

## MISCELLANEOUS RECORD No. 93

215573-OMAHA PRINTING CO., OMAHA

State of Nebraska )  
 County of Douglas ) ss.

On this 17th day of July, A.D., 1928, before me, J. F. Wachal, a Notary Public in and for said county, personally came C. L. Pierce, to me personally known to be the identical person whose name is affixed to the above instrument as grantee, and severally acknowledged the execution of the same to be his 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.



J. F. Wachal  
 Notary Public.

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 24th day of April, A. D. 1931, at 9:48 o'clock, A.M.

Harry Pearce,

Register of Deeds

Compared by R&G.,

3. Contract

Nebraska Power Company

&

Herman C. Willms & wf.

This Indenture Made this 30th day of December, 1930, by and between Nebraska Power Company, a corporation hereinafter called "The Company" and Herman C. Willms and Alma E. Willms, husband and wife, of the County of Douglas, State of Nebraska, hereinafter called "Grantor":

WITNESSETH: That for and in consideration of \$1.00 and other valuable consideration receipt whereof is hereby acknowledged by the Grantor 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 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:

South Four (4) rods in width of the Southeast Quarter (SE $\frac{1}{4}$ ) Section One (1), Township Fourteen (14), North, Range Ten (10) East of the 6th P.M.

The electric line shall be of single pole construction, with a spacing between poles varying from 200 to 275 feet, and shall be located and built on the following described center line, to wit: Beginning at a point that is 30 feet east and 30 feet north of the southeast corner of said section 1, thence running westerly and northerly a distance of 200 feet to a point that is 55 feet north of and measured at right angles to the south line of said Section 1, thence west on a line 55 feet north of and parallel to the south line of said section 1 a distance of 1525 feet more or less, thence West 275 feet South to a point 45 feet north of and measured at right angles to the south line of said section 1, thence west 453 feet more or less on a line 45 feet north of and parallel to the south line of said section 1, thence West 227 feet South to a point on the west line of the southeast corner of said Section 1.

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four (4) certain anchors, together with necessary down guy wires shall be located on above described premises, said anchors to be set eight (8) feet respectively north and south of four certain poles on which there are angles in the electric line.

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 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. Any refuse or debris resulting from such tree trimming shall be disposed of in the following manner, to wit:

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to any person or property by reason of the Company's construction, operation and maintenance of said transmission line.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 30th day of December, 1930.

Attest:  
F. J. Moylan  
Ass't. Secretary.

Witnesses:

G. E. Nelson  
E. E. Conley



NEBRASKA POWER COMPANY.

By Roy Page, Vice-President & General Manager.

Herman C. Willms

Alma E. Willms  
Grantor

State of Nebraska )  
County of Douglas ) ss.

On this 30 day of December, 1930, before me the undersigned, a Notary Public in and for said County and State, personally appeared Herman C. Willms and Alma E. Willms, personally to me known to be the identical persons who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

G. E. Nelson

Notary Public.

My commission expires on the 26 day of April, 1935.



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 24th day of April, A. D. 1931, at 9:52 o'clock, A.M.  
Harry Pearce,

Register of Deeds

Compared by R&G.,