

**BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING LEASE FOR SARPY COUNTY ON BEHALF OF NEBRASKA STATE
PROBATION OFFICE AND AUTHORIZING CHAIRMAN TO SIGN SAME**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, on January 17, 2006 the Sarpy County Board approved a lease for the Probation Office with Vortec Ventures LLC; and,

WHEREAS, Vortec Ventures LLC is desires to enter into a new lease for Star Park Plaza, 7511 South 36th Street, Suites 8, 9, and 10, Bellevue, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Sarpy County Board of Commissioners that the attached lease is hereby approved and the Chairman of such Board is authorized to sign the same.

DATED this 2nd day of February, 2010.

MOVED by Jensen, seconded by Hike, that the above Resolution be adopted. Carried.

YEAS:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

NAYS:

none

ABSENT:

none

ABSTAIN:

none



Attest:

[Signature]
Sarpy County Clerk

Approved As To Form:

[Signature]
Deputy County Attorney

STAR PARK PLAZA VORTEC VENTURES, LLC

This Lease is made and entered into this 2nd day of ~~January~~ ^{February} 2010 between Vortec Ventures, LLC (Lessor) and Sarpy County on behalf of Nebraska State Probation Office (Lessee).

- Leased Premises:** Lessor leases to Lessee and Lessee agrees to take the Leased Premises, which are located on the property legally described as:
**Star Park Plaza
7511 South 36th Street
Suite 3, 4, 5
Bellevue, NE 68147**

(Property). Exhibit A depicts the Leased Premises which contains approximately 4,500 square feet.

- Lease Term:** March 1, 2010 to February 28, 2013
- Financial Statements:** Lessee hereby agrees to provide to Lessor a financial statement of principals whether Lessee is a sole proprietor, partnership, corporation, company, etc., prior to the signing of said lease by Lessor and annually thereafter upon the written request of Lessor.
- Acceptance and Occupancy:** Occupancy of the Leased Premises by the Lessee shall constitute acceptance by the Lessee.
- Rental:** Lessee shall and hereby agrees to pay the Lessor without demand, deduction, or setoff, at such place or places as the Lessor may designate from time to time in writing, rent in advance for said Leased Premises the sum of One Hundred Four Thousand Three Hundred Fifty-Five and no/100 Dollars (\$104,355.00) payable in monthly installments as follows

For the period from <u>March 1, 2010 to February 28, 2011</u>	<u>\$2,842.50 per month /</u>	<u>\$7.58 per sq. ft.</u>
For the period from <u>March 1, 2011 to February 29, 2012</u>	<u>\$2,898.75 per month /</u>	<u>\$7.73 per sq. ft.</u>
For the period from <u>March 1, 2012 to February 28, 2013</u>	<u>\$2,955.00 per month /</u>	<u>\$7.88 per sq. ft.</u>

said rental to be payable monthly in advance, on the first day of each successive month, at the office of Vortec Ventures, LLC, 11717 Burt Street, Omaha, NE 68154 or such other place as the Lessor shall direct.

- Security Deposit:** Contemporaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of Two Thousand Seven Hundred Thirty and no/100 (\$2,730.00) (transferred forward) as security for the performance by Lessee of each and every obligation hereunder to be performed by Lessee. In the event of any default by Lessee, Lessor may apply all or any part of such security deposit to cure the default or to reimburse Lessor for any sum which Lessor may spend by reason of such default. In the event of any such application or retention, Lessee shall, on demand, pay to Lessor the sum so applied, or retained, which shall be added to the security deposit, so that same shall be restored to its original amount. If, at the end of this lease term, Lessee shall not be in default of any provision under this Lease, the security deposit, or any balance thereof, shall be returned to the Lessee, without interest.
- Late Charge:** If the monthly rental is not received by Lessor on or before the 10th day of each month, Lessee agrees to pay Lessor a late charge in the amount of \$50.00 and if not received by Lessor on or before the 10th day of each month.
- Business Use:** The Leased Premises shall be used and occupied only for Sarpy County purposes and for no other purpose without written consent of Lessor. Lessee agrees continuously and uninterruptedly (except when prevented from doing so by reason of fire or other casualty) to conduct its business in the Leased Premises during the lease term and any extension thereof. Lessee agrees promptly to comply with all laws, ordinances, rules, and regulations affecting the Leased Premises and promulgated by duly constituted governmental authorities affecting the cleanliness, safety, use and occupation of the Leased Premises and any business thereon, and shall pay all costs involved in such compliance.
- Rules and Regulations:** Lessee covenants and agrees with Lessor that it will comply with all of the Rules and Regulations attached hereto as Tenant's Reference Guide.
- Common Areas:** Lessor agrees to provide at the building of which the Leased Premises are a part, a parking area, which parking area shall be for the non-exclusive use of the Lessee, all Lessee's of the Building, and their respective employees, agents, customers, and invitees.

For the purpose of this section and wherever else used in the Lease, the Common Areas shall include, but shall not be limited to, parking areas, sidewalks or other pedestrian walkways, landscaped areas, pick-up and delivery areas, streets and other public areas, designed for the common use and benefit exclusive of space in the building designated for rental to Lessee's for commercial purposes, as the same may exist from time to time.
- Use of Common Areas:** Lessor hereby grants to Lessee, its employees, agents, customers, and invitees, the non-exclusive right for and during the term of this lease, and any renewal thereof, to use the Common Area from time to time, such to be in common with Lessor and all Lessees of the Lessor.
- Rules and Regulations, Supervision and Management:** Lessor shall have the right, power and authority to establish and promulgate and thereafter change or modify all rules and regulations which it may, in its sole discretion deem necessary for the use of the Common Areas. All such Common Areas shall at all times be subject to the exclusive control and management of Lessor so that the Lessor will be in a position to make available efficient and convenient use thereof. Lessee agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Lessor shall have the right to construct, maintain and operate lighting facilities; to police from time to time, change the area, location and arrangement of the Common Area and facilities and accommodations thereof; to restrict employee parking to employee parking areas, to temporarily close all or any portion of the Common Areas or facilities to discourage non-customer parking; and to do and perform such other acts in and to said Common Areas and facilities, as in the exercise of good business judgment the Lessor shall determine in its sole discretion to be advisable with a view to the improvement of the convenience and use thereof.

13. Common Area Maintenance: In addition to the rent and other payments Lessee agrees to make under this Lease, Lessee agrees to pay monthly in advance Lessee's proportionate share, as determined hereinafter estimated by Lessor, the costs to operate, maintain and manage the common areas of the Property. Tenants pro rata share shall mean the percentage determined by dividing the square feet of the premises as shown in paragraph one by the number of total area of the Real Estate. The common area expenses shall include, without limitation, the cost of roof repairs, snow removal, security and fire control systems, equipping, lighting, painting, repairing, replacing, cleaning and heating and air conditioning enclosed areas, specifically including landscaping and gardening, parking lot, line painting, traffic control, sanitary control, liability and other insurance premiums, cost of all rentals of machinery equipment used in maintenance and operation, the cost of personnel to implement those services, to direct parking and to police the common areas, plus 10% of all the foregoing costs to cover the administrative costs relative to the operation of the common areas. Within 60 days after the end of each calendar year, Lessor shall give Lessee a statement of all costs and expenditures as enumerated in this Section and a determination of Lessee's proportionate share, the product of the mathematical equation obtained by multiplying the invoice amount by a fraction (I) the numerator being the total number of gross leasable square feet in the Lease Premises, (II) the denominator being the total number of square feet of the floor areas of all the Buildings in the Property (it is agreed that the Lessee's original proportionate share is 23%) This estimated rate will be \$2.75 per square/ year.

If the amount actually paid by Lessee is less than its proportionate share for that calendar year, the balance shall be paid within 30 days after the statement is sent to Lessee, or in the alternative, any payment made by the Lessee in excess of its share shall be credited to the next sums due from Lessee under this Section. The statement shall also contain a determination by Lessor of the monthly sum to be paid by Lessee during the succeeding months of the next calendar year, which determination shall be based in part on the statement of expense for the preceding year modified by any anticipated increases in the cost of those services.

14. Lessee's Repairs: Lessee agrees, at Lessee's expense, at all times to keep the Leased Premises and appurtenances thereto in good order, condition and repair, clean, sanitary and safe, including but not limited to the replacement of equipment, fixtures and all broken glass (with glass of the same size and quality) and shall in a manner satisfactory to the Lessor, decorate and paint the Leased Premises when necessary to maintain at all times a clean and slightly appearance. If Lessee refuses or neglects to commence any such repairs or replacements within five (5) days after written demand, then and thereafter Lessor may, but shall not be obligated to do so, make such repairs and replacements without liability to Lessee for any loss or damage that may occur to Lessee's stock or business by reason thereof, and, if Lessor makes such repairs, Lessee shall pay to Lessor, on demand, as additional rent, the cost thereof together with interest at the rate of ten percent (10%) per annum from the date of payment by Lessor, and all such cost and interest shall become due and payable on the rental payment date immediately following such completion. Lessee, at its expense, shall replace all glass including plate glass, other breakable materials used in structural portions and any interior and exterior windows and doors in the Leased Premises which may become damaged or broken.

15. Alterations: Lessee shall not attach any fixtures or other articles to any portion of the Leased Premises nor shall Lessee make any major alterations, additions, improvements or changes whatsoever therein without in each instance, first obtaining the written consent from the Lessor, and, in addition thereto, Lessee shall furnish such indemnification against liens, costs, damages and expenses as may be required by Lessor. All alterations, additions, improvements and fixtures (other than trade fixtures), which may be made or installed upon the Leased Premises shall remain upon and be surrendered with the Leased Premises as a part thereof, at the termination of this Lease, provided, however, that Lessor may request the removal of any thereof, at the cost and expense of Lessee.

16. Trade Fixtures: Lessee agrees, at Lessee's expense, to install all trade fixtures and such fixtures shall remain the property of Lessee. Upon the expiration of the tenancy hereby created, if Lessor so requests in writing, Lessee shall promptly remove any additions, fixtures, and installations placed in the Leased Premises by Lessee and repair any damage occasioned by such removal, all at Lessee's expense. All trade fixtures belonging to Lessee which are or may be put into the Leased Premises during the term hereof, whether exempt or not from sale under execution and attachment under the laws of the State of Nebraska, shall at all times be subject to a first lien in favor of Lessor for all rent, additional rent or other sums which may become due to Lessor from Lessee under this Lease.

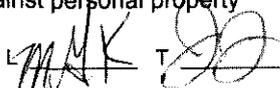
17. Liens: Lessee hereby agrees to promptly pay for any work done or material furnished in or about the Leased Premises and not to suffer or permit any lien to attach thereto and indemnify and hold harmless Lessor and the Leased Premises from any damages, costs, expenses, and liens relating thereto.

18. Utilities: Lessee shall make its own arrangements for the furnishing of water, sewer use fees, gas, electricity, heat, telephone, and any other required utility services to the Leased Premises and shall be solely responsible for the payment of all charges therefore. Lessor shall not be liable for any interruption in, or failure to supply any utility service. Metering costs to be Lessee's.

19. Liability Insurance:

- a. Lessor agrees to carry adequate fire and extended coverage including liability insurance on the building of which the demised premises are a part. The proportionate cost of such insurance is to be paid by the Lessee and the prorated cost shall be computed on the basis that the total gross leasable area of the Leased Premises bears to the total number of square feet of gross leasable area in the building per the formula described in Paragraph 13.
- b. If Lessee should change its operations in the demised premises subsequent to its initial use and occupancy, and thereby cause an increase in the premium for the fire and extended coverage insurance policy carried by Lessor (the premium for said policy having been based on such initial use and occupancy of Lessee), the amount of such increase in net annual premium shall be paid to Lessor by Lessee as additional rent annually upon demand and presentation of written evidence by Lessor, whether Lessor has consented to such change of operations or not.
- c. Lessee shall not permit any operation to be conducted in the demised premises that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by Lessor.
- d. Any insurance which may be carried by Lessor or Lessee against loss or damage to the building and other improvements situated on the demised premises shall be for the sole benefit of the party carrying such insurance under its sole control.
- e. Lessee shall maintain and keep in force public liability insurance in the amount of **\$1,000,000 combined single limit**. Lessee shall furnish Lessor a certificate of insurance.

20. Taxes on Lessee's Property: Lessee shall be liable for all taxes levied against personal property and trade fixtures placed by Lessee in or about the Leased Premises.



21. Real Property Taxes and Insurance Premiums:

- a. Lessor agrees to pay before they become delinquent all real estate taxes and special assessments lawfully levied or assessed against the above described premises; however, Lessor may, at its expense, contest and dispute the same and in such case the disputed item need not be paid until finally adjudged to be valid. Lessee's liability under this Section shall be to pay to the Lessor, as additional rent, within thirty (30) days of demand and presentation of photocopies of the tax statements and other written evidence by Lessor, the product of the mathematical equation obtained by multiplying the real estate tax by the Lessee's proportionate share as described in Paragraph 13.
- b. At Lessor's option, Lessee's proportionate share of all real estate charges and insurance expenses, described in Paragraph 19 (a), 21 (a), during the Lease term shall be paid in monthly installments on or before the first day of each calendar month in advance, in an amount estimated by Lessor.

22. Fire and Casualty Damage:

- a. If the demised premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.
- b. If the Leased Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Lessor does not elect to terminate this Lease as hereinafter provided, Lessor shall proceed at its costs and expense to rebuild or repair the Leased Premises. In the event (i) the Building in which the Leased Premises are located is destroyed or substantially damaged, (ii) the Building or the Leased Premises is destroyed or rendered untenable to an extent in excess of 50% of the total leasable floor area, (iii) the holder of a mortgage at the time of the casualty elects, pursuant to the mortgage, deed of trust or other lien, to require the use of all or part of Lessor's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, or (iv) the casualty occurs within the last 12 months of the term of this Lease, then Lessor may elect either to terminate this Lease or to proceed to rebuild and repair the Leased Premises. Lessor shall give written notice to Lessee of its election within 60 days after the occurrence of the casualty.
- c. Renovation: Lessor's obligation to rebuild and repair under this paragraph shall in any event be limited to restoring the Leased Premises to substantially the condition as it existed prior to the casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Lessee. Lessee agrees that promptly after completion of the work by Lessor, Lessee will proceed with reasonable diligence and at Lessee's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by or for Lessee.
- d. Continued Business Operations; Rate Reduction: Lessee agrees that during any period of rebuilding or repair of the Leased Premises, it will continue the operation of its business within the Leased Premises to the extent practical. During the period from the occurrence of the casualty until Lessor's restoration or repairs are completed, the minimum rent shall be reduced to the extent as may be fair and reasonable under the circumstances; however, there shall be no abatement of the other charges provided for in this Lease.

23. Waiver of Damage: Lessor shall not be responsible for, nor liable to, Lessee for any damage to the Leased Premises or to the Building in which the Leased Premises are situated nor for any delay in repairing or rebuilding or inability to repair or rebuild nor any other cause whatsoever beyond Lessor's control. All property of the Lessee and all property kept stored or maintained in or upon the Leased Premises, adjacent sidewalks, loading platforms or other Common Areas shall be at the sole risk of the Lessee.

24. Eminent Domain: If during the term of this Lease, all of the Leased Premises is taken for public or quasi-public purposes, this Lease shall terminate as of the date Lessee is required to deliver possession of the Leased Premises to the taking entity; but if only part of the Leased Premises is taken, this Lease shall cease only as to the part so taken and continue as to the part not taken, and the minimum rent shall be abated in the proportion that the floor area so taken bears to the total floor area of the Leased Premises. It is expressly agreed and understood that all sums awarded or paid for the taking of the Leased Premises, or any part of it, or for damages for any such taking, shall belong to Lessor, and are hereby assigned to Lessor, and Lessee shall have no interest in or claim to any such award or payment.

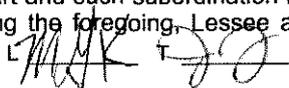
25. Assignment by Lessee: Lessee shall not assign or in any manner transfer this Lease or any interest therein, nor sublet the Leased Premises or any part or parts thereof, nor permit occupancy by anyone with, through or under it without the prior written consent of Lessor.

26. Entry by Lessor: Lessee agrees that Lessor, its agents, employees or servants, or any person authorized by Lessor may enter the Leased Premises for the purpose of inspecting the condition of the same and to make such repairs, additions, improvements, changes or alterations thereto or to the Building of which they are a part as Lessor may elect to make and to exhibit the same prospective purchasers of the Building. In which the Leased Premises are contained, and to prospective Lessee's and to place in and upon said Leased Premises at such places as may be determined by Lessor "For Rent" signs, or notices, at any time within ninety (90) days of termination of this Lease and Lessee undertakes and agrees that neither Lessee nor any person within Lessee's control will interfere with such signs and notices.

27. Holding Over: In the event Lessee remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and without the execution of a new Lease, it shall be deemed to be occupying the Leased Premises as a Lessee from month to month and shall pay as a monthly rent, two times the rent specified for this tenancy and such holding over shall be subject to and under and pursuant to all the other terms, conditions, provisions and obligations of this Lease in so far as the same are applicable to a month-to-month tenancy. If the Leased Premises are not surrendered at the end of the term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in so surrendering the Leased Premises, including, without limitation, any claims made by any succeeding Lessee founded on such delay.

28. Notices: All notices and demands required or permitted to be given under this Lease to Lessee shall be given in writing, be deposited in the United States Mail, certified and postage prepaid, and addressed to Lessee at the Leased Premises, whether or not Lessee has departed from, abandoned or vacated the Leased Premises. All notices and demands required or permitted to be given under this Lease to Lessor shall be given in writing, be deposited in the United States Mail, certified and postage prepaid and addressed Vortec Ventures, LLC, 11717 Burt Street, Omaha, NE 68154 or such other address as Lessor may give to Lessee in writing from time to time.

29. Subordination: Lessee agrees that this Lease is, and shall be subordinate to any mortgage, deed of trust or any other hypothecation for security which has been or which hereafter may be placed by the Lessor upon said Leased Premises or the land or building of which the Leased Premises are a part and such subordination is hereby effective and self-operative without any further act by Lessee. Notwithstanding the foregoing, Lessee agrees to



execute upon demand, any and all further documents or instruments in addition to this Lease to this Lease, which may be deemed necessary or desired to effectuate such subordination.

30. Default by Lessee: All covenants and agreements herein made and obligations assumed are to be construed also as condition and these presents are agreed to upon the express condition that if Lessee should fail to pay when due any of the aforesaid installments of rent, additional rent or late charges, or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by Lessee, or if Lessee shall become insolvent, or bankrupt, recast or modify Lessee's debts or obligations or delay payment thereof or if any assignment be made of Lessee's property for the benefit of creditors then and thenceforth, in any said events this Lease may be forfeited and thereby becomes null and void at the option of the Lessor and the Lessor may immediately or at any time thereafter reenter said Leased Premises, or any part thereof in the name of the whole or repossess and have the same as of Lessor's former estate and remove there from all goods and chattels not thereto properly belonging, and expel said Lessee and all other persons who may be in possession of said Leased Premises and that, too, without demand or notice. It is agreed however, that the monthly installment of rent provided for above shall not be deemed in default until five (5) days after written notice of default has been given to Lessee, and that no default shall be declared for the failure to perform or observe any of the other covenants, agreements or obligations made or assumed by the Lessee until said Lessee is given notice in writing of such breach, and shall fail to perform the agreement called for, or remove the default, within five (5) days after mailing of such notice by Lessor.

In the event Lessor shall exercise the aforesaid option to terminate, he shall be entitled to receive from the Lessee thereafter the difference in rental, herein reserved for the unexpired portion of the term, each monthly difference being a separate cause of action, which may or may not be accumulated and joined in one action at Lessor's option. This right so reserved by the Lessor and granted by Lessee constitutes an essential part of the consideration for the Lessor's agreement to lease the said Premises to Lessee, and the said reserved right may be exercised in any of the contingencies provided for by this Lease, that is to say for the violation and non-observance of any of the undertakings to be kept, observed, or performed by the Lessee, its successors, or assigns.

31. Not Joint Venture, Etc.: Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the payment of additional rent nor other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

32. Strict Performance: The failure to insist upon strict performance by Lessee of any of the covenants, conditions and agreements of this Lease shall not be deemed a waiver of any of Lessor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Lessee of any of the covenants, conditions and agreements of this Lease. No surrender of the Leased Premises shall be accomplished by Lessor's acceptance of rental by any other means whatsoever unless the same be evidenced by Lessor's written acceptance of such as a surrender.

33. Lessor Not Responsible for Delays: Whenever a period of time is herein provided by Lessor to do so or perform any act or thing, Lessor shall not be liable or responsible for any delays due to strikes, riots, Acts of God, shortages of labor or materials, national disasters, or any other cause not dissimilar to those enumerated, beyond Lessor's reasonable control.

34. Peaceable Surrender: Lessee, upon expiration or termination of this Lease, whether by lapse of time or otherwise, agrees peaceably to surrender to Lessor the Leased Premises, including the alterations, additions, improvements, changes and fixtures other than Lessee's movable trade fixtures, in broom-clean condition and in good repair, except for Acts of God and ordinary wear and tear. Lessee agrees at Lessor's request to remove Lessee's trade fixtures upon any such expiration or termination and repair all damages to the Leased Premises caused by such removal. Lessee shall also surrender all keys for the Leased Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combination locks, safes, and vaults, if any, on the Leased Premises.

35. Additional Construction: Lessor hereby reserves the right at any time to make alterations or additions to, and to build additional stories on the Building in which the Leased Premises are contained and to the construction adjoining or adjacent to same which are herein referred to as "Building".

36. Estoppel Certificates: Lessee, from time to time upon written request from Lessor, agrees to execute, acknowledge and deliver to Lessor, in form reasonably satisfactory to Lessor and/or Lessor's mortgagee, a written statement certifying that Lessee has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Lessor is not in default hereunder, the date to which the rent and other amounts payable by Lessee have been paid in advance, if any, and such additional facts as reasonably may be required by Lessor or Lessor's mortgagee. Lessee understands and agrees that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the Leased Premises and their respective successors and assigns.

37. Waiver of Claims: Each party hereto hereby waives any and all claims for recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents or employees) for or with respect to any loss of or damage to such waiving party's property which is insured under valid insurance policies, to the extent of any recovery actually collectible under such insurance policies, whether or not such loss or damage is caused by the negligence of such other party or such other party's agents, employees, subtenants, concessionaries or licensees or of any other person or persons for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only when permitted by the applicable insurance policy.

38. Cumulative Rights: The rights, options, elections and remedies of Lessor contained in this Lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or any additional right, priority or remedy allowed or provided by law.

39. Time of Essence: Unless otherwise specifically provided herein, time is of the essence of this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.

40. Lessor's Right to Cure Default: Lessor may, but shall not be obligated to, cure at any time, without notice, any default by Lessee under this Lease; whenever Lessor so elects, all costs and expenses incurred by Lessor in curing a default, including without limitation reasonable attorney fees, together with interest on the amount of costs

and expenses so incurred at the rate of fifteen percent (15%) per annum, shall be paid by the Lessee to the Lessor on demand.

41. Lessor's Expenses: In the event any legal proceeding shall be brought for the recovery of possession of the Leased Premises, for the recovery of rent, or for any other amount due under the provisions of this Lease, or by reason of any breach of any of the covenants herein contained, on the part of Lessee to be kept or performed, such breach being established, Lessee shall pay the Lessor all expenses incurred therefore, including reasonable attorney fees.

42. No Right of Set-Off: No default or claim of default on the part of the Lessor shall entitle Lessee to withhold any sums due under the provisions of this Lease. Lessee acknowledges and agrees that it has waived any remedy permitting it to withhold rent or to claim an off-set against such rent in the event of any claim breach on the part of the Lessor.

43. Entire Agreement: Lessor and Lessee hereby agree that this Lease shall be governed by and interpreted pursuant to the laws of the State of Nebraska. Lessor and Lessee further agree that this Lease as written, including any exhibits, represent the entire agreement between the parties hereto and that there are not other agreements, written or verbal, between the parties hereto pertaining to the Leased Premises or to the subject matter thereof and that all prior agreements, negotiations and understandings are hereby merged in this Lease. This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

44. Additional Provisions:

1. Lessee agrees to pay up to One Hundred dollars (\$100.00) per occurrence for HVAC repairs. Lessor agrees to pay for the amounts in excess.
2. Exhibit A – Floor Plan
3. Exhibit D – Exterior Sign Specifications

45. Renewal Option: Lessee has the option to renew the Lease for additional two (2) – one (1) year terms with 1.5% annual increases on the same terms and conditions of this Lease. Tenant will notify Landlord of its written notice of such election at least one hundred and eighty (180) days prior to the expiration of the existing term hereof.

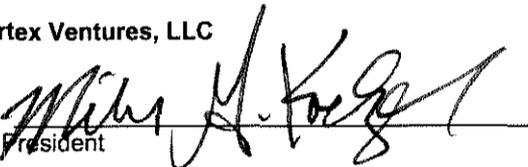
46. Residency Verification: Lessor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Lessor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Lessor is an individual or sole proprietorship, the following applies:

1. The Lessor must complete the United States Citizen Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Lessor indicates on such attestation form that he or she is a qualified alien, the Lessor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Lessor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Lessor understands and agrees that lawful presence in the United States is required and the Lessor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Lessor:

Vortex Ventures, LLC

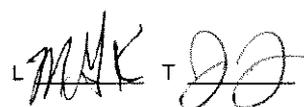
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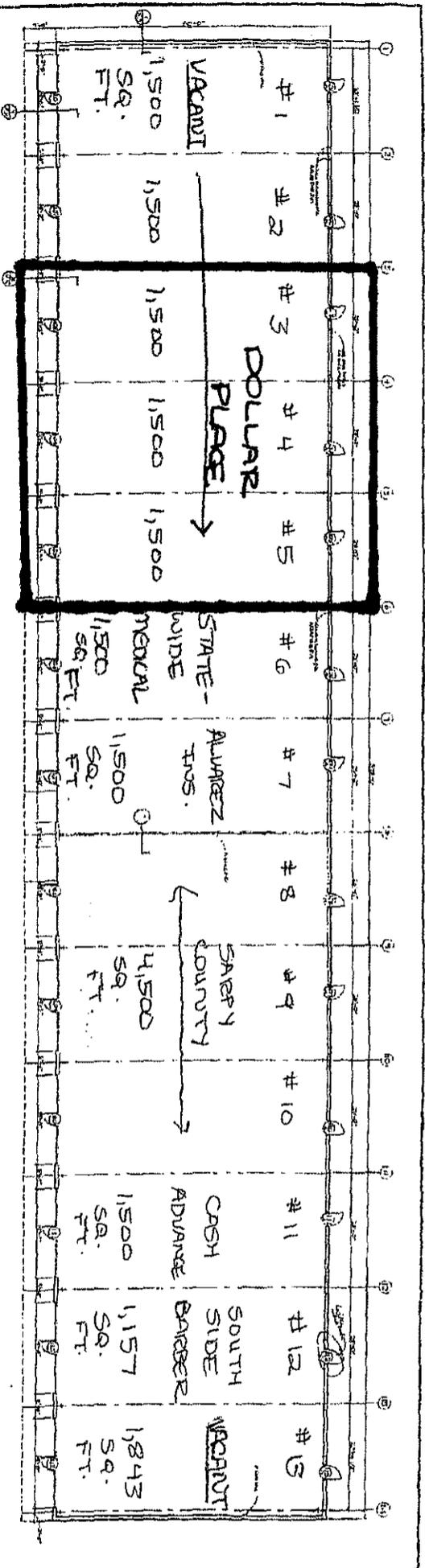
President

Lessee:

Sarpy County on behalf of Nebraska State Probation Office

By: 



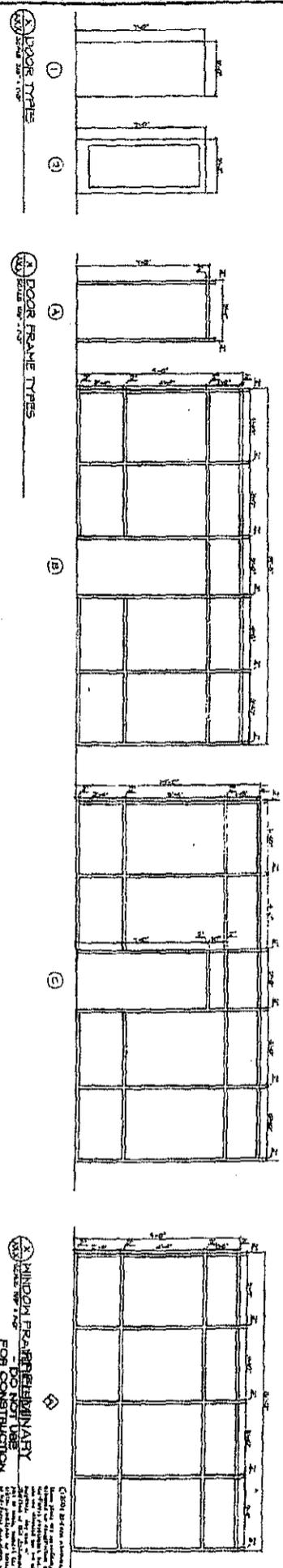


FLOOR PLAN

DOOR AND FRAME SCHEDULE

ROOM	NO.	HGT.	DOORS			FRAMES			SERIALS			REMARKS
			TK	HT	TY	HT	TK	HT	TY	HT	TY	
101	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
102	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
103	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
104	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
105	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
106	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
107	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
108	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
109	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
110	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
111	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
112	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
113	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
114	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
115	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
116	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
117	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
118	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
119	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
120	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
121	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
122	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
123	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
124	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
125	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
126	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
127	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
128	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
129	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
130	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
131	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
132	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
133	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
134	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
135	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
136	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
137	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
138	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
139	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
140	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
141	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
142	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
143	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
144	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
145	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
146	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
147	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
148	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
149	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	
150	1	7'-0"	1	36"	1	36"	1	36"	1	36"	1	

EXHIBIT A



[Handwritten signature]

EXHIBIT "B" SIGN CRITERIA

This criteria has been established for the purpose of assuring an outstanding shopping center and for the mutual benefit of all tenants. Conformance will be strictly enforced and any nonconforming installation or unapproved sign must be brought into conformance at the expense of the Tenant.

General Requirements

1. Signs must be store and business name identification signs only and shall be placed on the building façade in the location approved by Owner's consent and discretion. Sign copy shall be limited to the proper business name of the Tenant. No script will be permitted unless it is part of an established trademark of Tenant. Tenant shall have their exterior sign installed within 60 days of starting business.
2. All signs and their installation shall comply with all local building and electrical codes.
3. Wording on signs shall not include the product sold except as part of Tenant's trade name or insignia.
4. Tenant is required to maintain its signs in good working order at all times. At installation and upon the termination of the Tenant's Lease, the Tenant will remove its sign and repair any damaged EIFS (Exterior Insulation Finish System) or other damage caused by the sign to a condition acceptable to the Owner. All repairs to exterior EIFS must be performed by an EIFS contractor acceptable to the Owner and all penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent EIFS finish.
5. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors, storefront, upon the exterior walls of the building, or within 24 inches of the show or storefront windows. By approval of Landlord, these things may be done.
6. Each Tenant who has a non-customer door for receiving merchandising may have, as approved by the Owner, in 2-inch high block letters, the Tenant's name and address. Where more than one Tenant uses the same door, each name and address shall be applied. Color of letters will be as selected by the Owner.
7. No can, box, exposed skeleton neon, non-illuminated, audible, flashing or animated signs shall be allowed. No signs with the face perpendicular to the face of the building or storefront shall be allowed. No exposed lamps, transformers, tubing, raceways, crossover, conductors or conduit shall be allowed.
8. Subject to Owner's specific approval, registered corporate logos, shield, etc., will be permitted provided they are contained within the designated signable area, comply with these sign specifications and conform to the applicable height, width and color allowance as outlined.
9. Revisions to or deviations from these specifications and conditions, including re-allocation or relocation of assigned signable area shall be at Owner's sole discretion.
10. Landlord shall install on the storefront the numbers for the street address and/or suite number in the exact location, size, type and color as required by the Owner.

Sign Manufacturing Requirements

1. Only sign vendors approved by the Owner shall be allowed to manufacture and install all exterior signage.
2. Tenant shall be liable for the operations of Tenant's sign contractor.
3. All signs shall be construed and installed, including electrical hook-up from Tenant's meter, at Tenant's expense.
4. No projections above or below the sign limits will be permitted. Signs must be within limits indicated.
5. Signs must not exceed 24" in height. The depth from the back of the sign to the face shall be a maximum of five inches. If text is stacked due to restricted length, each line of text must be no less than 12" in height with overall signage height not to exceed 24".
6. Signs shall consist of individually and internally illuminated pan channel letters with a 1" trim cap and mounted to 8" high x 8" deep raceways. Raceways shall be required to be painted to match the building façade. The color of the returns shall be approved by the Owner. Letter fastening clips are to be concealed and be of galvanized stainless or aluminum metals.
7. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an inconspicuous location.
8. The width of Tenant's fascia sign shall not exceed 75 percent of the width of Tenant's bay and shall be centered vertically and horizontally on the allocated sign area. The area of the sign shall not exceed .75 square feet per linear foot of sign band per bay.
9. Access to the building fascia (for Tenant sign installation purposes) shall be from the Tenant space across the soffit.



10. Individual illuminated channel letters shall be constructed out of aluminum with 5" returns and 1/4" weep holes in the bottom of each letter.
11. Plexiglas faces shall be 3/16" thick and Owner shall approve color. Trimcap to be 1" wide and color shall be approved by Owner.
12. Each channel letter and transformers to be wired behind the mounting surface.
13. Midpoint grounded installations shall not be acceptable.
14. All signs must be UL approved. All transformers must comply with NEC Article 600-23 and UL's 2161 specifications per the City of Omaha's electrical code. These transformers are also known as Ground Fault Protected Transformers. 60 MA transformers shall use all mercury (argon gas) tubing. 30MA transformers may be used on red (neon) tubing.

Submittals and Approval

1. Signs must be approved by the Landlord before manufacturing is begun or permits are executed and will be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on aesthetics or design shall remain the sole right of Landlord.
2. Approval of sign drawings for the Premises does not constitute approval of manufacturing and installation. Landlord's written approval of Tenant's proposed sign drawings is required.
3. Tenant shall submit drawings and specifications for all proposed sign work to Landlord before fabrication. Four (4) sets of detailed drawings and any other requirements shall be submitted to Landlord. The drawings shall clearly show location, size, layout, method of attachment, design, colors, proposed graphics, logos, and position of sign on the building elevation. Tenant should note that approval may take two or more weeks.
4. Owner shall return one (1) set of the sign drawings to the Tenant marked "Approved" "Approved as Noted," or "Disapproved". Drawings marked "Approved" or "Approved as Noted" and returned to Tenant shall need to obtain any applicable sign permit from the City of Bellevue. The City of Bellevue will not approve the sign permit without a drawing marked with Owner's approval. Drawings that have been marked as "Disapproved" are to be redesigned and resubmitted to the Owner for approval. The Owner will retain one (1) set of drawings.
5. No signage shall be manufactured or installed until the Owner has marked the drawings with "Approved" or "Approved as Noted" and has returned the drawings.
6. All permits for signs and their installation shall be obtained by the Tenant or Tenant's representative and shall be signed by the Owner prior to being sent to the City of Bellevue.

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



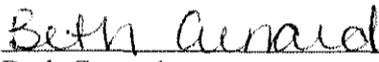
Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: Lease for Probation Office

On February 2, 2010 the Board will be asked to approve a lease agreement for Sarpy County on behalf of Nebraska State Probation Office. The State Probation Office has been located at Star Park Plaza since January, 2006. The proposed lease is for a three year period from March 1, 2010 until February 28, 2013 with two, one year options. The lease has 2% annual increases for the rental period and 1.5% annual increases for the option years. Besides compensation and term, all other conditions remain the same. The Probation Office has been very satisfied with their current lease arrangements.

If you have any questions, please feel free to contact me.

January 25, 2010


Beth Cunard

cc: Mark Wayne
Scott Bovick
Deb Houghtaling
Mike Smith
Jodi York
Brian Hanson
Debby Peoples