

**EXHIBIT B  
FORM OF AMENDMENT**

**FIRST AMENDMENT TO DONATION AND CONSTRUCTION AGREEMENT BETWEEN  
GROW GRAND ISLAND, INC. AND THE CITY OF GRAND ISLAND FOR EXPANSION  
OF THE DOWNTOWN PUBLIC PLAZA**

This First Amendment to the June 30, 2022 Donation and Construction Agreement between the City of Grand Island and Grow Grand Island, Inc. ("Agreement"), is made and entered into this 22 day of December, 2022 by and between the City of Grand Island, Nebraska (the "CITY") and GROW GRAND ISLAND, INC. a Nebraska not for profit corporation ("GGI").

Section I.B. CONSTRUCTION is amended as follows (deletions shown in ~~strikethrough~~; additions shown in underline):

1. The plans and specification for the Plaza Expansion must receive ~~the prior written approval of the City Engineer and the~~ written approval of the applicable City Engineer is required departments, which approval may be reflected by the issuance of required City permits for all construction documents and final selections of building materials prior to construction. GGI agrees that the Plaza Expansion shall be completed in strict adherence to the design as approved and/or permitted by the CITY. Any material deviations from the design drawings depicted in Exhibit A.
2. At no cost to the CITY, GGI shall be responsible for and to fund the construction of the Plaza Expansion to be constructed during such times during the construction period as mutually agreed to by the CITY and GGI. Construction shall not begin until GGI has received or has binding commitments for the Funds. The construction period shall begin no later than July 5, 2022 (weather permitting) and shall end no later than ~~December 31, 2022~~ June 1, 2024 (the "Construction Period"). ~~In the event that construction is not completed by December 31, 2022, GGI may request an extension of time for the Construction Period for up to 6 additional months, and City Administer may grant such exception as his sole discretion.~~

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Section II. D. ACCEPTANCE OF IMPROVEMENTS is amended as follows:

1. Upon completion of the Plaza Expansion, such improvements shall be reviewed by the applicable City departments ~~Engineer~~ and, if approved, and upon receipt of the GGI's professional Engineer/Architect certification of completion of the Plaza Expansion with the plans and specifications approved by the CITY, it shall be recommended to the City Council for acceptance by the City Administrator or designee. Acceptance of ownership of these Improvements shall be subject to the verification by the CITY that the project

- has been completed in compliance with all permits issued by the CITY, this Agreement and subject to receipt by the CITY Engineer of as built plans and other required documents. Such acceptance shall occur by resolution of the City Council.
2. Upon acceptance by resolution of the City Council, the Plaza Expansion shall immediately become the property of the CITY and the GGI forfeits all rights to such Plaza Expansion. It is expressly agreed and understood that nothing in this Agreement shall be construed as empowering the GGI to encumber, mortgage or pledge any interest in the site or improvements thereon in any manner whatsoever.
  3. Following CITY Council acceptance of the Plaza Expansion, the CITY and GGI shall mutually agree to a date and time for a ribbon cutting ceremony.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment To Donation And Construction Agreement Between Grow Grand Island, Inc. And The City Of Grand Island For Expansion Of The Downtown Public Plaza by having their signatures affixed below.

<p>GROW GRAND ISLAND, INC</p> <p><u>Jonah A. Braun</u> Authorized Representative</p> <p>Date: <u>4/27/23</u></p>	<p>CITY OF GRAND ISLAND, NE</p> <p><u>Roger G. Steele</u> Roger G. Steele, Mayor</p> <p>Date: <u>5/11/2023</u></p> <p>ATTEST:</p> <p><u>RaNae Edwards</u> RaNae Edwards, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p><u>Laura D. McAloon</u> Laura D. McAloon, City Attorney</p>
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