



MISC Inst. # 2019083162, Pg: 1 of 5 Rec Date: 10/02/2019 14:48:10.647
Fee Received: \$34.00 By: CM
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

RETURN TO: See attached

CHECK NUMBER

Inst. # 2019083162, Pages: 2 of 5

Prepared by and Return to:
 Howard Fredrick Hahn
 Attorney at Law
 Kutak Rock LLP
 1650 Farnam Street
 Omaha NE 68102
 Howard.Hahn@Kutakrock.com

MEMORANDUM OF PARKING LOT LEASE AGREEMENT

This MEMORANDUM OF PARKING LOT LEASE AGREEMENT ("Memorandum") dated as of the 23 day of September, 2019 by and between The Nebraska Medical Center, a Nebraska nonprofit corporation as lessee ("Lessee"), and Clarkson Regional Health Services, Inc., a Nebraska nonprofit corporation as lessor ("Lessor").

WITNESSETH:

That in consideration of the rents, covenants, and conditions more particularly set forth in that certain Lease Agreement of even date herewith between the Lessor and the Lessee ("Lease") Lessor and Lessee do hereby covenant, promise and agree as follows:

1. Leased Property. Pursuant to the Lease, Lessor has leased to Lessee the tracts of real estate located in Omaha, Douglas County, Nebraska which real estate is more particularly described on Exhibit "A" attached hereto, and by this reference made a part hereof.
2. Term. The term of the Lease is set forth more fully in the Lease and commences at the date hereof and continues as provided in the Lease.

4813-5282-2950.1

IN WITNESS WHEREOF, Lessor and Lessee has executed this Memorandum of Lease Agreement as of the date first written above.

LESSEE:

THE NEBRASKA MEDICAL CENTER,
A NEBRASKA NONPROFIT CORPORATION

By: Stephanie Daubert

Its: CFD

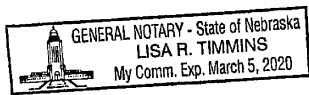
LESSOR:

CLARKSON REGIONAL HEALTH SERVICES,
INC.,
A NEBRASKA NONPROFIT CORPORATION

By: James P. Caneady
Its: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me September 23, 2019
by Stephanie Daubert, CFD
of The Nebraska Medical Center, a Nebraska nonprofit corporation, on behalf of the corporation.



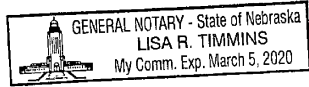
Lisa R. Timmins
Notary Public
My commission expires:
March 5, 2020

Inst. # 2019083162, Pages: 4 of 5

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me September 23, 2019
by ~~STEPHANE HANCOCK~~ JAMES T CANBY ~~CEO~~ President
of Clarkson Regional Health Services, Inc., a Nebraska nonprofit corporation, on behalf of the
corporation.

Lisa R. Timmins
Notary Public
My commission expires:
March 5, 2020



4813-5282-2950.1

EXHIBIT "A"

Leased Premises

Lot 16, except the West 5.5 feet thereof, all Lots 17 and 18, the West 30 feet of Lot 19, all in Block 5, Briggs Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, along with the South half of vacated alley abutting said lots on the North.

EXCEPT for that part of Lot 16, Block 5, Briggs Place conveyed to the City of Omaha in Warranty Deed – Corporation, Public Purposes, filed April 27, 1995 in Book 2002 at Page 659, records of Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of Lot 16, Block 5, Briggs Place; thence West for a distance of 32.5 feet along the South lot line of said Lot 16 (also known as the North ROW line of Douglas Street) to point of beginning; thence continuing West for a distance of 10.00 feet along the South line of Lot 16, thence North for a distance of 10.00 feet along the East ROW line of 44th Street; thence Southeasterly for a distance of 14.14 feet along a straight line and to a point on said South line of Lot 16 to point of beginning.

AND EXCEPT for that part of Lot 16, Block 5, Briggs Place together with part of the vacated alley adjoining on the North conveyed by Dedication for Street Right of Way Purposes filed May 2, 2016 at Instrument No. 2016031720, records of Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said Lot 16, Block 5, Briggs Place, said point also being the Southwest corner of Lot 17, said Block 5, Briggs Place, said point also being on the North Right-of-Way line of Douglas Street; thence N89°5'08"W(assumed bearing) along the South line of said Lot 16, Block 5, Briggs Place, said line also being said North right-of-way line of Douglas Street, a Distance of 29.99 feet to the point of beginning; thence N89°59'08"W along said South line of Lot 16, Block 5, Briggs Place, said line also being said North right-of-way line of Douglas Street, a distance of 2.49 feet; thence N45°05'19"W along said North right-of-way line of Douglas Street, a distance of 14.17 feet to the point of intersection of said North right-of-way line of Douglas Street and the East Right-of-Way line of 44th Street; thence N00°11'34"W along said East Right-of-Way line of 44th Street, a distance of 125.95 feet; thence S89°58'13"E, a distance of 12.68 feet; thence S00°06'53"E, a distance of 135.95 feet to the point of beginning.