

A85326

09R-71

Introduce: 4-27-09

RESOLUTION NO. A- 85326

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the agreement entitled City of Lincoln Redevelopment Agreement (Shoemaker

3 Travel Plaza Redevelopment Project) which is attached hereto, marked as Attachment "A" and

4 made a part hereof by reference, between the City of Lincoln and Shoemaker's Truck Station, Inc.,

5 outlining certain conditions and understandings relating to the redevelopment of property generally

6 located at S.W. 48th Street and West O Street by the construction of two new commercial buildings

7 to include restaurants, retail and office space, shower and laundry facilities and a truck service

8 center, is approved.

9 BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Agreement

10 on behalf of the City.

11 ^{5/1} BE IT FURTHER RESOLVED that the City Clerk is directed to return one fully executed

12 copy of this Agreement to Rick Peo, Chief Assistant City Attorney, for distribution to the parties.

13 BE IT FURTHER RESOLVED that the City Clerk is directed to record the

14 Redevelopment Agreement or a summary memorandum thereof with the Register of Deeds, filing

15 fees to be paid by the redevelopers.

Introduced by:

Jonathan Cook

AYES: Camp, Cook, Emery,
Eschliman, Marvin, Spatz, Svoboda;
NAYS: None.

Approved as to Form and Legality:

John V. Hendry
City Attorney

Approved this 14 day of May, 2009:

[Signature]
Mayor

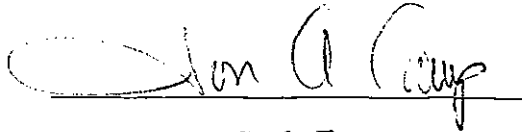
ADOPTED
MAY 04 2009
BY CITY COUNCIL

09R-71

MOTION TO AMEND NO. 1

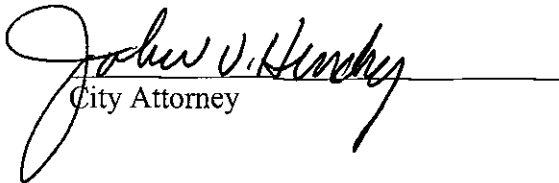
I hereby move to amend Bill No. 09R-71 to accept the substitute Exhibit "B" attached hereto as a replacement for Exhibit "B" attached to the City of Lincoln Redevelopment Agreement (Shoemaker Travel Plaza Redevelopment Project) in order to clarify that the existing southbound to westbound free right turn lane located at the intersection of NW 48th and West O Street will not be removed by the construction of the Street Improvements.

Introduced by:



AYES: Camp, Cook, Emery,
Eschliman, Marvin, Spatz, Svoboda;
NAYS: None.

Approved as to Form & Legality:



City Attorney

Requested by: DaNay Kalkowski, Attorney for the Redeveloper

Reason for Request: To clarify the existing southbound to westbound free right turn lane located at the intersection of NW 48th and West O Street will not be removed by the construction of the Street Improvements.

ADOPTED
MAY 04 2009
BY CITY COUNCIL

Substitute Exhibit 'B'

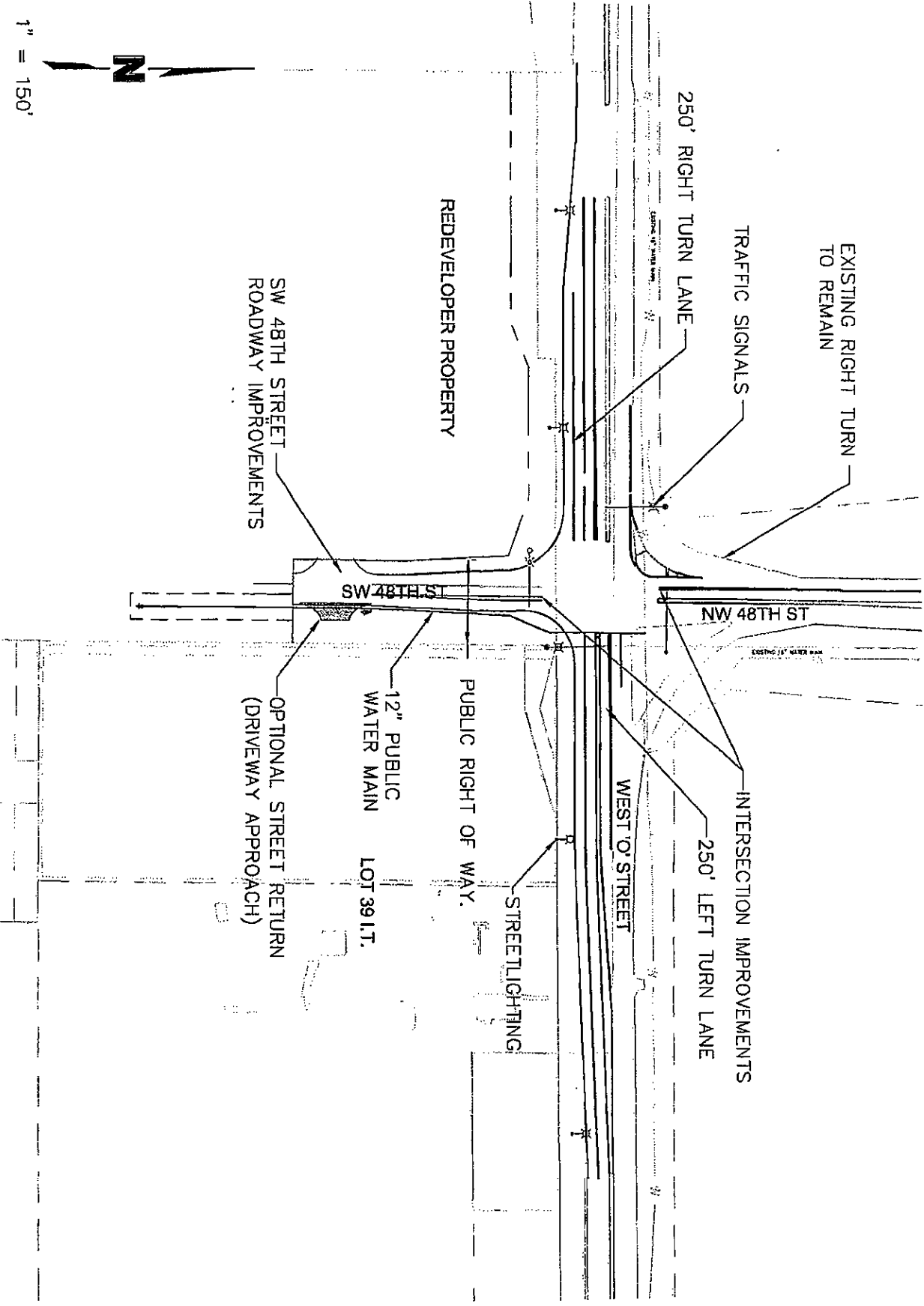
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 DATE: Apr 28, 2009 2:17pm XREFS: 81562_PBASE 81562_XBASE 81562_TRNS_PBASE 81562_P201006 81562_F

PROJECT NO: 008-1562
 DRAWN BY: BFB
 DATE: 04.28.09

STREET IMPROVEMENTS EXHIBIT
 SHOEMAKER RE-DEVELOPMENT AGREEMENT

OLSSON
 ASSOCIATES
 1111 Lincoln Mall, Suite 111
 P.O. Box 84808
 Lincoln, NE 68501-4808
 TEL 402.474.5311
 FAX 402.474.5160

EXHIBIT
B



09R-71

5/04/09 Council Proceedings:

CAMP Moved to amend Bill No. 09R-71 to accept the substitute Exhibit "B" attached hereto as a replacement for Exhibit "B" attached to the City of Lincoln Redevelopment Agreement (Shoemaker Travel Plaza Redevelopment Project) in order to clarify that the existing southbound to westbound free right turn lane located at the intersection of NW 48th and West O Street will not be removed by the construction of the Street Improvements.

Seconded by Cook & carried by the following vote: AYES: Camp, Cook, Emery Eschliman, Marvin, Spatz, Svoboda; NAYS: None.

**CITY OF LINCOLN
REDEVELOPMENT AGREEMENT
(Shoemaker Travel Plaza Redevelopment Project)**

THIS REDEVELOPMENT AGREEMENT (Shoemaker Travel Plaza Project) is entered into between the **CITY OF LINCOLN, NEBRASKA** ("City"), a municipal corporation in the State of Nebraska; and **SHOEMAKER'S TRUCK STATION, INC.**, a Nebraska corporation, ("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 West "O" 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 13 and 37, Irregular Tracts, located in the NW 1/4 of Section 30, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska ("Redeveloper Property").

C. The Redevelopment Plan calls for the City to support commercial redevelopment efforts on the Redeveloper Property.

D. The Redeveloper Property and abutting West “O” Street and SW 48th Street as shown on Exhibit “A” attached hereto and incorporated herein by reference is hereinafter referred to as the “Project Site.”

E. *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.

F. Redeveloper is willing to enter into this Agreement and through a minimum investment of Seven Million and No/100ths Dollars (\$7,000,000.00) to redevelop the Redeveloper Property by constructing two new buildings of 29,000 square feet and 10,000 square feet respectively. The 29,000 square foot main building will include a family-style restaurant, 6,000 square feet of retail area, offices, two quick-serve restaurants, and truck driver facilities, including showers, tv room, and a self-serve laundry. The second 10,000 square foot building will be a truck service center including a wash bay, two service bays, retail area, offices and waiting area. The foregoing two buildings and improvements therein are hereinafter collectively referred to as “Redeveloper Improvements.”

G. As an inducement for the City to enter into this Agreement, Redeveloper is willing to display in the main building the historical memorabilia celebrating automotive history currently displayed in Redeveloper’s existing business on the northwest corner of West “O” and NW 48th Streets. Redeveloper is further willing to purchase and display additional historical memorabilia celebrating automotive history through a minimum investment of not less than One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00).

H. 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 to assist Redeveloper to carry out the public improvements described below:

- Acquisition of third party right-of-way together with any necessary construction easements on property not owned by Redeveloper, including the cost of appraisals;
- Construction of left- and right-turn lanes in West “O” at SW 48th Streets;
- Traffic signal reconstruction;
- Modifications of NW 48th Street to accommodate the southbound through lane;
- Installation of street lights on the south side of “O’ Street;
- Paving of SW 48th Street and extension of water main in SW 48th Street from the south line of West “O” south a minimum of 200 feet, all as generally shown on Exhibit “B” (collectively “Street Improvements”); and
- Energy efficiencies to the Redeveloper Improvements meeting energy efficiency standards reasonably equivalent to LEED certification standards as determined by the Director of Urban Development based upon a review of the construction plans and visual inspection (“Energy Enhancements”). The Street Improvements and the Energy Enhancements are collectively “Public Improvements.” The City and Redeveloper agree that such assistance is deemed essential to the use of the Redevelopment Property for commercial use.

I. 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 “C”, which is attached hereto and incorporated herein by this reference.

J. The City is willing to support the above described redevelopment of the Project Site in accordance with the Redevelopment Plan; provided that, Redeveloper is willing to restrict the use of the Redeveloper 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.

K. Pursuant to *Neb. Rev. Stat.* § 18-2147, et seq., the Redevelopment Plan contains a provision which provides that any ad valorem tax levied upon real property in the Redevelopment Project Area for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date of such provision by the governing body as follows:

- That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such public body upon the Redevelopment Project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body; and
- That portion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principle of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon taxable real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

Said provision is hereinafter referred to as the “Ad Valorem Tax Provision.”

L. *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 Site in accordance with the Redevelopment Plan. In order to make a grant to the Redeveloper to construct the Public Improvements, the City intends to issue tax increment financing indebtedness (“TIF Bond”) to be repaid with the tax increment revenues generated under the Ad Valorem Tax Provision (“TIF Tax Revenues”).

M 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.

N. The City and Redeveloper mutually agree that the redevelopment of the Project Site 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 "D". The Design Documents shall be submitted to and reviewed by the Urban Design Committee. 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. Redeveloper shall submit such construction documents for the Redeveloper Improvements to the Mayor or his designee for review and approval. The Mayor or his designee shall so approve or reject the Construction Documents for the Redeveloper Improvements within fourteen (14) days after receipt thereof.

B. Street Improvements. The Redeveloper shall cause the Street Improvements to be designed in accordance with the requirements of the Nebraska Department of Roads (NDOR) and the City of Lincoln and submitted to the NDOR and Director of the Public Works and Utilities Department for review and approval pursuant to the City's executive order construction process.

2. Construction of Project Improvements.

A. Construction of Redeveloper Improvements. The Redeveloper, through a minimum investment of Seven Million and No/100ths Dollars (\$7,000,000.00), 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 "E" 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 granted to the Redeveloper as described in Paragraph 10 below, the Redeveloper shall use the TIF Proceeds to construct the Public Improvements through the

City's executive order construction process. 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 shall 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.

C. Right-of-Way and Easements. Redeveloper agrees to dedicate or convey to the City without consideration any right-of-way and/or construction easements needed for the Public Improvements as determined by the City. Redeveloper further agrees to dedicate or convey to the City without any additional consideration 66 feet of right-of-way and any needed easements for the extension of SW 48th Street to the south boundary of the Redeveloper Property, when requested by the City's Director of Public Works and Utilities.

D. Access to West "O" Street. Redeveloper agrees to relinquish access to West "O" Street, except at SW 48th Street.

E. Access Easement. Redeveloper agrees to dedicate or convey an access easement across Redeveloper's Property as generally shown on Exhibit "F" for the benefit of Lot 46, I.T., located in the North Half of Section 30, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, when requested by the City's Director of Public Works and Utilities.

F. City Assistance. The City agrees to acquire, by condemnation if necessary, any needed Third Party right-of-way and/or construction easement needed for the Street Improvements if Redeveloper is unable to secure such right-of-way or easement by voluntary negotiations.

3. Optional Street Return. The Redeveloper agrees to design and construct a street return (driveway approach) as shown on Exhibit "B" to connect the abutting property to the east (i.e., Lot 39, I.T., located in the North Half of Section 30, Township 10 North, Range 6 East of the 6th P.M., Lancaster

County, Nebraska) to SW 48th Street, provided that the owner of Lot 39, I.T., agrees to reimburse Redeveloper for said costs.

4. Cost Certification. The Redeveloper shall submit authentic documentation to the City on approved forms or format for payment 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 shall be made within thirty (30) days after approval by the City.

5. 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 Redeveloper 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.

6. 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.

7. Duty to Maintain. Redeveloper shall, following construction, operate the Redeveloper Improvements and Energy Enhancements 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.

8. 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, convenience food or gas station.

9. 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 and Paragraph 12 below, the Redeveloper will be solely responsible for payment of all construction cost attributable to the Public Improvements in the amount of the TIF Proceeds, less the City's cost to issue the TIF Bond and subject to reimbursement as provided in Paragraph 16 for the Public Improvements.

10. Timing of Construction. Redeveloper will use commercially reasonable efforts to complete the Redeveloper Improvements within twelve (12) months following City Council approval and the Mayor's execution of this Agreement.

11. Grant of Funds. In order to support redevelopment of the Project Site and as an inducement for the Redeveloper to construct the Redeveloper Improvements and Public Improvements, the City agrees, to the extent allowed by law and then only to the extent funds are lawfully available from the issuance of the TIF Bond ("TIF Proceeds") as shown in Exhibit "B", to make a grant or grants to Redeveloper in the total amount of the TIF Proceeds less the City's cost to issue the TIF Bond, subject to reimbursement as provided in Paragraph 16 below for the Public Improvements. Redeveloper shall submit authentic and satisfactory documentation to the City to verify the grant was expended on eligible Public Improvement Costs. Any ineligible use of the grant shall immediately be repaid to the City.

12. Issuance of TIF Bond.

A. Issuance. On or after the date of this Agreement, the City shall issue a TIF Bond in the total contracted amount of Nine Hundred Fifty Thousand and No/100ths Dollars (\$950,000.00) ("TIF Indebtedness") to be purchased by Redeveloper and/or Redeveloper's lender, and receive TIF Proceeds from the purchaser of the TIF Bond ("TIF Bond Purchaser") in said amount. The City and Redeveloper agree that the form of the TIF Bond and funding mechanism of the TIF Proceeds may be set up similar to a line of credit so that the TIF Bond Purchaser is required to pay the TIF Proceeds to the City on or before the date

the City needs funds in the Project Account in order to make a grant or grants from the Bond Proceeds to the Redeveloper as described herein. Subject to the terms of this Agreement, the City Finance Director on behalf of the City shall have the authority to determine the timing of issuing the TIF Indebtedness and all the other necessary details of the TIF Indebtedness.

B. Condition Precedent to Issuance of TIF Bond. Prior to the issuance of the TIF Bond, Redeveloper shall demonstrate to the satisfaction of the Director of Urban Development that the Redeveloper meets the City's "Outer Area" TIF Criteria requirement that: (1) out-of-county sales are greater than 50% of total sales; and (2) the median wage for new employees shall be equal to or greater than 105% of the average starting wage of Lancaster County. The requirement that out-of-county sales be greater than 50% of total sales must be demonstrated on an annual basis. To the extent out-of-county sales are 50% or less of total sales for a given year after issuance of the TIF Bond, the TIF Tax Revenues received for that given year to pay the TIF Bond Purchaser the principal and interest on the TIF Indebtedness shall be reduced by the Noncompliance Percentage (as defined below) and the Redeveloper shall be responsible for any Tax Increment Deficiency on the TIF Bond as provided for in Paragraph 15. The non-compliance percentage shall be two times the difference between the percentage of actual out-of-county sales and 51%.

13. Use of TIF Proceeds. The TIF Proceeds shall be deposited into a fund account ("Project Account") to be used for payment of the City's TIF Bond cost of issuance and the grant or grants of funds for the costs of the Public Improvements. TIF Proceeds shall be expended in the following priority:

FIRST PRIORITY: Reimburse the City for the cost of issuing the TIF Bond, including but not limited to bond counsel fees, fiscal advisory fees, placement fees, capitalized interest, and reserves.

SECOND PRIORITY: Payment of grant or grants in an amount not to exceed Eight Hundred Fifty Thousand and No/100ths Dollars (\$850,000.00) to reimburse Redeveloper for costs of the Street Improvements and payment of grant or grants in an amount not to exceed One Hundred Thousand

and No/100ths Dollars (\$100,000.00) to reimburse Redeveloper for the cost of Energy Enhancements to the Redeveloper Improvements. In the event there is not enough available TIF Proceeds to complete the Second Priority Street Improvements and/or Energy Enhancements as listed above, the Redeveloper shall use its own funds to fund such deficiency.

14. Valuation of Property Within the Redevelopment Project Area. The City intends to use the Ad Valorem Tax Provision to generate tax increment financing funds which shall be used to finance the issuance of the TIF Bond and to make the grant or grants to Redeveloper in accordance with this Redevelopment Agreement. The tax increment is to be derived from the increased valuation, determined in the manner provided for in Article 8, Section 12 of the Constitution of the State of Nebraska and the Act which will be attributable to the redevelopment contemplated under this Agreement. The TIF Tax Revenues which are to be used to pay debt service for on the TIF Indebtedness from the sale of the TIF Bond will be derived from the increased valuation from redeveloping the Redeveloper Property as provided in this Agreement. Redeveloper agrees not to contest any taxable valuation assessed for the Redeveloper Property and improvements thereon which does not exceed a total of Seven Million and No/100ths Dollars (\$7,000,000.00) commencing tax year 2011 and continuing for a period of not to exceed fifteen (15) years after the effective date hereof or so long as any portion of the TIF Indebtedness with respect to the Redevelopment Project remains outstanding and unpaid, whichever period of time is shorter.

15. Debt Service for TIF Indebtedness.

A. Payment. The City shall, to the extent allowed by law, and then only to the extent funds are lawfully available from TIF Tax Revenues, pay the TIF Bond Purchaser the principal of and/or interest on the TIF Indebtedness with interest at a rate not to exceed five and one-half percent (5.5 %) per annum. Any debt service on the TIF Indebtedness (including interest) to be paid from TIF Tax Revenues shall not constitute a general obligation or debt of the City. Only costs incurred after the effective date of

this Agreement shall be eligible for payment. The City shall not be liable nor be required to reimburse Redeveloper for any costs incurred by Redeveloper in the event this Agreement is not approved for any reason, including for reasons alleged to be the fault of the City.

B. Shortfall. Any shortfall in anticipated TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Project Site, shall be borne entirely by the Redeveloper without recourse of any kind against the City.

16. Tax Increment Deficiency on Redeveloper Purchased TIF Bond.

A. Redeveloper Purchased TIF Bond. If the Redeveloper purchases the TIF Bond, any shortfall in the TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Redeveloper Property, shall be borne entirely by the Redeveloper without recourse of any kind against the City. To the extent of any deficiency in TIF Tax Revenues from the Ad Valorem Tax Provision for required debt service on the TIF Indebtedness, the Redeveloper as purchaser of the TIF Bond agrees to defer payment of the same for each year that there exists a deficiency during the Tax Increment Period. If Redeveloper is required to defer any such payments, the City shall reimburse all sums deferred if and when TIF Tax Revenues do become available from the Ad Valorem Tax Provision to meet current debt service and reimburse Redeveloper for such deferred payments. In the event the TIF Indebtedness is not retired in full at the end of the Tax Increment Period, any remaining TIF Indebtedness shall be forgiven.

B. Lender Purchased TIF Bond. If Redeveloper's Lender purchases the TIF Bond, any shortfall in the TIF Tax Revenues from the Tax Increment Provision for any reason whatsoever, specifically including a decline in taxable valuation of the Redeveloper Property, shall be borne entirely by the Redeveloper and Redeveloper's Lender without recourse of any kind against the City. Notwithstanding the above, to the extent of any deficiency in TIF Tax Revenues from the Ad Valorem Tax Provision for required

debt service on the TIF Indebtedness, the Redeveloper agrees to pay the same upon written request of the City and shall pay the same for each year that there exists a deficiency in such TIF Tax Revenues. If Redeveloper is required to pay any such deficiency, the City shall reimburse all sums paid by said Redeveloper for such purposes if and when TIF Tax Revenues do become available from the Ad Valorem Provisions to meet current debt service and reimburse Redeveloper for such deficiency payments.

17. Reimbursement of Grants. Subject to Paragraph 24 below, Redeveloper agrees to repay the City the entire amount of the grant or grants of 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 Redeveloper Property.

Subject to Paragraph 24 below, 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.

Subject to Paragraph 24 below, in the event the Redeveloper fails to meet the Energy Efficiencies for the Redeveloper Improvements as provided in Paragraph 12 above, then the Redeveloper shall reimburse the City the following applicable proportionate share of the grant funds provided for in Paragraph 10 above for the Energy Efficiencies:

- If noncompliant at the end of Year 1, reimburse 20% of the TIF Proceeds devoted to energy efficiencies divided by 15.
- If still noncompliant at the end of Year 2, reimburse 40% of the TIF Proceeds devoted to energy efficiencies divided by 15.
- If still noncompliant at the end of Year 3, reimburse 60% of the TIF Proceeds devoted to energy efficiencies divided by 15.

- If still noncompliant at the end of Year 4, reimburse 80% of the TIF Proceeds devoted to energy efficiencies divided by 15.
- If still noncompliant at the end of Year 5, reimburse 100% of the TIF Proceeds devoted to energy efficiencies divided by 15, and for each year for the remainder of the TIF period reimburse 100% of TIF Proceeds devoted to energy efficiencies divided by 15 unless compliance can be demonstrated.

For the purposes of this section, Energy Efficiency Compliance shall be measured one year from the date Redeveloper Improvements are substantially completed. If noncompliant, the Redeveloper Improvements shall be re-evaluated for Energy Efficiency Compliance on an annual basis until compliance is demonstrated.

18. 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 Redeveloper 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.

19. Financing Creating Encumbrances Restricted.

A. Prior to completion of the Redeveloper Improvements, neither Redeveloper nor any successors in interest with respect to the Redeveloper Property shall engage in any financing or any other transaction creating any Mortgage upon the Redeveloper 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 Redeveloper 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 Redeveloper Property, and shall promptly notify the City of any Mortgage that has been created on or attached to Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper 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 Redeveloper Property shall apply to any other type of encumbrance on any of the Redeveloper 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.

20. 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.

21. Condemnation. If during the Tax Increment Period, all or any portion of the Redeveloper 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.

22. 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 Redeveloper Property and not for speculation in land holding.

23. 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 Redeveloper 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.

24. Representations and Warranties of Parties.

A. Redeveloper represents and warrants to City as follows:

- i. Organization; Power; Good Standing. Redeveloper is duly organized and validly existing corporation in good standing under the laws of Nebraska. Redeveloper is qualified to do business in the State of Nebraska and has all requisite power and authority to own and operate its property and carry on its business as now being conducted and to enter into this Agreement and perform its obligations hereunder.
- ii. 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.
- iii. 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.

25. 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.

26. 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.

27. 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.

28. Agreement to Pay Taxes. Redeveloper agrees to pay all real property taxes levied upon the Redeveloper 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 Redeveloper Property or Redeveloper Improvements for tax purposes.

29. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement shall be cumulative and the exercise by either party of anyone 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.

30. 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.

31. 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 c/o Dave Shoemaker, 6241 East Shore Drive, Lincoln, NE 68516; with a copy to DaNay Kalkowski, Seacrest and Kalkowski, 1111 Lincoln Mall, Suite 350, Lincoln, NE 68508; and to the City at Mayor's Office, 555 South 10th Street, Lincoln, NE 68508, with a copy to City Attorney's Office, 575 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.

32. Access to Project Site. During construction of the Redeveloper Improvements, Redeveloper shall permit the representatives of the City to enter all areas of the Redeveloper 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.

33. Historical Memorabilia.

A. Purchase and Display. Redeveloper through a minimum investment of not less than One Hundred Fifty Thousand and No/100th Dollars (\$150,000.00) agrees to purchase historical memorabilia celebrating the automotive history and in particular the Detroit - Lincoln - Denver Highway and display the same in a display area to be constructed in the Redeveloper Improvements.

B. Escrow. Redeveloper agrees to provide the City, prior to and as a condition precedent to the City's issuance of the TIF Bond, a bond, escrow, or other security agreement approved by the City Law Department in the amount of One Hundred Fifty Thousand and No/100th Dollars (\$150,000.00) to guarantee the purchase and display of the historical memorabilia described in subparagraph A above. The

escrow shall be released or reduced in amount as the purchase and display is completed and Redeveloper has submitted documentation satisfactory to the City verifying payment of any expenses related to construction of the display area and cost of the historical memorabilia.

34. Contribution for Rural Fire Protection District. Redeveloper understands and acknowledges that the City may not annex any portion of the Redeveloper Property within the boundaries of the Southwest Rural Fire Protection District except by the City assuming and paying that portion of all outstanding obligations of the District which would otherwise constitute an obligation of the portion of Redeveloper Property being annexed. Redeveloper desires to be annexed by the City and therefore agrees to pay the amount which must be paid to the Southwest Rural Fire Protection District in order for the annexation to be complete. The parties anticipate that payment to be \$36.66.

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

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

37. 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.

38. Expiration of Agreement. Unless otherwise stated herein, this Agreement shall expire upon expiration of the Tax Increment Period, or retirement of the TIF Bond, whichever first occurs. 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.

39. 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).

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

41. 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.

42. 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.

43. 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

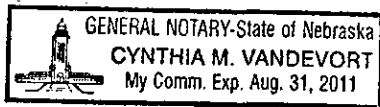
Executed by Redeveloper this 29th day of April, 2009.

SHOEMAKER'S TRUCK STATION, INC.
a Nebraska corporation

By: *David Shoemaker*
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 29th day of April, 2009, by David Shoemaker, President of Shoemaker's Truck Station, Inc., a Nebraska corporation, on behalf of the corporation.



Cynthia M. Vandevort
Notary Public

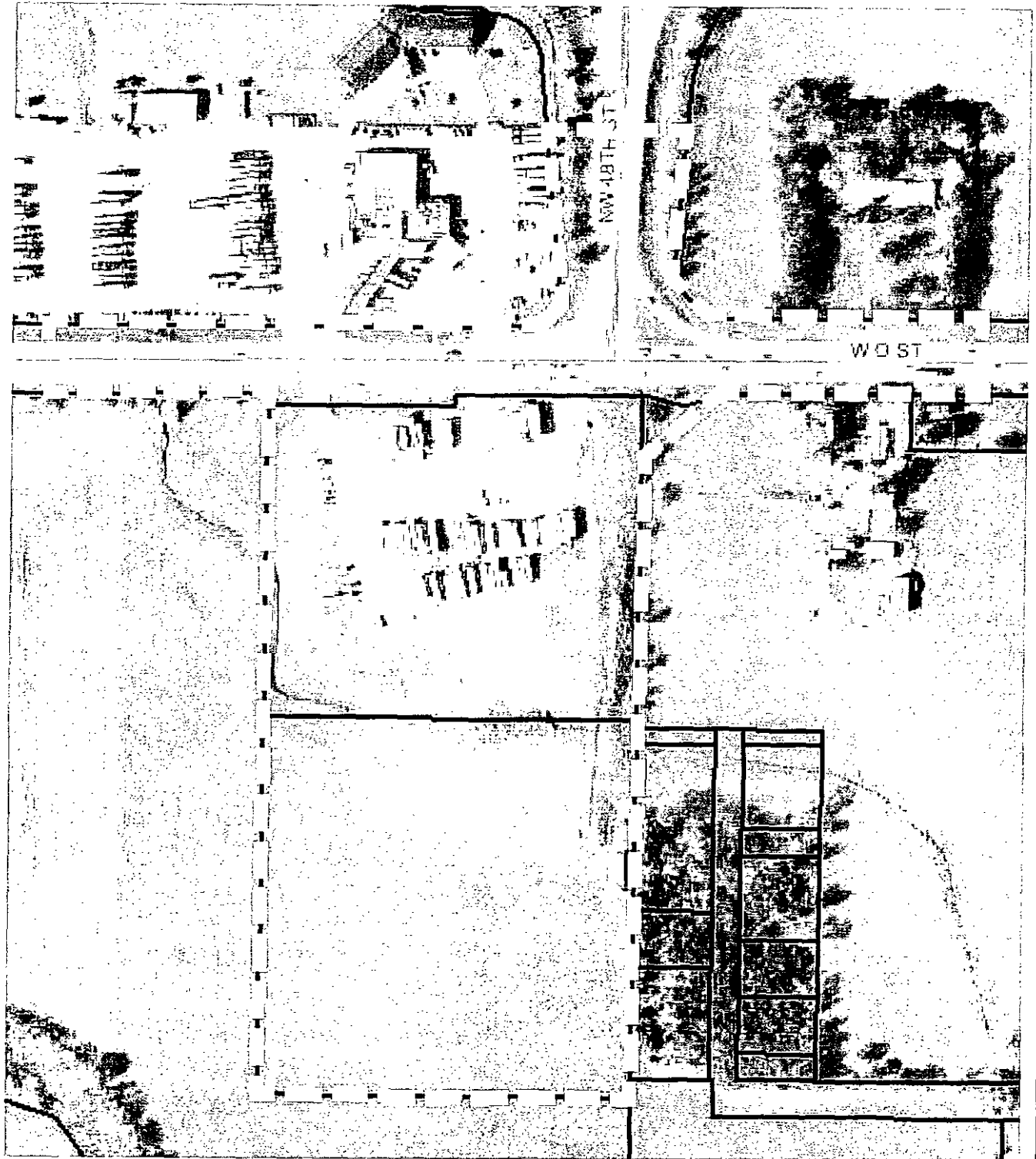


Exhibit A: Project Boundary

Located at the intersection of NW 48th and West O Streets

Project Boundary

Created by:
The City of Lincoln - UDD
Created on: 04/22/09



PROJECT NO: 008-1562
DRAWN BY: BPB
DATE: 04/28/09

STREET IMPROVEMENTS EXHIBIT
SHOEMAKER RE-DEVELOPMENT AGREEMENT

OLSSON
ASSOCIATES
1111 Lincoln Mall, Suite 1111
P.O. Box 84608
Lincoln, NE 68501-4808
TEL: 402.474.6311
FAX: 402.474.5160

EXHIBIT
B

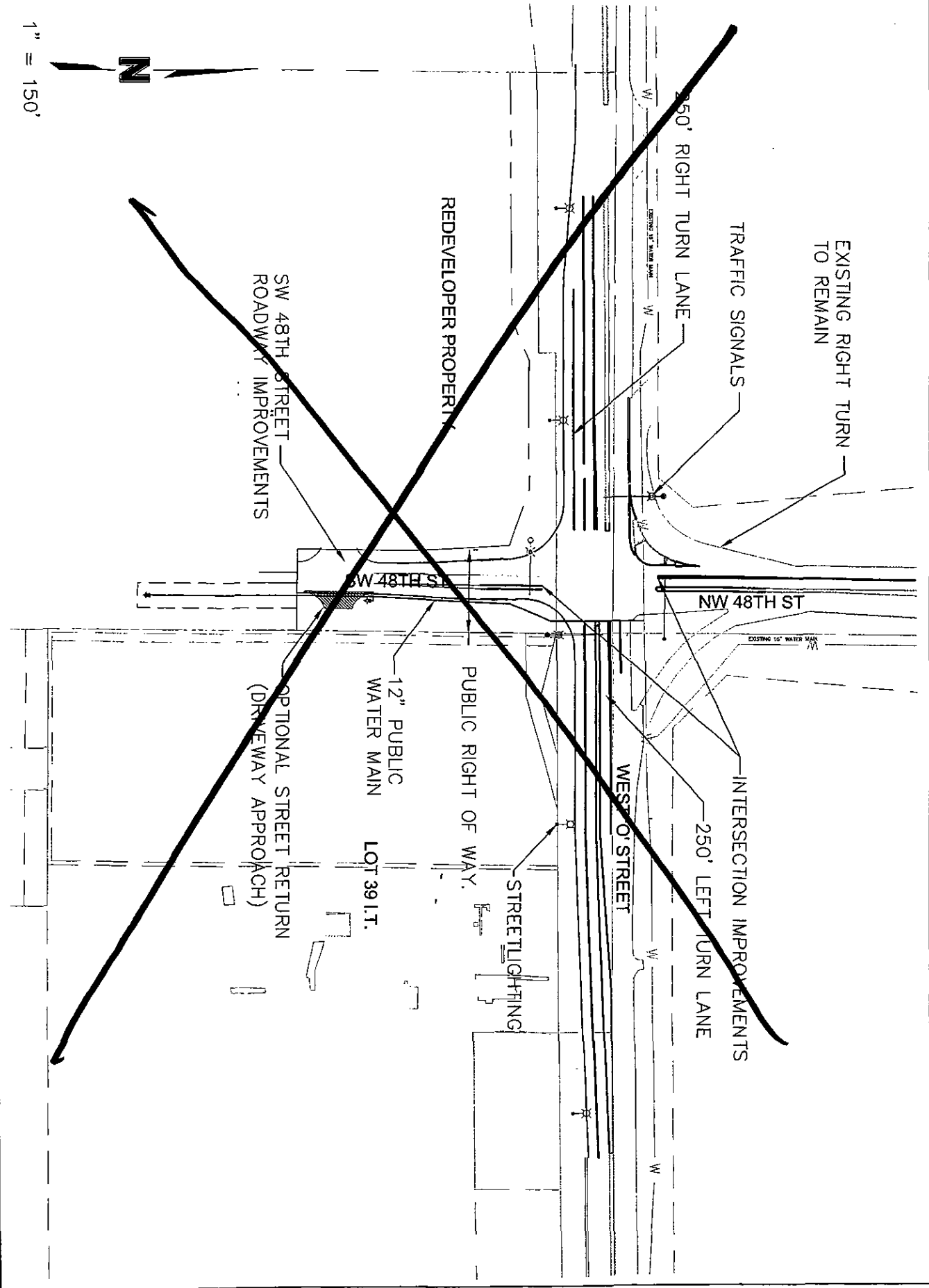


EXHIBIT "C"
SOURCES AND USES OF FUNDS

SOURCE OF FUNDS:

Redeveloper Improvements Funds	<u>\$7,150,000</u>
Redeveloper Sources Total	\$7,150,000
City TIF	<u>\$ 950,000</u>
City Sources Total	\$ 950,000
TOTAL SOURCES OF FUNDS	<u>\$8,100,000</u>

USES OF FUNDS

Redeveloper Costs (Redeveloper Improvements)	<u>\$7,150,000</u>
Redeveloper Uses Total	\$7,150,000
City Costs (Public Improvements)	
Street Improvements:	\$ 850,000
• Acquisition of third party right-of way together with any necessary construction easements on property not owned by Redeveloper, including the cost of appraisals	
• Construction of left and right turn lanes in West "O" at SW 48 th Street	
• Traffic signal reconstruction	
• Modification of NW 48 th Street to accommodate the southbound through lane	
• Installation of street lights on the south side of West "O" Street	
• Paving of SW 48 th Street and extension of water main in SW 48 th Street from the south line of West "O" Street a minimum of 200 feet	
Energy efficiencies to the Redeveloper Improvements meeting energy efficiency standards reasonably equivalent to LEED certification standards as determined by the Director of Urban Development based upon a review of the construction plans and visual inspection	
	<u>\$ 100,000</u>
City Uses Total (Not to Exceed)	\$ 950,000
TOTAL USES OF FUNDS	<u>\$8,100,000</u>

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 13 and 37, Irregular Tracts, located in the NW 1/4 of Section 30, Township 10 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska,

("Redeveloper Property") all the improvements required to be constructed upon the above-described Redeveloper Property have been satisfactorily completed in accordance with the requirements of the CITY OF LINCOLN REDEVELOPMENT AGREEMENT (Shoemaker Travel Plaza Redevelopment Project) ("Agreement") by and between the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation in the State of Nebraska ("City") and **SHOEMAKER'S TRUCK STATION, INC.**, a Nebraska corporation ("Redeveloper"), said Agreement dated as of _____, 2009, 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 _____, 2009.

CITY OF LINCOLN, NEBRASKA
a municipal corporation

ATTEST:

City Clerk

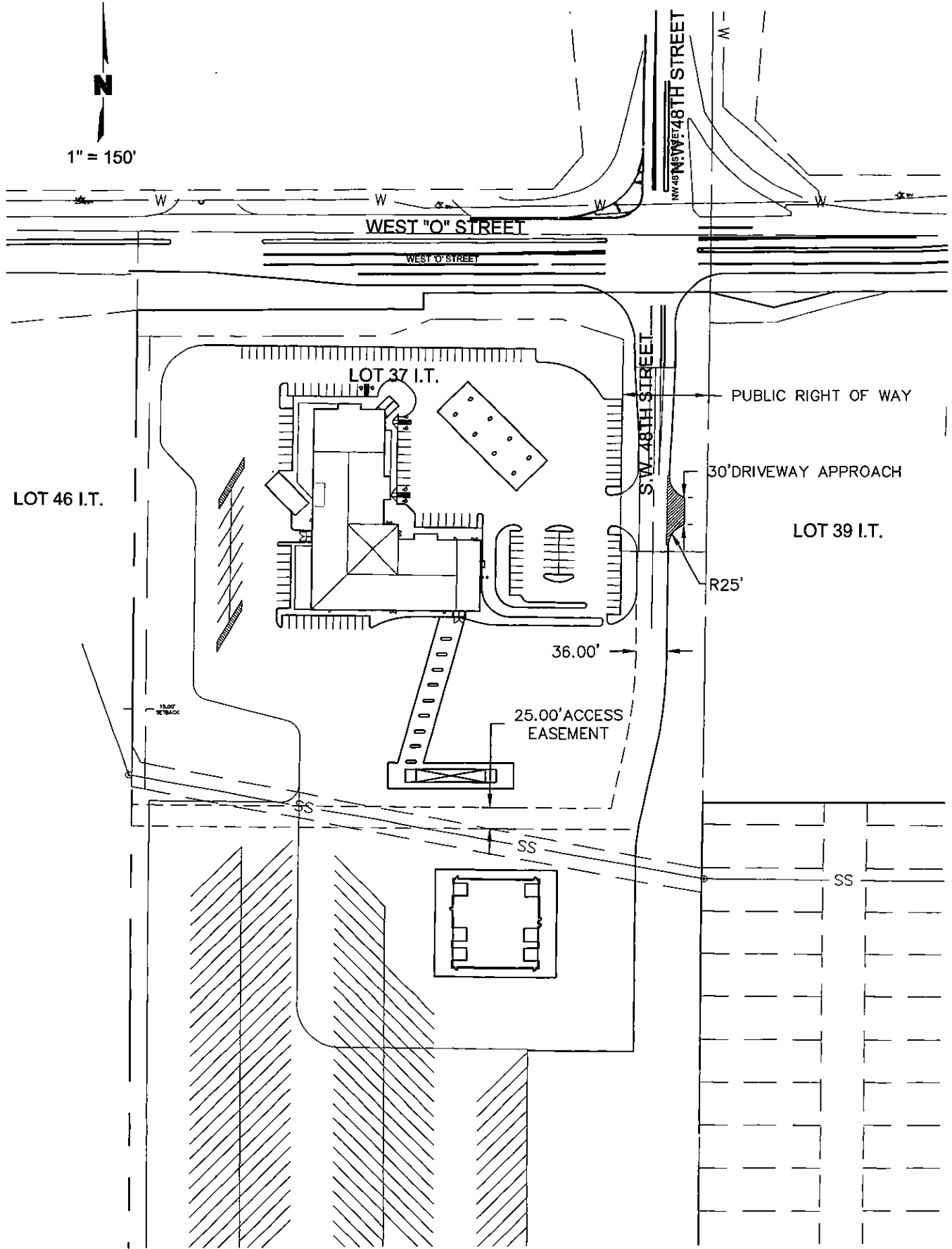
By: _____
Chris Beutler, Mayor of Lincoln

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

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

Notary Public

1" = 150'



USER: ebright
81562_ACCESS.EAST.PROPERTY.04.21.09

DWG: F:\Projects\008-1562\LDVP\Exhibits\81562_SW-48th Access.04.21.09.dwg
DATE: Apr 22, 2009 11:02am
XREFS: 81562_IRNS_PBASE 81562_XBASE

PROJECT NO: 008-1562
DRAWN BY: ESB
DATE: 04/21/09

SW 48TH STREET
ACCESS EXHIBIT

MOLSSON
ASSOCIATES

1111 Lincoln Mall, Suite 111
P.O. Box 84608
Lincoln, NE 68501-4608
TEL 402.474.6311
FAX 402.474.5160

EXHIBIT
F