

This lease is not valid until this document has been signed by the Lessee and returned to the City of Omaha  
**LEASE**

**THIS LEASE** is entered into on the date below by and between the **CITY OF OMAHA, NEBRASKA**, a Municipal Corporation, "City", and **PACIFIC GARDENS ASSOCIATES, INC.** of **1225 SOUTH 64<sup>TH</sup> AVENUE, OMAHA, NE 68106**, "Lessee."

1. The City, in consideration of the rents, covenants and agreements hereinafter contained, to be paid, kept and performed by the Lessee, leases to the Lessee the following described Leased Premises in Omaha, Nebraska:

**Parking (42 stalls)**, Land (outdoor dining) or Signs lease located at **7701/7703, 7707/7709, 7713/7715 PIERCE STREET AND 1201/1203 MARBEE DRIVE** consisting of approximately **4,200** sq. ft.

2. This lease shall be in effect until such time as it shall be terminated pursuant to the Omaha Municipal Code ("Code"), or until the City shall declare it necessary that the City should have possession of the Leased Premises for public use or the making of public improvements. This lease is subject to all utilities on, under, over or adjacent to the Leased Premises, and whatever property interests that are owned by such utility. Lessee shall be liable for the cost of any damages to such utilities or the Leased Premises, in any way arising out of or resulting from Lessee's activity, use or operation on the Leased Premises.

3. Lessee agrees to pay rent for the Leased Premises in the amount of **\$4,200.00 in advance on a yearly basis**. However, if the applicable rental rate is hereinafter changed by the City, Lessee agrees to pay thereafter the new rate.

4. Lessee agrees that upon the failure to pay rent as herein provided, or upon termination of this Lease for any reason, Lessee will quietly and peaceably yield up possession of the Leased Premises to the City. Lessee shall pay all costs incurred in the installation, maintenance and removal of Lessee's improvements and equipment on the Leased Premises.

5. The City, or any of its agents, shall have the right to enter upon the Leased Premises at any time and use the same in such manner as may be required for the purpose of making any public improvements, whether such improvements be grading, paving, curbing, guttering, laying sewers, or otherwise; and this lease and all rights and privileges granted herein are subject to this right, which is hereby expressly reserved. Lessee's use shall not interfere with any public use of the Leased Premises, nor of the adjoining public property.

6. The Lessee covenants and agrees to indemnify and hold harmless the City, its officers, agents and employees, their successors and assigns, individually or collectively from all liability for any fines, claims, suits, demands, damages, actions or causes of action of any kind and nature for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of the Lessee on the Leased Premises or in connection with its use of the Leased Premises or Leased Facilities, and the Lessee further agrees to pay all expenses in defending against any such claims made against the City. The Lessee and the City shall give prompt and timely notice to the other of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

7. Lessee agrees to comply with all laws of the State of Nebraska and Ordinances of the City of Omaha, including Sections 34-141 et seq. of the Code. This lease shall be considered to have been assigned to and accepted by any person or entity exercising the right and duties of the Lessee hereunder, as a successor in interest of the Lessee or otherwise. All the covenants and agreements herein contained shall be binding upon the respective heirs, executors, administrators, assignees, successors in interest, and sublessees of said Lessee.

8. Each party shall be solely responsible for and will indemnify, defend and hold harmless the other party, its agents, and employees, from and against any and all claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the cleanup, removal, or restoration associated with the indemnifying party's use of hazardous materials on or adjacent to the Leased Premises.

**CITY OF OMAHA:**

By *Dorinda Walker* 10/10/17  
Treasurer Date

**LESSEE:**

*Robert Hancock*  
for *Pacific Gardens Associates, LLC* Date 10/25/17