

FILED

1975 FEB 19 PM 1:53

LEASECHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK

THIS LEASE, made by and between George G. Lemley, hereafter called Owner, and Wilkie & Co., Inc., a Nebraska corporation, 513 South 20th Street, Omaha, Nebraska, hereafter called Tenant, WITNESSES:

Owner hereby leases unto Tenant Lot Six (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 June 1, 1965, to May 31, 1970, to be used and occupied for dwelling purposes only, upon the following conditions:

1. Tenant shall pay as rent for same \$200.00 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 thereof 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 ground 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.

OFFICES OF
O'HANLON & O'HANLON
LAWYERS
BLAIR, NEBRASKA

STATE OF NEBRASKA, COUNTY OF WASHINGTON 182
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 19th DAY OF February, A.D. 1975
AT 1:53 O'CLOCK P.M. AND RECORDED IN BOOK
11 AT PAGE 114-116
COUNTY CLERK Charlotte L. Petersen
Deputy James Dubloen

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.

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. Tenant shall have the right to extend this lease for a further period of five years, on the same terms, by notifying Owner in writing thereof at least ninety days before the expiration of this lease.

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 4 day of June, 1965.

George G. Lemley
George G. Lemley, ----- Owner

WILKIE & CO., INC., a corporation,
Tenant

ATTEST:

Secretary ----- By *H. Irving Wilkie* President

OFFICES OF
O'HANLON & O'HANLON
LAWYERS
BLAIR, NEBRASKA

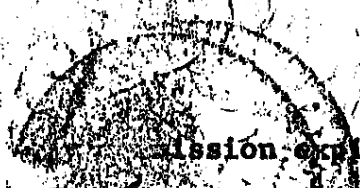
STATE OF NEBRASKA } :ss:
WASHINGTON COUNTY }

On this 4 day of ^{Nov. 1966} ~~June~~, 1965, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally appeared George G. Lemley, the Owner in the foregoing lease, to me known to be the identical person whose signature is affixed to said instrument, and he acknowledged the execution of same to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last aforesaid.

Lucille L. Nelson

Notary Public



Commission expires June 27, 1972.

STATE OF NEBRASKA } :ss:
COUNTY }

On this 4 day of ^{Nov. 1966} ~~June~~, 1965, before me, the undersigned, a notary public, duly commissioned and qualified for and residing in said county, personally appeared W. Frank Wilkie, President of Wilkie & Co., Inc., a corporation and the Tenant in the foregoing lease, to me known to be the President of said corporation and the identical person whose signature is affixed to said instrument, and he acknowledged the execution of same to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last aforesaid.

Lucille L. Nelson

Notary Public



Commission expires June 27, 1972.

OFFICES OF
O'HANLON & O'HANLON
LAWYERS
BLAIR, NEBRASKA