

FILED FOR RECORD 9-13-90 AT 1:19 PM INSTRUMENT NO. 90-13155

90-13155

✓
FILED
GRANTEE
GRANTOR
FILED
CHECKED
FEE \$

REGISTER OF DEEDS, SARPY COUNTY NE

GROUND LEASE AGREEMENT

Paul C. Kennedy

2050

THIS GROUND LEASE AGREEMENT is made and entered into as of this first day of April, 1990 between Beacon View, Inc., a Nebraska nonprofit corporation (the "Lessor") and Paul C. Kennedy and Martha G. Kennedy (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. 90-03154 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 33 (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 \$50.00 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.

13155

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 terms 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.

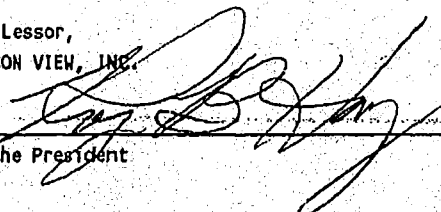
Section 10. Rights of the Lessor Cumulative. Each and all of the various rights, powers, option, elections and remedies of the Lessor contained in this Lease Agreement shall be considered as cumulative and no one of them shall be exclusive of the other or exclusive of any rights, priorities, or remedies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

Section 11. Nonwaiver 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, personal representatives, assignees and legal representatives.

The Lessor,
BEACON VIEW, INC.

By 
The President

The Lessee

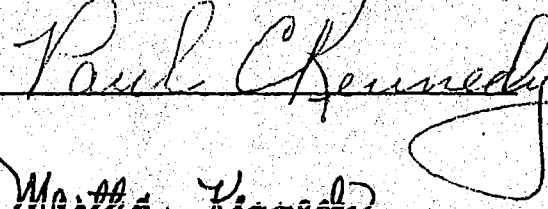
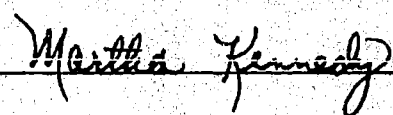



EXHIBIT "A"

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;

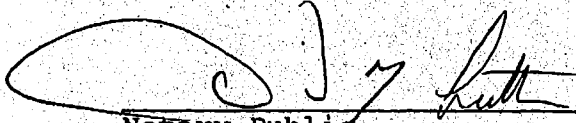
as Beacon View, Inc. has designated as Lot 33

90-13155C

STATE OF NEBRASKA)
COUNTY OF SAUNDERS) SS.

The foregoing Ground Lease Agreement was acknowledged before me this 8 day of Sept., 1990 by Roy B. HAY, the President of Beacon View, Inc., a Nebraska non-profit corporation, on behalf of the corporation.


 GENERAL NOTARY-State of Nebraska
DAVID N. LUTTON
My Comm. Exp. Feb. 5, 1994


Notary Public

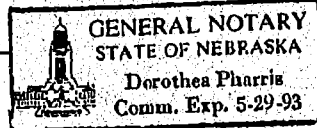
My commission expires: _____

STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing Ground Lease Agreement was acknowledged before me this 20th day of August, 1990 by Paul C. Kennedy, an individual, on his own behalf.



Notary Public

My commission expires: 5-29-93



STATE OF NEBRASKA)
COUNTY OF Douglas) SS.

The foregoing Ground Lease Agreement was acknowledged before me on this 30th day of August, 1990 by Martha G. Kennedy, an individual, on her own behalf.


Notary Public

My commission expires: 5-29-93

