

Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

| App | lication | Copy |
|-----|----------|------|
| | | |

| File Number: 70 | 1568 |
|-----------------|------|
|-----------------|------|

LICENSE TYPE

Class C Beer, Wine, Spirits On

and Off Sale

APPLICATION DATE RECEIVED

2025-04-09

LICENSEE TYPE

CORPORATE NUMBER

Corporation

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

The Well Event Center, LLC

DOING BUSINESS AS

The Well

INCORPORATION DATE

2025-03-11

CORRESPONDENCE ADDRESS

112 Bennett Drive LExington, NE 68850

MAILING ADDRESS

PHYSICAL ADDRESS

402 North Grant Street Lexington NE 68850

CONTACT NAME

Sean Kelley

CONTACT PHONE

PREFERRED CONTACT METHOD

Email

ALTERNATE PHONE

| FAX | | | sean@kelleyplucke | er.com |
|------------------------------------|----------------|---------------|---------------------|------------|
| CORPORATE STRUC | TURE | | | |
| NAME | POSITION/TITLE | P | ARENT COMPANY | % INTEREST |
| The Well Event Center | Licensee | N | A | 100 |
| Travis Maloley | President | | | 25 |
| Mark Vogt | Member | | | 25 |
| Nick Reynolds | Member | | | 25 |
| Juan Ramirez-Buzo | Member | | | 25 |
| MARITAL STATUS Single | MATION | | | |
| MANAGED BY AGEN | Т | | | |
| AGENT | | | AGENT TYPE | |
| Sean Paul Kelley | 1 | | Individual | |
| PREMISES TYPE | | PREMISES NAME | | |
| Event Hall/Wedding Reception | | The Well | | |
| OPERATOR | | | CORPORATE LIMIT DES | SIGNATION |
| LEASE OR OWN | | | | |
| Own | | | | |
| PHYSICAL ADDRESS | } | | | |
| 402 North Grant Lexington NE 68 | | | | |

| MAILING ADDRESS | |
|---------------------------------|---|
| CONTACT NAME Travis Maloley | PREFERRED CONTACT METHOD Email |
| CONTACT PHONE | ALTERNATE PHONE (308) 325-6761 |
| FAX | tmaloley@gmail.com |
| PREMISES MANAGER Travis Maloley | PREMISES MANAGER EMAIL tmaloley@gmail.com |
| QUESTIONS | |

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

Yes (document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L152, W100

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

Yes L150, W100

4. Will a basement be used for alcoholic storage or sale?
No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

2

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
Yes
(document uploaded)

7. Is premises to be licensed within 300 feet of a college campus or university?

No

- 8. Are you acquiring any alcohol prior to obtaining this liquor license?
 No
- 9. What date do you intend to open for business? June 1. 2025
- 10 What are the anticipated hours of operation? Event driven - anticipated 1-2 events a week. 4:00 - 12:00.

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

City of Lexington

Pinnacle Bank

Economic Development Corporation of Lexington

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

13 Is anyone listed on this application a law enforcement officer?

- 14 List the primary bank and/or financial institution to be utilized by the business.
 - a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Pinnacle Bank, Lexington

Travis Maloley

Nick Reynolds

Mark Vogt

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

NA

20 Has the premises location been previously licensed within the last 2 years?

No

21 Are you applying for a Temporary Operating Permit?

No

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Travis Maloley

23 What is the manager's address?

112 Bennett Drive, Lexington, NE 68850

24 What is the manager's phone number?

3083256761

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

Dawson County

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

tmaloley@gmail.com

27 Is the manager married?

Yes Katie Maloley ktbaker35@gmail.com

DOCUMENTS

| FILE NAME | DESCRIPTION |
|---|---|
| Mosque CUP.pdf | Conditional Use Permit |
| PRIVACY ACT STATEMENTPAYMENT OF FEES TO NSP-CID pdf | Privacy Act |
| Convictions Document.pdf | Explanation Convictions |
| Vogt, Mark - Background Check.pdf | Background Check |
| Nick Reynolds - Background Check.pdf | Background Check |
| Juan A Ramirez Buzo - Background Check.pdf | Background Check |
| Maloley, Travis - Background Check.pdf | Background Check |
| Premises Description.pdf | Diagram |
| Business Plan 4.4.25.docx | Business Plan |
| Church within 150' waiver.pdf | Church Information |
| LEASE AGREEMENT - Executed.pdf | Lease |
| | Mosque CUP.pdf PRIVACY ACT STATEMENTPAYMENT OF FEES TO NSP-CID.pdf Convictions Document.pdf Vogt, Mark - Background Check.pdf Nick Reynolds - Background Check.pdf Juan A Ramirez Buzo - Background Check.pdf Maloley, Travis - Background Check.pdf Premises Description.pdf Business Plan 4.4.25.docx Church within 150' waiver.pdf LEASE AGREEMENT - |

APPLICANT

Sean Kelley

DECLARATION

☑ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being

violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.



Nebraska Liquor Control

301 Centennial Mall South - 1st Floor PO Box 95046 Lincoln NE 68508

Additional Information Requested

File Number: 70568

LICENSE TYPE ADDITIONAL INFORMATION DATE

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SECONDARY LICENSE(S)

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MAILING ADDRESS

PHYSICAL ADDRESS

402 North Grant Street Lexington NE 68850

CONTACT NAME PREFERRED CONTACT METHOD

Sean Kelley Email

CONTACT PHONE ALTERNATE PHONE

FAX EMAIL sean@kelleyplucker.com

CORPORATE STRUCTURE

| NAME | POSITION/TITLE | PARENT COMPANY | % INTEREST |
|--------------------------|----------------|----------------|------------|
| The Well Event Center | Licensee | NA | 100 |
| Travis Maloley | President | | 25 |
| Mark Vogt | Member | | 25 |
| Nick Reynolds | Member | | 25 |
| Juan Ramirez-Buzo | Member | | 25 |

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION REQUESTED

Please provide the following information through your Actions Required Dashboard in the customer portal:

- 1. Are both floors going to be licensed?
- 2. Please provide a letter of support from the Islamic Center. The document provided is not sufficient for the liquor license.

Please let me know if you have any questions. Victoria Trevino - 402-471-4893

ADDITIONAL INFORMATION PROVIDED

Yes - we will license both floors. The second floor is more of an office, but foreseeable it could be used for alcohol storage or a wedding party could use the area for changing, etc.

Any chance the license can be processed while we pursue the Mosque letter? We have had a difficult time contacting them. Through the conditional use permit with the City of Lexington they have agreed and passed by the Lexington City Council to specifically not protest any liquor license.

TYPE FILE NAME DESCRIPTION Additional Document Mosque CUP.pdf Conditional Use Permit APPLICANT Sean Kelley

Nebraska Secretary of State

THE WELL EVENT CENTER, LLC

Wed Apr 9 16:36:04 2025

SOS Account Number

2503132514

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

TRAVIS MALOLEY 402 N. GRANT

LEXINGTON, NE 68850

Designated Office Address

402 N. GRANT

LEXINGTON, NE 68850

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed Mar 11 2025

Next Report Due Date

Jan 01 2027

Filed Documents

Filed documents for THE WELL EVENT CENTER, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

| Document | Date Filed | Price | |
|-----------------------------|-------------|--------------------------------------|--------------|
| Certificate of Organization | Mar 11 2025 | \$0.45 = 1 page(s) @ \$0.45 per page | Purchase Now |

Good Standing Documents

 If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation \$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Purchase Now

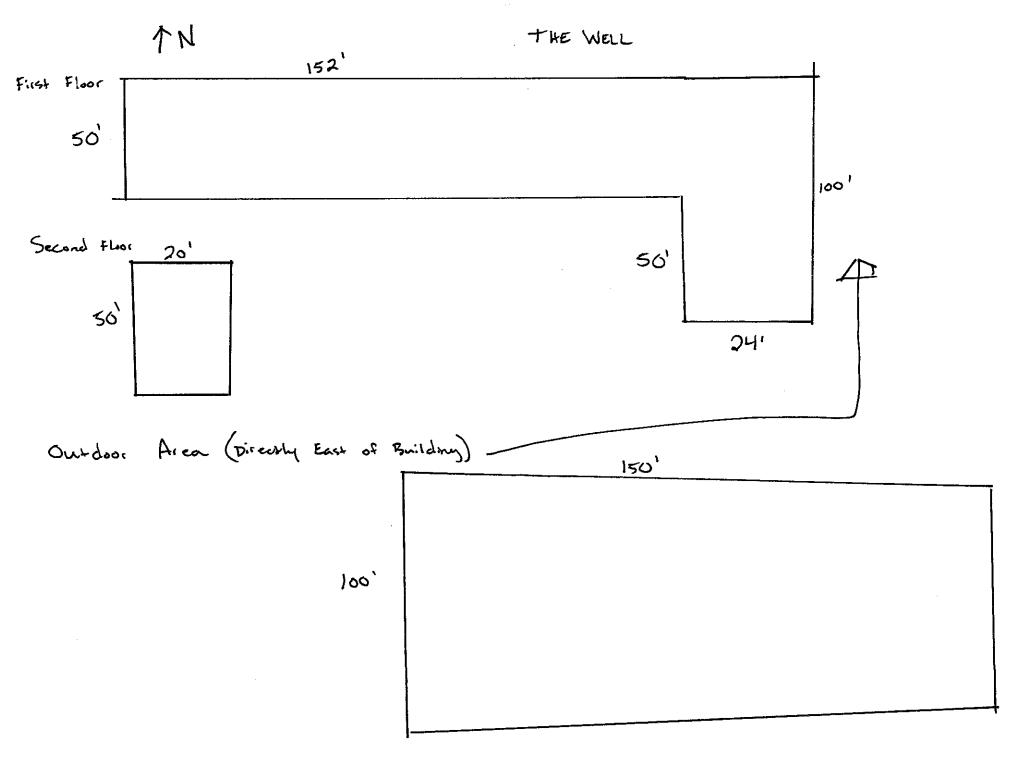
Certificate of Good Standing - USPS Mail Delivery \$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Continue to Order

↑ Back to Top

The Well Event Center LLC, doing business as The Well, is a company formed for the purposes of operating a venue located in the City of Lexington, Nebraska. This venue will host a wide range of events including weddings, social gatherings, community events, and corporate meetings. The Well is supported by the City of Lexington, and its economic development arm, the Community Development Agency of Lexington, Nebraska. The ownership team is local and management will provide on site supervision. The events will include a hospitality component and a liquor license is necessary.



LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this _______ day of _______, 2025 by and between Lexington Event Center, LLC, a Nebraska Limited Liability Company ("Lessor") and The Well Event Center, LLC, a Nebraska Limited Liability Company. ("Lessee").

WHEREAS, Lessor agrees to lease the premises located at 402 N Grant, Lexington, NE 68850 and

WHEREAS, Lessee agrees to lease the premises located at 402 N Grant, Lexington, NE 68850

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The Lessor agrees to lease and the Lessee agrees to rent the property and all structures, equipment and inventory located at 402 N Grant, Lexington, NE. The leased premises is approximately square feet plus outdoor areas.
- 2. <u>Term.</u> The term commences May 1, 2025 continuing through April 30, 2030. The tenant shall have two 5-year options upon the expiration of this lease.
 - 3. Rent. The annual rent shall be 12,000 due in twelve equal installments of 1,000.
- 4. Option: The lease will automatically renew unless Lessee notifies Lessor at least sixty days prior of its intent not to renew.
 - 5. Use of Property. The Premises shall be used and occupied as a bar and restaurant.
- 6. <u>Utilities</u>. Lessee shall be responsible for arranging for and paying for all utility services required on the Premises.
- 7. Eviction. If the Lessee does not pay the rent within 60 days after it is due, the Lessee may be evicted. The Lessor may also evict the Lessee if the Lessee does not comply with all of the terms of this Lease and for all other causes allowed by law. If evicted, the Lessee must continue to pay the rent for the rest of the term. The Lessee must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Lessor, along with the cost of re-entering, re-renting, cleaning, and repairing the dwelling. Rent received from any new tenant will reduce the amount owed the Lessor.
- 8. <u>Payments by Lessor</u>. If the Lessee fails to comply with the terms of this Lease, the Lessor may take any required action and charge the cost, including reasonable attorney fees, to the Lessee as additional rent. Failure to pay such additional rent upon demand is a violation of this Lease.
- 9. <u>Care of the Premises</u>. The Lessee has examined the premises and is satisfied with its present physical condition. The Lessee agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Lessee must pay for all repairs, replacements, and damages caused by the use of Lessee.
 - 10. Repairs. Lessee will be responsible for any and all upkeep and maintenance of the premises.
- 11. <u>Interruption of Services</u>. The Lessor is not responsible for any inconvenience or interruption of services due to repairs, improvements, or for any reason beyond the Lessor's control.

- Compliance with Laws. The Lessee must comply with laws, orders, rules, and requirements of 12. governmental authorities and insurance companies that have issued or are about to issue policies covering this dwelling and/or its contents.
- No Waiver by Lessor. The Lessor does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.
- No Assignment or Sublease. The Lessee may not sublease the premises or assign this Lease without the Lessor's prior written consent, which cannot be unreasonable withheld.
- Entry by Lessor. Upon reasonable notice, the Lessor may enter the premises to provide services, inspect, repair, improve, or show it. The Lessee must notify the Lessor if the Lessee will be away for 10 days or more. In case of emergency or the Lessee's absence, the Lessor may enter the dwelling without the Lessee's consent.
- 16. Quiet Enjoyment. The Lessee may use the premises without interference subject to the terms of this Lease.
- Injury or Damage. The Lessor is not responsible for any injury or damage unless due to the negligence or improper conduct of the Lessor.
- Renewals and Changes in Lease. The lessee shall have the write to renew the lease upon 90 days written notice to landlord upon the expiration of this lease.
- Notices. All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested. Notices to the Lessor may be sent to the Lessor's Agent.
- Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.
- Parties. The Lessor and the Lessee are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.
- Entire Lease. All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the Lessee and Lessor.

Landlord Le Color Cale LLC Promo

The Well Russ Certer LLC Trong

Tenant

WAIVER FORM FOR APPLICATION WITHIN 150' OF CHURCH

NEBRASKA LIQUOR CONTROL COMMISSION 301 CENTENNIAL MALL SOUTH PO BOX 95046 LINCOLN, NE 68509-5046

PHONE: (402) 471-2571 FAX: (402) 471-2814

EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

§53-177(2) If a proposed location for the sale at retail of any alcoholic liquor is within 150' of any church, a license may be issued if the commission gives notice to the affected church and holds a hearing as prescribed in §53-133

The plain, ordinary, and popular meaning of the word "church" includes a building in which people assemble for the worship of God and for the administration of such offices and services as pertain to that worship, a building used predominantly for the honor of God and religion, and a place where persons regularly assemble for worship. A building which is used predominantly for the honor of a religion would likewise include buildings in which people assemble for non-Christian worship, such as a mosque, a synagogue, or a temple. City of Omaha v. Kum & Go, 263 Neb. 724, 642 N.W.2d 154 (2002). Distance between church and place where intoxicating liquor is sold is measured in a straight line between the nearest walls of the two buildings. Calvary Baptist Church v. Coonrad, 163 Neb. 25, 77 N.W.2d 821 (1956).

| PREMISES INFORMATION | | |
|---|---|---------------|
| Trade Name (doing business as) | | |
| Street Address | | |
| City | County | Zip Code |
| CHURCH INFORMATION Provide letter of support if | there is no opposition to the license b | peing issued |
| Name of Church: | | |
| Address of Church: | | |
| Contact Person | | |
| Phone Number | | |
| DISTANCE FROM AFOREME | ENTIONED CHURCH | |
| FEET | | |
| AMOUNT AND FREQUENCY | OF SERVICES HELD AT CHURC | CH (if known) |

City of Lexington Conditional Use Permit

Conditional Use Permit for a Mosque

This Conditional Use Permit issued this Loudy of Lexington, a municipal corporation in the County of Dawson County, Nebraska ("City") to the Islamic Center of Lexington, Inc., a Nebraska Non-Profit Corporation ("Owner"), pursuant to the Lexington Zoning Ordinance.

- WHEREAS, Owner wishes to develop a mosque upon a tract of land identified on Exhibit "A" attached hereto as the Subject Property, said tract of land commonly known as 401 N Grant, Lexington, NE.
- WHEREAS, Owner has applied for a conditional use permit for the purpose of developing said mosque; and
- WHEREAS, the Mayor and City Council of the City of Lexington make the following findings of fact in regards to the issuance of a conditional use permit: the location and characteristics of the use will not be detrimental to the health, safety, morals, and general welfare of the area, and such other specific findings as set out in Section 6.08 of the Lexington Zoning Ordinance; and
- WHEREAS, the Mayor and City Council of the City of Lexington are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on the Conditional Use Permit Application for a mosque, said use hereinafter being referred to as "Conditional Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

- 1. In respect to the proposed Use:
 - a. The owner will submit any amended floor/site plans for the property deemed appropriate with any other accompanying documentation by March 15, 2016, for a Certificate of Occupancy review per Section 111 of the International Building Code. A temporary Certificate of Occupancy will be issued upon successful application and mutually agreed upon timeline for completion of any required improvements. All applicable local and state building codes must be obeyed.
 - b. Section 7.01.10 of the Zoning Ordinance of the City of Lexington, Nebraska requires the provision of off-street parking for assembly uses (including churches) and allows adjacent on-street parking to be computed in the off-street parking requirement. Based upon the observed square footage of the Owner's building(s), the City of Lexington will provide an allocation of 67 on-street and off-street public parking spaces within a 300 foot radius of the property to count toward the final off-street parking requirement. The determination of required off-street parking for the Owner's property will be based upon final site plan and

the assembly occupancy assigned.

- c. The Owner waives any right to a hearing or otherwise the Owner agrees not protest any liquor license application pursuant to the Nebraska Liquor Control Act for adjacent property owners.
- d. The entire described property shall be used as the Islamic Center of Lexington, Inc. As there are three separate electric utility services to such property, the Owner shall consolidate the metering into a single service.
- e. The building(s) shall have a main entrance fronting East 4th Street, and have an address assigned as 121 E. 4th Street. The current building entry door on Grant Street shall be designed and operated as an exit door.
- f. The structure shall not be enlarged, extended, or structurally altered except in accordance to the provisions contained herein.
- 2. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval;
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval;
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
- 3. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

Revocation of Permit

1. Revocation for Non-Compliance. Revocation shall require that the City notify the Owner of any non-compliance, in writing, and provide the Owner 90 days to correct the issue(s). Failure to comply shall cause a public hearing to be scheduled before the City Council, to review the permit and the approved conditions and the failure to act by the Owner. If the Owner is found to be non-compliant, the City Council shall revoke the permit and the order the use to cease and desist. Failure to follow a cease and desist shall cause action to be filed in the District Court or such other remedies as allowed by Nebraska law.

2. Revocation for Abandonment. Revocation may also occur if the City documents that the use has ceased operations for 12 consecutive months. The City shall notify the Owner in writing and the permit shall be invalid within 30 days of such notice.

Miscellaneous

- 1. Entire Understanding. This Conditional Use contains the entire agreement of the parties relating to this matter. It supersedes any prior agreements or understandings among them and shall not be modified or altered or amended in any manner except in writing and signed by both parties
- 2. <u>Binding</u>. This Conditional Use, and all conditions stated herein, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and permitted assigns.
- 3. <u>Waiver</u>. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
- 4. <u>Indemnification</u>. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his/her agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
- 5. <u>Severability.</u> If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 6. Reservation. Owner reserves the right to file an application for amendment to this Permit.
- 7. Notice. Any notice to be given by City shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address:

Islamic Center of Lexington, Inc. P.O. Box 151 Lexington, NE 68850

Effective Date:

This permit shall talk to the type of the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LEXINGTON

MAGI

John Fagot, Mayor

Pam Baruth
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

/

By:

Title:

Date: