

JOHN VON TERSCH :  
 TO :  
 MARTHA V. LA BORDE: N  
 Release \$1.10 Paid: :

Filed April 27th, 1949 at 3:45 o'clock P.M.

*Ray V. Peter*  
 County Clerk

R E L E A S E

The undersigned JOHN VON TERSCH does hereby fully release and discharge MARTHA V. LABORDE and her heirs, devisees and assignees, and each and all of them, from all further obligations, responsibilities, duties and agreements whatsoever in connection with a written lease made and entered into by and between the undersigned and said Martha V. LaBorde on or about May 25th, 1946, and recorded on July 8th, 1946, in Book 13, at Page 36, of the miscellaneous records of the office of Register of Deeds of Sarpy County, Nebraska, which lease pertained to the following described real estate, to-wit:

LOT TEN (10), IN BLOCK THIRTEEN (13), IN THE ORIGINAL TOWN OF GRETNA, AS SURVEYED, PLATED AND RECORDED, IN SARPY COUNTY, NEBRASKA.

The aforementioned lease was wholly terminated by mutual agreement of both the undersigned and of said Martha V. LaBorde during the year 1948, without further responsibilities, obligations or liabilities whatsoever of either of said parties to the other. This instrument is executed solely for the purpose of releasing and terminating of record the aforementioned lease and all rights and interests therein. Martha V. LaBorde, by accepting this release, also discharges and releases the undersigned from all of his liabilities and responsibilities in connection with said lease.

IN WITNESS WHEREOF I hereunto affix my hand on this 1st day of April, 1949.

John Von Tersch

STATE OF California ) ss.  
 COUNTY OF Shasta )

On this 1st day of April, 1949, before me, a Notary Public in and for said county, personally appeared JOHN VON TERSCH, a resident of said county, who is to me personally known to be the identical person who is described in the foregoing instrument as the releaser, and the identical person who subscribed his name to said instrument, and he acknowledged before me that said instrument is his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and Notarial Seal in said county on the date last aforesaid.

NOTARY PUBLIC  
 SHASTA CO. CALIF.

Merlyn Harvey  
 Notary Public

My commission expires on March 29, 1950.

MARY BOHAC :  
 AND :  
 OMAHA PUBLIC POWER DIST.: N  
 Contract \$1.00 Paid : :

Filed April 28th, 1949 at 10:00 o'clock A.M.

*Ray V. Peter*  
 County Clerk

C O N T R A C T

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

This indenture made this 14th day of APRIL, 1949, by and between OMAHA PUBLIC POWER DISTRICT, a quasi public corporation hereinafter called "The District" and Mary Bohac, Widow of the County of SARPY, State of Nebraska, hereinafter called "Grantor (s)":

WITNESSETH: That for and in consideration of \$10.00, 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:

Tax Lot "11B" in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 22, Township 14 North Range 13 East of the 6th P.M.

Said transmission line to be of single pole construction and to be located along the South line of said Section 22.

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 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

Miscellaneous Record No. 14

lines. All refuse or debris from such tree cutting and trimming shall be disposed of by \_\_\_\_\_. 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.

ATTEST: T.F. Hanley Assistant Secretary Mrs. Ray Meisinger J.L. Meyers Witnesses

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

Approved: C.W. Minard Chief Engineer

STATE OF NEBRASKA ) ss. COUNTY OF Sarpy )

On this 14th day of April, 1949, before me the undersigned, a notary public in and for said County and State, personally appeared Mary Bohac 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 her 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 \_\_\_\_ day of \_\_\_\_, 19\_\_.

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 of 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 subordinate 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 \_\_\_\_ day of \_\_\_\_ 194\_\_.

James Bohac

MARY BOHAC AND OMAHA PUBLIC POWER DIST. CONTRACT \$1.60 Paid

Filed April 28th, 1949 at 10:00 o'clock A.M.

County Clerk

CONTRACT

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

This indenture made this 14th day of APRIL, 1949, by and between OMAHA PUBLIC POWER DISTRICT, a quasi public corporation hereinafter called "The District" and Mary Bohac, Widow of the County of SARPY, State of Nebraska, hereinafter called "Grantor (s)":

WITNESSETH: That for and in consideration of \$10.00, 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:

Tax-Lot "10" in the Southwest quarter (Sw 1/4) of Section 22 Township 14 North Range 13 East of the 6th P.M.