

N3-0375

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Kel Johnson and _____, his wife, of
 (If Grantor is not married, add words "an unmarried person".)
Washington County, Nebraska, in consideration of \$ 1.00, receipt of which is hereby acknowledged, and the further payment of a
 sum to make total payment of \$ _____ for _____ poles and _____ anchors and other necessary equipment when set on the following described property.
 do _____ hereby grant and convey unto the City of Tokamah and its Lessee the Nebraska Public Power District
 (hereinafter referred to as Grantee, whether one or more)

its (their) heirs, 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, underground electric facilities and other necessary equipment in connection therewith, on and across the following property situated in
Burt County, Nebraska, more particularly described as follows.

Block 2, Block 3, and Block 4 of Summit Heights Addition, Tokamah, Nebraska.

The electric line and underground electric facilities herein contemplated shall be located on the property approximately as follows:

1 side lot 5' easement for Lot #6 Block #2. 1 side lot 5' easement for Lot #12 Block #3.
 1 side lot and rear lot 5' easement for Lot #8 Block 4 in Summit Height Addition for
 underground Street Lighting.

The Grantee 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 and underground electric facilities.

The Grantee 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, underground electric facilities and equipment used in connection therewith.

The Grantee 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 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 any overhead electric lines, however, in the event that all or part of the underground electric facilities which
 may be installed on said easement right-of-way becomes defective or unserviceable in the sole judgment of the Grantee, the Grantee shall have the right, without
 additional payment or consideration to the Grantor or their successors in title for any damage or loss occasioned thereby, to maintain, repair or replace such
 underground facilities; provided, if improvements to the property make the installation of such replacements impractical at the location of the original easement
 granted hereby, the Grantor or their successors in title shall grant and convey to the Grantee, for the same consideration as given herein, an easement for such
 further installation at a location on said property which is mutually satisfactory to the parties. If the parties fail to agree upon any such new location for the under-
 ground electric facilities, the Grantee shall have the right to determine the most suitable location for the easement thereof and the Grantor agrees to convey such
 easement; and if the parties fail to agree upon any such new location for underground electric facilities, the Grantee shall have no obligation to replace or provide
 the underground electric facilities across or to any such property. In determining the locations for further installation the Grantee shall at all times exercise due
 care and diligence to avoid injury or damage to the property of the Grantor or their successors.

The Grantee agrees that should the lines and underground electric facilities 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 Oct., A.D., 19 28.

WITNESS

Sheryl Neumann

Kel Johnson
 Kel Johnson

STATE OF NEBRASKA,

COUNTY OF Burt

On this 17th day of October, 19 28, before me the undersigned, a
 Notary Public in and for said County and State, personally appeared

Kel Johnson
 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 purpose therein expressed.

WIT ESS. JOURNAL and the date above written.

GENERAL NOTARIAL

My Comm. Expires

March 9, 1931
 Notary Public

(FOR REGISTER OF DEEDS STAMP)

RECORDED
 A. DALE FRENCH
 COUNTY CLERK

1928 OCT 18 PM 4:34

FILED
 BURT COUNTY, NEBRASKA