
**CITY OF LINCOLN
REDEVELOPMENT AGREEMENT
(Little Saigon Redevelopment Project)**

THIS REDEVELOPMENT AGREEMENT (Little Saigon Project) is entered into between the **CITY OF LINCOLN, NEBRASKA** (“City”), a municipal corporation in the State of Nebraska; and **HUNG T. NGUYEN and THUY NGUYEN**, husband and wife, (“Redeveloper”).

RECITALS

A. The City has undertaken a program for the redevelopment of blighted and substandard areas in the City of Lincoln, Nebraska. As part of that program the City has prepared and approved the North 27th Corridors and Environs Redevelopment Plan a copy of which, together with any and all amendments thereto (collectively “Redevelopment Plan”), is on file in the Office of the City Clerk of the City (“City Clerk”). The Redevelopment Plan has been adopted in compliance with the Nebraska Community Development Law codified at *Neb. Rev. Stat. §§18-2101 through 18-2144* (the “Act”).

B. Redeveloper is the owner of Lots 1-6, Block 8, Tresters Addition, and the vacated north-south alley abutting Lots 1-4, Block 8, Tresters Addition, Lincoln, Lancaster County, Nebraska (“Redeveloper Property”).

C. The City is the Owner of Lot 7, Block 8, Tresters Addition, Lincoln, Lancaster County, Nebraska (“City Property”).

D. The Redevelopment Plan calls for the City to support commercial redevelopment efforts on the Redeveloper Property and the City Property. The Redeveloper Property and the City Property are collectively referred to as the “Project Property.”

E. The Project Property and abutting public right-of-way as shown on Exhibit “A” attached hereto and incorporated herein by reference is hereinafter referred to as the “Project Site.”

F. *Neb. Rev. Stat. § 18-2107 (Reissue 2007)* authorizes the City to enter into contracts with redevelopers of property containing covenants and conditions regarding the use of such property as the City may deem necessary to prevent the recurrence of substandard and blighted conditions.

G. Redeveloper is willing to enter into this Agreement and through a minimum investment of Five Hundred Thousand and No/100ths Dollars (\$500,000.00) to redevelop the Project Property by constructing thereon a new building of approximately 8,400 square feet. The new building will include a restaurant and five bays of retail area. The foregoing improvements are hereinafter referred to as “Redeveloper Improvements.”

H. The Redeveloper desires to purchase and the City is willing to sell the City Property to accommodate the construction of the Redeveloper Improvements.

I. In order to help remove blight and substandard conditions and improve conditions in this economically underutilized area, the City is willing to enter into this agreement and to use tax increment financing in the amount of Ninety Thousand and No/100ths Dollars (\$90,000.00) to assist Redeveloper to carry out the improvements described below (collectively “Public Improvements”):

- Relocation of LES overhead lines;
- Construction of sidewalks;
- Construction of a “W” Street curb cut;

- Landscaping of public right-of-way
- Grading and site preparations;
- Structural fill (if necessary);
- Facade replacement on existing building (“Facade Improvements”).

J. The Redeveloper Improvements and Public Improvements are collectively known as the “Project Improvements.” The costs of the Project Improvements are collectively known as the “Project Costs” and are shown on the Sources and Uses of Funds in Exhibit “B”, which is attached hereto and incorporated herein by this reference.

K. The City is willing to support the above described redevelopment of the Project Property in accordance with the Redevelopment Plan; provided that, Redeveloper is willing to restrict the use of the Project Property to certain approved uses and is further willing to agree to covenants and conditions regarding compulsory maintenance and upkeep of the Redeveloper Improvements to prevent a recurrence of substandard and blighted conditions; and further provided that, Redeveloper is willing to restrict the use of the grants provided hereunder for the sole purpose of design, construction and implementation of the Public Improvements on behalf of the City and in the manner contractually described herein.

L. Pursuant to *Neb. Rev. Stat. § 18-2147*, et seq., the Redevelopment Plan contains a provision which provides for a public investment in the Redevelopment Project Area of approximately Ninety Thousand Dollars (\$90,000) from Community Improvement Financing generated from private development within the North 27th Street Redevelopment Area.

M. *Neb. Rev. Stat. §§ 18-2107 and 18-2150 (Reissue 2007)* authorize the City to provide grants to private parties in order to accomplish rehabilitation or redevelopment of the Project Property in accordance with the Redevelopment Plan.

N. The City and Redeveloper desire to enter into this Agreement to implement the Redevelopment Project for the above purposes and in accordance with the Redevelopment Plan.

O. The City and Redeveloper mutually agree that the redevelopment of the Project Property is in the vital and best interest of the City and is in furtherance of the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable laws and requirements under which the Redevelopment Plan has been undertaken.

NOW, THEREFORE, in consideration of the above recitals which are hereby made part of this Agreement and of the mutual covenants contained herein the parties do agree as follows:

1. Design Documents. The Redeveloper shall prepare or cause to be prepared, at Redeveloper's expense, final design plans for the Redeveloper Improvements (hereinafter "Design Documents"). The Design Documents shall be consistent with the visual representation attached hereto marked as Exhibit "C" which was submitted to and approved by the Urban Design Committee on August 2, 2009. The findings of the Urban Design Committee shall be forwarded to the Mayor who shall have final approval of the Design Documents. Any material changes in the Design Documents following initial approval by the Mayor will be submitted to the Mayor for his review and approval.

A. Redeveloper Improvements. The Redeveloper shall prepare or cause to be prepared, at Redeveloper's expense, final construction documents for the Redeveloper Improvements ("Construction Documents"). The Construction Documents shall be submitted to the Mayor or his designee for review and approval as being in conformance with the Design Documents. The Mayor or

his designee shall so approve or reject the Construction Documents for the Redeveloper Improvements within fourteen (14) days after receipt thereof.

2. Construction of Project Improvements.

A. Construction of Redeveloper Improvements. The Redeveloper, through a minimum investment of Five Hundred Thousand and No/100ths Dollars (\$500,000.00), shall at its own cost and expense purchase, design and construct the Redeveloper Improvements substantially in conformance with the Design Documents and the Construction Documents. Redeveloper agrees to use commercially reasonable efforts to substantially complete construction of the Redeveloper Improvements and to pay in a timely manner Redeveloper's contractor, or his or her subcontractors who performed labor or supplied materials in the prosecution of the Redeveloper Improvements. Promptly after completion of the Redeveloper Improvements and promptly after the Redeveloper provides the City with the proper documentation that Redeveloper's contractor or his or her subcontractors who performed labor or supplied materials in the prosecution of the Redeveloper Improvements have been properly paid in accordance with all the provisions of this Agreement, the City shall upon request by the Redeveloper furnish a Certificate of Completion, the form of which is shown on Exhibit "D" which is attached hereto and incorporated herein by this reference. Such certification by the City shall be a conclusive determination of satisfaction of the terms and covenants in this Agreement with respect to the obligations of Redeveloper to construct the Redeveloper Improvements. The Certificate of Completion shall be recorded by the City in the office of the Register of Deeds for Lancaster County, Nebraska. If the City shall refuse or fail to provide the certification in accordance with the provisions of this paragraph after being requested to do so by Redeveloper, the City shall, within fifteen (15) days after written request by Redeveloper, provide Redeveloper with a written statement indicating in what respect Redeveloper has failed to complete the Redeveloper Improvements subject to each such

certification in accordance with the provisions of this Agreement and what measures or acts will be necessary, in the opinion of the City, for Redeveloper to take or perform in order to obtain such certification. As used herein, the term “completion” shall mean substantial completion of the Redeveloper Improvements so that they may be reasonably used for their intended purposes.

B. Construction of Public Improvements. To the extent allowed by law and then only to the extent TIF Proceeds are lawfully available and allocated to the Redeveloper as described in Paragraph 10 below, the Redeveloper shall use the TIF Proceeds to construct the Public Improvements in accordance with City procedures. The City shall not have any obligations to fund the Public Improvements or make grants to the Redeveloper in excess of the available TIF Proceeds as described in Paragraph 10 below. Redeveloper may use its own funds to fund any Public Improvements costs that exceed the TIF Proceeds that are lawfully available and granted to the Redeveloper hereunder. Contracts for construction of the Public Improvements shall be bid in accordance with City procedures.

3. Cost Certification. The Redeveloper shall submit authentic documentation to the City on approved forms or format for payment from TIF Proceeds of any expenses related to construction of the Public Improvements. The Redeveloper shall timely submit receipts, invoices, or proof of payment concurrently with the request for payment of Public Improvement costs. The City shall approve or reject the same with reasons stated, based on the review within ten (10) days of receipt of the same; provided, however, the City shall generally approve request for payment made by Redeveloper that are consistent with this Agreement. Reimbursement by the City to the Redeveloper’s contractor shall be made within thirty (30) days after approval by the City.

4. Penal Bond. Pursuant to *Neb. Rev. Stat. § 18-2151*, Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the Public Improvements, a penal bond in an amount equal to the costs of said improvements with a corporate surety authorized to do

business in the State of Nebraska. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, or his or her subcontractors who performed labor or applied materials performed or used in the prosecution of the Public Improvements. Proof of such penal bond shall be supplied to the City prior to the start of construction of the Public Improvements. In addition, the City shall be supplied, upon written demand, with copies of all lien waivers of Redeveloper's contractor, or his or her subcontractors who performed labor or supplied materials in the prosecution of the Public Improvements, and shall be entitled to inspect at reasonable times all records of Redeveloper or its agents regarding such lien waiver procedures.

The City shall accept, in lieu of the penal bond described above, the payment and performance bond supplied by Redeveloper's general contractor in an amount equal to the cost of the Public Improvements to be made by Redeveloper and a lien waiver from the general contractor. In such event, proof of said payment and performance bond shall be provided to the City prior to the start of construction of the Public Improvements.

5. Indemnification. Redeveloper agrees to indemnify and hold City harmless to the extent of any payments in connection with carrying out construction of the Redeveloper Improvements and the Public Improvements the City may be required to make for failure of Redeveloper or its contractor to make payments of all amounts lawfully due to all persons supplying or furnishing Redeveloper's contractor or his or her subcontractors who performed labor or applied materials performed or used in construction of the Redeveloper Improvements and the Public Improvements.

6. Duty to Maintain. Redeveloper shall, following construction, operate the Redeveloper Improvements and Facade Improvements in a safe and sanitary manner and shall take all action necessary to maintain the same in good order and condition and state of repair, including all interior and

exterior portions of all buildings and the routine preventive maintenance of the two buildings and their service facilities such as the wiring, plumbing, heating and air conditioning systems, interior insect treatment, and all glass including plate glass, exterior doors and automatic doors.

7. Use Restrictions. Redeveloper agrees that during the Tax Increment Period no portion of the Redeveloper Property shall be used for any of the following uses:

a. Any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such use that has an unreasonable pattern of unlawful disturbances or tobacco law violations;

b. A sexually oriented business including live entertainment establishments as defined in Section 27.03.545 of the Lincoln Municipal Code and any other business engaged in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; exotic lingerie; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service. The foregoing exclusion shall not include pay for view video/audio services, internet and other forms of telecommunication/communication systems offered or available to Lincoln residents.

c. Any business involving gambling or wagering even if otherwise permitted by law including slot machines, video lottery machines, casino games, or off-site pari-mutual wagering sites, but excluding keno, bingo, and the retail sale of lottery tickets as permitted by applicable law.

d. Any business involving the sale or display of weapons, illegal activities, or sale of any illegal goods or products.

e. Off-premises signs as defined in Section 27.69.020 of the Lincoln Municipal Code.

f. Any business whose predominant operation is the use, storage or processing of hazardous or potentially hazardous materials as defined under applicable law, including any salvage or recycling operation, vehicle body repair, paint refinishing, or parts and equipment cleaning business, provided nothing herein shall be construed to prohibit Redeveloper's use of the Redeveloper Property for the truck service center including a wash area and service bays, gas station or gas station/convenience store.

g. Any cell tower or off-premises sign.

8. Construction Administration. Redeveloper shall be responsible for all components of the Redeveloper Improvements and Public Improvements, including construction management, coordination of contractors and regulatory permitting and other requirements. The Redeveloper will be solely responsible for payment of all construction cost attributable to the Redeveloper Improvements regardless of any expectation for reimbursement hereunder. Subject to Paragraph 2B. above, the Redeveloper will be solely responsible for payment of all construction cost attributable to the Public Improvements.

9. Timing of Construction. Redeveloper will use commercially reasonable efforts to complete the Redeveloper Improvements within eighteen (18) months following acquisition of the City Property.

10. Allocation of TIF Proceeds. In order to support redevelopment of the Project Property and as an inducement for the Redeveloper to construct the Redeveloper Improvements and Public

Improvements, the City agrees, to the extent allowed by law, to allocate Ninety Thousand and No/100ths Dollars (\$90,000.00) of TIF Funds that are currently available from the Community Improvement Financing, generated from private development within the North 27th Street Redevelopment Area (“TIF Proceeds”) to be used to help pay for the Public Improvements constructed by Redeveloper.

11. Use of TIF Proceeds. The TIF Proceeds shall be deposited by the City into a fund account ("Project Account") to be expended on the Public Improvements. In the event there is not enough available TIF Proceeds to complete the Public Improvements listed above, the City Urban Development Director and the Redeveloper may agree to minor redistributions of the TIF Proceeds or minor modifications or reductions in the scope, scale, size or phasing of the Public Improvements to enable the available TIF Proceeds to fund the modified or reduced Public Improvements. No substantial change in the allocation of TIF Proceeds between designated priorities or in the scope, scale, sizing, or phasing of the Public Improvements shall be made without the approval of the Mayor. The Mayor is hereby authorized to amend or modify the order of priority and the amount of the TIF Proceeds for the Priority Items as set forth above.

12. Valuation of Property Within the Redevelopment Project Area. Redeveloper agrees not to contest any taxable valuation assessed for the Redeveloper Property and improvements thereon which does not exceed a total of Five Hundred Thousand and No/100ths Dollars (\$500,000.00) commencing tax year 2011 and continuing for a period of not to exceed fifteen (15) years after the effective date hereof.

13. Reimbursement of Funds. Redeveloper agrees to repay the City the entire amount of the funds provided for in Paragraph 10 above in the event Redeveloper fails to substantially complete

the Redeveloper Improvements and Public Improvements as provided in Paragraph 9 and, upon such repayment, this Agreement shall be null and void in regards to the Redeveloper and the Project Property.

In the event the Redeveloper fails to maintain the Redeveloper Improvements as provided in Paragraph 6 above, then the Redeveloper shall reimburse the City the proportionate share (1/15) of the Redeveloper's Percentage of the grant funds provided for in Paragraph 10 above for year the Redeveloper fails to maintain the Redeveloper Improvements.

14. Sale of City Property. City, in consideration of Twenty-six Thousand and No/100ths Dollars (\$26,000.00) ("Purchase Price"), agrees to sell and convey to Redeveloper by warranty deed the City Property; said conveyance to be subject to terms, conditions, covenants, easements and restrictions described in this Agreement.

A. Inspections. Redeveloper may make such investigations, inspections, and reviews of the City Property to determine that the City Property is satisfactory for Redeveloper's intended Project, including environmental site assessments, engineering studies, soil tests, soil borings, and similar tests. Redeveloper shall be responsible for obtaining such audits, inspections, tests, or borings. In addition, Redeveloper shall be responsible for satisfying itself with the location of all required utilities. In the event that Redeveloper in its sole discretion is not satisfied with the results of any of its investigations with respect to the City Property, Redeveloper may terminate this Agreement, at which time it shall become null and void.

B. Title Insurance. Redeveloper shall obtain a title insurance commitment for an ALTA owner's title insurance policy issued by a title company authorized to do business in the State of Nebraska (the "Title Company") in an amount equal to the stated value of the City Property. The title insurance commitment shall propose to insure Redeveloper for such value. Redeveloper shall take title to the City Property subject to those permitted exceptions, which shall include covenants, conditions,

and restrictions of record which shall be approved by Redeveloper if they do not interfere with Redeveloper's intended use of the City Property; taxes not yet due and payable; public utility easements of record which do not interfere with Redeveloper's intended use of the City Property; exceptions pertaining to liens or encumbrances which may be removed by the payment of money and which the City is willing to remove at the time of closing; and easements and use restrictions to be granted under this Redevelopment Agreement and any other title exceptions shown on the Title Commitment which are not properly and timely objected to by the Redeveloper.

If the Title Commitment shall disclose exceptions to title other than the Permitted Exceptions noted above, including liens or encumbrances which may be removed by the payment of money and which the City is not willing to remove at Closing, or disclose matters that render title to the City Property unmarketable, Redeveloper shall notify City of same within thirty (30) days after receipt of the Title Commitment, and City shall have fifteen (15) days after written notice of such defect from Redeveloper to have the exceptions removed from the Title Commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or defects. In the event that City shall be unable or unwilling to correct such title defects, including its unwillingness to remove liens or encumbrances which may be removed by the payment of money, within the fifteen (15) day period, Redeveloper shall have the option, by written notice delivered to City after expiration of the fifteen (15) day period, to either terminate this Agreement or take title to the City Property subject to such exceptions or defects. In the event Redeveloper provides timely notice to terminate this Agreement, the Agreement shall be deemed terminated, and the parties shall have no further obligation to one another. In the event Redeveloper elects to take title to such exceptions or defects, said exceptions or defects shall be deemed to be Permitted Exceptions.

Redeveloper shall be responsible for the cost of the owner's title insurance policy.

C. Deed. At closing, the City shall cause fee simple title to the City Property to be conveyed to Redeveloper by warranty deed subject to the Permitted Exceptions. To the extent that the transaction is not otherwise exempt from the documentary stamp tax assessed in the State of Nebraska, the City shall be responsible for such cost.

D. Closing. The conveyance of the City Property to Redeveloper shall be no later than forty-five days after final approval of this Agreement by the City Council. Prior to the date of Closing, the City shall grant the Redeveloper a conditional right of entry granting Redeveloper access to the City Property for the limited purpose of grading and site preparation of the Project Property. The terms and conditions of such right of entry shall be in accordance with the City's standard requirements including, but not limited to, the City's indemnification, hold harmless, and insurance requirements.

E. Closing Documents.

(1) Deliveries at Closing by the City. At Closing, the City shall deliver to Redeveloper and the Redeveloper will accept from the City the following: (i) a warranty deed conveying to Redeveloper fee simple title to the City Property subject to permitted exceptions; (ii) such affidavits, statements, and other documents as are reasonably required by the Title Company in order to issue the Title Policy in accordance with the Commitment.

(2) Documents to be delivered by Redeveloper. At Closing, the Redeveloper shall deliver to the City and the City will accept from the Redeveloper the following: (i) a duly executed and acknowledged easement in form and substance reasonably acceptable to the City granting a public access easement across the parking lot driving aisle as described in Section 15 below; (ii) a duly executed and acknowledged Declaration of Use Restrictions generally in the form of Exhibit "E" attached hereto.

15. Grant of Public Access Easement. At Closing, Redeveloper agrees without additional consideration to execute as easement, the form of which is attached hereto as Exhibit “F”, granting to the City, a public access easement across the Project Property to “W” Street generally as shown on the Proposed Site Plan, attached hereto as Exhibit “G”.

16. Restriction on Transfer. Redeveloper will not, for a period of fifteen (15) years after the effective date hereof or so long as the TIF Bond remains outstanding whichever period of time is shorter (tax increment period), convey the Project Property or any portion thereof to any entity which will result in such property being exempt from ad valorem taxes levied by the State of Nebraska or any of its subdivisions, unless said tax exempt purchaser agrees to make an equivalent annual in-lieu-of-tax payment to the City during the tax increment period.

17. Financing Creating Encumbrances Restricted.

A. Prior to completion of the Redeveloper Improvements, neither Redeveloper nor any successors in interest with respect to the Project Property shall engage in any financing or any other transaction creating any Mortgage upon the Project Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to any of such Project Property, except for the purposes of obtaining funds only to the extent necessary to design, construct, maintain, repair, replace and insure the Redeveloper Improvements. Redeveloper, or any successor in interest of Redeveloper, shall notify the City in advance of any financing secured by Mortgage that it proposes to enter into with respect to Project Property, and shall promptly notify the City of any Mortgage that has been created on or attached to Project Property whether by voluntary act of Redeveloper or otherwise. Notwithstanding the above, if any involuntary encumbrance or lien is made on or attached to any of the Project Property and which is contested by Redeveloper, then Redeveloper may defend against such encumbrance or lien, provided that a sufficient bond or security is posted with the City and

Redeveloper's lender to permit Redeveloper to avoid or prevent foreclosure of such encumbrance or lien. In addition, Redeveloper agrees that prior to completion of the Redeveloper Improvements, any loan proceeds secured by any interest in the Project Property shall be used solely for the payment of costs and expenses related to the development the Redeveloper Improvements. Redeveloper shall provide a copy of all draw requests and bank approvals related to the Redeveloper Improvements to the Director of Urban Development in a timely fashion.

B. In the event that any foreclosure of any Mortgage should occur prior to the furnishing of the Certificate of Completion or at any time when any casualty damage to the Redeveloper Improvements has occurred and has not been fully restored, any party who obtains title to any portion of the Project Property from or through Redeveloper or the holder of any Mortgage or any other purchaser at foreclosure sale shall be obligated to commence construction or reconstruction within three (3) months from the date of acquisition of title by said party and to complete construction or restoration within twenty-four (24) months from the date of such acquisition or, in lieu thereof, the holder of any Mortgage or any other purchaser at a foreclosure sale shall pay to the City the amount necessary to fully retire the TIF Indebtedness within three (3) months from the date of acquisition of title.

C. Notice of Default. Whenever the City shall deliver any notice or demand to Redeveloper with respect to any breach or default by Redeveloper of its obligations or covenants in this Agreement, the City shall at the same time forward a copy of such notice or demand to each Holder of any Mortgage at the last address of such Holder as shown in the records of the Register of Deeds of Lancaster County.

D. Option to Cure. If sixty (60) days after any notice or demand with respect to any breach or default, such breach or default remains uncured, each such Holder shall (and every Mortgage made prior to completion of the Redeveloper Improvements by Redeveloper or its successors in interest

shall so provide) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage debt and the lien of its Mortgage; provided, that if the breach or default is with respect to construction of the Redeveloper Improvements, nothing contained in this section or any other section of this Agreement shall be deemed to require Holder to cure the default.

E. Rights Applicable to Other Forms of Encumbrance (Deed of Trust). The rights and obligations of this Agreement relating to Mortgages of any portion of the Project Property shall apply to any other type of encumbrance on any of the Project Property, and any of the stated rights, obligations and remedies of any party relating to mortgage foreclosures shall be applicable to procedures under any deed of trust or similar method of encumbrance.

18. Damage or Destruction of the Redeveloper Improvements. During the construction period, Redeveloper agrees to keep the construction area, including completed operations insured against loss or damage by fire, and such other risks, casualties, and hazards as are customarily covered by builders' risk or extended coverage policies in an amount not less than the replacement value but allowing for reasonable coinsurance clauses and deductibles. In the event of any insured damage or destruction, Redeveloper agrees to restore the Redeveloper Improvements to their prior condition within twelve (12) months from the date of the damage or destruction, and shall diligently pursue the same to completion. In the event Redeveloper fails to restore the same for any reason, Redeveloper shall pay to the City the amount necessary to fully retire the TIF Indebtedness. During the Tax Increment Period, Redeveloper shall include by restrictive covenant an enforceable obligation on the Redeveloper or other owner or tenant in possession to maintain property insurance on an extended coverage all-risk basis in an amount not less than the replacement value, allowing for reasonable coinsurance clauses and deductibles and also subject to the Redeveloper or other owner or tenant's obligation to restore the

Redeveloper Improvements to their prior condition within twelve (12) months from the date of the damage or destruction, diligently pursuing the same to completion.

19. Condemnation. If during the Tax Increment Period, all or any portion of the Project Property is condemned by a condemning authority other than the City, and the condemning authority or its successor in interest would not be obligated to pay real estate taxes upon that portion condemned, the City shall be entitled to claim against the Condemner an interest in the property equal to the present value of the pro rata share of tax increment indebtedness outstanding as of the date of taking.

20. Representations. Redeveloper represents and agrees that its undertakings, pursuant to this Agreement, have been, are, and will be, for the purpose of redevelopment of the Project Property and not for speculation in land holding.

21. Restrictions on Assignments of Rights or Obligations. Redeveloper represents and agrees that prior to completion of the Redeveloper Improvements provided for above there shall be no sale or transfer of the Project Property and/or assignment of Redeveloper's rights or obligations under this Agreement to any party without the prior written approval of the City (which shall not be unreasonably withheld, conditioned, or delayed), other than mortgages and involuntary transfers by reason of death, insolvency, or incompetence. The City shall be entitled to require, as conditions to any required approval, that:

a. Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Redeveloper; and

b. Any proposed transferee, by instrument satisfactory to the City and in form recordable in the Office of the Register of Deeds, shall for itself and its successors and

assigns and for the benefit of the City, have expressly assumed all of the obligations of Redeveloper under this Agreement; and

c. There shall be submitted to the City for review, not less than ten (10) days prior to the proposed execution thereof, all instruments and other legal documents involved in the transfer or described in this Agreement; and if disapproved by the City, its disapproval and reasons therefore shall be indicated to Redeveloper in writing.

22. Representations and Warranties of Parties.

A. Redeveloper represents and warrants to City as follows:

- i. Authority Relative to Agreement. This Agreement has been duly executed and delivered by Redeveloper and constitutes a legal, valid and binding obligation of Redeveloper, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.
- ii. Effect of Agreement. The execution, delivery and performance of this Agreement by Redeveloper has been duly authorized by all necessary action by Redeveloper and except as provided in this Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to Redeveloper, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which Redeveloper is a party.

B. City represents and warrants to Redeveloper as follows:

- i. Authority Relative to Agreement. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the

enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

- ii. Effect of Agreement. The execution, delivery and performance of this Agreement by City have been duly authorized by all necessary action by the City and except as provided in this Agreement will not require the consent, waiver, approval, license or authorization of any person or public authority, and will not violate any provision of law applicable to the City, and will not violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind to which the City is a party.

23. Remedies. Except as otherwise provided in this Agreement, in the event of any default in performance of this Agreement by the City or Redeveloper, the party in default shall, upon written notice from the other, proceed immediately to cure or remedy such default within sixty (60) days after receipt of notice. However, if the default cannot, in the exercise of reasonable diligence, be cured within sixty (60) days, then the defaulting party shall commence efforts to cure and shall diligently continue to cure the default. If the default is not cured, the non-defaulting party may institute any proceedings which may be necessary to cure and remedy the default.

24. Waiver. The parties shall have the right to institute actions or proceedings as they may deem necessary to enforce this Agreement. Any delay in instituting any action or otherwise asserting rights under this Agreement shall not operate as a waiver of rights or limit rights in any way.

25. Delay in Performance For Causes Beyond Control of Party. The parties or their successors or assigns shall not be in default of their obligations for delay in performance due to causes beyond their reasonable control and without their fault, including but not limited to acts of God, acts of the public enemy, acts of the federal or state government or subdivisions thereof, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of labor or materials, or delays of contractors, or subcontractors due to such causes. The purpose and intent of this section is that in the

event of the occurrence of any such delay, the time for performance of the obligations of either party with respect to construction of improvements shall be extended for the period of delay. However, in order to obtain the benefit of the provisions of this section, the party seeking the benefit shall within twenty (20) days after the beginning of the delay of performance notify the other party in writing of the cause and the reasonably expected length of delay.

26. Agreement to Pay Taxes. Redeveloper agrees to pay all real property taxes levied upon the Project Property and Redeveloper Improvements prior to the time the taxes become delinquent. The contractual obligation by Redeveloper to pay such taxes prior to delinquency shall cease upon expiration of the Tax Increment Period, but the City in no way waives the statutory obligation of Redeveloper to continue to pay real estate taxes. This provision shall not be deemed a waiver of the right to protest or contest the valuation of the Project Property or Redeveloper Improvements for tax purposes.

27. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement shall be cumulative and the exercise by either party of any one or more remedies shall not preclude the exercise by it of any other remedies for any other default or breach by the other party. A waiver of any right of either party conferred by this Agreement shall be effective only if in writing and only to the extent specified in writing.

28. Conflicts of Interest: City Representatives Not Individually Liable. No official or employee of the City shall be personally liable to Redeveloper or any successors in interest due to any default or breach by the City under the terms of this Agreement.

29. Notices and Demands. A notice under this Agreement by a party to the other party shall be deemed delivered on the date it is postmarked, sent postage prepaid, certified or registered mail, or delivered personally to Redeveloper at 940 North 26th Street, Lincoln, NE 68503; and to the City at Mayor's Office, 555 South 10th Street, Lincoln, NE 68508, with a copy to City Attorney's Office, 555

South 10th Street, Lincoln, NE 68508, or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this section.

30. Access to Project Property. During construction of the Redeveloper Improvements, Redeveloper shall permit the representatives of the City to enter all areas of the Project Property at any and all reasonable times, as the City may deem necessary, for the purposes of inspection of work being performed in connection with the construction of the Redeveloper Improvements.

31. Provisions Run With the Land. This Agreement shall run with the Project Property and shall inure to and bind the parties and their successors in interest. This Redevelopment Agreement or a Notice or Memorandum hereof shall be recorded with the Register of Deeds of Lancaster County, Nebraska, against the Project Property at the City's expense.

32. Headings. Headings of the sections of this Agreement are inserted for convenience only and shall be disregarded in interpreting any of its provisions.

33. Severance and Governing Law. Invalidation of any provision of this Agreement by judgment or court order shall not affect any other provisions which shall remain in full force and effect. This Agreement shall be construed and governed by the laws of Nebraska.

34. Expiration of Agreement. Unless otherwise stated herein, this Agreement shall expire upon expiration of the Tax Increment Period for the North 27th Street Redevelopment Area. The City and Redeveloper agree to execute any release necessary to be filed of record to evidence such expiration or termination, unless otherwise stated herein.

35. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. The parties agree that any grant paid hereunder to the Redeveloper for the Public Improvements are for the benefit of the City and

the public and are granted pursuant to the contract provisions described herein and that such grant funds are not under the dominion and control of the Redeveloper and should not be construed as income to the Redeveloper under the Internal Revenue Code Section 61 (I.R.C. § 61).

36. Counterparts. This Agreement may be executed in one or more counterparts which, when assembled, shall constitute an executed original hereof.

37. Equal Employment Opportunity. Pursuant to requirements of Section 11.08.160 of the Lincoln Municipal Code and Neb. Rev. Stat. § 48-1122 (Reissue 2004), Redeveloper agrees that, during the performance of this Agreement, it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment because of race, religion, sex, color, national origin, ancestry, disability, age or marital status. Redeveloper further agrees to require that its contractor and subcontractors shall agree to conform to said requirements.

38. Audit and Review. Redeveloper shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law. The City shall cooperate and make available to the Redeveloper or its agent copies of all financial and performance related records and materials germane to the Project Account and the TIF Proceeds.

39. Evidence of Financial Ability of Redeveloper. The Redeveloper shall provide to the City on a confidential basis (subject to the City's obligation under Nebraska law to disclose public records which may not be withheld from the public) evidence of availability of the specific amount of finances necessary for purposes of carrying out the commitment of the Redeveloper in connection with the construction of the Redeveloper Improvements. Such information shall state the amount and source of liquid assets on hand or immediately available to the Redeveloper for use in the Project; and shall state the amount and source of debt financing which is available, or irrevocably committed, to the

Redeveloper for use in the construction of the Redeveloper Improvements. Such information shall be provided in a form satisfactory to the Finance Director of the City, and evidence of loan commitments shall include all the documents evidencing the loan commitment, and acceptance by the borrower, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, the acceptance, and the loan. Submittal of such financial information in a form satisfactory to the Finance Director of the City shall be a condition precedent to the requirement of the City to proceed with its obligations under this Agreement.

Executed by **City** this _____ day of _____, 2010.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

ATTEST:

City Clerk

By: _____
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

Notary Public

Executed by **Redeveloper** this ____ day of _____, 2010.

Hung T. Nguyen

Thuy Nguyen

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010,
by Hung T. Nguyen and Thuy Nguyen, husband and wife.

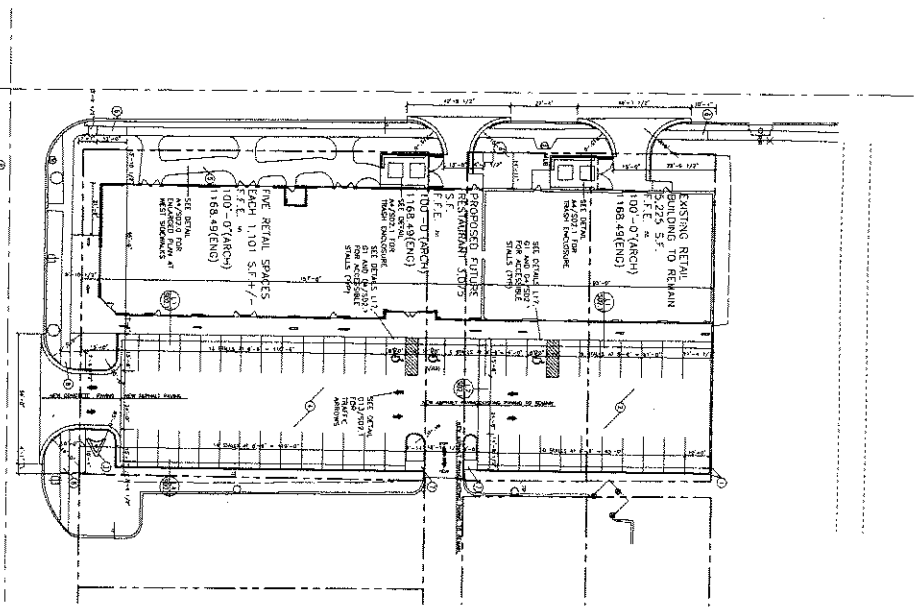
Notary Public

EXHIBIT "A"

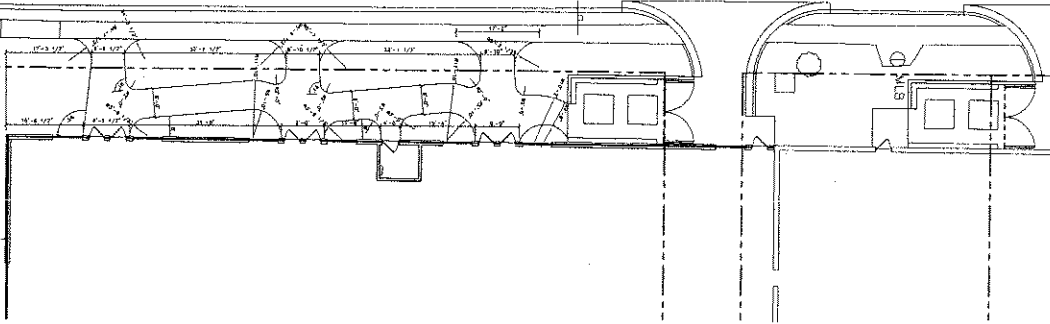
010 SITE LEGEND
SCALE: NONE

	LIMITS OF CONSTRUCTION
	PROPERTY LINE
	EASEMENT LINE
	EXISTING UTILITY AND SEWER
	NEW UTILITY AND SEWER
	EXISTING FENCE
	NEW FENCE
	TRAFFIC ISLANDS
	EXISTING BUILDING TO BE RETAINED
	EXISTING BUILDING TO BE DEMOLISHED
	PROPOSED NEW BUILDING
	EXISTING STRUCTURE
	CORNER POINT

A9 SITE PLAN
SCALE: 1/8" = 1'-0"



A4 ENLARGED PLAN AT WEST SIDEWALKS
SCALE: 1/4" = 1'-0"



A9 SITE PLAN
SCALE: 1/8" = 1'-0"

A16 PLAN SHEET NOTES
SCALE: NONE

J16 SITE PLAN KEY NOTES
SCALE: NONE

1. ALL NEW UTILITIES AND CONCRETE SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).

2. ALL CONCRETE SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC).

3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC).

4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).

5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL MECHANICAL ELECTRICAL AND PLUMBING CODE (IMC).

6. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ELECTRICAL CODE (IEC).

7. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FIRE AND ALARM CODE (IFAC).

8. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL SAFETY CODE (ISC).

9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CODE OF ENERGY EFFICIENCY (ICEE).

10. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CODE OF GREEN BUILDING (ICGB).

11. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CODE OF SUSTAINABLE BUILDING (ICSB).

12. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CODE OF RESILIENT BUILDING (ICRB).

13. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CODE OF ADAPTIVE BUILDING (ICAB).

14. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CODE OF ACCESSIBLE BUILDING (ICAB).

15. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL CODE OF UNIVERSAL DESIGN (ICUD).

DATE: 04/17/2019	REVISION:	NO.:	BY:
DESCRIPTION:			

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT NO. SD20
DRAWN BY: SD20
CHECKED BY: SD20
DATE: 04/17/2019

Little Saigon Addition
940 North 26th Street
Lincoln, Nebraska

SCHOENLEBER, SHRINER & HITTLE
Architecture and Construction Consulting Services
123 So. 4th, Suite A, Lincoln, Nebraska 68501
(402) 483-7895
E-MAIL: cs@ssh-cch.com

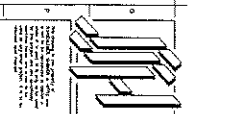


Exhibit "B"

SOURCES AND USES OF FUNDS

SOURCE OF FUNDS

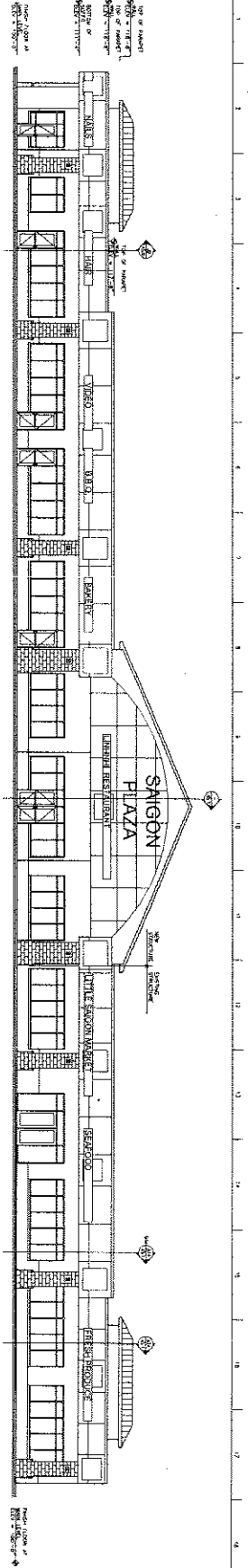
Redeveloper:	\$653,465.00
City of Lincoln, tax Increment Financing (TIF)	<u>\$90,000.00</u>
Total Sources of Funds	\$743,465.00

USE OF FUNDS

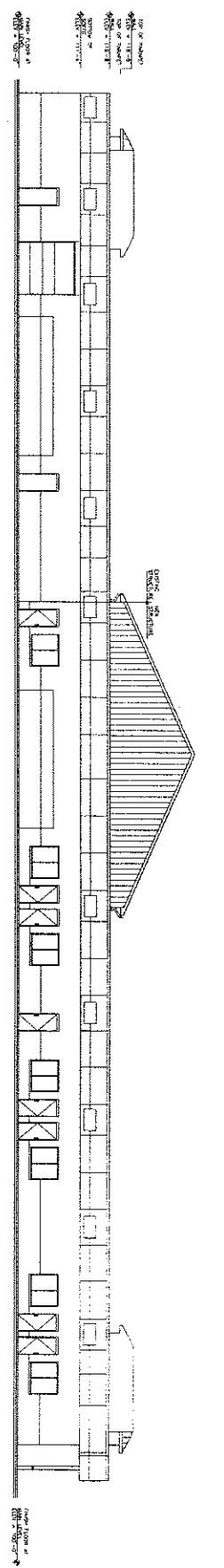
Redeveloper Costs	
Construction	\$627,465.00
Land Purchase	\$26,000.00
City of Lincoln TIF	
*Relocation of LES Service	\$25,000.00
*Curb Cuts (W St, 26 th St)	\$5,400.00
*Sidewalk Removal & Replacement	\$8,100.00
*Grading & Site Preparation	\$29,450.00
*Landscaping Public Way	\$4,555.00
*Facade Replacement and Design	<u>\$17,495.00</u>
Total TIF	\$90,000.00
Total Use of Funds	\$743,465.00

* Costs are estimates with a not-to-exceed total of TIF funding of \$90,000.00.

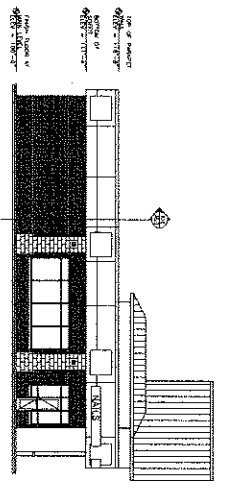
EXHIBIT "C"



N1 EAST ELEVATION
A4.0 SCALE 1/8"=1'-0"



J1 WEST ELEVATION
A4.0 SCALE 1/8"=1'-0"



K1 SOUTH ELEVATION
A4.0 SCALE 1/8"=1'-0"

PROJECT NO. 1002 REVISIONS BY DATE 04/27/2006

NO.	DESCRIPTION	DATE

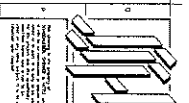
PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

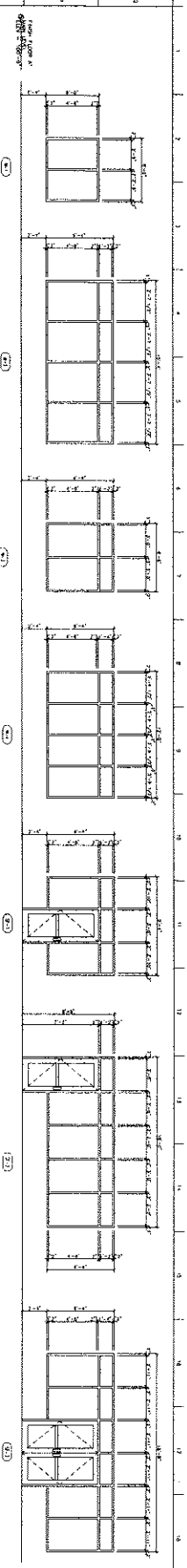
REVISIONS: SEE SHEET A4.0

DATE: 04/27/2006

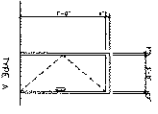
Little Saigon Addition
940 North 26th Street
Lincoln, Nebraska

SCHOENLEBER, SHRINER & HITTLE
Architecture and Construction Consulting Services
123 So. 84th, Suite X, Lincoln, Nebraska 68512
(402) 483-2883
FAX: (402) 483-9499 E-MAIL: csj@schsh.com





01 WINDOW AND STOREFRONT TYPES
A2.0 SCALE: 1/4"=1'-0"



11 DOOR TYPES
A2.0 SCALE: 1/4"=1'-0"

NO.	DESCRIPTION	UNIT	QTY	AMOUNT	DATE
1	DOOR TYPE A	EA	1	1.00	1/27/06
2	DOOR TYPE B	EA	1	1.00	1/27/06
3	DOOR TYPE C	EA	1	1.00	1/27/06
4	DOOR TYPE D	EA	1	1.00	1/27/06
5	DOOR TYPE E	EA	1	1.00	1/27/06
6	DOOR TYPE F	EA	1	1.00	1/27/06
7	DOOR TYPE G	EA	1	1.00	1/27/06
8	DOOR TYPE H	EA	1	1.00	1/27/06
9	DOOR TYPE I	EA	1	1.00	1/27/06
10	DOOR TYPE J	EA	1	1.00	1/27/06
11	DOOR TYPE K	EA	1	1.00	1/27/06
12	DOOR TYPE L	EA	1	1.00	1/27/06
13	DOOR TYPE M	EA	1	1.00	1/27/06
14	DOOR TYPE N	EA	1	1.00	1/27/06
15	DOOR TYPE O	EA	1	1.00	1/27/06
16	DOOR TYPE P	EA	1	1.00	1/27/06
17	DOOR TYPE Q	EA	1	1.00	1/27/06
18	DOOR TYPE R	EA	1	1.00	1/27/06
19	DOOR TYPE S	EA	1	1.00	1/27/06
20	DOOR TYPE T	EA	1	1.00	1/27/06
21	DOOR TYPE U	EA	1	1.00	1/27/06
22	DOOR TYPE V	EA	1	1.00	1/27/06
23	DOOR TYPE W	EA	1	1.00	1/27/06
24	DOOR TYPE X	EA	1	1.00	1/27/06
25	DOOR TYPE Y	EA	1	1.00	1/27/06
26	DOOR TYPE Z	EA	1	1.00	1/27/06

13 DOOR SCHEDULE
A2.0 SCALE: NONE

REVISIONS

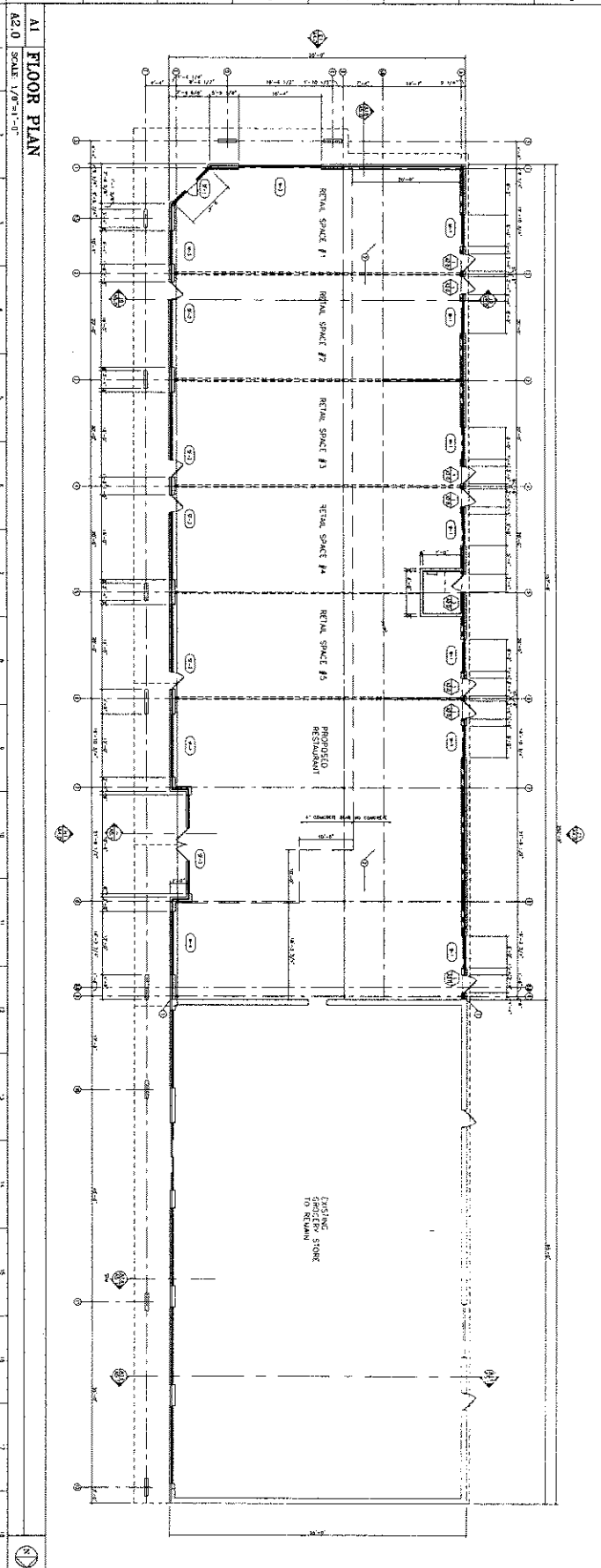
NO.	DATE	DESCRIPTION
1	1/27/06	ISSUED FOR PERMIT
2	1/27/06	ISSUED FOR CONSTRUCTION
3	1/27/06	ISSUED FOR RECORD

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE OF THE HIGHEST QUALITY AND SHALL BE APPROVED BY THE ARCHITECT.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

16 HARDWARE SCHEDULE
A2.0 SCALE: NONE

113 KEY NOTES
A2.0 SCALE: NONE

116 SHEET NOTES
A2.0 SCALE: NONE



A1 FLOOR PLAN
A2.0 SCALE: 1/8"=1'-0"

<p>PROJECT NO. 1022</p> <p>REVIEWED BY: _____ DATE: 04/27/2010</p> <p>DATE: _____</p>	<p>PRELIMINARY</p> <p>NOT FOR CONSTRUCTION</p>	<p>PROJECT NO. 1022</p> <p>REVIEWED BY: _____ DATE: 04/27/2010</p> <p>DATE: _____</p>	<p>Little Saigon Addition</p> <p>940 North 26th Street</p> <p>Lincoln, Nebraska</p>	<p>SCHOENLEBER, SHRINER & HITTLE</p> <p>Architecture and Construction Consulting Services</p> <p>123 So. 65th, Suite A Lincoln, Nebraska 68510</p> <p>(402) 483-2893</p> <p>FAX: (402) 483-6469 E-MAIL: cs@ssh2-arc.com</p>	

**CERTIFICATE OF COMPLETION OF
REDEVELOPER IMPROVEMENTS**

KNOW ALL PEOPLE BY THESE PRESENTS: That the City of Lincoln, Nebraska, a Nebraska municipal corporation, hereinafter called "City," hereby certifies that, with regard to the following real property situated in the City of Lincoln, Lancaster County, Nebraska, to wit:

Lots 1-7, Block 8, Tresters Addition, and the vacated north-south alley abutting Lots 1-4, Block 8, Tresters Addition, Lincoln, Lancaster County, Nebraska,

("Project Property") all the improvements required to be constructed upon the above-described Project Property have been satisfactorily completed in accordance with the requirements of the CITY OF LINCOLN REDEVELOPMENT AGREEMENT (Little Saigon Project) ("Agreement") by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation in the State of Nebraska ("City"), and **HUNG T. NGUYEN AND THUY NGUYEN**, husband and wife, ("Redeveloper"), said Agreement dated as of _____, 2010, and recorded as Instrument No. _____, in the office of the Register of Deeds for Lancaster County, Nebraska.

IN WITNESS WHEREOF, the City has executed this instrument this _____ day of _____, 2010.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

ATTEST:

City Clerk

By: _____
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.

Notary Public

DECLARATION OF USE RESTRICTIONS

This Declaration of Use Restrictions (this "Declaration") is made as of the ___ day of _____, 2010, by HUNG T. NGUYEN and THUY NGUYEN, husband and wife, ("Declarants").

RECITALS

WHEREAS, Declarants are the owners owner of the real property legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Declarants and the City of Lincoln, Nebraska entered into a Redevelopment Agreement dated _____, 2010 with respect to the Property (the "Redevelopment Agreement"); and

WHEREAS, Declarants desire to hereby establish certain restrictions upon the Property in accordance with the terms and conditions of the Redevelopment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarants hereby subject the Property to the following covenants, restrictions and agreements:

1. Use Restrictions. Declarants hereby covenant and agree that neither all or any portion of the Property shall be used, directly or indirectly, for the operation of 1) any outdoor off-premise advertising specifically including billboards, signboards and related structures and appurtenances, except temporary signs advertising such lot is for sale or lease by the owner thereof; 2) any business whose predominant operation is the retail sale of alcoholic beverages for off-premises consumption (predominant shall mean retail gross sales of alcoholic beverages in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or liquor law violations; 3) any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations; 4) any business operated or held out to the public as a sexually oriented business including any business in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; exotic lingerie; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service; or 5) any business involving gambling or wagering even if otherwise permitted by law including keno, bingo, slot machines, video lottery machines, casino games, or off-site pari-mutuel wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law.

2. Covenants Run With The Land. The covenants, restrictions and agreements in this Declaration shall run with the land and shall be binding upon Declarants and their successors and assigns.

IN WITNESS WHEREOF, Declarants have executed this Declaration on the day and year first written above.

DECLARANTS:

Hung T. Nguyen

Thuy Nguyen

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Hung T. Nguyen and Thuy Nguyen, husband and wife.

Notary Public

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT is entered into this ____ day of _____, 2009, by and between **HUNG T. NGUYEN and THUY NGUYEN**, husband and wife, hereinafter referred to as "Owners," and **THE CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter referred to as "City."

RECITALS

A. Owners are the owner of Lots 1-7, Block 8, Tresters Addition, Lincoln, Lancaster County, Nebraska.

B. City vacated the east-west alley abutting Lots 4-7, Block 8, Tresters Addition, from the east line of North 26th Street east approximately 125 feet between North 21st Street and North 27th Street, north of W Street, as vacated by Ordinance No. 19216 passed by the City Council of the City of Lincoln on March 2, 2009. City has further agreed to convey said vacated alley to Owners upon condition that Owners convey a public access easement across Lots 3, 4 and 7, Block 8, Tresters Addition, Lincoln, Lancaster County, Nebraska.

NOW, THEREFORE, in consideration of the mutual obligations of the parties hereto, each of them covenant and agree with each other as follows:

1. **Grant of Public Access Easement.** Owners hereby create, establish, grant and convey to City for its benefit and the benefit of the public a permanent public access easement for vehicular and pedestrian access over, through, and across a portion of Lots 3, 4 and 7, Block 8, Tresters Addition, subject to the following conditions:

A. The easement area for the pedestrian access easement shall be the driving aisle of the parking lot located upon Lots 3, 4 and 7, Block 8, Tresters Addition, Lincoln, Lancaster County, Nebraska, generally as shown on Exhibit A attached hereto and incorporated herein by this reference.

B. Owners shall have no right to enter or use the surface of the easement area of the public access easement for any purpose which would involve the construction thereon of permanent buildings or structures without the prior written authorization of the City.

C. Owners, at Owners' expense, shall be responsible for the operation, maintenance, repair, and replacement of the public access easement in a commercially reasonable fashion in accordance with City building and zoning codes. Owners further, at Owners' cost and expense, shall be responsible for snow removal.

D. The public access easement shall run with the land and shall be binding upon all persons having or acquiring any right, title or interest therein or any portion thereof and upon their respective successors and assigns in interest.

E. Owners covenant that they are the Owners of Lots 1-7, Block 8, Tresters Addition, and have legal right, title, and capacity to grant the public access easement contained herein, subject to easements and restrictions of record.

2. **Recordation of Agreement.** The City shall file this Public Access Easement Agreement for recordation in the office of the Register of Deeds for Lancaster County, Nebraska, filing fees therefor to be paid in advance by the Owner.

3. **Authorization.** The undersigned parties hereby warrant and represent to each other that all necessary action to duly approve the execution, delivery, and performance of this

Public Access Easement Agreement have been taken and this Agreement constitutes a valid and binding agreement of the parties enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have signed this Pedestrian Way Easement Agreement as of the day and year first above written.

HUNG T. NGUYEN

THUY NGUYEN

ATTEST:

**CITY OF LINCOLN, NEBRASKA,
a municipal corporation**

City Clerk

Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Hung T. Nguyen and Thuy Nguyen, husband and wife.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public