

Miscellaneous Record No. 14

CARL H. BARR :  
AND :  
CHARLES S. REED :  
LEASE \$1.05 Pd.:

Filed April 16th, 1949 at 10:00 o'clock A.M.

*Besse Deter*  
County Clerk

L E A S E

CARL H. BARR, single, hereby leases to Charles S. Reed and his assigns, one square acre of ground on the north bank of the Platte River, said acre of ground being located in the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section 20, Township 12 North, Range 11 East, Sarpy County, Nebraska being the one acre of ground on which the said Reed has located a cabin site.

This lease is for a term of twenty (20) years from the first day of May, 1948, for the sum of \$10.00 per year, payable on the first day of May of each year in advance.

Carl H. Barr hereby acknowledges the receipt of \$50.00 to apply on future payments due under such lease.

This lease includes the right of ingress and egress to and from said cabin site and the right to hunt and fish in the Platte River adjoining the land now owned by Carl H. Barr. Any improvements on said acre of ground shall be and remain the property of the lessee, Charles S. Reed.

Dated this first day of May, 1948.

Carl H. Barr  
Lessor  
Charles S. Reed,  
Lessee

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )SS.

On this 1st day of May, 1948, before me, the undersigned a notary public duly commissioned and qualified for and residing in said county, personally came Carl H. Barr, to me known to be the identical person whose name is affixed to the foregoing instrument as lessor, and acknowledged the same to be his voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL the day and year last above written.

ELISABETH FISHER NOTARIAL SEAL  
DOUGLAS COUNTY, NEBRASKA COM-  
MISSION EXPIRES JAN 25 1951

Elisabeth Fisher  
Notary Public  
My commission expires the 25th day of January, 1951.

M.P. PETERSEN & WIFE :  
AND :  
OMAHA PUBLIC POWER DISTRICT :  
Contract \$1.60 Paid - - - - :

Filed April 20th, 1949 at 10:00 o'clock A.M.

*Besse Deter*  
County Clerk

C O N T R A C T

File No. \_\_\_\_\_

This indenture made this 3rd day of March, 1949, by and between OMAHA PUBLIC POWER DISTRICT a quasi public corporation hereinafter called "The District" and M.P. Petersen & Annie Petersen Husband and Wife of the County of Sarpy, State of Nebraska, hereinafter called "Grantor(s)":

WITNESSETH: That for and in consideration of \$50.00, receipt whereof is hereby acknowledged by Grantor (s), and mutual covenants, and agreements herein contained, the Grantor(s) do (es) hereby grant and convey unto the District, its successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate, and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property situated in Sarpy County, State of Nebraska, to-wit:

That part of lot 49 Hillcrest Addition lying East of State Highway and lot 48 Hillcrest Addition all in the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 23 township 14 North Range 13 East of the 6th P.M.

Said transmission line to be located along the South line of said Section 23.

The Grantor(s) do(es) hereby further grant unto the District, its successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor(s) adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor(s) do(es) hereby further grant unto the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within six (6) feet of the District's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines.

All refuse or debris from such tree cutting and trimming shall be disposed of by Omaha Public Power Dist.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live stock and other personal property of the Grantor(s) and the District agrees to indemnify and save harmless the Grantor(s) from any and all such damage and loss arising or occurring to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals on the day and year first above written.

OMAHA PUBLIC POWER DISTRICT  
 OMAHA NEBRASKA CORPORATE  
 SEAL CREATED 1945

OMAHA PUBLIC POWER DISTRICT  
 By F.J. Moylan  
 Operating Manager

ATTEST:

T.F. Hanley  
 Assistant Secretary

Tom Dooley  
 Witnesses

M.P. Petersen  
 Annie Petersen

Approved: C.W. Minard  
 Chief Engineer

STATE OF NEBRASKA ) ss.  
 COUNTY OF Sarpy )

On this 3<sup>rd</sup> day of March, 1949, before me the undersigned, a notary Public in and for said County and State, personally appeared M.P. Petersen and Annie Petersen personally to me known to be the identical person (s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

TOM DOOLEY GENERAL NOTARY  
 STATE OF NEBRASKA COMMISSION  
 EXPIRES MAR. 20, 1952

Tom Dooley  
 Notary Public

My Commission expires on the 20<sup>th</sup> day of March, 1952.

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor(s) and the division thereof according to the separate agreement of the Grantor(s) and the undersigned to their mutual satisfaction, and, in the case of a Lessee, in consideration of the indemnity by the Omaha Public Power District as to crop damage as the interest of the Grantor(s) and Lessee may appear, the undersigned, being the Lessee or otherwise, in, or entitled to the, possession of the property described in the foregoing Contract, hereby consents(s) to the survey for and construction of the Electric Transmission line or lines across the property therein described, in accordance with the terms of the said contract, and, insofar as the interest of the undersigned is affected by the said Electric Transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said Contract, and hereby expressly subordinates such interest to the rights granted to the Omaha Public Power District by such Contract.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof, this 3<sup>rd</sup> day of March, 1949.

Arthur P. Petersen

In the Presence of :

Tom Dooley

STATE OF NEBRASKA, ) ss.  
 COUNTY OF Sarpy )

On this 3<sup>rd</sup> day of March, 1949, before me, the undersigned Tom Dooley, a Notary Public duly commissioned and qualified in and for said County and State, personally came Arthur P. Petersen to me known to be the identical person whose name is affixed to and who executed the foregoing instrument as his and he acknowledged the same to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

TOM DOOLEY GENERAL NOTARY  
 STATE OF NEBRASKA COM-  
 MISSION EXPIRES MAR. 20, 1952

Tom Dooley  
 Notary Public