

ORDINANCE NO. 38516

AN ORDINANCE to approve a Tax Increment Financing (TIF) Redevelopment Loan Agreement between the City of Omaha and Lot 9, LLC which authorizes the sale of Lot 9 Union Pacific Place Replat 1, a subdivision in Douglas County, Nebraska, for \$261,919.00; to authorize development and conversion of the vacant site within the "NODO" area of Omaha for the construction of a 4-story loft building at the corner of 13th and Cuming Streets with 1st floor retail, 2nd floor office and the 3rd and 4th floors studio apartments with related improvements; and, to authorize the use of \$661,000.00 in excess ad valorem taxes (TIF) generated by such development to help fund it; and providing for an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Tax Increment Financing (TIF) Redevelopment Loan Agreement between the City of Omaha and the Lot 9, LLC authorizing the sale of Lot 9 Union Pacific Place Replat 1, a subdivision in Douglas County, Nebraska by the City of Omaha to Lot 9, LLC for \$261,919.00 and to authorize \$661,000.00 in Tax Increment Financing to implement the Tax Redevelopment Project Plan that provided for the development of a 4-story loft building at the corner of 13th and Cuming Streets with 1st floor retail, 2nd floor office and the 3rd and 4th floors studio apartments with related improvements. The project consists of site acquisition, demolition, rehabilitation and the development of the site and abutting public rights-of-way. The Mayor is authorized to execute and the City Clerk to attest any other documents in connection with the Redevelopment Agreement that are necessary or appropriate to consummate the loan.

Section 2. Said Redevelopment Agreement contains obligations undertaken pursuant to the Nebraska Community Development Law and Sections 18-2147 through 18-2150; and, are not otherwise obligations of the City of Omaha.

Section 3. That this Ordinance, not being legislative in character, shall take effect upon the date of its passage in accord with Section 2.12 of the Omaha Municipal Code.

INTRODUCED BY COUNCILMEMBER

Harry A. ...

APPROVED BY:

Jim Smith 9/17/09
MAYOR OF THE CITY OF OMAHA DATE

PASSED SEP 15 2009 6-0

ATTEST:

Dorothy Brown 9/17/09
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

R. C. ... 8/10/09
ASST CITY ATTORNEY DATE

Plnlsf1304-ord

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's Office.

Dorothy Brown
City Clerk, City of Omaha

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement ("Agreement") is entered into by and between the City of Omaha, a Nebraska municipal corporation in Douglas County, Nebraska (the "City") and Lot 9, LLC, a Nebraska Limited Liability Company ("Developer").

PRELIMINARY STATEMENT

On June 30, 2009, the City Council of the City of Omaha approved the Lot 9, LLC Tax Increment Financing Redevelopment Project Plan (the "Redevelopment Plan") which recommended and provided for the sale of the approximately 37,417 sq. ft. of Lot 9 Union Pacific Place, A Subdivision in Douglas County, Nebraska, to Lot 9, LLC for \$261,919.00 to complete the assemblage of the site for the remediation, renovation, redevelopment and conversion of the vacant site within the "NODO" area of Omaha, for the construction of a 4-story loft building (the "Building") at the corner of 13th and Cuming Streets with 1st floor retail, 2nd floor office and the 3rd and 4th floors studio apartments with related improvements, and the use of \$661,000.00 in excess ad valorem taxes generated by such development.

This Agreement is a Redevelopment Agreement prepared pursuant to the Nebraska Community Development Law in order to implement the Redevelopment Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings for purposes of this Agreement.

"Director" shall mean the Director of the City of Omaha Planning Department.

"Division Date" shall mean the date after which any ad valorem tax levied upon real property in the Redevelopment Site shall be divided as is provided in the Redevelopment Law.

"Excess Tax Revenues" shall mean any ad valorem tax which is produced after the Division Date upon real property in the Redevelopment Site by the levy (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively "public bodies") in excess of any ad valorem tax which is produced by such levy upon the Redevelopment Project Valuation.

"Redevelopment Law" shall mean the Community Development Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.

"Redevelopment Project" shall mean, the assemblage, remediation, rehabilitation and redevelopment of the site and abutting public rights-of-way for the development of a 4-story loft building at the corner of 13th and Cuming Streets with 1st floor retail, 2nd floor office and the 3rd and 4th floors studio apartments with related improvements as shown on the Site Plan Exhibit "A".

"Redevelopment Site / Site Plan" shall mean the approximately 37,417 sq. ft. contiguous Lot 9, LLC, Tax Increment Financing (TIF) Redevelopment Project Plan Area for the development a 4-story loft building at the corner of 13th and Cuming Streets with 1st floor retail, 2nd floor office and the 3rd and 4th floors studio apartments. legally described as Lot 9 Union Pacific Place, A Subdivision in Douglas County, Nebraska, with abutting public right-of-ways and any now or hereafter vacated right of way adjoining such lot as shown on Exhibit "B".

"Redevelopment Loan" shall mean the loan to be made by the Developer to the City pursuant to Section 3.2 of this Agreement.

"Redevelopment Note" shall mean the redevelopment note to be issued by the City in the form of Exhibit "C" attached hereto, which shall be in the principal amount of \$661,000.00 and which shall be repaid from Excess Tax Revenues from the Redevelopment Project.

"Redevelopment Project Valuation" shall mean the valuation of the real property located in the Redevelopment Site as of the day immediately preceding the Division Date in accordance with the Redevelopment Law.

SECTION 2. SALE OF PROPERTY

As soon as reasonably practical after the approval of this Agreement by the City Council of the City, Developer shall purchase from the City, and the City shall sell to Developer, the Redevelopment Site (Lot 9, Union Pacific Place, an Addition to the City of Omaha, Douglas County, Nebraska) upon the following terms and conditions: (a) the Purchase Price payable by Developer shall be \$261,919.00; (b) the Redevelopment Site shall be conveyed by the City to Developer by warranty deed free from all liens, claims, encumbrances and tenancies, and subject only to easements, covenants and restrictions acceptable to Developer including, without limitation, a Declaration of Restrictive Covenants recorded November 3, 2000 in Book 1357 at Page 297 of the Miscellaneous Records of Douglas County, Nebraska (the "Covenants"); provided, prior to, or as soon as possible after, the closing of the sale of the Redevelopment Site, City shall cause the Covenants to be amended to permit the use of the Redevelopment Site for residential purposes on all floors above the first floor of the building(s) to be constructed on the Redevelopment Site; (c) City shall execute an affidavit regarding Owner to permit Developer to have the standard exceptions deleted from its title insurance policy; (d) Developer shall pay all costs of recording the warranty deed, the premium for its title insurance policy and all other costs associated with the closing of the sale; and (e) neither City nor Developer shall engage any broker or agent in connection with the sale and neither shall be responsible for any broker commission or fee in connection with the sale.

SECTION 3 OBLIGATIONS OF THE CITY.

The City shall:

- 3.1 Borrow the Redevelopment Loan and issue to the Developer or the Developer's designee or assignee at closing the Redevelopment Note. The Redevelopment Note will be transferable upon prior approval of the City of Omaha. The Developer and any subsequent holder of the Redevelopment Note shall give written notice of any such transfer to the City.
- 3.2 Grant the \$661,000.00 Redevelopment Loan proceeds to the Developer for eligible acquisition remediation, development, and public improvement costs.
- 3.3 Cause the Douglas County Assessor to establish and transmit to the City and the Douglas County Treasurer the Redevelopment Project Valuation for the Redevelopment Site in accordance with Section 18-2148 of the Redevelopment Law. Thereafter, in accordance with Section 18-2147 of the Redevelopment Law, the City shall establish separate funds into which Excess Tax Revenues from the Redevelopment Site shall be paid and from which the principal and interest of the Redevelopment Note shall be paid. Monies collected and held in the special funds shall be used to repay the Redevelopment Loan pursuant to the Redevelopment Note and for no other purpose until the Redevelopment Note has been paid in full.
- 3.4 Agree to the release of all City easements as necessary and appropriate with the developer being responsible for the recording of the documentation thereof in the office of the Douglas County Register of Deeds.
- 3.5 Grant the Developer temporary construction easements or rights to enter upon City property as reasonably necessary to construct the public improvements thereon referred to in Section 4.1 hereof.
- 3.6 Ensure that prior to disbursement of Redevelopment Loan proceeds the Developer shall provide the Director with evidence, acceptable to the Director, that private funds have been irrevocably committed to the Redevelopment Project in the amount sufficient to complete the Redevelopment Project.

SECTION 4. OBLIGATIONS OF THE DEVELOPER.

The Developer shall:

- 4.1 Acquire the Redevelopment Site and complete the Redevelopment Project substantially as reflected on the Site Plan on or before June, 2011, creating an increase in real property taxable base by reason of such construction of at least \$4,225,500.00 on the Redevelopment Site during the period of time that the Redevelopment Note is outstanding. The City hereby approves the Redevelopment Project and the development of the Redevelopment Site substantially as reflected on the Site Plan. The Director shall have the right to

review and approve exterior architectural design and materials, which approval shall not be unreasonably withheld, conditioned or delayed. Any material change in the Site Plan will require an administrative amendment to this Agreement and be subject to the approval of the City in accordance with Section 5.10, which approval shall not be unreasonably withheld, conditioned or delayed.

4.2 Loan redevelopment funds to the City in the principal amount of \$661,000.00, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Issuance of the Redevelopment Note shall be at closing which shall be as soon as reasonably possible after execution of this Agreement and acquisition of the Redevelopment Site by the Developer, but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to grant the Redevelopment Loan proceeds to the Developer for redevelopment purposes under Section 3.2 may be accomplished by offset so that the Developer retains the Redevelopment Loan proceeds. To the extent Excess Tax Revenues are unavailable to the City for payment pursuant to Section 3.3, the indebtedness evidenced by the Redevelopment Note shall be forgiven as provided in the Redevelopment Note and the obligations of the Developer shall remain unaffected. If the City so requests, the Developer shall, from time to time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan proceeds.

4.2.1 Such loan funds shall be disbursed as provided in Section 3.

4.2.2 Such loan shall bear an interest rate not to exceed 8.00% per annum as long as the projected tax revenues support the debt obligation.

4.2.3 The principal shall be repaid by the City from the special fund established pursuant to Section 3.3, as excess ad valorem taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, become available to the City for such use. To the extent of such excess ad valorem taxes are unavailable to the City, the loan shall be forgiven and the obligations of the Developer shall remain unaffected.

4.3 During the period that the Redevelopment Note is outstanding: (1) not protest a real estate improvement valuation on the Redevelopment Site of \$261,919.00 or less prior to and during construction; and \$4,487,419.00 or less after substantial completion and occupancy of the mixed-use residential and commercial development to be constructed on the Redevelopment Site, and pay all real estate taxes levied on the Redevelopment Site prior to delinquency; (2) not convey any portions of Redevelopment 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; (3) not apply to the Douglas County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the Redevelopment Site (which restriction shall not prohibit a condominium); (4) maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site; and (5) in the event of casualty, apply such insurance proceeds to their reconstruction. Developer shall not be required to comply with

any of the foregoing covenants if the holder of the Redevelopment Note waives any loss resulting from the Excess Tax Revenues to be insufficient to pay the Redevelopment Note in full.

- 4.4 The covenants set forth in Section 4.3 shall be referenced in a Notice of Redevelopment Agreement to be recorded with the Douglas County, Nebraska Register of Deeds. The Developer agrees to include the same restrictions in any subsequent sale, assignment, sale-leaseback or other transfer of the property, but shall not be responsible otherwise for the actions of the third parties if such third parties breach these covenants if the Developer no longer owns the property.
- 4.5 The Developer and any subsequent holder of the Redevelopment Note shall provide the City Finance Department with written certification that it owns and holds the original executed Redevelopment Note prior to disbursement of any proceeds for the payment of the Redevelopment Note. If a Redevelopment Note is lost, destroyed, or stolen, the Developer or any subsequent holder of the Redevelopment Note may so certify to the City, whereupon the City shall issue a replacement Redevelopment Note; provided, that the Developer or such subsequent holder shall provide the City with an indemnity agreement or other security reasonably required by the City in connection with the issuance of the replacement Redevelopment Note.
- 4.6 It is anticipated that the City will enact some type of ordinance(s) regulating use of property within the area in which the Redevelopment Site is located due to the construction of a baseball stadium in such area and the use of such stadium for the College World Series. Such ordinance(s) may restrict or prohibit certain structures, sales permits, signage, inflatables, wraps and other matters during the College World Series relating to the exterior of, or outside the Building but such ordinances shall not restrict or prohibit the structure of the Building itself or any otherwise lawful use or activity within the Building. Developer agrees not to object to any such ordinance(s) or claim any grandfathered rights in connection with such ordinance(s).

SECTION 5. PROVISIONS OF THE AGREEMENT.

- 5.1 Equal Employment Opportunity Clause. Annexed hereto as Exhibit "D" and made a part hereof by reference are the equal employment provisions of this Agreement, wherein the "Developer" is referred to as "Contractor".
- 5.2 Non-discrimination. The Developer shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- 5.3 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 5.4 Applicable Law. Parties to this Agreement shall conform to all existing and applicable city ordinances, state laws, federal laws, and all existing and applicable environmental rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- 5.5 Interest to the City. Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of the City of Omaha shall have a financial interest, direct or indirect, in any City of Omaha contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Omaha shall render the contract voidable by the Mayor or City Council.
- 5.6 Merger. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.
- 5.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.
- 5.8 Assignment: Developer shall have the right to assign all or any of its rights and delegate all or any of its duties under this Agreement with the prior written consent of the City, which shall not be unreasonably withheld, delayed or conditioned. The Mayor may, without City Council approval, approve, in writing, the assignment or delegation of any or all rights or duties hereunder to any other entity that may succeed to the ownership of any portion of the Redevelopment Site provided that the Mayor determines that such successor is reputable, creditworthy and experienced in the operation of the business to be conducted on the portion of the Redevelopment Site to be acquired. Notwithstanding the foregoing, in all events the Developer shall have the right to assign its rights under Section 3.3 of this Agreement to any successor holder of the Redevelopment Note and in the event of such an assignment, the successor holder

of the Redevelopment Note shall have the right to enforce the provisions of Section 3.3 of this Agreement.

5.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.

5.10 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. In that regard, the parties hereto hereby nominate the following individuals, or their successors, to be their respective authorized representatives, acting in their specific capacities, to execute any such administrative amendments to this Agreement on their behalf:

For the City: The Mayor

For the Developer: Christian Christensen, President

The parties hereto recognize that any such amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

- (i) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (ii) Those that require the expenditure of \$75,000.00 or more of City funds above the levels contained in this Agreement; and
- (iii) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement.

5.11 Binding Effect. This Agreement shall be binding upon the Developer's successors and assigns.

5.12 Option to Landscape. The City acknowledges that the Developer may desire to landscape portions of the City's property that are located between the Redevelopment Site and the sidewalk located on the City's property. The City agrees that it will, at Developer's request at any time and without requiring any additional compensation of Developer, grant to Developer an option to landscape all or any portion of such property through the process described hereafter. Should Developer desire to landscape, it shall submit its proposed landscaping plan to the City of Omaha for approval. The City shall review the plan to insure consistency with other landscaping plans and to insure that it does not interfere

with any public use. In the event Developer desires to exercise this option, Developer shall provide written notice to the City, and the City and Developer shall negotiate in good faith and enter into an agreement to be executed and recorded with respect to the property affected. The cost of exercising the landscaping option, installing any landscaping, or repairing any damage that may be caused on City property as a result of the use of City property by Developer shall be paid by the Developer. Further, Developer shall be responsible for returning the property to its original condition if requested to do so by the City.

5.13 Binding Obligations. The City represents and warrants that its obligations under this Agreement for the repayment of the Redevelopment Loan and Redevelopment Note constitute legal, valid and binding obligations of the City, and are enforceable against the City.

SECTION 6. AUTHORIZED REPRESENTATIVE.

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

(1) City of Omaha:

R.E. Cunningham, RA, F.SAME, Director
City Planning Department
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, NE 68183

Legal Service
c/o City Clerk
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, NE 68183

(2) Developer:

Lot 9, LLC
Bluestone Development, LLC, Manager
Christian Christensen, President
701 South 15th Street, Studio 100
Omaha, NE 68102

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

SECTION 7. EXHIBITS.

The exhibits attached to this Agreement and referred to herein be part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth beneath their respective signatures, the later of which shall be considered the date of this Agreement for reference purposes.

434

141/111000

ORDINANCE NO. 38516

AN ORDINANCE to approve a Tax Increment Financing (TIF) Redevelopment Loan Agreement between the City of Omaha and Lot 9, LLC which authorizes the sale of Lot 9 Union Pacific Place Replat 1, a subdivision in Douglas County, Nebraska, for \$261,919.00; to authorize development and conversion of the vacant site within the "NODO" area of Omaha for the construction of a 4-story loft building at the corner of 13th and Cuming Streets with 1st floor retail, 2nd floor office and the 3rd and 4th floors studio apartments with related improvements; and, to authorize the use of \$661,000.00 in excess ad valorem taxes (TIF) generated by such development to help fund it; and providing for an effective date.

Plnsf1304-backing

30

PUBLICATIONS

PUBLICATION OF HEARING

Date 8-28-09

PUBLICATION OF ORDINANCE

Date _____

PRESENTED TO COUNCIL

1st Reading AUG 25 2009 - hearing
9-1-09

Hearing SEP - 1 2009 - Over by
9/5/09 pursuant to City
Council Rule III H

Final Reading SEP 15 2009

Passed 6-0

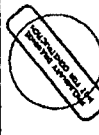
BUSTER BROWN
City Clerk

lot 9
APTS
13th Street
Columbus, MO 64102



ALLEN POTYER
MACCHIETTO
1713 James Street
Columbus, MO 64102
PH: 603.241.1214
FX: 603.241.4233
@potyermac.com

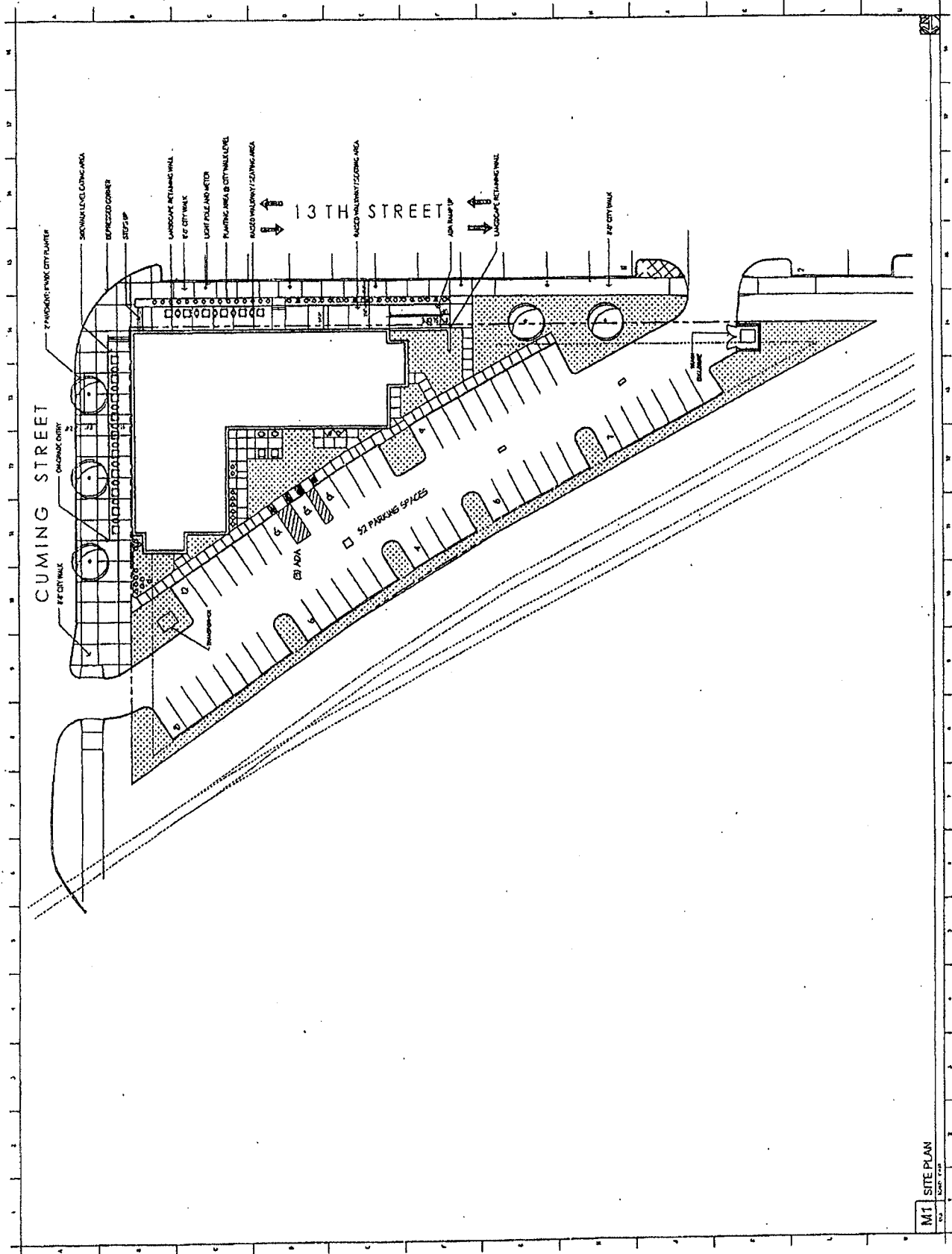
Contract No. _____
Date: _____
Scale: _____
Project Name: _____
Site Location: _____
Client: _____
Architect: _____
Engineer: _____
Landscape Architect: _____
Interior Designer: _____
Mechanical Engineer: _____
Electrical Engineer: _____
Civil Engineer: _____
Structural Engineer: _____
Soil Engineer: _____
Environmental Engineer: _____
Historic Preservation: _____
Traffic Engineer: _____
Public Works: _____
Fire Department: _____
Police Department: _____
Health Department: _____
Water Department: _____
Sewer Department: _____
Public Utilities: _____
Other: _____



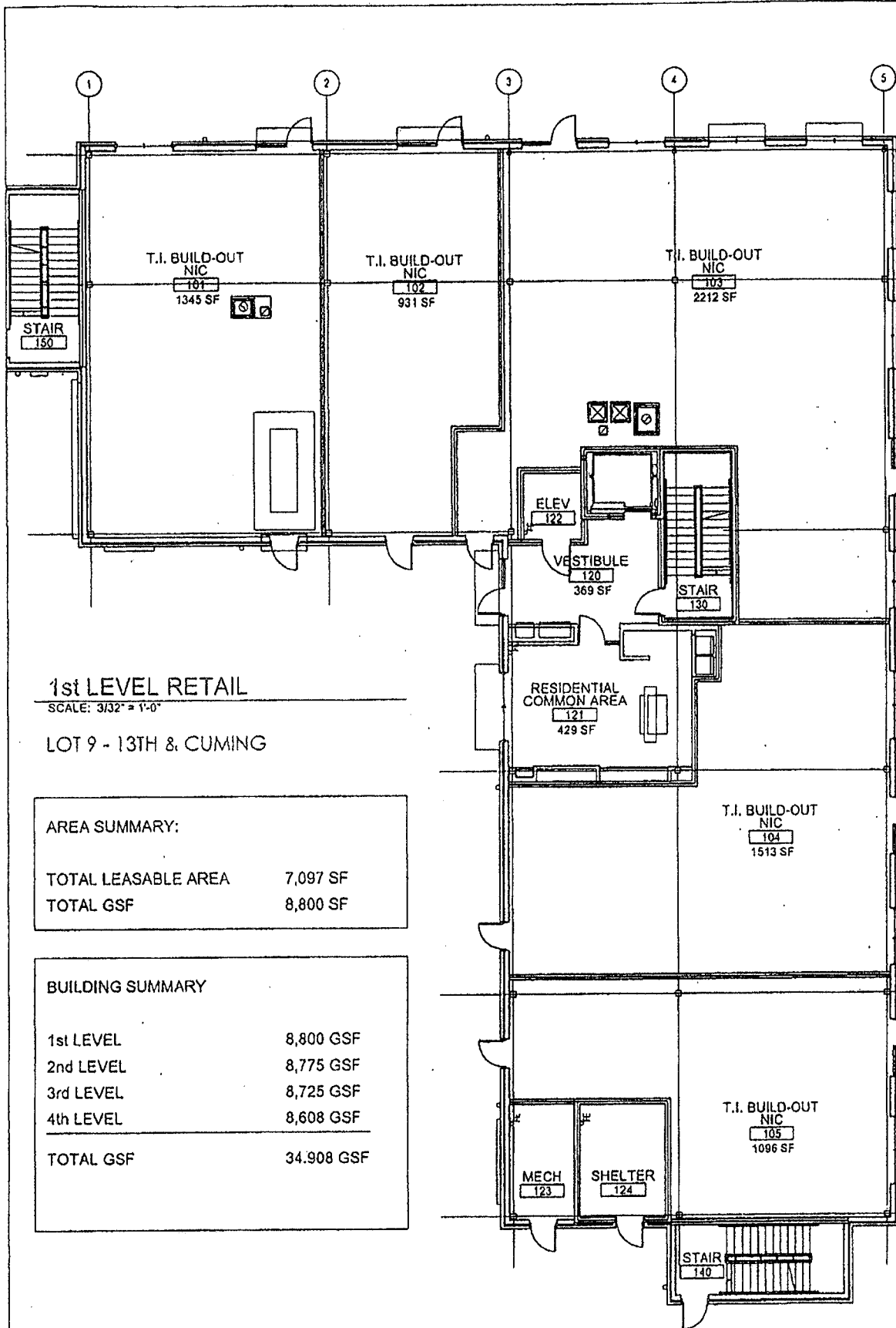
NO. _____
DATE: _____
BY: _____
CHECKED BY: _____
APPROVED BY: _____

SHEET NO.
L1.0

1 OF 5



M1 SITE PLAN
DATE: 12/12/08



1st LEVEL RETAIL

SCALE: 3/32" = 1'-0"

LOT 9 - 13TH & CUMING

AREA SUMMARY:

TOTAL LEASABLE AREA	7,097 SF
TOTAL GSF	8,800 SF

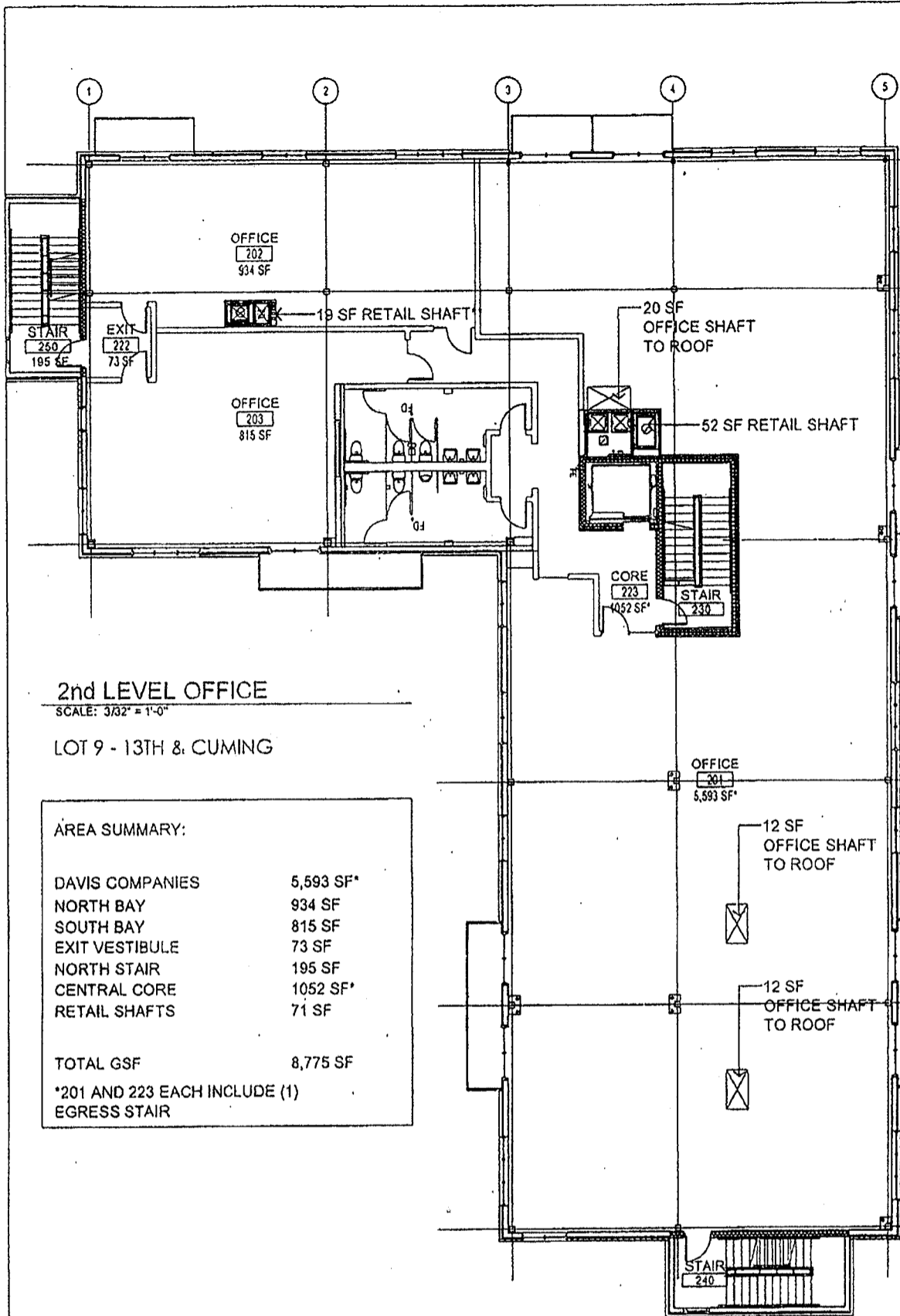
BUILDING SUMMARY

1st LEVEL	8,800 GSF
2nd LEVEL	8,775 GSF
3rd LEVEL	8,725 GSF
4th LEVEL	8,608 GSF
TOTAL GSF	34,908 GSF

PROJECT NUMBER:	07059
FILE LOCATION:	J:\2007\07059 - Christensen C-Loi\Site CumIng\Drawings\SKETCHES
DATE:	2008-12-03

DWG. NO. SK 10 01

ALLEY POYNER MACCHIETTO
 ARCHITECTS
 1213 Jones Street
 Omaha, NE 68102
 Ph: 402.341.1544
 Fx: 402.341.6735
 alleypoyner.com



2nd LEVEL OFFICE

SCALE: 3/32" = 1'-0"

LOT 9 - 13TH & CUMING

AREA SUMMARY:

DAVIS COMPANIES	5,593 SF*
NORTH BAY	934 SF
SOUTH BAY	815 SF
EXIT VESTIBULE	73 SF
NORTH STAIR	195 SF
CENTRAL CORE	1052 SF*
RETAIL SHAFTS	71 SF

TOTAL GSF 8,775 SF

*201 AND 223 EACH INCLUDE (1) EGRESS STAIR

PROJECT NUMBER: 07059

FILE LOCATION: J:\2007\07059 - Christensen C-Lot9Site Cumming\Drawings\SKETCHES

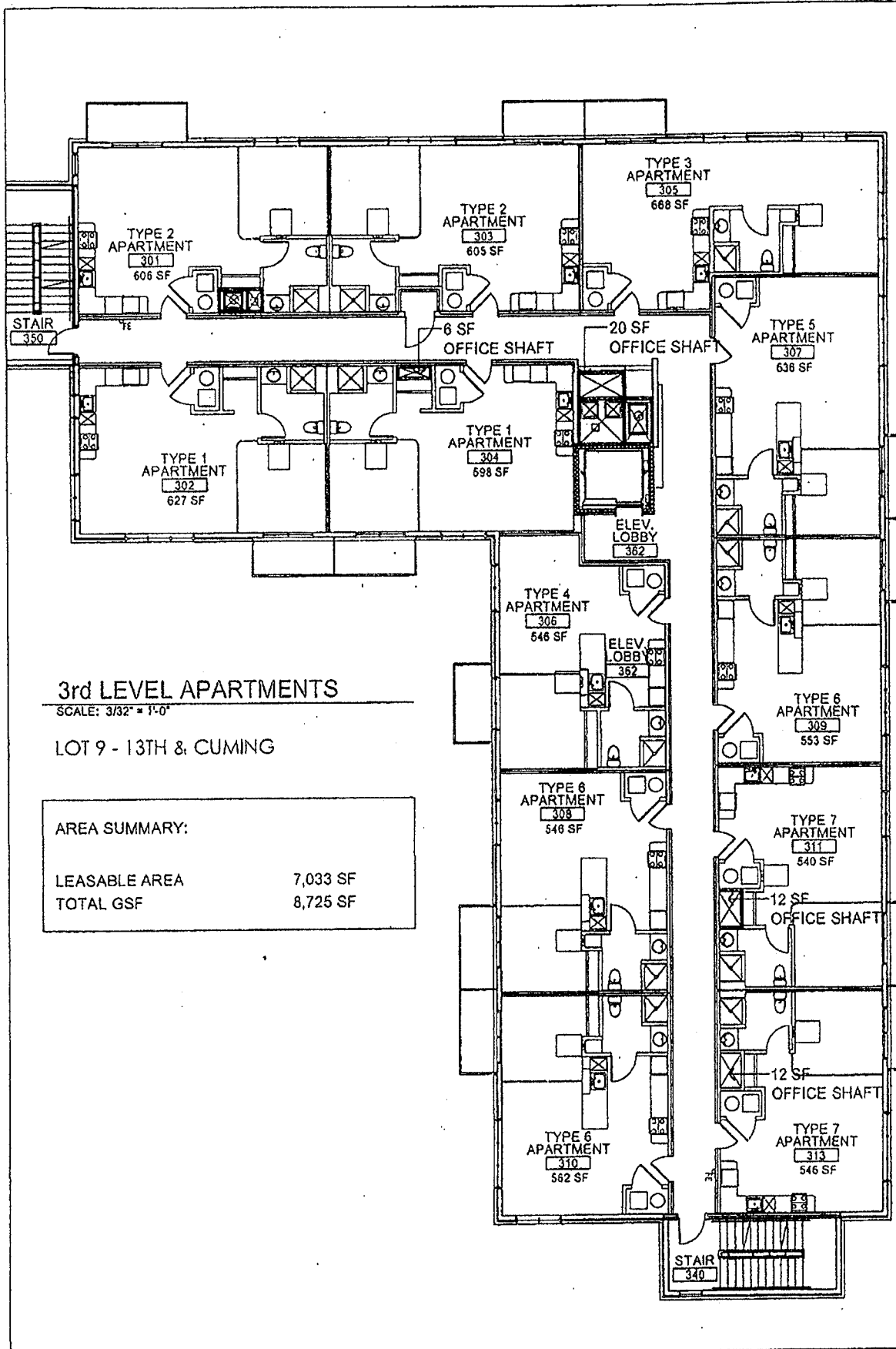
DATE: 2008-12-03

DWG. NO.

SK 10
02

ALLEY+POYNER
MACCHIETTO

1213 Jones Street
Omaha, NE 68102
Ph: 402.341.1544
F: 402.341.4735
alleypoyner.com



3rd LEVEL APARTMENTS

SCALE: 3/32" = 1'-0"

LOT 9 - 13TH & CUMING

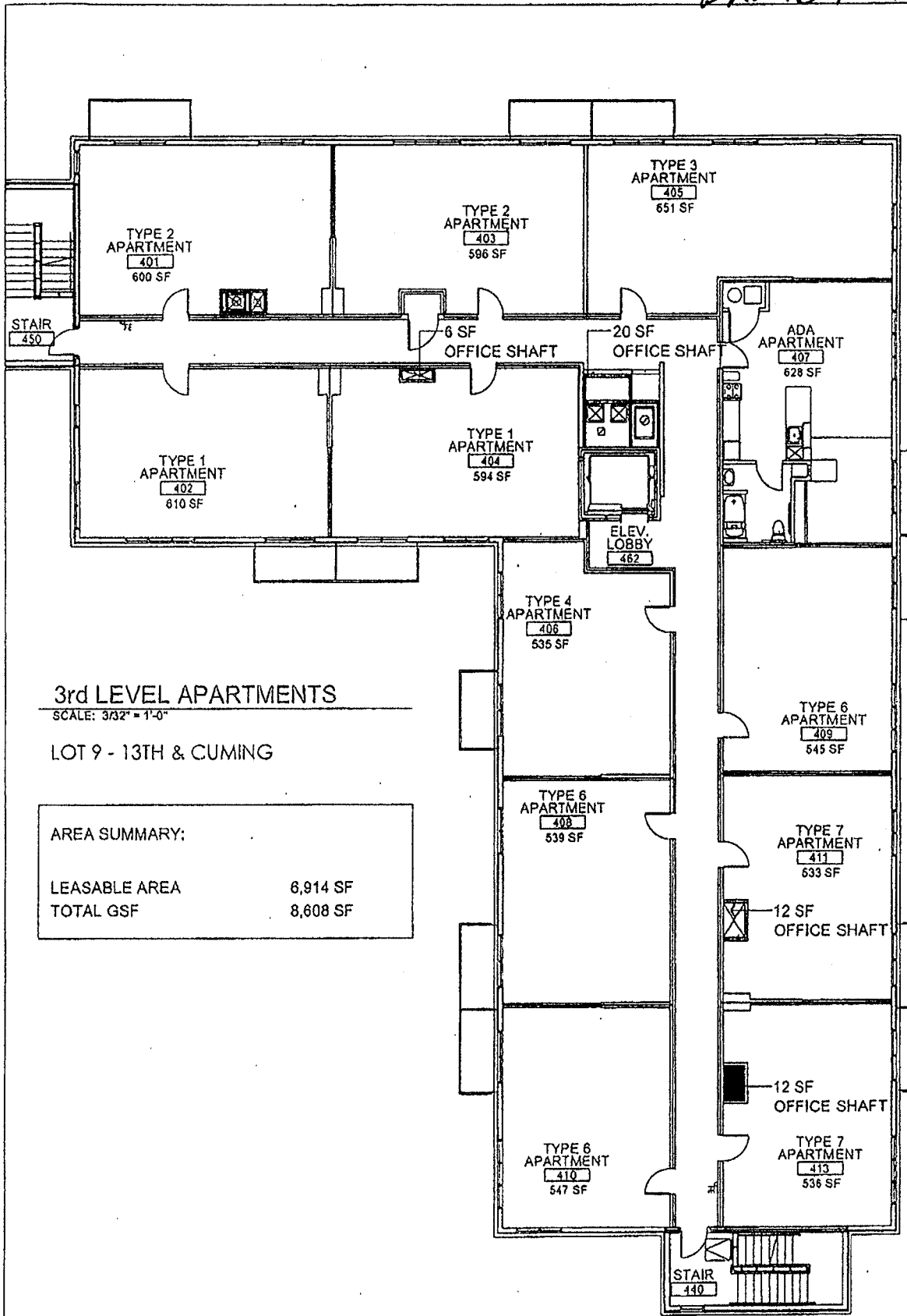
AREA SUMMARY:

LEASABLE AREA	7,033 SF
TOTAL GSF	8,725 SF

PROJECT NUMBER: 07059
 FILE LOCATION: J:\2007\07059 - Christensen C-Lot9Site Cuming\Drawings\SKETCHES
 DATE: 2008-12-03

DWG. NO.
SK 10
 03

ALLEY POYNER
 MACCHIETTO
 1213 Jones Street
 Omaha, NE 68102
 Ph: 402.341.1544
 Fx: 402.341.4735
 alleypoynr.com



3rd LEVEL APARTMENTS

SCALE: 3/32" = 1'-0"

LOT 9 - 13TH & CUMING

AREA SUMMARY:

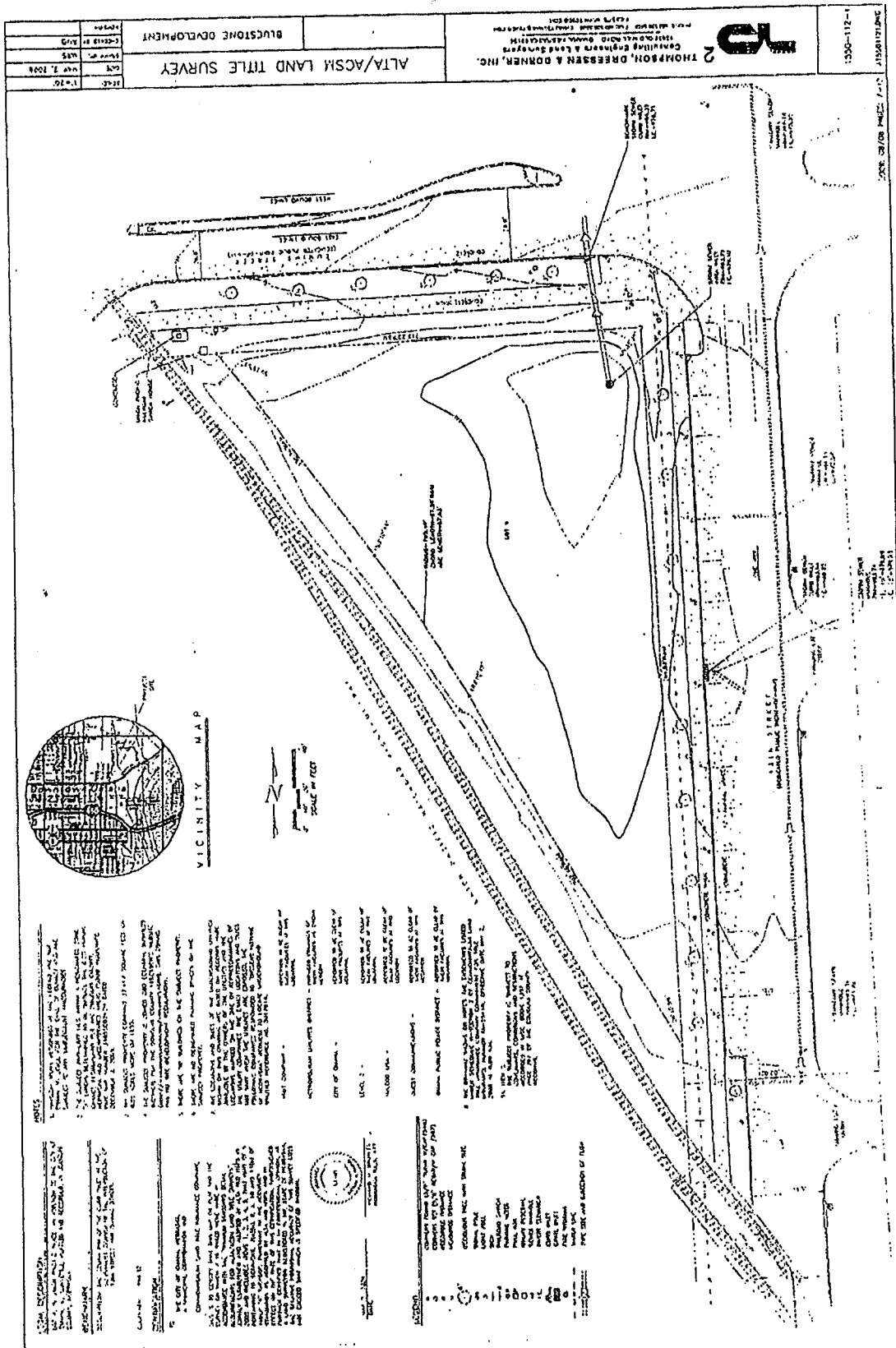
LEASABLE AREA	6,914 SF
TOTAL GSF	8,608 SF

PROJECT NUMBER: 07059
 FILE LOCATION: J:\2007\07059 - Christensen C-Lo19Site CumIng\Drawings\SKETCHES
 DATE: 2008-12-03

DWG. NO.
 SK 10
 04

ALLEY-POYNER
 MACCHIETTO
 ARCHITECTS
 1213 Jones Street
 Omaha, NE 68102
 P: 402.341.1544
 F: 402.341.4735
 alleypoyner.com

EXHIBIT "B"



1550-112
 2 THOMPSON, DRESSER & DONNER, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 1000 DALLAS ROAD, SUITE 1000, DALLAS, TEXAS 75201
 PHONE: 972-343-1111
 FAX: 972-343-1112
 1550-112-112

ALTA/ACSM LAND TITLE SURVEY
 BLUESTONE DEVELOPMENT
 DATE: MAY 2, 2008
 SCALE: 1"=100'

1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909 AND THE SURVEYING ACT OF 1933.
 2. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
 3. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
 4. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
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11. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
 12. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
 13. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
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 15. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
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 17. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
 18. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
 19. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
 20. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.

21. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
 22. THE SURVEY WAS MADE BY MEASUREMENT OF ANGLES AND DISTANCES.
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EXHIBIT "C"

REDEVELOPMENT NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE " '33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF OMAHA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF OMAHA TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

\$661,000.00

September _____, 2009

FOR VALUE RECEIVED, the City of Omaha, Nebraska ("Borrower"), promises to pay Lot 9, LLC, whose address is 701 South 15th Street, Studio 100 Omaha, NE. 68102 (the "Payee"; the Payee, together with any subsequent holder(s) hereof, hereinafter collectively referred to as the "Holder") the principal sum of Six Hundred sixty one Thousand Dollars 0/100 Dollars (\$661,000.00), together with interest thereon at the rate of eight percent (8%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the Holder of this Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated the ___ day of August, 2009 by and between the city of Omaha, Borrower, and Lot 9, LLC and / or the Holder (the "Redevelopment Agreement"), are collected by the City of Omaha and available for the retirement of the debt evidenced by this Note.

In the event of default under this Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to five percent (5%) above the regional prime or base rate as used by the First National Bank, Omaha, NE 68102, its successors and/or assignees, ("Lender"), from time to time, however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay, in full, all amounts due and owing at a date fifteen (15) years from the effective date of the Lot 9, LLC Tax Increment Financing (TIF) Redevelopment Project Plan for the construction of a 4-story loft building at the corner of 13th and Cuming Streets with 1st floor retail, 2nd floor office, and 3rd and 4th floor studio apartments and related improvements and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the Borrower and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from the effective date of the Lot 9, Tax Increment Financing (TIF)

Redevelopment Project Plan for the construction of a 4-story loft building at the corner of 13th and Cuming Streets with 1st floor commercial, 2nd floor office and 3rd and 4th floor studio apartments and related improvements, shall waive any unpaid portion of the principal and interest due upon written request of Borrower.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default hereunder by Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by hand delivery, commercial courier service which provides a written delivery receipt, or certified mail to Borrower in care of the Omaha City Finance Director at his official office address and to the Holder at its address set forth above or at such other address as Holder may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

CITY OF OMAHA, NEBRASKA, a Municipal Corporation

By: _____
Mayor of the City of Omaha

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Omaha

City Attorney

Plnls/1304-note

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the Program Provider agrees as follows:

- (1) The Program Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability as defined by the Americans With Disabilities Act of 1990 and Omaha Municipal Code 13-82. The Program Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. The Program Provider shall take all actions necessary to comply with the Americans With Disabilities Act of 1990 and Omaha Municipal Code (Chapter 13) including, but not limited to, reasonable accommodation. As used herein, the word "treated" shall mean and include, without limitation, the following: Recruited, whether advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Program Provider agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
- (2) The Program Provider shall, in all solicitations or advertisements for employees placed by or on behalf of the Program Provider, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or disability as recognized under 42 USCS 12101 et seq.
- (3) The Program Provider shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Program Provider's commitments under the Equal Employment Opportunity Clause of the City and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Program Provider shall furnish to the contract compliance officer all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, and including the information required by Sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the Contract Compliance Officer shall be those which are related to Paragraphs (1) through (7) of this subsection and only after reasonable notice is given the Program Provider. The purpose for this provision is to provide for investigation to ascertain compliance with the program provided for herein.

- (5) The Program Provider shall take such actions with respect to any sub-contractor as the City may direct as a means of enforcing the provisions of Paragraphs (1) through (7) herein, including penalties and sanctions for noncompliance; however, in the event the Program Provider becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as necessary to protect the interests of the City and to effectuate the provisions of this division; and in the case of contracts receiving federal assistance, the Program Provider or the City may request the United States to enter into such litigation to protect the interests of the United States.
- (6) The Program Provider shall file and shall cause his sub-contractor, if any, to file compliance reports with the Program Provider in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the Contract Compliance Officer. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Program Provider and his sub-contractor.
- (7) The Program Provider shall include the provisions of Paragraphs (1) through (7) of this Section, "Equal Employment Opportunity Clause", and Section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each sub-contractor or vendor.