

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and executed this 8<sup>TH</sup> day of November, 2016 by and between Sanitary and Improvement District No. 97 of Sarpy County, Nebraska, a body politic and corporate, duly organized and existing as a Sanitary and Improvement District under the Constitution and laws of the State of Nebraska, hereinafter referred to as Lessor, and the Hawaiian Village Lake Association, a Nebraska non-profit corporation, hereinafter referred to as Lessee.

1 DESCRIPTION OF LEASED PREMISES

- a. PREMISES. Lessor hereby leases to Lessee exclusively and Lessee accepts such rental upon the terms, conditions, and covenants set forth herein for the property legally described as Outlot E, Hawaiian Village, (the "Lake") and that portion of Outlot D, Hawaiian Village, (the "Amenities") cross-hatched and marked for parking, volleyball, public beach, tennis, but not including the waste water treatment plant as set forth on the attached Exhibit "A" incorporated herein by this reference (hereinafter referred to collectively as the "Premises").

2 TERM AND RENT

- a. TERM. The term of this Lease shall be for a period of one year commencing January 1, 2016 and terminating December 31, 2016.
- b. RENT. Rent shall be at the rate of One (\$1.00) Dollar per year.
- c. RENEWAL. This Agreement shall automatically be renewed for successive one (1) year terms, not to exceed ten (10) years, unless either party notifies the other of their intention not to renew on or before June 30 of each year.

3 USE OF THE PREMISES

- a. USE. Lessor grants to Lessee exclusive possession and use of the Premises; and Lessee covenants that the Premises shall only be used in the operation of a recreational lake and associated recreational and social amenities, and agrees not to use or permit the Premises or any part thereof to be used for any other purpose without the prior written consent of Lessor.
- b. COMPLIANCE WITH LAW. Lessee shall, at Lessee's sole expense, comply promptly with all applicable federal, state, county, and municipal statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Premises. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.
- c. CONDITION OF PREMISES. Lessee has inspected and hereby accepts the Premises, in its condition existing as of the date of the execution hereof, subject to all easements, zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor any of Lessor's employees or agents has made any representation or warranty as to the suitability of the premises for the conduct of Lessee's use and occupation of the Premises.

- 4 RULES AND REGULATIONS. Lessee shall make reasonable rules and regulations of the use, operation and enjoyment of the lake. Prior to adopting any rules or regulations the Lessee shall submit such rules and regulations to the Lessor for its review and approval, which approval shall not be unreasonably withheld.
- 5 IMPROVEMENTS, MAINTENANCE, REPAIRS, AND ALTERATIONS
  - a. LESSOR'S OBLIGATIONS. Subject to the disclosure in Paragraph 3(c) above, Lessee has examined the Premises and the improvements thereon and accepts them in their present condition. Lessor shall not be responsible for any upkeep of the premises or improvements thereon or for any damage thereto.
  - b. LESSEE'S OBLIGATIONS. Lessee, at Lessee's expense, shall keep in good order, condition, and repair the Premises and every part thereof.
  - c. ALTERATIONS AND ADDITIONS. Lessee shall keep the Premises free from waste and in good order, condition, and repair. Any alterations or additions to or upon the Premises over Five Thousand (\$5000.00) Dollars shall be at Lessor's cost, and submitted in writing and approved in writing by Lessor, at Lessor's sole and absolute discretion. Any proposed changes to the topography (including landscaping) must be submitted in writing and approved in writing by Lessor. Any alteration or topography change made by Lessee without Lessor's written approval shall constitute a material breach of this Lease. Lessee shall keep the Premises free of liens arising from any such alterations or additions to the Premises; provided however, Lessee, at its cost, shall have the right to contest any such lien as to its validity or amount and withhold payment thereon until adjudged valid by a final judgment by a court of competent jurisdiction. Lessee further agrees to keep the Premises in a clean and sanitary condition, free from trash, rubbish and debris. Lessee agrees that no improvements on the Premises shall be removed by Lessee without the written consent of the Lessor.
- 6 INSURANCE. Lessor shall maintain liability insurance on the Premises with limits sufficient to cover the loss limits set forth in the Nebraska Political Subdivision Tort Claims Act and name the Lessee as an additional insured under such policy.
- 7 ASSIGNMENT AND SUBLETTING.
  - a. LESSOR'S CONSENT REQUIRED. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, grant any concession or license, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent, which consent may be withheld in Lessor's sole and absolute discretion. Any such assignment, transfer, mortgage, encumbrance, grant, concession, license, or subletting or any attempts towards such a result without prior written consent by the Lessor shall be absolutely null and void, and shall constitute a material breach of this Lease.
- 8 DEFAULTS; REMEDIES.
  - a. DEFAULTS. The occurrence of any one or more the the following events shall constitute a material default and breach of this Lease by Lessee;
    - i. The vacating or abandonment of the Premises by Lessee for a continuous period in excess of thirty (30) days.

- ii. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee herein, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee.
  - iii. The failure by Lessee to observe or perform any of the covenants, conditions, or provision of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided however, if the default is of such a nature as to reasonably require more than thirty (30) days to cure, Lessee shall have such additional time as is reasonably necessary to cure the same (which in no event shall exceed an additional thirty (30) days from the initial cure period), provided Lessee has promptly commenced action to cure the default and diligently pursues the same to completion.
- b. REMEDIES. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without additional notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:
- i. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and the Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including reasonably necessary renovation and alteration of the Premises, reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof.
  - ii. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
  - iii. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Nebraska.

## 9 CONDEMNATION

- a. ACTION BY LESSOR OR THIRD PARTY. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power in quality or quantity destructive of the purpose of this Lease and the use of the Premises by Lessee, Lessee may, at Lessee's option, within thirty (30) days after Lessor or the condemning authority shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession) exercise in writing its option to terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the

foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining.

- b. ALLOCATION OF PROCEEDS. Any award of payment resulting from condemnation shall be the property of Lessor.

10 GENERAL PROVISIONS

- a. NOTICE. Any notice required under this Lease shall be made by U.S. Mail, postage prepaid to the following:

Lessor:

David Wennstedt, Chairman  
Sanitary and Improvement District No. 97  
7911 Molokai Drive  
Papillion, NE 68046

With a copy to:

Sanitary and Improvement District No. 97  
c/o Fullenkamp, Doyle & Jobeun  
11440 West Center Road  
Omaha, NE 68144

Lessee:

Hawaiian Village Lake Association

P.O. BOX 312

SPRINGFIELD, NE 68059

- b. WAIVERS. No waiver by one of the parties hereto of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- c. RECORDING. Lessee may record this Lease, provided, however, upon termination, Lessee agrees to execute a recordable affidavit acknowledging such termination.
- d. HOLDING OVER. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without objection by Lessor, such occupancy shall be a tenancy from month to month.
- e. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

- f. COVENANTS AND CONDITIONS. Each provision of this Lease performed by the parties hereto shall be deemed both a covenant and condition.
- g. BINDING EFFECT; CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Lessee, this Lease shall bind the parties, their successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.
- h. MERGER. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation thereof, or a termination by Lessor, shall not work a merger, and shall at the option Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subtenancies.
- i. CORPORATE AUTHORITY. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that they are duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation.
- j. NON-DISCRIMINATION. In performing under this Agreement, no party shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

ATTEST:



CLERK

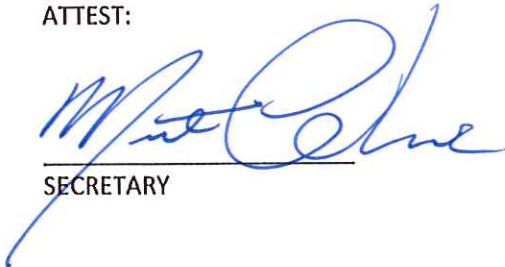
LESSOR:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 97 OF SARPY COUNTY, NEBRASKA



CHAIRMAN

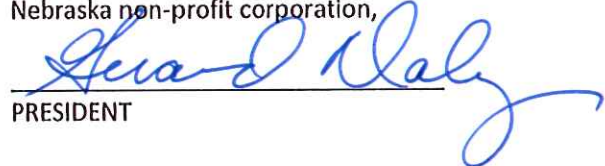
ATTEST:



SECRETARY

LESSEE:

HAWAIIAN VILLAGE LAKE ASSOCIATION, a  
Nebraska non-profit corporation,



PRESIDENT

