

MISCELLANEOUS RECORD

HOLT COUNTY, NEBRASKA

Rees Printing Co., Omaha, Neb.—31818

D. STEWART

COMPARED

STATE OF NEBRASKA)
COUNTY OF HOLT) SS.

I hereby certify that this instrument was entered on numerical index and filed for record this 20 day of June, 1971 at 9 o'clock A. M., and recorded in Book No. 50 of Miscellaneous at Page 43.

W Leigh Reynolds, County Clerk:
By Irene Booth, Chief Clerk:

GRANT AND RECEIPT BY THESE PRESENTS:

That George O. Cole and _____, his wife of Holt County, Nebraska, in consideration of \$ _____, receipt of which is hereby acknowledged, and the further payment of sum to make total payment of \$ 75.00 for 1 poles and 2 anchors when set on the following described property, do hereby grant and convey unto the Nebraska Public Power District (hereinafter called "District") (and to

its (their) 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 property situated in Holt County, Nebraska, more particularly described as follows:

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section One (1), Township Twenty-eight (28) North, Range Eleven (11) West of the 6th P.M.

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

Pole and Anchors to set approximately One Thousand Six Hundred (1600) Feet west of the East Property Line and Twenty-seven Feet (27') South of the North property line on the Above Described Property.

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

The Grantee(s) shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith.

The Grantee(s) 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 Grantee(s) 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 Grantee(s) agree(s) 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 15th day of April, 1971.

WITNESSES

Aubrey Gaines

George O. Cole
George O. Cole

STATE OF NEBRASKA)
COUNTY OF HOLT)

On this 15 day of April, 1971, before me the undersigned, a Notary Public in and for said County and State, personally appeared George O. Cole

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 his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 16 day of May, 1973.

Aubrey Gaines
Notary Public

*AUBREY GAINES, GENERAL NOTARY *
*PUBLIC, SEAL, STATE OF NEBRASKA *
*COMMISSION EXPIRES MAY 16, 1973/ *
