

MISCELLANEOUS RECORD NO. 7.

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 19th day of March, 1939.

HERBASKA POWER COMPANY

Nebraska Power Company, Seal 1917 #

ATTEST: *William S. Schaefer*

S. S. Schaefer, Secretary

WITNESSES:

John E. Strawn

Engineers Approval

STATE OF NEBRASKA)

COUNTY OF SARRE) ss.

public in and for said County, and that personally appeared William S. Schaefer and Albert S. Ricker and Harold W. Ricker and John S. Ricker, husband and wife personally to me known to be the identical persons 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 official seal the date above written.

Notary Public for the State of Nebraska

John E. Strawn

Notary Public for the State of Nebraska

HERBASKA POWER COMPANY:

HANS H. RAHN & WIFE

Contract \$150.00

Filed June 13, 1939, 11:20 clock A.M.

County Clerk

File No.

John E. Strawn

This indenture made this 19th day of March, 1939, by and between HERBASKA POWER COMPANY, a corporation hereinafter called "The Company" and Hans H. Rahn and Catherine Rahn, husband and wife of the County of Sarre 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 the sum of \$25.00, 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 Sarre County, State of Nebraska, to wit: The Southeast Quarter (Sec. 4) Section Twenty-three (23) Township Fourteen (14) North Range Twelve (12) East of the 6th P.M.

The electric line shall be of double pole construction, commonly called "H frame construction", with a spacing generally approximately 600 ft. and not less than 300 ft. between "H" frames. The poles of the individual "H" frames shall be set on 10 foot centers, the center line of said "H" frames being the east and west center line of the said Section 23; this maximum pole 5 feet north of and one pole 5 feet south of said east and west center line of said section 23.

The Grantor does hereby 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: Company agrees to be liable for and pay for all damages done either to crops or fences of Grantor at time of construction or repair of said electric line;

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock 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 East line Sec. 20-14-13 and ending at West line of Sec. 23-14-12, 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 held the property of the Grantor. In the event said 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 and 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 systems herein described, applying to the same the same terms and conditions as herein stated. IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 19th day of March, 1929.

NEBRASKA POWER COMPANY
By *R. J. Zage*
Asst. General Manager.

Witnessed by
Hans L. Ehn
Of District Clerk
Engineer's Approval: *J. E. Smith*

ATTEST:
J. E. Schaefer
Notary Public

STATE OF NEBRASKA,
County of Sarpy,
On this 19th day of March, 1929, before me the undersigned, a notary Public in and for said County and State, personally appeared Hans L. Ehn and Catherine Ehn, his wife, personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.
J. E. Schaefer
Notary Public.
My Commission expires on the ---day of ----, 19---.

NEBRASKA POWER CO. :
and :
JOHN L. SAUTTER & WIFE :
Contract \$1,500.00. :
Filed June 18, 1929, 11 o'clock A.M.
County Clerk: *J. E. Schaefer*

CONTRACT
This indenture made this 9th day of March, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and JOHN L. SAUTTER and HARRY SAUTTER, husband and wife of the County of Sarpy State of Nebraska, hereinafter called "Grantor";
WITNESSETH: That for and in consideration of the sum of \$5.00, receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$100.00, 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 of 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: South one-half of North West One-Quarter (S40R24) and also Southwest One-Quarter of Northwest One-Quarter (S40R24), all being in Section Twenty three (23), Township fourteen (14), North,