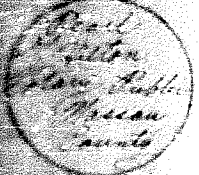


MISCELLANEOUS RECORD No. 97

State of New York)
 County of New York) ss. On this 28th day of August, 1931, before me the undersigned, a notary public in and for said County and State, personally appeared D. A. Walker and Alex. McNeill, personally to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its 2nd V. President and Asst. Secretary and who acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said corporation.



WITNESS my hand and notarial seal the date above written.

Pearl G. Hilton,

Notary Public, Nassau County, N.Y.
 New York County No. 351, Reg. 3H165
 Term expires March 30, 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 31st day of September, A. D., 1931, at 3:30 o'clock P.M.
 Harry Pearce,
 Register of Deeds.

Compared by R&G.

11. Contract)
 Nebraska Power Co.) This indenture made this 2 day of June, 1931, by and between Nebraska
 *) Power Company, a corporation hereinafter called "The Company" and
 Anton M. Jensen & Wf.) Anton M. Jensen and Julia M. Jensen, 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 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 herein contained the Grantor does hereby grant and convey unto the Company, its lessees, successors and assigns, the 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:

West Half of North West Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) Section Twenty Eight (28), Township Sixteen (16), North, Range Twelve (12) east of the 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 300 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the west line of section 28 hereinbefore mentioned, this making one pole five feet east of and one pole five feet west of said west line of said section 28.

The Company agrees that they shall not drive upon the grantor's land with trucks or other heavy machinery without first obtaining permission from grantor.

This indenture shall remain in full force and effect for a period of thirty (30) years hereafter unless the grantor shall serve a written notice on the Company, its lessees, successors and assigns, within a period beginning twenty-nine (29) years from the date hereof and ending on the 30th day thereafter.

MISCELLANEOUS RECORD No. 97

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 ten (10) 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. All refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit: On the west end of row of trees, fell one maple tree; trim and burn brush. Leave log lay 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 said 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 West 1/4 corner section 4-15-12 and ending at West 1/4 corner section 21-16-12 so as to construct its poles, transmission lines, guys, supports 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 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 2 day of June, 1931.

Attest:
T. F. Hanley,
Asst. Secretary
Witnesses:
A. W. Berry



NEBRASKA POWER COMPANY
By Roy Page, Vice President & General Manager
Anton M. Jensen
Julia M. Jensen
Grantor.
Engineer's Approval F. E. Smith

State of Nebraska,)
County of Douglas.) ss. On this 2 day of June, 1931, before me the undersigned, a Notary Public in and for said County and State, personally appeared Anton M. Jensen and Julia M. Jensen 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 purpose therein expressed.

MISCELLANEOUS RECORD No. 97



WITNESS my hand and notarial seal the date above written.

A. W. Berry,
Notary Public.

My commission expires on the 7 day of May, 1937.

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 21st day of September, A. D., 1931, at 3:40 o'clock P.M.
Harry Pearce,
Register of Deeds.

Compared by R&G.

Contract
Nebraska Power Co.
&
Ernest Klabunde & Wf.

This indenture made this 3 day of June, 1931, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Ernest Klabunde and Elizabeth Klabunde, 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 a sum to make a total payment of \$50.00 per tower for each and every tower (if towers are used) or the further payment of a sum to make a total payment of \$20.00 per pole for each and every pole (if poles are used), set on the following described property, said sum to be paid 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 clear right-of-way to construct, operate and maintain without interference from buildings, its towers and/or 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,

The North Fifty (50) foot strip of North West Quarter of the South West Quarter (SW 1/4, NW 1/4) Section Twenty-One (21), Township Sixteen (16), North; Range Twelve (12) East of the 6th P.M.

The electric transmission line shall be built as follows: If wood poles are used, the 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 300 feet. The center of the individual "H" frames shall be set on ten (10) foot centers, with one pole five feet north of and one pole five feet south of East and West center line of aforementioned Section 21.

If towers are used, the line shall be built of steel structures, with a spacing between structures generally approximately 700 feet and not less than 300 feet. The center of each tower shall be located on the East and West center line of aforementioned Section 21.

If wood poles are used, the Company shall have the right, privilege, easement and authority to remove said wood poles and to construct towers in their stead, after making the necessary payment to make a total payment of \$50.00 per tower as provided above.

In consideration of a further payment of \$5.00 per tower (if towers are used) to be made by the Grantor, his heirs, lessees, successors and assigns, the Grantor, his heirs, lessees, successors and assigns shall make and under and around towers, each year.

The Grantor, his heirs, lessees, successors and assigns shall further grant unto the Company, its lessees, successors and assigns, the right, privilege, easement, authority, and clear right-of-way to enter upon and pass over said property and the same to construct, operate and maintain