

MISCELLANEOUS RECORD No. 95

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 275 feet. The poles of the individual H frame shall be set on ten foot centers, the center line of said H frames being described as follow, to wit: Beginning at the SE corner of NE $\frac{1}{4}$ of said Section 29, thence running North along the east line of said section 29, to the NE corner of the NW $\frac{1}{4}$ of said section 29, thence in a northwesterly direction a distance of approximately 1400 feet to a point 34 feet west of the east line of Section 20, T-16 N; R-12E, thence north on a line 34 feet west of and parallel to the east line of said section 20 to the east and west center line of said Section 20.

The Company shall have the right to erect a steel structure just west of the north and south going public highway with the center line of tower being on the east and west center line of said section 20.

The Company agrees to pay \$20 for each and every anchor set on the above described property that is not located in a fence line and to pay \$100 in the event that the steel tower is erected, and also agrees that after the poles and anchors are set they shall not be moved to a different location without the consent of the Grantor.

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. All refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: Fell and trim brush and pile along top of bank.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the Company agrees to indemnify and save harmless the Grantor 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.

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 West $\frac{1}{4}$ corner Sec. 4; 15; 12, and ending at West $\frac{1}{4}$ corner Sec. 21; 16; 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,

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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 27 day of May, 1931.

ATTEST:
F. J. Moylan
Secretary.
Witnesses:
A. W. Berry



NEBRASKA POWER COMPANY
By Roy Page,
Vice Pres. & Assistant General Manager.
Mrs. S. A. Bates
John Bates
Florence Bates
Grantor
Engineer's Approval F. E. Smith.

State of Nebraska)
County of Douglas) ss. On this 27 day of May, 1931, before me the undersigned, a notary public in and for said County and State, personally appeared John Bates and Florence Bates and Mrs. S. A. Bates, 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.

A. W. Berry
Notary Public.



My commission expires on the 7 day of May, 1937.

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 June, A. D. 1931, at 9:30 o'clock, A.M.
Harry Pearce,

Register of Deeds

Compared by R&G.

9. Contract

Nebr. Power Company)
&) This indenture made this 7 day of May, 1931, by and between Nebr-
Sophia M. Knight & Hb.) aska Power Company, a corporation hereinafter called "The Company"
) and Sophia M. Knight and George W. Knight, husband and wife, 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 a sum to make a total payment of \$20.00 per pole for each and every pole set on the following described property, said sum to be paid 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: