

Margaret M. Hochheim et vir.

COMPARED

EASEMENT FOR ELECTRIC LINES to

Consumers Public Power District

KNOW ALL MEN BY THESE PRESENTS:

That Fred Hochheim and Margaret M. Hochheim (If grantor is nor married add words "an unmarried person") his wife of Gage County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make a total payment of \$14.00 for 12 poles and one 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 Gage County, Nebraska, more particularly described as follows:

Southeast One Quarter (SE 1/4) of Section One (1), Township Six (6) North, Range Six (6) East of the Sixth (6th) P.M.

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

Thirty four (34) feet North of the section line on the south side of the above described property, also One (1) anchor to be located on the Thirty-four (34) foot line along the East side and near the Southeast 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 under brush 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 for 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 1 day of December, A.D. 1948.

WITNESS

Virgil Storrs
Virgil Storrs

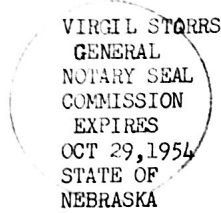
Fred Hochheim
Margaret M. Hochheim
Grantor

STATE OF NEBRASKA)
) SS.
COUNTY OF GAGE)

On this 1 day of December, 1948, before me the undersigned, a Notary Public in and for said County, and State, personally appeared Fred Hochheim and Margaret M. Hochheim 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 notarial seal the date above written.

Virgil Storrs
Notary Public



My commission expires on the 29 day of October, 1954.

APPROVED
Hate MJ
Oper. CRM
Legal
G.M.

STATE OF NEBRASKA County of Gage ss. Filed for record and entered in
Numerical Index February 14th, 1949 at 11:00 o'clock A.M.

Donald J. Hawley
Register of Deeds
L. Whitney, Deputy