

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

That Kendel Corporation and XXXXXX of Sarpy County, Nebraska, in consideration of (If Grantor is not married, add words "an unmarried person".)

\$ 1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$ None for 1 poles and 1 anchors when set on the following described property, do We 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 Cass County, Nebraska, more particularly described as follows:

Lots number one (1) through forty-four (44) inclusive, located in Kendel Heights. And outlot "A" being a replatting of sublots 1, 2, & 3 of lot 46 in the NE 1/4 of section 24, T 12N, R13E, of the 6th P.M., Cass County, Nebraska.

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

The underground lines and the transformers will be in a 10 ft. strip inside the back lot lines. A 5 ft. strip of land adjoining all side boundary lot lines.

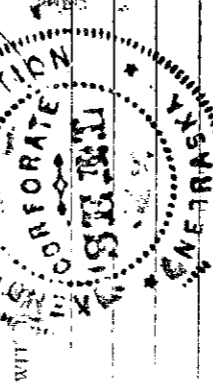
The Grantee(s) shall also have the privilege and easement of ingress and egress across the property to its (their) officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line.

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 and sealed this 24th day of April, A.D., 19 24



Kendel Corp
By: [Signature]

Grantor

STATE OF NEBRASKA,
COUNTY OF Sarpy

On this 7 day of April, 1924, before me the undersigned, a Notary Public in and for said County and State, personally appeared Marie E. Porter

personally to me, knowing the identical person(s) who signed the foregoing instrument, and the person(s) who acknowledged the execution thereof, and who with me read and understood the contents and purpose thereof.

WITNESS my hand and official seal the date above written.

My Commission expires on the 1st day of April, 1924
Marie E. Porter
Notary Public

Marie E. Porter

(FOR REGISTER OF DEEDS STAMP)

THE STATE OF NEBRASKA }
CASS COUNTY }

Entered in numerical index and filed for record in the Register of Deeds Office, of said County, this 12

day of April, 1924

at 1 o'clock and 25 minutes P.M., and recorded in book 16 of Mac

of page 239
Betty Philbert
Register of Deeds \$ 4.00

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COMPARED