

MISCELLANEOUS RECORD No. 7.

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, 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 21st day of May, 1928.

ATTEST:
S. E. Schwitzer, Secretary.

Nebraska Power Company
By *Chas. Page*, Assistant General Manager

WITNESSES:
E. R. Anderson

Nebraska Power Company, 1917.
Seal.

Charles F. Schaab
Emma Schaab
Grantor

Engineers Approval F. E. Smith.

State of Nebraska,
County of Sarpy,) ss.

On this 21st day of May, 1928, before me the undersigned, a notary public in and for said County and State, personally appeared Charles F. Schaab & Emma Schaab personally to me known to be the identical person(s) 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.

E. R. Anderson, General Notarial Seal,
Douglas County, Nebraska, Commission
Expires Mar. 9, 1934.

WITNESS my hand and notarial seal the date
above written.
E. R. Anderson,
General Notary Public.
My Commission expires on the 9th day of March, 1934.

NEBRASKA POWER COMPANY

Filed Dec. 3, 1928 at 11 A. M.

and
HENRY RINKER & WIFE
Anchor Permit \$1.15 Pd.

Chas. E. Stewart
County Clerk.

ANCHOR PERMIT

This indenture made this 25th day of May, 1928 by and between Nebraska Power Company, a Corporation hereinafter called "The Company" and Henry Rinker and Emma Rinker, husband and wife, of the County of Sarpy State of Nebraska, hereinafter called "Grantor."

WITNESSETH: That for and in consideration of the sum of \$2.50, receipt whereof is hereby acknowledged by the Grantor and mutual covenants and agreements herean contained, Grantor does hereby grant and convey unto the Company, its assigns, successors and assigns the perpetual right, privilege, authority and right of way to install and main one (1) anchor and down guy on the following land situate in Sarpy County, to wit:

South East One Quarter (SE $\frac{1}{4}$) Section 29 Twp 14 N. Rge 12 E of the 6th P. M.
Said anchor is to be located at a point ten (10) feet slightly northwesterly of company's corner pole, said pole being located twenty seven feet north and approximately one hundred and twenty five feet east of the south quarter corner of said section 29.
Company shall install and maintain on said guy wire a suitable protective device or guard.

Grantor also grants Company access to the land for the purpose of installing and maintaining said anchor and down guy.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals this 25th day of May, 1928.

ATTEST:
S. E. Schwitzer
Secretary.

Nebraska Power Company
By *Chas. Page*, Assistant General Manager

Nebraska Power Company, Seal, 1917.
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Henry Rinker
Emma Rinker
Grantor

Engineers Approval F. E. Smith.

MISCELLANEOUS RECORD No. 7.

Engineers Approval F.E. Smith.

STATE OF NEBRASKA.)
(SS.
COUNTY OF SARPY)

On this 28th. day of May, 1928, before me, the undersigned, a notary public, in and for said County and State personally appeared Ernst Petersen and Mary S. Petersen, 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 purposes therein expressed.

witness my hand and notarial Seal the date above written.

E.R. Anderson, Notarial Seal #
GENERAL #
Douglas County, Nebraska, ###
Commission expires Mar. 9, 1934. #

E.R. Anderson, General Notary Public,

My Commission expires on the 9th. day of March, 1934.

NEBRASKA POWER COMPANY
and
CHARLES F. SCHLAAB & W.F.
Contract \$1.45 Pd.

Filed Dec. 3, 1928, at 11 A.M.

[Signature]
County Clerk.

CONTRACT

File No. -----

This indenture made this 21st day of May, 1928, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and CHARLES F. SCHLAAB AND ELLA SCHLAAB, Husband & Wife of the County of Sarpy State of Nebraska, hereinafter called "Grantor";

WITNESSETH: That for and in consideration of \$1.00, receipt whereof is hereby acknowledged by the grantor and the further payment of the sum of \$214.00, 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 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 One Quarter (SW 1/4) of Section Twenty Seven (27), Northeast Quarter of Northwest Quarter (NE 1/4 of SW 1/4) of Section Thirty Three (33), and also the Northwest Quarter of Northwest Quarter (NW 1/4 of NW 1/4) of Section thirty four (34), all above being in Township 14 North Range 12 East of the 6th P. M.

The electric line shall be of single pole construction with a spacing of approximately 175 feet between poles and shall be located on a line one (1) foot north of and parallel to the south line of the above mentioned section 27. Aerial right of way over the other land above mentioned is hereby made a part hereof.
This contract shall terminate Twenty Five (25) years from date hereof.
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. 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 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.
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 SE corner section 27-14-12 and ending at SW corner section 27-14-12 so 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 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