

# Standard Transmission Line Contract

16353—OMAHA PRINTING CO., OMAHA

John Lunzmann and wife, }  
 TO }  
 NEBRASKA POWER COMPANY }  
 STATE OF NEBRASKA, } ss.  
 Nemaha County, }  
 and filed for record in the } clerks  
 the 16 day of Oct. } 19 41, at 4:15 o'clock and  
 05 minutes, P.M., and recorded in Book No. 71 } page 137  
 of  
 XXXXXXXX Record. }  
 Lorin V. Jones Register of Deeds—County Clerk.  
 By Deputy.

THIS INDENTURE, Made this 25 day of June, 19 41, by and between John Lunzmann and Sophia Lunzmann, husband and wife,

Approved 6-20-41  
 Rob't. M. Armstrong  
 attorney

of the County of Nemaha, State of Nebraska, hereinafter called the "Grantor(s)," and the NEBRASKA POWER COMPANY, a Corporation, hereinafter called the "Company,"

WITNESSETH:

That for and in consideration of \$5.00, receipt of which is hereby acknowledged by the Grantor(s), and the agreement by the Company further to pay \$ 40.00 for each two-pole "H" frame structure when the entire structure is located on the property hereinafter described, but, when less than the entire structure is located on the property hereinafter described, then only one-half of the amount last above-stated, which last above-stated amount is to be paid as hereinafter provided, and in further consideration of the mutual covenants and agreements herein contained, the Grantor(s) do(es) hereby grant and convey unto the Company, its lessees, successors and assigns, forever, the perpetual right, privilege, easement, right-of-way and authority to survey for, erect, construct, operate and maintain a high voltage electric transmission line or lines in, on and across the following described real estate, including the perpetual right to conduct surveys and install, repair, replace and remove poles, electric transmission lines, wires, cables, grounding devices, anchors, brace poles, stubs, guys, guy wires, buried conductors, either placed singly or running continuously underneath and parallel to the line or both, and other fixtures and appliances necessary or convenient in connection therewith, through, over, under, upon, along and across the property of Grantor(s) located in Nemaha County, State of Nebraska, more particularly described as follows: The Northeast Quarter (NE $\frac{1}{4}$ ) and the West half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section thirty five (35) Township five (5) North of Range thirteen (13) East of the sixth P.M. in Nemaha County, Nebraska.

together with all the rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes herein described, including the right of ingress and egress to and from said property at all times, which said transmission line or lines will be along the following approximate route:

Centered on a line approximately twenty-five (25) feet East of and parallel to the North and South Center line of Section Thirty-five (35), Township Five (5), North, Range Thirteen (13) East, of the 6th P.M. Nemaha County, Nebraska.

and such grant shall run with and bind the aforescribed property.

The Grantor(s) do(es) hereby further grant unto the Company, its lessees, successors and assigns forever, the permanent right, privilege and authority to cut down trees under or within twenty-five (25) feet each way from the center line of the Company's line, and to cut down or trim any trees or limbs of trees on either side of the center line of the Company's line as would be a hazard to or in any way interfere with said line, the Company to be the sole judge as to the necessity of cutting down, trimming or otherwise removing said tree or trees. All refuse or debris resulting from such tree felling or tree trimming or both shall be disposed of by cutting wood into 3-foot lengths, piling said wood along the adjacent property line and burning or otherwise disposing of all other refuse and debris. The Company shall also have the right to remove, or otherwise dispose of, anything within said twenty-five (25) feet each way from the center line of the Company's line which, in the Company's opinion, would be a hazard to said line or in any way interfere with said line or the construction, maintenance or operation thereof. The Grantor(s) further agree(s) that nothing will be constructed, erected or maintained within a distance of fifty (50) feet each way from the center line of the Company's line, which would be a hazard to such line or in any way interfere therewith.

The Company shall at all times exercise due care and diligence to avoid any injury or damage to the crops, live stock and other personal property of the Grantor(s), and the Company agrees to indemnify and save harmless the Grantor(s) or their lessee, as their interest may appear, from any and all damage or loss arising or occurring to such property solely by reason of the Company's negligence in the construction, operation and maintenance of said transmission line or lines or by reason of the Company's employees or agents actually going upon or actually entering upon the property herein described in connection with the construction, operation and maintenance of said transmission line or lines. It is further agreed that all claims for damages must be in writing and filed with the Company within thirty (30) days after such damages shall have occurred; otherwise, it is agreed that said claim for damages shall have been waived.

The Grantor(s) for them selves, their heirs, executors, administrators, successors and assigns do(es) covenant and warrant that they (are) lawfully seized of said premises, that they have good right and lawful authority to make such conveyance and that they their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Company forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance. Said Grantor(s) further covenant that said real estate is free from encumbrance, except as follows:

- Mortgage, The Federal Land Bank of Omaha, \$15,500.
- Mortgage, The Land Bank Commissioner \$2000.
- Oil & Gas Lease to J. Rob't Warren.
- Subject to 1940 taxes.

The Company agrees that should the transmission line or lines constructed hereunder be abandoned for a period of five (5) 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 does not commence construction of its transmission line or lines, poles, wires, cables, anchors, brace supports, grounds, guys, guy wires and other fixtures and appliances thereon within a period of five (5) years from the date of this Contract, then this Contract shall become void and of no effect, and in such event the Company shall be absolved from the payment of the sum last above stated. The first sum above stated and paid, however, is to be the property of and to be retained by the Grantor(s).

The sum last above stated, to-wit, the amount to be paid on location of structures, shall be paid by the Company to the Grantor(s) or, at the option of the Company, or, at the direction of the Grantor(s), to the Grantor(s), Mortgagee(s), if any, Lessee(s), if any, and any other person or persons having a prior interest, but only after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Lessees of said property or other persons in possession at the date of this Contract, and after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest, upon this instrument, or have otherwise obtained and deposited with the Company releases, waivers or subordination agreements from such Mortgagees. Lessees or such other persons substantially to the effect of the agreements herein inscribed.

The Grantor(s), for them selves, their heirs, executors, administrators, successors and assigns, do(es) further agree that no claim shall ever be made against the Company, its lessees, successors and assigns, for any depreciation in value of said land by reason of the location of said transmission line or lines of said property, and the Grantor(s) do(es) further agree that they their heirs, executors, administrators, successors and assigns, will not directly or indirectly interfere with said transmission line or lines and will cooperate with the Company in the erection, construction, operation and maintenance of said transmission line or lines.

It is further agreed that the Company has the right to commence construction of said transmission line or lines upon notification by the Company in writing to the Grantor(s) of its intent to commence said construction.

It is further agreed that no agent, employee, or other representative of the Company has authority to change the terms of this Contract or to waive any of its provisions, and no change in this Contract shall be valid unless in writing and signed by an executive officer of the Company, and that this Contract shall be of no force and effect until signed by an executive officer of the Company.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) and the Company has caused the due execution of this instrument by its officers hereunto duly authorized in triplicate, this 25 day of June, 1941.

In the Presence of: Floyd W. Pohlman

John Lunzmann  
Sophia Lunzmann

(Corporate seal)

(Corporate Seal)

NEBRASKA POWER COMPANY, Grantor(s).  
By Roy Page  
Its Vice Pres.

Attest: F. F. Hanley  
Its Asst. Secretary

STATE OF NEBRASKA, } On this 25 day of June, 1941, before me.  
COUNTY OF Nemaha } ss. the undersigned Floyd W. Pohlman  
came John Lunzmann } a Notary Public, duly commissioned and qualified in and for said County and State, personally  
his wife } and Sophia Lunzmann  
and they acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(Seal) (Seal) Floyd W. Pohlman  
Notary Public.

Commission expires June 8, 1942.  
STATE OF NEBRASKA, } On this day of 19 before me.  
COUNTY OF } ss. the undersigned  
came } a Notary Public, duly commissioned and qualified in and for said County and State, personally  
h } and  
and acknowledged the same to be voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(Seal) Notary Public.

STATE OF NEBRASKA, } On this day of 19 before me.  
COUNTY OF } ss. the undersigned  
came } a Notary Public, duly commissioned and qualified in and for said County and State, personally  
h } and  
and acknowledged the same to be voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(Seal) Notary Public.

SUBORDINATION OF MORTGAGE AND CONSENT TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor(s) by the Nebraska Power Company, the undersigned being the holder of a mortgage on the property described in the foregoing Contract, does hereby consent to the construction, operation and maintenance of the Electric Transmission line or lines across the property therein described in accordance with the terms of the said contract and insofar as the interest of the undersigned Mortgagee is affected by said Electric Transmission line or lines, the undersigned hereby waives any and all objections thereto, and does hereby consent to all the terms of said Contract, and hereby expressly subordinates the lien of said mortgage to the rights granted to the Nebraska Power Company by such Contract.

IN WITNESS WHEREOF, the said Mortgagee has executed this instrument or caused the due execution thereof this day of 19 before me.

In the Presence of:  
STATE OF NEBRASKA, } On this day of 19 before me.  
COUNTY OF } ss. the undersigned  
came } a Notary Public, duly commissioned and qualified in and for said County and State, personally  
instrument as Mortgagee and } to me known to be the identical person whose name is affixed to and who executed the foregoing  
WITNESS my hand and Notarial Seal the day and year last above written } voluntary act and deed.

(Seal) Notary Public.

CONSENT BY LESSEE OR OTHER PERSON IN INTEREST TO EASEMENT FOR TRANSMISSION LINE

In consideration of the payments made and agreed to be made to or for the account of the foregoing Grantor(s) and the interest therein according to the separate agreement of the Grantor(s) and the undersigned to their mutual satisfaction, and in the case of a Lessee, on consummation of the instrument by the Nebraska Power Company as to crop damage as the interest of Grantor(s) and Lessee may appear, the undersigned, being the Lessee or other person in interest to the possession of the property described in the foregoing Contract, or otherwise possessing an interest in the property described in the foregoing Contract, do hereby consent(s) to the survey for and construction of the Electric Transmission line or lines across the property therein described in accordance with the terms of the said Contract, and, insofar as the interest of the undersigned is affected by the said Electric Transmission line or lines, the undersigned does hereby waive any and all objections thereto and does hereby consent to all the terms of said Contract, and hereby expressly subordinates such interest to the rights granted to the Nebraska Power Company by such Contract.

IN WITNESS WHEREOF, the said undersigned has executed this instrument or caused the due execution thereof, this day of 19 before me.

In the Presence of:  
STATE OF NEBRASKA, } On this day of 19 before me.  
COUNTY OF } ss. the undersigned  
came } a Notary Public, duly commissioned and qualified in and for said County and State, personally  
instrument as } to me known to be the identical person whose name is affixed to and who executed the foregoing  
WITNESS my hand and Notarial Seal the day and year last above written } voluntary act and deed.

(Seal) Notary Public.

Approved as to form, execution and parties; 10-16-41  
Rob't. M. Armstrong Attorney

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EASEMENT PRIORITY AGREEMENT  
(combined)

16063 N. 107  
878 NC 107

For valuable consideration, The Federal Land Bank of Omaha and The Land Bank Commissioner and the Federal Farm Mortgage Corporation, as their interest may appear, declare that the liens of their mortgages are inferior to the easement for transmission line purposes granted to Nebraska Power Company. The portion or portions of the security included in said easement being described as follows: Along a line approximately 25 feet East of the West line of the East Half of Section 35, in Township 5 North, Range 13, East of the 6th Principal Meridian Nemaha County, Nebraska, as granted by John Lutzmann and wife by "Contract" dated June 25, 1941.

The mortgage in favor of The Federal Land Bank of Omaha being recorded in Book 52, Page 89 of the mortgage records of Nemaha County, State of Nebraska;

The mortgage in favor of the Land Bank Commissioner and/or the Federal Farm mortgage Corporation being recorded in book 55, Page 51 of the mortgage records of Nemaha County, State of Nebraska;

Said mortgages are to retain their original priority as to all other property described there-in not above described <sup>as being included</sup> in said easement.

In Testimony whereof, The Federal Land Bank of Omaha, a corporation, acting for itself and as Agent and Attorney-in-fact of the Land Bank Commissioner and the Federal Farm Mortgage Corporation; has caused these presents to be executed by its Vice-President and its corporate seal to be affixed hereto this 18th day of September, 1941.

(Corporate Seal)

Witness: Berneice Nelson

Witness: Berneice Nelson  
State of Nebraska

County of Douglas, ss.

The Federal Land Bank of Omaha,  
a corporation,  
By Frank O. Osborn Vice President  
Attest Wayne E. Smith Assistant Secretary  
Land Bank Commissioner  
Federal Farm Mortgage Corporation  
By The Federal Land Bank of Omaha  
their Agent and Attorney-in-fact  
By Frank O. Osborn Vice-President  
Attest Wayne E. Smith Assistant Secretary

On this 18th day of September, 1941, before me, a Notary Public in and for said County and State, personally appeared Frank O. Osborn, to me personally known, who being by me duly sworn did say he is a Vice-President of The Federal Land Bank of Omaha, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; and said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors and the said Frank O. Osborn, acknowledged the instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

In Witness whereof, I have hereunto set my hand and affixed my notarial seal this 18th day of September, 1941.

(Seal)  
My commission expires August 23, 1944.

State of Nebraska

County of Douglas, ss.

Berneice Nelson Notary Public in and for  
said county

On this 18th day of September, 1941, before me, Berneice Nelson a Notary Public, in and for said County, personally appeared Frank O. Osborn to me personally known to be the person who executed the foregoing instrument, who being by me duly sworn did say that he is the Vice President of The Federal Land Bank of Omaha, that the seal affixed to said instrument is the corporate seal of The Federal Land Bank of Omaha; that said instrument was signed and sealed on behalf of The Federal Land Bank of Omaha by authority of its Board of Directors, and he acknowledged the execution of said instrument to be the free voluntary act and deed of The Federal Land Bank of Omaha by it voluntarily executed in behalf of the Land Bank Commissioner and the Federal Farm Mortgage Corporation.