

63 - 45/46

BOOK 543 - 357

SITE LEASE

THIS LEASE, made as of the 8th day of April, 1974, by and between The Northwest Baptist Home Society, a Minnesota Non-Profit Corporation, duly qualified to do business in the State of Nebraska, (the "Lessor"), and HOSPITAL AUTHORITY NO. 3 OF DOUGLAS COUNTY, NEBRASKA, a public corporation, (the "Lessee"),

WITNESSETH:

Lessee desires to obtain a Site for the construction of a Nursing Care Facility within the Authority boundaries in Douglas County, Nebraska, and Lessor is the owner of a suitable Site for such purpose, which Lessee desires to lease. Lessee further desires to employ Lessor as the manager of the Nursing Care Facility to be constructed and has done so pursuant to an Operating Agreement of even date herewith.

In consideration of the construction by Authority of an addition to the existing Nursing Care Facility on the Site and the making of an Operating Agreement, dated as of April 8, 1974, and the mutual agreements herein contained, Lessor does hereby lease unto Lessee, and Lessee does hereby lease from Lessor, the property located in Douglas County, Nebraska, and legally described on Exhibit A hereto, on the following terms and conditions:

1. There shall be no rental payable by Lessee to Lessor, as the Agreements above mentioned are the consideration for this Lease.

2. This Lease is for a term of thirty (30) years commencing April 8, 1974, and expiring on April 8, 2004, but if the Operating Agreement is extended pursuant to the provisions thereof, then the term of this Lease and all of the provisions hereof shall be extended for the same period; provided, however, that in no event shall this Site Lease terminate until all Series 1974 Bonds and any other Bonds issued pursuant to the Bond Resolution of Lessee adopted October 8, 1974, have been paid in full.

3. Lessor agrees to pay any taxes and assessments, general and special, utility charges and all other impositions, ordinary or extraordinary, of every kind and nature, which might be levied or assessed on the Site and the Nursing Care Facility, the completed project to be known as "The Maplecrest Retirement Center".

4. Lessee agrees to cause an addition to the Nursing Care Facility to be constructed on the site in accordance with plans and specifications prepared by Lessor. Such Nursing Care Facility shall be built as provided in the Operating Agreement and the Bond Resolution.

5. The parties agree that the Operating Agreement and Bond Resolution contain provisions satisfactory to both parties for payment of costs of repairs, renewals and replacements with respect to the site and for providing insurance with respect to the site and Nursing Care Facility thereon. Lessor and Lessee agree that no land shall be released from this Site Lease and no amendments made to this Site Lease except to the extent permitted by, and upon compliance with the conditions of, the Bond Resolution. After all Bonds issued by Lessee have been paid or satisfied in full, amendments to this Site Lease or changes in the land leased may be made as the parties may agree.

6. Lessor warrants and covenants that it is the owner in fee simple of the Site and that the same is free and clear of all liens, claims, encumbrances, covenants and restrictions, except for easements and restrictions which do not impair the usage of the Site for the operation of the Nursing Care Facility to be constructed thereon, and except a first mortgage covering the Site and other land, having an unpaid balance of less than \$426,000 which mortgage Lessor hereby covenants to pay or otherwise cause to be released as

a lien upon the premises leased hereby. Lessor further warrants to the Lessee the peaceful and quiet enjoyment of the Site throughout the term of this Lease so long as Lessee shall perform its obligations hereunder.

7. In the event that all or any portion of the Site is condemned, the provisions of Article XIII of the Operating Agreement shall be applicable. Lessor hereby assigns any award or other payment received by it as a result of any condemnation of the Site or any portion thereof in accordance with that provision of the Operating Agreement, to be applied in accordance with the provisions of the Bond Resolution. If the Operating Agreement shall not be in effect at the time of any such condemnation, any award received for condemnation of the Site or any part thereof shall be paid to the Trustee under the Bond Resolution and first applied to the payment of any Bonds or other indebtedness of the Authority outstanding, and any balance remaining shall be paid to Lessor.

8. Waiver by either party of any default on the part of the other party shall not be deemed in any manner a waiver of any subsequent default nor shall any delay upon the part of either party in enforcing any of the provisions hereof preclude such party at any subsequent time from promptly enforcing the provisions hereof.

9. Lessor acknowledges that under the Bond Resolution Lessee has pledged its interest under this Site Lease and agrees that the Trustee and the holder of any Bonds issued by Lessee may enforce this Lease and the rights of Lessee hereunder as provided in the Bond Resolution. Lessor hereby consents to such pledge and such provisions in the Bond Resolution.

10. Any notices or demands made hereunder shall be in writing and shall be personally delivered to the other party or may be mailed by certified mail, addressed to the addressee at such address as each of the parties has designated in writing, or if they have not designated such address at their last-known address.

11. Upon termination of this Site Lease, whether at the expiration of its term or otherwise, all improvements on the Site shall automatically become the property of the Lessor, and Lessee shall execute any and all conveyances, transfers or other documents necessary to confirm such ownership. If requested by either party, the other shall execute a document in recordable form stating that the Site Lease has terminated and the date of such termination.

12. This Site Lease shall be binding upon the successors and assigns of both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

NORTHWEST BAPTIST HOME SOCIETY,
Lessor,

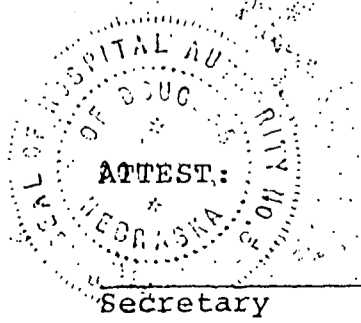
By Paul W. Steinbock
President



Lee Roy Peterson
Secretary

HOSPITAL AUTHORITY NO. 3 OF
DOUGLAS COUNTY, NEBRASKA, Lessee,

By Ben J. Shrin
Chairman



[Signature]
Secretary

STATE OF NEBRASKA,)
) SS
COUNTY OF DOUGLAS.)

On this 16^m day of October, 1974, before me, the undersigned, a notary public in and for said County and State, came Harold W. Kleinpaste, President of Northwest Baptist Home Society, a not for profit corporation existing under the laws of the State of Minnesota, and qualified to do business in the State of Nebraska, and LeeRoy Peterson, Secretary of the Corporation, who are personally known to me to be such officers and the same persons who executed the foregoing Site Lease on behalf of the Corporation, and they acknowledged the execution of the Site Lease to be the voluntary act and deed of the corporation and their voluntary act and deed as such officers.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal the day and year last above written.



THOMAS J. SHOMAKER
General Notary State of Nebr.
My Commission Expires
March 15, 1978

[Handwritten Signature]

Notary Public

STATE OF NEBRASKA,)
) SS
COUNTY OF DOUGLAS.)

On this 16^m day of October, 1974, before me, the undersigned, a notary public duly qualified for said County and State, came Ben F. Shrier, Chairman of the Board of Trustees of Hospital Authority No. 3 of Douglas County, Nebraska, and Lamont Wallin, Secretary of the Board of Trustees of the Authority, who are personally known to me to be such officers and the same persons who executed the foregoing Site Lease on behalf of the Authority, and they acknowledged the execution of the same to be the voluntary act and deed of the Authority and their voluntary act and deed as such officers.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



THOMAS J. SHOMAKER
General Notary State of Nebr.
My Commission Expires
March 15, 1978

[Handwritten Signature]

Notary Public

EXHIBIT A
to
Site Lease
Between
Northwest Baptist Home Society, as Lessor,
and
Hospital Authority No. 3 of Douglas County, Nebraska,
as Lessee

Description of Land Leased

A part of Lots 1, 2, 3, and 4, Block 2, Burnham Place, an Addition to the City of Omaha, Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Northeast property corner of Lot 1, Block 2; thence south along the east property line of said Lot 1, (said property line a/k/a the west right-of-way line of 66th Avenue), a distance of 11 feet to the point of beginning; thence continuing south along the said east property line of Lot 1 and Lot 4, a distance of 208 feet; thence west along a line 219 feet south of and parallel to the north property line of said Lot 1, a distance of 35.67 feet; thence south along a line 35.67 feet west of and parallel to the said east property line of Lot 4, a distance of 60 feet; thence west along a line 279 feet south of and parallel to the said north property line of Lot 1, a distance of 22.33 feet; thence north along a line 58 feet west of and parallel to the said east property line of Lot 4, a distance of 60 feet; thence west along a line 219 feet south of and parallel to the said north property line of Lots 1 and 2, a distance of 293 feet to a point located on the centerline of vacated 67th Street; thence north along the said centerline of vacated 67th Street, a distance of 219 feet; thence east along a line 33 feet south of and parallel to the centerline of Maple Street (said line being the south right-of-way line of Maple Street and the north property line of Lots 1 and 2), a distance of 218 feet; thence south along a line 133 feet west of and parallel to the said east property line of Lot 1, a distance of 11 feet; thence east along a line 11 feet south of and parallel to the said north property line of Lot 1, a distance of 133 feet to the point of beginning.

Said property containing 76,745.8 sq. ft. or 1.76 acres more or less.

1
ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
16 DAY OF October 1974 AT 8:59A M. C. HAROLD OSTLER, REGISTER OF DEEDS

1300