

MISCELLANEOUS RECORD No. 126

15. Agreement

The United States of America

INDENTURE

and

Loup River Public Power District of Nebr.)

THIS INDENTURE, made and entered into as of the 10th day of Nov., 1937, between The United States of America, acting by and through the Secretary of Agriculture pursuant to Executive Order No. 7530, dated December 31, 1936, as amended, hereinafter called the "Government", and the Loup River Public Power District, of Nebraska, hereinafter called the "District".

WITNESSETH:

In consideration of the sum of Fifty-Two Dollars and Fifty Cents (\$52.50), receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the Government does hereby grant unto the District the right, privilege and authority to erect, construct, maintain, operate, inspect, replace, remove, repair, and patrol two two-pole structures and one steel tower (4 legs), with lines and wires, cross arms, guy wires, conduits, stubs and other usual fixtures and appliances for the transmission of electricity, together with all necessary foundations, anchors and braces to support properly the same upon, over and across the following described land: UNITED STATES OF AMERICA, Tract No. 164, the west half of the southwest quarter of the southeast quarter of Section 32, Township 16 North, Range 10 East of the 6th P. M., Douglas County, Nebraska, together with the right of ingress and egress to and from the lands for the purpose of installing, inspecting, repairing and removing such power lines, fixtures and appliances, as may be installed thereon pursuant to this Indenture.

The said structures shall be erected by the District upon the within described lands, along the following described route:

The first structure is located 14.9 feet, more or less, east of, and 4082 feet, more or less, south of the north $\frac{1}{4}$ corner of said Section 32. The second structure is located 2664 feet, more or less, east of, and 548 feet north of the southwest corner of said Section 32. The third and last structure is located 2664 feet, more or less, east of and 78 feet north of the southwest corner of said Section 32.

The center line of said transmission line extends from a point 14.9 feet east of the north $\frac{1}{4}$ corner of said Section 32, to a point 2664 feet, more or less, east of the southwest corner of said Section 32.

The Government further grants unto the District the right at any time to trim or remove such trees and underbrush upon or adjacent to the lands lying 50 feet on each side of the said line, as would interfere with or endanger the said power line or the operation thereof; provided, however, that such salable timber as may be cut by the District shall be piled upon the right-of-way herein granted, and shall remain the property of the Government. Said power line shall be so located, constructed, operated, and maintained by the District as not to interfere in any manner with the development of the above-described lands by the Government, its nominees or assigns. The Government retains to itself, its nominees and assigns the right to use for its or their own purposes the land under or adjacent to such power lines as may be erected, so long as such use does not interfere with the right and privilege herein granted to the District by the Government.

The District covenants and agrees to erect, construct, maintain, operate, inspect, replace, remove, repair, and patrol the said power lines, fixtures and appliances, in a good and workmanlike manner, and to save the Government, its nominees and assigns, harmless from any damage, loss, cost or expense, arising either directly or indirectly from the construction, maintenance, operation, inspection, replacement, removal, repair, or patrol of such power lines, and the fixtures and appliances used in connection therewith.

It is further mutually understood and agreed that this Indenture shall in no manner limit the right of the Government, its nominees and assigns to grant additional rights of way of any kind whatsoever across and upon the lands herein described, so long as the same shall not interfere with the rights and privileges herein granted to the District.

No Member of or Delegate to Congress, shall be admitted to any share or part of this Indenture, or to any benefit that may arise thereupon.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed by their duly authorized officers, and caused their seals to be hereto affixed as of the 10th day of November, 1937.

Witnesses:
Agnes Beckhold
Cleo Harris



Henry A. Wallace
Secretary of Agriculture
(For and on behalf of the United States)

H.A. Wallace
MGW

LOUP RIVER PUBLIC POWER DISTRICT

By: Charles B. Frick

Corporate Seal

Attest: Harold Kramer, Secretary

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 15th day of December, A. D., 1937, at 2:02 o'clock, P. M.

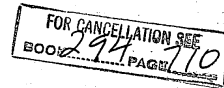
Thomas J. O'Connor

Register of Deeds

Compared by D&T

4. Heating Contract)
Holland Furnace Co.)
and)
John Schwer, et al.)

HOLLAND FURNACE COMPANY
HEATING CONTRACT



Branch Omaha

Date of Contract Oct. 18, 1937

Mrs. and Mrs. John Schwer, Buyer

Residence No. 3114 X Street, City, Omaha, State Nebr.,

We, Holland Furnace Company, (Seller) propose and agree to furnish and install in premises at No. 3114 X Street, City of Omaha, State of Nebr., One No. 22 WF Heating System, including (Size) with necessary connections to heat the following rooms:

NAME OF ROOM FIRST FLOOR: Living Room, Dining Room, Kitchen, Bath Room, Bed Room.

All Warm Air Registers furnished by Seller to be black japanned unless otherwise specified. Return Air Grilles to be of Steel construction and oak-grain finish. On replace work, Seller may use all materials now on present installation which Seller considers in good condition. All new material used shall be of the best quality used for such work; and shall be made up and placed in a thorough and workmanlike manner. Buyer agrees to provide for the heating plant a good and sufficient chimney for receiving smoke pipe, and if the said chimney does not prove efficient, Buyer to adjust the same properly at Buyer's own expense, to insure a perfect draft for the heating plant.

All necessary excavating and plumbing shall be done by Buyer; cutting through cellar walls by Holland F. Co.; all cutting and carpenter work by Holland F. Co.; return air ducts by Holland F. Co. None heating plant now installed to be dismantled by to be long to Size and Make