

MISCELLANEOUS RECORD "G"

8558—THE K-B PRINTING COMPANY, OMAHA

Roscoe Pound, single, to
Northwestern Public Serv. Co.)
Filed Aug. 2, 1930, at 2 P.M.)
A. Fouts, County Clerk. ✓)

TRANSMISSION LINE RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the grantors, Roscoe Pound, an unmarried man, of _____ County, Nebraska, in consideration of the sum of One Dollar (\$1.00) in hand paid by Northwestern Public Service Company, receipt whereof is hereby acknowledged, and the further consideration of \$15.00 per structure on plow land; \$5.00 per structure on hay land; \$5.00 per structure on pasture land; \$2.50 for each anchor, - hereby grant to said Northwestern Public Service Company, its lessees, successors or assigns, the right, easement, authority and right-of-way to construct, operate, patrol and maintain a transmission line, including poles, anchors and necessary fixtures and wires attached thereto, over, upon, along and above the lands hereinafter specifically described, for the transmission of electrical energy, such line to form a part of an electric transmission line to be owned and operated by said Northwestern Public Service Company, its lessees, grantees, successors or assigns, extending from lines of said Company in or near Columbus, Nebraska, to other lines of said Company, located beyond said lands hereinafter described, and also to cut or trim all trees, bushes, and saplings growing upon said land with the right of excess to said land hereinafter described. The grantors, together with their heirs, assigns, or tenants, caused by employees of the grantee, its successors or assigns, shall be promptly paid for by said grantee, its successors or assigns. The property of the grantors over which this grant is given is described as follows: that part of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) and the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$), and Tax lot "M", Section 33, lying South of the Union Pacific Railroad Company Main line tracks, Township 16, North, Range 3, West of the 6th P.M., Merrick County, Nebraska.

The transmission line is to be built along a line approximately parallel with the south main line track of the Union Pacific Railroad, but the exact location of said transmission line and all equipment in connection therewith shall be accurately determined by survey to be made at a later date by the grantee before actual construction of the line is commenced.

Should Northwestern Public Service Company, its successors or assigns, fail to pay the further consideration as set forth above on or before 6 months from this date, then this right shall become null and void.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the 25 day of November, 1929,
Witness: MAY M. MCCARTHY
ROSCOE POUND, Grantor.

Received this 16th day of April, 1930, Seventy Dollars (\$70.00) in full settlement for this grant.
COMMONWEALTH OF MASSACHUSETTS, County of Middlesex) SS.
ROSCOE POUND

On this 25th day of November, 1929, before me the undersigned, a Notary Public in and for said county, personally came Roscoe Pound 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 purpose therein expressed.

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

GUY H. HOLLIDAY, Notary Public.

C. L. Sprague & Mary E. Sprague)
to Northwestern Public Serv. Co.)
Filed Aug. 2, 1930, at 2:00 P.M.)

TRANSMISSION LINE RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the grantors C. L. Sprague & Mary E. Sprague, husband and wife, of Merrick County, Nebraska, in consideration of the sum of One Dollar (\$1.00) in hand paid by Northwestern Public Service Company, receipt whereof is hereby acknowledged, and the further consideration of \$15.00 per structure on plow land; \$10.00 per structure on land; \$5.00 per structure on pasture land; \$2.50 for each anchor, - hereby grant to said Northwestern Public Service Company, its lessees, successors or assigns, the right, easement, authority and right-of-way to construct, operate, patrol and maintain a transmission line, including poles, anchors and necessary fixtures and wires attached thereto, over, upon, along and above the lands hereinafter specifically described, for the transmission of electrical energy, such line to form a part of an electric transmission line to be owned and operated by said Northwestern Public Service Company, its lessees, grantees, successors or assigns extending from lines of said Company in or near Columbus, Nebraska, to other lines of said Company located beyond said lands hereinafter described, and also to cut or trim all trees, bushes, and saplings growing upon said land hereinafter described, and also to cut or trim all trees, bushes, and saplings growing upon said land hereinafter described, with the right of excess to said land hereinafter described. The grantors, together with their heirs, assigns, or tenants, caused by employees of the grantee, its successors or assigns, shall be promptly paid for by said grantee, its successors or assigns. The property of the grantors over which this grant is given is described as follows: Lots One (1) and Two (2) in the North Half (N $\frac{1}{2}$) of Section Four (4), Township Fifteen (15), Range Three (3) West, Township 15, North, Range 3, West of the 6th P.M., Merrick County, Nebraska.

The transmission line is to be built along a line approximately parallel with the south main line track of the Union Pacific Railroad, but the exact location of said transmission line and all equipment in connection therewith shall be accurately determined by survey to be made at a later date by the grantee before actual construction of the line is commenced.

Should Northwestern Public Service Company, its successors or assigns, fail to pay the further consideration as set forth above on or before 12 months from this date, then this right shall become null and void.

IN WITNESS WHEREOF the parties have hereunto set their hands the 29 day of October, 1929.
Witnesses:

J. C. BYRNES.

C. L. SPRAGUE

Received this 28th day of March, 1930, Sixty-Five Dollars (\$65.00) in full settlement for this grant.
MARY E. SPRAGUE, Grantor.

MARY E. SPRAGUE, Grantor.

C. L. SPRAGUE, MARY E. SPRAGUE.

STATE OF NEBRASKA, Merrick County) SS.

On this 29th day of October, 1929, before me, the undersigned, a Notary Public in and for said county, personally came C. L. Sprague and Mary E. Sprague, husband and wife, personally to me known to be the identical persons who signed the foregoing instrument as grantors and who acknowledged the execution thereof to their voluntary act and deed for the purpose therein expressed.

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

J. C. BYRNES, Notary Public.