

# MISCELLANEOUS RECORD No. 11

Sarpy County, Nebraska.

Donald Lair  
Gladys M. Lair  
Wife of Donald Lair

(Verification)

STATE OF NEBRASKA)

) ss.

COUNTY OF Douglas)

On this 17th day of December, 1941, before me, Elvira M. Wurster, a Notary Public duly appointed and qualified for and residing in said County, personally appeared Donald Lair and Gladys M. Lair, wife of Donald Lair, to me known to be the identical persons described in and whose names are affixed to the foregoing instrument, and acknowledged said instrument to be their voluntary act and deed.

WITNESS MY hand and seal at Omaha, Nebr., in said County, the day and year last above written.

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ELVIRA M. WURSTER NOTARIAL SEAL \*  
DOUGLAS COUNTY, NEBRASKA \*  
COMMISSION EXPIRES FEB. 19, 1942 \*  
\*\*\*\*\*

Elvira M. Wurster  
Notary Public

My commission expires February 19, 1942.

CHRISTINA K. STOLTENBERG & HS. :  
NEBRASKA POWER CO. :  
Cont. \$2.75 Pd. :

Filed December 31, 1941, at 4:30 o'clock P.M.

*Beau Carter*  
County Clerk

(2nd Ed.--Rev. 5-5-41)

### Standard TRANSMISSION LINE Contract

THIS INDENTURE, Made this 24th day of November, 1941, by and between Timme Stoltenberg (same as Christine K. Stoltenberg) and Albert Stoltenberg, wife and husband, and \_\_\_\_, his wife, of the County of Sarpy, State of Nebraska, hereinafter called the "Grantor(s)," and the NEBRASKA POWER COMPANY, a Corporation, hereinafter called the "Company,"

#### WITNESSETH:

That for and in consideration of \$5.00, receipt of which is hereby acknowledged by the Grantor(s), and the agreement by the Company further to pay \$100.00 for each two-pole "H" frame structure when the entire structure is located on the property hereinafter described, but, when less than the entire structure is located on the property hereinafter described, then only one-half of the amount last above-stated, which last above-stated amount is to be paid as hereinafter provided, and in further consideration of the mutual covenants and agreements herein contained, the Grantor(s) do(es) hereby grant and convey unto the Company, its lessees, successors and assigns, forever, the perpetual right, privilege, easement, right-of-way and authority to survey for, erect, construct, operate and maintain a high voltage electric transmission line or lines in, on and across the following described real estate, including the perpetual right to conduct surveys and install, repair, replace and remove poles, electric transmission lines, wires, cables, grounding devices, anchors, brace poles, stubs, guys, guy wires, buried conductors, either placed singly or running continuously underneath and parallel to the line or both, and other fixtures and appliances necessary or convenient in connection therewith, through, over, under, upon, along and across the property of Grantor(s) located in Sarpy County, State of Nebraska, more particularly described as follows:

The Northeast Quarter (NE $\frac{1}{4}$ ) except School District #3, of Section twenty (20) Township thirteen (13) Range thirteen (13).

together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from said property at all times, which said transmission line or lines will be along the following approximate route:

Beginning at a point approximately 450 feet east of the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-(20) Township thirteen (13) North, Range thirteen (13) East of the 6th P.M., thence South approximately 17 degrees East approximately 2200 feet, thence East approximately 35 degrees South to the South line of said Northeast Quarter of said Section twenty (20).

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and such grant shall run with and bind the aforesaid property.

The Grantor(s) do(es) hereby further grant unto the Company, its lessees, successors and assigns, forever, the permanent right, privilege and authority to cut down trees under or within twenty-five (25) feet each way from the center line of the Company's line, and to cut down or trim any trees or limbs of trees on either side of the center line of the Company's line as would be a hazard to or in any way interfere with said line, the Company to be the sole judge as to the necessity of cutting down, trimming or otherwise removing said tree or trees. All refuse or debris resulting from such tree felling or tree trimming or both shall be disposed of by cutting wood into 8-foot lengths, piling said wood along the adjacent property line and burning or otherwise disposing of all other refuse and debris. The Company shall also have the right to remove, or otherwise dispose of, anything within said twenty-five (25) feet each way from the center line of the Company's line which, in the Company's opinion, would be a hazard to said line or in any way interfere with said line or the construction, maintenance or operation thereof. The Grantor(s) further agree(s) that nothing will be constructed, erected or maintained within a distance of fifty (50) feet each way from the center line of the Company's line, which would be a hazard to such line or in any way interfere therewith.

The Company shall at all times exercise due care and diligence to avoid any injury or damage to the crops, live stock and other personal property of the Grantor(s), and the Company agrees to indemnify and save harmless the Grantor(s) or their lessee, as their interest may appear, from any and all damage or loss arising or occurring to such property solely by reason of the Company's negligence in the construction, operation and maintenance of said transmission line or lines or by reason of the Company's employees or agents actually going upon or actually entering upon the property herein described in connection with the construction, operation and maintenance of said transmission line or lines. It is further agreed that all claims for damages must be in writing and filed with the Company within thirty (30) days after such damages shall have occurred; otherwise, it is agreed that said claim for damages shall have been waived.

The Grantor(s) for themsel(ves), their heirs, executors, administrators, successors and assigns do(es) covenant and warrant that they (are) lawfully seized of said premises, that they ha(ve) good right and lawful authority to make such conveyance and that they, their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Company forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance. Said Grantor(s) further covenant that said real estate is free from encumbrance, except as follows:

Subject to last half of 1940 taxes.

The Company agrees that should the transmission line or lines constructed hereunder be abandoned for a period of five (5) 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 does not commence construction of its transmission line or lines, poles, wires, cables, anchors, brace supports, grounds, guys, guy wires and other fixtures and appliances thereon within a period of five (5) years from the date of this Contract, then this Contract shall become void and of no effect, and in such event the Company shall be absolved from the payment of the sum last above stated. The first sum <sup>above</sup> stated and paid, however, is to be the property of and to be retained by the Grantor(s).

The sum last above stated, to-wit, the amount to be paid on location of structures, shall be paid by the Company to the Grantor(s) or, at the option of the Company, or, at the direction of the Grantor(s), to the Grantor(s), Mortgagee(s), if any, Lessee(s), if any, and any other person or persons having a prior interest, but only after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Lessees of said property or other persons in possession at the date of this Contract, and after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest, upon this instrument, or have otherwise obtained and deposited with the Company releases, waivers or subordination agreements from such Mortgagees, Lessees or such other persons substantially to the effect of the agreements herein inscribed.

The Grantor(s), for themsel(ves), their heirs, executors, administrators, successors and assigns, do(es) further agree that no claim shall ever be made against the Company, its lessees, successors and assigns, for any depreciation in value of said land by reason of the location of said transmission line or lines of said property, and the Grantor(s) do(es) further agree that they, their heirs, executors, administrators, successors and assigns, will not directly or indirectly interfere with said transmission line or lines and will cooperate with the Company in the erection, construction, operation and maintenance of said transmission line or lines.

It is further agreed that the Company has the right to commence construction of said transmission line or lines upon notification by the Company in writing to the Grantor(s) of its intent to commence said construction.

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It is further agreed that no agent, employee, or other representative of the Company has authority to change the terms of this Contract or to waive any of its provisions, and no change in this Contract shall be valid unless in writing and signed by an executive officer of the Company, and that this Contract shall be of no force and effect until signed by an executive officer of the Company.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) and the Company has caused the due execution of this instrument by its officers hereunto duly authorized in triplicate, this 24th day of November, 1941.

In the Presence of:

Orville Entenman

Christina K. Stoltenberg  
Albert Stoltenberg  
Grantor(s).

\*\*\*\*\*  
NEBRASKA POWER COMPANY\*  
SEAL 1917 \*  
\*\*\*\*\*

NEBRASKA POWER COMPANY,  
By Roy Page  
Its Vice Pres.  
Attest: T. F. Hanley  
Its Asst. Secretary  
Company

O.K.  
C W M

STATE OF NEBRASKA, )  
( SS.  
COUNTY OF Sarpy, )

On this 24th day of November, 1941, before me, the undersigned Orville Entenman, a Notary Public, duly commissioned and qualified in and for said County and State, personally came Christina K. Stoltenberg and Albert Stoltenberg, her husband, to me known to be the identical person whose name(s) are affixed to and who executed the foregoing instrument as Grantor(s) and they acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

\*\*\*\*\*  
ORVILLE ENTENMAN NOTARIAL SEAL \*  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES APRIL 5, 1945 \*  
\*\*\*\*\*

Orville Entenman  
Notary Public.

### CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor(s) and the division thereof according to the separate agreement of the Grantor(s) and the undersigned to their mutual satisfaction, and, in the case of a Lessee, in consideration of the indemnity by the Nebraska Power Company as to crop damage as the interest of Grantor(s) and Lessee may appear, the undersigned, being the Lessee or otherwise in, or entitled to the, possession of the property described in the foregoing Contract, or otherwise possessing an interest in the property described in the foregoing Contract, hereby consent(s) to the survey for and construction of the Electric Transmission line or lines across the property therein described, in accordance with the terms of the said Contract, and, insofar as the interest of the undersigned is affected by the said Electric Transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said Contract, and hereby expressly subordinates such interest to the rights granted to the Nebraska Power Company by such Contract.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof, this 24th day of November, 1941.

In the Presence of:

Orville Entenman

STATE OF NEBRASKA, )  
( SS.  
COUNTY OF Sarpy, )

Arthur H. F. Stoltenberg  
Hans P. Steenbock

On this 24th day of November, 1941, before me, the undersigned Orville Entenman, a Notary Public, duly commissioned and qualified in and for said County and State, personally came Arthur H. F. Stoltenberg and Hans P. Steenbock, to be known to be the identical person whose name is affixed to and who executed the foregoing instrument as lessees and they acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

\*\*\*\*\*  
ORVILLE ENTENMAN NOTARIAL SEAL \*  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES APRIL 5, 1945\*  
\*\*\*\*\*

Orville Entenman  
Notary Public.