

FILED SARPY CO. NE.

INSTRUMENT NUMBER

2002-26207

2002 JUL 15 A 11:16

Glenn J. Dowling

REGISTER OF DEEDS

Counter *1422*
Verify *AK*
D.E. *AK*
Proof *AK*
Fee \$ *35.50*
Ck ☒ Cash ☐ Chg ☐
1422

AMENDMENT TO GROUND LEASE

THIS AGREEMENT is entered into by and between **BEACON VIEW, INC.**, a Nebraska nonprofit corporation (hereinafter referred to as "**BEACON VIEW**"), and **ROBERT W. SCHNAIDT** and **JAYNE F. SCHNAIDT**, husband and wife (hereinafter called "**LESSEES**," whether one or more),

WHEREAS, **BEACON VIEW** is the owner of the parcel of land designated as Lot No. 16 in the Declaration and Agreement of Restrictive Covenants dated March 20, 1988, filed with the Register of Deeds of Sarpy County, Nebraska, on March 12, 1990, as Instrument No. 90-03154, said lot (hereinafter referred to as "**the LEASED PREMISES**") consisting of an informally-subdivided portion of the larger parcel of land (hereinafter referred to as "**the BEACON VIEW PROPERTY**") that is described as follows, to-wit:

That part of Tax Lot "F" and Tax Lot "D" and Government Lot 2, all in Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska described as follows: Beginning the center of said Section 29; thence N 33° 18' 30" W, 3086.53 feet to a point 50.0 feet South of the North line of said Section 29; thence S 89° 37' W on a line 50.0 feet South of and parallel with the North line of said Section 29, 264.41 feet; thence South 1199.6 feet; thence West 416.7 feet to a point on the Easterly bank of the Platte River; thence Southerly on the Easterly bank of the Platte River to a point where it intersects a line 100.0 feet Northwesterly from the centerline of CB&Q Railroad track; thence N 51° 56' E on a line 100.0 feet Northerly from and parallel with the centerline of said railroad tracks, 1844.87 feet; thence N 14° 34' W 54.46 feet; thence S 51° 56' W, 166.50 feet; thence S 71° 36' W, 69.1 feet; thence N 85° 19' 55" W, 52.4 feet; thence N 60° 29' 35" W, 48.9 feet;

thence N 33° 04' 05" W, 61.6 feet; thence N 18° 14' 25" W, 79.9 feet; thence N 14° 27' 10" W, 58.4 feet; thence North 115.7 feet to the point of beginning. (The East line of the NW ¼ of Section 29 assumed North-South in direction.)

and

That part of Tax Lot "F" in the SE ¼ of Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska more particularly described as follows: Beginning at a point of the West line of the SE ¼; being 115.51 feet South of the Center of said Section 29, thence S 14° 27' 10" E, 58.4 feet; thence S 18° 14' 25" E, 79.9 feet; thence S 33° 04' 05" E, 61.6 feet, thence S 60° 29' 35" E, 48.9 feet; thence S 85° 19' 55" E, 52.4 feet; thence N 71° 36' E, 69.1 feet; thence N 51° 56' E, 166.50 feet; thence S 14° 34' E, 54.46 feet to the North R.O.W. line of C.B.& Q. Railroad; thence S 51° 56' W, 480.67 feet along the North R.O.W. line of C.B.&Q. Railroad to the West line of said SE ¼ thence North 436.81 feet along the West line of said SE ¼ to the point of beginning;

WHEREAS, by an unrecorded Ground Lease Agreement (hereinafter referred to as "the LEASE") entered into on April 1, 1990 by and between the LESSEES on the one hand, and BEACON VIEW, on the other hand, a true and correct copy of which is attached hereto as Exhibit B-1 and incorporated herein by reference, BEACON VIEW leased the LEASED PREMISES to the LESSEES; and,

WHEREAS, the LESSEES contemplate assigning the LEASE to the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the NRD"). and,

WHEREAS, the NRD contemplates removing the leasehold improvements from the LEASED PREMISES and erecting thereon a flood protection levee and appurtenances thereto; and, BEACON VIEW desires to consent to the assignment of the LEASE to the NRD and to the NRD's contemplated use of the LEASED PREMISES.

NOW, THEREFORE, for value received and the mutual covenants of the parties hereinafter expressed, BEACON VIEW and the LESSEES hereby agree that

1. BEACON VIEW hereby consents to the LESSEES' assignment of the LEASE to the NRD, without prejudice to the LESSEES' membership in BEACON VIEW or the LESSEES' right to transfer lots as provided by the by-laws of BEACON VIEW.

2. Notwithstanding any provisions of the LEASE to the contrary, upon the LESSEES' execution and delivery of the assignment of the LEASE to the NRD:

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a. The NRD may unilaterally terminate the LEASE without cause after 10 days written notice of termination has been delivered to BEACON VIEW.

b. Prior to the NRD's termination of the LEASE, the NRD shall have the right to exclusive possession of the LEASED PREMISES.

c. Prior to the NRD's termination of the LEASE, the NRD shall remove and convert to its own use, or demolish, all structures and other improvements on the LEASED PREMISES all at the NRD's sole cost and expense.

d. Prior to the NRD's termination of the LEASE the NRD shall demolish and properly decommission any wells and septic systems serving the LEASED PREMISES, all at the NRD's sole cost and expense.

3. BEACON VIEW waives compliance by the NRD with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501, R.R.S. 1943, et seq.).

In witness whereof, this instrument is executed by the parties as of this 9th day of JULY, 2002.

BEACON VIEW, INC.

By Robert W. Schnaidt
Chairman

Robert W. Schnaidt
ROBERT W. SCHNAIDT

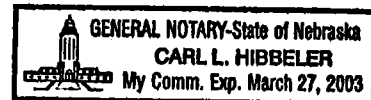
Jayne F. Schnaidt
JAYNE F. SCHNAIDT

2002-26207C

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 9th day of JULY, 2002, by ROBERT W. SCHNAIDT, Chairman of Beacon View, Inc., on behalf of the corporation.

Carl L. Hibbler
Notary Public



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 9th day of JULY, 2002, before me, a Notary Public in and for said County, personally came ROBERT W. SCHNAIDT and JAYNE F. SCHNAIDT, husband and wife, and acknowledged the execution of the above instrument as their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Carl L. Hibbler
Notary Public

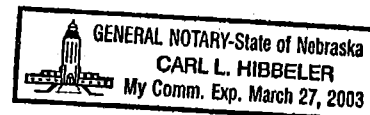


EXHIBIT "B-1"

2002-26207D

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT is made and entered into as of this first day of April, 1990 between Season View, Inc., a Nebraska nonprofit corporation (the "Lessor") and Robert W. Schnaidt and Jayne F. Schnaidt, husband and wife (the "Lessee").

WITNESSETH

WHEREAS, the Lessor has caused the execution and filing of that certain Declaration and Agreement of Restrictive Covenants dated March 20, 1988, (the "Declaration") which was filed on March 12, 1990 as Instrument No. 90-03134 of the records of Sarpy County, Nebraska; and

WHEREAS, the Declaration subjects a certain tract of land (the "Land") to the restrictions therein described; and

WHEREAS, the Lessor and the Lessee desire to enter into this Ground Lease relating to Lot 16 (the "Lot"), as described in the Declaration and in Exhibit A, hereto;

NOW, THEREFORE, in consideration of the foregoing, and the performance of the matters set forth below, the Lessor and the Lessee agree as follows.

Section 1. Demising of the Lot. The Lessor hereby leases the Lot to Lessee and the Lessee hereby lets the Lot from the Lessor for a period of one hundred (100) years unless earlier terminated as set forth in this Lease Agreement, commencing the date hereof.

Section 2. Rental Payments. The Lessee agrees to pay, as basic rent ("Basic Rental Payments"), on or before the first day of January in each year, commencing January 1, 1991, during the term of this Lease Agreement, for the succeeding year in advance, the basic annual rent of fifty dollars (\$50.00). The Lessor acknowledges receipt of \$30.00 in payment of the rental due for the year 1990.

The Lessee also agrees to pay, as supplemental rent ("Supplemental Rental Payments"), on or before the first day of June of each year, the amount levied by the Lessor as the Lessee's allocable share of expenses incurred in connection with the Lessor's operations as a non-profit corporation. The Basic and Supplemental Rental Payments are hereinafter referred to as "Rental Payments".

The Rental Payments shall be paid to the Lessor at the Treasurer's address as shown on the statement received from the Treasurer, or at such place as may be designated from time to time by the Lessor.

Section 3. Taxes to be Paid by the Lessee. The Lessee shall pay all real and personal property taxes and special assessments imposed by any governmental or quasi-governmental body, upon the Lot and any improvements situated thereon during the term of this Lease Agreement. In the event the taxes or assessments for the Land and improvements situated thereon are not determined and billed on an individual lot basis by the governmental authority levying such taxes or assessments, the Lessee shall pay that portion of such tax or assessment determined by the Lessor to be attributable to the Lot and the improvements situated thereon.

Section 4. Assignment and Subleasing of Lease Agreement. The Lessee may assign his (or her) interest in this Lease Agreement provided that written permission to assign must first be obtained from the Lessor. Such consent shall be obtained in accordance with the Bylaws and Rules of the Lessor. Any attempt by the Lessee to assign his (or her) interest in this Lease Agreement without the prior written consent of the Lessor shall, at the option of the Lessor, operate to void this Lease Agreement. The Lessor shall be furnished a copy of any assignment of this Lease Agreement.

The Lessee shall not enter into any subleasing agreement except in accordance with the Bylaws and the Rules of the Lessor.

Section 5. Reference to the Declaration. The Lessee covenants that the Lot shall be used only for residential purposes, and the Lessee shall not permit any business, occupation or unlawful activity to be conducted thereon. The Lessee further covenants to restrict the use of the Lot (and any structure situated thereon) in a manner consistent with the restrictions contained in the Declaration and otherwise to abide by the Bylaws and Rules of the Lessor.

Section 6. Liens. Except for mortgages or deeds of trust consensually made by the Lessee, the Lessee shall not suffer or permit any tax, mechanic's lien or other form of lien to be imposed upon the Lot or improvements situated thereon.

Section 7. Indemnity of the Lessor by the 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 the Lot or the Land by the Lessee, a family member, a guest, an invitee or any sub-lessee, and in the event that the Lessor shall be made a party to any litigation arising out of the acts or omissions of the Lessee, a family member, guest, invitee, or sublessee, 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 the Lessee and the Lessor, jointly in connection with such litigation. The Lessee shall further pay all costs incurred by the Lessor in enforcing the terms and provisions of this Lease Agreement. The Lessee further agrees to indemnify and hold the Lessor and its property harmless from any loss arising by reason of the execution, delivery or recordation of any instrument by which the Lessee's interest in the Lot is pledged as collateral for the performance of any obligation.

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EXHIBIT "A"

So much of:

That part of Tax Lot "F" and Tax Lot "D" and Government Lot 2, all in Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska described as follows: Beginning the center of said Section 29; thence N 33° 18' 30" W, 3086.53 feet to a point 50.0 feet South of the North line of said Section 29; thence S 89° 37' W on a line 50.0 feet South of and parallel with the North line of said Section 29, 264.41 feet; thence South 1199.6 feet; thence West 416.7 feet to a point on the Easterly bank of the Platte River; thence Southerly on the Easterly bank of the Platte River to a point where it intersects a line 100.0 feet Northwesterly from the centerline of CB&Q Railroad track; thence N 51° 56' E on a line 100.0 feet Northerly from and parallel with the centerline of said railroad tracks, 1844.87 feet; thence N 14° 34' W 54.46 feet; thence S 51° 56' W, 166.50 feet; thence S 71° 36' W, 69.1 feet; thence N 85° 19' 55" W, 52.4 feet; thence N 60° 29' 35" W, 48.9 feet; thence N 33° 04' 05" W, 61.6 feet; thence N 18° 14' 25" W, 79.9 feet; thence N 14° 27' 10" W, 58.4 feet; thence North 115.7 feet to the point of beginning. (The East line of the NW 1/4 of Section 29 assumed North-South in direction.) and

That part of Tax Lot "F" in the SE 1/4 of Section 29, T 13 N, R 10 E of the 6th P.M., Sarpy County, Nebraska more particularly described as follows: Beginning at a point of the West line of the SE 1/4; being 115.51 feet South of the Center of said Section 29, thence S 14° 27' 10" E, 58.4 feet; thence S 18° 14' 25" E, 79.9 feet; thence S 33° 04' 05" E, 61.6 feet; thence S 60° 29' 35" E, 48.9 feet; thence S 85° 19' 55" E, 52.4 feet; thence N 71° 36' E, 69.1 feet; thence N 51° 56' E, 166.50 feet; thence S 14° 34' E, 54.46 feet to the North R.O.W. line of C.B. & Q. Railroad; thence S 51° 56' W, 480.67 feet along the North R.O.W. line of C.B. & Q. Railroad to the West line of said SE 1/4 thence North 436.81 feet along the West line of said SE 1/4 to the point of beginning;

as Beacon View, Inc. has designated as Lot

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Section 8. Removal of Leasehold Improvements. So long as the Lessee is not in default of this Lease Agreement, the Lessee has the privilege, pursuant to the Declaration and the Rules, to remove all improvements made by the Lessee on the Lot provided that such improvements are removed within sixty (60) days after the expiration of the term of this Lease Agreement, time being of the essence and a material consideration in this regard. If any improvements are not removed within such sixty (60) day period, the Lessee shall forfeit all property then remaining on the Lot.

Section 9. Rights of the Lessor Upon Breach by the Lessee. This Lease Agreement is made upon the condition that the Lessee shall well and truly perform all the agreements set forth herein and in the Declaration to be performed by the Lessee, all of which are material considerations in the making of this Lease Agreement. If at any time there be any default on the Lessee's part in the prompt performance of any agreement or payment of Rental Payments, taxes, assessments, or other charges or payments by the Lessee to be made, or any part thereof, and if such default shall continue for a period of ninety (90) days, the Lessor at any time thereafter shall, after having delivered written notice specifying such default to the Lessee at the Lot, have full right at its election to take possession of the Lot and the improvements situated thereon and bring suit for and collect all Rental Payments due under this Lease Agreement, taxes, assessments, payments or other charges which shall have accrued up to the time of such entry; and, from the time of such entry, this Lease Agreement shall become void for all purposes whatsoever and all improvements made on the Lot shall be forfeited to the Lessor without compensation therefor to the Lessee, provided also that for Rental Payments due and nonperformance of conditions, the Lessor may sue at once without effecting a forfeiture thereby, but such shall not constitute a waiver of the Lessor's right to effect a forfeiture for such defaults as provided in this Lease Agreement.

Section 10. Rights of the Lessor Cumulative. Each and all of the various rights, powers, option, elections and remedies of the Lessor contained in this Lease Agreement shall be considered as cumulative and no one of them shall be exclusive of the other or exclusive of any rights, priorities, or remedies allowed by law.

Section 11. Waiver of Rights. No waiver of any breach of any of the covenants, agreements, restrictions and conditions of this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions.

Section 12. Rights Appurtenant to this Lease Agreement. Subject to the limitations contained in the Declaration, and with the understanding that the Lessee shall share such right in common with others, the Lessee is granted a non-exclusive easement of enjoyment and use in and to the Land (except such Lots as are leased to other persons), the waterways and the Roadways (as such terms are defined in the Declaration), it being the purpose of this provision to confer such easement as a part of this Lease Agreement.

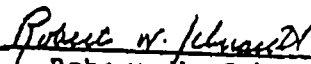
Section 13. Parties Bound by this Lease Agreement. The terms of this Lease Agreement are binding upon all successors of the parties hereto, including heirs, devisees, persons, representatives, assignees and legal representatives.

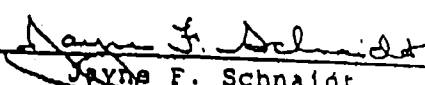
The Lessor,
SEACON VIEW, INC.

By 
The President

Roy B. Hay

The Lessee,


Robert W. Schnaidt


Jayne F. Schnaidt