CITY OF LINCOLN
REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is entered into between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation in the State of Nebraska ("City), and **PIEDMONT SHOPPING CENTER, LLC**, a Nebraska limited liability company, and its successors and assigns ("Redeveloper").

RECITALS

A. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Lincoln, Nebraska. As part of that program the City has prepared and approved the Piedmont Redevelopment Plan a copy of which, together with any and all amendments thereto (collectively "Redevelopment Plan"), is on file in the Office of the City Clerk of the City ("City Clerk"). The Redevelopment Plan has been adopted in compliance with the Nebraska Community Development Law codified at *Neb. Rev. Stat*. §§18-2101 through 18-2144 (the "Act").

B. The Piedmont Shopping Center Redevelopment Project ("Redevelopment Project") included within the Redevelopment Plan calls for the City to support commercial redevelopment efforts on real estate and existing improvements owned by Redeveloper located at 1265 South Cotner Blvd. and legally described as:

> Lot 1, Mark Plaza, Lincoln, Lancaster County, Nebraska,

(hereinafter the "Redeveloper Property").

C. The Redevelopment Project area ("Project Area") is shown in Exhibit "A" and incorporates the Redeveloper Property, the existing gas station on Lot 2, Mark Plaza, and the abutting South 50th Street, "C" Street, Aldrich Road and South Cotner Blvd. street right-of-ways

in Lincoln, Lancaster County, Nebraska. The Project Area may be expanded, at the City's sole discretion, to include any City property currently owned or hereinafter acquired which abuts upon any of the above right-of-way.

D. *Neb. Rev. Stat*. § 18-2103(12) (Reissue 2012) authorizes the City to carry out plans for a program of compulsory repair and rehabilitation of buildings and other improvements in connection with redevelopment of the Project Area and to pay for the same from TIF Bond Proceeds (as defined herein).

E. *Neb. Rev. Stat.* § 18-2107 (Reissue 2012) authorizes the City to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the City may deem necessary to prevent the recurrence of substandard and blighted areas.

F. Redeveloper is willing to enter into this Agreement and through a hard construction cost minimum investment of Four Million Seven Hundred Thousand Dollars ($4,700,000) to redevelop the Project Area by constructing certain streetscape improvements defined below in the right-of-way abutting the Redeveloper Property ("Redeveloper Public Streetscape Improvements") by demolition of certain parking lot improvements in the existing Shopping Center ("Site Preparation") and construction of certain building and site improvements to the center, to include revising the building façade to a more modern style, providing wider pedestrian ways in front of the shops, improving handicapped accessibility, changing the parking configuration to improve traffic circulation, updating exterior lighting, and providing space for outdoor seating and merchandize display ("Shopping Center Improvements"). The Site Preparation and Shopping Center Improvements are collectively referred to as the Private Improvements. The Private Improvements include certain public enhancements to the center for

the greater good of the community and which are beyond the requirements of City standards, regulations or codes ("Public Enhancements"). The location of the Private Improvements is shown on the attached Site Plan in Exhibit "B". Ingress and egress to and from the Redeveloper Property from the abutting streets shall be limited to those locations shown on the Site Plan except as otherwise approved by the City pursuant to Chapter 14.75 of the Lincoln Municipal Code and the City's Access Management Policy. The Public Enhancements are more particularly described in Section 201.A.3 below.

G. In order to help remove blight and substandard conditions and improve conditions in an economically underutilized area, the City is willing to enter into this agreement and to make a grant or grants to the Redeveloper to be used to perform the Site Preparation and to construct the Public Enhancements and the Redeveloper Public Streetscape Improvements identified in the Sources and Uses of Funds in Exhibit "C" through the City's executive order construction process as described in Section 201.B below.

H. The Private Improvements and Redeveloper Public Streetscape Improvements are collectively known as the "Redeveloper Project Improvements" and are generally shown on the Site Plan in Exhibit "B". The costs of the Redeveloper Project Improvements are collectively known as the "Redeveloper Project Costs" and are summarized on the Sources and Uses of Funds in Exhibit "C".

I. The City shall support the above described redevelopment of the Project Area in accordance with the Redevelopment Project; provided that, Redeveloper is willing to restrict the use of the Redeveloper Property to certain use restrictions as provided in Section 303 and is further willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Private Improvements to prevent a recurrence of substandard and blighted

conditions as provided in Section 207; and further provided that, Redeveloper is willing to restrict the use of the grants provided hereunder for the sole purpose of design, construction and implementation of the Site Preparation Public Enhancements and the Redeveloper Public Streetscape Improvements on behalf of the City and in the manner contractually described herein.

J. The Redevelopment Plan contains a provision providing that any ad valorem tax levied upon real property in the Project Area for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years (Tax Increment Period) after the effective date of such provision as provided for in *Neb. Rev. Stat*. § 18-2147 et seq. Said provision is hereinafter referred to as the "Ad Valorem Tax Provision" or "Tax Increment Provision."

K. *Neb. Rev. Stat.* § 18-2107 (Reissue 2012) and § 18-2150 (Reissue 2012) authorize the City to provide grants to private parties in order to accomplish rehabilitation or redevelopment of the Project Area in accordance with the Redevelopment Plan. In order to make a grant or grants to the Redeveloper, the City intends to issue tax increment financing indebtedness instrument or instruments in tax exempt and/or taxable series (collectively "TIF Bond") to be repaid with the tax increment revenues generated under the Ad Valorem Tax Provision ("TIF Tax Revenues").

L. The City and Redeveloper desire to enter into this Agreement to implement the Redevelopment Project for the above purposes and in accordance with the Redevelopment Plan.

M. The City and Redeveloper mutually agree that the redevelopment of the Project Area is in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws and requirements under which the Redevelopment Plan has been undertaken.

NOW, THEREFORE, in consideration of the above recitals which are hereby made part of this Agreement and of the mutual covenants contained herein the parties do agree as follows:

ARTICLE I. EVIDENCE OF REDEVELOPER'S ABILITY

101. Evidence of Financial Ability of Redeveloper. The Redeveloper shall within sixty (60) days of the execution of this Agreement provide to the City on a confidential and privilege basis evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of the Redeveloper in connection with redevelopment of the Project Area. Such information shall state the amount and source of liquid assets on hand or immediately available to the Redeveloper for design and construction of the Redeveloper Project Improvements. Such information shall be provided in a form satisfactory to the Finance Director of the City.

102. Evidence of Redeveloper's Ability to Timely Commence Construction of the Private Improvements. Redeveloper shall, within one hundred twenty (120) days of execution of this Agreement by the City, provide satisfactory documentation to the City that Redeveloper has entered into a construction contract and is ready, willing, and able to timely commence and complete construction of the Private Improvements as provided in Section 206 below.

103. Timely Submittal of Evidence. Timely submittal of financial information required in Section 101 above and the construction contract in Section 102 above shall be a condition precedent to the requirement of the City to proceed with its obligations under this Agreement.

ARTICLE II. REDEVELOPER AND CITY IMPROVEMENTS

201. Redeveloper Improvements.

A. Private Improvements.

1. The size, shape and location of the Private Improvements (including the Public Enhancements) are schematically outlined on Exhibit "D-1" ("Private Improvement Schematic Drawings"). The Private Improvement Schematic Drawings also include design narratives for the Piedmont Shopping Center which include Material Selection (i.e. a delineation of construction materials to be used for the exterior walls of the Private Improvements) and Site Scape and Landscape Improvements (i.e. a delineation of landscaping and vegetation, irrigation system, fencing and lighting improvements to be installed). The Private Improvement Schematic Drawings and narratives have been approved by the City, provided that the landscaping Site Plan included with Exhibit D-1 be updated to include and provide for the additional landscaping required under the approved Piedmont Shopping Center Planned Unit Development (Ordinance No. 19948), including but not limited to landscaping along C Street and 50th Street. Detailed final construction plans and specifications (hereinafter "Construction Documents") for the Private Improvements have been prepared by the Redeveloper and submitted to the Department of Building and Safety for building permit review. The Construction Documents have been approved as to exterior design solely based upon the Redeveloper's representation and warranty that construction of the Private Improvements pursuant to the Construction Documents will look the same as depicted on the Schematic Drawings.

2. Construction of Private Improvements. The Redeveloper, through an anticipated hard construction cost minimum investment of Four Million Seven Hundred Thousand and No/100 Dollars ($4,700,000.00), shall at its own cost and expense construct the

Private Improvements substantially in conformance with the Schematic Drawings (including the description narratives) and final Construction Documents as approved by the Department of Building and Safety. As part of said construction, the Redeveloper, at its own cost and expense subject to reimbursement as provided in Section 403 below, shall construct the Public Enhancements consisting of: (1) Façade Enhancements to include new stone veneer, new capstone, new cornices, new fabric awnings, and stucco finish; (2) Energy Efficiency Enhancements to include energy efficient roof materials, mechanical unit replacements and electrical fixtures which use LED lighting and have reduced energy usage; and Landscape/Parking Lot Enhancements, as more particularly described in the design narratives (Exhibit "D-1") and the cost thereof are shown on the spreadsheet report attached as Exhibit "D-3". All Private Improvements shall be constructed in compliance with all applicable local, state, and federal building and construction laws and codes. Redeveloper agrees to secure and maintain all permits and licenses necessary for its use of the Redeveloper Property including, but not limited to, necessary building permits and inspections. Redeveloper shall enter into a Façade Agreement with the City in the form attached hereto as Exhibit "E" related to the Façade Enhancements.

(a) Professional Design. All Private Improvements shall have consistent architectural or engineering features, detailing, and design elements in accordance with this Agreement. All accessory building walls, screening walls or fences, and canopy columns shall be in substantial conformity with the applicable City design standards

(b) Energy Efficiency. In addition to the Energy Enhancements, Construction of the Private Improvements shall utilize energy efficient building practices to the extent that they are reasonably available on a cost-effective basis. Specifically, Redeveloper

shall use the equivalent of the standard established by U.S. Green Building Council through its Leadership in Energy and Environmental Design ("LEED") Green Building Rating Systems as a guideline for the design and construction of the Private Improvements to the extent design and construction based on LEED standards are reasonable and cost-effective.

3. Commencement/Completion of Private Improvements. Redeveloper agrees to use commercially reasonable efforts to substantially complete construction of the Private Improvements as provided for in Section 205 below and to pay or cause to be paid in a timely manner each person, as defined in Neb. Rev. Stat. §49-801, that performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements. Such payment shall be made promptly after completion of the Private Improvements and submission of all final and unconditional lien waivers and in accordance with all the provisions of this Agreement relating to the obligations of Redeveloper to construct the Private Improvements. Failure to construct a specific element of Private Improvements due to a failure to obtain a necessary easement, license, permit or authorization in form and substance reasonably satisfactory to the Redeveloper and its counsel shall not be considered an item of default. Developer and the City shall agree on a reasonable alternative to such element of the Private Improvements.

4. Certificate of Completion. Promptly after final completion of the Private Improvements in accordance with all the provisions of this Agreement relating to the obligations of Redeveloper to construct the Private Improvements and promptly after the Redeveloper provides the City the proper documentation that each person, as defined in Neb. Rev. Stat. §49-801, that performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements have been properly paid, the City shall upon request

by the Redeveloper furnish a Certificate of Completion of Private Improvements, the form of which is shown on Exhibit "F". Such certification by the City shall be a conclusive determination of satisfaction of the agreements and covenants in this Agreement with respect to the obligations of Redeveloper to construct the Private Improvements. The Certificate of Completion of Private Improvements shall be recorded by the Redeveloper at its own cost and expense in the office of the Register of Deeds for Lancaster County, Nebraska. If the City shall refuse or fail to provide the certification in accordance with the provisions of this paragraph after being requested to do so by Redeveloper, the City shall, within fifteen (15) days after written request by Redeveloper, provide Redeveloper with a written statement indicating in what respect Redeveloper has failed to complete the Private Improvements subject to such certification in accordance with the provisions of this Agreement and what measures or acts will be necessary, in the opinion of the City, for Redeveloper to take or perform in order to obtain such certification.

B. Redeveloper Public Streetscape Improvements.

1. The size, shape and location of the Redeveloper Public Streetscape Improvements are shown in Exhibit "D-2" ("Construction Documents").

2. Construction of Redeveloper Public Streetscape Improvements. Redeveloper, at its own cost and expense, subject to reimbursement as provided in Section 403 shall install and construct or cause the Redeveloper Public Streetscape Improvements to be competitively bid, installed and constructed pursuant to the City's non-executive order or executive order construction process, as applicable, and pay for or cause to be paid construction inspection, staking and testing of the Redeveloper Public Streetscape Improvements as part of the construction and inspection process.

3. Construction Easement. Redeveloper will grant or convey to the City without additional consideration all necessary permanent and/or temporary construction easements (if any) on, over or across the Redeveloper Property required to construct any of the Redeveloper Public Streetscape Improvements.

202. Cost Certification. The Redeveloper shall submit a construction draw request, accompanied by a certificate from the Redeveloper's architect that the work has been completed in accordance with the Contract Documents, to the City for payment of any expenses related to construction of the Redeveloper Project Improvements. The Redeveloper shall timely submit receipts, invoices, or proof of payment concurrently with the request for payment of Redeveloper Project Improvement costs. The City shall approve or reject the same with reasons stated, based on the review within ten (10) days of receipt of the same; provided, however, the City shall generally approve request for payment made by Redeveloper that are consistent with this Agreement. Reimbursement by the City to the Redeveloper shall be made within thirty (30) days after approval by the City.

203. Construction Administration. Redeveloper shall be responsible on a pay-as-you-go basis for all components of the Redeveloper Project Improvements, including construction management, coordination of contractors and regulatory permitting and other requirements. Subject to reimbursement for Public Enhancements as provided for in Section 403 below, the Redeveloper will be solely responsible for payment of all construction cost attributable to the Private Improvements. Subject to reimbursement as provided in Section 403 below, the Redeveloper will be solely responsible for payment of all construction cost attributable to the Redeveloper Public Streetscape Improvements.

204. Permits and Approvals. Redeveloper agrees to secure all permits and licenses necessary for construction of the Private Improvements and its intended use of the Redeveloper Property including, but not limited to, necessary building permits and inspections.

205. Commencement and Completion Deadline for Private Improvements. The Redeveloper shall use its best efforts to commence construction of the Private Improvements within ninety (90) days following approval of this Agreement by the City Council and shall use its best efforts to substantially complete the Private Improvements by December 1, 2014.

206. Duty to Maintain.

A. Private Improvements. Redeveloper at its own cost and expense shall, following construction of the Private Improvements, keep the same in a safe and sanitary condition and shall take all necessary action reasonably necessary to (a) maintain, in good order and condition and state of repair, all interior and exterior portions of the buildings including the routine and reasonable preventive maintenance of the buildings and their service facilities such as the wiring, plumbing, heating and air conditioning systems, interior insect treatment, and all glass including plate glass, exterior doors, and automatic doors, and (b) maintain the grounds in a safe and sanitary condition including but not limited to sweeping and removal of trash, litter, and refuse; repair and replacement of paving as reasonably necessary; maintenance of landscaped areas; removal of snow and ice from sidewalks, driveways, and parking areas, in order to keep the same free from dilapidation or deterioration and free from conditions which endanger life or property by fire or other causes.

B. Redeveloper Public Streetscape Improvements. Upon completion of the Redeveloper Public Streetscape Improvements, the City shall be responsible for street trees and the Redeveloper shall have all the other duties and responsibilities to maintain and repair the

remaining portion of the Redeveloper Public Streetscape Improvements, at its own cost and expense and no responsibility thereof shall accrue to the City by reason of its benefits from the Redeveloper Public Streetscape Improvements pursuant to the general terms and provisions of the Streetscape Maintenance Agreement, which is attached hereto as Exhibit "G" and incorporated herein by this reference.

ARTICLE III. SECURITY AND RESTRICTIONS

301. Bonds.

A. Penal Bond – Redeveloper Public Streetscape Improvements. Pursuant to *Neb. Rev. Stat.* §§ 18-2151 and 52-141, Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the Redeveloper Public Streetscape Improvements, a penal bond in the amount of the contract sum for such improvements with a corporate surety authorized to do business in the State of Nebraska. The form of the penal bond is attached hereto as Exhibit "H-1".

B. Payment and Performance Bond – Private Improvements. Prior to commencing construction of the Private Improvements, Redeveloper shall submit proof to the City that Redeveloper's general contractor has furnished Redeveloper with a construction performance and construction payment bond in a sum not less than the contract sum for the Private Improvements. Such bonds shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to each person, as defined in Neb. Rev. Stat. §49-801, that performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements.

C. Disbursement Agreement. The City shall accept in lieu of the requirements in Section 301.B. above a fully executed Disbursement Agreement, the form of which is attached hereto as Exhibit "H-2."

302. Indemnification. Redeveloper agrees to indemnify and hold City harmless to the extent of any payments in connection with carrying out construction of the Redeveloper Project Improvements the City may be required to make for failure of Redeveloper or its contractor to make payments of all amounts lawfully due to each person, as defined in Neb. Rev. Stat. §49-801, that performed labor or furnished materials, equipment or supplies used in prosecution of the Redeveloper Project Improvements.

303. Use Restrictions. Redeveloper agrees that during the Tax Increment Period, except as authorized under a Planned Unit Development, use permit, or special permit approved by the City, no portion of the Redeveloper Property shall be used for any of the following uses:

a. Any business whose predominant operation is the retail sale of alcoholic beverages for consumption off the premises (predominant shall mean retail gross sales of alcoholic beverages, including mixed drinks, in excess of 50% of gross sales on the premises) or any such business that in the opinion of the City has an unreasonable pattern of liquor law violations;;

b. The retail sale of alcoholic beverages for consumption on the premises if such use, in the opinion of the City, has an unreasonable pattern of unlawful disturbances or alcoholic beverage law violations;

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

such use that has an unreasonable pattern of unlawful disturbances or tobacco law violations;

d. A sexually oriented business including live entertainment establishments as defined in Section 27.03.545 of the Lincoln Municipal Code and any other business engaged in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; exotic lingerie; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service. The foregoing exclusion shall not include pay for view video/audio services, internet and other forms of telecommunication/communication systems offered or available to guests in the ordinary course of hotel business and trade or to Lincoln residents.

e. Any business whose predominant operation is the use, storage or processing of hazardous or potentially hazardous materials as defined under applicable law, including any salvage or recycling operation, car wash, dry cleaning, vehicle body repair, paint, refinishing, or parts and equipment cleaning business; provided nothing herein shall be construed to prohibit dry cleaning pickup facility, convenience, food or fuel store.

f. Any business involving gambling or wagering even if otherwise permitted by law including slot machines, video lottery machines, or casino

games, but excluding keno, bingo, and the retail sale of lottery tickets as permitted by applicable law.

g. Any business involving the sale or display of weapons, self-service laundromat for nonresidents or non-occupants of the Redeveloper Property, illegal activities, or sale of any illegal goods or products.

h. Off-premises signs as defined in Section 27.69.020 of the Lincoln Municipal Code.

i. Any business providing payday loans, liens, check cashing services, or other similar services, except for banks, savings and loans, insurance company, investment companies, stock brokers, credit unions and automated teller machines.

j. Cell towers, although cellular antennae and transmission equipment may be incorporated into the Private Improvements provided that they are properly screened and otherwise meet design standards that meet the City's approval.

ARTICLE IV. TAX AGREEMENT

401. Grant of Funds. In order to support redevelopment of the Project Area and as an inducement for the Redeveloper to construct the Redeveloper Project Improvements, the City agrees, to the extent allowed by law and then only to the extent funds are lawfully available from the issuance of the TIF Bond (defined below) and receipt of proceeds from the sale thereof ("TIF Bond Proceeds") as shown in Exhibit "C", to make a grant or grants to Redeveloper to reimburse Redeveloper (or make payments directly to Redeveloper's Contractor) as provided in Section 403 below for the Site Preparation, Public Enhancements, and Redeveloper Public Streetscape

Improvements in a maximum amount not to exceed the total amount of TIF Bond Proceeds remaining after first reimbursing the City for the City's cost to issue the TIF Bond and to fund the City Improvements project account. Redeveloper shall submit authentic and satisfactory documentation to the City to verify the reimbursement amount requested from grant funds was expended on TIF eligible Redeveloper Project Costs. In particular, the Redeveloper will provide authentic and satisfactory documentation demonstrating the additional cost to construct the Public Enhancements over and above the cost to comply with the City's standards, regulations, or codes. Any ineligible use of the grant shall immediately be repaid to the City.

402. TIF.

A. <u>Issuance of TIF Indebtedness</u>. Not earlier than thirty (30) days following the later date of the approval and execution of this Redevelopment Agreement or the date the issuance of the TIF Bond (defined below) has been authorized, which date is after the remonstrative period in Neb. Rev. Stat § 18-2142.01 or as soon thereafter as is practicable, the City shall issue TIF Indebtedness in the sum of Seven Hundred Fifty-Seven Thousand Seven Hundred Fifty and No/100ths Dollars ($757,750.00) to be purchased by the Redeveloper or Redeveloper's Lender ("TIF Bond Purchaser") and receive TIF Proceeds from the TIF Bond Purchaser to be deposited into a City or Lender fund account (the "Project Account") to be used and expended as set forth in Section 403 below. The total dollar amount of the TIF Bond is the estimated amount of the tax increment to be generated on the Redeveloper Property and Private Improvements based upon an estimated taxable valuation of $6,000,000 after completion of the Private Improvements.

B. <u>Authority of City Finance Director</u>. Subject to the terms of this Redevelopment Agreement, the City Finance Director on behalf of the City shall make all

necessary arrangements regarding timing of issuance of the TIF Indebtedness and all other details of the TIF Indebtedness, TIF Bond, TIF Tax Revenues, Project Account and Grant of Funds to reimburse Redeveloper for the Site Preparation, Public Enhancements and Redeveloper Public Streetscape Improvements. All such arrangements made by the Finance Director shall be subject to approval of the Mayor.

403. <u>Use of TIF Bond Proceeds</u>. TIF Bond Proceeds shall be used for and expended in the following priority:

FIRST PRIORITY: Reimburse the City for the cost of issuing the TIF Bond, including but not limited to bond counsel fees, fiscal advisory fees, placement fees, capitalized interest, and reserves.

SECOND PRIORITY: Payment of grant or grants to reimburse Redeveloper for costs of the Site Preparation, Public Enhancements, and Redeveloper Public Streetscape Improvements.

Only Redeveloper Public Streetscape Improvements and Public Enhancement costs incurred after the date of this Agreement shall be eligible for reimbursement as Second Priority items.

The City shall not have any obligation to make a grant or grants to reimburse the Redeveloper for the Redeveloper Public Streetscape Improvements, Site Preparation, and/or Public Enhancements in excess of the available TIF Bond Proceeds as described above. Redeveloper shall use its own funds to fund any Redeveloper Public Streetscape Improvements, Site Preparation, and/or Public Enhancements costs that exceed the TIF Bond Proceeds that are lawfully available and granted to the Redeveloper hereunder. The funds granted to Redeveloper are restricted and earmarked solely for the reimbursement of eligible Redeveloper Public

Streetscape Improvements, Site Preparation, and Public Enhancements as described herein and the Redeveloper does not have discretionary judgment over the applications of said grant funds.

404. Valuation of the Redeveloper Property. The City intends to use the Ad Valorem Tax Provision to generate tax increment financing funds which shall be used to finance the issuance of the TIF Bond and to make the grant or grants to Redeveloper in accordance with this Redevelopment Agreement. The tax increment is to be derived from the increased valuation, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Community Development Act which will be attributable to the redevelopment contemplated under this Agreement. The TIF Tax Revenues which are to be used to pay debt service on the TIF Indebtedness from the sale of the TIF Bond will be derived from the increased valuation from redeveloping the Redeveloper Property as provided in this Agreement. Redeveloper agrees not to contest any taxable valuation assessed for the Redeveloper Property and Private Improvements thereon during the Tax Increment Period which do not exceed $6,000,000 commencing tax year 2014 and continuing for a period of not to exceed fifteen (15) years after the effective date ("Effective Date") of the Tax Increment Provisions in Section 814 below or so long as any portion of the TIF Indebtedness with respect to the Redevelopment Project remains outstanding and unpaid, whichever period of time is shorter.

405. Debt Service for TIF Indebtedness. The City shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Tax Revenues, pay the TIF Bond Purchaser the principal of the TIF Indebtedness with interest as provided in the TIF Bond Ordinance at a rate not to exceed seven percent (7%) per annum. Any debt service on the TIF Indebtedness (including interest) to be paid from TIF Tax Revenues shall not constitute a general obligation or debt of the City. Any shortfall in anticipated TIF Tax Revenues from the Tax

Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Redeveloper Property, shall be borne entirely by the Redeveloper and TIF Bond Purchaser without recourse of any kind against the City.

406. Tax Increment Deficiency on Redeveloper Purchased TIF Bond.

A. Redeveloper Purchased TIF Bond. If the Redeveloper purchases the TIF Bond, any shortfall in the annual TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Redeveloper Property, shall be borne entirely by the Redeveloper without recourse of any kind against the City. To the extent of any deficiency in annual TIF Tax Revenues from the Ad Valorem Tax Provision for required debt service on the TIF Indebtedness, the Redeveloper as purchaser of the TIF Bond agrees to defer payment of the same for each year that there exists a deficiency during the Tax Increment Period. If Redeveloper is required to defer any such payments, the City shall reimburse all sums deferred if and when annual TIF Tax Revenues do become available from the Ad Valorem Tax Provision to meet current debt service and reimburse Redeveloper for such deferred payments. In the event the TIF Indebtedness is not retired in full at the end of the Tax Increment Period, any remaining TIF Indebtedness shall be forgiven.

B. Lender Purchased TIF Bond. If Redeveloper's Lender purchases the TIF Bond, any shortfall in the annual TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Redeveloper Property, shall be borne entirely by the Redeveloper and TIF Bond Purchaser without recourse of any kind against the City. To the extent of any deficiency in annual TIF Tax Revenues from the Ad Valorem Tax Provision for required debt service on the TIF Indebtedness, the Redeveloper agrees to pay the same upon written request of the City and shall pay the same for each year that

there exists a deficiency in such TIF Tax Revenues. If Redeveloper is required to pay any such deficiency, the City shall reimburse all sums paid by said Redeveloper for such purposes if and when annual TIF Tax Revenues do become available from the Ad Valorem Provisions to meet current debt service and reimburse Redeveloper for such deficiency payments.

C. Adjustments for any Payments of Tax Increment Deficiency. If Redeveloper makes one or more payments to cover a deficiency in the required debt service payments on the TIF Bond as provided in paragraph A and paragraph B of this Section 406, the City shall maintain a record of the aggregate amount of said payments, which shall include interest (at the same interest rate of the then outstanding TIF Bond) ("**Redeveloper's Aggregate Deficiency Payments**"). If the TIF Tax Revenues from the Tax Increment Provision for any year exceeds the amount necessary to meet current debt service on the TIF Indebtedness, then the excess TIF Tax Revenues shall be paid to Redeveloper and deducted from the Redeveloper's Aggregate Deficiency Payments until Redeveloper's Aggregate Deficiency Payments have been fully reimbursed.

407. Excess TIF. Any excess TIF Tax Revenues resulting from the Tax Increment Provision on the Redeveloper Property not needed or required to pay the TIF Bond Purchaser for the TIF Indebtedness under Section 406.A and B above or to reimburse Redeveloper's Aggregate Deficiency Payments under Section 406.C above shall be expended by the City at its option for eligible improvements or returned to the applicable taxing authorities as provided in the Community Development Law.

408. Reimbursement of Grants. Subject to Section 701 below, Redeveloper agrees to repay the City the grant or grants of funds provided for in Section 401 above in the event Redeveloper fails to substantially complete the Redeveloper's Private Improvements as provided

in Section 201.A.3 and, upon such repayment of the of the grant funds, this Agreement shall be null and void in regards to the Redeveloper and the Redeveloper Property.

Subject to Section 701 below, in the event the Redeveloper fails to maintain the Redeveloper's Private Improvements as provided in Section 207 above, then the Redeveloper shall reimburse the City the proportionate share (1/15) of the grant funds provided for in Section 401 above for the year the Redeveloper fails to maintain the Private Improvements.

409. Restriction on Transfer. Redeveloper will not, for a period of fifteen (15) years after the effective date hereof or so long as the TIF Bond remains outstanding whichever period of time is shorter (tax increment period), convey the Redeveloper Property or any portion thereof to any entity which will result in such property being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions.

410. Damage or Destruction of Private Improvements.

A. Construction Period. During the construction period, Redeveloper agrees to keep the construction area, including completed operations insured against loss or damage by fire, and such other risks, casualties, and hazards as are customarily covered by builders' risk or extended coverage policies in an amount not less than the replacement value but allowing for reasonable coinsurance clauses and deductibles. In the event of any insured damage or destruction, Redeveloper agrees to restore the Private Improvements to its prior condition within twelve (12) months from the date of the damage or destruction, and shall diligently pursue the same to completion.

B. Tax Increment Period. During the tax increment period, Redeveloper agrees to and shall maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles.

Redeveloper further agrees to commence restoration of the Private Improvements to its prior condition within nine (9) months from the date of the damage or destruction, diligently pursuing the same to completion.

C. Failure to Restore. In the event Redeveloper fails for any reason to restore the Private Improvements as provided in A and/or B above, Redeveloper shall either forgive any remaining TIF Indebtedness and interest thereon if the Redeveloper was the TIF Bond Purchaser, or pay to the City the necessary amount of to retire the TIF Indebtedness in full (including interest) if the TIF Bond was purchased by the Redeveloper's Lender.

411. Condemnation. If during the Tax Increment Period, all or any portion of the Redeveloper Property is condemned by a condemning authority other than the City, and the condemning authority or its successor in interest would not be obligated to pay real estate taxes upon that portion condemned, the City shall be entitled to claim against the Condemner an interest in the property equal to the present value of the pro rata share of TIF Indebtedness outstanding as of the date of taking.

412. Agreement to Pay Taxes. Redeveloper agrees to pay all real property taxes levied upon the Redeveloper Property and Private Improvements prior to the times such taxes become delinquent. This contractual obligation to pay such taxes prior to delinquency on the part of the Redeveloper shall cease upon expiration of the Tax Increment Period, but the City in no way waives the statutory obligation of Redeveloper to continue to pay real estate taxes. Nothing herein shall be deemed an agreement by Redeveloper to waive its right to protest or contest the valuation of the Redeveloper Property and Private Improvements for tax purposes except provided herein.

ARTICLE V. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

501. <u>Financing Creating Encumbrances Restricted</u>.

A. Prior to issuance of the Redeveloper's Certificate of Completion of Improvements by the City for the Private Improvements, neither Redeveloper, nor any successors in interest with respect to the Redeveloper Property shall engage in any financing or any other transaction creating any Mortgage upon the Redeveloper Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to any of the Redeveloper Property, except for the purposes of obtaining funds only to the extent necessary to design, construct, maintain, repair, replace and insure the Private Improvements. Redeveloper or any successor in interest as Redeveloper shall notify the City in advance of any financing secured by Mortgage that it proposes to enter into with respect to the Redeveloper Property, and shall promptly notify the City of any Mortgage that has been created on or attached to the Redeveloper Property whether by voluntary act of Redeveloper or otherwise. Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to any of the Redeveloper Property and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient bond or security is posted with the Clerk of the district court pursuant to Neb. Rev. Stat. §52-142, to permit the Redeveloper to avoid or prevent foreclosure of such encumbrance or lien. In addition, Redeveloper agrees that prior to completion of Private Improvements; any loan proceeds secured by any interest in the Redeveloper Property shall be used solely for the payment of costs and expenses related to the design and construction of the Private Improvements. Redeveloper shall provide a copy of all draw requests and bank approvals related to the Private Improvements to the Director of Urban Development in a timely fashion.

B. In the event that any foreclosure of any Mortgage, deed of trust or other encumbrance should occur prior to the furnishing of the Certificate of Completion or at any time when any casualty damage to the Private Improvements has occurred and has not been fully restored, any party who obtains title to any portion of the Redeveloper Property from or through Redeveloper or the holder of any Mortgage or any other purchaser at foreclosure sale shall be obligated to commence construction or reconstruction within nine (9) months from the date of acquisition of title by said party and to diligently pursue the same to completion or, in lieu thereof, the holder of any Mortgage or any other purchaser at foreclose sale shall pay to the City the amount necessary to fully retire the TIF Indebtedness within three (3) months from the date of acquisition of title. Each Mortgage holder who obtains title to the Redeveloper Property or any part thereof as a result of a foreclosure or other judicial proceedings or action in lieu thereof shall not be obligated by and shall be exempted from those provisions of this Redevelopment Agreement which require construction and completion of the Private Improvements and which require such holder to be obligated to guarantee such construction and completion.

502. Notice of Default. Whenever the City shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any Mortgage at the last address of such holder as shown in the records of the Register of Deeds of Lancaster County.

503. Option to Cure. If thirty (30) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such holder of a mortgage shall (and every Mortgage or other instrument of encumbrance made prior to completion of the Private Improvements by Redeveloper or its successors in interest shall so provide) have the right, at its

option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its Mortgage. If the Mortgage holder commences efforts to cure the default within such period and the default cannot, in the exercise of due diligence, be cured within such period, the holder shall have the right to diligently continue to cure the default. In the event the holder fails to cure, then the City shall have the remedies provided for in this Redevelopment Agreement.

504. Rights Applicable to Other Forms of Encumbrance (Deed of Trust). The rights and obligations of this Agreement relating to Mortgages of any portion of the Redeveloper Property shall apply to any deed of trust or other type of encumbrance on any of the Redeveloper Property, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

ARTICLE VI. REPRESENTATIONS

601. Representations. Redeveloper represents and agrees that its undertakings, pursuant to this Agreement, have been, are, and will be, for the purpose of redevelopment of the Redeveloper Property and not for speculation in land holding.

602. Restrictions on Assignments of Rights or Obligations. Redeveloper represents and agrees that prior to completion of the Private Improvements provided for above there shall be no sale or transfer of the Redeveloper Property or assignment of Redeveloper's rights or obligations under this Agreement to any party without the prior written approval of the City (which shall not be unreasonably withheld, conditioned, or delayed), other than mortgages and involuntary transfers by reason of death, insolvency, or incompetence. The City shall be entitled to require, as conditions to any required approval, that:

a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Redeveloper; and

b. Any proposed transferee, by instrument satisfactory to the City and in form recordable in the Office of the Register of Deeds, shall for itself and its successors and assigns and for the benefit of the City, have expressly assumed all of the obligations of Redeveloper under this Agreement; and

c. There shall be submitted to the City for review, not less than ten (10) days prior to the proposed execution thereof, all instruments and other legal documents involved in the transfer or described in this Agreement; and if disapproved by the City, its disapproval and reasons therefore shall be indicated to Redeveloper in writing.

603. <u>Representations and Warranties of Parties</u>.

A. Redeveloper represents and warrants to City as follows:

i. <u>Organization; Power; Good Standing</u>. Redeveloper is a limited liability company duly organized and validly existing in good standing under the laws of the State of Nebraska. Redeveloper is qualified to do business in the State of Nebraska and has all requisite power and authority to own and operate their properties and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder.

ii. <u>Authority Relative to Agreement</u>. This Agreement has been duly executed and delivered by Redeveloper and constitutes a legal, valid and binding obligation of Redeveloper, enforceable in accordance with its terms, except as the

same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

iii. Effect of Agreement. The execution, delivery and performance of this Agreement by Redeveloper have been duly authorized by all necessary action by Redeveloper and except as provided in this Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Redeveloper, and will not violate any instrument, agreement, order, judgment, decree, statute, regu1ation, or any other restriction of any kind to which Redeveloper is a party.

B. City represents and warrants to Redeveloper as follows:

i. Authority Relative to Agreement. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

ii. Effect of Agreement. The execution, delivery and performance of this Agreement by City have been duly authorized by all necessary action by the City and except as provided in this Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the City, and will not violate any

instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which the City is a party.

ARTICLE VII. REMEDIES

701. Remedies. Except as otherwise provided in this Agreement, in the event of any default in performance of this Agreement by the City or Redeveloper, the party in default shall, upon written notice from the other, proceed immediately to cure or remedy such default within thirty (30) days after receipt of notice. However, if the default cannot, in the exercise of reasonable diligence, be cured within thirty (30) days after receipt of such notice, then the defaulting party shall within such 30-day period notify the non-defaulting party of the reasonably expected time needed to cure the default and commence efforts within such 30-day period to cure and shall use its best efforts to cure the default within said reasonably expected time line. If the default is not timely cured, the non-defaulting party may institute any proceedings which may be necessary to cure and remedy the default.

702. Waiver. The parties shall have the right to institute actions or proceedings as they may deem necessary to enforce this Agreement. Any delay in instituting any action or otherwise asserting rights under this Agreement shall not operate as a waiver of rights or limit rights in any way.

703. Delay in Performance For Causes Beyond Control of Party. The parties or their successors or assigns shall not be in default of their obligations for delay in performance due to causes beyond their reasonable control and without their fault, including but not limited to acts of God, acts of the public enemy, acts of the federal or state government or subdivisions thereof, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of labor or materials, or delays of contractors, or subcontractors due to such causes. The purpose

and intent of this section is that in the event of the occurrence of any such delay, the time for performance of the obligations of either party with respect to construction of improvements shall be extended for the period of delay. However, in order to obtain the benefit of the provisions of this section, the party seeking the benefit shall within twenty (20) days after the beginning of the delay of performance notify the other party in writing of the cause and the reasonably expected length of delay.

704. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement shall be cumulative and the exercise by either party of anyone or more remedies shall not preclude the exercise by it at the same or different times of any other remedies for any other default or breach by the other party. A waiver of any right of either party conferred by this Agreement shall be effective only if in writing and only to the extent specified in writing.

ARTICLE VIII. MISCELLANEOUS

801. Conflicts of Interest: City Representatives Not Individually Liable. No official or employee of the City shall be personally liable to Redeveloper or any successors in interest due to any default or breach by the City under the terms of this Agreement.

802. Notices and Demands. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally as follows:

If to the City: Mayor
555 South 10th Street
Lincoln, NE 68508

With a copy to:	City Attorney 555 South 10th Street Lincoln, NE 68508
If to Redeveloper:	Piedmont Shopping Center, LLC Attn: Steve Glenn 1212 "O" Street Lincoln, NE 68508
with a copy to:	Mark Hunzeker Baylor Evnen Law Firm 600 Wells Fargo Center 1248 O Street Lincoln, NE 68508

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this section.

803. Access to Redeveloper Property. During construction of the Private Improvements, Redeveloper shall permit the representatives of the City to enter all areas of the Redeveloper Property and at any and all reasonable times, as the City may deem necessary for the purposes of inspection of work being performed in connection with the construction of the Redeveloper Project Improvements. No compensation shall be payable nor shall any charges be made in any form by any party for the access or inspection provided for in this section. The City's right of access granted under this Section shall terminate upon issuance by the City of the Redeveloper's Certificate of Completion.

804. Provisions Run With the Land. This Agreement shall run with the Redeveloper Property and shall inure to and bind the parties and their successors in interest. A Memorandum hereof (Exhibit "I") shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the Redeveloper's Property, at the City's expense.

805. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall be disregarded in interpreting any of its provisions.

806. Severance and Governing Law. Invalidation of any provision of this Agreement by judgment or court order shall not affect any other provisions which shall remain in full force and effect. This Agreement shall be construed and governed by the laws of Nebraska.

807. Expiration of Agreement. Unless otherwise stated in this Agreement, this Agreement shall expire upon expiration of the Tax Increment Period, or retirement of the TIF Bond, whichever first occurs; provided the City and the Redeveloper each agree to execute any release necessary to be filed of record to evidence such expiration or termination, unless otherwise stated herein.

808. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either 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. The parties agree that any grant paid hereunder to the Redeveloper for Public Streetscape Improvements are for the benefit of the City and the public and are granted pursuant to the contract provisions described herein and that such grant funds are not under the dominion and control of the Redeveloper and should not be construed as income to the Redeveloper under the Internal Revenue Code Section 61 (I.R.C. § 61).

809. Counterparts. This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

810. Equal Employment Opportunity. Pursuant to requirements of Section 11.08.160 of the Lincoln Municipal Code and *Neb. Rev. Stat.* § 48-1122 (Reissue 2004), Redeveloper, and its successors and transferees, agree that, during the performance of this

Agreement, it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, religion, sex, color, national origin, ancestry, disability, age or marital status. Redeveloper further agrees to require that its contractor and subcontractors shall agree to conform to said requirements.

811. <u>Federal Immigration Verification System Requirements</u>. In accordance with *Neb. Rev. Stat.* §§4-108 through 4-114, the Redeveloper agrees to register with and use a federal immigration verification system to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 USC 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized. The Redeveloper shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 USC 1324b. The Redeveloper shall require any contractor constructing the Private Improvements on behalf of Redeveloper to comply with the provisions of this Section.

812. <u>Audit and Review</u>. Redeveloper shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. The City shall cooperate and make available to the Redeveloper or its agent copies of all financial and performance related records and materials germane to the Project Account and the TIF Bond Proceeds.

813. <u>Certain Public Enhancements Design and Construction</u>. Notwithstanding any contrary provisions herein, certain Public Enhancements will include design costs, improvements and construction that the City determines to be unique and not-competitive or otherwise involving professional services to the extent the same are required to coordinate, match and integrate the Public Enhancements into the Private Improvements. Redeveloper shall timely submit architect, engineer or other professional designer estimates or contractor's estimates for said Public Enhancements in advance of requesting payment for the same to enable the City to obtain an independent review of the same by a qualified professional or contractor. The City shall approve or reject said cost estimates based on the review within ten (10) days of receipt of the same. Where reasonable and appropriate, the Redeveloper shall utilize unit price or itemized contracts specifically showing the eligible items or quantities prior to letting or entering into the same. Overhead, overtime, incentive, office, mobilization, administration or similar generalized charges shall be allowed only as authorized by the City in advance of incurring the same. The Redeveloper agrees to assist and make any and all pertinent documents available for inspection and copying by the City or its auditors in support of the same.

814. <u>Effective Date of Ad Valorem Tax Provision</u>. The Effective Date of the Ad Valorem Tax Provision of the Private Improvements portion of the Redevelopment Project shall be the earlier of the date when construction of the Private Improvements is completed or January 1, 2014 ("Effective Date"). The City will deliver written notice to the County Assessor on or before August 1st of the year in which the Effective date occurs to divide the property taxes in the Project Area and use the last certified valuation to divide the taxes for the remaining portion of the fifteen (15) year period as described in Section 18-2147 of the Nebraska Revised Statutes.

815. <u>Integrated Contract; Severance of Provisions.</u> It is intended by the parties that this Redevelopment Agreement and the incorporated, attached, and referenced documents shall be an integrated contract, but that invalidation of any of its provisions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect unless such court action shall materially change the intent of this Redevelopment Agreement.

816. <u>Exhibits</u>. The following Exhibits are attached to the Redevelopment Agreement and are incorporated herein by this reference:

Exhibit A	– Project Area Map
Exhibit B	– Site Plan
Exhibit C	– Sources and Uses of Funds
Exhibit D-1	– Private Improvement Schematic Drawings
Exhibit D-2	– Construction Documents
Exhibit D-3	– Spreadsheet Report
Exhibit E	– Façade Agreement
Exhibit F	– Certificate of Completion of Private Improvements
Exhibit G	– Streetscape Maintenance Agreement
Exhibit H-1	– Penal Bond
Exhibit H-2	– Disbursement Agreement
Exhibit I	– Memorandum of Redevelopment Agreement and Use Restrictions.

817. <u>Recording</u>. The City, at Redeveloper's cost and expense, shall record the Memorandum of Redevelopment Agreement and Use Restrictions (<u>Exhibit "I"</u>) with the Lancaster County Register of Deeds to be indexed against the Redeveloper Property.

Executed by City this _____ day of _____, 2014.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

By: _____
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Chris Beutler, Mayor of the City of Lincoln, Nebraska.

_____
Notary Public

Executed by Redeveloper this _____ day of _____, 2014.

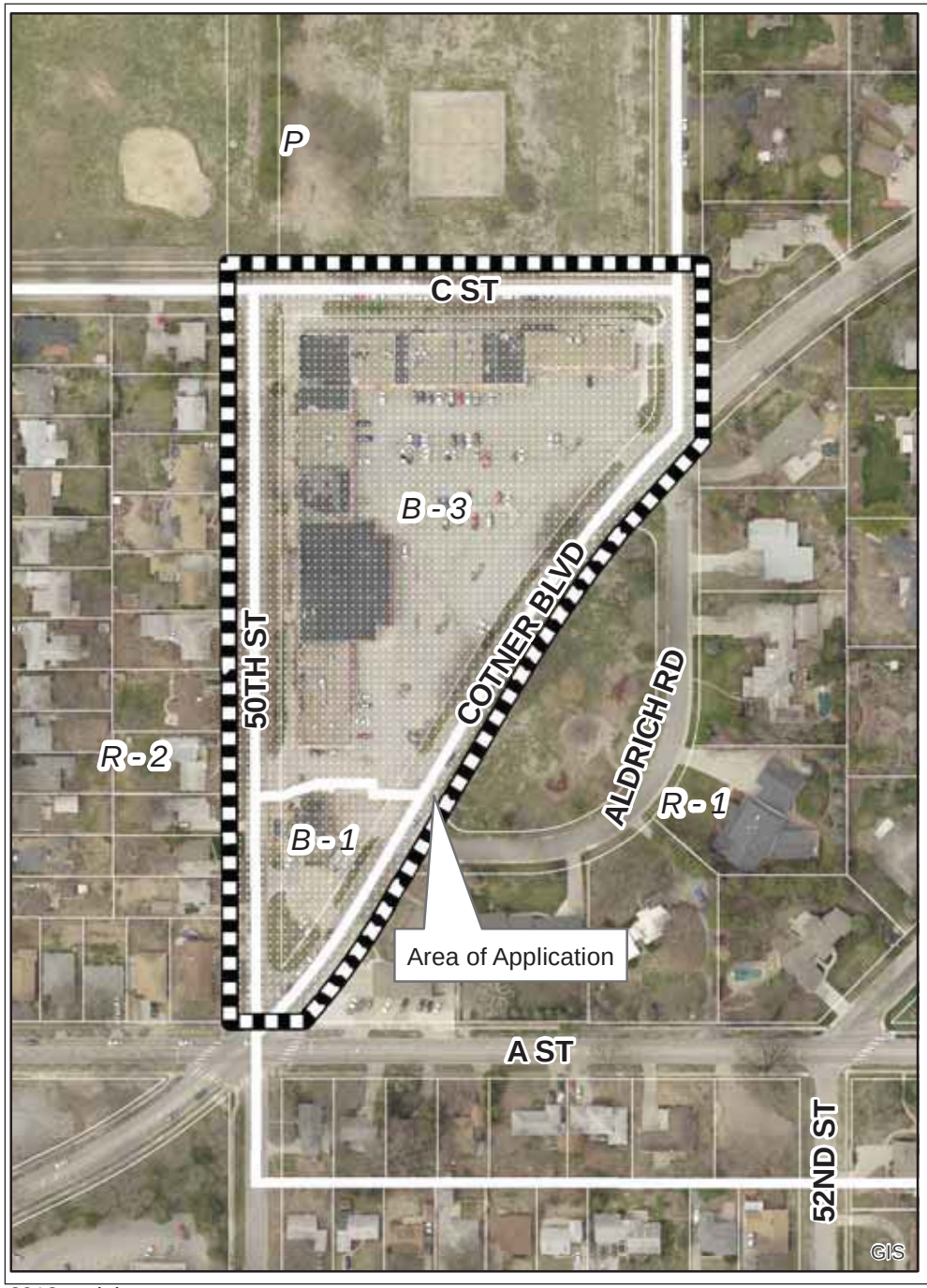
PIEDMONT SHOPPING CENTER, LLC,
a Nebraska limited liability company

By: _____
Title: _____

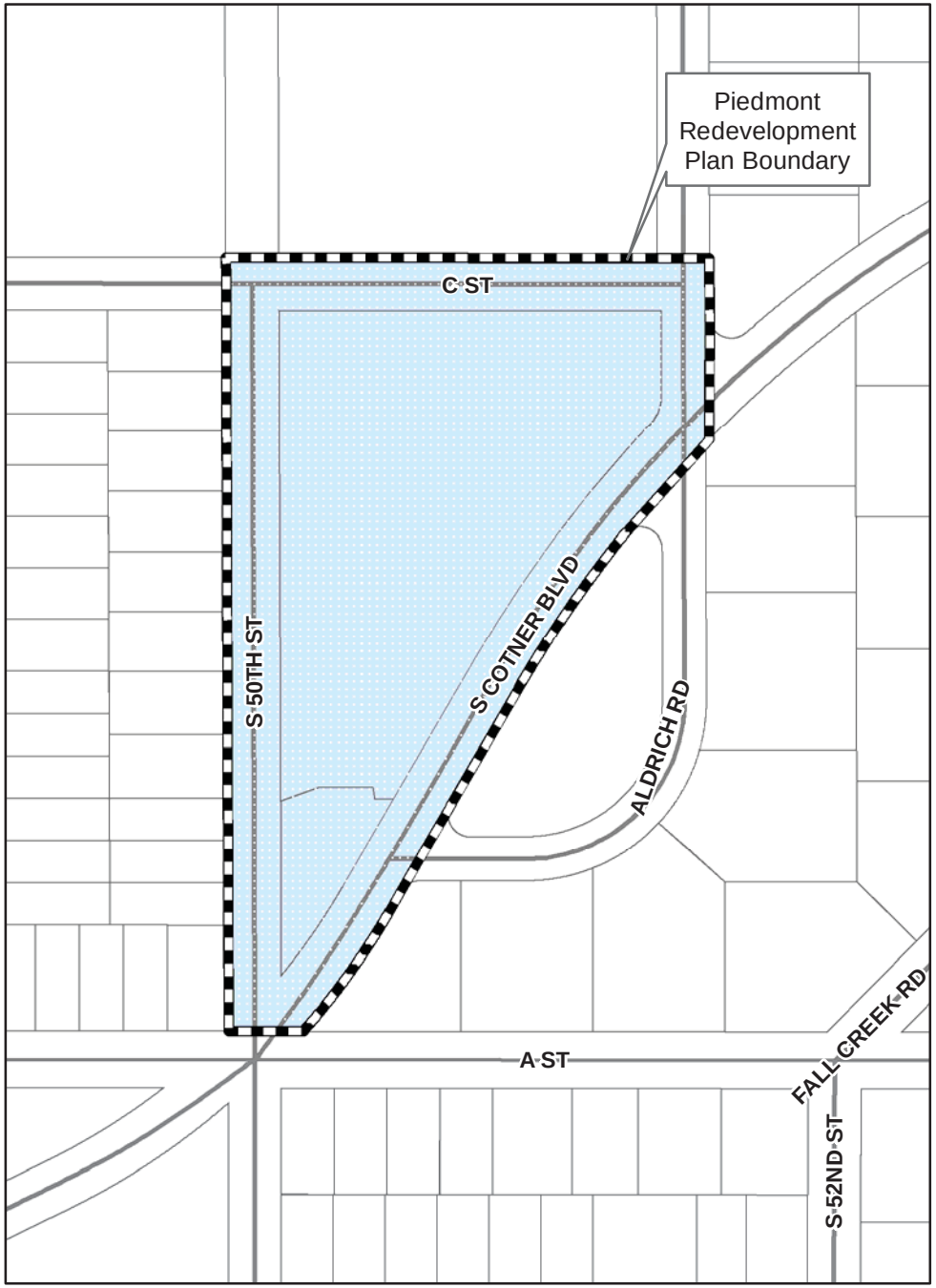
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, _____ of Piedmont Shopping Center, LLC, a Nebraska limited liability company.

_____
Notary Public



2013 aerial



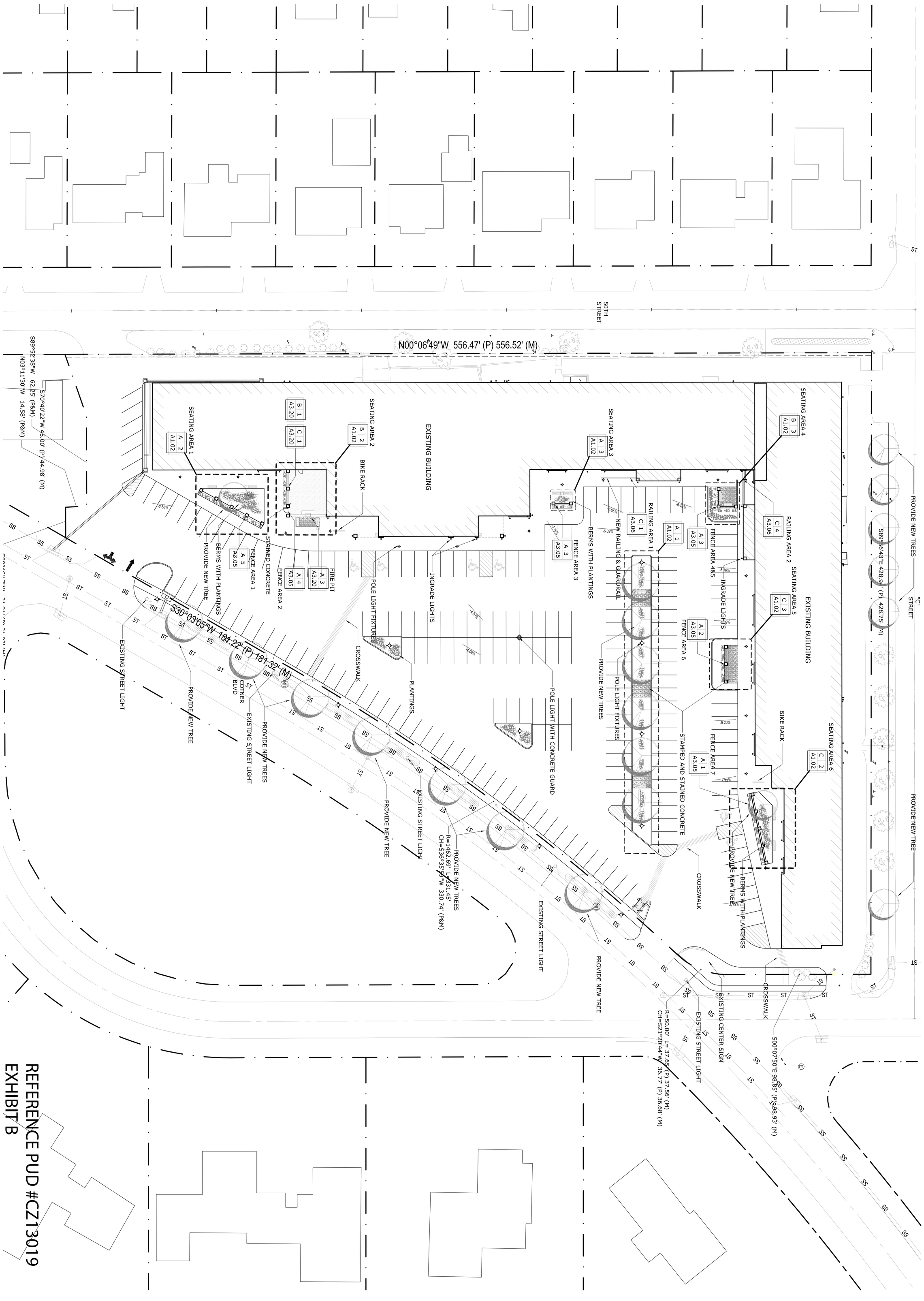
m:\plan\arcview\CPCRevelopmentAreaDrawings.mxd (CPC13018)

Comprehensive Plan Conformance #13018

Piedmont Redevelopment Plan

EXHIBIT A

N O T I C E O U R E T C E T E R A + B E I N S P I R E D B Y O U R A R C H I T E C T U R E



REFERENCE PUD #CZ13019
EXHIBIT B

N

A 1
A1.01

SITE PLAN

SCALE: 1" = 30'-0"

A1.01

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13-049

ARCHITECT
CRISTY K. JOY
A-2535
STATE OF NEBRASKA

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013
PERMIT SET FOR:
November 22, 2013
LANDSCAPE REVISIONS
DECEMBER 17, 2013

Exterior Building Remodel

Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska

SITE PLAN

Ayars & Ayars, Inc.
2436 North 48th Street
Lincoln, Nebraska 68504
ph: 402 435 8600
fx: 402 464 6810
www.ayarsayars.com

ARCHITECTURE ETCETERA
2436 North 48th Street
Lincoln, Nebraska 68504
ph: 402 464 6600
fx: 402 464 6810

ARCHI + ETC. LLC
ARCHITECTURE ETCETERA

EXHIBIT B

Exhibit "C"

SOURCES AND USES OF FUNDS

Sources of Funds

Redeveloper		$4,700,000.00
City of Lincoln Tax Increment Financing (TIF)		$757,750.00
Total Sources of Funds		**$5,457,750.00**

Uses of Funds

Redeveloper:		
• Construction Costs		$3,995,165.00
• Public Streetscape Improvement - Landscaping		$19,480.00
• Parking Lot		$281,849.00
• Pedestrian Improvements		$338,042.00
• Site Preparation/demolition		$65,464.00
Total Redeveloper:		$4,700,000
City of Lincoln TIF Priorities:		
• Bond Issuance		$10,000.00
• Public Enhancements		$640,989.00
Façade	$632,559	
Energy Enhancements, landscaping/ Parking Lot	$8,430	
• Site Preparation		$4,405
• Public Streetscape Improvements (Sidewalks, Curb & Gutter, Landscaping)		$102,356
Total TIF:		$757,750.00
Total Uses of Funds		**$5,457,750.00**

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ARCHI ETC.LLC
ARCHITECTURE ETCETERA

Exhibit "D-1"

Exhibit "D-1"

Exhibit "D-1"

Exhibit "D-1"

The shopping center was the first of its kind in the City of Lincoln in the 1950's. The building was built in 1956 and had improvements in 1997. Our design goal is to restore the center to become a focal point of the Piedmont area.

The new improvements to the complex will be clearly visible from South Cotner. The new entry design uses stucco and stone to complement the existing limestone façade. The awnings will be located between the new entries and over the existing storefront windows. The material pallet of the new building will be selected to compliment that of the existing stone of the building and creates a significant feel. The neighborhood views of the shopping center will be well maintained, landscaped and nearly invisible to the residences. The current building is below 50th street with the existing grade and our design creates additional screening with the landscaping.

Material Selection

The selected the material and colors that will be provided for the improvements are:

- New stone veneer will be the Cliffstone style in Manzanita by Eldorado Stone.
- New capstone at stone veneer areas will be the Earth color by Eldorado Stone.
- The grout used in the stone veneer will be Laticrete's #27 Hemp colored grout.
- Stucco finishes at new façade areas will be a Sto Medium Sand finish in Ramie SW6156.
- New cornices will receive a Sto Medium Sand finish in Macre SW6154.
- New fabric awnings will be Sunbrella fabric in Black.

Façade Structure

Structural steel framing will be provided as indicated in the project drawings at the new façade build-outs. Structural fasteners will be set into the existing CMU walls and anchored as necessary at locations where the new façade attaches to the existing building.

The new major enhancements will create a dynamic center that is locally owned. The area specialty shops and café and restaurant will have a Lincoln Nebraska flavor for the clientele in the neighborhood. It will be an attraction you can come and have coffee, grab some flowers and do your neighborhood shopping.

Exhibit "D-1"

The Sitescape and Landscape improvements enhance the current elements of the existing façade. Landscaping and vegetation will be selected based on its ability enhance the street scape on the South Cotner facades and to screen the building on 50th and C streets. An accessible sidewalk will wrap the building and link to the public right-o-way in multiple locations. We will have a neighborhood center that will complimentary the Piedmont neighborhood.

A boulevard using the drive isles and an island with stamped concrete walkways has been located on the site. Green areas in the new pedestrian boulevard along the building, parking lot islands and city right-of-way will be planted with a combination of annual, perennial, and woody plant stock to meet the aesthetic design as indicated in the project drawings.

Lawn Irrigation System

Green areas and hanging planters will be provided irrigation sprinkler systems.

- Drip lines will be provided to hanging basket planters at new light poles as indicated on the drawings.
- Planter beds in the pedestrian boulevard will receive irrigation sprinklers.
- Planter beds in parking lot islands will receive irrigation sprinklers.
- The City right-of-way along South Cotner Boulevard will receive irrigation sprinklers.
- Yard hydrants will be provided at 8 locations where new irrigation system is installed on the east and south sides of the center. Hydrants will be installed near control boxes of new irrigation system in a recessed box to limit potential tampering and damage.

Fencing with a prairie grass graphic and stone pillars will identify the eating areas and screen the parking lot. Ornamental handrail, metal fence, seating and receptacles will be of the Tallgrass design by SiteScapes

- Fourteen (14) – 10’-0” fence panels
- One (1) – fence and hand rail system at handicap ramp and stair
- One (1) – fence and handrail system at sloped grade transition
- Two (2) – surface mounted handrails will be provided at transition areas adjacent to the building. These handrails will be a single pipe rail with powder coat finish to match decorative fence panels.
- One (1)- swinging gate
- Thirteen (13) benches with back panels
- Nine (9) trash receptacles
- Two (2) bicycle racks

The new asphalt paving at patch-back areas shall be 6” asphalt paving with a 4” base and a 2” topping. The parking lot will receive a hot-pour crack sealant after patching and overlays are complete and asphalt sealant after paving repair work is complete.

Exhibit "D-1"

Sidewalks shall be 4” thick concrete. A turned down edge shall be provided when sidewalks are adjacent to parking lot paving. Sidewalks adjacent to the building will be reinforced with ASTM Designation A497, Grade 60 Welded Wire Fabric. New concrete curb and gutter systems will be provided. A light to medium broom finish and one coat of a concrete curing compound will be applied to exterior concrete paving. Sawn control joints will be provided on exterior concrete paving utilizing “Soff-Cut” cutting technology and will be placed according to ACI requirements.

A new storm sewer system will collect storm water from the existing roof downspouts and parking lot to convey runoff to the City’s storm system along South Cotner Boulevard will be installed including:

- 2 new Nyloplast catch basins with curb inlets
- 2 new area drains
- 3 new catch basins at directional changes in the storm system
- The new system will connect to existing roof downspouts at five (5) locations
- 1 new 72” type A-2 area inlet
- 1 new sidewalk trench drain
- The new storm sewer system will tie into the City’s system at two locations as shown on the drawings

The Site lighting includes up lights on the building, new parking lot lighting with pole fixtures and street lighting with pole fixtures. The City of Lincoln parking light standards are followed for the light levels in the parking lot. The new lighting pole fixtures are selected for beauty and to provide hanging flower baskets or seasonal banners.

The light fixtures that will be installed with the project and on the site are:

- Thirty-four (34) in-grade up-lights with clear lenses will be installed at new façade columns.
- Sixteen (16) 10’-0” decorative pole lights will be installed at the new wider sidewalk areas.
- Six (6) 12’-0” decorative pole lights will be installed at the parking lot as indicated in the drawings.
- One (1) 10’-0” decorative pole light will be installed on a 2’-0” concrete pedestal in the parking lot as indicated in the drawings.
- Six (6) 8’-0” decorative pole lights will be installed along the City Right of Way.
- Electrical supply will be provided for new and future signage at new parapet façades from existing tenant spaces.
- Eleven (11) recessed can lights will be provided at new build-outs and two existing canopies receiving new soffit.
- Existing wall packs at the rear of the building will be replaced with LED units.

The site improvements summary includes:

- Better Parking options with 197 parking stalls.
- 1480 square feet of exterior seating patios and outdoor dining.
- A new 6 foot sidewalk adjacent to the parking lot and parallel to Cotner Boulevard set back 15 feet.
- Within the parking and building sidewalk are 4360 square feet of landscaping areas.
- Within the Public Right-o-way landscape with flowers, trees and grass area covers 29220 square feet

Exhibit "D-1"

NOTICE OUR ETCETERA - BE INSPIRED BY OUR ARCHITECTURE

PIEDMONT SHOPPING CENTER, LLC.

1265 SOUTH COTNER BLVD.

LINCOLN, NE 68510

ARCHITECT & COORDINATING PROFESSIONAL:	Cristy K. Joy, AIA, LEED AP, NCARB License No. A-2535 Archi + Etc L.L.C 2436 North 48th Street Lincoln, Nebraska 68504	
GENERAL CONTRACTOR:	Ayers & Ayers, Inc. 2436 North 48th Street Lincoln, Nebraska 68504	402.435.0000
CIVIL ENGINEER:	E & A Consulting 7136 South 29th Street Lincoln, Nebraska 68516	402.420.7277
STRUCTURAL ENGINEER:	Structural Design Group 418 South 7th Street Lincoln, Nebraska 68508	402.438.7788
MECHANICAL ENGINEER:	Advanced Engineering Systems 4630 Antelope Creek Road Lincoln, Nebraska 68506	402.488.5075
ELECTRICAL CONTRACTOR:	Empire Electric, Inc. 8200 Daly Drive Lincoln, Nebraska 68507	402.898.1877

CODE BOOK:	IBC 2009 2000 NFPA 101
LEGAL DESCRIPTION:	Mark Plaza, Lot 1
ZONE:	B-1, PUD No. 13019
OCCUPANCY:	M
TYPE OF CONSTRUCTION:	II-B
EXISTING BUILDING AREA:	50,506 s.f.
NEW ADDITION AREA:	0 s.f.
ACTUAL HEIGHT:	Varies
SPRINKLERED:	Partial
FLOOD PLAIN:	No
SPECIAL PERMIT:	No

JOB DESCRIPTION: Exterior Renovations
SUBMITTED FOR PERMIT: December 2, 2013

Cover Sheet

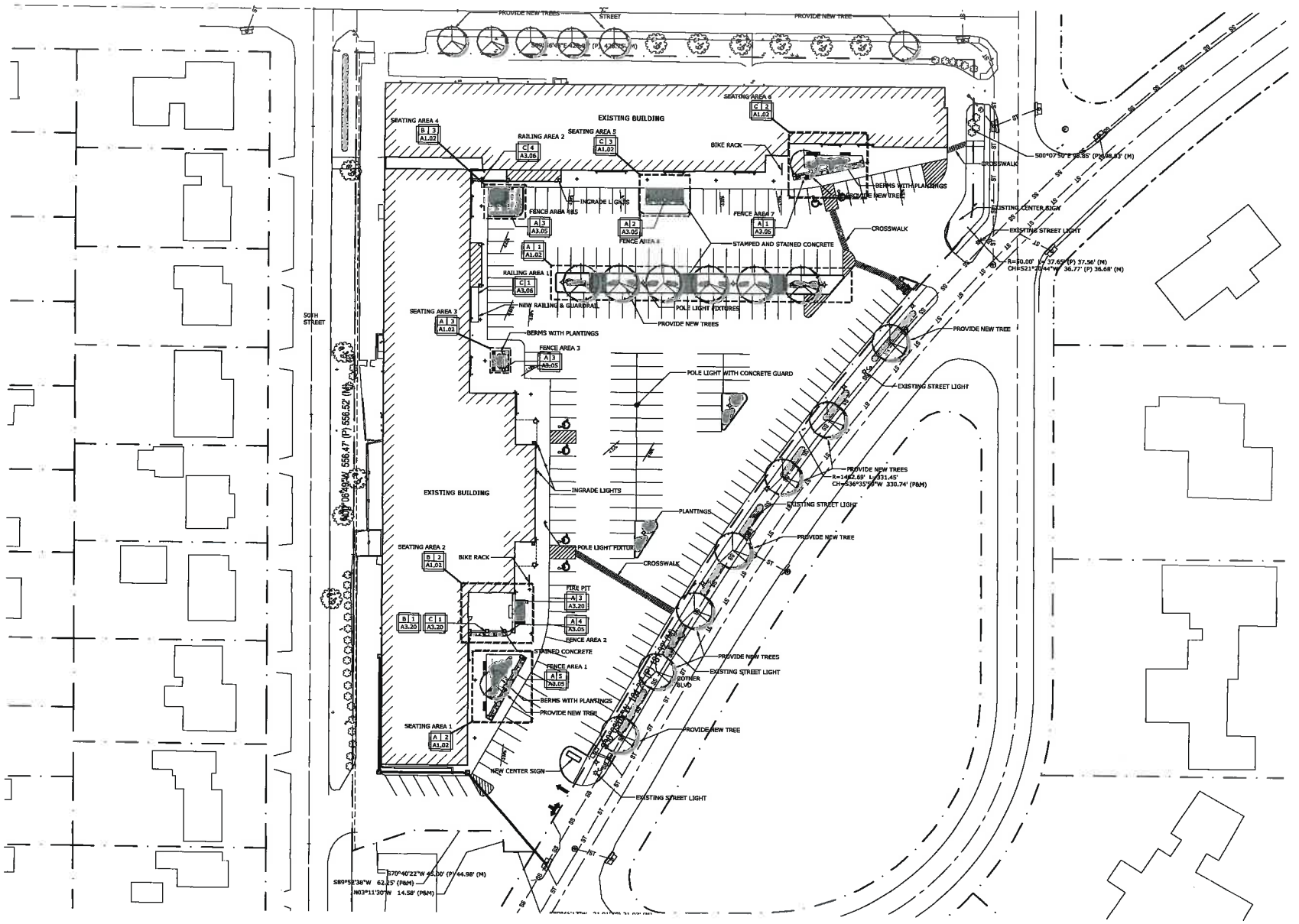
A1.01	Site Plan
A1.02	Site Plan Detailed Area
A1.03	Landscape Plan
C1.0	Paving Demo Plan
C2.0	Paving Demo Plan
C2.1	Detail Paving Demo Plan
C2.2	Detail Paving Demo Plan
C3.0	Site Storm Sewer Plan
A2.01	Floor Plan
A2.02	Floor Plan Details
A3.00	Elevation Demo/Plan
A3.01	Overall Elevations
A3.02	Detailed Elevations
A3.03	Detailed Elevations
A3.04	Detailed Elevations
A3.05	Fence Elevations
A3.06	Fence/Railing/Sign Elevations
A3.20	Fence Column/Fire Pit Details
A3.21	Wall Sections
A3.22	Wall Sections
A5.01	Door Schedule & Wall Types
S1.01	Structural Notes
S2.01	Foundation Plan
S2.02	Foundation Plan
S3.01	Structural Details
S3.02	Structural Details
S3.03	Structural Details
E1.00	Site Lighting Plan
E1.1	Electrical Specifications

ARCHI + ETC.LLC

ARCHITECTURE ETCETERA

CRISTY K. JOY A-2535

Exhibit "D-2"



SITE PLAN
SCALE: 1" = 30'-0"

A1.01

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Exterior Building Remodel
Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska
SITE PLAN

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PERMIT SET FOR:
November 22, 2013

LANDSCAPE REVISIONS
DECEMBER 17, 2013

ARCHITECT
CRISTY K. JOY
A-2535
STATE OF NEBRASKA

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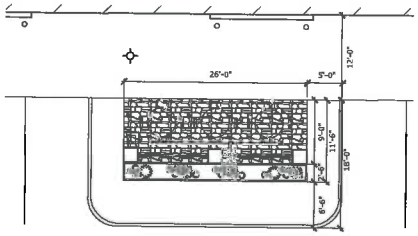
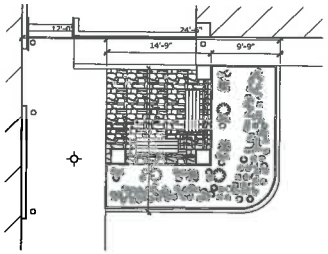
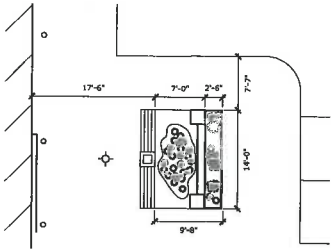


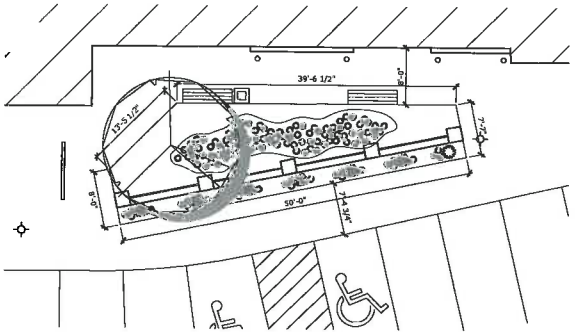
N C 3 A1.02 SEATING AREA 5
SCALE: 1/8" = 1'-0"



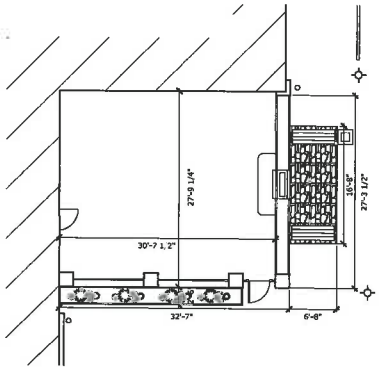
N B 3 A1.02 SEATING AREA 4
SCALE: 1/8" = 1'-0"



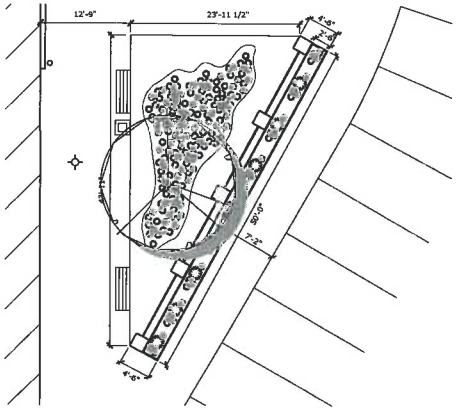
N A 3 A1.02 SEATING AREA 3
SCALE: 1/8" = 1'-0"



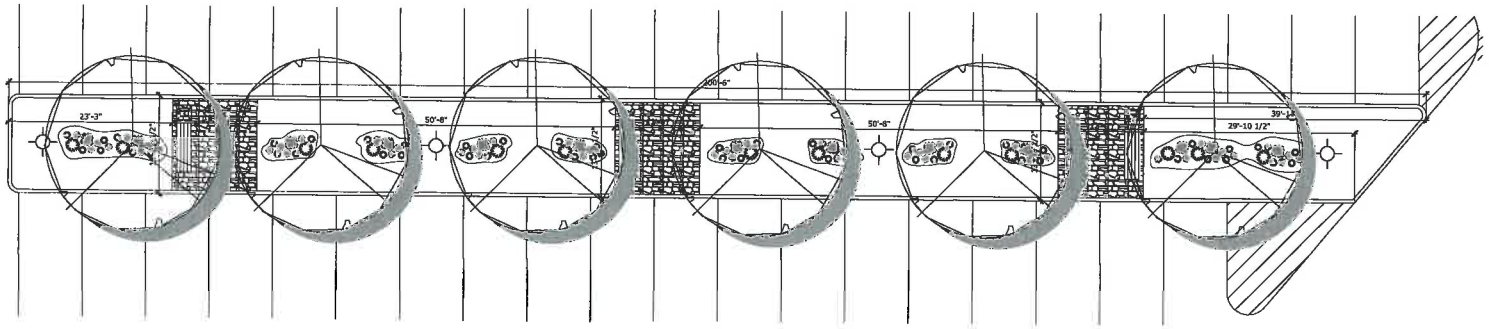
N C 2 A1.02 SEATING AREA 6
SCALE: 1/8" = 1'-0"



N B 2 A1.02 SEATING AREA 2
SCALE: 1/8" = 1'-0"



N A 2 A1.02 SEATING AREA 1
SCALE: 1/8" = 1'-0"



N A 1 A1.02 PLAN DETAIL AREA
SCALE: 1/8" = 1'-0"

N O T I C E O U R E T C E T E R A B E I N S P I R E D B Y O U R A R C H I T E C T U R E

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Exterior Building Remodel
Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska
SITE PLAN DETAILED AREAS

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PERMIT SET FOR:
November 22, 2013

LANDSCAPE REVISIONS
DECEMBER 17, 2013

ARCHITECT
CRISTY K. JOY
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STATE OF NEBRASKA

13-049

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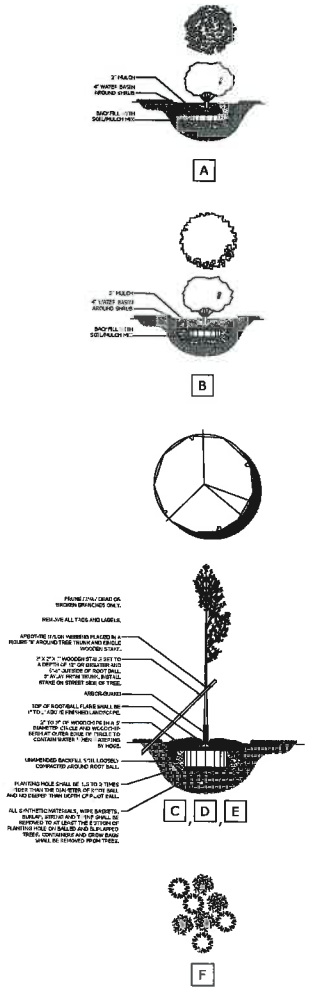

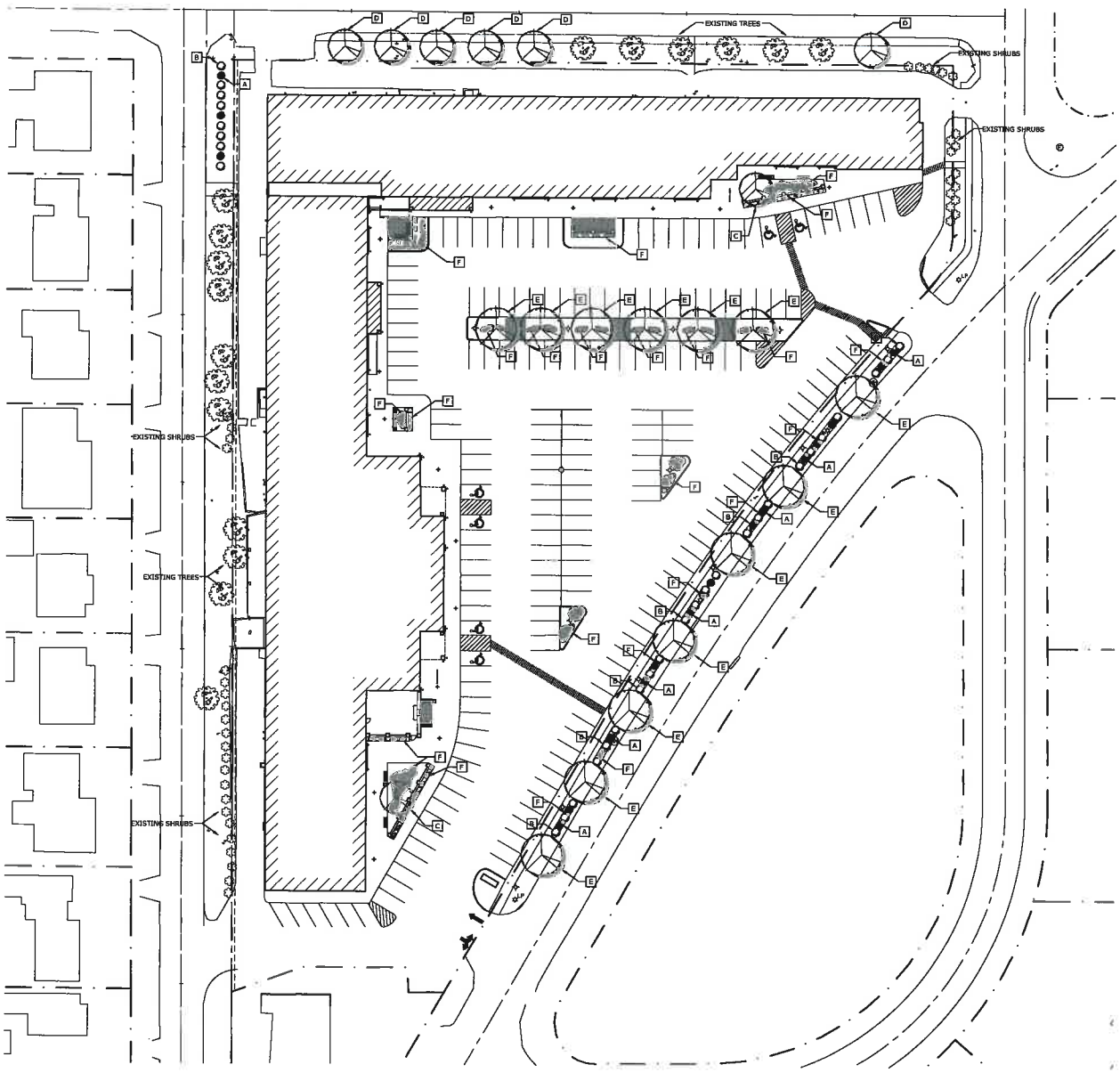

LANDSCAPE SITE PLAN

A1 / A1.01

SCALE: 1" = 30'-0"

LANDSCAPING (BY OWNER)

MARK	QTY.	
A	17	PARKING SCREEN ARE GARLAND SPIREA (SPIREA X ARGUTA) AT 6'-0" ± ON CENTER B&B METHOD 18" - 24" SIZE 5' SPREAD 5' HIGH (MIN 25% OF SCREENING)
B	31	PARKING SCREEN ARE YEW, DENSIFORM (TAXUS X MEDIA DENSIFORMIS) AT 6'-0" ± ON CENTER B&B METHOD 18" - 24" SIZE 5' SPREAD 5' HIGH (MAX 75% OF SCREENING)
C	2	ORNAMENTAL SCREENING TREES ARE CHANTICLEER PEAR (PYRUS CALLERYANA 'GLEN'S FORM') 1" MIN DIA.
D	6	ORNAMENTAL SCREENING TREES ARE IVORY SILK JAPANESE LILAC TREE (SYRINGA RETICULATA) 1" MIN DIA.
E	13	SHADE SCREENING TREES ARE RED MAPLE AUTUMN SPIRE (ACER RUBRUM) 1" MIN DIA.
F	--	ANNUAL AND PERENNIAL FLOWERS AND GRASSES (SIZES VARY)

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Exterior Building Remodel

Piedmont Shopping Center
1265 S. Coner Blvd.
Lincoln, Nebraska

SITE PLAN

Date Started:
4-8-13

REVISED SET FOR:
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PERMIT SET FOR:
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LANDSCAPE REVISIONS
DECEMBER 17, 2013

ARCHITECT
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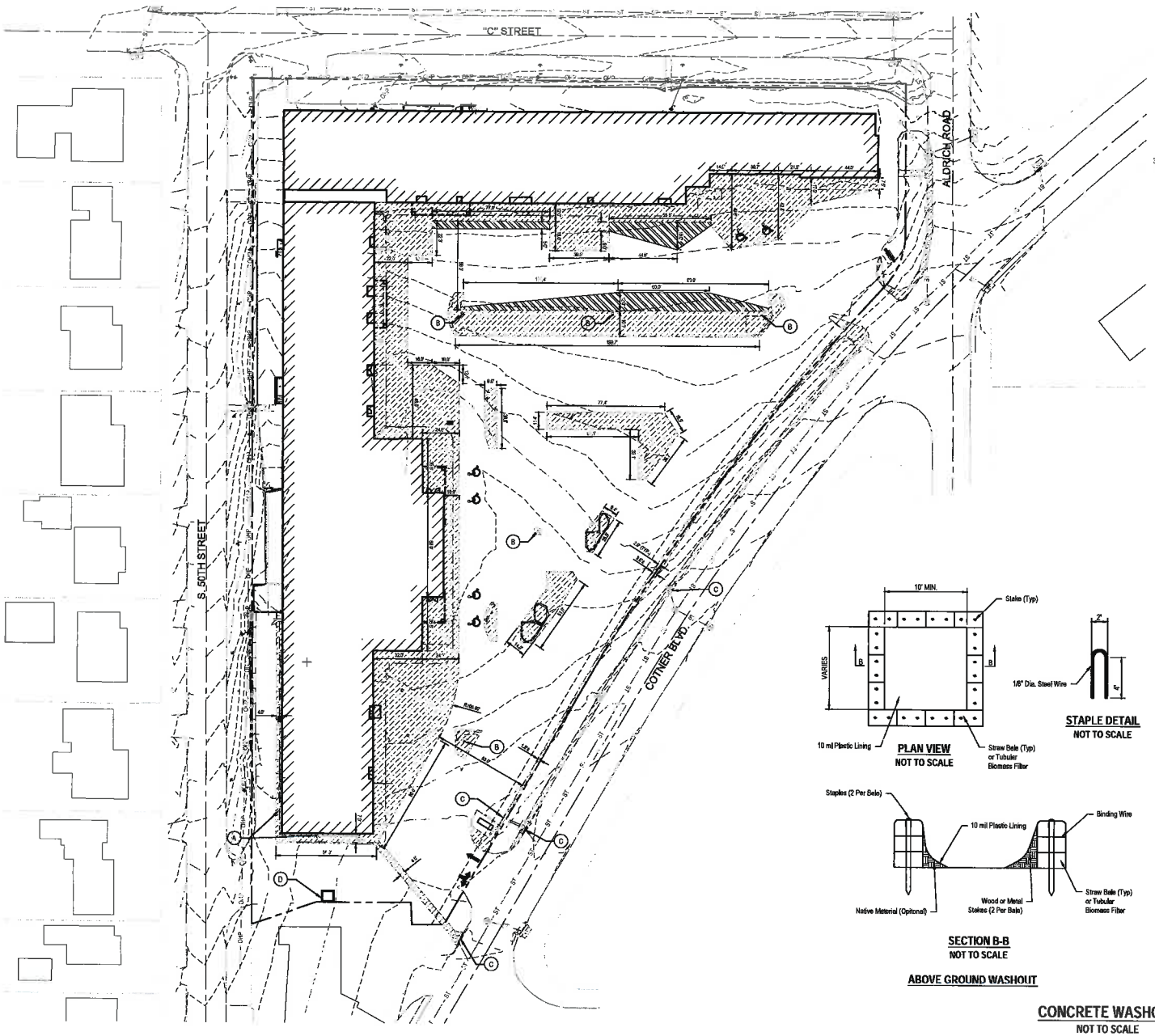

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LEGEND

- PAVEMENT REMOVAL
- MILL ASPHALT SURFACE COURSE
- (A) REMOVE SLOTTED TRENCH
- (B) REMOVE LIGHT POLE
- (C) INSTALL CURB INLET SEDIMENT FILTER
- (D) CONCRETE WASH-OUT

SEDIMENT & EROSION CONTROL NOTES:

1. THE CONCRETE WASH-OUT SHALL BE CONSTRUCTED PRIOR TO PLACEMENT OF ANY CONCRETE AND REMAIN IN PLACE UNTIL PAVING OPERATIONS ARE COMPLETE.
2. CURB INLET SEDIMENT FILTERS SHALL BE TUBULAR BIOMASS OR SIMILAR PRODUCT DESIGNED TO PREVENT SEDIMENT FROM ENTERING THE STORM SEWER INLET. REFER TO LSP-178 FOR INSTALLATION DETAILS.
3. SEDIMENT FILTERS SHALL BE INSTALLED PRIOR TO SIDEWALK OR TREE REMOVAL AND GRADING WITHIN THE COTNER BLVD RIGHT-OF-WAY AND SHALL REMAIN IN PLACE UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED.
4. THE CONTRACTOR SHALL INSPECT THE CONDITION OF THE SEDIMENT FILTERS WEEKLY AND AFTER RAINFALL EVENTS OF ½" OR GREATER. ACCUMULATED SEDIMENT BEHIND THE FILTERS SHALL BE REMOVED AS NECESSARY TO MAINTAIN PROPER FUNCTION.

PLAN VIEW
NOT TO SCALE

STAPLE DETAIL
NOT TO SCALE

SECTION B-B
NOT TO SCALE

ABOVE GROUND WASHOUT

Notes:

1. Temporary concrete washout facilities shall be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses. Each facility shall be located away from construction traffic or access to prevent distrubance or tracking.
2. A sign shall be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
3. Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
4. Washout of concrete trucks shall be performed in designated areas only.
5. Only concrete from mixer truck chutes shall be washed into concrete washout. Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed of offsite.
6. Once concrete wastes are washed into the designated area and allowed to harden, the concrete shall be broken up, removed, and disposed of properly.
7. Lath and flagging shall be of the commercial type.
8. Plastic lining materials shall be a minimum of 10 mil polyethylene sheeting and shall be free of holes, tears, or other defects that compromise the impermeability of the material.

*Concrete Washout Referenced from California Stormwater BMP Handbook, Construction.

CONCRETE WASHOUT
NOT TO SCALE

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Piedmont Building Remodel
Steve Glenn
1255 S. Cotner Blvd.
Lincoln, Nebraska
PAVING DEMOLITION PLAN

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PROFESSIONAL CIVIL ENGINEER
RICHARD D. ONNEN
E-10856
STATE OF NEBRASKA

13-049

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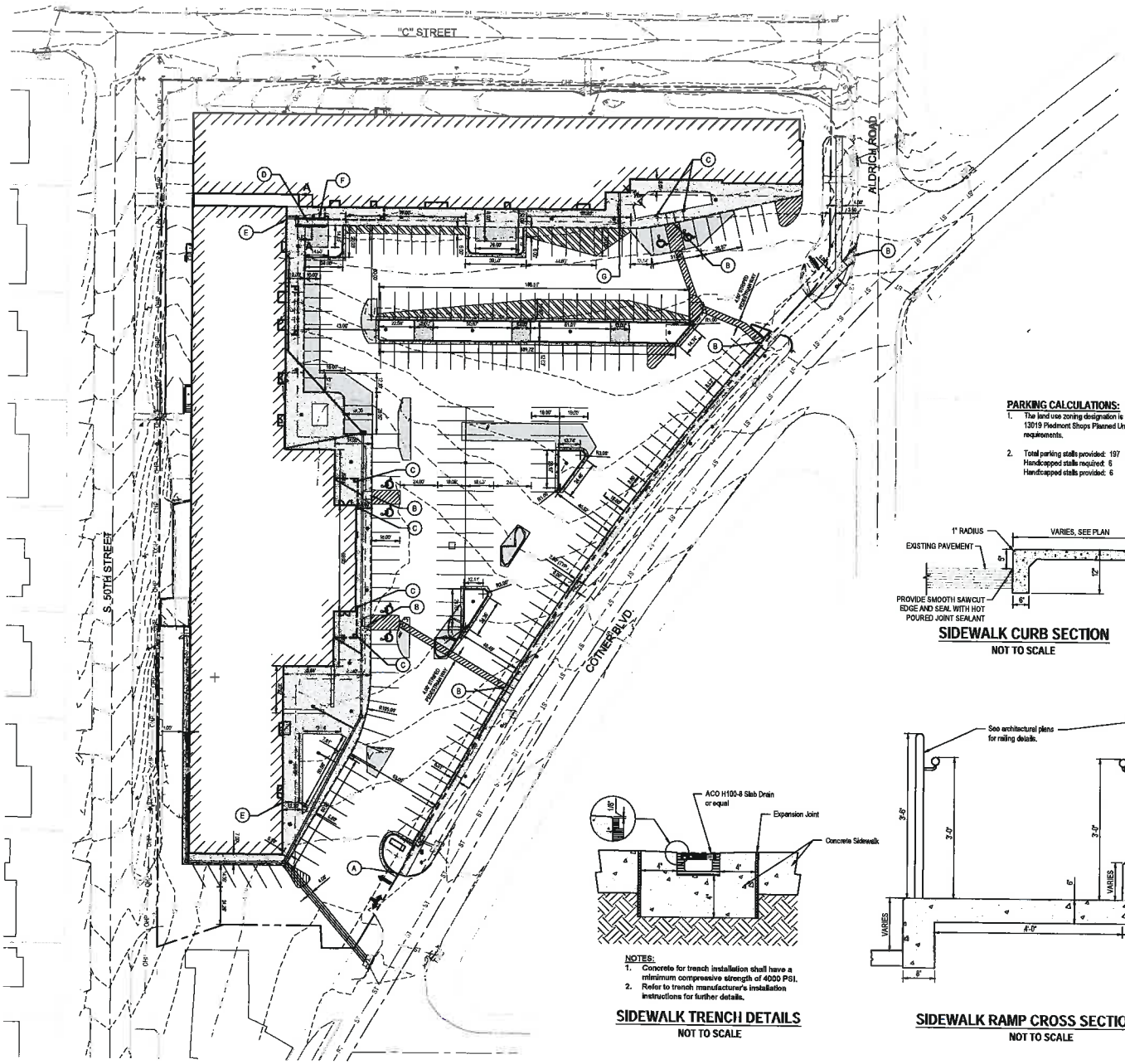


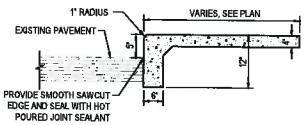
1 inch = 30 ft.

SITE PAVING NOTES:

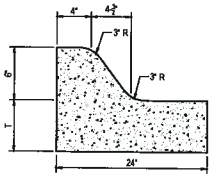
1. All site paving work shall be completed in accordance with City of Lincoln 2011 Standard Specifications for Municipal Construction.
2. Asphalt Surface Course Pavement shall be Type 2 as defined in Chapter 6 of the City of Lincoln Standard Specifications.
3. Concrete base for parking lots shall be type LB-3500 as defined by the City of Lincoln Standard Specifications.
4. All concrete for curbs, and sidewalks shall be type L-3500 as defined by the City of Lincoln Standard Specifications.
5. Contraction joints shall be be constructed in all concrete pavement at spacing not to exceed 15 feet.
6. Subgrade for new pavement shall be compacted to a uniform density of not less than 95% of the maximum density as determined by AASHTO Standard Method T99).

PARKING CALCULATIONS:

1. The land use zoning designation is B3-PUD, refer to Change of Zone N. 13019 Piedmont Shops Planned Unit Development for detailed requirements.
2. Total parking stalls provided: 197
   Handicapped stalls required: 6
   Handicapped stalls provided: 6



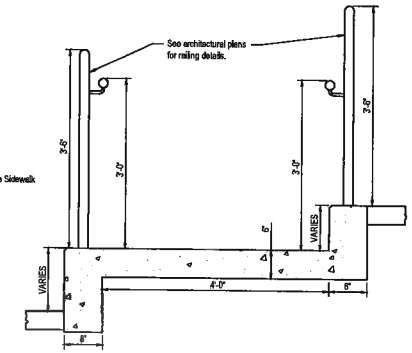
SIDEWALK CURB SECTION
NOT TO SCALE



CONCRETE CURB AND GUTTER DETAIL
NOT TO SCALE

NOTES:
1. Concrete for trench installation shall have a minimum compressive strength of 4000 PSI.
2. Refer to trench manufacturer's installation instructions for further details.

SIDEWALK TRENCH DETAILS
NOT TO SCALE



SIDEWALK RAMP CROSS SECTION A-A
NOT TO SCALE

LEGEND

- NEW PAVEMENT 2" ASPHALT ON 5" CONCRETE BASE
- ASPHALT OVERLAY
- CONCRETE SIDEWALK
- PATTERNED & STAINED CONCRETE PAVEMENT
- CONCRETE CURB AND GUTTER
- SIDEWALK CURB
- (A) CURB TAPER, L = 4'
- (B) HANDICAPPED CURB RAMP
- (C) HANDICAPPED PARKING SIGN
- (D) SIDEWALK RAMP
- (E) CONCRETE STEPS
- (F) RETAINING WALL
- (G) SIDEWALK TRENCH DRAIN

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Piedmont Building Remodel
Steve Glenn
1265 S. Cotner Blvd.
Lincoln, Nebraska
PAVING PLAN

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PROFESSIONAL CIVIL ENGINEER
RICHARD N. ONNEN
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STATE OF NEBRASKA

13-049

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C2.0

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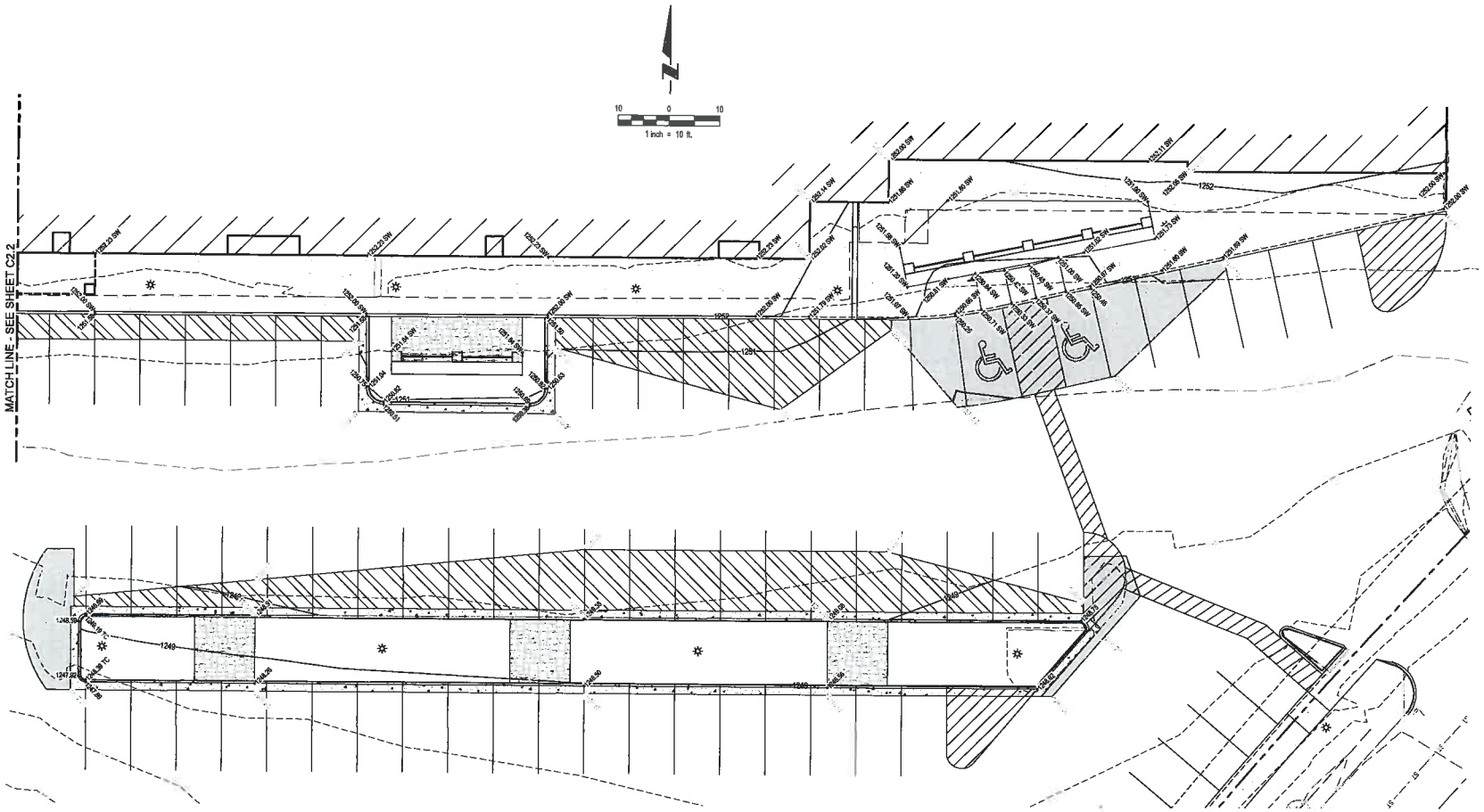

LEGEND

- ASPHALT PAVEMENT
- ASPHALT OVERLAY
- CONCRETE SIDEWALK
- CONCRETE CURB AND GUTTER
- SIDEWALK CURB
- EXISTING PAVEMENT ELEVATION
- PROPOSED PAVEMENT ELEVATION

NOTE: Spot elevations are to top of pavement unless as noted.
SW = Top of Sidewalk
TC = Top of Curb
TW = Top of Wall

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Piedmont Building Remodel
Steve Glenn
1265 S. Cotner Blvd.
Lincoln, Nebraska
PAVING SPOT ELEVATION PLAN

Date Started:
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REVISED SET FOR:
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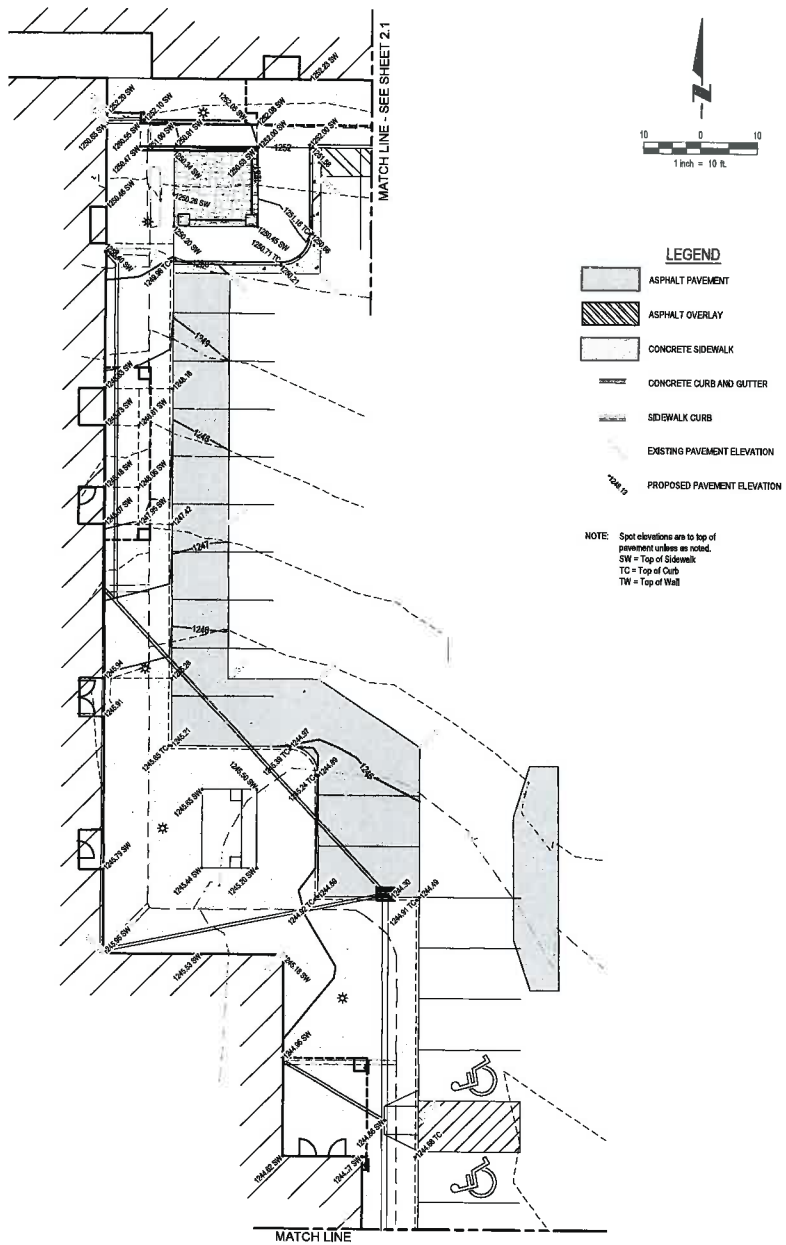

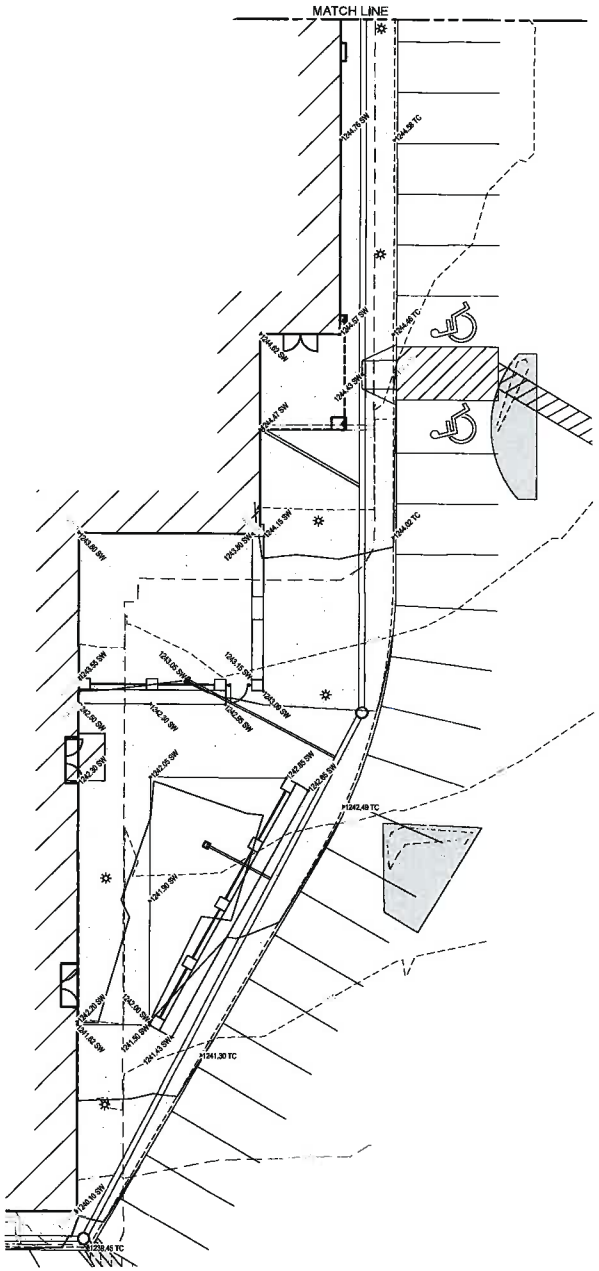

ARCHI ETC. LLC
ARCHITECTURE ETCETERA

Ayers & Ayers, Inc.

Engineering Answers

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Steve Glenn
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Lincoln, Nebraska
PAVING SPOT ELEVATION PLAN

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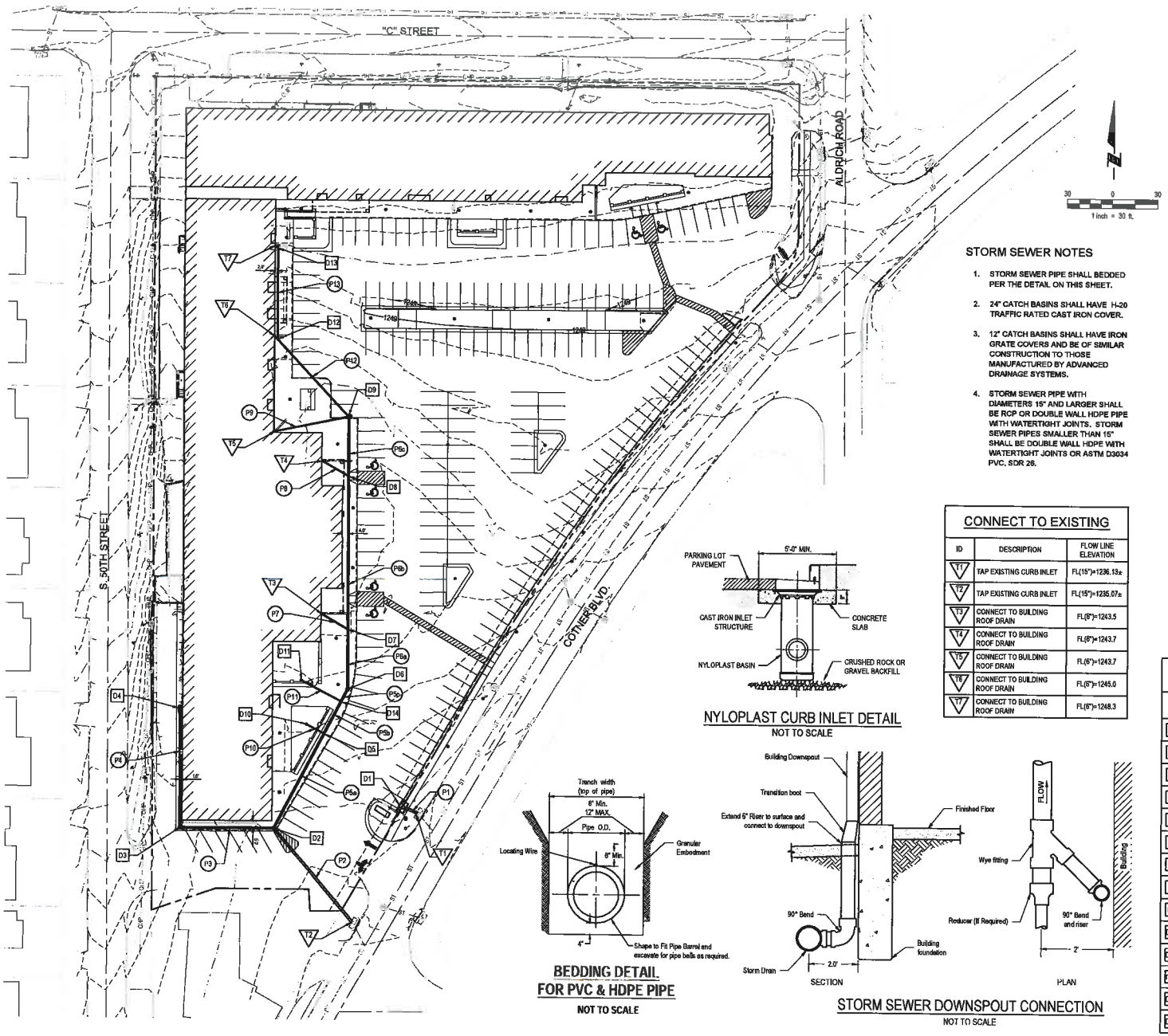

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STORM SEWER NOTES

1. STORM SEWER PIPE SHALL BEDDED PER THE DETAIL ON THIS SHEET.
2. 24" CATCH BASINS SHALL HAVE H-20 TRAFFIC RATED CAST IRON COVER.
3. 12" CATCH BASINS SHALL HAVE IRON GRATE COVERS AND BE OF SIMILAR CONSTRUCTION TO THOSE MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS.
4. STORM SEWER PIPE WITH DIAMETERS 15" AND LARGER SHALL BE RCP OR DOUBLE WALL HDPE PIPE WITH WATERTIGHT JOINTS. STORM SEWER PIPES SMALLER THAN 15" SHALL BE DOUBLE WALL HDPE WITH WATERTIGHT JOINTS OR ASTM D3034 PVC, SDR 26.

CONNECT TO EXISTING

ID	DESCRIPTION	FLOW LINE ELEVATION
T1	TAP EXISTING CURB INLET	FL(15")=1236.13±
T2	TAP EXISTING CURB INLET	FL(15")=1235.07±
T3	CONNECT TO BUILDING ROOF DRAIN	FL(6")=1243.5
T4	CONNECT TO BUILDING ROOF DRAIN	FL(6")=1243.7
T5	CONNECT TO BUILDING ROOF DRAIN	FL(6")=1243.7
T6	CONNECT TO BUILDING ROOF DRAIN	FL(6")=1245.0
T7	CONNECT TO BUILDING ROOF DRAIN	FL(6")=1248.3

NYLOPLAST CURB INLET DETAIL
NOT TO SCALE

BEDDING DETAIL
FOR PVC & HDPE PIPE
NOT TO SCALE

STORM SEWER DOWNSPOUT CONNECTION
NOT TO SCALE

BUILD STORM SEWER PIPE

ID	START STRUCTURE	END STRUCTURE	DIA.	LENGTH	SLOPE
P1	T1	D1	15"	10'	8.00%
P2	T2	D2	15"	83'	0.84%
P3	D2	D3	12"	63'	1.27%
P4	D3	D4	12"	80'	0.88%
P5a	D2	D5	12"	72'	2.37%
P5b	D5	D14	12"	24'	2.37%
P5c	D14	D6	12"	9'	2.37%
P6a	D6	D7	12"	40'	1.64%
P6b	D7	D8	12"	102'	1.64%
P6c	D8	D9	12"	41'	1.64%
P7	D7	T3	6"	20'	16.67%
P8	D8	T4	6"	20'	9.95%
P9	D9	T5	6"	52'	2.79%
P10	D5	D10	4"	13'	11.23%
P11	D14	D11	4"	30'	7.97%
P12	D9	D12	6"	133	2.03%
P13	D12	D13	6"	131'	2.52%

STORM SEWER STRUCTURE

ID	DESCRIPTION	RIM ELEV.	F.L. ELEV.
D1	72" TYPE A-2 CURB INLET (LSP 101)	1240.25	(15") = 1237.00
D2	24" NYLOPLAST CATCH BASIN WITH SOLID COVER	1240.00	(15") = 1236.25 (12") = 1236.50
D3	24" NYLOPLAST CATCH BASIN WITH SOLID COVER	1241.70	(12") = 1237.30
D4	24" NYLOPLAST CATCH BASIN AND CURB INLET	1240.70	(12") = 1238.00
D5	12" X 4" TEE FITTING	N/A	(12") = 1238.21 (4") = 1238.54
D6	24" NYLOPLAST CATCH BASIN WITH SOLID COVER	1243.00	(12") = 1239.00
D7	12" X 6" WYE FITTING	N/A	(12") = 1239.66 (6") = 1239.91
D8	12" X 6" WYE FITTING	N/A	(12") = 1241.33 (6") = 1241.58
D9	24" NYLOPLAST CATCH BASIN AND CURB INLET	1244.60	(12") = 1242.00 (6") = 1242.25
D10	12" AREA INLET WITH ATRIUM GRATE	1241.25	(4") = 1240.00
D11	12" AREA INLET WITH CAST IRON GRATE	1243.05	(4") = 1241.50
D12	6" x 6" WYE FITTING	1247.12	(4") = 1244.95
D13	6" X 6" WYE FITTING	1250.30	(4") = 1248.25
D14	12" X 4" TEE FITTING	N/A	(12") = 1238.78 (4") = 1239.11

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Piedmont Building Remodel
Steve Glenn
1265 S. Cotner Blvd.
Lincoln, Nebraska
SITE STORM SEWER PLAN

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PROFESSIONAL CIVIL ENGINEER
RICHARD P. OHNEN
E-10054
STATE OF NEBRASKA

13-049

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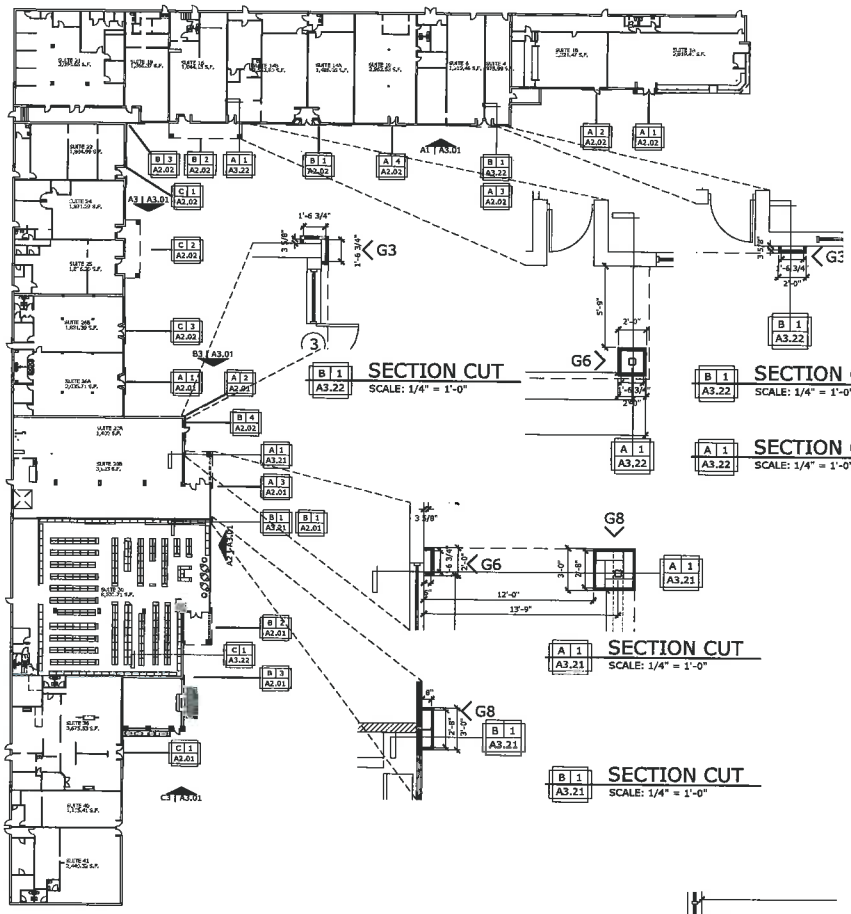
C3.0

Exhibit "D-2"



OVERALL FLOOR PLAN
SCALE: 1" = 30'-0"

SECTION CUT
SCALE: 1/4" = 1'-0"

SECTION CUT
SCALE: 1/4" = 1'-0"

SECTION CUT
SCALE: 1/4" = 1'-0"

SECTION CUT
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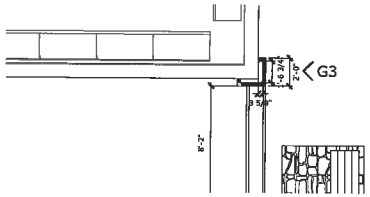
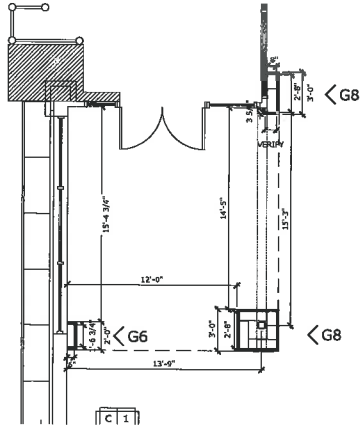
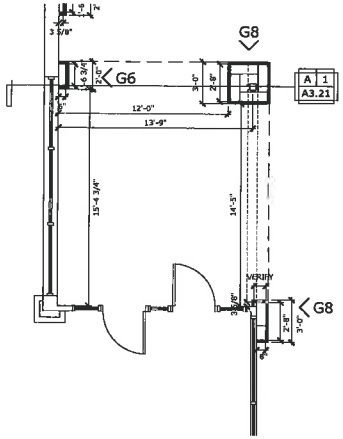
SECTION CUT
SCALE: 1/4" = 1'-0"



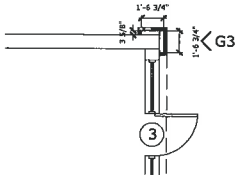
ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



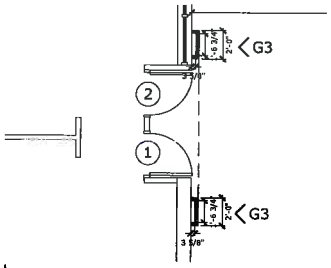
ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



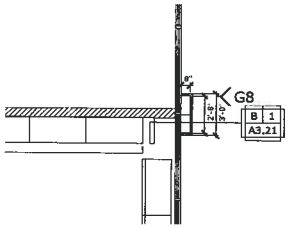
ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



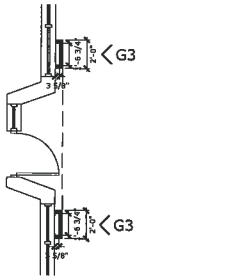
ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"

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Exterior Building Remodel
Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska
FLOOR PLAN

Date Started:
4-8-13

Revised Set On:
October 22, 2013

Permit Set For:
November 22, 2013

ARCHITECT
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A2.01

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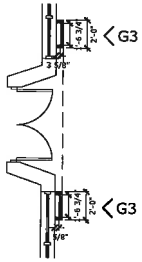
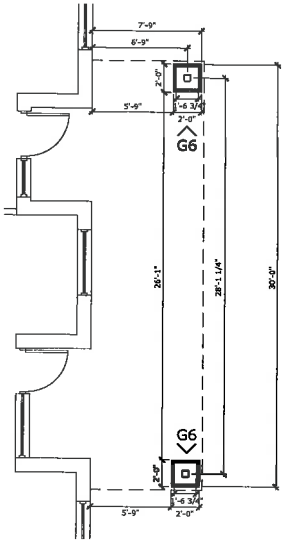


N C 3 A2.02 ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"



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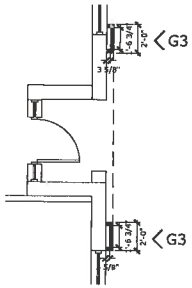

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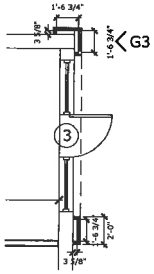

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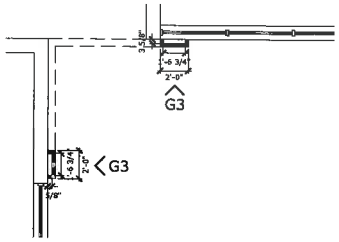

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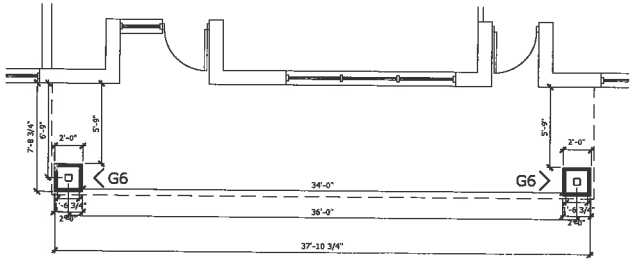

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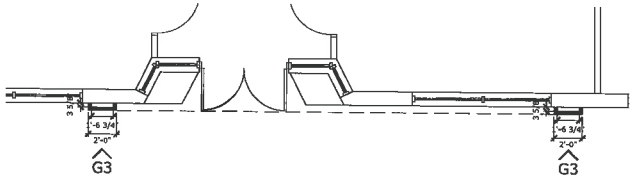

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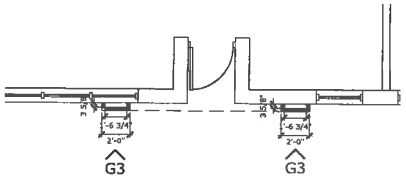

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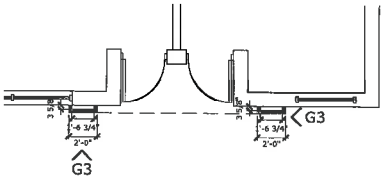
SCALE: 1/4" = 1'-0"



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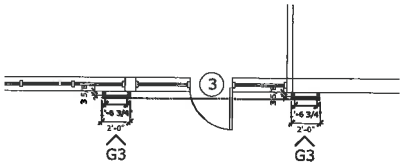
SCALE: 1/4" = 1'-0"



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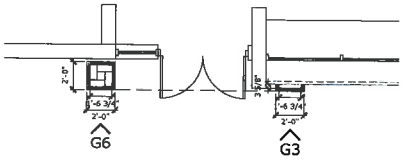
SCALE: 1/4" = 1'-0"



N A 1 A2.02 ENLARGED FLOOR PLAN
SCALE: 1/4" = 1'-0"

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Exterior Building Remodel
Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska
FLOOR PLAN DETAILS

Date Started:
4-8-13

Revised Set On:
October 22, 2013

Permit Set For:
November 22, 2013

ARCHITECT
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A2.02

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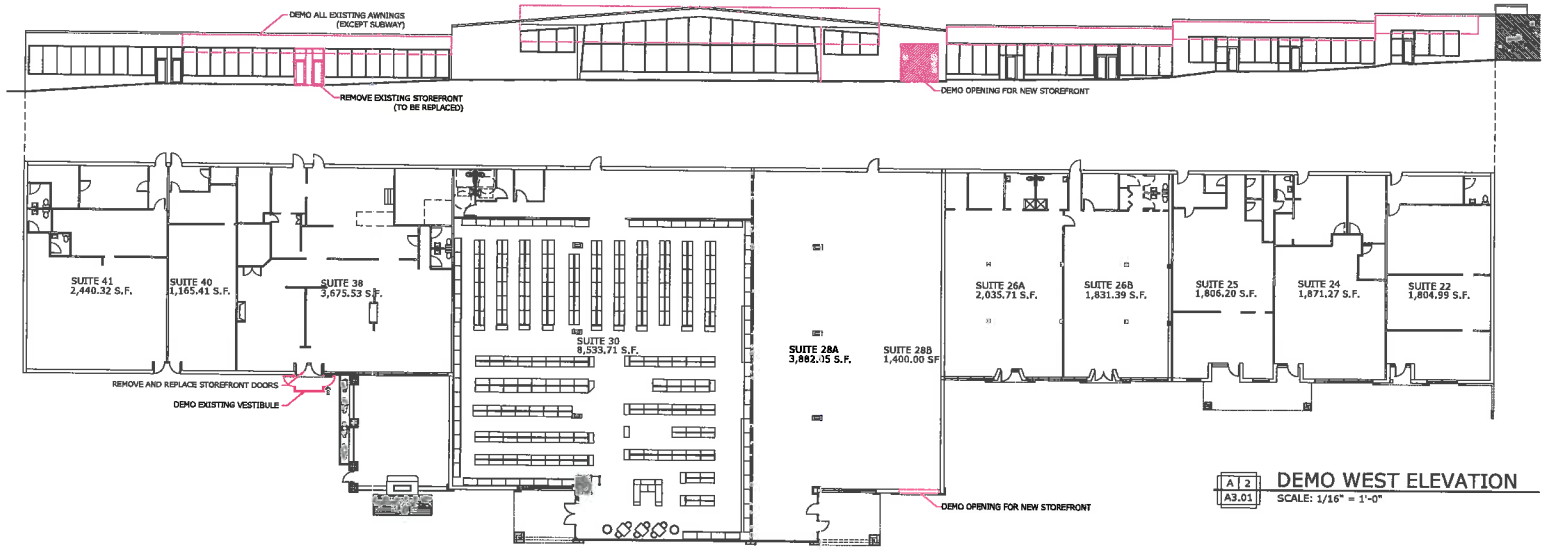
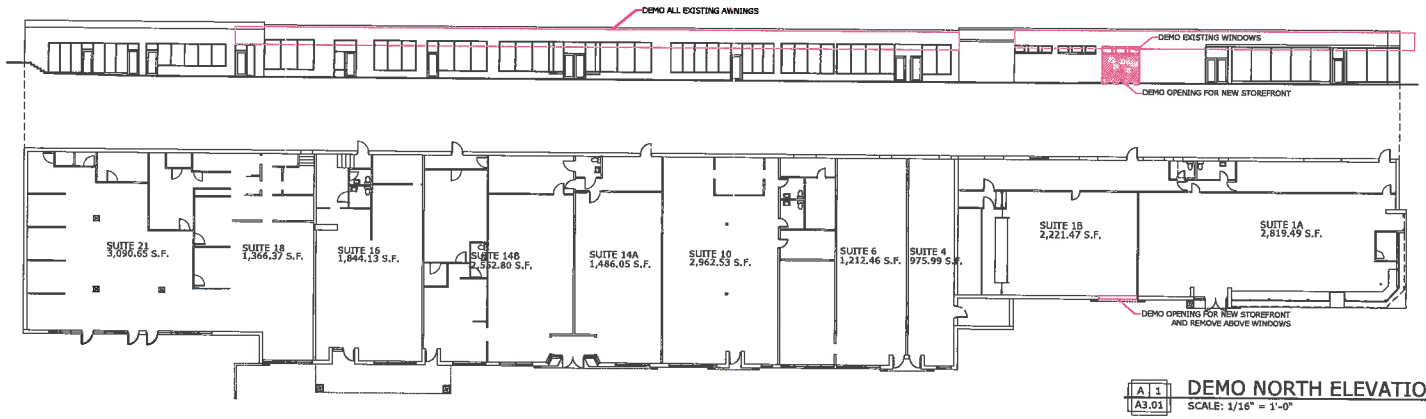


A 2 / A3.01 DEMO WEST ELEVATION
SCALE: 1/16" = 1'-0"



A 1 / A3.01 DEMO NORTH ELEVATION
SCALE: 1/16" = 1'-0"

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Exterior Building Remodel
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Lincoln, Nebraska
DEMO ELEVATION/PLAN

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

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November 22, 2013

ARCHITECT
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STATE OF NEBRASKA

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A3.00

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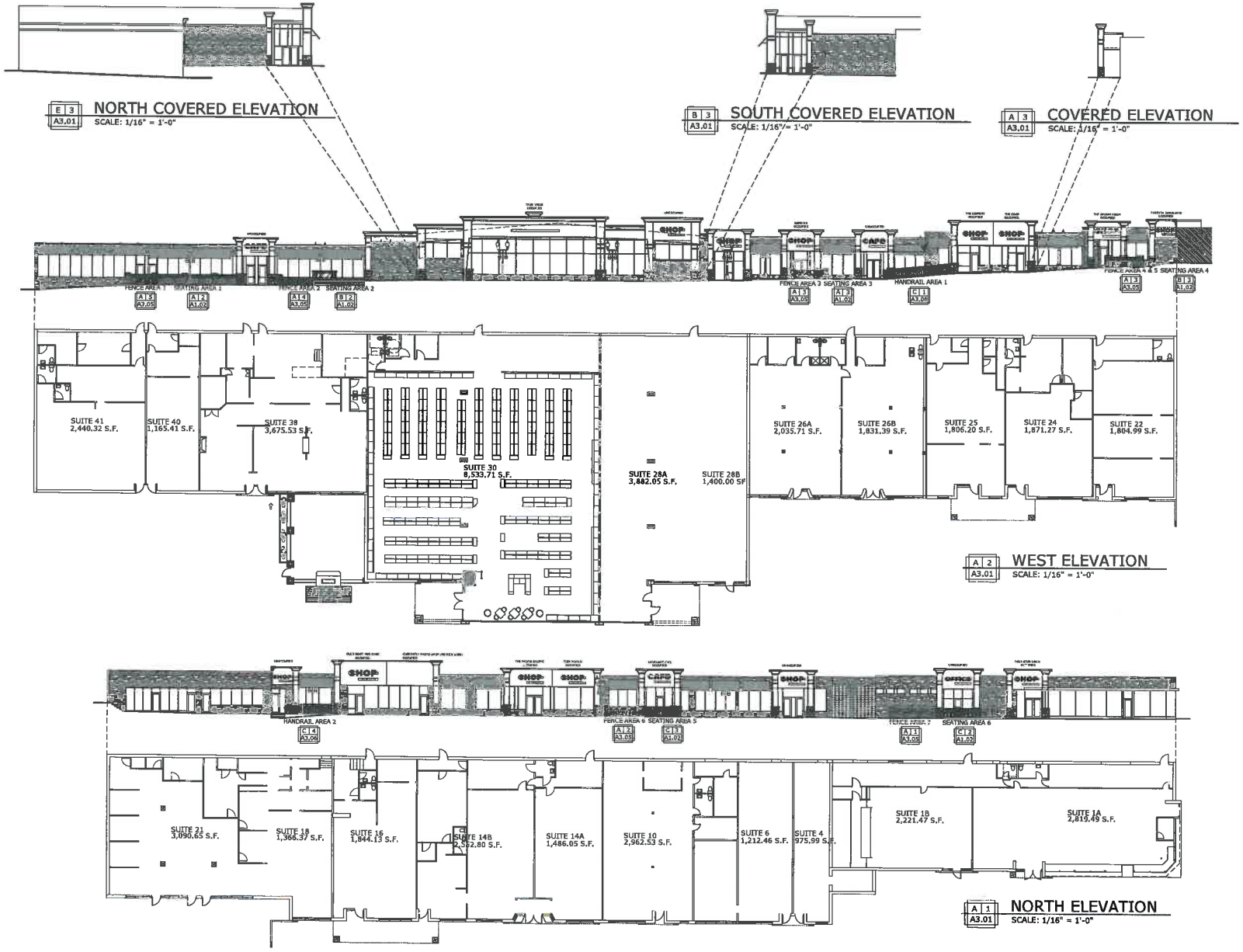

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Exterior Building Remodel

Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska

OVERALL ELEVATIONS

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

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November 22, 2013

ARCHITECT
CRISTY K. ...
NEBRASKA
2535

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A3.01

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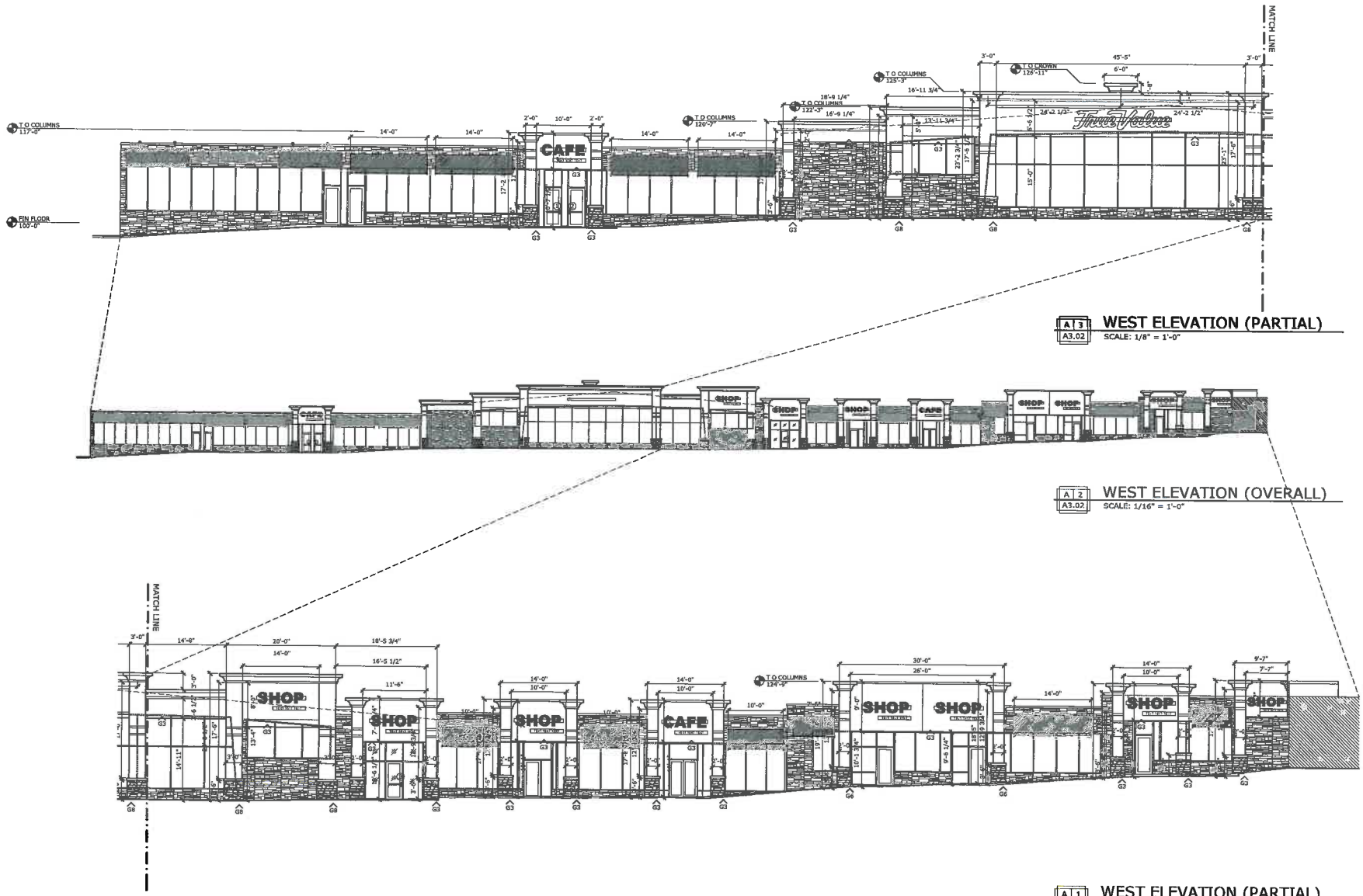

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Exterior Building Remodel
Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska
DETAILED ELEVATIONS

Date Started: 4-8-13

REVISED SET FOR: October 22, 2013
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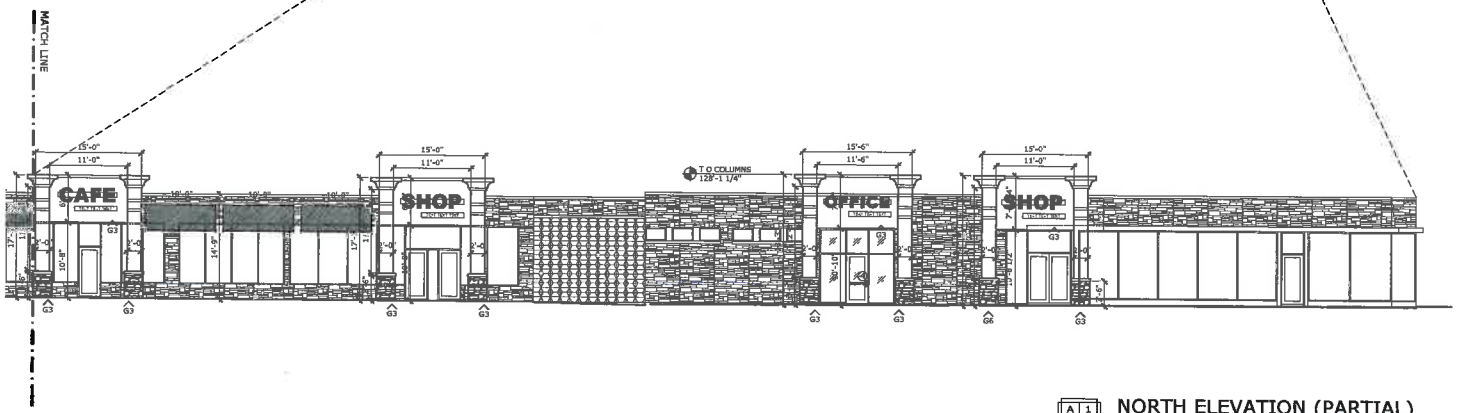
A3.02

Exhibit "D-2"

NOTICE OUR ETCETERA BE INSPIRED BY OUR ARCHITECTURE

A 3 / A3.03 NORTH ELEVATION (PARTIAL)
SCALE: 1/8" = 1'-0"

A 2 / A3.03 NORTH ELEVATION (OVERALL)
SCALE: 1/16" = 1'-0"



A 1 / A3.03 NORTH ELEVATION (PARTIAL)
SCALE: 1/8" = 1'-0"

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Exterior Building Remodel
Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska
DETAILED ELEVATIONS

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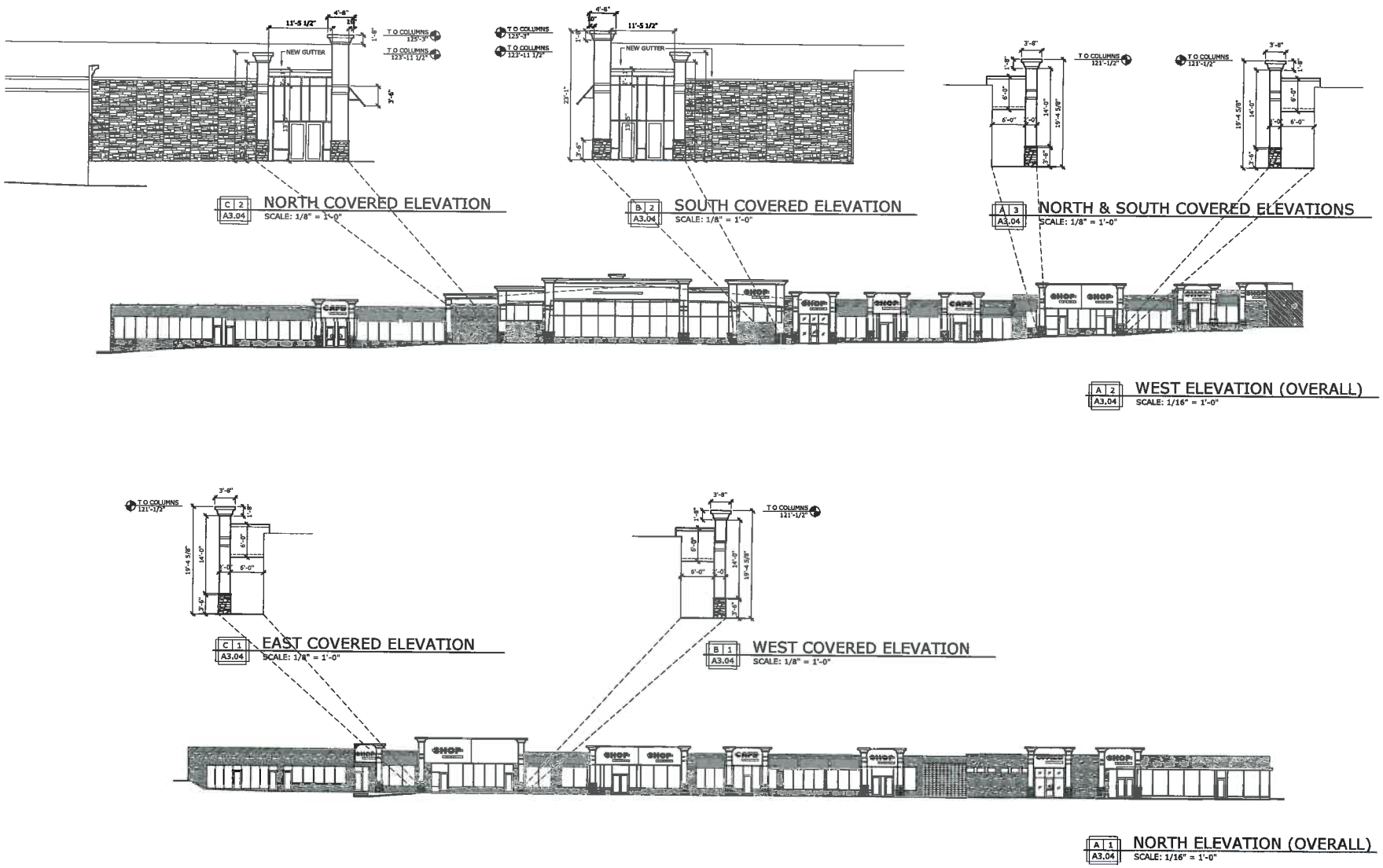
A3.03

Exhibit "D-2"



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Piedmont Shopping Center
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DETAILED ELEVATIONS

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A3.04

Exhibit "D-2"

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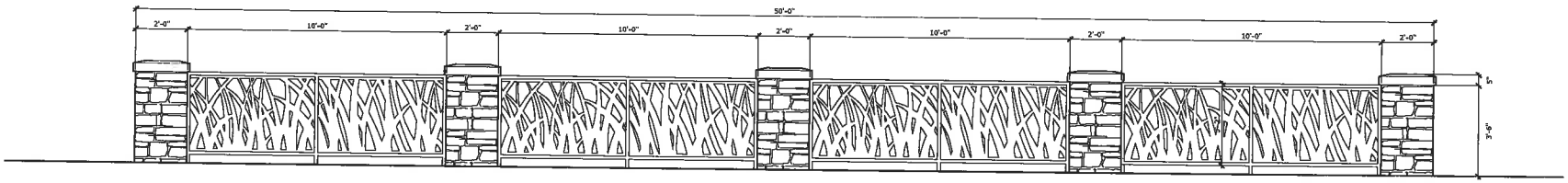
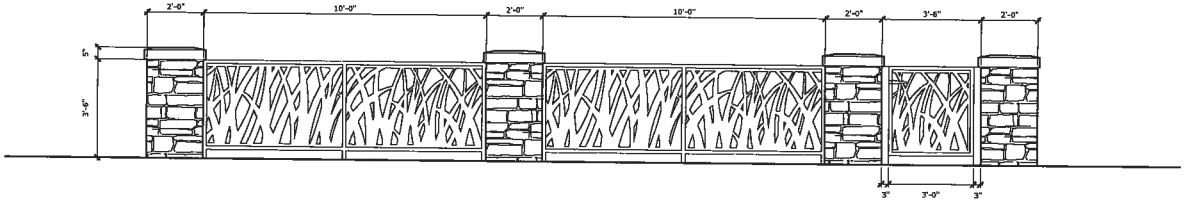


A 5 / A3.05 FENCE AREA 1
SCALE: 1/2" = 1'-0"



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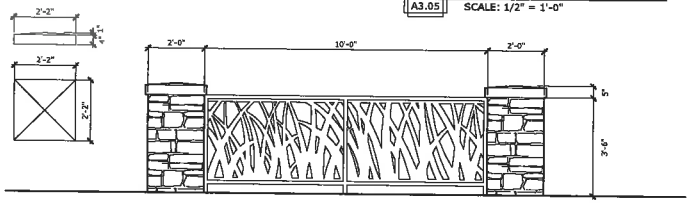
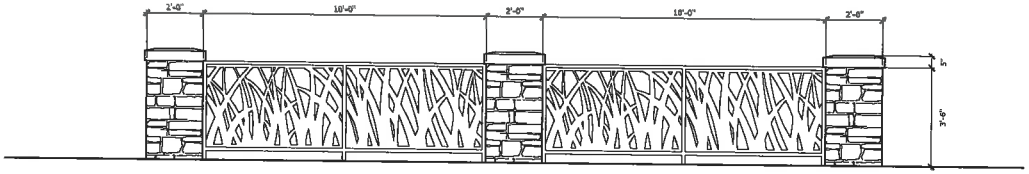
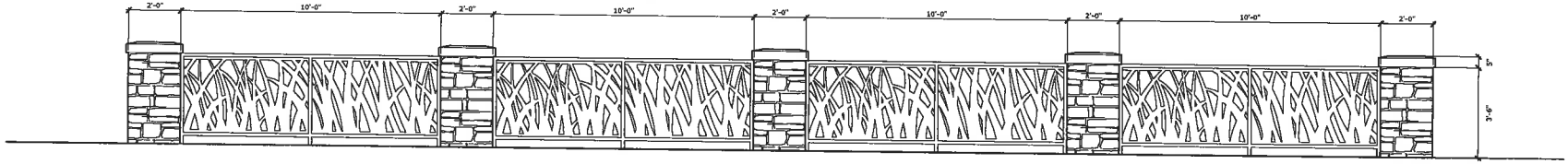


A 3 / A3.05 FENCE AREA 3 & 4 & 5
SCALE: 1/4" = 1'-0"



A 2 / A3.05 FENCE AREA 6
SCALE: 1/4" = 1'-0"



A 1 / A3.05 FENCE AREA 7
SCALE: 1/2" = 1'-0"

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Interior Building Remodel
Piedmont Shopping Center
1265 S. Cotner Blvd.
Lincoln, Nebraska
FENCE ELEVATIONS

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PERMIT SET FOR:
November 22, 2013

ARCHITECT
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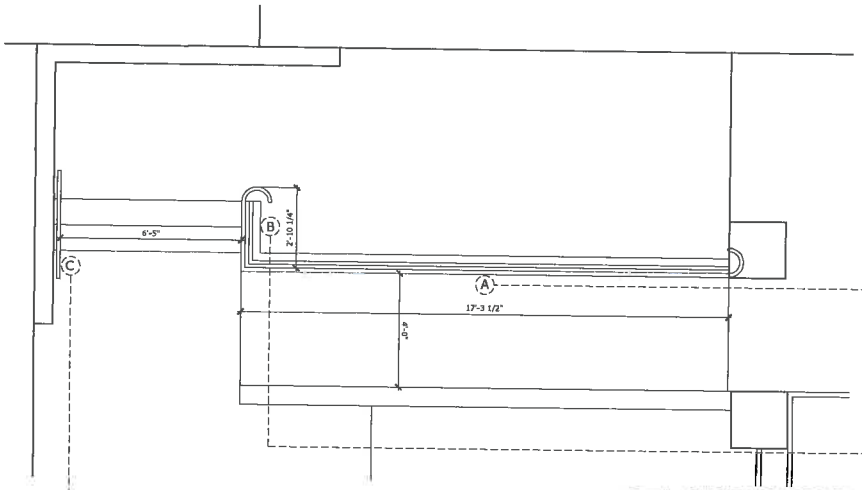

C 4 A3.06 RAILING AREA 2
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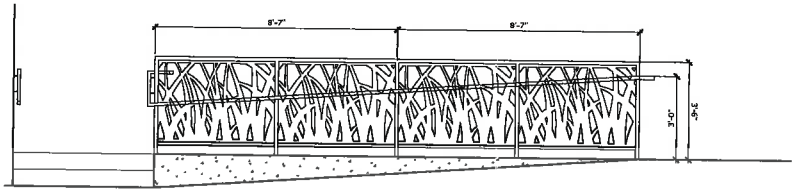

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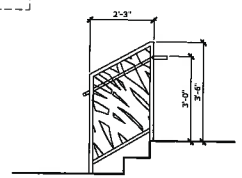

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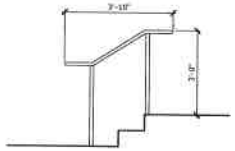

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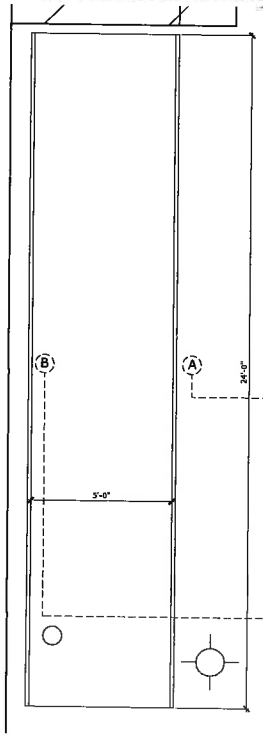

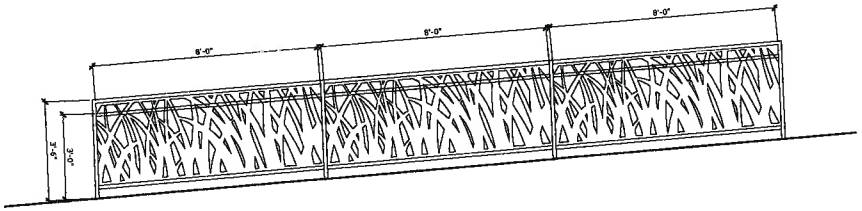

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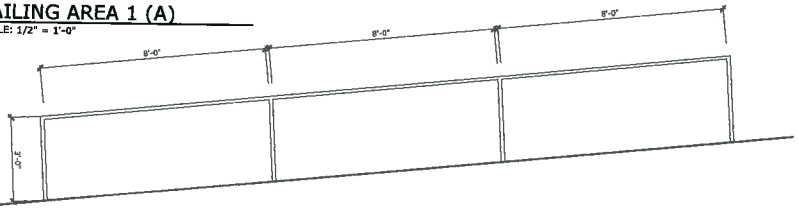

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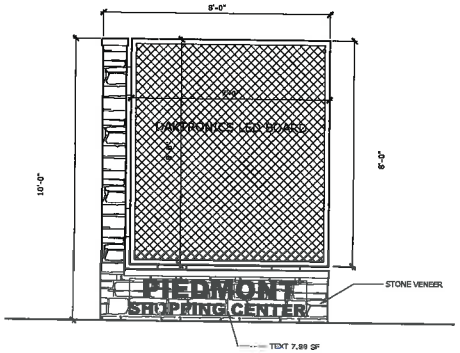
SCALE: 1/2" = 1'-0"

C 1 A3.06 RAILING AREA 1
SCALE: 1/2" = 1'-0"



A 1 A3.06 NEW CENTER SIGN
SCALE: 1/2" = 1'-0"

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FENCE/RAILING/SIGN ELEVATIONS

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PERMIT SET FOR:
November 22, 2013

ARCHITECT
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STATE OF NEBRASKA

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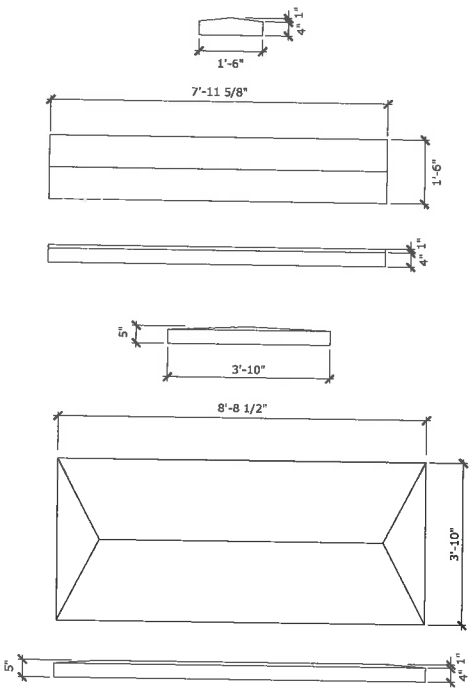
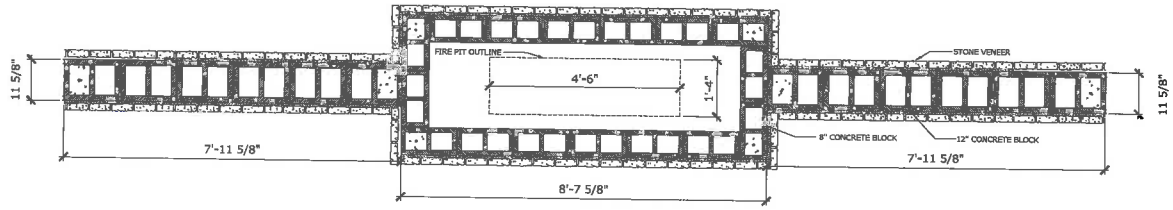
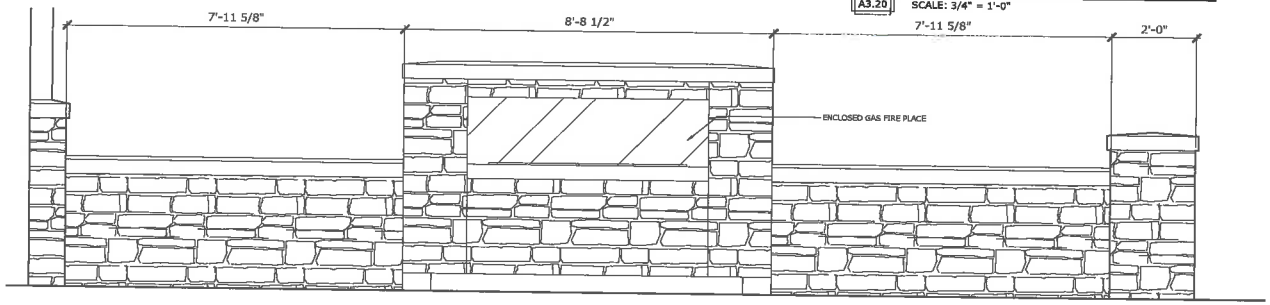


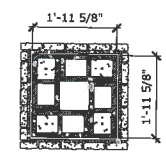
A 3 / A3.20 FIRE PIT CAPS
SCALE: 3/4" = 1'-0"



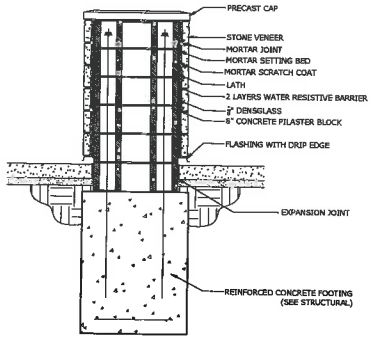
A 4 / A3.20 STONE WALL/FIRE PIT PLAN
SCALE: 3/4" = 1'-0"



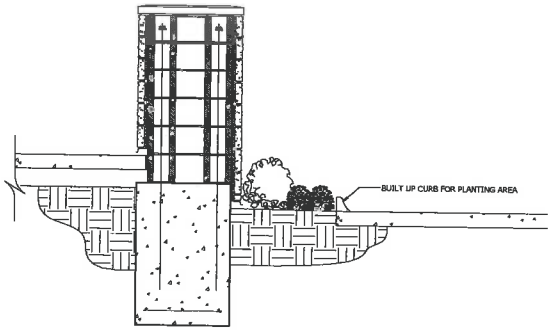
A 3 / A3.20 STONE WALL/FIRE PIT ELEVATION
SCALE: 3/4" = 1'-0"



A 2 / A3.20 TYPICAL FENCE COLUMN PLAN
SCALE: 3/4" = 1'-0"



A 1 / A3.20 TYPICAL FENCE COLUMN
SCALE: 3/4" = 1'-0"



C 1 / A3.20 PATIO TRANSITION FENCE COLUMN SECTION
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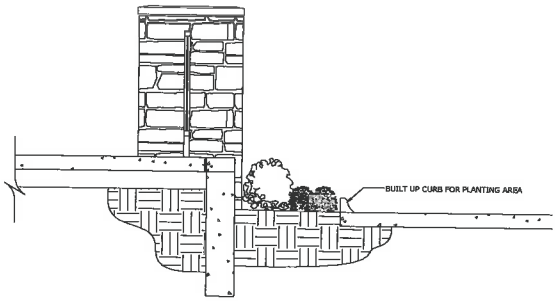

B 1 / A3.20 PATIO GRADE TRANSITION DETAIL
SCALE: 3/4" = 1'-0"

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FENCE COLUMN/FIRE PIT DETAILS

Date Started: 4-8-13

REVISED SET FOR: October 22, 2013
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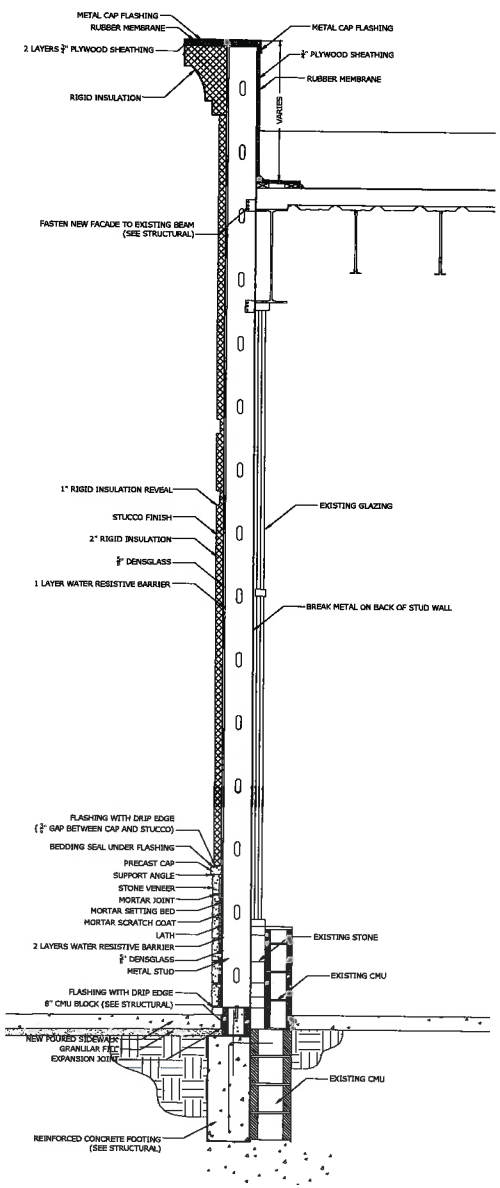

B 1 / A3.21 WALL SECTION
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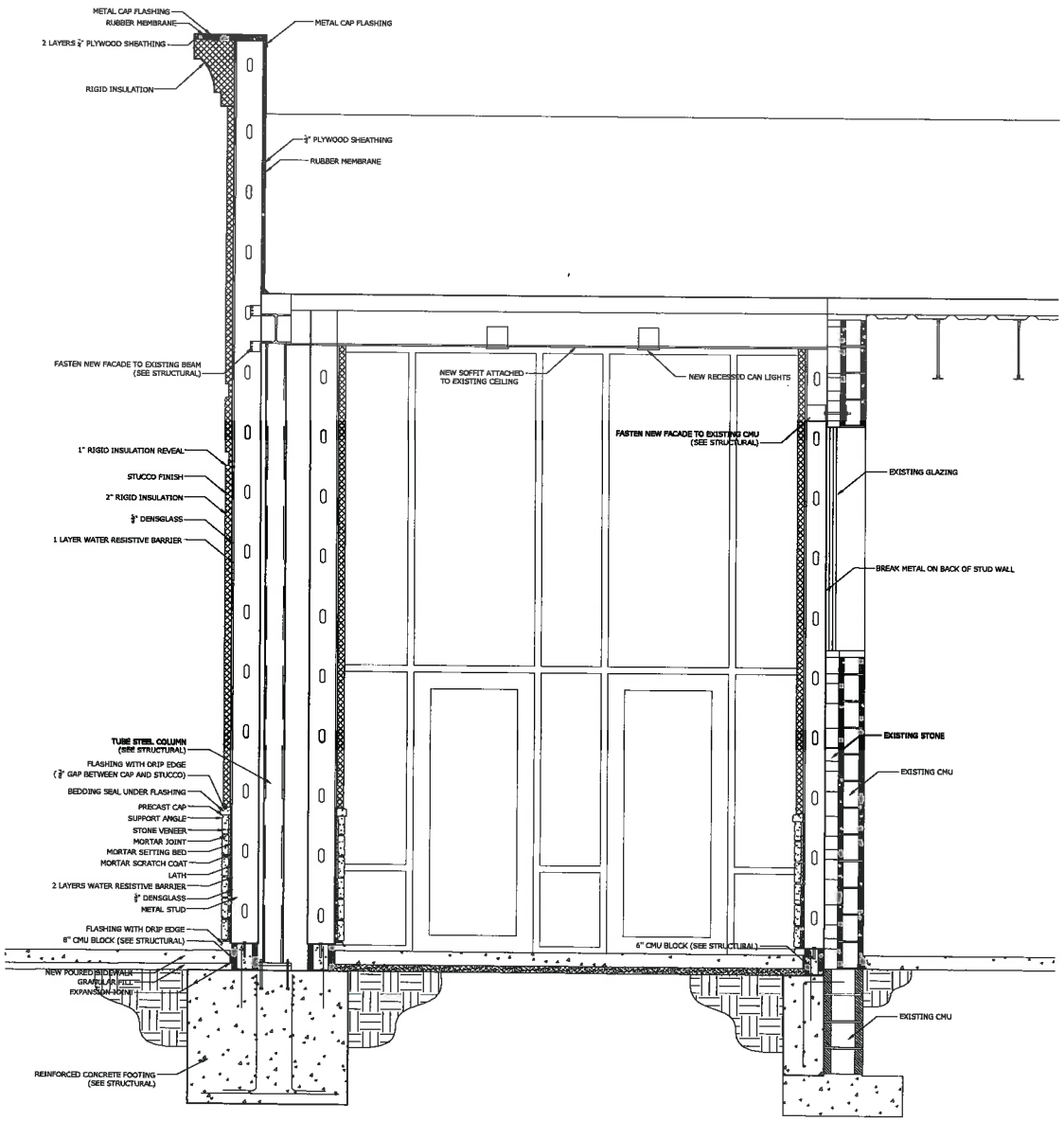

A 1 / A3.21 WALL SECTION
SCALE: 3/4" = 1'-0"

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WALL SECTIONS

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PERMIT SET FOR:
November 22, 2013

LICENSED ARCHITECT
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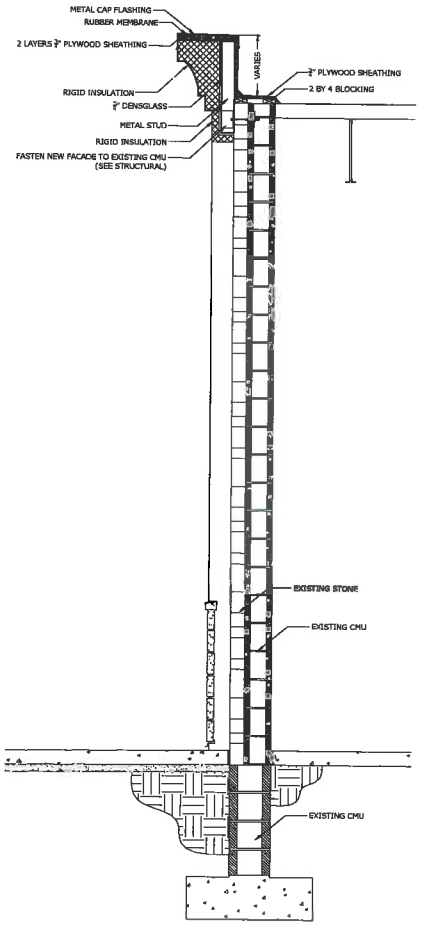

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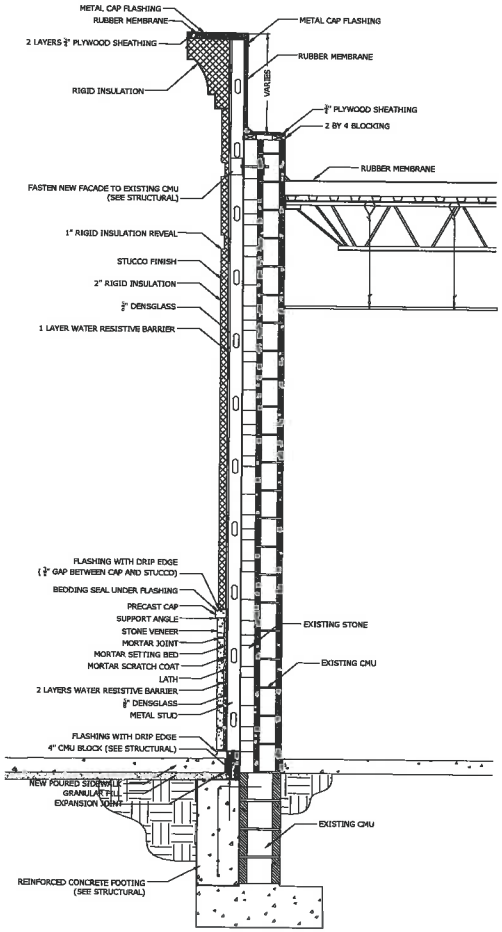

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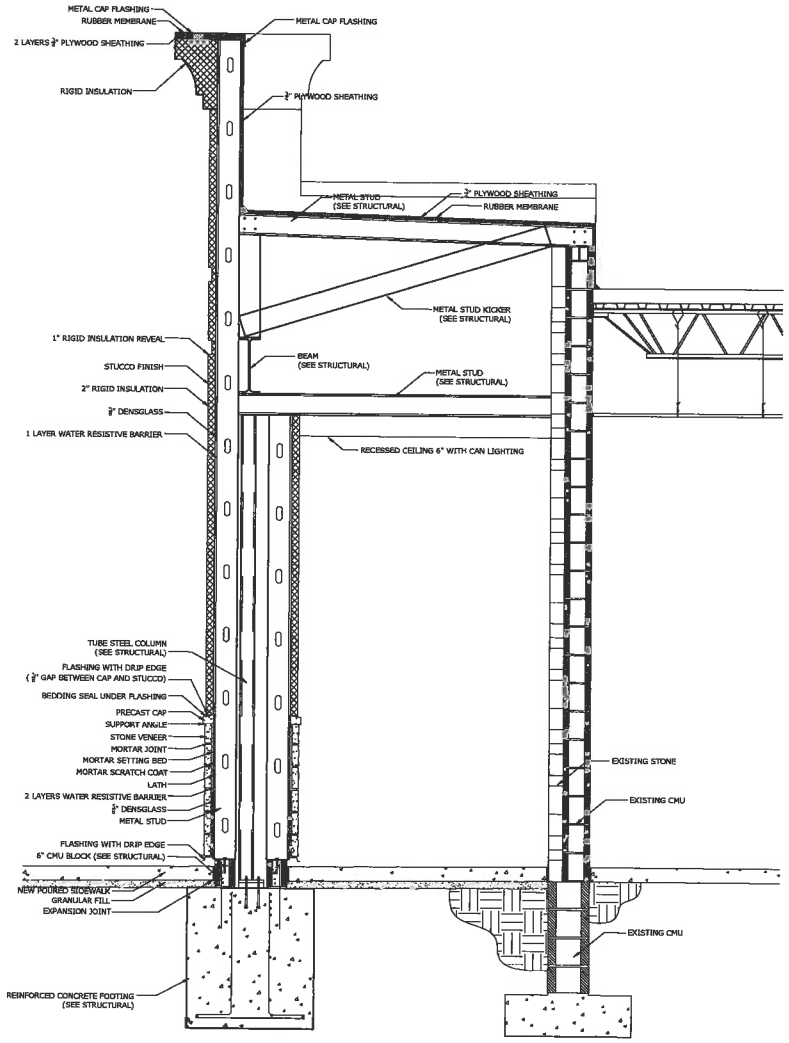

A 1 A3.22 WALL SECTION
SCALE: 3/4" = 1'-0"

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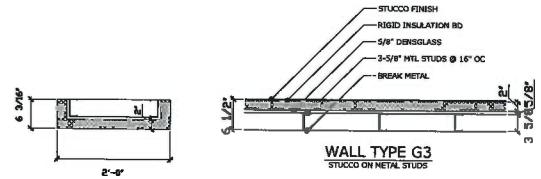
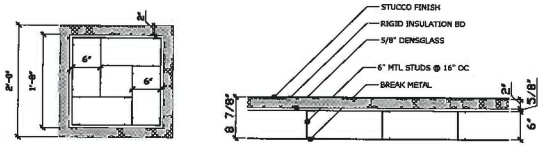
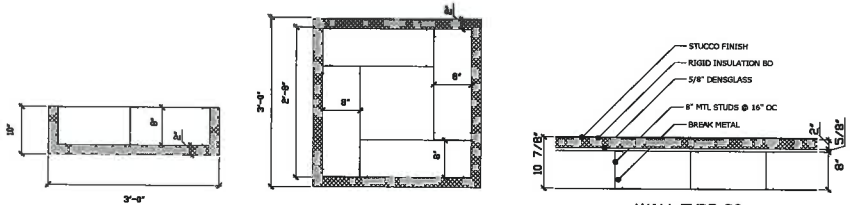


WALL TYPE G3
STUCCO ON METAL STUDS



WALL TYPE G6
STUCCO ON METAL STUDS



WALL TYPE G8
STUCCO ON METAL STUDS

A 2 / A5.01 WALL TYPES
SCALE: 1" = 1'-0"

DOOR SCHEDULE

	DOOR				FRAME			HARDWARE											GLAZING						COMMENTS
MARK	TYPE	FINISH	HOUR RATING		TYPE	FINISH	HOUR RATING	DEAD BOLT	LOCKSET	PRIVACY	PASSAGE	PUSH / PULL	PANIC	CLOSER	SMOKE SEAL	CARD STRIKE	THRESHOLD	MAG. HOLD	CLEAR	TINTED	TEMPERED	WIRED	INSULATED	HEATHORED	FROSTED	
1	A	CLR	---		B	CLR	---	•	•			•	•	•			•		•		•					
2	A	CLR	---		B	CLR	---	•	•			•	•	•			•		•		•					
3	A	CLR	---		A	CLR	---	•	•			•	•	•			•		•		•					
4	A	CLR	---		A	CLR	---	•	•			•	•	•			•		•		•					

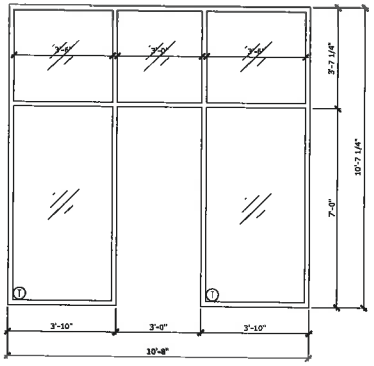
PTD = PAINTED: STN = STAINED: CLR = CLEAR ANODIZED: BRZ = BRONZE

NOTES:

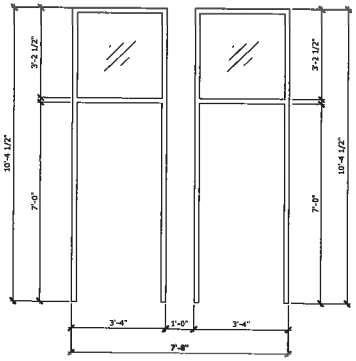
1. PROVIDE A SIGN ON DOOR IN 1" LETTERING STATING "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED" I.B.C. 1003.3.1.8 EXCEPTION 2.2
2. DEADBOLT SHOULD BE NON KEY USE
3. SLUG FRAME

EGRESS DOORS SHALL OPERATE FROM THE INSIDE WITH A SINGLE HAND WITHOUT USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT. I.B.C. 1003.3.1.8
ALL DOOR HARDWARE SHALL BE OF MEDIUM GRADE, PUSH TYPE OR LEVER TYPE AND MOUNTED AT 48" MAXIMUM ABOVE FINISH FLOOR FOR ACCESSIBLE DOORS. N.A.G. 4.13.9
ALL DOORS WITH CLOSERS WILL HAVE A SWEEP PERIOD SET SO THAT FROM AN OPEN POSITION OF 70°, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3" FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR. N.A.G. 4.13.10
THE MAXIMUM FORCE FOR PUSHING OR PULLING OPEN A DOOR SHALL BE AS FOLLOWS:
1. FIRE DOORS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY.
2. OTHER DOORS
   (A) EXTERIOR HINGED DOORS (RESERVED)
   (B) INTERIOR HINGED DOORS: 5 LBF. (22.2)
   (C) SLIDING OR FOLDING DOORS: 5 LBF. (22.2)

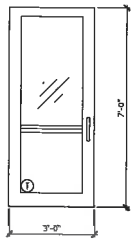
THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT MAY HOLD THE DOOR IN A CLOSED POSITION



ALUMINUM STOREFRONT
A



ALUMINUM STOREFRONT
B



ALUMINUM
A

A 1 / A5.01 DOOR SCHEDULE
SCALE: 1/2" = 1'-0"

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DOOR SCHEDULE & WALL TYPES

Date Started:
4-8-13

REVISED SET FOR:
October 22, 2013

PERMIT SET FOR:
November 22, 2013

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Exhibit "D-2"

N O T I C E   O U R   E T C E T E R A   +   B E   I N S P I R E D   B Y   O U R   A R C H I T E C T U R E

A. GENERAL

1. These general notes apply except where specifically overridden by notes on drawings and/or details.
2. Construction shall conform to the International Building Code (IBC), 2009 Edition and the city of Lincoln, Nebraska ordinances.
3. Verify existing feature and conditions (dimensions, elevations, etc.) upon which these drawings rely.
4. Details are typical. For conditions not clearly understood, submit sketches and/or requests for information to the Engineer for resolution.
5. Omissions, conflicts or misunderstandings between the various elements of the contract documents, if any, shall be brought to the attention of the Engineer for resolution before proceeding with the work.
6. Refer to other disciplines' drawings and coordinate information related to those other disciplines' systems, for items such as:
   a. Finish floor elevations, floor depressions, slopes, drains, curbs, pads, embedded items, openings, etc.
   b. Size and location of all non load-bearing partitions on all door and window openings.
   c. Stair framing, hanger details.
   d. Dimensions not shown on structural drawings.
   e. Waterproofing and waterstops.
   f. Pipe runs, sleeves, hangers, trenches, wall, roof, and floor openings, etc. not shown or noted.
   g. Electrical conduit runs, boxes, outlets, etc. in walls and slabs.
   h. Anchorage and bracing for mechanical, electrical, and plumbing equipment.
   i. Size and location of equipment anchors and bases.
7. Openings required but not shown on the structural drawings shall be submitted to the Engineer for approval before they are constructed.
8. Members required to support equipment from (or attach it to) the structure shall be designed and provided by the contractor supplying the equipment.
9. Provide and maintain temporary bracing, shoring, guying, or other temporary support during construction to assure correct and accurate structure geometry, and to avoid temporary overstresses.
10. Walls shall be adequately braced during construction until wall design strength has been attained and all permanent supports are in place.
11. Unless specifically approved by the Engineer in writing, backfill shall not be against walls until wall design strength has been attained and permanent supports are in place.
12. The use of new construction for temporary support or storage of construction equipment or materials is restricted to the design capacity of the new construction at the time it is to be used. Equipment or materials shall be placed so as not to exceed the capacity of individual elements. Provide adequate, engineered shoring/bracing where design capacity is not sufficient.
13. Construction loads shall not be placed on new concrete construction, including concrete fill on deck, for at least 7 days after concrete placement.
14. Do not use dimensions scaled from the structural drawings.

B. DESIGN DATA

1. Structural design is based on the IBC, 2009 edition.
2. Design Live Loads

Ground Snow Load, P(g)	30 psf
Flat Roof Snow Load, P(f)	25 psf
Snow Exposure Factor, Ce	1.0
Snow Load Importance Factor, I	1.0
Thermal Factor, Ct	1.2
Roof Live Load	20 psf

3. Design Dead Loads

Roof System	15 psf
Ceiling System	10 psf

4. Wind Load:

Basic Wind Speed	90 mph
Wind Importance Factor	1.0
Wind Exposure	B
Components and Cladding	+17.4/−18.6 psf Zone 4 +17.4/−23.0 psf Zone 5

5. Seismic Design:

Occupancy Category	II
Spectral Response Coefficients	S_{DS} =0.192g S_{D1} =0.080g
Design Category	B
Site Class	D
Basic Seismic Force Resisting System	–

6. Allowable Soil Bearing Pressure 1500 psf

C. FOUNDATIONS

1. Foundation design is based upon an assumed allowable bearing pressure. See Design Data for assumed allowable bearing pressure.
2. Geotechnical Engineer shall verify adequacy of all subgrades, fills, and backfills before placement of fills, footings, slabs, or other construction dependent upon them.
3. Refer to specifications for compacted (engineered) fill and moisture vapor barrier below slab-on-grade floors.
4. Contractor is responsible for appropriate, adequate shoring and bracing of foundation excavations.
5. Sides of foundations shown straight are formed. If site conditions allow, and Geotechnical Engineer concurs, sides of foundations may be formed or not formed at contractors option. Foundations cast against earth require the following precautions: Slope sides of excavations as approved by the Geotechnical Engineer, and be responsible for clean-up of sloughed materials before and during placement of concrete. Concrete protection for reinforcement (cover) may be affected. See "Reinforcement" below.
6. Contractor shall provide for de-watering if present in excavation.
7. Step continuous wall footings or grade beams uniformly in maximum 2'-0" vertical steps where footing elevations vary. Sloped footings are permitted only if so detailed.
8. Over-excavated footings shall be backfilled with lean (f'c = 2000 psi) concrete or as directed by the Geotechnical Engineer.

D. CONCRETE

1. Concrete shall be mixed and placed in accordance with ACI 318. Use mixes with maximum aggregate size appropriate for form spaces and reinforcement placement required in this project.
2. Concrete proportions, including water-cement ratio, shall be established in accordance with section 5.3 of ACI 318 on the basis of field experience and trial mixtures with materials proposed for use in this project. For each mix specified, submit documentation of concrete proportions, reviewed and approved by the Owner's testing agency before submittal to the Architect at least two weeks before concrete is to be placed. The contractor is responsible for acheiving the specified or required strengths.
3. Specified concrete types and 28 day minimum concrete compressive strengths (f'c):

a.	Grade beams/Ftgs.	3000 psi, normal weight – Sand/Gravel
b.	Cast in Place Walls	4000 psi, normal weight – Limestone
c.	Slabs-on-grade	4000 psi, normal weight – Limestone
d.	Masonry Grout	3000 psi, normal weight – Sand/Gravel

4. Scheduling of work may require specific concrete design strengths in less than 28 days. Submit requirements and backup data.
5. Submit to Architect prior to construction, location plan for all proposed joints not indicated on the drawings.
6. All concrete shall be reinforced unless specifically noted "not reinforced".
7. Outside diameter of conduit or pipe to be embedded in concrete slabs shall not exceed 30% of minimum concrete thickness unless specifically detailed otherwise.
8. Stacking of conduits in slab is prohibited.
9. Projecting corners of beams, columns, walls, etc. shall be formed with a 3/4 inch chamfer, except where otherwise noted on the drawings.
10. Thicknesses of concrete slabs and toppings on structural drawings are minimum thicknesses. Contractor shall make allowances for additional concrete required to compensate for beam and deck deflections and to maintain specified tolerances.
11. Maximum length of wall placement in each direction shall be 60 feet. Maximum length of grade beam placement in each direction shall be 100 feet.

E. STEEL REINFORCEMENT

1. Reinforcing steel bars shall conform to ASTM A615, Grade 60 deformed bars unless noted otherwise.
2. Reinforcing steel bars that are to be welded shall conform to ASTM A706, Grade 60.
3. Welded wire fabric shall conform to ASTM A185.
4. Reinforcement and embedments shall be accurately positioned and secured against displacement prior to placing concrete. If construction traffic will be allowed on reinforcement, provide sufficient support to prevent damage or displacement.
5. Welding (including tack welding) of reinforcement bars, one to another or to other steel members, is prohibited except where detailed or approved in writing by the Architect/Engineer.
6. All reinforcement crossing construction joints shall be continuous, or shall be made effectively continuous by the use of fully developed lapped splices, dowels, (with lapped splices) or approved couplers.
7. Provide continuous reinforcement wherever possible; splice only as shown or approved; stagger splices.
8. Provide corner bars in walls and footings the same size and number as continuous horizontal reinforcing lapped with main steel with proper lap length.
9. Reinforcement shall be detailed and placed to achieve the minimum concrete so it is as near concrete surfaces as possible, within specified tolerances, while protection specified in ACI 318. The intent is to have the reinforcement placed maintaining this minimum protection.
10. Detail reinforcement in accordance with ACI Standard 315, "Manual of Standard Practice for Detailing Reinforced Concrete Structures".
11. Reinforce all floor fills as specified by the Engineer with 6x6-W1.4xW1.4 welded wire fabric at mid-depth except where otherwise noted or detailed.
12. Unless otherwise noted, principal reinforcement shall have the following protection:

a.	Surfaces not formed in contact w/ soil	3 in.
b.	Formed surfaces in contact with soil	2 in.
c.	Slabs	3/4 in. (top) 1 in. (bot.)
d.	Beams, columns	2 in.
e.	Walls (interior surface only)	1 in.
f.	Ties, stirrups	1 1/2 in.

Unless otherwise noted or detailed, all reinforcing bar splices shall be in accordance with the table shown below:

bar size	Concrete splices Non top bar (in.)	Top bar (in.)	Masonry Splices (in.)
#3	14	18	18
#4	19	24	24
#5	23	30	30
#6	28	40	40
#7	42	54	

F. STRUCTURAL STEEL

1. Structural steel shall be supplied, detailed, fabricated, and erected in accordance with A.I.S.C. Specifications, latest edition.
2. Member/element specification.

a.	WF Columns	ASTM A992, Grade 50
b.	WF Beams and Girders	ASTM A992, Grade 50
c.	Steel Tube	ASTM A500, Grade B, Fy = 46 ksi
d.	Angles, Channels, Misc. Shapes	ASTM A36
e.	Column Base Plates	ASTM A36
f.	Shear Tabs	ASTM A36
g.	Other	ASTM A36

Steel penetration reinforcement — match grade of material penetrated

Connections

a.	Bolts	A325N
b.	Anchor Bolts	ASTM F1554 Gr. 36ksi
c.	Other	ASTM A325N
d.	Welding Electrodes	E70XX

3. Welding shall conform to A.W.S. specifications and shall be performed by certified welders.
4. Butt welds shall be complete penetration welds except where specified as partial penetration. All fillet welds shown are minimum required by stress.
5. Increase welds to A.I.S.C. minimum sizes based on thickness of material joined.
6. Fabricator shall select AISC simple shear connections for non-composite beams capable of carrying either reaction force when indicated or 50% of the total uniform load for the given size, span and grade of beam, as tabulated in AISC tables for allowable loads.

G. MASONRY

1. All concrete masonry units shall be normal weight aggregate with a minimum required prism strength of f'm = 1,700 psi.
2. All reinforcing steel shall be ASTM A615 Grade 60.
3. The masonry contractor is to provide vertical bar positioners on all vertical bars to maintain reinforcing in the proper location.
4. The general contractor shall provide 7 and 28 day strength testing on the mortar and grout used in the filling of the masonry cores and shall submit mix to the engineer for approval.
5. All masonry walls shall have horizontal galvanized masonry joint reinforcement at 16" o/c. Minimum wire size for the longitudinal wires shall be 9 gauge unless noted otherwise on plans or specifications. The minimum lap length for the horizontal reinf. shall be 12" unless noted otherwise on contract documents. Provide truss type joint reinforcing at single wythe walls. When a wall consists of a wythe of concrete masonry block and a wythe of brick veneer, provide truss type horizontal joint reinforcing with adjustable wall tie eye sections at 24" on center. Rectangular adjustable wall tie pintle sections are fitted into the eye sections to complete the assembly. When multi wythes of concrete masonry blocks are required in a wall, truss type horizontal joint reinforcing with a longitudinal rod at each face shall shall be provided. Use sizes of concrete masonry units as required.
6. Grout for filling cores and bond beams shall be 3000 psi sand gravel concrete with a 3/8" maximum size aggregate and a minimum of 6 1/2-sacks of cement per cubic yard of concrete and a slump of 6-10 inches. All cells to be grouted shall be filled prior to placing vermiculite or loose insulation in hollow cells. Grout all cells full in masonry walls where reinforcing occurs and as otherwise specified. Grout lifts shall not exceed 4'-8".
7. All openings in C.M.U. shall have one reinforced cell extending from footing dowel to top of wall at the first cell adjacent to the end of the lintel over openings less than 8' wide. At openings greater than 8' wide, provide a reinforced cell at each of the first two cells adjacent to the end of the lintel. All lintels bearing on masonry walls shall have a minimum of one reinforced cell at the bearing area for lintels requiring an 8" long bearing, and two reinforced cells at the bearing area for lintels requiring a bearing length of more than 8". A reinforced bond beam extending 8" each side of the opening shall be provided at the sills of all openings.
8. All masonry walls shall have 3 adjacent vertically reinforced cells at each corner and 2 adjacent vertically reinforced cells at each wall intersection. A vertically cell shall be provided at the end of all discontinuous walls and each side of all expansion and control joints.
9. Unless noted otherwise on plan, provide a reinforced and grouted cell, continuous to footing under all beam bearings. Provide a minimum of one reinforced bond course under all joists, at the course above steel lintels extending 8" beyond end of the lintel, and at the tops of all masonry walls. Fill core solid one full course above and below all anchor bolts. Set weld plates in bond beams after the grout is placed, but while it is still plastic.
10. Hollow masonry units to be laid with full mortar coverage on horizontal and vertical face shells. Webs shall also be bedded in all courses of piers, columns, and pilasters, and in the starting course on footings, and when adjacent to cells or cavities to be reinforced or filled with concrete or grout. Solid units to be laid with full head and bed joints. Provide grout filled hollow blocks at all expansion bolt locations. Where hollow masonry units are above hollow masonry units of a different width, provide a continuous course of solid grouted masonry at least 8" high below the transition.
11. Any opening in a masonry wall shall have a lintel whether shown or not. Adapt lintel details given. All steel exterior lintels shall have the exposed surface and veneer bearing surfaces galvanized. If a condition that is encoutered where no detail is applicable, then the EOR shall be contacted for a solution.

H. LIGHT GAGE FRAMING

1. Material, design and manufacture shall be in accordance with the "Cold Formed Steel Design Manual" of the Amercian Iron and Steel Insitute.
2. Provide tracks, blocking, lintels, clip angles, joist bridging, shoes, reinforcements, fasteners and accessories to provide a complete metal frame system in accordance with manufacturer's recommendations.
3. Attach similar materials by 2 inch minimum weld length (i.e., track to stud, stud to structural steel). Attach dissimilar materials by bolting or screw fasteners.
4. Frame wall openings larger than 2'-0" by adding 1/2 of the disrupted studs to each jamb. Install runner tracks and jack studs above and below wall openings. Anchor tracks to jamb studs by welding/screwing and space jack studs same as full height studs of wall.
5. Install horizontal stiffeners in stud system, spaced (vertical distance) at no more than 4'-0" o.c. Weld/screw at each intersection.
6. Fasten plywood sheathing per schedule.
7. Bearing studs must be fabricated with full stud and seated against track web. Do not use studs that have been cut at punchout.
8. Install bridging in joist systems @ 8'-0" o.c. max.
9. Metal studs having a design thickness of 16 gage or greater shall have a yield strength of 50ksi. Studs of a lighter gage shall be 33ksi.

J. STEEL DECK

1. The metal centering shall be concrete form deck fabricated from steel sheet conforming to ASTM A611 or A446 having a minimum yield strength of 33 ksi.
2. Material, detailing, design, manufacture, and erection of metal decks shall be according to the Steel Deck Institute (SDI) Specification.
3. Decking shall have the following minimum properties and finishes.

	Type	Depth	Gage	Finish
Roof Deck:	C	0.6 in.	24	Galvanized

Galvanizing shall be ASTM A525, Grade 60.

4. Metal decks shall be capable of providing a diaphragm shear capacity as noted below in accordance with the current ICBO Research Recommendations for simple span conditions:

Roof Deck 248 plf

Minimum factor of safety shall be 2.0

5. In no case shall welding to steel members be less than 5/8" diameter puddle welds @ 12" o.c. at all supports and edges. Provide 16 gage welding washers when recommended by the manufacturer for the gage of metal deck specified below. Side laps shall be fastened with #12 Tek screws, minimum one at each midspan. Opening edges shall receive the same welding as required at deck ends. All welding shall be performed by certified welders experienced in light gage metal deck work.
6. The deck manufacturer shall furnish all closure plates, pour stops, ridge and valley plates, sump pans, and drain plates, welding washers, and other accessories required to provide a finished surface for insulation and roofing of concrete slabs.
7. Install deck with a minimum of 2 inch end lap centered over supports.
8. Submit shop drawings showing erection procedures, the ICBO report number, requirements, vertical load and diaphragm shear capacity furnished, deck shoring U.L. fire rating number, and composite beam and girder stud profiles to the architect for review. Fabrication shall not begin without approved shop drawings.

STANDARD STRUCTURAL ABBREVIATIONS

ACI	AM. CONC. INSTITUTE
AISC	AM. INST. OF STL. CONST.
ALT	ALTERNATE
ASTM	AM. SOCIETY OF TESTING MATERIALS
AB	ANCHOR BOLT
ARCH	ARCHITECTURAL
@	AT
BAL	BALANCE
BLDG	BUILDING
BM	BEAM
BOP	BOTTOM OF PIER
BOT	BOTTOM
BRDG	BRIDGING
BRG	BEARING
BTWN	BETWEEN
C	CENTERLINE
CIP	CAST IN PLACE
CLR	CLEAR
CJ	CONTROL JOINT
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CTR	CENTER
DBA	DEFORMED BAR ANCHOR
DIA	DIAMETER
DIM	DIMENSION
DN	DOWN
DP	DRILLED PIER
DTL	DETAIL
DWG	DRAWING
EA	EACH
EBP	ELEVATION BOTTOM OF PIER
EE	EXTENDED ENDS
EF	EACH FACE
EL	ELEVATION
EQ	EQUAL
ETC	ELEVATION TOP OF CAP
ETF	ELEVATION TOP OF FOOTING
ETG	ELEVATION TOP OF GRADE BEAM
ETP	ELEVATION TOP OF PIER
ETW	ELEVATION TOP OF WALL
EW	EACH WAY
EXIST	EXISTING
EXT	EXTERIOR
FC	FACE
FF	FAR FACE
FIN	FINISH
FND	FOUNDATION
FTG	FOOTING
GA	GAGE
GALV	GALVANIZE
GYP	GYPSUM
HAS	HEADED ANCHOR STUD
HEF	HORIZONTAL EACH FACE
HK	HOOK
HORIZ	HORIZONTAL
HS	HIGH STRENGTH
INTER	INTERMEDIATE
INT	INTERIOR
JST	JOIST
JT	JOINT
K	KIP = 1000 POUNDS
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
MANUF	MANUFACTURER
MAS	MASONRY
MAX	MAXIMUM
MECH	MECHANICAL
MIN	MINIMUM
MISC	MISCELLANEOUS
MK	MARK
MO	MASONRY OPENING
NSNS	NONSHRINK NONSTAINING
NTS	NOT TO SCALE
OC	ON CENTER
OF	OUTSIDE FACE
OPNG	OPENING
P/C	PRECAST
PL	PLATE
PLF	POUNDS PER LINEAL FOOT
PLYWD	PLYWOOD
PROJ	PROJECTION
P/S	PRESTRESSED
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
P/T	POST TENSION
R	RADIUS
RD	ROOF DRAIN
RE	REFERENCE
REV	REVISION
REINF	REINFORCEMENT
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SJI	STEEL JOIST INSTITUTE
SOG	SLAB ON GRADE
SPA	SPACING
SPECS	SPECIFICATIONS
STD	STANDARD
STIFF	STIFFENER
STIR	STIRRUP
STL	STEEL
T&B	TOP AND BOTTOM
TOS	TOP OF STEEL
TOW	TOP OF WALL
TP	TOP OF PIER
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VAR	VARIES
VEF	VERTICAL EACH FACE
W/	WITH
WWF	WELDED WIRE FABRIC

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structural [design] group

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STRUCTURAL NOTES

Date Started: 4-8-13

PERMIT SET FOR November 05, 2013

JASON SUEHLER E-11025 05 NOV, 2013 PROFESSIONAL STRUCTURAL ENGINEER STATE OF NEBRASKA

13-286

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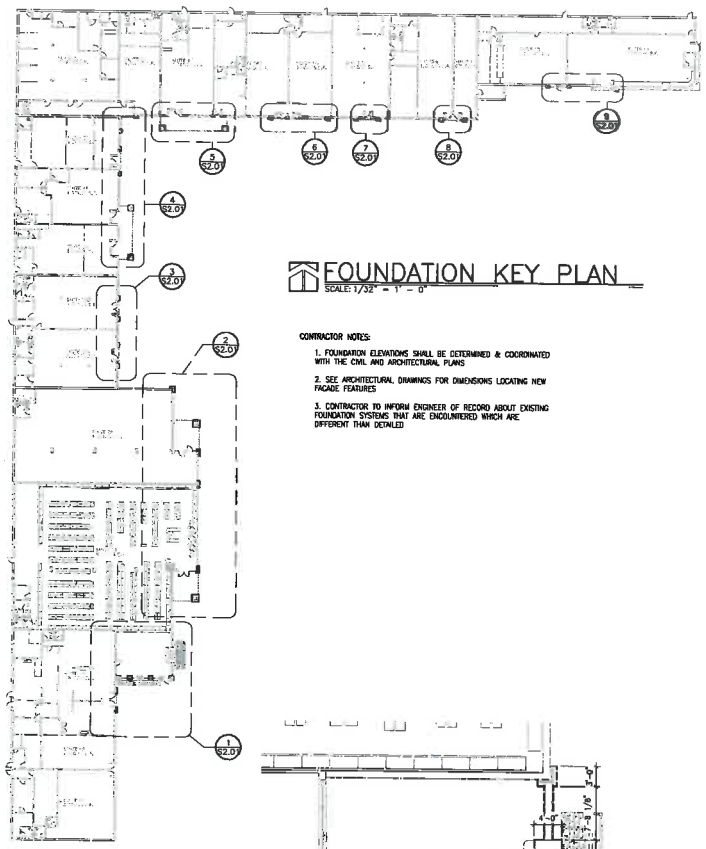
Exhibit "D-2"

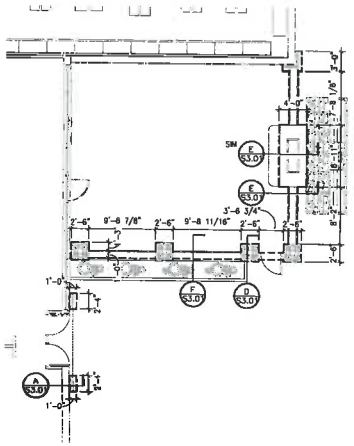
NOTICE OUR ETCETERA + BE INSPIRED BY OUR ARCHITECTURE



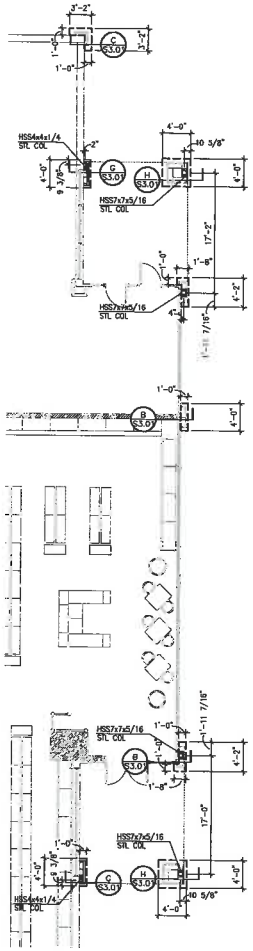
FOUNDATION KEY PLAN
SCALE: 1/32" = 1' - 0"

CONTRACTOR NOTES:

1. FOUNDARION ELEVATIONS SHALL BE DETERMINED & COORDINATED WITH THE CIVIL AND ARCHITECTURAL PLANS
2. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS LOCATING NEW FACADE FEATURES
3. CONTRACTOR TO INFORM ENGINEER OF RECORD ABOUT EXISTING FOUNDATION SYSTEMS THAT ARE ENCOUNTERED WHICH ARE DIFFERENT THAN DETAILED



1 FOUNDATION PLAN 1
SCALE: 1/8" = 1' - 0"



2 FOUNDATION PLAN 2
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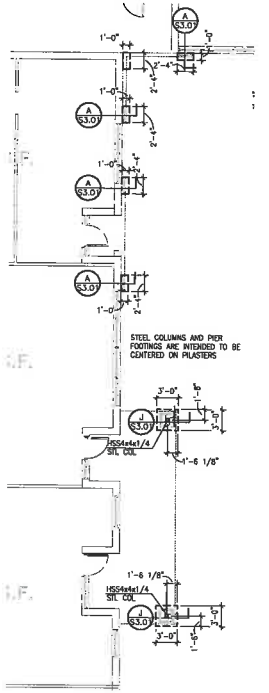

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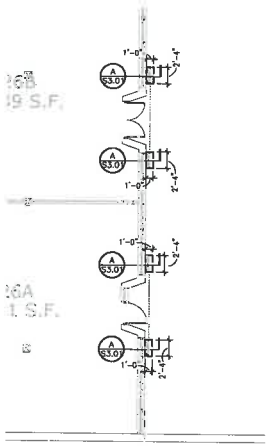

3 FOUNDATION PLAN 3
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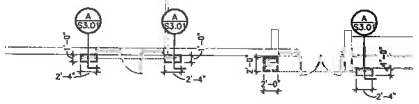

9 FOUNDATION PLAN 9
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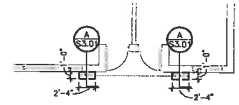

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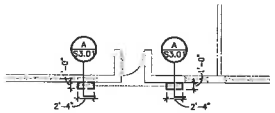

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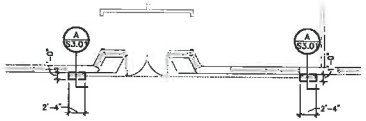

6 FOUNDATION PLAN 6
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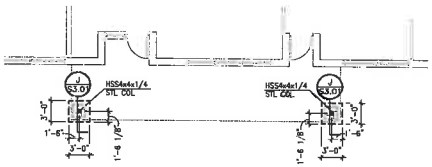

5 FOUNDATION PLAN 5
SCALE: 1/8" = 1' - 0"

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Ayars & Ayars, Inc.

structural (design) group

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Date Started:
4-8-13

PERMIT SET FOR
November 05, 2013

JASON SUCHER
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05 NOV, 2013
STATE OF NEBRASKA

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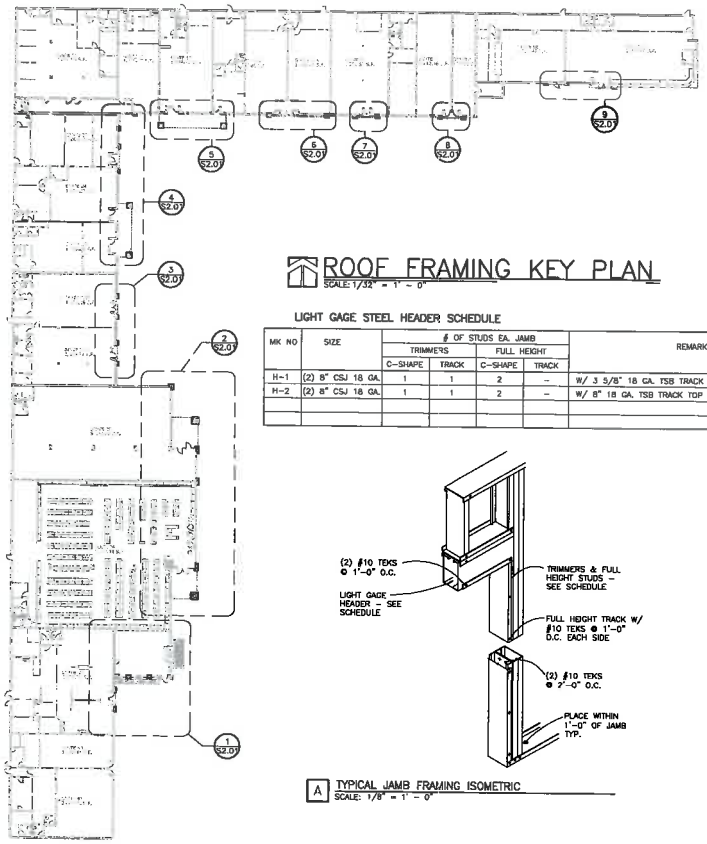
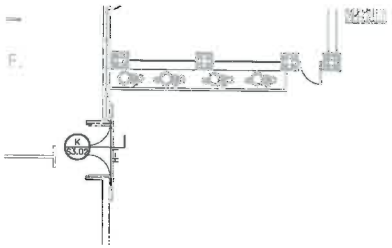


ROOF FRAMING KEY PLAN
SCALE: 1/32" = 1' - 0"

LIGHT GAGE STEEL HEADER SCHEDULE

MK NO	SIZE	# OF STUDS EA. JAMB				REMARKS
		TRIMMERS		FULL HEIGHT		
		C-SHAPE	TRACK	C-SHAPE	TRACK	
H-1	(2) 8" CSJ 18 GA.	1	1	2	-	W/ 3 5/8" 18 GA. TSB TRACK TOP & BOTTOM
H-2	(2) 8" CSJ 18 GA.	1	1	2	-	W/ 8" 18 GA. TSB TRACK TOP & BOTTOM

A TYPICAL JAMB FRAMING ISOMETRIC
SCALE: 1/8" = 1' - 0"



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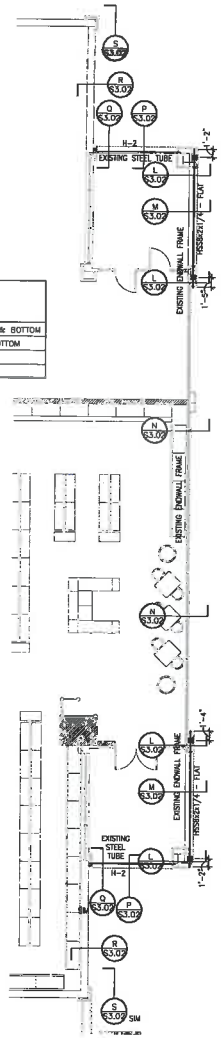
SCALE: 1/8" = 1' - 0"



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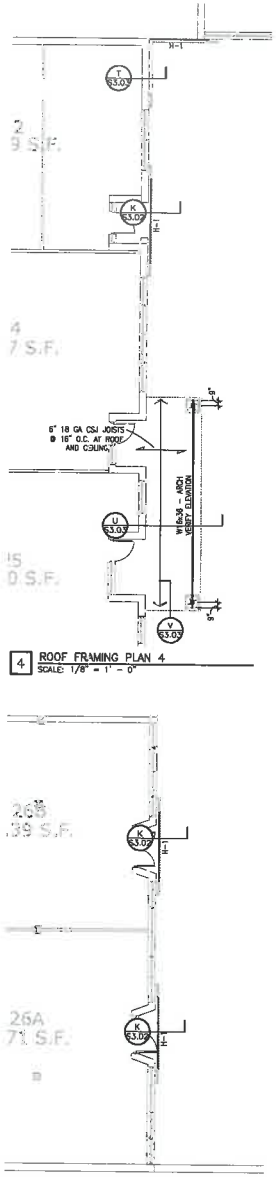
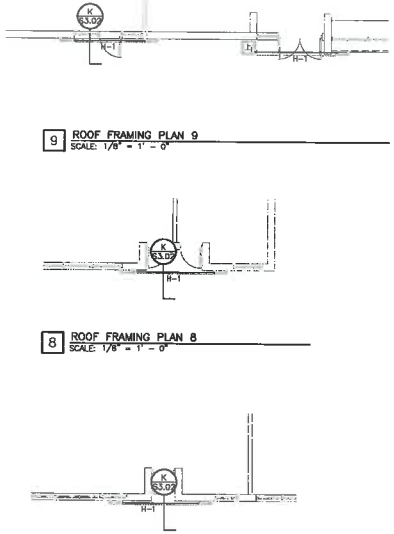
SCALE: 1/8" = 1' - 0"



4 ROOF FRAMING PLAN 4
SCALE: 1/8" = 1' - 0"

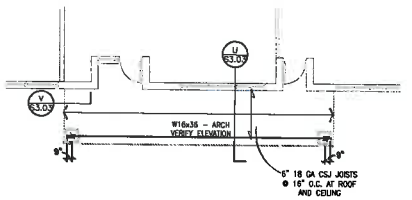
3 ROOF FRAMING PLAN 3
SCALE: 1/8" = 1' - 0"



9 ROOF FRAMING PLAN 9
SCALE: 1/8" = 1' - 0"

8 ROOF FRAMING PLAN 8
SCALE: 1/8" = 1' - 0"

7 ROOF FRAMING PLAN 7
SCALE: 1/8" = 1' - 0"



6 ROOF FRAMING PLAN 6
SCALE: 1/8" = 1' - 0"

5 ROOF FRAMING PLAN 5
SCALE: 1/8" = 1' - 0"

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PROFESSIONAL STRUCTURAL ENGINEER
JASON SUEHER
E-11025
05 NOV, 2013
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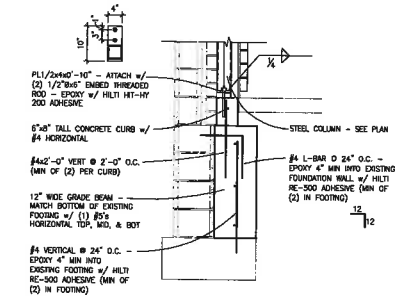
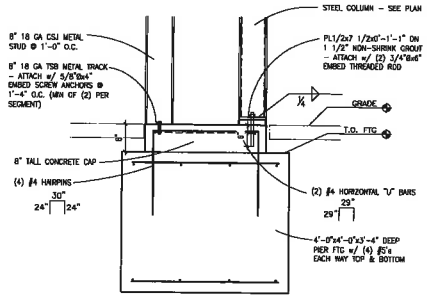
S2.02

Exhibit "D-2"



G FOOTING DETAIL @ HSS4x4 STEEL COL
SCALE: 3/4" = 1' - 0"



H FOOTING DETAIL @ HSS7x7 STEEL COLUMN
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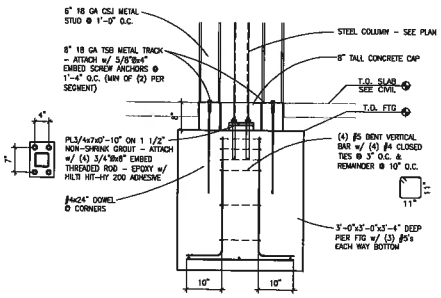
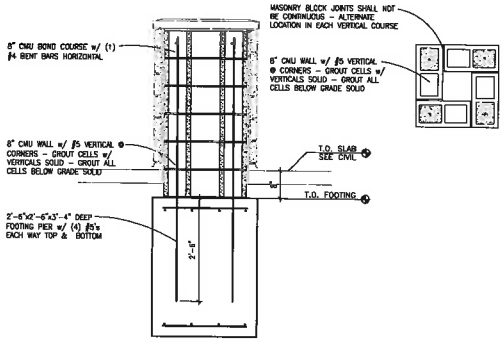
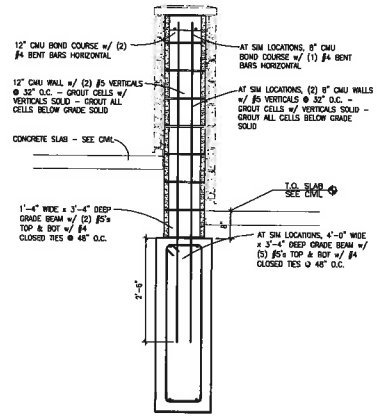


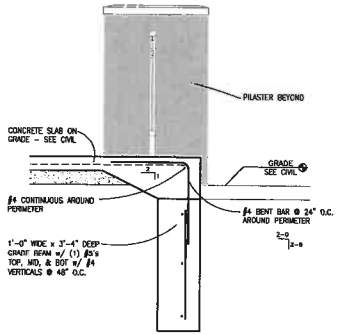
J PIER FOOTING DETAIL @ STEEL COLUMN
SCALE: 3/4" = 1' - 0"



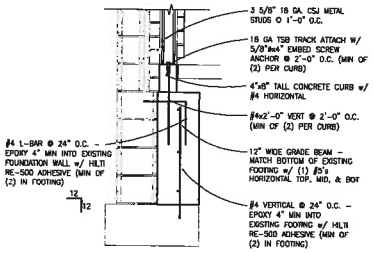
D FOOTING DETAIL @ CMU PILASTER
SCALE: 3/4" = 1' - 0"



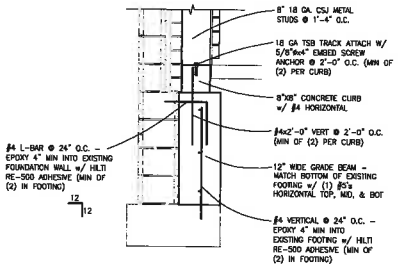
E GRADE BEAM FOOTING DETAIL @ CMU WALL
SCALE: 3/4" = 1' - 0"



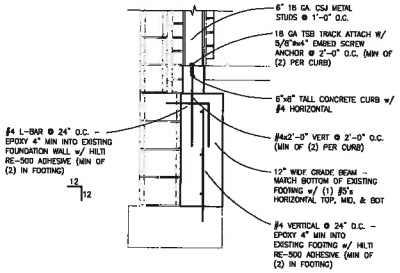
F SLAB EDGE DETAIL @ PATIO
SCALE: 3/4" = 1' - 0"



A FOOTING DETAIL @ 3 5/8" LIGHT GAGE STUDS
SCALE: 3/4" = 1' - 0"



B FOOTING DETAIL @ 8" LIGHT GAGE STUDS
SCALE: 3/4" = 1' - 0"



C FOOTING DETAIL @ 6" LIGHT GAGE STUDS
SCALE: 3/4" = 1' - 0"

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4-8-13

PERMIT SET FOR
November 08, 2013

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08 NOV, 2013
STATE OF NEBRASKA

13-286

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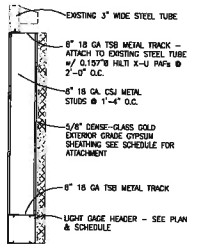
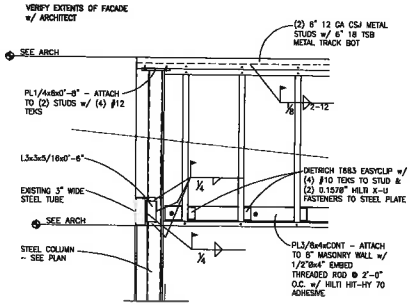
S3.01

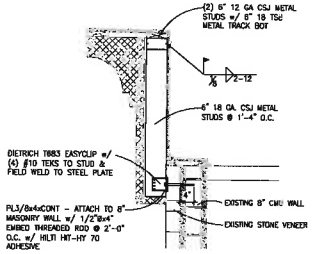
Exhibit "D-2"



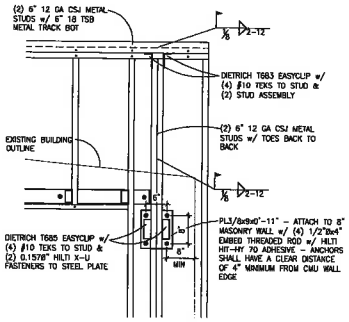
P SECTION AT HEADER AT EXISTING TUBE
SCALE: 3/4" = 1' - 0"



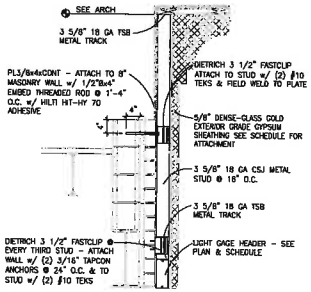
Q CANTILEVERED STEEL TUBE CONNECTION
SCALE: 3/4" = 1' - 0"



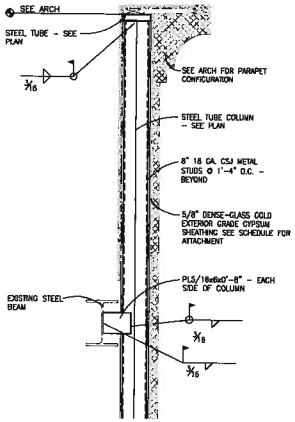
R FACADE ATTACHMENT DETAIL
SCALE: 3/4" = 1' - 0"



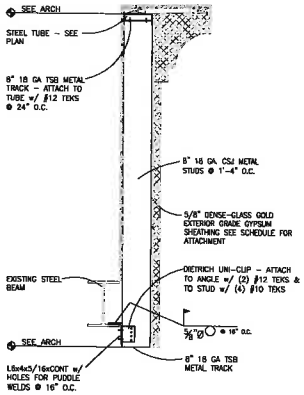
S CANTILEVERED STEEL STUDS ATTACHMENT DETAIL
SCALE: 3/4" = 1' - 0"



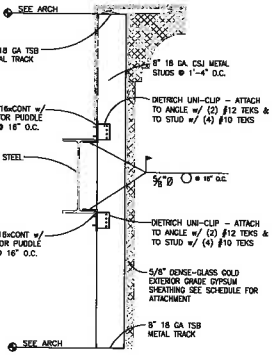
K FACADE DETAIL AT 3 5/8" STUDS w/ HEADER
SCALE: 3/4" = 1' - 0"



L HSS7x7 STEEL TUBE ATTACHMENT
SCALE: 3/4" = 1' - 0"



M SECTION AT STEEL TUBE AT TOP OF WALL
SCALE: 3/4" = 1' - 0"



N FACADE ATTACHMENT ALONG EXISTING BUILDING FRAME
SCALE: 3/4" = 1' - 0"

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S3.02

Exhibit "D-2"

SHEATHING ATTACHMENT SCHEDULE

LOCATION	SHEATHING	FASTENER SIZE	FASTENER SPACING @ PERIMETER OF SHEATHING DECK	FASTENER SPACING @ EDGES OVER FRAMING	BLOCKING/ BRIDGING REQ'D	FASTENER SPACING @ EDGES OVER BLOCKING
WALLS (TYP)	5/8" GYPSUM SHEATHING	#8 TEK SCREWS	6" O.C.	6" O.C	NONE	6" O.C

NOTES:

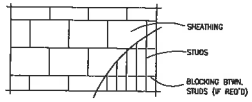
1. SCREWS: USE CORROSION RESISTANT OR STAINLESS STEEL. NAILS SHALL BE CEMENT COATED.

2. SPACE NAILS/SCREWS/STAPLES @ STUDS NOT FALLING @ SHEATHING EDGE @ 1'-0" O.C.

3. SEE GENERAL NOTES FOR SHEATHING TYPE, THICKNESS, VENEER GRADES, SPAN INDEX, AND OTHER INSTALLATION REQUIREMENTS.

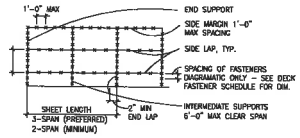
4. BRIDGING WHEN REQUIRED SHALL BE U-CHANNEL FOR METAL STUD SYSTEMS AND SOLID WOOD BLOCKING SAME SIZE AS STUDS FOR WOOD STUD SYSTEMS.

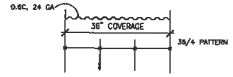
5. GLUE FOR JOINT BETWEEN PLYWOOD AND STUD/BLOCKING SHALL CONFORM TO APA SPECIFICATION AFG-01. PROVIDE 3/8"ø BEAD WHERE GLUE IS REQUIRED. TONGUE AND GROOVE JOINTS SHALL ALSO BE GLUED WHERE GLUING IS REQUIRED.

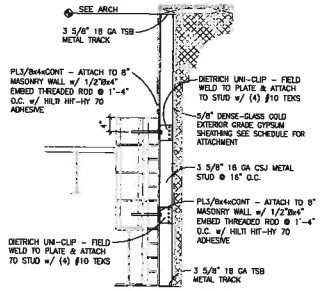


STEEL DECK ATTACHMENT SCHEDULE

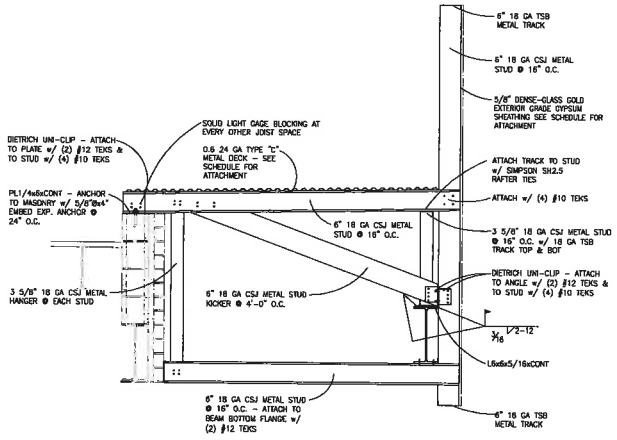
APPLICATION	LOCATION	FASTENER	
		TEK SCREWS	WELDING (USING WELDING WASHERS)
INTERMEDIATE AND END SUPPORTS	ROOF	36/4 PATTERN W/ #12 SCREWS	NOT ALLOWED
SIDELAP	ROOF	(2) #10 SCREWS PER SPAN	NOT ALLOWED



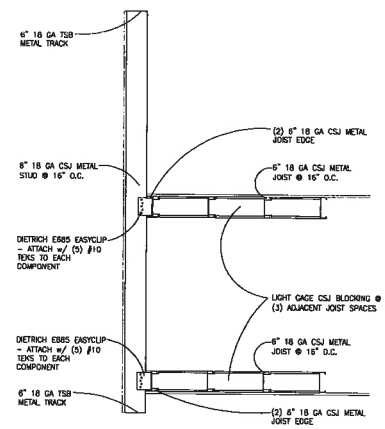




T FACADE ATTACHMENT DETAIL
SCALE: 3/4" = 1' - 0"



U DETAIL AT NEW FACADE & ROOF
SCALE: 3/4" = 1' - 0"



V DETAIL AT NEW FACADE & ROOF
SCALE: 3/4" = 1' - 0"

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05 NOV, 2013
STATE OF NEBRASKA

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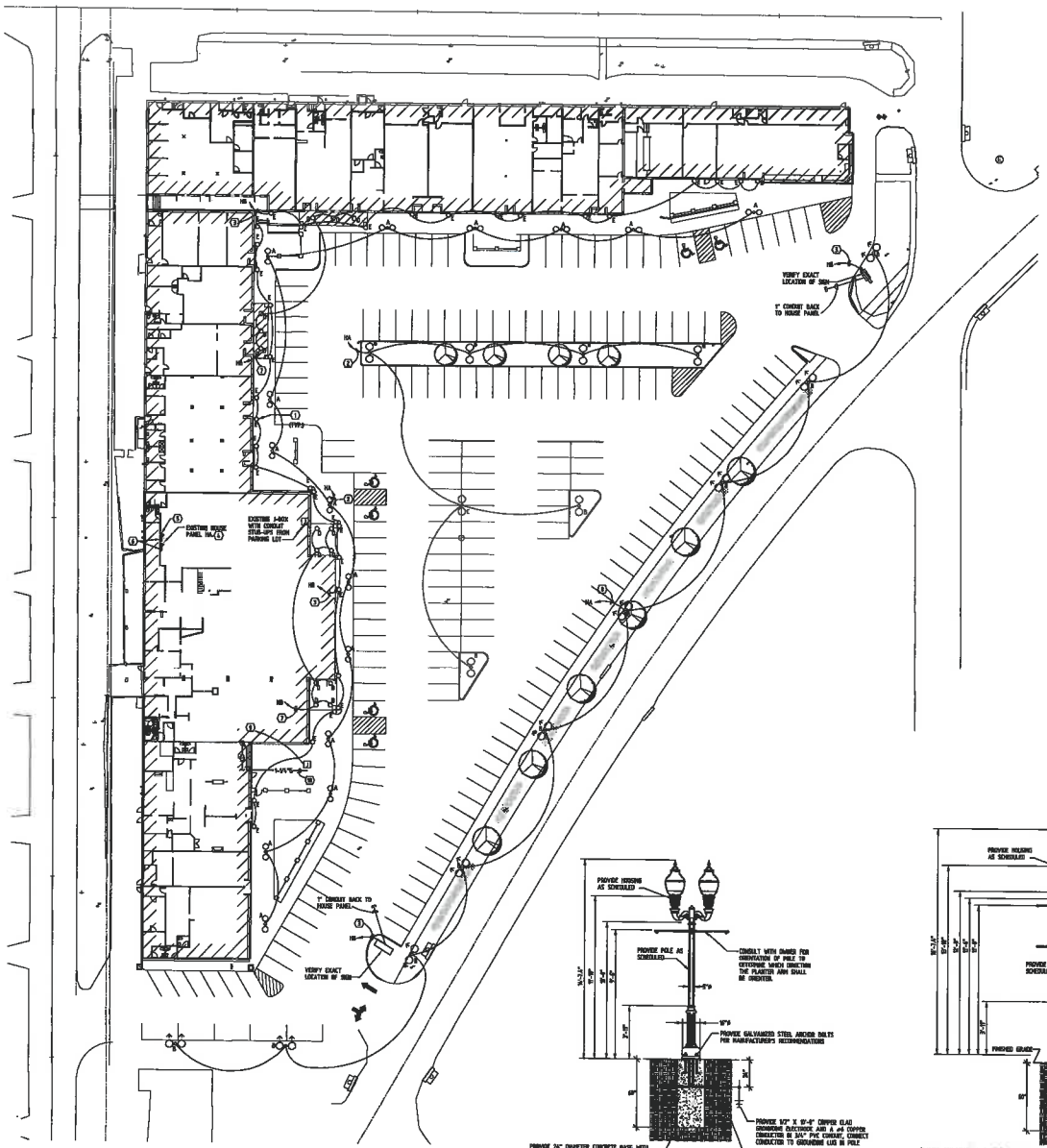
S3.03

Exhibit "D-2"



E 1 / E1.00 SITE LIGHTING PLAN
SCALE: 1" = 30'-0"

LUMINARE SCHEDULE

GENERAL NOTES

- CONTRACTOR SHALL PROVIDE SUBMITTAL SHEETS ON LAMP TYPES FOR REVIEW
- COLOR TEMPERATURE SHALL BE 4000K.
- PHILIPS, OSRAM SYLVANIA, G.E. AND YONTURE ARE ACCEPTABLE LAMP MANUFACTURERS.
- AIM OPTICS PER ARCHITECT'S INSTRUCTIONS
- PRIOR APPROVAL IS NOT REQUIRED, UNLESS OTHERWISE NOTED. SUPPLIER MAY BID ON ANY PRODUCT AS LONG AS THEY MEET ALL SPECIFICATIONS & REQUIREMENTS. IT IS THE SUPPLIER'S RESPONSIBILITY TO PROVE PRODUCT IS EQUAL. ARCHITECT/ENGINEER SHALL REVIEW SUBMITTALS AND HAVE THE FINAL DECISION TO ACCEPT OR REFUSE PRODUCT AS AN EQUAL AFTER BID OPENING.

DESIGNATION	DESCRIPTION	LAMPS			INPUT VOLTAGE	MANUFACTURER	NOTES
		QUANTITY	WATTS	TYPE			
A	(2) 150W MH WASHINGTON STYLE GLOBES AT 120 DEGREES ON 18' HAMILTON POLE, CUTOFF	2	150	MH	208	HOLOPHANE: VOLU-150SV-2S-S-3-S-4-S-64219 HAMILTON ALUMINUM POLE: HLA-10-FS1-S-P08-ABG-BK-S120C-SWC-S100A 2 PLANTER ARMS: BA-20-20-H-S-BC-F AT 17'-0" LOVELAND ARM BRACKET: LVBR-CA-BKR	1, 4
B	(2) 150W MH WASHINGTON STYLE GLOBES AT 120 DEGREES ON 18' HAMILTON POLE WITH BANNER ARMS AND PLANTER ARM, CUTOFF	2	150	MH	208	HOLOPHANE: VOLU-150SV-2S-S-3-S-4-S-64219 LOVELAND ARM BRACKET: LVBR-CA-BKR HAMILTON ALUMINUM POLE: HLA-10-FS1-S-P08-ABG-BK-S120C-SWC-S100A TOP/BOTTOM BANNER ARMS: BA-30-20-H-S-DK AT 17'-0" 1 PLANTER ARM: BA-20-20-H-S-BC-F AT 17'-0"	1, 2
C	(2) 150W MH WASHINGTON STYLE GLOBES AT 180 DEGREES ON 18' HAMILTON POLE WITH BANNER ARMS AND PLANTER ARM, CUTOFF	2	150	MH	208	HOLOPHANE: VOLU-150SV-2S-S-3-S-4-S-64219 LOVELAND ARM BRACKET: LVBR-CA-BKR HAMILTON ALUMINUM POLE: HLA-10-FS1-S-P08-ABG-BK-S120C-SWC-S100A TOP/BOTTOM BANNER ARMS: BA-30-20-H-S-DK AT 17'-0" 1 PLANTER ARM: BA-20-20-H-S-BC-F AT 17'-0"	1, 3
D	RECESSED INCANDESCENT, CUTOFF	1	75	INC	120	PORTFOLIO M27-75-E-7706-H	
E	ARMADILLO DECORATIVE METAL HALIDE UPLIGHT, BELOW 4000 LUMENS	1	39	CMH	120	ERCO 33704.000, 33704.UNV, 33705.023	5, 6

NOTES

1. LUMINAIRE SHALL HAVE PLATED HOUSING FOR EACH GLOBE. PROVIDE WITH FULL BASE COVER, VIBRATION DAMPENERS AND HANDHOLE AT BASE.
2. REFER TO DETAIL E9 FOR ADDITIONAL INFORMATION ABOUT POLE AND MOUNTING LOCATIONS OF BANNER ARMS/ ACCESSORIES.
3. REFER TO DETAIL E4 FOR ADDITIONAL INFORMATION ABOUT POLE AND MOUNTING LOCATIONS OF BANNER ARMS/ ACCESSORIES.
4. REFER TO DETAIL E2 FOR ADDITIONAL INFORMATION ABOUT POLE.
5. REFER TO KEYNOTE 1 FOR ADDITIONAL INSTALLATION INFORMATION.
6. PROVIDE TWO DICHROIC COLOR FILTERS FROM THE LUMINAIRE MANUFACTURER FOR EACH LUMINAIRE. CONSULT WITH OWNER ABOUT COLORS.

SHEET NOTES

KEY NOTE SYMBOL = (#)

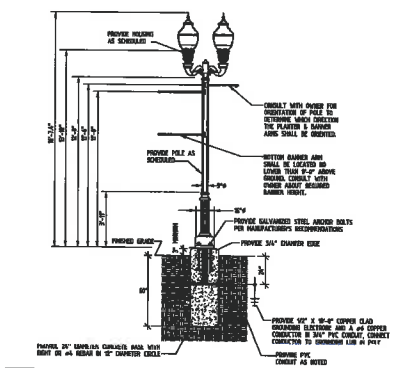
GENERAL NOTES

A. DIRECT POLE GLOBES SO THAT THEY ARE AIMED 180 DEGREES AWAY FROM THE POLE UNLESS OTHERWISE INDICATED BY AN ARROW.
B. DECORATIVE LUMINAIRES HAVE ADJUSTABLE ASYMMETRIC OPTICS. AIMING SO THAT THEY CAN BE AIMED TOWARDS THE COLUMN.
C. PROGRAM TIMECLOCK PER OWNER'S REQUIREMENTS.
D. ALL CIRCUITS SHALL HAVE A SEPARATE NEUTRAL AND GROUND WIRE, AS REQUIRED.
E. EXISTING CIRCUITS AT HOUSE PANELS THAT ARE TO REMAIN IN USE, SHALL NOT BE DISCONNECTED OR AFFECTED BY THIS WORK. CONTRACTOR SHALL ENSURE INTEGRITY OF THESE CIRCUITS IS MAINTAINED THROUGHOUT CONSTRUCTION.
F. CONDUITS FOR POLE MOUNT LUMINAIRES SHALL BE DIRECT BURIED.
G. COORDINATE ALL UTILITY LOCATIONS WITH GENERAL CONTRACTOR AND CIVIL PLANS.VERIFY EXACT LOCATION OF ALL PRIVATE AND PUBLIC UTILITIES BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ALL UTILITIES DAMAGED WHILE DIGGING. CALL 1-800-331-3666, BLUESTAKE HOTLINE PRIOR TO START OF WORK.
H. INSTALL POLE BASES A 3'-0" FROM EDGE OF SIDEWALK TO CENTER OF POLE BASE AND MAINTAIN A MINIMUM 5'-0" CLEARANCE OF UNDERGROUND STORM SEWER, SANITARY SEWER, AND UNDERGROUND UTILITIES.
I. COORDINATION ON CONDUIT/WIRE SHALL BE DONE PRIOR TO INSTALLATION. ALL CONDUITS SHALL INCLUDE A PULL ROPE OR TWINE.
J. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE WORK REQUIRED BY UTILITIES & FOR CLEARING OVERHEAD/UNDERGROUND ROUTES. CONDUIT RUNS ARE DIAGRAMMATIC & SHOWN FOR BIDDING PURPOSES ONLY. ACTUAL LOCATIONS SHALL BE DETERMINED IN THE FIELD. IN ALL NON-RESIDENTIAL TYPE AREAS, WIRE SHALL BE INSTALLED IN ENT CONDUIT.
K. ALL WIRING AND CONDUIT TO POLE LUMINAIRES, DECORATIVE LUMINAIRES, DOWNARMS, ETC. SHALL BE MADE UNDERGROUND.

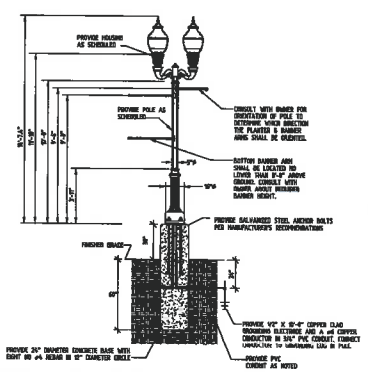
KEY NOTES

1. LOCATE LUMINAIRE SO THAT THE CENTER IS 12" AWAY FROM THE COLUMN BASE. LUMINAIRE SHALL BE EXACTLY CENTERED ON THE COLUMN. FOLLOW ALL MANUFACTURER INSTALLATION RECOMMENDATIONS TO PREVENT MOISTURE FROM ENTERING THE LUMINAIRE. AIM LUMINAIRE TO GRAZE LIGHT ALL THE WAY UP THE COLUMN. APPLY SEALS BE DONE IN THE BASE.
2. ROUTE 2-#6 AND #8 GROUND IN 1 1/4" C. THROUGH EXISTING CONTACTOR AND TERMINATE TO EXISTING 50A/2 BREAKER.
3. ROUTE 2-#6 AND #8 GROUND IN 1" C. THROUGH EXISTING CONTACTOR AND TERMINATE TO EXISTING 20A/1 BREAKER.
4. HOUSE PANEL 1M - 120 AMP MLO SINGLE PHASE 3P 4W SURFACE MOUNT WITH 3-50A/2, 15-20A/1, AND 9 SPACES. CUTLER HAMMER. SERVED BY 400 AMP DISTRIBUTION PANEL.
5. HOUSE PANEL 1N - 125 AMP MLO SINGLE PHASE 3P 4W SURFACE MOUNT WITH 18-50A/1 AND 3 SPACES. CUTLER HAMMER.
6. LIGHTING CONTACTOR AND ELECTRO-MECHANICAL TIMECLOCK.
7. ROUTE 2-#6 AND #8 GROUND IN 3/4" CONDUIT THROUGH EXISTING CONTACTOR AND TERMINATE TO EXISTING 20A/1 BREAKER.
8. ROUTE 2-#6 AND #8 GROUND IN 1 1/4" C. THROUGH EXISTING CONTACTOR AND TERMINATE TO EXISTING 50A/2 BREAKER.
9. ROUTE 3/4" C. TO FUTURE GAS FIREPLACE. VERIFY LOCATION. STUB TO ACCESSIBLE AREA AT TENANT SPACE FOR FUTURE 120V CONNECTION.
10. EXTEND 1-1/4" PVC/YONTURE SDR 11 GAS PIPING UNDER GROUND TO FUTURE FIREPLACE. EXTEND GAS PIPING UP INTERIOR WALL TO ABOVE CEILING OF TENANT SPACE AND TERMINATE WITH CAP AND VALVE. VERIFY WITH OWNER EXACT LOCATION OF FUTURE FIRE PLACE FOR EXACT LOCATION OF GAS TERMINATION.

E 2 / E1.00 TYPE A - POLE MOUNT LIGHT FIXTURE DETAIL
SCALE: NONE



E 3 / E1.00 TYPE B - POLE MOUNT LIGHT FIXTURE DETAIL
SCALE: NONE



E 4 / E1.00 TYPE C - POLE MOUNT LIGHT FIXTURE DETAIL
SCALE: NONE

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PROJECT #: 13-074

Piedmont Shopping Center
Site/Common Areas
1265 S Cotner Blvd
Lincoln, Nebraska

DATE: 11/05/13

Site Lighting Plan

E1.00

Exhibit "D-2"

ELECTRICAL SPECIFICATIONS

260000 GENERAL REQUIREMENTS

RULES & REGULATIONS: THE WORK COVERED UNDER THESE SPECIFICATIONS IS INTENDED TO INCLUDE THE FURNISHING OF ALL EQUIPMENT, MATERIALS & LABOR ON REASONABLY INCIDENTAL TO THE COMPLETE OPERATING INSTALLATION OF SYSTEMS. ALL WORKMANMATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE, THE NATIONAL FIRE PROTECTION ASSOCIATION & SHALL COMPLY WITH ALL FEDERAL/STATE/LOCAL CODES & AUTHORITY HAVING JURISDICTION. THOROUGHLY FAMILIARIZE OURSELF WITH THE PLANS, SPECIFICATIONS & CONDITIONS COVERING THE JOB & REVIEW ALL SHEETS FOR EXTENT OF WORK. NOTIFY THE ARCHITECT/ENGINEER IMMEDIATELY IF ANY DISCREPANCIES/UNUSUAL CONDITIONS ARE ENCOUNTERED. IN THE EVENT OF CONFLICT, THE MORE STRINGENT/EXPENSIVE SHOULD BE BID UNLESS AN ADDENDUM CAN BE ISSUED TO CORRECT THE SITUATION. THESE PLANS ARE SCHEMATIC IN NATURE & ARE NOT INTENDED TO SHOW EVERY DETAIL.

APPLICATIONS: THE CONTRACTOR SHALL ARRANGE TO COMPLY WITH ALL PERMITS/LICENSES/FEES/INSPECTIONS REQUIRED FOR WORK UNDER THIS CONTRACT & SHALL BE OBTAINED/PAID FOR BY THE CONTRACTOR.

OUTAGES: ALL WORK SHALL BE ARRANGED SO THAT POWER IS AVAILABLE TO THE EXISTING BUILDING AT ALL TIMES, EXCEPT FOR SHORT PERIODS NECESSARY TO COMPLETE WORK. THE CONTRACTOR SHALL COORDINATE SERVICE INTERRUPTIONS WITH OWNER/MAINTENANCE STAFF. SERVICE TO EXISTING AREAS SHALL NOT BE DISCONNECTED UNTIL NEW OR TEMPORARY CONNECTIONS ARE MADE.

TEMPORARY POWER: THE CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARILY SUPPLYING POWER PRIOR TO PERMANENT INSTALLATION OF SERVICE EQUIPMENT. ALL TEMPORARY INSTALLATIONS SHALL BE REMOVED AT THE END OF THE PROJECT.

DEMOLITION: THESE PLANS REPRESENT THE BEST INFORMATION AVAILABLE DURING SITE INVESTIGATION/EXISTING DRAWINGS. THEY MAY NOT IDENTIFY EVERY ITEM. THE CONTRACTOR IS RESPONSIBLE FOR ALL ELECTRICAL ITMS WHICH MUST BE REMOVED FOR NEW CONSTRUCTION. EXTRA CARE SHOULD BE TAKEN NOT TO DAMAGE EXISTING FINISHES. ALL REPAIRS SHALL BE AT THE EXPENSE OF THE CONTRACTOR. RACEWAYS THAT ARE NOT CONCEALED IN WALLS/FLOOR SLAB, & ARE NOT TO BE REUSED, SHALL BE REMOVED. WIRE SHALL BE REMOVED TO SOURCE. ABANDONED CONDUIT SHALL BE CUT OFF FLUSH WHERE IT EXISTS THE WALL/FLOOR & SEALED. EXISTING RACEWAYS SHALL BE SUPPORTED IF NOT EDGE COMPLIANT. PROVIDE BLANK WALL PLATE FOR DEVICES REMOVED FROM EXISTING WALLS. PATCH ALL HOLES FROM THE REMOVAL OF ELECTRICAL ITEMS & PAINT. RECONNECT EXISTING ELECTRICAL ITEMS TO THE NEW ELECTRICAL SYSTEM. ELECTRICAL SYSTEMS IN UNAFFECTED AREAS ARE NOT TO BE DISTURBED. OWNER SHALL HAVE FIRST SALVAGE RIGHTS ON ALL ITEMS. REMOVE ALL MATERIALS, NOT CLAIMED AS SALVAGE, FROM PREMISES. ALL MATERIALS TO BE DISPOSED OF PROPERLY.

QUALITY ASSURANCE: ELECTRICAL COMPONENTS, DEVICES, & ACCESSORIES: LISTED & LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, & FABRICED FOR INTENDED LOCATION & APPLICATION.

CLEANUP: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP DURING & AT CONCLUSION OF CONSTRUCTION PERIOD. NO MATERIALS SHALL BE LEFT ON SITE WHEN WORK IS COMPLETED. ALL MATERIALS SHALL BE DISPOSED OF PROPERLY. OWNER SHALL HAVE SALVAGE RIGHTS ON ALL ITEMS.

WARRANTY: THE CONTRACTOR SHALL WARRANT ALL WORK & MATERIALS UNDER THIS CONTRACT FOR A PERIOD OF ONE-1-YEAR FROM FINAL ACCEPTANCE. THE CONTRACTOR SHALL ASSIST IN REPAIR/REPLACE, FREE OF CHARGE, ANY ITEM WHICH IS DEFECTIVE DUE TO FAULTY WORKMANSHIP.

SHOP DRAWINGS: THE CONTRACTOR SHALL STAMP, DATE & SIGN EACH SUBMITTAL TO INDICATE CONFORMANCE WITH CONTRACT DOCUMENTS. THE ARCHITECT/ENGINEER SHALL BE THE FINAL JUDGE OF ITEMS SUBSTITUTED FOR THOSE SPECIFIED. SHOP DRAWINGS SHALL BE SUBMITTED FOR THE FOLLOWING:

- ENCLOSED SWITCHES/BREAKERS
- EXTERIOR LIGHTING

OPERATION & MAINTENANCE DATA: ADMINISTRATIVE & PROCEDURAL REQUIREMENTS FOR PREPARING OPERATION & MAINTENANCE MANUALS, INCLUDING THE FOLLOWING:

- OPERATION & MAINTENANCE DOCUMENTATION DIRECTORY
- EMERGENCY MANUALS
- OPERATION MANUALS FOR SYSTEMS, SUBSYSTEMS & EQUIPMENT
- PRODUCT MAINTENANCE MANUALS
- SYSTEMS & EQUIPMENT MAINTENANCE MANUALS.

SUBMIT OPERATIONS & MAINTENANCE MANUALS IN THE FOLLOWING FORMAT:

- PDF ELECTRONIC FILE. ASSEMBLE EACH MANUAL INTO A COMPOSITE ELECTRONICALLY-INDEXED FILE. SUBMIT ON DIGITAL MEDIA ACCEPTABLE TO ARCHITECT.
- THREE PAPER COPIES. INCLUDE A COMPLETE OPERATION & MAINTENANCE DIRECTORY. ENCLOSE TITLE PAGES & DIRECTORIES IN CLEAR PLASTIC SLEEVES.

260500 COMMON WORK RESULTS

COORDINATION: COORDINATE ARRANGEMENT, MOUNTING, & SUPPORT OF ELECTRICAL EQUIPMENT IN CONNECTING RACEWAYS, CABLES, WIREWAYS, CABLE TRAYS, & BUSWAYS WILL BE CLEAR OF OBSTRUCTIONS & OF THE WORKING & ACCESS SPACE OF OTHER EQUIPMENT.

COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION:

- COMPLY WITH NECA 1.
- EQUIPMENT: INSTALL TO FACILITATE SERVICE, MAINTENANCE, & REPAIR OR REPLACEMENT OF COMPONENTS OF BOTH ELECTRICAL EQUIPMENT & OTHER NEARBY INSTALLATIONS. CONNECT IN SUCH A WAY AS TO FACILITATE FUTURE DISCONNECTING WITH MINIMUM INTERFERENCE OF OTHER ITEMS IN THE VICINITY.

SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS:

- FIRE-RATED ASSEMBLIES: INSTALL SLEEVES FOR PENETRATIONS OF FIRE-RATED FLOOR & WALL ASSEMBLIES UNLESS OPENINGS COMPATIBLE WITH FIRESTOP SYSTEM USED ARE FABRICATED DURING CONSTRUCTION OF FLOOR OR WALL.
- CUT SLEEVES TO LENGTH FOR MOUNTING FLUSH WITH BOTH SURFACES OF WALLS.
- EXTEND SLEEVES INSTALLED IN FLOORS 2 INCHES ABOVE FINISHED FLOOR LEVEL.
- SEAL SPACE OUTSIDE OF SLEEVES WITH GROUT FOR PENETRATIONS OF CONCRETE AND MASONRY.
- INTERIOR PENETRATIONS OF NON-FIRE-RATED WALLS & FLOORS: SEAL ANNULAR SPACE BETWEEN SLEEVE & RACEWAY OR CABLE, USING JOINT SEALANT APPROPRIATE FOR SIZE, DEPTH, & LOCATION OF JOINT.
- FIRE-RATED-ASSEMBLY PENETRATIONS MAINTAIN INDICATED FIRE RATING OF WALLS, PARTITIONS, CEILINGS, & FLOORS AT RACEWAY & CABLE PENETRATIONS. INSTALL SLEEVES & SEAL RACEWAY & CABLE PENETRATION SLEEVES WITH FIRESTOP MATERIALS.
- ROOF-PENETRATION SLEEVES: SEAL PENETRATION OF INDIVIDUAL RACEWAYS AND CABLES WITH FLEXIBLE ROOT-TYPE FLASHING UNITS APPLIED IN COORDINATION WITH ROOFING WORK.

SLEEVE-SEAL INSTALLATION:

- INSTALL TO SEAL EXTERIOR WALL PENETRATIONS.
- USE TYPE & MANNER OF SEALING ELEMENTS RECOMMENDED BY MANUFACTURER FOR RACEWAY OR CABLE MATERIAL & SIZE.

260519 LOW VOLTAGE CONDUCTORS AND CABLES

SUMMARY: BUILDING WIRES & CABLES RATED 600 V & LESS.

CONDUCTORS & CABLES:

- COPPER CONDUCTORS: COMPLY WITH NEMA WC 70.
- CONDUCTOR INSULATION: COMPLY WITH NEMA WC 70 FOR TYPE THHW-THWN.
- MULTICONDUCTOR CABLE: COMPLY WITH NEMA WC 70 FOR METAL-CLAD CABLE, TYPE MC; THERMOSTATIC-SHEATHED CABLE, TYPE MHC WITH GROUND WIRE.

CONDUCTOR MATERIAL APPLICATIONS:

- FEEDERS: COPPER. SOLID FOR NO. 10 AWG & SMALLER; STRANDED FOR NO. 8 AWG & LARGER.
- BRANCH CIRCUITS: COPPER. SOLID FOR NO. 10 AWG & SMALLER; STRANDED FOR NO. 8 AWG & LARGER; STRANDED FOR NO. 10 AWG & SMALLER IF ACCEPTABLE.

CONDUCTOR INSULATION & MULTICONDUCTOR CABLE APPLICATIONS & WIRING METHODS: TYPE THHN-THWN, SINGLE CONDUCTORS IN RACEWAY; METAL-CLAD CABLE, TYPE MC; THERMOSTATIC-SHEATHED CABLE, TYPE MHC; NO. 12 AWG, UNLESS OTHERWISE INDICATED.

INSTALLATION OF CONDUCTORS & CABLES: CONCEAL CABLES IN FINISHED WALLS, CEILING, & FLOORS, UNLESS OTHERWISE INDICATED. INSTALL EXPOSED CABLES PARALLEL & PERPENDICULAR TO SURFACES OF EXPOSED STRUCTURAL MEMBERS, & FOLLOW SURFACE CONTOURS WHERE POSSIBLE. LOW VOLTAGE CABLES NOT INSTALLED IN RACEWAY SHALL BE PLENUM RATED. ALL BRANCH CIRCUITS SHALL HAVE A SEPARATE GREEN GROUND WIRE & SEPARATE NEUTRAL WIRE.

IDENTIFICATION: IDENTIFY & COLOR-CODE CONDUCTORS & CABLES ACCORDING TO NEC, ARTICLE 210.5.

FIELD QUALITY CONTROL: AFTER INSTALLING CONDUCTORS & CABLES & BEFORE ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, TEST FOR COMPLIANCE WITH REQUIREMENTS. PERFORM EACH VISUAL & MECHANICAL INSPECTION & ELECTRICAL TEST STATED IN NETA ACCEPTANCE TESTING SPECIFICATION. CERTIFY COMPLIANCE WITH TEST PARAMETERS.

260526 GROUNDING AND BONDING

QUALITY ASSURANCE: COMPLY WITH UL 467 FOR GROUNDING & BONDING MATERIAL & EQUIPMENT.

EQUIPMENT GROUNDING: INSTALL INSULATED EQUIPMENT GROUNDING CONDUCTORS WITH ALL FEEDERS & BRANCH CIRCUITS. INSTALL INSULATED EQUIPMENT GROUND CONDUCTORS WITH THE FOLLOWING ITEMS, IN ADDITION TO THOSE REQUIRED BY NFPA 70: FEEDERS & BRANCH CIRCUITS, LIGHTING CIRCUITS, RECEPTACLE CIRCUITS, SINGLE/THREE-PHASE MOTOR & APPLIANCE BRANCH CIRCUITS, FLEXIBLE RACEWAY RUNS, COMPUTER & RACK-MOUNTED ELECTRONIC EQUIPMENT CIRCUITS.

INSTALLATION: GROUNDING CONDUCTORS: ROUTE ALONG SHORTEST & STRAIGHTEST PATHS POSSIBLE, UNLESS OTHERWISE INDICATED OR REQUIRED BY CODE. AVOID OBSTRUCTING ACCESS OR PLACING CONDUCTORS WHERE THEY MAY BE SUBJECTED TO STRAIN, IMPACT, DAMAGE.

260529 HANGERS AND SUPPORTS

CONDUIT & CABLE SUPPORT DEVICES: STEEL HANGERS, CLAMPS, & ASSOCIATED FITTINGS, DESIGNED FOR TYPES & SIZES OF RACEWAY OR CABLE TO BE SUPPORTED.

EXECUTION: COMPLY WITH NECA 1 AND NECA 101 FOR APPLICATION OF HANGERS & SUPPORTS FOR ELECTRICAL EQUIPMENT & SYSTEMS. SPACE SUPPORTS FOR EMT, RMC, IMC AS REQUIRED BY NFPA 70. MINIMUM ROD SIZE SHALL BE 1/4 INCH IN DIAMETER.

INSTALLATION: COMPLY WITH NECA 1 & NECA 101 FOR INSTALLATION REQUIREMENTS. ANCHOR & FASTEN ELECTRICAL ITEMS & THEIR SUPPORTS TO BUILDING STRUCTURAL ELEMENTS. CUT, FIT, & PLACE MISCELLANEOUS METAL SUPPORTS ACCURATELY IN LOCATION, ALIGNMENT, & ELEVATION TO SUPPORT & ANCHOR ELECTRICAL MATERIAL & EQUIPMENT.

CONCRETE BASES: CONSTRUCT BASES OF DIMENSIONS INDICATED BY NOT LESS THAN 4 INCHES LARGER IN BOTH DIRECTIONS THAN SUPPORTED UNIT, AND SO ANCHORS WILL BE A MINIMUM OF 10 BOLT DIAMETERS FROM EDGE OF THE BASE. ANCHOR EQUIPMENT TO CONCRETE BASE. CHAMFER EDGES OF CONCRETE.

260533 RACEWAYS AND BOXES

SUMMARY: RACEWAYS, FITTINGS, BOXES, ENCLOSURES, & CABINETS FOR ELECTRICAL WIRING. RACEWAYS SHALL BE LOCATED & ROUTED SUCH THAT THEY ARE PERPENDICULAR & PARALLEL TO WALLS, CEILINGS & STRUCTURES. THEY SHALL NOT BE RUN DIAGONALLY OR AT OBTUSE ANGLES IF AT ALL POSSIBLE. ENGINEER SHALL BE NOTIFIED & MADE AWARE OF POSSIBLE UNFORESEEN SITUATIONS DEVIATING FROM THIS REQUIREMENT.

QUALITY ASSURANCE: COMPLY WITH NFPA 70.

RACEWAY APPLICATIONS:

- OUTDOORS:
  - EXPOSED CONDUIT: RIGID STEEL CONDUIT
  - CONCEALED CONDUIT, ABOVEGROUND: RIGID STEEL CONDUIT
  - UNDERGROUND CONDUIT: RMC, TYPE UPC-40 PVC, DIRECT BURIED
  - CONNECTION TO VIBRATING EQUIPMENT: LFMC.
  - BOXES & ENCLOSURES, ABOVEGROUND: NEMA 3R, TYPE 3R OR 4 INDOOR:
  - EXPOSED, NOT SUBJECT TO PHYSICAL DAMAGE: EMT
  - CONCEALED IN CEILINGS & INTERIOR WALLS & PARTITIONS: EMT
  - CONNECTION TO VIBRATING EQUIPMENT: FMC, EXCEPT USE LFMC IN DAMP OR WET LOCATIONS
  - DAMP OR WET LOCATION: RIGID STEEL CONDUIT
  - RACEWAYS FOR OPTICAL FIBER OR COMMUNICATIONS CABLE: EMT
  - BOXES & ENCLOSURES: NEMA 3R, TYPE 3, EXCEPT USE NEMA 4X, TYPE 4 STAINLESS STEEL IN BOATHOUSE IN DAMP OR WET LOCATIONS

RACEWAY FITTINGS: COMPATIBLE WITH RACEWAYS & SUITABLE FOR USE & LOCATION. STEEL, SET-SCREW OR COMPRESSION TYPE.

EXECUTION:

- WIRING SHALL BE INSTALLED IN RACEWAYS, UNLESS OTHERWISE INDICATED. RUNS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE DETERMINED IN THE FIELD.
- RACEWAYS IN GENERAL, EXCEPT WHERE OTHERWISE INDICATED: SHALL BE ELECTRICAL METALLIC TUBING, 3/4" MINIMUM SIZE.
- IN THE RARE OCCASIONS THAT A DEVICE DOES NOT ACCEPT A 3/4" CONDUIT A 1/2" CONDUIT IS ACCEPTABLE AS LONG AS THE 1/2" CONDUIT IS KEPT TO A LENGTH NO LONGER THAN 4'-0" IN LENGTH.
- AT NO TIME SHALL THE NATIONAL ELECTRICAL CODE CONDUIT FILL REQUIREMENTS BE EXCEEDED.

INSTALLATION:

- CONCEAL CONDUIT & EMT WITHIN FINISHED WALLS, CEILINGS, & FLOORS, UNLESS OTHERWISE INDICATED.
- INSTALL PULL WIRES IN EMPTY RACEWAYS. USE POLYPROPYLENE OR MONOFILAMENT PLASTIC LINE WITH NOT LESS THAN 200-LB TENSILE STRENGTH. LEAVE AT LEAST 12 INCHES OF SLACK AT EACH END OF PULL WIRE.
- EQUIPMENT SUBJECT TO VIBRATION, NOISE TRANSMISSION, OR MOVEMENT & FOR TRANSFORMERS & MOTORS, SHALL HAVE A MAXIMUM LENGTH OF 36 INCHES FOR FLEXIBLE CONDUIT.
- APPLY FIRESTOPPING TO ELECTRICAL PENETRATIONS OF FIRE-RATED FLOOR & WALL ASSEMBLIES TO RESTORE ORIGINAL FIRE-RESISTANCE RATING OF ASSEMBLY.

265600 EXTERIOR LIGHTING

GENERAL REQUIREMENTS FOR LUMINAIRES:

- LUMINAIRES SHALL COMPLY WITH UL 1598 & BE LISTED & LABELED FOR INSTALLATION IN WET LOCATION BY AN NRTL ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION.
- METAL PARTS: FREE OF BURRS & SHARP CORNERS & EDGES.
- SHEET METAL COMPONENTS: CORROSION-RESISTANT ALUMINUM UNLESS OTHERWISE INDICATED. FORM & SUPPORT TO PREVENT WARPING & SAGGING.
- HOUSING: RIGIDLY FORMED, WEATHER- & LIGHT-TIGHT ENCLOSURES THAT WILL NOT WARP, SAG, OR DEFORM IN USE. PROVIDE FILTER/BREATHER FOR ENCLOSED LUMINAIRES.
- DOORS, FRAMES, & OTHER INTERNAL ACCESS: SMOOTH OPERATING, FREE OF LIGHT LEAKAGE UNDER OPERATING CONDITIONS, & DESIGNED TO PERMIT RELAMPING WITHOUT USE OF TOOLS. DESIGNED TO PREVENT DOORS, FRAMES, LENSES, DIFFUSERS, & OTHER COMPONENTS FROM FALLING ACCIDENTALLY DURING RELAMPING & WHEN SECURED IN OPERATING POSITION. DOORS SHALL BE REMOVABLE FOR CLEANING OR REPLACING LENSES. DESIGNED TO DISCONNECT BALLAST WHEN DOOR OPENS.
- EXPOSED HARDWARE MATERIAL: STAINLESS STEEL.
- PLASTIC PARTS: HIGH RESISTANCE TO YELLOWING & OTHER CHANGES DUE TO AGING, EXPOSURE TO HEAT, & UV RADIATION.
- LENSES AND REFRACTORS GASKETS: USE HEAT- & AGING-RESISTANT RESILIENT GASKETS TO SEAL & CUSHION LENSES & REFRACTORS IN LUMINAIRE DOORS.
- LUMINAIRE FINISH: MANUFACTURER'S STANDARD PAINT APPLIED TO FACTORY-ASSEMBLED & TESTED LUMINAIRE BEFORE SHIPPING. WHERE INDICATED, MATCH FINISH PROCESS & COLOR OF POLE OR SUPPORT MATERIALS.
- FACTORY-APPLIED FINISH FOR ALUMINUM LUMINAIRES: CLASS 1, COLOR ANODIC FINISH: AA-M10C22A41A41A (MECHANICAL FINISH: MEDIUM SATIN; CHEMICAL FINISH: ETCHED, MEDIUM MATTE; ANODIC COATING: ARCHITECTURAL CLASS 1, INTERNALLY COLORED OR ELECTROLYTICALLY DEPOSITED COLOR COATING 0.018 MM OR THICKER) COMPLYING WITH AAMA 611.
  - COLOR: NATURAL ALUMINUM
- FACTORY-APPLIED LABELS: COMPLY WITH UL 1598. INCLUDE RECOMMENDED LAMPS & BALLASTS. LABELS SHALL BE LOCATED WHERE THEY WILL BE READILY VISIBLE TO SERVICE PERSONNEL, BUT NOT SEEN FROM NORMAL VIEWING ANGLES WHEN LAMPS ARE IN PLACE.

BALLASTS FOR HID LAMPS:

- COMPLY WITH ANSI C82.4 & UL 1029 & CAPABLE OF OPEN-CIRCUIT OPERATION WITHOUT REDUCTION OF AVERAGE LAMP LIFE. INCLUDE THE FOLLOWING FEATURES UNLESS OTHERWISE INDICATED:
  - BALLAST CIRCUIT: CONSTANT-WATTAGE AUTOTRANSFORMER OR REGULATING HIGH-POWER-FACTOR TYPE.
  - MINIMUM STARTING TEMPERATURE: MINUS 22 DEG F.
  - NORMAL AMBIENT OPERATING TEMPERATURE: 104 DEG F.
  - BALLAST FUSES: ONE IN EACH UNGROUNDED POWER SUPPLY CONDUCTOR. VOLTAGE & CURRENT RATINGS AS RECOMMENDED BY BALLAST MANUFACTURER.

HID LAMPS: CERAMIC, PULSE-START, METAL-HALIDE LAMPS: MINIMUM CRI 80, & CCT COLOR TEMPERATURE 4000 K.

GENERAL REQUIREMENTS FOR POLES & SUPPORT COMPONENTS:

- STRUCTURAL CHARACTERISTICS: COMPLY WITH AASHTO LTS-4-M.
  - STRENGTH ANALYSIS: FOR EACH POLE, MULTIPLY THE ACTUAL EQUIVALENT PROJECTED AREA OF LUMINAIRES & BRACKETS BY A FACTOR OF 1.3 TO OBTAIN THE EQUIVALENT PROJECTED AREA TO BE USED IN POLE SELECTION STRENGTH ANALYSIS.
- LUMINAIRE ATTACHMENT PROVISIONS: COMPLY WITH LUMINAIRE MANUFACTURER'S MOUNTING REQUIREMENTS. USE STAINLESS-STEEL FASTENERS & MOUNTING BOLTS UNLESS OTHERWISE INDICATED.
- MOUNTINGS, FASTENERS, & APPURTENANCES: CORROSION-RESISTANT ITEMS COMPATIBLE WITH SUPPORT COMPONENTS.
  - MATERIALS: SHALL NOT CAUSE GALVANIC ACTION AT CONTACT POINTS.
  - ANCHOR BOLTS, LEVELING NUTS, BOLT CAPS, & WASHERS: HOT-DIP GALVANIZED AFTER FABRICATION UNLESS OTHERWISE INDICATED.
  - ANCHOR-BOLT TEMPLATE: PLYWOOD OR STEEL.
- HANDHOLE: OVAL-SHAPED, WITH MINIMUM CLEAR OPENING OF 5-1/2 BY 5 INCHES, WITH COVER SECURED BY STAINLESS-STEEL CAPTIVE SCREWS.
- CONCRETE POLE FOUNDATIONS: CAST IN PLACE, WITH ANCHOR BOLTS TO MATCH POLE-BASE FLANGE.

ALUMINUM POLES:

- SEAMLESS, EXTRUDED STRUCTURAL TUBE COMPLYING WITH ASTM B 429/B 429M, ALLOY 6063-T6 WITH ACCESS HANDHOLE IN POLE WALL.
- POLES: ASTM B 308, 5052-H34 MARINE SHEET ALLOY WITH ACCESS HANDHOLE IN POLE WALL.
  - SHAPE: ROUND, STRAIGHT
  - MOUNTING PROVISIONS: BUTT FLANGE PRO BOLTED MOUNTING ON FOUNDATION OR BREAKAWAY SUPPORT.
  - GROUNDING & BONDING LUGS: WELDED 1/2-INCH THREADED LUG, COMPLYING WITH REQUIREMENTS IN "GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS" LISTED FOR ATTACHING GROUNDING & BONDING CONDUCTORS OF TYPE & SIZE LISTED IN THAT SECTION, & ACCESSIBLE THROUGH HANDHOLE.
  - BRACKETS FOR LUMINAIRES: DETACHABLE, WITH POLE & ADAPTER FITTING OF CAST ALUMINUM. ADAPTER FITTING WELDED TO POLE & BRACKET, THEN BOLTED TOGETHER WITH STAINLESS-STEEL BOLTS.
    - TAPERED OVAL CROSS SECTION, WITH STRAIGHT TUBULAR END SECTION TO ACCOMMODATE LUMINAIRE.
    - FINISH: SAME AS POLE & LUMINAIRE.
- ALUMINUM FINISH: COMPLY WITH AAMAS "METAL FINISHES MANUAL FOR ARCHITECTURAL & METAL PRODUCTS" FOR RECOMMENDATIONS FOR APPLYING & DESIGNATING FINISHES.
  - CLASS 1, COLOR ANODIC FINISH: AA-M10C22A41A41A (MECHANICAL FINISH: MEDIUM SATIN; CHEMICAL FINISH: ETCHED, MEDIUM MATTE; ANODIC COATING: ARCHITECTURAL CLASS 1, INTERNALLY COLORED OR ELECTROLYTICALLY DEPOSITED COLOR COATING 0.018 MM OR THICKER) COMPLYING WITH AAMA 611.
  - COLOR: NATURAL ALUMINUM.

POLE ACCESSORIES:

- BASE COVERS: MANUFACTURER'S STANDARD METAL UNITS, ARRANGED TO COVER POLE'S MOUNTING BOLTS & NUTS. FINISH SAME AS POLE.
- TRANSFORMER TYPE BASE: SAME MATERIAL & COLOR AS POLE. COORDINATE DIMENSIONS TO SUIT POLE'S BASE FLANGE & ACCEPT BALLASTS & INDICATED ACCESSORIES.

ELECTRICAL SITE SYMBOLS

GENERAL NOTES

- THIS LEGEND IS GENERAL IN NATURE, NOT ALL SYMBOLS SHOWN ARE USED
- LIGHT SHADING INDICATES ITEM IS EXISTING TO REMAIN

(1) KEY NOTE IDENTIFICATION

POLE MOUNT LIGHT FIXTURE - NUMBER INDICATES TYPE, REFER TO LIGHT FIXTURE SCHEDULE

A-1 TRANSFORMER - LETTER INDICATES PANELBOARD - NUMBER INDICATES CIRCUIT DESIGNATION

SHEET NOTES

GENERAL NOTES KEY NOTE SYMBOL = (X)

A. VERIFY EXACT LOCATION OF ALL PRIVATE AND PUBLIC UTILITIES BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF ALL UTILITIES DAMAGED WHILE DIGGING. CALL 1-800-331-5666, DIGGERS HOTLINE PRIOR TO START OF WORK.

B. INSTALL POLE BASES A 2'-0" FROM EDGE OF SIDEWALK TO CENTER OF POLE BASE AND MAINTAIN A MINIMUM 2'-0" CLEARANCE OF UNDERGROUND STORM SEWER, SANITARY SEWER, AND UNDERGROUND UTILITIES.

C. COORDINATION ON CONDUITWORK SHALL BE DONE PRIOR TO INSTALLATION. ALL CONDUITS SHALL INCLUDE A PULL ROPE OR TWINE.

D. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SITE WORK REQUIRED BY UTILITIES & FOR CLEARING OVERHEAD/UNDERGROUND ROUTES.

E. CONDUIT RUNS ARE DIAGRAMMATIC & SHOWN FOR DRAWING PURPOSES ONLY; ACTUAL LOCATIONS SHALL BE DETERMINED IN THE FIELD.

F. IN ALL NON-ESSENTIAL TYPE AREAS, WIRE SHALL BE INSTALLED IN EMT CONDUIT.

AES
ADVANCED ENGINEERING SYSTEMS

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PROJECT #: 13-074

Piedmont Shopping Center
Site/Common Areas
1265 S Cotner Blvd
Lincoln, Nebraska

DATE: 11/05/13

Electrical Specifications

E1.1

Exhibit "D-2"

Exhibit "D-3"

Spreadsheet Report

Piedmont Facade Upgrades

Piedmont Shopping Center
Facade Upgrades and Renovations

Project name	Piedmont Facade Upgrades Cotner Blvd & A Street Lincoln NE
Architect	ARCHI + ETC, LLC (402)435-8600
Engineer	E&A CONSULTING GROUP INC. (402)420-7217
Job size	50000 sf

Location	Description	Grand Total
CITY ROW		
	Demolition	4,136
	Curb & Gutter	2,077
	Sidewalks - Concrete	37,721
	Landscaping	19,480
	Plumbing & Sewage	7,444
	Electrical	50,978
	CITY ROW	**121,836**
Demolition		
	Demolition	69,869
	Demolition	**69,869**
ENERGY EFFIC.		
	Electrical	8,430
	ENERGY EFFIC.	**8,430**
Facade Improve		
	Concrete Footings Gen.	1,070
	Grade Beam Footings	1,414
	Pier & Column Footings	12,407
	Trench drains	1,669
	Grouting/Slugging	1,843
	Lintels	144
	8" Concrete Block	10,489
	10" Concrete Block	2,519
	Stone	87,654
	Pre-Engineered Metal Building	2,053
	Structural Steel	5,850
	Canopies	3,027
	Metal Fabrications & Misc	4,626
	Wood Blocking	5,479
	Caulking	51,589
	EIFS	89,637
	Membrane Roofing	24,300
	Metal Stud Walls	93,960
	Signage	71,741
	Miscellaneous	32,519
	Plumbing & Sewage	25,385
	Electrical	103,183
	Facade Improve	**632,559**

Location	Description	Grand Total
	General Cond	
PARKING LOT		
	Asphalt Paving	65,779
	Paint Lot Stripes	3,985
	Plumbing & Sewage	35,082
	Electrical	177,003
	PARKING LOT	**281,849**
Ped. Improv.		
	Curb & Gutter	19,360
	Exterior Concrete Stairs	6,742
	Sidewalks - Concrete	114,177
	Retaining Wall, Ftg & BF	8,346
	Fencing	75,926
	Landscaping	54,575
	Decorative Concrete	27,637
	Electrical	31,279
	Ped. Improv.	**338,042**

Estimate Totals

Description	Amount	Totals
Labor	206,742	
Material	196,654	
Subcontract	1,020,754	
Equipment	24,608	
Other	3,825	
	1,452,583	1,452,583
Total		***1,452,583***

Exhibit "E"
Façade Agreement

FAÇADE AGREEMENT
(_____)

THIS FAÇADE AGREEMENT (the "Agreement") is made this ____ day of _____, 2014, by and between, **PIEDMONT SHOPPING CENTER, LLC,** a Nebraska limited liability company, ("Redeveloper"), and the **CITY OF LINCOLN, NEBRASKA,** a municipal corporation in the State of Nebraska ("City").

RECITALS

A. Redeveloper is the owner of the following described property:

Lot 1, Mark Plaza, Lincoln, Lancaster County, Nebraska

("Redeveloper Property").

B. Redeveloper entered into a Redevelopment Agreement (the "Redevelopment Agreement") with City for the redevelopment and renovation of the Redeveloper Property.

C. Pursuant to the Redevelopment Agreement, to ameliorate the blighted and substandard conditions of the Redeveloper Property and to enhance the aesthetics of the mixed use housing complex constructed on the Redeveloper Property (the "Private Improvements"), Redeveloper agreed to make certain improvements to the façade of the Private Improvements (the "Façade") for the benefit of the public. Under the Redevelopment Agreement, Redeveloper is receiving tax increment financing from City to make certain public improvements including, but not limited to the improvements to the Façade.

D. This Agreement sets forth the parties' rights and obligations with respect to the Façade.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Redeveloper and City do now hereby agree as follows:

1. Façade. In consideration of the benefits received by Redeveloper under the Redevelopment Agreement, Redeveloper hereby agrees to subject the façade of the Private Improvements located on the Redeveloper Property to the restrictions described herein.

2. Façade Restrictions. Redeveloper agrees to observe and comply with the following restrictions:

a. Redeveloper shall not demolish, remove or raze the Façade during the term of this Agreement.

b. Redeveloper shall not undertake, or allow to be undertaken, any material changes to the Façade without the express written consent of the City. Such restricted changes to the Façade include, but are not limited to:

(i) Any material change in the Façade, including the alteration, partial removal, construction, remodeling or physical or structural change or change in color or surfacing with respect to the appearance or construction of the Façade;

(ii) Any significant reconstruction, repair, repainting or refinishing of any Façade feature that alters its state from the existing condition.

c. This section shall not preclude Redeveloper from implementing any ordinary or necessary maintenance as set forth in Section 3 below.

3. Façade Maintenance. Redeveloper shall perform all ordinary and/or necessary maintenance and repairs on the Façade to maintain its appearance and structural soundness and to prevent any deterioration of the Façade.

4. Specification of Work. In the event Redeveloper desires to make any material changes to the Façade, Redeveloper shall give the City for its review and approval copies of the plans, designs, elevations, specifications and documents relating to the change or work, including specification of all materials, colors and construction techniques to be used in any such work and photographs of the subject area as it appears at the time of the request.

5. Casualty Damage. In the event that the Private Improvements or any part thereof shall be damaged by fire or other casualty, then Redeveloper shall use reasonable effort to reconstruct the Façade to the condition required under this Agreement. If the Private Improvements are damaged to such an extent that Redeveloper determines that reconstruction of said Improvements is not feasible and provides City with a statement from an independent engineer to the same effect, then this Agreement shall be void and of no further force or effect with respect to said Private Improvements.

6. Inspection. The City shall be permitted to have reasonable access to the Redeveloper Property to inspect the Façade for the purpose of determining conformance with this Agreement.

7. Term. The term of this Agreement shall be permanent and shall run from and after the date of substantial completion of the improvements to the Façade. Provided, however, this Agreement shall terminate upon expiration of the useful life of the Façade as determined by

the City or at any earlier date that the Redevelopment Agreement is terminated and is no longer in effect.

8. Public Access. Redeveloper acknowledges and agrees that the general public shall have the regular and substantial opportunity to view the Façade from the streets, sidewalks and other property near the Private Improvements. Redeveloper shall have no obligation under this Agreement to allow the general public to view the interior of the Private Improvements.

9. Indemnification. Redeveloper shall defend, indemnify and hold the City harmless from and against any liability, claims, suits, demands, judgments (including costs, expenses and attorneys fees), resulting from actions or claims by third parties or defaults under this Agreement by Redeveloper arising out of the conveyance of or possession of the Façade Agreement.

10. Binding Effect. This Agreement shall be appurtenant to and run with the Project Site while under the control or ownership of the Redeveloper its successor and permitted assigns. The Redeveloper Agreement shall bind every person having any fee or other interest in the Redeveloper Property and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

This Façade Agreement is effective as of the date first stated above.

"REDEVELOPER"

PIEDMONT SHOPPING CENTER, LLC
a Nebraska limited liability company

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, _____ of Piedmont Shopping Center, LLC, a Nebraska limited liability company on behalf of said limited liability company.

_____
Notary Public

"CITY"

THE CITY OF LINCOLN, Nebraska, a municipal corporation

Attest: _____
City Clerk

By: _____
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

_____
Notary Public

Exhibit “F”
Certificate of Completion

CERTIFICATE OF COMPLETION OF
PRIVATE IMPROVEMENTS

KNOW ALL PEOPLE BY THESE PRESENTS: That the City of Lincoln, Nebraska, a Nebraska municipal corporation, hereinafter called “**City,”** hereby makes the conclusive determination and certification that, with regard to the following real property situated in the City of Lincoln, Lancaster County, Nebraska, to wit:

Lot 1, Mark Plaza, Lincoln, Lancaster County, Nebraska

("**Redeveloper Property**"), all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the CITY OF LINCOLN REDEVELOPMENT AGREEMENT by and between the **CITY OF LINCOLN, NEBRASKA,** a municipal corporation in the State of Nebraska (“City”) and **PIEDMONT SHOPPING CENTER, LLC,** a Nebraska limited liability company, and its successors and assigns (“Redeveloper”), said Agreement dated as of _____, 2014 and recorded as Instrument No._____, in the office of the Register of Deeds for Lancaster County, Nebraska.

The City further makes the conclusive determination that the Private Improvements (as defined in the Agreement) to the above-described Redeveloper Property are presently in conformance with the Agreement.

IN WITNESS WHEREOF, the City and Redeveloper have executed this instrument this _____ day of _____, 20___.

"City"

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

ATTEST:

_____ By: _____
City Clerk Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

_____
Notary Public

"Redeveloper"

PIEDMONT SHOPPING CENTER, LLC
a Nebraska limited liability company

By:_____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, _____ of Piedmont Shopping Center, LLC, a Nebraska limited liability company on behalf of said limited liability company.

_____
Notary Public

Exhibit "G"
Streetscape Maintenance Agreement

STREETSCAPE MAINTENANCE AGREEMENT

This STREETSCAPE MAINTENANCE AGREEMENT is made and entered into as of this ____ day of _____, 20___, by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation (hereinafter referred to as the "**City**"), and **PIEDMONT SHOPPING CENTER, LLD,** a Nebraska limited liability company, and its successors and assigns (hereinafter referred to as "**Redeveloper**").

RECITALS

I.

WHEREAS, the City and Redeveloper on _____ , 2014, entered into a City of Lincoln Redevelopment Agreement ("Redevelopment Agreement") with respect to the redevelopment of the real property ("Redeveloper Property") bounded by N Street on the north and M Street on the south, 9th Street on the west and 11th Street on the east and legally described as:

Lot 1, Mark Plaza, Lincoln, Lancaster County, Nebraska.

In particular the Redevelopment Agreement defines the Redeveloper's responsibilities regarding the construction and maintenance of the sidewalks, landscaping, pedestrian decorative lighting, and other streetscape amenities in the public right-of-way abutting the Redeveloper Property (collectively "Streetscape Improvements").

II.

WHEREAS, as an inducement for the City to enter into the Redevelopment Agreement and reimburse Redeveloper for its cost to construct the Streetscape Improvements the City requested that Redeveloper assume, and Redeveloper agreed to assume, responsibility for the maintenance and repair of the Streetscape Improvements. The Streetscape Improvements are depicted on Exhibit "A" attached hereto and by this reference incorporated herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Construction of the Streetscape Improvements. Redeveloper shall construct the Streetscape Improvements pursuant to the City's executive order construction process in

accordance with the terms of the Redevelopment Agreement. Redeveloper shall be responsible for all cost associated with the construction of the Streetscape Improvements subject to reimbursement as provided in the Redevelopment Agreement.

Redeveloper shall further keep the Streetscape Improvements free from litter, debris and unsafe conditions and cleared of snow and ice, except to the extent such maintenance work is included and performed under a Maintenance Business Improvement District.

2. Maintenance of the Streetscape Improvements. The Redeveloper, at its sole cost and expense, shall maintain the Streetscape Improvements in good order and state of repair (including removal and replacement thereof as reasonably necessary) so as to prevent deterioration thereof.

3. License to Perform Maintenance. The City shall and does hereby grant Redeveloper permission and license to enter upon the public right-of-way to maintain the Streetscape Improvements in good order and state of repair, provided that Redeveloper shall notify the City if any maintenance work requires closure of any sidewalk or lane of traffic and/or which involves partial removal and reconstruction of any portion of the Streetscape Improvements. In such event the closure of any sidewalk or lane of traffic may be limited by the City to non-peak hours of traffic. The City may reasonably require Redeveloper to install a construction fence and/or provide traffic control devices or use flagman operations for public safety and to keep traffic flowing. The permission and license to maintain the Streetscape Improvements in good order and state of repair does not authorize Redeveloper to make any material change in the Streetscape Improvements including, but not limited to, a change in color, materials or other alteration with respect to the appearance of the Streetscape Improvements. This permission and license to maintain the Streetscape Improvements is not a substitute for and does not eliminate the requirement that Redeveloper apply for and receive necessary excavation, building or other permits needed for such work.

4. Notice of Lack of Repair. The City shall give Redeveloper thirty (30) days written notice regarding any lack of repair of the Streetscape Improvements.

5. Failure to Maintain. In the event Redeveloper fails to timely repair the Streetscape Improvements after receiving thirty (30) days written notice from the City to perform needed repairs, the City may perform said work or remove in whole or part the Streetscape Improvements at its option and Redeveloper will bear and pay the entire cost of repairing or removing the Streetscape Improvements. Redeveloper will reimburse the City for the actual costs incurred by the City in connection with such repairs within thirty (30) days of receipt of a detailed statement reflecting such costs. Redeveloper shall and does hereby grant the City permission and license to enter upon the Property to perform such repair and/or removal of the Streetscape Improvements. Said permission and license to enter upon the Property shall also apply to Emergency Repair and Removal of the Streetscape Improvements pursuant to Section 6 and Section 13 below, respectively.

6. Emergency Repairs. In the event that any emergency repairs must be made to the

Streetscape Improvements, the City may perform said work and Redeveloper will reimburse the City for the actual costs incurred by the City in connection with such repairs within thirty (30) days of receipt of a detailed statement reflecting such costs.

7. Indemnification by Redeveloper. Redeveloper shall, to the maximum extent allowed by law, fully release, indemnify, defend, save and keep harmless the City from and against all claims, losses, damages, or expenses, including but not limited to attorney fees, for any injury, sickness, disease, or death of persons or damage to, destruction of a loss of use of tangible or intangible property on account of, arising out of or resulting from Redeveloper's construction, maintenance, repair and/or removal of the Streetscape Improvements performed by Redeveloper, its contractors, employees, agents or others acting on behalf of Redeveloper. Provided, Redeveloper's indemnification obligations set forth in this paragraph shall not apply to any work performed by the City as described in paragraphs 5 and 6 of this Agreement.

8. Commercial General Liability Insurance. During the term of this Agreement, Redeveloper shall maintain commercial general liability insurance naming and protecting it and the City against claims for damages resulting from (i) bodily injury, including wrongful death, (ii) personal injury liability, and (iii) property damages occurring on the Streetscape Improvements. The minimum acceptable limits of coverage to be provided by such insurance shall be as follows:

A.	Bodily Injury and Property Damage	$1,000,000 Each Occurrence/$2,000,000 Aggregate
B.	Personal Injury Damage	$1,000,000 Each Occurrence/$2,000,000 Aggregate
C.	Contractual Liability	$1,000,000 Each Occurrence/$2,000,000 Aggregate
D.	Products Liability and Completed Operations	$1,000,000 Each Occurrence/$2,000,000 Aggregate

The liability insurance required by this section shall include the following extensions of coverage:

A. The coverage shall be provided under a Commercial General Liability form or similar thereto.

B. X.C.U. Coverage - If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include Standard Blastings or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.

C. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.

D. Contractual Liability coverage shall be included.

E. Products Liability and/or Completed Operations coverage shall be included.

F. Personal Injury Liability coverage shall be included.

9. Automobile Liability Insurance. Redeveloper shall take out and maintain during the term of this Agreement such automobile liability insurance as shall protect it against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for it in any capacity in connection with the carrying out of this Agreement. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit

10. Minimum Scope of Insurance. All liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage required hereunder shall be placed with insurers authorized to do business in the State of Nebraska.

11. Certificate of Insurance. All Certificates of Insurance shall be filed with the City Clerk on the standard ACORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by Sections 8 and 9 above and naming the City as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days' notice of cancellation, non-renewal, or any material reduction of insurance coverage.

12. Replacement of Streetscape Improvements. Upon expiration of the useful life of the Streetscape Improvements (assuming the Streetscape Improvements have been kept in good order and state of repair) the City shall be responsible for all costs associated with any replacement of the Streetscape Improvements, in accordance with standard design requirements of the City and without the enhancements made thereto pursuant to the Redevelopment Agreement. Redeveloper, at its own cost and expense, may enhance the replacement improvements subject to the same conditions provided for in the Redevelopment Agreement and this Streetscape Maintenance Agreement, except that the required amounts of insurance shall be adjusted to conform to the City's requirements then in effect.

13. Removal of Streetscape Improvements. Redeveloper agrees that the construction and maintenance of the Streetscape Improvements and any use thereof by Redeveloper does not grant or convey to Redeveloper any right, title or interest in such Streetscape Improvements. Redeveloper acknowledges and understands that the City is hereby reserving the right at any time to remove any or all of the Streetscape Improvements at its sole discretion. Redeveloper agrees that in such event that the removal of any of such Streetscape Improvements shall not be deemed to be a taking of or damage to the Property for public use by the City without paying just compensation therefor.

14. Notices and Demands. A notice by a party to the other party shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to the address set forth in the Redevelopment Agreement, or at such other address that Redeveloper may from time to time designate in writing.

15. Binding Effect. This Maintenance Agreement shall run with Redeveloper's interest in the Property and shall be binding upon Redeveloper and Redeveloper's successors or assigns in interest.

16. Agreement Runs with the Redeveloper Property. Redeveloper shall in any reconveyance of the Redeveloper Property cause the Redeveloper Property to be subject to this Maintenance Agreement.

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

[SIGNATURE PAGES TO FOLLOW]

Executed by City this _____ day of _____, 2014.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

_____
City Clerk

_____
Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Chris Beutler, Mayor of the City of Lincoln.

_____
Notary Public

Executed by the Redeveloper this _____ day of _____, 2014.

"Redeveloper"

PIEDMONT SHOPPING CENTER, LLC
a Nebraska limited liability company,

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, _____ of **Piedmont Shopping Center, LLC** a Nebraska limited liability company, on behalf of said limited liability company.

_____
(Seal) Notary Public

EXHIBIT "H-1"

Bond No. _____

PENAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **PIEDMONT SHOPPING CENTER, LLC**, a Nebraska limited liability company, as **Principal**, and _____, a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Nebraska, as **Surety**, are held and firmly bound unto the **City of Lincoln, Nebraska**, as **Obligee**, for the use of all persons entitled thereto, under Neb. Rev. Stat. § 18-2151, in the penal sum of**_____ _____ Dollars ($_____),** lawful money of the United States of America and to the faithful payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators (or, assigns), firmly by this presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That,

WHEREAS, Principal has entered into the City of Lincoln Redevelopment Agreement, dated _____, 2014 (an original of which is on file in the Office of the City Clerk of the City of Lincoln, Nebraska) which provided in part for the building and construction of Redeveloper Public Improvements as defined in said Redevelopment Agreement to be funded in part by tax increment financing pursuant to the Nebraska Community Development Law, upon condition that Principal at all times promptly make payment of all amounts lawfully due to all persons supplying or furnishing the Principal, its contractor and/or subcontractors with labor or materials used in the prosecution of said Improvements provided for in the Redevelopment Agreement.

NOW, THEREFORE, if Principal shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal, its contractor and/or subcontractors with labor or materials in the prosecution of the Redeveloper Public Improvements as require the execution of this Penal Bond, then this obligation shall become void, otherwise to remain in full force and effect. In the event Principal shall be declared by the Obligee to be in default under the above obligation, Surety shall promptly indemnify and save harmless the Obligee to the extent any payment in connection with the carrying out of the prosecution of the Redeveloper Public Improvements provided for in the Redevelopment Agreement which Obligee may be required to make under the law, provided that the aggregate liability of Surety of any default(s) hereunder by the Principal shall in no event exceed the penal sum of this Bond.

All persons who have supplied or furnished the Principal, its Contractors and/or Subcontractors with labor or materials in the prosecution of the Redeveloper Public Improvements provided for in the Redevelopment Agreement shall have the direct right of action under this bond subject to the Obligee's priority.

[SIGNATURE PAGE FOLLOWS]

Signed and dated this ___ day of _____, 2014.

PIEDMONT SHOPPING CENTER, LLC
a Nebraska limited liability company

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, _____ of Piedmont Shopping Center, LLC, a Nebraska limited liability company on behalf of said limited liability company.

_____
Notary Public

_____, Surety

By: _____
Title: _____

Exhibit "H-2"

DISBURSEMENT AGREEMENT

This Agreement is entered into between the City of Lincoln, Nebraska, a municipal corporation (City) and Piedmont Shopping Center, LLC, a Nebraska limited liability company (Redeveloper).

City and Redeveloper have entered into a Redevelopment Agreement for the Piedmont Shopping Center Redevelopment Project (Project). The Redevelopment Agreement provides for City support for the Project through grants to Redeveloper, funded through the issuance of a TIF Bond or Bonds, to be repaid with tax increment revenue generated by the Ad Valorem Tax Provision, all in accordance with the terms of the Redevelopment Agreement and the Nebraska Community Development Law.

The Redevelopment Agreement provides for the issuance of a TIF Bond or Bonds, and grants of up to $_____, to the extent of availability of bond proceeds.

The Redevelopment Agreement requires the Redeveloper to construct certain Private Improvements and Public Enhancements, and to restrict the use of the Redeveloper Property, and to provide evidence of a performance and payment bond from the general contractor.

In consideration of the foregoing recitals which are made a part of this Agreement and the mutual covenants of this Agreement, the parties agree:

1. Terms, definitions. Capitalized terms used in this Agreement shall have the same definitions as contained in the Redevelopment Agreement, unless specifically defined otherwise.

2. Guarantee of Performance and Payment. Redeveloper guarantees that the general contractor shall construct the Private Improvements in accordance with the Redevelopment Agreement and further guarantees payment of all amounts lawfully due to each person, as defined in Neb. Rev. Stat. §49-801 that performed labor or furnished materials, equipment or supplies used in the prosecution of the Private Improvements.

3. Construction Loan. Redeveloper shall, prior to commencement of the Private Improvements, provide evidence that the construction financing for the Private Improvements and Redeveloper Public Improvements provides for construction draws only upon demonstration of work completed, and acceptance by the project architect as being in accordance with the approved plans pursuant to the Redevelopment Agreement, together with lien waivers from all parties having performed labor or furnished materials, equipment or supplies for the work.

4. Grant of TIF Funds. Grants for reimbursement of the cost of certain improvements pursuant to the Redevelopment Agreement shall be made upon a showing satisfactory to the Urban Development Director of the City that the category of reimbursable improvement for which reimbursement is requested is entirely complete and that all persons having performed labor or furnished materials, equipment or supplies for such category of improvement have been paid and given lien waivers in exchange for payment. City may, in its discretion withhold up to ten percent of the reimbursement for each category of improvement

until completion of the entire Redevelopment Project and issuance of the Certificate of Completion of Private Improvements.

5. City Discretion. The parties acknowledge that this Agreement is entered into in lieu of City requiring a performance and payment bond by the general contractor on the Project. City's decision as to whether a category of improvement has been completed satisfactorily shall be final up to completion of all Private Improvements and Redeveloper Public Improvements.

Dated: _____, 2014.

REDEVELOPER:
Piedmont Shopping Center, LLC

By: _____

CITY OF LINCOLN, NEBRASKA

By: _____

Exhibit "I"
Memorandum

MEMORANDUM OF REDEVELOPMENT AGREEMENT & USE RESTRICTIONS

THIS MEMORANDUM OF REDEVELOPMENT AGREEMENT & USE RSTRICTIONS ("**Memorandum**") is made and entered into as of the date of execution hereof by the last signatory hereto as indicated below (the "**Effective Date**") by and between the **CITY OF LINCOLN, NEBRASKA,** a municipal corporation in the State of Nebraska and its successors and assigns ("**City**") and **PIEDMONT SHOPPING CENTER, LLC,** a Nebraska limited liability company, and its successors and assigns ("Redeveloper").

1. **Redevelopment Agreement**. The City and Redeveloper entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made on behalf of the City in the Project Area and the Private Improvements being made to real property owned by the Redeveloper and legally as:

Lot 1, Mark Plaza, Lincoln, Lancaster County, Nebraska

("Redeveloper Property").

2. **Tax Increment Financing**. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the City of the Private Improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Redevelopment Project effective date defined in the Redevelopment Agreement. The Tax Increment so captured by the City shall be used to make the Public Enhancements and the Redeveloper Public Improvements as described in the Redevelopment Agreement.

3. **Remaining Terms**. The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A

full and correct copy of the Redevelopment Agreement may be inspected at the office of the City Clerk of Lincoln, Nebraska.

4. **Use Restrictions of the Redeveloper Property**. The Redeveloper agrees that no portion of the Redeveloper Property shall be used for any of the following uses:

A. Any business whose predominant operation is the retail sale of alcoholic beverages for consumption off the premises (predominant shall mean retail gross sales of alcoholic beverages, including mixed drinks, in excess of 50% of gross sales on the premises) or any such business that in the opinion of the City has an unreasonable pattern of liquor law violations;

B. The retail sale of alcoholic beverages for consumption on the premises if such use, in the reasonable opinion of the City, has an unreasonable pattern of unlawful disturbances or alcoholic beverage law violations;

C. Any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such use that has an unreasonable pattern of unlawful disturbances or tobacco law violations;

D. A sexually oriented business including live entertainment establishments as defined in Section 27.03.545 of the Lincoln Municipal Code and any other business engaged in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; exotic lingerie; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service. The foregoing exclusion shall not include pay for view video/audio services, internet and other forms of telecommunication/communication systems offered or available to guests in the ordinary course of hotel business and trade or to Lincoln residents.

E. Any business whose predominant operation is the use, storage or processing of hazardous or potentially hazardous materials as defined under applicable law, including any salvage or recycling operation, car wash, dry cleaning, vehicle body repair, paint, refinishing, or parts and equipment cleaning business; provided nothing herein shall be construed to prohibit dry cleaning pickup facility, convenience, food or fuel store.

F. Any business involving gambling or wagering even if otherwise permitted by law including slot machines, video lottery machines, or casino games, but excluding keno, bingo, and the retail sale of lottery tickets as permitted by applicable law.

G. Any business involving the sale or display of weapons, self-service laundromat for nonresidents or non-occupants of the Redeveloper Property, illegal activities, or sale of any illegal goods or products.

H. Off-premises signs as defined in Section 27.69.020 of the Lincoln Municipal Code.

I. Any business providing payday loans, liens, check cashing services, or other similar services, except for banks, savings and loans, insurance company, investment companies, stock brokers, credit unions and automated teller machines.

J. Cell towers, although cellular antennae and transmission equipment may be incorporated into the Private Improvements provided that they are properly screened and otherwise meet design standards that meet the City's approval.

5. **Inquiries.** Further inquiries regarding this Memorandum may be made to the following parties:

If to the City:	Mayor 555 South 10th Street Lincoln, Nebraska 68508
With a copy to:	City Attorney 555 South 10th Street Lincoln, Nebraska 68508
If to Redeveloper:	Piedmont Shopping Center, LLC Attn: Steve Glenn 1212 O Street Lincoln, NE 68508
With a copy to:	Mark Hunzeker Baylor Evnen Law Firm 600 Wells Fargo Center Lincoln, NE 68508

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this Section.

[SIGNATURE PAGES TO FOLLOW]

Executed by the City this _____ day of _____, 2014.

"**City**"

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: _____
Chris Beutler, Mayor

Attest

By: _____
City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Chris Beutler, Mayor of the **City of Lincoln**, a municipal corporation, on behalf of the municipal corporation.

_____

(Seal) Notary Public

Executed by the Redeveloper this _____ day of _____, 2014.

"Redeveloper"

PIEDMONT SHOPPING CENTER, LLC
a Nebraska limited liability company,

By: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, _____ of **Piedmont Shopping Center, LLC** a Nebraska limited liability company, on behalf of said limited liability company

_____

(Seal) Notary Public