

**CONSTRUCTION AND GROUND LEASE AGREEMENT**  
**FOR LINCOLN CHILDREN'S ZOO**

This Construction and Ground Lease Agreement ("Lease Agreement") is made and effective as of the date of execution of the last signing party by and between the **CITY OF LINCOLN, NEBRASKA ("CITY")**, a municipal corporation and political subdivision of the State of Nebraska and the **LINCOLN CHILDREN'S ZOO ("LCZ")**, a Nebraska nonprofit corporation.

WHEREAS, CITY owns a triangular piece of real property generally bounded by 27<sup>th</sup> Street, Normal Boulevard, and "A" Street in Lincoln, Nebraska ("the Triangle");

WHEREAS, CITY has a long history of providing to its citizens and visitors access to a children's zoo as an outdoor recreation activity;

WHEREAS, CITY has partnered with the nonprofit corporation LCZ to operate the Folsom Children's Zoo now known as the Lincoln Children's Zoo ("Zoo") on a portion of the aforementioned property since 1959;

WHEREAS, CITY enacted Chapter 12.36 of the Lincoln Municipal Code to govern LCZ's occupancy and use of the Triangle by ordinance in 1961, which has been amended from time to time, and L.M.C. 12.36.010 specifically states that certain real property is authorized and designated for the Zoo as adopted by Ordinance No. 12865;

WHEREAS, CITY, Lincoln Public Schools ("LPS"), and LCZ entered into an agreement, approved by Resolution No. A-78161 on June 30, 1997, for the creation and operation of a Science Focus Program for students ("Zoo School") on the grounds of the Zoo, with a subsequent agreement regarding operation of the Zoo School was entered into on September 20, 2007, approved by Resolution No. A-84528;

WHEREAS, CITY and LCZ have continued a successful public-private partnership for over fifty (50) years for the betterment of the community and the CITY's children, while providing an iconic destination that attracts visitors from across the State and offers hands-on, interactive experiences for children and families;

WHEREAS, LCZ has proposed to construct a new building that will house administrative offices, indoor exhibit and activity space, and a permanent, expanded Zoo School and to expand the footprint of the Zoo on and south of the Triangle as legally described on Exhibit "A", which describes the entirety of the leased premises by LCZ under the terms of this Lease Agreement, and shown on the map on Exhibit "B", which are attached hereto and incorporated herein by this reference as though set forth in full;

WHEREAS, LCZ and CITY wish to enter into an agreement to memorialize the parties' agreement for the continued use and lease of the existing portion and proposed new portion of the Triangle and the area south of "A" Street for the continued operation of the Zoo for the

benefit of the community and to govern the construction of new exhibits and the new Zoo School, contemporaneously with the repeal of L.M.C. Chapter 12.36, under the terms, conditions and contingencies hereinafter set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. USE OF THE PREMISES. CITY shall lease to LCZ the real property legally described in Exhibit "A" ("Premises"), and shown on the map in Exhibit "B", solely for operation of the Zoo, which shall all be subject to the terms of the separate Operating Agreement, which Operating Agreement shall serve as additional consideration for this Lease Agreement. CITY and LCZ acknowledge and agree that LCZ intends to expand the exhibition space of the zoo and to construct a building to house the new Zoo School and other administrative offices and other improvements on, under, and over the Premises for continuing its operation of a children's zoo. LCZ shall design, construct, and maintain the Zoo School and Zoo and operate the Zoo consistent with the terms herein and the terms in the Operating Agreement. The Premises shall be used primarily by LCZ for the construction, development, and operation of the Lincoln Children's Zoo.

2. TERM. The term of this Lease Agreement shall commence upon execution and shall continue for a period of fifty (50) years, the same time period as the Operating Agreement. The parties agree that termination of this Lease Agreement shall automatically result in termination of the Operating Agreement on the same effective date. CITY has the right to terminate this Lease Agreement if LCZ shall at any time be in default in the performance of any of the other covenants, terms, conditions or provisions herein in accordance with the Default and Waiver section herein. The parties may also mutually agree to terminate the Lease Agreement. Upon termination of this Lease Agreement, whether prior to the end of the term due to breach, at the expiration of the original term, or at the end of any extended term thereof by mutual agreement of the parties, a multitude of issues will be involved, some of which are unknown at this time. The parties agree to adopt a termination and winding up plan to deal with all of the issues relative to the termination of the Lease Agreement.

3. CONTINGENCIES. This Lease Agreement is contingent upon CITY obtaining all necessary approvals under state law, municipal ordinances, or any other laws applicable prior to its effectiveness, including, but not limited to, approval by the Lincoln City Council and by the federal government and/or Nebraska Game and Parks Commission that Land and Water Conservation Funds do not restrict the proposed uses herein. In the event LCZ's uses of the Zoo School are proposed to decrease by more than 10%, the parties shall meet prior to such change to seek approval from the appropriate authorities that the uses are in as in conformance with Land and Water Conservation Fund restrictions. In the event CITY does not obtain all necessary approvals by the effective dates of the Lease Agreement and Operating Agreement or by some other mutually agreed upon date in writing, these Agreements shall be considered null and void.

4. PAYMENT. LCZ shall make payment to CITY in the total amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) to compensate CITY for leasing the Premises to LCZ and for transition of Parks and Recreation Department and Lincoln Parks

Foundation staff to new office space. LCZ shall pay to CITY the amount of Nine Hundred Twenty-Five Thousand Dollars (\$925,000.00) upon execution of this Lease Agreement. The remaining Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) shall be paid by LCZ to CITY in three equal installments on the following payment schedule:

- A. First payment in the amount of One Hundred Eight Thousand Three Hundred Thirty-Four Dollars (\$108,334.00) shall be due on January 6, 2017;
- B. Second payment in the amount of One Hundred Eight Thousand Three Hundred Thirty-Three Dollars (\$108,333.00) shall be due on January 1, 2018; and
- C. Third and final payment in the amount of One Hundred Eight Thousand Three Hundred Thirty-Three Dollars (\$108,333.00) shall be due on January 1, 2019.

Any remainder funds held by CITY left over from the Parks and Recreation Department's transition shall be directed to the advance acquisition fund for the purchase of additional green space or conservation areas.

5. CONSTRUCTION OF IMPROVEMENTS.

A. Expansion Plan. CITY and LCZ acknowledge and agree that the development and ongoing use and operation of the Premises for the Zoo will serve both parties' best interests. As such, CITY and LCZ agree to the Zoo expansion plan, as may be amended by mutual agreement, as shown on Exhibit "B". CITY and LCZ also understand and agree that the plan may need to be amended, adjusted or revised as circumstances require and that when necessary the parties shall work together in good faith to amend, adjust and revise the plan. LCZ shall design, implement, and construct the improvements shown on Exhibit "B" and assume responsibility for payment of all the plan costs.

B. Construction Work. All of LCZ's plans and specifications for the initial capital improvements to the Premises must be approved by CITY in advance, including construction start date and construction schedule, with review by the Parks and Recreation Department, Building and Safety Department, Public Works and Utilities Department, and Planning Department and any other necessary, related CITY commissions or committees, which approval shall not be unreasonably withheld. The design and materials of any permanent structure and fencing seen from the exterior must be approved by CITY. LCZ's contractor's or agent's temporary access, haul routes, staging, parking for construction crews, and equipment storage during construction shall also be approved in advance. Any construction on the Premises, during the initial capital improvements or in the future, shall comply with all legal requirements and meet CITY design standards and specifications, including any landscaping requirements. LCZ shall apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to construction on the Premises, during the initial capital improvements or in the future. Any development shall also be generally subject to any CITY, state, and federal ordinance, statutes, or rules and regulations. Preconstruction photo documentation shall be required by LCZ's contractor. Any contractor performing the work shall be adequately insured and bonded pursuant to Neb. Rev. Stat. § 52-141. LCZ shall cause any contractor that performs all or any part of the construction work on the Property or any other improvements to take all reasonable steps to avoid excessive dust, rubble or odors from the Premises. The work shall also be performed in a good and workmanlike manner and in accordance with good construction practices. Special care shall be taken during construction to avoid any unnecessary impact or disruption to the public's use of the public

gardens and fountain adjacent to the Zoo. LCZ shall be responsible for repairing any paving or sidewalks significantly damaged or impaired by construction, including any damage to Memorial Drive.

C. Pedestrian Safety and Bus Pullout. The bus pullout design, any pedestrian safety improvements and any other work within the public right-of-way proposed by LCZ on or along "A" Street must be approved in advance by the Public Works and Utilities Department and be granted a permit for construction in the right-of-way, which shall be at LCZ's sole cost for design and construction.

D. Irrigation systems. LCZ and its contractors and agents shall maintain continuous irrigation for the park property adjacent to the Premises during construction and shall restore any damaged irrigation systems and plant materials at its sole cost. CITY shall provide information to LCZ regarding known locations of irrigation systems prior to construction.

E. Stormwater or Surface Water Drainage. LCZ and its contractors and agents shall be responsible for constructing at its cost stormwater quality and quantity management practices in accordance with Chapter 28.03, "Regulations for Post Construction Stormwater Management" on the Triangle adjacent to or on the Premises pursuant to Chapter 2.05 of the Stormwater Drainage Design Standards, the CITY's Drainage Criteria Manual, and other applicable rules and ordinances of CITY. In addition, LCZ and its contractors and agents shall be responsible for relocating any existing stormwater facilities previously funded and/or constructed by CITY or its funding partners, as may be necessitated by the expansion plan shown on "Exhibit B", to the satisfaction of the Public Works and Utilities Department Watershed Management Division. Responsibility for the ongoing maintenance and repair of the stormwater facilities located on the Premises shall rest with LCZ. LCZ shall submit a plan showing how the standards will be met for review and approval by the Public Works and Utilities Department Watershed Management Division.

F. Sediment and Erosion Control. LCZ and its contractors and agents shall be responsible for installing and maintaining effective sediment and erosion control measures during construction on the Premises in accordance with the requirements of Chapter 28.01, "Regulations for Construction Site Discharges," Chapter 2.05 of the Stormwater Drainage Design Standards, and the CITY's Drainage Criteria Manual. Daily cleanup shall be required on the Premises. A Stormwater Pollution Prevention Plan (SWPPP) shall be submitted for review and approval in advance by the Public Works and Utilities Department Watershed Management Division.

G. Inspection by CITY. After the date of delivery of possession, CITY shall have the right to enter the Premises to inspect it at reasonable times during the course of any subsequent renovation or construction, in addition to its right of entry for building code inspections. Any entry shall be subject to the supervision of LCZ and its construction contractors. Any entry shall be at CITY's own risk and all entries shall be conducted with due regard for the business activities conducted at the Premises and the construction work. No entry shall unreasonably interfere with the business activities conducted on the Premises or the progress of the construction work.

H. Insurance during Construction Period. LCZ or its general contractor shall carry builder's risk insurance on a completed value basis with respect to renovations and any other improvements to the Premises.

I. Impact Fees and Sales Tax. LCZ shall be responsible for any impact fees and sales tax, if any, during the construction of any improvements to the Premises if it contracts for the

construction of the improvements. LB 419 passed by the Nebraska Legislature in 2015 exempts certain sales and purchases by certain zoos and aquariums in the state.

J. Adequate Funding Source. LCZ shall provide CITY with written confirmation of sufficient financing or funding for construction work prior to commencement of construction, such as documentation of a line of credit for construction.

K. Future improvements. LCZ shall have the right to construct additional improvements to the Premises (all of which shall be considered to be the property of LCZ during the term of this Lease Agreement and shall be property of CITY as of the date of termination of this Lease Agreement, unless the Lease Agreement is renewed, without any requirement of compensation to LCZ) and to make all alterations or additions thereto and to remove, remodel, demolish, and rebuild the same provided CITY approves the same in writing. The cost of all alterations or additions shall be paid by LCZ.

L. Public Infrastructure and Utilities. Although easements for the water mains, electrical stations, and other utilities may not all be of record for the Premises leased through this Lease Agreement, CITY shall reserve for itself and to any person, firm, or corporation, public or private, lawfully engaged in a utility operation as of the date of this Lease Agreement, their successors and assigns, easements for and rights of access to any and all existing electrical power and light, telephone, sanitary sewer, water service, open or underground storm sewer or drainage, gas service, and community antenna television utilities in, through, over, upon or under the above described Premises. Said exceptions and reservations apply to the current location of any such utilities and include, but are not limited to, in current locations, operate, maintain, repair, re-place, and remove such utilities, including lines, conduits, cables, wires, poles, transformers, mains, meters, pipes, and all appurtenances thereto. LCZ and CITY shall also cooperate to allow for easements or access agreements for continued use of the existing bridges or new access areas crossing east-west above the Rock Island Trail for use of the Premises by LCZ, as shown on Exhibits A-4 and A-5.

M. Cooperative Undertaking. CITY and LCZ shall cooperate and work together in good faith to address any concerns CITY may raise during construction of the Zoo School, expansion of the Zoo, and after Zoo begins operations in its expanded lease space on the Property, including concerns regarding odors, access to the trails and parks, and other issues.

## 6. PARKING AND LANDSCAPING.

A. General. LCZ shall be responsible at its sole cost for construction of all new parking areas, vehicular drives, and walkways to serve parking areas, as shown on Exhibit "C". Any construction of a parking area on the Premises shall be paved as may be required by applicable city approvals and permits and meet CITY design standards and specifications, including layout, landscaping, and lighting (if lighting is required) as noted or unless otherwise provided in items B-D, below. If lighting is not proposed as a part of the parking areas, subject to CITY approval, in the event LCZ adds lighting to the parking areas, it shall be subject to CITY design standards then existing. LCZ shall apply for and obtain any and all necessary permits, certifications, licenses, variances, waivers, and approvals required by any applicable law or regulations that relate to the construction of the following parking areas. Landscaping along any of the following parking areas shall be strictly subject to advance review and written approval by the Parks and Recreation Department and shall be maintained to CITY's satisfaction. The parties expressly agree that LCZ shall not expand beyond the Premises into the public garden areas,

specifically the area north of the Ager Building, and that such public gardens shall be preserved for enjoyment of the public and any donors.

B. Public Parking Area North of Ager Building (“Area 1”). LCZ shall expand upon existing parking spaces in the area north of the Ager Building (“Area 1”) for a total of approximately fifty-seven (57) parking spaces to be used for primarily by visitors to the public gardens as shown on Exhibit “C”. LCZ and CITY have agreed that access to Area 1 from 27<sup>th</sup> Street shall be full access in and right only access out.

C. Zoo Patron Parking on Southwest Corner of Triangle (“Area 2”). CITY and LCZ agree that the parking area on the southwest corner of the Triangle at the northeast Corner of 27<sup>th</sup> and “A” Streets (“Area 2”), will serve as the main patron parking area for the Zoo, as generally shown on Exhibit “C”. The landscaping on or adjacent to Area 2 shall exceed the landscape screening requirements by maintaining at least a fifty foot (50’) greenspace buffer along 27<sup>th</sup> Street and a fifteen foot (15’) greenspace buffer along “A” Street outside of Area 2. LCZ shall submit a planting plan for these buffer areas and Area 2 to the Parks and Recreation Department for written approval. The plan will include dense predominantly evergreen landscape screening around the perimeter of Area 2, the preservation of key shade trees, and the planting of new evergreen and shade trees. The plan shall include placement of earth berms along the “A” Street frontage. The greenspace buffer will be outside the lease area of the Premises and upon completion of said greenspace buffer areas according to the approved planting plan shall be maintained by CITY . LCZ shall be responsible for any tree removal to facilitate construction of Area 2, to be completed before April 1, 2017 in order to avoid violation of the Migratory Bird Treaty Act with the schedule to be coordinated with CITY. Driveway access in front of the Ager building to access Area 2 shall be permitted by CITY, provided it is well-designed using appropriate materials and integrated with the front lawn of the Ager Building as recommended by the Historic Preservation Commission. LCZ and CITY have agreed that access to Area 2 from “A” Street shall be full access in and right only access out.

D. Zoo Staff Parking (“Area 3”). Approximately thirty (30) parking spaces on the Triangle are designated for Zoo staff parking in the area to the east of the public gardens (“Area 3”) as shown on Exhibit “C”. While Area 3 is not required to meet CITY design standards, landscaping along Area 3 shall still be designed to achieve one hundred percent (100%) screening using predominantly evergreen plant material to a height of at least ten feet (10’). The landscape plan shall be subject to written approval by the Parks and Recreation Department and maintained to CITY’s satisfaction.

E. Zoo Parking South of “A” Street (“Area 4”). Contemporaneously with this Lease Agreement and pursuant to a separate Real Estate Purchase Agreement, CITY shall sell to LCZ its gravel parking area located south of “A” Street, which is adjacent to and will be combined with other CITY property to be leased to LCZ as shown on Exhibit “B” and other parcels of property adjacent thereto that LCZ has recently acquired, all as shown on Exhibit “C” as Area 4 (“Area 4”). LCZ shall use Area 4 for only those purposes provided by the approved zoning as provided in Lincoln Municipal Code or attendant standards or regulations, primarily for a surface parking area. LCZ has applied for a special permit for Area 4, Special Permit No. 16047, which approved terms shall be incorporated herein. This parking is intended to be primarily for Zoo School students and faculty, Zoo staff and volunteers, and as occasional overflow parking for Zoo patrons. CITY has applied for street and alley vacation adjacent to Area 4 to facilitate its use as a parking area. LCZ understands that zoning requires a twenty foot (20’) setback for Area 4 from “A” Street and may seek a waiver of this requirement. LCZ also understands that zoning

does not allow for a parking structure on Area 4, which will require a change of zone and additional approvals. LCZ shall hard surface the current gravel parking area and all adjacent property acquired by LCZ along "A" Street north of and including the east-west alley between "A" and Washington Streets. Paving of the northern portion of Area 4 ("Area 4A") shall occur prior to use by LCZ patrons and staff and prior to use in accordance with the special permit. LCZ agrees to hard surface the remaining portion of Area 4, located south of the alley ("Area 4B") based upon a schedule approved as a part of the special permit approved for the project, unless waived by City Council as a part of the special permit approval. LCZ shall be responsible for signing Area 4, including the safety markers for the curved turn off the alley running east-west between "A" and Washington Streets to 29<sup>th</sup> Street. LCZ shall be responsible for construction and maintenance of any required sidewalks required with the special permit approved for the project. Landscaping requirements for the frontage along the Rock Island Trail shall be strictly subject to advance review and written approval by the Parks and Recreation Department and shall be maintained to CITY's satisfaction.

F. Landscaping of Portion of Lease Area Located East of Area 1. Landscaping along animal exhibits and enclosures located east of Area 1, and the access drive to Area 3, shall be designed to achieve one hundred percent (100%) screening using predominantly evergreen plant material and earth berms to a height adequate to fully screen the buildings. The landscape plan shall be subject to written approval by the Parks and Recreation Department and maintained to CITY's satisfaction.

7. WATER RESERVOIR. LCZ may construct certain improvements adjacent to and upon the Lincoln Water System Reservoir #6 located on the Triangle just north of "A" Street known as Reservoir 6, as shown on Exhibit "D", subject to advance written approval of Lincoln Water System. Improvement for uses which are not compatible with or could result in potential contamination or impairment of the reservoir shall be prohibited by Lincoln Water System. Acceptable uses have been previously documented in the Land Use Feasibility Study recently completed. Any improvements adjacent to or upon Reservoir 6 shall be strictly subject to written approval by Lincoln Water System and maintained to Lincoln Water System's satisfaction. In the event that Lincoln Water System needs to do any maintenance, improvement, repairs or removal to Reservoir 6, LCZ shall be solely responsible for any cost to remove those improvements to allow access and for any restoration to return Reservoir 6 to its previous state, although Lincoln Water System will return any removed fill and grade it to the standards existing prior to any work. In the event LCZ, its agents, employees, or invitees negligently causes damage to Reservoir 6, LCZ shall be solely responsible for any cost to restore Reservoir 6 to its previous state. Lincoln Water System and LCZ shall cooperate regarding fencing and grounds maintenance adjacent to the pump house, which shall be Lincoln Water System's sole obligation unless otherwise agreed to in writing. Lincoln Water System and LCZ shall coordinate on scheduling for any non-emergency water main or reservoir projects to the extent reasonably possible. CITY and Lincoln Water System shall not be liable for damages arising from failures, breaks, or other unforeseen events that occur as a result of LCZ operating near or upon Reservoir 6, the adjacent pump station, or associated water mains.

8. HIGH PRESSURE WATER MAIN. Lincoln Water System currently has a various water mains in and near the Premises, including a water main that runs under one or more portables currently being used for the Zoo School in an area of the Zoo known as Camelot

Commons. LCZ agrees to remove the portables off the area for the water main as shown on Exhibit "D" and shall not at any time in the future place any buildings, structures, or significant improvements upon the known locations of existing water main(s).

9. AGER BUILDING. LCZ shall have exclusive use of the Ager Building beginning May 1, 2017 through the term of the Lease Agreement. LCZ shall not be permitted to construct or maintain any Zoo improvements or operations on the green space to the west of the Ager Building, except for approved access drive if and as approved by the Parks and Recreation Department, Building and Safety Department, Public Works and Utilities Department, and Planning Department and any other necessary, related CITY commissions or committees. LCZ will maintain the exterior of the Ager Building in conformance with the historical local landmark designation by the Historic Preservation Commission and the City Council. All LCZ's plans and specifications for improvements or renovations to the Ager Building, without exception, must be approved in writing by CITY in advance, with review by the Parks and Recreation Department, Building and Safety Department, Public Works and Utilities Department, and Planning Department, which approval shall not be unreasonably withheld.

10. RELOCATION OF LADY LIBERTY STATUE AND OTHER SIGNIFICANT LANDSCAPING AND MONUMENTS. The Lady Liberty statue is currently placed on the Property near the Parks and Recreation administration building and parking. CITY shall be responsible at its sole cost for relocating the statue and any recognition panels and any other significant landscaping or monuments as designated to a location to be chosen by the Parks and Recreation Department, for either placement or storage. CITY and LCZ shall coordinate on scheduling of relocation of the statue and other monuments to the extent reasonably possible, but relocation shall occur no later than May 1, 2017. LCZ shall provide CITY with relocations costs up to a total amount not to exceed \_\_\_\_\_ (\$\_\_\_\_\_.00).

11. USE AND DEMOLITION OF PARKS ADMINISTRATION BUILDING. LCZ shall have exclusive use of and right to demolish the Parks and Recreation administration building beginning March 20, 2017 through the term of the Lease Agreement. Until such date, the City Parks and Recreation Department shall have exclusive use of the Parks and Recreation administration building, the adjacent parking lot, and surrounding green space for ongoing park and park facility operations. CITY and LCZ shall cooperate on the demolition schedule for the Parks and Recreation administration building to allow CITY staff to properly move to their new facilities and complete any interior salvage or deconstruction work. CITY shall have salvage and deconstruction rights to the Parks and Recreation administration building, Ager Building, and the surrounding green space and parking lots prior to relinquishing exclusive use to LCZ upon such agreed upon dates provided herein, or on such dates later agreed to in writing. Upon the date of transfer of exclusive use of the Parks and Recreation building to LCZ, LCZ shall have all rights of salvage to the materials remaining therein.

12. EXPENSES. LCZ shall pay all expenses of every kind and nature whatsoever attributable to the Premises, commencing on possession of the Property and continuing throughout the term of the Lease Agreement, including, but not limited to the following: all

repairs to and maintenance of the Property and all improvements and systems placed on the Property, except as otherwise provided herein or in the Operating Agreement.

13. CONDITION OF THE PREMISES. LCZ hereby acknowledges that LCZ has personally examined the Premises prior to entering into this Lease Agreement. This Lease Agreement is based upon LCZ's personal inspection of the Premises and not upon any representation or warranties or conditions by CITY or CITY's agents. To the extent such reports exist, CITY shall provide any environmental, hazardous materials, and asbestos reports it has regarding the Parks and Recreation administration building and Ager Building, which shall not be relied upon as comprehensive in scope or accuracy. LCZ acknowledges that it has not been influenced to enter into this transaction, nor has LCZ relied upon any warranties or representations not set forth or incorporated in this Lease Agreement, the Purchase Agreement, Operating Agreement, or otherwise previously made in writing. CITY makes no representation or warranties of any kind whatsoever, either express or implied, with respect to the use, title, condition, code or law compliance, or occupation of the Premises with respect to the physical or structural condition of the Premises, the Premises' compliance with the Americans with Disabilities Act, or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the Premises and hereby disclaims any implied warranty regarding the fitness for any particular purpose, quality or merchantability of the Premises or any portion thereof. Except to the extent otherwise provided in this Lease Agreement, the Premises shall be leased to LCZ on an "AS-IS, WHERE-IS" basis without any representations or warranties of any kind, express or implied. The parties agree that CITY shall not be required to make or remove any improvements to the Premises. CITY shall be released from all responsibility and liability to LCZ regarding the condition of the Premises, including environmental conditions, valuation, salability or utility of the Premises, or its suitability for any purpose whatsoever. LCZ agrees that it will not seek to recover from CITY any costs that may be incurred for the clean-up or remediation in any manner of any toxic or hazardous materials, substances or wastes as may exist in, on, under or affecting the Premises, regardless of where now located, and specifically waives any right to recovery thereof.

14. DAMAGE AND DESTRUCTION.

A. If the Premises is damaged by fire or other insured casualty, LCZ will give CITY notice of the time which will be needed to repair such damage, as determined by LCZ in its reasonable discretion, and the election which LCZ has made according to this section. Such notice will be given before the thirtieth (30th) day (hereinafter referred to as the "notice date") after the fire or other insured casualty.

B. If the Premises is damaged by fire or other casualty to an extent which may be repaired within one (1) year after the fire or other casualty, LCZ will repair the damage and diligently pursue the completion of such repair. In that event this Lease Agreement will continue in full force and effect.

C. If the Premises is damaged by fire or other casualty to an extent which may not be repaired within one (1) year after the fire or other casualty, then (i) CITY may terminate this Lease Agreement as of the date of such damage by written notice given to LCZ not later than the thirtieth (30th) day after the fire or other casualty or the notice date, or (ii) LCZ may terminate this Lease Agreement effective with the date of such damage by written notice given to CITY not later than the thirtieth (30th) day after the fire or other casualty or the notice date, whichever is

earlier. If neither CITY nor LCZ so elects to terminate this Lease Agreement, LCZ will repair the Premises, including the improvements.

D. If the proceeds of insurance plus any provided for supplemental available funding are insufficient to pay for the repair of any damage to the Premises, CITY will have the option to terminate this Lease Agreement as of the date of such casualty by written notice to LCZ not later than thirty (30) days following the fire or other casualty or the notice date, whichever is earlier.

15. LIENS. LCZ hereby covenants and agrees that during the term of this Lease Agreement, LCZ shall pay for all labor performed, and materials used by or furnished to LCZ or claimed to be furnished to LCZ or to any contractor employed by LCZ and shall hold CITY and the Premises harmless and free from any lien or claim therefor. In the event any Contractor's construction lien, Mechanic's or Materialman's Lien shall be placed on CITY's interest, LCZ shall take all steps necessary to see that it is released within thirty (30) days of its being filed; however, LCZ may contest such lien provided that LCZ first posts a sum of money or surety bond, in an amount sufficient to release the lien pursuant to the terms of the Nebraska Construction Lien Act.

16. REQUIREMENTS OF LAW. LCZ shall apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the operation and maintenance of the Zoo. LCZ shall, at its expense, observe and comply, and operate the Zoo strictly in compliance with all applicable present and future laws, ordinances, requirements, orders, directions, codes, rules and regulations of the CITY, the State of Nebraska, and the United States, and all other governmental authorities having jurisdiction over the Premises, including, but not limited to zoning, parking, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act, Land Water Conservation Fund Act, CITY and federal flood regulations, alcohol rules and regulations for special designated licenses, or other applicable federal, state and local requirements pertaining to LCZ's use of the Premises and Zoo, whether the same are in force at the commencement of this Lease Agreement or may in the future be passed, enacted or directed. LCZ shall take appropriate action to ensure that users of the Premises and Zoo act in compliance with the laws, ordinances, rules and regulations of the CITY and the State of Nebraska now and hereafter in effect during the term of this Lease Agreement. It is understood and agreed that the Zoo shall be operated in accordance with operational standards established by the industry. LCZ shall maintain accreditation with the Association of Zoos & Aquariums, or another nationally recognized nonprofit organization that accredits zoos that have met rigorous standards that is acceptable to CITY, throughout the term of this Lease Agreement.

17. LAND AND WATER CONSERVATION FUND COMPLIANCE. LCZ and CITY acknowledge that Land and Water Conservation Funds ("LWCF") under the Federal Land and Water Conservation Fund Act of 1965, 16 U.S.C. §§ 4601, et seq., as amended, were used to assist the new area to be leased by LCZ under the Lease Agreement. LCZ and CITY shall cooperate to assure that the Premises remain reasonably open and accessible to the general public and that the uses are in compliance with the federal statutes and regulations in place or as may be amended from time to time, including maintaining the Premises to appear attractive and inviting to the public, maintaining sanitation facilities in accordance with applicable health standards, and

maintaining proper public safety. As otherwise provided in other sections of the Lease Agreement and Operating Agreement, CITY shall periodically review performance of LCZ to ensure compliance with the standards required by LWCF. LCZ shall sign and identify the Premises as publicly owned and operated as a public outdoor recreation area.

18. CONDEMNATION. If the whole of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease Agreement shall cease from the date of possession. If any portion of the Premises is taken, then LCZ may terminate this Lease Agreement by written notice to CITY not later than thirty (30) days after the taking, or LCZ may continue in possession of the remainder of the Premises as per the original terms of this Lease Agreement. All damages awarded for such taking attributable to the land shall be exclusive property of CITY; however, LCZ may seek compensation for any taking related to value of improvements to the extent allowed by law.

19. SURRENDER. In the event the Lease Agreement expires or is terminated, LCZ shall peacefully surrender possession of the Premises in good condition and repair to CITY. On or before the date of termination, LCZ shall, at its expense, remove all of its personal property from the Premises, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures, other than certain personal property of LCZ, which have been made or installed by LCZ on the Premises, shall remain as CITY's property and shall be surrendered with the Premises as a part thereof, as also provided for in the Operating Agreement. If the Premises is not surrendered at the time of termination or expiration, LCZ shall indemnify CITY against any loss or liability resulting from delays by LCZ in so surrendering the Premises. LCZ shall promptly surrender all keys for the Premises to CITY and shall inform CITY of all lock and safe combinations. The provisions of this section shall survive the termination of this Lease Agreement. If LCZ remains in possession after the termination of the Lease Agreement without the written consent of CITY, LCZ shall be deemed to be a holdover tenant.

20. ENJOYMENT OF PREMISES. CITY covenants that CITY has full authority to execute this Lease Agreement and that on LCZ faithfully performing the terms, covenants and conditions hereof, including the prompt payment of the rent, LCZ shall and may quietly and peacefully have, hold and enjoy the leased Premises during the term of the Lease Agreement, notwithstanding any early termination under the terms provided herein.

21. MEMORANDUM OF LEASE. On execution of this Lease Agreement, a memorandum hereof, which memorandum shall be in substantially the same form as Exhibit "E" attached hereto, shall be filed in the office of the Register of Deeds for Lancaster County, Nebraska.

22. ENVIRONMENTAL LAWS.

A. As used herein, the term "Hazardous Material" means any "hazardous substances," "pollutants," "hazardous waste," or "toxic materials" as defined by the Comprehensive Environmental Resource Conservation and Recovery Act of 1989 ("CERCLA"), 42 U.S.C. §§ 9601 et seq., as amended, Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §§ 6901 et seq., as amended, the Toxic Substance Control Act (or any regulations promulgated under the foregoing) or any other present or future federal state or local

law, ordinance, rules or regulation, including without limitation extremely flammable substances, explosives, radioactive materials, oil, petroleum or petroleum products or hazardous substances, and any substance which is or becomes regulated by any federal, state or local governmental authority.

A. LCZ will not store, use or dispose of any Hazardous Material or any hazardous, toxic, corrosive, explosive, reactive or radioactive matter in, or about the Premises, except as customary in the industry in the operation of a zoo. At all times during the term of this Lease Agreement, LCZ shall comply with all environmental laws and permitting requirements impacting the Premises. LCZ hereby agrees that it shall be fully liable for all costs and expenses related to its use, storage and disposal of Hazardous Material kept on the Premises by LCZ, and LCZ shall give immediate notice to CITY of any violation or potential violation of the provisions of this section. LCZ shall defend, indemnify and hold harmless CITY and its directors, officers, partners, agents or employees from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorney and consultant fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, or animals located on, across, or under the Premises; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material located on, across or under the Premises; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material located on, across or under the Premises; and/or (iv) any violation of any laws applicable thereto. Upon expiration or sooner termination of this Lease, LCZ covenants to turn over possession of the Premises to CITY in a condition that fully complies with all federal, state, and local environmental statutes, laws, rules, and regulations and shall remove, at LCZ's sole cost and expense, all Hazardous Materials brought upon, stored, used, generated, or released into the environment during the term of the Lease Agreement by LCZ and still located on the Premises. The provisions of this section shall be in addition to any other obligations and liabilities LCZ may have to CITY at law or equity and shall survive the termination of this Lease Agreement.

23. NO JOINT VENTURE; TAX EXEMPT STATUS. Except as otherwise provided herein, LCZ has sole and exclusive charge and control of the manner and means of operating the Zoo. Nothing in this Lease Agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties. The parties agree that each of them is acting on its own behalf and not as an employee, joint venturer or partner of the other. Each party is interested only in the results obtained from this Lease Agreement, and each party shall be in exclusive charge and control of its own performance according to its own means and methods. Neither party shall be deemed an agent or representative of the other, and neither party has permission or authority to bind or commit the other party to any agreements or other obligations. It is expressly understood that neither LCZ nor any of its staff are employees of CITY, and thus they are not entitled to any CITY benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave. LCZ represents that it is a nonprofit corporation in good standing under Nebraska law and shall provide the CITY with a copy of its IRS 501(c)(3) designation letter upon request. LCZ covenants to remain a nonprofit corporation

in good standing under Nebraska law and a tax exempt organization under IRS Section 501(c)(3) for so long as this Lease Agreement remains in force.

24. INDEMNIFICATION. To the fullest extent permitted by law, LCZ shall indemnify, defend and hold harmless CITY, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Lease Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of LCZ, or anyone for whose acts LCZ may be liable. This section will not require LCZ to indemnify or hold harmless CITY for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of CITY. CITY does not waive its governmental immunity by entering into this Lease Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Lease Agreement.

25. INSURANCE.

A. LCZ shall maintain General Liability Insurance at its own expense during the life of this Lease Agreement, naming and protecting LCZ and CITY of Lincoln, its officials, employees and volunteers as insureds, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Lease Agreement whether such operations are carried out by LCZ or LCZ's employees or agents. The minimum acceptable limits of liability to be provided by such insurance for the first ten (10) years of the Lease Agreement shall be as follows:

1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
3. Personal Injury Damage - \$1,000,000 each Occurrence; and
4. Contractual Liability - \$1,000,000 each Occurrence; and
5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
6. Medical Expenses (any one person) - \$10,000; and
7. Fire Damage (any one fire) - \$100,000.

B. LCZ shall obtain and maintain Commercial Property Insurance that covers the Premises. This insurance shall, at a minimum, provide "Special Perils" coverage. The amount insured shall equal the full estimated replacement cost of all buildings and other structures upon the Premises and their fixtures and equipment.

C. All of LCZ's business, personal property and tenant improvements that are located on or about the Premises shall be at LCZ's sole risk, and CITY shall not be liable for any loss of or damage done to any such property. CITY shall not be liable to LCZ, its agent, employees, representatives, customers, members, unit owners, or invitees for any personal injury, death or damage including consequential damages to property caused by theft, burglary, water, steam, electricity, fire, gas or odors, or from water, rain or snow which may leak into, issue or flow from any part of the Premises of which they are a part, or from any other place or quarter or for any other cause occurring on or about the Premises. LCZ shall purchase and maintain in force during the term of this Lease Agreement, business, contents and personal property insurance insuring

LCZ's business, personal property and tenant improvements located on or about the Premises against loss by fire, theft or other casualty in an amount of their full replacement value, with a waiver of subrogation endorsement in favor of CITY and its employees, agents and contractees.

D. Prior to taking possession and annually on renewal of the required insurance, LCZ shall furnish CITY with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The CITY of Lincoln shall be specifically named as an additional insured on the General Liability Insurance. Proof of workers' compensation shall be shown as appropriate. All certificates shall provide for thirty (30) days written notice to CITY and LCZ prior to the cancellation, non-renewal, or material change of any insurance referred to therein. Failure of CITY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CITY to identify a deficiency from evidence that is provided shall not be construed as a waiver of LCZ's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Lease Agreement at CITY's option. If LCZ fails to maintain the insurance as set forth herein, CITY shall have the right, but not the obligation, to purchase said insurance at LCZ's expense. LCZ shall provide certified copies of all insurance policies required above within ten (10) days of CITY's written request for said copies. By requiring insurance herein, CITY does not represent that coverage and limits will necessarily be adequate to protect LCZ, and such coverage and limits shall not be deemed as a limitation on LCZ's liability under the indemnities granted to CITY in this contract

E. Waiver of Subrogation. CITY and LCZ hereby waive any recovery of damages against each other (including their employees, officers, directors, agents, or representatives) for any loss or damage to the Premises, tenant improvements and betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance required by this Lease Agreement. LCZ waives all rights against CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance or by the workers' compensation and employer's liability insurance.

F. LCZ and CITY shall meet and confer every ten (10) years from the effective date of this Lease Agreement regarding insurance limits to update them to current standards used by CITY for leases and contracts with contractors, which shall also conform to those standards used in the industry for zoos, subject to CITY's final discretion. LCZ shall then adjust its insurance limits to those standard limits used by the CITY as provided by CITY to LCZ in writing.

26. FINANCIAL RECORDS AND AUDIT. LCZ shall maintain accurate accounting records using generally accepted accounting practices and principles. LCZ shall be subject to audit per Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor copies of all nonproprietary financial and performance related records and materials germane to this Lease Agreement, as allowed by law. The Finance Director and the Director of Parks and Recreation or their authorized representatives shall have access to all books and records of LCZ relating to the Zoo, including those pertaining to the Endowment Fund, and the right to audit and inspect the same, during the term of this Lease Agreement and for a period of one (1) year thereafter.

27. ENTRY AND INSPECTION. LCZ hereby further covenants and agrees with CITY that CITY shall be permitted to enter upon LCZ at all reasonable times to examine the condition of the same.

28. AMERICANS WITH DISABILITIES ACT (ADA) AND OTHER FEDERAL LAWS. LCZ shall comply with the Americans With Disabilities Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act, all as may be amended, and as required by LWCF. LCZ shall take all reasonable steps to provide services for individuals with disabilities as required by the Act. LCZ shall defend, indemnify, protect and hold harmless CITY and all the officers, employees, and agents of CITY against any and all claims, demands, losses, actions or causes of action of whatsoever kind, arising or resulting from LCZ's failure to comply with and fulfill the requirements of the ADA, except for the City Events not managed by LCZ. CITY shall defend, indemnify, protect and hold harmless LCZ and all officers, employees, and agents of LCZ against any and all claims, demands, losses, actions or causes of action of whatsoever kind, arising or resulting from CITY's failure to comply with and fulfill the requirements of the ADA for City Events.

29. DEFAULT AND WAIVER. On the occurrence of any of the following: (i) if taxes, assessments, or other payment from LCZ to CITY shall be and remain unpaid in whole or part for more than thirty (30) days after it is due and payable; (ii) if LCZ shall be adjudged bankrupt or file a petition in bankruptcy or for any arrangements under the Bankruptcy Code or become insolvent or have appointed a Receiver of its property; or (iii) if LCZ shall vacate or abandon the Premises, then CITY may without demand and notice terminate this Lease Agreement and re-enter the Premises with or without process of law using such force as may be necessary to remove all persons or chattels therefrom, and CITY shall not be liable for damage by reason of such re-entry or forfeiture and CITY can take any other action available to it under law. In the event either party fails to comply with any of the other material terms herein, then the other party may declare a default if such failure continues for thirty (30) days after the non-complying party receives written notice specifying the nature of the default (including written notice sent to LPS (as defined below) which is a subtenant of LCZ); provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such thirty (30) day period, such failure shall not be considered a default, provided the non-complying party commences the cure within the thirty (30) day period and continues to exercise reasonable diligence to complete the cure. If any default under this Lease Agreement shall occur and the defaulting party fails to cure the same within the time period provided herein, the other party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay in exercising remedies or custom or practice of the parties which varies from the terms of this Lease Agreement shall be a waiver of any party's right to demand exact compliance with the terms herein. Any waiver by any party of a default of any other party of this Lease Agreement shall not affect or impair any right arising from any subsequent default. It is hereby agreed that time is of the essence, and all provisions herein relating thereto shall be strictly construed. No right or remedy given in this Lease Agreement to CITY or LCZ is intended to be exclusive of any other right or remedy hereof provided by law. In the event the Lease Agreement expires or is terminated, peaceful possession of the Premises shall be given to the CITY.

30. INTEGRATION AND AMENDMENT. This Lease Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded. No modification of this Lease Agreement shall be effective unless it is in writing and is signed by LCZ and CITY or their authorized representatives. CITY's authorized representatives shall consist solely of the Mayor. No other person shall be authorized to make any modification to this Lease Agreement or any of its terms on behalf of CITY.

31. ASSIGNMENT, SUBLETTING, OR DELEGATION. This Lease Agreement, or any part hereof, including the obligation to perform services hereunder, shall not be assigned by LCZ directly or as the result of any merger, consolidation, sale, transfer of assets, or otherwise to any other person, firm or corporation without the express written consent of the Mayor of the CITY, nor shall any of LCZ's duties hereunder be delegated without such express written consent. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Lease Agreement. No assignment shall be valid unless the assignor gives notice to CITY of the assignment and of the name and address of the assignee and a duplicate original of the instrument of assignment. Except as provided in the Zoo School section of the Operating Agreement, LCZ's interest herein may not be sublet to any person without CITY's prior written consent. Specifically, CITY acknowledges that it is aware of and has agreed that LCZ shall have the right to sublet a portion of the Premises, specifically the Zoo School, to Lancaster County School District #0001, a/k/a Lincoln Public Schools ("LPS"), subject to prior review by CITY. LCZ and its members may not encumber its leasehold interest under this Lease Agreement by mortgage or deed of trust or any other instrument to a bank, savings and loan, insurance company or other party ("Lender").

32. E-VERIFY. In accordance with Neb. Rev. Stat. §§ 4-108 through 4-114, LCZ 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 U.S.C. § 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 to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. LCZ 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 U.S.C. 1324b. LCZ shall require any subcontractor to comply with the provisions of this section.

33. SEVERABILITY. If any non-economic mutual term or provision of this Lease Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

34. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute,

acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other.

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

36. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

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

38. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Lease 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 at the addresses stated herein. Said notices will be sent to CITY as follows: CITY of Lincoln, Attn: City Attorney, 555 S. 10<sup>th</sup> Street, Suite 300, Lincoln, NE 68508 or at such other address as CITY may hereafter furnish by written notice to LCZ. Said notices will be sent to LCZ as follows: Lincoln Children's Zoo, 1222 S. 27<sup>th</sup> Street, Lincoln, NE 68502 or at such other address as LCZ may hereafter furnish by written notice to CITY.

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

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

41. SUCCESSORS AND ASSIGNS. This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns. The undersigned individuals do hereby agree and represent that he or she is legally capable to sign this Lease Agreement and to lawfully bind their respective parties to this Lease Agreement.

ATTEST:

**CITY OF LINCOLN, NEBRASKA**  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

**LINCOLN CHILDREN'S ZOO,**  
A Nebraska nonprofit corporation

\_\_\_\_\_  
President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

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

(S E A L)

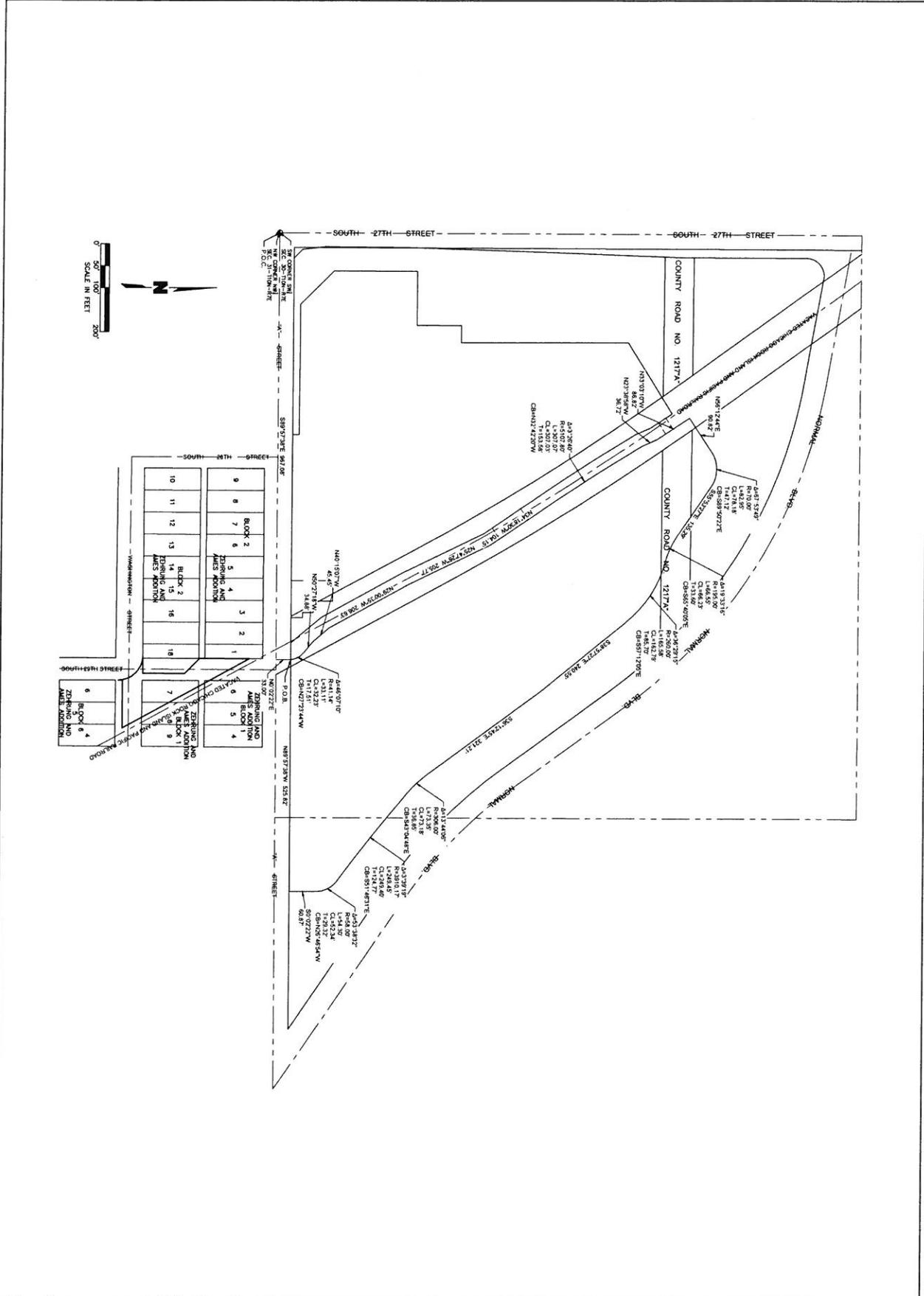
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged by me this \_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, President of the Lincoln Children's Zoo on behalf of  
said organization.

(S E A L)

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



LEASE PARCEL 1 EXHIBIT  LINCOLN CHILDRENS ZOO  LINCOLN, NEBRASKA	2016
	REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

**MOLSSON ASSOCIATES**

601 P Street, Suite 200  
 P.O. Box 8400  
 Lincoln, NE 68508

TEL 402.474.8311  
 FAX 402.474.5180  
 www.molssonassociates.com

EXHIBIT A-1

**LEGAL DESCRIPTION  
LEASE PARCEL 1**

A TRACT OF LAND COMPOSED OF A PORTION OF VACATED CHICAGO ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY, A PORTION OF COUNTY ROAD NUMBER 1217"A", AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M.; THENCE EASTERLY ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, ON AN ASSUMED BEARING OF S89°57'38"E, A DISTANCE OF 967.08' TO A POINT; THENCE N00°02'22"E, A DISTANCE OF 33.00' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "A" STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; SAID POINT ALSO BEING A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 46°07'10", A RADIUS OF 41.14', AN ARC LENGTH OF 33.12', A CHORD LENGTH OF 32.23', A TANGENT LENGTH OF 17.51', AND A CHORD BEARING OF N27°23'44"W TO A POINT; THENCE N50°27'18"W, A DISTANCE OF 34.88' TO A POINT; THENCE N40°15'07"W, A DISTANCE OF 45.45' TO A POINT; THENCE N29°00'35"W, A DISTANCE OF 206.63' TO A POINT; THENCE N25°47'26"W, A DISTANCE OF 205.77' TO A POINT; THENCE N34°18'30"W, A DISTANCE OF 104.15' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°26'40", A RADIUS OF 5,107.80', AN ARC LENGTH OF 307.07', A CHORD LENGTH OF 307.03', A TANGENT LENGTH OF 153.58', AND A CHORD BEARING OF N32°42'20"W TO A POINT; THENCE N23°38'58"W, A DISTANCE OF 36.72' TO A POINT; THENCE N33°03'10"W, A DISTANCE OF 86.82' TO A POINT; THENCE N56°12'44"E, A DISTANCE OF 90.82' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 67°53'49", A RADIUS OF 70.00', AN ARC LENGTH OF 82.95', A CHORD LENGTH OF 78.18', A TANGENT LENGTH OF 47.12', AND A CHORD BEARING OF S89°50'22"E, TO A POINT; THENCE S55°53'27"E, A DISTANCE OF 135.29' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 19°33'16", A RADIUS OF 195.00', AN ARC LENGTH OF 66.55', A CHORD LENGTH OF 66.23', A TANGENT LENGTH OF 33.60', AND A CHORD BEARING OF S65°40'05"E, TO A POINT OF REVERSE CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 36°29'15", A RADIUS OF 260.00', AN ARC LENGTH OF 165.58', A CHORD LENGTH OF 162.79', A TANGENT LENGTH OF 85.70', AND A CHORD BEARING OF S57°12'05"E TO A POINT; THENCE S38°57'27"E, A DISTANCE OF 240.55' TO A POINT; THENCE S36°12'45"E, A DISTANCE OF 321.21' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 13°44'06", A RADIUS OF 306.00', AN ARC LENGTH OF 73.35', A CHORD LENGTH OF 73.18', A TANGENT LENGTH OF 36.85', AND A CHORD BEARING OF S43°04'48"E, TO A POINT OF COMPOUND CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE, HAVING A CENTRAL ANGLE OF 03°39'19", A RADIUS OF 3,910.17', AN ARC LENGTH OF 249.45', A

CHORD LENGTH OF 249.40', A TANGENT LENGTH OF 124.77', AND A CHORD BEARING OF S51°46'31"E TO A POINT OF REVERSE CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 53°38'32", A RADIUS OF 58.00', AN ARC LENGTH OF 54.30', A CHORD LENGTH OF 52.34', A TANGENT LENGTH OF 29.32', AND A CHORD BEARING OF S26°46'54"E TO A POINT; THENCE S00°02'22"W, A DISTANCE OF 60.87' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "A" STREET; THENCE N89°57'38"W, ON THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 33.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 525.82' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 403,668.12 SQUARE FEET OR 9.27 ACRES, MORE OR LESS.

Tuesday, October 25, 2016

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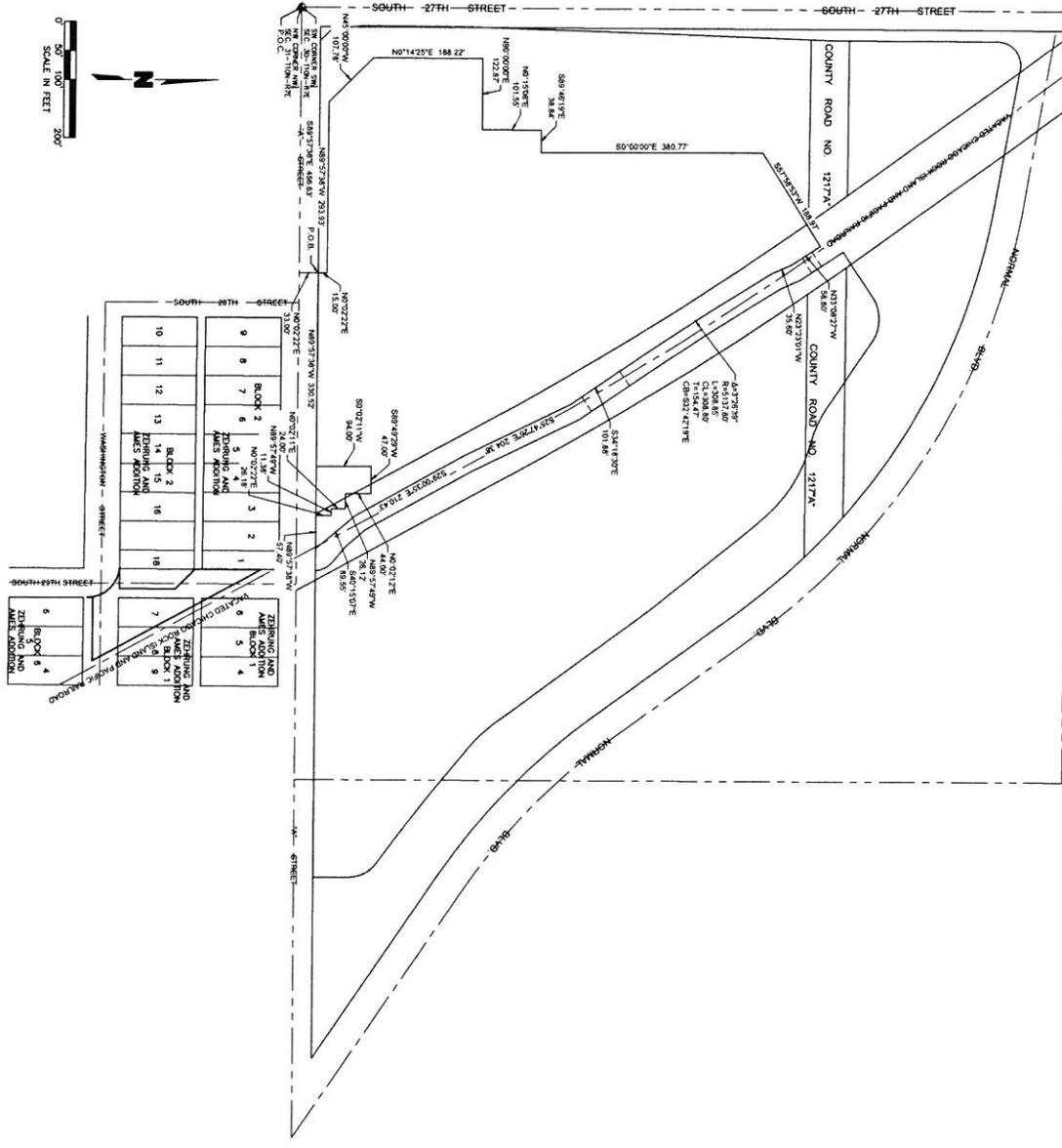


EXHIBIT A-2

LEASE PARCEL 2 EXHIBIT  
 LINCOLN CHILDRENS ZOO  
 LINCOLN, NEBRASKA

REV NO.	DATE	REVISIONS DESCRIPTION

**MOLSSON ASSOCIATES**

601 P Street, Suite 200  
 P.O. Box 8400  
 Lincoln, NE 68508

TEL: 402.474.6311  
 FAX: 402.474.5180  
 www.molssonassociates.com

**LEGAL DESCRIPTION  
LEASE PARCEL 2**

A TRACT OF LAND COMPOSED OF A PORTION OF VACATED CHICAGO ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., ALL LOCATED IN SAID SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M.; THENCE EASTERLY ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°57'38"E, A DISTANCE OF 456.63' TO A POINT; THENCE N00°02'22"E, A DISTANCE OF 33.00' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "A" STREET; SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING N00°02'22"E, A DISTANCE OF 15.00' TO A POINT; THENCE N89°57'38"W, ON A LINE OF 48.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 293.93' TO A POINT; THENCE N45°00'00"W, A DISTANCE OF 107.78' TO A POINT; THENCE N00°14'25"E, A DISTANCE OF 188.22' TO A POINT; THENCE N90°00'00"E, A DISTANCE OF 122.87' TO A POINT; THENCE N00°15'06"E, A DISTANCE OF 101.55' TO A POINT; THENCE S89°46'19"E, A DISTANCE OF 38.84' TO A POINT; THENCE N00°00'00"E, A DISTANCE OF 380.77' TO A POINT; THENCE N57°58'53"E, A DISTANCE OF 188.97' TO A POINT; THENCE S33°08'27"E, A DISTANCE OF 58.80' TO A POINT; THENCE S23°23'01"E, A DISTANCE OF 35.60' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°26'39", A RADIUS OF 5,137.80', AN ARC LENGTH OF 308.85', A CHORD LENGTH OF 308.80', A TANGENT LENGTH OF 154.47', AND A CHORD BEARING OF S32°42'19"E TO A POINT; THENCE S34°18'30"E, A DISTANCE OF 101.88' TO A POINT; THENCE S25°47'26"E, A DISTANCE OF 204.38' TO A POINT; THENCE S29°00'35"E, A DISTANCE OF 210.43' TO A POINT; THENCE S40°15'07"E, A DISTANCE OF 89.55' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "A" STREET; THENCE N89°57'38"W, ON THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 33.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 57.40' TO A POINT; THENCE N00°02'22"E, A DISTANCE OF 26.18' TO A POINT; THENCE N89°57'49"W, A DISTANCE OF 11.38' TO A POINT; THENCE N00°02'11"E, A DISTANCE OF 24.00' TO A POINT; THENCE N89°57'49"W, A DISTANCE OF 26.12' TO A POINT; THENCE N00°02'12"E, A DISTANCE OF 44.00' TO A POINT; THENCE S89°49'29"W, A DISTANCE OF 47.00' TO A POINT; THENCE S00°02'11"W, A DISTANCE OF 94.00' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "A" STREET; THENCE N89°57'38"W, ON THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 33.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 330.52' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 387,591.62 SQUARE FEET OR 8.90 ACRES, MORE OR LESS.



**LEGAL DESCRIPTION  
PARCEL 3**

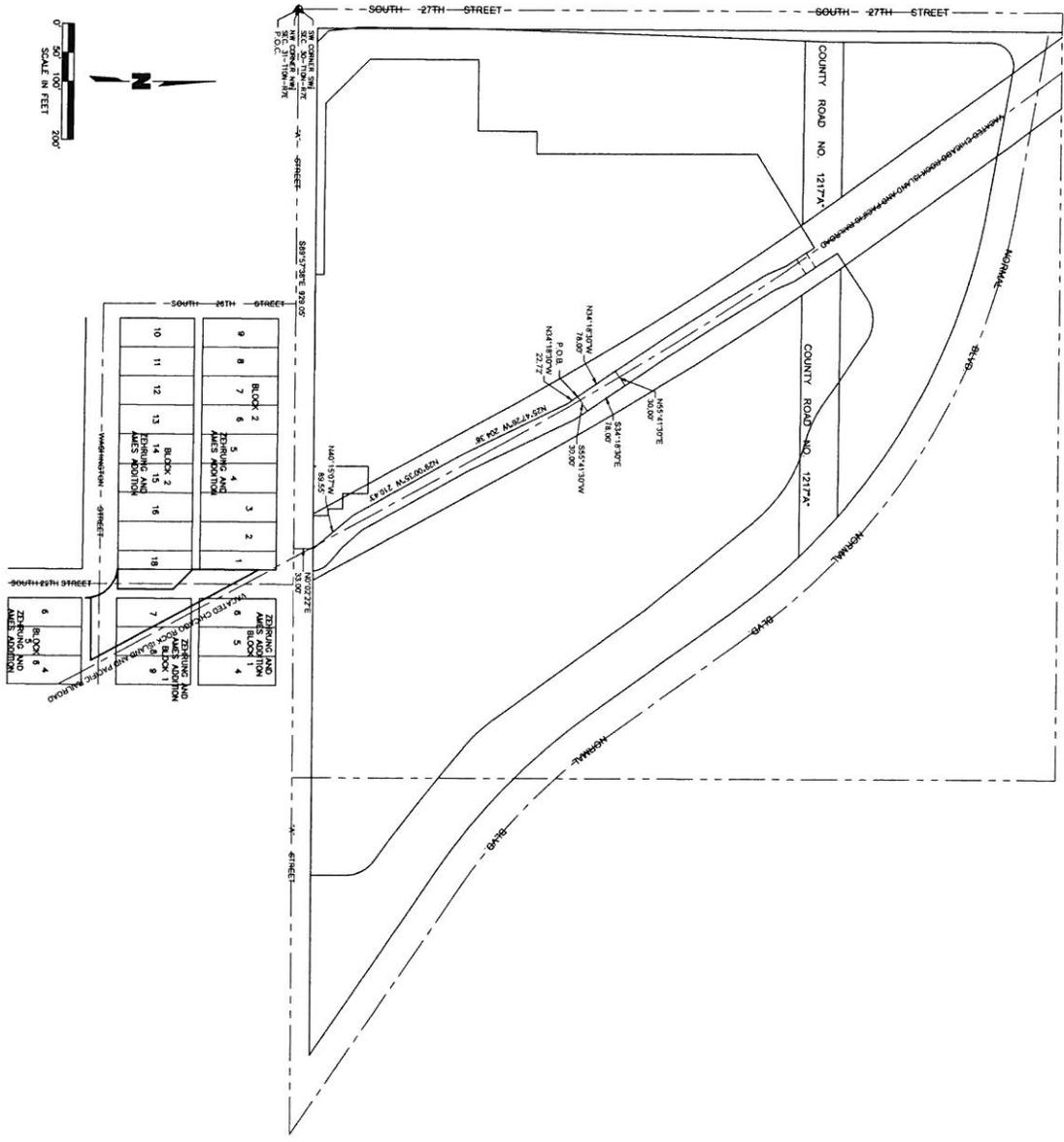
A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 6, 7 AND 8, BLOCK 1, ZEHRUNG AND AMES ADDITION, A PORTION OF THE VACATED EASTWEST ALLEY LOCATED IN BLOCK 1, ZEHRUNG AND AMES ADDITION, A PORTION OF VACATED SOUTH 29<sup>TH</sup> STREET RIGHT-OF-WAY, AND A PORTION OF VACATED WASHINGTON STREET RIGHT-OF-WAY, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M.; THENCE EASTERLY ON THE NORTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF S89°57'38"E, A DISTANCE OF 932.37' TO A POINT OF INTERSECTION WITH A POINT LOCATED 10.00' WEST OF AND PERPENDICULAR FROM THE CENTERLINE OF THE VACATED CHICAGO ROCK ISLAND AND PACIFIC RAILROAD; THENCE S28°29'03"E, ON A LINE 10.00' WEST OF AND PARALLEL WITH THE CENTERLINE OF THE VACATED CHICAGO ROCK ISLAND AND PACIFIC RAILROAD, A DISTANCE OF 68.14' TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF VACATED SOUTH 29<sup>TH</sup> STREET, SAID POINT BEING **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING S28°29'03"E ON SAID LINE, A DISTANCE OF 328.62' TO A POINT OF INTERSECTION WITH LINE LOCATED 16.00' NORTH OF THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON STREET; THENCE N89°44'27"W, ON A LINE 16.00' NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 108.01' TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SOUTH 29<sup>TH</sup> STREET; THENCE S00°15'20"W, ON THE EAST LINE OF SAID RIGHT-OF-WAY, A DISTANCE OF 10.02' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 88°41'51", A RADIUS OF 55.00', AN ARC LENGTH OF 85.14', A CHORD LENGTH OF 76.89', A TANGENT LENGTH OF 53.76', AND A CHORD BEARING OF N44°05'33"W TO A POINT OF INTERSECTION WITH THE NORTH LINE OF WASHINGTON STREET RIGHT-OF-WAY, SAID POINT BEING ON THE SOUTH LINE OF LOT 18, BLOCK 2, ZEHRUNG AND AMES ADDITION; THENCE S89°55'27"E, ON THE SOUTH LINE OF SAID LOT 18, SAID LINE BEING THE NORTH LINE OF SAID RIGHT-OF-WAY, AND ON THE EASTERLY EXTENSION OF SAID LINE, A DISTANCE OF 37.75' TO A POINT OF INTERSECTION WITH A LINE 34.00' EAST OF THE WEST RIGHT-OF-WAY LINE OF SOUTH 29<sup>TH</sup> STREET, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN VACATION ORDINANCE #19944; THENCE N00°15'22"E, ON A LINE LOCATED 34.00' EAST OF AND PARALLEL WITH THE WEST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING THE EAST LINE OF A TRACT OF LAND DESCRIBED IN VACATION ORDINANCE #19944, A DISTANCE OF 95.62' TO A POINT; THENCE N44°45'20"W, ON A NORTHEAST LINE OF SAID TRACT OF LAND DESCRIBED IN VACATION ORDINANCE #19944, A DISTANCE OF 45.25' TO A POINT; THENCE N89°46'02"W, ON A NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN VACATION ORDINANCE #19944, A DISTANCE OF 2.00' TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID RIGHT-OF-WAY; THENCE N00°15'22"E, ON THE WEST LINE OF SAID RIGHT-OF-WAY, A

DISTANCE OF 115.44' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 17,335.79 SQUARE FEET OR 0.40 ACRES, MORE OR LESS.

Tuesday, October 25, 2016

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**ACCESS EASEMENT 1 EXHIBIT**

**LINCOLN CHILDRENS ZOO**

**LINCOLN, NEBRASKA**

**2016**

REV NO.	DATE	REVISIONS DESCRIPTION

**REVISIONS**

**MOLSSON ASSOCIATES**

601 P Street, Suite 200  
 P.O. Box 8400  
 Lincoln, NE 68508

TEL: 402.474.8211  
 FAX: 402.474.5180  
 www.molssonassociates.com

**EXHIBIT A-4**

**LEGAL DESCRIPTION  
ACCESS EASEMENT 1**

A TRACT OF LAND COMPOSED OF A PORTION OF VACATED CHICAGO ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M.; THENCE EASTERLY ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°57'38"E, ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 929.05' TO A POINT; THENCE N00°02'22"E, A DISTANCE OF 33.00' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "A" STREET; THENCE N40°15'07"W, A DISTANCE OF 89.55' TO A POINT; THENCE N29°00'35"W, A DISTANCE OF 210.43' TO A POINT; THENCE N25°47'26"W, A DISTANCE OF 204.38' TO A POINT; THENCE N34°18'30"W, A DISTANCE OF 22.72' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING N34°18'30"W, A DISTANCE OF 78.00' TO A POINT; THENCE N55°41'30"E, A DISTANCE OF 30.00' TO A POINT; THENCE S34°18'30"E, A DISTANCE OF 78.00' TO A POINT; THENCE S55°41'30"W, A DISTANCE OF 30.00' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 2,340.00 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

Wednesday, October 26, 2016

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**LEGAL DESCRIPTION  
ACCESS EASEMENT 2**

A TRACT OF LAND COMPOSED OF A PORTION OF VACATED CHICAGO ROCK ISLAND AND PACIFIC RAILROAD RIGHT-OF-WAY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M.; THENCE EASTERLY ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER ON AN ASSUMED BEARING OF S89°57'38"E, A DISTANCE OF 929.05' TO A POINT; THENCE N00°02'22"E, A DISTANCE OF 33.00' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF "A" STREET; THENCE N40°15'07"W, A DISTANCE OF 89.55' TO A POINT; THENCE N29°00'35"W, A DISTANCE OF 210.43' TO A POINT; THENCE N25°47'26"W, A DISTANCE OF 204.38' TO A POINT; THENCE N34°18'30"W, A DISTANCE OF 101.88' TO A POINT A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION HAVING A CENTRAL ANGLE OF 03°26'39", A RADIUS OF 5,137.80', AN ARC LENGTH OF 308.85', A CHORD LENGTH OF 308.80', A TANGENT LENGTH OF 154.47', AND A CHORD BEARING OF N32°42'19"W TO A POINT; THENCE N23°23'01"W, A DISTANCE OF 35.60' TO A POINT; THENCE N33°08'27"W, A DISTANCE OF 22.21' TO **THE TRUE POINT OF BEGINNING**; THENCE CONTINUING N33°08'27"W, A DISTANCE OF 20.00' TO A POINT; THENCE N56°51'33"E, A DISTANCE OF 30.06' TO A POINT; THENCE S33°03'10"E, A DISTANCE OF 20.00' TO A POINT; THENCE S56°51'33"W, A DISTANCE OF 30.03' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA 600.99 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Wednesday, October 26, 2016

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DWG: F:\2016\0501-1000\016-0630-46-Design\Exhibits\Map Descriptions\016-0630\_Leslie\_Boundary.dwg USER: mnguy  
 DATE: Nov 01, 2016 4:28pm PLOT: 016-0630-46-Design\016-0630.dwg C:\PROGRA~1\Autocad\bin\acad.exe V:\SVP\160630 C:\PROGRA~1\Autocad\bin\acad.exe 11/01/2016 016-0630 Log: Blue

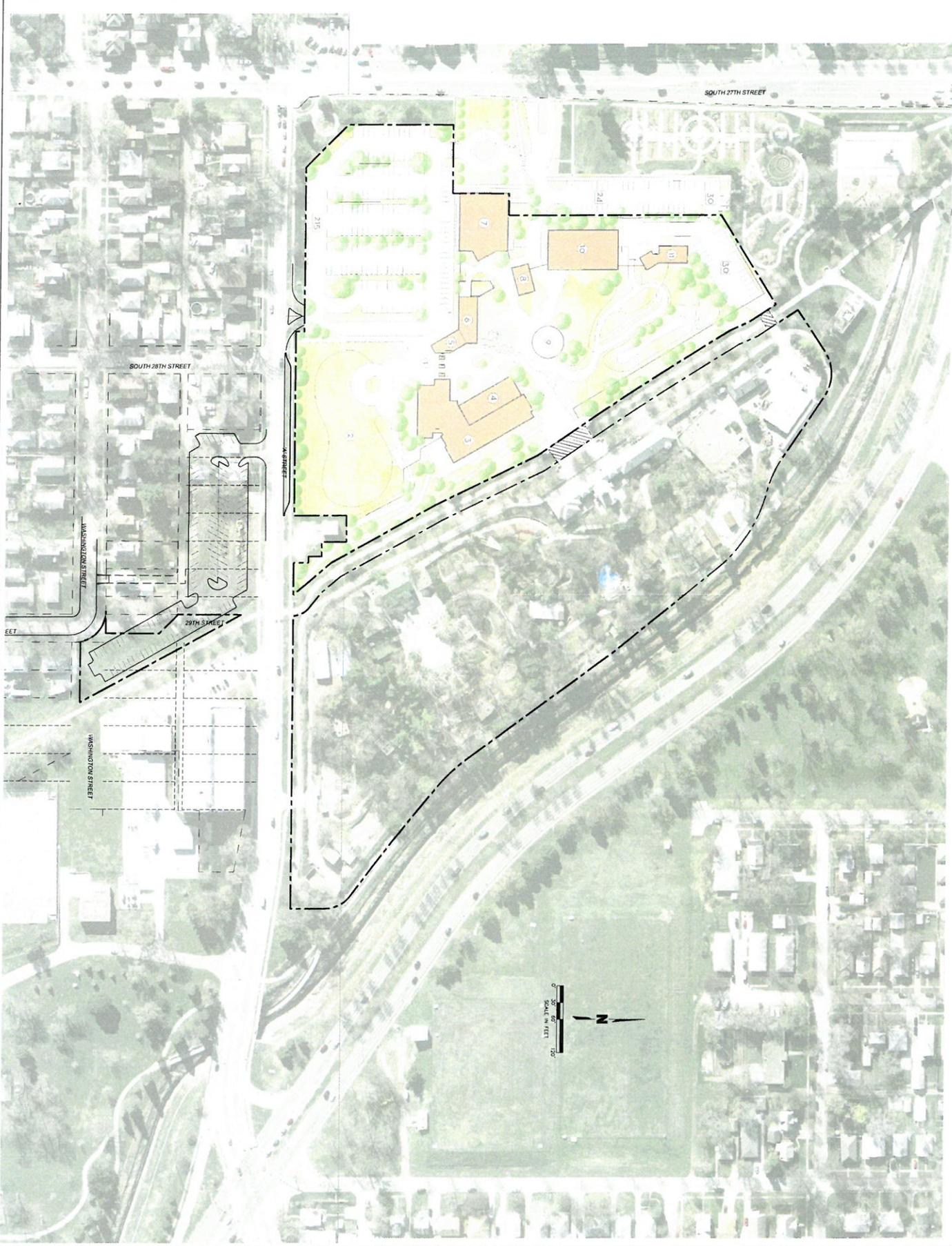


EXHIBIT B

LINCOLN CHILDREN'S ZOO  
 LEASE BOUNDARY EXHIBIT

REV NO.	DATE	REVISIONS DESCRIPTION

2016

**OLSSON ASSOCIATES**

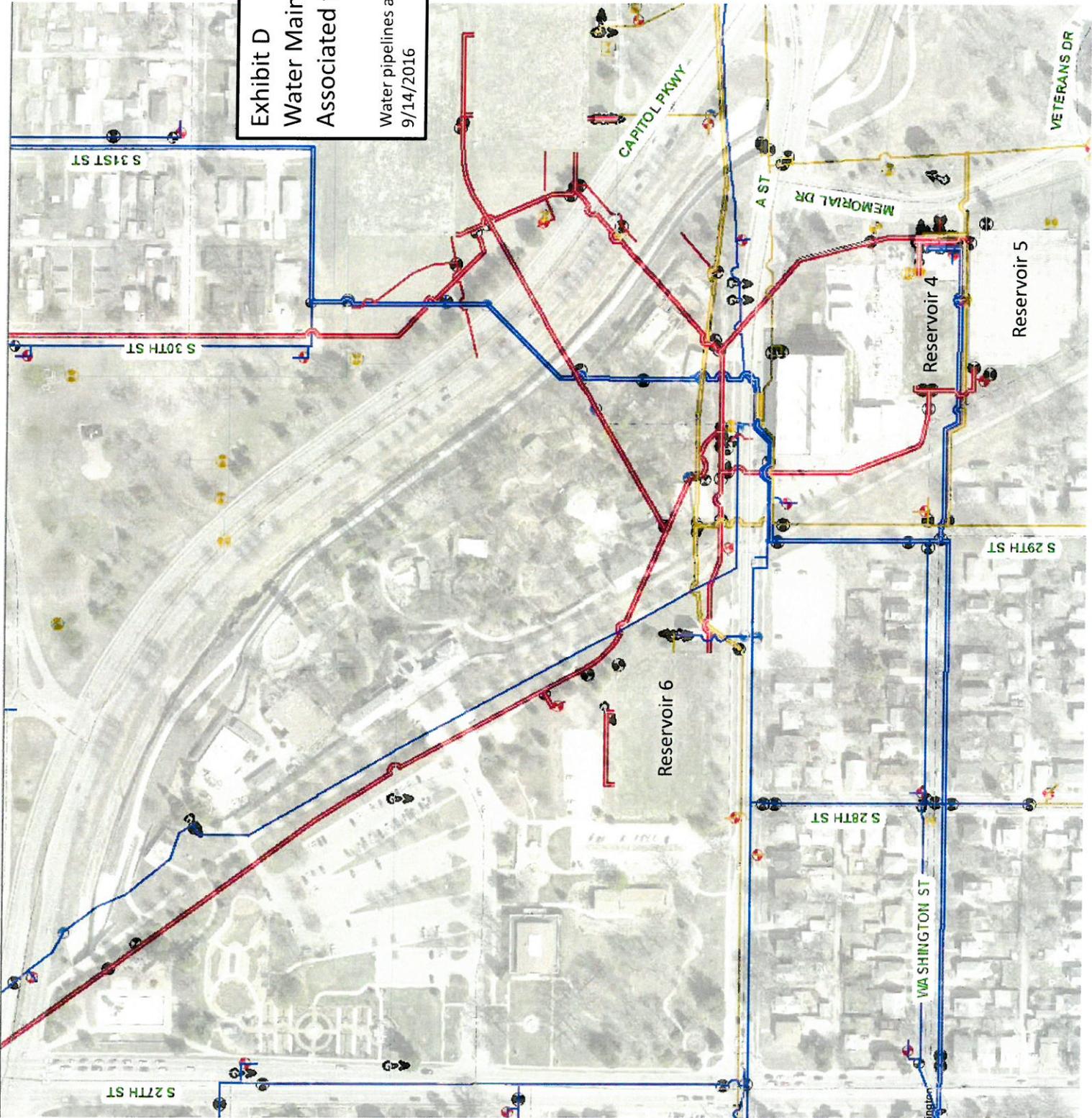
115 Parkway, Ste 400  
 P.O. Box 2002  
 Scottsdale, AZ 85263-1201

TEL: 480.608.2677  
 FAX: 480.608.2666  
 www.olssonaz.com



**Exhibit D**  
**Water Mains and Reservoirs**  
**Associated with LCZ Triangle**

Water pipelines and structures are approximate. No scale  
9/14/2016





**LINCOLN CHILDREN'S ZOO ("LCZ"),**  
A Nebraska nonprofit corporation

\_\_\_\_\_  
President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged by me this \_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, President of the Lincoln Children's Zoo on behalf of said organization.

(S E A L)

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