

MISCELLANEOUS RECORD, No. 88

State of Nebraska, )  
County of Douglas, ) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 4th day of December, A. D. 1928, at 1:30 o'clock, P.M.

Harry Pearce,

Register of Deeds

Compared by B&R.

18. Contract

Nebraska Power Company

Agatha L. C. Peetz

Douglas, State of Nebraska, hereinafter called "Grantor";

This indenture made this 12th day of March, 1928, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Agatha L. C. Peetz, widow, of the County of

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$35.00, as hereinafter 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 the following described property, situated in Douglas County, State of Nebraska, to-wit:

North Four (4) acres of Southwest one-quarter of Southwest one-quarter (SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) and the Northwest one-quarter of Southwest one-quarter (NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) all being in Section 16, Township 15 North, Range 12 East of the 6th P.M.

The Electric Transmission Line shall be of double pole construction, commonly called "H" frame construction, with a spacing of approximately 528 feet (32 rods) and not less than 297 feet (18 rods) between structures. The poles of each "H" frame shall be set on Ten (10) foot centers, one pole being four (4) feet out in the road along the west side of the above described property, and the other pole being six (6) feet in from the west boundary line of said property.

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 purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

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 Company'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. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to-wit:

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company and to indemnify and save harmless the Grantor from any and all damage and loss arising or resulting to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

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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 from East 1/4 corner Sec. 5-15-12 and ending at SE corner Sec. 20-15-12 so as to 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the

12th day of March, 1928.

Attest:

S. E. Schweitzer  
Secretary.

Witnesses:

Mrs. Johan Leiberg

Mrs. Henry Peetz

*Nebraska Power Company Seal*  
1917

NEBRASKA POWER COMPANY

By Roy Page  
Assistant General Manager

Agathe L. C. Peetz

Grantor

State of Nebraska )  
County of Douglas ) ss.

On this 12th day of March, 1928, before me the undersigned, a notary public in and for said County and State, personally appeared Agathe L. C. Peetz, personally to me known to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.



E. R. Anderson  
Notary Public.

My commission expires on the 9th day of March, 1934.

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