

MISCELLANEOUS RECORD No. 11 - 461

Affects Lots 244, 45, 60, 61, 62, 63, 100 89+99 called Hills II

Golden Hills III Lots 8, 9 + 11 only

TOM H. DANIELL
and
NEBRASKA POWER COMPANY
Contract \$1.45 Pd.

Filed August 14, 1942 at 2:30 o'clock P.M.

Bruce Peter

County Clerk File No. _____

Form 2204

CONTRACT

This indenture made this 13th day of May, 1941, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Tom. R. Daniell of the County of Sarpy State of Nebraska, hereinafter called "Grantor(s)":

WITNESSETH: That for and in consideration of \$10.00, receipt whereof is hereby acknowledged by the Grantor(s), and the further payment of a sum to make a total payment of \$40.00 per pole for each and every pole location on the following described property, said sum to be paid as hereinafter provided; and mutual covenants and agreements herein contained the Grantor(s) do(es) 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 Sarpy County, state of Nebraska, to wit:

Southwest Quarter (SW₁) of Section Thirty-three (33), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M. The electric transmission "H" frame line shall be located north and south on the quarter section line through the Southwest Quarter (SW₁) of above mentioned Section Thirty-three (33). The Company agrees to pay an additional \$10.00 per pole for each "H" frame structure located in open, unfenced fields.

The Grantor(s) do(es) 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(s) adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor(s) do(es) 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 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 personal property of the Grantor(s) and the Company agrees to indemnify and save harmless the Grantor(s) 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 Corner Section 3-13-13 and ending at West Corner Section 21-14-13 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances thereon, then the Company shall notify the Grantor(s) 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(s) this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantor(s). 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(s) 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 day and year first above written:

NEBRASKA POWER COMPANY
SEAL 1917

NEBRASKA POWER COMPANY
By Roy Page
Vice-President and General Manager

ATTEST:
P. A. Moylan
Secretary
WITNESSES:
John Fucato

Tom R. Daniell
Grantor(s)

Approved:
C. W. Finard
Chief Engineer

MISCELLANEOUS RECORD No. 11

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.

On this 13th day of May, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared Tom R. Daniell personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) 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.

W. L. COCKRELL NOTARIAL SEAL
SARPY COUNTY NEBRASKA
COMMISSION EXPIRES MAR. 15, 1942

W. L. Cockrell
Notary Public

My Commission expires on the 15th day of March, 1942.

Filed August 14, 1942 at 2:30 o'clock P.M.

THOMAS E. GLEDHILL
and
NEBRASKA POWER COMPANY
Contract 31.45 P.D.

Ben J. ...
County Clerk

FILE NO. _____

Form 2204

CONTRACT

This indenture made this 10 day of May, 1941, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Thomas E. Gledhill of the County of Sarpy State of Nebraska, hereinafter called "Grantor(s)":

WITNESSETH: That for and in consideration of \$10.00, receipt whereof is hereby acknowledged by the Grantor(s), and the further payment of a sum to make a total payment of \$40.00 per pole for each and every pole location on the following described property, said sum to be paid as herein after provided, and mutual covenants and agreements herein contained the Grantor(s) do(es) 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 Sarpy County, state of Nebraska, to wit: Northeast Quarter (NE $\frac{1}{4}$) and the North-half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) and also, the North-half of the Northwest (N $\frac{1}{2}$ NW $\frac{1}{4}$) excepting therefrom Tax Lot Three (3) containing one-half (2) acre, all of above being in Section Four (4) Township 13 North, Range 13 East of the 6th P.M. The electric transmission "H" frame line shall be located East and West on the half section line between the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of said Section 4, angling southwesterly near the center of Section 4. The "H" frame line shall be located North and South on the quarter section line through the N $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 4.

The Grantor(s) do(es) 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(s) adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor(s) do(es) 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 by The Company. The Company waives right to cut down mulberry hedge but reserves right to top when necessary to maintain clearance.

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(s) and the Company agrees to indemnify and save harmless the Grantor(s) 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 $\frac{1}{2}$ Corner Section 3-13-13 and ending at West $\frac{1}{2}$ Corner Section 21-14-13 so as to construct its