

# **Agenda Packet**

## **COMMUNITY DEVELOPMENT AGENCY**

Monday, August 2, 2021  
5:15 p.m.

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Notice of Meeting  
Community Development Agency

The Community Development Agency will meet on Monday, August 2, 2021 at 5:15 p.m. at the City Council Chambers, 309 N. 5th St., Norfolk, Nebraska.

The Agency reserves the right to adjourn into closed session as per Section 84-1410 of the Nebraska Revised Statutes.

An agenda for such meeting, kept continuously current, is available at the office of the City Administrator, City of Norfolk, 309 N 5th St, Norfolk, Nebraska, during normal business hours.

Brianna Duerst  
Norfolk City Clerk &  
CDA Secretary

Publish (July 28, 2021)  
1 P.O.P.

# COMMUNITY DEVELOPMENT AGENCY

## AGENDA

August 02, 2021

### Call to Order

1. Call meeting to order
2. Inform the public about the location of the Open Meeting Act posted in the City Council Chambers and accessible to members of the public.
3. Roll Call

### Action Items/Discussion Items

- |   |                           |
|---|---------------------------|
| 4. Approve Agenda   | <b>Motion</b>             |
| 5. Approve the minutes of the July 19, 2021 Agency meeting.   | <b>Motion</b>             |
| 6. Consideration of Resolution 2021-10 approving the Redevelopment Contract with Innate Development, LLC for Phase III of the Legacy Bend Redevelopment Project.  | <b>Resolution 2021-10</b> |
| 7. Consideration of Resolution No. 2010-11 authorizing issuance of a tax increment revenue bond of up to \$143,290 for the Ballantyne Buildings Redevelopment Project.                                  | <b>Resolution 2010-11</b> |
| 8. Consideration of Resolution No. 2021-12 to revise the Notice to Divide Tax approved by Resolution No. 2021-6 to clarify that it is for Phase 2 of the Nor-Park Development, LLC Housing Development. | <b>Resolution 2021-12</b> |

STAFF MEMORANDUM  
COMMUNITY DEVELOPMENT AGENCY

August 02, 2021

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2. Inform the public about the location of the Open Meeting Act posted in the City Council Chambers and accessible to members of the public.
3. Roll Call

Action Items/Discussion Items

- |   |               |
|---|---------------|
| 4. Approve Agenda   | <b>Motion</b> |
| 5. Approve the minutes of the July 19, 2021 Agency meeting. | <b>Motion</b> |

See Enclosure 5.

- |  |                           |
|--|---------------------------|
| 6. Consideration of Resolution 2021-10 approving the Redevelopment Contract with Innate Development, LLC for Phase III of the Legacy Bend Redevelopment Project. | <b>Resolution 2021-10</b> |
|--|---------------------------|

On July 19, 2021 the City Council approved the Amendment to the Redevelopment Plan for the Legacy Bend Redevelopment Area (Phase III of the Legacy Bend Redevelopment Project). Resolution No. 2010-10 approves the Redevelopment Contract with Innate Development, LLC to implement the Phase III Plan Amendment.

Phase III will consist of approximately 64 multifamily dwelling and townhome units. Total cost of developing Phase III is almost \$7.6 million. The contract provides for up to \$1,736,058 of tax increment financing.

See Enclosure 6.

- |  |                           |
|--|---------------------------|
| 7. Consideration of Resolution No. 2010-11 authorizing issuance of a tax increment revenue bond of up to \$143,290 for the Ballantyne Buildings Redevelopment Project. | <b>Resolution 2010-11</b> |
|--|---------------------------|

On December 18, 2017 the Agency entered into a Redevelopment Agreement providing for issuance of up to \$143,290 of tax increment financing (TIF) for the Ballantyne Buildings Redevelopment Project. Resolution No. 2010-11

authorizes the issuance of this TIF bond. This bond is payable only from incremental taxes on the Project and is not a general obligation of the Agency or the City.

See Enclosure 7.

8. Consideration of Resolution No. 2021-12 to revise the Notice to Divide Tax approved by Resolution No. 2021-6 to clarify that it is for Phase 2 of the Nor-Park Development, LLC Housing Development. **Resolution 2021-12**

The Notice to Divide Tax approved by Resolution No. 2021-6 at the July 19, 2021 Agency meeting did not specify that it was for Phase 2 of the Nor-Park Development, LLC Housing Development. The Agency Treasurer filed a revised Notice to Divide Tax with the Madison County Assessor on July 26, 2021 specifying Phase 2. Resolution No. 2021-12 ratifies filing of the revised Notice to Divide Tax.

Resolution No. 2021-6 also approved the Second Amendment to the Redevelopment Agreement with Nor-Park Development, LLC incorporating Phase 2 into the project. Exhibit 1 to the Second Amendment was the Notice to Divide Tax. Resolution No. 2021-12 replaces this Exhibit 1 with the revised Notice to Divide Tax.

See Enclosure 8.

## COMMUNITY DEVELOPMENT AGENCY

The Community Development Agency of the City of Norfolk, Nebraska, met in the Council Chambers Conference Room, 309 North 5th Street, Norfolk, Nebraska, on Monday, July 19, 2021 beginning at 5:15 p.m.

Chairman Moenning called the meeting to order.

Roll call found the following Agency members present: Shane Clausen, Corey Granquist, Gary L. Jackson, Frank Arens, Rob Merrill, Thad Murren, Kory Hildebrand, Fred Wiebelhaus and Josh Moenning. Absent: None.

City staff members present were City Administrator Andy Colvin, City Clerk Brianna Duerst, Finance Officer Randy Gates, Public Works Director Steve Rames, City Planner Val Grimes and Economic Developer Candace Alder.

Notice of the meeting was given in advance by publication in the Norfolk Daily News, and the notice of the meeting was given to the Chairman and all members of the Agency prior to the meeting.

The Chairman presided and the Secretary recorded the proceedings.

The Chairman informed the public about the location of the current copy of the Open Meetings Act posted in the meeting room and accessible to members of the public.

### Agenda

Merrill moved, seconded by Granquist, to approve the agenda as printed. Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Merrill, Murren, Hildebrand, Wiebelhaus and Moenning. Nays: None. Absent: None. Motion carried.

### Minutes

(July 6, 2021)

Wiebelhaus moved, seconded by Murren to approve the minutes of the July 6, 2021 Agency meeting as printed. Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Merrill, Murren, Hildebrand, Wiebelhaus and Moenning. Nays: None. Absent: None. Motion carried.

### Resolution No. 2021-4

(McIntosh Family, LLC Redevelopment Contract Amendment No. 8)

Merrill moved, seconded by Granquist, to adopt Resolution No. 2021-4 approving Amendment No. 8 to the McIntosh Family, L.L.C. Redevelopment Contract incorporating Phase 2, Sub-Phase 3 to the project with an effective date of January 1, 2021 for the division of taxes on the eight lots included in this sub-phase.

Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Merrill, Murren, Hildebrand, Wiebelhaus and Moenning. Nays: None. Absent: None. Motion carried. Resolution 2021-4 was adopted.

### Resolution No. 2021-5

(Medelmans Lake Redevelopment Project – Phase I, Sub-Phase 2 Notice to Divide Tax)

Granquist moved, seconded by Murren, to adopt Resolution No.2021-5 providing for a January 1, 2021 effective date for the Medelmans Lake Redevelopment Project - Phase I, Sub-Phase 2

and authorizing the Agency Treasurer to sign the Notice to Divide Tax and forward it to the Madison County Assessor on or before August 1, 2021.

Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Merrill, Murren, Hildebrand, Wiebelhaus and Moenning. Nays: None. Absent: None. Motion carried. Resolution 2021-5 was adopted.

Resolution No. 2021-6

(Nor-Park Development, LLC, Redevelopment Agreement Second Amendment)

Wiebelhaus moved, seconded by Jackson, to adopt Resolution No. 2021-6 approving the Second Amendment to the Nor-Park Development, L.L.C. Redevelopment Agreement incorporating Phase 2 to the project with an effective date of January 1, 2021 for the division of taxes on the 15 lots included in this phase.

Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Merrill, Murren, Hildebrand, Wiebelhaus and Moenning. Nays: None. Absent: None. Motion carried. Resolution 2021-6 was adopted.

Resolution No. 2021-7

(Skyline Apartment Redevelopment Plan, Notice to Divide Tax)

Granquist moved, seconded by Murren, to adopt Resolution No. 2021-7 providing for a January 1, 2021 effective date for the Skyline Apartments Redevelopment Plan and authorizing the Agency Treasurer to forward the attached Notice to Divide Tax to the Madison County Assessor on or before August 1, 2021.

Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Merrill, Murren, Hildebrand, Wiebelhaus and Moenning. Nays: None. Absent: None. Motion carried. Resolution 2021-7 was adopted.

Resolution No. 2021-8

(Legacy Bend Redevelopment Project – Phase I, Sub-Phase 2 Notice to Divide Tax)

Granquist moved, seconded by Jackson, to adopt Resolution No. 2021-8 providing for a January 1, 2021 effective date for the Legacy Bend Redevelopment Project - Phase I, Sub-Phase 2 and authorizing the Agency Treasurer to forward the attached Notice to Divide Tax to the Madison County Assessor on or before August 1, 2021.

Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Merrill, Murren, Hildebrand, Wiebelhaus and Moenning. Nays: None. Absent: None. Motion carried. Resolution 2021-8 was adopted.

Resolution No. 2021-9

(Granville Custom Homes, Inc. Redevelopment Contract amendment)

Merrill moved, seconded by Wiebelhaus, to adopt Resolution No. 2021-9 approving Amendment to the Granville Custom Homes, Inc. Redevelopment Contract incorporating the first phase of the Arbor View Redevelopment Project with an effective date of January 1, 2021 for the division of taxes for the three lots included in this phase.

Roll call: Ayes: Clausen, Granquist, Jackson, Arens, Merrill, Murren, Hildebrand, Wiebelhaus and Moenning. Nays: None. Absent: None. Motion carried. Resolution 2021-9 was adopted.

There being no further business the Mayor adjourned the meeting at 5:21 p.m.

ATTEST:

\_\_\_\_\_  
Josh Moenning, Chairman

\_\_\_\_\_  
Brianna Duerst, Secretary

( S E A L )



RESOLUTION NO. 2021-10

**WHEREAS**, on July 19, 2021 the Mayor and City Council of the City of Norfolk approved the Amendment to the Redevelopment Plan for the Legacy Bend Redevelopment Area (Phase III of the Legacy Bend Redevelopment Project).

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Community Development Agency of the City of Norfolk, Nebraska, that the attached Redevelopment Contract by and between the Community Development Agency and Innate Development, LLC for Phase III of the Legacy Bend Redevelopment Project is hereby approved and the Chairperson and Secretary are hereby authorized to execute such Contract.

PASSED AND APPROVED this 2nd day of August 2021.

\_\_\_\_\_  
Chairperson (Mayor)

ATTEST:

\_\_\_\_\_  
Secretary (City Clerk)

( S E A L )

Approved as to form: \_\_\_\_\_  
Danielle Myers-Noelle, City Attorney

## REDEVELOPMENT CONTRACT

### (PHASE III OF THE LEGACY BEND REDEVELOPMENT PROJECT)

This Redevelopment Contract (“**Redevelopment Contract**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Community Development Agency of the City of Norfolk, Nebraska (the “**Agency**”) and Innate Development, LLC, a Nebraska limited liability company (“**Redeveloper**”). The Agency and/or Redeveloper may be referred to hereinafter as the “**Party**” or collectively as the “**Parties**”.

#### WITNESSETH:

WHEREAS, the Agency has adopted and approved a plan entitled “Redevelopment Plan for Legacy Bend Redevelopment Area of the City of Norfolk, Nebraska,” as amended and supplemented (the “**Plan**”), for the real estate described in the Plan, together with certain public rights-of-way adjacent thereto (the “**Redevelopment Project Area**”), which is located in the City of Norfolk, Nebraska (the “**City**”), and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Mayor and Council of the City; and

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Redevelopment Project Area and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Redevelopment Project Area without the assistance of tax-increment financing (“**TIF**”) provided by the Agency to Redeveloper in this Redevelopment Contract; and

WHEREAS, Redeveloper pursuant to the Plan is undertaking the phased construction of different housing types, including single-family homes, townhomes, multi-family dwelling units within the Redevelopment Project Area, all as more particularly described in the Plan (collectively, said improvements are referred to in this Redevelopment Contract as the “**Redevelopment Project**”); and

WHEREAS, the real property within the Redevelopment Project Area, other than easements for public utilities, is to be privately owned by Redeveloper; and

WHEREAS, the Agency proposes to authorize the issuance of a tax increment revenue bond (the “**Phase III Bond**”), to provide for eligible costs relating to the third phase of the Redevelopment Project, including all sub-phases related thereto (collectively, “**Phase III**”), as shall be more specifically described in a resolution to be adopted by the governing body of the Agency (the “**Resolution**”), and under the Resolution shall designate the Agency's Treasurer (being the City Treasurer of the City) to act as Paying Agent and Registrar for the Phase III Bond pursuant to the Resolution; and

WHEREAS, Phase III will occur within a portion of the Redevelopment Area, as shown on Exhibit "A", attached hereto and incorporated herein (the “**Phase III Area**”); and

WHEREAS, Phase III consist of the construction of a mix of approximately 64 multi-family dwelling units and townhome units, and associated improvements within and adjacent to the Phase III Area, as more particularly described in the Plan and Exhibit "A" and Exhibit "B", attached hereto and incorporated herein;

WHEREAS, the other phases of the Redevelopment Project (as defined and detailed in the Plan) shall be subject to separate Redevelopment Contracts between Redeveloper and the Agency;

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible improvements for Phase III and therefore is willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Phase III Bond as provided in the Resolution;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Agency and Redeveloper do hereby agree, covenant and warrant as follows:

**Section 1.     Representations, Warranties and Covenants of Redeveloper.**

Redeveloper hereby represents, covenants and warrants as follows:

- (a) Redeveloper is a Nebraska limited liability company duly organized and existing under the laws of the State of Nebraska, is not in violation of any provisions of its Certificate of Organization or Operating Agreement, is authorized to enter into and perform its obligations under this Redevelopment Contract and, to the best of the knowledge of Redeveloper, is not in violation of the laws of the State of Nebraska.
- (b) Throughout the term of this Redevelopment Contract, Redeveloper will reasonably endeavor to construct, operate and maintain Phase III in accordance with the terms of this Redevelopment Contract, or amendment(s) thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations). Throughout the term of this Redevelopment Contract and subject to the provisions of Section 19 of this Redevelopment Contract, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, Redeveloper agrees to repair and reconstruct such damaged portion or portions of the Redevelopment Project so that such reconstructed real property has a taxable value at least equal to the value as most recently determined prior to the event or events of casualty loss. Redeveloper agrees to substantially effect such repair and reconstruction whether or not insurance proceeds are sufficient or available for such purposes.
- (c) Redeveloper intends to complete Phase III on or before December 31, 2022, at an estimated cost of \$7,580,000.

- (d) In addition to Phase III, Redeveloper intends to undertake the improvements and redevelopment associated with the other phases of the Redevelopment Project.
- (e) Redeveloper has not received notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Phase III Area or the construction of Phase III thereon may be or will be in violation of any law or regulation.
- (f) Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met for Phase III to be lawfully constructed, occupied or operated.
- (g) The execution and delivery of this Redevelopment Contract, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Redevelopment Contract are not prevented or limited by and will not conflict with or result in a breach (i) of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a Party or by which it is bound; or (ii) of any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.
- (h) To the best of the knowledge of Redeveloper, Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Phase III Area.
- (i) Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to Phase III other than costs to be paid from available grant monies, if any, and Redeveloper hereby undertakes and agrees to pay any and all such cost. All costs (both public and private) of Phase III shall be paid in full and there are and shall be no construction liens unpaid against the Phase III Area or any of the improvements thereon. Redeveloper agrees to provide for the construction of both Phase III public and private improvements located within the Phase III Area as described in the Plan or as described in this Redevelopment Contract, except to the extent that the Agency or the City shall agree otherwise by separate written agreement with Redeveloper.
- (j) Redeveloper agrees and covenants for itself, its successors and assigns that as long as the Phase III Bond is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Redevelopment Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Redevelopment Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry,

disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Redevelopment Project.

- (k) Redeveloper agrees that any contractor providing services related to the Redevelopment Project will utilize the federal immigration verification system, as defined in Section 4-114, *Neb. Rev. Stat.* 2012, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
- (l) Redeveloper owns or has contracted to purchase the Phase III Area, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.
- (m) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Redevelopment Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.
- (o) Upon full execution of this Redevelopment Contract, Redeveloper shall reimburse the Agency for special counsel fees in the amount of \$5,000, payable to the Agency's special counsel, for fees incurred in relation to the Plan and this Redevelopment Contract. Upon issuance of the Phase III Bond, Redeveloper shall reimburse the Agency for special counsel fees in the amount of \$2,500, payable to the Agency's special bond counsel, for fees incurred in relation to issuance of the Phase III Bond.

## **Section 2. Incorporation of Plan; Agency to Issue Phase III Bond.**

This Redevelopment Contract hereby incorporates the Plan by this reference. The Agency and Redeveloper anticipate that Phase III will be constructed in multiple Sub-Phases (defined below), over the course of multiple years. The Parties anticipate that one bond will be issued in conjunction with Phase III. The timing of construction for Phase III, and each Sub-Phase will depend on sales and absorption rates for the lots in the Phase III Area. Each Sub-Phase of Phase III will specifically identify the specific lots within the Phase III Area that will be developed in that Sub-Phase. Each Sub-Phase will have a different "**effective date**" (as defined in the Act) for the division of ad valorem taxes along with a new increment period. The increment for each Sub-Phase will end after the applicable 15 year period or at the maturity date of the Phase III Bond, whichever occurs first. The applicable effective dates will be established by Redevelopment Contract Amendments (defined below).

In order to optimize the Tax Increment generated by the Project, each Phase may have multiple effective dates for purposes of the division of ad valorem taxes pursuant to Section 18- 2147 of the Act. Each effective date shall be directly related to the completion of the private improvements each year. Commencing on July 1<sup>st</sup> of the first year in which the improvements are being completed and annually on or before each July 1st thereafter, the Redeveloper shall notify the CDA in writing of the lot(s) to be included in the "Notice to Divide Taxes" for such year. The lot(s) identified by Redeveloper in a given year shall constitute a "**Sub-Phase**" of Phase III. Such writing shall include the legal description of the lot(s) in such Sub-Phase, the effective date for such Sub-Phase, the base year valuation for such lot(s), and such other provisions as may be deemed necessary by the Agency including usual and customary representations. The Agency shall file the Notice to Divide Taxes with the Madison County Assessor on or prior to August 1 of such year, establishing such year as the effective date for the lots identified in Redeveloper's notice.

In order to provide for payment of some of the TIF-eligible costs of Phase III set forth in the Plan and this Redevelopment Contract, as described in Exhibit "B" (the "**Eligible Costs**"), the Agency shall proceed to issue the Phase III Bond on a form approved by the Agency, in the principal amount not to exceed One Million Seven Hundred Thirty Six Thousand Fifty-Eight Dollars (\$1,736,058), at an interest rate not to exceed 3.00%, under the Resolution with such terms and conditions as the Agency reasonably determines appropriate under the circumstances to be set forth in the Resolution.

The Phase III Bond shall constitute a limited obligation of the Agency payable exclusively from the TIF Revenues generated by Phase III of the Redevelopment Project pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) years from the effective date of each Sub-Phase. Upon receipt, the Agency shall deposit the TIF Revenues, pursuant to the Resolution, and the Agency Treasurer shall disburse said TIF Revenues to the holder of the Phase III Bond to provide for reimbursement of all or a portion of the costs of the Eligible Costs, to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency. The Agency shall have no obligation to disburse TIF Revenues in excess of the aggregate sum of Eligible Costs certified to and accepted by the Agency, in the Agency's discretion.

Unless otherwise determined by the governing body of the Agency, the TIF Revenues shall be applied to the costs described above. Unless otherwise determined appropriate by the Agency, the Bond shall be issued on the basis of interest which is includable in income for both federal and Nebraska State income taxes.

### **Section 3.     Covenants With Respect to Taxation of Phase III Area.**

Redeveloper agrees with respect to Phase III as follows:

- (a)     Until the termination of this Redevelopment Contract (as described in Section 18 hereof), Phase III shall be constructed and operated for the use substantially

similar to that contemplated in the Plan and this Redevelopment Contract, and no sale or conveyance of such property shall be made to any person or entity for ownership or use which would cause the real property within the Phase III Area to be eligible for exemption from ad valorem taxes under Section 77-202 R.R.S. Neb. 2009, as now existing or hereafter amended, or any successor provision thereto, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any lot.

- (b) Redeveloper intends to create a taxable real property valuation of the Phase III Area of not less than \$7,580,000 by January 1, 2023. During the period that the Phase III Bond is outstanding, Redeveloper, its successors and assigns, including subsequent purchasers of land within the Phase III Area, will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Madison County, Nebraska, for purposes of local ad valorem real estate taxes, of: (i) \$320,000 or less after substantial completion or occupancy with respect to each individual townhome dwelling unit; and (ii) \$2,100,000 or less after substantial completion or occupancy with respect each multi-family apartment building. Individually, the aforementioned values with respect to each lot and/or dwelling unit are referred to herein as the "**Minimum Valuation**".
- (c) If, during the period of this Redevelopment Contract and after the filing of a notice to divide, a portion of the Phase III Area is assessed at less than the Minimum Valuation: (1) if Redeveloper has monetized the Phase III Bond by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such lender; and (2) in the event of a shortfall of annual incremental taxes, Redeveloper and/or the holder of the Phase III Bond agrees to defer receipt of any such shortfall. If Redeveloper and/or the holder is required to defer the receipt of any such shortfall amounts, such party shall be entitled to receive reimbursement of any such shortfall payment to the extent incremental ad valorem taxes later become available during the fifteen (15) year period prescribed by the Act (for each Sub-Phase) in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper and/or the holder of the Phase III Bond shall forgive any such shortfall amounts not reimbursed at the end of the fifteen (15) year period prescribed by the Act (for each Sub-Phase).
- (d) Redeveloper, its successors and assigns, further agree as follows:
  - (i) to pay all local ad valorem real estate taxes for the Phase III Area as levied and assessed before the same become delinquent; and
  - (ii) not to seek any administrative review or judicial review of the applicability or validity of any tax statute relating to taxation of the Phase III Area or to raise such inapplicability or invalidity as a defense in any administrative or judicial proceedings; and



- (iii) not to seek any tax deferral or tax abatement with respect to local ad valorem taxes, either as presently or prospectively authorized under any law of the State of Nebraska or federal law with respect to Phase III or the Phase III Area; and
- (iv) to pay or cause to be paid, when due and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all water and sewer rates and charges, occupancy tax, special assessments and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which are assessed, levied, confirmed, imposed or become payable with respect to Phase III and the Phase III Area; provided, however, that any special assessments levied for water, sewer or paving improvements shall be permitted to be paid as the same fall delinquent and may bear interest from the date of levy or other appropriate date set by the levying body; and
- (v) to retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by redeveloper in relation to the Redevelopment Project or Plan until the expiration of three years following the end of the last fiscal year in which ad valorem taxes were divided in relation to the Redevelopment Project.

#### **Section 4. Release and Indemnification.**

Redeveloper hereby releases from and covenants and agrees that the Agency and the City, together with their governing body, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purpose of this Section 4, collectively the “**Indemnified Parties**”) shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect arising from the Redevelopment Project or within the Redevelopment Project Area, inclusive of Phase III and the Phase III Area. Provided, however, such release shall not be deemed to include such liability actions as arise directly out of the willful misconduct of the Agency or the City.

Additionally, the Indemnified Parties shall not have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the Indemnified Parties on the Phase III Bond or any indebtedness contemplated hereunder shall be limited solely to the TIF Revenues generated from Phase III pledged as security for the Phase III Bond. Specifically, but without limitation, the Indemnified Parties shall not be liable to Redeveloper or any other third party for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.



**Section 5. Covenants to Run with the Land; Easement; Recording of Redevelopment Contract.**

Redeveloper and Agency agree and acknowledge that this Redevelopment Contract and the undertakings of Redeveloper and the Agency as herein provided for shall be considered as and constitute covenants running with the land binding upon Redeveloper and the Agency and their successors and assigns and upon each successive owner of the Phase III Area or any portion thereof. Redeveloper hereby acknowledges and agrees that by the terms of this Redevelopment Contract it is binding and obligating any and all of its interest in the Phase III Area, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Phase III Bond that Redeveloper shall defend such interest in the Phase III Area against the claims and interests of any and all persons. Redeveloper and the Agency agree and acknowledge that a memorandum of this Redevelopment Contract, in substantially the same form attached as Exhibit "C", shall be recorded at the expense of Redeveloper against all real estate located in the Phase III Area and shall remain of record until the Phase III Bond has been paid in full or matured. The Agency shall have the authority to execute such memorandum(s) without additional public determinations or meetings. As and to the extent that this Redevelopment Contract does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of Redeveloper, Redeveloper hereby agrees to obtain the written agreement in recordable form from each mortgagee or other encumbrancer having any such priority, which written form acknowledges and agrees to the terms of this Redevelopment Contract. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Phase III Area after the recording of this Redevelopment Contract and before the issuance of the Phase III Bond. After the Phase III Bond has been paid in full, Redeveloper or any successor or assign of Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Redevelopment Contract and of the covenants and undertakings herein provided. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the Phase III Area from any or all of the specific provisions of this Redevelopment Contract.

**Section 6. Default and Remedies upon Default.**

Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

- (a) The following shall constitute “**Events of Default**” under the terms of this Redevelopment Contract:
  - (i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Redevelopment Contract;
  - (ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;

- (iii) an event of default or material breach by or attributable to Redeveloper or Agency relating to Phase III or any portion thereof, including, without limitation, breach of the terms of any agreement or other instrument relating to the financing or construction thereof; or
  - (iv) Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of Redeveloper or any part of its property or commences any proceeding related to Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against Redeveloper any such proceedings and Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for Redeveloper or any part of its property or suffers any such receivership or trusteeship.
- (b) Whenever an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Contract; provided that the remedy of specific performance against Redeveloper shall not include or be construed to include the covenant to build or construct Phase III.
- (c) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than thirty (30) days after written notice from the Agency to Redeveloper of such Event of Default, the City or Agency shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of Phase III. If the City or Agency elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or Agency for the documented and reasonable costs of curing Redeveloper's breach within 30 days of demand from City or Agency given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Costs, the City or Agency may cure such defect and obtain reimbursement, without notice to Redeveloper, via a set off to the principal amount of the Phase III Bond equal to the Eligible Costs expended by the City or Agency. The Eligible Costs expended by the City or Agency must be certified by the City or Agency to the holder of the grant proceeds and all subsequent distributions of grant proceeds shall be distributed to the City or Agency, as applicable, until such Eligible Costs expended by the City or Agency have been reimbursed in full. Interest shall accrue on the amount expended by the City or Agency at the rate provided in the Phase III Bond and such interest shall

commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.

- (d) If at any time during the term of this Redevelopment Contract an Event of Default shall occur and remain continuing and uncured for a period of more than sixty (60) days after written notice from the Agency to Redeveloper of such Event of Default, the aggregate amount of all TIF Revenues paid on the Phase III Bond shall stand forfeited and Redeveloper shall be required to repay the same to the Agency within thirty (30) days' written demand thereof.
- (e) No remedy herein conferred upon or reserved to the Agency or the registered owner of the Phase III Bond is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Redevelopment Contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- (f) If any provision of this Redevelopment Contract is breached by a Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

**Section 7. Status of Agency and City.**

Neither the Agency nor the City is or shall be regarded as the partner, joint venturer or other jointly acting party with Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency herein provided for are undertaken solely pursuant to the provisions of sections 18-2101 to 18-2150 of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. Redeveloper acknowledges that Redeveloper or its successors and assigns are and shall remain in control of Phase III for all purposes provided that Redeveloper acknowledges and agrees that the City is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving Phase III.

**Section 8. Manner of Sale of Phase III Bond.**

Redeveloper agrees either to purchase the Phase III Bond for the principal amount thereof or to find a purchaser for the Phase III Bond upon terms and conditions acceptable to the Agency. Neither the Agency nor the City under the terms of this Redevelopment Contract undertakes any responsibility with respects to the sale or placement of the Phase III Bond. Any such sale or placement of the Phase III Bond shall be by means of a private placement to a financial institution or other institutional buyer capable of evaluating the risks of investment in the Phase III Bond or to Redeveloper. Any such purchaser, including Redeveloper, shall provide

to the Agency an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, in substantially the same form as Exhibit "D". The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF revenues for Phase III, may be accomplished by offset so that Redeveloper may retain the TIF revenues and no exchange of funds occurs at issuance of the Phase III Bond, except as otherwise required in this Redevelopment Contract. If the Agency so requests, Redeveloper shall, from time to time, furnish the Agency with satisfactory evidence as to the use and application of the TIF Revenues.

#### **Section 9. Indemnification and Penal Bond**

Redeveloper hereby agrees to indemnify and save the Agency and City harmless for any payment or liability to which the Agency or City may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment of costs as required under Section 18-2151 of the Act.

#### **Section 10. Additional Parties Added as Redeveloper.**

The Parties specifically agree that additional parties or entities may be admitted to and included within the meaning of the term "Redeveloper" upon the mutual written consent of both Parties.

#### **Section 11. Redevelopment Contract Binding Upon Successors and Assigns.**

This Redevelopment Contract is made for the benefit of Redeveloper, the Agency and the registered owners from time to time of the Phase III Bond as third party beneficiaries. This Redevelopment Contract shall be binding upon the Agency and Redeveloper, and any successors or assigns thereof. Redeveloper may assign this Redevelopment Contract only upon receipt of prior written consent from the Agency. The Agency and Redeveloper acknowledge and agree that, in the event Redeveloper assigns its rights and obligations under this Redevelopment Contract, in whole or in part, to any assignee, Redeveloper and the assignee shall both be bound by the terms of the Plan and this Redevelopment Contract (as and to the extent of any such assignment with respect to the Assignee). No assignment by Redeveloper to the Assignee shall be effective until a written instrument binding the assignee under the terms of this Redevelopment Contract (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the Assignee and recorded against the Phase III Area in the real estate records of Madison County, Nebraska.

#### **Section 12. Titles of Sections.**

Any titles of the several Sections of this Redevelopment Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

### **Section 13. Notices.**

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address set forth below, or such other address as such Party may hereafter specify by notice to the other given by United States mail or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

Scott Rief, Member  
Innate Development LLC  
1201 Allen Dr #240  
Grand Island, NE 68803

- (b) in the case of Agency, if mailed to or delivered personally to:

Community Development Agency  
Offices of the City of Norfolk  
Attention: City Clerk  
309 N 5<sup>th</sup> Street  
Norfolk, NE 68701

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section 13 or at any such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other Party as provided in this section.

### **Section 14. Severability.**

If any provision of this Redevelopment Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, sections or paragraphs in this Redevelopment Contract shall not affect the remaining portions of this Redevelopment Contract or any part thereof.

### **Section 15. Counterparts.**

This Redevelopment Contract may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Section 16. Law Governing.**

The Parties agree that this Redevelopment Contract shall be governed and construed in accordance with the laws of Nebraska.

**Section 17. Time of the Essence.**

Time shall be of the essence of this Redevelopment Contract.

**Section 18. Termination.**

This Redevelopment Contract shall commence as of the date first above written and shall terminate upon the earlier of fifteen years after the effective date for the final Sub-Phase of Phase III as set forth in Section 2 of this Redevelopment Contract or payment of all principal and interest owed toward the Phase III Bond.

**Section 19. Force Majeure Event.**

Neither Redeveloper nor the Agency shall be considered in breach of, or in default in its obligations with respect to any of the obligations under this Redevelopment Contract in the event that an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event, which is defined herein as any failure or delay in performance by a Party that is proximately caused by acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of Redeveloper or the Agency, as the case may be, shall be extended for the period of the enforced delay as determined by the mutual agreement of Redeveloper and the Agency; provided, that Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the Agency (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

**Section 20. Effect of Redevelopment Contract.**

This Redevelopment Contract (including the Plan as incorporated by reference) constitutes the entire understanding by and between the Parties concerning the subject matter hereof, and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between or among the Parties relating to the subject matter hereof and not embodied in this Redevelopment Contract shall be of any force and effect.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Agency and Redeveloper have caused this Redevelopment Contract to be executed by their duly authorized representatives.

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF NORFOLK, NEBRASKA

By: \_\_\_\_\_  
Chairperson (Mayor)

ATTEST:

\_\_\_\_\_  
Secretary (City Clerk)

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Clerk, of the governing body of the Community Development Agency of the City of Norfolk, Nebraska on behalf of such agency.

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

INNATE DEVELOPMENT, LLC, a Nebraska  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_, \_\_\_\_\_ of Innate Development, LLC, a Nebraska  
limited liability company, on behalf of the corporation.

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



**Exhibit "A"**  
**Phase III Area**

Legal Description:

(See attached)

\* Subsequent to entering into this Redevelopment Contract, Redeveloper intends to subdivide the Phase III Area. Subsequent to said subdivision, the above legal description shall be replaced with the legal description provided in the replat of the Phase III Area approved by the City. Such replatting may occur by Sub-Phase. Any discrepancy between the legal description and the below depiction of the Phase III Area should be decided in favor of the legal description.

Exhibit "A"

**SECTION 23, T24N, R1W**

**LOCATION MAP**  
NOT TO SCALE

**N**

**SCALE IN FEET**  
0 25 50 100

**LEGEND**

- SECTION LINE
- - - - - TIF BOUNDARY LINE
- \_\_\_ ROW LINE

**TRACT DESCRIPTION**

A TRACT OF LAND CONSISTING IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW1/4 NE1/4) IN SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) WEST OF THE 6<sup>TH</sup> P.M., AND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE WESTERLY CORNER OF LOT 2, BLOCK 1, LEGACY BEND FOURTH ADDITION, SAID POINT BEING ON THE FLOOD CONTROL CHANNEL AND ALSO BEING THE POINT OF BEGINNING; THENCE N43°41'07"W, ALONG SAID FLOOD CONTROL CHANNEL, A DISTANCE OF 552.00 FEET; THENCE N46°18'53"E A DISTANCE OF 355.00 FEET; THENCE S43°40'46"E A DISTANCE OF 575.81 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SUNRISE DRIVE; THENCE S46°52'22"W A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID SUNRISE DRIVE AND ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF LOT 2, BLOCK 1, LEGACY BEND FOURTH ADDITION; THENCE N43°07'38"W, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID NORTHEASTERLY LINE OF LOT 2, BLOCK 1, A DISTANCE OF 5.96 FEET; THENCE N43°41'07"W, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID NORTHEASTERLY LINE OF LOT 2, BLOCK 1, A DISTANCE OF 14.39 FEET TO A NORTHERLY CORNER OF SAID LOT 2, BLOCK 1; THENCE S46°52'22"W, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2, BLOCK 1, A DISTANCE OF 295.01 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 197777.46 SQUARE FEET OR 4.540 ACRES MORE OR LESS.

**PART SW1/4 NE1/4**  
197777.46 SQ.  
4.540 ACRES

**FLOOD CONTROL CHANNEL**

**SUNRISE DRIVE**

**LOT 1**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 2**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 3**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 4**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 5**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 6**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 7**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 8**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 9**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 10**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 11**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 12**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 13**  
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**LOT 14**  
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**LOT 18**  
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FOURTH ADDITION  
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**LOT 19**  
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FOURTH ADDITION  
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**LOT 20**  
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FOURTH ADDITION  
(DET & PART)

**LOT 21**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 22**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 23**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 24**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 25**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 26**  
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FOURTH ADDITION  
(DET & PART)

**LOT 27**  
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FOURTH ADDITION  
(DET & PART)

**LOT 28**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 29**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 30**  
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LEGACY BEND  
FOURTH ADDITION  
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**LOT 31**  
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**LOT 32**  
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**LOT 39**  
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FOURTH ADDITION  
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FOURTH ADDITION  
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**LOT 43**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 44**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 45**  
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LEGACY BEND  
FOURTH ADDITION  
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**LOT 46**  
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(DET & PART)

**LOT 50**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 51**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 52**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 53**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 54**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 55**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 56**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 57**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 58**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 59**  
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**LOT 66**  
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**LOT 67**  
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FOURTH ADDITION  
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FOURTH ADDITION  
(DET & PART)

**LOT 71**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 72**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 73**  
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LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 74**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

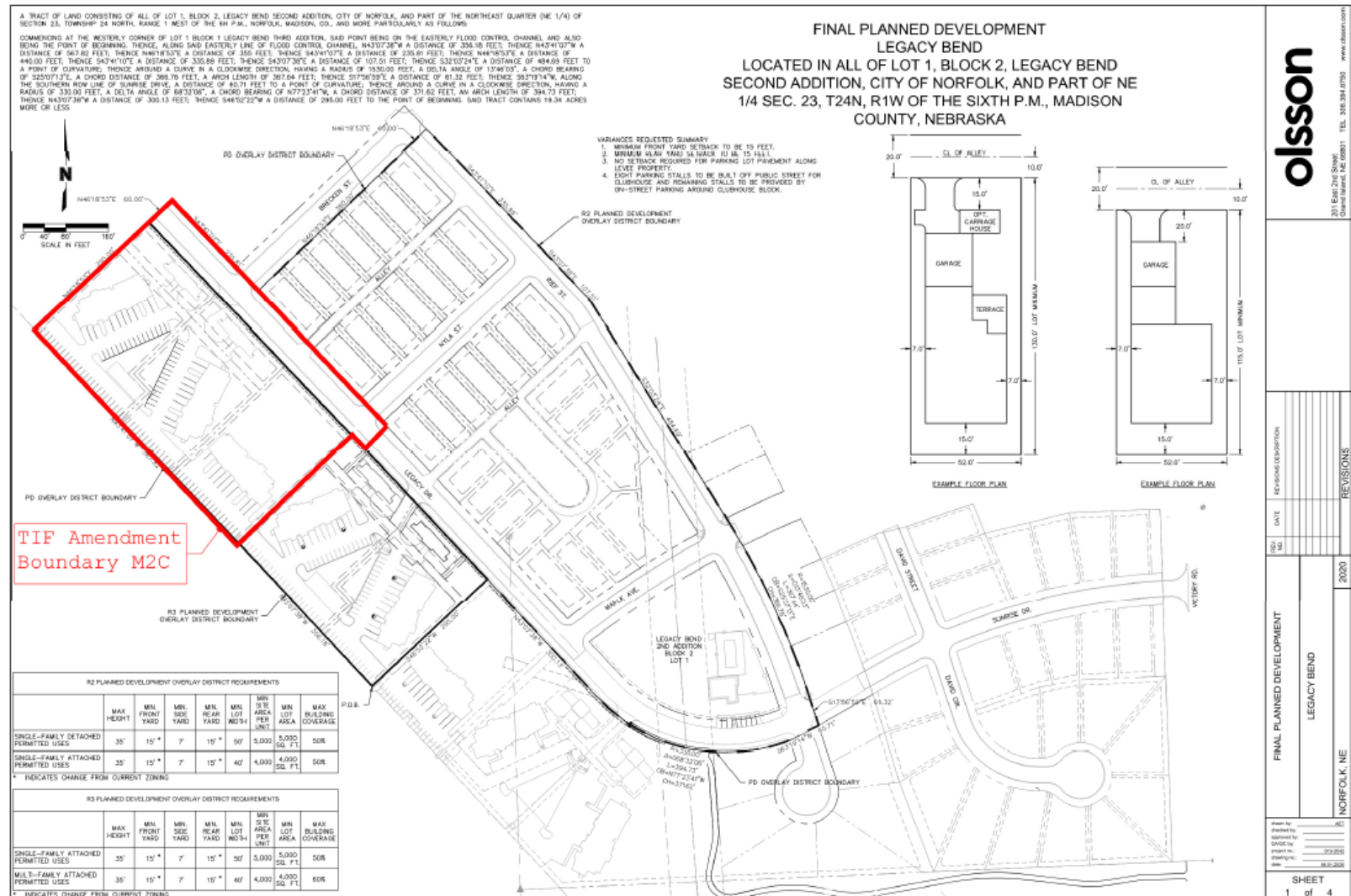
**LOT 75**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT 76**  
BLOCK 1  
LEGACY BEND  
FOURTH ADDITION  
(DET & PART)

**LOT**

DOCS/2659826.3

Depiction (Subsequent to Replat):



\* The above is a preliminary site plan and is subject to change.

Exhibit "A"

**Exhibit "B"**  
**Phase III Description and Projected TIF Sources and Uses**

Phase III will consist of the construction of a mix of approximately 64 multi-family dwelling units and townhome units, and associated improvements within and adjacent to the Phase III Area.

**Projected Sources and Assumptions (for all Sub-Phases):**

Estimated Base Value:	\$34,107
Estimated Final Value:	\$7,580,000
Incremental Value:	\$7,545,893
Estimated Annual TIF Revenues:	\$145,424
Estimated Total TIF Revenues:	\$2,181,360
Phase III Bond:	NTE \$1,736,058

\* The above are projections and subject to change.

**Projected TIF Uses:**

Use of Funds			
Description	TIF Funds	Private Funds	Total
Site Acquisition	113,690	0	113,690
Site Preparation/Infrastructure – paving, sanitary sewer, storm sewer and water	1,229,124	0	1,229,124
Street Trees/ Street Lights /Neighborhood Park Equipment	125,000	75,000	200,000
Legal/Accounting, Finance	25,000	45,450	70,450
Building Costs	0	5,186,275	5,186,275
Architecture Engineering	232,912	35,000	267,912
Planning, Development and Permitting	260,000	0	260,000
Contingencies	252,549	0	252,549
<b>TOTALS</b>	<b>2,238,275</b>	<b>5,341,725</b>	<b>7,580,000</b>

\* The above figures are only estimates of the Eligible Costs and such actual costs will be reflected in the cost certifications required under Section 2(b) of the Redevelopment Contract.

**Exhibit "C"**  
**Form of Redevelopment Contract Memorandum for Recording**

**MEMORANDUM OF REDEVELOPMENT CONTRACT**

This Memorandum of Redevelopment Contract ("Memorandum") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Community Development Agency of the City of Norfolk, Nebraska ("Agency") and Innate Development, LLC, a Nebraska limited liability company ("Redeveloper").

1. **Redevelopment Contract.** Agency and Redeveloper have entered into that certain Redevelopment Contract dated as of \_\_\_\_\_, 2021 ("Redevelopment Contract"), describing the public and private improvements being made by the Redeveloper in the Phase III Area, including the real property owned by Redeveloper, as legally described on Exhibit "1" attached hereto and incorporated herein.

2. **Tax Increment Financing.** The Redevelopment Contract provides for the capture of the tax-increment financing ("TIF") revenues by the Agency of the improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the effective date (as defined in the Nebraska Community Development Law). The TIF revenues so captured by the Agency shall be used to reimburse Redeveloper for construction of the Public Improvements described in the Redevelopment Contract.

3. **Redevelopment Project Valuation.** The Redevelopment Contract establishes that Redeveloper, its successors and assigns, including subsequent purchasers of land within the Phase III Area (including the real property above described), will not protest a real estate property valuation, as determined by the appropriate assessing and taxing officials of Madison County, Nebraska, for purposes of local ad valorem real estate taxes, of: (i) \$320,000 or less after substantial completion or occupancy with respect to each individual townhome dwelling unit; and (ii) \$2,100,000 or less after substantial completion or occupancy with respect each multi-family apartment building.

4. **Remaining Terms.** The rest and remaining terms of the Redevelopment Contract are hereby incorporated into this Memorandum as if they were set forth in full. All capitalized terms in this Memorandum that are not otherwise defined herein shall have the same meaning as set forth in the Redevelopment Contract. A full and correct copy of the Redevelopment Contract may be inspected at the Agency offices in Norfolk, Nebraska.

5. **Termination of Memorandum.** Unless terminated sooner in accordance with the terms of the Redevelopment Contract, this Memorandum shall be deemed to automatically terminate and be released from the above-described real property upon the payoff or maturity of the Phase III Bond.

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF NORFOLK, NEBRASKA

By: \_\_\_\_\_  
Chairperson (Mayor)

ATTEST:

\_\_\_\_\_  
Secretary (City Clerk)

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_ and \_\_\_\_\_, the Chairperson and Secretary, respectively,  
of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of said  
agency.

(S E A L)

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

INNATE DEVELOPMENT, LLC, a Nebraska  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Innate  
Development, LLC, a Nebraska limited liability company, on behalf of the corporation.

(S E A L)

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

Exhibit "C"

**Exhibit "1"**  
Phase III Area Legal Description

(See Attached)

Exhibit "C"



### **Phase III Area**

Legal Description:

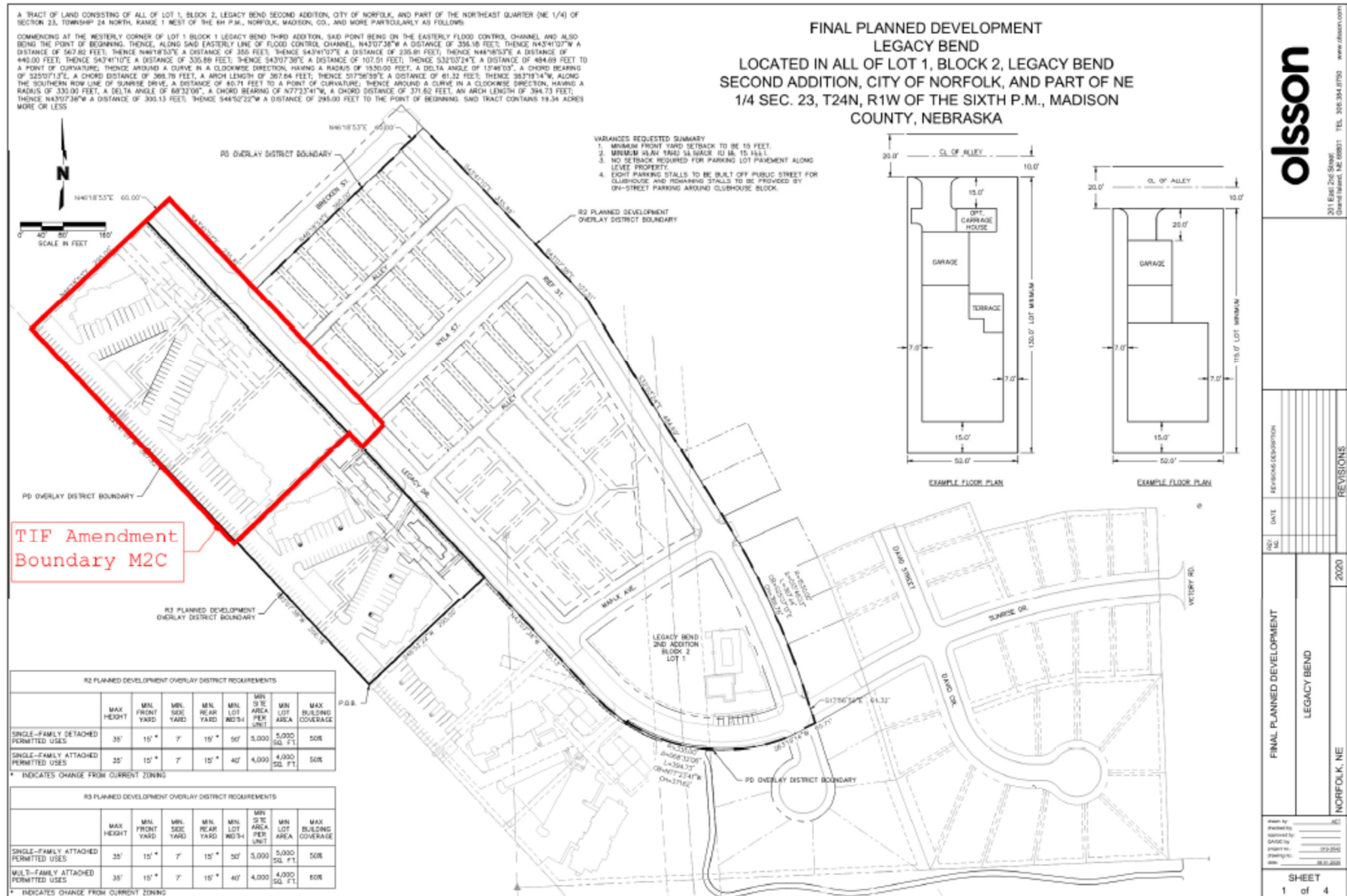
(See attached)

\* Subsequent to entering into this Redevelopment Contract, Redeveloper intends to subdivide the Phase III Area. Subsequent to said subdivision, the above legal description shall be replaced with the legal description provided in the replat of the Phase III Area approved by the City. Such replatting may occur by Sub-Phase. Any discrepancy between the legal description and the below depiction of the Phase III Area should be decided in favor of the legal description.

Exhibit "1"

DOCS/2659826.3

## Depiction (Subsequent to Replat):



\* The above is a preliminary site plan and is subject to change.

Exhibit "1"

DOCS/2659826.3

8/2/2021

Enclosure 6  
Page 35 of 77

**Exhibit "D"**  
**Form of Investor Letter**

\_\_\_\_\_, 20\_\_

Community Development Agency  
Offices of the City of Norfolk  
Attention: City Treasurer  
309 N 5<sup>th</sup> Street Norfolk, NE 68701

Re: Tax Increment Revenue Bond (Legacy Bend Redevelopment Project –  
Phase III), Series 20\_\_

Ladies and Gentlemen:

The undersigned is the initial registered owner of the above Bond issued by the Community Development Agency of the City of Norfolk, Nebraska (the "Agency"). The representations and statements made in this letter are made as an inducement to the Agency in connection with the issuance of the above Bond (the "Bond"). The undersigned acknowledges and represents that it has been advised that the Bond is not registered under the Securities Act of 1933, as amended, and that the Agency is not presently required to register under Section 12 of the Securities and Exchange Act of 1934. The undersigned therefore recognizes that if and when the undersigned may wish to resell the Bond as held by it there may not be any available current business and financial information about the Agency or the project being financed by the Bond. Further the undersigned realizes that no trading market presently exists or is expected to exist for the Bond. The undersigned understands that it may need to bear the risks of an investment in the Bond for an indefinite period of time, since any sale prior to maturity of the Bond may not be possible or may be at a price below that which the undersigned is paying for the Bond.

It is understood that the undersigned has undertaken to verify the accuracy and completeness and truth of any statements made or omitted to be made concerning any of the material facts relating to the Bond and the project being financed and transactions relating thereto, including information regarding the operations and financial condition of Innate Development, LLC, a Nebraska limited liability company (the "Redeveloper"), and said project. The undersigned has conducted its own investigation and has had discussions with officials of the Agency and Redeveloper.

Exhibit "D"

DOCS/2659826.3

8/2/2021

**Enclosure 6**  
Page 36 of 77

In connection with the purchase of the Bond, the undersigned hereby acknowledges and represents that the undersigned is acquiring the Bond for its own account for investment and not with a view to the resale or distribution. The undersigned has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment represented by the purchase of the Bond, has financial resources sufficient to sustain the risks related to holding the Bond and is aware of the intended use of the proceeds and risks involved therein.

THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS A LIMITED OBLIGATION OF THE AGENCY AND IS NOT SECURED BY ANY OBLIGATION OR PLEDGE OF ANY MONIES RECEIVED OR TO BE RECEIVED FROM TAXATION, OTHER THAN TAX INCREMENT REVENUES AS DESCRIBED IN THE RESOLUTION AUTHORIZING THE BOND. THE UNDERSIGNED UNDERSTANDS THAT THE BOND IS NOT AN OBLIGATION OF THE CITY OF NORFOLK, EXCEPT AS TO ITS COMMUNITY DEVELOPMENT AGENCY OF WHICH IT IS A LIMITED OBLIGATION, THAT THE BOND IS NOT AN OBLIGATION OF THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA OR TAXING AUTHORITY THEREOF, OTHER THAN OF SUCH AGENCY, AND THAT NO RIGHT EXISTS TO HAVE TAXES LEVIED BY THE CITY OF NORFOLK OR THE STATE OF NEBRASKA OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF PRINCIPAL OF OR INTEREST ON SAID BOND, OTHER THAN SAID TAX INCREMENT REVENUES.

The undersigned acknowledges that it has made its own investigation and inquiry concerning the due corporate authorization and execution of all documents executed and delivered by Redeveloper related to the Bond and has not relied upon the City or its counsel or special bond counsel concerning any such matters.

The undersigned acknowledges that the amount of the Bond has been established based upon estimated costs of development under the terms of an agreement between Redeveloper and the Agency. Such estimates have been established in order to assure the initial registered owner of the Bond with the fullest anticipated potential benefits related to tax increment revenues and the principal amount and interest thereon as set may not prove payable from such revenues. The undersigned acknowledges that the Agency has not undertaken or contracted in any way that such redevelopment will be commenced or completed and that such undertaking is the sole responsibility of Redeveloper.

The undersigned acknowledges further that the principal amount and interest rate on the Bond have also been established with respect to taxable valuations which are expected to be related to estimated costs and that the final assessment and taxable valuations determined by the

Exhibit "D"

appropriate assessing officials may be materially different from such projected assessment and that such principal amount and interest have also been established based upon estimated taxing rates to apply in the future and that such taxing rates could also be materially different from such estimated rates.

The undersigned acknowledges that it has been advised that interest on the Bond is not exempt from Nebraska state or federal income taxes, and that the City and Agency have not provided any assurances with respect to the tax consequences to the undersigned with respect to the transaction described herein. The undersigned further acknowledges that any future transfer of the Bond may only be made to a subsequent transferee registered owner who is able to execute and does execute a letter similar in form and substance to this investment letter, a copy of which shall have been delivered to the Agency.

Very truly yours,

INNATE DEVELOPMENT, LLC, A NEBRASKA  
LIMITED LIABILITY COMPANY

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Exhibit "D"

## RESOLUTION NO. 2010-11

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA, ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF NORFOLK, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK, NEBRASKA; AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW.

BE IT RESOLVED by the Mayor and Council of the City of Norfolk, Nebraska, acting as the governing body of the Community Development Agency of the City of Norfolk, Nebraska, as follows:

Section 1. The Mayor and Council of the City of Norfolk (the "City") hereby find and determine:

(a) that, pursuant to the Nebraska Community Development Law, Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska (the "Act"), the Community Development Agency of the City of Norfolk (the "Agency") has been duly created by ordinance for purposes of assisting with redevelopment of blighted and substandard real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment authority provided for under the Community Development Law of the State of Nebraska; that there has been prepared a redevelopment plan, entitled "City of Norfolk Redevelopment Plan for the Ballantyne Buildings" (the "Plan") for the redevelopment of the real estate described and referred to in Exhibit A (hereinafter in this Resolution referred to as the "Project Area");

(b) that prior to the recommendation or approval of the Plan an area which includes the Project Area was declared blighted and substandard by action of the Mayor and Council of the City;

(c) that the City has had in effect its general plan for the development of the City from the time prior to the preparation of the Plan;

(d) that the Plan was submitted to the City Planning Commission of the City and approved and thereafter recommended by the Agency to the Mayor and Council of the City, as and to the extent required by the Act;

(e) that on the 6th day of November, 2017, the Mayor and Council of the City held a public hearing on the Plan, for which notice was given by publication prior to such hearing in the *Norfolk Daily News* in conformance with the Act, and, after such hearing, the Mayor and Council gave their approval to the Plan;

(f) that the Plan, among other things, calls for the rehabilitation of ~~two~~ four buildings located in the City into mixed-use commercial and residential properties (referred to herein as the "Project");

(g) that Riverpoint Properties, LLC, a Nebraska limited liability company (hereafter in this Resolution referred to as the "Redeveloper"), as the assignee of CEB, LLC, a Nebraska



limited liability company ("CEB"), has undertaken or will undertake the redevelopment of the real estate constituting a portion of the Project Area by constructing the Project as described in the redevelopment contract between the Agency and CEB, as assigned to Redeveloper, attached hereto and incorporated herein as Exhibit B ("Redevelopment Contract"), and the City and the Agency have previously communicated willingness to assist such redevelopment in order to encourage employment and economic development of the City as well as for the redevelopment of a blighted and substandard area of the City;

(h) that the Redeveloper has incurred and is expected to incur costs in excess of \$1,181,915 relating to redevelopment of the Project Area pursuant to the Plan and the Redevelopment Contract, upon completion of the Project;

(i) that the Agency timely filed a "Notice to Divide Tax" for the Project with the county assessor for Madison County, Nebraska, on or before August 1, 2020;

(j) that the Agency and the City have agreed to assist the Redeveloper with certain grants as set forth in the Redevelopment Contract and in consideration for undertaking the costs of the Project and for such purpose it is necessary for the Agency to authorize the issuance of its tax increment revenue bond in an amount not to exceed \$143,290;

(k) that the Redevelopment Contract between the Agency and the Redeveloper in the form presented provides that the Agency and the City will assist the Redeveloper with certain grant assistance and the issuance of the tax increment revenue bond as provided for in this resolution;

(l) that all ad valorem taxes received by the Agency's Treasurer related to the Project Area shall be allocated to the tax increment revenue bond pursuant to the terms of said bond; and

(m) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's tax increment revenue bond as provided for in this Resolution do exist and have been done as provided by the Act.

Section 2. A tax increment revenue bond in an amount not to exceed One Hundred Forty Three Thousand Two Hundred Ninety & 00/100 Dollars (\$143,290) is hereby ordered issued in accordance with Section 18-2125 of the Act, by the Agency and shall be designated as its "Tax Increment Revenue Bond of the Community Development Agency for City of Norfolk, Nebraska (Ballantyne Buildings Redevelopment Project), Series 2021" (herein referred to as the "Bond"). The Bond shall be issued in the single denomination in an amount not to exceed \$143,290. The Bond shall be dated as of the date of its delivery ("Dated Date"). The Bond shall bear interest from the Dated Date until maturity (or earlier redemption) at the rate of six percent (6.0%) per annum. The principal of the Bond shall become due on December 1, 2035, provided that such principal amount shall be subject to mandatory redemption from "Available Funds" as described in Section 5 below on June 1 and December 1 of each year. All interest upon the Bond shall be payable on December 1, 2021, and semiannually thereafter on June 1 and December 1 of each year.

The Bond shall be issued in fully registered form. The Agency's Treasurer (the City Treasurer of the City of Norfolk) is hereby designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the last business day of the calendar month immediately preceding the calendar month in which such interest



payment date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing or delivering a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered addresses as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Norfolk, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this Resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid. Notwithstanding anything in this Resolution or the Redevelopment Contract to the contrary, the Agent shall not disburse any amounts toward payment on the Bond unless and until Redeveloper has provided the Agency with certifications of Redeveloper Project Costs (as defined in the Redevelopment Contract) pursuant to Section 202(C) of the Redevelopment Contract. If Redeveloper fails to submit certifications of Redeveloper Project Costs in an amount equal to or greater than the principal amount on the Bond upon completion of the Project, the principal and outstanding interest on the Bond shall be adjusted to reflect the aggregate total of the certified Redeveloper Project Costs.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Norfolk, Nebraska. The name and registered address of the registered owner of the Bond shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation thereof on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at such transferee owner's expense). Any transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for investment purposes only, without view to redistribution and upon the independent credit judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following interest payment date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

Section 4. In the event that payments of interest or for mandatory partial redemption due on the Bond on any interest payment date are not timely made, such interest or redemption price shall cease to be payable to the registered owner as of the Record Date for such interest payment date and shall be payable to the registered owner of the Bond as of a special date of record for payment of such defaulted interest or redemption price as shall be designated by the Agent whenever monies for the purpose of paying such defaulted interest or redemption price become available.

Section 5. At any time, the Agency shall have the option of prepaying in whole or in part principal of the Bond. Any such optional prepayment of principal shall be accompanied by an amount equal to all accrued but unpaid interest on the principal amount being prepaid. Notice of any optional

redemption for the Bond shall be given at the direction of the Agency by the Agent by mail not less than 15 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. The Bond shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Bond Fund (as hereinafter established and defined), including all amounts, if any, from investment earnings for such fund, rounded down to the nearest one hundred dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Bond with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Bond for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Bond outstanding at any time and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Bond.

Section 6. The Bond shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF MADISON**

**TAX INCREMENT REVENUE BOND OF  
THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF NORFOLK,  
NEBRASKA (BALLANTYNE BUILDINGS REDEVELOPMENT PROJECT)  
SERIES 2021**

Dated Date: \_\_\_\_\_, 2021

Principal Amount

Interest Rate Per Annum

Final Maturity Date

\$143,290

6.0%

December 1, 2035

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Norfolk, Nebraska (the "Agency"), hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on December 1, 2021 and semiannually thereafter on June 1 and December 1 of each year.

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of said Agency, as Paying Agent and Registrar for said Agency, at the offices of the Community Development Agency of the City of Norfolk, Nebraska, at City Hall, in Norfolk, Nebraska. The payments of interest and of mandatory redemptions of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed or delivered by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is the sole bond of its series of the total principal amount of One Hundred Forty Three Thousand Two Hundred Ninety & 00/100 Dollars (\$143,290) issued by the Agency for the purpose of paying a portion of the costs of redevelopment of certain real estate as described in the Redevelopment Contract (as defined in the Resolution) and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and Council of the City of Norfolk, Nebraska, on November 6, 2017 (the "Plan"), all in compliance with the Nebraska Community Development Law, Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska (the "Act"), and has been duly authorized by resolution passed and approved by the Mayor and Council of the City of Norfolk, acting as the governing body of

the Agency (the "Resolution").

The conditions for the issuance and purchase of this bond are set forth in the Redevelopment Contract and the terms and conditions of the Redevelopment Contract are incorporated herein by reference.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time, at the principal amount thereof designated for redemption plus accrued interest to the date fixed for redemption of the principal amount so designated for optional redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the Resolution. The principal of this bond shall be subject to mandatory optional redemptions made in part on any interest payment date from "Available Funds" (as defined in the Resolution) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the Resolution.

A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. THE REGISTERED OWNER OR ANY TRANSFEREE OR ASSIGNEE OF SUCH REGISTERED OWNER MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED BY THE RECORDS OF THE PAYING AGENT AND REGISTRAR IN THE MANNER PROVIDED IN THE RESOLUTION.

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in Section 18-2147 of the Act, as levied, collected and apportioned from year to year with respect to certain real estate described in the Redevelopment Contract and located within the "Project Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Project Area which are received by said Treasurer as of and from and after January 1, 2021 and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Area based on any increase in the taxable value determined as of January 1, 2020.

Pursuant to the Resolution and Sections 18-2124 and 18-2150 of the Act, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. **This bond shall not constitute an obligation of the State of Nebraska or of the City of Norfolk (except for such receipts as have been pledged pursuant to said Sections 18-2124 and 18-2150 of the Act) and neither the State of Nebraska nor the City of Norfolk shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged as described above in this paragraph).** Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the Resolution. The

Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not. THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

NOTWITHSTANDING ANYTHING IN THIS BOND, THE RESOLUTION OR THE REDEVELOPMENT CONTRACT TO THE CONTRARY, THE AGENT SHALL NOT DISBURSE ANY AMOUNTS TOWARD PAYMENT ON THIS BOND UNLESS AND UNTIL REDEVELOPER HAS PROVIDED THE AGENCY WITH CERTIFICATIONS OF REDEVELOPER PROJECT COSTS (AS DEFINED IN THE REDEVELOPMENT CONTRACT) PURSUANT TO SECTION 202(C) OF THE REDEVELOPMENT CONTRACT. IF REDEVELOPER FAILS TO SUBMIT CERTIFICATIONS OF REDEVELOPER PROJECT COSTS IN AN AMOUNT EQUAL TO OR GREATER THAN THE INITIAL PRINCIPAL AMOUNT ON THIS BOND UPON COMPLETION OF THE PROJECT, THE PRINCIPAL AND OUTSTANDING INTEREST ON THIS BOND SHALL BE ADJUSTED TO REFLECT THE AGGREGATE TOTAL OF THE CERTIFIED REDEVELOPER PROJECT COSTS.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Norfolk, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Mayor and Council of the City of Norfolk, Nebraska, as the governing body of the Community Development Agency of the City of Norfolk, Nebraska have caused this bond to be executed on behalf of said Agency by being signed by the Chairperson (Mayor) and Secretary (City Clerk), all as of the Dated Date shown above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF NORFOLK

ATTEST:

By: \_\_\_\_\_  
(Sample – Do Not Sign)  
Chairperson (Mayor)

\_\_\_\_\_  
(Sample – Do Not Sign)  
Secretary (City Clerk)

## PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Norfolk, Nebraska kept by the Paying Agent and Registrar identified in the foregoing bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar.

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 2021	Riverpoint Properties, LLC	(Sample – Do Not Sign)



Section 7. This Resolution sets forth January 1, 2020 as the effective date after which ad valorem taxes on real property located within the Project Area are to be apportioned pursuant to Section 18-2147 of the Act. As of and from and after January 1, 2021, that portion of the ad valorem taxes on the real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147 of the Act, and which ad valorem taxes received by the Agency's Treasurer attributable to the Project Area which are attributable to valuation increases determined as of January 1, 2020 (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Community Development Agency — Ballantyne Buildings Redevelopment Project Fund" (the "Bond Fund") to be held by the Agent for application to payments on the Bond.

The Agency hereby pledges for the payment of the Bond both principal and interest as the same fall due, equally and ratably, all Project Area Tax Receipts associated with the real estate described in the Redevelopment Contract and so paid into the Bond Fund as a prior and first lien upon said receipts for the security and payment of the Bond. Monies held in the Bond Fund shall be invested to the extent practicable and investment earnings on such monies shall be applied in the same manner as all other funds held in the Bond Fund.

Section 8. The Bond shall be executed on behalf of the Agency by the Chairperson (Mayor) and Secretary (City Clerk). Upon execution, the Bond shall be registered by the Agent in the name of the Redeveloper or its designee as the initial registered owner and shall be delivered in consideration of the performance by the Redeveloper in accordance with the Plan. The Redeveloper may request notation of a pledge interest in the Bond on the records of the Agent. The initial purchaser (and any pledgee) of the Bond shall be required to deliver an investment representation letter to the Agent. Such letter shall be satisfactory in form to the officers of the Agency, or any one or more of them, as advised by the Agency's attorneys.

Section 9. If the date for payment of the interest or principal on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Norfolk, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 10. The Secretary of the Agency shall make and certify one or more copies of the transcripts of the proceedings of the Agency precedent to the issuance of the Bond one of which copies shall be delivered to the Agency.

Section 11. The Chairperson (Mayor) and Secretary (City Clerk) or any one of them are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 12. The authorization for the Bond provided for in this Resolution is based upon expectations as to completion of construction, valuation and proposed tax rates suggested by and/or agreeable to the Redeveloper. The Agency has given and hereby gives no assurances that such expectations will in fact be fulfilled.

Section 13. Interest on the Bond shall be subject to taxation for both federal and Nebraska state income taxes, as and to the extent provided by law, and no information report shall be filed with the Internal Revenue Service under Section 149(e) of the Code.

Section 14. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 15. This Resolution shall be in force and take effect from and after its adoption as provided by law.

Passed and Approved this 2nd day of August, 2021.

(SEAL)

---

Chairperson (Mayor)

ATTEST:

---

Secretary (City Clerk)



Exhibit "A"  
Legal Description of the Project Area

East 21.5 feet of Lot 3, Burrows and Egberts Addition, City of Norfolk, Madison County, Nebraska, commonly known as 405 West Norfolk Avenue; AND

West 2 feet 10 inches of Lot 3, Burrows and Egberts Addition, City of Norfolk, Madison County, Nebraska, commonly known as 407 West Norfolk Avenue; AND

Lot 1, Pilgers Addition City of Norfolk, Madison County, Nebraska, commonly known as 407 West Norfolk Avenue; AND

Lot 2, Pilgers Addition City of Norfolk, Madison County, Nebraska, commonly known as 409 West Norfolk Avenue; AND

Lot 3, Pilgers Addition City of Norfolk, Madison County, Nebraska, commonly known as 411 West Norfolk Avenue.

Exhibit "B"  
Redevelopment Contract

(See attached)

10:05

00027

No	00027 ✓	#Pages	25
Doc Tax \$			
Fee \$	154.00	P&M \$	14.50
Fees Pd \$		Gen Fee \$	139.50
Ck#			
Refund		Due	154.00

THE STATE OF NEBRASKA } ss.  
MADISON COUNTY

This instrument filed for record  
the 3 day of January 20 18  
at 10:05 A.M. and recorded in  
Book 2018 Page 00027  
Nancy J. Cross  
Register of Deeds

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

RETURN TO: <sup>by</sup> CITY OF NORFOLK  
309 N 5TH STREET  
NORFOLK NE 68701

TITLE OF DOCUMENT: REDEVELOPMENT AGREEMENT

## REDEVELOPMENT AGREEMENT

This Redevelopment Agreement ("Agreement") is entered into the 18 day of December, 2017, by and between the Community Development Agency of the City of Norfolk, Norfolk, Nebraska (the "Agency") and CEB, LLC, a limited liability company (the "Redeveloper").

## RECITALS

A. The Agency has approved a plan entitled "City of Norfolk Redevelopment Plan for the "Ballantyne Buildings" (the "Plan") for the real estate described on Exhibit "A" attached (the "Redeveloper Property"), located in the City of Norfolk, Nebraska (the "City") and which has previously been declared blighted and substandard or otherwise eligible for redevelopment by the Mayor and Council of the City of Norfolk, Nebraska. The Redeveloper Property is also sometimes referred to as the "Project Area". The Redevelopment Plan has been adopted in compliance with the Nebraska Community Development Law codified at *Neb. Rev. Stat.* §§ 18-2101 through 18-2154 (Reissue 2012) (the "Act").

B. The Agency has induced the Redeveloper to engage in certain redevelopment activities to rehabilitate multiple commercial buildings. The planned rehabilitation is significant and would be implemented over approximately one year. 405 and 407 West Norfolk contain three floors. 409 and 411 West Norfolk contains two floors. The total square feet are 27,800 of which the ground floor square footage is approximately 10,900 square feet. The first floor of each building would be converted to commercial office space, with four commercial bays created for small commercial business and/or retail space. The second floor of 405/407 West Norfolk would be revamped for commercial space. The third floor of 405/407 West Norfolk would be converted to commercial space. The second floor of 409/411 West Norfolk Avenue would be converted to two residential apartments overlooking Norfolk Avenue. Construction will begin in the spring of 2018 and the Redeveloper is not willing to incur the substantial investment necessary for redevelopment of the Project Area without the financial incentives ("Incentives") provided by the Agency to the Redeveloper in this Agreement.

C. The Redeveloper pursuant to the Plan is substantially redeveloping the former Ballantyne

Buildings located in the Project Area. The redevelopment of the Project Area will include, but not limited to (1) HVAC demolition and replacement; (2) new electrical service; (3) roof and energy enhancements; (4) emergency lighting; (5) new façade; (6) new energy efficient window and door replacement; and (7) updates to meet ADA and UFAS code (collectively the "Redevelopment Project").

D. *Neb. Rev. Stat. § 18-2103(12)* (Reissue 2012) authorizes the Agency to carry out plans for redevelopment of blighted and substandard areas in connection with redevelopment of the Project Area and to pay for all or a portion of the same from TIF Bond Proceeds (as defined below)

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

F. In order to help remove blight and substandard conditions and improve conditions in an economically underutilized area, the Agency is willing to enter into this agreement and to make a grant or grants to the Redeveloper to be used to reimburse the Redeveloper for all or a portion of the eligible costs incurred by Redeveloper and identified in Exhibit "B" (the "Redeveloper Project Costs"). The Agency and Redeveloper agree that such assistance is deemed essential to the redevelopment of the Project Area.

G. The Plan contains a provision dividing any ad valorem tax levied upon real property in the Project Area, for the benefit of any public body, for a period not to exceed fifteen (15) years after the effective date of the provision as provided for in *Neb. Rev. Stat. § 18-2147 et seq.* (Reissue 2012).

H. *Neb. Rev. Stat. § 18-2107* (Reissue 2012) and *§ 18-2150* (Reissue 2012) authorize the Agency to provide grants to private parties in order to accomplish rehabilitation or redevelopment of the Project Area in accordance with the Plan. In order to make a grant or grants to the Redeveloper, the Agency intends to issue tax increment financing indebtedness instrument or instruments in taxable series (collectively "TIF Bond") to be repaid with the tax increment revenues generated hereunder.

I. The Agency and Redeveloper enter into this Agreement to implement the Redevelopment Project for the above purposes and in accordance with the Plan.

J. The Agency and Redeveloper agree that the redevelopment of the Project Area 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.

In consideration of the above recitals which are made part of this Agreement and of the mutual covenants of this Agreement the parties agree:

## **ARTICLE I. ABILITY; REPRESENTATIONS AND WARRANTIES**

### **Section 101. Evidence of Redeveloper's Financial Ability**

A. Evidence of Redeveloper's Financial Ability. Redeveloper shall, more than thirty days (30) days prior to starting renovation and rehabilitation in the Project Area, 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 (or its affiliate) in connection with the Redevelopment Project. 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 Agency and City agree 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 Agency and City to proceed with its obligations under this Agreement.

### **102. Representations, Warranties and Covenants of Redeveloper.**

Redeveloper represents and warrants:

A. Redeveloper, a Nebraska limited liability company which is authorized and qualified to transact business in the State of Nebraska, is not in violation of any provisions of its articles or operating agreement, is authorized to enter into and perform its obligations under this Agreement and, to the best knowledge of the Redeveloper, is not in violation of the laws of the State of Nebraska.

B. Throughout the term of this Agreement, Redeveloper will reasonably endeavor to acquire, rehabilitate, operate and maintain the Redevelopment Project in accordance with the terms of this Agreement and all applicable local, state and federal laws and regulations.

C. The Redevelopment Project shall be completed by the Redeveloper at an estimated cost of One Million One Hundred Eighty One Thousand Nine Hundred Fifteen Dollars (\$1,181,915).

D. Redeveloper has received no notice or communication from any local, state or federal official or body that the activities of Redeveloper respecting the Redevelopment Project Area or the construction of the Redevelopment Project thereon may be or will be in violation of any law or regulation (including without limitation environmental, zoning, building code and public health laws and regulations).

Throughout the term of this Agreement and subject to the provisions of Section 713 of this Agreement, in the event of any casualty damage to the Redevelopment Project, as and to the extent owned by Redeveloper, if Redeveloper fails to repair and reconstruct such damaged portion or portions of the Redevelopment Project to a functioning facility having value for purposes of real property taxation at least equal to the value as most recently determined prior to the event or events of casualty loss, (a) in the event the Redeveloper is the owner of the TIF Bond, any remaining TIF Tax Revenues (defined below) shall be forfeited and the TIF Bond shall be cancelled and forgiven or (b) if the TIF Bond is held by a party other than the Redeveloper, the Redeveloper will pay to such holder of the TIF Bond the necessary amount to retire the TIF Bond in full (including interest).

E. Redeveloper will use its best efforts to obtain or to cause others to obtain, in a timely manner, all required permits, licenses and approvals and to meet all requirements of all applicable local, state and federal laws and regulations which must be met for the Redevelopment Project to be lawfully constructed, occupied or operated.

F. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement are

not prevented, limited or in conflict with (i) any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a Party or by which it is bound; or (ii) any past, pending or threatened litigation, court order, or administrative proceeding, by which Redeveloper is or might become bound.

G. The Redeveloper is not aware of any hazardous waste or other significant environmental pollution condition or hazard existing on or within the Project Area, except as described in the Plan or as set forth in the Blight and Substandard Determination Study relating to the Project Area.

H. The Redeveloper acknowledges and agrees that neither the Agency nor the City shall be obligated to pay any costs related to the Redevelopment Project other than costs to be paid from available grant monies, if any, and costs to be paid from the issuance of the Bonds. All costs of the Redevelopment Project, other than those costs which are to be provided for by the Agency shall be paid in full and there are and shall be no construction liens unpaid against the Redevelopment Project. Redeveloper agrees to provide for the construction of improvements located in the Project Area described in the Plan or as described in this Agreement, except to the extent that the Agency or the City of Norfolk, Nebraska shall agree otherwise by separate written agreement with the Redeveloper.

I. Redeveloper has made an economic and financial analysis of the Redevelopment Project and has specifically represented to the City and Agency that:

(i) the Redevelopment Project would not be economically feasible without the use of tax-increment financing and Redeveloper would not undertake the Redevelopment Project without tax-increment financing; and

(ii) the Redevelopment Project would not occur in the Project Area and Redeveloper would not construct the Redevelopment Project without the use of tax-increment financing.

J. No construction liens have been recorded with respect to the Redeveloper Property under the terms of the Nebraska Construction Lien Act, Neb. Rev. Stat. §§ 52-125 through 52-159 (the "Construction Lien Act") and the Redeveloper is not aware of any claims which as of the date of this Agreement can be expected to give rise to a construction lien under the Construction Lien Act. The



Redeveloper has purchased the Redeveloper Property and agrees it will not execute or deliver any notice of commencement under Neb. Rev. Stat. § 52-145, if any, until after the memorandum of this Agreement has been recorded in accordance with Section 301 hereof.

K. The Redeveloper certifies that (i) it does intend to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for a project located or to be located within the redevelopment project area for a total amount of up to \$10,000; (ii) that the Redeveloper will not seek a refund of the City's local option sales tax revenue; and (iii) no application has been approved under the Nebraska Advantage Act related to the project.

## ARTICLE II. TIF TAX AGREEMENT

**201. Grant of Funds from TIF Bond Proceeds.** In order to support redevelopment of the Project Area, the Agency agrees, to the extent allowed by law and the terms of this Agreement, and then only to the extent funds are lawfully available from the issuance of the TIF Bond and receipt of proceeds from the sale ("TIF Bond Proceeds") to make a grant or grants to reimburse Redeveloper for all or a portion of those eligible costs and expenses incurred by Redeveloper to construct the Redevelopment Project, an estimate of which is provided in Exhibit "B". The TIF Bond shall be issued and funds granted on or about January 2019.

### **202. TIF**

A. **TIF Tax Revenues.** In accordance with Section 18-2147 of the Act, the Agency hereby provides that any ad valorem tax on any real property in the Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section ("TIF Tax Revenues"). The effective date of this provision shall be set by the resolution of the Agency authorizing the issuance of the TIF Bond (the "Bond Resolution"). The ad valorem taxes shall be divided as follows:

- (i) That portion of the ad valorem tax on the real property in the Project

Area which is produced by levy at the rate fixed each year by or for each public body upon the "redevelopment project valuation" (as defined in the Act, hereinafter the "Redevelopment Project Valuation") shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies.

(ii) That portion of the ad valorem tax on the real property in the Project Area in excess of such Redevelopment Project Valuation, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency to pay the principal of, the interest on, and any premium due in connection with the TIF Bond, whether funded, refunded, assumed, or otherwise. When such TIF Bond, including interest and premium due, have been paid, the Agency shall so notify the County Assessor and County Treasurer and thereafter all ad valorem taxes upon real property in such Project Area shall be paid into the funds of the respective public bodies.

(iii) Upon request of the Redeveloper, the Agency shall give notice of division of taxes to the County Assessor as provided in Section 18-2147 of the Act.

B. **Issuance of TIF Indebtedness; Closing.** At the Closing (as defined below), the Agency shall issue a TIF Bond in an aggregate principal amount not to exceed the sum of \$143,290 and bearing interest from and after the date of issue at a rate of Six Percent (6.0%). Subject to the conditions set forth in Section 202.C below, the Agency shall issue the TIF Bond as and when determined appropriate by the Agency and at a time mutually agreed upon by the Redeveloper, but in no event earlier than thirty (30) days following the Agency's approval of the Bond Resolution (the "Closing"). The Closing shall be expressly subject to the conditions set forth in Section 202.C below.

The Agency shall have no obligation to find a lender or investor to acquire the TIF Bond, but rather shall issue the Bond to or to the order of Redeveloper upon payment of the principal amount thereof. The Redeveloper agrees to either purchase the TIF Bond at a price equal to the principal amount thereof or to find a purchaser for such Bond upon terms and conditions acceptable to the Agency. Neither the Agency nor the City shall have any obligation to provide for the sale of the TIF Bond. It is the sole responsibility of the Redeveloper to effect the sale of the TIF Bond by purchasing the bond, or arranging for the purchase, in accordance with the terms of this Agreement and otherwise in accordance with applicable law. Any such sale or placement of the TIF Bond shall be by means of a private placement to a financial institution or other institutional buyer capable of evaluating the risks of investment in the Bond. Any such purchaser shall provide

to the Agency an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, and in a form and substance satisfactory to the Agency.

Subject to the foregoing, it is anticipated that the TIF Bond shall be purchased by the Redeveloper or the Redeveloper's lender ("TIF Bond Purchaser ") and the Agency shall receive TIF Proceeds from the TIF Bond Purchaser to be deposited into an Agency account for payment of the Agency's TIF Bond cost of issuance and reimbursement. The grant made to the Redeveloper shall be made solely from the proceeds received from the TIF Bond Purchaser from the receipt of proceeds of the TIF Bond as issued for the Redeveloper Project Costs, provided that, as of such time, the Redeveloper has furnished evidence of the Redeveloper Project Costs satisfactory to the Agency. The total dollar amount of the TIF Bond shall be determined prior to its issuance based on the estimated amount of the tax increment to be generated on the Redeveloper Property as part of the Redevelopment Project, based upon the estimated taxable valuation of such property, which is expected to have an estimated taxable valuation of \$846,019. Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Redeveloper Project Costs certified pursuant to Section 202.C below, less any such costs that may have previously been reimbursed by the City and/or Agency.

Redeveloper acknowledges that interest on the TIF Bond may be includable in gross income for federal income tax purposes and subject to Nebraska state income taxation.

C. **Conditions to Issuance of TIF Bond.** The TIF Bond will not be issued until Redeveloper has:

(i) acquired fee title to the Project Area;

(ii) provided the Agency with a certification of Redeveloper Project Costs, prepared by an engineer or certified public accountant acceptable to the Agency, which shall contain detail and documentation showing the obligation for payment of Redevelopment Project Costs specified on the attached Exhibit B in an amount at least equal to the grant to be made to Redeveloper as provided herein;

(iii) provided assurance to the Agency and the City that it has paid or will pay for all costs of the Redevelopment Project, including (a) a guarantee of the payment for all amounts due to each person, as defined in Neb. Rev. Stat. § 49-801, that performed labor or furnished materials, equipment or supplies used in connection with the Redevelopment Project; and (b) evidence that all such persons have been paid and given lien waivers in exchange for payment; and

(iv) Redeveloper has certified or otherwise demonstrated that it is in compliance with the terms of this Agreement.

**203. Use of TIF Bond Proceeds.** TIF Bond Proceeds shall be used for and expended in the following priority:

FIRST PRIORITY: Reimburse the City for the cost of issuing the TIF Bond, including but not limited to bond counsel fees.

SECOND PRIORITY: Payment of grant or grants to reimburse Redeveloper for its Redeveloper Project Cost. The Agency and City shall not have any obligation to make a grant or grants to reimburse the Redeveloper for the Redeveloper Project Costs in excess of the available TIF Bond Proceeds as described above. Redeveloper shall use its own funds to fund any Redeveloper Project Costs and other related costs that exceed the TIF Bond Proceeds that are lawfully available and granted to the Redeveloper hereunder. The funds granted to Redeveloper are restricted and earmarked solely for the reimbursement of eligible Redeveloper Project Costs as shown on Exhibit B and adjusted upon certification to the Agency as provided herein, and the Redeveloper does not have discretionary judgment over the applications of said grant funds.

**204. Valuation of the Redeveloper Property.** The Agency intends to use the Bond Resolution to generate tax increment financing funds which shall be used to finance the issuance of the TIF Bond and to make the grant or grants to Redeveloper in accordance with this 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 Act which will be attributable to the redevelopment contemplated under this Agreement. The TIF Tax Revenues which are to be used to pay debt service on the TIF Bond will be derived from the increased valuation from redeveloping the Redeveloper Property as provided in this Agreement. Redeveloper agrees not to contest any taxable valuation assessed for the Redeveloper Property thereon which do not exceed \$846,019 commencing tax year 2020 and continuing for a period of not to exceed fifteen (15) years after the effective date of this Agreement or so long as any portion of the TIF Bond with respect to the Redevelopment Project remains outstanding and unpaid, whichever period of time is shorter.

**205. Debt Service for TIF Indebtedness.** The Agency 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 Resolution at a rate of six percent (6.0%)

per annum. Any debt service on the TIF Bond (including interest) to be paid from TIF Tax Revenues shall not constitute a general obligation or debt of the City or the Agency; and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in Section 202 of this Agreement. The TIF Bond shall not constitute an obligation of the State of Nebraska or of the City or Agency (except for such receipts as have been pledged pursuant to Section 18-2150 of the Act) and, neither the State or Nebraska nor the City or Agency shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 of the Act and except for any additional security or payment source as may be provided for in the Bond Resolution). Any excess TIF Tax Revenues resulting from the Tax Increment Provision on the Redeveloper Property not needed or required to retire the TIF Bond shall be expended by the City or returned to the applicable taxing authorities as provided in the Act. Any shortfall in anticipated TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Redeveloper Property, shall be borne entirely by the Redeveloper and TIF Bond Purchaser without recourse of any kind against the City or the Agency.

**206. Tax Increment Deficiency on TIF Bond.**

A. Redeveloper Purchased TIF Bond. The Redeveloper agrees and acknowledges that the Agency's obligations to pay principal and interest on the TIF Bond shall be limited to the annual TIF Tax Revenues received by the Agency. If the Redeveloper purchases the TIF Bond, any shortfall in the annual TIF Tax Revenues for any reason whatsoever, specifically including a decline in taxable valuation of the Redeveloper Property, shall be borne entirely by the Redeveloper without recourse of any kind against the City or the Agency. In the event the TIF Bond is not retired in full at the end of the Tax Increment Period, any remaining balance due on the TIF Bond shall be forgiven.

B. Lender Purchased TIF Bond. As noted above, any such lender shall sign an investor letter which shall also include an acknowledgement that the Agency's obligations to pay principal and interest on the TIF Bond shall be limited to the annual TIF Tax Revenues received by the Agency. If

Redeveloper's lender purchases the TIF Bond, any shortfall in the annual TIF Tax Revenues for any reason whatsoever, specifically including a decline in taxable valuation of the Redeveloper Property, shall be borne entirely by the Redeveloper and/or other TIF Bond Purchaser without recourse of any kind against the City or the Agency.

**207. Condemnation.** If during the Tax Increment Period, all or any portion of the Redeveloper Property is condemned by a condemning authority other than the City of Norfolk or the Agency, and the condemning authority or its successor in interest would not be obligated to pay real estate taxes upon that portion condemned, the City and/or the Agency shall be entitled to claim against the Condemner an interest in the property equal to the present value of the pro rata share of TIF Indebtedness outstanding as of the date of taking.

**208. Restriction on Transfer.** Redeveloper will not, for a period of fifteen (15) years after the Effective Date, or so long as the tax increment indebtedness remains outstanding, whichever period of time is shorter (the "Tax Increment Period"), convey the Project Area or any part thereof to any entity which would result in the underlying real estate being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions or subsidiaries or otherwise cause the nonpayment of such real estate taxes.

**209. Agreement to Pay Taxes.** Redeveloper agrees to pay all real property taxes levied upon the Redeveloper Property prior to the time such taxes become delinquent. This contractual obligation to pay such taxes prior to delinquency on the part of the Redeveloper shall cease upon expiration of the Tax Increment Period, but the Agency in no way waives the statutory obligation of Redeveloper to continue to pay real estate taxes. Redeveloper does not waive its right to protest or contest the valuation of such Redeveloper Property for tax purposes except as specifically provided in this Agreement.

**210. Agency Costs.** The Redeveloper shall reimburse the Agency and City for reasonable legal fees and costs incurred by the City or the Agency in connection with the issuance of the TIF Bond; provided that such fees and costs shall not exceed \$4,000. Such fees shall be payable in two equal

installments following the execution of agreement between the Agency and Redeveloper and the issuance of the Bond, respectively.

**211. No Discrimination.** The Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

### **ARTICLE III. COVENANTS TO RUN WITH THE LAND**

**301. Covenants to Run with the Land; Easement; Recording of Redevelopment Agreement.**

This Redevelopment Agreement shall constitute covenants running with the land binding upon Redeveloper and the Agency and their successors in interest and upon each successive owner of the Redevelopment Project Area or any portion thereof. The Redeveloper agrees that by the terms of this Agreement it is binding and obligating any and all of its interest in the Redeveloper Property, now or hereafter acquired, and covenants and warrants for the benefit of the Agency and the registered owners of the TIF Bond that the Redeveloper shall defend its interest in the Redeveloper Property against the claims and interests of any and all persons. Redeveloper and the Agency agree and acknowledge that a memorandum of this Agreement shall be recorded at the expense of the Agency against the Redeveloper Property in the office of the Madison County Register of Deeds and shall remain of record until the TIF Bond has been paid in full or until the passage of 15 years from the Effective Date described in Section 715. To the extent that this Agreement does not have priority by order of recording over each and every mortgage or other instrument securing indebtedness of the Redeveloper, Redeveloper agrees to obtain a written agreement in recordable form from each mortgagee or other encumbrancer having priority, which subordinates, acknowledges and agrees to the terms of this Agreement. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Redeveloper Property after the recording of the memorandum of this Agreement and before the issuance of the TIF

Bond. After the TIF Bond has been paid in full or expiration of the fifteen (15) years after the Effective Date of this Agreement, whichever is earlier, Redeveloper or any successor in interest of the Redeveloper shall have the right to request in writing and the Agency shall, upon such request, execute and deliver an appropriate instrument evidencing the termination of this Agreement. The Agency shall have the right, from time to time in its sole and reasonable discretion, to release specific parcels or lots located within the Redevelopment Project Area from any or all of the specific provisions of this Agreement.

#### ARTICLE IV. INSURANCE

**401. Construction Period.** During the construction period, Redeveloper shall keep the Redeveloper Property, 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 recommence construction to its prior condition within nine (9) months from the date of the damage or destruction, and shall diligently pursue the same to completion. Upon written demand by Agency, Redeveloper shall provide a certificate of insurance evidencing said coverage within a commercially reasonable period of time.

**402. Tax Increment Period.** During the tax increment period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to use good faith efforts to commence restoration of the private improvements to its prior condition within nine (9) months from the date of the damage or destruction, diligently pursuing the same to completion. Upon written demand by Agency, Redeveloper shall provide a certificate of insurance evidencing said coverage within a commercially reasonable period of time.



## ARTICLE V. DEFAULT AND REMEDIES UPON DEFAULT

**501. Default and Remedies upon Default.** Redeveloper and Agency agree with respect to any defaults or failures of performance by Redeveloper or Agency as follows:

A. Events of Default. The following shall constitute "Events of Default" under the terms of this Agreement:

(i) failure by Redeveloper or Agency to observe timely or perform timely any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

(ii) any representation or warranty made herein by Redeveloper or Agency proves untrue in any respect reasonably deemed to be material by the Agency or Redeveloper;

(iii) an event of default or material breach by or attributable to Redeveloper or Agency under any other statutory or contractual obligation relating to the Redevelopment Project or any portion thereof including without limitation breach of the terms of any agreement or other instrument relating to the financing or construction of the Redevelopment Project; or

(iv) the Redeveloper makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt or petitions for an order for relief, petitions or applies to any tribunal for the appointment of any receiver or any trustee or a debtor in possession of the Redeveloper or any part of its property or commences any proceeding related to the Redeveloper under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code, law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the Redeveloper any such proceedings and the Redeveloper by any act indicates its consent or approval of or acquiescence in any such proceeding or the appointment of any receiver or any trustee or debtor in possession for the Redeveloper or any part of its property or suffers any such receivership or trusteeship.

B. Remedies. If an Event of Default occurs, in addition to all other remedies available to the Agency or Redeveloper at law or in equity, the Agency or Redeveloper (i) may suspend its performance under this Agreement, including an order to the City Treasurer or any other appropriate officer to suspend contracting for public improvements or disbursement of monies for costs of public improvements or other improvements until receiving assurances from Redeveloper or Agency, deemed adequate by the Agency, that Redeveloper or Agency has cured the default and will continue performance under this

Redevelopment Agreement and (ii) may take such action at law or in equity as the Agency or Redeveloper reasonably deem appropriate, including specific performance or injunction to enforce or compel performance of the provisions of this Redevelopment Agreement.

C. Specific Performance. Redeveloper acknowledges and agrees that the Agency or any registered owner of any Bond outstanding under the Resolution shall each be entitled to specific performance and injunction or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law and Redeveloper hereby waives the right to raise such defense in any proceeding equity.

D. Remedies Cumulative. No remedy herein conferred upon or reserved to the Agency or the registered owner of any of the Bonds is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

E. Non-Waiver. If any provision of this Agreement should be breached by any Party or beneficiary and hereafter waived by any other Party or beneficiary, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## ARTICLE VI. SECURITY

### 601. Bonds.

A. Penal Bond. Pursuant to *Neb. Rev. Stat. §§ 18-2151* (Reissue 2012), Redeveloper shall furnish or cause to be furnished to the City a penal bond with good and sufficient surety in the amount of the payment costs. With respect to private improvements, the Agency finds that a penal bond executed

by the Redeveloper or the Redeveloper and any other affiliate of Redeveloper providing evidence of Redeveloper's financial ability as provided in Section 101 hereof shall constitute good and sufficient surety.

B. Payment Bond. Pursuant to *Neb. Rev. Stat. § 52-118*, Redeveloper shall submit proof to the City that Redeveloper's general contractor or applicable subcontractor has furnished Redeveloper with a payment bond or bonds with a corporate surety company in a sum not less than the contract price for public improvements to the water main, sewer main, and storm sewer system which are located in the public right-of-way, *if any*, (hereinafter collectively referred to as the "Right of Way Improvements"). Such bonds shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to each person, as defined in *Neb. Rev. Stat. §49-801* (Reissue 2012), that performed labor or furnished materials, equipment or supplies used in the prosecution of the Right of Way Improvements.

C. Indemnification. Redeveloper agrees to indemnify and hold both the Agency and the City harmless to the extent of any payments in connection with carrying out construction of the private improvements the Agency and/or City may be required to make for failure of Redeveloper or its contractor to make payments 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 construction of such improvements.

## ARTICLE VII. MISCELLANEOUS

701. Release and Indemnification. The Agency and its governing body, officers, agents (including independent contractors), consultants, legal counsel, servants, and employees are, for purposes of this Section, the "Indemnified Parties." Redeveloper releases, and agrees to hold the Indemnified Parties harmless from liability for any loss or damage to property, or personal injury to or death of any person resulting from any work or other legal activity on the Redeveloper Property, or from any defect in

the Redevelopment Project.

**702. Status of Agency and City.** Neither the Agency nor the City is or shall be regarded as the partner, joint-venturer or other jointly acting party with the Redeveloper for any purpose whatsoever and the undertakings and agreements on the part of the Agency are undertaken solely pursuant to the provisions of the Act and for the limited governmental purposes of promoting and encouraging redevelopment of a blighted and substandard area. The Redeveloper or its successors and assignees are and shall remain in control of the Redevelopment Project for all purposes, except that the City of Norfolk is and shall be the owner of and shall be in control of all public street, sewer and water improvements constituting a part of or serving the Redevelopment Project.

**703. Indemnity.** The Redeveloper hereby agrees to indemnify and save the Agency harmless for any payment or liability to which the Agency may become subject for carrying out of any contract entered into by the Redeveloper with respect to the Redevelopment Project. The Redeveloper agrees to provide to the Agency evidence that there is in effect a bond for the payment costs as required under *Neb. Rev. Stat. § 18-2151 (2012)*.

**704. Additional Parties Added as Redeveloper.** Additional parties or entities may be admitted to and included within the meaning of the term "Redeveloper" by amending this Agreement in writing.

**705. Agreement Binding Upon Successors and Assigns.** This Agreement is made for the benefit of the Redeveloper, the Agency and the registered owners from time to time of the TIF Bond as third party beneficiaries. This Agreement shall be binding upon the Agency and Redeveloper, and their respective successors in interest. With the prior written consent of the Agency, the Redeveloper may assign its interest in the Redevelopment Project, in whole or in part, provided that the assignee (the "Assignee") agrees by written instrument duly acknowledged and in recordable form, to be bound by the terms of the Plan and this Redevelopment Agreement. Such consent shall not be unreasonably withheld by the Agency. If Redeveloper assigns its rights and obligations under this Redevelopment Agreement, in whole or in part, to any assignee, the Redeveloper and the Assignee shall both be bound by the terms of the Plan and this Redevelopment Agreement (as and to the extent of any such assignment with respect to the Assignee). No assignment by the Redeveloper to the Assignee shall be effective until a written

instrument binding the Assignee under the terms of the Plan and this Redevelopment Agreement (as and to the extent of such assignment), duly acknowledged and in recordable form, has been executed and delivered by the Assignee and recorded in the real estate records of Madison County with respect to the Redeveloper Property.

**706. Titles of Sections.** Any titles of the several Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions.

**707. Notices.** Except as otherwise specified, all notices shall be in writing and shall be given by United States mail or by other telecommunication device capable of creating a written record of the notice and its receipt. Notices hereunder shall be addressed:

- (a) in the case of Redeveloper, if mailed to or delivered personally to:

CEB, LLC  
125 South 4<sup>th</sup> Street  
Norfolk, NE 68701

- (b) in the case of Agency, if mailed to or delivered personally to: The Community Development Agency at Offices of the City of Norfolk, 309 North 5th Street, Norfolk, Nebraska 68701, Attention City Treasurer.

Each such notice, request or other communication shall be effective (i) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (ii) if given by any other means, when delivered at the addresses specified in this Section or at any such other address as either party may, from time to time, designate in writing and forward to the other as provided in this Section.

**708. Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case, for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative and unenforceable in any other case or circumstance, or of rendering any other provision or provisions inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases,

sentences, clauses, sections or paragraphs of this Agreement shall not affect the remaining portions of this Agreement.

709. **Law Governing.** This Agreement shall be governed and construed in accordance with the laws of Nebraska.

710. **Time of the Essence.** Time shall be of the essence of this Agreement.

711. **Termination.** This Agreement shall commence as of the date first above written and shall terminate fifteen (15) years after the effective date set forth in the Bond Resolution.

712. **Force Majeure Event.** Neither the Redeveloper nor the Agency shall be considered in breach or default under this Agreement in the event of delay in the performance due to unforeseeable causes beyond its control and without its fault or negligence, caused by a Force Majeure Event. Force Majeure Event is defined as any failure or delay in performance that is proximately caused by acts of God, or wars or insurrections; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Redeveloper or the Agency, as the case may be, shall be extended for the period of the delay as determined by the mutual agreement of the Redeveloper and the Agency; provided, that the Redeveloper or the Agency, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified the Redeveloper or the Agency (as applicable) in writing of the cause, and requested an extension for the period of the enforced delay.

713. **Effect of Redevelopment Agreement.** This Agreement (including the Plan as incorporated by reference) constitutes the entire understanding by and between the parties and supersedes and replaces all prior agreements. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between the parties relating to the subject matter not embodied in this Agreement shall be of any force and effect.

714. **Effective Date of Ad Valorem Tax Provision.** The Effective Date of the ad valorem tax provision for the Redevelopment Project shall be established by the Bond Resolution, but is

expected to be January 1, 2019, ("Effective Date"); with the taxable base for purposes of this Agreement anticipated to be the valuation as of January 1, 2018 . The Agency will deliver written notice to the County Assessor on or before August 1st of the year in which the Effective Date occurs to divide the property taxes in the Project Area and use the last certified valuation to divide the taxes for the remaining portion of the fifteen (15) year period as described in Section 18-2147 of the Act.

**715. Conditions Precedent for Enforcement of Provisions.** The terms and conditions of this Redevelopment Agreement shall be null and void and no longer enforceable in the event that the Redeveloper fails to provide proof of title to the Redevelopment Property by January 1, 2019, and provide the information required in Section 101 A of this agreement.

IN WITNESS WHEREOF, Agency and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

SIGNATURE PAGE TO FOLLOW

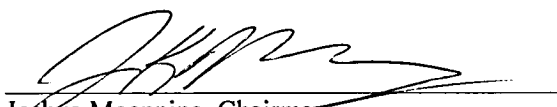
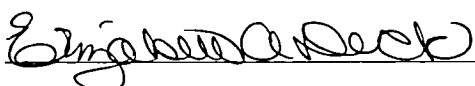
REDEVELOPER

CEB, LLC

By:   
Its Managing Member

JARED FALTYS

Community Development Agency of the City of Norfolk, Nebraska.

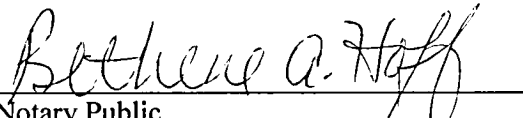
  
Joshua Moenning, Chairman  
Elizabeth Deck, Secretary

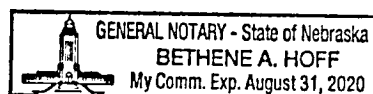
STATE OF NEBRASKA )

)ss

COUNTY OF MADISON )

Subscribed and sworn to before me by Jared Faltys, Managing  
Member of CEB, LLC on behalf of the limited liability company, on this 29<sup>th</sup> day of December, 2017.

  
Notary Public  
Bethene A. Hoff



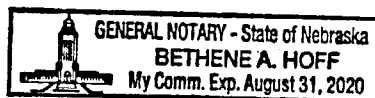
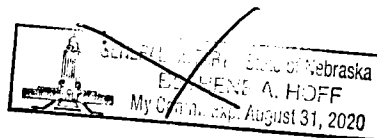


STATE OF NEBRASKA     )  
                                  ) ss  
COUNTY OF MADISON )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2017, by Joshua Moenning and Elizabeth Deck, Chairman and Secretary, respectively, of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of the Agency.

Bethene A. Hoff  
Notary Public

Bethene A. Hoff



## Exhibit "A"

## Legal Description of the Redeveloper Property

East 21.5 feet of Lot 3, Burrows and Egberts Addition, City of Norfolk, Madison County, Nebraska, commonly known as 405 West Norfolk Avenue;

West 2 feet 10 inches of Lot 3, Burrows and Egberts Addition, City of Norfolk, Madison County, Nebraska commonly known as 407 West Norfolk Avenue;

Lot 1, Pilgers Addition City of Norfolk, Madison County, Nebraska commonly known as 407 West Norfolk Avenue;

Lot 2 Pilgers Addition City of Norfolk, Madison County, Nebraska, commonly known as 409 West Norfolk Avenue;

Lot 3 Pilgers Addition City of Norfolk, Madison County, Nebraska, commonly known as 411 West Norfolk Avenue.

Exhibit "B"  
Sources and Uses of TIF Funds

	<u>TIF Bond Proceeds</u>	<u>Redeveloper Funds</u>
Exterior Façade	\$122,640	\$ 0
Windows and doors	\$ 16,650	\$ 34,332
Balance of Rehabilitation	<u>\$ 0</u>	<u>\$1,004,293</u>
TOTAL IMPROVEMENTS	\$139,290	\$1,038,625
TIF related professional fees	<u>\$ 4,000</u>	<u>\$ 0</u>
GRAND TOTALS	<u>\$143,290</u>	<u>\$1,038,625</u>

TIF Grant not to exceed \$143,290. Category totals will be adjusted to actual expenses certified to Agency.

RESOLUTION NO. 2021-12

**WHEREAS**, Members of the Community Development Agency of the City of Norfolk (the Agency) approved Resolution No. 2021-6 on July 19, 2021 approving the Second Amendment to the Redevelopment Agreement between the Agency and Nor-Park Development, LLC; and

**WHEREAS**, the Agency Treasurer was authorized to file on or before August 1, 2021 the Notice to Divide Tax for Phase 2 of the Nor-Park Development, L.L.C. Housing Development, which was attached as Exhibit 1 to the Second Amendment to the Redevelopment Contract; and

**WHEREAS**, the Notice to Divide Tax attached to Resolution 2021-6 did not specify that it was for Phase 2 of the Nor-Park Development, L.L.C. Housing Development; and

**WHEREAS**, the Agency Treasurer filed the revised Notice to Divide Tax attached to this resolution with the Madison County Assessor on July 26, 2021 specifying Phase 2 of the Nor-Park Development, L.L.C. Housing Development.

**NOW, THEREFORE, BE IT RESOLVED** by the Members of the Community Development Agency of the City of Norfolk, Nebraska,

Section 1. The filing of the revised Noticed to Divide Tax is hereby ratified.

Section 2. The Notice to Divide Tax attached as Exhibit 1 to Second Amendment to the Redevelopment Agreement approved by Resolution 2021-6 is replaced by the revised Notice to Divide Tax attached to this resolution.

PASSED AND APPROVED this 2nd day of August, 2021.

\_\_\_\_\_  
Chairperson (Mayor)

ATTEST:

\_\_\_\_\_  
Secretary (City Clerk)

( S E A L )

Approved as to form: \_\_\_\_\_  
Danielle Myers-Noelle, City Attorney

# Notice to Divide Tax for Community Redevelopment Project Tax Increment Financing (TIF) Project

This section must be completed by the City or Community Redevelopment Authority (CRA).

County Name

Madison

City Where TIF Project is Located

Norfolk

Number of Years for Project

15

Name of TIF Project

Nor-Park Development, LLC Housing Development - Phase 2

Redevelopment Plan Type



Standard



Expedited



Extremely Blighted

Provide a brief description of the TIF project and what the funds will be used for.

The project is a new subdivision that will include 56 apartments, 37 townhomes and 28 single family homes.

The funds will be used for site acquisition, site preparation, site utility, city legal expense and TIF bond interest.

Calendar year in which the division of real property tax becomes effective.

2021

Base Value Year (Year prior to the calendar year in which the division of real property becomes effective).

2020

Specify the real property parcels, as defined in [Neb. Rev. Stat. § 77-132](#), and as contained in the files of the county assessor, included in the TIF project. Please provide legal descriptions, parcel ID numbers, or street addresses. Additionally, describe the location and boundaries of all parcels included in the redevelopment plan. Attach a map, if one is available.

Lots Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Nineteen (19) and Twenty (20) and Lots Thirty-Five A (35A), Thirty-Five B (35B), Thirty-Six A (36A) and Thirty-Six B (36B), all in Block 2 of Nor-Park Subdivision to the City of Norfolk, Madison County, Nebraska

City/CRA Official Name (print)

Randy Gates

Phone Number

402-844-2011

Email Address

rgates@norfolkne.gov

Under penalties of law, I declare that I am the authorized representative of the city or CRA, and that I have provided all required information to the county assessor on or before August 1 of the calendar year that the division of real property tax becomes effective.

sign  
here



Authorized Signature

Treasurer

Title

07/19/2021

Date

This Section Must Be Completed by the County Assessor

Amount of Real Property Base Value Determined for the TIF Project specified on this Notice: \$ \_\_\_\_\_

Parcel ID Numbers (if not stated above):

TIF Excess Authority/Fund Code: \_\_\_\_\_

TIF Base Tax District Code: \_\_\_\_\_

CTL Report TIF Sequence Number: \_\_\_\_\_

School District Code: \_\_\_\_\_



County Assessor's Signature

Date

Upon completion of the Notice to Divide Tax for TIF, the county assessor must retain the original and provide copies to the City/CRA, county treasurer, and Nebraska Department of Revenue, Property Assessment Division.