

438-673.

LEASE

ST. MARY'S CATHEDRAL OF LINCOLN, NEBRASKA, a corporation
to
THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a corporation

This agreement, made this 28 day of May, 1948,
between ST. MARY'S CATHEDRAL OF LINCOLN, NEBRASKA, a corporation,
party of the first part, and hereinafter called the lessor, and
THE LINCOLN TELEPHONE AND TELEGRAPH COMPANY, a corporation, of
Lincoln, Nebraska, party of the second part, and hereinafter
called the lessee, witnesseth:

In consideration of the rents and covenants hereinafter
reserved, the lessor does hereby demise and let to the lessee,
all the following described premises situated in the City of
Lincoln, County of Lancaster and State of Nebraska, to-
wit: Lot Ten (10), Block Sixty-five (65), according to the
Original Plat of the City of Lincoln, on file in the office of
the Register of Deeds in said County.

TO HAVE AND TO HOLD the same, with all the rights,
privileges, easements, and appurtenances thereunto in anywise
belonging unto the said lessee, for and during the term of
ninety-nine years, commencing on the first day of January, 1949,
and ending on the thirty-first day of December, 2048, the said
lessee paying rent therefor and yielding possession thereof as
hereinafter provided.

The said lessee, in consideration of the demise of
said premises aforesaid of the said lessor, does hereby covenant
and agree to and with said lessor to pay rent as follows: Said
lessee covenants and agrees to pay said lessor, as rent for and
during said period, the sum of two thousand (\$2,000.00) dollars
for each and every year during the period of said term, all
without any relief whatever from valuation and appraisal laws
of the State of Nebraska, the rent for the first year shall be
paid in advance on or before January 2, 1949, and thereafter the

1 rent shall be paid in quarterly installments in advance, commen-
2 cing on or before January 2, 1960, and all of said payments dur-
3 ing the said demised term shall be paid in such place in the City
4 of Lincoln, in the State of Nebraska as the lessor may from time
5 to time previously designate in writing and in default of such
6 designation at the Parish House of St. Mary's Cathedral in the
7 City of Lincoln, Nebraska. It is further stipulated and agreed,
8 that all rent reserved and agreed to be paid under this lease
9 shall be paid in coin or currency of the United States of America
10 which at the time of payment is legal tender for public and pri-
11 vate debts, or said rental payments may be made by check or by
12 draft as lessor may direct.

13 The total amount of rent that lessee shall pay the
14 lessor under the terms of this lease amounts to the sum of one
15 hundred ninety-eight thousand (\$198,000.00) dollars.

16 As a further consideration of the leasing and demising
17 aforesaid, the said lessee further covenants and agrees to bear,
18 pay and discharge, in addition to the rent herein reserved, all
19 taxes, assessments and levies of every name, nature and kind,
20 including water rents, which may be taxed, charged or assessed
21 against said premises, or upon any of the buildings or improve-
22 ments thereon, or which may be levied or imposed upon the lease-
23 hold estate hereby created, and upon the reversionary interest
24 in said estate, during the term hereinbefore granted.

25 Lessee shall have the right to remodel, or tear down
26 and rebuild, any building erected by lessee, provided that lessee
27 shall immediately following the tearing down of any such building
28 so erected, construct a new building at least equivalent in value
29 to the building so torn down. Lessee shall have the privilege of
30 tearing down the building or any part of a building now upon said
31 premises, and shall have and retain ownership of all materials
32 contained in said building. It is expressly understood and
33 agreed that the lessor shall be saved free and harmless from all
34 loss or damage growing out of, or on account of, the tearing down
35 of any old buildings or erection of new buildings upon said

1 premises.

2 It is further covenanted and agreed that during the
3 said term there shall be no mechanic's lien upon any building
4 that may be erected upon said premises or improvements, and that,
5 in the event of any mechanic's lien attaching thereto, said
6 lessee shall pay and fully discharge the same within thirty days
7 after written notice to do so by the lessor, the lessor having
8 full and complete authority to discharge and pay off all liens,
9 taxes, assessments, or any form of incumbrance against said
10 premises, growing out of any default of payment by the lessee,
11 and the lessor shall be reimbursed, on demand, for such payments,
12 with interest at six per cent from the time of payment; PROVIDED,
13 HOWEVER, that the lessee shall have the right to contest any
14 lien filed by an appropriate court action and lessee shall not
15 be in default until said court action is finally determined and
16 judgment rendered against lessee.

17 It is further covenanted and agreed by and between the
18 parties hereto that the said lessee will, at its own expense and
19 so long as this lease shall be in force, keep any newly con-
20 structed buildings and improvements that shall at any time be
21 built upon said premises insured against loss by fire, lightning,
22 windstorm and tornado in good and responsible insurance companies,
23 for an amount equal to the reasonable insurable value of any
24 such buildings or improvements which may hereafter be erected
25 on said premises, and the lessee will cause the policies there-
26 for at all times to be payable, in the event of loss, to the
27 lessor. The lessor shall be given duplicate copies of all
28 of said policies. In the event of damage to or destruction of
29 any such buildings or improvements by fire or other causes for
30 which insurance money shall be payable and shall have been paid
31 to the lessor, the said lessor shall turn over such amounts so
32 paid, upon architects' certificate, as the buildings or improve-
33 ments are repaired, rebuilt or restored, to the contractor
34 entitled to the same, for work done and materials furnished, if
35 any, and any remaining sums not so expended shall be paid to

1 lessee.

2 It is further understood and agreed that as often as
3 said buildings and improvements shall be damaged or destroyed by
4 fire or otherwise, the lessee shall, within a reasonable period
5 of time, and further, subject to construction delays over which
6 said lessee has no control, at its own cost and expense, and
7 without expense to said lessor, repair or rebuild the same,
8 upon the same general plans and dimensions as before said fire
9 or casualty; or the buildings may be repaired or rebuilt upon
10 some general plan then deemed by lessor and lessee reasonable
11 and appropriate for the premises.

12 The lessee shall conform to all municipal ordinances
13 or laws affecting said premises; and the lessee shall also save
14 the lessor harmless and free from any loss, cost, damage or ex-
15 pense arising out of any accident or other occurrence, causing
16 injury to any person or property, and due directly or indirectly
17 to the use or occupancy of said premises by the lessee. The
18 lessee shall save the lessor free from any loss, damage, or ex-
19 pense, arising out of the failure of said lessee to comply with
20 the requirements and provisions of this lease.

21 The lessee may sell or assign this lease and its in-
22 terest in said demised premises and any buildings thereon, pro-
23 vided that all taxes and assessments and other charges shall have
24 been paid to the date of such sale or assignment, and provided
25 that all covenants and agreements herein contained to be kept and
26 performed by said lessee shall have been fully complied with at
27 the date of such sale or assignment; and provided further, that
28 in the event of such sale or assignment, the same shall be evi-
29 denced in writing, executed and acknowledged by both assignee
30 and assignor, and duly recorded in the recorder's office of Lan-
31 caster County, State of Nebraska, in which writing the assignee
32 shall expressly accept, assume and agree to perform all the terms,
33 conditions and limitations herein contained, thereafter to be kept
34 and performed by said lessee; and said lessee agrees that it will
35 not make any sale or assignment except in this manner and upon

1 the above conditions, it being understood that a sale or assign-
2 ment in any other form shall be absolutely void. A sale or
3 assignment of this lease, by the lessee, shall not release the
4 said The Lincoln Telephone and Telegraph Company from its obliga-
5 tions hereunder without the written consent of the lessor.

6 It is further covenanted and agreed by and between the
7 parties hereto that in the event default shall be made by said
8 lessee in the payment of any rent herein provided for upon the
9 day when the same shall become due and payable, and such default
10 shall continue ninety days after notice in writing given by said
11 lessor to said lessee; or in the event of any default in relation
12 to liens as hereinbefore provided, which shall continue for
13 ninety days after notice thereof in writing shall have been given
14 by said lessor to said lessee; or in the event said lessee shall
15 fail to pay any of the taxes and assessments as hereinbefore
16 provided to be paid within either the time provided by law or
17 in the event of contest by court action as to such taxes or
18 assessments, then immediately following final determination in
19 such court proceedings and such default shall continue for ninety
20 days after notice thereof in writing shall have been given by
21 said lessor to said lessee; or in the event the lessee shall fail
22 to rebuild the buildings on said premises in the event of des-
23 truction by fire or other elements within the time hereinbefore
24 mentioned, which default shall continue for ninety days after
25 notice thereof in writing shall have been given by said lessor
26 to said lessee; or in the event of default by lessee of any other
27 covenant or condition of the lease to be performed by lessee
28 which shall continue for ninety days after notice thereof in
29 writing shall have been given by said lessor to said lessee, said
30 lessor may at its option, after such ninety days' notice in
31 writing, declare this lease cancelled and the term thereof ended
32 by written notice of such declaration delivered to lessee, and
33 may enter upon said premises, with or without process of law, and
34 take possession thereof, with any and all buildings or improve-
35 ments which may have been erected thereon, the lessee hereby

1 waiving any demand for possession thereof, and all buildings,
2 fixtures and improvements then situate on said premises shall be
3 and become the property of the lessor.

4 It is further covenanted and agreed by and between the
5 parties hereto that in the event the lessor shall, without fault
6 on its part, be made party to any litigation concerning this
7 lease brought by or against said lessee, then said lessee shall
8 employ necessary legal counsel for lessor, and lessee shall pay
9 all costs and attorneys' fees incurred on account of such
10 litigation.

11 Lessor agrees to give lessee possession of said
12 premises on or before January 1, 1949, and in case lessor shall
13 be delayed in occupying a school building already purchased by
14 lessor located on K Street, Lincoln, Nebraska, lessee agrees to
15 give lessor additional time required to move into said new
16 school building, and in consideration therefor lessor agrees to
17 move into said building at the earliest possible date, PROVIDED,
18 HOWEVER, that in the event lessee does not receive possession of
19 the leased premises on or before January 1, 1949, the rent pay-
20 able by lessee shall be abated for the period lessee is so de-
21 layed and refund of any rent paid shall be made by lessor to
22 lessee on a prorata basis for such period of delay, and in no
23 event shall possession to lessee be delayed beyond June 1, 1949.

24 It is further covenanted and agreed by and between the
25 parties hereto that no waiver by said lessor of any Breach of
26 any of the said covenants herein contained to be performed by
27 the said lessee shall be construed to be a waiver of any succeed-
28 ing breach of the same covenant or agreement.

29 It is further expressly understood and agreed by and
30 between the parties hereto that in event of the sale and convey-
31 ance by the lessor of its title or interest in and to said de-
32 mised premises, including the reversionary interest, said lessor
33 shall thereupon be completely relieved and discharged from the
34 performance of any and all covenants and agreements herein by the
35 lessor agreed to be performed, PROVIDED, HOWEVER, that any such

1 sale shall be made subject to this lease.

2 Upon the expiration of the ninety-nine year period of
3 this lease, lessee shall redeliver said premises with any build-
4 ings thereon, if any, to lessor and any such improvements on
5 said property shall then become the property of the lessor.

6 It is further agreed that if, at any time or times
7 during the term of this lease, the lessor should desire to sell
8 the within demised premises, then the lessee shall have the first
9 privilege of purchasing the premises for the same price and on
10 the same or equally favorable terms and conditions at which the
11 lessor would be willing to sell to any other person. Lessor
12 agrees that no sale will be made by it of said demised premises
13 to any other person than lessee unless (a) it first receives a
14 bona fide offer in writing, accompanied by an earnest money de-
15 posit in the form of a cashier's check, a money order or bank
16 draft of not less than ten per cent of the proposed purchase
17 price; and (b) written notice of such offer and price, terms and
18 conditions thereof, together with a written offer by lessor to
19 sell said premises to lessee at said price and on the same or
20 equally favorable terms and conditions is given by lessor to
21 lessee; and (c) lessee shall fail to notify lessor in writing
22 of lessee's acceptance of said offer of sale of the demised
23 premises within a period of thirty days after receipt of such
24 notice of offer to purchase and lessor's said offer to sell to
25 lessee and promptly complete said purchase.

26 It is further agreed that in the event lessee does not
27 accept lessor's said offer to sell and complete the said sale
28 and thereafter lessor, for any reason whatsoever, does not accept
29 the offer of purchase from a person other than the lessee above
30 referred to, or accepting the same, the sale of the demised
31 premises will not be or is not completed in strict and complete
32 accordance with such offer of purchase from such other person
33 than the lessee, then the lessor agrees that it will not complete
34 said sale to such other person or make any subsequent sale of
35 said premises without first following the procedures hereinabove

1 set forth, and thereby extending to lessee the privilege to
2 purchase the premises at the same price and on the same or
3 equally favorable terms and conditions as contained in any
4 modification or change in the original offer from some other
5 person or in any subsequent bona fide written offer or offers
6 from some other person or persons, and in each and every instance
7 the lessor agrees to extend to the lessee the said right to exer-
8 cise the first privilege of purchase in the event of subsequent
9 offer as hereinabove provided.

10 The lessor further covenants with the lessee that the
11 said lessee, on paying the said rent and performing the said
12 covenants on its part to be performed, as herein set forth,
13 shall and may peaceably and quietly have, hold and enjoy the
14 defined premises during the term of the within lease.

15 It is further covenanted and agreed by and between
16 the parties hereto that all the expressions, terms, conditions,
17 provisions, and agreements herein shall extend to and be binding
18 upon, and inure to the benefit of, as the case may be, each and
19 every one of the successors and assigns of each of the parties
20 hereto, to the same extent as if in every case so expressed in
21 this lease.

22 In witness whereof, the parties hereto have caused
23 this instrument to be executed by its duly authorized officers
24 and additionally the lessor executes by its Trustees, duly auth-
25 orized, and the corporate seals of the respective corporations
26 are affixed, all as of the day and year first above written.

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Attest:

Secretary

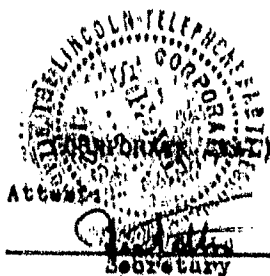
ST. MARK'S CATHOLIC CHURCH, NICHOLAS, a corporation

By [Signature]
President

By [Signature]
Trustee and Member of the corporation

By [Signature]
Trustee and Member of the corporation

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Trustee and Member of the corporation



By L. J. Beaumont
Trustee and Member of the
corporation

LESSOR

THE LINCOLN TELEPHONE AND TELEGRAPH
COMPANY, a corporation

By B. J. Holler
Vice President

LESSEE

STATE OF NEBRASKA }
LANCASTER COUNTY } ss

On this 24 day of August, 1948, before me,
the undersigned, a Notary Public in and for said County,
personally came Louis B. Kucera, President of ST. MARY'S
CATHEDRAL OF LINCOLN, NEBRASKA, a corporation, and Clarence
J. Jordan, Secretary of ST. MARY'S CATHEDRAL OF LINCOLN,
NEBRASKA, a corporation, to me personally known to be the
President and Secretary whose names are affixed to the above
agreement, and acknowledged the execution thereof to be their
voluntary act and deed and the voluntary act and deed of the
said corporation, and that the corporate seal of the said
corporation was thereto affixed by its authority.

Witness my hand and notarial seal at Lincoln in said
County the day and year last above written.

T. M. Nealey
Notary Public

My commission expires the 15 day of April 1950

STATE OF NEBRASKA }
LANCASTER COUNTY } ss

On this 24 day of August, 1948, before
me, the undersigned, a Notary Public in and for said County,
personally came Louis B. Kucera, Bishop of Lincoln, (being
the chief officer of the Roman Catholic Church in and for the
Diocese of Lincoln, Nebraska), and Trustee of ST. MARY'S
CATHEDRAL OF LINCOLN, NEBRASKA, a corporation, and a Member
of said Corporation, to me personally known, whose name is
affixed to the above agreement and who acknowledged the execu-
tion thereof to be his voluntary act and deed as a Trustee of
ST. MARY'S CATHEDRAL OF LINCOLN, NEBRASKA, a corporation, and
as a Member of said Corporation, and the voluntary act and
deed of the said Corporation and that the corporate seal of
the said Corporation was thereto affixed by his authority.

Witness my hand and notarial seal at Lincoln in
said County the day and year last above written.

T. M. Nealey
Notary Public

My commission expires the 15 day of April 1950

STATE OF NEBRASKA }
LANCASTER COUNTY } SS

On this 24 day of August, 1944, before me, the undersigned, a Notary Public in and for said county, personally came Clarence J. Riordan, Vicar General of Lincoln, (being a subordinate officer of the Roman Catholic Church in and for the Diocese of Lincoln, Nebraska) and Rector of the church known as St. Mary's Cathedral located in Lincoln, Nebraska, and Trustee of ST. MARY'S CATHEDRAL OF LINCOLN, NEBRASKA, a corporation, and a Member of said Corporation, to me personally known, whose name is affixed to the above agreement and who acknowledged the execution thereof to be his voluntary act and deed as a Trustee of said ST. MARY'S CATHEDRAL OF LINCOLN, NEBRASKA, a corporation, and as a member of said Corporation, and to be the voluntary act and deed of said Corporation, and that the corporate seal of the said Corporation was thereto affixed by his authority.

Witness my hand and notarial seal at Lincoln, Nebraska, said County the day and year last above written.

T. M. Kealy
Notary Public

My commission expires the 10 day of April 1950

STATE OF NEBRASKA }
LANCASTER COUNTY } SS

On this 20 day of August, 1944, before me, the undersigned, a Notary Public in and for said county, personally came Lewis H. Doyle, a lay member of the Roman Catholic Church, in and for the Diocese of Lincoln, Nebraska, a Trustee of ST. MARY'S CATHEDRAL OF LINCOLN, NEBRASKA, a corporation, and a Member of said Corporation, to me personally known, and whose name is affixed to the above agreement and who acknowledged the execution thereof to be his voluntary act and deed as a Trustee of said ST. MARY'S CATHEDRAL OF LINCOLN, NEBRASKA, a corporation, and as a Member of said Corporation, and the voluntary act and deed of the said Corporation, and that the corporate seal of said Corporation was thereto affixed by his authority.

Witness my hand and notarial seal at Lincoln, Nebraska, said County the day and year last above written.

Richard A. Estess
Notary Public

My commission expires the 4th day of September 1953

STATE OF NEBRASKA }
LANCASTER COUNTY } SS

On this 25th day of August, 1948, before me, the undersigned, a Notary Public in and for said county, personally came Paul J. Beaurivage, a lay member of the Roman Catholic Church, in and for the Diocese of Lincoln, Nebraska, a Trustee of ST. MARY'S CATHEDRAL OF LINCOLN, NEBRASKA, a corporation, and a Member of said Corporation, to me personally known, and whose name is affixed to the above agreement and who acknowledged the execution thereof to be his voluntary act and deed as a Trustee of said ST.

1 THE CATHOLIC OF LINCOLN, NEBRASKA, a corporation, and as
2 a member of said corporation, and the voluntary act and deed
3 of the said corporation, and that the corporate seal of said
4 Corporation was thereto affixed by his authority.

5 Witness my hand and notarial seal at Lincoln in
6 said county the day and year last above written.

7 *Richard A. Vest*
8 Notary Public

9 My commission expires the 4th day of September 1954

10 STATE OF NEBRASKA }
11 LINCOLN COUNTY } 33

12 On this 5th day of August 1948, before
13 me, the undersigned, a Notary Public in and for said county,
14 personally came B. I. Noble, Vice President of THE LINCOLN
15 TELEPHONE AND TELEGRAPH COMPANY, a corporation, and J. M.
16 Potter, Secretary of THE LINCOLN TELEPHONE AND TELEGRAPH
17 COMPANY, a corporation, to me personally known to be the
18 President and Secretary whose names are affixed to the above
19 agreement, and acknowledged the execution thereof to be
20 their voluntary act and deed and the voluntary act and deed
21 of the said corporation and that the corporate seal of the
22 said corporation was thereto affixed by its authority.

23 Witness my hand and notarial seal at Lincoln in
24 said county the day and year last above written.

25 *W. J. McDermott*
26 Notary Public

27 My commission expires the 4th day of May 1954

