

Recorder Note: Indexed against Lot 2 Marijo Estates and lots 4-5 Clarkson Medical Campus Replat

RETURN TO
ADAMS & SULLIVAN
1246 Golden Gate Drive, Ste. 1
PAPILLION, NEBRASKA 68046

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09-30-10
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COUNTER ah C.E. ah
VERIFY ah D.E. ah
PROOF _____
FEES \$ 88.00
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CHG AS CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2010-26460

09/30/2010 11:55:37 AM

Lloyd J. Dowling

REGISTER OF DEEDS



BELLEVUE ZONING DEVELOPMENT AGREEMENT

THIS ZONING DEVELOPMENT AGREEMENT (the "Agreement"), made this 12th day of April 2010 (the "Effective Date"), by and between The Nebraska Medical Center, a Nebraska Non-Profit Corporation (the "Developer"), Robert Monaco and Margaret A. Monaco, (collectively the "Owner") and the City of Bellevue, a Nebraska Municipal Corporation (the "City"). For the purposes of this Agreement, Developer, Owner and City may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. WHEREAS, the Owner is the owner of and the Developer has a purchase agreement to purchase the real property legally described as Lot 2, Marijo Estates, located in the Southwest 1/4 for Section 34, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska (the "Parcel"), which Parcel is within the corporate limits of the City and within the City's zoning and platting jurisdiction; and

B. WHEREAS, the Developer desires to initially construct a parking lot (the "Project") upon the Parcel but desires to maintain the right to utilize the Parcel for other limited uses ("Limited Uses") as further defined herein; and

C. WHEREAS, in order to utilize the Parcel for the Project, the Parcel must be rezoned from RE Residential Estate Zone ("RE") to RG-8 General Residential 800 Square Foot Zone ("RG-8"), as defined in the City of Bellevue Zoning Ordinance (the "Zoning Ordinance"); and

D. WHEREAS, the City is willing to conditionally rezone the Parcel from RE to RG-8 so long as the Parcel is not used for any other uses, as defined by the Zoning Ordinance, allowable for RG-8 zoning, except as provided herein; and

E. WHEREAS, City has determined that it is in the best interest of the health, safety and welfare of the City and its residents to exercise its legislative prerogative in favor of Owner and Developer as contemplated by paragraph C of the recitals conditioned upon Owner and Developer establishing for its own benefit and for the mutual benefit of all future owners and occupants of the Parcel, certain privileges, covenants, terms, conditions, restriction, and rights in, under, over and upon the Parcel together with certain mutually beneficial covenants, privileges, restrictions and obligations with respect to the use, operation and maintenance of the Parcel in addition to those matters currently of record, and notwithstanding any other right, privilege, interest of entitlement whatsoever inuring to Owner or Developer or their successors, grantees or transferees as an owner, user or occupant of the Parcel, whether under the laws of the State of

A

Nebraska, the City or otherwise, the same hereby being waived by Owner and Developer to the maximum extent permitted by law; and

F. WHEREAS, it is intended that all owners, mortgagees, beneficiaries and trustees under trust deeds, occupants and all other persons hereafter acquiring any right, title or interest in the Parcel shall at all times enjoy the benefits of, and shall hold their interests subject to all rights, easements, privileges, covenants, terms, conditions and restrictions set forth in this Agreement, all of which shall run with the land and be binding upon the Parcel and anyone having or acquiring any rights, title or interest in or to any part thereof. All rights, easements, privileges, covenants, terms, conditions and restrictions created hereunder are declared to be in furtherance of a plan to promote and protect the cooperative use, operation and maintenance of the Parcel, the comprehensive development of the City and otherwise for the public health, safety, welfare and best interests of the City and its residents.

NOW THEREFORE, the Parties agree as follows:

1. Authority. The City has the authority to enter into this Agreement pursuant to Neb. Rev. Stat. §19-901 et. seq., as amended, and pursuant to Nebraska law.
2. Zoning. The City shall conditionally rezone the Parcel from RE to RG-8.
3. Initial Use and Development. The Developer intends to develop the Parcel and construct the Project to serve the adjacent property to the north. The Parcel shall only be used for a parking lot or the Limited Uses and shall not be used for any other use allowable for the RG-8 zoning district. The Project shall be constructed and used under the regulations set forth in the Zoning Ordinance within RG-8 district and in this Agreement.
4. Future Use and Development. The Developer may use the Parcel for any of the following Limited Uses:
 - (a) The construction and operation of medical offices, medical clinics or hospitals, and other medical facilities commonly associated with a full service hospital;
 - (b) The offices of one or more professional persons engaged in activities which generate a limited amount of contact with the general public, but including medical clinics, offices of lawyers, accountants, architects, planners, engineers, and similar professions;
 - (c) A surface parking lot;
 - (d) No above-ground parking garage may be erected, placed, or permitted on the Parcel. Notwithstanding the forgoing, if a building is erected or placed on the Parcel in accordance with the terms contained herein, then such a building may contain parking areas within its basement levels, ground floor level, or the remaining outdoor surface areas of the Parcel;

B

(e) Office buildings for the conduct of administrative business of a single company when such business does not deal with the public directly from the site of said office building;

(f) Buildings of non-profit community organizations and social welfare establishments related to the medical mission of Developer;

(g) Public and quasi-public buildings for educational or cultural use;

(h) Single-family residential buildings.

5. Elevation & Ingress and Egress Restrictions. The "top of the wall" of any building erected, placed or permitted on the Property shall not exceed a height of 1160 feet in elevation from sea level. The "top of the wall" means the uppermost point of the vertical exterior surface of the building wall, excluding parapet walls, spires and all other similar architectural elements. There shall be no ingress or egress to the Parcel from 25th Street.

6. Additional Space Limits. The Developer agrees that the certain portion of the west boundary of the Parcel that abuts the property legally described as Lot 40 Castle Ridge, shall be subject to the additional setback or yard space distances set forth in the drawing attached as Exhibit B to this Agreement.

7. Bufferyards and Screening. Developer covenants to install and maintain a landscaped bufferyard and screening as required by the applicable sections of the Zoning Ordinance, as set forth in Schedule A.

8. Restriction on Additional Land Acquisition. Developer hereby covenants that it will not, directly or indirectly, purchase nor enter an agreement to purchase either of the following properties, legally described as Lots 3 and 4, Marijo Estates, a subdivision in Sarpy County, Nebraska.

9. Zoning Restrictions. The Parcel shall retain conditional RG-8 zoning for the term of this Agreement if and only if the following conditions are satisfied:

(a) The Parcel shall be used for a parking lot or for the Limited Uses and for no other use or purpose.

(b) The City shall file this Agreement and any amendments thereto, including all exhibits, in the Sarpy County office specified for recording zoning ordinances. The City shall record this Agreement and any amendments thereto, including all exhibits, in the Office of the Register of Deeds of Sarpy County, Nebraska, against the Parcel so as to notify all persons, including future owners of the Parcel, as to the use and development restrictions placed upon the Parcel; and

(c) The Developer shall otherwise comply with the requirements for RG-8.

C

10. Violations and Remedies. In the event that the Developer or the Owner should violate any of the provisions of this Agreement, then, after providing the Party violating this Agreement with written notice of such violation, and upon such Party's failure to cure such violation within ten (10) days after receipt of such notice, the City shall have the following rights:

(a) To schedule a hearing to rezone the Parcel to its prior RE zoning and, at such hearing, rezone the Parcel back to RE zoning;

(b) To deny the approval of any additional permits or certificates with respect to the Parcel;

(c) To bring a legal action to prohibit and/or enjoin an unlawful use and/or development from continuing upon the Parcel; and

(d) To utilize any and all other remedies provided to the City by law.

11. Acknowledgement of Remedies of City. Developer and Owner acknowledge that failure to comply with the terms of this Agreement shall cause damage to the City which may not be fully redressed by monetary damages and that the remedies provided to the City in this Agreement constitute reasonable liquidated damages clauses under Nebraska law.

12. Jurisdiction and Venue. Should the City bring any legal action pursuant to this Agreement, Owner and Developer, including their officers, directors and employees, shall consent to personal jurisdiction in the State of Nebraska and shall consent to venue in Sarpy County, Nebraska.

13. Covenant Not to Sue or Defend. Owner and Developer hereby represent, warrant and covenant that they shall not sue the City, nor shall they defend any proceeding brought by City, based upon (a) unlawful taking, (b) inverse condemnation, (c) standing, (d) invalidity or vagueness of this Agreement, or (e) similar claims or defenses, should the City seek to enforce any of its rights granted under this Agreement.

14. Modification of Project. Subject to the terms and conditions of this Agreement, the Developer may change the Project.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit and burden of the Parties hereto, and their respective successors and assigns. No right granted herein may be severed from the entirety of this Agreement except as expressly permitted by this Agreement, or by the written consent of the then interested Parties.

16. Nondiscrimination. With respect to development of the Project, neither the Developer nor the Owner shall discriminate against any persons on account of race, national origin, sex, age, political or religious affiliations, or disability in violation of federal or state laws or local ordinances.

D

17. Choice of Laws. The laws of the State of Nebraska shall govern as to the interpretation, validity and effect of this Agreement.

18. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement.

19. Good Faith. Every representation, covenant, warranty or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

20. Warranty. Developer and Owner represent, covenant and warrant that the making and execution of this Agreement, and all other documents and instruments required or related hereunder, have been fully authorized by the necessary corporate and company action of Developer and Owner and are valid, binding and enforceable obligations of Developer and Owner in accordance with their respective terms.

21. Upon Sale of Parcel to Developer. Upon their transfer of title to the Parcel to Developers, which shall occur prior to the effective date of the City's ordinance to conditionally rezone the Parcel, the Parties agree with the Owners that any and all rights, responsibilities and obligations they individually or collectively possess as a result of this Agreement are then terminated, waived, and rescinded.

22. Modification. This Agreement may not be amended, modified or altered unless by written agreement signed by the City and Developer, if it is the then owner of the Parcel, or, if not, then by the current owner of the Parcel.

23. Approval. This Agreement is conditional, subject to the approval of the City Council of City.

24. Running with the Land. This Agreement, including any obligations, representations, warranties and covenants shall run with the Parcel and shall be binding upon any subsequent owners of the Parcel.

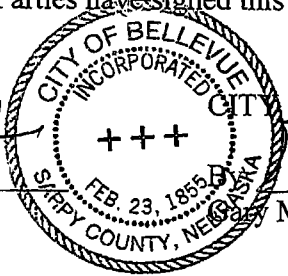
(Signature pages to follow.)

E

WHEREFORE, the Parties have signed this Agreement as of the Effective Date.

ATTEST:

[Handwritten Signature]
City Clerk



[Handwritten Signature]
Mixan, Mayor

APPROVED AS TO FORM:

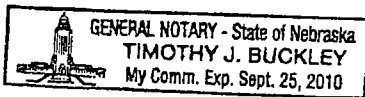
[Handwritten Signature]
Attorney for City of Bellevue

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this 12th day of April, 2010, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came GARY MIXAN, Mayor of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed on behalf of said corporation.

Witness my hand and notarial seal on the day and year last above written.

[Handwritten Signature]
Notary Public



Robert Monaco

Robert Monaco

Margaret A. Monaco

Margaret A. Monaco

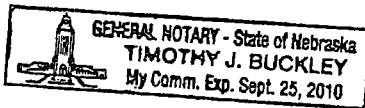
STATE OF NEBRASKA)
) ss.
COUNTY OF SARPÝ)

On this 12th day of April 2010, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Robert Monaco and Margaret A. Monaco, to me personally known to be the identical persons whose names are affixed to the foregoing instrument who acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal on the day and year last above written.

Timothy J. Buckley
Notary Public

APPROVED AS TO FORM:



Attorney for Owner

G

THE NEBRASKA MEDICAL CENTER,
A Nebraska Non-Profit Corporation,

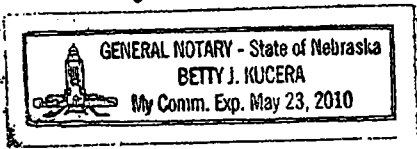
By: William S. Dinsmoor
Title: COO

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 13th day of April 2010, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came William S. Dinsmoor, Chief Financial Officer of The Nebraska Medical Center, a Nebraska Non-Profit Corporation, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his/her voluntary act and deed on behalf of said company.

Witness my hand and notarial seal on the day and year last above written.

Betty J. Kucera
Notary Public

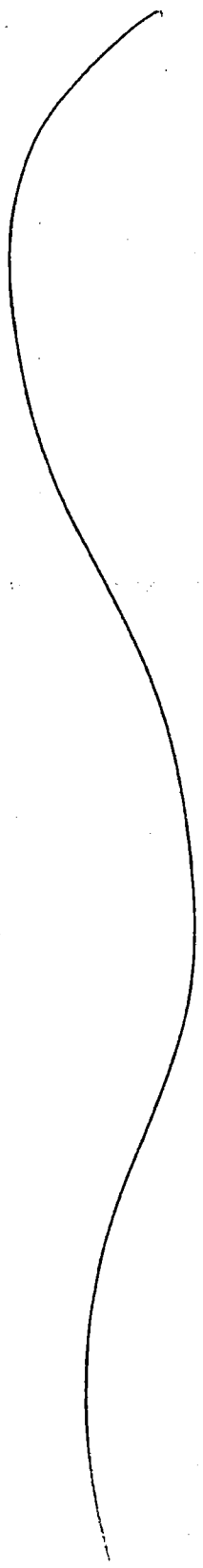


APPROVED AS TO FORM:

Attorney for The Nebraska Medical Center,
Developer

H

Schedule A



LANDSCAPING

-7247

Landscaping. All off-street parking lots designed for ten or more cars shall be landscaped in accordance with this ordinance including all landscaping provisions, bufferyards, and screening requirements. Exceptions to this requirement include all single family and duplex residences.

A. All unenclosed off-street parking facilities shall provide a minimum five (5) feet deep strip of landscaping continuously around each property line.

B. All unenclosed off-street parking facilities shall provide interior landscaped area no less than 5% of total paved area of facility.

C. All interior landscaped areas of parking facilities shall credit to overall landscape requirements.

D. All landscaping shall be edged with concrete curbs or barriers and be maintained in accordance with this ordinance.

-7248.

Screening. All off-street parking lots designed for ten or more cars on or abutting residentially zoned lots shall incorporate a visual barrier not greater than 42" in height nor encroach into areas required for pedestrian or vehicle height clearance. Screening shall otherwise be in conformance with this ordinance.

J

Section 24. BUFFERYARD. Buffering shall be used to reduce the adverse visual impacts, dust, noise, or pollution, and to provide for greater compatibility between dissimilar, adjoining zoning districts. Bufferyards are established, planted, and landscaped areas conforming to the requirements of this ordinance.

- A. The Owner of a lot shall install and maintain a landscaped bufferyard as required and shown in Table 24-1. A development shall comply with the bufferyard requirement in effect at the time of issuance of its building permit.
- B. Should the Owner of a lot which is adjacent to an already developed site choose to rezone his lot to a less intensive zoning district, the Owner of the rezoned, less intensive zoned lot shall then install and maintain a landscaped bufferyard on his lot(s) at the time of development. The minimum bufferyard shall be as indicated in Table 24-1.
- C. Table 24-1 indicates required minimum bufferyard for each zoning district with the more intensive district across the top. The number indicates the minimum depth of bufferyard in feet; and asterisk (*) indicates screening may also be required. "V" indicates a variable bufferyard according to the height of existing structure closest to the common property line as follows:

HEIGHT TO COMMON PROPERTY LINE	BUFFERYARD REQUIRED
0' to 15'	15'
15' to 30'	20'
30' and over	30'

- D. Districts with Common Lot Lines or Intervening Alleys: When the more intensive zoning district shares a common lot line or an intervening alley with a less intensive zoning district, the required bufferyard shall be in accordance with Table 24-1.
- E. Districts with Intervening Streets: When a platted street separates adjacent zoning districts requiring a bufferyard, the required bufferyard shall be the greater of either one-half the required bufferyard in accordance with Table 24-1 or the required minimum depth of street front yard landscaped area provided in Section 23.
- F. Districts with Railroad Right-of-Way: When an active railroad right-of-way is located adjacent to a property line which would require a bufferyard installation, the bufferyard requirement along this common property line shall be waived.
- G. Alternatives for achieving adequate buffers include:
 - a. Bufferyards with a required width of fifteen (15) feet or less:

K

1. At least one row of evergreen shrubs, spaced not more than five (5) feet apart, which will grow to form a continuous hedge of at least five (5) feet in height within two (2) years of planting.
2. Bermed planting area with slope not to exceed 3:1 planted with a combination of evergreen and deciduous shrubs.
3. Lawn, low growing evergreens, shrubs, and ground cover covering the balance of the area.

b. Bufferyards with a required width greater than fifteen (15) feet:

1. Any of the above listed alternatives for bufferyards of fifteen or less in width AND one deciduous or evergreen tree spaced no more than fifty (50) feet apart.
2. At least one row of deciduous (shade or ornamental) and evergreen trees staggered and spaced not to exceed one-half the mature spread as noted in Appendix A-Recommended Plant Materials. This row shall extend along the entire common property line to be buffered.

H. Diagrams of bufferyard examples.

1. DIAGRAM 24-1: BUFFERYARD REQUIREMENTS FOR 2 LOTS WITH COMMON LOT LINES
2. DIAGRAM 24-2: BUFFERYARD REQUIREMENTS FOR 2 LOTS WITH INTERVENING STREET

SECTION 25. SCREENING. Screening shall be used to eliminate or reduce visual impacts from one zoning district to another. Screening is required between adjacent zoning districts as indicated in Table 24-1 with an asterisk (*) when one of the following conditions in the more intensive zoning district is visible from and faces toward the less intensive zoning district.

A. The following conditions require screening:

1. Rear elevations of buildings
2. Outdoor storage areas.
3. Loading docks, service areas, and trash storage and collection areas.
4. Major machinery or areas containing a manufacturing process, truck or trailer parking.
5. Major on-site circulation areas.
6. Sources of glare, noise, or other environmental effects.
7. On and above-ground electrical and mechanical equipment, such as transformers, heat pumps, and air conditioners.
8. All sides of exterior salvage and scrap yards.

- L
- B. A solid, opaque screen shall be installed and maintained which visually screens the potentially offensive uses listed above from less intensive districts. For screening items 1-7 above, any combination of the following types of screens may be utilized to achieve the requirements:
1. A solid wood and/or masonry fence or wall at least six (6) feet in height, of a design approved by the City Planning Department.
 2. A hedge-like screen or informal screen of evergreen or approved deciduous plant material, capable of providing a minimum height of six (6) feet within three (3) years of planting. Design must have the approval of the City Planning Department.
 3. A landscaped earth berm with a maximum slope of 3:1, rising no less than six (6) feet above existing grade of the lot line separating the zoning districts. Land surface shall be protected to prevent erosion (sodding, seeding, plantings) as soon as construction is complete.
 4. Screening may be accomplished by the proper siting of the disruptive elements, building placement, building parapets or other design techniques.
- C. For screening item 8 above (salvage and scrap yards), a solid wood and/or masonry fence at least six (6) feet in height and a maximum of twelve (12) feet in height and of a design approved by the City Planning Department, shall be installed and maintained. All fences used to screen this use shall be constructed to a height of twelve (12) inches higher than the salvage and scrap stored within the facility.
- D. All screening fences or walls shall be installed a minimum of one-half the width of the required bufferyard away from the less intensive zoning district.
- E. A development shall comply with the screening requirements in effect at the time of issuance of its building permit, regardless of whether an adjacent lot is rezoned to a less intensive district which would require additional screening.

M

TABLE 24-1

BUFFERYARD REQUIREMENTS

MORE INTENSIVE DISTRICT

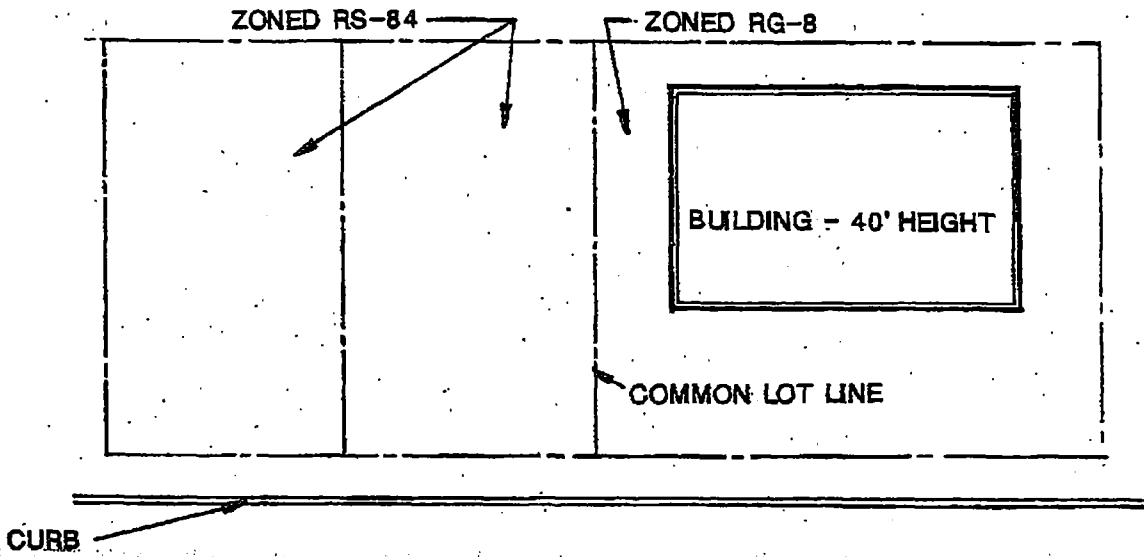
LESS INTENSIVE DISTRICT

	AG	RE	RS120	RS84	RS72	RD60	RG50	RG28	RG20	RG8	BN	BNH	BG	BGH	BGM	HSB	ML, MG	MH
AG	■	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RE		■	0	0	0	0	V	V	V	V	15*	20*	20*	25*	0	30*	40*	50*
RS120			■	0	0	0	V	V	V	V	15*	20*	20*	25*	0	30*	40*	50*
RS84				■	0	0	V	V	V	V	15*	20*	20*	25*	0	30*	40*	50*
RS72					■	0	V	V	V	V	15*	20*	20*	25*	0	30*	40*	50*
RD60						■	V	V	V	V	15*	20*	20*	25*	0	30*	40*	40*
RG50							■	V	V	V	15	20	20	25	0	20	30	40
RG28								■	V	V	10	10	15	20	0	20	30	40
RG20									■	V	10	10	15	20	0	20	30	40
RG8										■	10	10	15	20	0	20	20	30
BN											■	0	0	10	0	10	10	20
BNH												■	0	10	0	0	10	20
BG													■	10	0	0	10	20
BGH														■	0	0	10	20
BGM															■	0	10	20
HSB																■	10	20
ML, MG																	■	0
MH																		■

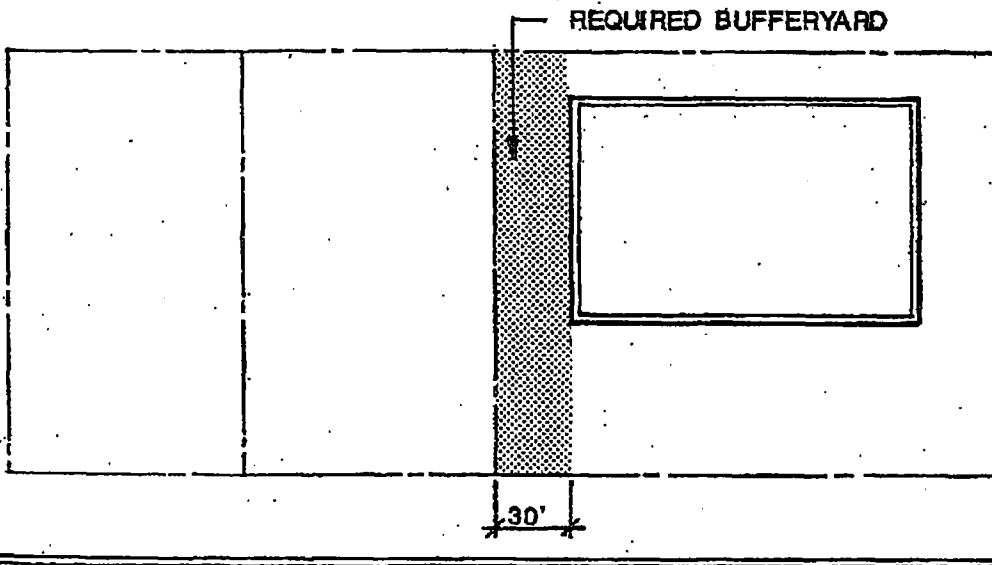
V indicates a variable bufferyard; see page 16.
 * indicates screening may be required; see pages 21 thru 23.

N

DIAGRAM 24-1: BUFFERYARD REQUIREMENTS FOR 2 LOTS WITH COMMON LOT LINES

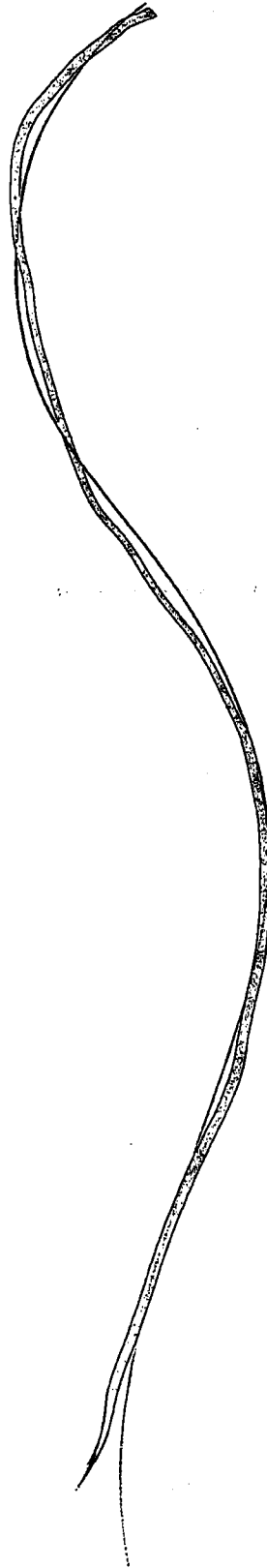


LOT ZONED RG-8 SHARES A COMMON LOT LINE WITH LOT ZONED RS84. A 40 FEET HIGH MULTI-FAMILY HOUSING UNIT IS PLANNED ON THIS SITE.

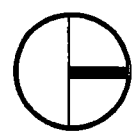
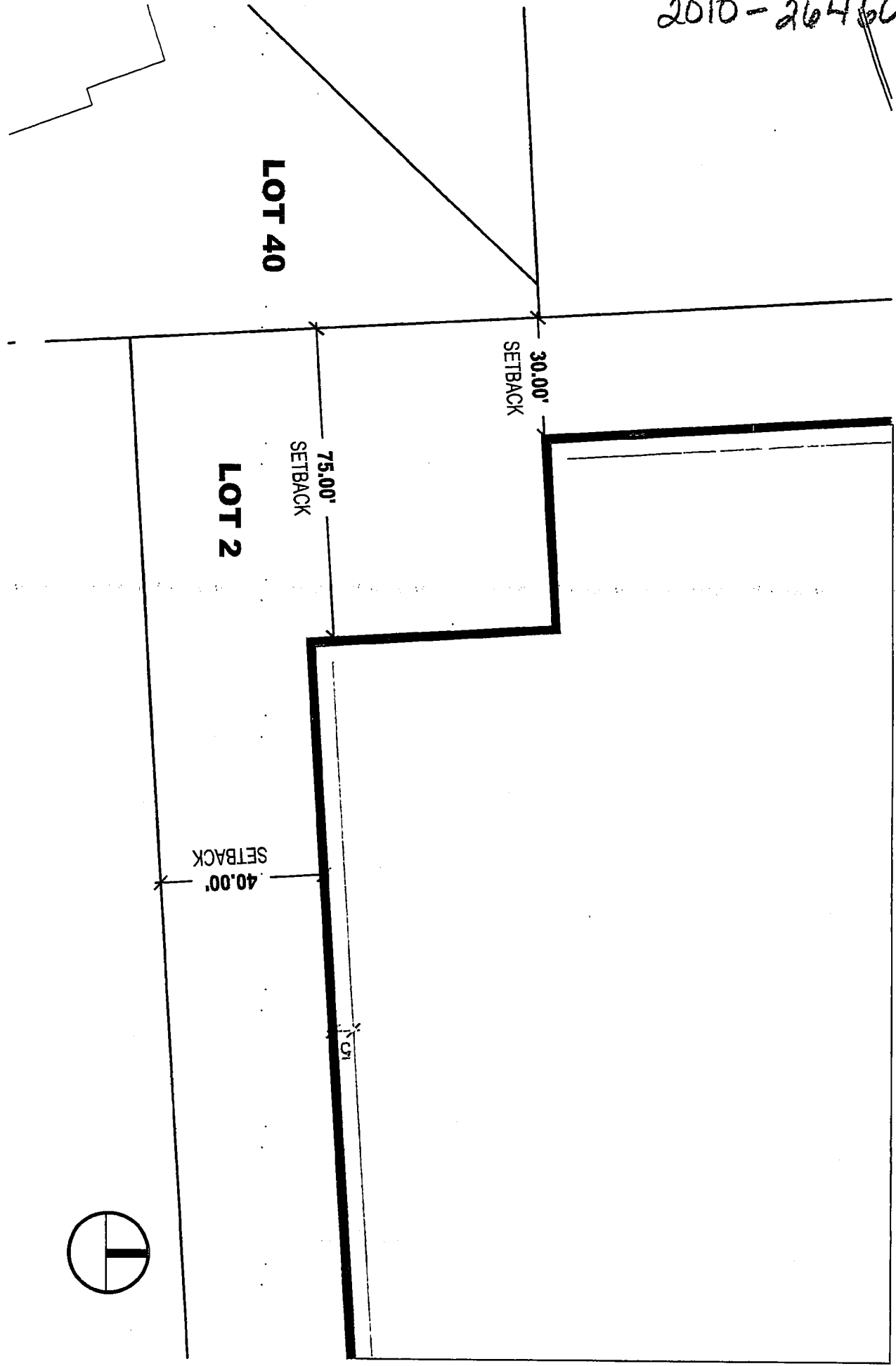


LOT ZONED RG-8 IS REQUIRED TO INSTALL AND MAINTAIN A BUFFERYARD ALONG THE COMMON LOT LINE OF 30 FEET (BUFFERYARD DEPTH IS VARIABLE IN THIS DISTRICT - ACCORDING TO HEIGHT OF STRUCTURE CLOSEST TO THE COMMON PROPERTY LINE).

Exhibit B



2010-26460 P



FILED SAPPY CO. NE.
INSTRUMENT NUMBER
~~2008~~ 22419

2008 AUG -5 A 8:23

Glenn S. Sappington
REGISTER OF DEEDS

COUNTER ah C.E. ah
VERIFY ah R.E. P
PROOF CM P
FEES \$ 15.50
CHECK # 0722101038
CHG. _____ CASH _____
REFUND _____ CREDIT _____
SMITH _____

MEMORANDUM OF LEASE

This Memorandum of Lease by and between Clarkson Regional Health Systems, Inc. a Nebraska non-profit corporation (hereinafter called "Landlord") and Bellevue HealthCare Properties, LLC, a Delaware limited liability company (hereinafter called "Tenant").

Landlord and Tenant have entered into a Hospital Ground Lease dated July 31, 2008 whereby Landlord leased to Tenant the real estate described on Exhibit A attached hereto and by this reference incorporated herein, for the period beginning July 31, 2008 and ending on the fiftieth (50th) anniversary of the Rent Commencement Date (as defined in the Hospital Ground Lease) with one (1) optional renewal term of twenty five (25) years.

The purpose of this Memorandum of Lease is to give record notice of the Hospital Ground Lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgements.

LANDLORD: CLARKSON REGIONAL HEALTH SYSTEMS, INC.

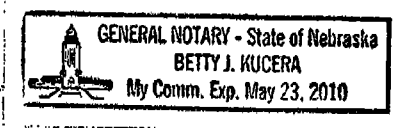
By: *William S. Dinsmore*
Name: *William Dinsmore*

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On the 30th day of July, 2008, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came *William S. Dinsmore*, as *Chief Financial Officer* of CLARKSON REGIONAL HEALTH SERVICES, INC., to me known to be the identical person whose name is subscribed to the foregoing instrument and who acknowledges the execution thereof to be his voluntary act and deed, and the voluntary act and deed of the corporation.

WITNESS my hand and notarial seal on the day and year last written above.

Betty J. Kucera
Notary Public



A

TENANT: BELLEVUE HEALTHCARE PROPERTIES, LLC
By: Health Care REIT, Inc., its Managing Member

By: Erin C. Ibele

Name: Erin C. Ibele
Senior Vice President -
Administration and Corporate Secretary

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

On the 15 day of July, 2008, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came Erin C. Ibele, the ~~Senior Vice President~~ Senior Vice President - Administration and Corporate Secretary of Health Care REIT, Inc. the Managing Member of Bellevue HealthCare Properties, LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and who acknowledges the execution thereof to be his voluntary act and deed, and the voluntary act and deed of the company.

WITNESS my hand and notarial seal on the day and year last written above.

Rita J. Rogge
Notary Public



RITA J. ROGGE
Notary Public, State of Ohio
My Commission Expires 08-28-2010

2008-27419 B

EXHIBIT A


LEGAL DESCRIPTION

The land referred to is situated in the State of Nebraska, County of Sarpy and is described as follows:

Lot 2, Clarkson Medical Campus Subdivision, a Subdivision located in SE 1/4 of Section 33; and also the SW 1/4 of Section 34, all located in Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Together with appurtenant easements and rights and subject to easements, rights, reservations and restrictions burdening said land.

COUNTER LM
VERIFY LM
FEES \$ 20.50
CHG_SFILE
SUBMITTED FIRST AMERICAN NCS MINNEAPOLIS

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2010-26587
2010 Oct 01 09:34:35 AM
Sheryl J. Paulding
REGISTER OF DEEDS


MEMORANDUM OF LEASE

This Memorandum of Lease by and between THE NEBRASKA MEDICAL CENTER, a Nebraska non-profit corporation (hereinafter called "Landlord") and Bellevue HealthCare Properties, LLC, a Delaware limited liability company (hereinafter called "Tenant").

Landlord and Tenant have entered into a Parking Lot Ground Lease dated September 30, 2010 whereby Landlord leased to Tenant the real estate described on Exhibit A attached hereto and by this reference incorporated herein, for the period beginning September 30, 2010 and shall run and exist conterminously with the Hospital Ground Lease, by and between Tenant and Clarkson Regional Health Services, Inc., dated July 31, 2008 and recorded on August 5, 2008 as Instrument No. 2008-22419 in Sarpy County, Nebraska (the "Hospital Ground Lease"), and Tenant shall have the same rights regarding an option to renew the term as is provided in the Hospital Ground Lease.

The purpose of this Memorandum of Lease is to give record notice of the Parking Lot Ground Lease and of the rights created thereby, all of which are hereby confirmed.

(Remainder of page intentionally left blank)

Upon recording please return to:
First American Title Insurance Co.
1900 Midwest Plaza
801 Nicollet Mall
Minneapolis, MN 55402
NCS 452103 MPLS (LMC)/KRM

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgements.

LANDLORD: THE NEBRASKA MEDICAL CENTER

By: [Signature]

Name: William Dinsmore

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On the 29th day of September, 2010, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came William Dinsmore, as Chief Financial Officer of THE NEBRASKA MEDICAL CENTER, to me known to be the identical person whose name is subscribed to the foregoing instrument and who acknowledges the execution thereof to be his voluntary act and deed, and the voluntary act and deed of the corporation.

WITNESS my hand and notarial seal on the day and year last written above.

[Signature]
Notary Public



TENANT: BELLEVUE HEALTHCARE PROPERTIES, LLC
By: Health Care REIT, Inc., its Managing Member

By: Erin C. Ibele
Erin C. Ibele, Senior Vice President –
Administration and Corporate Secretary

STATE OF OHIO)
) SS
COUNTY OF LUCAS)

On the 27th day of September, 2010, before me, the undersigned, a Notary Public, duly commissioned and qualified for said County, personally came Erin C. Ibele, the Senior Vice President – Administration and Corporate Secretary of Health Care REIT, Inc., the Managing Member of Bellevue HealthCare Properties, LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and who acknowledges the execution thereof to be her voluntary act and deed, and the voluntary act and deed of the company.

WITNESS my hand and notarial seal on the day and year last written above.

Donna J. Lunsford
Notary Public



DONNA J. LUNSFORD
Notary Public
In and for the State of Ohio
My Commission Expires
April 22, 2012

EXHIBIT A

LEGAL DESCRIPTION

The land referred to is situated in the State of Nebraska, County of Sarpy and is described as follows:

Lot 5, Clarkson Medical Campus Subdivision Replat One, being a replat of Lots 1 thru 4, Clarkson Medical Campus Subdivision, a Subdivision located in the South 1/2 of Section 33, and also the SE1/4 of Section 34; and also together with Lot 2 Marijo Estates, a subdivision located in said SW1/4 of Section 34; all located in Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska. Together with appurtenant easements and rights and subject to easements, rights, reservations and restrictions burdening said land.