
REDEVELOPMENT CONTRACT

by and between

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF IMPERIAL, NEBRASKA**

and

CITY OF IMPERIAL, NEBRASKA

Dated as of February 2, 2015

REDEVELOPMENT CONTRACT

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REDEVELOPMENT CONTRACT

This **REDEVELOPMENT CONTRACT**, dated as of February 2, 2015, is made and entered into by and between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF IMPERIAL, NEBRASKA** and the **CITY OF IMPERIAL, NEBRASKA**.

WITNESSETH:

WHEREAS, the City, in furtherance of the purposes and pursuant to the Act, and further pursuant to a resolution duly passed and approved by the Mayor and Council of the City on September 10, 2007, has designated the Redevelopment Area as blighted and substandard and in need of redevelopment; and

WHEREAS, the Redeveloper desires to redevelop a portion of the Redevelopment Area, the Project Area, by constructing and equipping the Project; and

WHEREAS, it is necessary, desirable, advisable, and in the best interests of the Authority and the Redeveloper to develop the real property comprising the Project Area and to construct the Project; and

WHEREAS, the construction of the Project will further the purposes of the Act and remediate certain blighted and substandard conditions existing in the Redevelopment Area; and

WHEREAS, the Authority and the Redeveloper desire to enter into this Contract for the purpose of setting forth the general terms and conditions under which the Redeveloper will construct the Project and the Redeveloper will receive tax increment financing assistance from the Authority in respect to a portion of the cost thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Authority and the Redeveloper do hereby represent, covenant, and agree as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Contract, the following words and terms used herein have the following meanings:

“Act” means, collectively, Article VIII, Section 12 of the Nebraska Constitution and Sections 18-2101 to 18-2154, inclusive, Reissue Revised Statutes of Nebraska, as amended.

“Administration Costs” means costs, including attorney’s fees, incurred by the Authority related to the annual administration, operation, management, and accounting of the Project and any TIF Indebtedness.

“Authority” means the Community Redevelopment Authority of the City of Imperial, Nebraska.

“City” means the City of Imperial, Nebraska.

“City Representative” means the member of the Council of the City, officer, employee, or agent of the Redeveloper that is duly authorized to act on behalf of and legally bind the Redeveloper.

“Completion Certificate” means a certificate in substantially the form attached hereto as **Exhibit F**, executed by the City Representative and the Project Engineer, representing and warranting that the construction of the Project is substantially complete.

“Contract” means this Redevelopment Contract between the Authority and the Redeveloper, as may be supplemented or amended from time to time in accordance with its terms.

“Construction Plans” means the plans and specifications for the construction of the Project and the Project approved by the Authority and all other requisite governmental authorities.

“Cost Certificate” means a certificate in substantially the form attached hereto as **Exhibit G**, executed by the City Representative and the Project Engineer, verifying the incurrence of any Project Cost identified on **Exhibit E**, including all necessary invoices or other documentation requested by the Authority in its sole discretion to substantiate such Project Cost.

“County Assessor” means the Assessor of the County of Chase, Nebraska, or such other official acting in such capacity.

“County Treasurer” means the Treasurer of the County of Chase, Nebraska, or such other official acting in such capacity.

“Effective Date” means, as used in Section 18-2147 of the Act, January 1, 2015.

“Financing Resolution” means any resolution passed by the Authority authorizing the issuance of any series of TIF Indebtedness.

“Lender” means the original purchaser or purchasers of any series of TIF Indebtedness, including, if and when applicable, the Redeveloper.

“Permitted Subsequent Approvals” means the building permits and other governmental approvals customarily obtained prior to construction which have not been obtained on the date that this Contract is executed, which any governmental entity has not yet determined to grant.

“Project” means the construction and installation of certain public infrastructure and other related improvements in the Project Area more specifically described on **Exhibit C**.

“Project Area” means that real property described on **Exhibit B**, all of which has been declared blighted and substandard by the City pursuant to the Act.

“Project Costs” means those costs or expenses identified on **Exhibit E** incurred by the Redeveloper in accordance with the Act to construct, equip, and furnish the Project.

“Project Engineer” means the engineer(s) hired by the Authority or the Redeveloper, as applicable, to construct all or any portion of the Project.

“Redeveloper” means the City of Imperial, Nebraska.

“Redevelopment Area” means that real property described on **Exhibit A**, all of which has been declared blighted and substandard by the City pursuant to the Act.

“Redevelopment Plan” means the redevelopment plan approved by the Authority for the Redevelopment Area, as amended by the redevelopment plan for the Project Area described on **Exhibit H**.

“Redevelopment Project Valuation” means the valuation for assessment of real estate taxes of the Project Area last certified for the year prior to the Effective Date.

“Special TIF Counsel” means Polsinelli PC.

“TIF Indebtedness” means any bonds, notes, loans, advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Authority pursuant to the Act and **Article III** and secured in whole or in part by the TIF Revenues.

“TIF Revenues” means those certain incremental ad valorem taxes generated in the Project Area that are allocated and paid to the Authority pursuant to Section 18-2147 of the Act.

Section 102. Rules of Interpretation.

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) All references in this Contract to designated “Articles,” “Sections,” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions hereof as originally executed.
- (d) The words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Contract as a whole and not to any particular Article, Section or subdivision.

ARTICLE II

REPRESENTATIONS

Section 201. Representations by the Authority. The Authority makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Redevelopment Plan has been duly approved by the City pursuant to the Act, and the Redevelopment Plan is feasible and in conformity and compliance with the general plan for the development of the City and the legislative declarations and determinations set forth in the Act. In addition, the execution and delivery of the Contract has been duly and validly authorized and approved by all necessary proceedings.

- (b) The Project will achieve the public purposes of the Act by, among other things, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.
- (c) The Project would not be economically feasible without the use of tax-increment financing; the Project would not occur in the Redevelopment Area without the use of tax-increment financing; and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the Authority, and the demand for public and private services, have been analyzed by the Authority and have been found to be in the long-term best interests of the Authority.
- (d) The Authority has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the remediation and prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.
- (e) To the best of the Authority's knowledge, there is no litigation, proceeding, or investigation pending or, to the knowledge of the Authority, threatened against the Authority with respect to the Project or this Contract. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Authority, threatened against the Authority seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Contract or which would in any manner challenge or adversely affect the existence or powers of the Authority to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Authority of the terms and provisions of this Contract.
- (f) No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the Authority of this Contract.
- (g) No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Authority under this Contract.
- (h) The Authority has no reason to believe that all permits, licenses, and approvals necessary to construct the Project, including the approval of the Construction Plans, cannot be obtained by the Redeveloper.
- (i) The Project Area is entirely within the corporate limits of the City.

Section 202. Representations by the Redeveloper. The Redeveloper makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Redeveloper has all necessary power and authority to execute and deliver and perform the terms and obligations of this Contract and to execute and deliver the documents required of the Redeveloper herein. Accordingly, this Contract constitutes the legal, valid, and binding obligation of the Redeveloper, enforceable in accordance with its terms.
- (b) The execution and delivery of this Contract, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.
- (c) The Project will achieve the public purposes of the Act by, among other things, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.
- (d) The Project would not be economically feasible without the use of tax-increment financing; the Project would not occur in the Redevelopment Area without the use of tax-increment financing; and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the Redeveloper, and the demand for public and private services, have been analyzed by the Redeveloper and have been found to be in the long-term best interests of the Redeveloper.
- (e) The Redeveloper has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the remediation and prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.
- (f) To the knowledge of the Redeveloper, no litigation, proceeding, or investigation is pending or threatened against the Redeveloper regarding the Project. In addition, no litigation, proceeding, or investigation is pending or, to the knowledge of the Redeveloper, threatened against the Redeveloper seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Contract or which would in any manner challenge or adversely affect the existence or powers of the Redeveloper to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Redeveloper of the terms and provisions of this Contract.
- (g) To the knowledge of the Redeveloper, no default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or

the giving of notice, or both, that would constitute a default or an event of default in any material respect on the part of the Redeveloper under this Contract.

- (h) Except for Permitted Subsequent Approvals, all governmental permits and licenses that to Redeveloper's knowledge are required by applicable law to construct the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Redeveloper has no reason to believe, after due inquiry of the appropriate governmental officials, that such permits and licenses will not be issued in a timely manner in order to permit the Project to be constructed.
- (i) To the knowledge of the Redeveloper, the Redeveloper is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Contract.
- (j) The information furnished to the Authority by the Redeveloper in connection with the matters covered in this Contract is true and correct and to the knowledge of the Redeveloper does not contain any untrue statement of any material fact and does not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 301. Division of Taxes. In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on real property in the Project Area for the benefit of any public body be divided for a period of fifteen years after the Effective Date, as follows:

- (a) That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
- (b) That portion of the ad valorem tax on real property in the Project Area in excess of such amount (i.e., the TIF Revenues), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes, advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in whole or in part, the Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due have been paid, the Authority shall so notify the County Assessor and the County Treasurer and all ad valorem taxes upon real property in the Project Area shall thereafter be paid into the funds of the respective public bodies.

Section 302. Issuance of TIF Indebtedness. The Authority hereby agrees to incur TIF Indebtedness, including refunding TIF Indebtedness, in one or more series in accordance with the general terms and conditions specified on **Exhibit D**. The final terms and conditions of each series of TIF Indebtedness shall be stated in the Financing Resolution authorizing such series of TIF Indebtedness, subject to the mutual acceptance of such terms by the Authority, the Redeveloper, and the Lender, which acceptance shall not be unreasonably withheld. Notwithstanding the foregoing, it shall be the sole and

exclusive responsibility of the Redeveloper to find an acceptable Lender for each series of TIF Indebtedness issued by the Authority pursuant to this Contract.

Section 303. Conditions Precedent to TIF Indebtedness. Notwithstanding anything in this Contract to the contrary, prior to the issuance of any series of TIF Indebtedness, the Redeveloper shall submit satisfactory evidence to the Authority (unless waived by the Authority in its sole discretion) indicating that:

- (a) sufficient public funds have been committed by the Redeveloper to complete the Project;
- (b) subject to Subsequent Permitted Approvals, all approvals relating to the development and construction of the Project have been obtained to the satisfaction of the Authority;
- (c) the TIF Revenues projected to be received between the time period prior to the issuance of any series of TIF Indebtedness and the maturity date of such TIF Indebtedness are sufficient to pay the principal or redemption price of and interest on such TIF Indebtedness; and
- (d) Project Costs have been or will be incurred by the Redeveloper in an amount at least equal to the granted portion of such series of TIF Indebtedness.

Section 304. Pledge of TIF Revenues. The Authority hereby irrevocably pledges the TIF Revenues as security for the TIF Indebtedness, except for such portion of the TIF Revenues required to pay annual Administration Costs of the Authority related to this Contract, such amounts not to exceed \$2,000 per such calendar year. If the Administration Costs for any single calendar year exceed \$2,000, then such excess amounts shall be paid with TIF Revenues of the following calendar year(s). However, in no event may the amounts paid for Administration Costs exceed the aggregate of \$2,000 in any calendar year.

Section 305. Grant of Proceeds of TIF Indebtedness. Subject to the further terms of this Contract, the Authority shall grant to the Redeveloper in one or more payments the net proceeds of any series of TIF Indebtedness incurred as described on **Exhibit D**. In its sole discretion, the Authority shall reserve from the proceeds of any series of TIF Indebtedness and use or expend as appropriate amounts equal to (1) the costs of issuing any series of TIF Indebtedness, and (2) any amounts required to pay any annual Administration Costs related to this Contract and to any TIF Indebtedness for such year, such amounts not to exceed \$2,000 per calendar year for fifteen years after the Effective Date or until the TIF Indebtedness is paid in full. Notwithstanding the foregoing, the amount of all grants made pursuant to this section shall not exceed the amount of Project Costs certified pursuant to **Section 402**. All grants shall be paid to the Redeveloper upon receipt of appropriate Cost Certificates that include all supporting documentation reasonably requested by the Authority. If required by any Lender, the TIF Indebtedness shall be evidenced by a note or bond issued by the Authority. If the TIF Revenues are insufficient to pay the interest on the TIF Indebtedness, such interest shall be accrued and paid as and when there are sufficient TIF Revenues.

Section 306. Creation of Fund. The Authority shall create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay the principal and interest on any TIF Indebtedness issued pursuant to **Section 302** and to pay the Administrative Costs.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 401. Construction of Project. The Redeveloper will complete the Project and install all necessary improvements. The Redeveloper shall be solely responsible for obtaining all permits, licenses, and approvals necessary to construct and equip the Project. Until construction of the Project has been completed, the Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of the Redeveloper with respect to the construction of the Project. Promptly after the Redeveloper has completed the Project, the Redeveloper shall furnish the Completion Certificate to the Authority, which, upon its acceptance by the Authority, shall constitute conclusive evidence of the satisfaction of the agreements and covenants in this Contract with respect to the obligations of the Redeveloper and its successors and assigns to construct the Project. As used in this Contract, the terms “completed” and “completion” shall mean substantial completion of the Project.

Section 402. Changes to Construction Plans. The Redeveloper acknowledges that the TIF Revenues were projected based on the Project as described by the Redeveloper (1) in its TIF Application to the Authority and (2) to Special TIF Counsel, such information being submitted to the County Assessor prior to approval by the Authority of this Redevelopment Contract. In the event material changes exist between the Construction Plans and the plans and specifications submitted to the County Assessor, the Redeveloper shall promptly notify the Authority of such changes. Prior to the issuance of the first series of TIF Indebtedness, if requested by the Authority, the Redeveloper shall certify to the Authority that no such material changes exist or, if such changes do exist, adequately describe such changes.

Section 403. Cost Certification. The Redeveloper shall submit to the Authority one or more Cost Certificates not later than the date of its submission of the Completion Certificate, which contain detail and documentation evidencing the payment of all Project Costs incurred by the Redeveloper in connection with the Project, which shall also be signed and certified by the Project Engineer.

Section 404. [Reserved.]

Section 405. Authority Costs. The Redeveloper shall reimburse the Authority for the out-of-pocket expenses incurred by the Authority for the negotiation and consideration of this Contract.

Section 406. Payment for Project Costs. The Redeveloper shall be solely responsible for the construction of and payment for the Project further identified in **Exhibit E** and contemplated for construction in the Project Area, and further, solely responsible for acquiring and paying for any right-of-way easements required for the Project, which the Authority will assist the Redeveloper in obtaining, if requested. Such improvements shall also be procured under a contract or contracts that require, with respect to such improvements, (a) the procurement of all standard insurances required for public infrastructure projects, (b) a warranty of all such work for a period of one year running from the date of acceptance and approval of such improvements by the Authority, and (c) an appropriate bond assuring the due and punctual payment of all such work. Such improvements shall be subject to review by the Authority’s engineer prior to their approval by the Authority and acceptance by the Authority, and the Authority reserves the right to require the Redeveloper to redress, at the Redeveloper’s expense, any defects in such improvements.

Section 407. No Discrimination. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, the 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. The Redeveloper agrees and covenants for itself and its successors and assigns that so long as any TIF Indebtedness is outstanding it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry,

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

Section 408. Inspections and Audits. The Redeveloper shall upon reasonable advance notice, allow the Authority's agents (including the Authority's engineer) access to the Project Area from time to time for all purposes consistent with the Project. The Authority shall have the right at its own cost and expense to audit (either through employees of the Authority or a firm engaged by the Authority) the books and records of the Redeveloper relating to the payment of Project Costs.

Section 409. Required Disclosures. The Redeveloper shall immediately notify the Authority of the occurrence of any material event which would cause any of the information furnished to the Authority by the Redeveloper in connection with the matters covered in this Contract to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

Section 410. [Reserved.]

ARTICLE V

FINANCING OF PROJECT

Section 501. Financing. The Redeveloper shall pay all Project Costs and any and all other costs related to the Project that are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to the Redeveloper. The Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 601. General Remedies of the Authority and the Redeveloper. Subject to the further provisions of this **Article VI**, in the event of any failure to perform or breach of this Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, may, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations or exercise any other remedies that may be provided in this Contract or by applicable law; provided, however, that the default shall not give rise to a right of rescission or termination of this Contract.

Section 602. Excusable or Forced Delay Beyond Party's Control. For the purposes of any of the provisions of this Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction or reconstruction of the Project, or progress in respect thereto, in the event of excusable or forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public

enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes. It is the purpose and intent of this provision that in the event of the occurrence of any such excusable or forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the excusable or forced delay; provided, that the party seeking the benefit of the provisions of this Section shall, within 30 days after the beginning of any such excusable or forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the excusable or forced delay.

Section 603. Limitation of Liability; Indemnification. Notwithstanding anything in this Article VI or this Contract to the contrary, neither the Authority, nor its officers, directors, employees, agents, or governing body shall have any pecuniary obligation or monetary liability under this Contract other than the obligation to pay the TIF Indebtedness if, and only if, there are sufficient TIF Revenues to do so. The sole obligation of the Authority under this Contract shall be the issuance of the TIF Indebtedness and the granting of the proceeds thereof to the Redeveloper, as specifically set forth in Sections 302, 304 and 305. The obligation of the Authority on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, the Authority shall not be liable for any costs, liabilities, actions, demands, or damages claimed by any third party that purportedly arise from this Contract.

ARTICLE VII

GENERAL COVENANTS

Section 701. [Reserved.]

Section 702. Obligation to Restore. Prior to completion of the Project, the Redeveloper hereby agrees that if any portion of the Project owned by it shall be damaged or destroyed, in whole or in part, by fire or other casualty, or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Redeveloper, to the extent of the net proceeds of insurance (including any deductible) or condemnation award received by or made available to the Redeveloper but subject to the rights of any Lender, shall promptly restore, replace or rebuild the same (or shall promptly cause the same to be restored, replaced or rebuilt) to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Authority, which approval shall not be unreasonably withheld. The Redeveloper shall give prompt written notice to the Authority of any damage or destruction to the Project by fire or other casualty, irrespective of the amount of such damage or destruction, but in such circumstances the Redeveloper shall make the property safe and in compliance with all applicable laws as provided herein. To the extent the net proceeds of insurance are deposited into any project fund established under the terms of any Financing Resolution relating to any series of TIF Indebtedness, the Redeveloper may use such moneys in the restoration, replacement and rebuilding of the Project.

Section 703. Assignment of Redeveloper's Obligations. The Redeveloper shall not assign any of its rights hereunder without the prior written consent of the Authority which consent shall not be unreasonably withheld, conditioned or delayed. This Contract and the rights, duties and obligations hereunder as they relate to the Project may be fully and freely assigned by the Redeveloper provided, however, every assignee (other than a Lender receiving only an assignment of rights) shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the Authority, assume all of the obligations of the Redeveloper under this Contract and agree to be subject to all of the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates

to a portion of the Redevelopment Area, such obligations, conditions and restrictions to the extent that they relate to such portion). In the event this Contract is assigned in whole or part in accordance with this Section, the Redeveloper shall be released from any further obligations set forth herein accruing after the date of such assignment. The Redeveloper shall notify the Authority of any such assignment including presentation of the assumption of obligation instrument within 10 days before closing on such assignment.

Section 704. Mutual Assistance. The Authority and the Redeveloper agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate to carry out the terms, provisions and intent of this Contract and to aid and assist each other in carrying out said terms, provisions and intent.

Section 705. Time of the Essence. Time is of the essence. The Authority and the Redeveloper will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Contract requires their continued cooperation.

Section 706. Run with the Land. The covenants, restrictions, and conditions of this Contract shall run with the land but only as long as the TIF Indebtedness is outstanding.

ARTICLE VIII

MISCELLANEOUS

Section 801. Conflict of Interest. No member of the Authority's governing body that has any power of review or approval of any of the Redeveloper's undertakings shall participate in any decisions relating thereto which affect such person's personal interests or the interests of any corporation, partnership, or company in which such person is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Authority the nature of such interest and seek a determination with respect to such interest by the Authority and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

Section 802. Authorized Parties. Whenever under the provisions of this Contract and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the Authority or the Redeveloper is required, or the Authority or the Redeveloper is required to agree or to take some action at the request of the other party, such approval or such consent or such request shall be given for the Authority, unless otherwise provided herein, by the Chairman or his or her designee, and for the Redeveloper by the City Representative; and any person shall be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither party shall have any complaint against the other as a result of any such action taken. The Chairman may seek the advice, consent or approval of the Authority Board of Directors before providing any supplemental agreement, a request, demand, approval, notice or consent for the Authority pursuant to this Section.

Section 803. No Other Agreement. Except as otherwise expressly provided herein, this Contract supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties hereto. In the event of a conflict between this Contract and any prior agreement or understanding of the parties, this Contract shall control.

Section 804. Severability. If any provision, covenant, agreement or portion of this Contract, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the

notices by giving the other party hereto written notice thereof, effective ten (10) days after such notice is so given.

Section 811. Termination. Notwithstanding anything contained herein to the contrary, the Redeveloper may terminate this Contract and be released of all duties, obligations and liabilities hereunder if the Redeveloper shall surrender in writing all of its rights to receive the then remaining TIF Indebtedness. Upon any such termination, the Redeveloper shall execute all documents, if any, reasonably required by the Authority (1) to evidence the Redeveloper's surrender of its right to receive payment on any remaining TIF Indebtedness issued in connection with this Contract and (2) to effect the cancellation of any TIF Indebtedness that grants to Redeveloper the right to receive such payment.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Authority and the Redeveloper have signed this Contract as of the date and year first above written.

COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF IMPERIAL, NEBRASKA

By: [Signature]
Chairman

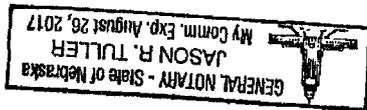
ATTEST:

By: [Signature]
Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF CHASE)

The foregoing instrument was acknowledged before me this day of February 19, 2015, by Russ Panhorin and Jo Leyland, the Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Imperial, Nebraska.

[SEAL]



[Signature]
Notary Public

CITY OF IMPERIAL, NEBRASKA

By: [Signature]
Mayor

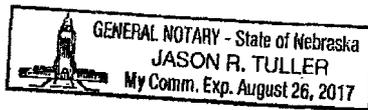
ATTEST:

By: [Signature]
Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF CHASE)

The foregoing instrument was acknowledged before me this day of February 19, 2015, by Dwight Coleman and Jo Leyland, the Mayor and Clerk, respectively, of the City of Imperial, Nebraska.

[SEAL]



[Signature]
Notary Public

EXHIBIT A

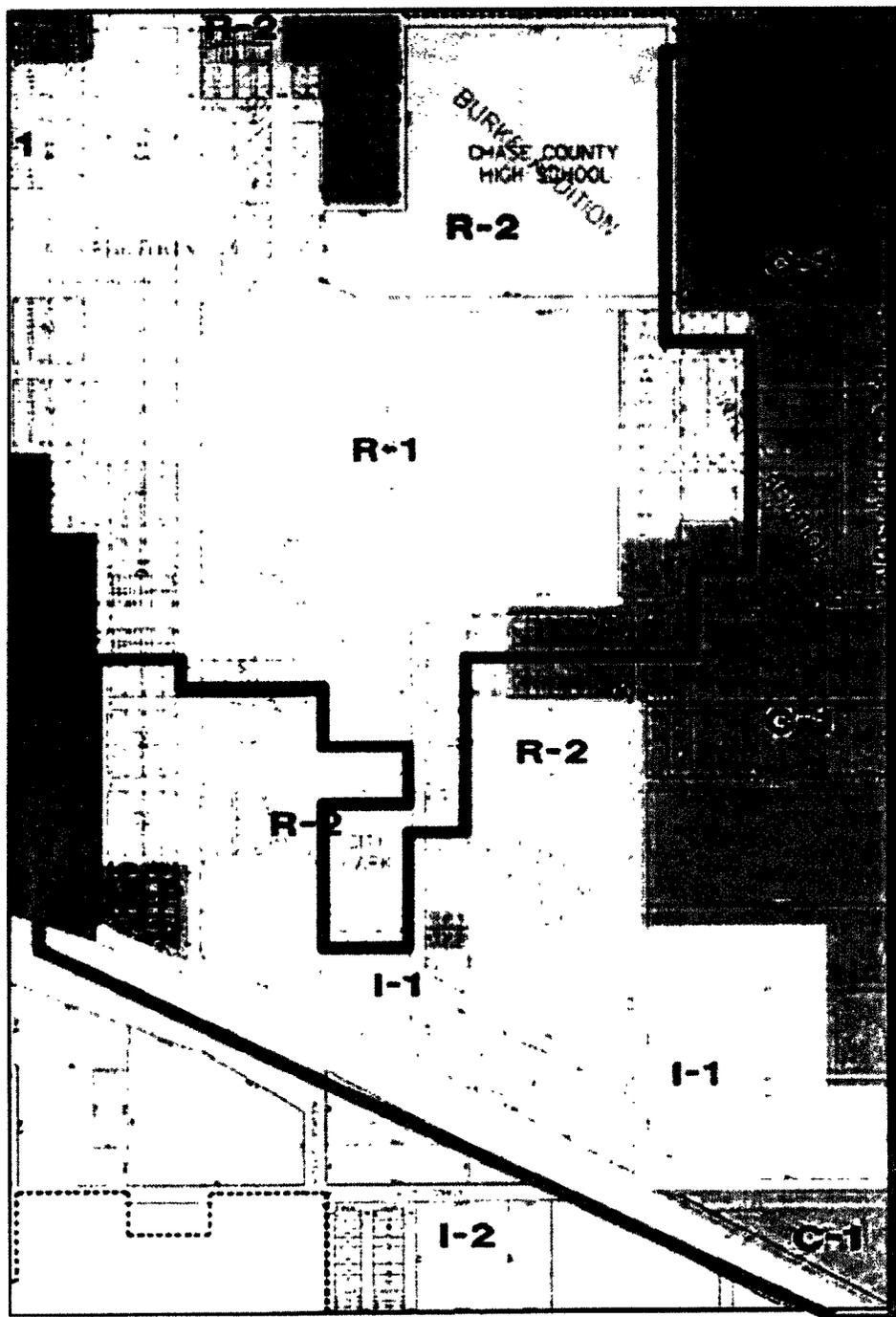
BOUNDARY DESCRIPTION OF REDEVELOPMENT AREA

The Redevelopment Area shall include all real property that is (1) within the boundaries described as follows and (2) also situated within the corporate limits of the City, and no other real property:

Redevelopment Study Area (Site 4): This redevelopment study area consists of the properties along Nebraska Highway 61 and US Highway 6. The area is 200 acres in size. The area is more clearly identified as the blocks between 12th Street on the north; Nebraska Highway 61 on the east; US Highway 6 on the south and southwest and the streets of Longhorn and Wellington to the west. The legal description is as follows:

Beginning at a Point that is the NE corner of the NE $\frac{1}{4}$ of Section 4; thence South along the Right of Way Nebraska Highway 61 5,456 feet; thence NW along the Right of Way of US Highway 6 4,398 feet; thence East 300 feet; thence North 906 feet; thence East 316 feet; thence South 135 feet; thence East 446 feet; thence South 290 feet; thence West 416; thence South 690 feet; thence East 663.3; thence North 630 feet; thence East 764.57 feet; thence North 419.09 feet; thence East 430 feet; North 1,263.5 feet; thence West 360; thence North 1,243 feet; thence East 968 feet to the Point of Beginning; Section 9 Township 6 North, Range 38 West City of Imperial, Nebraska.

In addition, the boundaries of the Redevelopment Area are depicted as follows:



Redevelopment Study Area Site 4

Boundaries

North – 8th Street

East – Wellington Street

South – Highway 6

West – Court Street

The Redevelopment Area is outlined in red.

EXHIBIT B

BOUNDARY DESCRIPTION OF PROJECT AREA

All real property that is (1) within the boundaries described as follows and (2) also situated within the corporate limits of the City, and no other real property:

Lots 1 and 2 of the Harchelroad Replat, located in Lots 73 and 74 of the Schroeder Subdivision of the City of Imperial, Chase County, Nebraska.

EXHIBIT C

DESCRIPTION OF PROJECT

The Project shall include acquisition of the real property interests, including sufficient rights-of-way, located in the Project Area and areas adjacent thereto, infrastructure construction, and other related improvements in the Project Area.

EXHIBIT D

TIF INDEBTEDNESS

Aggregate Principal payable from TIF Revenues:

Not to exceed \$840,360, to be issued in one or more series as determined by the Financing Resolution or Resolutions authorizing such TIF Indebtedness.

Interest Rate:

Not to exceed 3% per annum, as determined by the Financing Resolution authorizing each series of TIF Indebtedness.

Maturity Date:

Not later than December 31, 2029.

Security:

The Redeveloper shall receive a first pledge of TIF Revenues in the aggregate amount sufficient to pay principal and interest on a principal amount of \$840,360, such amount being equal to the anticipated amount of the TIF Indebtedness to be issued in connection herewith. However, such first pledge of TIF Revenues shall not include the amount required to pay the annual Administration Costs.

In addition, security may consist of such other security as is determined necessary by the Financing Resolution authorizing such series of TIF Indebtedness.

Payment Schedule:

Annually on each June 1 and October 1 beginning June 1, 2015.

EXHIBIT E

PROJECT COSTS

All eligible costs payable from the proceeds of TIF Indebtedness pursuant to the Act including, without limitation, the following:

ESTIMATED COSTS FOR THE PROJECT*

**Preliminary Engineer's Opinion of Probable Construction Cost
Project 1A - Holland (Hwy 6 to Cape), Cape (Holland to Orsa), Orsa (Hwy 6 to Cape)
40 ft Wide Concrete Paving With Integral Curb and Gutter
Imperial, Nebraska**

1	Mobilization	1	L.S.		\$ 40,000.00
2	Traffic Control	1	L.S.		\$ 4,000.00
	WATER (In Orsa, Hwy 6 to Cape)				
3	Furnish & Install C900 Water Main				
	a. 6" Diameter	6	L.F.	\$ 22.00	\$ 132.00
	b. 8" Diameter	525	L.F.	\$ 25.00	\$ 13,125.00
4	Furnish & Install Gate Valves and Boxes				
	a. 6" Diameter	1	Each	\$ 900.00	\$ 900.00
	b. 8" Diameter	3	Each	\$ 1,250.00	\$ 3,750.00
5	Furnish & Install Fittings				
	a. 8" x 8" Tapping Tee with 8" Valve	1	Each	\$ 2,500.00	\$ 2,500.00
	b. 8" x 8" Tee	2	Each	\$ 400.00	\$ 800.00
	c. 8" x 8" 45 Degree Bend	1	Each	\$ 300.00	\$ 300.00
	d. 8" x 6" MJ Swivel Tee	1	Each	\$ 500.00	\$ 500.00
	e. 8" Cap	2	Each	\$ 150.00	\$ 300.00
6	Construct 8" Water Main Lowering	1	Each	\$ 2,500.00	\$ 2,500.00
7	Furnish & Install Fire Hydrant	1	Each	\$ 2,800.00	\$ 2,800.00
8	Relocate Fire Hydrant	1	Each	\$ 1,500.00	\$ 1,500.00
9	1" Service Connection, Including Corp, Curb Stop, and 1" PE Service Main	1	Each	\$ 750.00	\$ 750.00
10	Connection, 8" Diameter	1	Each	\$ 750.00	\$ 750.00
	Water Sub-Total				\$ 30,607.00
	PAVING AND STORM SEWER				
11	Overexcavate & Replace Unsuitable Base Material (if necessary)	200	C.Y.	\$ 10.00	\$ 2,000.00
12	Remove and Haul Pavement	2200	S.Y.	\$ 12.50	\$ 27,500.00
13	Remove and Haul Curb and Gutter	360	L.F.	\$ 15.00	\$ 5,250.00
14	Remove and Haul 30" CMP	65	L.F.	\$ 15.00	\$ 975.00
15	Excavation for Roadways (E.Q)	3100	C.Y.	\$ 3.50	\$ 10,850.00
16	Crushed Rock Surfacing for Roadway	1700	S.Y.	\$ 4.00	\$ 6,800.00
17	Construct 7" Thick P.C. Concrete Pavement, Type 47B-3500	9200	S.Y.	\$ 40.00	\$ 368,000.00
18	Construct Integral Curb	3900	L.F.	\$ 2.00	\$ 7,800.00
19	Construct Curb Inlet				
	a. 8' Throat	10	Each	\$ 2,800.00	\$ 28,000.00
20	Construct Junction Manhole	2	Each	\$ 3,000.00	\$ 6,000.00
21	Construct Concrete Header	80	L.F.	\$ 10.00	\$ 800.00

22	Furnish & Install RCP, Class III				
	a. 18" Diameter	250	L.F.	\$ 45.00	\$ 11,250.00
	b. 24" Diameter	750	L.F.	\$ 55.00	\$ 41,250.00
	c. 30" Diameter	525	L.F.	\$ 90.00	\$ 47,250.00
	d. 30" Diameter Flared End Section (F.E.S.)	5	Each	\$ 750.00	\$ 3,750.00
23	Adjust to Grade				
	a. Manhole	3	Each	\$ 500.00	\$ 1,500.00
	b. Valve Box	7	Each	\$ 200.00	\$ 1,400.00
24	Furnish and Apply Seeding, Mulching, & Fertilizer	2	Acres	\$ 1,650.00	\$ 3,300.00
25	Construction Staking	1	L.S.		\$ 17,500.00
Paving Sub-Total					\$ 591,175.00
Sub-Total					\$ 665,782.00
Miscellaneous & Contingencies (10%)					\$ 66,578.00
TOTAL CONSTRUCTION COST					\$ 732,360.00
Design Engineering					\$ 53,400.00
Construction Engineering					\$ 40,600.00
TOTAL PROJECT COST					\$ 826,360.00

Prepared By: Miller & Associates, Consulting Engineers, P.C. - 10-27-2014

*In addition, all other costs otherwise eligible shall be allowed under the Act.

EXHIBIT F

**FORM OF COMPLETION CERTIFICATE
OF
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF IMPERIAL, NEBRASKA**

The undersigned, **CITY OF IMPERIAL, NEBRASKA** (the “**Redeveloper**”), pursuant to that certain Redevelopment Contract dated February 2, 2015, between the **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF IMPERIAL, NEBRASKA** (the “**Authority**”) and the Redeveloper (the “**Contract**”), hereby certifies to the Authority as follows:

1. As of _____, 20___, the construction of the Project (as such term is defined in the Contract) has been substantially completed in accordance with the Contract.

2. The Project has been completed in a workmanlike manner and in accordance with the plans and specifications for the Project submitted to the Community Redevelopment Authority of the City of Imperial, Nebraska.

3. Lien waivers for the Project, if requested by the Authority, have been obtained.

4. This Completion Certificate is accompanied by the project architect or project engineer’s Completion Certificate on AIA Form G-704 (or the substantial equivalent thereof) certifying that the Project has been substantially completed in accordance with the Contract.

5. This Completion Certificate is being issued by the Redeveloper to the Authority in accordance with the Contract to evidence the Redeveloper’s satisfaction of all obligations and covenants with respect to the Project.

6. The Authority’s acceptance (below) or the Authority’s failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the Authority (which written objection, if any, must be delivered to the Redeveloper prior to the end of such 30-day period), shall evidence the satisfaction of the Redeveloper’s agreements and covenants to construct the Project. The Authority’s acceptance of the Completion Certificate shall release the Redeveloper from any further obligation or liability for construction of the Project under the terms of the Contract in regard to the portion of the Redevelopment Area for which the Completion Certificate is furnished.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Contract.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

CITY OF IMPERIAL, NEBRASKA

By: _____
Printed Name: _____
Title: _____

[PROJECT ENGINEER]

By: _____
Printed Name: _____
Title: _____

ACCEPTED:

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF IMPERIAL, NEBRASKA**

By: _____
Printed Name: _____
Title: _____

EXHIBIT G

FORM OF COST CERTIFICATE

TO: Community Redevelopment Authority of the City of Imperial, Nebraska

Re: City of Imperial, Nebraska

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Contract, dated February 2, 2015 (the "Contract") between the Community Redevelopment Authority of the City of Imperial, Nebraska and City of Imperial, Nebraska. In connection with the Contract, the undersigned hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a Project Cost and was incurred in connection with the construction of the Project.

2. These Project Costs on *Schedule 1* have been paid or incurred by the Redeveloper and are reimbursable under the Contract.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from any project fund established pursuant to the Financing Resolution, and no part thereof has been included in any other certificate previously filed with the Authority.

4. There has not been filed with or served upon the Redeveloper any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. To the best of the Redeveloper's knowledge and belief all necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.

6. To the best of the Redeveloper's knowledge, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Contract.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the Act and the Contract, the Redeveloper shall have the right either to seek to convince the Authority that any such cost constitutes a "redevelopment project cost" or to identify and substitute eligible Project Costs as Project Costs for payment hereunder. If the Redeveloper elects to seek to convince the Authority that any such cost constitutes a "redevelopment project cost" and the Authority still refuses to accept such cost as a "redevelopment project cost," the Redeveloper may then seek to identify and substitute other costs as Project Costs for payment hereunder as provided in the preceding sentence.

8. To the best of the Redeveloper's knowledge and belief the Redeveloper is not in default or breach of any term or condition of the Contract, and no event has occurred and no condition exists which constitutes a Redeveloper event of default under the Contract.

9. All of the Redeveloper's representations set forth in the Contract remain true and correct as of the date hereof.

10. Construction of the Project is in compliance with the covenants set forth in the Contract related to completion.

DATED: _____.

CITY OF IMPERIAL, NEBRASKA

By: _____
Printed Name: _____
Title: _____

[PROJECT ENGINEER]

By: _____
Printed Name: _____
Title: _____

Approved for Payment this ____ day of _____, 20____.

**COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF IMPERIAL, NEBRASKA**

By: _____
Printed Name: _____
Title: _____

**SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS
ITEMIZATION OF REIMBURSABLE EXPENSES**

EXHIBIT H

REDEVELOPMENT PLAN FOR HACHELROAD PROJECT AREA (HACHELROAD PUBLIC PROJECT)

Overview:

Definitions. Capitalized terms used in this redevelopment plan (the “Redevelopment Plan”) not otherwise defined herein shall have the meanings ascribed to such terms in the General Redevelopment Plan for Redevelopment Study Area (Site 4).

Purpose. This Redevelopment Plan serves as an amendment to the General Redevelopment Plan for Redevelopment Study Area (Site 4) (the “Redevelopment Area”) approved by the Mayor and Council of the City of Imperial, Nebraska (the “City”) on February 2, 2015. The purpose of this Redevelopment Plan is to satisfy the requirements of Section 18-2111, Reissue Revised Statutes of Nebraska, as amended, with respect to a certain portion of the Redevelopment Area (the “Harchelroad Project Area”) and a certain project (the “Harchelroad Public Project”).

Purpose of Project. The purpose of the Harchelroad Public Project is to construct and install certain public infrastructure and improvements to service the needs of the Harchelroad Project Area in order to encourage private development and investment therein. Private construction and investment in the Harchelroad Project Area would not occur without the benefit of tax increment financing. Debt shall be issued by the Authority in one or more series in an aggregate principal and interest amount payable from TIF Revenues not to exceed \$840,360 to finance the Harchelroad Public Project. The proceeds will be granted to the City as a reimbursement for the construction of certain project costs eligible for reimbursement under the Act (the “Project Costs”).

Description of Public Project. The Harchelroad Public Project includes construction and installation of the public infrastructure and improvements set forth on Exhibit 1.

Description of Private Development. The Harchelroad Project Area is depicted on Exhibit 2. A private developer (the “Private Developer”) acquired all real property within the Harchelroad Project Area and the anticipated plan of private development shown on Exhibit 2 includes an automobile dealership, attached service facility, and related improvements (the “Commercial Development”).

Statutory Criteria:

1. **Boundaries of Harchelroad Project Area.** The Harchelroad Project Area is described in Exhibit 3. A map of the Harchelroad Project Area is attached hereto as Exhibit 4.

2. **Land-Use Plan.** The plan for the use of land in the Harchelroad Project Area is commercial construction. The formal land use plan is I-1 industrial for the Harchelroad Project Area.

3. **Population Densities, Land Coverage, and Building Intensities.** Population density is not expected to increase in the Harchelroad Project Area. Land Coverage and building intensities are anticipated to be consistent with the Commercial Development.

4. **Zoning Changes, Street Layouts or Changes.** No zoning or street layout changes are anticipated. Streets adjacent to the Harchelroad Project Area will be improved as described on Exhibit 1.

5. **Site Plan.** The plan for the site is to construct the Commercial Development in the Harchelroad Project Area. It is anticipated that the Commercial Development will be situated on the Harchelroad Project Area in conformity with applicable codes, laws, rules, and regulations.

6. **Additional Public Facilities or Utilities Required to Support Land Use After Redevelopment.** After completion of the Harchelroad Public Project, no additional public utilities will be required to support the proposed change.

Financing Plan:

This Redevelopment Plan contemplates that the City will construct necessary public infrastructure in the area immediately adjacent to the Harchelroad Project Area and in the Redevelopment Area. The Private Developer acquired the real property located within the Harchelroad Project Area and it is anticipated the Private Developer will construct an automobile dealership thereon. Debt will be issued by the Authority in one or more series in an aggregate principal and interest amount payable from TIF Revenues not to exceed \$840,360 to finance the Harchelroad Public Project. The proceeds of such debt will be granted to the City as a reimbursement for the construction of certain portions of the Harchelroad Public Project. No proceeds will be granted to the Private Developer. Certain public funds, in addition to those provided through tax increment financing, will be used to construct the Harchelroad Public Project.

The City will obtain funds for the purchase of the debt issued by the Authority, purchase such debt outright, or incur eligible project costs equal to or greater than the amount of the debt then issued. Such debt shall not be backed by the Authority or the City, and will only be repaid from the increased ad valorem tax stream created in the Harchelroad Project Area over a 15-year period commencing on the effective date (the "Effective Date") as defined in the financing resolution (the "Financing Resolution") authorizing issuance of the debt pursuant to Section 18-2124 of the Act. Such debt will be repaid solely from tax increment financing revenues ("TIF Revenues") generated by the Harchelroad Project Area. All ad valorem taxes currently being paid in the Harchelroad Project Area will continue to be paid to the normal taxing authorities. After the 15-year TIF tax division period, the increased taxes in the Harchelroad Project Area will also be paid to the normal taxing authorities.

The Effective Date for division of real property taxes in the Harchelroad Project Area will be determined by the construction schedule of the Private Developer in order to maximize the amount of TIF Revenues to be generated by each lot. The Financing Resolution will set forth the Effective Date as January 1st of the year after construction has been completed in the Harchelroad Project Area. The specific schedule for completion of construction in the Harchelroad Project Area is unknown, but it is anticipated that construction of the Commercial Development will be completed by the end of 2015. Therefore, the Effective Date would be January 1, 2015. A Notice to Divide Tax that authorizes tax division shall be delivered to the Chase County Assessor on or before August 1 of the year of the Effective Date.

The Private Developer will provide all financing for the construction, equipping, and furnishing of the Commercial Development. The Private Developer will not be eligible for reimbursement from the City or the Authority if it incurs any eligible project costs and the Private Developer shall not receive any TIF Revenues, reimbursements, or grants from either the City or the Authority pursuant to the General Redevelopment Plan or this Redevelopment Plan.

Relocation of Families or Business.

This Redevelopment Plan will not result in the relocation of any families or businesses from inside the Harchelroad Project Area.

Acquisition of Real Property by City or Authority; Disposal of Real Property.

This Redevelopment Plan does not result in the acquisition of real property within the Harchelroad Project Area by the City or the Authority, and neither the City nor the Authority intends to dispose of any real property located within the Harchelroad Project Area.

Pledge of Incremental Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Harchelroad Project Area for the benefit of any public body shall be divided, for the period not to exceed 15 years after the Effective Date defined in the Financing Resolution, as follows:

- (a) That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation of the Harchelroad Project Area shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and
- (b) That portion of the ad valorem tax on real property in the Harchelroad Project Area in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the City to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the City shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

Terms of General Redevelopment Plan Incorporated.

The terms and conditions of the General Redevelopment Plan are incorporated herein as a part of this Redevelopment Plan.

EXHIBIT 1

**Harchelroad Public Project
Public Infrastructure and Improvements**

**Preliminary Engineer's Opinion of Probable Construction Cost
Project 1A - Holland (Hwy 6 to Cape), Cape (Holland to Orsa), Orsa (Hwy 6 to Cape)
40 ft Wide Concrete Paving With Integral Curb and Gutter
Imperial, Nebraska**

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	L.S.		\$ 40,000.00
2	Traffic Control	1	L.S.		\$ 4,000.00
WATER (In Orsa, Hwy 6 to Cape)					
3	Furnish & Install C900 Water Main				
	a. 6" Diameter	6	L.F.	\$ 22.00	\$ 132.00
	b. 8" Diameter	525	L.F.	\$ 25.00	\$ 13,125.00
4	Furnish & Install Gate Valves and Boxes				
	a. 6" Diameter	1	Each	\$ 900.00	\$ 900.00
	b. 8" Diameter	3	Each	\$ 1,250.00	\$ 3,750.00
5	Furnish & Install Fittings				
	a. 8" x 8" Tapping Tee with 8" Valve	1	Each	\$ 2,500.00	\$ 2,500.00
	b. 8" x 8" Tee	2	Each	\$ 400.00	\$ 800.00
	c. 8" x 8" 45 Degree Bend	1	Each	\$ 300.00	\$ 300.00
	d. 8" x 6" MJ Swivel Tee	1	Each	\$ 500.00	\$ 500.00
	e. 8" Cap	2	Each	\$ 150.00	\$ 300.00
6	Construct 8" Water Main Lowering	1	Each	\$ 2,500.00	\$ 2,500.00
7	Furnish & Install Fire Hydrant	1	Each	\$ 2,800.00	\$ 2,800.00
8	Relocate Fire Hydrant	1	Each	\$ 1,500.00	\$ 1,500.00
9	1" Service Connection, Including Corp, Curb Stop, and 1" PE Service Main	1	Each	\$ 750.00	\$ 750.00
10	Connection, 8" Diameter	1	Each	\$ 750.00	\$ 750.00
Water Sub-Total					\$ 30,607.00
PAVING AND STORM SEWER					
11	Overexcavate & Replace Unsuitable Base Material (if necessary)	200	C.Y.	\$ 10.00	\$ 2,000.00
12	Remove and Haul Pavement	2200	S.Y.	\$ 12.50	\$ 27,500.00
13	Remove and Haul Curb and Gutter	350	L.F.	\$ 15.00	\$ 5,250.00
14	Remove and Haul 30" CMP	65	L.F.	\$ 15.00	\$ 975.00
15	Excavation for Roadways (E.Q)	3100	C.Y.	\$ 3.50	\$ 10,850.00
16	Crushed Rock Surfacing for Roadway	1700	S.Y.	\$ 4.00	\$ 6,800.00
17	Construct 7" Thick P.C. Concrete Pavement, Type 47B-3500	9200	S.Y.	\$ 40.00	\$ 368,000.00
18	Construct Integral Curb	3900	L.F.	\$ 2.00	\$ 7,800.00
19	Construct Curb Inlet				
	a. 8' Throat	10	Each	\$ 2,800.00	\$ 28,000.00
20	Construct Junction Manhole	2	Each	\$ 3,000.00	\$ 6,000.00
21	Construct Concrete Header	80	L.F.	\$ 10.00	\$ 800.00

22	Furnish & Install RCP, Class III				
	a. 18" Diameter	250	L.F.	\$ 45.00	\$ 11,250.00
	b. 24" Diameter	750	L.F.	\$ 55.00	\$ 41,250.00
	c. 30" Diameter	525	L.F.	\$ 90.00	\$ 47,250.00
	d. 30" Diameter Flared End Section (F.E.S.)	5	Each	\$ 750.00	\$ 3,750.00
23	Adjust to Grade				
	a. Manhole	3	Each	\$ 500.00	\$ 1,500.00
	b. Valve Box	7	Each	\$ 200.00	\$ 1,400.00
24	Furnish and Apply Seeding, Mulching, & Fertilizer	2	Acres	\$ 1,650.00	\$ 3,300.00
25	Construction Staking	1	L.S.		\$ 17,500.00
				Paving Sub-Total	\$ 591,175.00
				Sub-Total	\$ 665,782.00
				Miscellaneous & Contingencies (10%)	\$ 66,578.00
				TOTAL CONSTRUCTION COST	\$ 732,360.00
				Design Engineering	\$ 53,400.00
				Construction Engineering	\$ 40,600.00
				TOTAL PROJECT COST	\$ 826,360.00

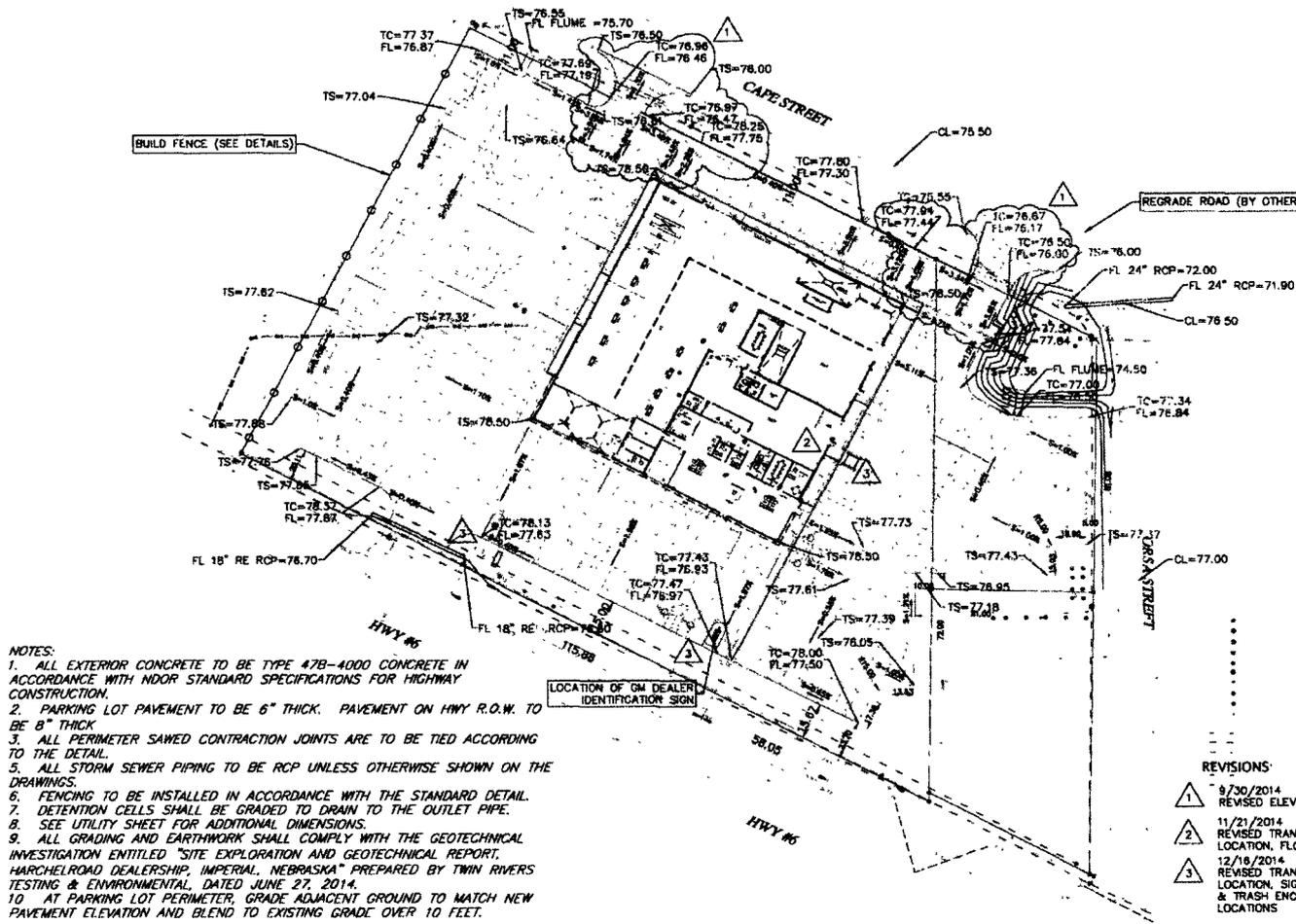
Prepared By: Miller & Associates, Consulting Engineers, P.C. - 10-27-2014

EXHIBIT 2

Site Plan



The Harchelroad Project Area is outlined in black. The property will be cleared and the Commercial Development constructed thereon.



HARCHELROAD MOTORS
GRADING PLAN
 IMPERIAL, NEBRASKA

B D
 001373153003
 CONSTRUCTION

PROJECT NO. 14-03-010
 SHEET NO. 05-CORDES
 DATE 09.17.14
C1.0

EXHIBIT 3

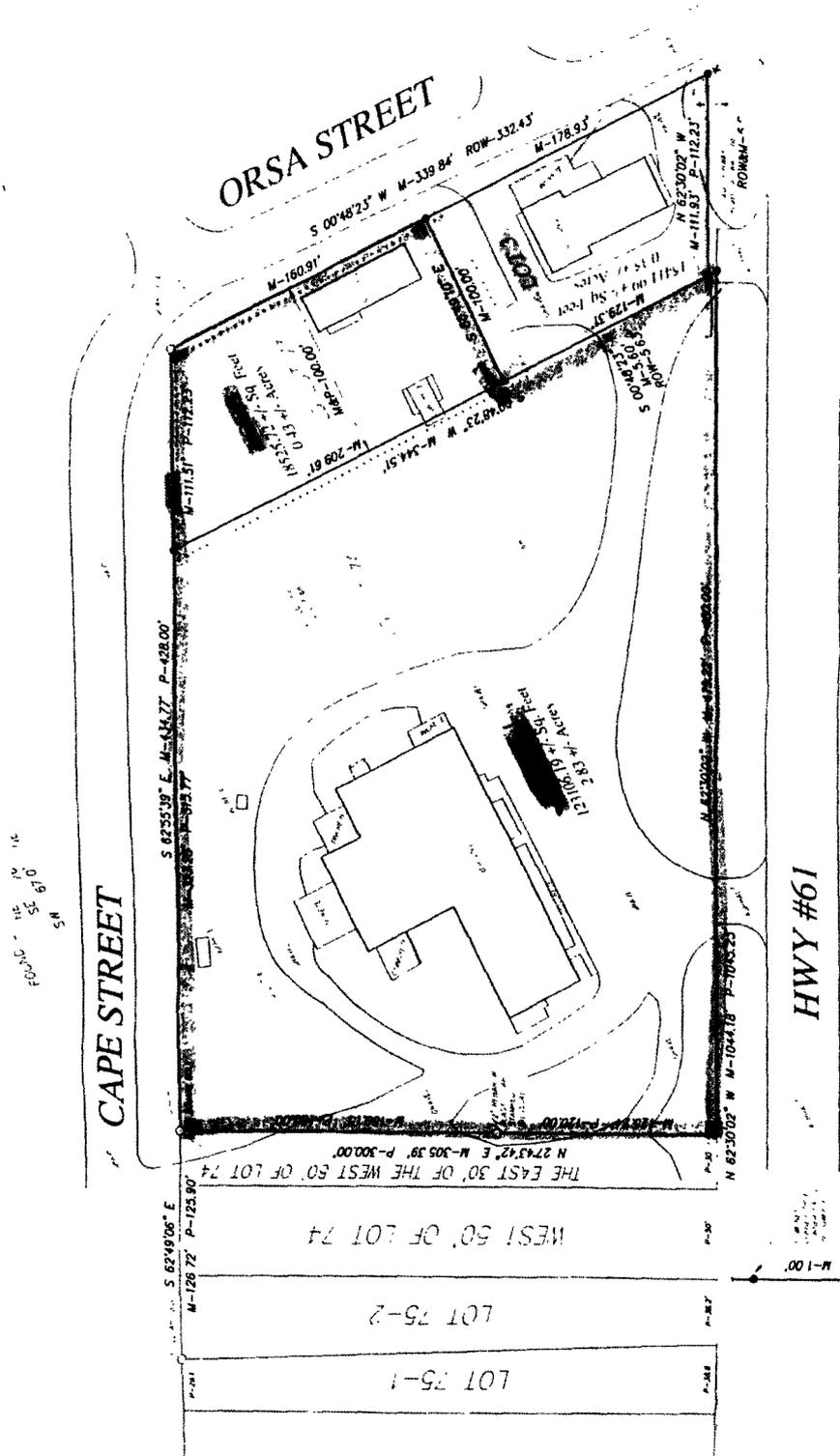
Boundary Description of Harchelroad Project Area

All real property that is (1) within the boundaries described as follows and (2) also situated within the corporate limits of the City, and no other real property:

Lots 1 and 2 of the Harchelroad Replat, located in Lots 73 and 74 of the Schroeder Subdivision of the City of Imperial, Chase County, Nebraska.

EXHIBIT 4

Map of Harchelroad Project Area



The Harchelroad Project Area is outlined in green.