12-134

MOTION TO AMEND NO. 1

I hereby move to amend Bill No. 12-134 by accepting the substitute Land Exchange Agreement (Eighth & T) attached hereto.

Introduced by:

_____

Approved as to Form & Legality:

_____
City Attorney

REQUESTED BY: Eighth & T, LLC

REASON FOR REQUEST: To add certain requirements regarding the City's use of utility easements being reserved over City Parcel Four, being conveyed to Eighth & T, in order to assure Eighth & T that the City will not unnecessarily disrupt Eighth & T's parking operations during maintenance and repair of the utilities.

LAND EXCHANGE AGREEMENT
(Eighth & T)

This Land Exchange Agreement is made and entered into as of this ___ day of _____, 2012 ("Effective Date") by and between the City of Lincoln, Nebraska, a municipal corporation ("City"), and Eighth & T, L.L.C., a Nebraska limited liability company ("Eighth & T").

RECITALS

A. Eighth & T Property. Eighth & T presently owns that portion of Block 8, Original Lincoln legally described as the south part of Lots 1 & 2, Lot 3, Lots 4-7 except the northwest parts, and all of Lots 8-10; and Lots 1-7, C.J. Hulls Sub.; and the N90'E346' of adjacent vacated T Street; and all vacated north-south and east-west alleys ("Eighth & T Property"). The Eighth & T Property is currently used for a commercial parking lot ("Parking Lot").

B. City Property. The City presently owns a tract of land composed of a portion of the vacated 7th Street right-of-way as vacated by Ordinance No. 17702, located in the Southwest Quarter of Section 23, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska ("City Parcel Three") as legally described and shown on Exhibit "C" which is attached hereto and incorporated herein by this reference. Eighth & T has encroached upon and is using City Parcel Three as part of its Parking Lot.

C. West Haymarket Arena Project. The City of Lincoln voters have approved the implementation of the West Haymarket Redevelopment Project, including the 10th & Salt Creek Improvement Project, as generally shown on Exhibit "D" which is attached hereto and incorporated herein by this reference. In order to construct the 10th Street & Salt Creek Street Improvement Project, the City needs to utilize two portions of the Eighth & T Property ("Eighth & T Parcels"). The Eighth & T Parcels are more particularly described on Exhibit "E" attached hereto and incorporated herein by this reference.

D. Land Exchange. In order to allow Eighth & T to continue operating its Parking Lot on City Parcel Three, Eighth & T offered to convey a larger portion of the Eighth & T Property (Enlarged Eighth & T Parcels) as more particularly described on Exhibit F attached hereto and incorporated herein by reference in exchange for City Parcel Three and an additional City Parcel designated as City Parcel Four. City Parcel Four is a vacated portion of vacated U Street as vacated by Ordinance No. 15591 and is legally described and shown on Exhibit G which is attached hereto and incorporated herein by this reference. The City is willing to accept Eighth & T's counteroffer. The Enlarged Eighth & T Parcels and City Parcel Three and City Parcel Four are sometimes referred to individually as the "Exchange Property" and when more than one as the "Exchange Properties."

JOR DC CM

NOW, THEREFORE, in consideration of the above Recitals which are made a part of this Land Exchange Agreement and the mutual promises and covenants contained herein, the parties agree as follows:

1. DEFINITIONS. A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee."

2. THE EXCHANGE TERMS.

A. Exchange Value. There shall be no cash consideration paid for the conveyance of the Exchange Properties contemplated by this Agreement, it being the agreement of the parties hereto that upon conclusion of all conveyances, including the reservation of a conservation easement over City Parcel Three and a blanket utility and bridge maintenance easement over City Parcel Four, Eighth & T and the City shall receive property of a value proportionate to the property of each as conveyed to the other.

B. City Conveyance. At Closing, City will convey City Parcel Three and City Parcel Four to Eighth & T, LLC, subject to the City excepting and reserving a conservation easement over City Parcel Three and a blanket utility and bridge maintenance easement over City Parcel Four. The terms to be included in the reserved conservation easement are attached hereto as Exhibit H and incorporated herein by this reference. Terms to be included in the utilities easement are attached hereto as Addendum to Utilities Easement.

C. Eighth & T Conveyance. At Closing, Eighth & T will convey the Enlarged Eighth & T Parcels to the City.

D. Deliveries at Closing by the Grantor. At each Closing, the Grantor shall deliver to Grantee, and the Grantee shall accept from the Grantor, the following:

(i) A Quitclaim Deed conveying to Grantee fee simple title to the Exchange Property, subject to: (1) covenants, conditions and restrictions of record, except for existing mortgages and deeds of trust against the Exchange Property which shall be released prior to Closing; (2) taxes not yet due and payable; (3) public utility easements of record; and (4) easements to be granted and/or reserved under this Agreement, specifically including the City's reservation of a conservation easement over City Parcel Three and a blanket utility easement over City Parcel Four.

E. Temporary Sidewalk. Eighth & T agrees that the temporary sidewalk constructed by Mortenson Construction Company ("Mortenson") for Pinnacle Bank Arena construction use on City Parcel Four may continue to be used free of charge provided that Mortenson removes said sidewalk and regrades the sidewalk area in conjunction with the sidewalk removal at no cost to Eighth & T by April 1, 2013.

JPB DC

3. TRANSFERS OF INTEREST IN EXCHANGE PROPERTY PRIOR TO CLOSING. After the date of this Agreement, but prior to Closing, Grantor shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor's Exchange Property without written consent from Grantee, which may be withheld for any reason.

4. TAXES. Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor. Real estate taxes on the Exchange Property after the date of Closing shall be paid by Grantee. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

5. TERM OF AGREEMENT. This Land Exchange Agreement shall automatically expire and terminate if closing has not occurred as provided in paragraph 6 below.

6. CLOSING. The parties agree to use good faith efforts to close on or before October 23, 2012, but not later than November 15, 2012.

7. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with Grantor until the time of delivery of possession.

8. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to all other parties that it shall indemnify and hold harmless such parties for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

9. CONDITION OF EXCHANGE PROPERTY. Grantor acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor's agents. Grantee acknowledges Grantor is conveying the Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement.

10. DEFAULT. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

11. SEVERABILITY. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

JPB DC
(10-3-12)

12. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Each undersigned party agrees to use its best efforts in cooperation to carry out the intent of this Agreement.

13. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

14. CONSTRUCTION. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by their respective legal counsel and that no inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

15. NON-MERGER. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

17. REPRESENTATION AND WARRANTY OF GRANTOR PARTY REGARDING ENVIRONMENTAL HAZARDS. To the best of Grantor's knowledge, the Grantor has not generated, treated, used, or stored, disposed of or deposited in or otherwise caused the release of any hazardous substances or conditions in or on any portion of the Grantor's Exchange Property. The Grantor's Exchange Property is exchanged "as-is" and the Grantor makes no representations as to the fitness, condition, or suitability of the Grantor's Exchange Property for any purposes whatsoever.

18. NOTICE AND DEMANDS. All notices herein provided for shall be in writing and shall be given by personal delivery or by U.S. Mail and shall take effect from the time of personal delivery or the mailing thereof, as the case may be.

19 EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

20. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

JDS (10-3-12) DC CM

21. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

22. INTEGRATION, AMENDMENTS, ASSIGNMENT, SEVERABILITY, NEBRASKA LAW. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other parties, which consent shall not unreasonably be withheld. Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

23. CAPACITY. The undersigned person representing the undersigned party does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the undersigned party to this Agreement.

24. EXHIBITS. The following Exhibits are attached to this Agreement:

Exhibit A - Intentionally Omitted
Exhibit B - Intentionally Omitted
Exhibit C - Legal Description and Depiction of City Parcel Three
Exhibit D - Depiction of West Haymarket Redevelopment Area
Exhibit E - Legal Description and Depiction of Eight & T Parcels
Exhibit F - Legal Description and Depiction of Enlarged Eighth & T Parcels
Exhibit G - Legal Description and Depiction of City Parcel Four
Exhibit H - Deed Reservation

IN WITNESS WHEREOF, City and Eighth & T do hereby execute this Agreement.

City of Lincoln, Nebraska
a municipal corporation

By: _____
Chris Beutler, Mayor of Lincoln

Date of Execution:_____

JRB (10-3-12) DC CM

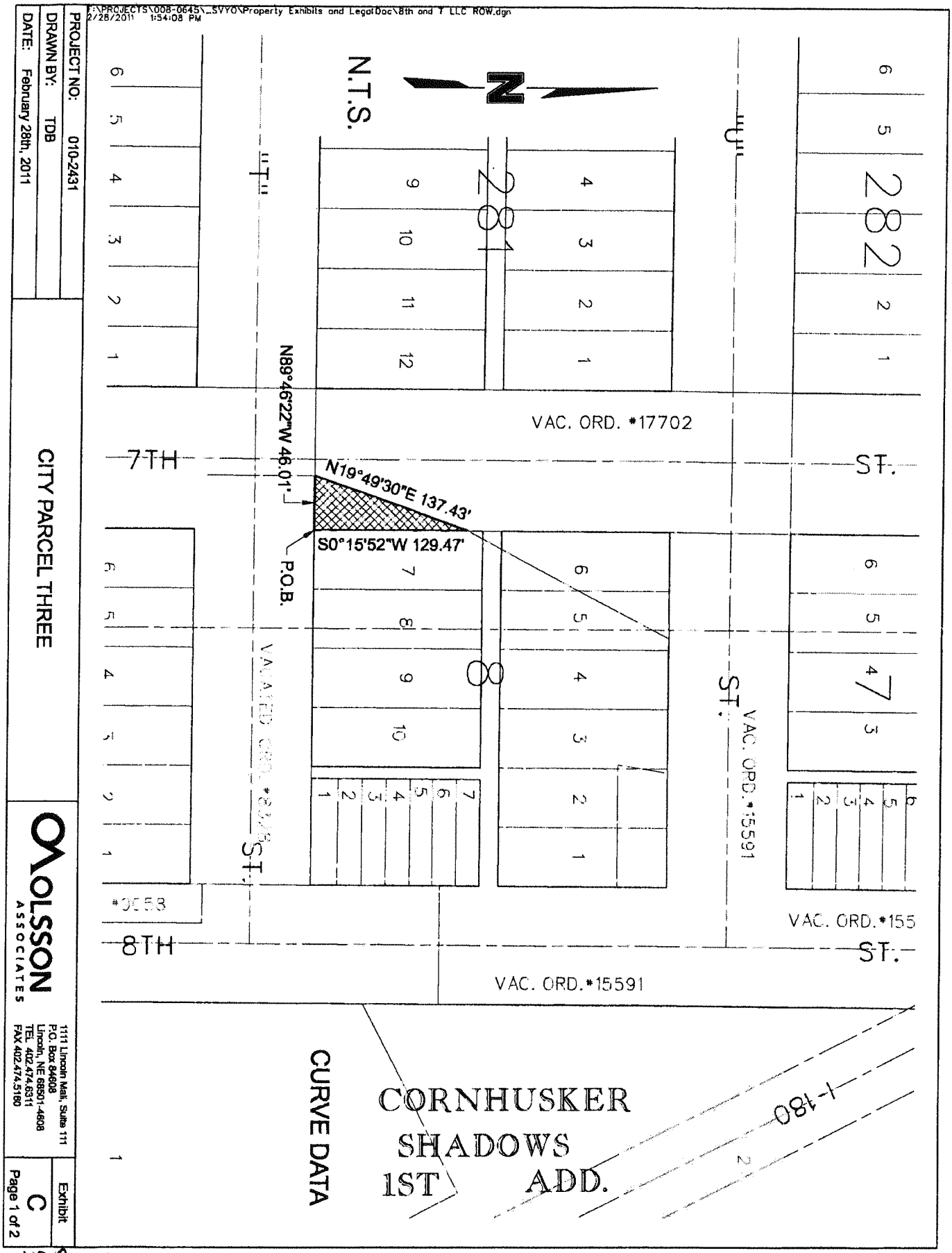
Eighth & T, L.L.C.
a Nebraska limited liability company

By: _____
Donald E. Clark, Member

By: _____
C. Makinster, Member

By: _____
Jerry D. Barnett, Member

Date of Execution:_____



F:\PROJECTS\008-0645_SVYO\Property Exhibits and Legal Doc\8th and T LLC ROW.dgn
2/28/2011 1:54:08 PM

PROJECT NO: 010-2431
DRAWN BY: TDB
DATE: February 28th, 2011

CITY PARCEL THREE

OLSSON ASSOCIATES
1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608
TEL 402.474.6311
FAX 402.474.5160

Exhibit C
Page 1 of 2

EXHIBIT C

CITY PARCEL THREE

RIGHT-OF-WAY
A PART OF VACATED 7TH STREET RIGHT-OF-WAY

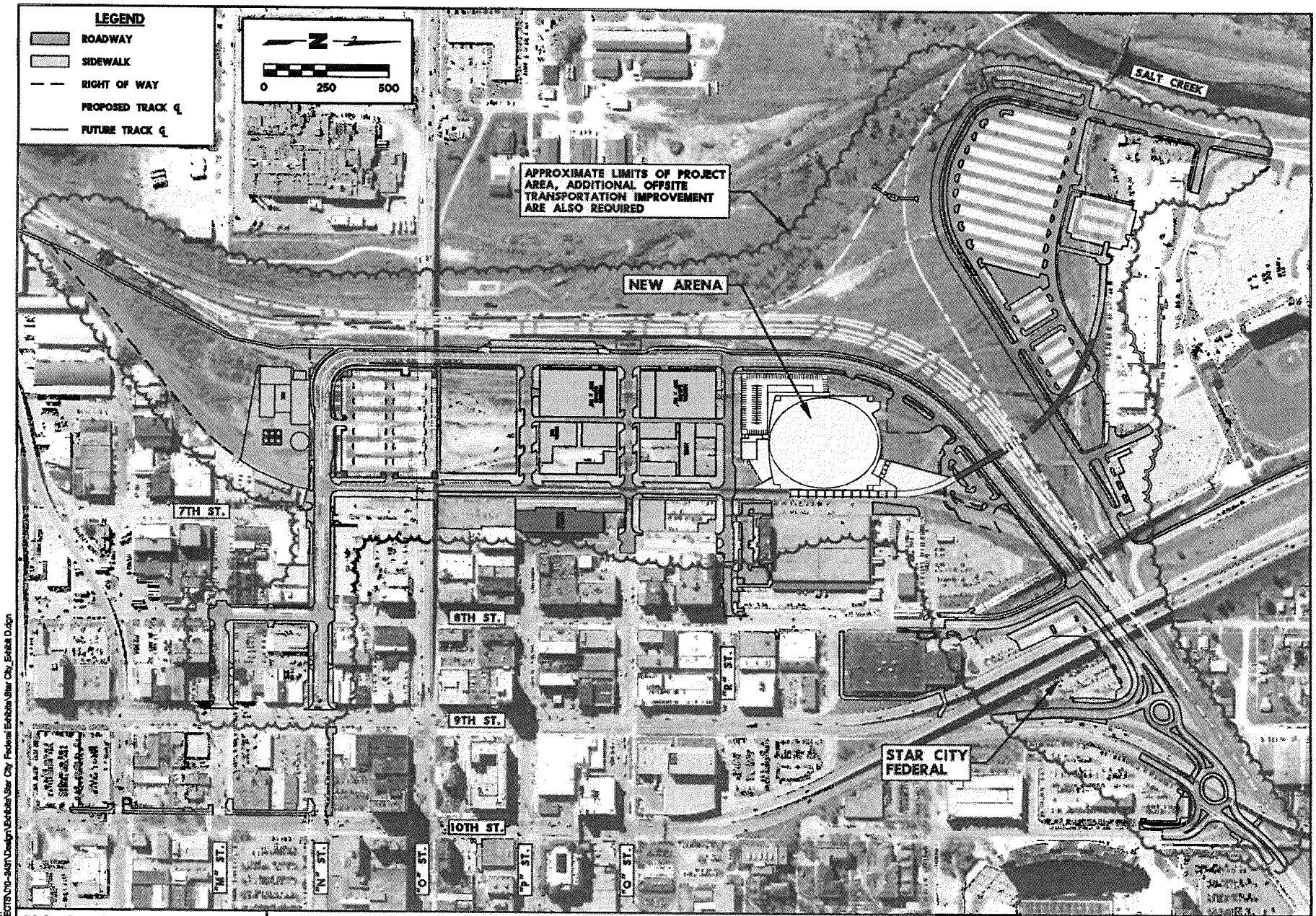
A TRACT OF LAND COMPOSED OF A PORTION OF THE VACATED 7TH STREET RIGHT-OF-WAY (ORD # 17702), LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 8, ORIGINAL TOWN OF LINCOLN, SAID POINT ALSO BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF VACATED 7TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF VACATED "T" STREET; THENCE WESTERLY ON AN ASSUMED BEARING OF NORTH 89 DEGREES 46 MINUTES 22 SECONDS WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID "T" STREET, A DISTANCE OF 46.01 FEET TO A POINT; THENCE NORTH 19 DEGREES 49 MINUTES 30 SECONDS EAST, A DISTANCE OF 137.43 FEET TO A POINT ON THE WEST LINE OF SAID LOT 7, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF VACATED 7TH STREET; THENCE SOUTH 0 DEGREES 15 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 7, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF VACATED 7TH STREET, A DISTANCE OF 129.47 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 2979 SQUARE FEET, (0.07 ACRES) MORE OR LESS.

F:\Projects\010-2431\Design\Sheets_10th_RA\ROW\Legals\B&T LLC\ROW 2B TRANS 2 8_T_LLC_LEGAL.doc

JDB DC
CM

EXHIBIT D



DATE: 2/28/2011
DSN: P:\PROJECTS\010-2431\Design\Exhibits\Star City Federal Exhibits\Star City_Exhibit D.dgn

PROJECT NO:	010-2431
DRAWN BY:	JJW
DATE:	2/28/2011

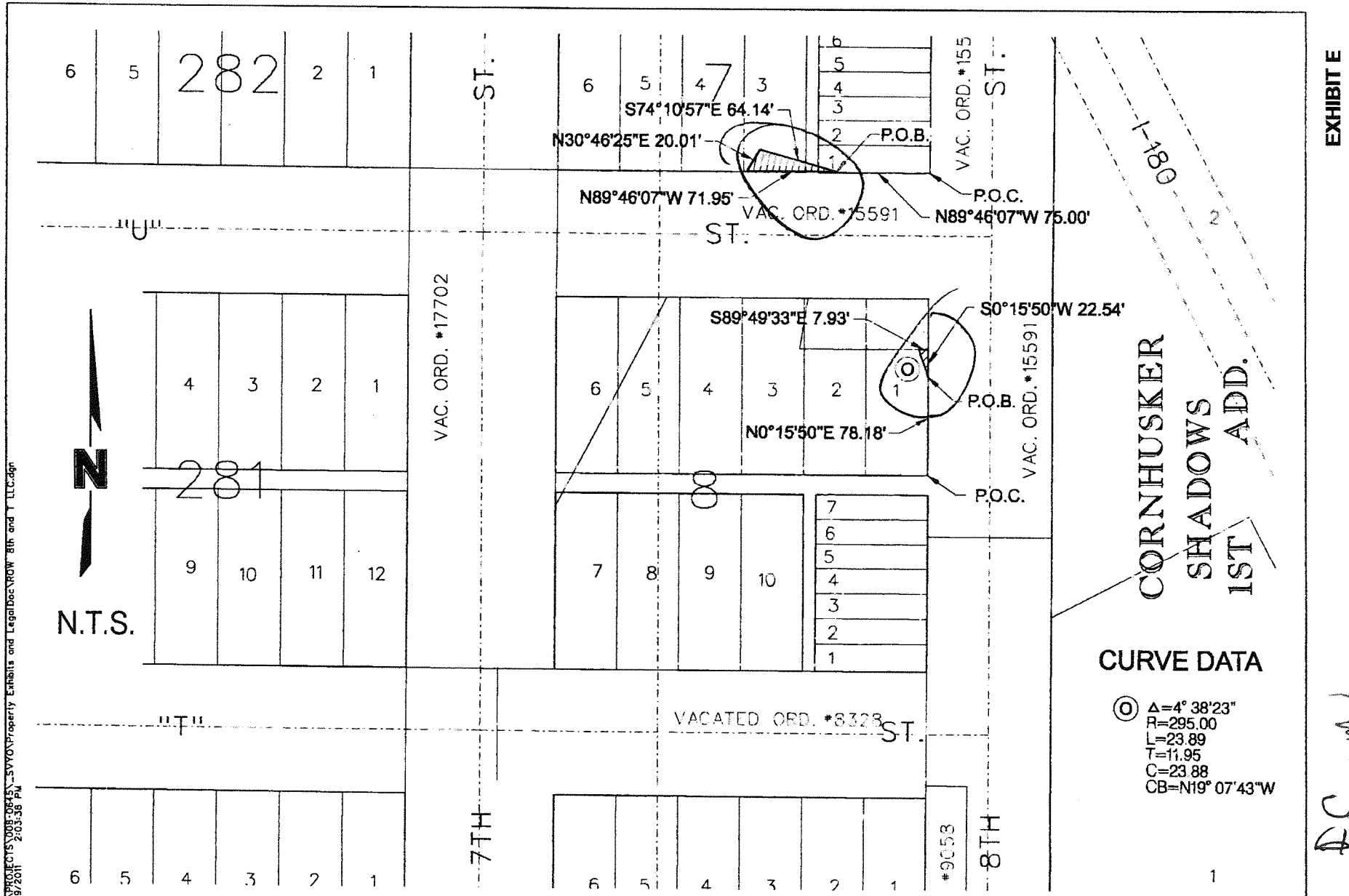
WEST HAYMARKET REDEVELOPMENT AREA

OLSSON ASSOCIATES

EXHIBIT D

DC only

EXHIBIT E



PROJECT NO: 010-2431	RIGHT-OF-WAY TO BE AQUIRED FROM EIGHT & T, LLC	OLSSON ASSOCIATES	1111 Lincoln Mall, Suite 111 P.O. Box 84608 Lincoln, NE 68501-4608 TEL 402.474.6311 FAX 402.474.5160
DRAWN BY: TDB			Exhibit A Page 1 of 2
DATE: February 7th, 2011			

NEED TO ACQUIRE

JDB DC CMW

TRACT NO 3
EIGHT & T, LLC

RIGHT-OF-WAY
A PART OF LOT 3, BLOCK 7, ORIGINAL TOWN OF LINCOLN,
A PART OF LOT 1, C. J. HULL'S SUBDIVISION, AND
A PART OF THE NORTH/SOUTH ALLEY ADJACENT

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 3, BLOCK 7, ORIGINAL TOWN OF LINCOLN, A PORTION OF LOT 1, C. J. HULL'S SUBDIVISION, AND A PORTION OF THE NORTH/SOUTH ALLEY ADJACENT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 1, C. J. HULL'S SUBDIVISION, SAID POINT BEING 50.00 FEET WEST OF THE CENTERLINE OF VACATED 8TH STREET AND 50.00 FEET NORTH OF THE CENTERLINE OF VACATED "U" STREET; THENCE WESTERLY ON AN ASSUMED BEARING OF NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 1 AND 3, A DISTANCE OF 71.95 FEET TO A POINT; THENCE NORTH 30 DEGREES 46 MINUTES 25 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT; THENCE SOUTH 74 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 64.14 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 620 SQUARE FEET, (0.014 ACRES) MORE OR LESS.

RIGHT-OF-WAY
A PART OF LOT 1, BLOCK 8, ORIGINAL TOWN OF LINCOLN,

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, BLOCK 8, ORIGINAL TOWN OF LINCOLN, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 1, ORIGINAL TOWN LINCOLN, SAID POINT BEING 50.00 FEET WEST OF THE CENTERLINE OF VACATED 8TH STREET; THENCE NORTHERLY ON AN ASSUMED BEARING OF NORTH 0 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 78.18 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ON A CURVE IN A COUNTERCLOCKWISE DIRECTION, A DISTANCE OF 23.89 FEET, HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 4 DEGREES 38 MINUTES 23 SECONDS, A CHORD BEARING OF NORTH 19 DEGREES 07 MINUTES 43 SECONDS WEST, AND A CHORD DISTANCE OF 23.88 FEET TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN INST. NO. 2000-15761; THENCE SOUTH 89 DEGREES 49 MINUTES 33 SECONDS EAST, ALONG THE NORTH LINE SAID PARCEL OF LAND,

JPB DC CM

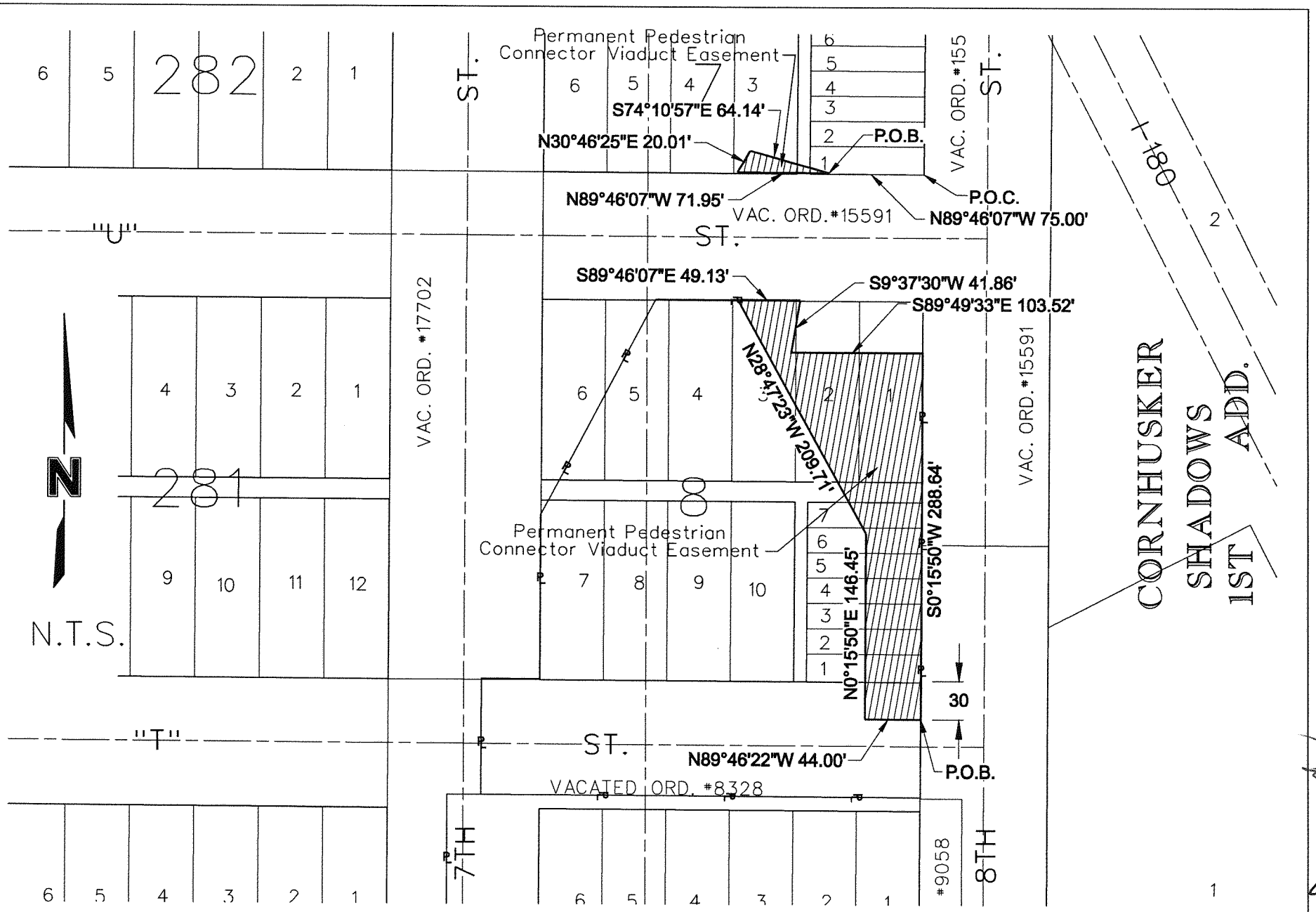
EXHIBIT E

A DISTANCE OF 7.93 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND, SAID POINT BEING ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 22.54 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 86 SQUARE FEET, (0.002 ACRES) MORE OR LESS.

F:\Projects\010-2431\Design\Sheets_10th_RA\ROW\Legals\EIGHT_T_LLC_ROW LEGAL.doc

JDB DSM

EXHIBIT E



PROJECT NO:	010-2431
DRAWN BY:	TDB
DATE:	February 28th, 2011

EIGHTH & T PARCEL

OLSSON ASSOCIATES
1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608
TEL 402.474.6311
FAX 402.474.5160

Exhibit F
Page 1 of 2

f:\projects\008-0645_SVYO\Property Exhibits and Legal Doc\Perm Ease 8th and T LLC.dgn
9/18/2012 2:57:42 PM

TRACT NO 3
EIGHT & T, LLC

RIGHT-OF-WAY
A PART OF LOT 3, BLOCK 7, ORIGINAL TOWN OF LINCOLN,
A PART OF LOT 1, C. J. HULL'S SUBDIVISION OF LOTS 1 & 2, BLOCK 7 ORIGINAL TOWN OF LINCOLN, AND A PART OF THE NORTH/SOUTH ALLEY ADJACENT

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 3, BLOCK 7, ORIGINAL TOWN OF LINCOLN, A PORTION OF LOT 1, C. J. HULL'S SUBDIVISION OF BLOCK 7, ORIGINAL TOWN OF LINCOLN, AND A PORTION OF THE NORTH/SOUTH ALLEY ADJACENT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SAID LOT 1, C. J. HULL'S SUBDIVISION, SAID POINT BEING 50.00 FEET WEST OF THE CENTERLINE OF VACATED 8TH STREET AND 50.00 FEET NORTH OF THE CENTERLINE OF VACATED "U" STREET; THENCE WESTERLY ON AN ASSUMED BEARING OF NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 1 AND 3, AND ALONG THE SOUTH LINE OF SAID NORTH/SOUTH ALLEY, A DISTANCE OF 71.95 FEET TO A POINT; THENCE NORTH 30 DEGREES 46 MINUTES 25 SECONDS EAST, A DISTANCE OF 20.01 FEET TO A POINT; THENCE SOUTH 74 DEGREES 10 MINUTES 57 SECONDS EAST, A DISTANCE OF 64.14 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 619.98 SQUARE FEET, (0.014 ACRES) MORE OR LESS.

RIGHT-OF-WAY
A PART OF LOTS 1-3, BLOCK 8, ORIGINAL TOWN OF LINCOLN,
A PART OF LOTS 1-7, C. J. HULLS SUBDIVISION OF LOTS 11 & 12, BLOCK 8, ORIGINAL TOWN OF LINCOLN, AND PART OF THE EAST/WEST ALLEY ADJACENT

A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 1-3, BLOCK 8, ORIGINAL TOWN OF LINCOLN, AND A PART OF LOTS 1-7 C. J. HULLS SUBDIVISION OF LOTS 11 & 12, BLOCK 8, ORIGINAL TOWN OF LINCOLN, AND A PART OF THE VACATED EAST/WEST ALLEY ADJACENT, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

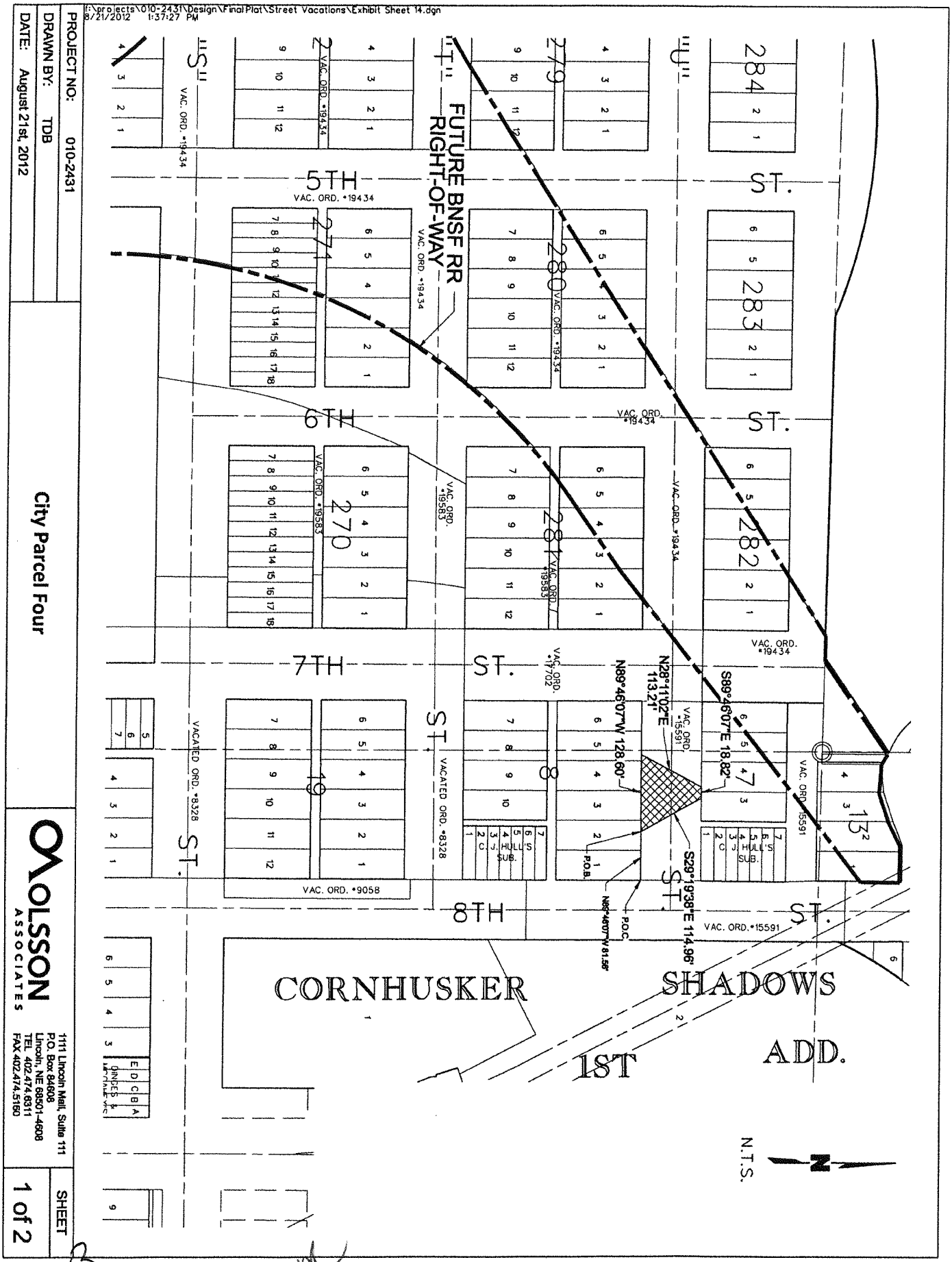
COMMENCING FROM A POINT ON THE WEST RIGHT-OF-WAY LINE OF VACATED 8TH STREET, 30.00 FEET SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF VACATED "T" STREET, SAID LINE ALSO BEING THE SOUTH LINE OF BLOCK 8, ORIGINAL TOWN OF LINCOLN, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE NORTH 89 DEGREES 46 MINUTES 22 SECONDS WEST ALONG A LINE THAT IS 30 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 8, A DISTANCE OF 44.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS 44.00 FEET WEST OF AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF 8TH STREET, A DISTANCE OF 146.45 FEET; THENCE NORTH 28 DEGREES 47 MINUTES 23 SECONDS WEST, A DISTANCE OF 209.71 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 8; THENCE SOUTH 89 DEGREES 46 MINUTES 07

JDB DC CM

SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 8, A DISTANCE OF 49.13 FEET; THENCE SOUTH 09 DEGREES 37 MINUTES 30 SECONDS WEST ALONG A WESTERLY LINE OF A TRACT OF LAND AS DESCRIBED IN INST. NO. 00-15761, A DISTANCE OF 41.86 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 33 SECONDS EAST ALONG A NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN SAID INST. NO. 00-15761, A DISTANCE OF 103.52 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID VACATED 8TH STREET; THENCE SOUTH 00 DEGREES 15 MINUTES 50 SECONDS WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF VACATED 8TH STREET, A DISTANCE OF 288.64 FEET THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 19,721.70 SQUARE FEET, OR 0.45 ACRES, MORE OR LESS.

F:\Projects\010-2431\Design\Sheets_10th_RA\ROW\Legals\8&T LLC\EIGHT_T_LLC_ROW LEGAL.doc

JJDB DC



PROJECT NO: 010-2431
DRAWN BY: TDB
DATE: August 21st, 2012

City Parcel Four

OLSSON ASSOCIATES
1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608
TEL 402.474.6311
FAX 402.474.5160

SHEET 1 of 2

EXHIBIT G

CITY PARCEL FOUR

RIGHT-OF-WAY
A PART OF VACATED "U" STREET RIGHT-OF-WAY

A TRACT OF LAND COMPOSED OF A PORTION OF THE VACATED "U" STREET RIGHT-OF-WAY (ORD # 15591), LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH PRINCIPAL MERIDIAN, LANCASTER COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 8, ORIGINAL TOWN OF LINCOLN, SAID POINT ALSO BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF VACATED 8TH STREET AND THE SOUTH RIGHT-OF-WAY LINE OF VACATED "U" STREET; THENCE WESTERLY ON AN ASSUMED BEARING OF NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID "U" STREET, A DISTANCE OF 81.56 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 07 SECONDS WEST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID "U" STREET, A DISTANCE OF 128.60 FEET TO A POINT; THENCE NORTH 28 DEGREES 11 MINUTES 02 SECONDS EAST, A DISTANCE OF 113.21 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID VACATED "U" STREET; THENCE SOUTH 89 DEGREES 46 MINUTES 07 SECONDS EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID VACATED "U" STREET, A DISTANCE OF 18.82 FEET TO A POINT; THENCE SOUTH 29 DEGREES 19 MINUTES 38 SECONDS EAST, A DISTANCE OF 114.96 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 7371 SQUARE FEET, (0.17 ACRES) MORE OR LESS.

F:\Projects\010-2431\Design\Sheets_10th_RA\ROW\Legals\8&T LLC\U ST ROW 2B TRANS 2 8_T_LLC_LEGAL.doc

JP13 DC

Deed Reservation:

Grantor hereby excepts and reserves in perpetuity to itself and on behalf of the public a conservation easement over the above-described premises to restrict the use of said premises to open space to protect and preserve the drainageway and natural floodplain values, including flood storage capacity, conveyance and functional integrity of said premises relative to the floodplain and to restrict development and future use of said premises that will significantly impair or interfere with the use of open space values of said premises. In order to accomplish the purpose of this conservation easement, the following practices and uses shall be prohibited in the easement area:

(a) Construction or placement of fill material, cement, buildings, fences, signs, or any other structure, with the exception of existing pavement, chain-link fences, signs and their like-kind replacements as required for ongoing maintenance;

(b) Any other use or practice that would adversely impact the flood storage capacity.

The City 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, maintaining, protecting, or enhancing the easement area as the City may deem necessary or desirable. The City will attempt to give reasonable notice to Owner prior to entering the property for the above purposes. This easement may be released by the City pursuant to the provisions of Neb. Rev. Stat. § 76-2113.

EXHIBIT H

JPB DC CM

ADDENDUM TO UTILITIES EASEMENT

Grantor hereby excepts and reserves in perpetuity to itself and on behalf of the public the following terms and conditions:

1. The Grantor shall use its best efforts to provide advance notice of construction in the Easement to reduce scheduling conflicts with Grantee's special events and NOT to use the Easement area two (2) weeks prior to and or during college football season.

2. The Grantor, upon completion of any and all project work in the Easement area, shall repair all damage to the parking lot and appurtenances on the property so as to leave the property in the same condition as on the commencement of the Easement.

3. It is understood that the Easement runs through a surface parking lot. Reasonable vehicular and pedestrian access shall be maintained at all times across the Easement area so that the adjacent property to the Easement can continue to function for vehicular parking during construction, repair or maintenance of the utilities.

Grantor's project specifications will require Grantor's contractor to maintain a policy of general liability insurance insuring the Grantor and the contractor as insured, with limits of not less than $1,000,000/$2,000,000 aggregate for bodily injury per occurrence.

4. The Grantor and its contractor(s) will be responsible for prompt repair of any damage to any existing utility/structures in the Easement area occurring as a result of Grantor's construction, repair or maintenance.

5. All appurtenances to the utilities permitted by this Easement installed subsequent to this Agreement shall be below the existing ground surface.