

APPROVED
Rates WNJ
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Legal
G.M.

5295 THE STATE OF NEBRASKA)
MADISON COUNTY) ss.

This instrument filed for record the 17 day of
January 1950 at 9:00 o'clock A.M. and recorded in
Vol. 25 of Miscellaneous Page 322.
Marguerite R. Boysen
Register of Deeds

Form N3-Rev. 4-48

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That Alwina Raasch (an unmarried person) (If grantor is not married add words "an unmarried person") of Madison County, Nebraska, in consideration of \$10.00, receipt of which is hereby acknowledged, and the further payment of a sum to make a total payment of \$175.00 for 8 poles and 7 anchors when set on the following described property, does 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 Madison County, Nebraska, more particularly described as follows:

The southeast quarter of the southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty (20), Township Twenty-four (24) North, Range One (1) West of the Sixth P.M.

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

COMPARED

Set six poles and three anchors thirty-four (34) feet north of the section line and along the south side of the above described property. Set two poles and three anchors forty (40) feet north of the section line and at the south side of the above described property, said two poles and three anchors to be located in a space not to exceed one hundred thirty-three (133) feet west of the east property line. One anchor to be located thirty-four (34) feet west of the east property line 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 16th day of December A.D. 1949

WITNESS

Lily B. Schelly

Alwina Raasch

Grantor

STATE OF NEBRASKA,)
COUNTY OF Madison) ss.

On this 16th day of December, 1949, before me the undersigned, a Notary Public in and for said County and State, personally appeared Alwina Raasch 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 her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

(LILY B. SCHELLY)
(MADISON COUNTY, NEBRASKA)
(NOTARIAL SEAL)
(COMMISSION EXPIRES MAR. 21, 1955)

Lily B. Schelly
Notary Public

My Commission expires on the 21st day of March, 1955.

APPROVED 5296 THE STATE OF NEBRASKA)
MADISON COUNTY) ss.
Instrument filed for record the 17 day of

COMPARED