

LUDY PRINTING CO., WABCO, NEBRASKA

STATE OF NEBRASKA,)
) ss.
COUNTY OF Cass)

On this 20th day of December, 1957, before me the undersigned, a Notary Public in and for said County and State, personally appeared Joseph Myron Wiles and Jennie L. Wiles personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

(W.G.LONGACRE)
(GENERAL NOTARY SEAL)
(COMMISSION EXPIRES)
(JULY 3,1963)
(STATE OF NEBRASKA)

W.G.Longacre
Notary Public

My Commission expires on the 3rd day of July, 1963

(APPROVED)
(Rates)
(Oper. CRM)
(Legal)
(G.M)

EASEMENT
James E Wiles et ux
To
Consumers Public Power District

COMPARED

Filed March 27, 1958 at 8:11 A.M.
Lucille Horn Gaines
Register of Deeds
\$2.25

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That James Elbert Wiles and Oglal Opal Wiles his wife
(If grantor is not married add words "an unmarried person")

of Cass County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make a total payment of \$233.00 for 17 poles and No anchors when set on the following described property, do hereby grant and convey unto the Consumers Public Power District (hereinafter called "District") its lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary poles, wires, guys and other necessary equipment in connection therewith, on and across the following described property situated in Cass County, Nebraska, more particularly described as follows:

The west one-half of the Southwest one-quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the Southwest one-quarter of the Northwest one-quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty five (25), Township Twelve (12) North, Range Thirteen (13) East of the Sixth (6th) Principal Meridian.

The pole line herein contemplated shall be located on the property approximately as follows:

Beginning at the South boundry of the above described prpperty, poles to be set parallel to and 171 feet west of the center of the Highway as it is established for a distance of 1324 feet; thence North 2652 feet to a point 166 feet west of the center of the Highway.

The District shall also have the privilege and easement of ingress and egress across the property to its officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line.

The District shall also have the right at any time to trim or remove such trees and under-

brush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The District shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the District shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines.

The District 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.

Signed the 18th day of December A.D., 1957

WITNESS

W.G.Longacre

James Elbert Wiles

W.G.Longacre

Ogla Opal Wiles

Grantor

STATE OF NEBRASKA,)
) ss.
COUNTY OF Cass)

On this 18th day of December, 1957, before me the undersigned, a Notary Public in and for said County and State, personally appeared James Elbert Wiles and Olga Opal Wiles personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

(W.G.LONGACRE)
(GENERAL NOTARY SEAL)
(COMMISSION EXPIRES)
(JULY 3,1963)
(STATE OF NEBRASKA)

W.G.Longacre
Notary Public

My Commission expires on the 3rd day of July, 1963

(APPROVED)
(Rates)
(Oper. CRM)
(Legal)
(G.M.)

AGREEMENT
Robert Wiles et al
To
City of Weeping Water

COMPARED

Filed April 11, 1958 at 10:25 A.M.
Lucille Horn Gaines
Register of Deeds
\$ 1.90

MEMORANDUM AGREEMENT.

WHEREAS, on the 7th day of February, 1957, Robert Wiles and Amanda Wiles, as first parties, entered into an agreement with the city of Weeping Water, Nebraska, wherein, they contracted to sell to the City three tracts of ground on their farm land, described as the West half of Section 13, Township 11, North Range 11, Cass County, Nebraska, for the purpose of installing Wells for a water supply to the City, and

Whereas, it was at said time and in said agreement further agreed that upon execution of deed to the City as contemplated by said contract, an agreement would be made between the parties respecting the duties and rights of the parties, in regard to said wells, and

Whereas, said deed has been delivered and the wells have been installed, and it is now desired to reduce to writing the duties of the City toward the grantors of said tracts and the