

FROM
WILLIAM CERVENY & WF.
TO
CONSUMERS PUBLIC POWER DISTRICT

State of Nebraska } ss
County of Saline }
the 8th day of December 1953 at 4 o'clock and - minutes P. M.
and recorded in Book 92 page 590 of Deeds.
By JOSEPH J. RIPA County Clerk
Deputy.

Entered in Numerical Index and filed for record in

the County Clerk's office of said County

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That William Cerveny

and Alice Cerveny

his wife of

Saline

County,

(If grantor is not married add words "an unmarried person")

Nebraska, in consideration of \$ 100 receipt of which is hereby acknowledged, and the further payment of a sum to make a total payment of \$ 5000 for One (1) poles and One (1) anchors when set on the following described property, do hereby grant and convey unto the Consumers Public Power District (hereinafter called "District") its 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 described property situated in Saline County, Nebraska, more particularly described as follows: Out Lot Seven (7) in the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ -SW $\frac{1}{4}$), Section Twenty-two (22) Township Five (5) North, Range Three (3) East of the 6th P.M.; described as follows: commencing 10 $\frac{1}{2}$ rods West of the Southeast Corner of the Southwest Quarter (SW $\frac{1}{4}$) described above, thence North 33 rods, 7 feet; thence West 365 $\frac{3}{4}$ ft., thence South 33 rods, 7 ft., thence East to place of beginning.

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

Set one (1) Pole and One (1) Anchor Four Hundred Twenty (420) feet West and Forty-eight (48) and Fifty-eight (58) feet, respectively, North of the Southeast (SE) Corner of the above described Southwest Quarter (SW $\frac{1}{4}$), all on the above described property.

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

The District 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 District 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 District 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 District 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.

Signed the 4th day of November

A. D. 19 53

WITNESS

Mark Colborn

Mark Colborn

William Cerveny

Alice Cerveny

Grantor

STATE OF NEBRASKA, }
COUNTY OF Saline } ss.

On this 4th day of November, 1953, before me the undersigned, a Notary Public in and for said County and State personally appeared William Cerveny and Alice Cerveny

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 purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 15th day of July, 1956, before me the undersigned, a Notary Public in and for said County and State, personally appeared Mark Colborn Notary Public

STATE OF NEBRASKA, }
COUNTY OF } ss.

On this day of 19, before me the undersigned, a Notary Public in and for said County and State, personally appeared

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 purposes therein expressed.

WITNESS my hand and notarial seal the date above written,

My Commission expires on the day of 19

Notary Public

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| APPROVED |
| Rates W.N.J. |
| Oper. C R M |
| Legal |
| G.M. |