

MARY E. GLEESON :
 TO : Filed July 20, 1931, at 3 o'clock P. M.
 NEBRASKA POWER CO., :
 Contract \$3.00 Pd. :
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J. J. Spencer
 County Clerk

CONTRACT

This indenture made the 17 day of February, 1931, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Mary E. Gleeson, widow, sole heir of the real estate of Andrew C. Gleeson, deceased of the County of Douglas State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$70.00 per pole for each and every pole set on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained 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 Garry County, State of Nebraska, to-wit:

West half (1/2) of southwest quarter (SW 1/4) of northeast quarter (NE 1/4) Tax Lot C (C), southeast quarter (SE 1/4) of northwest quarter (NW 1/4) Tax Lot Two (2); Tax Lot Seven (7) all being in Section twenty-one (21) township fourteen (14) north; range twelve (12) east of the 6th p. m.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction; center line of the individual "H" frames being the east and west center line of said Section twenty-one (21) aforementioned. The individual "H" frames shall be located as shown on the attached print, marked Exhibit "A". The poles of these said structures shall be set so that one pole will be five feet north of and one pole five feet south of said east and west center line of said section twenty-one (21), and not more than eight (8) poles shall be erected on said above described land.

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. All refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: Removed at the expense of 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 personal property of the Grantor and the Company agrees to indemnify and save harmless the Grantor 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 purchase, easement or otherwise over and across all of the intervening property, commencing at East line of Section 22; 14; 12 and ending at Center section 23; 14; 11 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor 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 this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. The initial sum paid, however, is to be the property of the Grantor. 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 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 27th day of February, 1931.

ATTEST:
 F J Moylan
 Ass't. Secretary

 **NEBRASKA POWER COMPANY *
 * SEAL 1917 *

NEBRASKA POWER COMPANY
 By R N Page
 Vice Pres & General Manager

WITNESSES:

Edith Beckman
Witness for Mary E. Gleeson.

Mary E. Gleeson
Grantor

Engineer's Approval F. E. Smith

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 27 day of February, 1931, before me the undersigned, a notary public in and for said County and State, personally appeared _____ 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 ___ voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires on the ___ day of ___, 19__

STATE OF NEBRASKA)
COUNTY OF DOUGLAS.) ss.

On this 17th day of February, 1931, before me the undersigned, a notary public in and for said County and State, personally appeared Mary E. Gleeson, widow, 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 her voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

EDITH BECKMAN NOTARIAL SEAL *
DOUGLAS COUNTY, NEBRASKA * My commission expires on the 19th day of May, 1932.

Edith Beckman

Notary Public

MORTGAGEE'S CONSENT TO EASEMENT
FOR ELECTRIC TRANSMISSION
LINE

KNOW ALL MEN BY THESE PRESENTS, that I, William E. Woodward, mortgagee of a certain indenture of mortgage on the following described premises, situate in Sargy County, Nebraska, said mortgage being duly recorded in the records of said Sargy County in Book 20 of Mortgages, at page 10, do hereby consent to the construction of an electric transmission line across hereinafter described premises by the Nebraska Power Company, and waive any claim for compensation or damages by the construction of said electric transmission line, insofar as my interest in said land is concerned by reason of my holding said mortgage.

Premises are described as follows, to wit:

West Half of West Half of NorthEast Quarter (W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$) East Half of Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) except railroad right of way, Tax Lots "A", "B", "C", Two (2) and Seven (7), all being in Section Twenty One (21), Township Fourteen (14) North, Range Twelve (12) east of the 6th PM., Sargy County, Nebraska.

In Witness Whereof I have hereunto fixed my hand and seal this 23rd day of June, 1930.

WITNESS

S. L. Winters

William E. Woodward

STATE OF NEBRASKA) ss:
COUNTY OF DOUGLAS)

On this 23rd day of June, 1930, before me a notary public, in and for said county and state, personally appeared William E. Woodward, personally to me known to be the identical person who affixed his signature to the above instrument and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

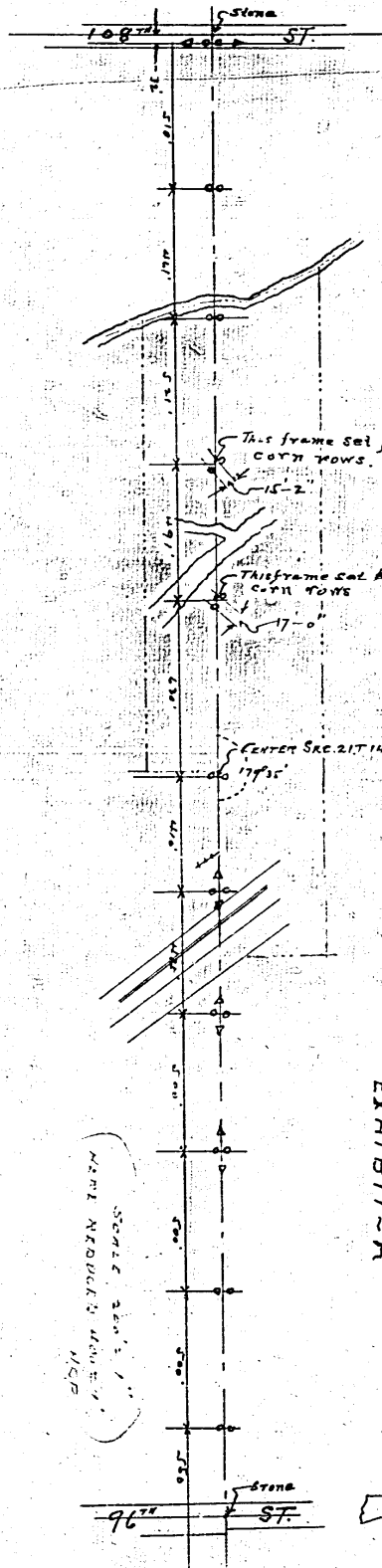
SAMUEL L. WINTERS NOTARIAL SEAL *
DOUGLAS COUNTY, NEB. COMMISSION *
EXPIRES Aug 10, 1933 *

Samuel L. Winters

Notary Public

Douglas County Nebr

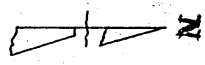
MISCELLANEOUS RECORD No. 8



NOTE:
 ALL FRAMES SET ON 10-0" CENTERS
 EXCEPT WHERE NOTED.
 LAND WITHIN THE LINES SHOWN
 THIS BELONGS TO MARY E
 GLEESON.

EXHIBIT "A"

SCALE 3/4" = 1'
 MAP REDUCED TO THIS SCALE



Stone
 96 ST.