

Fremont, NE
1175



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Carol Givens
Carol Givens

Filed:

September 23, 2013 11:11:00 AM

Register of Deeds
DODGE COUNTY, NE

Fee \$34.00

Prepared By

David Benck
David Benck
Vice President & General Counsel
Hibbett Sporting Goods, Inc.
451 Industrial Lane
Birmingham, Alabama 35211

STATE OF NEBRASKA)
COUNTY OF DODGE)

MEMORANDUM OF LEASE

NOTICE is hereby given of the following described lease, as the same may be hereafter amended (the "Lease"), for the purpose of recording the same and giving notice of the existence of said Lease. All references to "Exhibits" in this Memorandum of Lease refer to Exhibits attached to the Lease. The provisions hereof do not necessarily reflect amendments and modifications to the Lease after the date hereof.

Landlord hereby leases to Tenant the Leased Premises and certain rights to the Common Areas for the Term, all in accordance with the following terms and conditions and those other terms and conditions contained in the Lease described below, which terms and conditions are hereby incorporated herein as if set forth in full.

LANDLORD:

ARBOR GROUP, LLC
c/o First Management, Inc.
1941 South 42nd Street
Suite 550
Omaha, Nebraska 68105
Ref: **Shoppes of Fremont; Fremont, Nebraska**

TENANT:

HIBBETT SPORTING GOODS, INC.
451 Industrial Lane
Birmingham, Alabama 35211
Ref: **Shoppes of Fremont; Fremont, Nebraska**

DATE OF EXECUTION
OF LEASE:

May 7, 2013

LEASED PREMISES:

Approximately 5,000 square feet of space which is designated as "LEASED PREMISES" on Exhibit B attached to the Lease (the "Leased Premises") together with rights in Common Areas. A legal description of the property of which the Premises and Common Areas are a part is attached hereto as Schedule I.

TERM:

Five (5) Lease Years, commencing on the Commencement Date unless the Term shall be earlier terminated or extended as defined in the Lease.

**COMMENCEMENT
DATE:**

As set forth in Paragraph 4.1 of the Lease.

OPTION(S) TO EXTEND:

Three (3) options to extend the Term for five (5) years each.

**RESTRICTIVE USE
COVENANT:**

Landlord shall not permit any other tenant or other user in the Center (or in any other premises owned in whole or in part, or controlled, directly or indirectly, by Landlord or any person or entity which is an affiliate of Landlord outside the confines of the Center, but within a three (3) mile radius thereof) to conduct the retail sale of sporting goods, athletic apparel, athletic shoes or sports fan licensed products either as its principal use, within a kiosk or in an area exceeding the lesser of one thousand (1,000) square feet or more than twenty percent (20%) of such other tenant's respective premises, sales or inventory.

SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES

EXECUTED as a sealed instrument as of May 7, 2013.

LANDLORD:

ARBOR GROUP, LLC
a Nebraska limited liability company

Randall Wieseler

By: Randall Wieseler
Title: President
Date: 5-7-13

TENANT:

HIBBETT SPORTING GOODS, INC.,
a Delaware corporation

David Benck

By: David Benck
Title: Vice President & General Counsel
Date: 5-1-13

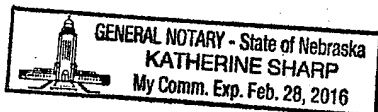
ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF Nebraska)

Douglas COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Randall Wieseler, whose name as President of **Arbor Group, LLC**, a Nebraska limited liability company, is signed to the foregoing Memorandum of Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said Memorandum of Lease, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand this the 7 day of May, 2013.



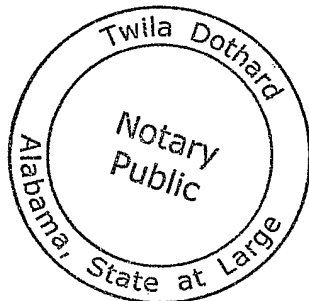
Katherine Sharp
Notary Public
My Commission Expires: Feb. 28, 2016

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **David Benck**, whose name as **Vice President & General Counsel of Hibbett Sporting Goods, Inc.**, a Delaware corporation, is signed to the foregoing Memorandum of Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of said Memorandum of Lease, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 1st day of May, 2013.



Twila Dothard
Twila Dothard, Notary Public
State of Alabama at Large
My Commission Expires: 1-6-15

SCHEDULE I

LEGAL DESCRIPTION OF CENTER

Lot 2, Menard Addition, Fremont, Dodge County, Nebraska.

AND

That part of 23rd Avenue North located along the southerly line of Lot 2, Menard Addition, Fremont, Dodge County, Nebraska, originally platted in Wal-Mart's First Addition to said City of Fremont, which shall be considered part of said Lot 2, more particularly described as follows:

Commencing at the intersection of the North Line of said 23rd Avenue North and the West Line of Diers Parkway,

Thence S87°38'00"W a distance of 18.55 feet;

Thence Westerly along said North Line an arc distance of 112.87 feet along a 222.50 foot radius curve to the left, the long chord of which bears S73°05'35"W and has a length of 111.66 feet;

Thence Westerly along said North Line an arc distance of 47.44 feet along a 93.50 foot radius curve to the right, the long chord of which bears S73°05'35"W and has a length of 46.93 feet;

Thence S87°41'20"W a distance of 122.92 feet to the Easterly Line of 24th Street;

Thence S32°14'10"W a distance of 66.77 feet to the North Line of 23rd Street;

Thence N87°41'20"E a distance of 333.11 feet along the North Line of 23rd Street to the West Line of Diers Parkway;

Thence N02°29'35"W a distance of 94.77 feet along the West Line of Diers Parkway to the Point of Beginning, containing 0.47 acres more or less.