

MISCELLANEOUS RECORD No. 7.

Not ours

NEBRASKA POWER CO. :
and :
JACOB W. PFLUG & wf. :
Contract \$1.25 pd. :

Filed Febr. 28, 1930, 11 o'clock A.M.

[Signature]
County Clerk.

CONTRACT

File No.-----

This indenture made this 26th day of February, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Jacob W. Pflug and Caroline Pflug, husband and wife of the County of Sarpy State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$1.00 and other valuable consideration, 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 easment, 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: North Half of the SouthEast Quarter (N of SE 1/4) Section Fourteen (14), Township Fourteen (14) North, Range Twelve (12) east of the 6th PM.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 300 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the east and west center line of said section 14, this making one pole five feet north of and one pole five feet south of said east and west center line of said section 14.

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. Company agrees to be liable for and reimburse Grantor or tenant, as their interest may appear, for all damage done crops or fences during the time of construction or repair of its transmission line.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 26th day of February, 1930.

WITNESSES:
NEBRASKA POWER COMPANY
By Roy Page
General Manager.

WITNESSES
Engineers Approval: F.E. Smith

Walter Pflug
E.R. Anderson
Jacob W. Pflug
Caroline Pflug

STATE OF NEBRASKA)
COUNTY OF SARPY) ss.
On this 26th day of February, 1930, before me the undersigned, a notary public in and for said County and State, personally appeared Jacob W. Pflug and Caroline Pflug, husband and wife personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

E.R. Anderson
General Notary Public.
Commission Expires Mar. 9, 1934
Douglas County, Nebraska.
My Commission expires on the 9th day of March, 1934.