

Lincoln



Nebraska's Capital City

May 26, 2003

Mayor Seng and City Council
City of Lincoln
City County Building
Lincoln, NE

Mayor Seng and Members of the City Council:

An investigation has been made regarding the application of Lancaster's, 3800 Old Cheney requesting an addition to their current liquor license C08672.

The area requested is to the north of the current liquor license. This area will be an outside beer garden measuring approximately 19 x 23 foot.

For Council's information, the owners of the business remain the same, and background information on the owners is on file.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



Police Department
575 South 10th Street / Lincoln, Nebraska 68508 / Phone: 402-441-7204 / Fax: 402-441-8492 / Website: www.ci.lincoln.ne.us

A nationally accredited law enforcement agency



STATE OF NEBRASKA

Set date 6/2
PH: 6/16/03



Mike Johanns
Governor

NEBRASKA LIQUOR CONTROL COMMISSION

Forrest D. Chapman
Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TDD USER 800 833-7352 (TTY)

web address: <http://www.lol.org/home/NLCC/>

A3-056133

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FILED
MAY 22 2003
CITY OF LINCOLN
NEBRASKA

May 20, 2003

Lincoln City Clerk
555 So 10th, Suite 103
Lincoln NE 68508

RE: Kramer Enterprises, Inc. dba Lancaster's
3800 Old Cheney Rd, License #C-08672

Dear Clerk:

The above referenced licensee has requested an addition of beer garden approx. 19' x 23' to the North. Making license premise read: Irregular-shaped one story bldg approx 39' x 90', plus beer garden 19' x 23' to the North, Cheney Ridge Shopping Center.

Please present this request for addition to your council and send us the results of that action.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

Mary Messman

Mary Messman
Licensing Division

mm

cc: file

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

R.L. (Dick) Coyne
Commissioner

An Equal Opportunity/Affirmative Action Employer

RECEIVED

FOURTH LEASE AMENDMENT

OCT 11 2002

This Fourth Lease Amendment made as of this 5th day of September, NEBRASKA, 2002, and between The Lerner Lincoln Company, a Nebraska corporation ("Landlord") and Kramer Enterprises, Inc., a Nebraska corporation ("Tenant").

PRELIMINARY STATEMENT

COPY

On April 12, 1988, Landlord and Tenant entered into a Lease Agreement (the "Lease") covering the leased premises of Tenant in Cheney Ridge Shopping Center in Lincoln, Nebraska (the "Shopping Center"), which leased premises is comprised of approximately 3,400 square feet and is commonly known as 3800 Old Cheney Road, Lincoln, Nebraska 68506. The term of the Lease was scheduled to expire on December 31, 1994, was extended as permitted in the Lease by letter dated October 15, 1992 for an additional period of five (5) years expiring on December 31, 1999. Landlord and Tenant then entered into the First Lease Amendment dated October 15, 1999, extending the term of the Lease to and including December 31, 2000. Landlord and Tenant then entered into the Second Lease Amendment dated August 25, 2000 extending the term of the Lease to and including December 31, 2001. Landlord and Tenant then entered into the Third Lease Amendment dated October 5, 2001 extending the term of the Lease to and including December 31, 2002. Landlord and Tenant have expressed a mutual desire to extend the term of the Lease for an additional period of one (1) year upon the terms and conditions expressed in this Fourth Lease Amendment.

For purposes of evidencing their agreement, Landlord and Tenant have entered into this Fourth Lease Amendment.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which is repeated in its entirety in this portion of this Fourth Lease Amendment, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. The term of the Lease shall be extended for a period of one (1) year ("Fifth Extended Term") terminating at 11:59 p.m. on December 31, 2003.
2. The Minimum Rent payable during the Fourth Extended Term shall equal Forty Two Thousand Five Hundred and 00/100 Dollars (\$42,500.00) payable in advance in equal monthly installments of Three Thousand Five Hundred Forty-One and 67/100 Dollars (\$3,541.67)
3. In the event there is any inconsistency between the Lease, the First Lease Amendment, Second Lease Amendment, Third Lease Amendment, and this Fourth Lease Amendment, this Fourth Lease Amendment shall govern.
4. Except as modified herein, the terms and provisions of the Lease and the First, Second, and Third Lease Amendments are hereby ratified and affirmed in all respect.

THE LERNER LINCOLN COMPANY,
a Nebraska corporation

By: Salvadore Carta
Salvadore Carta, Vice President
LANDLORD

Kramer Enterprises, Inc.,
a Nebraska corporation

By: William B. Kramer

COPY

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MAY - 1 2003

NEBRASKA LIQUOR CONTROL COMMISSION

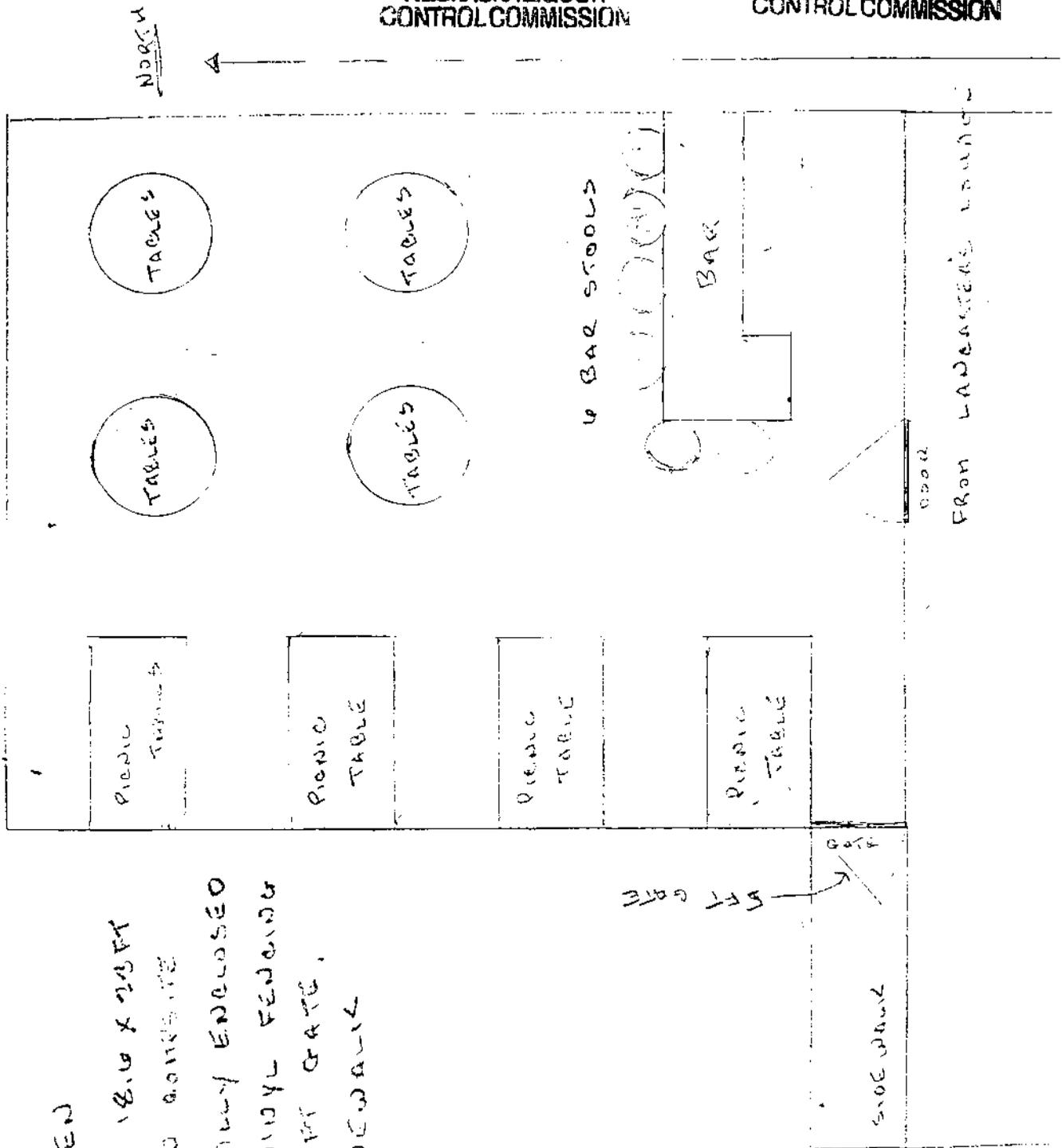
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APR 28 2003

NEBRASKA LIQUOR CONTROL COMMISSION

F. Files
Shared
Internet
Cap

16.6 X 23 FT



ADDITION:
 BEER GARDEN
 DIMENSIONS: 16.6 X 23 FT
 FLOOR: WOOD GARDENITE
 WALLS: TOTALLY ENCLOSED
 7 FT HIGH VINYL FENCING
 WITH ONE 5 FT GATE,
 EXTENT SIDEWALK