

in my presence, and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last written above, at Grand Island, Hall County, Nebraska (NOTARIAL SEAL)

H. G. Wellensiek Notary Public

My Commission expires September 1, 1954.

EASEMENT

EASEMENT FOR ELECTRIC LINES

Lester F. Wells & Della Mae Wells

: KNOW ALL MEN BY THESE PRESENTS:

to Consumers Public Power District

Filed July 7, 1949 at 9 A.M.

Rec'd in Bk K of Misc., Page 107

J. P. Roubal, County Clerk

: That Lester F. Wells and Della Mae Wells his wife (If grantor is not married add words "an unmarried person")

of Merrick County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, for (1) One pole and One (1) anchor 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 Merrick County, Nebraska, more particularly described as follows:

Southeast quarter (SE 1/4) Section Eight (8) Township Twelve North (T-12-N) Range Seven West (R-7-W) of the Sixth PM in Merrick County.

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

One pole to be set at a point approximately Six Hundred Seventy One feet (671') West and Thirty-Four feet (34') North of the Southeast corner of the Southeast Quarter (SE 1/4) of Section 8.

One Anchor to be located Ten feet (10') North of said pole.

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 30th day of June A.D. 1949

WITNESS

D. E. Magnuson George A. Bixenmann

Lester F. Wells Della Mae Wells

STATE OF NEBRASKA,) ss. COUNTY OF Merrick)

On this 30 day of June, 1949, before me the undersigned, a Notary Public in and

Miscellaneous Record K

LE FEBURE CORPORATION, CEDAR RAPIDS, IOWA FORM 248690-E

for said County and State, personally appeared Lester F. Wells and Della Mae Wells 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.

D. E. Magnuson
Notary Public

(NOTARIAL SEAL)

My Commission expires on the 16 day of October, 1949.
