

# MISCELLANEOUS RECORD, No. 83

242066-OMAHA PRINTING CO., OMAHA

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.

9. Contract )  
Nebraska Power Co. )  
and )  
Diedrich Kunnemann et al )

THIS INDENTURE made this 13th day of December 1927, by and between  
Nebraska Power Company, a corporation hereinafter called  
"The Company and Diedrich Kunnemann, Sophie Kunnemann, 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 \$450.00 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, nec-  
essary 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 West one-half of the SW $\frac{1}{4}$ ) Southwest one-quarter of Section  
four (4) Township 15 North, Range 11 East and along the North line of the Northeast one-quarter  
of the southeast one-quarter (NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ) of Section 5, of the same township and range.

The electric transmission line shall be built of two-pole structures commonly called  
Hframes, 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 four and five. 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 reasons of the Company's neglig-  
ence 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 Center Sec. (3) T15N, R12E and ending at W line Sec. (1) T15N, R10E, so as to construct its

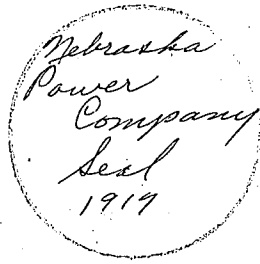
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poles, transmission lines, guys, supports, cross arms and other fixtures and appliances thereon, then the Company shall notify the Grantor in writing of its inability to obtain the said right-of-way and upon the receipt of such notice in writing from 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 13 day of December 1927.

Attest: S.E. Schwitzer  
Secretary

Witnesses: C. A. N. Armstrong



NEBRASKA POWER COMPANY.

By Roy Page Ass't General Manager  
Diedrich Kunnemann  
Sophie Kunnemann Grantor

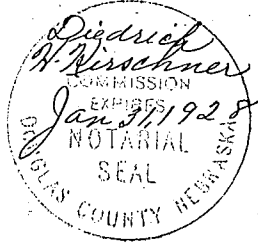
State of Nebraska )  
County of Douglas ) ss.

On this 13 day of December 1927, before me the undersigned, a Notary Public in and for said County and State, personally appeared

Diedrich & Sophie Kunnemann 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.

Diedrich H. Kirschner  
Notary Public.



My commission expires on the 31 day of Jan. 1928.

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.

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10. Contract )  
Nebraska Power Co. )  
and )  
John Kunneman & wf. )

THIS INDENTURE, Made this 13 day of December 1927, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and John Kunneman and Bertha Kunneman, 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 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: