

**LAND DEVELOPMENT AGREEMENT BETWEEN
INDIAN CENTER, INC., CREEKSIDE VILLAGE, LTD.,
AND CITY OF LINCOLN, NEBRASKA**

This Land Development Agreement, hereinafter referred to as the "Agreement," is made and entered into as of the date of full execution below by and between the Indian Center, Inc. ("Indian Center"), Creekside Village, Ltd., and the City of Lincoln, Nebraska ("City").

RECITALS

I. Indian Center, Inc. is a non-profit 501(c) corporation established for the purpose of managing an urban Indian Community Center which provides services to eligible Nebraskans of all cultures. The Indian Center has existed at its current location at 1100 Military Road, Lincoln, Nebraska since approximately 1980 ("Indian Center Property").

II. On or about November 26, 2007, the Lincoln City Council adopted Resolution No. A-84632 approving Hoppe, Inc.'s application for 10th and Military Community Unit Plan (Special Permit 07047), also known as Creekside Village, for low-income multiple family and single family units upon the condition that there be substantially no net loss of flood storage as a result of the development. Resolution No. A-84632 also approved waivers of City requirements for setbacks, stormwater detention, and minimum elevation of streets in the floodplain. Lincoln City Council also adopted Resolution No. A-85287 approving and authorizing City to enter into a Redevelopment Agreement with Creekside Village, Ltd. for development of Creekside Village.

III. In order to meet the requirement of no net rise, City agreed to allow Creekside Village, Ltd. to excavate approximately 6,885 cubic yards of dirt on City Property (defined below) adjacent to the Indian Center Property. City did not give the Indian Center prior courtesy notice of the excavation.

IV. When the excavation commenced, Indian Center contacted the City with its concerns that the excavation work would damage the Indian Center due to blowing dust filling the Indian Center and impeding programs, possible damage to its air-conditioning system, and interference with ceremonies at the Indian Center Property. Further, the City Property has been maintained and used by the Indian Center with the City's permission since the time it acquired the Indian Center Property from the City.

V. The parties desire to resolve any dispute regarding the excavation of the City Property as set forth in this Agreement.

NOW THEREFORE in consideration of the above recitals and the mutual covenants contained herein, the parties agree as follows:

A. City Obligations.

1. City intends to sell the City Property located adjacent to the Indian Center subject to a conservation easement to be conveyed by City to the Lower Platte South Natural Resources District prior to transfer. Indian Center shall assume all terms and conditions of City under the conservation easement. The City Property is depicted and legally described in Exhibit "A" which is attached and incorporated herein by this reference. A true and accurate copy of the Conservation Easement Agreement that the City Property shall be subject to is attached as Exhibit "B" and incorporated herein by this reference.

The other parties understand and agree that the Lincoln City Council must declare the City Property as surplus and authorize the conveyance of the City Property to the Indian Center. This Agreement is conditional upon this prior approval by Lincoln City Council and shall be immediately terminated if Lincoln City Council fails to approve the sale.

2. City shall complete design plans for the installation of rain gardens, not to exceed 2,000 square feet, on Indian Center Property. These plans will be made available to Indian Center for review. Once reviewed, City will complete said installation at its cost, subject to a 10% match by Indian Center as outlined below.
3. City shall install bars on the existing storm drain adjacent to the Indian Center at City's cost.
4. City shall grant Indian Center an access easement over and upon vacated 12th Street for the benefit of the City Property and the Indian Center Property. This easement is contained in Exhibit "C" and incorporated herein by this reference.
5. City shall license at no cost to Indian Center the use of the City parking lot at 1310 Charleston for sale of parking spots on 2009 Husker home football game days on September 5, 12, 26, October 17, 24, and November 7, 21 from approximately 7:00 a.m. until 11:00 p.m. Indian Center shall have up to 20 parking spots, as determined between Indian Center and the University of Nebraska, until completion of the Antelope Valley east leg. If excavation has not begun by August 1, 2010 or the buffalo grass is not established such that Indian Center is unable to use City Property for parking on 2010 Husker home football games, City will use good faith efforts to allow Indian Center use of the City parking lot for 2010 Husker home football game days. Indian Center shall indemnify, defend and hold harmless City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, from the use of the parking lot during the foregoing dates and times. This section will not require Indian Center to indemnify or hold harmless City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of City.
6. City shall pay for a portion of the streetscape in front of Creekside Village equivalent to the actual amount paid by Creekside Village, Ltd. for design and installation of grasses and the gravel road on City Property, as outlined in paragraph C3 below, not to exceed an amount of \$10,000.00.

B. Indian Center Obligations.

1. Indian Center shall purchase the City Property from the City for the sum of \$10.00 and other valuable consideration consisting of the following:
 - (a) Indian Center shall maintain and manage the City Property with all of the terms and requirements of the conservation easement.
 - (b) Indian Center shall contribute a 10% match, which may be done as an in-kind

donation such as volunteering, to any cost estimate for rain gardens or other plantings for Indian Center Property upon review of the plans and cost estimate.

- (c) Indian Center shall maintain the City Property in a manner consistent with the original design standard as discussed and set forth in this Agreement and the conservation easement. Indian Center shall also maintain the rain gardens on Indian Center Property in a manner consistent with the maintenance notes on the said plans.
- (d) Indian Center shall not use the City Property once excavation or grading has begun until it has received City's written notice that the buffalo grass to be planted on the City Property has been established, provided that such notice shall be given not later than eighteen months after the execution of Agreement. Indian Center indemnifies and holds harmless City and Creekside Village, Ltd., its officers, agents, and employees from any claims, losses or damages to the buffalo grass from Indian Center's use of the City Property prior to such written notice.

C. Creekside Village, Ltd. Obligations.

- 1. Creekside Village, Ltd. shall complete excavation of 6,885 cubic yards of dirt from the City Property adjacent to the Indian Center to be used in construction of the Creekside Village development to accomplish the no net rise required by the special permit by June 1, 2010. Creekside Village, Ltd. shall not perform excavation during Indian Center's scheduled powwow on the weekend of September 18, 2009.
- 2. Creekside Village, Ltd. shall complete design documents and cost estimate for the installation of buffalo grass and a gravel road on City Property. These plans and cost estimate shall be made available to Indian Center for review. Creekside Village, Ltd. shall plant cover crop on City Property in the fall of 2009 if excavation is completed in the fall of 2009 and buffalo grass by June 1, 2010, with City to assume any warranty for establishment of the buffalo grass after it is properly planted in the spring.
- 3. Creekside Village, Ltd. shall grade and gravel an access road connection from vacated 12th Street through the City Property to the existing drive connection located northwest of the building on the Indian Center Property by June 1, 2010. The gravel road is depicted in Exhibit "D" which is attached and incorporated herein by this reference.

D. Amendments.

This Memorandum of Agreement may be amended at any time in writing executed by the authorized representatives of the parties to this Agreement.

E. Contacts for the parties shall be as follows:

Indian Center, Inc.
Indian Center, Inc.
1100 Military Road
Lincoln, NE 68508
Phone: (402) 438-5231

Creekside Village, Ltd.
P.O. Box 6035
Lincoln, NE 68516-0035,
Phone: (402) 437-9200 or (402) 328-8100

City of Lincoln
Urban Development Department
808 P Street, Suite 400
Lincoln, NE 68508
Phone: (402) 441-7606

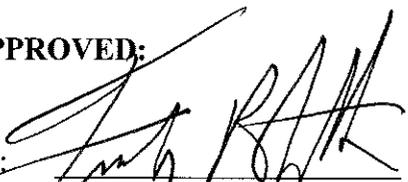
F. Severability.

If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.

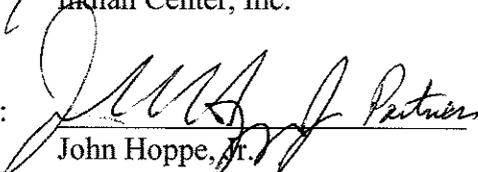
G. Public Announcements.

All public announcements or communications regarding the transfer of the City Property to the Indian Center, any of the foregoing terms, or any matters related to this Agreement will be reviewed and approved prior to issuance by Indian Center and City.

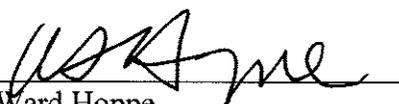
APPROVED:

By: 
Frank Blythe, Chairman
Indian Center, Inc.

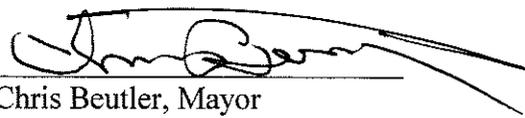
Date 9/29/09

By: 
John Hoppe, Jr.
Creekside Village, Ltd.

Date 9-22-09

By: 
Ward Hoppe
Creekside Village, Ltd.

Date 9/22/09

By: 
Chris Beutler, Mayor
City of Lincoln, Nebraska

Date _____

EXHIBIT A: LEGAL DESCRIPTION

A PARCEL OF LAND THAT IS A PORTION OF OUTLOT A, BEANE'S ADDITION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINING AT THE SOUTHWEST CORNER OF SAID OUTLOT A, THENCE ON THE WEST LINE OF SAID OUTLOT A ON AN ASSUMED BEARING OF NORTH 00 DEGREES 23 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 57.22 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE NORTH 65 DEGREES 28 MINUTES 58 SECONDS EAST ON THE SALT CREEK SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 755.16 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT A;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 35.30 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT A;

THENCE SOUTH 00 DEGREES 03 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 230.58 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A;

THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ON THE SOUTH LINE OF SAID OUTLOT A FOR A DISTANCE OF 441.90 FEET;

THENCE CONTINUING ON THE SOUTH LINE OF SAID OUTLOT A SOUTH 63 DEGREES 31 MINUTES 06 SECONDS FOR A DISTANCE OF 314.05 FEET TO THE POINT OF BEGINING.

PARCEL CONTAINS 1.803 ACRES MORE OR LESS.



**CONSERVATION EASEMENT AGREEMENT
(Fill Rights)**

THIS CONSERVATION EASEMENT AGREEMENT is entered into as of the _____ day of _____ 2009, by and between the City of Lincoln, Nebraska (Owner) and the Lower Platte South Natural Resources District (LPSNRD).

RECITALS

- I. Owner is the owner in fee simple of real property legally described as Lot 54, I.T. located in the in the Northwest Quarter of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska; and Lot 58, I.T. and Lot 77, I.T. located in the South Half of Section 14, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska; and Outlot A, Beanes Addition, located in Section 14, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska within which two areas of fill rights protection are herein granted as more particularly described on Attachment A, Exhibits A & B, and Map A attached hereto and incorporated herein by reference (Easement Area).
- II. The LPSNRD is authorized to accept and hold this Conservation Easement under the terms of this Agreement and the Nebraska Conservation and Preservation Easements Act.
- III. This Agreement has been submitted to the Lincoln-Lancaster County Planning Commission pursuant to the provisions of Neb. Rev. Stat. § 76-2,112 for review and recommendation and said Commission has found that the Conservation Easement is in conformance with the Comprehensive Plan.
- IV. The Board of the LPSNRD, has approved and accepted this Conservation Easement after duly considering the recommendation of the Lincoln City-Lancaster County Planning Commission and has authorized the General Manager to execute this Agreement on behalf of the LPSNRD.

NOW, THEREFORE, in consideration of the mutual value to the Owner and LPSNRD and to restrict fill rights in the described Easement Area, the LPSNRD and Owner agree as follows:

1. **Grant of Conservation Easement.** Owner here by creates, establishes, grants, and conveys to LPSNRD for its benefit and the benefit of the public a conservation easement over the Easement Area to restrict filling of the Easement Area subject to the following terms and conditions:
 - A. The following uses the practice, are inconsistent with the purposes of this Conservation Easement and shall be prohibited within the Easement Area.
 - i. The addition of fill material (Fill material shall mean soil, buildings, or other material that eliminates flood storage volume in the floodplain) for any purposes except:
 - a. Fill material uses for utility, right of way or road repair, construction, reconstruction, maintenance, or replacement, or



b. Where the Owner shall cause or require the quantity of imported fill material to be offset within the Salt Creek floodplain between 14th St. and I-180 in an amount equal to the amount of fill material imported into the Easement Area through any combination of the following: (1) removal of fill material at or below the 100 year encroached flood elevation, or (2) permanent acquisition of additional storage rights.

B. Notwithstanding subparagraph A above, the parties agree that the Easement Area may be used for flood storage from the 10th & Military Community Unit Plan development (Special Permit No. 07047) and graded to achieve a no net loss of flood storage in accordance with the grading plan for Special Permit No. 07047 which shall include the creation and seeding of a sloped general purpose athletic field.

C. The term of this Conservation Easement will be in perpetuity unless earlier terminated with the consent of the current property owner for the 10th and Military Community Unit Plan area (Special Permit #07047 per Resolution A-84632), which shall not be unduly withheld, pursuant to any of the following provisions:

i. By the LPSNRD pursuant to the provisions of Neb. Rev. Stat. § 76-2,113.

ii. By the Lancaster County District Court pursuant to the provisions of Neb. Rev. Stat. § 76-2,114.

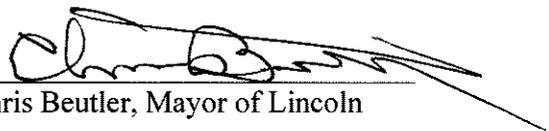
2. The parties agree the termination of this Agreement may be total and affect the entire Easement Area, or may be partial and result in the termination of the easement over only a portion of the Easement Area.
3. Condition of the Easement Area at Time of Grant. The Easement Area, without limiting the generality of the terms used herein, is defined to mean the condition of the Easement Area at the time of this grant as evidenced by reports, photographs and documentation on file with the Lincoln Lancaster County Planning Department, including Special Permit (CUP) #07047 including Resolution A-84632. .
4. Protection and Maintenance of the Easement Area. Owner agrees to pay any real estate taxes, estate taxes or assessments levied by competent authorities on the Easement Area, including but not limited to any tax or assessment affecting the easement granted herein.
5. Inspection, Use and Access by LPSNRD. The LPSNRD shall have the right of reasonable ingress and egress to and from the Easement Area from public roads and streets and from adjacent properties for its employees, contractors, vehicles and equipment for the purpose of inspecting the Easement Area as the LPSNRD may deem necessary or desirable.
6. Enforcement. Owner agrees that the LPSNRD may enforce the provisions of this Conservation Easement by any proceeding at law or in equity, including but not limited to, the right to require restoration of the Easement Area to the condition at

the time of this grant. Owner further agrees that the LPSNRD may seek an injunction restraining any person from violating the terms of this Conservation Easement and the LPSNRD may be granted such injunction without posting of any bond whatsoever. Owner further agrees that the LPSNRD without or in advance of securing such approval, or undertake any activity in violation of the terms of this Conservation Easement that LPSNRD shall have the right to enforce the restoration of that portion of the Easement Area affected by such activity to the condition that existed prior to the undertaking of such unauthorized activity. In such case, the cost of such restoration the LPSNRD's cost of suit, including reasonable attorney fees, shall be paid by Owner.

- 7. Title to Easement Area. Owner covenants that Owner is the owner of marketable title to all of the Easement Area, has legal right, title, and capability to grant the Conservation Easement granted herein subject to easements and restrictions of record.
- 8. Binding Affect. The Conservation Easement granted herein shall run with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of Owner and LPSNRD.
- 9. Recordation. The parties agree that this Agreement shall be duly filed by the LPSNRD with the Lancaster County Register of Deeds upon execution and acceptance by LPSNRD.
- 10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the reminded of the provisions of the Conservation Easements and the application of such provisions to persons or circumstances other than those to which it is found to be invalid shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY OF LINCOLN, NEBRASKA

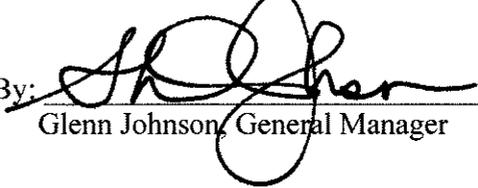
By: 
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____ 2009, by Chris Beutler, Mayor on behalf of the City of Lincoln, Nebraska.

Notary Public

**LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT**

By: 
Glenn Johnson, General Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____
2009, by Glenn Johnson, General Manager of the Lower Platte South Natural Resources District,
on behalf of the Lower Platte South Natural Resources District.

Notary Public

ATTACHMENT A

CONSERVATION EASEMENT 'A'

A PARCEL OF LAND COMPRISED OF PORTIONS OF LOT 58 AND LOT 77, IRREGULAR TRACTS LOCATED IN THE SOUTH HALF OF SECTION 14, AND A PORTION OF LOT 54, IRREGULAR TRACT LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, ALL IN TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 58 I.T., THENCE ON THE SOUTH LINE OF SAID LOT 58 I.T. ON AN ASSUMED BEARING OF NORTH 89 DEGREES 07 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 360.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89 DEGREES 07 MINUTES 21 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 58 I.T. FOR A DISTANCE OF 675.21 FEET TO THE NORTHEAST CORNER OF SAID LOT 54 I.T.;

THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 443.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 54 I.T.;

THENCE SOUTH 89 DEGREES 55 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 180.15 FEET TO THE SOUTHWEST CORNER OF SAID LOT 54 I.T.;

THENCE NORTH 00 DEGREES 04 MINUTES 32 SECONDS WEST ON THE WEST LINE OF SAID LOT 54 I.T. FOR A DISTANCE OF 344.29 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE NORTH 47 DEGREES 36 MINUTES 35 SECONDS EAST ON THE SALT CREEK SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 148.77 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE NORTH 48 DEGREES 37 MINUTES 15 SECONDS EAST ON THE SALT CREEK SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 740.97 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE SOUTH 42 DEGREES 18 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 176.14 FEET;

THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 270.00 FEET FOR AN ARC LENGTH OF 199.05 FEET WITH A TANGENT LENGTH OF 104.29 FEET AND A DELTA OF 42 DEGREES 14 MINUTES 20 SECONDS AND A CHORD LENGTH OF 194.57 FEET AND A CHORD BEARING OF SOUTH 21 DEGREES 11 MINUTES 26 SECONDS EAST;

THENCE SOUTH 00 DEGREES 4 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 189.51 FEET;
TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6.578 ACRES MORE OR LESS.

ATTACHMENT A (continued)

CONSERVATION EASEMENT 'B'

A PARCEL OF LAND THAT IS A PORTION OF OUTLOT A, BEANE'S ADDITION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LINCOLN, LANCASTER COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINING AT THE SOUTHWEST CORNER OF SAID OUTLOT A, THENCE ON THE WEST LINE OF SAID OUTLOT A ON AN ASSUMED BEARING OF NORTH 00 DEGREES 23 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 57.22 FEET TO A POINT ON THE SALT CREEK SOUTH RIGHT-OF-WAY;

THENCE NORTH 65 DEGREES 28 MINUTES 58 SECONDS EAST ON THE SALT CREEK SOUTH RIGHT-OF-WAY FOR A DISTANCE OF 755.16 FEET TO A POINT ON THE NORTH LINE OF SAID OUTLOT A;

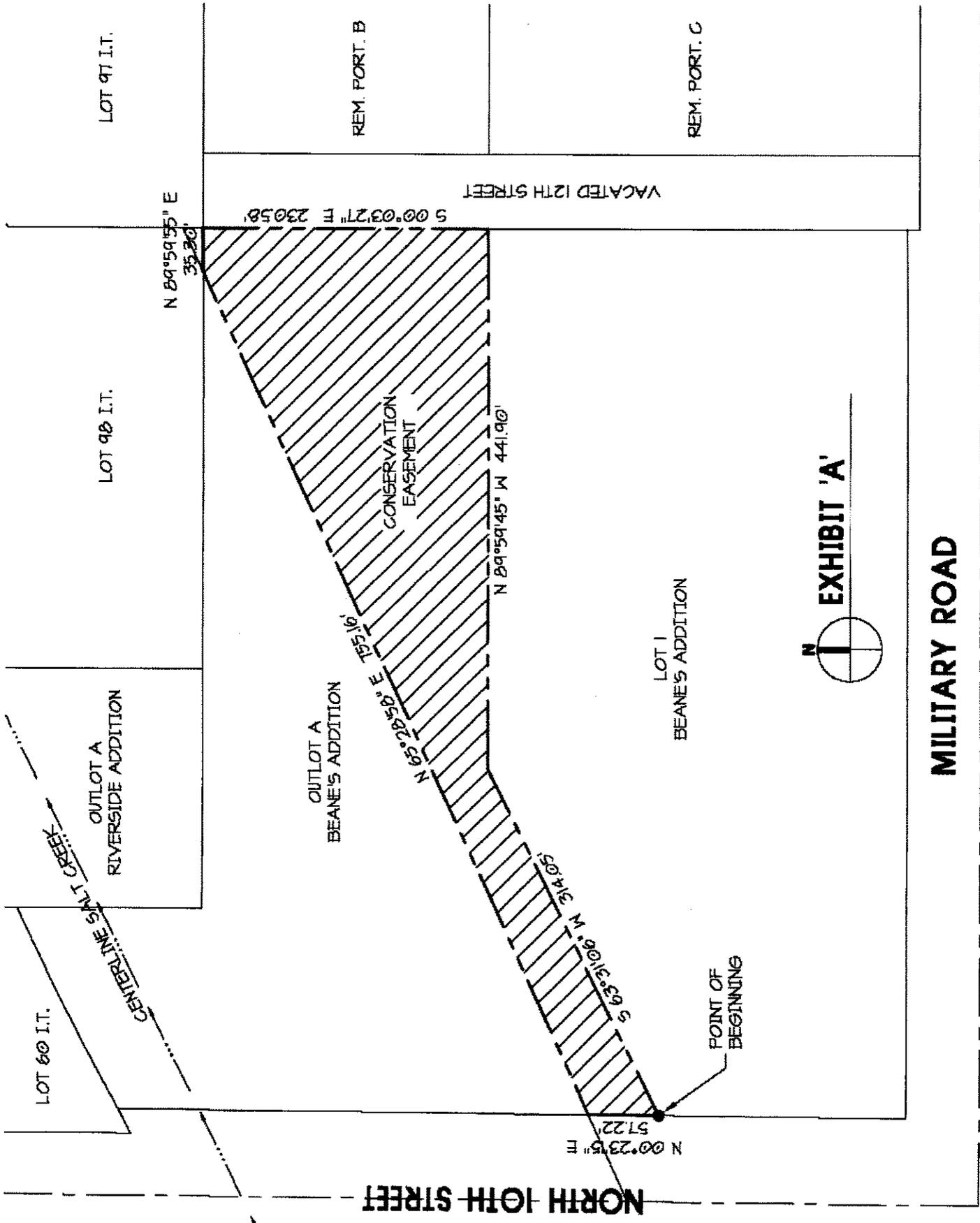
THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 35.30 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT A;

THENCE SOUTH 00 DEGREES 03 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 230.58 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT A;

THENCE NORTH 89 DEGREES 59 MINUTES 45 SECONDS WEST ON THE SOUTH LINE OF SAID OUTLOT A FOR A DISTANCE OF 441.90 FEET;

THENCE CONTINUING ON THE SOUTH LINE OF SAID OUTLOT A SOUTH 63 DEGREES 31 MINUTES 06 SECONDS FOR A DISTANCE OF 314.05 FEET TO THE POINT OF BEGINING.

PARCEL CONTAINS 1.803 ACRES MORE OR LESS.



LOT 60 I.T.

OUTLOT A
RIVERSIDE ADDITION

LOT 90 I.T.

LOT 91 I.T.

N 89°59'55" E
35.20'

5 00°03'27" E 230.58'

VACATED 12TH STREET

OUTLOT A
BEANE'S ADDITION

CONSERVATION
EASEMENT

N 65°28'58" E 175.16'

N 89°59'45" W 441.90'

S 63°31'08" W 314.05'

N 00°23'15" E
51.22'

LOT 1
BEANE'S ADDITION

POINT OF
BEGINNING



MILITARY ROAD

NORTH 10TH STREET

REM. PORT. B

REM. PORT. C

ACCESS EASEMENT

This Access Easement ("Easement") executed on this ____ day of _____, 2009 by and between Indian Center, Inc. as Grantee ("Indian Center") and the City of Lincoln, Nebraska as Grantor ("City"), provides the Indian Center with access to the real estate legally described as Lot 1, Beane's Addition, and a portion of Outlot A Beane's Addition, Lincoln, Lancaster County, Nebraska, and collectively referred to as the "Property".

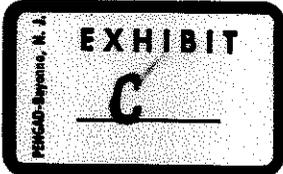
RECITALS

This Easement is being provided pursuant to the terms of a Land Development Agreement with Indian Center to resolve certain issues between the parties, which provides good and valuable consideration for this Easement.

The City is the legal owner of Outlot A, Beane's Addition and vacated 12th street right-of-way adjoining the Property.

1. Grant of Easement. The City conveys to the Indian Center, a non-exclusive right of access for motor vehicle ingress and egress, subject to the terms, conditions and requirements of any prior leases or easements of record granted to other parties, over and across the vacated 12th street right-of-way adjoining the Property without divesting the City of title and ownership of the rights to use and enjoy vacated 12th street for any purpose.

2. Easement Limitations and Relocation: The access shall not permit the Indian Center to make any further improvements upon the Easement area to facilitate further ingress or egress onto the Indian Center's adjacent property, without the City's prior written consent. The Indian Center understands and agrees that the Easement may be limited, altered, or relocated by



the City in the event that future development or roads shall be built upon the Easement area or the property adjacent to the Easement area, but that some reasonable means of access to the Property shall be provided.

3. Term of Easement. The term of the Easement shall be in perpetuity unless earlier limited, altered or relocated by the City as provided for above.

4. Agreement not to Interfere. The Indian Center agrees to utilize Easement area in the least obstructive manner possible. The Indian Center agrees not to interfere with the business operations of City, not to damage or tamper with any tangible or intangible property of City, nor undertake any action which would endanger human health or the environment. In the event such interference, damage, or tampering occurs, the Indian Center shall promptly notify City.

5. Compliance with the Law. The Indian Center agrees to conduct all activities conducted on the Property and the Easement area in compliance with applicable federal, state, and local laws, rules and regulations, including obtaining any necessary permits, approvals, or notifications.

6. Indemnification. To the fullest extent permitted by law, the Indian Center shall indemnify, defend and hold harmless City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Easement, that results in any claim from damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the act or omission of the Indian Center, its employees, agents, contractors or other duly authorized representatives or designees. This section will not require the Indian Center to indemnify or hold harmless City for any losses,

claims, damages, and expenses arising out of or resulting from the sole negligence of City, its officers, agents or employees. The City does not waive its governmental immunity by entering into this Easement and fully retains all immunities and defenses provided by law with regard to any activities authorized by this Easement. This section survives termination of this Easement.

7. Governing Law. This Easement will be governed and interpreted by the laws of the State of Nebraska.

8. Integration. This Easement represents the entire understanding between City and the Indian Center regarding access to the Property and all prior negotiations, understandings or representations are hereby expressly excluded from this Easement. This Easement may be amended or modified only in writing and signed by the authorized representatives of both City and the Indian Center. This Easement granted herein may not be assigned by the Indian Center without the prior written consent of the City.

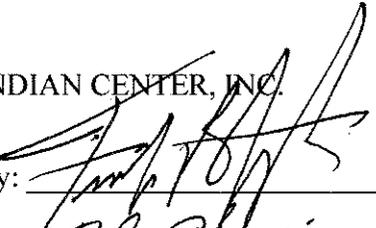
9. Severability. If any provision of this Easement is held to be invalid for any reason, the remaining provisions shall continue to be valid.

10. Date of Execution. This Easement is executed as of the date fully signed below.

11. Capacity. The undersigned representative for the Indian Center does hereby agree and represent that he or she is legally capable to sign this Easement and to lawfully bind the Indian Center, its employees, agents, contractors, or other duly authorized representatives or designees to this Easement. The undersigned representative for the City, does hereby agree and represent that he is legally capable to sign this Easement and to lawfully bind the City, its employees, agents, contractors, or other duly authorized representatives or designees to this Easement.

IN WITNESS WHEREOF, the City of Lincoln, Nebraska and Indian Center, Inc. do hereby execute this Easement.

INDIAN CENTER, INC.

By:  _____

Title: Bl. Chairman _____

Date of Execution: 9/30/09 _____

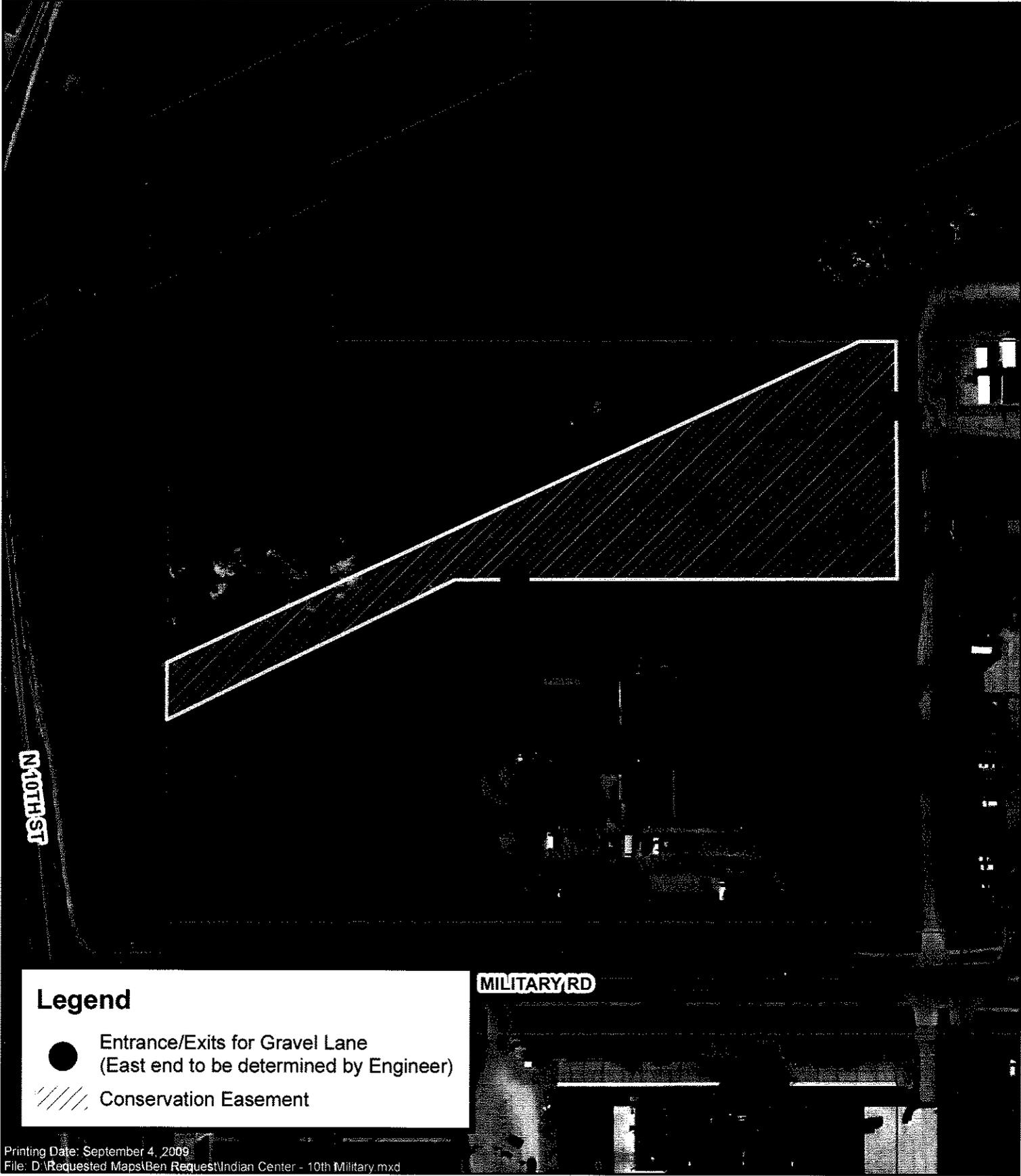
CITY OF LINCOLN, NEBRASKA

By:  _____

Title _____

Date of Execution: _____

Public Works & Utilities



Legend

- Entrance/Exits for Gravel Lane
(East end to be determined by Engineer)
- //// Conservation Easement

Printing Date: September 4, 2009
File: D:\Requested Maps\Ben Request\Indian Center - 10th Military.mxd



10th & Military Site

