

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That Richard W. Ages and Eloise R. his wife (If grantor is not married add words "an unmarried person")

of Lancaster County, Nebraska, in consideration of \$10.00 receipt of which is hereby

acknowledged, to make a total payment of \$10.00 for Five (5) Nine (9)

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 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:

Lot 8 1/2 of irregular tracts located in the northeast quarter (NE 1/4) of Section Thirty-three (33), Township Ten (10) North, Range Seven (7) East of the 6th P. M.

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

Along a line one (1) foot west and parallel with the west right-of-way line of 70th Street as now established.

The District will relocate at no cost or expense to the above grantors any poles, wires, guys and other necessary equipment in connection therewith, to conform with subdivision layout of streets, lots, or utility work connected therewith.

The District will erect only the usual single, wooden pole.

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 20th day of February A. D. 1962

WITNESS

John J. Cahill

Eloise R. Ages Richard W. Ages

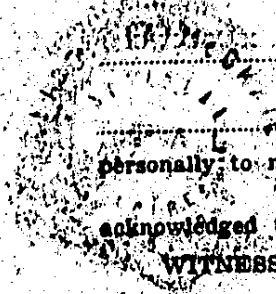
Grantor

STATE OF NEBRASKA,
COUNTY OF Lancaster } ss.

On this 20th day of February, 1962, before me the undersigned, a Notary Public

in and for said County and State, personally appeared Eloise R. Agee and Richard W. Agee

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.



[Signature]
Notary Public

My Commission expires on the 26 day of May, 1965

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____

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COMPARED
PAGED Casement

*Richard W. Agee & wife
Commission Public Power Dist.*

STATE OF NEBRASKA } ss.
Lancaster County

Entered on numerical Index and
filed for record in the Register of
Deeds Office of said County the
26 day of FEBRUARY 1962
at 2 P o'clock and 05
minutes P M, and recorded in
Book _____ of _____

[Signature]
Notary Public

*325
James M. [unclear]*