

45-612

AGREEMENT

JOHN M. CHRISTLIEB AND ELIZABETH CHRISTLIEB, husband and wife hereinafter referred to as Parties of the First Part and MARK A. MEYER AND JACQUELINE MEYER, husband and wife, hereinafter referred to as Parties of the Second Part and the following shall constitute their agreement incidental to the matters and things referred to herein.

WHEREAS, the Parties of the First Part are the owners in fee simple of a certain tract of ground situated in Sarpy County, Nebraska, described as the Northeast Quarter of the Southwest Quarter and the Northwest Quarter of the Southeast Quarter and the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter all in Section 28 Township 13, Range 13, consisting of 160 Acres more or less and,

WHEREAS, a portion of said property of approximately 80 acres, more or less, is situated on the North side of the Platte River in which tract, Parties of the First Part have a lake and have developed cabin sites around the said lake, and

WHEREAS, Second Parties are thoroughly familiar with said area and are desirous of developing such portion of said 80 acre tract mentioned, exclusive of the present developed home sites and improvements and fronting the shore of the lake of said premises, and in connection therewith, Second Parties represent that they are desirous of obtaining a lease on said premises exclusive of the area herein mentioned and that they will pay for and obtain a plat of said premises mentioned, have all engineering, road building, dynamiting, grading and otherwise, done at their own expense to the end that home sites shall be developed on all of the property, exclusive of the lake front property which has been developed by the First Parties prior to the date of this agreement and which lake front property which has been previously developed as mentioned, is reserved to the exclusive control of the First Parties. Said Lots to be in such sizes as are mutually agreed upon by the Parties of the First and Second Parties. First Parties represent that it is their intention not to sell premises but to lease the home sites on a year to year basis with options of renewal as hereinafter provided and that Second Parties shall have the exclusive right and privilege of dealing with the making of said leases and shall have the right to improve at their own expense, and to market said improved premises or to sublease the said premises on which such improvements are built. In return, for the exclusive control of the premises hereinbefore mentioned, the Second Parties are to receive a lease from the First Parties as follows, to wit:

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PAGE 612  
*Carl & Hildegarde*

Rec # 021785

Second Parties shall have a lease on the premises for the term of five (5) years from the date of this instrument and shall receive and pay for ten tracts to be selected by the Second Parties on the basis of \$200.00 which is the declared annual rent for the said leased tracts which are approximately 100 feet wide and approximately 100 feet deep, depending upon the location of the tract, and to pay the sum of \$2,000.00 on said basis mentioned at the time of the execution of the lease and agreement. Second Parties represent that they will actively promote the leasing of the premises as mentioned herein and shall not be limited to the leasing and improvement of ten lots only, but in the event of any additional tracts being developed and leased through Second Parties, the basis shall be on the \$200.00 per year in advance, but shall be negotiated so that the anniversary date of payment shall be all at the same time. Shall the Second Parties do all the matters and things herein and shall actively promote and develop and dispose of leases of cabin sites and pay all costs of improvements and fully cooperate with the First Parties, this lease shall be in full force and effect for a term of five (5) years providing that for the year 1969, Second Parties shall receive and pay for a minimum of twenty-five cabin sites for which Second Parties will pay First Parties the sum of \$5,000.00 in advance, on the date of the 1969 corresponding with the execution date of this lease. It is understood that the Second Parties are not limited to the minimum figures mentioned herein relative to cabin sites, but all additional sites shall be paid for during the first five (5) year on the basis of \$200.00 per year in advance.

Second Parties may sublease the lake shore lots for five (5) years with the option to extend the sublease for twelve (12) additional five (5) year periods subject however to increased rentals as conditions warrant. Second Parties may increase the rentals during the first five (5) years to compensate for development, taxes and management. In the event of the Second Parties fulfilling all of the terms and conditions mentioned herein and actively promoting the leasing of said premises, then the Second Parties shall be entitled to an additional five (5) year lease upon the following terms.

The Parties of the First Part will negotiate and designate the amount of sublease rental due the Second Parties to cover taxes, upkeep and management and depending upon the purchasing power of the dollar.

IT IS UNDERSTOOD between the Parties that in the subleasing of cabins or subleasing of lake front lots or any other lots shall be made only with full knowledge and consent of the Parties of the First Part and Parties of the First Part shall, if fully satisfied, thereupon give their consent to the terms of sale of cabins, length of subleases of any of said lake front lots.

The Second Parties will organize a Lake Committe to formulate the policies and regulations to insure the welfare of the lake shore occupants and the Second Parties shall serve as Chairmen of this committee.

IT IS UNDERSTOOD and agreed that all work done as to improving the premises, putting in roads and otherwise by the Second Parties shall be with the consent and approval of the Zoning Laws for Sarpy County, Nebraska.

The Second Parties agree to provide such liability insurance or otherwise as will hold First Parties blameless and harmless for any damages, injuries or otherwise, which would occur by reason of the activities of the Second Parties.

In the event of the failure or refusal of the Second Parties to carry out all the promises and agreements to be performed by them by virtue of this agreement and lease, their failure to do so shall give the option to the First Parties to immediately cancel this agreement and lease and thereafter this agreement and lease to be at an end and the Second Parties shall deliver up possession of the premises and shall be therefore considered without any interest and the rights granted them by virtue of this agreement and lease, and shall be considered as having no further interest in the same and the First Parties shall thereupon be entitled to immediate possession of any and all equipment or otherwise on the premises belonging to the Second Parties until any monies due the First Parties by virtue of this agreement and lease shall be fully paid. Nothing in this agreement and lease contained shall be construed as granting any right or interest in and to the Real Property and that the relationship between First Parties and Second Parties is merely the relationship of Landlords and Tenants.

45-6120

IN WITNESS WHEREOF, said Parties set their hands and seals binding themselves, their heirs and assigns to the faithful performance of all conditions herein contained.

Dated this 13<sup>th</sup> day of May, 1972 in Sarpy County, Nebraska.

John M. Christlieb

Elizabeth D. Christlieb  
(First Parties)

Robert M. Meyer

Jacqueline Meyer  
(Second Parties)

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(Witness)

Signed and subscribed to before me this 13th day of May, 1972

Robert D. Doe  
Notary Public

My commission expires 12-29-72

