

MISCELLANEOUS RECORD NO. 7.

MINNIE E. SANDY and HENRY G. SANDY,
(Wife and husband,) : Filed Dec. 11, 1930, at 11 A.M.

IDA I. HENDERSON, : *Joe E. Strange*
Articles of Agreement for Warranty Deed. \$1.15 Pd. : County Clerk, By *Rose M. Lovell*
Deputy.

Articles of Agreement for Warranty Deed.

ARTICLES OF AGREEMENT, Made this Fourteenth day of October, in the year of our Lord One Thousand Nine Hundred and thirty, BETWEEN Minnie E. Sandy and Henry G. Sandy, her husband, party of the first part, and Ida I. Henderson, party of the second part, WITNESSETH: That said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payment and perform the covenants hereinafter mentioned on her part to be made and performed, the said party of the first part will convey, and assure to the party of the second part, in fee simple, clear of all incumbrances whatever, by good and sufficient Warranty Deed, the following lot, piece, or parcel of ground, viz:

The West Half of the South East Quarter of the South West Quarter of Section 26 in township Thirteen Range Ten being 20 acres in Sarpy County, Nebraska, for the sum of Twenty seven hundred Dollars. All taxes including those of 1930 are to be paid by said Mrs. Sandy.

And the said party of the second part hereby covenants and agrees to pay to said party of the first part the sum of Twenty seven hundred DOLLARS, in the manner following, Seven hundred Dollars cash in hand paid, the receipt whereof is hereby acknowledged, and the balance Two Thousand Dollars when a deed and abstract showing good, clear and merchantable title to said land and a release from the tenant now in on the land in which he will agree to surrender and five possession of the land by January 1st, 1931. A check for \$4000 payable to Minnie E. Sandy is left with the National Bank of Ashland and said bank is authorized to surrender same to Minnie E. Sandy upon completion of contract, the whole sum remaining from time to time unpaid, and to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land, subsequent to the year.

And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on her part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by her on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and liquidation of all damages by her sustained, and she shall have the right to re-enter and take possession of the premises aforesaid, a deed is this day deposited in the National Bank of Ashland for said land and said bank is authorized to surrender same to Ida I. Henderson if title cannot be perfected or the Seven Hundred cash payment is not returned.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed, and Delivered : Minnie E. Sandy, (L.S.)
in the presence of : Henry G. Sandy, (L.S.)
F.E. White, Ida I. Henderson, (L.S.)

CHARLES E. SPRAGUE,

to : Filed Dec. 12, 1930, at 1 P.M.

NEBRASKA POWER COMPANY,

Contract \$1.25 Pd.

Joe E. Strange County Clerk,
By *Rose M. Lovell* Deputy.

C O N T R A C T .

This indenture made this 8th day of August, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company", and Charles R. Sprague, single, of the County of Sarpy and 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

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TWO MOSES JOURNAL COMPANY LINCOLN, NEB.

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:

Northwest Quarter (NW $\frac{1}{4}$) of North East Quarter (NE $\frac{1}{4}$) and also North Ten (10) acres of South West Quarter (SW $\frac{1}{4}$) of North East Quarter (NE $\frac{1}{4}$), all being in Section Fourteen (14), Township Thirteen (13) 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 lines of Section Fourteen (14) aforementioned, this making one pole five feet east of and one pole five feet west of said north and south center line of said Section Fourteen (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 in 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 trees and leave lying along fence. Grantor will remove same.

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 South line section 35-13-11 and ending at Center line 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 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 6th. day of August, 1930.

ATTEST:

S.E. Schwitzer, Secretary

Witnesses:

Frank Graham,

NEBRASKA POWER COMPANY,

By J.E. Davidson, Pres.

Charles R. Sprague, Grantor.

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#Nebraska Power Company, Seal 1917. #
#-----#-----#-----#-----#-----#-----#-----#

Engineer's Approval, F.E. Smith.

State of Nebraska,)

County of Sarpy, (SS. On this 6th. day of August, 1930, before me the undersigned, a notary public, in and for said County and State, personally appeared Charles R. Sprague, single, personally to be known to be the identical person(s) who signed the foregoing instrument as grantor and who acknowledged the execution thereof to be his 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.

#E.R. Anderson, Notarial Seal, General #

#Douglas County, Nebraska, #

#Commission expires Mar. 9, 1934. #

#-----#-----#-----#-----#-----#-----#-----# My Commission expires on the 9th. day of March, 1934.