

MISCELLANEOUS RECORD, No. 82

State of Nebraska, )  
Douglas County. ) SS.

Peter Jessen Jr., of lawful age, being first  
duly sworn says that he is now and for twenty-seven years last past has  
been a resident of the City of Omaha. That he was well acquainted with  
and Conrad Ochse in his life time and for a number of years prior to the death of Conrad Ochse;  
that he knows of his own personal knowledge that on the 31st day of May, 1880 and for a long  
time prior thereto said Conrad Ochse was the owner of the East thirty-four (34) feet of the  
South Seventy (70) feet and the East Twenty-three (23) feet of the North Sixty-two (62) feet  
of Lot Six (6), Block Three hundred and Thirty six (336) in the City of Omaha and resided  
thereon with his family and occupied the same as his homestead; that the said Conrad Ochse  
together with his family continued to reside upon said premises and occupied the same as his  
homestead until the time of his death, to-wit: The 6th day of November, 1887; that his widow  
Elisabetha Ochse continued to reside upon said premises together with her children for a number  
of years following the death of said Conrad Ochse and occupied the same during the said time  
as the homestead of herself and family and affiant further says that he knows of his own personal  
knowledge that said premises above described was the only real estate owned by said Conrad Ochse  
on the 31st day of May, 1880 and was likewise the only real estate owned by said Conrad Ochse  
at the time of his death, to-wit: The 6th day of November, 1887 and further affiant sayeth not.

Peter Jessen Jr.

Subscribed in my presence and sworn to before me this 1st day of September, 1908.

Thomas D. Crane,  
Notary Public.



State of Nebraska )  
County of Douglas ) SS.

Entered in Numerical Index and filed for Record in  
the Register of Deeds Office of said county, the  
14th day of May, A. D. 1928, at 3:05 o'clock P. M.  
Harry Pearce,

Register of Deeds.

Compared by W&R.

10. Contract.  
Nebraska Power Company  
vs.  
Jacob Sass & Wf.

This indenture made this 10 day of December, 1927, by and  
between Nebraska Power Company, a corporation hereinafter called "The  
Company" and Jacob Sass and Katie Sass, 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 acknowl-  
edged by the Grantor and the further payment of the sum of \$45.00 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,  
through and above the following described property, situated in Douglas County, State of Nebraska,

along North line of the Southeast one-quarter (22 1/2) of Section 3, Township 15 North,  
Range 13 East.

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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 (3).

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 trim any trees along said transmission line or route necessary to keep said line or lines and wires and equipment clear and unobstructed. 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 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) T 15N, R 12E and ending at W. line sec (1) T 15N, R 10E. 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 hereik 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.

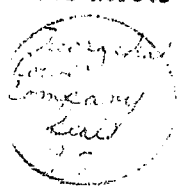
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 10th day of December, 1927.

Attest:

S. E. Schweitzer,  
Secretary.

Witnesses:

C. A. N. Armstrong  
E. R. Anderson



NEBRASKA POWER COMPANY,

By Roy Page, Ass't. General Manager.

Jacob Sasm  
Katie Sasm  
Grantor.

State of Nebraska)  
                          )SS.  
County of Douglas)

On this 10th day of December, 1927 before me the undersigned, a notary public in and for said County and State, personally appeared Jacob Sasm and Katie Sasm, 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.

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WITNESS my hand and notarial seal the date above written.



John R. Lake,  
Notary Public.

My Commission expires on the 29th day of  
October, 1933.

State of Nebraska)  
County of Douglas) 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.

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17. Contract. } This indenture made this 19th day of March, 1928, by and  
Nebraska Power Company } between Nebraska Power Company, a corporation hereinafter called "The  
and } Company" and Eggert H. Otto, Widower, of the County of Douglas, State  
Eggert H. Otto } of Nebraska, hereinafter called "Grantor".

WITNESSETH: That for and in consideration of \$5.00 receipt whereof is hereby acknowl-  
edged 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, 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:

North one-half of Northwest one-quarter (N $\frac{1}{2}$  of NW $\frac{1}{4}$ ) 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 ft (32 rods) and not less than 297  
feet (16 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:

Cut trees down at ground line. Grantor will remove and dispose of them.

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 any