


MISCELLANEOUS RECORD, NO. 10.

- 4. There shall be no other structures or appliances other than the wires of the transmission line between the aforementioned "H" frames other than the guys and anchors necessary to safely and properly anchor the North "H" frame against the unequal strains due to the angle in the line. Any and all guys and anchors shall be amply protected with approved guards.
- 5. The pole coming nearest the North line of the grantors land shall either be set in the North fence line or otherwise on the road to the North of the grantors land.

SARAH H. ROBERTS, *et al* :
 and :
 NEBRASKA POWER CO. :
 Contract #1.70 P.G. :

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


 County Clerk.

C O N T R A C T .

This indenture made this 22nd. day of October, 1926, by and between the Nebraska Power Company, a corporation, hereinafter called "The Company" and Sarah H. Roberts and Halbert H. Roberts, Mother and Son, of the County of Douglas, State of Nebraska, hereinafter called "Grantors":

WITNESSETH: That for and in consideration of \$400.00 receipt whereof is hereby acknowledged by the grantors and mutual covenants and agreements herein contained the grantors do 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 necessary wires, guys, 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 twenty-five (25) feet of Tax Lot 4, of the North West One-Quarter of Section 27, Township 14 North, Range 13, East of the Sixth P.M.

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

The grantors do hereby further grant unto said company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the grantors adjacent thereto, and to cut down or trim any trees along said transmission line or route necessary to see, said line or lines and wires and equipment clear and unobstructed and for said tree trimming and clearance purposes the 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, repairing, operating and maintaining said electric lines and equipment upon the property above described.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals on this 22nd. day of October, 1926.

ATTEST:

S.E. Schwitzer, Secretary.

NEBRASKA POWER COMPANY.

By M.Y. Page, Assistant Gen'l. Mgr.

WITNESSES:

E.R. Anderson,

Sarah H. Roberts, } Grantors.
Halbert H. Roberts, }

Notarial Seal 1917. #

State of Nebraska, }
County of Douglas, }

SS.

On this 23 day of October, 1926, before me the undersigned, a notary public in and for said County and State, personally appeared Sarah H. Roberts and Halbert H. Roberts 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, Notarial Seal.
Douglas County, Nebraska,
Commission expires Feb. 4, 1932.

T.F. Hanley, Notary Public.

My Commission expires on the 4 day of February, 1932.

E X H I B I T "A"

The line in general shall be built with two-pole structures commonly called "H" frames. The poles and pole structures shall be spaced not less than 300 feet apart and the Company shall endeavor to erect and maintain a minimum number of poles and pole structures consistent with good and safe construction. The structures will in general be 600 feet apart.

No high voltage conductor of the electric line shall be less than 25 feet above the ground at a temperature of 60° Fahrenheit.

LAUD A. FRAZEUR & HUS.

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

and

NEBRASKA POWER COMPANY.
Contract \$1.75 Pa.

Signature of J. C. Stearns
County Clerk.

C O N T R A C T

This Indenture made this 24 day of November, 1926, by and between The Nebraska Power Company, a corporation hereinafter called "The Company" and Laud A. Frazier & John Frazier, wife & husband, of the County of Sarpy, State of Nebraska, hereinafter called "grantor":

WITNESSETH: that for and in consideration of \$3500.00, 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 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, guys, 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:

On a line beginning at a point on the north line of Tax Lot 3-B, Section 22, Township 13, Range 10 West, 6th P.M., 238.1 ft. South and 204.19 ft. East, of the Northwest corner of said Section 22, thence 224.5 ft. in a southeasterly direction 44° 2' East of South to a point 401 ft. South and 31.68 ft. East of the Northwest corner of said Section 22, and 10.0