



Lincoln Police Department
Thomas K. Casady, Chief of Police
575 South 10th Street
Lincoln, Nebraska 68508

402-441-7204
fax: 402-441-8492



MAYOR CHRIS BEUTLER

lincoln.ne.gov

August 4, 2010

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

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of Bricktop, 1427 'O' Street requesting an addition to their current liquor license C-86331.

They have requested that a garage which is adjacent to the current liquor license be added, an converted to a beer garden. This garage is located south of the current liquor license.

The beer garden will measure approximately 20 x 16 foot.

For Council's information, the owners of the business will remain the same, and background information on the owners is on file.

The required training has been completed.

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



A nationally accredited law enforcement agency





July 29, 2010

Dave Heineman
Governor

9-13-10
STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

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)

web address: <http://www.lcc.ne.gov/>

LINCOLN CITY CLERK
555 SOUTH 10TH STREET
LINCOLN NE 68508-3993

Dear Clerk

The above licensee has requested a/an **ADDITION**:

FILED

LICENSE #: **C - 86331**

AUG 3 2010

LICENSEE NAME: **Strong Island Enterprises Inc**

CITY CLERK'S OFFICE
LINCOLN, NEBRASKA

TRADE NAME: **Bricktop**

ADDRESS: **1427 O St**

Lincoln NE 68508 - Lancaster County

CONTACT PHONE: **402-682-3720 ext # 220 - David R Marlborough**

DESCRIPTION
READS: **Main floor approx 25' x 250' w/ a basement approx 25' x 60'
and garage storage area approx 25' x 20'**

ADDING: **Beer garden to the south approx 20' x 16'**

NEW LICENSE
WILL READ: **Main floor approx 25' x 250' w/ a basement approx 25' x 60'
and garage storage area approx 25' x 20' including a Beer
garden to the south approx 20' x 16'**

Please present this request to your CITY/ VILLAGE / COUNTY BOARD and send us a copy of their recommendation.

If recommendation of denial or no recommendation is made, the Commission has no alternative but to cease processing this request.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Kristina Radicia
Licensing Division

Cc: file

Janice M. Wiebusch
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use

Application:

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- Must include a copy of the lease or deed showing ownership of area to be added
 - This is still required even if it's the same as on file with our office
- Must include simple sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), direction north. No blue prints.
- May include a letter of explanation

LIQUOR LICENSE # C-86331
LICENSEE NAME Strang Island Enterprises, Inc.
TRADE NAME Bricktop
PREMISE ADDRESS 1427 O Street
CITY Lincoln 68508
CONTACT PERSON David R. Marlborough
PHONE NUMBER OF CONTACT PERSON 402-682-3720 ext. 220

Complete the following questions:

- 1) Are you adding on to your building? Yes No
- Include a sketch of the area to be added showing:
 - existing building
 - outside dimensions (in feet)
 - direction north

- 2) Are you adding an outdoor area? Yes No

If an outdoor area (check one of the following)

- 012.07 "Beer garden" shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises. (examples may include, but are not restricted to sand volleyball, horseshoe pits...)

CK 1534
45-1CR

1
received
[Signature]

012.08 "Sidewalk cafe" shall mean an outdoor area included in licensed premises, which is used by a restaurant or hotel with a restaurant license, for the service of meals as well as alcoholic liquors, and which is contained by a permanent fence, wall, railing, rope or chain, defining the licensed area, provided that one open entrance not to exceed eight (8) feet shall be allowed.

What type of permanent fencing will you be using? We have installed an 8ft tall cedar fence for privacy and decor when roll top garage door is raised.

- Include a sketch of the area to be added showing:
 - existing building
 - outside dimensions (in feet)
 - direction north

David R. MacBorough
Print Name of Signature

David R. MacBorough
Signature of Licensee or Officer

State of Nebraska

County of Lancaster

The forgoing instrument was acknowledge before me this July 28th 2010
Date

Kristina Radicia
Notary Public Signature

Affix Seal Here



RECEIPT

DATE 7.28.10 No. 166439

FROM Bricktop

FOR Addition - # 816331

CASH
 CHECK # 1536
 MONEY#
 ORDER

\$ 15.00

Received by Kristina Radicia

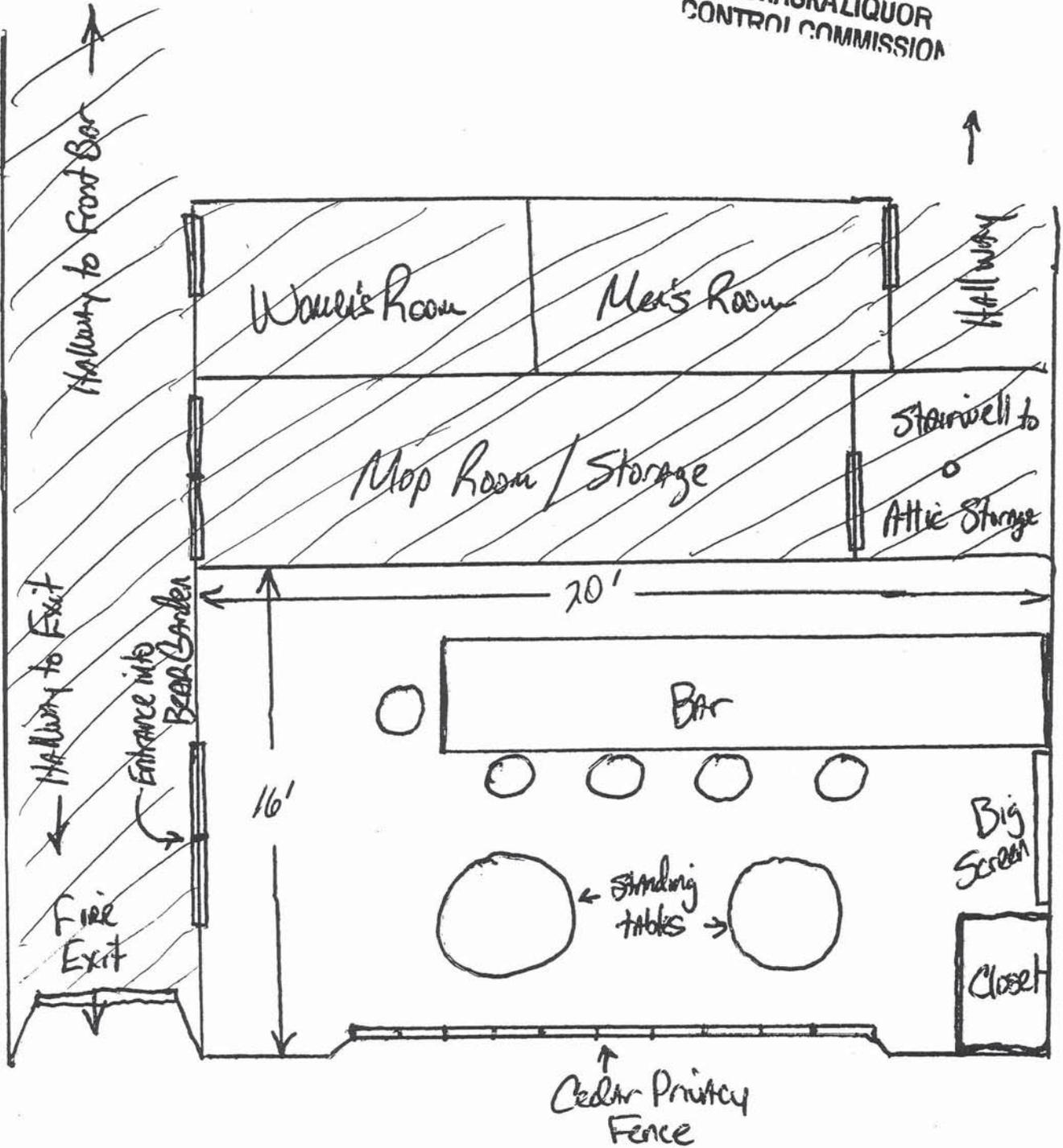
Beer Garden Conversion

RECEIVED

N
W + E
S

JUN 24 2010

NEBRASKALIQUOR
CONTROL COMMISSION



Alley

Note: No additional structures were built except bar and tables, garage already existed!

BRICKTOP

1427 O STREET : LINCOLN, NE 68508

www.thebricktop.com

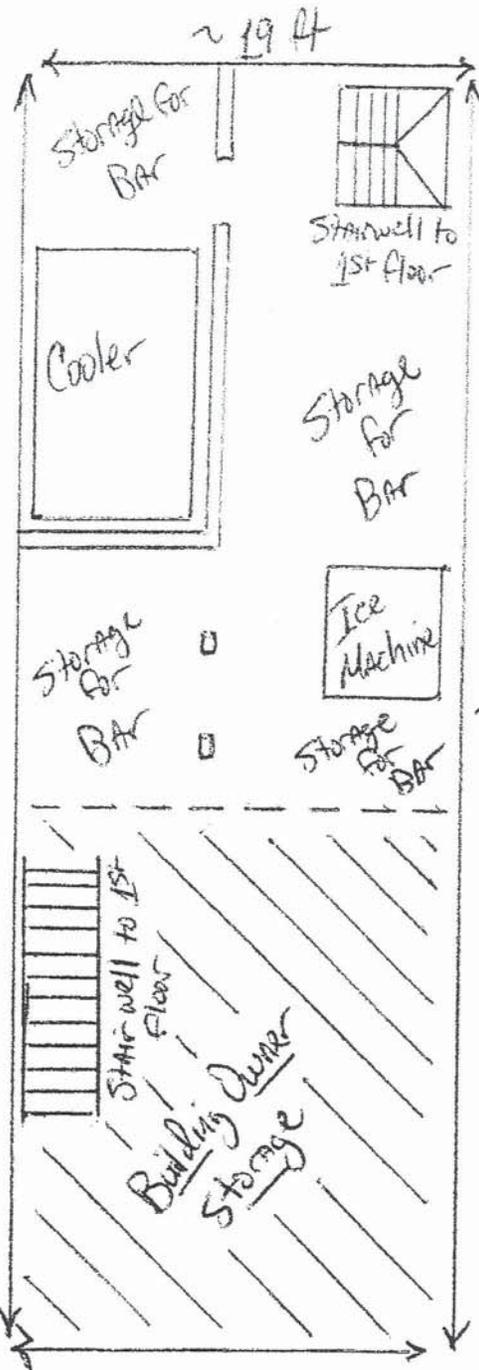
RECEIVED

JUN 24 2010

TEL: 402.682.3720

FAX: 402.682.3715

Basement Floor

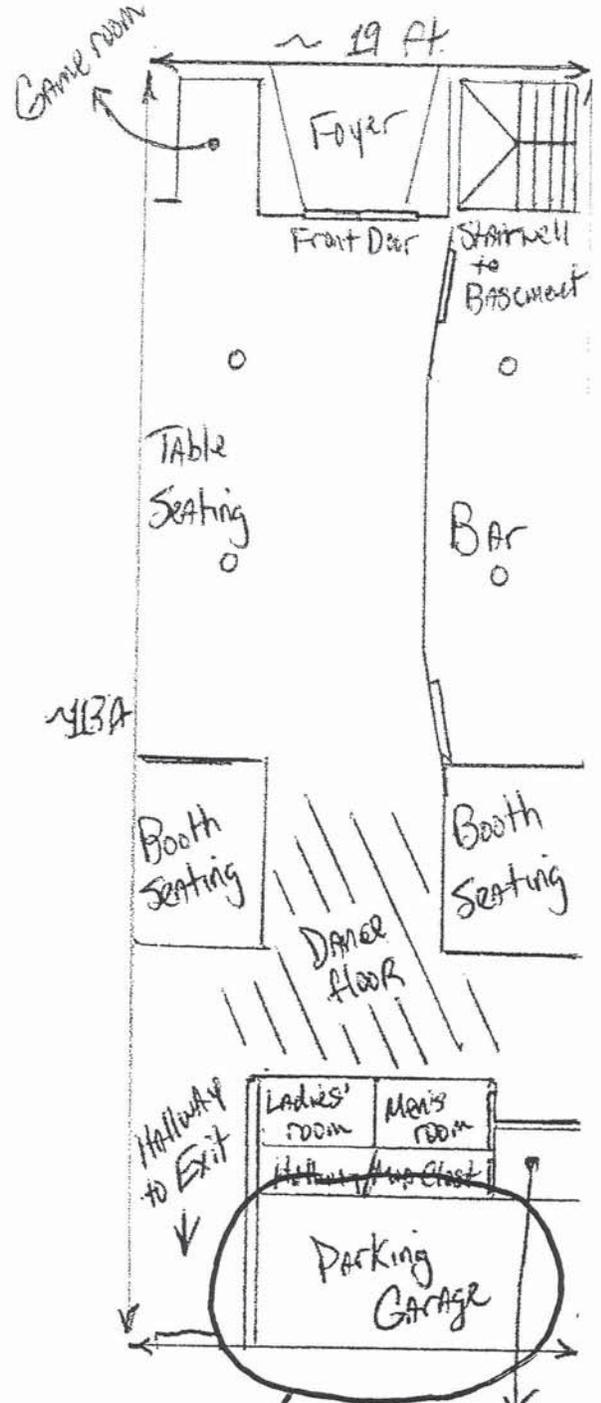


N
W + E
5
"O Street"

NEBRASKA LIQUOR
CONTROL COMMISSION

First Floor (The Bar)

The
Bricktop
Bar
+
Basement



"The Alley"

See next page
Re: Garage
Conversion

Stairwell
to Attic
Storage
Coff limit

BUSINESS PROPERTY LEASE TO 1427 O STREET,
LINCOLN, NEBRASKA

This lease is entered into on the last date below written above signature lines in Lincoln, Lancaster County, Nebraska by and between Ross & Meares, III, a Nebraska Co-Partnership ("Landlord") and David R. Marborough, an individual, and ~~Strong Island, Inc.~~, a Nebraska Corporation, (collectively referred to as "Tenant"). → *Strong Island Enterprises, Inc*

1. Premises. Landlord leases to Tenant the property at 1427 O Street, Lincoln, Nebraska except the south one half of the basement area which is reserved to the exclusive use of Landlord. 

2. Term. This lease shall extend for a term of five (5) years beginning on the first day of August, 2009 and ending on the last day of July, 2014.

3. Use of Premises by Tenant. The premises are leased to Tenant and are to be used by Tenant for the purpose of retail liquor and allied sales only. Tenant agrees to keep the premises in a clean and sanitary condition, to keep the premises in a safe condition and to use all reasonable precautions to prevent waste, damage or injury to the premises.

4. Base Rent. The total base rent due to Landlord under this lease is One hundred ninety seven thousand five hundred thirty eight dollars (\$197,538) payable to Landlord at 33 Grand Street, Brooklyn, NY 11211, or at any other place or address directed by Landlord in writing, in advance on or before the first of each month, time being of the essence and in lawful money of the United States of America, in monthly installments as follows:

a. From August 1st 2009 to July 31, 2010 - \$3,100.00 per month;



b. From August 1st 2010 to July 31, 2011 - \$3,193.00 per month;
c. From August 1st 2011 to July 31, 2012 - \$3,289.00 per month;
d. From August 1st 2012 to July 31, 2013 - \$3,388.00 per month;
e. From August 1st 2013 to July 31, 2014 - \$3,490.00 per month.
On signing of this lease a *pro rata per diem* payment to Landlord shall be made by tenant in the amount of \$100 for each day or partial day extending from the date of the lease signing by Tenant to and including the 31st day of July, 2009 (e.g., execution on the 11th of July shall produce a payment due to Landlord with return of the signed lease in the amount of \$2,000.00).

5. Late Charge. If Tenant fails to pay the base rent together with all other amounts required to be paid by Tenant under this lease on or before the third day of the month, Tenant agrees to pay Landlord a late charge of 10% of the amount due. Failure to include the late charge in the payment due for that month with the monthly base rent as above described will require Tenant, it agrees, to pay an additional ten per cent per day until the arrearage has been satisfied.

6. Landlord Responsibility. Landlord represents that it is the owner of the said property and has authority and ability to lease the same. Landlord further represents that it is in good standing and will provide, upon request, a copy of its partnership filing with the Secretary of State. Landlord shall have no responsibility whatever for the payment of any fee, expense, repair, restoration or improvement upon the premises demised because this is a net-net-net lease as below described in the "Net-Net-Net" paragraph.

7. Assignment. Landlord shall have the right to assign its interest under this lease or the rent reserved thereunder. Tenants rights are set forth in subparagraph C. of the "Miscellaneous" paragraph below.

8. Tenant's Improvements. Tenant shall have the right to place partitions and fixtures and make improvements or alter the interior of the premises at its own expense provided no alterations shall be made to structural members, especially the upright metal load-bearing poles in the interior and their supporting members. Prior to any work, Tenant shall present to Landlord a drawing of the



proposed work and obtain the permission of the Landlord, which permission shall not be unreasonably refused. All such improvements, additions or alterations installed shall be completed in strict accordance with applicable building and zoning codes and ordinances and shall become a part of the premises and the property of the Landlord at the termination of this lease.

9. Personal Property of Tenant. All personal property of Tenant shall be at the risk of the Tenant and Landlord shall not be liable for any damage to any property of Tenant from any cause whatsoever including but not limited to any damage caused by steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the premises from any part of the real estate or from any other place or for any damage done to Tenant's property in moving same because of the provisions of the "Net-Net-Net" paragraph below.

10. Landlord's Reserved Rights. Without notice to Tenant, Landlord shall have the right to (a) install and maintain "for rent" signs on the premises during the sixty days prior to termination of this lease; (b) show the premises to prospective tenants during the period in (a) above; and (c). at reasonable times and with prior notice to inspect the premises to ensure compliance by Tenant with its obligations under this lease.

11. Indemnity. Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either the failure by Tenant to perform any of the agreements, terms, or conditions of this lease, OR a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority OR any accident, death, or personal injury, or damage to, or loss or the of property which shall occur on the premises.



12. **Liability Insurance.** Tenant agrees to procure policies of insurance in a company or companies licensed in Nebraska and with an AA rating or better insuring Landlord and Tenant from all claims, demands or actions; such insurance shall protect the Landlord as an additional insured and shall provide coverage of at least one million dollars for injuries to one person, two million dollars for injuries to persons in any one accident and five hundred thousand dollars for damage to property made by or on behalf of any person, firm or entity arising from or connected with the conduct and operation of Tenant's business, or connected with the use and occupancy of the sidewalks or exterior areas of the premises. Such insurance shall provide that Landlord shall be given a t least ten days notice by the insurance company prior to cancellation, termination or change of such coverage. Tenant shall provide Landlord with certificates of insurance showing the coverage is in full force and effect within ten days of execution of this lease and at least annually on the anniversary date thereafter during the term and any extension.

13. **Damage by Fire.** If the premises shall be so damaged by fire or other cause, except Tenant's negligent or intentional act, so as to render the premises untenable, the rent shall be abated while the premises remain untenable and in event of such damage, if Landlord shall elect to repair the premises, such work shall proceed after adjustment is completed with the insurance carrier. If the Landlord elects not to repair, the lease shall be cancelled as of the date of damage but such damage and subsequent repair shall not extend the lease term.

14. **Default of Tenant.** Each of the following events is a material breach of this lease by the Tenant:
a. If Tenant fails to pay Landlord any rent when due; b. If Tenant vacates or abandons the premises; c. If Tenant files a petition in bankruptcy; d. If involuntary proceedings in bankruptcy are filed against Tenant; e. If Tenant fails to perform or comply with any other term or condition of this lease. In the event of default in payment of rent for two consecutive months, Landlord may declare the lease terminated for the material breach and in such event the remaining rental payments due under the lease shall be accelerated and paid by

JA.
JA.

year, and be due in the amounts as follow:

- 1st Option year (sixth year) rental per month: \$3,595.00;
- 2nd Option year (seventh year) rental per month: \$3,703.00;
- 3rd Option year (eighth year) rental per month: \$3,814.00
- 4th Option year (ninth year) rental per month: \$3,928.00; and
- 5th Option year (tenth year) rental per month: \$4,046.00.

The option shall be invalid unless Tenant sends written notice of exercise of option by certified mail to Landlord for receipt by Landlord prior to January 1, 2014 on which date the option shall otherwise expire as not having been exercised. Additionally, in support of the provisions of the preceding paragraph, should Tenant during the original term of this lease be tardy or delinquent in payment of rent for two consecutive months, this option may not be exercised, will not be recognized by Landlord, will lapse and be inoperative.

24. Inception Date of this Lease. The inception date of this lease is the day it is executed in Lincoln, Nebraska by Tenant.

25. As-Is Acknowledgement. In addition to the provisions contained in the above paragraph 9., Tenant agrees that Tenant is purchasing personal property and business assets from a former tenant of the same building which Tenant has had net-net-net lease payment responsibilities. Tenant has inspected the premises with its own inspectors, engineers and experts and accepts the premises in its present condition. Latent and patent damage or weakness, if any, is accepted and will be corrected by Tenant as required by this lease. Landlord has not had possession of the premises for many years and makes no representation or warranty as to the suitability, profitability, excellence or condition of the premises.

26. Good Standing. Tenant, other than the individual above named, shall provide Landlord with a certificate of good standing from the Secretary of State of Nebraska dated no more than thirty days prior to the execution date of this lease. Tenant shall also provide a resolution signed by the directors and officers of the Tenant



authorizing a specific signatory to bind the entity to the faithful performance of the lease.

27. Miscellaneous.

A. Notices. Notices under this lease if such notice to the Tenant is in writing addressed to Tenant at 1427 O Street, Lincoln, NE 68508 and sent by certified mail with postage prepaid. Written notice to Landlord shall be addressed to Landlord and sent, certified mail, postage prepaid, to 33 Grand Street, Brooklyn, NY 11211.

B. Tenant Financial Statements. This lease is subject to approval by Landlord of a financial statement signed by each Tenant entity or individual. Each such entity when producing the financial statement shall also authorize Landlord in writing to conduct a credit check, including in such authorization dates of birth and social security numbers as well as federal identification numbers.

C. Assignment by Tenant. This lease is extended personally to Tenant. Tenant agrees that it will not assign or in any manner transfer this lease or any part without the previous written consent of the Landlord. Nor shall Tenant assign this lease to a corporation. Acceptance of rent due under this lease shall not be construed to be an acceptance of any such changed tenancy nor as a consent or waiver of consent of any of the Landlord's rights under this section. Any ownership change in any percent to any other entity shall be a material breach of this lease unless written notice of such intended change of ownership is communicated to Landlord in writing sent by certified mail, postage prepaid, and approval of the landlord is obtained after the intended additional or substituted owner or partial owner submits authorization for a credit check to Landlord and provides Landlord with a financial statement not more than 30 days old.

D. Whole Agreement. Tenant and Landlord agree and represent that this lease as written represents the entire agreement between the parties. There are no other agreements, understandings or expectations, written or verbal, between the parties hereto other than herein contained.

E. Tenant Improvements. Tenant shall not permit any mechanic's, laborer's, material man's or construction lien to stand against the demised premises for any labor or material furnished to



Tenant in connection with work of any character performed or claimed to have been performed on said premises by or at the direction of Tenant. Tenant shall promptly pay all contractors and material men, so as to minimize the possibility of a lien attaching to the demised premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten days after written request by Landlord.

F. Fixtures and Trade Fixtures. At expiration of this lease, all leasehold improvements and fixtures attached to the walls, floors, or ceiling, whether installed by the Tenant or Landlord, shall at the option of the Landlord be considered a part of the building and remain in the demised premises as a part of the realty. Tenant shall surrender the premises in good condition, reasonable wear and tear excepted. Tenant agrees to remove all of its signs of identification at expiration of this lease and to restore the surface to which they attached. Tenant must remove its portable trade fixtures on or before the last day before termination of this lease.

G. Eminent Domain. All damages awarded or paid on account of any condemnation or taking under the power of eminent domain of the premises shall belong to and be the sole property of Landlord whether such damages or other sums are awarded as compensation for loss or diminution in value of the leasehold, or for the fee of the demised premises, or otherwise; and in no event shall Tenant have any claim whatsoever against Landlord or the condemning authority for loss or diminution value of the leasehold or for the value of any unexpired term of this lease, Tenant hereby expressly waiving any such right or claim; provided, Tenant shall be entitled to any awards for removing Tenant's merchandise, fixtures, equipment or furnishings and for any loss or damage to the same.

H. Binding on Successors. All terms, conditions and agreements of this lease shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. The individual signatory to this lease is jointly and severably liable to Landlord for the faithful performance of all obligations under this lease.

I. Amendments. No amendment to this lease is valid or enforceable unless a signed subsequent agreement is entered into by all parties.

A handwritten signature in black ink, appearing to be the initials 'MA' followed by a long horizontal stroke.

J. No Waiver. The failure of Landlord to insist upon strict performance of any of the terms or obligations of this lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions and agreements.

K. Brokers. Tenant warrants that no real estate broker has or will represent it in this transaction and that no finder's fees have been earned and that Landlord has no obligation to any third party.

L. Prior Lease. This lease is contingent upon the former tenant of the premises having satisfied all its or his obligations under his lease to Landlord and has agreed to terminate his lease rights in favor of Tenant in writing.

M. Law. This lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

N. Complete Lease. This fully executed lease, the corporation certificate of good standing, the resolution authorizing the lease and the prorated rent for July due to Landlord comprise the "Lease."

ROSS AND MEARES III, a Nebraska Partnership

Kimbe Meares

Partner Kimbe Meares

Dated this ___ day of July, 2009

Demetrios Meares

Partner Demetrios Meares

~~Strong Island, Inc.~~ a Nebraska Corporation

→ Strong Island Enterprises, Inc. DA

By: President or Authorized Officer

Dated this 15 day of July, 2009

David R. Marlborough

David R. Marlborough, Individually

Dated this 15 day of July, 2009

DOB of David R. Marlborough 5/26/1975 SSN of David R.

Marlborough 229-68-9769

FID of ~~Strong Island, Inc.~~ a Nebraska Corporation 27-0544259

→ Strong Island Enterprises, Inc. DA

DA

CORPORATE RESOLUTION

At a specially convened meeting of the board of directors, stockholders and officers of Strong Island, Inc., a Nebraska Corporation, a quorum being present and the resolution having been brought to a unanimous vote, it was:

"RESOLVED: That it is in the best interest of the corporation that it execute a lease regarding 1427 O Street, Lincoln, Nebraska, in the form presented by Ross & Meares III, a Nebraska partnership as Landlord; and

BE IT FURTHER RESOLVED: That David R Marlborough, president of the corporation is authorized as signatory on the said lease to bind the corporation in all respects."

Dated this 15 day of July, 2009

Michael D. Johnson
Secretary of the Corporation

(Corporate Seal)