

MISCELLANEOUS RECORD No. 11

On this 4th day of June, 1941, before me the undersigned, a notary public in and for the foregoing County and State, personally appeared Frank Bohac and Mary Bohac, personally known to me to be the identical persons who signed the foregoing instrument, as Grantors, and they acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written:

W. L. COCKRELL NOTARIAL SEAL * W. L. Cockrell *
SARPY COUNTY NEBRASKA * Notary Public *
COMMISSION EXPIRES MAR. 15, 1942 *
My commission expires on the 15th day of March, 1942.

WILLIAM H. FLOR et al
and
NEBRASKA POWER COMPANY
Sup. Cont. \$1.25 Pd.

Filed August 14, 1942, at 2:30 o'clock PM
Bess Peters
County Clerk

SUPPLEMENTAL CONTRACT

THIS INDENTURE made this 10th day of June, 1941, by and between NEBRASKA POWER COMPANY, a corporation, hereinafter called "The Company", and William H. Flor and Sophie Flor of the County of Sarpy, State of Nebraska, hereinafter called "Grantors":

WHEREAS, on the 27th day of October, 1926, William H. Flor and Sophie Flor, as the then Grantors, entered into a Contract with The Company, granting to 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, supports, cross arms and other fixtures and appliances, over, upon, along, and above the following described property, situated in Sarpy County State of Nebraska, to-wit:

The East twenty-five (25') feet of Tax Lot 2A of the Northwest Quarter (NW 1/4) of Section Twenty-seven (27), Township 14 North, Range 13 East of the 6th P. M.

WHEREAS, the specifications of such line, as incorporated in the Contract, provided for single pole structures spaced approximately three hundred feet (300') apart and

WHEREAS, The Company now proposes to replace such single pole structures with double pole or H-Frame structures spaced approximately six hundred feet (600') apart, and

WHEREAS, the undersigned Grantors are now the owners of the aforescribed property;

NOW THEREFORE, for and in consideration of \$25.00, receipt whereof is hereby acknowledged by the Grantors, and mutual covenants and agreements in said original Contract and herein contained, the undersigned Grantors do hereby covenant and agree that the right, privilege, easement, authority and right of way aforescribed, shall be and hereby is modified to permit the replacement of the present single pole structures spaced approximately three hundred feet (300') apart with double pole or H-frame structures spaced approximately six hundred feet (600') apart, and to string thereon lines of high voltage.

IT IS FURTHER AGREED that the terms of the said original contract, except as modified herein, shall be and continue in full force and effect, and the said terms are hereby reaffirmed.

IN WITNESS WHEREOF the parties hereto have executed, or caused the due execution of this Supplement, in duplicate, on the day and year first above written.

NEBRASKA POWER COMPANY
SEAL 1917
ATTEST:
F. A. LOYLAN
Secretary

NEBRASKA POWER COMPANY
BY Roy Page
Its Vice Pres.

IN PRESENCE OF:
John Fugate

William H. Flor
Sophie Flor
GRANTORS

STATE OF NEBRASKA)
(ss.
COUNTY OF DOUGLAS)

On this 10 day of June, 1941, before me the undersigned, a notary public in and for the foregoing County and State, personally appeared William H. Flor and Sophie Flor personally known to me to be the identical persons who signed the foregoing instrument, as Grantors, and they acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

MISCELLANEOUS RECORD No. 11

WITNESS my hand and notarial seal the date above written.

Ethel Goodman
Notary Public.

*ETHEL GOODMAN NOTARIAL *
*SEAL DOUGLAS COUNTY *
*NEBRASKA COMMISSION *
*EXPIRES MAY 1, 1942 *

My commission expires on the 1 day of May 1942.

W. A. C. JOHNSON :
and :
NEBRASKA POWER COMPANY :
Contract \$1.65 Pd. :
Form 2204

Filed August 14, 1942, at 2:30 o'clock P. M.

James O'Neil
County Clerk

FILE NO. _____

CONTRACT

This indenture made this 20 day of August 1941, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and W. A. C. Johnson - (widower)----- of the County of Douglas State of Nebraska, hereinafter called "Grantor(s)":

WITNESSETH: That for and in consideration of \$1.00, receipt whereof is hereby acknowledged by the Grantor(s), and the further payment of a sum to make a total payment of \$75.00 per pole for each and every pole location on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor(s) do(es) 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 Sarpy County, State of Nebraska, to wit:

That part of the South-half of the Northeast Quarter (3-1 NE-1) of Section Thirty-four (34), Township 14 North, Range 13 East of the 6th P. M., lying west of Railroad right - of - way.

The electric transmission line shall be located as indicated by blueprint marked Exhibit "A", attached hereto and hereby made a part hereof.

The Grantor(s) do(es) 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(s) adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor(s) do(es) 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. All refuse or debris resulting from such tree trimming shall be disposed of by the company.

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 personal property of the Grantor(s) and the Company agrees to indemnify and save harmless the Grantor(s) 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 easement or otherwise over and across all of the intervening property, commencing at Section 34-14-13 and ending at North Corner, Section 2-13-13 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor(s) 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(s) this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantor(s). 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(s) 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 day and year first above written.

ATTEST:

T.F. Hanley
Asst. Secretary

NEBRASKA POWER COMPANY
BY J. P. Peterson
President