

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That Kenneth C. Schweitzer and Mabel M. Schweitzer 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 \$ 15.00 for 3 poles 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 leasees, 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:

Lot C and D in the Sub-division of the East one half (E 1/2) of Section twenty-six (26), Township ten (10) North, Range seven (7) East of the 6th P.M., except the west 550 feet of the south 514.8 feet of the North 547.8 feet of the Northeast one quarter (NE 1/4) of above mentioned Section 26.

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

One (1) foot south and parallel with south boundary line of the present Public Highway #34 as now established along the north side 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 2nd day of July A. D., 1959.

WITNESS

Virgil Storrs Virgil Storrs Virgil Storrs

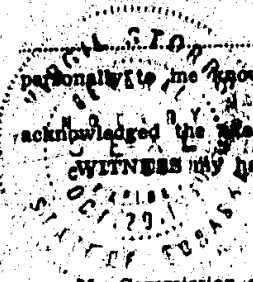
Kenneth C. Schweitzer Mabel M. Schweitzer

Grantor

STATE OF NEBRASKA,
COUNTY OF Lancaster } ss.

On this 2nd day of July, 1959, before me the undersigned, a Notary Public
in and for said County and State, personally appeared Kenneth C. Schweitzer and Mabel M. Schweitzer

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 and notarial seal the date above written.



Virgil Storrs
Notary Public Virgil Storrs

My Commission expires on the 29th day of October, 1960.

STATE OF NEBRASKA,
COUNTY OF _____ } ss.

On this _____ day of _____, 19____, before me the undersigned, a Notary Public
in and for said County and State, personally appeared _____

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

Notary Public

My Commission expires on the _____ day of _____, 19____.

INDEXED
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APPROVED
Rates
Oper. <u>Morgan</u>
Legal
GM

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se Schweitzer

STATE OF NEBRASKA } ss.
Lancaster County

Entered on numerical Index and
Filed for record in the Register of
Deeds Office of said County the

1 day of OCT, 1959
at 11 o'clock and
minutes 19 M, and recorded in
Book 12 of M 10001

at page

Kenneth C. Schweitzer
Notary Public

By _____
Notary Public

By Speaker
Deputy

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