

4674

FILED

Lot # 6

LEASE

1975 SEP -4 PM 1:39

THIS LEASE, made by and between George G. Lemley, hereafter called Owner, and *Louis C. Schaffer* hereafter called Tenant, WITNESSES:

Owner hereby leases unto Tenant Lot ~~6~~ as laid out by Owner with frontage on the Missouri River, same being a portion of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Six (6), Township Seventeen (17), Range Thirteen (13), in Washington County, Nebraska, from to be used and occupied for dwelling purposes only, upon the following conditions:

1. Tenant shall pay rent for same ~~\$275<sup>00</sup>~~ per year, payable annually in advance, same to be paid to Owner at his place of residence.
2. Without further charge or rent, Tenant shall have the right to use the access road furnished by Owner on his land. Owner agrees to pay one-half the cost of maintenance of such access road, provided that the remainder there of is paid by his tenants on said land. Said access road is along the west line of Owner's land.
3. Tenant shall have the right to construct improvements on the leased premises, which shall be Tenant's property and Tenant shall pay all taxes thereon, and shall have the right to remove the same within thirty days after the expiration or termination of this lease or any extension or renewal thereof. Only one cabin or trailer shall be used, placed, or erected on the leased premises and shall be for the use of one family only.
4. The leased premises and the improvements made thereon shall be for the use of Tenant and shall not be rented to others. No guests shall be permitted the use thereof except when accompanied by one of the principal officers of Tenant.
5. The access road so furnished has a gate installed thereon, which is padlocked. One key to such padlock shall be furnished Tenant without cost and any additional key desired by Tenant shall be furnished by Owner at a charge of \$1.00 each. Tenant shall not permit such key to be duplicated by anyone, and default under this provision shall be sufficient grounds for termination of this lease. Tenant shall lock said gate with said padlock after each passage through the same, and failure to do so shall also be sufficient ground for cancellation. Tenant agrees to assume all liability of any kind in connection with its use of such access road and the leased premises, including the use thereof by its guests, and agrees to hold Owner harmless from any such liability. Tenant shall faithfully observe all posted speed limits on Owner's premises.
6. Tenant shall pay all charges for electricity or other utilities used on the leased premises during the lease period.
7. Tenant shall not assign this lease or sublet the leased premises without Owner's written consent, but Owner shall not unreasonably withhold such consent.
8. Tenant shall keep the leased premises free of waste, trash, rubbish, garbage, and other refuse and comply with all requirements of law and public health authorities with regard to same and with regard to water supply and sanitary sewerage facilities to be used by Tenant.
9. Tenant shall have the right to remove its improvements from the leased premises at any time, provided that all rents due or to become due hereunder shall be first fully paid. Any improvements or property of Tenant not removed from the leased premises within sixty days after expiration or termination of this lease shall be deemed abandoned and thereupon become the property of Owner.

STATE OF NEBRASKA, COUNTY OF WASHINGTON | SS 1521  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 4th DAY OF September 1975  
 AT 1:39 O'CLOCK PM AND RECORDED IN BOOK  
 16 AT PAGE 467-468  
 COUNTY CLERK *Charlotte Peterson*  
 CITY *Harold Toubreen*

y- 467

10. Tenant agrees not to commit or permit any nuisance or unlawful act upon the leased premises; not to interfere with the farming of Owner's adjoining land or with the agricultural tenants or employees of Owner in such farming operations; that Owner or his agents may go upon the leased premises at reasonable times to inspect the same or for other lawful purpose; that it will promptly yield possession of the leased premises at the expiration of this lease or upon termination thereof as provided herein; that it will promptly and properly comply with all laws, rules and regulations of any government or any government agency or authority with reference to the leased premises and the use thereof, and does grant to Owner a lien upon any and all of Tenant's property kept or used on the leased premises, whether exempt from execution or not, to be enforced in like manner as a chattel mortgage, for all rent due or to become due under the terms of this lease.

11. This is a five year lease as of date.

12. If any default be made by Tenant under the terms hereof, Owner may notify Tenant of such default by properly mailing notice thereof to Tenant at its said address, and if Tenant fails to remedy such default within thirty days after such mailing, Owner shall be entitled to immediate possession of the leased premises and Tenant agrees to promptly and peaceably surrender such possession thereof.

13. If Tenant shall continue to occupy the leased land after the expiration of this lease, such occupancy shall constitute a tenancy at will. No waiver of any right hereunder shall be construed to require the waiver of any subsequent right or privilege accorded hereunder to such party. The rights of Owner hereunder shall be cumulative and in addition to all other rights and remedies accorded Owner by law now or hereafter in effect.

This lease is executed in duplicate and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Signed this 1 day of June 1975

George G. Lemley  
George G. Lemley

Owner

ATTEST:

Louis C. Schepers

Tenant