

and wife personally to me known to be the identical persons who signed the foregoing instrument as Grantor 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.

{ Phil Miller..... }  
{ Notarial Seal..... }  
{ Commission Expires..... }  
{ May 16, 1930..... }  
{ Douglas County, Nebraska }

Phil Miller, Notary Public.

My Commission expires on the 16 day of May, 1930.

Approved F. E. Smith, Chief Engineer

Contract.  
Nebraska Power Co. }  
to }  
William Schneider }

Filed April 30, 1929, at 11-03 A. M.  
Jessie E. Robertson, Register of Deeds.  
2.00

COMPARED

CONTRACT.

This indenture made this 10th day of October, 1928, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and William Schneider and Mary Schneider, husband and wife of the County of Cass State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$600.00, receipt whereof is hereby acknowledged by the Grantor and mutual covenants and agreements/contained herein 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 Cass County, State of Nebraska, to wit:

All that part of Lot Eight (8) lying on the northerly side of railway, being in the SouthEast Quarter of SouthEast Quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) Section One (1)-Twp 12 N.-Rge. 11 E of 6th PM, and also

All that part of Section Six (6)-Twp 12 N.-Rge. 12 E of 6th P.M., lying on the northerly side of railway, being bounded on the southerly side by the said railway and bounded on the north by the southerly bank of Platte River, and also

All that part of the NorthWest Quarter (NW $\frac{1}{4}$ ) and a fractional part of the NorthWest Quarter of the SouthWest Quarter (NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section Five (5)-Twp. 12N.-Rge 12 E. of 6th PM, lying on the northerly side of railway.

The electric line shall be of double pole construction, commonly called "H" frame construction, with a spacing between structures generally 450 to 600 feet. The line shall be located more or less parallel and adjacent to the railway right of way, except at such points where angles are made to allow for curvature of said right of way and for angling around certain sand pit pools. A certain substation as is now located on said land is included as a part hereof. The Company shall have the right to move and relocate the said substation as occasion demands, said substation always to be located more or less in or adjacent to the main electric line. Branch lines from said substation to sand pits are hereby included and made a part hereof.

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: All trees felled shall be left lying and Grantor will dispose of same. Any trees felled that would obstruct lanes, driveways and the like shall be

dragged to one side by the Company.

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 agrees to indemnify and same harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 10th day of October, 1928.

(Nebraska Power Company)  
(Seal-1917.....)

NEBRASKA POWER COMPANY

Attest:  
S. E. Schweitzer, Secretary.

By K. M. Page, Assistant General Manager.

Witnesses:

William Schneider

E. R. Anderson.

Mary Schneider  
Grantor.

STATE OF NEBRASKA }  
COUNTY OF CASS } ss.

On this 10th day of October, 1928, before me the undersigned, a notary public in and for said County and State, personally appeared William Schneider and Mary Schneider, husband and wife personally to me known to be the identical person (s) who signed the foregoing instrument as Grantor 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 date above written.

{ E. R. Anderson..... }  
{ Notarial Seal-General... }  
{ Commission Expires..... }  
{ Mar. 9, 1934;..... }  
{ Douglas County, Nebraska }

E. R. Anderson, General Notary Public.

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

Engineers Approval F. E. Smith

\*\*\*\*\* COMPARED

Farm Lease.  
Mrs. Frank Cook }  
to }  
John Durham }

Filed May 3, 1929, at 10-00 A. M.  
Jessie M. Robertson, Register of Deeds.  
1.50

THIS AGREEMENT, Made and entered into this 12 day of Jan. A. D. 1929 by and between Mrs. Frank Cook party of the first part, and John Durman party of the second part, WITNESSETH, That the said party of the first part has this day leased unto the party of the second part the following described property, situated in the County of Cass and State of Nebraska to-wit: The N W quarter NW 1/4 of section 6, in Township 10 range 12 of the \_\_\_ P.M., together with the buildings and improvements thereon and thereto appertaining from the \_\_\_ day of \_\_\_, 19\_\_\_, to the \_\_\_ day of \_\_\_, 19\_\_\_, and the said second party, in consideration of the leasing of the above premises, hereby covenants and agrees with the said party of the first part to pay the said party of the first part as rent for the same as follows, to-wit:

One Half grain Kent delivered free of charge to First Party.

\$50.00 Pasture Kent. \$25.00 payable March 1-1929. Balance payable September 1-1929.

AND IT IS FURTHER EXPRESSLY AGREED between the parties hereto that the said party of the first part should deem it necessary may, at the cost and expense of the party of the second part, employ men and teams to go upon said premises and cultivate the crops and harvest them or to do anything that is necessary to promote their growth or save them at any time before they are in the granaries, the whole expense of the same to be a lien upon said second party's share of said crops.

AND IT IS FURTHER EXPRESSLY AGREED by the party of the second part that I will carefully protect all buildings, fences and improvements of every kind that are now on said premises or that may be erected thereon during the continuance of this lease; that I will promptly at the expiration of the term herein granted yield up possession of said premises, without