

LEASEReplaced by
B/C 449/69

THIS LEASE, made and executed this 30 day of
August, 1966, by and between the Lessor, VALLEY
FEED YARDS, INC., and the Lessee, RAY'S VALLEY LAKES, INC., a
Nebraska corporation:

Filed
1/3/67

WITNESSETH:

That the Lessor does hereby demise and lease unto the
Lessee the following described property, situated in Douglas
County, Nebraska, to-wit:

That part of Sections 34 and 35, T 16 N,
R 9 E and Sections 1 and 2, T 15 N, R 9 E
of the 6th P.M., Douglas County, Nebraska,
described as follows: Beginning at a point
on the South R.O.W. line of State High-
way No. 64, said point being 1030.0 Feet
West of and 33.0 Feet South of the Northeast
corner of Section 34; thence Southeasterly
to the SE corner of the SW 1/4 of the NW
1/4 of Section 35; thence South along the
East line of the NW 1/4 of the SW 1/4 of
said Section 35, 1200 Feet; thence South-
easterly to a point being 1800 feet west of
the Southeast corner of said Section 35;
thence East along the South line of said
Section 35, 1800 Feet to the SE corner of said
Section 35; thence South on the East line
of said Section 2, T 15 N, R 9 E to the
Northerly R.O.W. line of Union Pacific
Railroad; thence Southwesterly along the
Northerly R.O.W. line of Union Pacific
Railroad to a point where it intersects
the Easterly bank of the Platte River as
it now exists; thence Northwesterly along
the Easterly bank of the Platte River as
it now exists to a point of intersection with
the Southerly R.O.W. line of State Highway
No. 64; thence Easterly along the South
R.O.W. line of said Highway No. 64 to the
point of beginning.

The Lessee agrees, and the Lessor understands, that the property will be occupied for the purpose of recreational and residential development for the term of 50 years, commencing August 1, 1967 and ending on the 30th day of July, 2017.

That Lessee shall have the right and privilege of subdividing said property, subleasing portions thereof, the privilege of constructing roadways, water and sewer systems, excavating, filling, removing and planting trees, dredging and all other work necessary for the foregoing purposes, and to operate a commercial recreational business and to develop the aforescribed property to its highest and best use in the opinion of the Lessee.

In consideration of the foregoing demise, the Lessee does hereby accept said Lease and hereby covenants to perform the agreements hereby imposed, and to pay the Lessor as rental for said premises, the following sums, to-wit:

- For the year 1966.....\$ 3000.00
- For the year 1967..... 6000.00
- For the year 1968..... 8000.00
- For the year 1969..... 10,000.00
- For the year 1970..... 15,000.00
- For the year 1971..... 18,000.00
- For the year 1972, and all years thereafter, until the expiration of this Lease, the sum of \$20,000.00 per year, except, however, the Lessee agrees to pay to the Lessor in any year in which the gross income from sub-leasing of said premises exceeds \$60,000.00, five percent (5%) of all of said gross income.

That the parties hereto are both aware of an existing and outstanding lease dated September 10, 1949, to the Nebraska Lakes, Inc., covering a portion of the above described property. It is understood that said Lease shall be canceled by all parties and held for naught; that Lessee shall have credit on the 1966 rent for any sums paid to Lessor by Nebraska Lakes, Inc., under the aforesaid existing Lease.

The above payments are to be payable in the amount of 40% or more before July 15th of each year. The balance payable on or before Dec 31 of each year.
G. J. Smith Ray Williams 8-30-67

Lessee agrees to and will keep railroad trackage on said lease land clear of all automobiles and any and all other obstructions at all times.

Lessor retains the right and privilege of using all roads, and drives, for the use of its trucks, tractors, and other vehicles for the purpose of entering in, over and around said leased premises and shall have the privilege of inspecting said property at all times.

Lessee accepts this lease subject to a prior lease to Lyman Richey Company for the mining of minerals and for the digging, dredging and removal of sand and gravel and for the maintenance and storage of its equipment. Lessee agrees that it shall not, in any way, interfere with the operation of said Lyman Richey Company; the foregoing provisions to apply to any successors of Lyman Richey Company.

Lessee agrees that any buildings erected on said leased premises shall not be removed from said premises and shall belong to the Lessor upon the termination of this lease.

It is further agreed between the parties that the real estate taxes assessed against the leased premises shall be paid by the Lessor to the extent of \$1200.00 per year. Lessee agrees to pay all real estate taxes in excess of \$1200.00 per year.

Lessee agrees not to change or alter the natural drainage or flow of water on or across the leased premises in such a manner as would be harmful to any of the surrounding property owners. Lessor hereby grants to Lessee the privilege and option of extending this Lease for an additional period of 20 years upon giving six (6) months written notice prior to expiration of this Lease. The rental for said period to be at the rate of \$30,000.00 per year, plus 5% of all gross income from subleasing in excess of \$60,000.00 per year.

The Lessee shall keep said premises and operate its business in a manner which shall be in compliance with all laws, regulations and rules, orders and ordinances of the City, County, State and Federal Government, and any department of either, and will not suffer or permit the premises to be used for any unlawful purpose, and the Lessee will protect the Lessor and save him and the said premises harmless from any and all fines and penalties and any and all damages or injuries that may result from or be due to any infractions of, with, the said laws, rules, regulations, orders and ordinances. Lessee will protect the Lessor, and save it harmless against any and all claims or demands for damages on account of injuries occurring on said premises, or arising from any accident, injury or damage whatsoever, however caused, to any person, or to the property of any person, occurring during said term, in and/or about the leased premises and approaches thereto, and from and against all costs, attorney fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon.

Lessee agrees to obtain and keep in force a policy of public liability insurance in the amount of \$100,000 protecting Lessee from public liability and in addition thereto Lessee agrees to obtain and keep in force for the benefit of Lessor, an Owners Protective Policy in the sum of \$100,000. That annually, on the anniversary of the Lease, Lessee will furnish to Lessor good and sufficient evidence of said policy being in force and effect and the premium for the ensuing year paid.

Should default be made by Lessee in the payment of the rental herein reserved, or any part thereof, when and as herein provided, or should Lessee make default in the performance, fulfilling, keeping or observing of any of the Lessee's other covenants, conditions, provisions or agreements herein contained, or should a petition in bankruptcy be filed by the Lessee, or should Lessee be adjudged bankrupt or insolvent by the Court, or should a trustee or receiver in bankruptcy or a receiver of any property of the Lessee be appointed in any suit or proceeding by or against the Lessee, or should the demised premises become vacant or abandoned, or should this Lease by operation of law pass to any person other than the Lessee, or should

the leasehold be levied or under execution, then and in any of such events the Lessor may, if the Lessor so desires, without demand of any kind or notice to Lessee, or any other person, at once declare this Lease terminated, and Lessor may re-enter said premises without any formal notice or demand and hold and enjoy the same thenceforth, as if these presents had not been made, without prejudice, however, to any right or action or remedy of the Lessor with respect to any breach by Lessee of any of the covenants herein contained. In case Lessor does not elect to take advantage of the right to terminate this Lease conferred by the foregoing provisions of this paragraph the Lessor shall nevertheless have and the Lessor is hereby given the right to re-enter said premises, without legal process should any of the events hereinbefore specified take place or occur, and to remove the Lessee's signs, and all property and effects of Lessee or other occupants of said premises, and if Lessor so desires, to relet said premises, or any part thereof upon such terms, and to such person or persons and for such period or periods which may seem fit to Lessor, and in case of such reletting, Lessee shall be liable to Lessor for the difference between the rents and payments herein reserved and agreed upon for the residue of the entire stipulated term of the Lease and the net rent for such residue of the term realized by Lessor by such reletting, such net rent to be determined by deducting from the entire rent received by Lessor from any such reletting the expenses of recovering possession, reletting, altering and repairing said premises and collecting rent therefrom; and the Lessee hereby agrees to pay such deficiency each month as the same may accrue, the Lessee to pay the Lessor within five (5) days of the expiration of each month during the residue of this term, the difference between the rent and payments for said month as fixed by this Lease and the net amount realized by Lessor from the premises during said month.

PROVIDED ALWAYS, and these presents are upon the condition, that is such rent or any part thereof, shall at any time be in arrears or unpaid, or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants, conditions or agreements herein contained on the part of said Lessee to be performed and observed or if the Lessee shall become bankrupt or insolvent, or shall compound

with creditors, then in any such case it shall be lawful for the Lessor or any person or persons duly authorized by said Lessor in that behalf, without any formal notice or demand, to enter into and upon said demised premises, or any part thereof, in the name of the whole, and the said premises peaceably to hold and enjoy thenceforth, as if these presents had not been made, without prejudice to any right of action or remedy of said Lessor in respect to any antecedent breach by the said Lessee, of any of the covenants hereinbefore contained.

The Lessor reserves unto itself a portion of the leased premises on the large Northwest Lake, which property is 500 Feet in width and commences at the existing boat house owned by Mike Smith, and running 500 Feet along the existing road in a Westerly direction; the existing road to constitute the South boundary and the shore line to constitute the North boundary.

Any other Lakes which are now being dug, or to be dug in the future, shall not be utilized by the Lessee, except that portion of said Lakes which lies within the boundaries of this Lease may be used for subleasing by the Lessee.

It is specifically agreed by and between the parties hereto that in event the Lessor, or its successors, should desire to sell the leased premises, that the Lessee will be offered the opportunity, on 30 days notice, to purchase said property on the same terms and conditions as it is offered to any other purchaser.

An aerial photograph of the leased premises is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the 30 day of August, 1966.

VALLEY FEED YARDS, INC., Lessor

RAY'S VALLEY LAKES, INC., Lessee

By Ernest S. Smith

By Ray L. Lillard

Vice Pres Valley Feed Yards, Inc.

President

THE FOREGOING is hereby approved and agreed to on the above written date.

NEBRASKA LAKES, INC.,

By Ray L. Lillard
PRESIDENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 30th day of August, 1966, before me
a Notary Public, personally appeared Robert J. Smith
an officer of Valley Feed Yards, Inc., Lessor, to me personally
known to be the individual who executed the foregoing Lease and who
acknowledged the execution thereof to be his voluntary act and
deed.

William Schlegel
Notary Public

My Commission expires on the 31st day of August,
1967.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 30th day of August, 1966, before me
a Notary Public, personally appeared Ray Villarreal, an Officer of
the corporation known as RAY'S VALLEY LAKES, INC., personally known
to me to be the same individual who executed the above Lease and
who acknowledged the execution thereof to be his voluntary act and
deed.

William Schlegel
Notary Public

My Commission expires on the 31st day of August,
1967.

M

RECEIVED

1966 SEP 2 PM 3 07

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA
County of _____
Entered in _____ and filed
for Record in the _____ Register of
Deeds of said County _____ recorded in
Book 441 of Misc.
Page 417

[Signature]
Register of Deeds

Dore Lad *[Signature]*
460 Continental Bldg
1-15-9
2-15-9
34-16-9
35-16-9