## 15 MISCELLANEOUS REGORD No. 8 FRED J. HAGEDORN & WF. Filed May 29, 1931 at 10 o'clock A.M. TO NEBRASKA POWER COMPANY County Clerk. Contract \$1.50 Pd. File NC. CONTRACT. This indenture made this 17th day of April, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Fred J. Hagedorn and Antonette E. Hagedorn, husband and wife of the County of Sarpy State of Nebraska, hereinafter called "Granter": WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$50.00 per pole for each and every pole set on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and egreements herein contained the Grantor does Fereby grant and convey unto the Company, its lesses, successors, and assigns, the perpetual right, 目的目的目标中心。自由的基本的基 privilege, easement, authority and right of vay to construct, operate and maintain /its poles, 计操作性的计算机存在的问题。 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 Nebriska, towit: South Half (S1) of North West Quarter (NW2) Section Twenty (20), Township Fourteen (14) 1.122.123 N. Walter (11.11) North Range Twelve (12) East, of the 6th PM. 打扫描的 The electric transmission line shall be built of double pole construction, commonly 的时期时间的 117 H TH ?? called "H" frame construction, with a spacing between structures generally approximately 600 12-42 HALLON CONTRACTOR 1 Press task [] feet and not less than 300 feet. The poles of the individual "H" frames shall be set on ten 1.4 foct centers, the center line of said "H" frames being the east and west center lines of said 1.20.27 and west center lines of sold section Twenty (20) aforementioned. this making one pole five feet north of and one pole five feet south of said east and west center line of said section twenty (20). 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 the Grantor adjacent thereto for the juppose of construction, repairing, operating and maintaining said lines and equipment upon the property above describel. The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Twenty-five (25) feet of the Compony's lines, and to cut down or 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 lines. All refuse or debris resulting from such tree trimming shall be disposed of in the following manner, towit: Clean up and burn all wood and brush.

The Company shall at all times exercise all due care and diligence to avoid any injury of damage to the crops, livestock and other personal property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all such damage and loss arising or occurring to such property solely by reason of the construction, operation, and maintenance of

said transmission lines.

The Company agrees that should the transmission lines constructed hereunder be abandoned for a period of five 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 Company is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property,

commencing at East line of section 22-14-12 and ending at Center section 23-14-11 so as to

## MISCELLANEOUS REGORD No. 8

construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right of way and upon receipt of such notice in writing from the Company by the Grantor this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor, In the event that the Company is able to obtain all of the right of way between the points herein indicated, then the further sum payable hereunder shall be paid by the Company to the Grantor on or before the date of the commencement of the construction of the Company's transmission lines

poles, wires, guys, supports and other fixtures and appliances on the premises herein described WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 17th 

day of April; 1930. Attest:

16

F.J. Moylan WITLESSES:

E.R. Anderson Frank Graham 制制。编入了

#################################### #Nebraska Power Company # #Seal 1917 #Seal. 1917. 日本自己的推进的 自動動物を行って

Take Charles

NEBRASKA POWER COMPANY

By R.N. Page, General Manager. Fred J. Hagedorn

Antonette E. Hagelorn Granter

Engineer's Approval F.E. Smith.

STATE OF NEBRASKA) SS. COUNTY OF SARPY

On this 17 day of April, 1930, before me the undersignel; a notary public in and for said County and State, personally appeared Fred J. Hagedorn and Antonette E. Hagedorn husband and wife personally to me known to be the identical person (s) who signed the foregoing 12:11:11 instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

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WITNESS my hand and notarial seal the date above written. #E.R. Anderson, Notarial Seal # # #Douglas County, Nebraska #General Commission expires Mar. 9, 1934 # 

1-5-57

E.R. Anderson, Notary Public. General Notary Public.

WILLIAM J. EICHNER

223年1月1日年1月1日年1月1日年1月

NEBRASKA POWER COMPANY Contract \$ 1.50 Pd. «

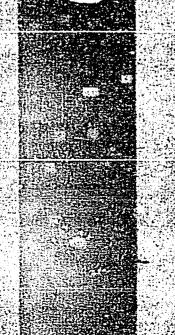
Filed May 29, 1931 at 10 o'clock A.M. alound County Clerk.

File No.

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CONTRACT

This indenture made this 17 day of April, 1930, by and between NEBRASKA POWER COMPANY,



corporation hereinafter called "The Company" and William J. Eic mer, widower of the County of Sarpy State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged

by the Grantor, and the further payment of a sum to make a total payment of \$20.00 per pole for

each and every pole set on the following described property, said sum to be paid as her inafter

provided, 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, wires, guys and other fixtures and appliances, over; upon along and above