

MISCELLANEOUS RECORD, NO. 6.

THOMAS HOCTOR,

and

NEBRASKA POWER CO.
Contract, \$3.00 Pd.

Filed April 27, 1927, at 10 A.M.

J. E. Starn
County Clerk.

CONTRACT

THIS INDENTURE, made this 21st day of December, 1926, by and between Nebraska Power Company, a corporation, hereinafter called the Company, and Thomas Hoctor, widower, hereafter called the Grantor,

WHEREAS, Lyman-Richey Sand & Gravel Company, a corporation, is the owner of land hereinafter on the North side of the Platte River in Sarpy County, adjacent described, situate to and west of the right-of-way of the tracks of the Missouri Pacific Railroad Corporation in Nebraska, where said railroad track crosses said Platte River, and

WHEREAS, the grantor has entered into a contract with said Lyman-Richey Sand & Gravel Company, dated the 9th day of November, 1921, a copy of which contract is hereto attached, marked Exhibit "A", by the terms of which contract said grantor has leased said land for a period from January 1st, 1923, to January 1st, 1928, and

WHEREAS, the Company is desirous of constructing an electric transmission line across said property and across said Platte River, and for that purpose establishing and constructing towers and anchor towers on grantor's property,

NOW THEREFORE, in consideration of Four Hundred (\$400.00) Dollars, receipt of which is hereby acknowledged, by the grantor, and the mutual covenants and agreements herein contained, the grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, during the period covered by the afore-mentioned lease between the grantor and the Lyman-Richey Sand & Gravel Company, the perpetual right, privilege, easement and right-of-way to construct, operate and maintain its poles, electric transmission lines, necessary wires, guys, supports,

cross arms, towers, anchor towers and other fixtures and appliances over, above, and along the following described property, situated in Sarpy County, State of Nebraska, to-wit:

That part of Tax Lot B-2 of the Southeast quarter of Section 27, Township 13, North Range 13 East of the 6th P. M., lying west of and adjacent to the right-of-way of the Missouri Pacific Railway Company.

The electric transmission line and the towers and anchor towers shall be built according to the general specifications and restrictions attached hereto and hereby made part hereof, and marked Exhibit "B".

Grantor further grants and conveys unto the Company, its lessees, successors and assigns, the perpetual right, privilege and easement to construct, operate and maintain its electric transmission lines across the Platte River from the tower erected on the north side of said River, in said Section 27, Sarpy County, above described, to the tower located on the South side of said River in said Section 34, Cass County, above described, the location of which transmission line, crossing said Platte River being designated on Exhibit "C" in yellow.

The Grantor does hereby grant unto said Company, its lessees, successors and assigns the right, privilege and authority to enter upon and pass over said property, and the property of Grantor adjacent thereto, and to cut down or trim any trees along said transmission line or route necessary to keep said line or lines and wires and equipment clear and unobstructed and for said tree trimming and clearance purposes the Company is hereby given the right, privilege and authority to cut and clear trees adjoining said electric lines for a space of fifty (50) feet on each side thereof. The Company is further authorized to enter upon and over said premises with access thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

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The Company agrees to indemnify and save harmless the Grantor from any and all damage arising or occurring to any person or property, by reason of the negligent construction, operation and maintenance of said transmission line during the life of this easement.

The Grantor does hereby release the Company from any and all claim for damages to person or property of whatsoever nature, which Grantor may have against the Company up to the date of the execution of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 21st day of December,

Attest:

S. E. Schwitzer
Secretary.

Nebraska Power Company,

By E. J. Page, ASST. Secy.

WITNESS:

E. R. Anderson

Thomas Hockett
Grantor

Nebraska Power Company Seal.

State of Nebraska,
County of Douglas,

On this 21 day of December, 1926, before me, a Notary Public duly commissioned and qualified for said County, personally came the above named Thomas Hockett, personally known to me to be the identical person whose name is affixed to the above instrument as Grantor, and he acknowledged the instrument to be his voluntary act and deed.

Witness my hand and official seal at Omaha, in said Douglas County, Nebraska, this 21st day of December, 1926.

C. F. Hanley, Notary Public

THIS INSTRUMENT, made this ninth day of November, A. D. 1921, between Lyman Richey and Co., party of the first part, and Thomas Hockett, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of its covenants of the said party of the second part, hereinafter set forth, do by these presents lease to the said party of the second part, the following described property, to-wit: All that part of Section 27, Twp. 13 N. of R. 13, East of the 6th P. M. in S.C.H. that lies southerly of the La Platte Public Road running in a northeasterly direction through said section 27, but excepting therefrom the right-of-ways of the Missouri Pacific Railroad and the C.B. & Q.R.R. through said land, and containing 100.31 acres, more or less, and also excepting therefrom 2.69 acres conveyed to T.E. Pollock by deeds recorded in Book 44 at Page 516 and Page 517 of the records in the office of the Co. Clerk of Sarpy Co., Nebr; and Tax Lot 8 and Government Lot 3 in Section 26, Twp. 13 N. of R. 13 East of the 6th P. M. containing about 59 acres. The part of the herein leased land to be for agricultural purposes only, the first party reserving the right to enter upon and use any of the above leased land for the purpose of excavating and shipping sand and gravel, and to use the land for purposes incidental to these operations.

TO HAVE AND TO HOLD the same unto the said party of the second part from the first day of January, 1923, to the first day of January, 1948.

And the said party of the second part, in consideration of the leasing of the premises above set forth, covenants and agrees with the party of the first part, to pay the said party of the first part as rent for the same the sum of Seven Thousand Five Hundred Dollars, payable as follows, to-wit: \$150.00 on January 1st, 1923; \$150.00 on July 1st, 1923, and \$150.00 on January 1st and \$150.00 on July first of each year thereafter during the term hereof provided; however, that in the event the said first party shall under the reservations

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at hereinbefore made occupy and use any or all of that part of the lands that there shall be allowed to and deducted annually from the rent reserved as hereinbefore specified the sum of \$2.00 per acre for the land so occupied and used by the party of the first part. And as part of the consideration for the leasing of these premises the party of the second part agrees to clear of all trees and underbrush all of Tax Lot 8 and Government Lot 3, previous to January 1st, 1924, and to clear of trees and underbrush all that part of the above lands lying south and east of the C.B. - G. Railroad, excepting a strip along the river as shown in red on the attached plat, which plat is made a part of this lease.

The said party of the second part further covenants with the said party of the first part, that at the expiration of the time mentioned in this lease, peaceable possession of the said premises shall be given to the said party of the first part, in as good condition as they now are, the usual wear, inevitable accidents and loss by fire excepted; and that upon the non-payment of the whole or any portion of the said rent at the time when the same is above promised to be paid, the said party of the first part may at its election either distrain for said rent due, or declare this lease at an end and recover possession as if the same was held by forcible detainer; the said party of the second part hereby giving any notice of such election or any demand for the possession of the said premises.

AND IT IS FURTHER COVENANTED AND AGREED between the parties aforesaid that the party of the second part shall have the right, within 60 days after the termination of this lease, to remove all permanent buildings and improvements that he has placed on the premises, such removal not to include any re-building of improvements that are already on the land.

The covenants herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this lease.

Witness the hands and seals of the parties aforesaid.

(s) Thomas Hector SEAL

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

On this 10th day of November, A. D. 1921 before me, the undersigned Harold W. Graham, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Lyman Richey Sand Co., by H. E. Curtis, Pres. & H. R. Schellberg, Secy., the lessor and Thomas Hector, the said lessee, to be known to be the identical persons whose names are affixed to the foregoing instrument as lessors and Lessee and acknowledged said instrument to be their voluntary act and deed.

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

(Seal)

(s) Harold W. Graham, Notary Public.

My commission expires 27th day of March, 1925.

The river crossing shall be supported by steel towers approximately one hundred (100) feet high erected on concrete foundations. The said towers shall be either self-supporting or semi-flexible and shall be adequately anchored and guyed, and of the proper strength to withstand the breakage of all electrical conductors on either side of any tower. The said towers, anchors and guys shall be designed to have adequate factors of safety for grade B heavy loading as specified in the National Electric Safety Code.

The electric transmission line approaching the river crossing from the North and South shall in general be built with two-pole structures, commonly called H-Frames. These poles and structures shall in general be spaced six hundred (600) feet apart and shall be spaced not less than three hundred (300) feet apart. The Company shall endeavor to erect and maintain a minimum number of poles and pole structures consistent with good and safe construction.

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No high voltage conductor of the electric transmission line shall be less than twenty feet above the ground at a temperature of sixty (60) degrees Fahrenheit.

Exhibit "C"

