

Form N3-3M-1-52

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That James M. Kirkwood and Alice K. Kirkwood his wife
(If grantor is not married add words "an unmarried person")
of Lancaster 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 \$ 1.00 for each
pole and No 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 Lancaster County, Nebraska, more particularly described as follows:

The Northeast quarter (NE $\frac{1}{4}$) Section four (4), Township eleven (11)
North, Range six (6) East of the 6th P.M.

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

Set poles thirty four (34) feet south and parallel with the North
section line along the North side of the Northeast quarter (NE $\frac{1}{4}$)
Section four (4), Township eleven (11) North, Range six (6)
East of the 6th P. M.

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 17th day of December

A. D. 19 52

WITNESS

Mark Collom
Mark Collom

James M. Kirkwood
Mrs. Alice K. Kirkwood

Grantor

STATE OF NEBRASKA,
COUNTY OF Lancaster } ss.

On this 17th day of December, 1952, before me the undersigned, a Notary Public
in and for said County and State, personally appeared James M. Kirkwood

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 his voluntary act and deed for the purposes therein expressed.
WITNESS my hand and notarial seal the date above written.

Mark Callison
Notary Public

My Commission expires on the 15th day of July, 1956.

STATE OF NEBRASKA,
COUNTY OF Lancaster } ss.

On this 30th day of Dec., 1952, before me the undersigned, a Notary Public
in and for said County and State, personally appeared Alice K. Kirkwood

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.

Mark Callison
Notary Public

My Commission expires on the 15th day of July, 1956.

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Lancaster County, Nebraska

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Recorded in
Lancaster County, Nebraska
on 12/31/52
by 11/11/52

ss.
Lancaster County, Nebraska

James M. Kirkwood
Lancaster
Lancaster

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STATE OF NEBRASKA
COUNTY OF
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