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REGISTER OF DEEDS  
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ASSIGNMENT OF LEASE

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KNOW ALL MEN BY THESE PRESENTS, that the undersigned, NEBRASKA TITLE COMPANY, A NEBRASKA CORPORATION, Assignor, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by RODNEY R. YANAGIDA AND LISA L. YANAGIDA, HUSBAND AND WIFE, Assignee, the receipt of which is hereby acknowledged, do hereby sell, transfer, assign and set over to RODNEY R. YANAGIDA AND LISA L. YANAGIDA, HUSBAND AND WIFE, Assignee, all of its right, title and interest in and to the Lease Agreement dated November 6, 1996, by and between LAS BRISAS LAND DEVELOPMENT COMPANY, INC., A NEBRASKA CORPORATION, Lessor, and NEBRASKA TITLE COMPANY, A NEBRASKA CORPORATION, Lessee, a copy of which is attached hereto and marked as EXHIBIT "1" affecting the following described property, to-wit:

See EXHIBIT "2" attached hereto and made a part hereof.

The Assignor does hereby warrant that it has the right to sell, transfer, assign and set over the aforesaid described lease; and that in addition to the assignment of its right, title and interest in and to the above described lease agreement, it hereby assigns all of its right, title and interest in and to the improvements constructed upon the above described property.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 18<sup>th</sup> day of February, 1997.

NEBRASKA TITLE COMPANY, A  
NEBRASKA CORPORATION  
BY [Signature]  
Vice President

981550

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this 18 day of February, 1997, by Charles S. Weber, Vice President of Nebraska Title Company, a Nebraska Corporation, on behalf of said Corporation.



*Laurie J. Johnson*  
Notary Public

9815551

EXHIBIT "A"

LEASE AGREEMENT

This Agreement is entered into between Las Brisas Land Development Company, Inc., (Lessor) and Nebraska Title Company (Lessee).

The parties agree:

1. DESCRIPTION: Lessor conveys to Lessee the real estate described on Exhibit "A" as Parcel 1 (Premises). The description may be supplemented by a description by survey.
2. TERM: The term of this Agreement shall be 99 years from the latter of closing of the 1st day of October, 1996, to the 30th day of September, 2095. Lessor agree to convey fee simple title to the Premises to the Lessee, subject to easements, restrictions and leases of record, at such time as the property can be subdivided upon conditions acceptable to Lessor. If the Premises cannot be subdivided from Lot 32 Irregular Tract during the term of this Agreement, Lessor agrees that this Agreement shall be extended for \$1.00 and no additional consideration until such time as the Premises can be subdivided and marketable title to the Premises conveyed to the Lessee.
3. RENT: Lessee shall pay to Lessor as rent the sum of \$260,000.00 on or before closing. At the election of Lessee, \$50,000.00 of the rent may be held in escrow by State Title pending the installation of Lessor's improvements under paragraph 5 and satisfactory assurance to Lessee that the description on Exhibit "A" is a valid legal description for purposes of this Lease.
4. USE: Lessee shall use the Premises for a use permitted under the zoning ordinance of the City of Lincoln, Nebraska. The property shall be subject to Restrictive Covenants relating to use and common maintenance in the form of Exhibit "B". In the event drainage detention ponds or areas are required for drainage of the Premises only, Lessee shall use a portion of the Premises surface water for such purpose. Lessee shall not be required to use a portion of the Premises for detention of surface water drainage of other portions of Lot 33 Irregular Tract.

Lessor represents and warrants:

The Premises is subject to certain easements and restrictions of record. The easements shall not unreasonably interfere with Lessee's use of the Property and Lessor shall indemnify and hold Lessee harmless from any damages arising from the easements during the term of this Lease.

To the best of Lessor's knowledge, there are no environmental conditions on the Premises which will adversely affect Lessee's intended use of the Premises. Lessor shall indemnify and hold Lessee harmless from any damages arising from environmental conditions presently existing on the property.

5. LESSOR'S IMPROVEMENTS: Lessor shall cause the installation of a hard-surfaced roadway on Saltillo Road between Highway 77 and the access road serving Lot 33 Irregular Tract by Lessor or Lancaster County at no expense to Lessee. Lessor shall grade the sites within Lot 33 Irregular Tract to conform to the layout of the access road and provide appropriate drainage toward Highway 77. Lessor shall also install improvements as required under the Agreement attached as Exhibit "C".

6. LESSEE'S IMPROVEMENTS: Lessee may construct a sales facility for the sale of lawn care equipment, personal watercraft and related merchandise, the configuration and parking plans of which are shown on Exhibit "C". Any changes from the site plan shown on attached Exhibit "C" shall be at Lessee's expense and shall not amend or alter the drives or circulation or parking plans shown for the remaining property owned by Lessor without the written consent of Lessor.

Plans and specifications for such improvements shall be submitted to the Lessor, and no construction shall begin without the written consent of Lessor. The Lessee shall pay all costs of such improvements and alterations, shall provide evidence of such payment to the Lessor upon request, and shall hold the Lessor harmless from any costs, liens or damages.

Lessee shall install all drives and curb cuts on the Premises and joining the access road. Lessee shall install, at Lessee's expense, all wells, sewer systems, landscaping and public utility lines to the Lot line serving the Premises.

Subject to the provisions of the Restrictive Covenants (Exhibit B), Lessee may modify, alter, renovate and reconstruct improvements on the property during the term of this lease.

Any improvement constructed on the Premises by the Lessee shall become the property of the Lessor upon the expiration of the term of this Agreement or any extension or renewal term. Any trade fixtures installed by the Lessee may be removed by the Lessee upon the expiration of the term of this Agreement, but the Lessee shall repair any damage arising from the removal of such trade fixtures.

7. LESSEE'S OBLIGATIONS: Lessee shall:

- a. Maintain the Premises in good condition and repair.
- b. Comply with all reasonable rules established from time to time by Lessor for the use of the Premises and the open space and parking areas adjacent to the Premises.
- c. Pay all real estate taxes and special assessments levied against the Premises for the year 1997 and all subsequent years. Lessor and Lessee shall jointly petition and request that the County Assessor allocate real estate assessed

valuations in accordance with the lease and the remaining property held by Lessor so as to properly ascertain each party's share of real estate taxes and special assessments.

d. Pay all insurance premiums for fire and other casualty insurance on the Premises.

e. Submit to Lessor evidence of public liability insurance with limits of not less than \$1 million, and shall hold Lessor harmless from any loss or damage arising from the use of the Premises by Lessee.

8. SUBORDINATION: Upon the written request of Lessee, Lessor shall execute any instruments which may be necessary to subordinate Lessor's interest in the Premises to any mortgage executed by Lessee to secure repayment of funds advanced for rent or the construction of improvements on the Premises. Any such instrument shall include the following:

a. Provision for notice to Lessor, in the event of a default by Lessee under any such mortgage.

b. Provision that Lessor shall not be personally obligated, in any manner, under any such mortgage.

~~A default by Lessee under any such mortgage shall be a default under this Agreement.~~

9. WASTE: Lessee shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises, nor any use of the Premises which is contrary to any law, governmental regulation or insurance policy affecting or covering the Premises or which may be dangerous to persons or property.

Lessor may inspect the Premises at any reasonable time upon advance notice during regular business hours.

10. CONDEMNATION: If all or any portion of the Premises shall be taken or condemned for any public use or purpose, so as to render the Premises unsuitable for Lessee's use, the award for such taking or condemnation shall belong exclusively to the Lessee.

11. DEFAULT: Each of the following acts and omissions shall constitute a default by Lessee and a breach of this Agreement:

a. The failure of Lessee to perform any other agreement to be performed on the part of the Lessee for a period of 90 days after written notice of such failure.

12. REMEDIES: Upon a default by Lessee, Lessor shall have all remedies allowed under Nebraska law.

13. TERMINATION: Upon the termination of this Agreement, Lessee shall deliver possession of the Premises to Lessor.

14. CONTINGENCIES: This Agreement is contingent upon the following:

- a. Lessee's ability to obtain a building permit to construct the improvements referred to in Paragraph 6.
- b. Soil tests of the Premises indicating that the site is buildable without unreasonable costs for footings.
- c. A title insurance binder or other evidence showing marketable title in Lessor. The cost of the title insurance shall be paid one half by Lessor and one half by Lessee.
- d. Lessee's right to drill a test well prior to closing showing an adequate supply of drinkable water satisfactory to Lessee.
- e. Lessee's ability to obtain permission to utilize a septic and/or lagoon system to service the Property satisfactory to Lessee.
- f. Approval by Lessee of a construction contract and building plans for the construction of improvements referred to in paragraph 6.
- g. Approval of the Lessee's signage for said Property.

15. PROFESSIONAL SERVICES: The parties acknowledge Lessee has been represented by Dick Hatton, an agent with Home Real Estate. Lessee shall pay any commissions or charges due as a result of such representation. The parties shall utilize a title company for escrow and closing services and closing charges for such services shall be paid one half by Lessor and one half by Lessee.

16. MISCELLANEOUS: No waiver by Lessor of a default by Lessee shall be implied, and no express waiver shall be extended beyond the default and period specified.

No term or condition of this Agreement shall be construed to have been waived by Lessor, unless Lessee shall have secured such waiver from Lessor in writing.

The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

17. CO-OBLIGOR: Steve Miers in his individual capacity shall be jointly and severally liable with Lessor for any damages arising under paragraph 4 and shall have no other individual liability under this Lease Agreement.

18. MODIFICATION: This Agreement shall not be amended or modified, except by a written instrument executed by both Lessor and Lessee.

19. HEADINGS: The paragraph headings of this Lease Agreement are solely for the convenience of reference and shall not in any way modify the terms and conditions thereof.

20. BINDING EFFECT: This Agreement shall be binding upon the successors in interest of the parties.

Dated: November 6, 1996.

LAS BRISAS LAND DEVELOPMENT COMPANY, INC., Lessor

NEBRASKA TITLE COMPANY, Lessee

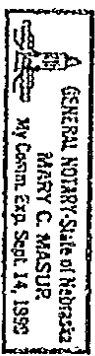
By: [Signature]  
Steve Milers, President

By: [Signature]  
Charlie Weber VICE PRESIDENT

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS.

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 1996, by Charlie Weber of Nebraska Title Company, a Nebraska Corporation, on behalf of said corporation.

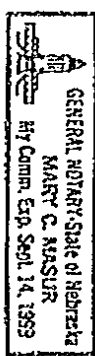
[Signature]  
Notary Public



STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS.

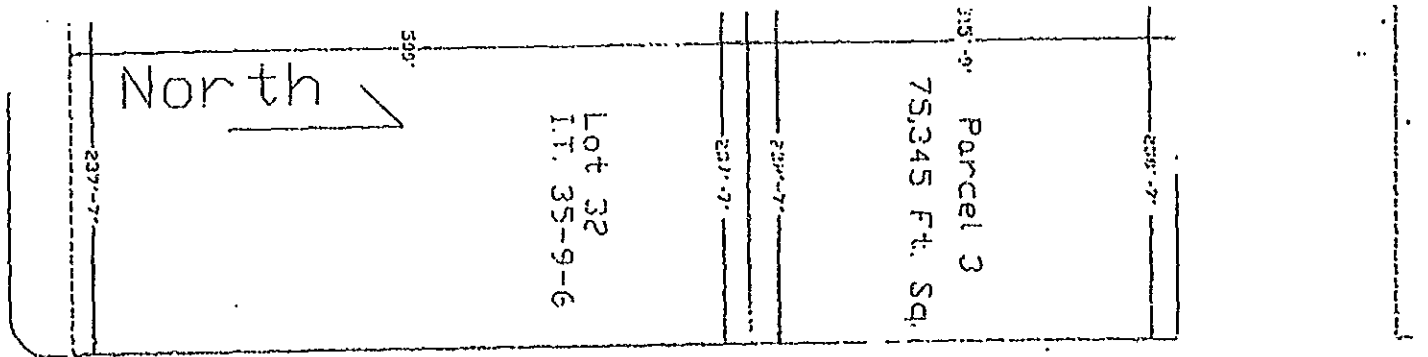
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 1996, by Steve Milers, President of Las Brisas Land Development Company, inc., a Nebraska corporation, on behalf of said corporation.

[Signature]  
Notary Public



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32' Concrete Street

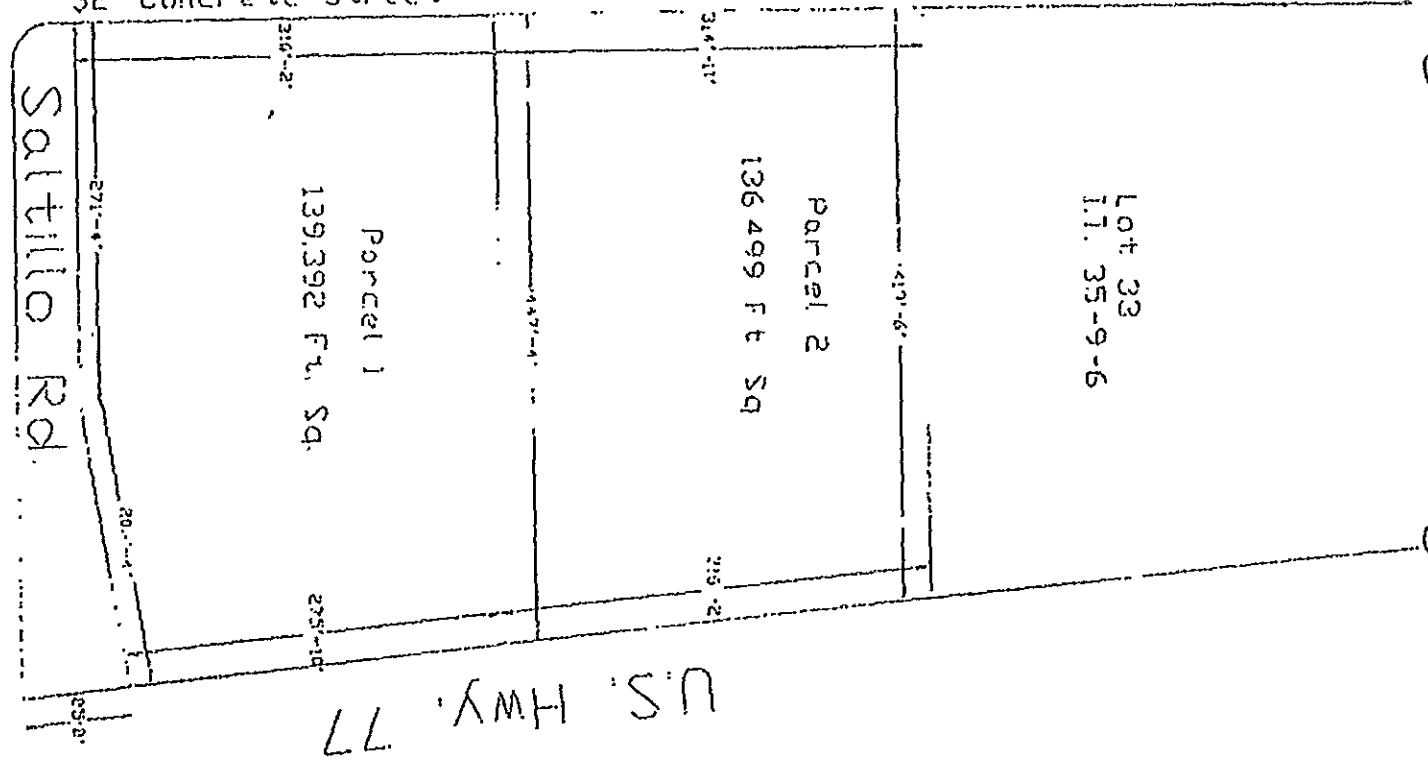


EXHIBIT  
A  
Parcel



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EXHIBIT "A"

That part of Lot 33, Irregular Tracts, in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 35, Township 9 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Lot 33, Irregular Tracts; thence northwesterly along the East property line of said Lot 33, a distance of 85 feet 8 inches to a point, said point being the True Point of Beginning; thence continuing northwesterly along the East property line of said Lot 33, a distance of 275 feet 10 inches to a point of deflection; thence westerly a distance of 447 feet 4 inches to a point of deflection; thence southerly, a distance of 310 feet 2 inches to a point on the northerly right of way line of Saltillo Road; thence easterly along the northerly right of way line of Saltillo Road, a distance of 271 feet 4 inches to a point of deflection; thence northeasterly along the northerly right of way line of Saltillo Road, a distance of 203 feet 4 inches to the True Point of Beginning.