

MISCELLANEOUS RECORD No. 7.

NEBRASKA POWER CO.:
and
HENRY J. FRICKE & wif.:
Contract \$1.50 pd.

Filed June 18, 1929, 11 o'clock A.M.

J. E. Strawn
County Clerk.

File No. ---

This indenture made this 19th day of March, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Henry J. Fricke and Mary M. Fricke, 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 the sum of \$460.00, 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, 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 One-Half of SouthWest One-Quarter (N₁ of SW₁), North One-Half of SouthEast One-Quarter (N₁ of SE₁), South One-Half of NorthEast One-Quarter (S₁ of NE₁), all being in Section Twenty Four (24), Township Fourteen (14) North, Range Twelve (12) east of 6th PM., and also, SouthWest One-Quarter of NorthWest One-Quarter (SW₁ of NW₁), NorthWest One-Quarter of SouthWest One-Quarter (NW₁ of SW₁), all being in Section Nineteen (19), Township Fourteen (14) North, Range Thirteen (13) east of 6th PM. The electric line shall be of double pole construction, commonly called "H" frame construction, with a spacing generally approximately 600 ft. and not less than 300 ft. between "H" frames. The poles of the individual "H" frames shall be set on 10 foot centers, the center line of said "H" frames being the east and west center line of the said sections 24 & 19, this making one pole 5 feet north of and one pole 5 feet south of said east and west center line of said sections 24 & 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. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: Company agrees to be liable for and pay all damages done either to crops or fences of Grantor at time of construction or repair of said electric 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.

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 East line Section 20-14-13 and ending at West line Section 23-14-12 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 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 19th day of March, 1929.

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#Nebraska Power Company Seal 1917#
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ATTEST:

S.E. Schwitzer *Secretary*

WITNESSES:

Jos. E. Strawn

NEBRASKA POWER COMPANY

By *Jay Page*
Assistant General Manager.

Henry J. Fricke

Mary M. Fricke

Grantor

Engineers Approval, F.E. Smith.

MISCELLANEOUS RECORD NO. 7.

STATE OF NEBRASKA)

COUNTY OF SARPY) ss. On this 19th day of March, 1929, before me the undersigned, a notary
public in and for said County and State, personally appeared Henry J. Fricke and Mary M. Fricke,
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.

Jes. E. Strawn

Notary Public.

#Jes.E.Strawn Notarial Seal #

#Commission Expires Nov.7, 1931#

#Sarpy County, Nebraska #

My Commission expires on the----day of-----, 19-----

NEBRASKA POWER CO. :

and

Filed June 18, 1929, 11 O'clock A.M.

INEZ J. MORNING & hus. :

Contract. \$1.50 pd.


County Clerk

C C M I T R A G T

THIS INDENTURE made this 9th day of May 1929, by and between NEBRASKA POWER COMPANY, a corporation, hereinafter called "Company", and Inez J. Morning and Theodore Morning, wife and husband of the County of Jasper, State of Iowa, hereinafter called "Grantors".

WITNESSETH: That for and in consideration of One (\$1.00) Dollar and other valuable consideration, receipt whereof is hereby acknowledged by the Grantors and mutual covenants and agreements here in contained, the Grantors do 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 steel and/or wood towers, poles, electric transmission lines, wires, guys and other fixtures and appliances necessary and appropriate for electric transmission lines, over, upon, along and above the following described property, situated in Sarpy County, State of Nebraska, to-wit: North fifty (50) feet in width of the north west quarter of the south east quarter (NW^{1/4} of SE^{1/4}), and also, north fifty (50) feet in width of the north one half of the south west quarter (N^{1/2} of SW^{1/4}), all being in Section twenty (20), Township fourteen (14) north, Range thirteen (13) east of 6th PM.

The steel towers of said electric transmission lines shall be located and centered on a line twenty five (25) feet south of and parallel to the east and west center line of said section twenty (20), there being not more than seven (7) such towers located on said land.

Grantors do hereby covenant and agree with the Company that they will make use of the above described fifty foot strip of land by the Company for the purposes and in the manner above set forth, and that they will not construct, erect or maintain buildings or any other structures whatsoever thereon or within seventy feet each side thereof which will in any way interfere with or obstruct the use of said strip of land by the Company in the manner and for the purposes above set forth, nothing in this contract, however, shall prevent the sale of said strip of land by the owners, subject to the provisions and conditions of this contract.

Grantors do 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 Grantors adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

Grantors do 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 fifty (50) feet each side 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. Grantors further agree that they will not plant any trees under or within fifty (50) feet each side of the said lines of the Company.

Company agrees to be liable for and pay for all damage done either to fences or growing ~~farmers~~ or growing crops of the Grantors or tenant at the time of construction or repair of said electric transmission lines.

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 Grantors and the Company agrees to indemnify and save harmless the Grantors 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 electric transmission lines.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the 9th day of May 1929.

Nebraska Power Company Seal 1917

NEBRASKA POWER COMPANY

By  Mrs. Page

Assistant General Manager