

# GINGER COVE LOT LEASE AGREEMENT

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LEASE AGREEMENT made on the date hereinafter set forth between GINGER COVE, INC., a Corporation, hereinafter referred to as "Lessor" and the undersigned party, hereinafter referred to as "Lessee".

## WITNESSETH:

That the Lessor subleases and demises to the Lessee, for the term extending from the date of this agreement to the 1st day of January, in the year 2017, the lot or lots hereinafter described and designated, on the plat of GINGER COVE, as surveyed, platted and recorded in Douglas County, Nebraska, a copy of which is attached hereto.

Lessor further grants Lessee the privilege, in common with the Lessees of other lots in the plat of Ginger Cove, (and in common with the Lessees of lots in the plat of the lake property to the South thereof if Lessor extends the scope of his development to include the same), to use the lake, roads and recreational areas in Ginger Cove, subject to the restrictions hereinafter contained.

In consideration of the leasing of the said lot, or lots, Lessee hereby covenants to pay, on or before the 1st day of January in each year during the term of this Lease, for the succeeding year in advance, the annual lot rental set out below, said payment to be made to Lessor or its assigns, as may be designated from time to time by Lessor. Lessee shall pay forthwith a prorated portion of the annual rental for the period from the date of this agreement to the 1st day of January next year. In further consideration of said leasing, Lessee agrees to abide by the terms of this agreement hereinafter set out.

**1. TAXES TO BE PAID BY LESSEE.** Lessee shall pay all real and personal property taxes and special assessments upon all lots and improvements thereon, herein demised, during the term of this Lease. In the event the taxes or assessments of the lots indicated on the Ginger Cove plat and improvements thereon are not determined and billed on an individual lot basis by the governmental authority levying the same, the Lessee shall pay that portion of such tax or assessment determined by Lessor to be attributable to the lot or lots herein demised and improvements erected thereon. Lessee shall further pay for each lot herein leased, one-one hundred sixtieth (1/160) of the taxes and special assessments levied upon that portion of the property indicated on the plat of Ginger Cove which is not designated thereon as numbered lots. The lessees of Lots 155 through 160 inclusive, shall have the exclusive common use of Lot 161 and each of the said Lessees of Lots 155 through 160 inclusive shall pay also one-sixth (1/6) of the taxes and special assessments levied on Lot 161.

**2. IMPROVEMENT COSTS TO BE PAID BY LESSEE.** Lessee further agrees to pay to Lessor or to the Sanitary and Improvement District established in the Ginger Cove area, the pro-rata costs of utility and street improvements abutting the demised lot or lots in accordance with the determination made by the engineers employed by Lessor or said Sanitary and Improvement District to design and supervise construction of such improvements.

**3. ASSIGNMENT OF LEASE.** This lease may be assigned by Lessee; provided, however, permission to assign is first obtained from Lessor, which consent shall not be unreasonably withheld. Any attempt by Lessee to assign without consent of Lessor shall operate to void this Lease at the option of Lessor. Lessor shall be furnished a copy of any lease assignment made pursuant to the terms of this paragraph

**4. USE RESTRICTIONS.** All leased lots shall be used only for residential purposes (no more than one single-family residence per lot), and Lessee shall not permit or suffer any business, occupation or unlawful activity to be carried on there; provided, nothing herein contained shall be construed to prohibit Lessor from maintaining an office for the conduct of its business with respect to lots retained by it.

**5. IMPROVEMENT OF LOT.** Lessee further agrees to substantially complete a building adapted for residential purposes on said lot or lots on or before the building completion date set out below. Value of said improvement shall be not less than \$10,000.00 as determined by a qualified real estate appraiser selected by Lessor. The ground area of the dwelling, exclusive of open porch and garage, shall not be less than 768 square feet (24' x 32'). Garages, boat houses or other out buildings must be built of materials compatible with the dwelling and shall be structurally harmonious with the dwelling. Plans for all such improvements shall be approved by Lessor before commencement of construction. Lessee, after construction of said improvements, shall thereafter, during the term of this lease, have and keep upon the leased premises a building of the character and minimum value as above provided for. Said building shall be maintained in good condition and state of repair.

**6. LIENS.** The Lessee shall not suffer or permit any tax, mechanic's or other form of liens to be imposed upon the demised premises or improvements thereon during the term of this lease.

**7. LAKES AND RECREATION AREAS.** The Lessee agrees to abide by the rules and regulations for the use and maintenance of the areas in Ginger Cove not platted in numbered lots, as designated by the Lessor.

**8. MAINTENANCE AND DEVELOPMENT.** During the term of this lease, Lessee agrees to participate and pay his proportionate share of the following activities for the general benefit of the Lessees of home site lots, to wit:

- (1) The maintenance and operation of sanitary sewer facilities and water supply system.
- (2) The maintenance of streets, street lighting and lake.
- (3) The maintenance of street signs and entrance markers.
- (4) Planting and maintenance of trees and shrubbery in the non-numbered lots.
- (5) The care of grass in the non-numbered lots.
- (6) The cost of maintaining a security patrol or such other methods of policing as may be required in the judgment of Lessor, it being understood that Lessee's obligation in this regard shall not exceed \$50.00 per year.

**9. RULES FOR CONDUCT.** Lessee will not do, suffer, or permit any nuisance or improper conduct by any person or persons on or about the demised premises, and will not permit the use of adjacent roads for parking of cars by guests or visitors, but will provide necessary and adequate parking facilities within the boundary of the lease premises. Lessee will not engage in or permit the use of firearms on the leased premises or upon any of the lakes, roads, or recreation areas in Ginger Cove. Each Lessee in Ginger Cove shall accept the risks for himself incident in the maintenance and operation of his own premises. No automobile shall be driven in excess of 20 miles per hour within the platted area, and usual driving and safety rules shall be observed. Only one

power boat shall be permitted in the water from each lot. Docks may not project more than eight (8) feet into the water beyond the lot line. Grading or dredging shall be permitted on the demised lot or lots with permission of the Lessor. No graded or dredged material shall be dumped into the water without specific permission of the Lessor. No plantings or structures shall be placed in the rear 25 feet of the lot, that will obstruct the view from other lots. Drainage from the street to the lake shall be provided at both side lot lines at the time of construction of the dwelling and maintained thereafter. Lessee shall keep his lot or lots free of trash and garbage, and keep weeds cut to a height not to exceed 12 inches. Radio or TV antennas must be placed inside of the house. Boat trailers or camping trailers must be stored in buildings or removed from Ginger Cove. House trailers will not be permitted in Ginger Cove. Lessee further agrees to abide by reasonable rules and regulations established by Lessor. Lessee understands there are others who have the same privileges as Lessee with respect to the lakes and recreation areas in Ginger Cove, and Lessee shall not unnecessarily interfere with other Lessees in the use of such facilities. The leased premises and the lakes and recreation areas in Ginger Cove, if used by guests of the Lessee, shall be the responsibility of the Lessee, and all regulations shall apply.

**10. INDEMNITY OF LESSOR BY LESSEE.** The Lessee agrees to indemnify and hold the Lessor and its property harmless from any loss or damage of any kind, in relation to, on account of, resulting from or occurring during the use or misuse of said property by the Lessee, his family, his guests, or invitees, and in the event that the Lessor shall be made a party to any litigation growing out of the acts or omissions of the Lessee, his family, guests, or invitees, then the Lessee shall pay all the costs and attorney's fees incurred by or against the Lessor, and shall pay any and all judgments which might be rendered against the Lessor or Lessee and Lessor, jointly, in connection with such litigation. The Lessee shall further pay all costs incurred by the Lessor enforcing the covenants, agreements, terms and provisions of this lease. All such costs and attorney's fees so paid by the Lessor and the rents reserved in this lease, and all taxes and assessments paid by the Lessor or paid on its behalf, and the payment of all monies provided in this lease to be made to the Lessor, shall be and all of them are declared to be a first lien upon the leasehold interest herein created, and upon all personal property, furniture, furnishings and equipment in said buildings, at any time during the term of this lease.

**11. REMOVAL OF LEASEHOLD IMPROVEMENTS.** Lessee has the privilege to remove all improvements made by Lessee on said premises provided the same are removed before sixty (60) days after the expiration of this lease, time being of the essence and a material consideration in the regard. If not removed within such sixty (60) days, Lessee shall forfeit all property then remaining on the premises.

**12. RIGHTS OF LESSOR UPON BREACH BY LESSEE.** This lease is made upon the condition that Lessee shall perform all the covenants and agreements herein set forth to be performed by Lessee, all of which are material considerations herein. If at any time there be any default on Lessee's part in the prompt performance of any covenant or agreement or payment of rent, taxes, assessments or other charges or payments by Lessee to be made, or any part thereof, and if such default shall continue for a period of thirty (30) days, or if there shall be default on the part of Lessee in the performance or observation of any of the rules, by Lessee to be observed or performed, and such default continues for a period of sixty (60) days after written notice of such default being given by Lessors to Lessee, Lessors at any time thereafter shall, without demand or notice, have full right at their election to take possession of the leased premises and bring suit for and collect all rents, taxes, assessments, payments or other charges which shall have accrued up to the time of such entry; and thereupon from the time of such entry this lease and all rights herein granted shall become void to all intents and purposes whatsoever and all improvements made on said premises shall be forfeited to the Lessors without compensation therefor to the Lessee, provided also that for rents due and nonperformance of conditions, Lessors may sue at once without effecting a forfeiture thereby, but Lessor's right to effect a forfeiture for such defaults as hereinbefore provided shall not by such suit be waived.

**13. RIGHTS OF LESSOR CUMULATIVE.** Each and all of the various rights, powers, options, elections and remedies of the Lessor contained in this lease shall be considered as cumulative and no one of them shall be exclusive of the other or exclusive of any right, priorities, or remedies allowed by law.

**14. NONWAIVER OF RIGHTS.** No waiver of any breach of any of the covenants, agreements, restrictions and conditions of this lease shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions. Each and all of the terms, covenants, and conditions of this lease shall inure to the assigns, sublessees or the lien holders of the Lessee unless acquired with the consent of the Lessor as provided by this lease.

**15. PARTIES BOUND BY AGREEMENT.** The terms of this agreement are binding upon all successors of the parties hereto, including heirs, devisees, personal representatives, assignees, and legal representatives.

Dated this 10 day of Mar, 1969  
LESSEE  
LESSOR  
Lot Number 111 Annual Rental \$ 380

Building Completion Date \_\_\_\_\_, 19\_\_\_\_

Pl. 3-10-69  
Patented amt \$ 252

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LEASE EXTENSION

The parties mutually agree that the lease dated 10 March 1969 will be extended for a period of twenty (20) years to the 1st day of January, 2037.

The parties further agree that the rental payment for the period of the lease extension will be not less than the annual rent indicated on the above-referenced lease increased fifty percent (50%), and the rent so adjusted shall also be adjusted annually upward or downward, in the same percentage proportion that the Consumer Price Index (United States City Average for Urban Wage-Earners and Clerical Worker Families (1957-59 = 100)) of the United States Department of Labor Statistics for September of the prior year bears to the Consumer Price Index of September, 1970 (which is 136.6).

LOT NO. ///

DATED 19 November 1973  
Carl J. Tioia H.D. Lessee

GINGER COVE, INC. (Lessor)

By Donald H. Long

C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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