

# STATE OF NEBRASKA

Dave Heineman  
Governor

NEBRASKA LIQUOR CONTROL COMMISSION  
Hobert B. Rupe Executive Director  
301 Centennial Mall South, 5th Floor  
P.O. Box 95046  
Lincoln, Nebraska 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814  
TRS USER 800 833-7352 (TTY)

May 20, 2011

LEXINGTON CITY CLERK  
PO BOX 70  
406 E 7TH ST  
LEXINGTON NE 68850 0070

Dear Clerk  
:

The below licensee has requested an **ADDITION:**

LICENSE #: I-85496  
LICENSEE NAME: SAN PEDRO INC.  
TRADE NAME: SAN PEDRO MEXICAN RESTAURANT  
ADDRESS: 2307 PLUM CREEK PARKWAY  
CITY/COUNTY: LEXINGTON / DAWSON  
PHONE: 308-324-7265

**OLD DESCRIPTION:** ONE STORY BLDG APPROX 66FT X 30FT

**NEW DESCRIPTION:** ONE STORY BLDG APPROX 66FT X 30FT W/ SIDEWALK CAFÉ TO THE EAST APPROX 30FT X 16FT.

Please present this request to your city/village/county board and send us a copy of their recommendation.

If recommendation of denial or no recommendation is made, the Commission has no alternative but to cease processing this request.

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION

  
Randy Seybelt  
Licensing Division

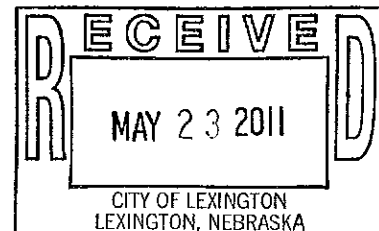
rs

cc: file

Janice Wiebusch  
Commissioner

Bob Batt  
Chairman  
*An Equal Opportunity/Affirmative Action Employer*

Bryan Tuma  
Commissioner



# APPLICATION FOR ADDITION TO LIQUOR LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

Office Use	RECEIVED
	MAY 11 2011
	NEBRASKA LIQUOR CONTROL COMMISSION

### Application:

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- Must include a copy of the lease or deed showing ownership of area to be added
  - This is still required even if it's the same as on file with our office
- Must include simple sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), direction north. No blue prints.
- May include a letter of explanation

RS

LIQUOR LICENSE #	05496
LICENSEE NAME	SAN PEDRO, INC.
TRADE NAME	SAN PEDRO MEXICAN RESTAURANT
PREMISE ADDRESS	2307 PLUM CREEK PARKWAY
CITY	LEXINGTON, NE 68850
CONTACT PERSON	HEATHER SWANSON-MURRAY
PHONE NUMBER OF CONTACT PERSON	308-234-1966

### Complete the following questions:

- 1) Are you adding on to your building?  Yes  No
- Include a sketch of the area to be added showing:
    - existing building
    - outside dimensions (in feet)
    - direction north
- 2) Are you adding an outdoor area?  Yes  No

### If an outdoor area (check one of the following)

012.07 "Beer garden" shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises. (examples may include, but are not restricted to sand volleyball, horseshoe pits...)

OK 7005  
45-mm

received



012.08 "Sidewalk cafe" shall mean an outdoor area included in licensed premises, which is used by a restaurant or hotel with a restaurant license, for the service of meals as well as alcoholic liquors, and which is contained by a permanent fence, wall, railing, rope or chain, defining the licensed area, provided that one open entrance not to exceed eight (8) feet shall be allowed.

What type of permanent fencing will you be using? WOOD FENCING AND RAILING

- Include a sketch of the area to be added showing:
  - existing building
  - outside dimensions (in feet)
  - direction north

RECEIVED

MAY 11 2011

NEBRASKA LIQUOR  
CONTROL COMMISSION

JOSE DE JESUS BRAVO

Print Name of Signature

*J. Bravo*

Signature of Licensee or Officer

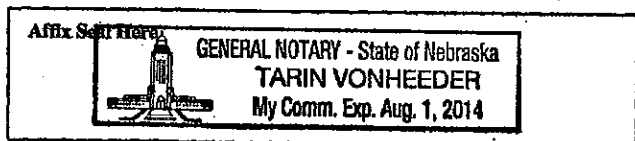
State of Nebraska

County of Buffalo

The forgoing instrument was acknowledge before me this 4/12/11 Date

*Tarin Vonheeder*

Notary Public Signature





**YEAGLEY SWANSON MURRAY, LLC**

ATTORNEYS AT LAW  
2029 CENTRAL AVENUE  
P.O. BOX 1419  
KEARNEY, NE 68848-1419  
Phone: 308-234-1966  
Fax: 308-234-1482

MARMION F. YEAGLEY  
HEATHER SWANSON-MURRAY  
JOHN M. JENSEN

May 10, 2011

State of Nebraska  
Nebraska Liquor Control Commission  
P.O. Box 95046  
Lincoln, NE 68509-5046

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MAY 11 2011

NEBRASKA LIQUOR  
CONTROL COMMISSION

RE: Application for Addition to Liquor License for Liquor License No. 85496

To Whom It May Concern:

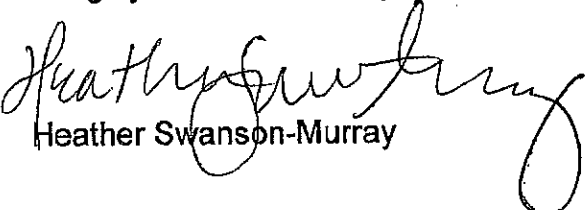
Enclosed please find an Application for Addition to Liquor License for license number 85496 for San Pedro, Inc. operating as San Pedro Mexican Restaurant in Lexington, Nebraska. San Pedro, Inc. would like to add a sidewalk cafe area to their existing license area. This area will be 30' x 16' in dimensions, enclosed with wooden fencing and include a roof enclosure. The purpose of this outdoor addition is to extend the food and beverage service areas. There will be one entrance to this area from the existing licensed area and one gate in the fencing for exit access.

Enclosed with this letter and the Application for Addition to Liquor License is a simple sketch showing the existing license area and the area to be added as well as a copy of the lease for this premises. Lastly, enclosed is a check in the amount of \$45 for and as your processing fees for this matter.

Should you require any additional information, please do not hesitate to contact the undersigned.

Yours truly,

Yeagley Swanson Murray, LLC

  
Heather Swanson-Murray

HSM/tjv  
Enclosures

## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between the following parties and upon the following terms and conditions:

### (1) Parties

The parties to this agreement, hereinafter referred to as LANDLORD and TENANT, respectively are:

1.1 LANDLORD: Wilkinson Development, Inc.  
P.O. Box 905, 202 North Dewey St.  
North Platte, NE 69103  
308-532-3090

1.2 TENANT: San Pedro, Inc.  
Jose De Jesus Bravo  
3907 Central Avenue  
Kearney, NE 68847  
308-238-0092

### (2) Premises

LANDLORD hereby leases to TENANT the following described real property located in Dawson County, Nebraska, to-wit:

That certain commercial building which is located at  
2307 Plum Creek Parkway, South Highway 283, Lexington, NE 68850

### (3) Term

The term of this lease shall be as follows:

3.1 Date of Beginning of Base Term: December 1, 2008  
Date of Termination of Base Term: November 30, 2011

### (4) Rental

The rental to be paid by TENANT to LANDLORD, the place of payment of the same and the date of the payment of the same shall be as above written:

4.1 Amount of Base Rental: Thirty-Six Month Base Term the total sum of \$63,000.00 payable monthly as follows: First months rent and deposit due at signing of this Lease. If TENANT signs both Lexington and Alliance Lease concurrently there will be no additional rent due until April 1, 2009

December 1, 2008 through January 31, 2009, the sum of \$0.00 per month.  
February 1, 2009 through November 30, 2009, the sum of \$1,800.00 per month.  
December 1, 2009 through November 30, 2010, the sum of \$1,850.00 per month.  
December 1, 2010 through November 30, 2011, the sum of \$1,900.00 per month.

4.2 Place of payment: Wilkinson Development, Inc., P.O. Box 905, 202 North Dewey St., North Platte, NE 69103, or such other place as LANDLORD may designate upon notice to TENANT.

4.3 Security Deposit: The sum of Eighteen Hundred and No/100 Dollars (\$1,800.00) to be held by Landlord. Upon execution of this Lease, Tenant shall deliver to Landlord the Security Deposit of \$1,800.00 as security for the performance by Tenant of its obligations under this Lease. Landlord may apply all or any portion of such security deposit in payment of an obligation of Tenant if Tenant fails in its performance. Landlord shall not be required to pay interest on the Security Deposit or to keep such Security Deposit separate from its general accounts. If Tenant discharges and fully performs its obligations under this Lease, Landlord shall return Security Deposit to Tenant upon the expiration of this Lease.

4.4 Dates of Payments: On the first day of each month during the base term, beginning December 1, 2008.

4.5 Late Fee: There will be a \$200.00 late fee for monthly rental paid after the 10<sup>th</sup> of the month which the rent is due.

(5) Utilities and Trash Removal

5.1 The TENANT agrees to pay all utilities servicing said premises. TENANT shall also be responsible for trash removal and maintaining the exterior lot litter free.

(6) Maintenance of Premises

6.1 LANDLORD warrants at commencement of Lease walk-in cooler/freezer, heating and air conditioning, water heater, hood system, water and sewer main lines, and parking lot lights. TENANT shall at its own expense maintain the interior of the leased premises, including all plumbing, air-conditioning, heating and other improvements, door and door frames, casings and hardware thereon, during the term of this Lease including filters, light bulbs, windows, air conditioning and heating. TENANT shall also be responsible for any exterior lighting and parking lot maintenance. If City of Lexington does not seed area at front of building along frontage it will be done at LANDLORD's expense.

6.2 TENANT shall at its own expense meet any and all fire and safety and health code requirements throughout the terms of this lease.

6.3 LANDLORD shall maintain in good repair all exterior parts of the demised premises including the roof, exterior walls, foundations, support of floors, ceilings, drain spouts, sidewalks, driveways, window casings and frames, plate glass therein (unless breakage thereof is due to negligence of TENANT, its employees or customers while conducting business inside the building), underground plumbing, water lines, gas lines and underground electrical lines. The LANDLORD shall be solely responsible for all structural defects and damage. The TENANT shall be solely responsible for the decoration of the interior of said premises in such manner as it may deem suitable for its occupancy. After the first two months rent LANDLORD agrees to spend up to \$2,500.00 patching existing asphalt parking lot.

(7) Tenant Requirements

7.1 All personal property in the leased premises shall be at the risk of the TENANT only and the LANDLORD shall not be or become liable for any damage to personal property, to said premises or to said TENANT or to any other persons or property caused by water leakage, steam, sewage, gas or odors or for any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes or any fixtures, equipment or appurtenances whatsoever, or for any damage occasioned by water, snow, or ice, being up or coming through the roof, skylight, trapdoor, or otherwise, or for any damage arising from any act or neglect of other tenants, occupants, or employees of the building in which the leased premises are situated or arising by reason of the use of or any defect in the said building or any of the fixtures, equipment, or appurtenances therein, or by the act or neglect of any other person or caused in any other manner whatsoever.

7.2 In the event the improvements or any part thereof shall be destroyed or damaged by fire, superior force or any other unavoidable casualty, and the operation of the TENANT'S business is materially interfered with, then a just and proportionate part of the rents hereby reserved shall abate during such time as said premises are unfit for occupancy. In the event of damage to said premises from any cause whatever rendering the same totally untenable (defined as such loss as shall result in insurance reimbursement of 50% or more of the insurance coverage maintained upon said premises or the building in which they are situated) this lease shall be considered terminated and at an end. Provided, however, that, LANDLORD may, instead, elect to reconstruct said premises, in which event all provisions of this agreement shall continue in force, provided such option is exercised by notice in writing given to TENANT within 30 days of the date of such loss. In the event LANDLORD exercises said option, repair of said premises shall be proceeded with as promptly after the exercise of said option as possible and shall be continuously and expeditiously pursued. No rental shall be payable from TENANT during such period while said premises remain untenable.

7.3 The TENANT or any of its assignees or subtenants shall have the right at its own expense to make any non-structural alterations, improvements or additions to the interior of the demised premises that it shall deem expedient to the better conduct of its business or business of its assignees or subtenants, provided such alterations, improvements or additions are made in accordance with the requirements of local ordinances and public authority having jurisdiction thereover and provided that the value of the property shall not be diminished thereby. All such work shall be done in a first class and workmanlike manner. In making alterations or improvements the TENANT may remove and/or salvage any material or equipment which shall be removed or replaced at any time during the term hereof or any extension hereof, or at a reasonable time thereafter. Prior to making any exterior alterations or improvements or additions to the demised premises TENANT shall obtain LANDLORD'S written approval on plans and specifications.

7.4 TENANT shall be responsible for snow removal on all sidewalks and driveways, mowing and landscaping of entire lot around the leased premises.

7.5 TENANT agrees to provide a copy of any licenses needed to operate their business.

(8) Inspection

8.1 LANDLORD shall have the right upon 24 hours notice to TENANT, to go upon said premises at reasonable times and hours and inspect the same, for the purpose of ascertaining compliance with the terms of this agreement by TENANT and for undertaking any repair which is the obligation of LANDLORD. If there is an emergency LANDLORD does not need to notify TENANT to gain access.

(9) Claims of Third Parties

9.1 TENANT shall indemnify LANDLORD and hold LANDLORD harmless from any and all successful claims of third parties arising from the sole conduct of TENANT upon said premises or the management of the business conducted by TENANT upon said premises, or otherwise arising by reason or any proven negligence of TENANT, TENANT'S agent or employees. Any damage to said premises or the building in which the same are situated resulting from the negligence of TENANT, or TENANT'S agents or employees shall be the liability of TENANT to LANDLORD, or shall be repaired by TENANT.

(10) Use of Premises

10.1 TENANT shall utilize said premises for the operation of a restaurant and related activities associated therewith, and for no other purpose without the written consent of LANDLORD; and TENANT shall neither engage in nor permit any activity thereon in violation of the ordinances of the City of Lexington, or the laws of the State of Nebraska, Federal or Municipal Statute, regulation, or ordinance governing the same and shall otherwise in its occupancy of said building, comply in all respects with the governing statutes and ordinances including the prompt removal of all obstructions or hazards of any nature from the sidewalk and all parking areas on the premises; neither will TENANT utilize said premises for any purpose which would result in the increase of the rate of insurance thereon or for any purpose tending to injure the reputation of the premises or the LANDLORD or to disturb tenants of adjoining premises or to otherwise create a nuisance in the neighborhood.

(11) Assignment

11.1 This lease and the agreements herein contained may be assigned by LANDLORD or utilized as security by LANDLORD without the consent of TENANT. TENANT may not assign, sublet or permit occupancy of said premises by third persons without the prior written consent of LANDLORD.

(12) Liability of LANDLORD

12.1 LANDLORD shall not be liable to TENANT for any damage occasioned to the property of TENANT from the water, electricity or gas supplied to said premises or otherwise, in any manner, from the plumbing thereof, or from fire, structural failure or loss from natural causes sustained upon said premises, unless the same shall be directly attributable to the negligence of LANDLORD or LANDLORD'S agents.

(13) Insurance

13.1 TENANT shall carry such insurance upon the interior of said premises and for any damage inflicted to said building by an instrumentality or equipment utilized in said building and under the control of TENANT; and LANDLORD shall maintain such insurance upon said building, insuring the same against the common risks.

13.2 TENANT shall carry general liability insurance and liquor liability shall be included with limits of at least \$500,000.00 per occurrence and \$1,000,000.00 general aggregate, and that said insurance shall contain the name of LANDLORD as an additional insured, as the same relates to the leased premises or the use or utilization of the subject premises by TENANT and its agents, servants, employees, customers, and clients. TENANT shall provide proof of insurance to LANDLORD on an annual basis or when there is a change in insurance carriers.

(14) Covenants of LANDLORD

14.1 LANDLORD covenants that LANDLORD is the owner in fee of the premises forming the subject matter of this lease and that TENANT shall have peaceful and quiet enjoyment of said premises throughout the term of this lease.



14.2 Nothing herein contained shall create a partnership or joint venture between the LANDLORD and TENANT or render either party in any way responsible for debts, losses or obligations of the other as the relationship herein created is solely that of LANDLORD and TENANT.

(15) Default

15.1 Upon the occurrence of any event of default LANDLORD may, in addition to any other remedy or right given by law, terminate this lease by service of written notice of such termination upon TENANT and thereupon enter upon said leased premises, or any part thereof upon the date specified in such notice and retake possession of said premises.

15.2 Each of the following shall be deemed an event of default:

15.2.1 Default in the payment of rental provided herein for a period of ten (10) days.

15.2.2 Breach by TENANT of any of the covenants or other obligations of TENANT set forth herein, and failure by TENANT to remedy such breach in full upon 15 days notice in writing thereof given by LANDLORD.

15.2.3 Abandonment of said premises by TENANT.

15.2.4 The making of an assignment by TENANT for the benefit of creditors or the filing by TENANT or against TENANT of a petition in bankruptcy, the filing of any petition against TENANT for the foreclosure of any judgment lien against said leasehold, or the levy of any writ of execution upon said leasehold.

15.2.5 Acceptance by LANDLORD of any rental payment after its due date shall not constitute a waiver as to the time of making of future rental payments.

(16) Payment of Taxes

16.1 LANDLORD shall pay real estate, special assessment taxes levied or assessed against the leased premises.

16.2 The TENANT shall pay all taxes assessed against personal property placed by it in the demised premises.

(17) Redelivery of Possession

17.1 Upon the expiration of the base term herein set forth, or upon termination of this lease in any manner herein provided, TENANT will surrender possession and occupancy of said premises to LANDLORD without any other or further notice than the terms of this lease.

(18) Time of the Essence

18.1 Whenever any periods of time are provided for in the lease, it is agreed that time is an essential element of the same.

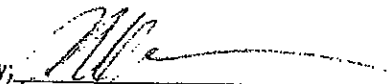
(19) General

19.1 The TENANT at TENANT'S option may erect on the premises outside signs of color, type or design selected by TENANT to be located on said premises as specified by the TENANT, provided the TENANT shall first obtain LANDLORD'S approval of such signs, which approval shall not be unreasonably withheld.

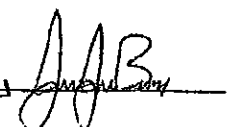
This agreement shall extend to and be binding upon the heirs, personal representatives and assigns LANDLORD and of TENANT.

Dated this 3 day of December, 2008.

Wilkinson Development, Inc.

by:   
Mark D. Wilkinson, President

San Pedro, Inc.

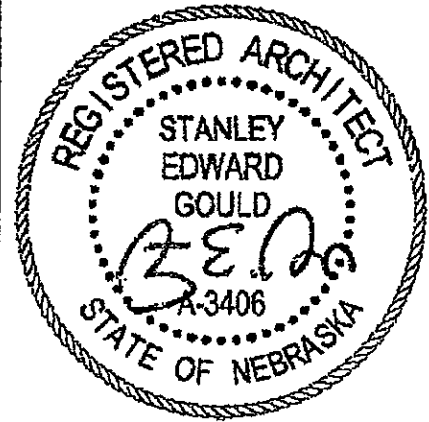
by:   
San Pedro, Inc.





ON KEY NOTES

- ING 8" CMU WALL
- ING WINDOWS
- ALUMINUM FRAME AND 3'-0" x 7'-0" ALUMINUM DOOR WITH INSULATED GLASS -
- AND REMOVE EXISTING WINDOW AND CMU WALL - PATCH CMU AT JAMB AND SILL.
- RE INSTALLING SIDE WINDOWS AND DOOR
- 4 x 4 POST - SIMPSON ABU44 POST BASE W/3/4" x 12" A.B. & 2 1/2" THRU BOLTS
- ON AC4 POST CAP AT TOP OF 4 x 4 POST - MAX UPLIFT NAILING
- ED 2 x 6 RAILS WITH 3" SPACES BETWEEN - SET 3" ABOVE CONCRETE SLAB
- L ROOF TO MATCH BUILDING ROOF OVER 30# FELT & 5/8" PLYWOOD SHEATHING
- L ROOF HIP CAP
- DIAGONAL WOOD BRACE NAILED TO BACK OF 2 x 6 RAILS
- 1/4" DIAMETER x 42" DEEP POST FOUNDATION WITH 2 - # 4 VERTICAL
- REINFORCED CONCRETE SLAB WITH COLOR TINT CHOSEN BY OWNER -
- CUT AROUND COLUMNS AND AS SHOWN ON FLOOR PLAN - SEAL SAWCUT JOINTS
- 3/4" x 9-1/4" MICROLAM BEAM - TYP. @ 4 PLACES
- BRANE OR HOT ASPHALT ROOF OVER 5/8" PLYWOOD SHEATHING - SLOPE
- RAIN TO ALL SIDES
- FLASHING AT ROOF EDGE
- RAFTERS @ 16" o.c. - PAINT EXPOSED STRUCTURE
- OF EXISTING ROOF
- ING ROOF AND FLASHING
- WOOD BRACE - PRE-DRILL AND LAG BOLT TO 4 x 4 POST AND BEAM
- ON H9 HURRICANE CLIP AT EACH RAFTER /BEAM CONNECTION
- BLOCKING AT EACH RAFTER SPACE AT ALL BEAMS
- TREATED TOP TRIM BOARD
- EXPANSION MATERIAL BETWEEN NEW AND EXISTING CONCRETE SLABS
- EXIT DOOR WITH GATE LATCH AND SPRING CLOSING HINGES
- x 10 BEAM BETWEEN POSTS - LEVEL WITH MICROLAM BEAMS

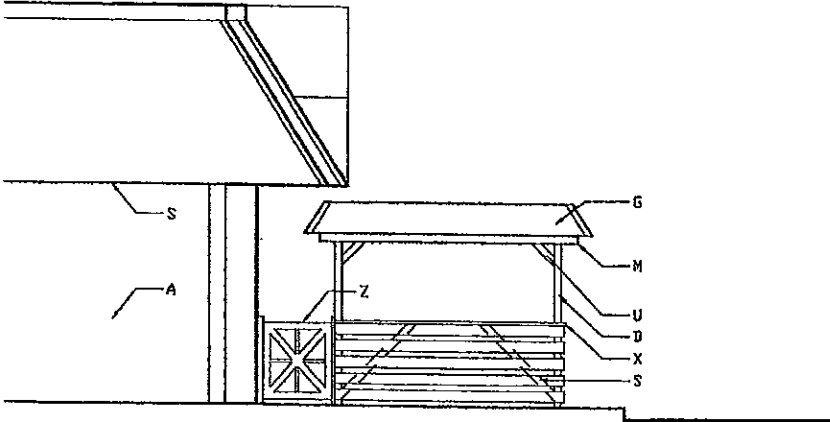


CA-1101

908 NORTH WASHINGTON STREET  
 LEXINGTON, NEBRASKA 68850  
 stanleygould12@msn.com  
 308-746-4377

SAN PEDRO RESTAURANT  
 PATIO ADDITION

PLUM CREEK PARKWAY  
 LEXINGTON, NEBRASKA

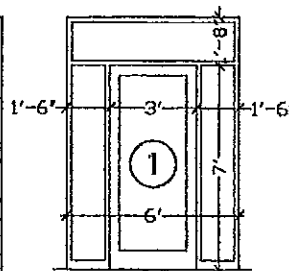


**PATIO ADDITION SOUTH ELEV.**

SCALE: 1/8" = 1'-0"

ISSUE	DATE
PERMIT	3-28-11

APPENDIX	NOTES
1. HARDWARE	
2. PUSH/PULL, CLOSURE	SEAL SILL, CAULK ALL
3. ALUMINUM THRESHOLD	FRAME EDGES TO CMU

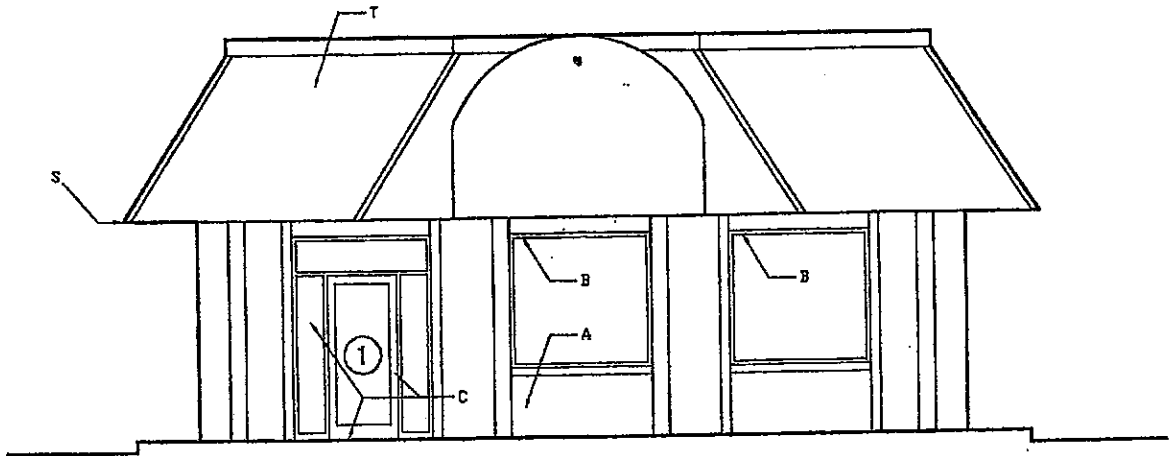


DOOR TYPE

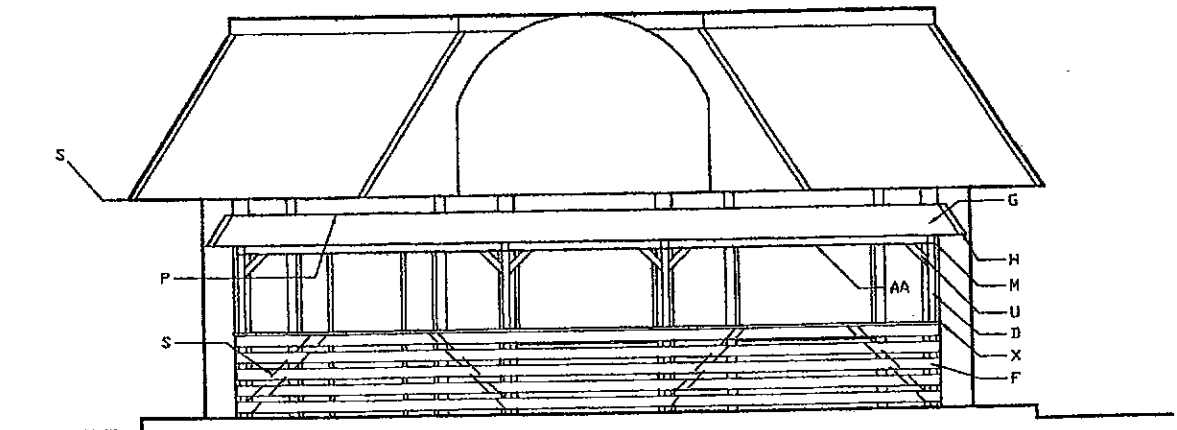
**ELEVATIONS**

**A - 2**

SAN PEDRO REST.



**1** REVISED EAST ELEVATION  
SCALE: 1/8" = 1'-0"



**2** PATIO ADDITION EAST ELEV.  
SCALE: 1/8" = 1'-0"

### DOOR SCHEDULE

NO.	SIZE	DOOR	FIN.	JAMB/TRIM	FIN.
1	3'-0" x 7'-0" x 1-3/4"	ALUMINUM	CLEAR	ALUMINUM	CLEAR