

Lincoln



Nebraska's Capital City

August 6, 2001.

Mayor Wesely and City Council  
City of Lincoln  
City County Building  
Lincoln, NE

Mayor Wesely and Members of the City Council:

An investigation has been made regarding the application of Wilderness Ridge Golf Course, 1800 Box Canyon Circle, holders of liquor license C49883 requesting an addition to the current liquor license.

Wilderness Ridge Golf Course has requested that area approximately 1.01 acres be added to the current liquor license. The requested addition is for a temporary clubhouse.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



Police Department  
575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: [www.ci.lincoln.ne.us](http://www.ci.lincoln.ne.us)

A nationally accredited law enforcement agency



# STATE OF NEBRASKA

HI-080441  
Rd 274

PH: 8-20-01



Mike Johanns  
Governor

NEBRASKA LIQUOR CONTROL COMMISSION  
Forrest D. Chapman  
Executive Director  
301 Centennial Mall South, 5th Floor  
P.O. Box 95046  
Lincoln, Nebraska 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7352 (TTY)

August 1, 2001

CERTIFIED MAIL

City Clerk  
County/City Bldg  
555 S 10<sup>th</sup>  
Lincoln NE 68508

01 AUG 3 PM 00  
CITY OF LINCOLN  
NEBRASKA

RE: Application for License #C49883  
Wilderness Ridge LLC  
"Wilderness Ridge Golf Course"

Enclosed please find a copy of the letter requesting to amend the application to include entire golf course. Please contact our office if you have any questions. Thank you.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Jill L Nelson, Licensing Division  
Enclosures

Rhonda R. Flower  
Commissioner

Bob Logsdon  
Chairman

R.L. (Dick) Coyne  
Commissioner

An Equal Opportunity/Affirmative Action Employer

Printed with soy ink on recycled paper

**SEACREST & KALKOWSKI, P.C.**

1111 LINCOLN MALL, SUITE 350  
LINCOLN, NEBRASKA 68508-3905

TELEPHONE (402) 435-6000  
FACSIMILE (402) 435-6100  
E-MAIL: sk@sklaw.inetnebr.com

# 49883

KENT SEACREST  
DANAY KALKOWSKI

COPY

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July 26, 2001

JUL 26 2001

**HAND DELIVERY**

NEBRASKA LIQUOR  
CONTROL COMMISSION

Nebraska Liquor Control Commission  
Attn: Mary Messman  
PO Box 95046  
301 Centennial Mall South, 5<sup>th</sup> Floor  
Lincoln, NE 68509-5046

RE: Amendment to Wilderness Ridge, L.L.C. Application for Class C Liquor License

Dear Commissioners:

Our office represents Wilderness Ridge, L.L.C., a Nebraska limited liability company ("LLC"). On October 25, 2000, we submitted an application for a Class C liquor license and associated documentation to you for the Wilderness Ridge Golf Course and clubhouse. Page 2 of the Application for License contained a diagram of the permanent clubhouse structure the LLC requested be licensed as well as a legal description of the entire golf course and clubhouse premises to be licensed.

The permanent clubhouse is currently under construction and will not be completed until next spring. Consequently, LLC has installed a temporary clubhouse for use until the construction of the permanent clubhouse is completed. LLC is also adding an additional acre of property for clubhouse parking that was not included in the original application.

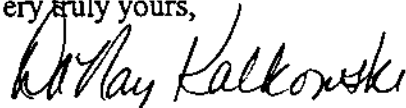
By means of this letter we are requesting the following amendments to page 2 of LLC's Application for License: (i) substitution of the enclosed description and diagram of the temporary clubhouse as the "structure to be licensed", and (ii) addition of the area legally described and shown on Exhibit "A", which is enclosed herein, as part of the "legal description of premises to be licensed". To facilitate your review of the amendments we have enclosed a map showing the location of the temporary clubhouse. Also enclosed is a copy of the LLC's Lease for the one acre of area being added to the licensed premises.

We would appreciate any help you can give us to expedite the processing of the amendments. The City Clerk's office has indicated that if it receives information from you yet this week they can schedule the City Council's hearing on the application on Monday, August

13. The temporary club is currently in the process of being hooked up to sewer, water and electricity. I will notify you as soon as it is ready for inspection.

Thank you for the information and assistance you have already provided. As you know, it is our intention that the clubhouse structure and premises as well as the entire golf course be included within the licensed area. Consequently, we want to make sure the City Council resolution and final license include the golf course as well as the clubhouse. If you have any questions regarding the enclosed or need any additional information, please call me at the number listed above.

Very truly yours,



DANAY KALKOWSKI

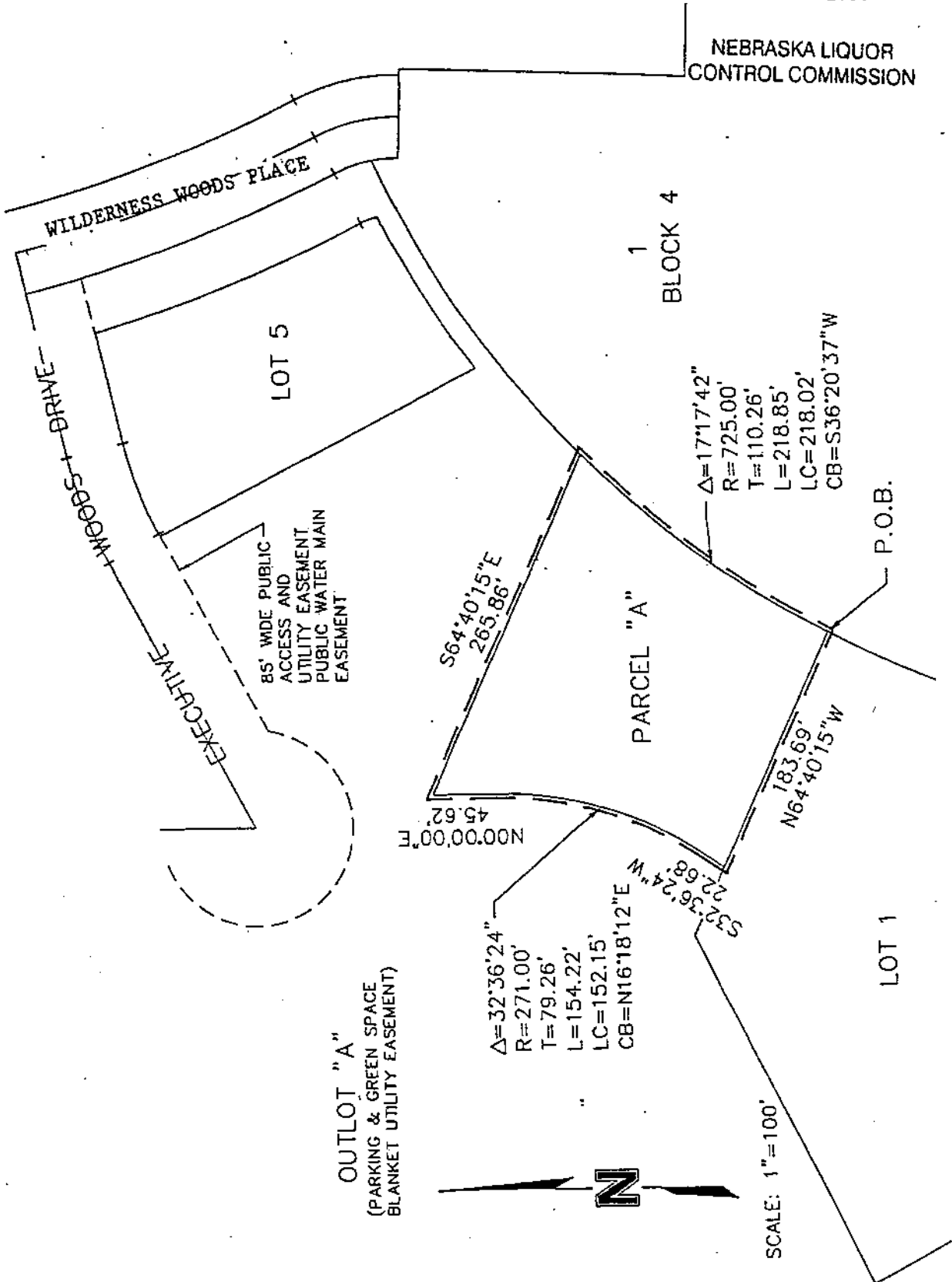
For the Firm

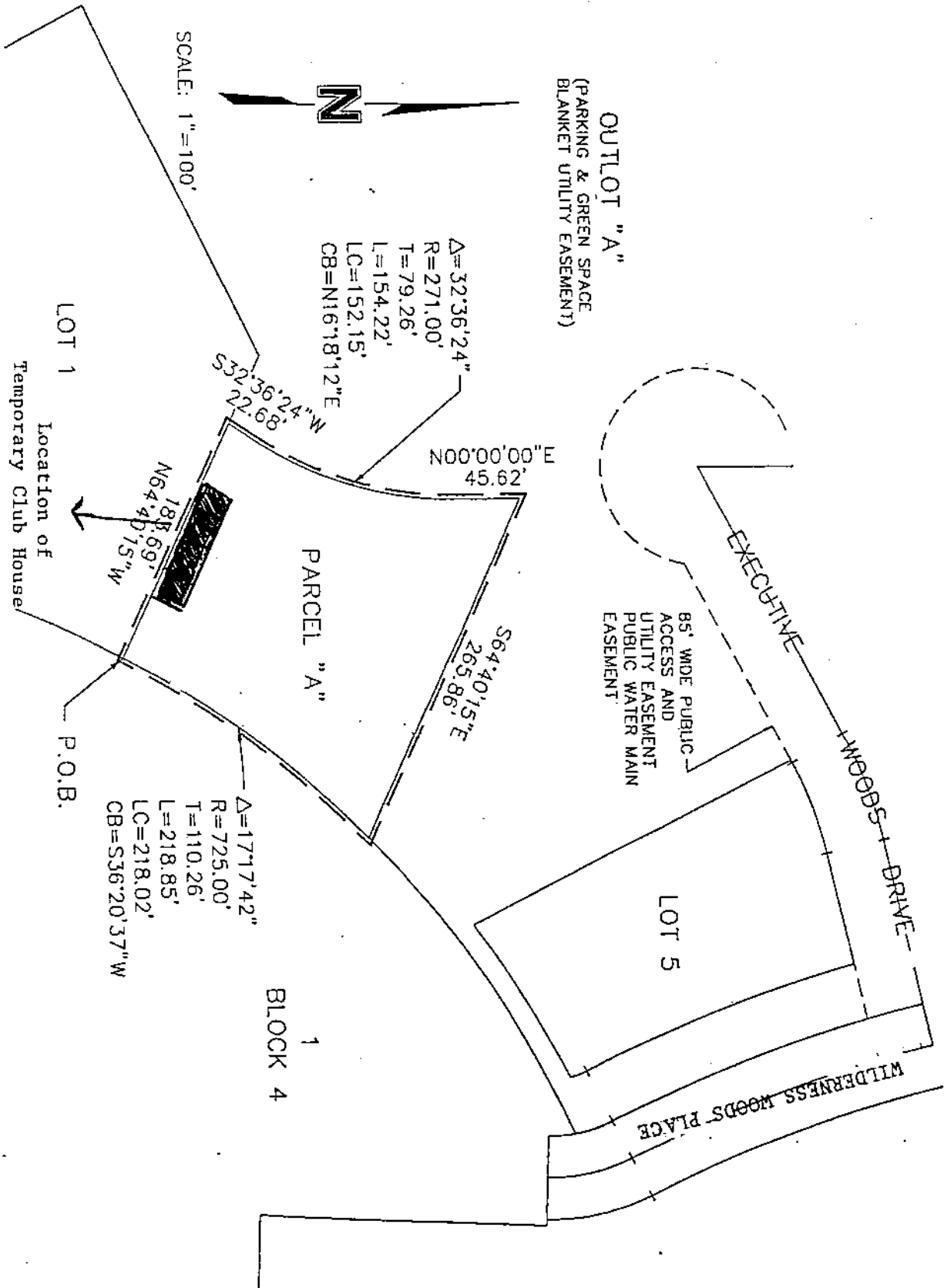
Enclosure

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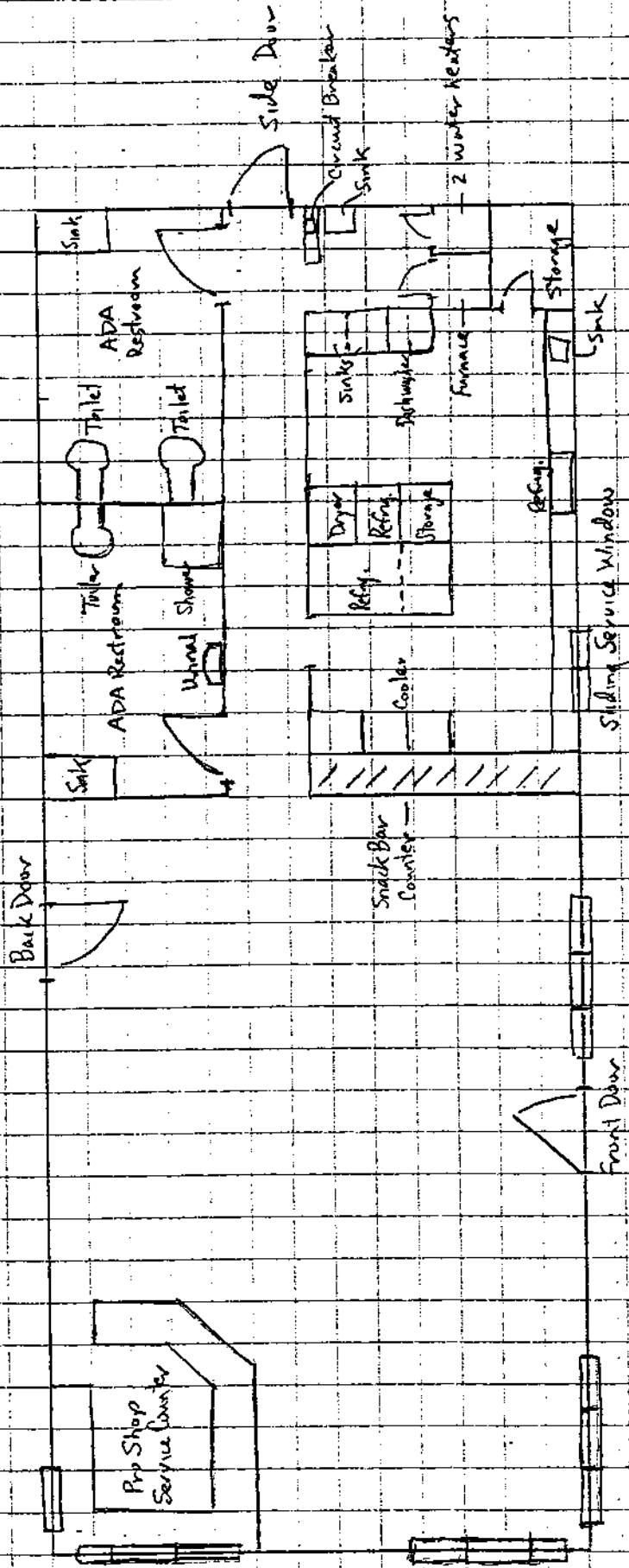
JUL 26 2001

NEBRASKA LIQUOR  
CONTROL COMMISSION





WILDERNESS RIDGE GOLF COURSE  
 TEMPORARY CLUBHOUSE  
 1800 WILDERNESS WOODS PLACE



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JUL 26 2001

NEBRASKA LIQUOR  
 CONTROL COMMISSION



1/4" = 2'  
 1/8" = 2'

RECEIVED

LEGAL DESCRIPTION  
PARCEL "A"

JUL 26 2001

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF OUTLOT "A", WILDERNESS WOODS OFFICE PARK ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE 6<sup>TH</sup> P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NEBRASKA LIQUOR  
CONTROL COMMISSION

COMMENCING AT A SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING A NORTHEAST CORNER OF LOT 1 WILDERNESS WOODS OFFICE PARK ADDITION, AND THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF NORTH 64 DEGREES 40 MINUTES 15 SECONDS WEST ALONG A SOUTH LINE OF SAID OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID LOT 1, A DISTANCE OF 183.69 FEET TO A POINT, THENCE NORTH 32 DEGREES 36 MINUTES 24 SECONDS EAST, A DISTANCE OF 22.68 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 271.00 FEET, ARC LENGTH OF 154.22 FEET, DELTA ANGLE OF 32 DEGREES 36 MINUTES 24 SECONDS, A CHORD BEARING OF NORTH 16 DEGREES 18 MINUTES 12 SECONDS EAST, AND A CHORD LENGTH OF 152.15 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 45.62 FEET TO A POINT, THENCE SOUTH 64 DEGREES 40 MINUTES 15 SECONDS EAST, A DISTANCE OF 265.86 FEET TO A POINT OF INTERSECTION WITH A SOUTHEAST LINE OF SAID OUTLOT "A", THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 725.00 FEET, ARC LENGTH OF 218.85 FEET, DELTA ANGLE OF 17 DEGREES 17 MINUTES 42 SECONDS, A CHORD BEARING OF SOUTH 36 DEGREES 20 MINUTES 37 SECONDS WEST ALONG A SOUTHEAST LINE OF SAID OUTLOT "A", AND A CHORD LENGTH OF 218.02 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1.01 ACRES, OR 44,055.38 SQUARE FEET MORE OR LESS.

JULY 11, 2000 (11:22AM)  
F:\projects\20000465\mikej\PARCELA.L01



COPY RECEIVED

LEASE

JUL 26 2001

This Lease is made and entered into as of this 1<sup>st</sup> day of July, 2001, by and between **Wilderness Ridge Development Company**, a Nebraska corporation, **Southview, Inc.**, a Nebraska corporation and **Large Partnership, Ltd.**, a Nebraska limited partnership (collectively "Lessor") and **Wilderness Ridge, L.L.C.**, a Nebraska limited liability company ("Lessee").

1. Description of Premises. In consideration of the mutual rents, promises, and covenants contained herein, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain parcel of real property more particularly described and shown on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Premises").

2. Term and Option to Renew. The term of this Lease shall be for five (5) years, commencing on July 1, 2001, and ending on June 30, 2006, unless sooner terminated as hereinafter provided.

3. Rent. The basic rent to be paid to Lessor by Lessee, in addition to all other expenditures required to be made by Lessee pursuant to this Lease, shall be Five Hundred Dollars (\$500.00) per year and shall be due and payable on July 1 of each year.

Anything else contained herein or elsewhere notwithstanding, it is the intention of the parties that the basic rent shall be "net" to Lessor and that all other costs and expense, of any nature or kind whatsoever, attributable to the Premises during the term hereof shall be the responsibility of Lessee, and Lessor shall not have any liability therefor.

4. Payment of Taxes and Assessments. As additional rental hereunder, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes and assessments which shall be levied or assessed, or which may become a lien or charge on or against the Premises or any part thereof. In the event Lessee shall fail to comply with the preceding terms of this section, Lessor may, but shall not be obligated to, pay any such taxes or assessments and charge it, as rent immediately due and payable. Lessee shall obtain and deliver to Lessor receipts or duplicate receipts for all taxes, assessments, and other items required hereunder to be paid by Lessee, promptly on payment thereof.

5. Warranties of Title and Quiet Possession. Lessor covenants that Lessor is the owner of the Premises in fee simple and has full right to make this Lease subject to the terms hereof, and Lessee shall have quiet and peaceable possession of the Premises during the term hereof.

6. Use of Premises. Subject to the other terms and provisions contained herein, Lessee shall be permitted to use the Premises (i) for the installation of a temporary clubhouse for Wilderness Ridge Golf Course until such time as the permanent clubhouse has been constructed and is opened for business; and (ii) as a parking lot serving the permanent clubhouse for Wilderness Ridge Golf Course. During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Lessor or the forfeiture of Lessor's title to the Premises. Lessee shall not commit or allow to be committed any waste of or nuisance on the Premises.

7. Lessor's Right of Entry. Lessee shall permit Lessor and the agents and employees of Lessor to enter into and on the Premises at all reasonable times for the purpose of examining or inspecting the conditions thereof relevant to any right or power reserved by Lessor pursuant to the terms of this Lease.

c Damage to and Destruction of the Premises. The damage or destruction or partial destruction of the Premises or any improvement thereto shall not release Lessee from any obligation hereunder, except as hereinafter expressly provided, and in case of damage

b. Maintenance of Improvements. Lessee shall, throughout the term of this Lease, at its own cost and without any expense to Lessor, keep and maintain the Premises and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary, lawful, and neat order, condition, and repair and, except as specifically provided herein, shall restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the Premises or any improvements thereon.

a. Improvements to Premises. Lessee may make improvements to the Premises at its own expense; provided that Lessee obtains Lessor's written consent before commencing any such work. All alterations, replacements, changes, additions, improvements, and appurtenances made in or on the Premises pursuant to the terms of this paragraph of the Lease or which may be erected, installed or fixed on or in the Premises during the term hereof are and shall be deemed to be and to immediately become part of the realty and the sole and absolute property of the Lessor and shall be deemed to be part of the Premises and the property of the Lessor upon the expiration of this Lease. However, all personal property on the Premises, including merchandise of every kind, nature, and description, furnishings, equipment, trade fixtures, and all other property hereafter placed or kept on the Premises by Lessee, are and shall continue to be the sole property of the Lessee, unless the same shall have been installed to replace equipment previously installed by Lessor ("Lessee's Property"). Lessee may, during the term of this Lease remove any of Lessee's Property as it may so desire, provided Lessee shall repair all damages resulting from such removal.

11. Improvements, Repairs and Destruction of Premises.

10. Notices. All communications, demands, notices, or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease, to the address set forth next to such party's signature at the end of this Lease or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner.

9. Subletting and Assignments. Lessee may not assign or sublet the Premises in whole or in part without the prior written consent of Lessor, which consent shall not be unreasonably withheld. The making of any assignment or sublease shall not release Lessee from or otherwise affect any of Lessee's obligations hereunder.

8. Encumbrance of Lessee's Leasehold Interest. Lessee may encumber by mortgage or other prior instrument its leasehold interest in the Premises, together with all other improvements placed by Lessee thereon, as security for any indebtedness of Lessee incurred in the construction financing or permanent financing of the improvements constructed on the Premises. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder.

c. Lessor's Right to Pay Premiums on Behalf of Lessee. All of the policies of insurance referred to in this section shall be written in a form satisfactory to Lessor and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor and deliver such policies, or certificates thereof, to Lessor. In the event of the failure of Lessee, either to effect such insurance in the names herein called for or to pay the premiums therefor or to deliver such policies or certificates thereof to Lessor, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor. Such

b. Personal Injury Liability Insurance. Lessee shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the Premises and its appurtenances in an amount no less than Two Million Dollars (\$2,000,000.00) including Lessor as an additional insured.

a. Insurance Coverage of Premises. Lessee shall at all times during the term of this Lease and at Lessee's sole expense keep the Premises and all improvements which are now or hereafter a part thereof insured against loss or damage by fire and other perils for the replacement value of such improvements, with loss payable to Lessor and Lessee as their respective interests may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee.

#### 14. Insurance

13. Indemnification of Lessor. Lessor shall not be liable, and Lessee shall indemnify, save, hold harmless, and defend Lessor, for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosever may at any time be using or occupying or visiting the Premises, or be in, on, or about the Premises, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, negligence, or intentional misconduct of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Premises or shall result from or be caused by any other matter, or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, injury, death, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the Premises and any improvements which are now on or hereafter placed or built on the Premises and to the property of Lessee in, on, or about the Premises and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Lessor, its agents, or its employees.

12. Mechanic's Liens. Lessee hereby covenants and agrees that Lessee will not permit or allow any mechanic's or materialman's liens to be placed on Lessor's interest in the Premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on Lessor's interest, Lessee shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that Lessee may contest any such lien provided Lessee first posts a surety bond, in favor of and insuring Lessor, in an amount sufficient to remove the lien pursuant to Nebraska mechanic's lien law.

to or destruction of any portion of such Premises, Lessee shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Except as otherwise provided in this section, and without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

17. Default. In the event of any Monetary or Nonmonetary Default of this Lease by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property otherwise from the Premises. Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor may either terminate this Lease or it may from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Lessor in the sole discretion of Lessor may deem advisable. On each such reletting (a) Lessee shall be

16. Notice of Default. Except as to the provisions of section 17 hereof, Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other moneys ("Monetary Default") as herein required or in the furnishing of any insurance policy when required herein unless Lessor shall first give to Lessee ten (10) days written notice of such Monetary Default and Lessee fails to cure the same within ten (10) days. Except as to the provisions or events referred to in the preceding sentence of this section, Lessee shall not be deemed to be in default of other nonmonetary obligations ("Nonmonetary Default") hereunder unless Lessor shall first give to Lessee thirty (30) days written notice of such default and Lessee fails to cure such Nonmonetary Default within the thirty (30) day period, or if the default is of such a nature that it cannot be cured within thirty (30) days, Lessee fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence.

15. Environmental Warranty. Lessee represents and warrants to Lessor that Lessee, its agents, employees, contractors and invitees will not handle, transport, store, treat or use Hazardous Material on the Premises. "Hazardous Material" as that term is used in this paragraph means any substance, material or waste which is reasonably considered by Lessor to pose an actual or potential threat to health or safety or which is or at any time hereafter becomes regulated as "hazardous," "toxic" or any other similar designation by any local, state, or federal government authority. Such term includes, without limitation (i) asbestos, (ii) any petroleum products, (iii) any material, substance or waste defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), (iv) any material, substance or waste defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.) or (v) any material, substance or waste defined as a "regulated substance" pursuant to Subchapter IX of the Solid Waste Disposal Act (42 U.S.C. § 6991, et seq.). Lessee agrees to indemnify, defend and hold harmless Lessor, any director, officer, employee or agent of Lessor and any other adjoining Lessee from and against any and all loss, cost, damage and expense, including, but not limited to fees of site investigators, attorneys, engineers and other consultants, that arise before, during or after the term of this Lease as a result of (a) the presence, suspected, presence or release at any time of any Hazardous Material in, on or from the Premises by Lessee, its agents, employees, contractors and invitees, or (b) the inaccuracy or breach of Lessee's representations and warranties set forth in this paragraph. This representation and warranty shall survive the termination of this Lease.

d. Cost of Insurance Deemed Additional Rental. The cost of insurance required to be carried by Lessee in this section shall be deemed to be additional rental hereunder.

premiums shall be repayable to Lessor with the next installment of the basic rent, and failure to repay the premiums shall carry with it the same consequences as failure to pay any installment of basic rent. The insurance policies mentioned in this section shall contain a provision to notify the Lessor in writing thirty (30) days prior to any cancellation or reduction in coverage.

c. Condemnation Award. In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain or in the event of a partial taking which does not terminate this Lease, then in any such condemnation proceedings Lessor and Lessee shall be free to make claim against the condemning or

part not taken.  
remainder of the term, shall be adjusted accordingly based upon the fair rental value of the continue in full force as to the part not taken, and the rental to be paid by Lessee during the so terminate this Lease or in the event of any other such partial taking, this Lease shall termination of this Lease by Lessee. In the event of such partial taking and Lessee does not appropriated or taken. Any other partial condemnation shall not be grounds for the (30) days after Lessor has notified Lessee in writing that the Premises has been so the date of such taking on giving to Lessor written notice of such termination within thirty then being made thereof by Lessee, Lessee shall have the right to terminate this Lease as of shall be so appropriated or taken and the remainder thereof shall not be suitable for the use b. Effect of Partial Condemnation. In the event that a portion of the Premises

therunder.  
a. Effect of Total Condemnation. In the event that the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and both parties shall thereupon be released from any further liability to the other thereafter occurring

18. Effect of Eminent Domain.

No such reentry or taking possession of the Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such relating without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of such breach, including the cost of recovering the Premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

immediately liable to pay Lessor, in addition to any indebtedness other than rent due hereunder, the expenses of such relating and of such alterations and repairs incurred by Lessor and the amount, if any, by which the rent reserved in this Lease for the period of such relating (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period of such relating, or (b) at the option of Lessor, rents received by such Lessor from such relating shall be applied first to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any expenses of such relating and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as it may become due and payable hereunder. If Lessee has been credited with any rent to be received by such relating under option (a) hereof and if such rent shall not be promptly paid to Lessor by the new tenant or if such rentals received from such relating under option (b) hereof during any month is less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

27. Cumulative Rights. Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to Lessee or Lessor is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or not or hereafter existing at law, in equity, or by statute.

26. Captions. All captions, headings, or titles in the paragraphs or sections of this Lease are inserted for convenience of reference only and shall not constitute a part of this Lease as a limitation of the scope of the particular paragraphs or sections to which they apply.

25. Time of Essence. Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

24. Parties Bound. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective assigns, executors, heirs, personal representatives, and successors.

23. Effect of Lessee's Holding Over. Any holding over after the expiration of the term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month to month. The holding over shall not result in a renewal or extension of this Lease. All other terms and conditions of this Lease shall remain in full force and effect during any month to month tenancy hereunder, except rental rate, which may be increased by Lessor after thirty (30) days written notice to Lessee.

22. Amendment, Modification, and Waiver. No amendment, modification, or waiver of any condition, provision, or term of this Lease shall be valid or of any effect unless made in writing. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default.

21. Subordination and Attornment. This Lease may, at the option of Lessor, be subordinate to any underlying leases, mortgages, deeds of trust, or other lien which may hereafter affect the Premises or any part thereof, and Lessee will execute and deliver upon the demand of Lessor from time to time any and all instruments desired by Lessor, subordinated in the manner requested by Lessor, this Lease to such lease, mortgage, deed of trust, or lien; provided that in the event of the termination of such lease or foreclosure of such mortgage, deed of trust, or lien, any successor to any interest of Lessor in the Premises will not disturb Lessee's possession of the Premises if Lessee attorns to such successor as Lessor and otherwise performs its obligations under this Lease. Lessee agrees that Lessee shall attorn to any landlord under such lease affecting the Premises in the event of the termination or cancellation of such lease, or to any purchaser upon foreclosure or sale, pursuant to any lien; provided the agreed upon terms and conditions in the Lease remain in full force and effect.

20. Proration. Except as otherwise expressly stated herein, all taxes, assessments, utilities, or other charges usually prorated between parties shall be so prorated as of the date of the commencement of the initial term hereof.

19. Surrender of Lease; Effect on Subleases. The voluntary or involuntary surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall at the option of Lessor terminate any or all existing subleases or subtenancies or may at the option of Lessor operate as an assignment to it of any or all such subleases or subtenancies. The terms of this section shall be included in all such subleases.

18. NEBRASKA LAND REVENUE COMMISSION  
taking authority for the amount of any damage done to them, respectively, as a result thereof.

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28. Severable Provisions. Each provision, section, sentence, clause, phrase, and word of this Lease is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Lease.

29. Entire Agreement. This Lease contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

30. Nebraska Law. This Lease shall be construed and enforced in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

“LESSOR”

**RIDGE DEVELOPMENT COMPANY, a  
Nebraska corporation**

By: Thomas E. White  
Thomas E. White  
President of Development

By: John C. Brager  
John C. Brager  
President of Construction

**SOUTHVIEW, INC., a Nebraska  
corporation**

By: Gerald L. Schleich  
Gerald L. Schleich, President

**LARGE PARTNERSHIP, LTD., a  
Nebraska limited partnership**

By: Richard L. Large  
Richard L. Large, General Partner

"LESSEE"

**WILDERNESS RIDGE, L.L.C.**, a  
Nebraska limited liability company

By: **RIDGE DEVELOPMENT  
COMPANY**, a Nebraska corporation,  
Member

By: *Thomas E. White*  
Thomas E. White  
President of Development

By: *John C. Brager*  
John C. Brager  
President of Construction

By: **SOUTHVIEW, INC.**, a Nebraska  
corporation, Member

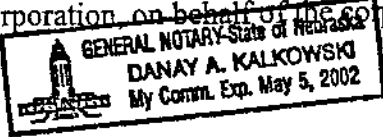
By: *Gerald L. Schleich*  
Gerald L. Schleich, President

By: **LARGE PARTNERSHIP, LTD.**, a  
Nebraska limited partnership, Member

By: *Richard L. Large*  
Richard L. Large, General Partner

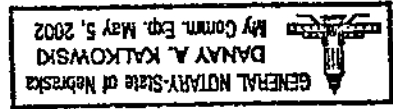
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing was acknowledged before me this 24 day of July, 2001, by  
Thomas E. White, President of Development of Ridge Development Company, a Nebraska  
corporation, on behalf of the corporation.



*Danay A. Kalkowski*  
Notary Public

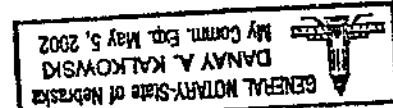




Danay A. Kalkowski  
Notary Public

The foregoing was acknowledged before me this 24 day of July, 2001, by Thomas E. White, President of Development of Ridge Development Company, a Nebraska corporation, Member of Wilderness Ridge, L.L.C., a Nebraska limited liability company on behalf of the limited liability company.

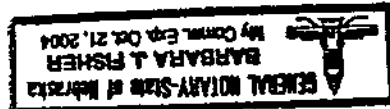
STATE OF NEBRASKA )  
COUNTY OF LANCASTER )  
) ss. )



Danay A. Kalkowski  
Notary Public

The foregoing was acknowledged before me this 25 day of July, 2001, by Richard L. Large, General Partner of Large Partnership, Ltd, a Nebraska limited partnership.

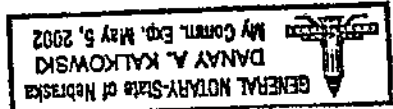
STATE OF NEBRASKA )  
COUNTY OF LANCASTER )  
) ss. )



Barbara J. Fisher  
Notary Public

The foregoing was acknowledged before me this 24<sup>th</sup> day of July, 2001, by Gerald L. Schleich, President of Southview, Inc., a Nebraska corporation on behalf of the corporation.

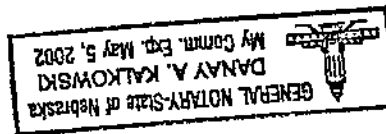
STATE OF NEBRASKA )  
COUNTY OF LANCASTER )  
) ss. )



Danay A. Kalkowski  
Notary Public

The foregoing was acknowledged before me this 26 day of July, 2001, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, on behalf of the corporation.

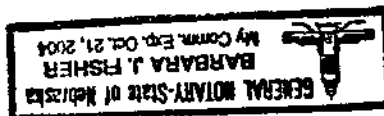
STATE OF NEBRASKA )  
COUNTY OF LANCASTER )  
) ss. )



The foregoing was acknowledged before me this 25 day of July, 2001, by Richard L. Large, General Partner of Large Partnership, Ltd., Member of Wilderness Ridge, L.L.C., a Nebraska limited liability company on behalf of the limited liability company.

Danay A. Kalkowski  
Notary Public

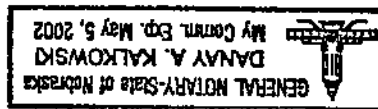
STATE OF NEBRASKA )  
) ss. )  
COUNTY OF LANCASTER )



The foregoing was acknowledged before me this 24 day of July, 2001, by Gerald L. Schleich, President of Southview, Inc., a Nebraska corporation, Member of Wilderness Ridge, L.L.C., a Nebraska limited liability company on behalf of the limited liability company.

Barbara J. Fisher  
Notary Public

STATE OF NEBRASKA )  
) ss. )  
COUNTY OF LANCASTER )



The foregoing was acknowledged before me this 26 day of July, 2001, by John C. Brager, President of Construction of Ridge Development Company, a Nebraska corporation, Member of Wilderness Ridge, L.L.C., a Nebraska limited liability company on behalf of the limited liability company.

Danay A. Kalkowski  
Notary Public

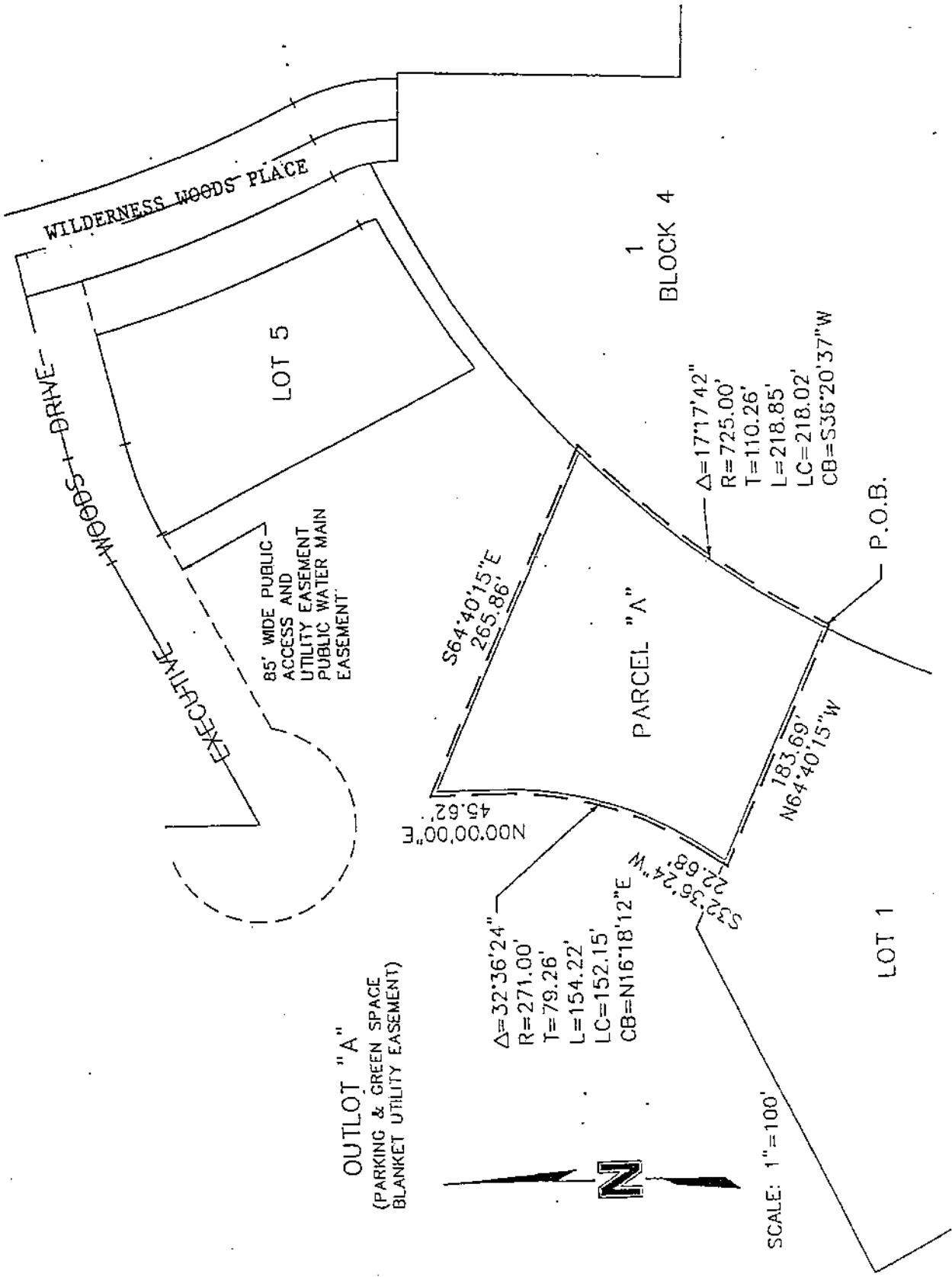
STATE OF NEBRASKA )  
) ss. )  
COUNTY OF LANCASTER )

JULY 11, 2000 (11:22AM)  
F:\projects\20000463\mikej\PARCEL.A101

COMMENCING AT A SOUTH CORNER OF SAID OUTLOT "A", SAID POINT BEING A  
NORTHEAST CORNER OF LOT 1 WILDERNESS WOODS OFFICE PARK ADDITION, AND  
THE TRUE POINT OF BEGINNING, THENCE ON AN ASSUMED BEARING OF  
NORTH 64 DEGREES 40 MINUTES 15 SECONDS WEST ALONG A SOUTH LINE OF SAID  
OUTLOT "A", SAID LINE BEING A NORTH LINE OF SAID LOT 1, A DISTANCE OF 183.69  
FEET TO A POINT, THENCE NORTH 32 DEGREES 36 MINUTES 24 SECONDS EAST, A  
DISTANCE OF 22.68 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN  
A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 271.00 FEET, ARC LENGTH  
OF 154.22 FEET, DELTA ANGLE OF 32 DEGREES 36 MINUTES 24 SECONDS, A CHORD  
BEARING OF NORTH 16 DEGREES 18 MINUTES 12 SECONDS EAST, AND A CHORD  
LENGTH OF 152.15 FEET TO A POINT OF TANGENCY, THENCE NORTH 00 DEGREES 00  
MINUTES 00 SECONDS EAST, A DISTANCE OF 45.62 FEET TO A POINT, THENCE SOUTH  
64 DEGREES 40 MINUTES 15 SECONDS EAST, A DISTANCE OF 265.86 FEET TO A POINT  
OF INTERSECTION WITH A SOUTHEAST LINE OF SAID OUTLOT "A", THENCE ALONG  
A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 725.00 FEET,  
ARC LENGTH OF 218.85 FEET, DELTA ANGLE OF 17 DEGREES 17 MINUTES 42  
SECONDS, A CHORD BEARING OF SOUTH 36 DEGREES 20 MINUTES 37 SECONDS WEST  
ALONG A SOUTHEAST LINE OF SAID OUTLOT "A", AND A CHORD LENGTH OF 218.02  
FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED  
AREA OF 1.01 ACRES, OR 44,055.38 SQUARE FEET MORE OR LESS.

A LEGAL DESCRIPTION FOR A TRACT OF LAND COMPOSED OF A PORTION OF  
OUTLOT "A", WILDERNESS WOODS OFFICE PARK ADDITION, LOCATED IN THE  
NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 6 EAST OF THE  
6<sup>TH</sup> P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION  
PARCEL "A"



OUTLOT "A"  
 (PARKING & GREEN SPACE  
 BLANKET UTILITY EASEMENT)

