

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That Franklin G. Bartosh and Helen D. Bartosh his wife, of Dodge County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$5.00 for 5 poles and DO anchors when set on the following described property, do ES hereby grant and convey unto the Nebraska Public Power District (hereinafter called "District") (and to)

(Leave blank if no other grantee.)

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 Dodge County, Nebraska, more particularly described as follows:

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section nine (9), Township 20 north, Range 5 east of the 6th P.M., located in Dodge County.

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

Approximately 1' east of the existing road right-of-way located along the west edge of the above described property.

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 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 5 day of Dec., A.D., 19 74

WITNESS

Alonzo J. Swensson, Franklin G. Bartosh, Helen D. Bartosh

Grantor

STATE OF NEBRASKA,

COUNTY OF Dodge

(FOR REGISTER OF DEEDS STAMP)

On this 21 day of Dec., 19 74, before me the undersigned, a Notary Public in and for said County and State, personally appeared FRANKLIN G. BARTOSH HELEN D. BARTOSH

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 purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

My Commission expires on the 1 day of March, 19 75. GENERAL NOTARY, State of Nebraska DANA DANNESE My Comm. Exp. 3-1-75 Notary Public

INDEXED GRANTEE REGISTER COMPARE PAGE

STATE OF NEBRASKA, DODGE COUNTY

Filed for record this 22 day of Feb 19 75

at 2:30 P.M. recorded in Book 9

of Dodge, Page 32 Fee \$ 3.25

Approved by Notary of Deeds

By Deputy