

# MISCELLANEOUS RECORD, No. 88

G. E. Nelson

Notary Public.

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



State of Nebraska, )  
 )ss.  
 County of Douglas, )

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.

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### 9. Contract

Nebraska Power Company  
 &  
 William Blum & wf.

This indenture made this 17th day of September, 1929, by and  
 between Nebraska Power Company, a corporation hereinafter  
 called "The Company" and William Blum, who is also known as  
 William Bloom, and Lena E. Blum, his wife, of the County of Douglas, State of Nebraska, herein-  
 after 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:

West Half of the Southeast Quarter (W $\frac{1}{2}$  of SE $\frac{1}{4}$ ) Section Five (5), Township Fourteen (14) North, Range Twelve (12) 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 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 5 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 5.

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

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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 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 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 17th day of September, 1929.

ATTEST:

S. E. Schweitzer  
Secretary.

Witnesses:

E. R. Anderson



NEBRASKA POWER COMPANY

By Roy Page  
Assistant General Manager.

William Blum

Lena E. Blum

Grantor

Engineer's Approval F. E. Smith.

State of Nebraska )  
County of Douglas ) ss.

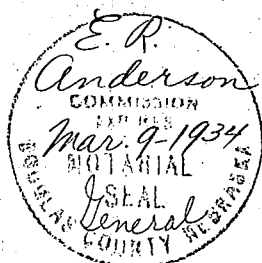
On this 17th day of September, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared William Blum, who is also known as William Bloom, and Lena E. Blum, his wife, personally to me known to be the identical persons who signed the foregoing instrument as 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.



# MISCELLANEOUS RECORD, No. 88

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.

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10. Contract

Nebraska Power Company  
&  
William Doll & wf.

This indenture made this 12th day of October, 1929, by and  
between Nebraska Power Company, a corporation hereinafter  
called "The Company" and William Doll and Sophie C. Doll,

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:

Northeast quarter (NE $\frac{1}{4}$ ) Section Thirty Two (32), Township Fifteen (15) North, Range Twelve (12) 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 said section 32 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 32.

Two certain down guys and anchors are to be located on the above described premises, said anchors to be located and set fifty feet north of and fifty feet south of the first "H" frame south of the north line of above described property.

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 trim trees under or within Twenty-five (25) feet of the Company's lines, and to 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 of said tree trimming to be such that the Company will have and can maintain a minimum tree clearance of ten feet under and twenty feet to the sides of the wires of its said transmission line; Company also to have the further right to remove entirely any limbs of trees that may hang over and above the said wires, or that may grow out to the point of hanging over or above said wires.