

to be the identical persons 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.

/notarial seal /

Dale R. Whited - Notary Public

My Commission expires on the 24 day of January, 1952.

/o/

Mack Hayward and wife)
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 (Easement
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To)
Consumers Public Power)
District.)

Filed for record the 4 day of August, 1949,
at the hour of 8:58 o'clock A.M.
Recorded in Book 124 on Page 221.

Vest A. Radwin
Register of Deeds.

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That Mack Hayward and Geneva Hayward, his wife of Richardson 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 \$75.00 for four poles and 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 Richardson County, Nebraska, more particularly described as follows:

The Northeast One Quarter (NE¼) of the Southwest One Quarter (SW¼) of Section Thirty-two (32), Township Three (3) North, Range Thirteen 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 (60) feet south of the northwest (NW¼) corner of the above-described property, thence running in an easterly direction across the above-described property to a point on the east property line, approximately sixty (60) feet south of the northeast (NE) 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 14 day of July A.D. 1949.

WITNESS
Dale R. Whited
Dale R. Whited

Mack Hayward
Geneva Hayward
Grantor

State of Nebraska
County of Richardson

^{SS} On this 14 day of July, 1949, before me the undersigned, a Notary Public

