

2006-31725

Glenn G. Bowdoin

Termination  
of Leasehold  
Lease

COUNTER 10 C.E. 10  
 VERIFY 10 D.E. 10  
 PROOF an  
 FEES \$ 10.50  
 CHECK # 13368  
 CHG. \_\_\_\_\_ CASH \_\_\_\_\_  
 REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
 SHORT \_\_\_\_\_ NGR \_\_\_\_\_

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**THIS PAGE ADDED  
FOR RECORDING  
INFORMATION.**

**DOCUMENT STARTS ON  
NEXT PAGE.**

**LLOYD J. DOWDING**

**SARPY COUNTY REGISTER OF DEEDS**  
**1210 GOLDEN GATE DRIVE, #1109**  
**PAPILLION, NE 68046-2895**  
**402-593-5773**

FA-51754

Q. Now, you said that you were not sure whether or not you were talking to the person who was the subject of the conversation, is that right?

2006-31725A

Termination of Lease(s)  
Acknowledgment of Restrictive Covenants - Further Cooperation

The undersigned, Lloyd L. Darrow, is today receiving a corporate warranty deed from Beacon View, Inc. conveying to them the following described real estate:

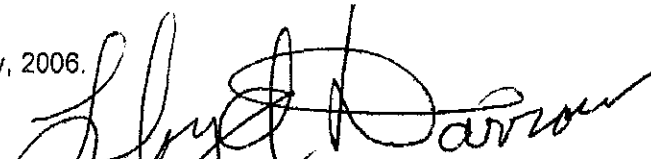
Lot 21, in BEACON VIEW, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska

In consideration of this conveyance, the undersigned, being first duly sworn, state and agree as follows:

1. Terminates any previous leasehold interest they have had under lease with Beacon View, Inc. as to the above real estate or any other real estate of Beacon View, Inc. As indicated by the signature of its President, Beacon View, Inc. hereby also terminates any such lease agreement. Both the undersigned and Beacon View, Inc. here state that such lease termination shall not affect the rights of any lender to the undersigned which is secured by any assignment of such leasehold rights and such lease termination shall not be effective to the extent of such assignment.
2. Understands that the real estate taxes against the above described property for 2006 - delinquent in 2007 - shall be paid by the undersigned and not by Beacon View, Inc.
3. Acknowledges receipt of a copy of the Restrictive Covenants and Rules of Conduct relating to Beacon View, Inc. and further acknowledges understanding that ownership of the above described property is subject to such Covenants and Rules.
4. Agree to cooperate in a reasonable manner as necessary in order to address any title or boundary issue as may relate to another member's lot at Beacon View.

Dated this 30<sup>th</sup> day of July, 2006.

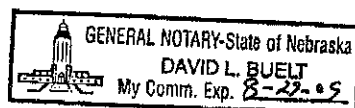
Beacon View, Inc.

  
Lloyd L. Darrow

By Robert W. Schnaidt  
President

State of Nebraska )  
County of Sarpy )

The foregoing was acknowledged and sworn before me by Lloyd L. Darrow on 7-30, 2006.



  
Notary Public

31725

\*a single person, also Robert W. Schnaidt, President of Beacon View

Out

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2007-26683

REGISTER OF DEEDS USE

COUNTER ah G.E. ah  
VERIFY ah D.E. ah  
PROOF P  
FEES \$ 65.00  
CHECK # \_\_\_\_\_  
CHG PNR-65.00 CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

2007 AUG 30 A 10:48

Shirley J. Lawing  
REGISTER OF DEEDS

### 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 **DAVID L. BUELT and ERIN E. BUELT**, as joint tenants (hereinafter called "**LESSEES**," whether one or more),

**WHEREAS**, BEACON VIEW is the owner of the parcel of land designated as Lot No. 32 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:

SEE ATTACHED EXHIBIT "A" PW

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 6<sup>th</sup> 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 6<sup>th</sup> 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 as of April 21, 2006, 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 "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, 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:

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 covenants that it will not allow or permit any further structural uses of the LEASED PREMISES.

4. 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 2 day of Apr. 1, 2007.

BEACON VIEW, INC.

By Allen B. Wilco  
President

David L. Buel  
DAVID L. BUELT  
Address: 10020 N. 53 St.  
Omaha, NE 68152

ERIN E. BUELT

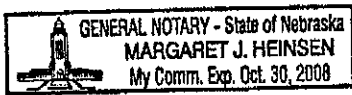
Address:

*Erin E. Buelt*

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Douglas )

On this 30 day of May, 200<sup>7</sup>6, before me, a  
Notary Public in and for said County, personally came DAVID L. BUELT and  
ERIN E. BUELT, as joint tenants, and acknowledged the execution of the above  
instrument as their voluntary act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

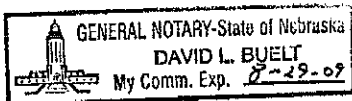


Margaret J. Heinsen  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me on this 2 day  
of April, 200<sup>7</sup>6, by Allen B. Wilde,  
President of Beacon View, Inc., on behalf of the corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.



David L. Buelt  
Notary Public

E

EXHIBIT "A"

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 6<sup>th</sup> 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 6<sup>th</sup> 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;

and

Lots 1 through 12, inclusive, in Beacon View #1, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

and

Lots 13 through 26, inclusive, and outlots 3, 4, and 5, in Beacon View, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

As Beacon View, Inc. has designated as Lot 32



207 15326A  
E

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 Bill Hayes  
The President

The Lessee,

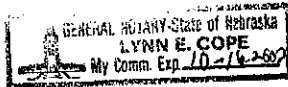
David L. Buelt  
David L. Buelt

Erin E. Buelt  
Erin E. Buelt

2002-15326B  
H

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF )

The foregoing Ground Lease Agreement was acknowledged before me  
this 3rd day of April, 2002 by Bill Hayes,  
the President of Beacon View, Inc., a Nebraska non-profit corpo-  
ration, on behalf of the corporation.

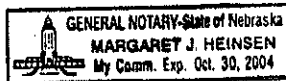


Lynn E. Cope  
Notary Public

My commission expires: 10-16-2002

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF )

The foregoing Ground Lease Agreement was acknowledged before me  
this 2 day of April, 2002 by David L. Buelt  
an individual, on his own behalf.

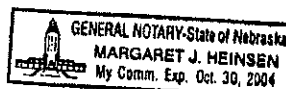


Margaret J. Heinsen  
Notary Public

My commission expires: Oct 30, 2004

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF )

The foregoing Ground Lease Agreement was acknowledged before me on  
this 2 day of April, 2002 by Erin E. Buelt  
an individual, on her own behalf.



Margaret J. Heinsen  
Notary Public

My commission expires: Oct 30, 2004

~~2007-157260~~  
2007-26683 I

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 32 (Thirty Two)