

MISCELLANEOUS RECORD, NO. 6.

The grantor does hereby further grant unto said electric Company, its lessees, successors, and assigns, the right, privilege and authority to enter upon and pass over said property and the property of grantor adjacent thereto, and to cut down or trim any trees along said transmission line or route necessary to keep said line or lines and wires and equipment clear of the property in order to give the right, privilege and authority to cut and clear trees, and to trim and unobstructed and for said tree-trimming and clearance purposes the electric line for a space of fifty (50) feet on each side thereof. The Company is further authorized to enter upon and over said premises with access thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Company shall at all times exercise all due care and diligence to avoid any unnecessary injury or damage to the crops, live stock and other property of the grantor and the Company agrees to indemnify and save harmless the grantor from any and all damage and loss arising or occurring to any person or property by reason of the negligent construction, operation, and maintenance of said transmission line during the lifetime of this easement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 29th day of October, 1926.

Witness my hand and Notarial Seal the date above written. W.O. Larson, Notary Public. My Commission expires on the 29 day of June, 1932. S.E. Schmitzer, Nebraska Power Company, Sec'y. C. Larson, Notary Public. H. Y. Page, Asst. County Clerk. Herman Tombrink, Grantor.

Subscribed and sworn to before me on this 19th day of October, 1926, before me the undersigned, Notary Public in and for said County and State, personally appeared Herman Tombrink, single, personally known to me to be the identical person who signed the foregoing instrument as grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written. W.O. Larson, Notary Public. My Commission expires on the 29 day of June, 1932.

ans

HANNAH LUNDGREN & HUSB. :
and
NEBRASKA POWER CO.
Contract 1175 Pd.

Filed Dec. 2, 1926, at 4 P.M.

[Signature]
County Clerk.

C O N T R A C T

This indenture made this 29 day of November, 1926, by and between NEBRASKA POWER COMPANY a corporation hereinafter called "The Company" and Hannah Lundgren and Joan Lundgren, Wife and Husband, of the County of Sargy State of Nebraska, hereinafter called "grantor";

WITNESSETH: That for and in consideration of \$250.00, receipt whereof is hereby acknowledged by the grantor and mutual covenants and agreements herein contained the grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, necessary wires, guys, supports, cross arms and other fixtures and appliances, over, upon, along, and above the following described property,

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situated in Sargy County, State of Nebraska, to-wit:

On a line Six (6) feet East of and parallel to the West line of Tax Lot 31, commencing on the South line of the said Tax Lot 31 and running in a Northerly direction to a point Two thousand and Twenty-Six (2,026) feet from the point of beginning and thence turning North-easterly at an angle of 59°24' East of North to a point on the untravelled road at the North of the Grantor's land; this all being in Tax Lot 31, of the South West Quarter of Section 24, Township 14 N., Range 13 E. of the 6th. P.M.

The electric transmission line shall be built according to the general specifications and restrictions attached hereto and hereby made a part hereof and marked exhibit "A".

The grantor does hereby further grant unto the Company, its lessees, successors and assigns the right, privilege and authority to enter upon and pass over said property and the property of Grantor adjacent thereto, and to cut down or trim any trees along said transmission line or route necessary to keep said line or lines and wires and equipment clear and unobstructed and for said tree trimming and clearance purposes the Company is hereby given the right, privilege and authority to cut and clear trees adjoining said electric line for a space of fifty (50) feet on the east side thereof. The Company is further authorized to enter upon and over said premises with access thereto for the purpose of constructing, repairing, operating and maintaining said lines and facilities upon the property above described.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live stock and other property of the grantor(s) and the Company agrees to indemnify and hold harmless the grantor(s) from any and all claims and loss arising or resulting from or by reason of the construction, operation and maintenance of said transmission line during the lifetime of this easement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on this 21st day of November, 1926.

Attest:
S.E. Schwitzer, Secretary.
Witnessed:
Otto S. Lundgren,
E.H. Anderson,

NEBRASKA POWER COMPANY
By E.Y. Page, Assistant General Manager
M. Hannah Lundgren, } Grantor,
John Lundgren, }

Nebraska Power Company, Inc.,
Nebraska Power Company, Inc.,
Nebraska Power Company, Inc.,

State of Nebraska,)
County of Sargy,) ss. On this 25th day of November, 1926, before me the undersigned, a notary public in and for said County and State, personally appeared Hannah Lundgren and John Lundgren personally to me known to be the identical persons who signed the foregoing instrument as grantors and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and the Notarial Seal the date above written.
A.E. Hood, Notary Public.
Sargy County, Nebraska.
Commission expires May 25, 1931. My Commission expires on the 25th day of May, 1931.

EXHIBIT "A"
The "Line" referred to in the property description in the "Contract" shall be known as the Center Line of the pole line.
The electric line shall be built with single pole structures spaced as near three hundred (300) feet apart as the contour of the land will permit. The Company shall endeavor to erect and maintain a minimum number of poles consistent with good and safe construction.

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Between the point where the line turns an angle Northeasterly and the point on the main travelled road on the North of the Grantor's land, there shall be only one (1) pole structure, this structure to be no farther east than necessary to have it in line with the two above mentioned points.

No high voltage conductor of the electric line shall be less than twenty three (23) feet above the ground level at a temperature of 60 degrees Fahrenheit.

FRANK BOHAC & W.F.

Filed Dec. 2, 1926, at 4 P.M.

and

NEBRASKA POWER CO.
Contract, \$1.75 Pd.



County Clerk

CONTRACT

This indenture made this 28th day of October, 1926, by and between Nebraska Power Company, a corporation hereinafter called "the Company" and Frank and Mary Bohac, husband and wife, of the County of Sargy, State of Nebraska, hereinafter called "grantors":

WITNESSETH: That for and in consideration of \$275.00, receipt whereof is hereby acknowledged by the grantor and mutual covenants and agreements herein contained the grantor does hereby grant and convey into the electric company, its lessees, successors and assigns, the right, privilege, easement, authority and right of way to construct, operate and maintain its poles, electric transmission lines, necessary wires, guides, supports, cross arms and other fixtures and appliances, over, upon, along, and above the following

described property, situated in Sargy County, State of Nebraska, to-wit: The East Twenty-five (25) feet of that part of Tax Lot 10, lying in the Southwest Quarter of Section 22, Township 14, Range 13, East of the 6th. P.M.

The electric transmission line shall be built according to the general specifications and restrictions attached hereto and hereby made a part hereof and marked exhibit "A".

The grantor does hereby further grant unto said electric company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of grantor adjacent thereto, and to cut down or trim any trees along said transmission line or route necessary to keep said line or lines and wires and equipment clear and unobstructed and for said tree trimming and clearance purposes the electric company is hereby given the right, privilege and authority to cut and clear trees adjoining said electric line for a space of fifty (50) feet on each side thereof. The Company is further authorized to enter upon and over said premises with access thereto for the purpose of erecting, repairing, operating and maintaining said lines and equipment upon the property here described.

The Company shall at all times exercise all due care and diligence to avoid any unnecessary injury or damage to the crops, live stock and other property of the grantor and the Company agrees to indemnify and save harmless the grantor from any and all damage and loss arising or accruing to any person or property by reason of the negligent construction, operation and maintenance of said transmission line during the lifetime of this easement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on this 28th day of October, 1926.