

MISCELLANEOUS RECORD, No. 83

by purchase, easement or otherwise over and across all of the intervening property, commencing from Center Sec (3) T15N, R12E and ending at W line Sec (1) T15N, R10E, so as to construct its poles, transmission lines, guys, supports, cross arms and other fixtures and appliances thereon, when the Company shall notify the Grantor in writing of its inability to obtain the said right-of-way and upon the 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 15th day of December 1927.

Attest: S. E. Schaeitler, Secretary. Witnesses C. A. N. Armstrong

Nebraska Power Company Seal

NEBRASKA POWER COMPANY By Roy Page Ass't General Manager Catharina Glissmann Grantor.

State of Nebraska) ss. County of Douglas)

On this 15th day of December 1927, before me the undersigned, a Notary Public in and for said County and State, personally appeared Catharine Glissmann 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.

T. F. Hanley Seal

T. F. Hanley Notary Public.

My commission expires on the 4 day of February 1932.

State of Nebraska) County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office, in said County, the 15th day of May A. D. 1928, at 1:45 o'clock P. M. Harry Pearce Register of Deeds

Compared by W&R.

15. Contract Nebraska Power Company and Henry Hansen Sr. et al

THIS INSTRUMENT, made this 10th day of December 1927 by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Henry Hansen Sr. and Eliza Hansen, and Henry Hansen Jr. & Anna S. Hansen, husbands and wives, of the County of Douglas State of Nebraska, hereinafter called "Grantor";

Witnesseth: That for and in consideration of \$10.00 receipt whereof is hereby acknowledged by the Grantor and the further payment of the sum of \$110.00 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,

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necessary wires, guys, supports, cross arms and other fixtures and appliances, over, upon, along, and above the following described property, situated in Douglas County State of Nebraska, to-wit:

Along the south line of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 4, and also along the South line of the South one-half of the Northwest one-quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$) and of the West one-half of the Northeast one-quarter (W $\frac{1}{2}$ of NE $\frac{1}{4}$) being in section 3, all above described being in Township 15 North, Range 11 East of the 6th P. M. The Electric transmission line shall be built of two pole structures commonly called H-frames, these structures to be located generally approximately thirty rods (495 ft) apart, and not less than eighteen rods (297 ft) apart. The two poles of the H-frames shall be set ten (10) ft apart, one pole of each structure being located five (5) ft North and the other pole five (5) ft south of the East and West center line of the said Sections three and four (3 and 4). The conductors shall be sagged so that they will clear the ground eighteen (18) ft at 60° Fahrenheit.

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 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 line 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.

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 Grantors from any and all damage and loss arising or occurring to any person or property wholly, exclusively, and proximately by reason of the Company's negligence in the construction, operation and maintenance of said transmission line during the lifetime of this easement.

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 Center Sec (3) T15N, R12E and ending at W Line Sec. (1) T15N, R10E, so as to construct its poles, transmission lines, guys, supports, cross arms 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 the 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 10th day of December 1927.

Attest: S. E. Schweitzer
Secretary

Witnesses: C. A. N. Armstrong
E. R. Anderson

NEBRASKA POWER COMPANY

By Roy Page Ass't General Manager

Henry Hansen, Sr.

Elisa Hansen

Henry Hansen, Jr.

Anna S. Hansen, Jr.

Grantor

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State of Nebraska)
) ss.
County of Douglas)

On this 10th day of December 1927, before me the undersigned, a Notary Public in and for said County and State, personally appeared Henry Hansen Sr. & Eliza Hansen, and Henry Hansen Jr. & Anna S. Hansen, personally to me known to be the identical persons who signed the foregoing instrument as Grantors and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

John R. Lake
Notary Public.

My commission expires on the 29th day of October 1933.

State of Nebraska)
County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office, in said County, the 15th day of May A. D. 1928, at 1:45 o'clock P. M.
Harry Pearce

Register of Deeds

Compared by H&R.

W. Waiver)
The Westland Realty Co.)
 to)
Whose It May Concern.)

KNOW ALL MEN BY THESE PRESENTS That the undersigned, The Westland Realty Company, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby releases, waives, cancels and discharges all right or claim of reversion of title to The Westland Realty Company, its successors or assigns, arising or existing, or hereafter to arise or exist, by reason of any violation of the restrictive clauses in those two certain warranty deeds, the first dated December 5, 1913, filed for record on May 4 1914, in the office of the Register of Deeds in Douglas County, Nebraska, in Book 373 of said records, at page 560, whereby said The Westland Realty Company conveyed to Sidney A. Stuetzel, property in the County aforesaid, described as Lot 202 in Overlook Addition to the City of Omaha as surveyed, platted and recorded; and the second dated July 1, 1915, filed for record on July 8 1915, in the office of the Register of Deeds of said County in Book 390 of the said records at Page 113, whereby said The Westland Realty Company conveyed to Fred Kagle property in said County, described as Lot 308 in Overlook, an addition to said City of Omaha, as surveyed, platted, and recorded.

Witness the corporate seal of said The Westland Realty Company and the execution of said instrument by its President and Attestation by its Secretary, this 14th day of May 1928.

THE WESTLAND REALTY COMPANY.
By Ellen D. Scott President.
Secretary

State of Nebraska)
) ss.
County of Douglas)

On this 14th day of May 1928, before me, a Notary Public in and for said County, personally came Ellen D. Scott, President of The Westland Realty Company, to me personally known to be the President and identical person whose name is affixed to the above Waiver and acknowledged the execution thereof to be her voluntary act and deed as such officer, and the voluntary act and deed of the said The Westland Realty Company.

Witness my hand and seal the day and year last above written.