

do hereby sell, grant, bargain, convey, remise, release and quit claim for themselves, their heirs, executors, administrators and assigns, unto the said Blue River Power Company, its successors and assigns forever, the right to construct and maintain a dam at the place aforesaid and the right to overflow said river over upon and across the following described real estate, to-wit:

The Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Three (3), Township Eight (8) North, Range Three (3), East of the 6th P.M. in Saline County, Nebraska.

Provided that said second party shall have the right from time to time to erect, construct and maintain said dam at the height of eighteen (18) feet above the natural level of said stream.

The parties of the first part hereby acknowledge satisfaction and payment in full for all damages sustained to them or either of them, their heirs, administrators, executors and assigns or resulting to said lands by reason of the erection, construction and maintenance of said dam as hereinbefore provided, so that neither of said parties of the first part, their heirs, executors, administrators or assigns or any person in their names or behalf shall hereafter claim or demand from said party of the second part, its successors and assigns on account or by reason of the erection, construction and maintenance of a dam across said river as hereinabove provided.

In witness whereof the parties of the first part have hereunto set their hands, this 5th day of June, 1923.

In presence of

August Fredrick Witte

P A Dys

Mrs Minnie Witte

Walker S Battey

The State of Nebraska, )

ss

County of Lancaster. )

On this 5th day of June, 1923, before me, the undersigned, a Notary Public, duly commissioned and qualified for, and residing in said County, personally came August Fredrick Witte and Mrs. Minnie Witte, to me known to be the identical persons described in and who executed the foregoing conveyance as grantors and acknowledged the execution of said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

C. W. Battey

Notary Public.

My commission expires. 12-18-1926

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C. W. Battey  
Notarial Seal  
Lancaster County  
Nebraska

CONTRACT & DEED OF EASEMENT  
NEBR. GAS & ELECTRIC COMPANY  
WITH  
FRED H. RICHTARIK  
FIL. JUNE 11-1923-9 A. M.

Original

CONTRACT AND DEED OF EASEMENT.

This Indenture, made this 28th, day of May, 1923, by and between the Nebraska Gas and Electric Company, a corporation, hereinafter called "Electric Company", and Fred H Richtarik Wilber, , County of Saline, State of Nebraska, hereinafter called "Grantor" .

WITNESSETH: that for and in consideration of the mutual covenants and agreements herein contained, the aforesaid Grantor does hereby grant unto the Electric Company, its

lessees, successors and assigns, the perpetual right, privilege, easement and authority to build, construct, erect, operate and maintain its poles, electric transmission lines, necessary wires, guys supports, cross-arms and other apparatus and fixtures, over, upon, along, through and across the following described property located in Saline County, State of Nebraska, to-wit: Poles set through the South Half of Section 25, Township 7, Range 4, as follows; Commencing at a point 30ft. east and 33feet north of the South quarter corner of said section, thence turned an angle of 25° 23' to the right from a line parallel to and 30feet east of North and South quarter line through Section 2, Township six, Range four A distance of 1200 feet thence left 21° 15' 940ft. thence left 45° 08' 920 feet to a point 30 feet east and 111ft. north of the center of Section 35, Township 6, Range 4 east 6 P.M.

And the said Grantor does hereby further grant unto said Electric Company its lessees, successors and assigns, the right, privilege and authority to enter upon and over said property and premises and the property and premises of the Grantor adjoining thereto, and to cut down and trim trees along the said transmission line or route, necessary to keep the said line or lines and wire or wires and equipment clear and unobstructed; and the said Electric Company is further authorized and empowered at all times to enter upon and over said premises for the purpose of constructing, repairing, operating and maintaining said lines and equipment on, across, along and over the aforesaid described property.

In consideration of said right, grant and easement aforesaid, Electric Company this day paid the Grantor Twenty Dollars (\$20.00) in cash the receipt of which said amount Grantor hereby acknowledged, and which said amount shall be and constitute the entire compensation and consideration for the rights, privileges and easement hereby granted, for all time to come.

Electric Company shall at all times exercise due care and diligence to avoid any unnecessary damage to crops, livestock, and other property of Grantor; and Electric Company agrees to indemnify and save harmless Grantor from any and all damages and loss arising or occurring to any person or property by reason of the construction, operation, or maintenance of said electric transmission line during the life of this easement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 28th. day of May, 1923.

(CORPORATE SEAL)

Lura G. James  
Asst Secy.

ATTEST

Robert Cappell  
Witness

STATE OF NEBRASKA

COUNTY OF Saline

}  
} SS  
}

Nebraska  
Gas and Electric  
Company  
Incorporated  
1914 Seal  
Delaware

NEBRASKA GAS AND ELECTRIC COMPANY

BY Rufus E. Lee

ITS& President

Fred H Richtarik

Grantor

On this 28th. day of May, 1923, before me, the undersigned Notary Public in and for said county of Saline, State of Nebraska personally appeared Fred H Richtarik known to me to be the identical person who signed and sealed the foregoing instrument as Grantor and who acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

H. V.  
Jelinek  
Notarial Seal  
Saline County  
Nebraska

WITNESS MY HAND and notarial seal the day and date first above written.

H. V. Jelinek NOTARY PUBLIC.

My commission expires on the 27th. day of September, 1923.

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