

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT  
(48th & Leighton Phase I)**

This First Amendment to Redevelopment Agreement (48th & Leighton Phase I) is entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation (hereinafter referred to as “City”) and 48TH & LEIGHTON I, LLC, a Nebraska limited liability company (hereinafter referred to as “Redeveloper”).

**RECITALS**

A. City and Redeveloper previously entered into that Redevelopment Agreement dated November 10, 2016 (the “Redevelopment Agreement”), in which Redeveloper agreed to undertake a redevelopment project in the Project Site, as described in the Redevelopment Agreement.

B. Pursuant to the Nebraska Community Development Law, the 48<sup>th</sup> & Leighton Phase I Project will achieve multiple objectives of the University Place Redevelopment Plan to remove blighted conditions and help revitalize and stabilize the Redevelopment Area. This Redevelopment Area is in a Qualified Census Tract for “LMI” (Low and Moderate Income) populations and it is anticipated that the Project will attract new residents and businesses.

C. Redeveloper has determined it to be in the best interest of the Project to make the following modifications to the design of the New Buildings, as defined in the Redevelopment Agreement: (1) increase the number of residential units from approximately 184 units to approximately 234 units, in part, by increasing the height of the North Building from four (4) to five (5) stories; (2) to decrease the retail square footage from approximately 28,000 square feet to approximately 14,750 square feet; and (3) to modify the proposed design so that two-story townhomes are located along the west-facing first floor of the New Buildings (collectively, the “Design Modifications”).

D. As a result of the Design Modifications, the available TIF Indebtedness will increase approximately Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00) from Four Million Three Hundred Fifty Thousand and No/100 Dollars (\$4,350,000.00) to Five Million and No/100 Dollars (\$5,000,000.00).

E. Subsequent to the execution of the Redevelopment Agreement, the Redeveloper has adjusted the demolition and construction schedule and desires to amend the Effective Date to better achieve the purposes of the Redevelopment Agreement.

F. The parties desire to amend the Redevelopment Agreement to reflect the revisions in the recitals above and to further clarify the completion of certain obligations set forth in the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the above Recitals which are hereby made a part of this First Amendment to Redevelopment Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recital C. Design.** Subsections (3) and (4) of Recital C shall be deleted and replaced with the following language:

“(3) Design and construction of a five story building (“South Building”) consisting of retail uses located on the east frontage of the first floor and residential units located on the west frontage of the first floor and the entirety of the second through fifth floors.

(4) Design and construction of a five story building (“North Building”) consisting of retail uses located on the east frontage of the first floor and residential units located on the east frontage and south frontage of the first floor and the entirety of the second through fifth floors. The South Building and the North Building may be collectively referred to herein as “New Buildings”, and combined they shall contain approximately 14,750 square feet of retail space and 234 dwelling units.”

2. **Section 201(A)(i). Project Site Acquisition Assistance.** Section 201(A)(i) is hereby deleted and replaced with the following language:

“The City agrees to assist in Redeveloper’s acquisition of the Project Site by providing a grant from TIF Bond Proceeds (defined below) to the Redeveloper in the amount of Two Million Nine Hundred Eleven Thousand Five Hundred and No/100 Dollars (\$2,911,500.00) to reimburse the Redeveloper for its cost to acquire the Project Site as provided in Section 503(A) below.”

3. **Section 304. Commencement and Completion Deadline for New Buildings.** Section 304 is hereby deleted and replaced with the following language:

“The Redeveloper shall commence Site Preparation for the New Buildings on the Project Site within ninety (90) days following acquisition of the Project Site and shall use its best efforts to substantially complete the New Buildings on or before December 31, 2019.”

4. **Section 502(A). Issuance of TIF Bond Indebtedness.** Section 502(A) is hereby deleted and replaced with the following language:

“The City shall issue TIF Bond Indebtedness in the aggregate principal sum not to exceed Five Million and No/100 Dollars (\$5,000,000.00) to be purchased by the Redeveloper or its Lender (“**TIF Bond Purchaser**”) and receive TIF Bond Proceeds from TIF Bond Purchaser to be deposited into a City fund account (the “**TIF Bond Project Account**”) for payment of the TIF Bond Priority Expenses set forth in Section 503A below.”

5. **Section 503(A). Use of TIF Bond Proceeds.** The second and third subparagraphs of Section 503(A) shall be deleted and replaced with the following language:

“SECOND PRIORITY EXPENSE: Payment of grant or grants in the amount of \$2,911,500.00 to reimburse Redeveloper for a portion of the costs of Site Acquisition.

THIRD PRIORITY EXPENSE: Payment of a grant or grants in the amount of \$1,325,000.00 for some or all of the costs of Site Preparation.”

6. **Section 913. Effective Date of Ad Valorem Tax Provision.** The first sentence of Section 913 shall be deleted and replaced with the following language:

“At the request of the Redeveloper, the Effective Date of the Ad Valorem Tax Provision shall be January 1 of the year of Substantial Completion of the New Buildings, currently projected to be January 1, 2019.”

7. **Exhibit “C”. Sources and Uses.** Exhibit “C” shall be deleted and replaced with the Sources and Uses attached and incorporated herein as Exhibit “C”.

8. **Reconfirm all other Terms.** All provisions of the Redevelopment Agreement not expressly amended herein shall remain in full force and effect.

**[Signature and notary page follows]**

This First Amendment to Redevelopment Agreement is dated as of the date first written above.

**“CITY”**

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

ATTEST:

By: \_\_\_\_\_  
City Clerk

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 and Teresa J. Meier, Mayor and City Clerk, respectively, of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

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

**“REDEVELOPER”**

48TH & LEIGHTON I, LLC, a  
Nebraska limited liability  
company

By: \_\_\_\_\_  
Chris Erickson, Manager

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF \_\_\_\_\_    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Chris Erickson, Manager, of 48th & Leighton I, LLC, a Nebraska limited liability company, on behalf of the company.

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

**EXHIBIT “C”**

**Sources and Uses  
48th & Leighton Phase I Redevelopment Project**

<b>TIF SOURCES</b>			
Base Value			\$1,962,590
Estimated New Assessed Value			\$26,650,000
Increment Value			\$24,687,410
Annual TIF Generated (Estimated)			\$500,000
<b>Total Available TIF = Annual TIF Generated * 14 Years at 4.5%</b>			<b>\$5,000,000</b>
<b>TIF USES</b>			
	TIF Cost	Redeveloper Cost	Total Cost
1. a. Cost of Issuance	\$17,500	\$0	\$17,500
b. City Administrative Fee	\$50,000	\$0	\$50,000
2. Site Acquisition	\$2,911,500	\$1,138,500	\$4,050,000
3. Site Preparation (demolition, grading, environmental remediation, utility relocation/burial)	\$1,325,000	\$775,000	\$2,100,000
4. Streetscape/Landscape	\$60,000	\$40,000	\$100,000
5. Façade Enhancements	\$186,000	\$314,000	\$500,000
6. Capitalized Interest	\$450,000	\$0	\$450,000
<b>TOTAL</b>	<b>\$5,000,000</b>	<b>\$2,267,500</b>	<b>\$7,267,500</b>
<b>Total TIF Uses</b>			<b>\$5,000,000</b>
<b>Total Project Cost</b>			<b>\$35,000,000</b>