the Public Enhancements to the New Building, for each year a Redeveloper fails to maintain the New Building.

Section 602. Restriction on Transfer. Redeveloper will not, for a period of fifteen (15) years after the issuance by the City to Redeveloper the Redeveloper’s Certificate of Completion for the New Building, or so long as any tax increment indebtedness incurred pursuant to this Agreement remains outstanding, whichever period of time is shorter (the “Tax Increment Period”), convey the Project Site and New Building or any portion thereof to any entity which would result in the underlying real estate or improvements being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions or subsidiaries. Redeveloper specifically reserves the right to convey the Residential Condo Unit and/or the Commercial Condo Unit containing the residential component of the Project to a new entity and assign the portions of this Agreement which pertain to the residential portion to the transferee of such Unit.

Section 603. Agreement to Pay Real Property Taxes. Redeveloper agrees to pay all real property taxes levied upon the Project Site and New Building prior to the times such taxes become delinquent. This contractual obligation to pay such taxes prior to delinquency on the part of Redeveloper shall cease upon expiration of the Tax Increment Period, but the City in no
way waives the statutory obligation of Redeveloper to continue to pay real estate taxes. Nothing herein shall be deemed an agreement by Redeveloper to waive its right to protest or contest the valuation of the Project Site and New Building for tax purposes except as provided in Section 501.

**Section 604. Damage or Destruction of New Building.**

A. **Construction Period.** During the construction period for the New Building, Redeveloper agrees to keep the construction area, including completed operations insured against loss or damage by fire, and such other risks, casualties, and hazards as are customarily covered by builders’ risk or extended coverage policies in an amount not less than the replacement value but allowing for reasonable coinsurance clauses and deductibles. In the event of any insured damage or destruction, Redeveloper agrees to use its good faith efforts to commence restoration of the New Building to its prior condition within nine (9) months from the date of the damage or destruction, and shall diligently pursue the same to completion.

B. **Tax Increment Period.** During the Tax Increment Period for the New Building, Redeveloper agrees to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value of the New Building but allowing for reasonable coinsurance clauses and deductibles. Redeveloper agrees to use good faith efforts to commence restoration of the New Building to its prior condition within nine (9) months from the date of the damage or destruction, and shall pursue the same to completion.

C. **Failure to Restore.** In the event Redeveloper fails for any reason to restore the New Building as provided in Section 604.A above, Redeveloper shall pay the City the necessary amount for the City to retire the TIF Bond in full, including interest.

D. **Evidence of Insurance.** On or before September 1 of each year during the Construction Period the New Building, the Redeveloper shall provide the City’s Urban
Development Department with a certificate of insurance showing the above required insurance coverage, and said certificate shall include the amount of coverage provided under the policy.

**Section 605. Condemnation.** In the event that during the Tax Increment Period all or a substantial portion of such New Building is condemned by a condemning authority other than the City, and such condemning authority or its successor in interest, would not be obligated to pay real estate taxes upon that portion condemned, the City shall be entitled to claim against the condemning authority an interest in such property equal to the amount of tax increment received by the City in the preceding year times the number of years remaining in the Tax Increment Period.

**Section 606. Termination of Provisions.** The provisions of this Article VI for the New Building shall terminate upon the end of the Tax Increment Period.

**ARTICLE VII.**

**MORTGAGE FINANCING; RIGHTS OF MORTGAGEES**

**Section 701. Limitation Upon Encumbrance of Property.** Prior to issuance of the Redeveloper’s Certificate of Completion of Improvements by the City for the New Building, neither Redeveloper nor any successors in interest to Redeveloper shall engage in any financing or any other transaction creating any mortgage or any other monetary encumbrance or monetary lien upon the Project Site and New Building, whether by express agreement or operation of law, or suffer any monetary encumbrance or monetary lien to be made on or attached to the Project Site and New Building, except for the purposes of obtaining funds only to the extent necessary to construct and develop the New Building, and to finance, operate, maintain, repair, replace and insure said New Building. All such mortgages, financial encumbrances, or monetary liens shall be subject to the terms and conditions of this Redevelopment Agreement and shall be recorded in the appropriate public records in a timely manner following their execution.
Redeveloper or any successors in interest shall notify the City in advance of any additional financing secured by mortgage or similar lien instrument that it proposes to enter into with respect to the Project Site and New Building or portions thereof, and shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Project Site and New Building or portions thereof whether by voluntary act of Redeveloper or otherwise.

Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to the Project Site and New Building or portions thereof and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. § 52-142 to avoid or prevent foreclosure of such encumbrance or lien.

Section 702. Mortgage Holder Obligations. Each mortgage holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other judicial proceedings or action in lieu thereof shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of any of the New Building and which require such holder to be obligated to guarantee such construction and completion. The above exemption shall not run in favor of any purchaser at foreclosure or judicial sale other than the holder of the mortgage; nor in favor of any person who subsequently obtains title to the Project Site or any part thereof from the holder of the mortgage; provided, however, no person, including the holder of a mortgage authorized by this Redevelopment Agreement, may devote the New Building thereon or any part thereof to any use or construct any improvements thereon other than those uses and improvements provided and permitted in accordance with this Redevelopment Agreement.

Section 703. Copy of Notice of Default to Mortgage Holder. Whenever the City shall deliver any notice or demand to Redeveloper with respect to any breach or default by
Redeveloper of its obligations or covenants in this Redevelopment Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Redevelopment Agreement at the last address of such holder as shown in the records of the Register of Deeds of Lancaster County, Nebraska or as provided to the City by such mortgage holder.

Section 704. Mortgage Holder’s Option to Cure Defaults. If thirty (30) days after notice or demand with respect to any breach of default as referred to in Section 703, such breach or default remains uncured, each such holder shall (and every mortgage instrument made prior to issuance by the City of the Redeveloper’s Certificate of Completion) have the right, at its option, to cure or remedy such breach or default within sixty (60) days after the notice or demand as referred to in Section 703, and to add the cost thereof to the mortgage debt and the lien of its mortgage. If the mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default. In the event the Holder fails to cure, then the City shall have the remedies provided for in this Redevelopment Agreement.

Section 705. City’s Option to Purchase Property. In any case where the holder of any mortgage obtains title to the Project Site and any New Building or any part thereof as a result of foreclosure proceedings or action in lieu thereof, prior to issuance by the City of the Redeveloper’s Certificate of Completion of Improvements for the New Building, the City shall (and any additional mortgage instrument made after the date of this Redevelopment Agreement with respect to the Project Site or any part thereof prior to issuance by the City of the Redeveloper’s Certificate of Completion of Improvements shall so provide) be entitled, at its option, to a conveyance to it of the Project Site or any part thereof upon payment to such holder of an amount equal to the sum of:
(1) The mortgage debt at the time of foreclosure or action in lieu thereof (less all the appropriate credits including those resulting from collection and application of rentals and other income received during foreclosure proceedings);

(2) All expense with regard to foreclosure;

(3) The net expense, if any, incurred by such holder in and as a direct result of its subsequent management and operation of the Project Site;

(4) The depreciated cost of any improvement made by such holder;

(5) An amount equal to the interest that would have accrued on the aggregate of such amounts had all such amounts become a part of the mortgage debt and such debt had continued in existence; and

(6) All other reasonable holding costs actually incurred as to the Project Site.

The City’s option shall remain in force for ninety (90) days after the date the holder of any mortgage obtains title to said Project Site or part thereof and notifies the City, unless the City waives the option prior to the end of such 90-day period. In the event the City exercises its option under this Section, then the City shall be required to repay in full any and all outstanding amounts of the TIF Bond and thereafter the City shall be entitled to receive the TIF Tax Revenues.

Section 706. Mortgage Rights Applicable to Other Forms of Encumbrance. The rights and obligations of this Redevelopment Agreement relating to mortgages of the Project Site prior to issuance of the Redeveloper’s Certificate of Completion of Improvements for the New Building thereon shall apply to any other type of encumbrance on the Project Site, and any of the stated rights, obligations, and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance, all of which shall be as duly recorded in a timely manner in the public records of Lancaster County,
Nebraska.

Section 707. Termination of Provisions. The provisions of this Article VII shall terminate for the New Building upon issuance by the City to the Redeveloper the Redeveloper’s Certificate of Completion of Improvements for the New Building.

ARTICLE VIII.

REPRESENTATIONS

Section 801. Development of Project. Redeveloper represents and agrees that its undertakings, pursuant to this Redevelopment Agreement, have been, are, and will be, for the purpose of redevelopment of the Project Site and not for speculation in land holding.

Section 802. Restrictions on Assignments of Rights or Obligations. Redeveloper represents and agrees that prior to issuance of the Redeveloper’s Certificate of Completion of Improvements by the City, for the New Building there shall be no sale or transfer of Redeveloper or assignment of its rights or obligations under this Redevelopment Agreement to any party without the prior written approval of the City Administration, other than: (i) mortgages; (ii) involuntary transfers by reason of death, insolvency, or incompetency; or (iii) transfer of the Residential Condo Unit and/or the Commercial Condo Unit. The City shall be entitled to require, except as otherwise provided in this Redevelopment Agreement, as conditions to any such approval, that:

A. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Redevelopment Agreement by Redeveloper;

B. Any proposed transferee, by instrument satisfactory to the City and in form recordable in the Office of the Register of Deeds of Lancaster County, shall, for itself and its successors and assigns, and for the benefit of the City, have expressly assumed all of the
obligations of Redeveloper under this Redevelopment Agreement and agreed to be subject to all of the conditions and restrictions to which Redeveloper is subject. No transfer of, or change with respect to ownership in Redeveloper’s interest in the Project Site or any interest therein, however consummated or occurring and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Redevelopment Agreement with respect to the Project Site and the construction of the New Building that would have occurred, had there been no such transfer or change;

C. There shall be submitted to the City for review, not less than seven (7) days prior to the proposed execution thereof, all instruments and other legal documents involved in the transfer; and if disapproved by the City, its disapproval shall be indicated to Redeveloper in writing; and

D. Redeveloper and its transferees shall comply with such other reasonable conditions as the City may find desirable in order to achieve and safeguard the purposes of the Proposal for Redevelopment; provided that in the absence of a specific written agreement by the City to the contrary, no such transfer or approval by the City shall be deemed to relieve the Redeveloper of any of its obligations with respect to the construction of the New Building.

Nothing herein contained shall prohibit the Redeveloper from entering into any agreement to sell or other agreement as to transfer of any interest if such agreement can, by its terms only, become effective after the City has issued a Redeveloper’s Certificate of Completion. The restrictions set forth in this Section 802 shall automatically terminate and no longer be binding on the Redeveloper upon the issuance of the Redeveloper’s Certificate of Completion of Improvements by the City for the New Building.
Section 803. Change in Scope, Termination of Project. City and Redeveloper agree that any material change in the scope of the City Centre Project including termination of the entire Project for any reason, except as specifically set forth herein, shall require mutual written agreement considering the established Sources and Uses of Funds for the Project and, if applicable, the costs incurred by the respective parties to date. Notwithstanding the foregoing, in the event that Redeveloper is unable through no fault of Redeveloper to obtain the necessary governmental approvals and permits from the City prior to Closing to construct the New Building as reflected on the Project Schematic Drawings, Redeveloper may terminate this Redevelopment Agreement by delivering written notice to the City.

ARTICLE IX.

REMEDIES

Section 901. In General. Except as otherwise provided in this Redevelopment Agreement, in the event of any default in or breach of this Redevelopment Agreement, or any of its terms or conditions by the City, Redeveloper, or any successors to such parties, either party (or successor) shall, upon written notice from the aggrieved party, proceed immediately to cure or remedy such default or breach, and in any event, such default or breach shall be cured within thirty (30) days after receipt of such notice, except that if such default or breach cannot, in the exercise of reasonable diligence, be cured within such thirty (30) day period, then the defaulting party within such period shall commence efforts to cure such default and shall diligently continue to cure the same. In case such action is not cured as provided above, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure and remedy such default or breach of its obligation, provided that the non-defaulting party’s remedies will be limited to, proceedings for injunction, specific performance or other equitable remedy, or by proceedings to collect and enforce sums owning hereunder, and no other remedy and no party
will be entitled to claim damages in the event of any default or breach of this Redevelopment Agreement by the defaulting party for lost profits, economic damages or actual direct, indirect, consequential, punitive or exemplary damages. Any curing of any default or breach by a mortgagee of Redeveloper shall be deemed to be a curing by Redeveloper.

Section 902. Other Rights and Remedies; No Waiver by Delay. The parties hereto shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Redevelopment Agreement. Any delay in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Redevelopment Agreement shall not operate as a waiver of such rights to deprive a party of or limit such rights in any way.

Section 903. Delay in Performance For Causes Beyond Control of Party (“Force Majeure”). For the purpose of any provisions of this Redevelopment Agreement, the City, and Redeveloper or their successors or assigns, shall not be considered in breach or default of their obligations in the event of delay in the performance of such obligations due to causes beyond their reasonable control and without their fault, including acts of God, acts of the public enemy, act of the federal or state government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of contractors, or subcontractors due to such causes (financial incapacity of the Redeveloper, contractors or subcontractors excepted); it being the purpose and intent of this section that in the event of the occurrence of any such delay, the time for performance of the obligations of either party with respect to construction of the improvements shall be extended for the period of delay, provided that in order to obtain the benefit of the provisions of this section, the party seeking the benefit shall, within twenty (20) days after the beginning of any such delay, notify the other party thereof, in writing, and of the cause(s) thereof.
Section 904. Rights and Remedies Cumulative. The rights and remedies of the parties to this Redevelopment Agreement, whether provided by law or by this Redevelopment Agreement, shall be cumulative and the exercise by either party of any one or more such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for any other default or breach by the other party. A waiver of any right of either party conferred by this Redevelopment Agreement shall be effective only if such waiver is in writing and only to the extent as so specified in writing.

ARTICLE X.

MISCELLANEOUS

Section 1001. Conflicts of Interest; City Representatives Not Individually Liable. No official or employee of the City shall be personally liable to Redeveloper, any successors in interest or transferees of Redeveloper, or any other party or person, in consequence of any default or breach by the City or for any amount which may become due to Redeveloper, its successors or transferees, or on any obligations under the terms of this Redevelopment Agreement.

Section 1002. Persons Authorized to Issue Approvals. For purposes of this Redevelopment Agreement and the approvals and disapprovals required hereunder, Redeveloper shall be entitled to rely on the written approval or disapproval of the City Council, or the Mayor, or the Director of the Department of Urban Development or its successor as authorized in this Redevelopment Agreement, as constituting the approval or disapproval required by the City. The Mayor is hereby authorized to amend or modify the order of Redeveloper Priority Expenses and use of the TIF Bond Proceeds for the Section 503 Priority Expenses. The Mayor is further authorized to amend or modify the terms of the Façade Easement Agreement (Exhibit F) and/or the Memorandum of Redevelopment Agreement and Use Restrictions (Exhibit L). Until City
receives further written notice from Redeveloper, City shall be entitled to rely on the written approval of David Newman as constituting the approval or disapproval of Redeveloper.

Section 1003. Equal Employment Opportunity. Redeveloper, for itself and its successors and transferees, agrees that during the construction and operation of the New Building provided for in this Redevelopment Agreement, Redeveloper will not discriminate against any employee or applicant for employment for the Redeveloper because of race, religion, sex, color, national origin, ancestry, disability, marital status, or receipt of public assistance. Redeveloper will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, ancestry, disability, marital status, or receipt of public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 1004. Notices and Demands. A notice, demand, or other communication under this Redevelopment Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

If to the City: Mayor
555 South 10th Street
Lincoln, Nebraska 68508

With a copy to: City Attorney
555 South 10th Street, Suite 300
Lincoln, Nebraska 68508

If to Redeveloper: City Centre Lincoln, LLC
Newman Development Group
Attention: David Newman
300 Plaza Drive, Box 67
Vestal, NY 13850-6781
or at such other address with respect to either party as that party may from time to time designate in writing and forward to the other as provided in this Section.

Section 1005. Approval Not Unreasonably Withheld and Timely Approval.

Whenever approval or consent of either party is required hereunder, such consent shall not be unreasonably withheld or delayed. Except as may be specifically otherwise stated, any approval or disapproval required in this Redevelopment Agreement shall be issued within fourteen (14) days after receipt by the party issuing such approval/disapproval of all necessary information from the party requesting such approval. The party issuing such approval/disapproval shall promptly advise the requesting party as to whether all necessary information has been received. If any party to this Redevelopment Agreement submits any item to another party to this Redevelopment Agreement for approval pursuant to this Redevelopment Agreement, and the party so requested to approve fails to issue written approval or disapproval within the time period specified for such approval or disapproval, then such failure shall constitute approval of such item.

Section 1006. Access to Project Site. Redeveloper shall permit the representatives of the City to enter Project Site at any and all reasonable times, as the City may deem necessary for the purposes of this Redevelopment Agreement, including but not limited to work and inspection of all work being performed in connection with the construction of the New Building. Similarly, the City shall permit Redeveloper such entry upon the public rights of way for such purposes. No compensation shall be payable nor shall any charges be made in any form by any party for the access or inspection provided for in this section. The City’s right of access granted under this
Section shall terminate upon issuance by the City of the Redeveloper’s Certificate of Completion for the New Building. Notwithstanding the above, Redeveloper shall not be relieved of the provisions contained in Chapter 14.29 of the Lincoln Municipal Code regarding the use of streets for private construction purposes.

Section 1007. Termination of Provisions; Provisions Run With the Land. This Redevelopment Agreement shall run with the Project Site and shall inure to and bind the parties and their successors in interest. Except as otherwise provided herein, the provisions and covenants of this Redevelopment Agreement shall terminate upon issuance by the City of the Redeveloper’s Certificate of Completion of Improvements for the New Building.

Section 1008. Federal Immigration Verification System Requirements. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, the Redeveloper agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized. The Redeveloper shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 USC 1324b. The Redeveloper shall require any contractor constructing the New Building on behalf of Redeveloper to comply with the provisions of this section.

Section 1009. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Redevelopment Agreement are inserted for convenience of index and reference only and shall be disregarded in construing or interpreting any of its provisions.
Section 1010. Integrated Contract; Severance of Provisions; Interpretation; Governing Law. It is intended by the parties that this Redevelopment Agreement and the incorporated, attached and referenced documents shall be an integrated contract, but that invalidation of any of its provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect unless such court action shall materially change the intent of this Redevelopment Agreement. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Redevelopment Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. The parties agree that any grant paid hereunder to the Redeveloper as reimbursement for the cost of the Redeveloper Public Improvements are for the benefit of the City and the public and are granted pursuant to the contract provisions described herein and that such grant funds are not under the dominion and control of the Redeveloper and should not be construed as income to the Redeveloper under the Internal Revenue Code Section 61 (I.R.C. § 61). This Redevelopment Agreement shall be construed and governed by the laws of the State of Nebraska.

Section 1011. Definitions.

A. For the purpose of this Redevelopment Agreement, the term “holder” in reference to a mortgage shall be deemed to include any insurer or guarantor of any obligation or conditions secured by such mortgage or similar type of encumbrance who succeeds to or becomes subrogated to the rights of the mortgagor.

B. The term “mortgage” shall include a deed of trust or other instrument creating an encumbrance or lien as security for a loan.

C. The term “minimum investment” shall include all costs incurred by Redeveloper when constructing the New Building including the Façade Enhancements and Energy
Enhancements, including but not limited to construction costs, fees, financing costs, and land costs.

**Section 1012. Audit.** Redeveloper shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Redevelopment Agreement, as allowed by law. City shall be subject to audit by Redeveloper with regard to the collection, disbursement, and/or funding of any of the uses set forth in Section 503 and shall make available to Redeveloper and/or any auditor working on behalf of Redeveloper copies of all financial and performance-related records and materials germane to this Redevelopment Agreement and the use of the TIF Bond Proceeds for the Section 503 Priority Expenses.

**Section 1013. Effective Date of Ad Valorem Tax Provision.** It is anticipated that, based on construction completion, the effective date of the Ad Valorem Tax Provision shall be January 1, 2020. The City will deliver written notice to the County Assessor on or before August 1 of the year of Substantial Completion to divide the property taxes on the Project Site and use the last certified valuation for the prior year to divide the taxes for the remaining portion of the fifteen-year period as described in Section 18-2147 (3) of the Nebraska Revised Statutes. To the extent that this provision is deemed invalid, void, unconstitutional, or otherwise unenforceable, the Redeveloper agrees to assume any and all risk associated with such an outcome and any effect it might have on the availability of proceeds otherwise allowed for repayment of indebtedness associated with this Agreement as described in Article V of the Agreement without any recourse against the City of Lincoln. Redeveloper, at its election, may defer the Effective Date of the Ad Valorem Tax Provision to January 1, 2021 dependent on the timing and occurrence of the demolition of the existing structures located on the Project Site and the
resulting completion of construction of the New Building.

Section 1014. Expiration. Except as otherwise provided herein, this Redevelopment Agreement shall expire for the New Building upon the expiration of the Tax Increment Period.

Section 1015. Recording. A Memorandum of this Redevelopment Agreement and Use Restrictions (in the form attached hereto as Exhibit L, the Façade Easement (Exhibit F), and the Skywalk Bridge Easement Agreement (Exhibit M)) shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the Project Site.

Section 1016. Representations and Warranties of Parties.

A. Redeveloper represents and warrants to City as follows:

i. Organization; Power; Good Standing. Redeveloper is a Nebraska limited liability company, duly organized and validly existing in good standing under the laws of Nebraska. Redeveloper is qualified to do business in the State of Nebraska and has all requisite power and authority to own and operate its properties and carry on its business as now being conducted and to enter into this Redevelopment Agreement and perform the obligations hereunder.

ii. Authority Relative to Agreement. This Redevelopment Agreement has been duly executed and delivered by Redeveloper and constitutes a legal, valid and binding obligation of Redeveloper, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

iii. Effect of Agreement. The execution, delivery and performance of this Redevelopment Agreement by Redeveloper has been duly authorized by all necessary action by Redeveloper and except as provided in this Redevelopment Agreement will not require the
consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Redeveloper, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Redeveloper is a party.

B. City represents and warrants to Redeveloper as follows:

i. Authority Relative to Agreement. This Redevelopment Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor’s rights generally, or by judicial discretion in connection with the application of equitable remedies.

ii. Effect of Agreement. The execution, delivery and performance of this Redevelopment Agreement by City has been duly authorized by all necessary action by the City and except as provided in this Redevelopment Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the City, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which the City is a party.

Section 1017. Counterparts. This Redevelopment Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

Section 1018. Successors and Assigns. The provisions of this Redevelopment Agreement shall be binding upon Redeveloper and its successors and assigns; provided, however, that the obligations of Redeveloper pursuant to this Redevelopment Agreement shall be binding upon Redeveloper and its successors and assigns only during their respective periods of
ownership.

Section 1019. Purpose of Agreement. This Redevelopment Agreement has been entered into by the City to provide financing for the City Centre Project, an approved redevelopment project as defined in Neb. Rev. Stat. § 18-2103(12) within the Lincoln Center Redevelopment Plan.

Section 1020. Certain Façade Enhancements. Notwithstanding any contrary provisions herein, the Façade Enhancements will include design costs, improvements and construction that the City determines to be unique and not-competitive or otherwise involving professional services to the extent the same are required to coordinate, match and integrate the Façade Enhancements with the New Building. Redeveloper shall timely submit architect, engineer or other professional designer estimates or contractor’s competitive bids for said Façade Enhancements in advance of requesting payment for the same to enable the City to obtain an independent review of the same by a qualified professional or contractor. The City shall approve or reject said cost estimates based on the review within fourteen (14) days of receipt of the same. Where reasonable and appropriate, Redeveloper shall utilize unit price or itemized contracts specifically showing the eligible items or quantities prior to letting or entering into the same. Overhead, overtime, incentive, office, mobilization, administration or similar generalized charges shall be allowed only as authorized by the City in advance of incurring the same. Redeveloper agrees to assist and make any and all pertinent documents available for inspection and copying by the City or its auditors in support of the same.

Section 1021. Authority. The Mayor is hereby authorized to take such action as the Mayor may deem necessary or advisable in order to carry out this Agreement, including, but not limited to, the authority to make minor alterations, changes or additions to the Agreement and the Exhibits.
Section 1022. Exhibits. The following Exhibits are attached to this Redevelopment Agreement and are incorporated herein by this reference:

Exhibit A  City Centre Redevelopment Project Area
Exhibit B  Sources and Uses of Funds for Public Improvements and Enhancements
Exhibit C  Project Schematic Drawings
Exhibit D  Building Encroachment Easement and Hold Harmless Agreement – Intentionally Omitted
Exhibit E  Request for Notice to Proceed
Exhibit F  Façade Easement Agreement
Exhibit G  Redeveloper Bidding Procedures
Exhibit H  Summary of Executive Order Authority for Private Construction of Public Facilities
Exhibit I  Certificate of Completion of Improvements
Exhibit J  Penal Bond
Exhibit K  Disbursement Agreement
Exhibit L  Memorandum of Redevelopment Agreement and Use Restrictions
Exhibit M  Skywalk Bridge Easement Agreement

[SIGNATURE AND NOTARY PAGES TO FOLLOW]
Executed by City this _____ day of ____________________, 2018.

“City”

ATTEST: CITY OF LINCOLN, NEBRASKA
a municipal corporation

______________________________ ________________________________________
City Clerk     Chris Beutler, Mayor of Lincoln

______________________________ ________________________________________
Notary Public

The foregoing instrument was acknowledged before me this _____ day of _________, 2018, by Chris Beutler, Mayor of the City of Lincoln, on behalf of the City of Lincoln, Nebraska.
Executed by Redeveloper this _____ day of ________________, 2018.

“Redeveloper”

CITY CENTRE LINCOLN, LLC, a Nebraska limited liability company

By: __________________________________
    David Newman, Manager

STATE OF ____________ )
) ss.
COUNTY OF ____________

The foregoing instrument was acknowledged before me this _____ day of ____________, 2018, by David Newman, Manager of City Centre Lincoln, LLC, a Nebraska limited liability company, on behalf of the company.

____________________________________
Notary Public
EXHIBIT A

CITY CENTRE REDEVELOPMENT PROJECT AREA

Attachment A: City Centre Redevelopment: Project Area

City Centre Redevelopment Project Area

City of Lincoln: Urban Development - Kurt Elder

Exhibit A
# Exhibit B

## City Centre Redevelopment Project

Sources and Uses of Funds

### For Public Improvements and Enhancements

<table>
<thead>
<tr>
<th>TIF Sources</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Value</td>
<td>$1,369,000</td>
</tr>
<tr>
<td>Estimated New Assessed Value</td>
<td>$68,078,101</td>
</tr>
<tr>
<td>Increment Value</td>
<td>$66,709,101</td>
</tr>
<tr>
<td>Annual TIF Generated (Estimated)</td>
<td>$1,358,707</td>
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</tbody>
</table>

**Total Available TIF** = Annual TIF Generated * 14 Years at 4.50% = **$14,000,000**

### A. TIF Uses (Note "A")

<table>
<thead>
<tr>
<th>TIF Uses (Note &quot;A&quot;)</th>
<th>TIF Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. a. Cost of Issuance</td>
<td>$10,000</td>
</tr>
<tr>
<td>b. City Administrative Fee</td>
<td>$140,000</td>
</tr>
<tr>
<td>2. Site Acquisition</td>
<td>$6,250,000</td>
</tr>
<tr>
<td>3. Site Preparation</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>4. Streetscape Public Improvements (Landscape &amp; Streetscape Improvements)*</td>
<td>$1,320,000</td>
</tr>
<tr>
<td>5. Façade Enhancements</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>6. Energy Enhancements</td>
<td>$1,180,000</td>
</tr>
<tr>
<td>7. Capitalized Interest</td>
<td>$1,600,000</td>
</tr>
</tbody>
</table>

**Total TIF Uses (Note "A")** = **$14,000,000**

### B. TIF Uses (Note "B" – City Public Improvements)**

<table>
<thead>
<tr>
<th>TIF Uses (Note &quot;B&quot;)</th>
<th>TIF Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$85,000,000</strong></td>
</tr>
</tbody>
</table>

* Includes:
  a) $800,000 for the On-Block Streetscape Improvements;
  b) $320,000 cash to the City for the Opposite Corner/"P" Street Improvements; and
  c) $200,000 cash to the City for the 9th Street Improvements.

** Note "B" to be issued in junior priority to Note "A" and the annual debt service for Note "B" to enable the City to complete additional City Public Improvements.
EXHIBIT B-1

ELEMENTS OF THE “P” STREET RETAIL STREETSCAPE

Elements of the P Street Retail Streetscape

As we expand the P Street Retail Streetscape to the west, our design intent is to create a seamless design from 9th to Centennial Mall using the same or substantially equivalent materials, methods, and means.

Sidewalk/Hardscape
- Increased sidewalk width to a minimum six-foot, unimpeded path, plus six-foot amenity zone, plus 18 inches back of curb for a parking overhang with preference for an eight- to ten-foot path and a seven- to eight-foot amenity zone, with 18-inch parking overhang, where feasible
- Reduced crossing distances at intersections (approximately 34 feet, where possible across P Street)
- Scored concrete sidewalk (continuation of appropriate scoring pattern)
- Reduced corner radii, where feasible
- Concrete paver tree wells with permeable unit pavers (a minimum of 6’ by 8’ over silva cells)
- Other specialty pavers (charcoal grey, beige, and blue glass block concrete unit pavers that meet psi tests)
- Thickened-edge concrete adjacent to permeable pavers/silva cells
- Concrete planting bed curbs (6” x 6” curb walls above grade, below grade depths vary)
- Suspended decking at specified locations
- Pavers and/or landscaping used at nodes separating ingress and egress points

Lighting
- Use of five light pole types in a coordinated effort.
- Coordination with LES on uniform street lighting, approximately one Valmont streetlight per block face, preferably integral with banners and pedestrian lights.
- Uniform pedestrian lighting, including a banner pole with hanging basket rings at each corner node and two mid-block, spaced proportionately, where possible, and in line north/south.
- Four banners for district branding and one way finding sign per block face
- Unique branded tree lighting at specified deck locations
- “Floating Benches” installed on footing with blue LED light in a hidden channel

Landscaping/Storm Water Mitigation
- Landscaped curb extensions
- Silva Cells for greater soil volumes to support healthier, taller tree canopies
- Hanging baskets on corner banner poles
- Irrigation for planter pots and hanging baskets
- Underground irrigation for landscape beds with cages for backflow preventers.
- Preservation of existing healthy trees where possible
- Planting of new trees (specified) in Silva Cell areas
- Landscape beds at corners with benches
- Bioswales where drainage permits, not adjacent to preserved trees

Exhibit B-1
• An appropriate mix of perennials for seasonal color (specified)

Amenities
• Decks for branded street furniture at specified locations
• Two to four elevated 1’ x 2’ x 6’ limestone benches on footings at corners. Benches will have recessed LED blue lighting
• Four to six mid-block benches (of which two to four are “floating”), thoughtfully located at conversation seating nodes and adjacent to building activity
• All benches have powder-coated steel armrests
• Precast landscape planters thoughtfully located and irrigated, single at vehicular egress points and groups of three in amenity zones
• Bike parking zones with district branded inverted U shaped racks and blue glass unit pavers
• Consistent trash and recycling cans, and use of cigarette receptacles

Street
• Maintenance of three travel lanes
• Consistent travel lane path from 9th to Centennial Mall
• Maintenance/maximization of parking, where possible
• Diagonal parking on the north, where existing, and parallel on the south
• Two ADA parking stalls on each block and only with diagonal stalls
• Construct vertical curbs long parking tray and landscape nodes
• 9”-thick concrete pavement at rollover curb (intersection nodes)

Utilities
• Coordinate with all underground utilities, with locates to reduce conflicts with infrastructure for bioswales, curb walls, bench footings, irrigation, pedestrian and street lighting, etc.
• Upgrade and reduce conflicts with utility/traffic control boxes
• Coordinate with small cell providers to appropriately locate boxes and banner lighting
• Incorporate new storm inlet tops and other appropriate updates

This list is not inclusive of all construction practices, quantities, etc., nor is it intended to be a substitution for City Standard Specifications. The City expects that special provisions would substantially reflect the standards in the project manual issued as part of the P Street Retail Corridor Project.
Exhibit C
EXHIBIT D

BUILDING ENCROACHMENT EASEMENT AND HOLD HARMLESS AGREEMENT

Intentionally Omitted.
EXHIBIT E

REQUEST FOR NOTICE TO PROCEED

Redeveloper hereby requests the City to issue Redeveloper a Notice to Proceed with commencement of the New Building and Redeveloper Public Improvements. In support of this request, Redeveloper certifies that the below conditions precedent to such issuance under the Redevelopment Agreement have been satisfied.

1. The TIF Bond Counsel Fee and TIF Admin. Fee required by Section 101.A. have been paid as evidenced by the attached receipt of payment.

2. The Exterior Construction Drawings have been submitted to and approved by the Mayor as required by Section 301.C. and evidenced by the Mayor’s Approval of Exterior Construction Drawings dated ________________.

3. Security to guarantee construction of the New Building and Redeveloper Public Improvements have been submitted to the City and approved by the City Attorney’s office as required by Section 401.

4. The Memorandum of Redevelopment Agreement and Use Restrictions and the Façade Agreement have been recorded with the Register of Deeds as Instrument Nos. _____________ and _____________, and copies thereof have been provided to the City.

“Redeveloper”

CITY CENTRE LINCOLN, LLC, a Nebraska limited liability company

By: ______________________________
    David Newman, Manager
NOTICE TO PROCEED

You are hereby notified that you are authorized to commence construction of the Private Improvements and Redeveloper Public Improvements.

_____________________________________
Director, Department of Urban Development
EXHIBIT F

FAÇADE EASEMENT AGREEMENT

This FAÇADE EASEMENT AGREEMENT (the “Agreement”) is made this as of this ____ day of __________, 2018 by and between City Centre Lincoln, LLC, a Nebraska limited liability company (“Grantor”), and the City of Lincoln, Nebraska, a municipal corporation in the State of Nebraska (“Grantee”).

RECITALS

A. Grantor owns certain real estate located in Lincoln, Lancaster County, Nebraska, legally described as:

Lots 7-15, Block 34, Original Plat, Lincoln, Lancaster County, Nebraska, and Lots 1-17, J.G. Millers Subdivision of the North Half of Block 34, Lincoln, Lancaster County, Nebraska, together with the adjacent vacated alleys in said Block 34 (the “Property”).

B. Grantor entered into a Redevelopment Agreement, dated as of ______________, 2017 between the Grantor as Redeveloper, the Grantee as the City, as evidenced by a Memorandum of the Redevelopment Agreement and Use Restrictions, dated as of the ____ day of ______________, 2018 between the Grantor and Grantee and recorded as Instrument No. _______________ in the office of the Register of Deeds for Lancaster County, Nebraska (the “Redevelopment Agreement”) for the redevelopment and renovation of the Property.

C. Pursuant to the Redevelopment Agreement, to ameliorate the blighted and substandard conditions of the Property and to enhance the aesthetics of the mixed-use building constructed on the Property (the “New Building”), Grantor agreed to make certain improvements to the vertical exterior façade of the New Building (the “Facade”) for the benefit of the public. Under the Redevelopment Agreement Grantor is receiving tax increment financing from Grantee to make certain public improvements to the Façade.
D. This Agreement sets forth the parties’ rights and obligations with respect to the Façade.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Grantor and Grantee do now hereby agree as follows:

1. Façade. In consideration of the benefits received by Grantor under the Redevelopment Agreement, Grantor hereby agrees to subject the façade of the Property to the restrictions described herein.

2. Façade Restrictions. Grantor agrees to observe and comply with the following restrictions:

   a. Grantor shall not demolish, remove or raze the Façade during the term of this Agreement.

   b. Grantor shall not undertake, or allow to be undertaken, any material changes to the Façade, without the express written consent of Grantee. Changes to the Façade include, but are not limited to:

      (i) Any material change in the Façade, including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Façade;

      (ii) Any significant reconstruction, repair, repainting or refinishing of any Façade feature that alters its state from the existing condition.

   c. This section shall not preclude Grantor from implementing any ordinary or necessary maintenance as set forth in Section 3 below or permitted signage.

3. Façade Maintenance. Grantor shall perform all ordinary and/or necessary maintenance and repairs on the Façade to maintain its appearance and structural soundness and to prevent any deterioration of the Façade.

4. Specification of Work. In the event Grantor desires to make any material changes to the Façade, Grantor shall give Grantee copies of the plans, designs, elevations, specifications and documents relating to the change or work, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

5. Casualty Damage. In the event that the New Building or any part thereof shall be damaged by fire or other casualty, then Grantor shall use reasonable effort to reconstruct the Façade to the condition required under this Agreement. If the New Building is damaged to such an extent that Grantor determines that reconstruction of said New Building is not feasible and provides Grantee with a statement from an independent engineer to the same effect, then this Agreement shall be void and of no further force or effect with respect to said New Building.
6. **Inspection.** Grantee shall be permitted to have reasonable access to the Property to inspect the Façade for the purpose of determining conformance with this Agreement.

7. **Term.** The term of this Agreement shall be fifteen (15) years from the date of completion of the improvements to the Façade. Provided, however, this Agreement shall terminate at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

8. **Public Access.** Grantor acknowledges and agrees that the general public shall have the regular and substantial opportunity to view the Façade from the streets, sidewalks and other property near the New Building. Grantor shall have no obligation under this Agreement to allow the general public to view the interior of the New Building.

9. **Indemnification.** Grantor shall defend, indemnify and hold Grantee harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorney’s fees), resulting from actions or claims by third parties or defaults under this Agreement by Grantor arising out of the conveyance of or possession of the Façade Easement.

10. **Binding Effect.** This Agreement shall be appurtenant to and run with the property. The grant of this easement shall be binding upon the heir, executors, administrators, successors and assigns of Grantor.

[SIGNATURE PAGE FOLLOWS]
This Façade Easement Agreement is effective as of the date first stated above.

“Grantor”

CITY CENTRE LINCOLN, LLC, a Nebraska limited liability company

By: ___________________________________
    David Newman, Manager

STATE OF ______________ )
    ) ss.
COUNTY OF ___________ )

The foregoing instrument was acknowledged before me this _____ day of ____________, 2018, by David Newman, Manager of City Centre Lincoln, LLC, a Nebraska limited liability company, on behalf of the company.

_______________________________
Notary Public
“Grantee”

THE CITY OF LINCOLN, Nebraska, a municipal corporation

Attest: ________________________________  By: ________________________________
City Clerk                             Chris Beutler, Mayor

STATE OF NEBRASKA  )
                   ) ss.
COUNTY OF LANCASTER  )

    The foregoing instrument was acknowledged before me this ____ day of
_____________________, 2018, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a
municipal corporation.

______________________________________
Notary Public
EXHIBIT G

REDEVELOPER BIDDING PROCEDURES

Redeveloper may conduct its own bidding for TIF funded improvements in lieu of using the City’s Purchasing Division of the Finance Department provided that the following procedures are followed:

GENERAL REQUIREMENTS

1. Any and all bid specifications need to be presented to the City at the time when the Notice to Bidders is published. They can be delivered to the Director of Urban Development.

2. The Notice to Bidders shall be published at least once per week for two consecutive weeks in a newspaper of general daily circulation in the City. Redeveloper shall be required to provide proof that proper publication of the Invitation for Bids has been completed prior to opening the bids. An Affidavit of Publication from the Journal Star would be deemed acceptable.

3. The Notice to Bidders itself must meet the following requirements:
   A. Be open to all potential bidders;
   B. State the date when sealed bids must be received and the location where the bids are to be delivered;
   C. State that the bids will be publicly opened and read in the presence of all bidders who attend the opening;
   D. State where plans and specifications may be examined; and
   E. Inform bidders that the redeveloper has the right to reject all bids.

4. A City representative shall be present when the bids are opened by the Redeveloper or its representative.

EXCEPTIONS TO FORMAL BIDDING

1. Single purchases of materials, parts, supplies, and equipment with an estimated cost of less than $3,000 may be purchased directly by the Redeveloper, provided that at least three informal bids shall be obtained and recorded with the Urban Development Department.

2. Executive Order Construction Contracts approved by the Mayor and specifically authorizing without formal sealed bids the construction of street paving, water mains, sanitary sewers, and storm sewers by Redeveloper or its contractor when the payment of reimbursement or subsidies for such construction does not exceed $100,000.
3. Competitive bidding shall not be required in contracting for professional services (e.g., architects, engineers, etc.)

4. Contracts for Façade Enhancements, which include reasonable and appropriate design, improvement, and construction costs that are unique and not-competitive or otherwise required to transition, coordinate and integrate with Façade Enhancements with or into the New Building. Prior to entering into contracts for such Façade Enhancements, Redeveloper shall submit architect, engineer or other professional designer or contractor’s estimates for the cost of the Façade Enhancements. The City shall approve or reject said cost estimates within fourteen (14) days of receipt of the same.

5. The bid must be awarded to the lowest responsible bidder. Any claim by the developer that the lowest bidder is not the lowest responsible bidder must be submitted with evidence to support said claim to the City in writing no later than five days following the public opening of the bids. The City, acting through the Mayor, shall review said request and either approve or deny said request within ten days of receiving said request. In considering the developer’s request, the Mayor shall consider the factors listed in Lincoln Municipal Code Section 2.18.030(j). Denial of developer’s request shall result in the lowest bidder being declared the lowest responsible bidder. Approval of the developer’s request shall result in the bidder shown to be the lowest responsible bidder being selected. Redeveloper shall be specifically prohibited from awarding the contract to a bidder of its choosing subject to limiting the amount of reimbursement to the amount submitted by the lowest responsible bidder. Copies of all bids submitted pursuant to each Notice to Bidders shall be provided to the City Urban Development Department prior to the redeveloper awarding a contract based on said bids.

**PURCHASING AGENT APPOINTMENT**

If the Redeveloper is responsible for installing/constructing any Streetscape Improvements under the Redevelopment Agreement, the Redeveloper is deemed to be the City’s Prime Contractor. As the City’s Prime Contractor, the Redeveloper will be issued a Purchasing Agent Appointment (and Delegation of Authority for Sales and Use Tax), Form 17, signed by the Purchasing Agent or other authorized representative of the City. The Purchasing Agent Appointment shall be used by the Redeveloper to purchase building materials that will be annexed into the Streetscape Improvements. The Purchasing Agent Appointment does not apply to (1) the purchase of tools, supplies, or any items that will not be annexed into the Streetscape Improvements, including but not limited to form lumber, scaffolding, etc.; (2) the purchase or rental of machinery, equipment, or tools owned or leased by the Redeveloper or its Subcontractors and used in installing/constructing the Streetscape Improvements; or (3) the purchase of building materials to be used for the installation/construction of (i) City water mains and appurtenances thereto, and (ii) Lincoln Electric System facilities. Purchases qualifying as aforesaid shall be considered as being made by the City.
The Redeveloper may delegate its authority as Prime Contractor to Redeveloper’s Subcontractor by completing and signing a copy of the original Purchasing Agent Appointment for each subcontractor as provided in the Form 17 Instructions. Each Subcontractor is hereby given the authority to reproduce copies of the Redeveloper’s copy of said Purchasing Agent Appointment provided to the Subcontractor by the Redeveloper and to furnish the same to the Subcontractor's subcontractor(s), and the Subcontractor’s subcontractor(s) shall complete and sign the same for its purchases in the same manner as above set forth for the Redeveloper and Subcontractor. The Redeveloper or its Subcontractor will provide a Nebraska Resale or Exempt Sale Certificate with Section C, Part 2 completed to supplier when purchasing building materials to be annexed into the Streetscape Improvements. The City shall be obligated to the vendor for the purchase price, but the Redeveloper or Subcontractor, as the case may be, shall handle all payments therefore on behalf of the City. The vendor shall agree to make demand or claim for payment of the purchase price from the City by submitting an invoice to the Redeveloper or Subcontractor. Title to all materials and supplies so qualifying shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Redeveloper or Subcontractor shall not acquire title to any building materials annexed into the Streetscape Improvements. All invoices shall bear the Redeveloper’s or Subcontractor's name as agent for the City.
EXHIBIT H

SUMMARY OF EXECUTIVE ORDER AUTHORITY FOR PRIVATE CONSTRUCTION OF PUBLIC FACILITIES

1) Sample Documents
   a. Construction Phase Services Scope of Services for Executive Order Projects

2) Documents to be Incorporated by Reference
   a. Sampling Guide
   b. Requirements for Consulting Engineers Preparing Executive Order Plan for Public Facilities
   c. General Conditions Applying to Private Construction of Public Facilities

3) Guiding Principles, Procedures, Expectations, and Other Helps
   a. EO Design Review Process
   b. Expectations 4 Column Chart
   c. Expectations Narrative
   d. Project Package Checklist
   e. EO Procedure for Private Construction Agreements
   f. Inspection Request Form for New Construction
   g. Water Main Construction Checklist
EXHIBIT I

CERTIFICATE OF COMPLETION OF IMPROVEMENTS

Return the Original to:

________________________________________
________________________________________
________________________________________
________________________________________

CERTIFICATE OF COMPLETION OF IMPROVEMENTS

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned Redeveloper certifies, represents and warrants to the City of Lincoln, Nebraska, ("City") the conclusive determination and certification with regard to the following real property situated in the City of Lincoln, Lancaster County, Nebraska, to wit:

Lots 7-15, Block 34, Original Plat, Lincoln, Lancaster County, Nebraska, and Lots 1-17, J.G. Millers Subdivision of the North Half of Block 34, Lincoln, Lancaster County, Nebraska, together with the adjacent vacated alleys in said Block 34,

that the New Building required to be constructed by the undersigned “Redeveloper” upon the above described property has been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated as of the _____ day of ________________, 2018, between the City and the Redeveloper, as evidenced by a Memorandum of the Redevelopment Agreement and Use Restrictions, dated as of the _____ day of ________________, 2018 between the City and Redeveloper and recorded as Instrument No. _______________ in the office of the Register of Deeds for Lancaster County, Nebraska.

Executed by Redeveloper this _____ day of ________________, 2018.

“Redeveloper”

CITY CENTRE LINCOLN, LLC, a Nebraska limited liability company

By: ________________________________
    David Newman, Manager
STATE OF ______________ )
COUNTY OF ___________

The foregoing instrument was acknowledged before me this ____ day of
__________, 2018, by David Newman, Manager of City Centre Lincoln, LLC, a Nebraska
limited liability company, on behalf of the company.

____________________________
Notary Public

ACCEPTED by the City of Lincoln, Nebraska, this ____ day of ______________, 2018.

ATTEST: CITY OF LINCOLN, NEBRASKA
a municipal corporation

____________________________
City Clerk

____________________________
Chris Beutler, Mayor

STATE OF NEBRASKA )
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this ____ day of
__________, 2018, by Chris Beutler, Mayor of the City of Lincoln.

____________________________
Notary Public
EXHIBIT J

PENAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ___________________________, ________________________, as Principal, and ____________________________________________, a corporation organized under the laws of the State of __________ and authorized to transact business in the State of Nebraska, as Surety, are held and firmly bound unto the City of Lincoln, Nebraska, as Obligee, for the use of all persons entitled thereto, under Neb. Rev. Stat. § 18-2151, in the penal sum of ____________________________________ Dollars ($_________00), lawful money of the United States of America and to the faithful payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators or, assigns, firmly by this presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That,

WHEREAS, Principal has entered into the City of Lincoln Redevelopment Agreement (City Centre Project), dated ______________, 2018 (an original of which is on file in the Office of the City Clerk of the City of Lincoln, Nebraska) which provided in part for the building and construction of a New Building as defined in said Redevelopment Agreement to be funded in part by tax increment financing pursuant to the Nebraska Community Development Law, upon the condition that Principal at all times promptly make payment of all amounts lawfully due to all persons supplying or furnishing the Principal, its contractor and/or subcontractors with labor or materials used in the prosecution of the New Building provided for in the Redevelopment Agreement.

NOW, THEREFORE, if Principal shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal, its contractor and/or subcontractors with labor or materials in the prosecution of the New Building as require the execution of this Penal Bond, then this obligation shall become void, otherwise to remain in full force and effect. In the event Principal shall be declared by the Obligee to be in default under the above obligation, Surety shall promptly indemnify and save harmless the Obligee to the extent any payment in connection with the carrying out of the prosecution of the New Building provided for in the Redevelopment Agreement which Obligee may be required to make under the law, provided that the aggregate liability of Surety of any default(s) hereunder by the Principal shall in no event exceed the penal sum of this Bond.

All persons who have supplied or furnished the Principal, its Contractors and/or Subcontractors with labor or materials in the prosecution of the New Building provided for in the Redevelopment Agreement shall have the direct right of action under this bond subject to the Obligee’s priority.

[SIGNATURE PAGE FOLLOWS]
Signed and dated this ___ day of _________________, 2018.

“Redeveloper”

CITY CENTRE LINCOLN, LLC, a Nebraska limited liability company

By: __________________________________
    David Newman, Manager

STATE OF ____________ )
                          ) ss.
COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ____ day of __________, 2018, by David Newman, Manager of City Centre Lincoln, LLC, a Nebraska limited liability company, on behalf of the company.

_______________________________________
Notary Public
EXHIBIT K

DISBURSEMENT AGREEMENT

This Disbursement Agreement is entered into between the City of Lincoln, Nebraska, a municipal corporation (City) and ____________________________, ______________________ (Redeveloper).

City and Redeveloper have entered into a Redevelopment Agreement for the City Centre Project (Project). The Redevelopment Agreement provides for City support for the Project through grants to Redeveloper, funded through the issuance of a TIF Bond. The TIF Bond is to be repaid with tax increment revenue generated by the Ad Valorem Tax Provision, all in accordance with the terms of the Redevelopment Agreement and the Nebraska Community Development Law.

The Redevelopment Agreement requires the Redeveloper to construct a certain New Building and to provide evidence of a penal bond or surety from the Redeveloper to insure that Redeveloper or its contractor at all times making payment of all amounts lawfully due to all persons supplying or furnishing Redeveloper, Redeveloper’s contractor, or his or her subcontractors with labor or material, performed or used in prosecution of the New Building and Redeveloper Public Improvements. The Redevelopment Agreement as an alternative authorizes the City and Redeveloper to enter into this Disbursement Agreement in lieu of Redeveloper providing the Penal Bond or Surety Bond.

In consideration of the foregoing recitals which are made a part of this Agreement and the mutual covenants of this Agreement, the parties agree as follows:

1. **Terms, definitions.** Capitalized terms used in this Agreement shall have the same definitions as contained in the Redevelopment Agreement, unless specifically defined otherwise.

2. **Guarantee of Performance and Payment.** Redeveloper guarantees payment of all amounts lawfully due to each person, as defined in Neb. Rev. Stat. §49-801 that performed labor or furnished materials, equipment or supplies used in the prosecution of the New Building and Redeveloper Public Improvements.

3. **Construction Loan.** Redeveloper shall, prior to commencement of the New Building and Redeveloper Public Improvements, provide evidence satisfactory to the City Attorney that the construction financing or title insurance for such work provides for construction draws only upon demonstration of work completed as being in accordance with the approved plans pursuant to the Redevelopment Agreement and that all persons having performed labor or furnished materials, equipment or supplies for such category of improvement have been paid and given lien waivers in exchange for payment.

4. **City Discretion.** The parties acknowledge that this Agreement is entered into in lieu of City requiring a penal bond or surety bond by the Redeveloper on the Project. The City’s decision as to whether a category of improvement has been completed in accordance with
the approved plans shall be final up to completion of all work required under the
Redevelopment Agreement.

Dated: ________________________, 2018.

REDEVELOPER:

CITY CENTRE LINCOLN, LLC, a Nebraska
limited liability company

By: __________________________________
    David Newman, Manager

CITY OF LINCOLN, NEBRASKA
a municipal corporation

By: __________________________________
    Chris Beutler, Mayor of Lincoln
MEMORANDUM OF REDEVELOPMENT AGREEMENT
AND USE RESTRICTIONS

This Memorandum of Redevelopment Agreement and Use Restrictions (“Memorandum”) is made as of this ___ day of ____________, 2018 by and between the City of Lincoln, Nebraska, a municipal corporation (“City”), and City Centre Lincoln, LLC, a Nebraska limited liability company (“Redeveloper”).

1. Redevelopment Agreement. The City and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the City in the Redevelopment Area and the New Building to be constructed on the real property owned by Redeveloper and legally described as:

   Lots 7-15, Block 34, Original Plat, Lincoln, and Lots 1-17, J.G. Millers Subdivision of the North Half of said Block 34, Original Plat, Lincoln, together with the adjacent vacated alleys in said Block 34, Original Plat, Lincoln, Lancaster County, Nebraska (the “Redeveloper Property”).

2. Tax Increment Financing. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the City of the New Building to be constructed by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date as defined in the Redevelopment Agreement. The Tax Increment so captured by the City shall be used to make the public improvements as described in the Redevelopment Agreement.

3. Use Restrictions. Redevelopment agrees that during the Tax Increment Period no portion of the Redeveloper Property shall be used for any of the following uses:
(a) any outdoor off premises advertising specifically including billboards, signboards and related structures and appurtenances, except temporary signs advertising such lot is for sale or lease by the owner thereof;

(b) any business whose predominant operation is the retail sale of alcoholic beverages for consumption on and off the premises (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises); except that up to 50% of the overall retail space contained in the New Building may be used for restaurants wherein the gross sales of alcoholic beverages exceed 50% of gross retail sales, provided such restaurants have a licensed kitchen and offer a full menu during the hours of 5:00 p.m. to 8:00 p.m. or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations (does not include micro-breweries, wine bars, pharmacies, or grocery stores);

(c) any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations (does not include pharmacies, cigar bars, or grocery stores);

(d) any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;

(e) any ground floor use by a business for which a majority of its ground floor area displays adult-oriented products;

(f) any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off site pari-mutuel wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law;

(g) the first floor of the New Building shall be used for retail use and more than fifty percent (50%) of such retail floor space will have users whose minimum normal hours of operation, six days a week, are from 11:00 a.m. to 8:00 p.m.;

(h) any freestanding cell towers, excluding a cell antenna on top of the New Building located on the Project Site.

[SIGNATURE PAGES TO FOLLOW]
Executed by the City this _____ day of __________________, 2018.

“City”

ATTEST: CITY OF LINCOLN, NEBRASKA
              a municipal corporation

______________________________________________ ______________________________________
City Clerk     Chris Beutler, Mayor

STATE OF NEBRASKA )
) ss.
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this _____ day of
__________, 2018, by Chris Beutler, Mayor of the City of Lincoln.

______________________________________________
Notary Public
Executed by Redeveloper this ____ day of ________________, 2018.

"Redeveloper"

CITY CENTRE LINCOLN, LLC, a Nebraska limited liability company

By: __________________________________
    David Newman, Manager

STATE OF ____________) )
COUNTY OF ____________ ) ss.

The foregoing instrument was acknowledged before me this ____ day of ____________, 2018, by David Newman, Manager of City Centre Lincoln, LLC, a Nebraska limited liability company, on behalf of the company.

______________________________
Notary Public
EXHIBIT M

SKYWALK BRIDGE EASEMENT

Return the Original to:

City Attorney’s Office
Attention: Tim Sieh
555 South 10th Street
Lincoln, NE 68508

SKYWALK BRIDGE EASEMENT

That the CITY OF LINCOLN, NEBRASKA, a municipal corporation, herein called “City”, record owner of the real property hereinafter described, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, duly paid, the receipt whereof is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by Redeveloper as hereinafter set out and expressed, does hereby GRANT, REMISE and RELINQUISH unto CITY CENTRE LINCOLN, LLC, a Nebraska limited liability company, and its successors and assigns, (collectively “Redeveloper”), the RIGHT, PRIVILEGE and NONEXCLUSIVE PERPETUAL SKYWALK BRIDGE EASEMENT to permit the design, construction, reconstruction, inspection, support, footings, connection, operation, maintenance, repair and replacement of a private skywalk bridge connecting the Redeveloper’s New Building located in Lincoln, Lancaster County, Nebraska (“New Building Property”) and the Market Square Garage (the “Garage”) located in Lincoln, Lancaster County, Nebraska, and to permit pedestrian ingress and egress from the New Building over and through the Garage and to permit the construction, maintain, repair and replace said skywalk bridge (collectively “Easement”).

The “Easement Premises” includes the width and length location for said skywalk bridge and the area necessary (including the area for footings and support columns) to construct, maintain, repair and replace said skywalk bridge between the New Building and the Garage (“Skywalk Bridge Permanent Easement Area”) as shown on Attachment A.

Said Easement shall run with the land, New Building Property and the Garage for the benefit the New Building Property.

TO HAVE AND TO HOLD UNTO THE REDEVELOPER, its successors and assigns, so long as the Garage is used as a parking garage and so long as the private skywalk bridge shall be in existence, subject to early termination as provided below, together with the right of ingress and egress, for the purpose of designing constructing, reconstructing, inspecting, supporting, connecting, operating, maintaining, repairing and replacing the skywalk bridge and
This Easement shall be subject to the following terms and conditions:

(1) Prior to commencement of construction, reconstruction or repair of the skywalk bridge, Redeveloper shall submit for the City’s review and approval, architectural and engineering plans for the construction, reconstruction or repair of the skywalk bridge.

(2) Redeveloper shall cause the skywalk bridge to be constructed, reconstructed or repaired in substantial conformance with the skywalk bridge construction plans as approved by the City.

(3) Responsibility for the cost of the private skywalk bridge and corridors within the New Building shall rest with the Redeveloper and no responsibility thereof shall accrue to the City by reason of the Redeveloper’s benefits from this Easement. The services to be provided by the Redeveloper shall include, but not be limited to, the design, construction, reconstruction, inspection, support, connection, operation, maintenance, repair and replacement of a private skywalk bridge connecting the New Building and the Garage.

(4) Redeveloper shall indemnify, defend and save harmless the City or its representatives from all claims, demands, suits, actions, payments, liability, and judgments, including reasonable attorney’s fees arising out of the activities of Redeveloper or of Redeveloper’s contractors or their agents, employees or invitees, in constructing, maintaining, operating, repairing or reconstructing the skywalk bridge, or the negligent or wrongful use of the Easement by Redeveloper or Redeveloper’s employees, invitees or agents. In this connection Redeveloper shall maintain during the life of this Easement, Commercial General Liability Insurance, naming and protecting Redeveloper and the City against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from work under this Easement whether such work be by Redeveloper or by any contractor, or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be a combined single limit of $2,000,000 and $5,000,000 aggregate.

i. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto including contractual liability; and

ii. The property damage coverage shall include a Broad Form Property Damage Endorsement and shall include the following extensions of coverage: Contractual Liability, Products Liability and/or Completed Operation.
The coverage required herein shall be subject to review and the minimum coverage amounts may be increased at any time by the City after a public hearing. At all times the Redeveloper shall keep on file with the City Clerk for the City a current certificate of insurance signed by a qualified agent of an insurance company licensed to do business in the State of Nebraska and approved by the City Attorney for the City for conformance with this section evidencing the existence of valid and effective policies of insurance naming the City as an additional insured for the coverage required herein, the limits of each policy, the policy number, the name of the insurer, the effective date and expiration date of each policy, the deductibles or self-insurance retainers of each policy, and a copy of an endorsement placed on each policy requiring thirty (30) days’ notice by mail to the City Clerk before the insurer may cancel the policy for any reason, and upon request of the City Clerk or the City Attorney, a copy of any endorsements placed on such policies or the declaration page of such policies.

(5) This Easement shall be permanent and shall be appurtenant to and run with the New Building. The City shall have the right to approve the location of the access corridor through the Garage.

(6) Upon completion of construction of the skywalk bridge the Redeveloper shall be responsible for managing, maintaining, operating, repairing, and cleaning the skywalk bridge, the same to be done in a good and workmanlike manner.

(7) This Easement shall not be released, terminated, revoked, amended, or modified, in any manner, without the express written consent of the City of Lincoln and the Redeveloper. Any purported release, termination, revocation, amendment, or modification of this Easement without such written consent shall be null and void and of no force or effect.

(8) Notwithstanding any contrary provision herein, the City shall reserve all its rights to acquire by voluntary negotiation, and, if necessary, by the exercise of the power of eminent domain and payment of just compensation for the skywalk bridge and terminate this Easement for public purposes after the adoption by it of a resolution or ordinance declaring that the acquisition of skywalk bridge and terminate this Easement is necessary for such purposes.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

[SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, we have hereunto set our hands as of this ____ day of __________, 2018.

“CITY”

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: _________________________________
    Chris Beutler, Mayor

STATE OF NEBRASKA )
) ss.
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this ___ day of __________, 2018, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the corporation.

_________________________________
Notary Public
Executed by Redeveloper this ____ day of __________________, 2018.

“Redeveloper”

CITY CENTRE LINCOLN, LLC, a Nebraska limited liability company

By: _________________________________
   David Newman, Manager

STATE OF _____________ )
   ) ss.
COUNTY OF _____________ )

The foregoing instrument was acknowledged before me this ____ day of _____________, 2018, by David Newman, Manager of City Centre Lincoln, LLC, a Nebraska limited liability company, on behalf of the company.

_________________________________
Notary Public
Attachment A

Skywalk Bridge Permanent Easement Area