

COMPARED EASEMENT FOR ELECTRIC LINES

Nelson A. & Kathryn Walker
KNOW ALL MEN BY THESE PRESENTS:

to

Consumers Public Power District

That Nelson A. Walker and Kathryn Walker, his wife (If grantor is not married add words "an unmarried person") of Gage County, Nebraska, in consideration of \$25.00, receipt of which is hereby acknowledged, and the further payment of a sum to make a total payment of \$25.00 for each pole~~x~~ and each anchor~~x~~ 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 Gage County, Nebraska, more particularly described as follows:

The Southeast One Quarter (SE $\frac{1}{4}$) of Section Thirteen (13) Township Six (6) North Range Five (5) East of the Sixth (6th) P. M. and the Northwest One Quarter (NW $\frac{1}{4}$) of the Northeast One Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24) Township Six (6) North, Range Five (5) East of the Sixth (6th) P. M.

The pole line herein contemplated shall be located on the property approximately as follows: Beginning at a point approximately Sixty-four (64) feet East of the Northwest (NW) corner of the above described property, thence running in a Southerly direction across the above described property to a point on the South property line approximately Sixty (60) feet East of the Southwest (SW) corner of 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 28 day of July, A. D. 1949.

WITNESS Virgil Storrs
Virgil Storrs

Nelson A. Walker
Kathryn Walker Grantor

STATE OF NEBRASKA)
COUNTY OF GAGE)ss.

On this 28 day of July, 1949, before me the undersigned, a Notary Public in and for said County and State, personally appeared Nelson A. Walker, Kathryn Walker, 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 29 day of Oct, 1954

Virgil Storrs
Notary Public



APPROVED
Rates MJ
Oper. CRM
Legal --
G. M. --

STATE OF NEBRASKA County of Gage ss. Filed for record and entered in
Numerical Index August 19, 1949 at 9:30 o'clock A. M.

Donald F. Hawley
Register of Deeds
L. Whitney
Deputy