

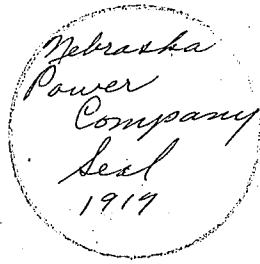
MISCELLANEOUS RECORD, No. 83

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

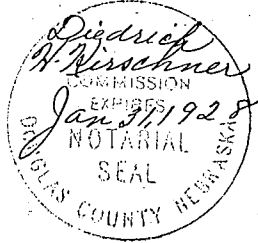
State of Nebraska)
County of Douglas) ss.

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.

IO. 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:

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242086-OMAHA PRINTING CO., OMAHA

Along the South line of the West one-half of the Northwest one-quarter of Section (5), 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 other pole five (5) ft south of the East and West center line of said Section (5). 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.

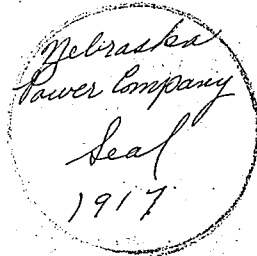
The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live stock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantors from any and all damage and loss arising or occurring to any person or property 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) T 15 N. 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 13 day of December 1927.

Attest: S. E. Schweitzer
Secretary

Witnesses; C. A. N. Armstrong



NEBRASKA POWER COMPANY

By Roy Page
Ass't General Manager.

John Kunneman

Bertha Kunneman

State of Nebraska }
 } ss.
County of Douglas)

On this 13 day of December 1927, before me the undersigned, a Notary Public, in and for said County, and State, personally appeared John Kunneman and Bertha Kunneman personally to me known to be the identical persons who signed the foregoing instrument as grantors and who acknowledged the execution thereof

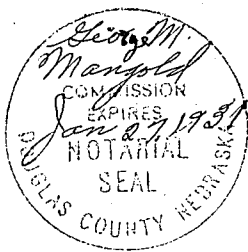
MISCELLANEOUS RECORD, No. 83

to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and notarial seal the date above written.

Geo. M. Mangold
Notary Public.

My commission expires on the 27 day of January 1931.



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.

11. Contract)
Nebraska Power Company)
and)
George Thomsen & wf.)

THIS INDENTURE, Made this 20th day of April 1928, by and between the Nebraska Power Company, a corporation hereinafter called "The Company" and George Thomsen and Regina M. Thomsen, husband and 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 \$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, 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:

East one half of the Northeast one quarter (E½NE¼) Section 3, township 15 North, Range 11 East of the 6th P. M. Douglas Co. Nebraska.

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 section three (3).

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the right, privilege and authority to cut down any trees immediately under and within fifteen (15) feet of the center of the Company's line and poles, and to establish a minimum clearance of twelve (12) feet around said line and poles, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said line and poles in breaking off and falling against said line and poles. It is further agreed that the Company shall have the continuous right, privilege and authority to maintain the Clearance of line and poles aforesaid.

The Company shall in passing over the Grantors premises for the purpose of constructing operating or maintaining said transmission line always remain within fifty (50) feet of said line. Whenever Company shall enter upon Grantors, land for purpose of maintenance or repair of line, Company shall first notify Grantor before such entry is made, and secure from him permission for such entry.

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 agrees to pay all damages