

MISCELLANEOUS RECORD No. 7.

above described fifty foot strip of land in such a way as not to interfere with the use and occupancy of said 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 fifty feet 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:

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 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. Grantors further agree that they will not plant any trees under or within fifty feet of the said lines of the Company.

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 loss and damage 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 hereto have hereunto set their hands and seals on the 19th day of August, 1929.

ATTEST:	#####	NEBRASKA POWER COMPANY
	S.B. SCHMIDLER, Nebraska Power Company Seal 1917 #	By Roy Faye
	#####	Assistant General Manager
Witness:	#####	James Hrabik
	E.R. Anderson	Marie Hrabik
	STATE OF NEBRASKA)	Grantors
)SS:	
	COUNTY OF SARGE)	

On this 19th day of August, 1929, before me the undersigned, a Notary Public in and for said County and State, personally appeared James Hrabik and Marie Hrabik, husband and wife, personally to me known to be the identical persons who signed the foregoing instrument as Grantors and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.
 E.R. Anderson
 Notarial Seal General Com- #
 #Mission Expires Par 19 1934 Douglas # My Commission expires the 8th day of March, 1934.
 #County, Nebraska. #

MARGARET FASE et al :
 to :
 NEBRASKA POWER CO. :
 Contract \$1.50 pd. :

Filed Dec. 5, 1929 2 o'clock P.M.

 County Clerk.

CONTRACT

File No.-----

This indenture made this 31st day of August, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Margaret Fase and David S. Fase, her husband and, Malinda H. Mergart and Oswald H. Mergart, her husband of the County of Sarge 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 \$75.00, 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 Sarge County, State of Nebraska, to wit: North Half of Southeast quarter (NE of SE 1/4) Section Fifteen (15), Township Fourteen (14) North, Range Twelve (12) east of the 6th PM.

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 400 feet. The poles of the individual "H" frames shall be set on ten foot

MISCELLANEOUS RECORD No. 7.

centers, the center line of said "H" frames being the east and west center line of section 15 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 15.

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:-----

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 Center section 17-14-12 and ending at East line section 15-14-12 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 31st day of August, 1929.

ATTYST: S.F. Schweitzer Secretary; NEBRASKA POWER COMPANY By Roy Page Assistant General Manager; Margaret Fase; Malinda H. Lagaret; Grantor; David S. Fase; Oswald H. Lagaret Grantor; E.R. Anderson Engineer's Approval: F.E. Smith

STATE OF NEBRASKA) COUNTY OF Sarpy) ss.

On this 31st day of August, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared Margaret Fase and Malinda H. Lagaret 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. Jos. E. Strawm Notary Public. My Commission expires on the--day of--19--

STATE OF Nebraska) County of Sarpy) ss.

On this 21 day of September, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared David S. Fase and Oswald H. Lagaret 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. E.R. Anderson General Notary Public. My Commission expires on the 9th day of March, 1934.