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Inst # 2021031544 Wed May 19 12:01:11 CDT 2021  
Filing Fee: \$40.00  
Lancaster County, NE Assessor/Register of Deeds Office AGRMT  
Pages 6



For Recording Purposes

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*File, Charge to Urban  
Dev. & Return to Justin*

Exhibit H

Memorandum

Return the original to:  
City Attorney's Office  
555 South 10<sup>th</sup> Street  
Lincoln, NE 68508

**MEMORANDUM OF REDEVELOPMENT AGREEMENT & USE RESTRICTIONS**

THIS MEMORANDUM OF 1040 O STREET REDEVELOPMENT AGREEMENT & USE RESTRICTIONS ("**Memorandum**") is made and entered into as of the date of execution hereof by the last signatory hereto as indicated below ("**Effective Date**") by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation in the State of Nebraska and its successors and assigns ("**City**") and BIC DEVELOPMENT, LLC, a Nebraska limited liability company (hereinafter referred to as "**Redeveloper**"). *Legal description: Lincoln Original, Block 42, Lots 20-21, City of Lincoln, Lancaster County, Nebraska.*

1. **Redevelopment Agreement**. The City and Redeveloper entered into that certain Redevelopment Agreement dated as of this even date, describing the Redeveloper Public Improvements being made on behalf of the City in the Redevelopment Project Area and the Private Improvements being made to real property Redeveloper will be acquiring pursuant to its contract interest in the City of Lincoln, Nebraska, as more particularly described on the Notice to Proceed ("**Project Site**").

2. **Tax Increment Financing**. The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the City of the Private Improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Redevelopment Project effective date defined in the Redevelopment Agreement. The Tax Increment so captured by the City shall be used for Project Site Purchase Assistance and to make the Redeveloper Public Improvements and City Public Improvements as described in the Redevelopment Agreement.

3. **Remaining Terms**. The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the office of the City Clerk of Lincoln, Nebraska.

*Lincoln*

4. **Development and Use Restrictions.** Redeveloper agrees that during the Tax Increment Period no portion of the Project Site shall be used for any of the following uses and practices:

- (a) any outdoor off premises advertising specifically including billboards, signboards and related structures and appurtenances, except as shown on the Project Schematic Drawings and temporary signs advertising such lot is for sale or lease by the owner thereof;
- (b) any business whose predominant operation is the retail sale of alcoholic beverages for consumption off the premises (predominant shall mean retail gross sales of alcoholic beverages, including mixed drinks, in excess of 50% of gross sales on the licensed premises) or any such business that in the opinion of the City has an unreasonable pattern of liquor law violations;
- (c) any business for the sale of alcoholic beverages for consumption on the premises if such use, in the reasonable opinion of the City, has an unreasonable pattern of unlawful disturbances or alcoholic beverage law violations;
- ~~(d) any business whose predominant operation is the retail sale of tobacco products (predominant shall mean retail gross sales of tobacco products, including mixed products, in excess of 50% of gross sales on the premises) or any such business that has an unreasonable pattern of unlawful disturbances or tobacco law violations (does not include pharmacies, cigar bars, or grocery stores);~~
- (e) any business operated or held out to the public as a sexually oriented business including live entertainment establishments as defined in Section 27.03.545 of the Lincoln Municipal Code and any other business engaged in sexually oriented entertainment or materials such as any: sexually oriented show, movie, picture, exhibition, performance, demonstration, film, video, book, or other depictions of a sexually explicit nature; sexually oriented live entertainment or exotic dance; sex toys or sexually oriented paraphernalia; sexually oriented telecommunication, internet or similar service; sexually oriented massage parlor; or escort service; The foregoing exclusion shall not include pay for view video/audio services, internet, and other forms of telecommunication/communication systems offered or available to Lincoln residents;
- (f) any ground floor use by a business for which a majority of its ground floor area displays adult-oriented products;

- (g) any business involving gambling or wagering even if otherwise permitted by law including bingo, slot machines, video lottery machines, casino games, or off site pari mutual wagering sites, but excluding the retail sale of lottery tickets as permitted by applicable law;
- (h) any business involving the sale or display of weapons, self-service Laundromats for non-residents or non-occupants of the Project Site, illegal activities, or the sale of any illegal goods or products;
- (i) any business providing payday loans, liens, check cashing services, or other similar services except for banks, savings and loans, insurance companies, investment companies, stock brokers, credit unions, and automated teller machines;
- (h) cell towers, although cellular antennae and transmission equipment may be incorporated into the Private Improvements provided that they are properly screened and otherwise meet design standards that meet the City's approval.

5. **Inquiries.** Further inquiries regarding this Memorandum may be made to the following parties:

If to the City: Mayor  
555 South 10th Street  
Lincoln, Nebraska 68508

With a copy to: City Attorney  
555 South 10th Street  
Lincoln, Nebraska 68508

If to Redeveloper: BIC DEVELOPMENT, LLC  
Attention: Craig Gies  
245 S. 84th Street, Suite 316  
Lincoln, NE 68510  
Lincoln, Nebraska 68506

With a copy to: DaNay Kalkowski  
Seacrest & Kalkowski, PC, LLO  
1128 Lincoln Mall, Suite 105  
Lincoln, Nebraska 68508

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in this Section.

Executed by City this 4<sup>th</sup> day of March, 2021.

**CITY OF LINCOLN, NEBRASKA,**  
a municipal corporation

By *Leirion Gaylor Baird*  
Leirion Gaylor Baird, Mayor of Lincoln

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2021 by LEIRION GAYLOR BAIRD, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the municipal corporation.



*Brandi Lehl*  
Notary Public

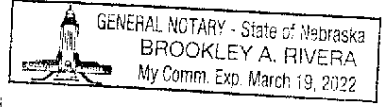
Executed by Redeveloper this 12 day of February, 2021.

**BIC DEVELOPMENT, LLC**, a Nebraska limited liability company

By: [Signature]  
Boyd Batterman, Member

By: [Signature]  
Craig Gies, Member

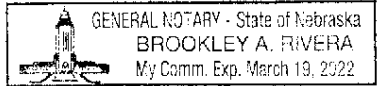
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2021 by Boyd Batterman, Member of **BIC DEVELOPMENT, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )



The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2021 by Craig Gies, Member of **BIC DEVELOPMENT, LLC**, a Nebraska limited liability company, on behalf of the limited liability company.

[Signature]  
Notary Public