

8-14-17

Inst # 2017053698 Wed Dec 27 09:11:38 CST 2017
Filing Fee: \$46.00
Lancaster County, NE Assessor/Register of Deeds Office
NOTICE
Pages 7



46.00

After recording return to:
Seacrest & Kalkowski, PC, LLO
1128 Lincoln Mall, Suite 105
Lincoln, NE 68508

RIGHT TO NEGOTIATE LEASE SPACE WITHIN UNIT S200 of LCC CONDO UNIT

This Right to Negotiate Lease Space within Unit S200 of LCC Condo Unit (“**Agreement**”) is made as of December 22, 2017 by and between Lincoln Commercial Club, LLC, a Nebraska limited liability company, and its successors and assigns (collectively “**LCC**”) and Cas-Neb-neda, LLC, a Nebraska limited liability company, and its successors and assigns (collectively “**CAS**”). “**Party**” shall mean LCC or CAS individually and “**Parties**” shall mean LCC and CAS collectively.

1. Definitions. The following are defined terms. Other paragraphs of this Agreement contain numerous refinements, qualifications and/or exceptions; all other defined terms are as shown in other provisions of this Agreement or the Declaration of 200 & 216 N. 11th STREET Condominium, dated as of December 26, 2017 and filed of record as Instrument Number 2017053599 in the Lancaster County Register of Deeds Office, in Lincoln, Nebraska 68508. (“**Declaration**”). The Declaration is incorporated herein by this reference.
2. Kindler Condo Unit Legal Description. The legal description of the Kindler Condo Unit is Unit N100, 200 & 216 N. 11th Street Condominium, a Nebraska condominium property regime, Lincoln, Lancaster County, Nebraska; according to the Declaration of 200 & 216 N. 11th Street Condominium, recorded December 26, 2017 as Inst. No. 2017053599 in the records of Lancaster County, Nebraska, as may be amended from time to time. The 200 & 216 N. 11th Street Condominium is located upon the Lots 7 and 8, Block 36, Original City of Lincoln, Lancaster County, Nebraska.
3. LCC Condo Unit Legal Description. The legal description of the LCC Condo Unit is Unit S100 and S200, 200 & 216 N. 11th Street Condominium, a Nebraska condominium property regime, Lincoln, Lancaster County, Nebraska; according to the Declaration of 200 & 216 N.

No
200 & 216 N. 11th Street

11th Street Condominium, recorded December 26, 2017 as Inst. No. 2017 053599 in the records of Lancaster County, Nebraska, as may be amended from time to time. The 200 & 216 N. 11th Street Condominium is located upon the Lots 7 and 8, Block 36, Original City of Lincoln, Lancaster County, Nebraska.

4. Owner of CAS Condo Unit First Right to Negotiate Lease Space within LCC Condo Unit. The Owner of the LCC Condo Unit agrees to grant a first right to negotiate written lease(s) for all or any portion of Unit S200 of the LCC Condo Unit that the Owner of the LCC Condo Unit desires to lease (“**First Right of Negotiate**”). In the event that the Owner of the LCC Condo Unit should elect to lease all or any available portion of the second floor of the LCC Condo Unit, then the Owner of the LCC Condo Unit will provide written notice (“**Available Space Notice**”) to the Owner of the Kindler Condo Unit of which said second floor space is available for lease. In the event the Owner of the Kindler Condo Unit has interest to lease, the Owner of the Kindler Condo Unit will provide written reply (“**Reply**”) back to the Owner of the LCC Condo Unit within five (5) business days of the Available Space Notice. Thereafter, the two parties agree to negotiate in good faith a written lease agreement within the Five-Day Period, or mutual extension of said time period, for said applicable or available portion of said second floor of the LCC Condo Unit. In the event the Owner of the Kindler Condo Unit does not timely Reply or the Parties do not execute a written lease with terms acceptable to both Parties within said Five-Day Period, or mutual extension, then the Owner of the LCC Condo Unit is free to enter into a written lease with any third party.
5. Termination. This Agreement shall be in effect upon the date written above and shall terminate on the tenth anniversary date of this Agreement.
6. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any applicable 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.
7. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained herein nor any acts of any Party shall be deemed or construed by a Party or by any third person to create the relationship of partnership or of joint venture or of any association, other than contractual relationships stated in this Agreement.
8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned Parties.
11. Further Assurances. Each undersigned Party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, to effectuate the covenants and agreements herein provided. Each of the undersigned Parties shall cooperate with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.
12. Construction. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.
13. Controlling Documents. The Parties agree that in the event the terms of the Declaration and this Agreement are inconsistent, then the Declaration shall prevail.
14. Runs with the Land. This Agreement runs with the land, LCC Condo Unit, Kindler Condo Unit and Enterprises Condo Unit.
15. Notices. All notices, demands, elections, or other communications that any Party to this Agreement may desire or be required to be given hereunder shall be in writing and shall be given by hand, twenty-four (24) hours after deposit with a reputable overnight courier services, or forty-eight (48) hours after deposit in the United States mail, first class, postage prepaid, certified mail, return receipt requested, or twenty-four (24) hours after emailing with confirmation of delivery, to the addresses set forth below, or at such address as may be designated by the addressee upon written notice to the other party (herein called "**Notice**"):
 - a. To LCC: Lincoln Commercial Club, LLC
 Attention: David Schmidt
 1225 L Street, Suite 501
 Lincoln, NE 68508
 dschmidt@concordemgmt.com
 - b. To CAS: Cas-Neb-neda, LLC
 Attention: Nicolas Castaneda

8030 W. Emory Lane
Peoria, AZ 85383
nick777.castaneda@gmail.com

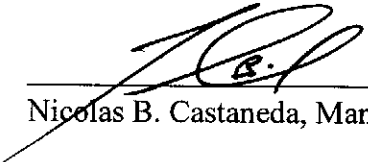
In addition, a Party may request or consent to notices to be sent by email, in addition to United States mail; provided that a Party's request or consent can be revoked at any time and is deemed revoked if two consecutive emails are returned as undelivered. All notices given pursuant to this Section shall be deemed to have been given (i) if delivered by hand on the date of delivery or on the date that delivery was received by the addressee, or (ii) if delivered by email, certified mail or by overnight courier, on the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was received by the addressee).

[The remaining space is intentionally left blank]

Executed as of the date written above by CAS:

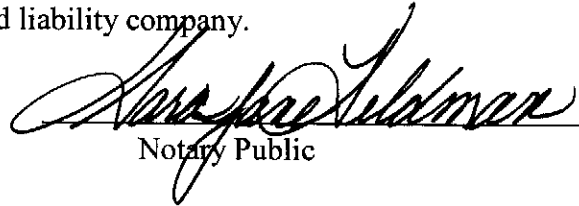
“CAS”

Cas-Neb-neda, LLC, a Nebraska limited liability company

By: 
Nicolas B. Castaneda, Manager

STATE OF Arizona)
COUNTY OF Maricopa) ss.

The foregoing instrument was acknowledged before me this 23 day of August, 2017 by Nicolas B. Castaneda, Manager of Cas-Neb-neda, LLC, a Nebraska limited liability company, on behalf of the limited liability company.


Notary Public

(Seal)

