

MISCELLANEOUS RECORD No. Y

1948 *** K-B PRINTING Co., OMAHA ***

L. L. BROWN & SONS
LINEN
LEDDER

9. It is further mutually agreed that the Lessor shall pay all taxes and assessments that may be levied against the above described premises, and the building and equipment belonging to the Lessor thereon, and the Lessee shall pay all taxes that may be levied or assessed against the equipment owned by the Lessee thereon.

10. If, in the sole judgment of the Lessee, it appears likely that Lessee or any of its assignees or sub-lessees may be obliged to pay any license, privilege or excise tax because of its or their interest in or use of the premises hereby leased, Lessee may terminate this lease or any renewal or extension thereof by giving Lessor thirty days' written notice of its intention so to do.

11. Lessor agrees that Lessee may assign this lease or sublet the premises and equipment herein described without consent of Lessor, and that Lessee, or its assignee or sublessee shall have the privilege of using said premises for the purpose of operating thereon a gasoline service station, and for the sale of tires, tubes, batteries and automobile accessories, and any other incidental commercial activity, and that said Lessee, its assignee or sublessee, shall likewise have the privilege of erecting on said premises such buildings, driveways, and other improvements as may be necessary or desirable for the aforesaid purposes, and in case Lessee, its assignee or sublessee, shall be unable to obtain from municipal or other public authorities, any permit or license necessary for the operation of a gasoline service station upon said premises, or in case any such permit or license, if obtained, be afterward revoked without fault of the one so obtaining it, or if the use of said premises for any of the purposes stated above be restrained or enjoined by judicial process, then and in such event or any thereof Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days' notice of its intention so to do.

12. In the event the Lessee shall hold over beyond the expiration of the term herein provided or any renewal or extension thereof, it is expressly understood and agreed that any such hold-over tenancy shall be a month to month tenancy only, and either the Lessor or the Lessee may terminate such tenancy at any time by giving the other party thirty (30) days written notice of its intention to do so.

13. It is further understood and agreed that all notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by registered mail to the Lessor at the address herein shown, or to the Lessee at its main office in Chicago, Illinois. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

IN WITNESS WHEREOF, the said Lessor has hereunto set hand and seal, and the said Lessee has caused this instrument to be executed the day and year first above written.

In Presence of:
A. McKnudson

David T. Sjogren (SEAL)
Lessor
Mrs. Clara Sjogren (SEAL)
Wife of Lessor

STANDARD OIL COMPANY

By J. H. Hay
Manager

ACKNOWLEDGMENT FOR LESSOR (INDIVIDUAL)

State of Nebr.)
)ss.
County of Cass)

Personally appeared before the undersigned, a Notary Public in and for said county and state, David T. Sjogren and Mrs. Clara Sjogren and his wife, personally known to me to be the parties who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 15th day of Dec. A. D. 1948.

My commission expires _____ Allen R. Koop
Notary Public

(ALLEN R. KOOP)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(FEB. 28, 1953)
(CASS COUNTY, NEBRASKA)

CONTRACT
Raymond P. Nelson et al
- to -
Omaha Public Power District

COMPARED

Filed January 15, 1949 at 8:05 A.M.
Lucille Horn Gaines
Register of Deeds
\$ 2.65

#44

Standard
TRANSMISSION LINE
Contract

THIS INDENTURE, Made this 28th day of September, 1948, by and between Raymond P. Nelson and Lola S. Nelson, husband and wife; Elmer Nelson and Trulla A. Nelson, husband and wife; and Allen D. Nelson and Doris C. Nelson, husband and wife of the County of Cass, State of Nebraska, hereinafter called the "Grantor(s)," and the OMAHA PUBLIC POWER DISTRICT, a Public Corporation and Political Subdivision of the State of Nebraska, hereinafter called "District",

WITNESSETH:

That for and in consideration of \$1.00, receipt of which is hereby acknowledged by the Grantor(s), and the agreement by the District further to pay \$ 60.00 for each two-pole "H" frame structure when the entire structure is located on the property hereinafter described, but, when less than the entire structure is located on the property hereinafter described, then only one-half of the amount last above-stated amount is to be paid as hereinafter provided, and in

MISCELLANEOUS RECORD No. Y

LL BROWN & COMPANY PAPER CO.
LINEN & LOGGERS

48343 *** K-B PRINTING CO., OMAHA ***

further consideration of the mutual covenants and agreements herein contained, the Grantor(s) do(es) hereby grant and convey unto the District, its lessees, successors, and assigns, forever, the perpetual right, privilege, easement, right-of-way and authority to survey for, erect, construct, operate and maintain a high voltage electric transmission line or lines in, on and across the following described real estate, including the perpetual right to conduct surveys and install, repair, replace and remove poles, electric transmission lines, wires, cables, grounding devices, anchors, brace poles, stubs, guys, guy wires, buried conductors, either place singly or running continuously underneath and parallel to the line or both, and other fixtures and appliances necessary or convenient in connection therewith, through, over, under, upon, along and across the property of Grantor(s) located in Cass County, State of Nebraska, more particularly described as follows:

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ /SE $\frac{1}{4}$) of Section 9
Township 12 North Range 10 East of the 6th P.M.

together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from said property at all times, which said transmission line or lines will be along the following approximate route:

Beginning at a point on the North and South Center Line of said Section 9 approximately 493 Feet North of the Southwest Corner of the said Southeast Quarter (SE $\frac{1}{4}$) of said Section 9 thence East approximately 32 degrees South across the said Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ /SE $\frac{1}{4}$) of said Section 9 to the South Line of said Section 9.

and such grant shall run with and bind the aforescribed property.

The Grantor(s) do(es) hereby further grant unto the District, its lessees, successors and assigns forever, the permanent right, privilege and authority to cut down trees under or within Twenty-Five (25) feet each way from the center line of the District's line, and to cut down or trim any trees or limbs of trees on either side of the center line of the District's line as would be a hazard to or in any way interfere with said line, the District to be the sole judge as to the necessity of cutting down, trimming or otherwise removing said tree or trees. All refuse or debris resulting from such tree felling or tree trimming or both shall be disposed of by cutting wood into 8 foot lengths, piling said wood along the adjacent property line and burning or otherwise disposing of all other refuse and debris. The District shall also have the right to remove, or otherwise dispose of, anything within said Twenty-five (25) feet each way from the center line of the District's line which, in the District's opinion, would be a hazard to said line or in any way interfere with said line or the construction, maintenance or operation thereof. The Grantor(s) further agree(s) that nothing will be constructed, erected or maintained within a distance of Twenty-Five (25) feet each way from the center line of the District's line, which would be a hazard to such line or in any way interfere therewith.

The District shall at all times exercise 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) or Their lessee, as their interest may appear, from any and all damage or loss arising or occurring to such property solely by reason of the District's negligence in the construction, operation and maintenance of said transmission line or lines or by reason of the District's employees or agents actually going upon or actually entering upon the property herein described in connection with the construction, operation and maintenance of said transmission line or lines. It is further agreed that all claims for damage must be in writing and filed with the District within thirty 30 days after such damages shall have occurred; otherwise, it is agreed that said claim for damages shall have been waived.

The Grantor(s) for Them self(ves), Their heirs, executors, administrators, successors and assigns do(es) covenant and warrant that They (is) (are) lawfully seized of said premises, that They has(ve) good right and lawful authority to make such conveyance and that They, Their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance. Said Grantor(s) further covenant that said real estate is free from encumbrance, except as follows:

The District agrees that should the transmission line or lines constructed hereunder be abandoned for a period of five (5) years, the right-of-way or easement hereby secured shall then cease and terminate and this Contract shall be of no further force and effect against the property hereinabove described.

It is expressly agreed that in the event the District does not commence construction of its transmission line or lines, poles, wires, cables, anchors, brace supports, grounds, guys, guy wires and other fixtures and appliances thereon within a period of five (5) years from the date of this Contract, then this Contract shall become void and of no effect, and in such event the District shall be absolved from the payment of the sum last above stated. The first sum above stated and paid, however, is to be the property of and to be retained by the Grantor(s).

The sum last above stated, to-wit the amount to be paid on location of structures, shall be paid by the District to the Grantor(s) or, at the option of the District, or, at the direction of the Grantor(s), to the Grantor(s), Mortgagee(s), if any, Lessee(s), if any, and any other person or persons having a prior interest, but only after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Lessees of said property or other persons in possession at the date of this Contract, and after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest, upon this instrument, or have otherwise obtained and deposited with the District releases, waivers or subordination agreements from such Mortgagees, Lessees or such other persons substantially to the effect of the agreements herein inscribed.

The Grantor(s), for Them self(ves), Their heirs, executors, administrators, successors and assigns, do(es) further agree that no claim shall ever be made against the District, its lessees and assigns, for any depreciation in value of said land by reason of the location of said transmission line or lines of said property, and the Grantor(s) do(es) further agree that They, Their heirs, executors, administrators, successors and assigns will not directly or indirectly interfere with said transmission line or lines and will cooperate with the District in the erection, construction, operation and maintenance of said transmission line or lines.

It is further agreed that the District has the right to commence construction of said transmission line or lines upon notification by the District in writing to the Grantor(s) of its intent to commence said construction.

MISCELLANEOUS RECORD No. Y

It is further agreed that no agent, employee, or other representative of the District has authority to change the terms of this Contract or waive any of its provisions, and no change in this Contract shall be valid unless in writing and signed by an executive officer of the District, and that this Contract shall be of no force and effect until signed by an executive officer of the District.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) and the District has caused the due execution of this instrument by its officers hereunto duly authorized in Triplicate, this 28th day of September, 1948.

In the Presence of:

C. H. Panzer

Raymond P. Nelson

Lola S. Nelson

Elmer Nelson

Trulla A. Nelson

Allen D. Nelson

Doris C. Nelson

Grantor(s).

(OMAHA PUBLIC POWER DISTRICT)
(CORPORATE SEAL CREATED 1945)
(OMAHA, NEBRASKA)

OK
CWM

Corporate Seal

OMAHA PUBLIC POWER DISTRICT

By J. E. Davidson

General Manager
Executive-Manager
Operating-Manager

Attest:

T. F. Hanley
Its Assistant Secretary.

STATE OF NEBRASKA,)
) SS.
COUNTY OF Saunders)

On this 28th day of September, 1948, before me, the undersigned C. H. Panzer, a Notary Public, duly commissioned and qualified in and for said County and State, personally came Raymond P. Nelson and Lola S. Nelson, husband & wife; Elmer Nelson and Trulla A. Nelson, husband & wife; and Allen D. Nelson and Doris C. Nelson, husband & wife, to me known to be the identical person(s) whose name(s) are affixed to and who executed the foregoing instrument as Grantor(s) and they acknowledged the same to be their voluntary act and deed.

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

(C. H. PANZER GENERAL NOTARY)
(PUBLIC COMMISSION EXPIRES)
(OCT. 23, 1952)
(STATE OF NEBRASKA)

C. H. Panzer
Notary Public

RELEASE
Lyman Richey Sand & Gravel Corp
- to -
Marguerite M. Hall et al

COMMENCED

Filed January 17, 1949 at 3:15 P.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.45

RELEASE

THIS INDENTURE made this 8th day of January, 1949.

WITNESSETH:

WHEREAS Lyman-Richey Sand Company, a Nebraska corporation, purchased on December 10, 1921 and received as assignee from Platte Gravel Company, a corporation, all of such Lessee's interest, and

WHEREAS Martha G. Reed, Irma W. Hunt and James H. Hunt, as Lessors, gave a certain Lease and Agreement, recorded in Book V (Misc.) Page 671 of the real estate records of Cass County, Nebraska, to Platte Gravel Company, a corporation, as Lessee, and

WHEREAS said Lease and Agreement was subsequently, on July 27, 1922, assigned to Lyman-Richey Sand Company, as Lessee-Purchaser as of December 10, 1921 by Platte Gravel Company, and

WHEREAS said lease and agreement was assigned by the Lessors on June 12, 1948 to Marguerite M. Hall and William Allen Metzger, and

WHEREAS Lyman-Richey Sand Company, by amendment to its Articles of Incorporation filed in the office of the Secretary of State of Nebraska, July 6, 1925, changed its name to Lyman-Richey Sand and Gravel Company, and

WHEREAS the said Lyman-Richey Sand and Gravel Company, under a plan of re-organization pursuant to Section 77-B of the Federal Bankruptcy statutes, was dissolved and all of its assets, including its rights as Lessee under the above-described Lease, were transferred to a new and successor corporation known as Lyman-Richey Sand & Gravel Corporation, a Delaware corporation, which corporation is domesticated under the Laws of the State of Nebraska, and whose Articles of Incorporation were filed on July 7, 1943 in Book 121, Page 170 of Misc. Records in the Secretary of State's office of the State of Nebraska;

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the undersigned Lyman-Richey Sand & Gravel Corporation, successor of Lyman-Richey Sand and Gravel Company, formerly Lyman-Richey Sand Company, does hereby surrender and release unto Marguerite M. Hall and William Allen Metzger the certain Lease and Agreement recorded in Book V (Misc) Page 671, of real estate records of Cass County, Nebraska, and agrees that all obligations, covenants and conditions therein contained are cancelled and rendered of no further force and effect.

