

44-525

LEASE

HANSON'S LAKES, LA PLATTE, NEBRASKA

THIS AGREEMENT made and entered into this 11 day of October 1967
by and between Harley Richard Hanson (Manager of Hanson's Lakes), Lessor, the party of the first part, and
H. Carl Miller, Lessee, the party of the second part.

WITNESSETH:

That the Lessor has this day leased to the Lessee for cottage lot purposes only, and for his own personal use, and not for the pecuniary gain or profit of the Lessee, the following described premises, to-wit: Lot 24 100 feet more or less of frontage and ground here-to-fore agreed upon, Lake Number 2 North Shore, the Southeast-Southwest Quarter (¼) of Section Twenty-eight Twenty Seven (28) (27), Township 13, North of Range 13, East of the Sixth Principal Meridian in Sarpy County, Nebraska.

This lease is for a term of 50 years commencing on the 10 day of October, 1967 and ending on the 10 day of October, 2017.

Lessee hereby agrees to pay to Lessor as rent the sum of One Hundred Twenty Five Dollars for each year of the first five year period in this term lease, the first rental payment to be due and payable the 10 day of Oct, 1967, and receipt of the same is hereby acknowledged, and subsequent annual payments for rent to be due and payable on the 10 day of October of each successive year.

Lessee agrees that the annual rental for each successive five year period in this term lease shall be equal to 130 per cent of the true and full value of said premises, exclusive of buildings and structures thereon, as the valuation thereof is determined by the County Assessor and entered upon and shown by the books and records of said Assessor in and for said county, for the purposes of taxation, it being intended that the last true and full valuation of said land for the purposes of taxation, as it appears upon said books and records on the first day of each successive five year period, shall constitute the basis upon which computation shall be made for the purpose of ascertaining the annual rental to be paid for the five years next ensuing, such annual rents to be paid on the day and month of each year as hereinbefore stated provided however that the rent during said term shall in no year thereof be less than 100 per cent of the true value of said premises, exclusive of improvements thereon as determined by the Assessor for taxation purposes for the year 1967.

It is further agreed that the rental increase cannot exceed 25c per running foot for any one five-year period.

It is further agreed and understood that should it be subsequently established to the satisfaction of the Lessor that the Lessee hereunder or any of his agents or assigns shall have violated any of the provisions herein contained, then this lease shall become void, and the Lessee or his agents, successors or assigns shall have no further rights, claims or demands under this lease and such lease shall be terminated forthwith without any further notice by the Lessor.

It is further agreed and understood that this lease is not assignable without the consent of the Lessor in writing, and at the expiration of this lease, or termination for any cause, the Lessee shall have thirty days from the expiration of said lease to remove all buildings or structures placed thereon by him, except trees, grasses, shrubbery, roads, walks and other beautifying works, and providing that the Lessee shall make such removal in a workmanlike manner and not cause any unnecessary damage to the property covered by this lease.

It is further agreed and understood that in the event the Lessee shall receive from a third party at any time during the term of this lease a bona fide offer to purchase his cottage at a specified price, whether such price be first fixed by Lessee or the third party, and the Lessee shall decide to sell the same for such amount, the Lessee shall promptly give to the Lessor notice of the terms of such offer and of Lessee's willingness to sell for the price offered, and the Lessor shall have the first refusal and privilege (which will hereafter be referred to as an "option") of purchasing said cottage at such a price; such option to be exercised within ten days after Lessor receives notice from Lessee, by Lessor notifying the Lessee that he will purchase said cottage for the amount specified in said offer. In the event the Lessor shall not give the Lessee notice, within said ten day period, of his election to purchase for the amount specified in said offer, Lessor shall not be obligated to purchase, and Lessee may thereafter sell said cottage to the party making the offer provided that the Lessee has previously secured the consent of the Lessor to the sale of the cottage to this party, such consent to be in writing. If for any reason said cottage is not sold to such party, notice of any subsequent bona fide offers, acceptable to the Lessee, shall be given to the Lessor upon the same terms and conditions for acceptance or rejection as hereinabove provided.

It is further agreed and understood that the Lessee agrees to keep as a condition of this lease the premises in a good and sightly condition, and no refuse shall be permitted to accumulate on said premises, and the premises shall have adequate sanitary facilities as are necessary to protect the health and welfare of the area, and in accord with all rules and regulations of the sanitation department of the Department of Health, the State of Nebraska, and the premises shall at all times be kept in a good husbandlike condition.

It is further agreed and understood that the above described premises shall be assigned to and become a part of a certain area or group of lots and cottages as designated and determined by the Lessor, and such area of which the above described premises shall be a part shall have the authority to pass such rules and regulations that it deems necessary for the benefit and welfare and improvement of its area, as long as the same are not contrary to this lease, and the Lessee agrees and is subject to such rules and regulations, and the violation thereof shall constitute a violation of this lease and grounds for cancellation hereof by the Lessor.

No. " Sell out or transfer charge - no refund on unused lease. Lec # 012034

44-525

It is further agreed and provided that in each area of which the above described premises is a part shall have the authority to make special assessments for the improvements and betterment of the area, and such improvements and betterment may be assessed proportionately against the Lessee to the extent that it is of special benefit to the Lessee, and may provide for the conditions of payment of such special assessment against the above described premises and on the failure of the Lessee to pay said special assessment within ninety days after being notified thereof in writing by the officers of the area of which it is a part, such failure to pay such special assessment shall constitute violation of this lease, and the Lessor may without further notice cancel and annul this lease.

The Lessee agrees to hold the Lessor harmless from any claims or damages resulting from the use of said premises, and the lake adjacent thereto, by the Lessee or any persons entering said premises and utilizing the same, or the lake adjacent thereto, at the invitation or knowledge of the Lessee.

The Lessee further agrees that he will not do any damage or permit any damage to be done to the premises of the Lessor upon which the cottage is located, that he will not conduct himself on said premises or permit others to conduct themselves therein in such manner as to disturb or embarrass the occupants of other cottages in the same locality, that he will not permit said premises to be used in any manner for an unlawful purpose, that he will be fully responsible for the behavior and conduct of any person or persons whom he may invite upon said premises and for any damage that they might do to said premises or to the property of any other person or persons situated upon said premises.

The Lessee shall have the exclusive control and possession of the above described premises and may use the same as he sees fit as long as it does not violate the terms of this agreement, and the Lessor in no way assumes any responsibility for the care, preservation or protection of any property or structures which the Lessee may place on the property covered by this lease.

It is further agreed and understood that there are no other promises or covenants made by the Lessor except as are contained in this agreement.

IN WITNESS THEREOF, the parties have hereto set their hands the day and year first above written.

WITNESS:

Harley Richard Hanson
Lessor, Party of the First Part
(Harley Richard Hanson, Manager of Hanson's Lakes)

N. Gail Miller
Lessee, Party of the Second Part

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525 Carl L. Hillebrand

Pt 3
Gail Miller
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