

# **Agenda Packet**

## **COMMUNITY DEVELOPMENT AGENCY**

Tuesday, January 2, 2024  
5:15 p.m.

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Notice of Meeting  
Community Development Agency

The Community Development Agency will meet on Tuesday, January 2, 2024 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 (December 27, 2023)  
1 P.O.P.

COMMUNITY DEVELOPMENT AGENCY

AGENDA

January 02, 2024

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 December 4, 2023 Agency meeting.  | <b>Motion</b>            |
| 6. Consideration of Resolution No. 2024-1 authorizing issuance of a tax increment revenue bond not to exceed \$1,808,132 for Medelmans Lake Redevelopment Project - Phase II. | <b>Resolution 2024-1</b> |
| 7. Consideration of Resolution No. 2024-2 approving the Redevelopment Contract with North Kings Highway, LLC, for the Sunset Plaza Redevelopment Project.                     | <b>Resolution 2024-2</b> |

STAFF MEMORANDUM  
COMMUNITY DEVELOPMENT AGENCY

January 02, 2024

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 **Motion**
5. Approve the minutes of the December 4, 2023 Agency meeting. **Motion**

See Enclosure 5.

6. Consideration of Resolution No. 2024-1 authorizing issuance of a tax increment revenue bond not to exceed \$1,808,132 for Medelmans Lake Redevelopment Project - Phase II. **Resolution 2024-1**

The Agency entered into a Redevelopment Contract dated June 6, 2022 authorizing issuance of a tax increment revenue bond not to exceed \$1,808,132 for the Medelmans Lake Redevelopment Project - Phase II. The Redeveloper provided documentation of more than \$1,808,132 of TIF-eligible expenditures for Phase II and requested issuance of the 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. The Agency Treasurer recommends approval of Resolution No. 2024-1 authorizing bond issuance.

See Enclosure 6.

7. Consideration of Resolution No. 2024-2 approving the Redevelopment Contract with North Kings Highway, LLC, for the Sunset Plaza Redevelopment Project. **Resolution 2024-2**

On December 18, 2023 the City Council approved the Redevelopment Plan for the Sunset Plaza Redevelopment Project. Resolution No. 2024-2 approves the Redevelopment Contract with North Kings Highway, LLC, to implement this project.

The Redevelopment Project will consist of the renovation and rehabilitation of the existing Sunset Plaza Mall and it is anticipated that the associated renovations will occur in two phases.

First, Redeveloper intends to undertake the renovations required by Kohl's, Planet Fitness and TJ Maxx in order to secure their occupancy (referred to herein as "Phase One"). The construction undertaken as part of Phase One will focus on retrofitting the prior Herberger's space into three separate spaces (anticipated to be Kohl's, Planet Fitness and TJ Maxx). Such renovations will include, without limitation, replacement and/or repair of the associated sidewalks and parking lots, landscaping, storm sewer and curb improvements, extension of sanitary sewer, water and electric, construction of a new loading dock, exterior façade enhancements, and interior tenant improvements.

The Phase Two renovations will include, without limitation, replacement and/or repair of the associated sidewalks and parking lots, landscaping, exterior façade enhancements, renovation of hallways and food court, and interior tenant improvements for the remainder of the mall.

Total project costs, including private improvements, are expected to be more than \$22,500,000. The eligible Phase Two improvement costs are expected to be almost \$4 million. The Redeveloper is requesting TIF in the amount of \$3,500,000 for eligible Phase Two improvements.

See Enclosure 7.

## COMMUNITY DEVELOPMENT AGENCY

The Community Development Agency of the City of Norfolk, Nebraska, met in the Council Chambers, 309 N 5th Street, Norfolk, Nebraska, on Monday, December 4, 2023, beginning at 5:15 p.m.

Chairman Moenning called the meeting to order.

Roll call found the following Agency members present: Frank Arens, Shane Clausen, Kory Hildebrand, Thad Murren, Justin Snorton, Justin Webb, and Josh Moenning. Absent: Corey Granquist and Andrew McCarthy.

City staff members present were City Administrator Andy Colvin, City Attorney Danielle Myers-Noell, Finance Officer Randy Gates, City Clerk Brianna Duerst, Public Works Director Steve Rames, Operations Manager Lyle Lutt, Assistant City Engineer Anna Allen, Communications Manager Nick Stevenson, Economic Development Director Candice Alder and City Planner Val Grimes.

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

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

### Minutes

(November 6, 2023 CDA Minutes)

Arens moved, seconded by Clausen to approve the minutes of the November 6, 2023, Agency meeting as printed. Roll call: Ayes: Arens, Clausen, Hildebrand, Murren, Snorton, Webb and Moenning. Nays: None. Absent: Granquist and McCarthy. Motion carried.

### Sunset Plaza Redevelopment Project

(Resolution 2023-19)

Arens moved, seconded by Snorton to approve Resolution No. 2023-19 recommending approval of the Redevelopment Plan for the Sunset Plaza Redevelopment Project and authorization to forward to the City Council.

Agency Treasurer Randy Gates provided information to agency members. The Project Site is approximately 20.68 acres of developed property. The Redevelopment Project will consist of the renovation and rehabilitation of the existing Sunset Plaza Mall, and it is anticipated that the associated renovations will occur in two phases. First, the redeveloper intends to undertake the renovations required by Kohl's, Planet Fitness and TJ Maxx in order to secure their occupancy (referred to herein as "Phase One"). The construction undertaken as part of Phase One will focus on retrofitting the prior Herberger's space into three separate spaces (anticipated to be Kohl's, Planet Fitness and TJ Maxx). The redevelopment plan anticipates the TIF will be used for Phase Two renovations. The Phase Two renovations will include, without limitation, replacement and/or repair of the associated sidewalks and parking lots, landscaping, exterior façade enhancements, renovation of hallways and food court, and interior tenant improvements for the remainder of the mall. While Redeveloper may be able to undertake the initial renovations without TIF, it could not complete the broader rehabilitation of Sunset Plaza Mall.

The cost of public improvements, site acquisition, and other TIF-eligible costs are expected to be approximately \$15,463,466. Total project costs, including private improvements, are expected to be more than \$22,500,000. The redeveloper is requesting TIF in the amount of \$3,500,000.

Jim McKenzie, 1412 Longhorn Drive, expressed concern with inconsistencies in the plan and said he doesn't feel the plan complies with Nebraska Community Development Law because the developer is proceeding with Phase I of the project without TIF. McKenzie said the base value contemplated in the plan is not consistent with the Madison County Assessor and said a base value post completion of Phase I should be used in order to calculate the amount of eligible TIF accurately. McKenzie asked if legal counsel had reviewed these issues.

Mark Nelson, 1503 Charolais Dr, expressed concern with the effect TIF has on citizens.

Russ Wilcox, 1627 Blackberry Dr, said TIF is an important part of economic development, one of the only tools for economic development in Norfolk. Wilcox noted that without TIF, these projects simply don't happen so, from a community perspective, TIF is valuable.

Tim Tighe, 2115 J Paul Dr, spoke in support of the project and said a project like this is where TIF needs to be used. Tighe also spoke of the increased sales taxes redevelopment of the mall will bring.

Gates said the city's TIF counsel has reviewed the plan and said there is no requirement in state statute that says part of the project can't be done before the redevelopment plan is approved. Expenses incurred prior to the redevelopment plan's approval cannot be reimbursed by TIF. Gates noted the bonds are paid from incremental taxes and the draw bond assumes the Assessor based value of \$9 million.

City Administrator Andy Colvin noted the project was started prior to approval of the redevelopment plan out of necessity and the owner/redeveloper is shouldering the risk.

Roll call: Ayes: Arens, Clausen, Hildebrand, Murren, Snorton, Webb, and Moenning. Nays: None. Absent: Granquist and McCarthy. Resolution 2023-19 was adopted.

There being no further business the Chairman adjourned the meeting at 5:46 p.m.

ATTEST:

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

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

( S E A L )



**RESOLUTION NO. 2024-1**

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 Community Development Law, Nebraska Revised Statutes sections 18-2101 et. seq. (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 Act; that there has been prepared a redevelopment plan, entitled "Redevelopment Plan for Medelmans Lake Redevelopment Area of the City of Norfolk, Nebraska", as amended (the "Plan"), for the redevelopment of the real estate described therein (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, all in compliance with the Act;

(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 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 21st day of August, 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* on July 28, 2017 and August 4, 2017, and, after such hearing, the Mayor and Council gave their approval to the Plan, and that on the 16th day of May, 2022, the Mayor and Council of the City held a public hearing on an amendment to the Plan, for which notice was given by publication prior to such hearing in the *Norfolk Daily News* on April 29, 2022 and May 6, 2022, and, after such hearing, the Mayor and Council gave their approval to the Plan, as amended;

(f) that the Plan, among other things, calls for the phased construction of approximately 188 single-family residences, and associated improvements related thereto (the "Project");

(g) that Medelmans Lake Development, Inc., a Nebraska corporation (hereafter referred to as the "Redeveloper") has undertaken or will undertake the second phase of the Project, as described in the redevelopment contract between the Agency and 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 second phase of the Project includes the construction of approximately twenty (20) single family residential homes, including approximately seventeen (17) lakefront dwellings and approximately three (3) off-lake dwellings, and associated improvements ("Phase Two") over the course of multiple subphases;

(i) that Phase Two will occur on a portion of the Project Area, described in Exhibit A attached hereto and incorporated herein (the "Phase Two Area");

(j) that the Agency, upon the written request of Redeveloper, timely filed a "Notice to Divide Tax" for the first subphase of Phase Two with the county assessor for Madison County, Nebraska, before August 1, 2023, and shall file such additional notices in each successive year upon the written request of Redeveloper for the subsequent subphases of Phase Two;

(k) that the Redeveloper has incurred or is expected to incur costs of approximately \$2,528,581 relating to creation of the buildable lots within the Phase Two Area pursuant to the Plan and the Redevelopment Contract;

(l) 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 redevelopment in the Phase Two Area 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 \$1,808,132.00;

(m) that the Redevelopment Contract provides that the Agency and the City will assist the Redeveloper with certain grant assistance via issuance of the bond as provided for in this Resolution;

(n) that all ad valorem taxes received by the Agency's Treasurer related to the Phase Two Area shall be allocated to the bond pursuant to the terms of said bond and this Resolution;

(o) that this Resolution relates to issuance of a bond for the eligible costs of redevelopment of Phase Two of the Project only, and any bond(s) for separate phases of the Project shall be authorized and issued pursuant to separate resolution(s); and

(p) 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 law.

Section 2. A tax increment revenue bond in an amount not to exceed One Million Eight Hundred Eight Thousand One Hundred Thirty-Two Dollars (\$1,808,132.00) 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 (Medelmans Lake Redevelopment Project – Phase II), Series 2024" (herein referred to as the "Bond"). The Bond shall be issued in the single denomination in an amount not to exceed \$1,808,132.00. The Bond shall be dated as of the date of its delivery ("Dated Date") and shall bear interest from such date. The Bond shall bear interest from the Dated Date until maturity (or earlier redemption) at the rate of five percent (5.0%) per annum. The principal of the Bond shall become due upon the earlier of the January 1 following the date that all excess ad valorem real estate taxes for the final subphase of Phase Two have been divided and collected in conformance with Section 18-2147 of the Act, or January 1, 2044, 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 June 1, 2024, 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.

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 Payment Account (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 (MEDELMANS LAKE REDEVELOPMENT PROJECT – PHASE II)  
SERIES 2024**

Dated Date: \_\_\_\_\_, 2024

Principal Amount

Interest Rate Per Annum

\$1,808,132.00

5.0%

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 June 1, 2024, and semiannually thereafter on June 1 and December 1 of each year. The maturity of this bond shall be the earlier of the January 1 following the date that all excess ad valorem real estate taxes for the final subphase of Phase Two (as defined in the Resolution) have been divided and collected in conformance with Section 18-2147 of the Nebraska Community Development Law, sections 18-2101 et seq., of the Nebraska Revised Statutes, as amended or replaced (the “Act”), or January 1, 2044, subject to the terms herein.

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 Agency, 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 Million Eight Hundred- Eight Thousand One Hundred Thirty-Two Dollars (\$1,808,132.00) issued by the Agency for the purpose of paying a portion of the costs of Phase Two of the 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 August 21, 2017, as amended on May 16, 2022 (the "Plan"), all in compliance with 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. To the extent this bond does not match the form of bond set forth in the Redevelopment Contract, acceptance of this bond by the registered holder shall be deemed a waiver under the Redevelopment Contract of any such discrepancies.

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 "Phase Two Area" (as defined in the Resolution) for all taxes received by the Agency's Treasurer attributable to the Phase Two Area which are received by said Treasurer as of and from and after January 1 of the year following the effective date for each subphase of Phase Two, and which are attributable to valuation increases of the real estate within the Phase Two Area with respect to such subphase, based on valuation increases in excess of the "redevelopment project valuation" under Section 18-2103(29) of the Act, determined as of January 1 of the year prior to the effective date for each such subphase.



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.**

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 \_\_\_\_\_, 2024.

COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF NORFOLK, NEBRASKA

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
_____, 2024	_____	(Sample – Do Not Sign)

Section 7. This Resolution hereby sets forth January 1, 2023, with respect to the first subphase of Phase Two, and January 1 of the year that a notice of divide is filed with respect to any subsequent subphase of Phase Two, as the effective date after which ad valorem taxes on real property located within the area encompassing such subphase are to be apportioned pursuant to Section 18-2147 of the Act, as amended. As of and from and after January 1, 2024, with respect to the first subphase of Phase Two, and the January 1 of the year following the effective date of any subsequent subphase that is part of Phase Two, that portion of the ad valorem taxes collected on the real estate located within the Phase Two Area which is described in subdivision (1)(b) of Section 18-2147 of the Act, as amended, and which ad valorem taxes are attributable valuation increases in excess of the "redevelopment project valuation" under Section 18-2103(29) of the Act, determined as of January 1, 2022, with respect to the first subphase of the Project, and January 1 of the year prior to the effective date of any subsequent subphase that is part of Phase Two (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the "Community Development Agency — Medelmans Lake Phase II Project Fund" (the "Bond Payment Account") to be held by the Agent for application to payments on the Bond. Notwithstanding anything to the contrary, nothing in this Resolution shall authorize or obligate the Agency to collect excess ad valorem taxes on the real estate included as part of any subphase of Phase Two for more than fifteen (15) years from the effective date from such subphase.

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 Phase Two Area and so paid into the Bond Payment Account as a prior and first lien upon said receipts for the security and payment of the Bond. Monies held in the Bond Payment Account 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 Payment Account.

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 \_\_ day of \_\_\_\_\_, 2024.

(SEAL)

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

ATTEST:

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

Exhibit A

Legal Description of the Phase Two Area

Lots 15 through 31, 251, 280, and 281, and Outlots D, E, and F, Medelmans Lake Subdivision  
2nd Addition to the City of Norfolk, Madison County, Nebraska.

Exhibit B  
Redevelopment Contract

(See attached)

## REDEVELOPMENT CONTRACT

### (MEDELMANS LAKE REDEVELOPMENT PROJECT - PHASE II)

This Redevelopment Contract is made and entered into as of the <sup>jn</sup> 16 day of June, 2022, by and between the Community Development Agency of the City of Norfolk, Nebraska ("CDA") and Medelmans Lake Development, Inc., a Nebraska corporation ("**Redeveloper**").

### RECITALS

A. The CDA is a duly organized and existing community development agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract.

B. The Mayor and City Council of the City of Norfolk, Nebraska (the "**City**"), in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 to 18-2154, as amended (collectively the "**Act**"), has adopted a redevelopment plan entitled: "Redevelopment Plan for Medelmans Lake Redevelopment Area," as amended and supplemented (the "**Redevelopment Plan**").

C. The Redevelopment Plan contemplates a redevelopment project consisting of the phased construction of single-family housing (the "**Project**") within a portion of a blighted and substandard area in the City owned by Redeveloper (the "**Project Site**").

D. Redeveloper and the CDA previously entered into a redevelopment contract for the first phase of the Project.

E. The second phase of the Project ("**Phase II**"), which is the subject of this Redevelopment Contract, involves the construction of approximately twenty (20) single family residential homes comprising of approximately seventeen (17) lakefront dwellings and three (3) off-lake units, and associated improvements, on a portion of the Project Site, as legally described in Exhibit "A", attached hereto and incorporated herein (the "**Phase II Project Site**").

F. The CDA has approved Redeveloper's proposed Project, inclusive of Phase II, including the utilization of tax-increment financing to assist in the cost of the eligible improvements defined in this Redevelopment Contract.

G. The CDA and the Redeveloper desire to enter into this Redevelopment Contract for the redevelopment associated with Phase II of the Project.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the CDA and the Redeveloper do hereby covenant, agree and bind themselves as follows:

**ARTICLE I  
DEFINITIONS AND INTERPRETATION**

**Section 1.01      Terms Defined in this Redevelopment Contract.**

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A.     **“Act”** means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 through 18-2154, as amended, and acts amendatory thereof and supplemental thereto.

B.     **“CDA”** means the Community Development Agency of the City of Norfolk, Nebraska.

C.     **“City”** means the City of Norfolk, Nebraska.

D.     **“Effective Date”** means the date for each Sub-Phase of Phase II, as described in Section 3.01 of this Redevelopment Contract, for the purpose of dividing the ad valorem taxes generated by each such Sub-Phase pursuant to Section 18-2147 of the Act.

E.     **“Eligible Project Costs”** or **“Public Improvements”** shall mean the costs and improvements for Phase II which are eligible for reimbursement from the TIF Revenues under the Act, as more particularly described on Exhibit “A” and Exhibit “B”, attached hereto and incorporated herein.

F.     **“Lakeside Lot”** means each of the buildable lots within the Phase II Project Site which have frontage onto the lake.

G.     **“Notice to Divide Taxes”** means the notice(s) filed by the CDA with the Madison County Assessor with respect to the division of taxes for Phase II, or Sub-Phase thereof, as required under Section 18-2147(5) of the Act.

H.     **“Off-Lake Lot”** means each of the buildable lots within the Phase II Project Site which do not have frontage onto the lake.

I.     **“Phase II”** means the second phase of the Project. Phase II shall include the construction of approximately twenty (20) single family residential homes comprising of approximately seventeen (17) lakefront dwellings and three

(3) off-lake units, and associated improvements on the Phase II Project Site, and adjacent thereto, including the Public Improvements defined herein and described on Exhibit "A".

J. **"Phase II Project Site"** means all that certain real property situated in the City, more particularly described on Exhibit "A".

K. **"Private Improvements"** means all the private improvements to be constructed on the Phase II Project Site as more particularly described on Exhibit "A".

L. **"Project"** means the phased improvements constructed within the Redevelopment Area set forth in the Redevelopment Plan.

M. **"Redeveloper"** means Medelmans Lake Development, Inc., a Nebraska corporation or its assignee, which is subject to the written approval of the CDA.

N. **"Redevelopment Contract"** means this Redevelopment Contract between the CDA and Redeveloper with respect to Phase II.

O. **"Redevelopment Area"** means the area comprising the Project, as legally described in the Redevelopment Plan.

P. **"Redevelopment Plan"** means the redevelopment plan adopted by the Mayor and City Council of the City entitled, "Redevelopment Plan for Medelmans Lake Redevelopment Area," as amended and supplemented.

Q. **"Sub-Phase"** means the improved lots within the Phase II Project Site that are identified by Redeveloper on a yearly basis for the purpose of the CDA's filing of a Notice to Divide Taxes for such lots for the applicable year, as described in Section 3.01 of this Redevelopment Contract.

R. **"TIF"** means tax increment financing, as set forth in the Act.

S. **"TIF Indebtedness"** means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CDA or the City secured in whole or in part by TIF Revenues.

T. **"TIF Revenues"** or **"Tax Increment"** means incremental ad valorem taxes generated by Phase II which are allocated to and paid to the CDA pursuant to the Act.



**Section 1.02      Construction and Interpretation.**

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Contract shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

**ARTICLE II  
REPRESENTATIONS**

**Section 2.01      Representations by the CDA.**

The CDA makes the following representations and findings:

(a) The CDA is a duly organized and validly existing Community Development Agency under the Act.

(b) The CDA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Phase II Project Site as specified herein.

(c) Phase II will achieve the public purposes of the Act by, among other things, increasing the tax base and lessening blighted and substandard conditions in the Redevelopment Area.

**Section 2.02      Representations of Redeveloper.**

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska corporation, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of this Redevelopment Contract and the consummation of the transactions herein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of Phase II or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the CDA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper owns the Phase II Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.

(e) Redeveloper shall not assign this Redevelopment Contract to any successor or assignee without the written approval of the CDA, provided however, Redeveloper may assign certain obligations contained herein to the homeowner of the affected lot.

(f) Phase II is not economically viable without the assistance of TIF and Redeveloper would not construct Phase II without TIF.

(g) Redeveloper shall 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 Project or Redevelopment 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 Area and provide such copies to the City as needed to comply with the City's retention requirements under section 18-2117.04.

(h) With respect to the Project, Redeveloper has not pursued or received, and will not pursue or receive, tax incentives under the Nebraska Advantage Act or the ImagineNE Nebraska Act, or a refund of the City's local option sales tax revenue.

**ARTICLE III  
OBLIGATIONS OF THE CDA AND PUBLIC IMPROVEMENTS**

**Section 3.01      Capture of Tax Increment.**

Subject to the contingencies described below and to all of the terms and conditions of this Redevelopment Contract, commencing for the tax year of the Effective Date of each Sub-Phase of Phase II and continuing thereafter, the CDA shall capture the Tax Increment from Phase II pursuant to the Act. The CDA shall capture the Tax Increment generated by Phase II for a total period of not to exceed fifteen (15) years with respect to each Sub-Phase (the “**TIF Period**”).

In order to optimize the Tax Increment generated by Phase II, the approximately twenty (20) homes to be constructed in Phase II are anticipated to 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 single family homes each year. Commencing on July 1<sup>st</sup> of the year in which homes are being completed and annually on or before each July 1<sup>st</sup> thereafter, the Redeveloper shall notify the CDA in writing of the lots to be included in the “Notice to Divide Taxes” for such year. Such written notice shall provide the legal description of such lots, and such other information requested by the CDA. The CDA 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 the Redeveloper’s notice, and each such filing shall constitute a Sub-Phase of Phase II.

**Section 3.02      Tax Increment.**

Due to the construction schedule and anticipated absorption rate of the Private Improvements, it is not expected that the full amount of the annual Tax Increment for each Sub-Phase of Phase II will be generated in the first year that a Notice to Divide Taxes is filed for such Sub-Phase, but will be generated following completion of construction of the Private Improvements comprising such Sub-Phase. The anticipated Tax Increment for Phase II is more particularly set forth on Exhibit “B”.

The parties acknowledge and understand that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created by the levy of real estate taxes in the fifteenth (15<sup>th</sup>) year following the Effective Date (for each Sub-Phase) pursuant to Section 18-2147 of the Act and this Redevelopment Contract may be paid in the

sixteenth (16<sup>th</sup>) year according to customary practice in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the CDA's ability to capture the real estate taxes levied for the fifteenth (15<sup>th</sup>) year of the TIF Period.

**Section 3.03      Issuance of TIF Indebtedness.**

The CDA shall issue TIF Indebtedness in the form of one or more bonds or notes, in the aggregate principal amount not to exceed One Million Eight Hundred and Eight Thousand One Hundred and Thirty-Two and No/100 Dollars (\$1,808,132), as provided on Exhibit "B", at a rate of interest determined by the CDA, to be issued to the Redeveloper, or to a lender of the Redeveloper, which shall entitle the holder of the TIF Indebtedness to receive the semi-annual incremental tax payments generated by Phase II. The form of the TIF Indebtedness and the terms governing the same shall be finally established by the CDA, in its discretion, as set forth in the resolution(s) adopted by the CDA authorizing issuance of the TIF Indebtedness (the "**Resolution**"). The TIF Indebtedness shall be issued no sooner than thirty (30) days following the CDA's approval and adoption of the Resolution therefor.

The TIF Indebtedness shall not be a general obligation of the CDA or the City which shall issue the TIF Indebtedness solely as a conduit. If the Redeveloper intends to monetize the TIF Indebtedness, then it shall locate a lender or other entity to acquire and fund the acquisition of the TIF Indebtedness. Redeveloper may pledge or assign the TIF Indebtedness to such lender and the CDA shall consent to such pledge upon request, provided any such purchaser, including the Redeveloper, shall provide to the CDA an investment letter setting forth the understanding as to purchase for investment and not for any further distribution, in a form required by the CDA in its exclusive discretion. The TIF Indebtedness shall solely be secured by the Tax Increment to be captured by the CDA.

**Section 3.04      Use of TIF Indebtedness.**

The CDA will collect and use the Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Contract. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CDA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified by Redeveloper pursuant to Section 4.02. The Tax Increment shall be paid pursuant to the terms of this Redevelopment Contract and the Resolution.

**Section 3.05      Tax Increment Receipts.**

The CDA will collect and hold the receipts of the Tax Increment for payment on the TIF Indebtedness. Such Tax Increment receipts shall be used

for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

**Section 3.06      Projected TIF Sources and Uses.**

The anticipated TIF sources and eligible uses are set forth in Exhibit "B". The projected uses of the TIF funds are eligible under the Act, and are estimates which shall be confirmed upon construction completion and certified by the Redeveloper under Section 4.02 below.

**ARTICLE IV  
OBLIGATIONS OF REDEVELOPER**

**Section 4.01      Construction of Project; Insurance.**

(a) Redeveloper shall endeavor in good faith to complete construction of all infrastructure and Public Improvements to create the buildable lots for Phase II on or before December 31, 2022, at an estimated cost of \$2,528,581. Thereafter, Redeveloper shall endeavor in good faith to complete construction of all Private Improvements upon the buildable lots on or before December 31, 2028.

(b) Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CDA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after substantial completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall notify the CDA of the completion and request that the CDA issue a Certificate of Completion, the form of which is attached as Exhibit "C", and incorporated by this reference. Once issued by the CDA, the Certificate of Completion for Phase II shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements, and Redeveloper shall be entitled to record the Certificate of Completion.

(b) 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 and a penal bond as required by the Act or a reasonable substitute acceptable to the CDA. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon Phase II 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.

**Section 4.02      Cost Certification.**

For Phase II, Redeveloper shall submit to the CDA a certification of Eligible Project Costs, after expenditure of such project costs to verify the uses described on Exhibit "B". Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. All Eligible Project Costs Certifications shall be subject to review and approval by the CDA prior to the funding of such eligible costs.

**Section 4.03      No Discrimination.**

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Contract 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 Phase II. Redeveloper will comply with all applicable federal, state and local laws related to Phase II. Redeveloper agrees that any contractor providing services related to the 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 Project.

**Section 4.04      Pay Real Estate Taxes.**

(a) Redeveloper intends to create a taxable real property valuation of the each Lakeside Lot in the Phase II Project Site of an average of not less than Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00) (the "Minimum Lakeside Lot Valuation"), and a taxable real property valuation of each Off-Lake Lot in the Phase II Project Site of an average of not less than Three Hundred Twenty Five Thousand and No/100 Dollars (\$325,000.00) (the "Minimum Off-Lake Lot Valuation"), as of the Effective Date for such lot(s). During the period of this Redevelopment Contract Redeveloper, its successors and assigns, inclusive of each purchaser of a lot/home within the Phase II Project Site, will: (1) not protest a real estate property valuation of any Lakeside Lot to a sum less than or equal to the Minimum Lakeside Lot Valuation, or any Off-Lake Lot to a sum less than or equal to the Minimum Off-Lake Lot Valuation, as applicable; and (2) not convey the Phase II Project Site, any lot in the Phase II Project Site, or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

(b) If Redeveloper has monetized the TIF Indebtedness by pledging it to its lender, Redeveloper shall solely be responsible for all payments due to such



lender. If, during the period of this Redevelopment Contract and after the filing of a Notice to Divide, a portion of the Phase II Project Site is assessed at less than the Minimum Lakeside Lot Valuation or Minimum Off-Lake Lot Valuation, as applicable, Redeveloper agrees to defer receipt of any shortfall in Tax Increment caused thereby. If Redeveloper is required to defer the receipt of any such shortfall amounts, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent Tax Increment 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 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).

**Section 4.05      No Assignment or Conveyance.**

Redeveloper shall not convey, assign or transfer the Phase II Project Site, any interest therein, or this Redevelopment Contract, prior to the termination of the TIF Period without the prior written consent of the CDA, which shall not be unreasonably withheld and which the CDA may make subject to any terms or conditions it reasonably deems appropriate, except for any assignment as security for indebtedness incurred by Redeveloper to construct Phase II, which shall be permitted without consent of the CDA; provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Contract.

**Section 4.06      CDA Costs.**

Upon the full execution of this Redevelopment Contract, Redeveloper shall reimburse the CDA for its legal fees incurred in relation to Phase II in the amount of \$7,500. Additionally, prior to or contemporaneously with issuance of the TIF Indebtedness, Redeveloper shall reimburse the CDA in the amount of \$2,500 for its legal fees incurred in relation to issuance of the same. All such reimbursements shall be payable directly to the CDA's special counsel, at the direction of the CDA.

**ARTICLE V  
FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

**Section 5.01      Financing.**

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the TIF Indebtedness.

**Section 5.02      Encumbrances.**

Redeveloper shall not create any lien, encumbrance or mortgage on Phase II or the Phase II Project Site except: (a) encumbrances which secure indebtedness incurred to acquire, construct and equip Phase II or for any other physical improvements to the Phase II Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within 90 days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within 90 days of Redeveloper receiving notice thereof.

**ARTICLE VI  
DEFAULT, REMEDIES; INDEMNIFICATION**

**Section 6.01      Default.**

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

(a) The following shall constitute “**Events of Default**” under the terms of this Redevelopment Contract:

(i) failure by Redeveloper or CDA 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 CDA proves untrue in any respect reasonably deemed to be material by the CDA or Redeveloper;

(iii) an event of default or material breach by or attributable to Redeveloper or CDA relating to Phase II 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.

**Section 6.02 Remedies.**

Whenever an Event of Default occurs, in addition to all other remedies available to the CDA or Redeveloper at law or in equity, the CDA or Redeveloper may take such action at law or in equity as the CDA 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 II.

**Section 6.03 Additional Remedies of CDA; Other Terms.**

(a) In addition to the remedies under Section 6.02 above, the CDA shall have the following additional remedies upon an Event of Default by Redeveloper:

(i) 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 CDA to Redeveloper of such Event of Default, the City or CDA shall have the right, but not the obligation, to cure such breach on behalf of Redeveloper with respect to the construction of the improvements characterized as Eligible Project Costs. If the City or CDA elects to cure a breach of Redeveloper, Redeveloper shall reimburse the City or CDA for the documented and reasonable costs of curing Redeveloper's breach within 30 days of demand from City or CDA given to Redeveloper. If Redeveloper's breach can be cured by the payment of Eligible Project Costs, the City or CDA may cure such defect and obtain reimbursement, without notice to Redeveloper, via a set off to the principal amount of the TIF Indebtedness equal to the Eligible Project Costs expended by the City or CDA. The Eligible Project Costs expended by the City or CDA must be certified by the City or CDA to the holder of the grant proceeds and all subsequent distributions of grant proceeds shall be distributed to the City or CDA, as applicable, until such Eligible Project Costs expended by the City or CDA have been reimbursed in full. Interest shall accrue on the amount expended by the City or CDA at the rate provided in the TIF Indebtedness and such interest shall commence from the date that the CDA gives notice to Redeveloper of Redeveloper's Event of Default.

(ii) If at any time during the term of this Redevelopment Contract an Event of Default by Redeveloper shall occur, following written notice from the CDA to Redeveloper of such Event of Default, the CDA may withhold any

TIF Revenues received, and shall not be required to remit said TIF Revenues as debt service on the TIF Indebtedness unless and until Redeveloper cures the Event of Default.

(iii) 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 CDA to Redeveloper of such Event of Default, the aggregate amount of all grants paid to Redeveloper (including principal and interest) for improvements shall stand forfeited and Redeveloper shall be required to repay the same to the CDA within thirty (30) days' written demand thereof.

(b) No remedy herein conferred upon or reserved to the CDA or the registered owner of the TIF Indebtedness 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.

(c) 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.

(d) Anything in this Article VI to the contrary notwithstanding, none of the events described in Section 6.01(a)(iv) above shall constitute an Event of Default after Redevelopment Project has been completed and the proceeds of the TIF Indebtedness have been disbursed in full.

**Section 6.04      Limitation of Liability; Indemnification.**

(a) Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the CDA, the City, nor their officers, directors, employees, agents, legal counsel, or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The obligation of the CDA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City nor the CDA shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CDA and the City from and agrees that the CDA and the City shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the construction of Phase II. Provided, however,

such release shall not be deemed to include such liability actions as arise directly out of the willful misconduct of the CDA or the City.

(b) Redeveloper agrees to indemnify, defend (at the CDA's and/or the City's option) and hold harmless the CDA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Contract. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the willful misconduct of the CDA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Contract.

## **ARTICLE VII MISCELLANEOUS**

### **Section 7.01      Memorandum.**

A Memorandum of this Redevelopment Contract in the form attached hereto as Exhibit "D" and incorporated by this reference shall be recorded with the Madison County Register of Deeds, at Redeveloper's cost.

### **Section 7.02      Governing Law.**

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including the Act.

### **Section 7.03      Binding Effect; Amendment.**

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Phase II Project Site. The Redevelopment Contract shall not be amended except by a writing signed by the parties to be bound.

### **Section 7.04      No Agency or Partnership.**

This Redevelopment Contract is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CDA and the City, on the one hand, and Redeveloper, on the other hand, nor between the CDA and the City, on the one hand, and any officer, employee, contractor or representative of Redeveloper, on the other hand.

No joint employment is intended or created by this Redevelopment Contract for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Contract.

**Section 7.05      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:

Medelmans Lake Development, Inc.  
Attn: Paul Medelman  
702 W Benjamin Avenue  
Norfolk, NE 68701

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

Norfolk City Clerk  
309 N 5th St  
Norfolk, NE 68701

With a Copy to:

Norfolk City Attorney  
202 N 7th St  
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 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 7.06      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 7.07. Counterparts.**

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

**Section 7.08. Time of the Essence.**

Time shall be of the essence of this Redevelopment Contract.

**Section 7.09. Termination.**

This Redevelopment Contract shall commence as of the date first above written and shall automatically terminate (if not otherwise terminated earlier pursuant to the terms of this Redevelopment Contract) upon the earlier of maturity of the TIF Indebtedness or payment of all principal and interest owed toward the TIF Indebtedness.

**Section 7.10. Force Majeure Event.**

Neither Redeveloper nor the CDA 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 CDA, 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 CDA; provided, that Redeveloper or the CDA, as the case may be, shall, within twenty (20) days after the beginning of any such enforced delay, have notified Redeveloper or the CDA (as applicable) in writing of the cause or causes thereof, and requested an extension for the period of the enforced delay.

**Section 7.11. Effect of Redevelopment Contract.**

This Redevelopment Contract 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.

**TABLE OF EXHIBITS**

- Exhibit "A" – Description of Project
- Exhibit "B" – Projected TIF Sources and Uses
- Exhibit "C" – Certificate of Completion
- Exhibit "D" – Memorandum of Redevelopment Contract



**[Signature and Notary Pages to Follow]**



**"REDEVELOPER"**

MEDELMANS LAKE DEVELOPMENT,  
INC., a Nebraska corporation

By: *Paul Medelman*  
Paul Medelman, President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2022, by Paul Medelman, President of Medelmans Lake Development, Inc., a Nebraska corporation, on behalf of the corporation.



*Brianna Duerst*  
Notary Public  
*Brianna Duerst*



**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT**

Phase II shall be undertaken by Redeveloper on the Phase II Project Site, defined as the real estate legally described as:

Lots 15 through 31, <sup>251, 280</sup> ~~156, 168~~, and <sup>281</sup> ~~170~~; and Outlots D, E, and F, Medelkans Lake Subdivision 2nd Addition to the City of Norfolk, Madison County, Nebraska. *BD P*

Phase II shall consist of the following Private Improvements and Public Improvements on the Phase II Project Site:

- (a) Private Improvements. The construction of approximately twenty (20) single family residential homes, including approximately seventeen (17) lakefront dwellings and approximately three (3) off-lake dwellings, and associated improvements on the Phase II Project Site.
- (b) Public Improvements. The Public Improvements shall consist of site grading/dirt work, paving, erosion control, utilities, electrical and telecommunications infrastructure, engineering fees, legal fees, and other improvements deemed feasible and necessary in support of the public health, safety and welfare which qualify as eligible expenditures under the Act.

Phase II constitutes the second phase of the overall Project described in the Redevelopment Plan. All Public Improvements for Phase II shall be public improvements for the overall Project, and all public improvements anticipated for other phases of the Project shall be deemed to be Public Improvements for Phase II.

Exhibit "A"

DOCS/2800466.3

1/2/2024

Enclosure 6  
Page 41 of 86

**EXHIBIT "B"**  
**PROJECTED TIF SOURCES AND USES**

**1. PROJECTED TIF SOURCES**

**Summary:**

	<u>Phase II</u>
TIF Sources	\$1,808,132

**TIF Sources Calculations**

**Assumptions:**

Number of Lakeside Units:	17	Tax Levy (2016):	1.957619
Number of Off-Lake Units:	3	Interest Rate:	5.0%
Base Value/Lot:	\$70,500	TIF Period (per Sub-Phase):	15 years
Final Value/Lakeside Unit:	\$550,000		
Final Value/Off-Lake Unit:	\$325,000		

# Lakeside Units	17
# Off-Lake Units	3
Base Value	\$1,410,000
Base Taxes	\$27,326
Completed Value	\$10,325,000
Avg. Annual Taxes	\$200,103
Avg. Annual Tax Increment	\$172,777
<b>Total TIF Sources</b>	<b>\$2,591,655</b>

\* The above is the aggregate projections for Phase II over a single 15-year period. The annual Tax Increment generated will vary based on the number of homes constructed each year.

**2. PROJECTED TIF USES**

Site Grading/Dirt Work	\$421,552
Paving	\$1,080,634
Erosion Control	\$58,750
Utilities	\$377,602
Electric/Telecoms	\$156,000
Engineering Fees	\$155,000
Legal Fees	<u>\$25,000</u>
Total Uses	\$2,274,538

\*All costs are estimates and are subject to final confirmation and adjustment upon construction completion.

Exhibit "B"

DOCS/2800466.3

**EXHIBIT "C"**  
**CERTIFICATE OF COMPLETION**

The Community Development Agency of the City of Norfolk, Nebraska, a municipal corporation in the State of Nebraska (the "CDA"), hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Norfolk, Madison County, Nebraska, to wit:

\_\_\_\_\_  
\_\_\_\_\_

("Redeveloper Property"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the REDEVELOPMENT CONTRACT (Medelmans Lake Redevelopment Project – Phase II), by and between the CDA and Medelmans Lake Development, Inc., a Nebraska corporation, and its successors and assigns ("Redeveloper"), said Contract dated as of \_\_\_\_\_, 2022, and a Memorandum of which is recorded as Instrument No. \_\_\_\_\_, in the office of the Register of Deeds for Madison County, Nebraska.

The CDA further makes the conclusive determination that the Private Improvements (as defined in the Contract) to the above-described Redeveloper Property are presently in conformance with the Contract.

IN WITNESS WHEREOF, the CDA and Redeveloper have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Signatures Follow)**

**"CDA"**

Exhibit "C"

DOCS/2800466.3

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
NORFOLK, NEBRASKA

\_\_\_\_\_  
Chairperson

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF MADISON )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, Chairperson of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of the Agency.

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

Exhibit "C"

DOCS/2800466.3

**“REDEVELOPER”**

Medelmans Lake Development, Inc., a  
Nebraska corporation

By: \_\_\_\_\_  
Paul Medelman, President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by Paul Medelman, President of Medelmans Lake Development, Inc., a Nebraska corporation, on behalf of the corporation.

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

NO 03085 Pages 4

03085 ✓

Doc Tax \_\_\_\_\_

Fee \$ 28.00 P&M \$ 4.00

Fees Pd \$ \_\_\_\_\_ Gen Fee \$ 24.00

Check# \_\_\_\_\_

Refund \_\_\_\_\_ Due 28.00

THE STATE OF NEBRASKA }  
MADISON COUNTY }<sup>ss</sup>

This instrument filed for record  
the 5 day of July 2022  
at 10:45 A.M. and recorded in  
Book 2022 Page 03085

*Diana S Nykodym* Register of Deeds

by: City of Norfolk  
309 North 5th Street  
Norfolk, NE 68701

**EXHIBIT "D"**  
**MEMORANDUM OF REDEVELOPMENT CONTRACT**  
**(MEDELMANS LAKE REDEVELOPMENT PROJECT - PHASE II)**

This Memorandum of Redevelopment Contract ("Memorandum") is made this 10<sup>th</sup> day of June, 2022, by and between the Community Development Agency of the City of Norfolk, Nebraska ("CDA") and Medelmans Lake Development, Inc., a Nebraska corporation ("Redeveloper").

1. **Redevelopment Contract.** CDA and Redeveloper have entered into that certain Redevelopment Contract dated as of this even date, describing the improvements being made by the CDA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

Lots 15 through 31, <sup>251, 280</sup> ~~156, 168~~, and <sup>281</sup> ~~170~~, and Outlots D, E, and F, Medelmans Lake Subdivision 2nd Addition to the City of Norfolk, Madison County, Nebraska.

2. **Tax Increment Financing.** The Redevelopment Contract provides for the capture of the Tax Increment, as defined therein, by the CDA generated from the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Effective Date applicable to each lot in each Sub-Phase of Phase II. The Tax Increment so captured by the CDA shall be used to make the public improvements as described in the Redevelopment Contract.

3. **Minimum Lot Valuation.** The Redevelopment Contract establishes a minimum taxable real property valuation for each lot in the Phase II Project Site of not less than Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00) with respect to Lakeside Lots (the "Minimum Lakeside Lot Valuation"), and not less than Three Hundred Twenty Five Thousand and No/100 Dollars (\$325,000.00) with respect to Off-Lake Lots (the "Minimum Off-Lake Lot Valuation"). The Redevelopment Contract further provides that neither Redeveloper, nor its successors and assigns, shall: (a) protest the real property valuation of any lot in Phase II to a sum less than the Minimum Lakeside Lot Valuation or the Minimum Off-Lake Lot Valuation, as applicable; or (b) convey the Phase II Project Site, any lot in the Phase II Project Site, or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

Exhibit "D"

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. A full and correct copy of the Redevelopment Contract may be inspected at the CDA offices in Norfolk, Nebraska.

[SIGNATURE PAGES TO FOLLOW]

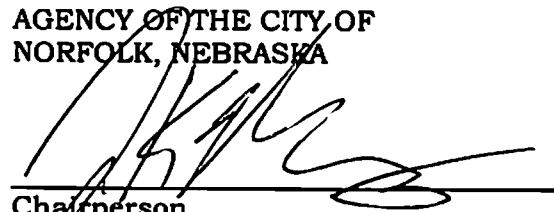
Exhibit "D"

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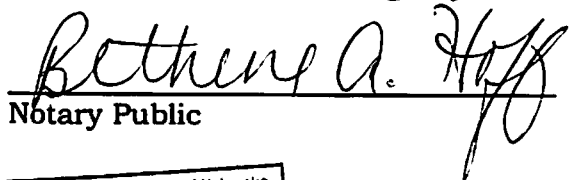
**"CDA"**

**COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF  
NORFOLK, NEBRASKA**

  
\_\_\_\_\_  
Chairperson

STATE OF NEBRASKA )  
                                  ) ss.  
COUNTY OF MADISON )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2022, by Josh Moenig Chairperson of the Community Development Agency of the City of Norfolk, Nebraska, on behalf of the Agency.

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

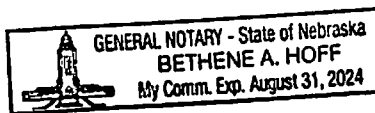


Exhibit "D"

DOCS/2800466.3

**"REDEVELOPER"**

Medelmans Lake Development, Inc., a  
Nebraska corporation

By: *Paul Medelman*  
Paul Medelman, President

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF MADISON    )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of June, 2022, by Paul Medelman, President of Medelmans Lake Development, Inc., a Nebraska corporation, on behalf of the corporation.



*Brianna Duerst*  
Notary Public  
*Brianna Duerst*

Exhibit "D"

City of Norfolk, 309 N 5th Street, Norfolk, NE 68701

RESOLUTION NO. 2024-2

BE IT RESOLVED, by the governing body of the Community Development Agency of the City of Norfolk, Nebraska, that the Redevelopment Contract with North Kings Highway, LLC, a Florida limited liability company, is hereby approved and the Chairperson and Secretary are hereby authorized to execute and deliver such agreement in substantially the form presented with such changes and modifications thereto as shall be deemed appropriate, based upon advice of the City Attorney or special council.

PASSED AND APPROVED this 2<sup>nd</sup> day of January, 2024.

\_\_\_\_\_  
Josh Moenning, Chairperson (Mayor)

(SEAL)

\_\_\_\_\_  
Brianna Duerst, Secretary (Clerk)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Josh Moenning, Chairperson of the Community Development Agency of the City of Norfolk, Nebraska.

\_\_\_\_\_  
Bethene A Hoff , Notary Public

**REDEVELOPMENT CONTRACT**  
**(The Sunset Plaza Redevelopment Project)**

This Redevelopment Contract for the Sunset Plaza Redevelopment Project (“**Redevelopment Contract**”) is made and entered into as of \_\_\_\_\_, 2024, by and between the Community Development Agency of the City of Norfolk, Nebraska (the “**Agency**”) and North Kings Highway, LLC, a Florida limited liability company (“**Redeveloper**”). The Agency and/or Redeveloper may be referred to hereinafter individually as a “**Party**”, or collectively as the “**Parties**”.

**WITNESSETH:**

WHEREAS, pursuant to the Nebraska Community Development Law, Sections 18-2101, et seq. (the “**Act**”), the Mayor and City Council of the City adopted and approved a redevelopment plan entitled “Redevelopment Plan for the Sunset Plaza Redevelopment Project” (the “**Plan**”), setting forth a redevelopment project for the real estate described on Exhibit “A”, attached hereto and incorporated herein (the “**Project Site**”), which is located in the City of Norfolk, Nebraska (the “**City**”), and which has previously been declared by the Mayor and City Council as a blighted and substandard area that is eligible for redevelopment; and

WHEREAS, the Agency has encouraged and induced Redeveloper to engage in certain development activities and construct improvements in the Project Site, and Redeveloper is not willing to incur the substantial investment necessary for such redevelopment of the Project Site 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, intends to rehabilitate and renovate the existing “Sunset Plaza Mall”, together with such public improvements associated therewith, within the Project Site, as depicted on the site plan attached hereto and incorporated herein as Exhibit “B”, 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 Redevelopment Project and this Redevelopment Contract encompasses both “Phase One” and “Phase Two” under the Plan; and

WHEREAS, the real property within the Project Site, other than easements for public utilities and/or public rights-of-way, is or shall be privately owned by Redeveloper; and

WHEREAS, the Agency proposes to authorize issuance of its tax increment revenue bond (the “**Bond**”), to provide for eligible costs relating to Phase Two of the Redevelopment Project, as more particularly described in the resolution of the Agency authorizing issuance of the Bond (the “**Bond Resolution**”); and

WHEREAS, Redeveloper seeks the assistance of the Agency for the costs of the eligible improvements for Phase Two of the Redevelopment Project and is therefore willing to agree to the conditions herein set forth as an inducement to the Agency to issue the Bond as provided in the Bond 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 Florida limited liability company duly organized and existing under the laws of the State of Florida and registered to conduct business in the State of Nebraska, is not in violation of any provisions of its certificate of organization or operating agreement(s), 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 the Redevelopment Project in accordance with the terms of this Redevelopment Contract and the Plan, or amendments thereof, and all applicable local, state and federal laws and regulations (including, without limitation, environmental, zoning, building code and public health laws and regulations).
- (c) 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, Redeveloper or its assignee 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.

- (d) Redeveloper or its assignee shall endeavor to complete the Redevelopment Project on or before December 31, 2025, at an estimated cost of \$22,512,107.
- (e) Redeveloper has not received, nor is it aware of, notices or communications from any local, state or federal official or body that the activities of Redeveloper respecting the Project Site or the construction of the Redevelopment Project 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 the Redevelopment Project 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 Project Site.
- (i) 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 derived from ad valorem incremental real estate taxes generated from the Redevelopment Project (“**TIF Revenues**”), if any, and Redeveloper hereby undertakes and agrees to pay any and all such costs. All costs (both public and private) of the Redevelopment Project shall be paid in full and there are and shall be no construction liens unpaid against the Project Site or any of the improvements thereon. Redeveloper agrees to provide for the construction of both the Redevelopment Project public and private improvements located within the Project Site 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 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 of the Nebraska Revised Statutes, as amended or transferred, to determine the work eligibility status of new employees physically performing services on the Redevelopment Project.
- (l) Redeveloper owns all real property within the Project Site, in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Redevelopment Contract by Redeveloper.
- (m) Any general contractor chosen by Redeveloper or Redeveloper itself shall obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and a penal bond as required by the Act and Section 9 of this Redevelopment Contract, if applicable. The Agency, the City and Redeveloper shall be named as additional insureds on such policies. 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 "All Risk" insurance for physical loss or damage. The contractor or Redeveloper, as the case may be, with respect to any specific contract, shall also carry insurance on all stored materials. Upon request of the Agency or City, the contractor or Redeveloper, as the case may be, shall furnish the Agency and the City with a certificate of insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency and the City prior written notice in the event of cancellation of or material change in any of the policies.

- (n) At all times during the term of this Redevelopment Contract, Redeveloper shall maintain policies insuring the improvements located within the Project Site in an amount equal to one-hundred percent (100%) of their full insurable value.
- (o) Redeveloper will undertake and complete the improvements associated with both “Phase One” and “Phase Two” under the Plan. The Improvements associated with Phase One shall include, without limitation, renovations to the prior Herberger’s space consisting of replacement and/or repair of the associated sidewalks and parking lots, landscaping, storm sewer and curb improvements, extension of sanitary sewer, water and electric, construction of a new loading dock, exterior façade enhancements, and interior tenant improvements (the “**Phase One Improvements**”). With respect to Phase Two, such required improvements shall include, without limitation, repair and/or replacement of deteriorating portions of the parking lots and sidewalk throughout the remainder of the Project Site, enhancements to the exterior façade of the remainder of the Sunset Plaza Mall, interior enhancements and remodeling for new tenant spaces, and interior enhancements and remodeling to the food court area, hallways, and other common spaces within the Sunset Plaza Mall (the “**Phase Two Improvements**”). Redeveloper acknowledges and agrees that its rights and entitlements under this Redevelopment Contract are contingent upon the completion of all such improvements.
- (p) With respect to the Redevelopment Project, Redeveloper has not pursued or received, and will not pursue or receive, tax incentives under the Nebraska Advantage Act or the ImagiNE Nebraska Act, or a refund of the City's local option sales tax revenue.
- (q) Redeveloper represents and warrants that the Redevelopment Project would not be financially feasible without the use of TIF, and therefore would not occur but for the grant of TIF provided hereunder.

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

This Redevelopment Contract hereby incorporates the Plan by this reference. In order to provide for payment of some of the eligible Phase Two Improvements set forth in the Plan and this Redevelopment Contract, as described in Exhibit "C", attached hereto and incorporated herein (the "**Eligible Costs**"), the Agency shall proceed to issue its Bond in the principal amount not to exceed \$3,500,000, at an interest rate not to exceed 6.50%, on a form substantially similar to that attached hereto as Exhibit "D" and incorporated herein.



Notwithstanding any term herein to the contrary, the principal amount of the Bond authorized hereunder is premised upon an assumed base value of \$4,500,000 for the Project Site – which is representative of the 2022 assessed value. Redeveloper is currently protesting the 2023 valuation, which is the presumed base year, in an effort to reduce the 2023 assessment down to the 2022 amount. However, if Redeveloper is unsuccessful in its protest, the maximum amount of principal advanced on the Bond will decrease commensurately with the decrease of potential TIF Revenues resulting from the increased base value. Redeveloper agrees to the foregoing and acknowledges that the maximum principal amount advanced on the Bond will be dependent upon the same, together with its submission of Eligible Cost Certifications (defined below), irrespective of the maximum principal amount initially stated on the Bond. Accordingly, Redeveloper agrees to hold harmless the Agency and City against any claims or liabilities arising from the principal amount advanced being less than the maximum principal amount stated on the Bond as a result of Redeveloper's inability to protest the base value of the Project Site down to \$4,500,000 and/or its failure to submit Eligible Cost Certifications in an aggregate amount of at least \$3,500,000.

The Agency shall issue the Bond to Redeveloper no earlier than thirty (30) days following the Agency's adoption of the Bond Resolution. At closing of the Bond, the loan to be accomplished by this Section and the obligation of the Agency to use the TIF Revenues for redevelopment purposes under this Redevelopment Contract may be accomplished by offset so that the Redeveloper retains the TIF Revenues and no bankable currency is exchanged at closing of the Bond, except as otherwise provided herein.

The "effective date" (as defined in the Act) for the division of ad valorem real property taxes as provided under the Act shall be set forth in the Bond Resolution. The "redevelopment project valuation" (as defined in the Act) shall be the assessed value attributable to the Project Site on January 1 of the year prior to the effective date.

The Bond shall constitute a limited obligation of the Agency payable exclusively from the TIF Revenues generated from the Redevelopment Project pursuant to section 18-2147 of the Act and collected for a period not to exceed fifteen (15) tax years from the effective date. Prior to receipt of any TIF Revenues, the Agency shall create a special fund established solely to make payments on the Bond. Upon receipt of the TIF Revenues, the Agency shall first deposit the TIF Revenues into the special fund, and thereafter disburse said TIF Revenues to the holder of the Bond (but only from available TIF Revenues), at the times provided in the Bond to provide for reimbursement of all or a portion of the Eligible Costs, to the extent paid by Redeveloper, as evidenced by paid invoices or other evidence acceptable to the Agency ("**Eligible Cost Certifications**"). The principal amount paid on the Bond shall not exceed the aggregate amount of Eligible Cost Certifications received by the Agency. Each such reimbursement hereunder

shall be and constitute a grant to Redeveloper made under the terms of this Redevelopment Contract and the Act. Redeveloper may, at its option, submit one or more partial Eligible Cost Certifications prior to expenditure of all Eligible Costs providing certification of receipt of billings for work in progress. All Eligible Cost Certifications shall be subject to review and approval by the Agency prior to the funding of such Eligible Costs. Upon the Agency's receipt and acceptance of Eligible Cost Certifications, and subject to paragraph 2 of this Section 2, above, the Agency shall, from time to time, increase the principal amount advanced on the Bond, in an amount equal to the approved Eligible Cost Certifications, as shall be set forth in further detail in the Bond Resolution.

The Agency and Redeveloper acknowledge that some of the renovations associated with the Phase One Improvements have already commenced prior to the approval of the Plan, out of the necessity to complete renovations for certain anchor tenants as quickly as possible to secure their occupancy commitments. In relation to the foregoing, any such costs incurred as part of the Phase One Improvements shall not be deemed as Eligible Costs hereunder and shall not be reimbursable from the TIF Revenues. Only the costs associated with the Phase Two Improvements, including, without limitation, those set forth in Exhibit "C", shall be deemed as Eligible Costs hereunder. The Agency, in its discretion, may require Redeveloper to provide supporting materials or other evidence establishing the origination of costs included within Eligible Cost Certifications to ensure compliance with the foregoing.

Unless otherwise determined by the Agency, the proceeds of the Bond shall be applied to the costs described above. 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 Project Site.**

Redeveloper agrees with respect to the Redevelopment Project as follows:

- (a) Until the termination of this Redevelopment Contract (as described in Section 18 hereof), the Redevelopment Project shall be operated for the use substantially similar to that contemplated in the Plan and this Redevelopment Contract, and no sale or conveyance of the Project Site (inclusive of the improvements thereon), or a portion thereof, shall be made to any person or entity for ownership or use which would cause the real property within the Project Site to be eligible for exemption from ad valorem taxes under Section 77-202 of the Nebraska Revised Statutes, 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 not less than \$24,000,000 within the Project Site (the “**Minimum Valuation**”) no later than January 1, 2026. From and after the issuance of the Bond and so long as the Bond remains outstanding and unpaid, Redeveloper, together with its successors and assigns, including subsequent purchasers of land within the Project Site, shall not protest any taxable valuation assessed for the Project Site, as determined by the appropriate assessing and taxing officials of Madison County, Nebraska, for purposes of local ad valorem real estate taxes, to an amount below the Minimum Valuation.
- (c) If, during the period of this Redevelopment Contract, the Project Site is assessed at less than the Minimum Valuation: (1) if Redeveloper has monetized the 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 TIF Revenues available as debt service on the Bond, Redeveloper agrees to defer receipt of any such shortfall. If Redeveloper defers the receipt of any such shortfall amounts as required hereunder, Redeveloper shall be entitled to receive reimbursement of any such shortfall payment to the extent TIF Revenues later become available during the fifteen (15) year period prescribed by the Act in an amount in excess of the amount necessary to meet the current debt service payments. Redeveloper shall and hereby does unconditionally forgive any such shortfall amounts remaining unpaid on the Bond at the end of the fifteen (15) year period for the division of ad valorem real estate taxes prescribed by the Act.
- (d) Redeveloper, its successors and assigns, including subsequent purchasers of land within the Project Site, further agree as follows:
- (i) to pay all local ad valorem real estate taxes for the Project Site 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 Project Site 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 the Project Site; 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 the Project Site or Redevelopment Project; 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 are divided in relation to the Redevelopment Project. This Section 3(d)(v) shall survive the expiration or termination of this Redevelopment Contract.

**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 Project Site. Provided, however, such release shall not be deemed to include such liability actions arising 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 Bond or any indebtedness contemplated hereunder shall be limited solely to the TIF Revenues generated by the Redevelopment Project pledged as security for such indebtedness. 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 Project Site 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 Project Site, now or hereafter acquired, and hereby covenants and warrants for the benefit of the Agency and the registered owner of the Bond that Redeveloper shall defend such interest in the Project Site against the claims and interests of any and all persons. Redeveloper shall record a memorandum of this Redevelopment Contract, in the form attached hereto and incorporated herein as Exhibit “E”, against all real estate located in the Project Site and such document shall remain of record until termination of this Redevelopment Contract. The Agency shall have the authority to execute the memorandum 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, unless waived in writing by the Agency. Redeveloper agrees to provide the Agency with a title report or other evidence as to the status of title to the Project Site after the recording of the memorandum of this Redevelopment Contract. After the 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 Project Site 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 other Party;
  - (iii) an event of default or material breach by or attributable to Redeveloper or Agency 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 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: (1) suspend its performance under this Redevelopment Contract until receiving adequate assurances from Redeveloper or Agency that Redeveloper or Agency has cured the default and will continue performance under this Redevelopment Contract; and/or (2) 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 the Redevelopment Project.

- (c) In addition to the remedies under Section 6(b), the Agency shall have the following additional remedies upon an Event of Default by Redeveloper:
- (i) If at any time during the term of this Redevelopment Contract an Event of Default by Redeveloper shall occur and remain continuing, 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 the improvements characterized as Eligible Costs. 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, with notice to Redeveloper, via a set off to the principal amount of the Bond equal to the Eligible Costs reasonably 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 TIF Revenues 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 Bond and such interest shall commence from the date that the Agency gives notice to Redeveloper of Redeveloper's Event of Default.
  - (ii) If at any time during the term of this Redevelopment Contract an Event of Default by Redeveloper shall occur and remain continuing, following written notice from the Agency to Redeveloper of such Event of Default, the Agency may withhold any TIF Revenues received, and shall not be required to remit said TIF Revenues as debt service on the Bond unless and until Redeveloper cures the Event of Default.
  - (iii) If at any time during the term of this Redevelopment Contract an Event of Default by Redeveloper 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, unless Redeveloper has commenced to cure the same and is diligently prosecuting the same to completion, the Agency may, upon further written notice to Redeveloper, terminate and void the Bond, in which case Redeveloper shall reimburse



the Agency in amount equal to all TIF Revenues previously paid towards the Bond, within thirty (30) days' of the Agency's written notice.

- (d) No remedy herein conferred upon or reserved to the Agency or the registered owner of the 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.
- (e) 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.
- (f) Anything in this Section 6 to the contrary notwithstanding, none of the events described in subsection 6(a)(iv) above shall, on their own, constitute an Event of Default after the Redevelopment Project has been completed.

**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 the Redevelopment Project 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 the Redevelopment Project.

**Section 8. Manner of Sale of Bond; Payment of Agency's Legal Fees.**

Redeveloper agrees either to purchase the Bond for the principal amount thereof or to find a purchaser for the Bond upon terms and conditions acceptable to the Agency. The loan to be accomplished by this section, and the obligation of the Agency to remit the TIF Revenues for the Redevelopment Project as debt service on the Bond, may be accomplished by offset in consideration of Redeveloper's warranties and obligations hereunder, so that Redeveloper retains



the TIF Revenues and no bankable currency is exchanged between the Parties at closing of the Bond, except as otherwise required hereunder. 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.

Upon full execution and effectiveness of this Redevelopment Contract, Redeveloper shall reimburse the Agency for its legal fees incurred in relation to the Redevelopment Project in the amount of \$12,000. Prior to or contemporaneously with issuance of the Bond, Redeveloper shall reimburse the Agency for its legal fees incurred in relation to the issuance of the Bond in the additional amount of \$3,000. Such reimbursements shall be payable directly to the Agency or Agency's special counsel, at the direction of the Agency.

**Section 9. Indemnification and Penal Bond**

Redeveloper hereby agrees to indemnify and save the City and Agency harmless from any payment or liability to which the City or Agency may become subject for carrying out of any contract entered into by Redeveloper with respect to the Redevelopment Project. Redeveloper agrees to procure, through itself or its contractors, a bond (or bonds) for the payment of costs to the extent required under Section 18-2151 of the Act. The City and Agency shall be included as co-obligees on any such bond (or bonds). Prior to undertaking any construction upon public lands or within a public right-of-way, Redeveloper shall provide a copy of such bond (or bonds) to the Agency, evidencing that the same is in effect in accordance with the requirements of this Section.

**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 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 its interests under this Redevelopment Contract, in whole or in part, and/or convey the Project Site, or a portion thereof, to an unrelated third party, upon the prior written approval of the Agency, not to be unreasonably withheld. 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 the Plan and 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 in the real estate records of Madison County, Nebraska, with respect to the Project Site.

**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:

North Kings Highway, LLC  
Attn: Andres Sevilla  
800 SE 4th Ave; Unit 511  
Hallandale Beach, FL 33009  
corporate@paregonreits.com

with a copy to: Cline Williams Wright Johnson & Oldfather, L.L.P.  
Attn: Andrew Willis  
233 South 13th Street, Suite 1900  
Lincoln, NE 68508  
awillis@clinewilliams.com

(b) in the case of Agency:

Norfolk City Clerk  
309 N 5th St  
Norfolk, NE 68701

with a copy to: Norfolk City Attorney  
202 N 7th St  
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 the date on which TIF Revenues for the Redevelopment Project may no longer be divided under Section 18-2147 of the Act, or payment of all principal and interest owed toward the Bond.

**Section 19. Force Majeure Event.**

No Party 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 a delay in the performance of such obligations is caused by a Force Majeure Event. A “**Force Majeure Event**” means any failure or delay in performance by a Party that is proximately caused by unforeseeable causes beyond its control and without its fault or negligence, such as acts of God, wars or insurrections, pandemics, and epidemics, among others. In the event of the occurrence of any such delay due to a Force Majeure Event, the time or times for performance of the obligations of the delayed Party shall be extended for the period of Force Majeure Event, as determined by the mutual agreement of the Parties. Any Party claiming such excused delay as the result of a Force Majeure Event shall, within twenty (20) days after the beginning of any such Force Majeure Event, notify the other Party in writing of the cause or causes thereof, and request an extension for the period of the 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.

(Signatures on following pages)

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 \_\_\_\_\_, 2024, by Josh Moenning, Chairperson (Mayor), and Brianna Duerst, Secretary (City Clerk), of the Community Development Agency of the City of Norfolk, Nebraska on behalf of such agency.

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



**Exhibit "A"**  
**Project Site**

**Legal Description:**

Lots 6A and 6B in SUNSET PLAZA SUBDIVISION, FIRST PLATTING to the City of Norfolk, Madison County, Nebraska, together with that Part of the North One-Half of vacated Market Lane abutting Lot 6B on the south, described in Ordinance No. 5026 filed September 8, 2008, in 2008-09, page 500-503 of the Records of Madison County, Nebraska.

**Project Site Depiction:**

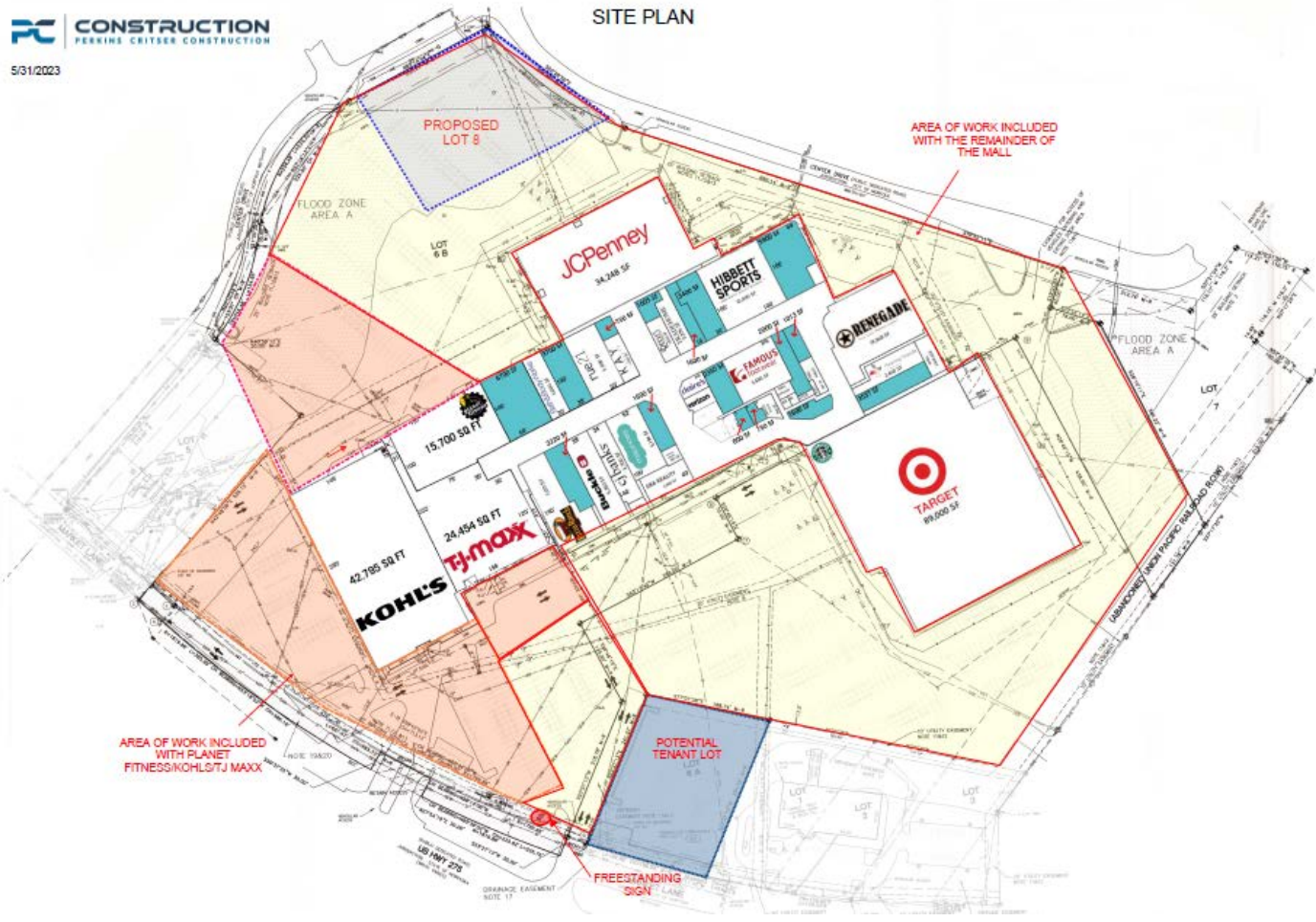


\* Project Site outlined in red

Exhibit "A"



**Exhibit "B"**  
**Redevelopment Project Site Plans**



\* The site plans contained under this Exhibit "B" are for reference purposes only and are subject to change.

Exhibit "B"

**Exhibit "C"**  
**Projected TIF Sources and Uses**

**Projected TIF Sources:**

Assumptions:

Base Tax Amount of Project Site	\$4,500,000
Post-Redevelopment Valuation	\$24,000,000
Tax Levy (2022)	1.960172
TIF Revenues/Year	\$378,412
Total Potential TIF Revenues	\$5,676,180
Bond Principal Amount:	NTE \$3,500,000
Interest Rate:	NTE 6.50%

**Phase Two Improvements Eligible Costs/Projected TIF Uses:**

Parking Lot Improvements	\$975,000
Food Court Area	\$750,000
Hallways/General Interior	\$850,000
Exterior/Façade	\$1,150,000
Tenant Space Rehabilitation	\$250,000
City Legal Fees	\$15,000
<b>TOTAL</b>	<b>\$3,990,000</b>

\* The above figures are only estimates of the Eligible Costs and other costs, and such actual costs will be reflected in the Eligible Cost Certifications required under Section 2 of the Redevelopment Contract.

**Exhibit "D"**  
**Form of Bond**

(See Attached)

**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 (THE SUNSET PLAZA REDEVELOPMENT PROJECT)  
SERIES \_\_\_\_**

Dated Date: \_\_\_\_\_

Interest Rate Per Annum

Final Maturity Date

6.50%

January 1, 20\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Norfolk, Nebraska (the "Agency"), pursuant to that certain redevelopment contract dated \_\_\_\_\_, 2024, entered into by and between the Agency and North Kings Highway, LLC (the "Redevelopment Contract"), 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, in lawful money of the United States of America, the principal amount on Schedule 2 attached hereto, with such principal sum to become due on the maturity date set forth above, with interest on the unpaid balance of the "Cumulative Outstanding Principal" amount reflected in Schedule 2 from date of delivery hereof until maturity or earlier redemption at the rate per annum set forth above. Said interest shall be payable on June 1, 20\_\_\_\_, and semiannually thereafter on June 1 and December 1 of each year.

**THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 2 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$3,500,000. NOTWITHSTANDING THE FOREGOING, THE PRINCIPAL AMOUNT ADVANCED ON THIS NOTE, UP TO SAID MAXIMUM PRINCIPAL AMOUNT, IS SUBJECT TO THE TERMS SET FORTH IN THE RESOLUTION AND SECTION 2 OF THE REDEVELOPMENT CONTRACT.**

The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of the Agency, as Paying Agent and Registrar for the Agency, at the offices of the Agency, 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 one of one bond of its series in the total principal amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000), 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 and as designated in that Redevelopment Plan recommended by the Agency and approved by the Mayor and City Council of the City of Norfolk, Nebraska, on December 18, 2023 (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2012, commonly known as the Nebraska Community Development Law (the "Act"), as amended, 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.

The registered owner, pursuant to the terms of the Resolution and Redevelopment Contract, may from time to time enter the respective amounts advanced under the column headed "Principal Amount Advanced" on Schedule 2 hereto (the "Table") and may enter the aggregate principal amount of this bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner pursuant to the redemption provisions of the Resolution, the registered owner may enter the principal amount paid on this Bond under the column headed

“Principal Amount Redeemed” on the Table and may enter the then outstanding principal amount of this bond under the column headed “Cumulative Outstanding Principal Amount” on the Table. Notwithstanding the foregoing, the records maintained by the Registrar as to the principal amount issued and principal amounts paid on this bond shall be the official records of the Cumulative Outstanding Principal Amount of this bond for all purposes.

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 Site" (as defined in the Redevelopment Contract) for all taxes received by the Agency's Treasurer attributable to the Project Site which are received by said Treasurer as of and from and after January 1 of the year following the effective date of the Redevelopment Contract, and which are attributable to valuation increases of the real estate described in the Redevelopment Contract and within the Project Site based on valuation increases in excess of the "redevelopment project valuation" under Section 18-2103(29) of the Act, determined as of January 1 of the year prior to the effective date.

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.

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 City Council of the City of Norfolk, Nebraska, as the governing body of the Agency have caused this bond to be executed on behalf of the Agency by being signed by the Mayor and City Clerk, all as of the Dated Date shown above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF NORFOLK,  
NEBRASKA

ATTEST:

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

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



## SCHEDULE 1

### 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
_____, 20__		(Sample – Do Not Sign)





**Exhibit "E"**  
**Memorandum of Redevelopment Contract**

(See Attached)

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Once recorded, return to:  
Norfolk City Clerk  
309 N 5th St  
Norfolk, NE 68701

## MEMORANDUM OF REDEVELOPMENT CONTRACT

This Memorandum of Redevelopment Contract (“Memorandum”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Community Development Agency of the City of Norfolk, Nebraska (“Agency”) and North Kings Highway, LLC, a Florida limited liability company (“Redeveloper”).

1. **Redevelopment Contract.** Agency and Redeveloper have entered into that certain Redevelopment Contract, dated as of \_\_\_\_\_, 2024 (“Redevelopment Contract”), describing the public and private improvements being made by the Redeveloper on the real property legally described as:

Lots 6A and 6B in SUNSET PLAZA SUBDIVISION, FIRST PLATTING to the City of Norfolk, Madison County, Nebraska, together with that Part of the North One-Half of vacated Market Lane abutting Lot 6B on the south, described in Ordinance No. 5026 filed September 8, 2008, in 2008-09, page 500-503 of the Records of Madison County, Nebraska.

(the "Project Site")

2. **Tax Increment Financing.** The Redevelopment Contract provides for the capture of the tax-increment financing (“TIF”) revenues by the Agency derived from the improvements 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) of the Redevelopment Project. The TIF revenues so captured by the Agency shall be used to reimburse Redeveloper for construction of certain TIF-eligible improvements described in the Redevelopment Contract via debt service payments on a TIF Bond issued by the Agency.

3. **Minimum Valuation.** The Redevelopment Contract establishes a minimum taxable real property valuation of \$24,000,000 for the Project Site (the “Minimum Valuation”). The Redevelopment Contract further provides that Redeveloper, and its successors and assigns, shall not: (a) protest the real property valuation of the Project Site to a sum less than the Minimum Valuation; or (b) convey the Project Site, or portion thereof, or any structures or units thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes.

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 Bond.

**(Signatures on following page)**



