Mischartons

STATE OF NEBRASKA) CCUNTY OF Sarpy)

Cr this 23" day of August, 1929, before me the undersigned, a notery public in and for said County and State, personally appeared Andrew H. Fricke personally to me known to be the identical person who signed the foregoing instrument as Grantos and who acknowledged t therein expressed. execution thereof to be his voluntary act and deed for the purpose

WIT FSS my hand and notarial seal the date above written.

E.E. Stormel Justice of the Peace

Ly Commission expires on the 4" day of January, 1931

IDA L. AULIN, formerly Clarke & hus.:

HEBRASKA POWER CEPANY Contract .1.50 pd.

Filed Dec. 5, 1929, 2 o'clock P.M.

County Clerk.

CCNTRACT

File No.

This indenture made this 19th day of September, 1929, by and between MEBRASKA PCYER COMPANY a corporation hereinafter called "The Company" and Ida M. Aulin (formerly clarke) and Victor L. Aulin, her husband of the County of Sarpy State of Webrasks, hereinafter called "Granter": WITHISSITH'S That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$35.00, 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 aut crity and right of way to construct, operate and maintain its poles, electric transmission lines, wires, ruys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to wit: North West Quarter of North East Quarter (NW. of NE.) Section Seventeen (17), Township Fourteen (14) North

Range Twelve (12) east of 6th PM. The electric transmission line shall be built of double pale construction, commonly called ":" frame construction, with a spacing between structures generally approximately 600 feet ard not less than 40° feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the north and south center line of said section 17 aforementioned, this making one pole five feet west of and one pole five feet east of said north and south center line of said section 8.

The Grantor does hereby further grant unto the Company, its lessees, successors and assions, the right, privilege and authority to enter upon and pass over said property and the property of the Granter 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 lesscon, 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. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit:-----

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

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 from North line section 32-15-12 and ending at Center section 17-14-12 sc 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 constact 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 Jompany to the Grantor on or before the date of the commencement of the construction of the company's transmission lines, poles, wires, gays, supports and other fixtures and appliances on the premises herein described.

IN WITHESS WERECF the parties hereto have hereunto set their hands and seals on the 19th day of September, 1929.

Miscellaneous Becoed No

#Nebraska Power Company Seal 1917

S.E. Schweitzer Secretary

By Roy Page Assistant General Manager.

7177332S:

Engineers Approval; F.E. Smith

STATE (F Colorado) 85. CUNTY (F Denver)

Victor II. Aulin.

(n this 19th day of September, 1929, before me the undersigned, a notary public in and said County and State, personally appeared Ida M. Aulin (formerly Clarke) & Victor La with her husband personally to me known to be the identical persons who signed the foregoing in ment as Cranter and who acknowledged the execution thereof to be their voluntary act and for the purposes therein expressed.

MITTESS my hand and notarial s al the date above written.

#Lisie Mayer Notary Public City & #County of Denver, Colo.

Elsie Mayer Notary Public

Ly Commission expires on the 22nd day of Cotober

GUSTAVE D. HIB .ELRR, Admin. : PARKISKA POWER COPERT

Contract 1.50 nd.

Filed Dec. 5, 1929, 2 o'clock P.M.

County

CCNTRACT

File No. -

This indenture rade this 38th day of Cotober, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Gustave D. Hibbeler, Administrator of the estate of Heinerich Gerhard Hibbeler, deceased, of the County of Douglas State of Mebraska, hereinafter called "Grenter":

II hand for and in consideration of \$5.00, receipt wherear is hereby acknowledged by the Granter and the further payment of the sur of \$115.00, as hereinafter provided, and tutual coverants and agreements herein contained the Grantor does hereby grant and convey unto the Commany, its lessees, successions and assigns, the perpetual right, privilege casement, authority and right of war to construct, operate and maintain its poles, electric transmission ines, 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: South Half of Hert east juart r (SpofNh4), and also Southeast quarter of NorthWest juarter (SpjofNW4), all being in Section Sixteen (16), Township Fourteen (14) North, Range Twelve (12) east of the the PL.

The electric transmission line small be built of double pole construction, commonly called "." frame construction, with a spacing between structures generally approximately 600 feet and not less than 400 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 section 16 aforementioned, this making one noise five feet north of and one pole five feet south of said east and west center line of said section 16.

The Granter 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 Granter 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 cr minut soid lines. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit:----

The Company shell at all times exercise all due care and diligence to avoid any injury or derace to the cross, livestock and other property of the Grantor and the Company agrees to edemnify and have harmless the Granter from any and all damage and loss arising or (couring to any person or property by reason of the Company's negligence in the construction, operation and maintenance of said transmission line.

It is empressly arreed that in the event the Company is unable to obtain a right of way by wirchase, easement or otherwise over and across all of the intervening property, commencing from north line section 32-15-12 and ending at center section 17-14-12 so as to construct its poles, transmission lines, ruys, supports and other fixtures and appliances thereon, then the Company shall notify the Granter 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