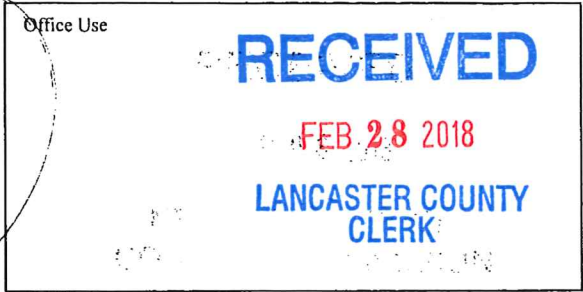


**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

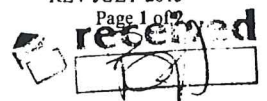
NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 122099 CLASS TYPE C
LICENSEE NAME NuMark Golf LLC
TRADE NAME NuMark Golf Course
PREMISE ADDRESS 8901 Augusta Dr
CITY Lincoln ZIP CODE 68526 COUNTY Lancaster
CONTACT PERSON Kinsey Bauer
PHONE NUMBER OF CONTACT PERSON 402 570 8686
EMAIL ADDRESS OF CONTACT PERSON kbauer32@gmail.com



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

adding 9 holes of approx 99 acres to
the current license of 233 acres. #122099

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Kinsy Bauer
Signature of Licensee or Officer

State of Nebraska

County of Lincoln

2/1/2018
Date

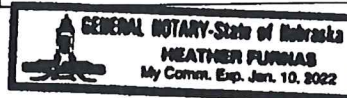
The foregoing instrument was acknowledged before me this

by Heather Furnas

name of person acknowledged (individual(s) signing document)

[Signature]
Notary Public signature

Affix Seal	Heather Furnas	W1603	2576
	Ph# 402-434-4827		MACF8039-011
	Wells Fargo Bank, N.A.		COID 003
	Pioneers	Office	AU 004836



NuMark Golf, LLC

Nebraska Liquor Control Commission
Date Type Reference
2/1/2018 Bill Addition #122099

Original Amt.
45.00

Balance Due
45.00

2/1/2018
Discount
Check Amount

Payment
45.00
45.00

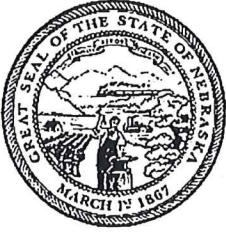
21006

Security First Checkin

45.00

Security First
CHECK
2/1/2018
45.00

Security First
CHECK
2/1/2018
45.00



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

February 27, 2018

Lancaster County Clerk
555 S 10th Street
Lincoln NE 68508-2869

Dear Clerk:

Please present the following application for Addition to your board and send us the results of that action.

RE: ADDITION

LICENSE #: C-122099
LICENSEE: NUMARK GOLF LLC
TRADE NAME: NUMARK GOLF COURSE
ADDRESS: 8901 AUGUSTA DRIVE
CITY/COUNTY: LINCOLN/LANCASTER
CONTACT NUMBER: 402-570-8686
CONTACT PERSON: KINSEY BAUER
EMAIL: KBAUER32@GMAIL.COM

REQUEST: ADDITION OF 9 HOLES/APPROX 99 ACRES TO THE GOLF COURSE

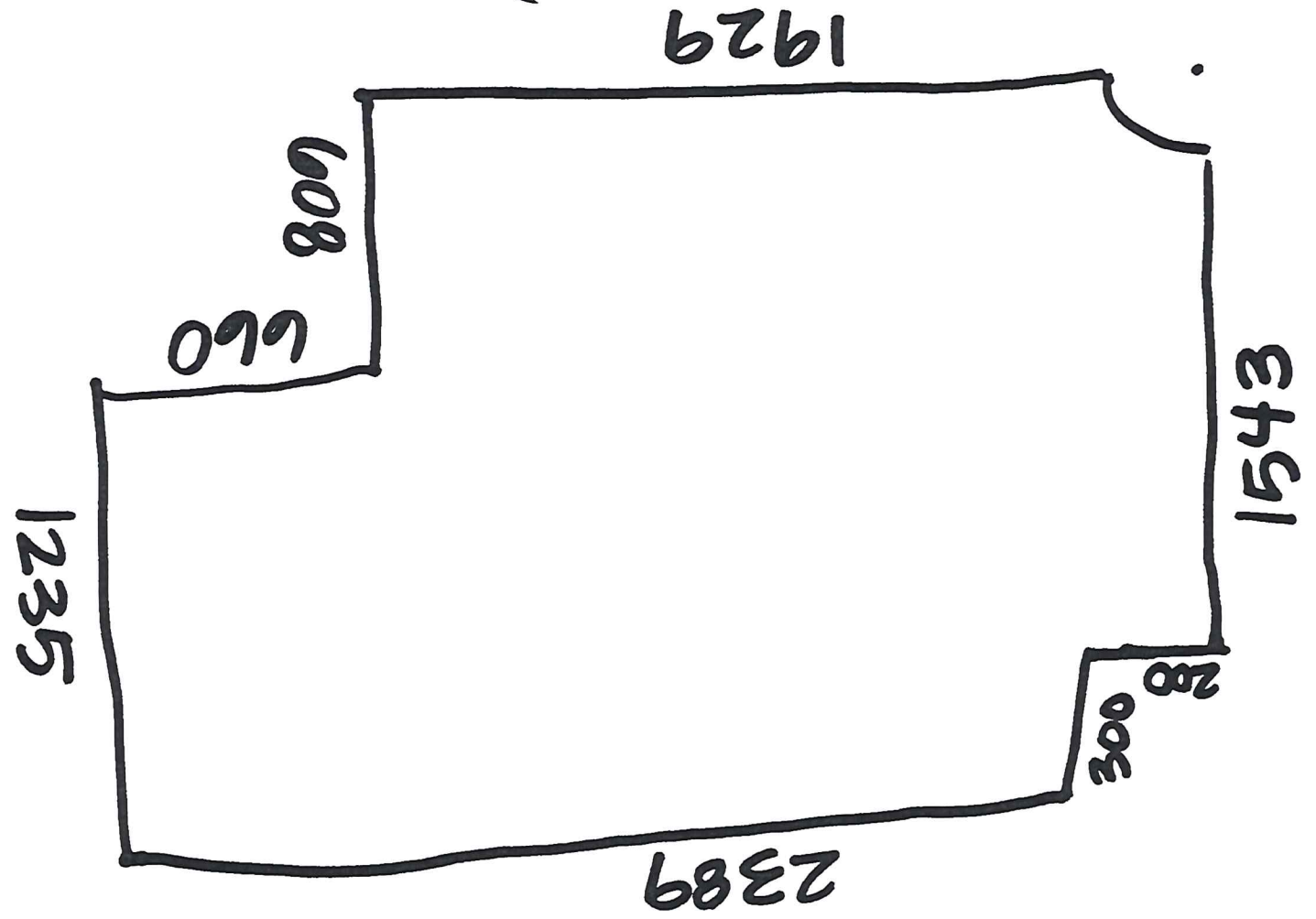
MAKING THE NEW DESCRIPTION READ: ENTIRE 36 HOLE GOLF COURSE APPROX 332 ACRES

APPROVED _____ **DISAPPROVED** _____

TRACY BURMEISTER
Licensing Division

Measurement in feet
* NOT to scale

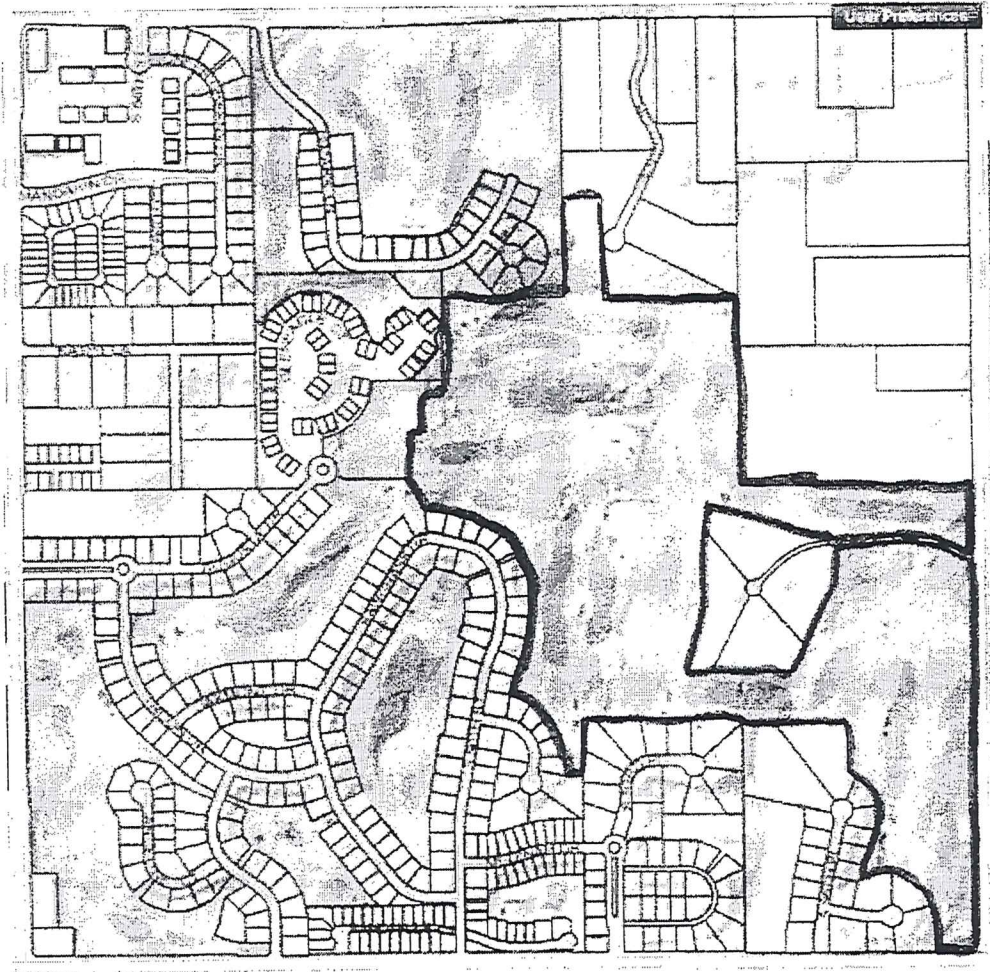
(old Cheney)



(98th Street)

N
↓

↑ North



Current
Liq Lic #
122099

Entire 27 Hole Golf Course located between S. 84th Street and S. 98th Streets and Pioneers Blvd. and Old Cheney a portion of which is located outside of the city limits as outlined on the above diagram

LEASE

This lease agreement made and entered into this 31st day of August, 2017, by and between **Guy M. Lammle Trustee of the Lacey Lammle Trust**, hereinafter referred to as "Lessor" and **NuMark Golf, L.L.C.**, a Nebraska Limited Liability Company, hereinafter referred to as "Lessee".

WITNESSETH: That the Lessor is presently the owner of the parcel of real estate hereinafter described and are desirous of leasing said premises to the Lessee under the terms and conditions hereinafter described; and do grant the options for additional lease as hereinafter described; and Lessee is desirous of leasing said premises under the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein made and the covenants to be made and kept by each of the parties, and in consideration of the payments herein to be made, the parties do contract and agree as follows:

1. The Lessor does hereby lease unto Lessee, and Lessee hereby leases from Lessor the following described real estate together with the premises and improvements located thereon, to-wit:

See attached Exhibit A

2. The initial term of this lease shall be until October 31, 2017. Thereafter, the term of the lease shall be for a period of one (1) year commencing as of the 1st day of November, 2017. The premises described in Paragraph 1 shall be used and occupied by the Lessee for the purpose of operating a golf course and serving alcoholic beverages.

3. Lessee's rent shall be satisfied by its obligation to pay all taxes and insurance and to maintain the Premises as set forth in this Lease and the actual payment and performance of those obligations.

4. This lease shall be automatically renewed for additional one year terms ("lease year") unless Lessor or Lessee gives a notice of termination thirty (30) days prior to November 1st of any lease year. The rent for such renewed lease year shall be as set forth above.

5. Lessee shall pay all real estate taxes and assessments levied against the leased premises.

6. Lessee agrees to carry, at its expense, with Lessor as a named insured, public liability and fire and casualty insurance satisfactory to Lessor, it being the intent of the parties that all insurance costs be borne by Lessee.

7. Lessor shall lease the building and grounds to Lessee in an "as is" condition based upon the present inspection of the Lessee. Any repairs shall be at Lessee's expense.

8. During the term of this lease and any extension, Lessee shall keep and maintain all portions of the Premises and its improvements in excellent condition for the playing of golf. The turf, vegetation, golf improvements, cart paths and other amenities shall be maintained consistent with industry standards.

9. Each of the parties hereto hereby releases the other from any claim for recovery for any loss or damage to any of their property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policies of insurance.

10. In the event Lessee shall fail promptly to pay the obligations as they become due and payable, or if Lessee shall make default in the observance and performance of any or either of the other provisions, covenants or stipulations herein contained to be observed, kept and performed, then, and in any such event, the Lessor, at its option, in the event of failure to pay any installment of rental as above provided, and in any other or others of such above mentioned events, upon ten (10) days prior written notice by Registered Mail to Lessee, Lessor may declare this lease terminated, in which event all rights of the Lessee hereunder shall forthwith cease and determine, and Lessee shall surrender immediate peaceable possession of the leased premises to Lessor, unless within the period of such notice Lessee shall make good any such defaults.

11. It is agreed that this lease shall not be assigned, or said premises sublet, by Lessee without first securing the written consent of Lessor. It is agreed that the covenants and agreements herein contained shall pass to, and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. It is agreed that no right, title or interest in and upon this lease shall pass to any Trustee in Bankruptcy, nor by judicial process, nor by operation of the law, without the consent of the Lessor. The bankruptcy or insolvency of Lessee, or other tenant who may go into possession of the premises with written consent of Lessor shall, at the option of Lessor, work an immediate forfeiture of the lease and all interest of Lessee therein and thereunder; and the failure of Lessor to

exercise its option and terminate the lease on account of bankruptcy or insolvency of Lessee shall, in no case, prevent its exercising the option in any subsequent case of like nature.

13. Lessee agrees that, at the expiration of the term of this lease, or at or upon any earlier termination of the same, in case it shall be sooner terminated, Lessee will quietly and peaceably yield up to Lessor the possession of the demised premises. It is expressly agreed that, if any condition or agreement herein contained on the part of Lessee be not fully completed with and performed, then, and in such case, Lessor may terminate the lease and retake possession of the premises, and put out and remove therefrom any and all persons in possession or occupying the same in accordance with the terms of the previous paragraph.

14. It is agreed by the parties hereto that Lessor shall not be responsible or liable to Lessee for loss of business or any damage or loss to any of Lessee's property in or upon said premises from water, rain, snow, or wind.

15. It being specifically understood between the parties hereto that Lessee shall operate the business in a manner which shall conform to all state and local laws, ordinances and policies set forth by the local and state governments; and should Lessee violate any of said laws, ordinances and policies, Lessor shall have the right to cancel this lease upon fifteen (15) days prior written notice to Lessee.

16. Lessor agrees to provide for Lessee all of the leasehold improvements, in a "ready to occupy" condition, required by Lessee to conduct golf operations upon the premises.

17. Lessor does hereby represent and warrant that it holds the title to the real estate of which the premises hereby located are a part, and that it has full power to lease the same and, so long as Lessee performs the agreements and covenants herein contained, it will permit Lessee peaceably to hold and enjoy said premises during the term of this lease, without interruption by Lessor.

LESSEE:

NUMARK GOLF, L.L.C., a Nebraska
Limited Liability Company

By: Kinsey Bauer
Kinsey Bauer, Manager

Date: 8/31/17

LESSOR:

LACEY LAMMLE TRUST

By: Guy M. Lammler
Guy M. Lammler, Trustee

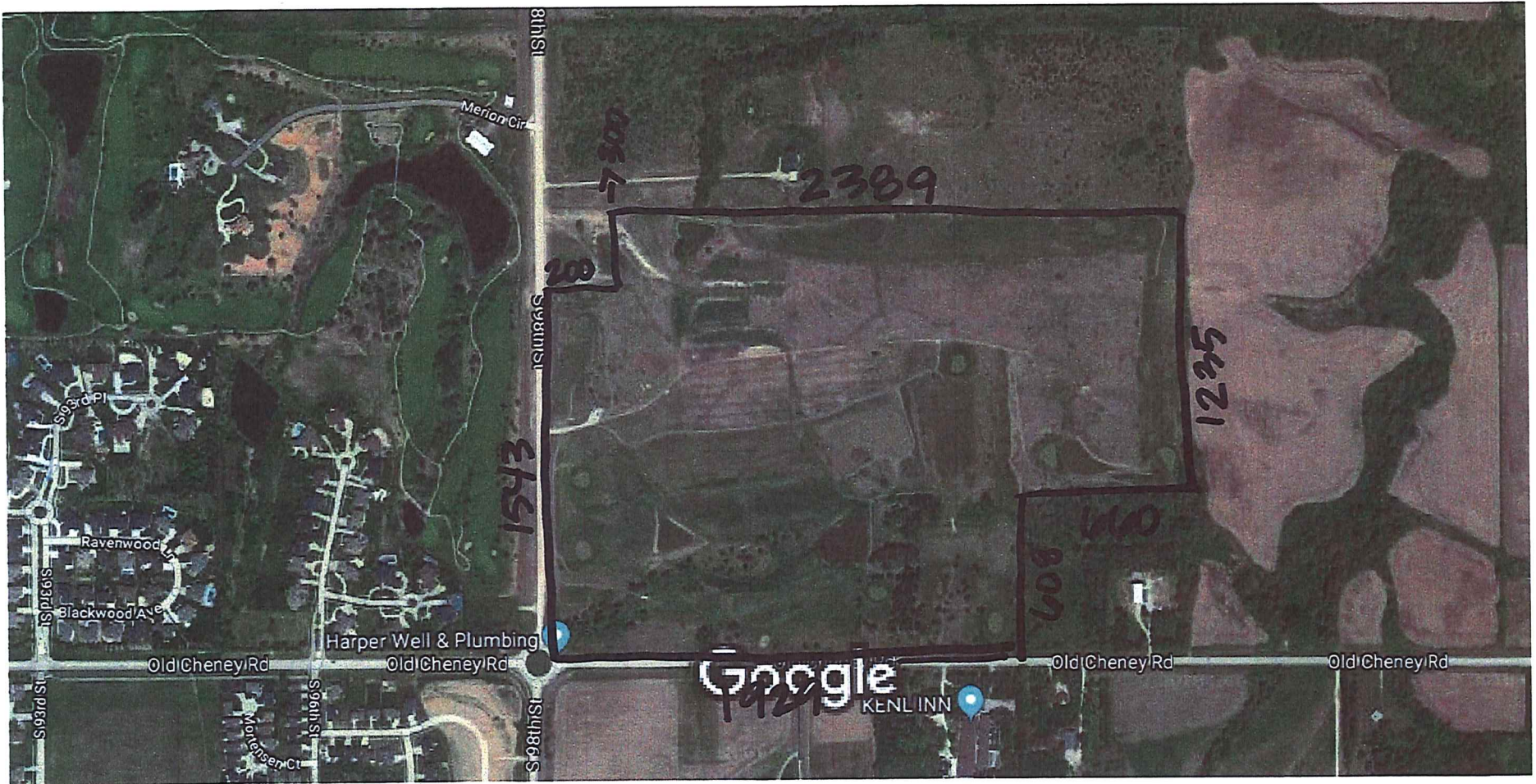
Date: 8/31/17



Imagery ©2018 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, 200 ft
Map data ©2018 Google



Google Maps



Imagery ©2018 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2018 Google

500 ft

Kelly S. Lundgren

From: Tom J. Cajka
Sent: Thursday, March 01, 2018 1:46 PM
To: Kelly S. Lundgren; Angela S. Keim; Barbi M. Loschen; David A. Derbin; David R. Cary; Greg R. Topil; Jenifer T. Holloway; Jeremy J. Schwarz; Josh D. Clark; Justin L. Daniel; Ken D. Schroeder; Robert K. Simmering; Steve S. Henrichsen; Terry A. Kathe
Subject: RE: Addition to Liquor License

Planning has no objection. Is in conformance with the special permit for the golf course.

Tom Cajka, Planner II
County Planner
Lincoln-Lancaster County Planning
402-441-5662

From: Kelly S. Lundgren
Sent: Thursday, March 01, 2018 11:34 AM
To: Angela S. Keim <AKeim@lincoln.ne.gov>; Barbi M. Loschen <bloschen@lancaster.ne.gov>; David A. Derbin <DDerbin@lancaster.ne.gov>; David R. Cary <dcary@lincoln.ne.gov>; Greg R. Topil <gtopil@lincoln.ne.gov>; Jenifer T. Holloway <JHolloway@lancaster.ne.gov>; Jeremy J. Schwarz <JSchwarz@lancaster.ne.gov>; Josh D. Clark <JClark@lancaster.ne.gov>; Justin L. Daniel <jdaniel@lincoln.ne.gov>; Ken D. Schroeder <kschroeder@lancaster.ne.gov>; Robert K. Simmering <RSimmering@lincoln.ne.gov>; Steve S. Henrichsen <shenrichsen@lincoln.ne.gov>; Terry A. Kathe <tkathe@lincoln.ne.gov>; Tom J. Cajka <tcajka@lincoln.ne.gov>
Subject: Addition to Liquor License

Please find attached an addition to liquor license for NuMark Golf, LLC. This will be scheduled for a public hearing on Tuesday, March 20, 2018. Please have your recommendations to me by Wednesday, March 14th.

Thank you!

Kelly Lundgren, Records Specialist
Lancaster County Clerk
555 S. 10th Street, Room 108
Lincoln, NE 68508
Direct: 402-441-7485
Main: 402-441-7484

From: Ken D. Schroeder
Sent: Wednesday, March 07, 2018 5:01 PM
To: Kelly S. Lundgren; Angela S. Keim; Barbi M. Loschen; David A. Derbin; David R. Cary; Greg R. Topil; Jenifer T. Holloway; Jeremy J. Schwarz; Josh D. Clark; Justin L. Daniel; Robert K. Simmering; Steve S. Henrichsen; Terry A. Kathe; Tom J. Cajka
Cc: Pamela L. Dingman; Cori R. Beattie
Subject: RE: Addition to Liquor License

Kelly,
Upon review this office has no direct objections to this submittal.
Ken

From: Kelly S. Lundgren
Sent: Thursday, March 01, 2018 11:34 AM
To: Angela S. Keim <AKEim@lincoln.ne.gov>; Barbi M. Loschen <bloschen@lancaster.ne.gov>; David A. Derbin <DDerbin@lancaster.ne.gov>; David R. Cary <dcary@lincoln.ne.gov>; Greg R. Topil <gtopil@lincoln.ne.gov>; Jenifer T. Holloway <JHolloway@lancaster.ne.gov>; Jeremy J. Schwarz <JSchwarz@lancaster.ne.gov>; Josh D. Clark <JClark@lancaster.ne.gov>; Justin L. Daniel <jdaniel@lincoln.ne.gov>; Ken D. Schroeder <kschroeder@lancaster.ne.gov>; Robert K. Simmering <RSimmering@lincoln.ne.gov>; Steve S. Henrichsen <shenrichsen@lincoln.ne.gov>; Terry A. Kathe <tkathe@lincoln.ne.gov>; Tom J. Cajka <tcajka@lincoln.ne.gov>
Subject: Addition to Liquor License

Please find attached an addition to liquor license for NuMark Golf, LLC. This will be scheduled for a public hearing on Tuesday, March 20, 2018. Please have your recommendations to me by Wednesday, March 14th.

Thank you!

Kelly Lundgren, Records Specialist
Lancaster County Clerk
555 S. 10th Street, Room 108
Lincoln, NE 68508
Direct: 402-441-7485
Main: 402-441-7484

Office of the Sheriff Lancaster County

Terry T. Wagner
Sheriff

Todd Duncan
Chief Deputy

575 S. 10th Street, Lincoln, Nebraska 68508-2869
Phone (402) 441-6500 Fax (402) 441-8320



March 7, 2018

Ms. Kelly Lundgren
Lancaster County Clerk's Office
County-City Building
Lincoln, NE 68508

Re: Application for Addition to Liquor License reference NuMark Golf, LLC, license #C122099.

Dear Ms. Lundgren:

This letter is regarding an application for Addition to Liquor License for NuMark Golf, LLC, dba NuMarc Golf Course located at 8901 Augusta Drive, Lincoln, Lancaster County, Nebraska. Kinsey Bauer, President of NuMark Golf, LLC, is requesting to add an additional 99 acres to the original license issued on December 27, 2017. The 99 acres is located on the northeast corner of S. 98th Street and Old Cheney. The physical address of the property is 5400 S. 98th Street, Lincoln, Lancaster County, Nebraska. The Parcel ID is: 16-12-300-003-000, and the Property Identification number is: S12, T9, R7, 6 Principal Meridian, LOT 52 SW. Per Kinsey Bauer, the application for Addition to Liquor License will allow NuMark Golf, LLC to facilitate the sale of alcohol on the additional 99 acres.

On September 29, 2017, the Lancaster County Sheriff's Office submitted a letter to the Lancaster County Board of Commissioners reference the application for a Class C-122099 liquor license. In that letter, the Lancaster County Sheriff's Office found no statutory reason to recommend denial of the original application. Since that day, the Lancaster County Sheriff's Office has received no complaints or initiated any liquor investigation toward NuMarc Golf, LLC or Kinsey Bauer.

The Lancaster County Sheriff's Office finds no statutory reason to deny this manager application.

Sincerely,

Terry T. Wagner
Lancaster County Sheriff