

MISCELLANEOUS RECORD No. 7.

FRANCIS H. FRICKE, ET AL. :

to :

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

NEBRASKA POWER COMPANY, :

Contract, \$1.25 Pd. :

County Clerk.

CONTRACT

FILE NO.----

This indenture made this 16th. day of October, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Francis H. Fricke and Mary Fricke, husband and wife, William Fricke, single, and Albert Fricke, single, 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 a sum \$o make a total of \$20.00 each, for each and every pole set on the hereinafter described property, said sum to be paid by the Company, 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: North Half of South West Quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$) Section Fourteen (14), 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 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 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 agrees to pay Grantor or tenant, as their interest may appear, for all damage done crops or fences during time of construction or repair of its transmission line.

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live-stock 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 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 16th. day of October, 1929.

Attest: S.R. Schwietzer,
Secretary,

NEBRASKA, POWER COMPANY,
By, Roy Page, Assistant General Manager.

#Nebraska Power Company Seal, 1917.
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WITNESSES: Frank Graham,
E.R. Anderson,

Francis H. Fricke,
Mary Fricke, Grantor,
William Fricke,
Albert Fricke, Grantor,

Engineers Approval: F.E. Smith.