

## LEASE

THIS LEASE is entered into by and between the **CITY OF LINCOLN, NEBRASKA**, a **municipal corporation**, hereinafter called "**City**," and **Steven L. Carper and Gayle E. Carper**, hereinafter collectively called "**Tenant**," as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS, the City property described below is located in the Antelope Valley Project area and is subject to future redevelopment and;

WHEREAS, the City does not anticipate any such redevelopment in the near future and;

WHEREAS, Tenant desires to use the property for parking purposes;

WHEREAS, both parties wish to see the property used for productive purposes and;

WHEREAS, the Tenant understands and acknowledges that the City needs to maintain the ability to terminate this lease or any extensions hereof in a short time in the event the City reaches agreement with a developer for another use of the property,

NOW, THEREFORE, in exchange of the mutual considerations stated herein, the parties hereto agree to the following:

1. **Description of Property.** The **City** is the owner of the following described property located in Lincoln, Lancaster County, Nebraska:

South 35.5 feet of the North 71 feet of Lot 1, Block 30, Kinney's "O" Street Addition, Lincoln, Lancaster County, Nebraska, more commonly known as 139 N. 18<sup>th</sup> Street.

2. **Lease of Property.** The **City** hereby leases the property ("Leased Property") to the **Tenant** to be used solely for parking purposes. The Property consists of a vacant parcel of ground useable for eight (8) parking stalls.

3. **Term of Lease.** The **Term** of this **Lease** shall be for two years from the 1<sup>st</sup> day of September, 2016, ("Commencement Date") through August 31, 2018, ("Termination Date"), with an option to renew for two additional 2-year terms ("1<sup>st</sup> Renewal Term" and "2<sup>nd</sup> Renewal Term"), and this **Lease** shall not continue in effect thereafter without the written consent of **City**. **Tenant** shall not re-lease, sub-lease or assign this **Lease**, or any part thereof, without consent of **City**. **Tenant** will notify **City** on or before the Termination Date of the Lease or any subsequent renewal thereof, whether **Tenant** plans to exercise its option to renew said lease.

4. **Rental.** All rental payments due hereunder shall be paid without notice or demand, and without abatement, deduction or set-off for any reason unless specifically provided herein. Annual rental paid in advance during the full Term of the Lease or any Renewal Term hereof which do to early termination of the Lease by either party, results in occupancy of the Leased Property for less than one year shall be refunded on a pro-rata basis. Rent shall be payable to **City** at the address stated below signatures.

a) **Tenant** will be responsible for any and all real estate taxes on the Leased Property. Taxes for the year 2016, if any, will be prorated in accordance with the Commencement Date.

b) During the Original Term, **Tenant** shall pay to **City** as rent for the Leased Property on a Yearly basis, rent in the amount of **ONE THOUSAND FOUR HUNDRED FORTY AND NO/100 DOLLARS, (\$1,440.00)**, per year. During the 1<sup>st</sup> Renewal Term, **Tenant** shall pay as rent for the Leased Property on a yearly basis, rent in the amount of **ONE THOUSAND SIX HUNDRED AND NO/100, (\$1,600.00)**, per year. During the 2<sup>nd</sup> Renewal Term, **Tenant** shall pay as rent for the Leased Property on a yearly basis, rent in the amount of **ONE THOUSAND SEVEN HUNDRED SIXTY AND NO/100, (\$1,760.00)**, per year. All rent shall be paid in advance, on or before the first day of each year, beginning on the Commencement Date.

5. **Maintenance of Leased Property.**

a) The **Tenant** shall, (1) not deliberately or negligently destroy, damage, impair, or remove any part of the Leased Property and shall otherwise maintain the Leased Property in reasonably safe and sanitary conditions in compliance with all applicable laws and ordinances; (2) be fully responsible for all damage, and agrees to pay for all damage caused by **Tenant**, or others permitted by **Tenant** to be on the Leased Property; (3) maintain and care for the Leased Property and keep same free from garbage, refuse, rubbish, brush, trash, and junk; (4) agree not to interfere, or allow others permitted by **Tenant** to be upon the Leased Property to interfere with the rights of peaceful enjoyment of **Tenant's** neighbors.

b) **Tenant** agrees to be responsible for mowing and the removal of noxious weeds on the Leased Property during the Original Term or any renewal thereof.

c) **Tenant** may at **Tenant's** own cost and expense surface all or part of the Leased Property with crushed rock, asphalt, concrete or similar material for the purposes of maintaining a parking lot. **Tenant** does not have to remove the crushed rock, asphalt, concrete or surfacing material at the end of the lease period. **Tenant** is allowed to remove fence posts and wire, if any, for purposes of this Lease.

6. **Indemnification of City.** **Tenant** agrees to indemnify and save **City** harmless against any and all claims, demands, damages, costs and expenses, for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the **City** or by any person whosoever may at any time be using, occupying, visiting, or be on or about the Leased Property when such loss, injury, death, or damage shall be caused by or may result from any negligent act or omission or intentional misconduct of the **Tenant**, or from any breach or default on the part of **Tenant** in the performance of any covenant or agreement on the part of **Tenant** to be performed pursuant to the terms of this lease, or from any negligent act or omission or intentional misconduct of **Tenant's** agents, contractors, servants, employees, sublessees, concessionaires or licensees, in or about the Leased Property. In case of any action or proceeding brought against **City** by reason of such claim, upon notice from **City**, **Tenant** covenants to defend such action or proceeding. **City** shall not be liable and **Tenant** waives all claims for damage to person or property sustained by **Tenant** or **Tenant's** employees, agents, servants, invitees and customers or any equipment or appurtenances thereunto appertaining becoming out of repair. All property belonging to **Tenant** located on the Leased Property shall be there at the risk of **Tenant**, and **City** shall not be liable for damage thereto or theft or misappropriation thereof.

7. **Insurance.** **Tenant** agrees to procure and maintain a policy of insurance, at its own cost and expense, insuring **City** and **Tenant** from all claims, demands or actions for injury or death of more than one person in any accident to the limit of \$2,000,000, and for damage to property in an amount of not less than \$500,000, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with, the conduct and operation of **Tenant's**

business. Said insurance shall not be subject to cancellation except after at least thirty (30) days' prior written notice to **City**, shall provide that **City's** coverage will not be affected by acts or omissions of **Tenant** and the policy or policies, or duly executed certificate or certificates for the same, together with satisfactory evidence of the payment of premium thereon, shall be deposited with **City** at the commencement of the term and renewals thereof not less than thirty (30) days prior to the expiration of the term of such coverage.

8. **Termination.** The **City** may terminate this **Lease** at any time for failure of the **Tenant** to comply with any one or more of the provisions of this **Lease** or if the Property is included in an approved redevelopment project or for convenience. The **Tenant** may terminate this **Lease** for failure of the **City** to comply with any one or more of the provisions of this **Lease** or for convenience. Notice of termination shall be in writing and delivered to the other party forthwith except that **City** will use its good faith efforts to give **Tenant** a minimum of 90 days written notice of the termination of this Lease if the termination is for an approved redevelopment project or for convenience. Any termination hereunder shall be effective upon delivery of the Notice of Termination except that **City** will use its good faith efforts to give **Tenant** a minimum of 90 days written notice of the termination of this Lease if the termination is for an approved redevelopment project or for convenience. In the event of a termination, the **Tenant** shall vacate the property immediately. Nothing contained herein prevents either party from seeking any other remedies allowed by law.

9. **Obligation of City and Tenant.**

It is understood and agreed that neither **Tenant** or **City** shall be bound, in any manner, by the terms and conditions of this Lease until it has been properly executed as provided by the Charter of the City of Lincoln, Nebraska.

The Leased property is located in a Redevelopment area, and the **City** may terminate this lease at any time if the property is included in an approved redevelopment project except that **City** will use its good faith efforts to give **Tenant** a minimum of 90 days written notice of the termination of this Lease if the termination is for an approved redevelopment project or for convenience.

IN WITNESS WHEREOF, the **Tenant** and the **City** have hereto subscribed their signatures on the dates below indicated.

Executed by the **Tenant** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Steven L. Carper

\_\_\_\_\_  
Gayle E. Carper

Tenant's Mailing Address:

Steven L. Carper  
8224 Dorset Drive  
Lincoln, NE 68510

Executed by the **City** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LINCOLN, NEBRASKA, a municipal corporation

By: \_\_\_\_\_  
Chris Beutler, Mayor of Lincoln

City's Mailing Address:

City of Lincoln  
c/o Real Estate Division  
555 South 10<sup>th</sup> Street, Suite 205  
Lincoln, Nebraska 68508

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Steven L. Carper and Gayle E. Carper.**

(S E A L)

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Chris Beutler, Mayor of the City of Lincoln, Nebraska.**

(S E A L)

\_\_\_\_\_  
Notary Public