

# MISCELLANEOUS RECORD No. 7.

HENRY SCHADENDORF, :  
to :  
WHOM IT MAY CONCERN. :  
Aff. \$.90 Pd. :

Filed April 10, 1929, at 4 P.M.

*J. E. Strawn*  
County Clerk.

### AFFIDAVIT

State of Nebraska, County of Sarpy, ss. Henry Schadendorf of Sarpy County, Nebraska, being first duly sworn on oath says that he is a resident of Sarpy County, and the present owner of the property described in a certain deed by Charles W. Owen and wife, to him covering certain property in Sarpy County, State of Nebraska, which deed was recorded in Book 37, of Deeds, Page 310 Sarpy County, Nebraska, on the 5th. day of April, 1904, and in said deed the rightway of the Missouri Pacific Railroad Co. or Railway, over and across the premises therein described is excepted from the deed. That thereafter this affiant purchased from George W. Ringo the said strip of rightway excepted from the Owen deed, which deed was recorded in Book 51, of deeds Page 78, on the 14th. day of February, 1922, and another deed was obtained from Mary Ann Ringo who was the wife of George W. Ringo, which deed was recorded on the 26th. day of May, 1922, in Book 51, of deeds at Page 125, Sarpy County, Nebraska.

That this affiant has ever since lived on said premises, that for two or three years after the Charles W. Owen deed above referred to, the Missouri Pacific Railroad Co. or Railway, occupied said strip for railroad purposes, but from then on the Missouri Pacific Railroad Co., or Railway, has ceased to use said rightway for railroad purposes, the tracks have been taken up, and that said railroad has been abandoned for every purpose by said Missouri Pacific Railroad Co., or Railway, ever since. And this affiant has been the owner and in possession of said strip ever since the deeds from George W. Ringo and Mary Ann Ringo his wife and further affiant sayeth not.

Henry Schadendorf,

State of Nebraska, :

County of Sarpy, : ss.

Subscribed and sworn to before me this 8th. day of April, 1929.

#Ruth E. Strawn, Notarial Seal #  
#Sarpy County, Nebraska. #  
#Commission expires Feb. 4, 1935. #

Ruth E. Strawn,

Notary Public.

EDMUND E. KIPLINGER (otherwise known as :  
Earle E. Kiplinger) and Florence E. Kiplinger, :  
and :  
NEBRASKA POWER CO. :  
Contract. \$1.50 Pd. :

Filed April 9, 1929, at 11 A.M.

*J. E. Strawn*  
County Clerk.

### CONTRACT

This indenture made this 9th. day of March, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Edmund E. Kiplinger (otherwise known as Earle E. Kiplinger) and Florence E. Kiplinger, his wife, of the County of Sarpy, State of Nebraska, hereinafter called "Grantor."

WITNESSETH: That for and in consideration of \$750.00, receipt whereof is hereby acknowledged by the Grantor, 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 steel tower, electric transmission lines, wires, and other fixtures and appliances, over, upon along and above the following described property, situated in Sarpy County, State of Nebraska, to wit:

A) that part of Sub Lot Seven (7) of Abraham's subdivision of Tax Lot "D" in Section Fourteen (14), Township Fourteen (14) North, Range Thirteen (13), east of the 6th. P.M., lying southerly and westerly of the right of way of Burlington Railroad.

The intent of this contract is to cover specifically the following:

1. The location, construction, maintenance and repair of one (1) certain steel tower, of said electric transmission lines along the northerly side of said sub lot 7, this tower being located and centered on a point which is approximately 55 south and slightly east of the southeasterly corner of Lot 14, adjoining sub lot 7 on the north thereof.

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2. The location, installation, maintenance and repair of certain wires of said electric transmission lines, over, upon, along and above said sub lot 7, said wires running in a generally northerly direction from tower mentioned in (1) herein to where said wires intersect the northerly line of said sub lot 7, and also, for the wires of said lines running in a generally southeasterly direction from tower mentioned in (1) herein to the intersection of the south line of said sub lot 7,

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 and remove any trees under or within twenty-five (25) feet of Company's wires and tower as are particularly hazardous to said wires and tower, nothing in this provision, however, to be construed as the right and privilege for said Company to clear out a strip of trees 50 feet in width under the wires. For wire clearance purposes the Grantor does grant the Company the right and privilege to trim all trees within the above described area necessary to adequately and safely clear the wires of the said lines a minimum distance of ten feet under and fifteen feet to the sides of said wires, said clearances to be determined and established by the summer sag of said wires. Company is to use all due care and consideration in the exercise of this right.

For purposes of facilitating construction and stringing of wires during time of construction of said electric lines Company shall have the right to clear out a narrow path of trees, said path to be approximately 5 to 8 feet in width, Company not to fell any more of such trees as are absolutely necessary to facilitate said wire stringing.

The Grantor does hereby covenant and agrees with the Company that they will not make use of the land immediately under and within fifty feet of the sides of the said electric lines in such a way as to interfere with the use and occupancy of said land by the Company for the purposes and in the manner herein set forth, and that they will not construct, erect or maintain buildings or any other structures whatsoever thereon which will in any way interfere with or obstruct the use of the said land by the Company, in the manner and for the purposes herein set forth, nothing in this contract, however, shall prevent the sale of said land by the owner, subject to the provisions and conditions of this contract.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the 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.

IN WITNESS WHEREOF, the parties hereto have herunto set their hands and seal the 9th day of March, 1929.

ATTEST: S.E. Schwitzer, Secretary, E.R. Anderson.

NEBRASKA POWER COMPANY, By R. Page, Assistant General Manager, Edmund E. Kiplinger, Florence M. Kiplinger, Grantor.

##### #Nebraska Power Company, Seal, 1917 #

Engineers Approval: F.E. Smith.

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STATE OF NEBRASKA, ) SS: COUNTY OF DOUGLAS, )

On this 12th. day of March, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared Edmund E. Kiplinger (Otherwise known as Earle E. Kiplinger) and Florence M. Kiplinger, his 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. Mildred Mullen, Notary Public.

##### #Mildred Mullen, Notarial Seal # #Douglas County, Nebraska, # #Commission expires March 15, 1934. ##### 1934.

# My Commission expires on the 15th. day of March, 1934.