

MISCELLANEOUS RECORD, No. 84

25333-OMAHA PRINTING CO., OMAHA

33. CONTRACT.)
Nebraska Power Co.)
and)
George Toensfeldt & wf.)

THIS INDENTURE made this 15 day of December, 1927, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and George Toensfeldt and Maude Toensfeldt, husband & wife, of the County of Douglas 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 mutuall 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, 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 North line of the East one-half of the Southeast one-quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section #2, Township 15 North, Range 11 East.

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 ceter line of Section (2).

The conductors shall be sagged so that they will clear the ground (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) T 15 N. R 12 E and ending at W line Sec (1) T 15 N., R 10 E 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

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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 15 day of December, 1927.

ATTEST:

S. E. Schweitzer,
Secretary.



NEBRASKA POWER COMPANY,

By Roy Page,
Ass't. General Manager

Witnesses:

C. A. N. Armstrong

George Toensfeldt

Maude Toensfeldt

Grantor.

State of Nebraska,)
County of Douglas) ss.

On this 15 day of December, 1927, before me the undersigned, a Notary Public in and for said County and State, personally appeared George Toensfeldt & Maude Toensfeldt, 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.

T. F. Hanley

Notary Public.



My commission expires on the 4 day of February, 1932.

State of Nebraska,)
Douglas County,) ss.

Entered in Numerical Index and filed for Record in the Register of Deeds' Office of 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.

34. CONTRACT.

Nebraska Power Company

and

Amanda W.E. Dreessen, et al.)

THIS INDENTURE made this 21st day of December, 1927, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Amanda W. E. Dreessen, Widow, Herman Dreessen, single; Julius Dreessen, single; Fredrich G. Dreessen and Mina Dreessen, husband and wife; and Anna Dreessen Doll and Albert C. Doll, wife and husband, of the County of Douglas, 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, 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: