

OPERATING AGREEMENT
FOR LINCOLN CHILDREN'S ZOO

This Operating Agreement ("Operating 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 **LINCOLN CHILDREN'S ZOO ("LCZ")**, a nonprofit corporation.

WHEREAS, CITY owns a triangular piece of real property generally bounded by 27th 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, the nonprofit corporation LCZ has operated the Folsom Children's Zoo now known as the Lincoln Children's Zoo ("Zoo") on a portion of the Triangle since 1959;

WHEREAS, CITY enacted Chapter 12.36 of the Lincoln Municipal Code to govern LCZ's occupancy and use of the aforementioned CITY property by ordinance in 1961, which has been amended from time to time, but may not reflect the current practices for operation and maintenance between the parties, such that contemporaneous repeal of L.M.C. Chapter 12.36 and adoption and implementation of various agreements, including this Operating Agreement, would better serve the parties;

WHEREAS, CITY, Lancaster County School District #0001, a/k/a 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/Zoo School 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" 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 operation of the Zoo and the Zoo School for the benefit of the community on the existing portion and proposed new portion of the Triangle and to the south of

“A” Street, 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. Pursuant to a separate Construction and Ground Lease Agreement of even date herewith, as may be amended from time to time (“Lease Agreement”), 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 this Operating Agreement unless otherwise provided herein, which Lease Agreement shall serve as additional consideration for this Operating Agreement. CITY and LCZ acknowledge and agree that LCZ intends 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 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 Operating Agreement shall commence upon execution and shall continue for a period of fifty (50) years, the same time period as the Lease Agreement. The parties agree that termination of the Operating Agreement shall automatically result in termination of the Lease Agreement on the same effective date. CITY has the right to terminate this Operating 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 Operating Agreement. Upon termination of this Operating 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 Operating Agreement. The parties also agree to meet every ten (10) years to discuss any maintenance, nuisance, land use, or other issues that may arise and to mutually work to revise the Operating Agreement to reflect any changed conditions or currently adopted practices, which changes shall be subject to the Integration and Amendment section herein.

3. FEES, REVENUES, DONATIONS. LCZ shall have the right to charge admission fees to the Zoo and rentals for group use of the facilities and shall have the right to operate concessions therein for the sale of refreshments, curios, and other merchandise ordinarily available to visitors to zoos of similar character, subject to the issuance of any required permits. All admissions shall be charged in accordance with a schedule of fees to be adopted and approved as follows: LCZ shall submit to the Director of Parks and Recreation proposed fees for the Zoo which shall be reviewed by the Director and be approved in writing by the Mayor by Executive Order. Such fees shall be subject to revision at any time upon written request of LCZ to the Director and with the approval of the Mayor as herein provided. If no response is received by LCZ within thirty (30) days after notice of a fee approval, approval shall be deemed to have

been given. The parties agree that the Zoo shall be open to the public at competitive rates consistent with those charged at similar facilities in the region. A schedule of all fees shall be kept posted at all times in a conspicuous place at the Zoo. LCZ shall continue its donation of free admission and annual memberships to children and families who may not have the financial means to visit the Zoo or who have limited financial resources. This shall be accomplished either through its current Children at the Zoo ("CATZ") program or other similar programs. All revenues derived by LCZ or donations to LCZ of money, materials or exhibits shall be devoted by LCZ to the operation, improvement, maintenance, and equipping of the Zoo unless the parties otherwise agree.

4. MANNER OF OPERATION, MAINTENANCE AND REPAIRS. LCZ shall assume the responsibility and obligation to conduct, operate, and maintain the Zoo in a careful and efficient manner. LCZ shall be responsible for all operations of the Zoo year-round. LCZ shall place persons duly qualified to operate the Zoo in charge at all times it is open for public use. LCZ shall furnish its own labor, materials, supplies and assistance and pay all its own costs required in the operation of the Zoo, including any maintenance, repairs and utilities. CITY shall not be responsible for any maintenance, repairs, or expenses needed for daily operation of the Zoo. LCZ shall pay all expenses of every kind and nature whatsoever attributable to the Zoo and Premises including, but not limited to the following: all repairs to and maintenance of the Zoo, the Zoo School and all improvements and systems placed on the Premises by LCZ. LCZ shall, at its sole cost, except as herein otherwise specifically provided, keep, and maintain the entirety of the Zoo, and all improvements and facilities and railroad placed thereon, in good order and in a clean and safe condition. LCZ agrees not to make or suffer any waste or to make or suffer any unlawful improper or offensive use of the Premises, or any use thereof other than is herein specifically permitted.

5. 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 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 Agreement or may in the future be passed, enacted or directed. LCZ shall take appropriate action to ensure that users of the 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 Operating 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 is acceptable to CITY that accredits zoos through rigorous

standards, throughout the term of this Operating Agreement and failure to do so shall constitute a material breach of the Operating Agreement triggering the termination provisions herein.

6. 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.

7. RULES AND REGULATIONS. All rules and regulations proposed by LCZ pertaining to the occupancy and use of Zoo shall be submitted in writing to the Director of Parks and Recreation for its review and approval prior to adoption. The Director of Parks and Recreation shall then review the proposed rules and provide a written response to LCZ within thirty (30) days from the receipt of the rules. If no response is received by LCZ within thirty (30) days after its filing of the rules with the Director of Parks and Recreation, Director approval shall be deemed to have been given. If the Director does not approve the rules, the Director and LCZ shall meet and confer in an attempt to resolve their differences for a period not to exceed thirty (30) days after receipt of the written objections of the Director. If the Director and LCZ cannot agree on the rules within the 30-day meet and confer period, then the matter shall be submitted to the Mayor who shall determine which rules and regulations, if any, are approved.

8. JANITORIAL SERVICES, TRASH REMOVAL, SNOW REMOVAL, LANDSCAPE MAINTENANCE, AND PEST CONTROL. LCZ will be responsible for all routine cleaning and janitorial services at the Zoo; for arranging and for coordinating all trash removal services and grounds maintenance on the Premises; for contracting for and completing the snow removal on all parking areas designated on the Premises; and for obtaining all necessary pest control services. LCZ shall be responsible for taking any action necessary to provide for odor control of any hay or manure on the Premises. LCZ shall submit a written waste management and odor control plan to CITY for review and approval within sixty (60) days of substantial completion of the first phase of construction under the Lease Agreement. CITY and LCZ shall cooperate to deal with any legitimate complaints by the public regarding odor. Landscape screening shall be required around the Premises per the Lease Agreement, specifically surrounding the parking lot at the southwest corner of the Triangle at the northeast Corner of 27th and A Streets (“Area 2”) with a prescribed green space buffer along those streets. 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. CITY and LCZ shall maintain parking lots, fencing, landscaping, and areas adjacent to the Rock Island Trail as provided for in the separate Maintenance Plan to be adopted by the administrators of the parties.

9. SNOW REMOVAL, LANDSCAPE MAINTENANCE AND CAPITAL REPAIR AND REPLACEMENT OF IMPROVEMENTS TO DRIVES LOCATED OUTSIDE OF THE LEASE AREA. LCZ will be responsible for snow removal on the access drive from 27th Street and the access drive west of the Ager Building. CITY will be responsible for landscape maintenance of the plantings in the center of the access drive west of the Ager Building. LCZ will be responsible for one hundred percent (100%) of costs or repair and replacement of the access drive west of the Ager Building. LCZ and CITY will equally share the costs of repair and replacement of the access drive from 27th Street. The parties agree that there will be notice of routine repair and replacement projects one year in advance of the work occurring so that each party may budget for the expense.

10. UTILITIES. LCZ shall be responsible for obtaining and paying for all utilities including, but limited to, gas, electricity, water, sewer, telephone, garbage removal, cable, internet, and any and all other utilities required to operate the Zoo, including any connection charges associated therewith.

11. IRRIGATION WELL. CITY currently has an irrigation well on the Triangle that is used for the public gardens adjacent to the Premises. Due to water pressure and potential conflict of use issues, CITY shall have continued use of the well to the exclusion of LCZ. If LCZ desire to drill its own well, the parties shall cooperate on location, either on the Premises or on adjacent CITY property if mutually agreeable.

12. HOURS OF OPERATION. LCZ shall submit to the Director of Parks and Recreation proposed minimum hours of operation for the Zoo which shall be reviewed by the Director. Such hours of operation shall be subject to revision at any time upon written request of LCZ to the Director and with the approval of the Mayor as herein provided. If no response is received by LCZ within thirty days after notice of a change in hours of operation, approval shall be deemed to have been given.

13. TITLE TO EXHIBITS AND PREMISES. LCZ shall have title to all animals, exhibits and buildings acquired by LCZ by purchase or donation and may sell, lease, or exchange any excess or undesirable exhibits, and title to exhibits shall be received without review or approval by CITY. Monies derived from the sale or lease of exhibits shall be expended in the operation, maintenance, improvement, and equipping of the Zoo. Upon dissolution of LCZ, termination of this Operating Agreement, or if the Zoo shall cease operation, in the event the parties cannot mutually agree to an assignment of the operations and lease to another nonprofit organization, title to all property acquired by LCZ for use in the operation of the Zoo, including, but not limited to all structures, animals, exhibits, books, records, and equipment shall, subject to the Nebraska Nonprofit Corporation Act, remain vested in and shall revert to CITY, with the exception of certain personal property and corporate records of LCZ, and CITY shall have peaceful, exclusive possession thereof. In the event LCZ's accreditation with the Association of Zoos & Aquariums or another nationally recognized accrediting nonprofit organization is in jeopardy or is revoked, LCZ shall immediately provide notice to CITY and both shall meet to confer regarding any potential issues and immediate plans to resolve them to allow for ongoing operation of the Zoo.

14. CITY EVENTS. CITY will have use of the Zoo without charge for up to three (3) City Events per year. CITY shall coordinate and negotiate with LCZ for use of the Zoo for additional City Events each year as necessary. For purposes of this section, the term “City Events” shall be limited to those meetings or gatherings conducted by CITY and limited to private events, not open to the general public, for which CITY requests usage of the meeting spaces and the Premises. City Events shall further exclude fundraising events for third party entities or any political functions. The scheduling of City Events shall be scheduled upon mutual cooperation and agreement by the parties, with the understanding that LCZ intends to eventually operate on a year-round basis with regularly scheduled daily hours of operation.

15. ZOO SCHOOL. CITY, LPS, and LCZ entered into agreements for the creation and operation of the creation and operation of a Science Focus Program/Zoo School for students (“Zoo School”) on the Triangle, which has operated since 1997. LCZ may enter into any agreement or sublease with LPS to construct, operate, or maintain the Zoo School, including any financial payment or user fee from LPS for LCZ’s continuation of the Zoo School for LCZ’s sole benefit, subject to CITY’s review. LPS and LCZ shall have sole and exclusive charge and control of the manner and means of operating the Zoo School. LCZ shall also indemnify, defend, and hold harmless CITY from any activities or occurrences arising from the Zoo School consistent with the Indemnification section provided for herein. In the event of termination of the Lease Agreement and Operating Agreement, the agreement or sublease between LCZ and LPS shall terminate, and CITY shall not be liable for any early termination penalties or damages under said agreement or sublease. In the event of early termination of the agreement or sublease between LCZ and LPS, LCZ shall not be entitled to any pro rata return of any compensation or any damages under the Lease Agreement or Operating Agreement.

16. SIGNAGE. LCZ shall submit to CITY for its review and approval all permanent signage proposed to be erected, placed, or maintained by LCZ for the entrance of the Zoo or on the exterior of any building facing a major street. LCZ may (a) keep and maintain all approved signage and those signs already erected at the time of execution of this Operating Agreement throughout the term, and (b) replace any or all approved signs with new signs of similar content when such replacement is warranted in LCZ’s sole discretion, provided LCZ shall not erect, install, or replace any approved sign in violation of any applicable law, ordinance, rule or regulation of CITY or any other governmental agency. Any signs shall fully comply with Chapters 22 and 27 of the Lincoln Municipal Code relating to signs. LCZ and CITY shall cooperate for signage on shared parking lots, driveways, and any other facilities.

17. DONOR RECOGNITION. LCZ shall develop a written recognition or naming rights plan for LCZ’s expansion, which must be reviewed by CITY.

18. ENDOWMENT. This Lease Agreement is contingent upon LCZ or any affiliated fundraising nonprofit establishing an endowment for the Zoo’s expansion, future capital improvements, and ongoing maintenance and repairs. LCZ shall set aside and restrict the amount of Five Hundred Thousand Dollars (\$500,000.00) to fund a permanent Capital Repair and Replacement Endowment for management as the Lincoln Children’s Zoo Endowment Fund (“Endowment Fund”) to ensure capital repairs, replacements, and maintenance of the Zoo. LCZ

will provide the CITY evidence of receipt of One Hundred Thousand Dollars (\$100,000.00) per year over the five (5) year pledge redemption period directed to this Endowment Fund beginning on December 31, 2017. LCZ or its fiscal agent shall appropriately manage the Endowment Fund to make it available for future costs. The Endowment Fund shall be operated at all times in a manner which will make said fund tax-exempt and the donations to it deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations, as amended. LCZ will provide the terms of the Endowment Fund and a Fund Statement for CITY review. The Mayor of CITY shall approve the Fund Statement, including the purpose and criteria for use. LCZ agrees to only use the Endowment Fund according to stated purposes and restrictions in the Fund Statement.

19. 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 Operating 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 Operating 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 Operating Agreement remains in force.

20. INTANGIBLE RIGHTS. Without exception, LCZ shall obtain and pay for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to LCZ's operation of the Zoo. To the extent allowed by law, LCZ shall defend, indemnify, protect and hold harmless CITY, its officers, employees, and agents against any and all claims for infringement of any patent, copyright, trademark, or other intangible rights related to LCZ's operation or use of such intangible rights.

21. 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 Operating 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 Operating Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Operating Agreement.

22. INSURANCE.

A. LCZ shall maintain General Liability Insurance at its own expense during the life of this Operating 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 Operating 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 Operating 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. The following shall be provided and attached to this Operating Agreement by LCZ:

1. A Certificate of Insurance for its General Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance.

2. Proof of Workers' Compensation Insurance, where appropriate.

C. LCZ is required to provide CITY with thirty (30) days' notice of cancellation, non-renewal or any material reduction of insurance as required by this Operating Agreement.

D. LCZ and CITY shall meet and confer every ten (10) years from the effective date of this Lease Agreement to update the insurance limits provided above consistent with 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.

23. FINANCIAL RECORDS AND AUDIT. LCZ shall maintain accurate accounting records using generally accepted accounting practices and principles. LCZ shall establish internal financial control policies and practices which are in accordance with generally accepted standards. LCZ shall annually, on or before June 30th, file with the Finance Director and the Director of Parks and Recreation an audited financial statement of the operations of the Zoo which shall include statements of all receipts, expenditures, and cash on hand, together with a general report on the operation of the Zoo, including any needs for future capital expenditures identified by LCZ. 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 Operating 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 and the

right to audit and inspect the same, during the term of this Operating Agreement and for a period of one (1) year thereafter.

24. 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.

25. FAIR EMPLOYMENT; FAIR LABOR STANDARDS. LCZ shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and Neb. Rev. Stat. § 48-1122, as amended. LCZ shall maintain Fair Labor Standards in the performance of this Operating Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

26. 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.

27. DEFAULT AND WAIVER. In the event either party fails to comply with any of the 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 (provided further that any such default notices are also sent to LPS, as defined herein); 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 Operating 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 Operating 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 Operating 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 Operating Agreement to CITY or LCZ is intended to be exclusive of any other right or remedy hereof

provided by law. In the event the Operating Agreement expires or is terminated, LCZ shall peacefully surrender possession of the Premises in good condition and repair to CITY.

28. INTEGRATION AND AMENDMENT. This Operating Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded. No modification of this Operating 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 Operating Agreement or any of its terms on behalf of CITY, which changes may be made by Executive Order.

29. ASSIGNMENT, SUBLETTING, OR DELEGATION. This Operating 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 Operating 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.

30. 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.

31. SEVERABILITY. If any non-economic mutual term or provision of this Operating Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Operating 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 Operating Agreement shall be valid and enforced to the fullest extent permitted by law.

32. 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.

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

34. 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.

35. ENTIRE AGREEMENT. This Operating 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 Operating Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

36. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Operating 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. 10th 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. 27th Street, Lincoln, NE 68502 or at such other address as LCZ may hereafter furnish by written notice to CITY.

37. EXECUTION IN COUNTERPARTS. This Operating 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.

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

39. SUCCESSORS AND ASSIGNS. This Operating 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 Operating Agreement and to lawfully bind their respective parties to this Operating Agreement.

ATTEST:

CITY OF LINCOLN, NEBRASKA ("CITY"),
A Municipal Corporation

City Clerk

Chris Beutler, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__
by Chris Beutler, the Mayor of City of Lincoln, on behalf of CITY.

(S E A L)

Notary Public

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 LCZ.

(S E A L)

Notary Public

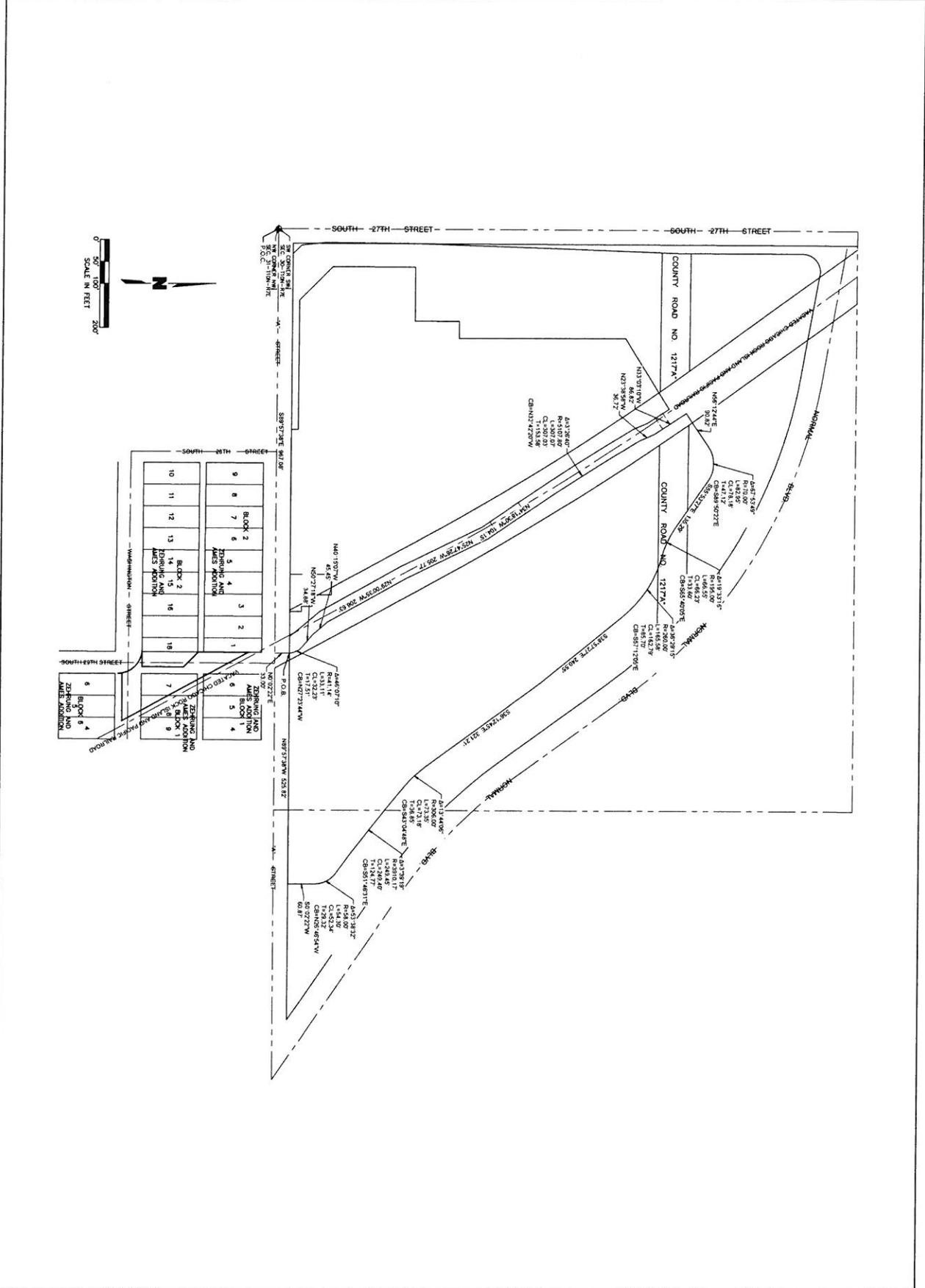


EXHIBIT A-1 LEASE PARCEL 1 EXHIBIT LINCOLN CHILDRENS ZOO LINCOLN, NEBRASKA	2016	REVISIONS
	2016	REVISIONS

OLSSON ASSOCIATES

801 P Street, Suite 200
 P.O. Box 54006
 Lincoln, NE 68506

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 FAX: 402.474.5180
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**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 6TH 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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**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 6TH P.M., ALL LOCATED IN SAID SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 7 EAST OF THE 6TH 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 6TH 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.

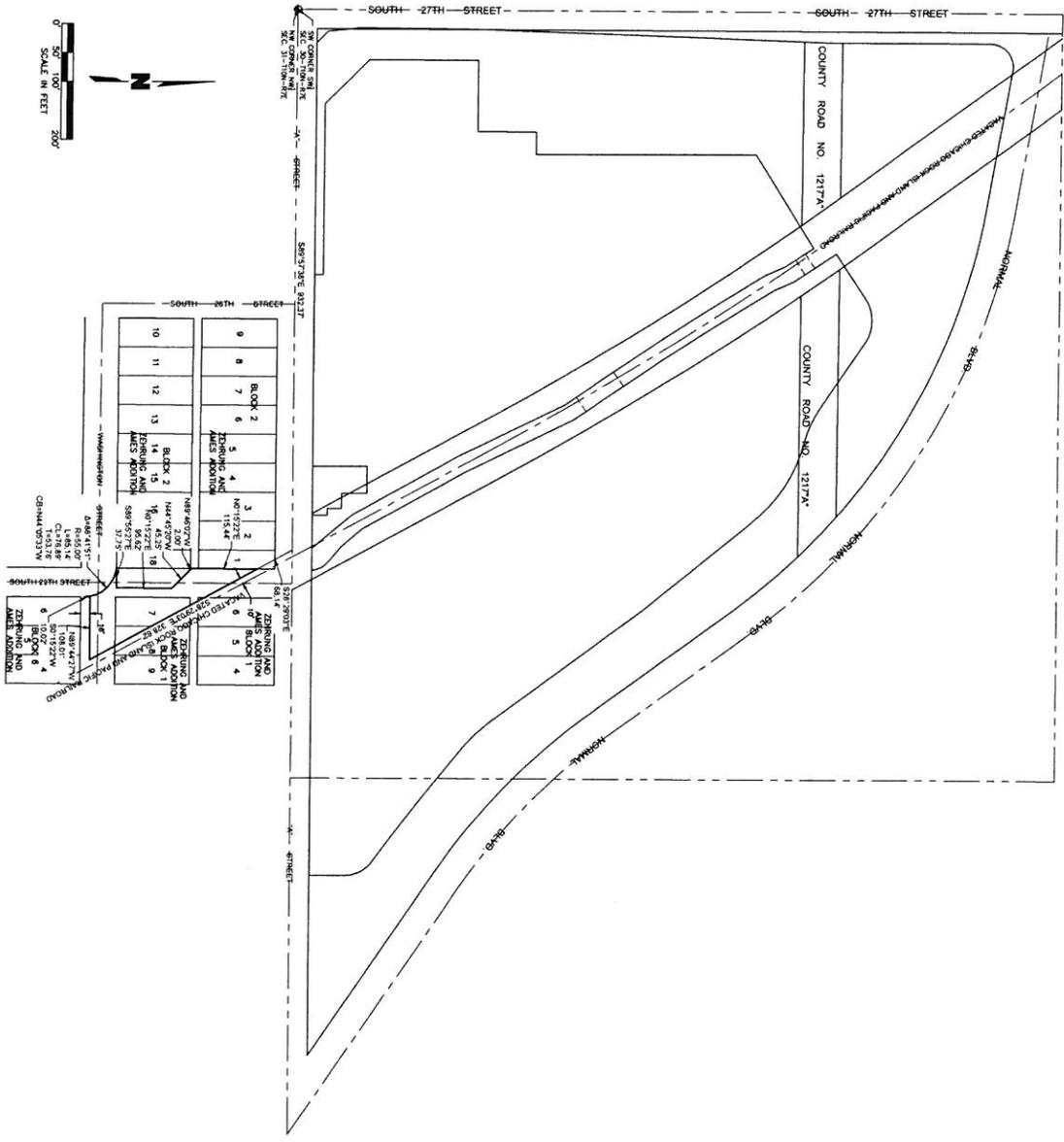


EXHIBIT A-3

LEASE PARCEL 3 EXHIBIT
 LINCOLN CHILDRENS ZOO
 LINCOLN, NEBRASKA

REV NO	DATE	REVISIONS DESCRIPTION

2016 REVISIONS

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 FAX: 402.474.5180
 www.molssonassociates.com

**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 29TH 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 6TH 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 6TH 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 29TH 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 29TH 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 29TH 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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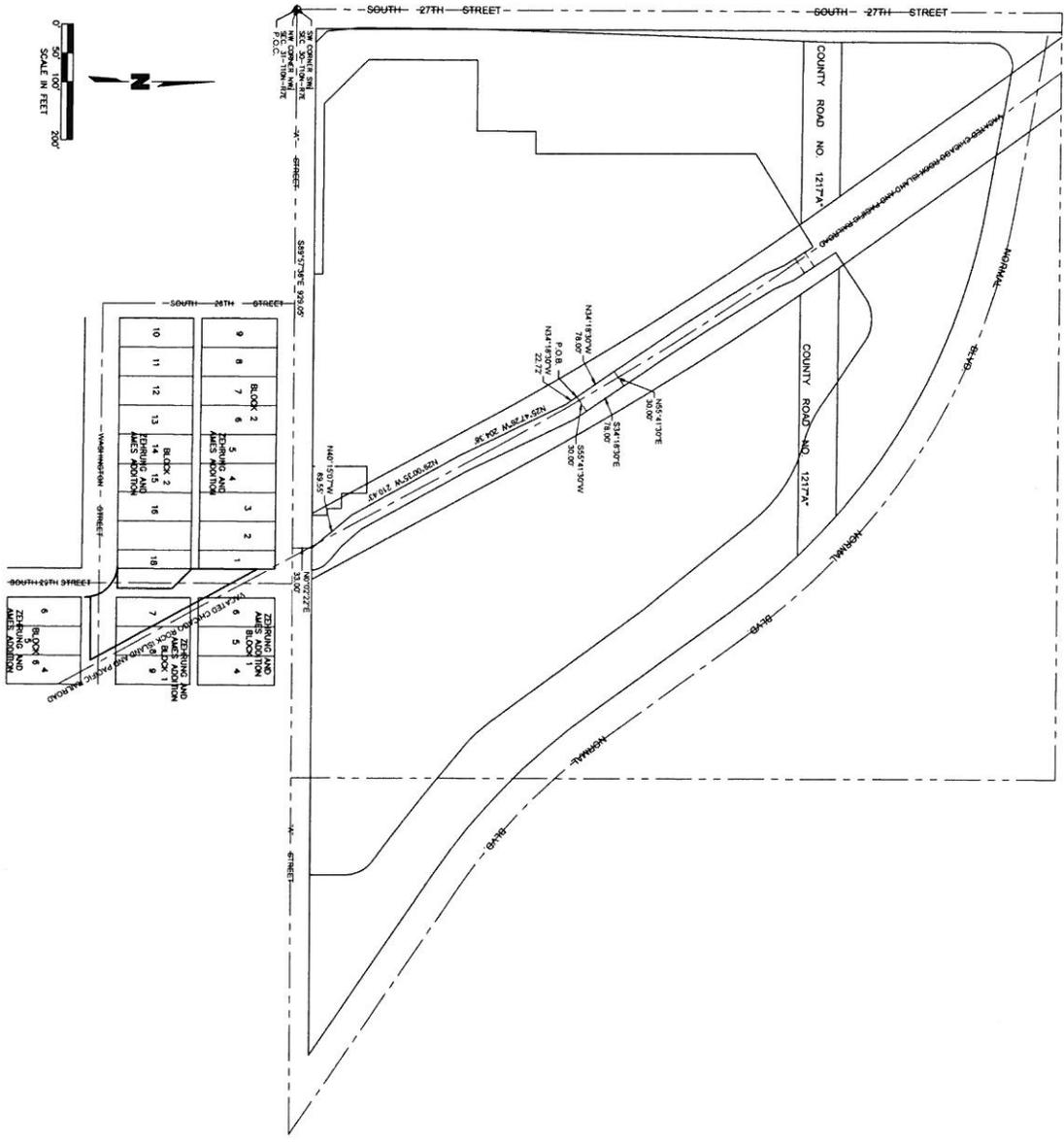


EXHIBIT A-4

ACCESS EASEMENT 1 EXHIBIT
 LINCOLN CHILDRENS ZOO
 LINCOLN, NEBRASKA

REV. NO.	DATE	REVISIONS DESCRIPTION

2016 REVISIONS

MOLSSON ASSOCIATES

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**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 6TH 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 6TH 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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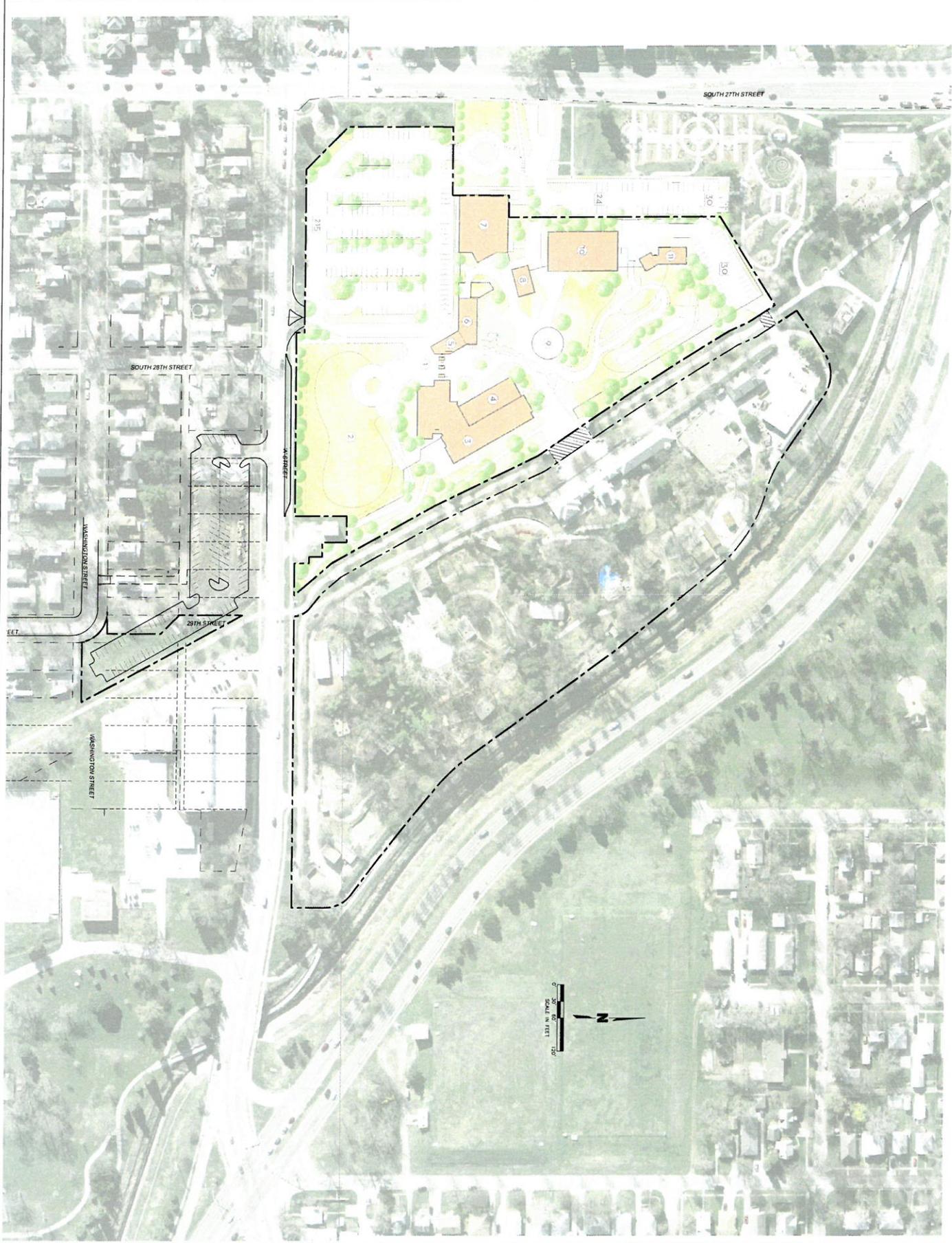


EXHIBIT B

DATE	BY	DESCRIPTION

LINCOLN CHILDREN'S ZOO
 LEASE BOUNDARY EXHIBIT

LINCOLN, NE

REV NO	DATE	REVISIONS DESCRIPTION

2016

REVISIONS

MOLSSON ASSOCIATES

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 Scarborough, ME 04075-0260

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