

N3NPPD

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That Will A. Minford and Marion C. Minford, his wife, of Cass County, Nebraska, in consideration of (If Grantor is not married, add words "an unmarried person".)

\$ 1.00 receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ 25.00 for three poles and two anchors when set on the following described property, do hereby grant and convey unto the Nebraska Public Power District (hereinafter called "District") (and to)

(Leave blank if no other grantee.)

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 Cass County, Nebraska, more particularly described as follows:

The Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-Three (23), Township Eleven (11) North, Range Thirteen (13) East of the 6th P.M.

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

Three poles and one anchor to be located One (1) foot south of the south highway right-of-way line located on the north side of the above said property. Near the northeast corner, one (1) anchor to be located one (1) foot west of the west highway right-of-way line located on the east side of 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 11 day of April, A.D., 19 72

WITNESS

Ivan O. Maurer, Notary Public

Will A. Minford, Marion C. Minford (Grantor)

STATE OF NEBRASKA, COUNTY OF Cass

On this 11 day of April, 19 72, before me the undersigned, a Notary Public in and for said County and State, personally appeared Will A. Minford and Marion Minford, his wife.

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 purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 1 day of November, 19 72

Ivan O. Maurer, Notary Public

#209 (FOR REGISTER OF DEEDS STAMP) Will A. Minford et al vs. Neb. Public Power Dist.

THE STATE OF NEBRASKA, CASS COUNTY. Entered in numerical index and filed for record in the Register of Deeds Office, of said County, this 27 day of April, 1972 at 10 o'clock and 26 minutes A.M., and recorded in book 13 of map of page 10 Betty Philpat Register of Deeds

COMPARED

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