

Lincoln
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Lancaster County, NE Assessor/Register of Deeds Office AGRMT
Pages 7



Exhibit G

Agreement

This Agreement is dated June 24, 2008, and is made between the **University of Nebraska Foundation**, a Nebraska nonprofit corporation and its successors and assigns (collectively "Foundation"), **Board of Regents of the University of Nebraska** a public body corporate and governing body of the University of Nebraska-Lincoln, and its successors and assigns (collectively "UNL"), and **WRK, LLC**, a Nebraska limited liability company, with a place of business at 440 N. 8th St. Suite 140, Lincoln, Nebraska 68508 and its successors and assigns (collectively "WRK"), and the **Sawmill Building Partnership**, a Nebraska general partnership and its successors and assigns (collectively "Sawmill"). The Foundation, UNL, WRK and Sawmill are individually referred to herein as "Party" and collectively referred to herein as the "Parties".

NOW THEREFORE, the Parties do hereby create, establish and adopt the following covenants and restrictions against and upon the Property:

1. Property. UNL is the property owner of the Southeast Corner Property as defined in Exhibit "1" and incorporated herein by this reference. The Foundation is attempting to acquire the Northeast Corner Property as defined in Exhibit "1" for potential expansion of the Arts and Humanities Site. WRK is the property owner of the Southwest Corner Property as defined in Exhibit "1". Sawmill is the property owner of the Northwest Corner Property. The Northwest Corner Property, Southeast Corner Property, and the Southwest Corner Property are collectively referred to herein as the "Property". In the event the University of Nebraska Foundation or UNL acquires the Northeast Corner Property, then the definition of "Property" shall be expanded to include the Northeast Corner Property.

2. Acknowledgements. The Parties acknowledge that (i) the Northwest Corner Property contains a tenant that has an existing State of Nebraska license to sell alcoholic liquor at retail ("Current Liquor License") and said Current Liquor License has been in existence for less than two continuous years as described in Neb. Rev. Stat. Section 53-177(1), and (ii) WRK intends to develop the Southwest Corner Property and seek a user or tenant of said Southwest Corner Property who will be seeking a State of Nebraska license to sell alcoholic liquor at retail after completion of the WRK building improvements on the Southwest Corner Property ("Future Liquor License").

3. Seek State Legislation. UNL agrees to use its best efforts to seek and support state legislation to define and clarify the western boundary of the main campus of the University of Nebraska-Lincoln as North 10th Street from "R" Street to Holdrege Street (Salt Creek Roadway) in a manner similar to the way "R" Street is described as the southern boundary of the UNL Campus in Neb. Rev. Stat. Section 53-103(32). WRK agrees to use its best efforts to assist UNL in seeking and supporting such legislation. Unless the Parties agree otherwise in writing, the Parties agree to seek such legislation in the 101st Legislature, First Session and continue such pursuit in other legislative sessions, if necessary, until such legislation becomes law. Until such legislation becomes law as described and goes into in effect, UNL and

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Foundation agree not (i) to enter into any lease, license, or use agreement of the Northeast Corner Property or Southeast Corner Property, nor (ii) use the Northeast Corner Property or Southeast Corner Property for a University classroom that would cause the State Liquor Control Commission or other applicable governmental entity to deny the Future Liquor License because alcoholic liquor would be sold under said license within three hundred feet from the campus of UNL.

4. Prohibited Uses. Neb. Rev. Stat. Section 53-177(1) states that:


"No license shall be issued for the sale at retail of any alcoholic liquor within one hundred and fifty feet of any church, school, hospital, or home for aged or indigent persons or for veterans, their wives or children." (collectively "Prohibited Uses"). Section 53-177(1) goes on to state, *"This prohibition does not apply (a) to any location within such distance of one hundred and fifty feet for which a license to sell alcoholic liquor at retail has been granted by the Nebraska Liquor Control Commission for two years continuously prior to making of application for license..."* ("Two Year Exemption").

Until the Current Liquor License qualifies and meets the Two Year Exemption, UNL and Foundation agree not to enter into any lease, license, or use agreement of the Southeast Corner Property or Northeast Corner Property that would permit any Prohibited Uses to be located within one hundred and fifty feet of the premise of the Current Liquor License. Without the prior written consent of WRK, UNL and Foundation agree not to enter into any lease, license, or use agreement of the Southeast Corner Property or Northeast Corner Property that would permit Prohibited Uses to be located within one hundred and fifty feet of the Southwest Corner Property.

5. Enforcement. This Agreement shall run with the Property and shall be binding upon and enforceable by the Parties for a period of thirty-five (35) years from and after the date of recordation of this Agreement with the Register of Deeds of Lancaster County, Nebraska, however, this Agreement may be amended, altered, modified or terminated as to all or any portion of the Property, at any time by an instrument executed by the property owners of the Property. The enforcement of this Agreement shall be by proceedings at law or in equity against any property owner or entity violating or attempting to violate any provisions hereof. Such proceedings may be to restrain such violation or to recover damages. If any action is brought in any court to enforce the terms or provisions of this Agreement, then if the Party instituting such proceeding is successful it, the Party shall also be entitled to an award of all costs and fees (including reasonable attorneys fees to the extent permitted by law) incurred in connection with such proceeding. The invalidation of any one of the provisions herein shall not affect the validity of the remaining provisions hereof which shall remain in full force and effect.

Dated: June 24, 2008

University of Nebraska Foundation, a
Nebraska nonprofit corporation

By: , President

ATTEST:

**The Board of Regents of the
University of Nebraska,**
a public body corporate and governing body
of the University of Nebraska-Lincoln,
(UNL)

Donald J. Burns
Corporation Secretary

By: James B. Milliken
James B. Milliken, President

**WRK, LLC, a Nebraska limited liability
company (WRK)**

By: William S. Smith
Title: Member

**Sawmill Building Partnership, a Nebraska
general partnership**

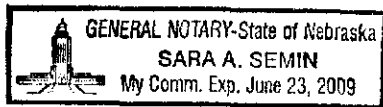
By: Harold Hoff
Title: General Partner

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On June 24, 2008, before me, the undersigned, a Notary Public duly
commissioned for and qualified in said County, personally came Clarence L. Castner, known to
me to be the **President of the University of Nebraska Foundation**, a Nebraska nonprofit
corporation, (Foundation) and the identical person who signed the foregoing instrument and
acknowledged the execution thereof to be her voluntary act and deed as President and the
voluntary act and deed of said public body corporate.

Witness my hand and notarial seal the day and year last above written.

(S E A L)

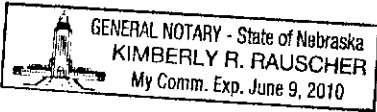


Sara A. Semin
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On June 13, 2008, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came **James B. Milliken**, known to me to be the **President of the Board of Regents of the University of Nebraska**, a public body corporate and governing body of the University of Nebraska-Lincoln, (UNL) and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed as President and the voluntary act and deed of said public body corporate.

Witness my hand and notarial seal the day and year last above written.

(S E A L) 

Kimberly R Rauscher
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On June 18, 2008, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came William D. Scott, known to me to be a Member of **WRK, LLC.**, a Nebraska limited liability company, and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such Member and the voluntary act and deed of said LLC.

Witness my hand and notarial seal the day and year last above written.

(S E A L) 

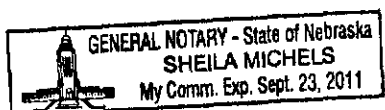
Sheila Michels
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

On June 19, 2008, before me, the undersigned, a Notary Public duly commissioned for and qualified in said County, personally came Harold Hoppe, known to me to be a general partners of **Sawmill Building Partnership**, a Nebraska general partnership, and the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such general partner and the voluntary act and deed of said general partnership.

Witness my hand and notarial seal the day and year last above written.

(S E A L)



Sheila Michels

Notary Public

EXHIBIT "1"

Legal Description of the Property:

Northwest Corner Property – West one-half of Lot Three (3) and all of Lots 4, 5 and 6, Block 21, Original Plat, Lincoln, Lancaster County, Nebraska

Southwest Corner Property -- Lot 1, The Arts and Humanities Block Addition, Lincoln, Lancaster County, Nebraska

Southeast Corner Property – Lot 2, The Arts and Humanities Block Addition, Lincoln, Lancaster County, Nebraska

