

# MISCELLANEOUS RECORD, NO. 6.

411.

located six feet (6') West of the South East corner of Section 16, Township 13 North, Range 13 East, 6th. P.M.

No high voltage conductor of the electric line shall be less than 23 ft. above the ground at a temperature of 60° Fahrenheit.

WILLIAM H. FLOR & W.F.

and

NEBRASKA POWER CO.  
Contract, \$1.75 Pd.

Filed Dec. 2, 1926, at 4 P.M.

*[Signature]*  
County Clerk.

## C O N T R A C T

This Indenture made this 27 day of October, 1926, by and between Nebraska Power Company, a corporation hereinafter called "The Company", and William H. Flor and Sophie Flor, husband and wife, of the County of Sarpy, State of Nebraska, hereinafter called "Grantors":

WITNESSETH: That for and in consideration of \$125.00, a receipt whereof is hereby acknowledged by the grantor and mutual covenants and agreements herein contained the grantor *does* hereby grant and convey unto the electric 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, guides, 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 25 feet of Tax Lot 2A of the Northwest One-quarter (NW<sup>1</sup>/<sub>4</sub>) of Section 27, Township 14, N., Range 13 E.

The Electric transmission line shall be built according to the general specifications and restrictions ~~and~~ attached hereto and hereby made a part hereof and linked exhibit "A".

The grantor *does* hereby further grant unto said electric Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of grantor adjacent thereto, and to cut down or trim any trees along said transmission line or route necessary to keep said line or lines and wires and equipment clear and unobstructed and for said tree trimming and clearance purposes the electric company is hereby given the right, privilege and authority to cut and clear trees adjoining said electric line for a space of fifty (50) feet on each side thereof. The Company is further authorized to enter upon and over said premises with access thereto for the purpose of constructing, re-  
pairing, operating and maintaining said lines and equipment upon the property above described.

The Company shall at all times exercise all due care and diligence to avoid any unnecessary injury or damage to the crops, live stock and other property of the grantor and the Company agrees to indemnify and save harmless the grantor from any and all damage and loss arising or occurring to any person or property by reason of the negligent construction, operation and maintenance of said transmission line during the lifetime of this easement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on this 27th day of October, 1926:

WITNESSES:

S.E. Schmitzer

Witnesses:

E.R. Anderson,

Nebraska Power Company, Seal 1917.

NEBRASKA POWER COMPANY,

By: H. Y. Page,

Assistant Gen'l Mgr.

William H. Flor }  
Sophie Flor, } Grantors.

## MISCELLANEOUS RECORD, NO. 6.

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

On this 27 day of October, 1926, before me the undersigned, a notary public in and for said County and State, personally appeared William H. Flor and Sophie Flor 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 purposes therein expressed.

Witness my hand and notarial seal the date above written.

T.F. Hanley, Notary Public.

T.F. Hanley, Notarial Seal.

Douglas County, Nebraska.

Commission expires Feb. 4, 1927.

My Commission expires on the 4 day of February, 1927.

## EXHIBIT "A"

The line shall be built with single pole structures spaced approximately three hundred (300) feet apart. The Company shall endeavor to erect and maintain a minimum number of poles consistent with good and safe construction and shall not erect poles less than one-hundred and fifty (150) feet apart.

No high voltage conductor of the electric line shall be less than twenty-three (23) feet above the ground at a temperature of 30° Fahrenheit.

HERMAN TOMBRINK

and

NEBRASKA POWER COMPANY.

Contract \$2.25 Pd.

Filed Dec. 2, 1926, at 4 P.M.

*Jo. E. Hanley*  
Douglas County Clerk.

## C O N T R A C T.

This indenture made this 18th day of October, 1926, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Herman Tombrink, single, of the County of Douglas, State of Nebraska, hereinafter called "grantors":

WITNESSETH: That for and in consideration of \$125.00, receipt whereof is hereby acknowledged by the grantor and mutual covenants and agreements herein contained the grantor does hereby grant and convey unto the electric company, its licensees, 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, guides, 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:

Tax Lots Two (2), Three (3), (10), in the Northeast quarter of Section Fifteen (15) Township Fourteen (14), Range Thirteen (13), Sarpy County, Nebraska, with the understanding and agreement that "The Company" agrees that at no time will the wires interfere with any buildings erected on said property, and that the wires will be raised to any necessary heights to clear said buildings.

This lease is for the purpose of allowing said party of the first part to cross the land described herein belonging to the said party of the second part with its wires and the said party of the first part does agree to move and replace its poles upon request so as not to interfere with the present or future use of said realty.