

MISCELLANEOUS RECORD, No. 82

242066-OMAHA PRINTING CO., OMAHA

42. Contract. } This indenture made this 24th day of January, 1928, by and
 Nebraska Power Company } between Nebraska Power Company, a corporation hereinafter called "The
 and } Company" and Estate of John J. Lebbert, by C. Henry Lebbert, life tenant,
 C. Henry Lebbert } of the Province of Saskatchewan of Dominion of Canada, 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 \$60.00 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:

Along the South line of the following: The West one half of the Northwest one quarter (W 1/2 of NW 1/4) and the East one half of the Northeast one quarter (E 1/2 of NE 1/4) of section two (2) and the West one-half of the Northwest one quarter (W 1/2 of NW 1/4) of section one (1), all 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 said Section (1) and (2).

The conductors shall be sagged so that they will clear the ground (18) ft. at 60 degrees 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, operation 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 life time 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 E line Sec. 2 T. 15N, R 10E. and ending at E line Sec. 5, T 15N. R 12E 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

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points herein indicated, then the further sum payable hereunder shall be paid by the company to the Grantors 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 24th day of January, 1928.

Attest:

F. J. Moylan,
Ass't. Secretary.



NEBRASKA POWER COMPANY

By Roy Page, Ass't. General Manager.

Witnesses:

E. R. Anderson, as to C. Henry Lebbert

John J. Lebbert

by C. Henry Lebbert

Grantor.

Engineers Approval, F. E. Smith

State of Nebraska)
)SS.
County of Douglas)

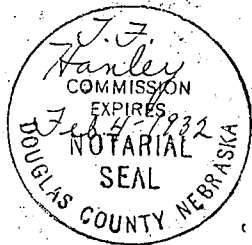
On this 24 day of January, 1928, before me the undersigned, a notary public in and for said County and State, personally appeared C. Henry Lebbert, personally to me known to be the identical person who signed the foregoing instrument as grantor and who acknowledged the execution thereof to be his voluntary 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)
)SS.
County of Douglas)

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.

Companed by W&R.

6. Contract. }
Krist Kristensen & Wf. }
 and }
Betty Jackson }

This Agreement, Made the 14th day of May, A. D. 1928, between Krist Kristensen and Marie Kristensen, husband and wife, party of the first part, and Betty Jackson, widow, party of the second part.

WITNESSETH, that said party of the first part agrees to sell and convey to said party of the second part, for the price and upon the terms hereinafter mentioned, the following described real estate, situate in the County of Douglas and State of Nebraska, to-wit:

Lot ten (10) in Block "A" (the first letter of the English Alphabet) in Bedford, an Addition to the City of Omaha, as surveyed, platted and recorded,

Said party of the second part agrees to purchase said real estate from said party of the first part, and to pay to them, as the purchase price for the same, the sum of Twenty-five hundred (\$2500.00) Dollars, in payment as follows:

\$500.00 Cash, the receipt whereof is hereby acknowledged, and the further sum of \$22.50 or more per month, commencing June 20, 1928, and continuing monthly thereafter until the full sum of \$2500.00, together with interest thereon computed on even hundreds at the rate of 6% per annum, shall have been paid; payments to apply first on interest, second on principal. Party of the second part agrees to keep the premises insured against Fire and Tornado in sum of \$2000.00 each.