STATE OF NEBRASKA) On this 15th day of March, 1935, before me, the undersigned, a Notary DOUGLAS COUNTY Public in and for said County, personally came Frank H. Woodland, Vice-President of the State Savings and Loan Association, to me personally known to be the Vice-President and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said State Savings and Loan Association, and that the Corporate seal of the said State Savings and Loan Association was thereto affixed by its authority.

WITNESS my hand and Notarial Seal at Omaha, Nebr., in said county the day and year last above written.

My commission expires the 7th day of May, 1940.



Carroll W. Beckman Notary Public

COUNTY OF DOUGLAS) On this o day of March, A.D. 1935, before me a Notary Public in and for said County, personally came Steve J. Kirschbaum and Florence M. Kirschbaum, (Husband and Wife), to me personally known to be the identical persons whose names are affixed to the above instrument as grantees and severally acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Omaha, Nebraska, on the day last above written.

Notary Public

State of Nebraska) County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 19th day of March, A.D. 1935, at 10:20 o'clock, A. M. Thomas J. O'Connor

Register of Deeds

Compared by

D&T L. Easement Contract Nebraska Power Company and This indenture made this 28 day of Sept., 1933, by and between NEBRASKA ) POWER COMPANY, a corporation hereinafter called "The Company", and Agnes Agnes Scott Scott, of the County of Douglas, State of Nebraska, hereinafter called "Grantor (s)": WITNESSETH: That for and in consideration of \$1.00, receipt whereof is hereby

acknowledged by the Grantor (s), 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 Douglas County, State of Nebraska, to wit: That part of the southeast quarter of the southwest quarter (SE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section Six (6); Township Sixteen North (16 N); Range Thirteen East (13 E) lying east of the Washington Highway, location of said electric line being more fully described as follows:

## MISCELLANEOUS REGORD No. 110

Beginning at a point twenty-seven feet (271) east of center line of Washington Highway, and two hundred twenty-nine feet (2291) north of south line of above Section Six (6) said distance being measured parallel to said highway, thence approximately two hundred fifty-five feet (2551) northerly to a point approximately thirty-seven feet (371) east of center line of said highway, thence northerly approximately two hundred seventy-four feet (2741) to a point approximately fifty-seven feet (571) east of center line of highway, thence northerly approximately two hundred twenty feet (2201) to a point located approximately twenty-seven feet (271) east of center line of Washington Highway.

The Grantor(s) do(es) 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(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 trim trees under or within six

(6) feet of the Company's lines, and to 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on

the day and year first above written.

ATTEST:

F. J. Moylan Secretary.

WITNESSES:

J. R. Fugate

Approved:
F. E. Smith
Chief Engineer.

Nebraska Gower Company Seal 1917

NEBRASKA POWER COMPANY

By: Roy Page Vice-President and General Manager.

Agnes Scott

United States National Co., Agt. By: Charles E. Peterson, a Secy. Grantor(s)

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) On this 28th day of September, 1933, before me the undersigned, a notary public in and for said County and State, personally appeared Charles E. Peterson, Agent for Agnes Scott, Grantor, 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.



Lyle J. Daley
Notary Public

My commission expires on the 28 day of February, 1933.

State of Nebraska) )ss. County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 20th day of March, A.D. 1935, at 10:03 o'clock, A. M. Thomas J. O'Connor

Register of Deeds

Compared by

D&T