

# 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)

January 26, 2015

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

Dear Clerk,

Please present this request to you 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.

**ADDITION:**

**LICENSE #:** D-047407

**LICENSEE/TRADE NAME:** MID PLAINS FOOD & LODGING INC / CONOCO TRAVEL PLAZA

**ADDRESS:** 2607 PLUM CRK PKWY

**CITY/COUNTY:** LEXINGTON/DAWSON

**PREMISE PHONE:** 308-532-3090

**CURRENT DESCRIPTION:** AREA APPROX 40' X 60' TO THE SOUTH OF BLDG

**NEW DESCRIPTION:** ENTIRE ONE STORY BUILDING APPROX 80'X 90'

Randy Seybert  
Licensing Division  
Nebraska Liquor Control Commission

rs  
cc: file

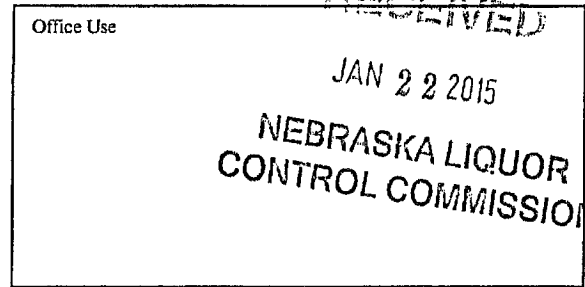
Janice Wiebusch  
Commissioner

Bob Batt  
Chairman  
An Equal Opportunity/Affirmative Action Employer

William Austin  
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)



**Application:**

- **Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC)**
- **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 original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.  
NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

RS

LIQUOR LICENSE # 047407 CLASS TYPE D  
LICENSEE NAME Mid Plains Food & Lodging, Inc  
TRADE NAME Conoco Travel Plaza  
PREMISE ADDRESS 2607 Plum Crk Pkwy  
CITY Lexington NE 68850  
CONTACT PERSON Jeffrey Moore  
PHONE NUMBER OF CONTACT PERSON 308-532-3090 x6100  
EMAIL ADDRESS OF CONTACT PERSON jmoore@wilkco.com

CR 12603  
\$45-mm



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1. **What is being added?**  
**Explain the type of addition that is being requested, i.e. beer garden, adding to building**

We are adding on the north part of the current building, which is approximately 40' x 90', so that the entire building would be under the liquor license. The attached drawing depicts the area of the building that is currently under liquor license and the rest of the building we would like to add.

2. **Include a sketch of the area to be added showing:**
- ✓ existing licensed area with length & width in feet
  - ✓ area to be added with length & width in feet
  - ✓ direction north

3. **If adding an outdoor area explain:**
- ✓ type of fencing
  - ✓ height of fence
  - ✓ length & width of outdoor area in feet


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*12.07 Outdoor area 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 permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07*


I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act.  
Neb Rev Stat §53-129

  
\_\_\_\_\_  
Signature of Licensee or Officer

State of Nebraska  
County of Lincoln The foregoing instrument was acknowledged before me this  
Dec 31 2014 by Kristina Willard & Mark Wilkinson  
Date name of person acknowledged (individual(s) signing document)

  
\_\_\_\_\_  
Notary Public signature

Affix Seal

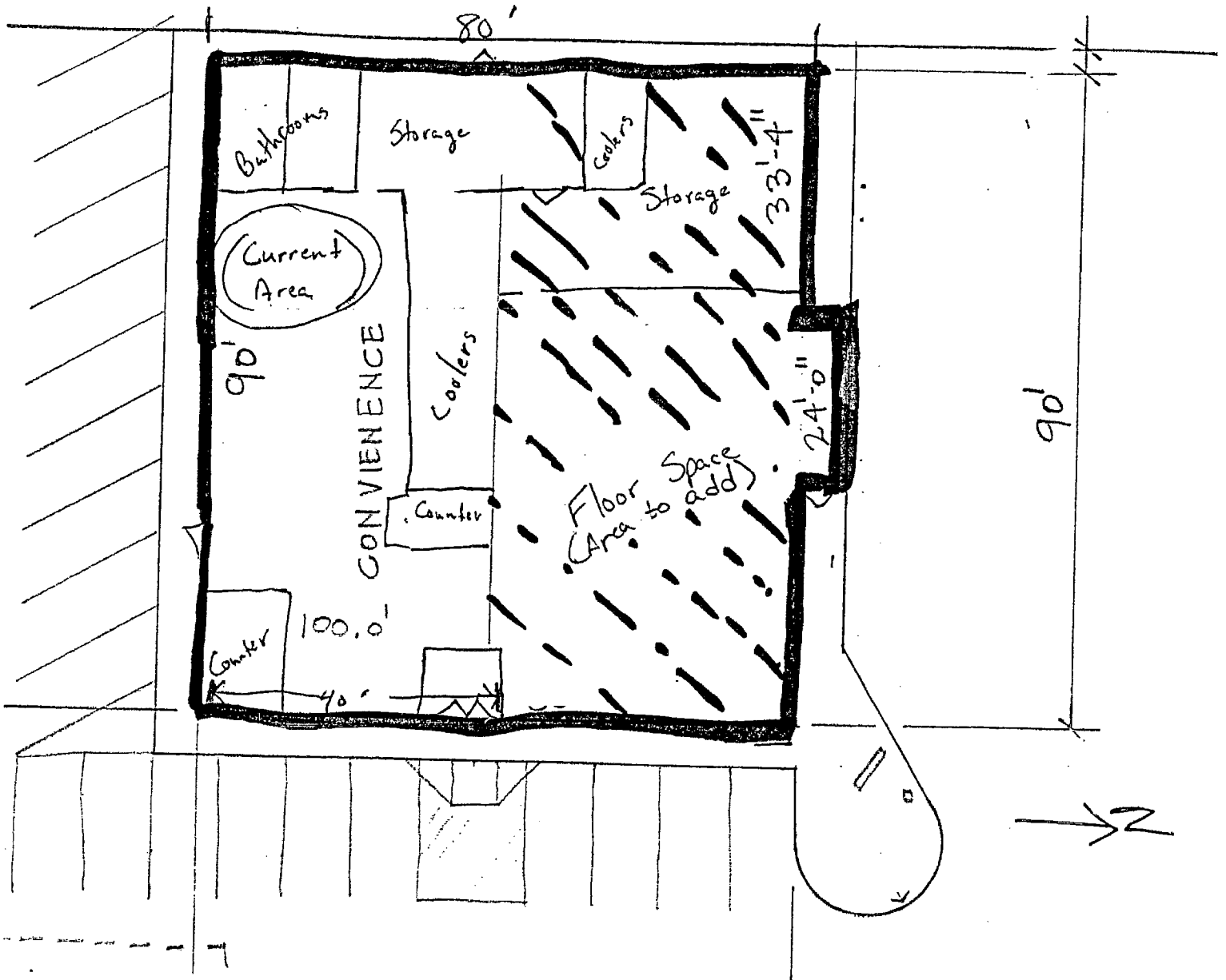


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Add entire building to current liquor license.



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LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on this 15th day of December, 2014, by and between WILKINSON DEVELOPMENT INC., a Nebraska corporation, with its principal place of business in North Platte, Nebraska, hereinafter referred to as "Lessor", and MID PLAINS FOOD AND LODGING INC., of North Platte, Nebraska, hereinafter referred to as "Lessee".

RECITALS

WHEREAS, Lessee is presently leasing from WILKINSON DEVELOPMENT INC., as Lessor, the property located at:

2607 Plum Creek Pkwy, Lexington, NE 68850

Lot 3, Holiday Plaza Subdivision, City of Lexington, County of Dawson and State of Nebraska

WHEREAS, Lessee desires to lease the premises described on the attached Exhibit "A" to sell Off-Sale Beer, Spirits, and Wine Only; and the business of selling petroleum products, selling convenience store items, and allowing the operation of various games of amusement; and

WHEREAS, Lessor is willing to lease the premises described on the attached Exhibit "A" to Lessee.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Lease:

(a) Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the premises as described on the attached Exhibit "A".

(b) That the term of this lease shall be for twenty (20) years from the date of possession, with an option of Lessee to extend for an additional twenty (20) year term by giving Lessor at least ninety (90) days written notice of its election to exercise the option to extend for the additional term; provided, however, for the lease extension period there shall be added to the base monthly rental figure provided in Section 2 (a) an amount obtained by multiplying the rental figure paid by Lessee by the percentage of increase, if any, in the Consumer's Price Index-All Items, as published by the Bureau of Labor Statistics of the United States Department of labor, for the period from the month of September of the year in which this lease commenced through and including the month of August in the year prior to which the extension for which an option is being exercised commences; it is understood by and between the parties hereto that in the event that the Consumer price Index is discontinued or in the event that the factors now used to

determine said Consumer Price Index are materially changed or varied so that the same no longer correctly reflects the purchasing power of the consumer dollar, then, and in either of said events, the parties hereto shall select as nearly comparable statistics on the purchasing power of the consumer dollar and shall substitute the percentage increase over said period of time in those statistics for the percentage increase over said period of time in those statistics for the percentage increase in the Consumer Price Index referred to above:

and it is further understood by and between the parties that the express and full intention of this adjustment is to increase the rental figure due during any period in which Lessee has exercised an option to renew so as to reflect the decrease, if any, in the purchasing power of the consumer dollar.

(c) Further, this lease replaces all other agreements, whether written or verbal, that are in force, prior to the execution of this lease.

2. Lease Payments:

Lessee covenants and agrees to pay as base rent for said premises the sum of (\$12,000) per annum in equal monthly installments of one thousand, (\$1,000). Said monthly base rent is due and payable in advance on the 1<sup>st</sup> day of each calendar month during said term at the office of Lessor, North Platte, Nebraska, or such other place as Lessor may in writing hereinafter designate.

3. Maintenance: Paid by Lessor.

4. Utilities: Paid by Lessor.

5. Taxes: Paid by Lessor.

6. Possession:

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Lessor agrees to deliver possession to lessee of the premises being leased hereunder on or before the 1<sup>st</sup> day of January, 2015, or on such other day as the parties may mutually agree.

7. Business Name and Signs: Provided by Lessor

8. Compliance with Laws:

Lessor warrants that it has complied with and is not in violation of, applicable Federal, State or local statutes, laws or regulations, (including, without limitation, any applicable building, zoning or other laws, ordinance, or regulation) affecting its property or the operation of the business on the premises. Lessor further warrants that there is no suit, action, arbitration or legal, administrative, or other proceeding or governmental investigation, pending, or to the best knowledge of Lessor threatened, against or affecting the lessor. Lessor further warrants that it has the right, power and legal capacity and authority to enter in to and perform its obligation under this agreement.

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9. Public Liability Insurance:

Lessee agrees to procure, at their own expense, public liability insurance for damages resulting to one person in the sum of \$500,000.00 and \$1,000,000.00 for damages resulting from one occurrence; Lessee shall provide in such public liability policy for Lessor to be added as an insured and Lessee shall keep such insurance in force during the term of this lease agreement.

10. Insurance:

Lessor shall through the term of this lease maintain fire and extended coverage insurance upon the improvements upon this property other than the fixtures and equipment of Lessee, insuring the same against such risks as are commonly insured against for such commercial property. Lessee shall be responsible for maintaining fire and extended coverage insurance upon his own equipment and furnishings.

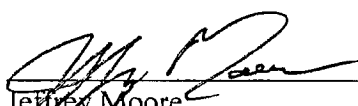
Lessee shall have no duty of paying rent during any period that the premises are untenable due to fire, explosion, windstorm and superior force.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement, at North Platte, Lincoln County, Nebraska, on the 31<sup>st</sup> day of December, 2014.

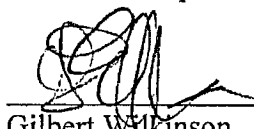
Lessor:

WILKINSON DEVELOPMENT INC.  
Nebraska Corporation,


Attest:

  
\_\_\_\_\_  
Jeffrey Moore  
Secretary

By

  
\_\_\_\_\_  
Gilbert Wilkinson  
Treasurer

Lessee:

  
\_\_\_\_\_  
Mark Wilkinson  
President  
MID PLAINS FOOD & LODGING INC.

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STATE OF NEBRASKA)  
                              ) SS.  
COUNTY OF LINCOLN)

JEFFREY MOORE  
GILBERT WILKINSON

On this 31<sup>st</sup> day of December, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffrey Moore, Secretary and Gilbert Wilkinson, Treasurer of WILKINSON DEVELOPMENT INC., a Nebraska Corporation, to m personally know to be a Secretary and Treasurer the identical person whose name is affixed to the above and foregoing Lease agreement as Lessor, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

*Kristina Willard*  
Notary Public

My commission expires:

Oct 31 2015



STATE OF NEBRASKA)  
                              ) SS.  
COUNTY OF LINCOLN)

MARK WILKINSON

On this 31<sup>st</sup> day of December, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark Wilkinson, President of MID PLAINS FOOD & LODGING INC., a Nebraska Corporation, to m personally know to be a Secretary and Treasurer the identical person whose name is affixed to the above and foregoing Lease agreement as Lessor, and he acknowledged the execution thereof to be his voluntary act and deed as such officer and voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

*Kristina Willard*  
Notary Public

My commission expires:

Oct 31 2015





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Exhibit "A"

