

MISCELLANEOUS RECORD No. 95

- 1 post and bracket
- 1 Circular Be Square Sign
- 4 Be Square Gas Globes
- 1 Super Gas Ethyl Globe
- 1 Blue gas price curb sign
- 1 Be Square drain pit sign
- 1 Monomotor Oil Curb sign
- 1 paper towel rack

State of Nebraska,)
 County of Douglas,)

entered in Numerical Index and filed for Record in
 the Register of Deeds Office of said County, the 23rd
 day of September, A.D. 1931, at 2:50 o'clock, P.M.
 Harry Pearce,

Register of Deeds.

Compared by R&G

24. Contract

Nebr. Power Company

Frank Westecky & wf.

This indenture made this 20 day of June, 1931, by and between
 Nebraska Power Company, a corporation hereinafter called "The
 Company" and Frank Westecky and Washilda Westecky, husband and
 wife, of the County of Douglas, State of Nebraska, hereinafter called "Grantor";

WITNESSETH: That for and in consideration of \$5.00 receipt whereof is hereby acknow-
 ledged by the grantor, and the further payment of a sum to make a total payment of \$50.00 per
 tower for each and every tower (if towers are used), or the further payment of a sum to make a
 total payment of \$20.00 per pole for each and every pole (if poles are used), set on the following
 described property, said sum to be paid as hereinafter provided, and mutual covenants and agree-
 ments herein contained, the grantor does hereby grant and convey unto the Company, its lessees,
 successors and assigns, the perpetual right, privilege, easement, authority, and clear right-of-
 way to construct, operate and maintain without interference from buildings, its towers and/or
 poles, electric transmission lines, wires guys and other fixtures and appliances over, upon
 along and above the following described property situated in Douglas County, State of Nebraska,
 to wit:

The north fifty feet (50') strip of north one-half of southeast quarter (N1/2SE1/4) of
 Section twenty-three (23); township sixteen (16) North; range twelve (12) East.

The electric transmission line shall be built as follows: If wood poles are used, the
 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, with one pole five feet south of
 and one pole five feet north of east and west center line of section 23. Or if towers are used,
 the line shall be built of steel structures, with a spacing between structures generally approx-
 imately 700 feet and not less than 300 feet. The center of each tower shall be located on the
 east and west center line of section 23.

If wood poles are used, the Company shall have the right, privilege, easement and auth-
 ority to remove said wood poles, and to construct towers in their stead, after making the
 necessary additional payment to make a total payment of \$50.00 per tower as provided above.

MISCELLANEOUS RECORD No. 95

687

In consideration of a further payment of \$5.00 per tower (if towers are used) to be made prior to the construction of the transmission line, the Grantor, his heirs, lessees, successors and assigns, agree to keep weeds cut under and around towers every year.

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: Cut trees into 10 foot lengths and pile along fence. Burn all the brush. Do not trim or cut any fruit trees.

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 line 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 west $\frac{1}{4}$ corner Section 21; 16; 12 and ending at East $\frac{1}{4}$ corner 19; 16; 13, so as to construct its towers and/or 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, towers and/or 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 20 day of June, 1931.

Attest:

T. F. Hanley,
Asst. Secretary.

Witnessed:
A. W. Berry



NEBRASKA TOWER COMPANY

By Roy Page, Vice Pres. & General Manager.

Frank Kestucky

Math Ila Kestucky
Grantor

Engineer's Approval - F. E. Smith

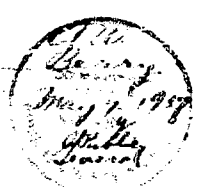
688

588

MISCELLANEOUS RECORD No. 95

State of Nebraska)
 County of Douglas)
 On this 30 day of June, 1931, before me the undersigned, a notary public in and for said County and State, personally appeared Frank Nostecky and Kathilda Nostecky, 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.



A. W. Berry
 Notary Public.
 My commission expires on the 7 day of May, 1937.

State of Nebraska,)
 County of Douglas,)
 Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 21st day of September, A.D. 1931, at 3:40 o'clock, P.M.
 Harry Pearce,
 Register of Deeds

Compared by R&G.

Contract
 Nebraska Power Company
 &
 Frank J. Foral & wife

This indenture made this 16 day of June, 1931, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Frank J. Foral and Anna F. Foral, husband and wife, 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 \$50.00 per tower for each and every tower (if towers are used), or the further payment of a sum to make a total payment of \$20.00 per pole for each and every pole (if poles are used) 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 clear right-of-way to construct, operate and maintain without interference from buildings, its towers and/or poles, electric transmission lines, wires guys and other fixtures and appliances over, upon, along and above the following described property situated in Douglas County, State of Nebraska, to wit:

The north fifty foot (50') strip of the northeast quarter of southeast quarter (NE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section twenty-three (23); Township sixteen (16) North; range twelve (12) East.

The electric transmission line shall be built as follows: If wood poles are used, the 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 500 feet. The poles of the individual "H" frames shall be set on ten foot centers, with one pole five feet south of and one pole five feet north of east and west center line of Section 23. Or if towers are used, the line shall be built of steel structures with a spacing between structures generally approximately 700 feet and not less than 500 feet. The center of each tower shall be located on the east and west center line of Section 23.

If wood poles are used, the Company shall have the right, privilege, easement and

MISCELLANEOUS RECORD No. 95

authority to remove said wood poles, and to construct towers in their stead, after making the necessary additional payment to make a total payment of \$50.00 per tower as provided above.

In consideration of a further sum or payment of \$5.00 per tower (if towers are used) to be made prior to construction of the transmission line, the Grantor, his heirs, lessees, successors and assigns, agree to keep weeds cut under and around towers each year.

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:

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 west $\frac{1}{4}$ corner Section 21; 16; 12 and ending at east $\frac{1}{4}$ corner 19; 16; 13 so as to construct its towers and/or 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, towers and/or 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

16 day of June, 1931.

Attest:

T. F. Hanley,
Asst. Secretary.

Witnesses:

A. W. Barry



NEBRASKA POWER COMPANY

By Roy Page, Vice Pres. & General Manager

Frank J. Foral

Anna Foral
Grantor

Engineer's Approval F. E. Smith

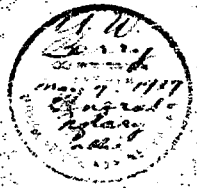
MISCELLANEOUS RECORD No. 95

State of Nebraska)
 County of Douglas) ss. On this 16 day of June, 1931, before me the undersigned, a notary public in and for said County and State, personally appeared Frank J. Feral and Anna Feral, 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.

A. W. Berry
 Notary Public.

My commission expires on the 7 day of May, 1937.



State of Nebraska,)
 County of Douglas,)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 21st day of September, A.D. 1931, at 3:40 o'clock, P.M.
 Harry Pearce,
 Register of Deeds

Compared by R&G.

26. Contract)
 Nebr. Power Company) This indenture made this 19th day of August, 1931, by and between
 &) Nebraska Power Company, a corporation hereinafter called "The
 J. L. Straub & wife) Company" and Joseph Straub and Louise Straub, husband and wife,
 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 \$100.00 per tower for each and every tower (if towers are used), or the further payment of a sum to make a total payment of \$20.00 per pole for each and every pole (if poles are used), 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 clear right-of-way to construct, operate and maintain without interference from buildings, its towers and/or poles, electric transmission lines, wires guys and other fixtures and appliances over, upon, along and above the following described property situated in Douglas County, State of Nebraska, to wit:

That part of the southwest quarter of Southwest quarter or Northeast Quarter, (S.W.¼; N.E.¼) of Section twenty (20) township Sixteen (16) North; Range Thirteen (13) East of the 6th P.M., more fully described as follows: Beginning at the center of Section 20, thence North 130.7 feet to the right-of-way of C. St. P. N. & O. Railroad, thence East 609.2 feet along right-of-way line to the west city limits of Florence, thence South 131.8 feet, thence West 609.2 feet along the East and West center line of said Section 20 to point of beginning. Said piece containing 2.02 acres, more or less.

The electric transmission line shall be built as follows: If wood poles are used, the 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 to be a line One hundred and seven feet (107) North of the East and West center line of aforementioned