

MISCELLANEOUS RECORD No. 8

 # E.R. Anderson, Notarial Seal
 # Douglas County, Nebraska.
 # General Commission expires March 3, 1934.
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E.R. Anderson, General Notary Public.

My commission expires on the 9 day of March, 1934.

ERNEST W. WEISS & WF.

TO

Filed May 29, 1931 at 10 o'clock A.M.

NEBRASKA POWER COMPANY

Contract \$1.50 PA

County Clerk.

CONTRACT

File NO. _____

This indenture made this 11th day of April, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Ernest W. Weiss and Martha L. Weiss, husband and wife of the County of Sarpy 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 \$20.00 per pole for each and every pole 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 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 SouthEast Quarter (N1/2SE1/4) Section Nineteen (19), Township Fourteen (14) North, Range Twelve (12) east of the 6th P.M., EXCEPTING therefrom, all that part of above description lying northwesterly of the center line of Chalco-Portal Drainage ditch.

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 section 19 aforementioned, this making one pole five feet north of and one pole five feet south of said east and west center line of said section 19.

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 main logs 6 foot lengths. Branches 12 foot lengths. Clean up and burn brush. Pile wood. Grantor will remove wood.

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.

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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 line section 22-14-12 and ending at center section 23-14-11 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 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 11th day of April, 1930.

ATTEST:

F.J. Moylan
Assistant Secretary

WITNESSES: E.R. Anderson
Frank Graham

#Nebraska Power Company#
#Seal 1917
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Engineer's Approval F.E. Smith

NEBRASKA POWER COMPANY

By R.N. Page,
Assistant General Manager.

Ernest W. Weiss

Martha L. Weiss
Grantor.

STATE OF NEBRASKA } SS.
COUNTY OF SARPY }

On this 11 day of April, 1930, before me the undersigned, a notary public in and for said County and State, personally appeared Ernest W. Weiss and Martha L. Weiss, husband and wife 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.

WITNESS my hand and notarial seal the date above written.

E.R. Anderson, General Notary Public.

#E.R. Anderson, Notarial Seal #
#Douglas County, Nebraska #
#General Commission expires #
##Mar. 9, 1934. #
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My commission expires on the 9 day of March, 1934.