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RICHARD L. TAREGIN  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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Thompson, Dreessena Danner  
10836 Old Mill Rd  
Omaha, Ne. 68154

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CO \_\_\_\_\_  
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LEASE

This lease is made and executed on the 1st day of OCTOBER, 1998, by and between Old Mill Business Center Association, Inc. (OMBCA), a Nebraska Corporation, having its principal office at Omaha, Douglas County, Nebraska, hereinafter referred to as "Lessor", and Thompson, Dreessen & Dorner, Inc., a Nebraska Corporation, having its principal office located at Omaha, Douglas County, Nebraska, hereinafter referred to as "Lessee".

SECTION ONE  
DEMISE AND TERM

Lessor leases to Lessee the real property in the City of Omaha, Douglas County, Nebraska, described in Exhibit "A" and "B," attached hereto and made a part hereof (herein sometimes called the "demised premises") for a term of 20 years commencing on the date hereof or as long as the Lessee, or its successor, remains the owner and in possession of the building located at Old Mill Business Center, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, and in no event less than 20 years. This lease supersedes the lease dated February 29, 1988, between OMBCA (lessor) and Thompson, Dreessen & Dorner, Inc. (lessee). That lease is now considered null and void, and each party herto hereby releases the other party from all the terms of said lease dated February 29, 1998.

SECTION TWO  
RENT

Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee) rent for the demised premises as follows:

(a) For the period ending 20 years from the date hereof, the total sum of \$40.00 payable at the rate of \$2.00 per year, with the first annual yearly payment commencing on the date hereof and each additional rental installment being payable on succeeding anniversary dates for each of the next 19 consecutive years.

(B) Lessee to pay taxes and assessments levied upon demised premises as additional rent. In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether general or special, of every kind which may be levied or assessed or become a lien on or against the demised premises or any part thereof, on any building or improvements on the demised premises, or on or against the leasehold of Lessee, during the term of this lease. In the event demised premises are not separately taxed, Lessee shall reimburse Lessor for applicable taxes upon presentment of tax statement.

**SECTION THREE  
WARRANTIES OF TITLE AND QUIET ENJOYMENT**

Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this lease and the Lessee shall have quiet and peaceable possession of the demised premises during the term hereof.

**SECTION FOUR  
USE OF PREMISES**

The demised premises may be used by Lessee for storage of business records, surveying and engineering equipment only in accordance with the building plans attached hereto, marked Exhibit "B", and incorporated by reference herein.

**SECTION FIVE  
CONSTRUCTION OF IMPROVEMENTS**

Lessee shall have the right to construct on the demised premises a building or buildings and other improvements and to make alterations or additions thereto and to remove, remodel, demolish, and rebuild the same. All such buildings and improvements constructed by Lessee shall be and remain Lessee's property.

**SECTION SIX  
COMPLIANCE WITH LAWS; PROHIBITION AGAINST WASTE**

During the term of this lease, Lessee shall comply with all applicable laws affecting the demised premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the demised premises. Lessee shall not commit waste on the demised premises except as necessary for the removal or construction of any buildings and improvements thereon, but shall not be liable for any damages to or destruction of any buildings or improvements on the demised premises, nor be required to repair or rebuild the same. However, Lessee agrees that Lessee shall be liable to Lessor for any damage to concrete parking area during construction and usage by Lessee of the storage building on the demised premises.

**SECTION SEVEN  
UTILITIES**

All water, gas, electricity, telephone, telegraph, and other public utility services used on or furnished to the demised premises during the term hereof shall be paid for by Lessee.

**SECTION EIGHT  
LIENS**

Lessee shall keep the fee estate of the demised premises free and clear from all mechanics' and material men's and other liens for work or labor done, services performed, materials, appliances, power contributed, used or furnished or to be used in or about the premises for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the demised premises.

**SECTION NINE  
INDEMNIFICATION OF LESSOR**

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whatsoever may at any time be using or occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Lessee hereby waives all claims against Lessor for damages to the buildings and improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time during the term hereof. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence of misconduct of Lessor, its agents or employees.

**SECTION TEN  
ASSIGNMENT AND SUBLETTING**

Lessee shall have the right to assign or transfer this lease or to sublease the whole or any part of the demised premises only upon written consent of Lessor, which consent of Lessor shall not be unreasonably withheld; provided, however, that if Lessee shall assign or transfer the lease or sublease the whole or any portion of the demised premises, it shall, nevertheless, remain liable as a surety to Lessor for full payment of the rent according to the terms of this lease.

**SECTION ELEVEN  
ENCUMBRANCE OF LEASEHOLD INTEREST**

Lessee's right to encumber leasehold interest. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest, together with all buildings and improvements placed by Lessee thereon, as security for any indebtedness of Lessee. The execution of any such mortgage or deed of trust, or other instrument, or the

foreclosure thereof, or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage or deed of trust, or conveyance by Lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee of its liability hereunder.

#### SECTION TWELVE PROHIBITION OF INVOLUNTARY ASSIGNMENT

Neither this lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the demised premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through a statutory merger or consolidation, or devise, or intestate succession) and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect.

#### SECTION THIRTEEN EFFECT OF BANKRUPTCY

Without limiting the generality of the provisions of the preceding Section Twelve, Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto shall be commenced by or against Lessee, and, if against lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which Lessee is a party, with authority to take possession or control of the demised premises or the business conducted thereon by Lessee, and such receiver is not discharged within a period of 120 days after his appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Section Twelve shall be deemed to constitute a breach of this lease by Lessee and shall, at the election of Lessor, but not otherwise, and without notice or entry or other action of Lessor terminate this lease and also all rights of Lessee hereunder and in and to the demised premises and also rights of any and all persons claiming under Lessee.

#### SECTION FOURTEEN PARTIES BOUND

Subject to the provisions of Sections Ten, Eleven, and Twelve, and Thirteen hereof, this lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee, and all references in this lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

**SECTION FIFTEEN  
DEFAULT**

Lessor's rights in the event of Lessee's default. If Lessee shall fail or neglect to observe, keep, perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such default shall continue for a period of 30 days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, forthwith to terminate this lease and all rights of Lessee hereunder shall thereupon cease, and Lessor without further notice to Lessee shall have the right immediately to enter the demised premises and take possession thereof with or without process of law and to remove all personal property from the premises and all persons occupying the premises and to use all necessary force therefor and in all respects to take the actual, full, and exclusive possession of the premises and every part thereof as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the premises for any damage caused or sustained by reason of such entry on the premises or such removal of such persons or property therefrom.

**SECTION SIXTEEN  
OWNERSHIP OF IMPROVEMENTS ON TERMINATION OF LEASE**

On termination of this lease for any cause, Lessor shall, at its option, either become the owner of any building or improvements on the demised premises or Lessor shall direct Lessee in writing to demolish any building or improvements on the demised premises at Lessee's cost.

The performance of each and every agreement herein contained in this lease on the part of Lessor to be performed shall be a condition precedent to the right of Lessor to collect rent hereunder or to enforce this lease as against Lessee.

**SECTION SEVENTEEN  
NOTICE**

Wherever in this lease shall be required or permitted that notice be given by either party to this lease to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

**TO LESSOR:** Old Mill Business Center Association, Inc.  
C/o Brent Clatterbuck  
2013 Harlan Drive  
Bellevue, NE 68005

**TO LESSEE:** Thompson, Dreessen, Dorner, Inc.  
10836 Old Mill Road  
Omaha, NE 68154

Such addresses may be changed from time to time by notice given hereunder.

**SECTION EIGHTEEN  
WAIVER**

The waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver or any subsequent breach of the same or any other term, covenant, or condition hereof.

**SECTION NINETEEN  
TIME OF THE ESSENCE**

Time is of the essence of this lease and all of its provisions.

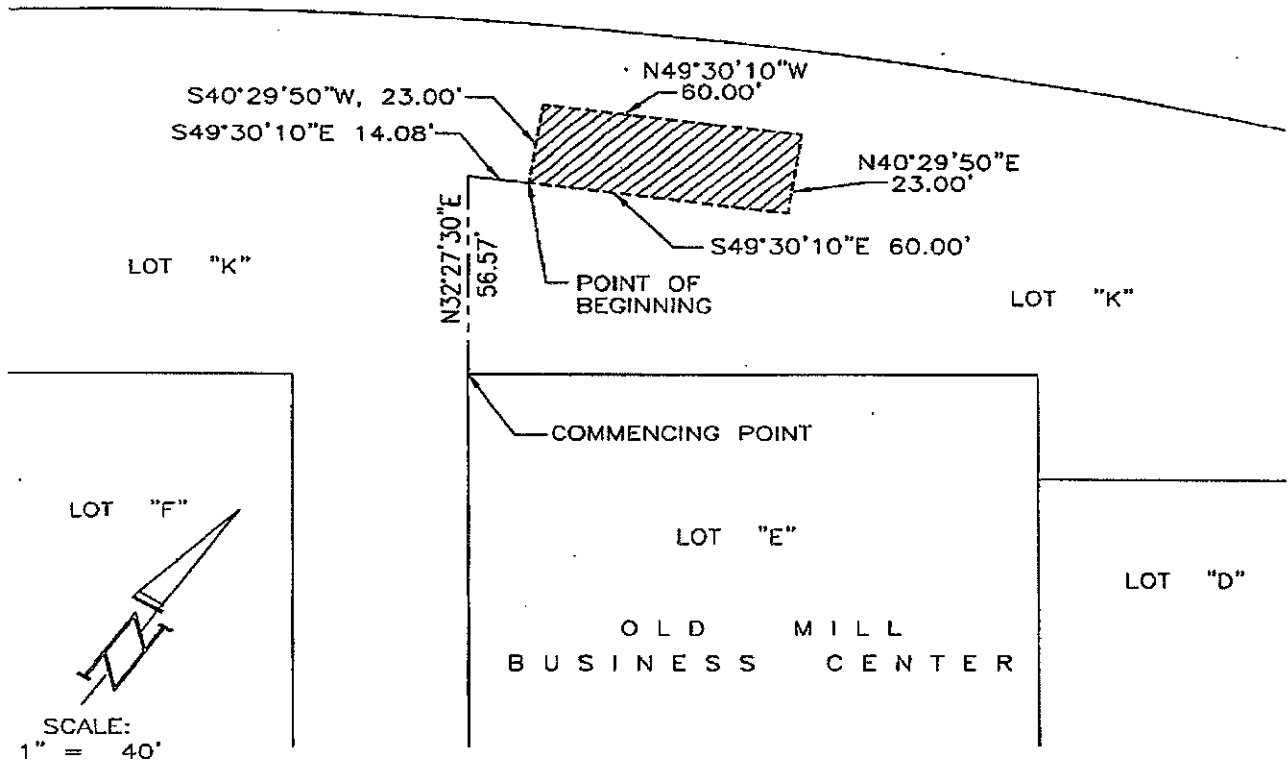
**SECTION TWENTY  
OPTION TO BUILD**

It is agreed that the Lessee is hereby given the "option to build" and additional garage space, attached to the existing garage space, per the plans and specifications submitted IN Exhibit "B" attached hereto. This "option" will terminate with this lease agreement.





EXHIBIT "A"



LEGAL DESCRIPTION

THAT PART OF LOT "K", OLD MILL BUSINESS CENTER, A CLUSTER SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF LOT "E", SAID OLD MILL BUSINESS CENTER;

THENCE N32°27'30"E (ASSUMED BEARING) 56.57 FEET ON THE NORTHERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT "E" SAID OLD MILL BUSINESS CENTER;

THENCE S49°30'10"E 14.08 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S49°30'10"E 60.00 FEET;

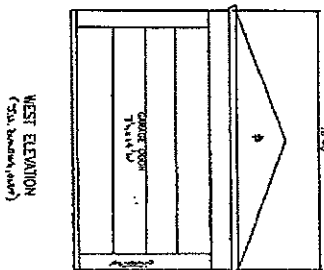
THENCE N40°29'50"E 23.00 FEET;

THENCE N49°30'10"W 60.00 FEET;

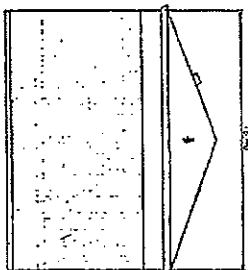
THENCE S40°29'50"W 23.00 FEET TO THE POINT OF BEGINNING.

TD2 FILE NO. TD2 GARAGE                      DATE: OCTOBER 19, 1998  
 THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

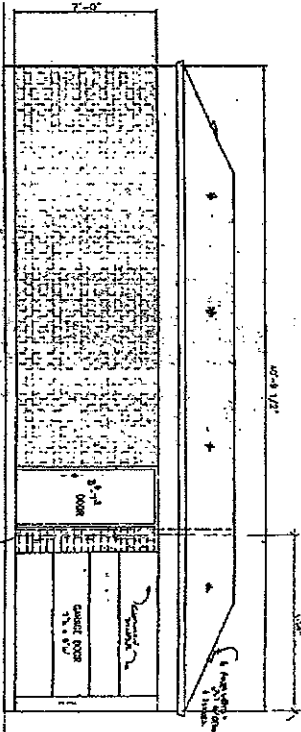
EXHIBIT "B"



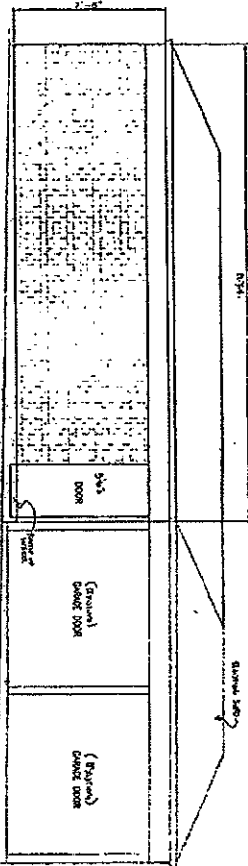
WEST ELEVATION  
(3/24, 1/24, 1/24)



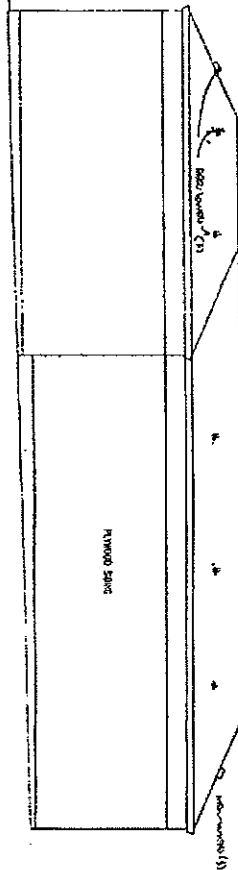
WEST ELEVATION TOZ  
EAST ELEVATION JMA



FRONT ELEVATION  
THOMPSON, DREESSEN & DORNER



REAR ELEVATION



THOMPSON, DREESSEN & DORNER  
ENGINEERS & LAND SURVEYORS  
1400 OAK HILL ROAD  
ST. LOUIS, MISSOURI 63103



JACOBSON HELGOTH

Standard door: (A) 7'0" x 7'0" (B) 7'0" x 8'0" (C) 7'0" x 9'0" (D) 7'0" x 10'0"

SCALE 3/8" = 1'-0"

DATE: 1/24/54

THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors  
1400 OAK HILL ROAD  
ST. LOUIS, MISSOURI 63103

GARAGE ELEVATIONS

OLD HILL

DATE	AS SHOWN
NO.	2-27-55
BY	RAH
CHECKED BY	
APPROVED BY	

