

Affects. Lots 166, 153-158, 220 & 222

MISCELLANEOUS RECORD, No. 90

expressed.

WITNESS my hand and notarial seal the day and year above written.

E. R. Anderson,  
General Notary Public.

My commission expires the 9th day of March, 1934.



State of Nebraska )  
County of Douglas )

Entered in Numerical Index and filed for Record in  
the Register of Deeds Office of said County, the  
4th day of December, A. D. 1929, at 1:30 o'clock P. M.

Harry Pearson.

Register of Deeds.

Compared by RAR.

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22. Contract. ) This indenture made this 31 day of October, 1929, by

Frank A. Pedersen, et al ) and between Nebraska Power Company, a corporation hereinafter called  
and ) "The Company" and Frank A. Pedersen & Emma Pedersen, husband & wife,  
) Walter W. Pedersen, single, Charles N. Pedersen, single, and Fred O.  
Nebraska Power Company ) Pedersen, single 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 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 here in 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 Douglas County, State of Nebraska,  
to-wit:

North East Quarter of North West Quarter (NE, of NW 1/4) Section Thirty Two (32), Township  
Fifteen (15) North, Range Twelve (12) east of 6th P. M.

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 foot centers, the center line of said "H" frames being the north and south center line  
of said section 32 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 32.  
Three certain down guys and anchors are to be located on the first structure south  
of the North line of the above described property, said anchors to be set fifty feet north,  
fifty feet south, and twenty feet west of the west pole of said structure.

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 or  
trees on either side thereof as would be a hazard to said lines in breaking or sagging.

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over or against said lines. All refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to-wit:

Cut main log into six foot lengths. Branches into ten foot lengths. Clean up and burn brush. Pile wood along fence.

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

The Company agrees that should the transmission lines constructed hereunder be abandoned for a period of five years, the right of way or easement hereby secured 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 north line section 32-15-12 and ending at center section 17-14-12 so as to construct its poles, transmission lines guys, supports and other fixtures and appliances thereof, 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 31 day of October, 1929.

ATTEST:

F. J. HUGHES,  
Notary Public

Witnesses:

R. H. Anderson, as to all parties



NEBRASKA POWER COMPANY

By Roy Pass, Assistant General  
Manager.

Frank L. Pedersen

Emma Pedersen

Walter W. Pedersen

Charles N. Pedersen

Fred C. Pedersen.

Grantor

Engineer's Approval.  
F. E. Smith

State of Nebraska )  
County of Douglas ) 80.

On this 31st day of October, 1929, before me the undersigned, a Notary Public in and for said County and State, personally appeared Frank A. Pedersen & Emma Pedersen, husband and wife, Walter W. Pedersen, single, Charles N. Pedersen, single, and Fred C. Pedersen, single, 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.

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WITNESS my hand and notarial seal the date above written.

L. R. Anderson,  
General Notary Public.

My commission expires on the 9th day of March, 1934.



State of Nebraska )  
                  ) ss.  
County of Douglas)

entered in Numerical Index and filed for Record in  
the Register of Deeds Office of said County, the  
4th day of December, A. D. 1929, at 1:30 o'clock P. M.  
Harry Pearce,

Register of Deeds.  
Compared by BeR.

23. Contract. )  
Agnes Parisot )  
                  ) and  
Nebr. Power Company )  
                  ) hereinafter called "Grantor".

WITNESSETH: That for and in consideration of \$5.00 receipt whereof is hereby acknow-  
ledged by the Grantor and 1/10 further payment of the sum of \$35.00, 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 for a term of Fifty (50) years from  
date hereof, the 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, situate in Douglas County, State of Nebraska, to-wit:  
Northwest one-quarter of South West one-quarter (N.W. 1/4 SW 1/4) Section 9 Township 15 North,  
Range 12 East of the 6th P. M.

The electric transmission line shall be of double pole construction, commonly called  
"H" frame construction, with a spacing of approximately 528 feet (32 rods) and not less than 222  
feet (18 rods) between structures. The poles of each "H" frame shall be set on ten (10) foot  
centers, one pole being Four (4) feet out in the road along the west side of above described  
property, and the other pole being Six (6) feet in from the west boundary line of said property.  
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 property of the Grantor  
immediately under and within fifty (50) feet East of the line for the purpose of constructing,  
repairing, operating and maintaining said lines and equipment upon the property above described.  
Company shall always as far as practical confine its operations within the said strip.

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: "

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