

## **PURCHASE AND REDEVELOPMENT AGREEMENT**

**Between**

**CITY OF LINCOLN, NEBRASKA, as City,  
SUP FAMILY II, LLC, as SFII**

**And**

**GALE L. SUP And BERNICE A. SUP, as Sups**

This Agreement is entered into effective the \_\_\_ day of October, 2009 (the "Effective Date"), by and between CITY OF LINCOLN, NEBRASKA, a municipal corporation ("City"); SUP FAMILY II, LLC, a Nebraska limited liability company ("SFII"); and GALE L. SUP And BERNICE A. SUP, a\k\ a "Susie A. Sup", husband and wife ("Sups").

WHEREAS, City acquired the City Parcels described in Section 1 below and proceeded to designate the parcels as redevelopment parcels in conformance with The 48<sup>th</sup> And O Street Redevelopment Plan adopted by the Lincoln City Council on January 24, 2005 ("Redevelopment Plan") pursuant to Resolution No. A-83181; and

WHEREAS, Sups own the real estate adjacent to the City Parcels legally described in Exhibit "A" hereto ("Sup Parcel"); and

WHEREAS, SFII, an entity associated with Sups, has negotiated a ground lease with a national retailer acceptable to City ("Tenant") which desires to enter into a long term lease for the City Parcels and the Sup Parcel; and

WHEREAS, the Parties enter into this Purchase And Redevelopment Agreement to fulfill the City's objective to revitalize the area through a significant improvement to be made by Sups, SFII and Tenant;

THEREFORE, in consideration of the mutual promises of and benefits to the Parties it is agreed as follows:

### **1. City Parcels.**

1.1. **Description.** City is the owner of Parcel 1 and Parcel 2 legally described on Exhibit "A", attached hereto, which is unimproved and consists of approximately 56,083 square feet, together with all rights, privileges and easements appurtenant to and for the benefit of the land, including without limitation, all easements, rights-of-way and appurtenances owned by City and used in connection with the beneficial operation, use and enjoyment of the land (the "City Parcels").

1.2. **Limitation of Representations and Warranties.** Except for any specific representations for warranties set forth in this Agreement, no Party makes any representations or warranties to any other Party of any kind.

### **1.3. Representations and Warranties.**

1.3.1. **City's Representations and Warranties.** City represents and warrants to SFII that City will deliver to SFII marketable title to the City Parcels at Closing by warranty deed, subject only to those title exceptions permitted by Section 3.11.

- 1.3.2. Sup's Representations and Warranties. Sups and SFII represent and warrant to City as follows:
- 1.3.2.1. Development. On or before Closing, Sups will convey the Sup Parcel to SFII and SFII will thereafter develop the City Parcels and the Sup Parcel (collectively referred to as the "Redevelopment Parcels") in accordance with the conditions set forth in this Agreement.
- 1.3.2.2. Assignment. Sups and SFII will, upon any assignment of this Agreement to a third party, require that the assignee assume all obligations of Sups or SFII hereunder.
- 1.3.2.3. "As Is" Condition. Except as expressly provided for in this Agreement, SFII agrees that it is purchasing the City Parcels from the City in an "as is" condition.
2. Sale and Purchase of City Parcels. City agrees to sell the City Parcels to SFII, and SFII agrees to purchase the City Parcels from City, subject to the terms and conditions of this Agreement. The purchase and sale of the City Parcels will be accomplished through an escrow ("Escrow") to be established with a title insurance company acceptable to City and SFII ("Escrow Agent"). Within ten (10) business days after the Effective Date, and thereafter from time to time as necessary, the Parties will execute any supplemental escrow instructions reasonably required by Escrow Agent for the purpose of implementing this Agreement.
3. Conditions Precedent to Closing. Unless waived by the Party for whose benefit the condition is extended, City, Sups and SFII agree that the following conditions must be satisfied on or prior to Closing:
- 3.1. Designated Contingency Date. The Designated Contingency Date shall mean October 27, 2009. The Designated Contingency Date is that date by which (i) SFII and City shall have jointly confirmed the Development Schedule required by Section 3.2, which Development Schedule shall be subject to the prior approval of Tenant; (ii) City shall have obtained all government approvals for the conveyance of the City Parcels to SFII, including any permits from the State required to construct the O Street Access described in Section 7; (iii) all of the conditions precedent for delivery of marketable title of the City Parcels to SFII have been satisfied, or are assured to be satisfied by that date acceptable to SFII; (iv) a written agreement by SFII, City and Tenant as to the dimensions and location of the portion of the City Parcels to be utilized by the City for the display of artwork; and (v) a written agreement by SFII, City and Tenant of any additional terms and conditions to which the artwork to be displayed on the Premises identified in clause (iv) will be subject. The forgoing are referred to as "Designated Contingencies". If on the Designated Contingency Date not all of the Designated Contingencies have been satisfied, then SFII shall have thirty (30) days thereafter within which to either (1) extend the Designated Contingency Date to that date mutually agreed to between SFII and City as the date by which Parties anticipate that the remaining Designated Contingencies will be satisfied, or (2) terminate this Agreement. The forgoing shall not prohibit SFII and City from extending the Designated Contingency Date in any other manner acceptable to SFII and City.

- 3.2. Development Schedule. By the Designated Contingency Date, City and SFII shall jointly prepare a schedule setting forth the dates by which: (i) the City and SFII will have all approvals required to convey marketable title complete, and all other contingencies satisfied, thereby allowing Tenant to then proceed with its due diligence through the Evaluation Period set forth in the Ground Lease with the SFII; (ii) the site plan required by Section 3.3 will be submitted to City, (iii) the construction of the O Street Access required by Section 7 will be complete by City, (iv) the construction of the utilities to the Redevelopment Parcels required by Section 3.5 will be complete, (v) the Closing required by Section 6 will occur, (vi) the application for a building permit to construct the building for occupancy by Tenant will be made to City, (vii) the construction of the building on the Redevelopment Parcels by Tenant will be complete, (viii) the estimated date Tenant will be open for business to the public, and (viii) the South 48<sup>th</sup> Street Access described in Section 3.9 will be closed. The Development Schedule may be modified at any time by mutual consent of SFII and City.
- 3.3. Dedicated Public Access Easement. SFII agrees to submit to First National Bank of Omaha, the owner of the property located immediately north of the Sup Parcel ("FNB Parcel"), and to Realty Trust Group, Trustee and MJM, Inc., owner of the property located immediately east of the City Parcels ("Realty Group Parcel"), a site plan setting forth a description of those accesses to be located upon the Redevelopment Parcels from O Street and from 48<sup>th</sup> Street ("Dedicated Public Access Easement"). The site plan shall include the width of the accesses, together with the location of those points of ingress and egress to the FNB Parcel and to the Realty Group Parcel. The Dedicated Public Access Easement shall be open to the public for full and convenient vehicular travel and points of ingress and egress shall be set forth and be dedicated to in the final site plan to be approved by the City and shall be conveyed pursuant to a public access easement to be filed and recorded with the register of deeds. The Dedicated Public Access Easement may not be changed following approval by the City without the City's prior consent. The Dedicated Public Access Easement will be maintained and repaired by SFII, or by its successors or assigns, and not by City.
- 3.4. Prohibited Uses. SFII and City execute a separate agreement to be filed at Closing with the Register of Deeds for Lancaster County, Nebraska, which will set out those uses to be prohibited on the Redevelopment Parcels ("Prohibited Uses") following Closing. The Prohibited Uses are identified in Exhibit "B", attached hereto. The covenants restricting the Prohibited Uses will be permanent and run with the land.
- 3.5. Utilities and Waiver of TIF. SFII confirms to City whether all utilities required by Tenant are available to the Redevelopment Parcels, and if all utilities are not available, will identify those utilities required to be installed. Subject to confirmation that no further utilities are required to be installed to the Redevelopment Parcels, neither SFII, nor Tenant, will seek from the City any Tax Increment Financing ("TIF").
- 3.6. Environmental Report. City delivers to SFII a Phase I Environmental Site Assessment Report prepared by a licensed engineer acceptable to City and SFII, which report shall set forth those matters required by SFII and City to detail environmental conditions affecting the City Parcels. The costs for the Environmental Report shall be paid for in the manner provided for in Section 6. The City shall have no obligation to correct any environmental conditions. The City shall assign to SFII at Closing all of the

City's right, title and interest to all agreements of any kind running to the City in which a party has provided to the City an indemnification for any environmental conditions affecting the City Parcels.

- 3.7. Site Feasibility. SFII confirm to City that all engineering, soils, environmental, and other reports, investigations and tests required for the site for Tenant's improvements and use are satisfactory to SFII and its tenant.
- 3.8. Approvals. City and SFII confirm that all zoning, building permits and any other necessary approvals to be applied for by Tenant will be forthcoming as set out in the Development Schedule to allow for the improvements and use of the Redevelopment Parcels as required by Tenant.
- 3.9. South 48<sup>th</sup> Street Access. In exchange for the O Street Access, Sups and SFII agree to the closure of the south access to the Sup Parcel on 48<sup>th</sup> Street (the "South 48<sup>th</sup> Street Access") as shown on the site plan of Exhibit "C", attached hereto. The South 48<sup>th</sup> Street Access will occur at such time as set out in the Development Schedule.
- 3.10. Lease. SFII confirm to City that all conditions precedent to Tenant taking possession of the City Parcels have been satisfied as set forth in the Ground Lease to be executed between SFII and Tenant. A Memorandum of Ground Lease in form acceptable to SFII and Tenant shall be provided to City at Closing and be filed by Escrow Agent with the Register of Deeds immediately following Closing.
- 3.11. Title Insurance. Within seven (7) days following the Effective Date, City shall cause Escrow Agent to deliver to SFII a commitment for title insurance (the "Title Commitment") issued by Escrow Agent, with copies of all documents referenced in exceptions identified on Schedule B to the Title Commitment. Within thirty (30) days after SFII's receipt of the Title Commitment, SFII shall give written notice to City identifying any title exceptions to the Title Commitment disapproved by SFII ("SFII's Title Notice"). If SFII fails to give such notice, then SFII shall be deemed to have approved the easements, conditions and restrictions of record set forth in the Title Commitment. City shall have fourteen (14) thereafter within which to give written notice to SFII that City is unable or unwilling to remove any or all of the disapproved title exceptions ("City's Title Notice"). SFII shall have ten (10) business days after receipt of City's Title Notice to either (i) approve the title exceptions identified in the City's Title Notice that City is unable or unwilling to remove, or (ii) terminate this Agreement and cancel the Escrow by giving written notice of such termination and cancellation to City. Notwithstanding the foregoing, the title insurance policy to be issued at closing by Escrow Agent shall be subject to the "Permitted Exceptions," including:
  - 3.11.1. The standard printed exceptions and exclusions contained in the Title Policy form, other than the creditor's rights exclusion.
  - 3.11.2. Unpaid property taxes, bonds, and assessments not in default and any unaccrued personal property taxes.

3.11.3. Any supplemental taxes and assessments attributable solely to the periods after the Closing.

3.11.4. The Declaration Of Easements, Covenants, Conditions And Restrictions filed as record with the Lancaster County Register of Deeds on September 4, 2009 as Instrument No. 2009049182 (the "CC&R").

3.11.5. Such covenants, conditions, restrictions, reservations, easements, rights, rights of way, and similar matters approved or waived by SFII pursuant to this Section.

3.11.6. Any encumbrances and liens to be created by this Agreement.

4. City's Assistance. City agrees to further assist SFII as follows:

4.1. Site Feasibility Documents. City agrees to provide SFII with copies of the following documents in City's possession or control with respect to the City Parcels: (i) consulting engineer plans, drawings, and reports; (ii) all soil tests; (iii) all environmental reports; and (iv) all documents of any other kind relating to tests and inspections of the City Parcels undertaken on City's behalf (collectively, the "Feasibility Documents"). The Feasibility Documents will be returned to City by SFII if Closing does not occur as provided for in this Agreement.

4.2. Access to City Parcels. City shall allow SFII reasonable access to the City Parcels to perform any test or inspection which SFII reasonably deems appropriate. SFII shall provide five (5) days written notice to the City prior to SFII entry upon the City Parcel(s). SFII and its agents or representatives shall be responsible for and hereby agree to indemnify and hold City harmless from any damages, loss or expenses as a result of any damages arising out of any entry or use of the City's property as a result of the test or inspection. SFII and its representatives shall take all reasonable efforts to maintain the security of the property while performing any test or inspection on the site and shall in the event of termination of this Agreement promptly repair any damage to the property including fill in of any holes bored on the Property. SFII shall have no liability to City respecting the results of such inspections, including without limitation, any remedial obligation arising from an inspection that discloses an unknown condition affecting the City Parcels. SFII shall provide City copies of the results of any test or inspection performed on SFII's behalf.

5. Purchase Price And Other Consideration. Subject to satisfaction of the conditions precedent set out in Section 3, SFII, Sups and City agree as follows:

5.1. Monetary Payment. SFII agrees to pay to City for the City Parcels the amount of \$1,335,000.00 (the "Purchase Price"). The Purchase Price represents a purchase price of \$427,360 for Parcel 1 and \$907,640 for Parcel 2. The Purchase Price shall be paid by SFII to Escrow Agent in cash or readily available funds ("Cash Payment") at Closing, together with any additional costs and fees required to close pursuant to this Agreement.

5.2. Waived Rights. Sups and SFII agree at Closing to execute a release in form mutually acceptable to Sups and to City in which Sups release City from all claims, causes of action and other liability relating to (i) payment for damages sustained with the 48<sup>th</sup> and East "O" Streets Widening Project subject to the current lawsuit pending in the Lancaster

County District Court styled Sup Family, LLC, et. al. v. City of Lincoln, Nebraska, CI 07-160 District Court, but only as such damages pertain to the Sup Parcel, said Parcel identified in the pending lawsuit as Parcel 63 (“Parcel 63 Claim”); (ii) payment for damages relating to the permanent closure of the 48<sup>th</sup> Street South Access to the Sup Parcel; (iii) payment for damages relating to the imposition of restrictions on future uses of the City Parcels and Sup Parcel; and (iv) payment for any other damages of any kind related to the Redevelopment Plan adopted by the City Council on January 24, 2005 as such damages pertain to the Sup Parcel (collectively the “Waived Rights”). Notwithstanding the foregoing, the release shall not encompass any claims which may separately arise with respect to the obligations of the provided for in this Agreement. The release shall further provide that Sups and City agree to file a joint dismissal of the Parcel 63 Claim.

6. Closing. Subject to satisfaction of the conditions precedent of Section 3, Closing shall occur at Escrow Agent's principal place of business in Lincoln, Nebraska on that date set out in the Development Schedule (the “Closing Date”). The Parties may extend the Closing Date by written mutual agreement. At Closing, Escrow Agent shall promptly undertake all of the following:
  - 6.1. Recordation. Escrow Agent shall cause the Deed executed by City, with documentary transfer tax, to be filed with the Lancaster County Register of Deeds.
  - 6.2. Compliance with Lender's Instructions. Escrow Agent shall comply with any instructions from SFII's Lender, in accordance with separate instructions approved by SFII. SFII's execution of Lender's loan documents shall constitute approval of such lender's instructions.
  - 6.3. Disbursement of Funds. Escrow Agent shall disburse all funds deposited in Escrow in accordance with a City's Settlement Statement and a SFII's Settlement Statement to be executed by the respective Parties. The Settlement Statements shall set out the respective prorations, credits, debits and disbursements required as follows:
    - 6.3.1. City shall be charged for: (i) the recording fees due for releases of any encumbrances or liens imposed upon City to deliver marketable title to SFII; (ii) the real estate taxes due for the year of Closing and for all prior years, prorated to Closing however based upon the assessed valuation and mill levy determined for the immediately preceding calendar year; (iii) one-half of the title insurance premium for the owner's policy; (iv) one-half of Escrow Agent's Fees; (v) documentary stamp taxes; (vi) one-half the cost of the Environmental Assessment Report; and (vii) any other costs customarily charged to City in a Sellers' Settlement Statement and not otherwise described in this Agreement.
    - 6.3.2. SFII shall be charged for: (i) the recording fees due for the Deed and any encumbrances related to SFII's financing of the purchase of the City Parcels; (ii) the points and other fees, if any, required to be paid to SFII's Lenders; (iii) the real estate taxes due over and above that required to be paid by City; (iv) one-half of the title insurance premium for the owner's policy; (v) one-half of Escrow Agent's Fees; (vi) one-half the cost of the Environmental Assessment Report, and (viii) any other costs customarily charged to SFII in Buyer's Settlement Statement and not otherwise described in this Agreement.

- 6.4. Post Closing. Escrow Agent shall issue the Title Insurance Policy to SFII and a Lender's Policy to Lender and record Lender's deed of trust. Escrow Agent shall further:
- 6.4.1. Deliver to SFII (i) conformed copies of the Deed and Lender's recorded documents, (ii) originals of the other Closing Documents, and (iii) SFII's Settlement Statement; and
  - 6.4.2. Deliver to City (i) conformed copies of the Deed, (ii) copies of the other Closing Documents, and (iii) City's Settlement Statement.
7. O Street Access. City agrees to reconstruct an access from O Street to Parcel 2 at a location mutually acceptable to City and SFII ("O Street Access") as shown on the attached site plan of Exhibit "C". The O Street Access shall be constructed according to the schedule set out in the Development Schedule. SFII agrees to reimburse the City for the costs incurred by the City associated with the curb cut to Parcel 2 in an amount not to exceed Five Thousand Dollars (\$5,000). SFII shall make reimbursement to City within thirty (30) days following receipt of an invoice from City for such costs. City shall be responsible for all other costs associated with the improvements to O Street, including without limitation those costs associated with acquisition and construction of a turn lane.
8. Remedies. If either Party breaches its obligations under this Agreement, then the other Party may pursue an action for damages or for specific performance of this Agreement in the manner provided for by law.
9. Miscellaneous.
- 9.1. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given on the date of delivery if personally delivered, or three (3) business days after mailing if mailed by first-class mail, postage prepaid, to the Parties at the addresses set forth below, or such other address designated from time to time in writing by such Party to all other Parties.

If to City: Mayor's Office  
555 S 10<sup>th</sup> Street  
Lincoln, NE 68508

With a copy to: City Attorney's Office  
555 S 10<sup>th</sup> Street, Third Floor  
Lincoln, NE 68508

If to SFII or Sups:  
Layne Sup  
Federal Trust Building, Suite 304  
134 S 13<sup>th</sup> Street  
Lincoln, NE 68508

And to:

Gale & Bernice Sup

7101 Northwest 105<sup>th</sup> Street  
Malcolm, NE 68402

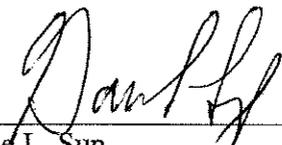
With a copy to: Larry V. Albers, Attorney  
100 Alodium Plc  
6710 L Street  
Lincoln, NE 68510

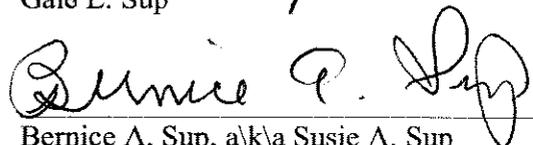
- 9.2. Amendment and Waiver. This Agreement may be amended only by a written agreement signed by all Parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provisions, nor shall such waiver constitute a continuing waiver.
- 9.3. Assignment, Successors and Assigns. On or prior to Closing, Sups may assign their interest in this Agreement to Sup Family II, LLC. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. Upon any assignment, Sups shall be relieved of any further liability hereunder.
- 9.4. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts, and each such counterpart shall be deemed to be an original instrument.
- 9.5. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of Nebraska, without regard to its conflict of laws principles. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.
- 9.6. Entire Agreement. This Agreement, together with the attached exhibits, represents the entire agreement between the Parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations or commitments.
- 9.7. Further Instruments. The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.
- 9.8. Time. Time is of the essence under this Agreement.
- 9.9. Legal Holidays and Weekends. If any event or deadline provided for under this Agreement falls on a weekend or on a recognized holiday by City, then the event or deadline shall be extended until the next business day.

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective the date first written above.

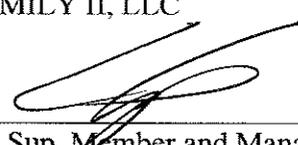
**CITY OF LINCOLN, NEBRASKA, a  
municipal corporation**

Chris Beutler, Mayor

  
Gale L. Sup

  
Bernice A. Sup, a/k/a Susie A. Sup

SUP FAMILY II, LLC

  
Layne J. Sup, Member and Manager

ACKNOWLEDGMENTS

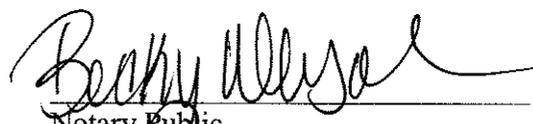
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

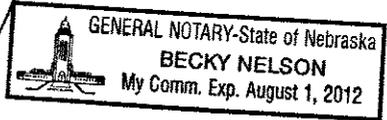
The foregoing instrument was acknowledged before me this \_\_\_ day of October, 2009 by CHRIS BEUTLER as Mayor for the City of Lincoln, Nebraska.

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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

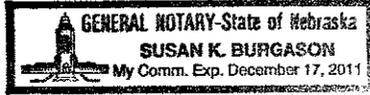
The foregoing instrument was acknowledged before me this 7 day of October, 2009, by GALE L. SUP and BERNICE A. SUP, husband and wife.

  
Notary Public



STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 7 day of October, 2009, by LAYNE J. SUP, Manager of SUP FAMILY II, LLC.



*Susan K Burgason*  
Notary Public

**EXHIBIT "A"**  
**REAL ESTATE DESCRIPTION**

**City Parcels:**

**PARCEL 1**

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 29 J. G. MILLER'S SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, AS ILLUSTRATED ON THE ATTACHED EXHIBIT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 50 MINUTES 51 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 60.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 09 MINUTES 58 SECONDS WEST, ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 183.00 FEET TO A POINT ON THE NORTH LINE OF PROPERTY DESCRIBED IN INST. NO. 2004-079105; THENCE SOUTH 89 DEGREES 50 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 149.00 FEET TO THE EAST LINE OF PROPERTY DESCRIBED IN INST. NO. 2004-079105; THENCE SOUTH 0 DEGREES 09 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF PROPERTY DESCRIBED IN INST. NO. 2004-079105, SAID LINE BEING PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 113.00 FEET TO A POINT 70.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 50 MINUTES 51 SECONDS WEST, ALONG A LINE 70.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 131.78 FEET TO A POINT; THENCE NORTH 41 DEGREES 56 MINUTES 16 SECONDS WEST, A DISTANCE OF 17.37 FEET TO A POINT; THENCE NORTH 8 DEGREES 18 MINUTES 23 SECONDS WEST, A DISTANCE OF 39.91 FEET TO A POINT 61.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 09 MINUTES 58 SECONDS WEST, ALONG A LINE 61.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 60.64 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 16,578 SQUARE FEET (0.38 ACRES) MORE OR LESS.

**PARCEL 2**

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 29 J. G. MILLER'S SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, AS ILLUSTRATED ON THE ATTACHED EXHIBIT AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 50 MINUTES 51 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 210.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 09 MINUTES 58 SECONDS WEST, ALONG A LINE 210.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 70.00 FEET TO A POINT ON THE WEST LINE OF PROPERTY DESCRIBED IN INST. NO. 2005-005976, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 09 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 277.68 FEET TO A POINT ON THE NORTH LINE OF SAID PROPERTY; THENCE SOUTH 89 DEGREES 47 MINUTES 53 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 142.30 FEET TO A POINT ON THE EAST LINE OF SAID PROPERTY DESCRIBED IN INST. NO. 2005-005976; THENCE SOUTH 0 DEGREES 09 MINUTES 58 SECONDS EAST, ALONG THE EAST LINE OF SAID PROPERTY, A DISTANCE OF 277.56 FEET TO A POINT 70.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 50 MINUTES 51 SECONDS WEST, ALONG A LINE 70.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 142.30 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 39,505 SQUARE FEET (0.91 ACRES) MORE OR LESS.

**Sup Parcel:** THE WEST 210 FEET OF THE SOUTH HALF (S ½) OF LOT 29, J. G. MILLER'S SUBDIVISION, EXCEPT THE WEST 60 FEET AND THE SOUTH 150 FEET IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 10 WEST, RANGE 7 EAST, OF THE 6<sup>TH</sup> P.M., LINCOLN, LANCASTER COUNTY, EXCEPT THE SOUTH 150' OF THE WEST 210' AND EXCEPT THE WEST 60' OF THE SAID WEST 210', WITH A COMMONLY KNOWN ADDRESS OF 140 N 48<sup>TH</sup> STREET, LINCOLN, LANCASTER COUNTY, NEBRASKA.

**EXHIBIT "B"**  
**PROHIBITED USES**

The Redevelopment Parcels (hereinafter referred to in this Exhibit as the "Lot") shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of the Lot that is illegal.

In addition to the foregoing, throughout the term of this Lease, it is expressly agreed that neither all, nor any portion, of the Lot shall be used, directly or indirectly, for the following:

(1) any outdoor off-premise advertising, specifically including billboards, signboards and related structures and appurtenances, except temporary signs advertising such Lot for sale or lease by the owner thereof; except nothing contained herein shall (a) prevent or limit the owner, tenant and/or subtenant to advertise the business operating on such Lot or the products or services offered by such business operating on such Lot; or (b) prevent or limit the use of off-premise advertising for the benefit of an adjoining parcel if otherwise approved by the City of Lincoln.

(2) a gas station or convenience store (such as a 7-Eleven, Casey's, Kwik Shop, or Kadredlos), with or without gasoline pumps;

(3) any business whose predominant operation is the retail sale of alcohol beverages (predominant shall mean retail gross sales of alcoholic beverages, including mixed drinks, in excess of 50% of gross sales on the premise);

(4) any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises);

(5) any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; exotic lingerie; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service;

(6) any business whose predominant operation is the use, storage or processing of hazardous or potentially hazardous materials as defined under applicable law, including any services station, salvage or recycling operations, car wash, dry cleaning, vehicle body repair, paint, refinishing, or parts and equipment cleaning business; provided nothing herein shall be construed to prohibit a dry cleaning pickup facility, the sale of household and automotive cleaners and other chemicals (including motor oil) in standard retail containers as are commonly sold by supermarkets, discount stores, and/or drugstores,

or the use of household cleaners and chemicals to maintain the Lot, and additional chemicals to perform on-site photo-processing in accordance with all applicable governmental laws.

7) any business involving gambling or wagering even if otherwise permitted by law, including keno, bingo, slot machines, video lottery machines, casino games, or off-site pari-mutuel wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law;

8) any business whose predominant operation is warehousing or storage of goods, materials or merchandise; and

9) any business involving a residential use, sale or display of weapons, self service laundry, industrial manufacturing, cell tower, radio telecommunication or other communication tower, illegal activities, or sale of any illegal goods or products. The foregoing restriction shall not prohibit the installation and operation of satellite dishes and related equipment used in connection with the permitted use of the Lot.

