

# 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 Elizabeth Fricke, single personally to me known to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purpose therein expressed.

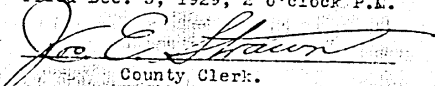
WITNESS my hand and notarial seal the date above written.

#####  
#E.R. Anderson Notarial Seal Commission Ex-#  
#pires Mar. 9, 1934 Douglas County, Nebraska#  
#####

E.R. Anderson  
General Notary Public.  
My Commission expires on the 9th day of March,  
1934.

F. M. BLEZEK & wf. :  
to :  
NEBRASKA POWER COMPANY. :  
Contract \$1.50 pd. :

Filed Dec. 5, 1929, 2 o'clock P.M.



County Clerk.

### CONTRACT

File No.----

This indenture made this 14th day of October, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and F. M. Blezek and Catherine Blezek, husband and wife of the County of Bon Homme State of South Dakota, 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 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 Half of Northeast Quarter (S of NE 1/4) Section Fifteen (15), Township Fourteen (14) North, Range Twelve (12) east of the 6th EM.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 500 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 15 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 15.

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 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 by the Company.

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 accruing to such property solely by reason of the construction, operation and maintenance of said transmission lines.

The Company agrees that should the transmission lines set hereunder be abandoned for a period of five years, the right of way or easement hereunder 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 Center section 17-14-12 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

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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 14th day of October, 1929.

ATTEST: NEBRASKA POWER COMPANY  
 S.E. Schweitzer #Nebraska Power Company 1917 Seal# By Roy Page  
 Secretary ##### Assistant General Manager.  
 WITNESSES: F.M. Blezek  
 E.R. Anderson, as to both parties. Catherine Blezek *grantor*  
 Engineer's Approval P.E. Smith.

STATE OF SOUTH DAKOTA )  
COUNTY OF BON HOUTE ) SS.

In this 14th day of October, 1929, before me the undersigned, a notary public in and for said County and State, personally appeared F.M. Blezek and Catherine Blezek, 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 notarial seal, the date above written.  
 #####  
 #A.G. Honner Notary Public # A.G. Honner  
 #South Dakota # Notary Public.  
 My Commission expires on the 2 day of Oct., 1932.

ANNIE PETERS & hus. :  
 to :  
 NEBRASKA POWER CO. : Filed Dec. 5, 1929, 2 o'clock P.M.  
 Contract \$1.50 pd. A :  
 \_\_\_\_\_  
 County Clerk.

### CONTRACT

This indenture made this 22nd day of November, 1929, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Annie Peters and Fred Peters, wife and husband 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 the sum of \$275.00, 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 Sarpy County, State of Nebraska, to wit: East Half of the Northwest Quarter (E $\frac{1}{2}$  of NW $\frac{1}{4}$ ), and also, all that part of the NorthEast Quarter of the Southwest Quarter (NE $\frac{1}{2}$  of SW $\frac{1}{4}$ ) lying northerly and easterly respectively of the Burlington and Union Pacific Railroads rights of way, all being in Section Seventeen (17), Township Fourteen (14) North, Range Twelve (12) east of the 6th PL.

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 feet centers, the center line of said "H" frames being the north and south center line of said section 17 aforementioned, this making one pole five feet west of and one pole five feet east of said north and south center line of said section 17.

One certain anchor together with necessary down guy wires shall be located on the above described property, said anchor to be located and set fifty feet west of a certain single-pole corner pole located and set slightly northeasterly of the center of said section 17 aforementioned.

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 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 pay Grantor for all damage done to