

MISCELLANEOUS RECORD No. 96

285431-OMAHA PRINTING CO., OMAHA.

to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her 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) ss.

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.

18. Contract)
Nebraska Power Co.) This indenture made this 25 day of June, 1931, by and be-
and) tween Nebraska Power Company, a corporation hereinafter called "The
Josephine P. Brisbin & Hbd. Company" and Josephine P. Brisbin and John B. Brisbin, 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 half of Southwest Quarter (N. 1/2 S.W. 1/4) and Southeast Quarter of Northwest Quarter (S.E. 1/4 N.W. 1/4) and that part of the South half of Northeast Quarter (S. 1/2 N.E. 1/4) lying South of Railroad right of way. All in section Nineteen (19). And that part of Southeast Quarter of Southwest Quarter of Northwest Quarter (S.E. 1/4 S.W. 1/4 N.W. 1/4) lying South of Railroad right of way and East of public highway, and that part of the Southwest Quarter of Southeast Quarter of Northwest Quarter (S.W. 1/4 S.E. 1/4 N.W. 1/4) lying South of Railroad right of way, all in Section Twenty (20). This land is all in Township Sixteen (16) North; Range Thirteen (13) East of the 6th P.M.

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 aforementioned Section 19

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and 20. 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 300 feet. The center of each tower shall be located on the East and West center line of aforementioned Section 19 and 20.

If wood poles are used, the Company shall have the right, privilege, easement and 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 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 the weeds cut under and around towers each year.

The company shall have the right to construct, operate and maintain their structures on the above described property in Section 20, so that the center of each tower shall be located on a line 107 feet North of East and West center line of said Section 20.

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 all wood into approximately 12 foot lengths and pile along the fence line. Burn all the brush.

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.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
on the 25th day of June, 1931.

Attest:
F. J. Moylan
Secretary.
Witnesses:
A. W. Berry
Approved:
F. E. Smith
Chief Engineer.



NEBRASKA POWER COMPANY
By Roy Page, Vice President &
General Manager.
Josephine P. Brisbin
John B. Brisbin
Grantor.

The foregoing Easement agreed to by the undersigned; Trustees of the James Monroe
Parker Est.

J.B. Richardson, Trustee.
John B. Brisbin, Trustee.
William H. Heuer, Trustee.
Mortgagees.

State of Nebraska)
County of Douglas)^{ss.} On this 25 day of June, 1931, before me, the undersigned, a notary
public in and for said County and State, personally appeared Josephine P. Brisbin and John B.
Brisbin, 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)^{ss.} 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.

19. Contract)
Nebraska Power Co.)
and)
Howard E. Freed & Wf.) This indenture made this 5 day of August, 1931, by and between
) Nebraska Power Company, a corporation hereinafter called "The Company"
) and Howard E. Freed and Edna A. Freed, 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