

MISCELLANEOUS RECORD NO.

FORM NO. N-2
REVISED 12-1-53

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

Capitol Beach Inc.

INC. A Corporation

NEPTX of **Lancaster** County,

Nebraska, in consideration of \$ 1.00 (If Grantor is not married, add words "an unmarried person".) receipt of which is hereby acknowledged, ~~do hereby grant and convey unto the Consumers Public Power District (hereinafter called "District") (and-to)~~ **for electric lines**

~~do hereby grant and convey unto the Consumers Public Power District (hereinafter called "District") (and-to)~~

(Leave blank if no other grantees.)

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 **Lancaster** County, Nebraska, more particularly described as follows:

An easement over, underland across the land lying within 900' of the easterly right-of-way line on Interstate Highway #80 over lots 46, 48, and 49, irregular tracts and south half (S $\frac{1}{2}$), northeast $\frac{1}{4}$ (NE $\frac{1}{4}$), Section 21, Township-10-North, Range-6-East of the 6th P.M. In Lancaster County, Nebraska, and Lots 48 and 50, irregular tracts and part of the Southwest quarter (SW $\frac{1}{4}$), northeast quarter (NE $\frac{1}{4}$) of Section 16, Township-10 North, Range-6-East of the 6th P.M. in Lancaster County, Nebraska.

LOCUS

The ~~LOCUS~~ herein contemplated shall be located on the property approximately as follows:

The necessary poles, wire, cables, & associated equipment shall be placed on the above described property to provide service to the area.

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 present contract hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

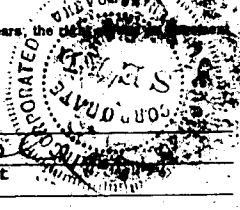
Signed the 23rd day of August, A.D., 19 65

WITNESS

CAPITOL BEACH, INCORPORATED

BY: [Signature]
President

Grantor



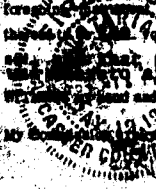
STATE OF NEBRASKA }
COUNTY OF Lancaster }

On this 23rd day of August, 19 65 before me the undersigned, a Notary Public in and for said County and State, personally appeared **S. E. Copple, President of Capitol Beach, Incorporated, a corporation.**

personally known to me to be the identical person(s) who signed the foregoing instrument, and who acknowledged the execution thereof to me as Notary Public and for the purpose therein expressed. I certify that the corporate Seal of said corporation is in my possession and control by its authority.

Witness my hand and seal of office on the date above written.

My Commission Expires 19th day of May, 19 65
[Signature]
Notary Public



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INDEXED
SERIALIZED
COMPARED
PAGED

(FOR REGISTER OF DEEDS STAMP)

STATE OF NEBRASKA } ss.
Lancaster County }
Entered on numerical index and
filed for record in the Register of
Deeds Office of said County the
23rd day of JANUARY 19 66
at o'clock and 45 minutes
of M. and recorded in
Book 103 of MISCELL.
at page 50

[Signature]
#200
REG. OF DEEDS

Deputy
[Signature]
Copple, Inc. Notary Public
S. E. Copple, Notary Public
1965