

MISCELLANEOUS RECORD, No. 83

242066-OMAHA PRINTING CO., OMAHA

State of Nebraska)
County of Douglas)

Entered in Numerical Index and filed for Record in
the Register of Deeds Office, in said County, the
15th day of May A. D. 1928, at 1:45 o'clock P. M.

Harry Pearce

Register of Deeds

Compared by W&R.

14. Contract)
Nebraska Power Company)
and)
Catharina Glissmann,)

THIS INDENTURE made this 15th day of December, 1927, by and be-
tween Nebraska Power Company, a corporation hereinafter called
"The Company" and Mrs Catharina Glissman, widow 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 the sum of \$45.00 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, necessary wires, guys, supports, cross arms
and other fixtures and appliances, over, upon, along, and above the following described property,
situated in Douglas County, State of Nebraska, to-wit:

Along the South line of the southeast one-quarter of the Northwest one-quarter (SE $\frac{1}{4}$ of
the NW $\frac{1}{4}$) of Section four (4), Township 15 North, Range 1E East and along the North line of the
East one-half of the South-west one-quarter (E $\frac{1}{2}$ of the SW $\frac{1}{4}$) of said Section four (4), The electric
transmission line shall be built of two-pole structures commonly called H-frames, these structures
to be located generally approximately thirty rods (495 ft) apart and not less than eighteen rods
(297 ft) apart. The two poles of the H frames shall be set ten (10) ft, apart, one pole of each
structure being located five (5)ft North and the other pole five (5)ft South of the East and
West center line of the said Section four (4).

The conductors shall be sagged so that they will clear the ground eighteen (18) ft at 60°
Fahrenheit.

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
Grantor adjacent thereto, and to cut down or trim any trees along said transmission line or route
necessary to keep said line or lines and wires and equipment clear and unobstructed and for said
tree trimming and clearance purposes the Company is hereby given the right, privilege and authority
to cut and clear trees adjoining said electric line for a space of fifty (50) feet on each side
thereof. The Company is further authorized to enter upon and over said premises with access there-
to for the purpose of constructing, repairing, operating and maintaining said lines and equipment
upon the property above described.

The Company shall at all times exercise all due care and diligence to avoid any injury
or damage to the crops, live stock and other property of the Grantor 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 wholly, exclusively and proximately by reason of the Company's
negligence in the construction, operation and maintenance of said transmission line during the
lifetime of this easement.

It is expressly agreed that in the event the Company is unable to obtain a right-of-way

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by purchase, easement or otherwise over and across all of the intervening property, commencing from Center Sec (3) T15N, R12E and ending at W line Sec (1) T15N, R10E, so as to construct its poles, transmission lines, guys, supports, cross arms 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 the 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 15th day of December 1927.

Attest: S. E. Schweitzer,
Secretary.
Witnesses C. A. N. Armstrong



NEBRASKA POWER COMPANY

By Roy Page
Ass't General Manager.

Catharina Glissmann
Grantor.

State of Nebraska)
County of Douglas) ss.

On this 15th day of December 1927, before me the undersigned, a Notary Public in and for said County and State, personally appeared Catharine Glissmann personally to me known 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.



T. F. Hanley
Notary Public.

My commission expires on the 4 day of February 1932.

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County of Douglas)

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Harry Pearce

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Compared by W&R.

15. Contract)
Nebraska Power Company)
and)
Henry Hansen Sr. et al)

THIS INDENTURE, made this 10th day of December 1927 by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Henry Hansen Sr. and Eliza Hansen, and Henry Hansen Jr. & Anna S. Hansen, husbands and wives, of the County of Douglas

State of Nebraska, hereinafter called "Grantor";

Witnesseth: That for and in consideration of \$10.00 receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$110.00 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,