



MISC 2013085824



AUG 22 2013 09:13 P 3

Fee amount: 22.00
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COMP: MS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
08/22/2013 09:13:51.00



2013085824

(The above space for use of Register of Deeds.)

Upon recording, return to:

David C. Levy

Baird Holm LLP

1700 Farnam Street, Suite 1500

Omaha, Nebraska 68102

MEMORANDUM OF ASSIGNMENT AND AMENDMENT OF LEASE

(Document on Following Pages)

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1429372-901424

MEMORANDUM OF ASSIGNMENT AND AMENDMENT OF LEASE

The undersigned parties (hereinafter referred to separately as "Lessor" and "Assignee/Lessee") hereby set forth certain terms of a lease assigned and amended between such parties on August 13, 2013 (referred to as "Lease").

Section 1 Name and Mailing Address of Lessor. The name and mailing address of Lessor is City of Omaha, Attn: Parks, Recreation and Public Property Development, Omaha/Douglas Civic Center, Room 701, 1819 Farnam Street, Omaha, Nebraska 68183.

Section 2 Name and Mailing Address of Assignee/Lessee. The name and mailing address of Assignee/Lessee is Storz Riverfront Development Company, LLC, c/o Law Offices of Nick Wurth, 319 South 17th Street, Suite 522, Omaha, Nebraska 68102.

Section 3 Common Address and Legal Description. The common street address of the premises leased by Lessee is 345 Riverfront Drive, Omaha, Douglas County, Nebraska 68102, more particularly described as a portion of Lot 1, in Smelter Plant Replat, an addition to the City of Omaha, as surveyed platted and recorded in Douglas County Nebraska, as more particularly identified in that certain Memorandum of Lease, dated on or about May 27, 2003 between the City of Omaha and Rick's Café, LLC, as recorded in the Douglas County, Nebraska Recorder's Office on September 9 , 2003 in Book 2003, Page 170633.

Section 4 Other Agreements. The additional terms and conditions to the Lease, set forth on in that certain Consent of Assignment and Amendment of Restaurant Lease by and between Lessor and Assignee/Lessee, dated August 13, 2013, incorporated herein by this reference constitute additional agreements between Lessor and Assignee/Lessee which may be relevant to, or affect, the Lease.


LESSOR

ASSIGNEE/LESSEE

CITY OF OMAHA,
a Nebraska municipal corporation

STORZ RIVERFRONT DEVELOPMENT
COMPANY, LLC, a Nebraska limited liability
company

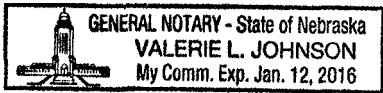
By: 
Paul Kratz, City Attorney

By: 
Printed: Thomas Markel
Title: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a Notary Public in and for said County and State personally appeared Paul Kratz, the City Attorney of the City of Omaha, Nebraska, a Nebraska municipal corporation and being first duly sworn by me up upon his oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and Notarial Seal this 20th day of August, 2013.

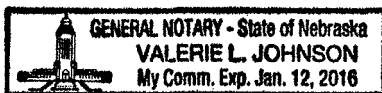


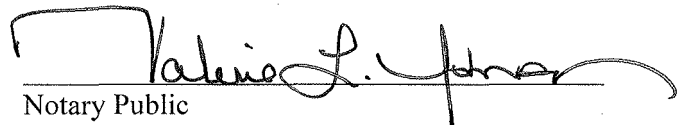

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me the undersigned, a Notary Public in and for said County and State personally appeared Thomas Markel, Manager, Storz Riverfront Development Company, LLC, a Nebraska limited liability company, and being first duly sworn by me up upon his oath, says that the facts alleged in the foregoing instrument are true.

Witness my hand and Notarial Seal this 20th day of August, 2013.




Notary Public