

MISCELLANEOUS RECORD No. 7.

7000—STATE JOURNAL COMPANY, LINCOLN, NEB.

JOHN L. GAUTTER, et al.
to
NEBRASKA POWER COMPANY,
Contract, \$1.25 Pd.

Filed March 12, 1930, at 3 P.M.

County Clerk.

CONTRACT FILE NO. -----

This indenture made this 27th day of September, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and John L. Sautter and Mary L. Sautter, husband and wife, of the County of Sarpy 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 Sarpy County, State of Nebraska, to-wit: South Half of Northwest Quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$) Section Fourteen (14), North, Range twelve (12) east of the 5th. 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 east and west center line of section 14, 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 14.

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 13-14-12 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
27th. day of September, 1929. Nebraska Power Company,

Nebraska Power Company,

By Roy Page, Assistant General Manager.

Attest: S.E. Schwietzer, Secretary.

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#Nebraska Power Company, Seal, 1917.

WITNESSES:

John L. Sautter,

Mary Sautter, Grantor.

E.R. Anderson,
State of Nebraska,) On this 27th day of September, 1929, before me the undersigned,
County of Sarpy, (ss. a Notary public in and for said County and State, personally
appeared John L. Scutter and Mary Scutter, husband & wife, personally known to be the

appeared John L. Sautter and Mary Sautter, husband & wife, personally to me known to be the identical person(s) 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.
WITNESSESS my hand and notarial seal the date above written;
E.R. Anderson, General Notary Public,
#E.R. Anderson, General Notarial Seal # My Commission expires on the 9th. day of March, 1934.
#Douglas County, Nebraska, #
#commission expires Mar. 9, 1934. # Engineers Approval: F.E. Smith,