

# MISCELLANEOUS RECORD, No. 88

266296 OMAHA PRINTING CO. OMAHA

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 19 day of September, 1929.

Attest:

S. E. Schweitzer  
Secretary.



NEBRASKA POWER COMPANY

By Roy Page  
Assistant General Manager

Witnesses:

G. E. Nelson

John Willms

Minnie Willms

Grantor

Engineers Approval F. E. Smith

State of Nebraska )  
County of Douglas ) ss.

On this 19 day of September, 1929, before me the undersigned, a Notary Public in and for said County and State, personally appeared John Willms and Minnie Willms, husband & 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 purposes therein expressed.

WITNESS my hand and notarial seal the date above written.



G. E. Nelson

Notary Public.

My commission expires on the 26 day of April, 1935.

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 4th day of December, A. D. 1929, at 1:30 o'clock, P.M.  
Harry Pearce,

Register of Deeds

Compared by B&R.

13. Contract

Nebraska Power Company  
&  
Herman Bormann et al

This indenture made this 29th day of August, 1929, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Herman Bormann and Cordelia Bormann, husband and wife, owners, and Henry Bormann and Mary Bormann, husband and wife, life tenants 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 \$135.00 as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey

492

## MISCELLANEOUS RECORD, No. 88

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 Douglas County, State of Nebraska, to wit:

Southeast quarter of Northwest quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ), and also East half of Southwest Quarter (E $\frac{1}{2}$  of SW $\frac{1}{4}$ ) all being in Section Eight (8), Township Fourteen (14) North, Range Twelve (12) east of 6th P.M.

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 centers, the center line of said "H" frames being the north and south center line of said section 8 aforementioned, this making one pole five feet west of and one pole five feet east of said north and south center line of said section 8.

Company agrees to pay Grantor for all damage done to crops or fences during time of construction or repair of its said transmission line.

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 North line Section 32-15-12 and ending at Center section 17-14-12 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 29th day of August, 1929.

# MISCELLANEOUS RECORD, No. 88

265296 - OMAHA PRINTING CO., OMAHA

Attest:  
S. E. Schweitzer  
Secretary.



Witnesses:  
Frank Graham  
E. R. Anderson.

NEBRASKA POWER COMPANY  
By Roy Page  
Assistant General Manager.

Herman Bormann  
Cordelia Bormann  
Henry Bormann  
Mary Bormann  
Grantor

Engineers Approval F. E. Smith

State of Nebraska, )  
County of Douglas )ss. On this 29th day of August, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared Herman Bormann & Cordelia Bormann, husband and wife, and Henry Bormann and Mary Bormann, husband & 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.

E. R. Anderson  
General Notary Public.



My commission expires on the 9th day of March, 1934.

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 4th day of December, A. D. 1929, at 1:30 o'clock, P.M.  
Harry Pearce,  
Register of Deeds

Compared by B&R.

\*\*\*\*\*  
14. Contract

Nebraska Power Co.  
&  
Martha Hahn

This indenture made this 23rd day of August, 1929, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Martha Hahn, 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 \$95.00, 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 Douglas County, State of Nebraska, to wit:

West half of Southeast Quarter (W<sup>1</sup> of SE<sup>1</sup>) Section Eight (8), Township Fourteen (14) North, Range Twelve (12) East of 6th P.M.

The electric transmission line shall be built of double pole construction, commonly