

# MISCELLANEOUS RECORD No. 8

purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

#####  
 #E.R. Anderson, Notarial Seal #  
 #Douglas County, Nebraska. #  
 #General Commission expires Mar. 3, 1934. #  
 #####

E.R. Anderson, General Notary Public.  
 My commission expires on the 9 day of March, 1934.

ALBERT A. PFLUG ET AL :  
 TO :  
 NEBRASKA POWER COMPANY :  
 Contract \$1.50 Pd. :

Filed May 29, 1931 at 10 o'clock A.M.  
*J. J. [Signature]*  
 County Clerk.

### CONTRACT

This indenture made this 15th day of August, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company", and, any or all other companies owning, operating and maintaining the electric transmission lines located on the hereinafter described property, and ALBERT A. PFLUG and AMANDA PFLUG, husband and wife (Owners) and FRANK A. PFLUG, widower, (Life Tenant), hereinafter called "Grantors":

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantors, and the further payment of a sum to make a total payment of \$20.00 per pole for each and every pole located on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantors do 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 and other fixtures and appliances, over, upon, along and above the following described property, situated in Sargy County, State of Nebraska, to wit:

East Two (2) rods in width of the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ ) Section Twenty-six (26), Township Fourteen (14) North, Range Eleven (11) east of the 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 300 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 section 26 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 26.

The Company agrees not to locate any further poles, lines, guys or wires of any kind on the above described property after December 31, 1930, unless permission is granted by Grantors, and Company also agrees not to set any anchors or guy wires out into the farm land or away from the poles except on the east and west or north and south center lines of section 26 aforementioned.

Grantors agree that if at any future date Company wishes to underbuild its "H" transmission line with a farm electric distribution line that Company shall have the right to set intermediate poles between said "H" frames for the purpose of supporting the wires of farm electric line, provided however, that said intermediate poles shall be set only on the true north and south center line of section 26 aforementioned. This to be done at increased right of way cost to Company.

The Grantors do hereby further grant unto the Company, its lessees, successors and assigns, the right privilege and authority to enter upon and pass over the property hereinbefore described for the purpose of constructing, repairing, operating and maintaining said lines and

equipment located thereon.

The 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 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 and equipment in breaking off and falling over or against said lines. Company agrees to grub out the existing hedge for a distance of 33 feet each side of each "H" frame and will burn or otherwise dispose or grubbed hedge.

The Company shall at all times exercise all due care and diligence to avoid any injury or death to any persons or livestock and damage to the crops and other personal property of the Grantors and the Company agrees to indemnify and save harmless the grantors 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. Company further agrees that it will assume responsibility and will forever save free and harmless the Grantors of any judgments, liability suits, or lawsuits of whatever nature or kind brought about from the death or injury to any third person or persons in coming into contact with the Company's equipment, or in coming into contact with any of Grantor's fences that may have become charged electrically by the Company's equipment.

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 the South Line Section 35-13-11 and ending at the Center Section 23-14-11, 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 Grantors 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 Grantors. In the event 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 Grantors on or before 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 August, 1930.

ATTEST: #####  
#Nebraska Power Company#  
S.E. Schweitzer #Seal: 1917. #  
Secretary #####

NEBRASKA POWER COMPANY  
By J.E. Davidson, President.  
Albert A. Pflug.

WITNESS:  
E.R. Anderson

Amanda Pflug  
Frank A. Pflug  
Grantors.

STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF SAPPY )

On this 15th day of August, 1930, before me the undersigned, a Notary Public in and for said County and State, personally appeared ALBERT A. PFLUG and AMANDA PFLUG, husband and wife, and FRANK A. PFLUG, widower, 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