

## LEASE

THIS LEASE is entered into by and between the **CITY OF LINCOLN, NEBRASKA**, a **municipal corporation**, hereinafter called "**City**," and **LOBO'S CITY MEX, INC., a Nebraska corporation**, hereinafter called "**Tenant**," as of the 3 day of December, 2013.

WHEREAS, the **City** has property in the N 27<sup>TH</sup> Street Redevelopment Project area and;

WHEREAS, the **City** plans to make improvements to said property at approximately 27<sup>th</sup> and R Streets;

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

WHEREAS, the **Tenant** desires to lease from the **City** said property after improvements are completed,

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

1. **Description of Property.** The **City** hereby leases to the **Tenant**, to occupy and use for parking purposes, the following described property located in Lincoln, Lancaster County, Nebraska:

**A portion of Lots 15, 16 and 17, Block 4, Sunnyside Addition, Lincoln, Lancaster County, Nebraska, (see attached Exhibit A).**

2. **Term of Lease.** The **Term** of this **Lease** shall be for a two year term from May 1, 2014, or the date said improvements to property are completed, with an option to renew for four 2-year terms, 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** at least 30 days prior to each subsequent renewal period, whether **Tenant** plans to exercise option to renew said lease.

3. **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. Rent for any period during the term hereof which is less than one month (i.e. from the Commencement Date to the first day of the first month following the Commencement Date) shall be a pro-rata portion of the monthly rent installment based on the number of days in such period and the number of days in the month in question. Rent shall be payable to Landlord at the address stated below signatures.

a) **Tenant** shall pay to Landlord as rent for the Leased Property on a Month-to-Month basis, rent in the amount of **EIGHT HUNDRED FIFTY-FIVE AND NO/100 DOLLARS, (\$855.00)**, per month, in advance, on or before the first day of each month, beginning on the Commencement Date and the **Tenant** agrees to use and maintain the property as indicated below:

b) The **Tenant** shall, (1) not deliberately or negligently destroy, damage, impair, or remove any part of the property and shall otherwise maintain the 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 property; (3) maintain and care for the parking lot and keep same free from garbage, refuse, rubbish, brush, trash, and junk; (4) agree to be responsible for snow removal and removal of noxious weeds; (5) agree not to interfere, or allow any pet or guest to interfere with the rights of peaceful enjoyment of other tenants or neighbors.

c) **Tenant** is responsible for all expenses related to lighting said parking lot.

d) **Tenant** shall also pay to **City** during the term of this lease all of the real estate taxes and all general and special assessments with respect to the premises. **City** will notify **Tenant** of the amounts due for taxes and assessments at the time notices are received by **City** and **Tenant** will pay within 30 days to **City** the full amount for said taxes and assessments.

e) **City** agrees to pay for water in the landscaped areas and to maintain said landscaped areas as shown on said parking lot plan.

f) **Tenant** shall be permitted to allow one food service truck or vehicle to park on the leased premises and to operate said food service truck or vehicle at reasonable times. **Tenant** shall be responsible for ensuring that both the leased premises and the food service truck or vehicle complies with any all laws, rules, and regulations concerning food service operations. No other commercial activity shall be permitted on the premises. Parking for operating businesses shall not be considered a commercial activity.

4. **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 whatsoever may at any time be using, occupying, visiting, or be on or about the property described above 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 property described above. 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 against the **City** for damage to person or property sustained by **Tenant** or **Tenant's** employees, agents, servants, invitees and customers or any equipment or appurtenances becoming out of repair. All property belonging to **Tenant** shall be there at the risk of **Tenant** or such other person only, and **City** shall not be liable for damage thereto or theft or misappropriation thereof.

5. **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. **Tenant** shall provide proof of such insurance in a manner satisfactory to **City** before taking possession of the property.

6. **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 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. Any termination hereunder shall be effective upon delivery of the Notice of Termination. 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.

X 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. **City** will give **Tenant** a minimum of 90 days written notice of the termination of this Lease if the cause of the termination is for an approved redevelopment project.

7. **City Approval Contingency.** This **Lease** is contingent upon the approval of the Lincoln City Council. **City** agrees to make diligent efforts to timely obtain this approval. If approval is not given by the City Council, this Lease shall be null and void.

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

Executed by the **Tenant** this 3 day of December, 2013.

LOBO'S CITY MEX, INC., a Nebraska corporation

By:   
\_\_\_\_\_  
President

Tenant's Mailing Address:

Lobo's City Mex, Inc.  
1550 SW 14<sup>th</sup> Street  
Lincoln, NE 68522

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

CITY OF LINCOLN, NEBRASKA, a municipal corporation

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

Landlord's Mailing Address:

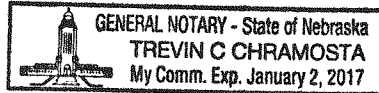
City of Lincoln  
c/o Real Estate Division  
555 South 10<sup>th</sup> Street, Room 205  
Lincoln, Nebraska 68508

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF LANCASTER )

On December 3, 2013, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came Ben Lobo, known to me to be the **President of Lobo's City Mex, Inc.**, a corporation, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)



Trevin Ch  
Notary Public

STATE OF NEBRASKA )  
 ) ss:  
COUNTY OF LANCASTER )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **Chris Beutler**, known to me to be the Mayor of **City of Lincoln, Nebraska, a municipal corporation**, and identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

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

EXHIBIT A-1

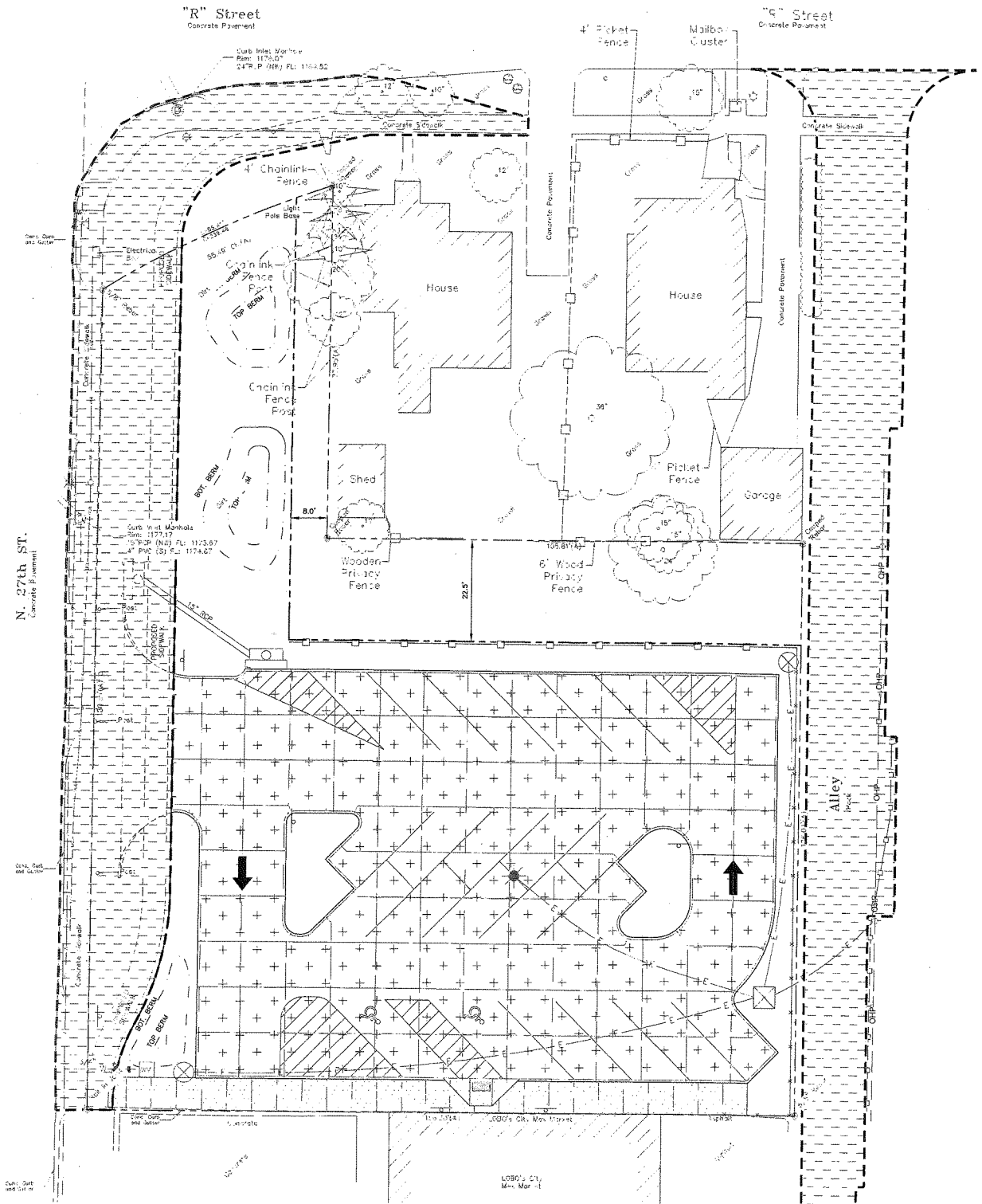
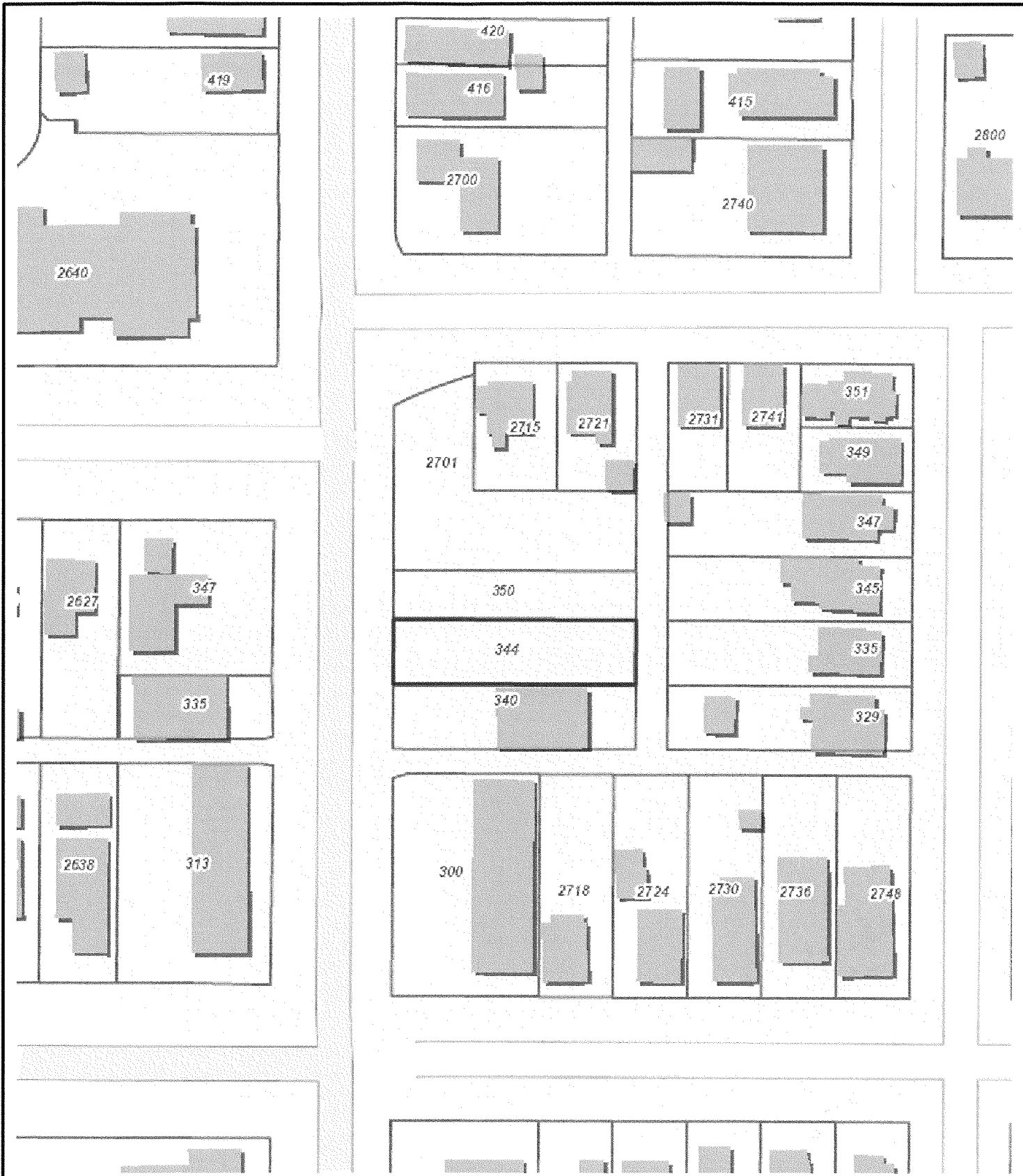


EXHIBIT "A-2"

A portion of Lots 15, 16 and 17, Block 4, Sunnyside Addition, Lincoln, Lancaster County, Nebraska, more particularly described as follows:

Referring to the southwest corner of said Lot 15, thence  $S89^{\circ} 42' 47''E$ , and on the south line of said Lot 15, a distance of 5.50 feet to the Point of Beginning; thence on a curve to the right, having a radius of 39.00 feet, a chord bearing of  $N14^{\circ} 04' 33''E$ , a chord distance of 19.58 feet and an arc length of 19.79 feet to a reverse curve to the left; thence on a curve to the left, having a radius of 61.00 feet, a chord bearing of  $N14^{\circ} 26' 04''E$ , a chord distance of 29.88 feet and an arc length of 30.19; thence  $N00^{\circ} 21' 38'' E$ , a distance of 55.73 feet, thence  $S89^{\circ} 38' 22''E$ , a distance of 138.73 feet to a point on the east line of said Lot 17; thence along the east line of said Lots 15, 16, and 17,  $S00^{\circ} 16' 14''W$ , a distance of 103.54 feet; thence  $N89^{\circ} 42' 47''W$ , a distance of 150.81 feet to the Point of Beginning, containing a calculated area of 14,652.45 square feet, more or less.



## Lancaster County/City of Lincoln GIS Map



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DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email [ags@lincoln.ne.gov](mailto:ags@lincoln.ne.gov) and you will be directed to the appropriate department.