

MISCELLANEOUS RECORD No. 11

JOHN SCHLUETER :
AND :
NEBRASKA POWER CO. :
Cont. \$2.00 Pd. :

Filed February 7, 1942, at 10 o'clock A. M.

Bureau Clerk
County Clerk

(2nd Ed.---Rev. 6-5-41)

Standard
TRANSMISSION LINE
Contract

27. and 28

THIS INDENTURE, Made this 3rd day of October, 1941, by and between John Schluter, widower, and _____, his wife, of the County of Sarpy, State of Nebraska, hereinafter called the "Grantor(s)," and the NEBRASKA POWER COMPANY, a Corporation, hereinafter called the "Company,"

WITNESSETH:

That for and in consideration of \$5.00, receipt of which is hereby acknowledged by the Grantor(s) and the agreement by the Company further to pay \$100.00 for each two-pole "H" frame structure when the entire structure is located on the property hereinafter described, but, when less than the entire structure is located on the property hereinafter described, then only one-half of the amount last above-stated, which last above-stated amount is to be paid as hereinafter provided, and in further consideration of the mutual covenants and agreements herein contained, the Grantor(s) do(es) hereby grant and convey unto the Company, its lessees, successors and assigns, forever, the perpetual right, privilege, easement, right-of-way and authority to survey for, erect, construct, operate and maintain a high voltage electric transmission line or lines in, on and across the following described real estate, including the perpetual right to conduct surveys and install, repair, replace and remove poles, electric transmission lines, wires, cables, grounding devices, anchors, brace poles, stuts, guys, guy wires, buried conductors, either placed singly or running continuously underneath and parallel, to the line or both, and other fixtures and appliances necessary or convenient in connection therewith, through, over, under, upon, along and across the property of Grantor(s) located in Sarpy County, State of Nebraska, more particularly described as follows:

The North Half (NE $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Thirteen (13), Range Thirteen (13), and the Northwest Quarter of the Southwest Quarter of Section 21, Township 13, Range 13,

together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from said property at all times, which said transmission line or lines will be along the following approximate route:

Beginning at a point approximately 750 feet West of the Northeast corner of the North Half of the Southeast Quarter (NE $\frac{1}{2}$ / SE $\frac{1}{4}$) of Section twenty (20) Township thirteen (13) North, Range thirteen (13) East of the 6th P.M., thence East approximately 35 degrees South across the North Half of the Southeast Quarter (NE $\frac{1}{2}$ / SE $\frac{1}{4}$) of said Section Twenty (20) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ / SW $\frac{1}{4}$) of Section twenty-one (21) said township and range.

and such grant shall run with and bind the aforesaid property.

The Grantor(s) do(es) hereby further grant unto the Company, its lessees, successors and assigns forever, the permanent right, privilege and authority to cut down trees under or within twenty-five (25) feet each way from the center line of the Company's line, and to cut down or trim any trees or limbs of trees on either side of the center line of the Company's line as would be a hazard to or in any way interfere with said line, the Company to be the sole judge as to the necessity of cutting down, trimming or otherwise removing said tree or trees. All refuse or debris resulting from such tree felling or tree trimming or both shall be disposed of by cutting wood into 8-foot lengths, piling said wood along the adjacent property line and burning or otherwise disposing of all other refuse and debris. The Company shall also have the right to remove, or otherwise dispose of, anything within said twenty-five (25) feet each way from the center line of the Company's line, which in the Company's opinion, would be a hazard to said line or in any way interfere with said line or the construction, maintenance or operation thereof. The Grantor(s) further agree(s) that nothing will be constructed, erected or maintained within a distance of fifty (50) feet each way from the center line of the Company's line, which would be a hazard to such line or in any way interfere therewith.

The Company shall at all times exercise 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) or his lessee, as their interest may appear, from any and all damage or loss arising or occurring to such property solely by reason of the Company's negligence in the construction, operation and maintenance of said transmission line or lines or by reason of the Company's employees or agents actually going upon or actually entering upon the property herein described in connection with the construction, operation and maintenance of said transmission line or lines. It is further agreed that all claims for damages must be in writing and filed with the Company within thirty (30) days after such damages shall have occurred; otherwise, it is agreed that said claim for damages shall have been waived.

The Grantor(s) for himself, his heirs, executors, administrators, successors and assigns do(es)

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covenant and warrant that he (is) lawfully seized of said premises, that he has good right and lawful authority to make such conveyance and that he, his heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Company forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance. Said Grantor(s) further covenant that said real estate is free from encumbrance, except as follows:

None.

The Company agrees that should the transmission line or lines constructed hereunder be abandoned for a period of five (5) 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 does not commence construction of its transmission line or lines, poles, wires, cables, anchors, brace supports, grounds, guys, guy wires, and other fixtures and appliances thereon within a period of five (5) years from the date of this Contract, then this Contract shall become void and of no effect, and in such event the Company shall be absolved from the payment of the sum last above stated. The first sum above stated and paid, however, is to be the property of and to be retained by the Grantor(s).

The sum last above stated, to-wit, the amount to be paid on location of structures, shall be paid by the Company to the Grantor(s) or, at the option of the Company, or, at the direction of the Grantor(s), to the Grantor(s), Mortgagee(s), if any, Lessee(s), if any, and any other person or persons having a prior interest, but only after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Lessees of said property or other persons in possession at the date of this Contract, and after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest, upon this instrument, or have otherwise obtained and deposited with the Company releases, waivers or subordination agreements from such Mortgagees, Lessees or such other persons substantially to the effect of the agreements herein inscribed.

The Grantor(s), for himself, his heirs, executors, administrators, successors and assigns, do(es) further agree that no claim shall ever be made against the Company, its lessees, successors, and assigns, for any depreciation in value of said land by reason of the location of said transmission line or lines of said property, and the Grantor(s) do(es) further agree that he, his heirs, executors, administrators, successors and assigns, will not directly or indirectly interfere with said transmission line or lines and will cooperate with the Company in the erection, construction, operation and maintenance of said transmission line or lines.

It is further agreed that the Company has the right to commence construction of said transmission line or lines upon notification by the Company in writing to the Grantor(s) of its intent to commence said construction.

It is further agreed that no agent, employee, or other representative of the Company has authority to change the terms of this Contract or to waive any of its provisions, and no change in this Contract shall be valid unless in writing and signed by an executive officer of the Company, and that this Contract shall be of no force and effect until signed by an executive officer of the Company.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set his hand and the Company has caused the due execution of this instrument by its officers hereunto duly authorized in triplicate, this 3rd day of October, 1941.

In the Presence of:

Tom Dooley

NEBRASKA POWER COMPANY *
STAL 1917 *

John Schlueter
Grantor(s)
NEBRASKA POWER COMPANY
By Roy Page
Its Vice-President
Attest: T. F. Hanley
Its Asst. Secretary
Company

STATE OF NEBRASKA)

(ss.

COUNTY OF Sarpy)

On this 3rd day of October, 1941, before me, the undersigned Tom Dooley, a Notary Public, duly commissioned and qualified in and for said County and State, personally came John Schlueter, and h, to me known to be the identical person whose name(s) is affixed to and who executed the foregoing instrument as Grantor(s) and he acknowledged the same to be his voluntary act and deed.

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

TOM DOOLEY NOTARIAL SEAL
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES JAN. 17, 1942

Tom Dooley
Notary Public