

MISCELLANEOUS RECORD No. 11

personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

LELA R. BRUCE NOTARIAL SEAL *
DOUGLAS COUNTY NEBRASKA *
COMMISSION EXPIRES FEB. 1, 1943 *

Mrs. Lela R. Bruce Johnson
(Formerly Lela R. Bruce)
Notary Public

My Commission expires on the 1st day of February, 1943.

ADA E. HYSHAM et al EXEC.:
and:
NEBRASKA POWER COMPANY:
Contract \$1.55 Pd.

Filed August 14, 1942 at 2:30 o'clock P.M.

County Clerk File No.

Form 2204

CONTRACT

This Indenture made this 27 day of May, 1941, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Phillip J. Hysam, Ada E. Hysam and Floyd E. Billings, Executors of the J. J. Hysam Estate, hereinafter called "Grantor(s)":

WITNESSETH: That for and in consideration of \$1.00, receipt whereof is hereby acknowledged by the Grantor(s) and the further payment of a sum to make a total payment of \$40.00 per pole for each and every pole location on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor(s) do(es) 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, wires, guys, and other fixtures and appliances over, upon, along and above the following described property, situated in Sarge County, state of Nebraska, to wit:

Southeast Quarter of the Southwest Quarter (SE-1/4 SW-1/4), Section Twenty-Eight (28), Township Fourteen (14) North, Range Thirteen (13) East of the 6th P.M.

The electric transmission "T" frame line shall be located along and centered on the west line of the above described property.

The Grantor(s) do(es) 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(s) adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor(s) do(es) 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. All refuse or debris resulting from such tree trimming shall be disposed of by the Company.

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(s) and the Company agrees to indemnify and save harmless the Grantor(s) 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 East 1/4 Corner, Section 3-13-13 and ending at West 1/4 corner, Section 21-14-13 so as to construct its poles, transmission lines, guys, supports and other fixtures and appliances, thereon, then the Company shall notify the Grantor(s) 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(s) this contract shall become void and of no effect and the Company shall be absolved from the payment of the further sum above indicated. This initial sum paid, however, is to be the property of the Grantor(s). In the event that the Company is able to obtain all of the right of way between the points herein indi-

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cated, then the further sum payable hereunder shall be paid by the Company to the Grantor(s) 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 day and year first above written.

NEBRASKA POWER COMPANY *
SEAL 1917

ATTEST:
T F Hanley
Asst. Secretary

WITNESSES:
L. E. Gingrich as to
all signatures

NEBRASKA POWER COMPANY
By Roy Page
Vice-President and General Manager
Ada B Hysham
Philip J Hysham
Floyd E Billings
Executors T J Hysham Estate
Grantor(s)

Approved:
C. W. Linard
Chief Engineer

STATE OF CALIFORNIA)
(ss.
COUNTY OF SAN DIEGO)

On this 27 day of May, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared Philip J. Hysham, Executor of the last will and testament and estate of T. J. Hysham, deceased, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) 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.

J. Burnoit Hayden NOTARY PUBLIC * J. Burnoit Hayden
SAN DIEGO CO. CAL. Eureka Notary Public
My Commission expires on the 19 day of June, 1943.

STATE OF IOWA)
(ss.
COUNTY OF MONTGOMERY)

On this 19th day of July, 1941, before me the undersigned, a notary public in and for said County and State, personally appeared Ada B. Hysham and Floyd E. Billings, Executors of the last will and testament and estate of T. J. Hysham, deceased, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor(s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

EVA MEYER NOTARIAL SEAL * Eva Meyer
IOWA Notary Public
My Commission expires on the 4th day of July, 1942.

CHARLES BENJAMIN BLINE & WF :
and :
NEBRASKA POWER COMPANY :
Contract \$1.50 Pd. :

Filed August 14, 1942, at 2:30 o'clock P.M.

Bessie D. Oster
County Clerk

Form 2204

File No. _____

CONTRACT

This indenture made this 13th day of May, 1941, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Charles Benjamin Bline and Irene D. Bline, husband and wife of the County of Sarpy State of Nebraska, hereinafter called "Grantor(s)":

WITNESSETH: That for an in consideration of \$10.00, receipt whereof is hereby acknowledged by the Grantor(s), and the further payment of a sum to make a total payment of \$40.00 per pole for each and every pole location on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor(s) do(es) 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, wires, guys and other fixtures and appliances, over, upon, along and above the following described property, situated in Sarpy County, state of Nebraska, to wit:

The South fifty-nine (59) acres of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-three (33). Also, all of the North one hundred and one (101) acres of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-three (33) lying south of the center line of