

MISCELLANEOUS RECORD NO. 7.

North line of Lot 243

FRANCIS H. FRICKE, ET AL. :
to : Filed March 12, 1930, at 3 P.M.
NEBRASKA POWER COMPANY, :
Contract, \$1.25 Pd. : _____ County Clerk.

C O N T R A C T. 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 to 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 1/2 of SW 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 the soil 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.E. Schwietzer, Secretary.

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

Nebraska Power Company Seal, 1917.

WITNESSES: Frank Graham, E.R. Anderson.

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

Engineers approval: F.E. Smith.

MISCELLANEOUS RECORD NO. 7.

STATE OF NEBRASKA,)

County of Sarpy, (SS. On this 16th. day of October, 1929, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Francis M. Fricke and Mary Fricke, husband and wife, William Fricke, single and Albert Fricke, single, personally to me known to be the identical person(s) 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,

General Notarial Seal
E.R. Anderson,
Douglas County, Nebraska.
Commission expires Mar. 9, 1934

My commission expires on the 9th. day of March, 1934.

TERESE MAILLENDER, & HUSB. :
to :
NEBRASKA POWER COMPANY, :
Contract 91.29 Pd. :

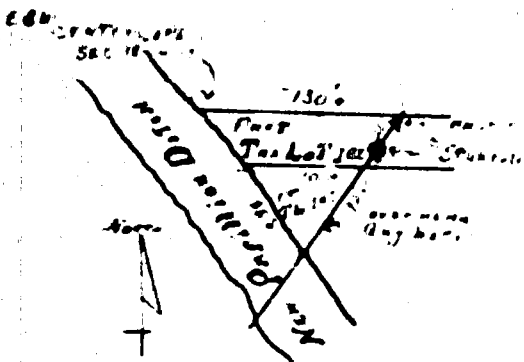
Filed March 12, 1930, at 3 P.M.

County Clerk.

CONTRACT

This indenture made this 4th. day of March, 1930, by and between Nebraska Power Company, a corporation hereinafter called "Company" and Therese Mailender and Joseph F. Mailender, wife and husband, of the County of Douglas, State of Nebraska, hereinafter called "Grantors",

WITNESSETH: That for and in consideration of \$1.00 and other consideration, recited whereof is hereby acknowledged by the Grantors, and mutual covenants and agreements herein contained the Grantors do hereby grant and convey unto the Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right of way to install, operate and maintain at the points shown on the herein sketch, one (1) certain "stub anchor" pole together with necessary overhead and down guy wires and anchor, over, upon and above the following described property, situated in Sarpy County, State of Nebraska, to-wit: West One Hundred Thirty (130) feet of Tax Lot One-B-Two (1B2) and, That part of Tax Lot One-A-One (1A1) lying northwesterly of the following described line, to-wit: Beginning at a point on the north line of said tax lot 1A1, said point being 100 feet more or less east of east bank of New Kapillion Drainage Ditch, running thence southwesterly to the intersection of said east bank of ditch, said point of intersection being 65 feet more or less southeast of the point of intersection of the north line of said tax lot 1A1 and the east bank of said ditch, all being in Section 18, Twp. 14 North, Range 13, east of the 6th. PM.



The said "stub anchor" pole together with necessary overhead and down guy wires and anchor shall be permanently located in said premises as shown in the sketch herein, and as the same are now located and set and mutually agreed upon by and between the parties hereto.

The Grantors do 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 Grantors adjacent thereto for the purpose of constructing, repairing and maintaining said equipment upon the property above described.

Company agrees to be liable for and reimburse Grantors or tenants, as their interest may appear, for all damage done crops or fences during time of construction or repair of its equipment upon the property above described.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

Attest: F.J. Loylan, Assistant Secretary,
Witness:

NEBRASKA POWER COMPANY
By Roy Page, General Manager,
Therese Mailender

E.R. Anderson,

Joseph F. Mailender, Grantors.

Nebraska Power Company, Seal, 1917.

State of Nebraska,) On this 4th. day of March, 1930, before me the undersigned, a Notary Public, in and for said County and State, personally appeared Therese Mailender and Joseph F. Mailender, wife and husband, personally to me known to be the identical persons who signed the foregoing instrument as Grantors 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,

E.R. Anderson, General Notarial Seal,
Douglas County, Nebraska.
Commission expires Mar. 9, 1934.

Commission expires March 9th, 1934.
Engineer's approval: F.E. Smith,