

UNDERGROUND CABLE EASEMENT

The undersigned (hereinafter referred to in the singular as GRANTOR, whether one or more), the owner of the real estate herein described, for valuable consideration received, does hereby grant, convey, and warrant to NORRIS PUBLIC POWER DISTRICT, a public corporation (hereinafter referred to as GRANTEE), its successors and assigns, the rights, privileges and easements hereinafter set forth with respect to the following described real estate in the County of Lancaster, State of Nebraska, to wit:

Lots Forty-three (43) and Forty-four (44), located in the West half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township Eleven (11) North, Range Five (5) East of the 6th P.M.

(hereinafter referred to as "said land.")

The rights, privileges and easements hereby granted to GRANTEE shall include the right, privilege and easement to construct within a strip of land 15' wide across said land, and to reconstruct, operate, maintain, inspect, test, repair, alter, replace, remove, and abandon in place, an initial underground cable together with all other rights necessary or convenient for the enjoyment of the rights, privileges and easements hereby granted. As used herein, the term "cable" shall also include such sub-surface cable appurtenances and facilities as are necessary or convenient, in the judgment of GRANTEE, for the operation or maintenance of any such cable. GRANTEE shall have the right in ingress and egress over said land at convenient points for the exercise of the rights, privileges and easements herein granted.

TO HAVE AND TO HOLD said rights, privileges and easement unto said GRANTEE, its successors and assigns until GRANTEE shall release such rights, privileges and easements by an instrument in writing duly recorded.

The terms and conditions of this agreement are as follows:

1. GRANTEE shall pay the then owners of said land and any tenant or lessee thereof, as their respective interest may appear, for any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights herein granted.
2. The cable installed hereunder shall be constructed not less than 36" below the surface elevation of said land at the time of construction.
3. GRANTOR hereby reserves the right to use said land in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder, provided; however, the GRANTOR shall not construct nor permit to be constructed, any house, building or other structure in the immediate vicinity of the cable or other facility constructed by GRANTEE hereunder, without the express prior consent of the GRANTEE. In addition, GRANTEE shall have the right from time to time to cut all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easements herein granted.
4. Said 15' wide strip of land shall be described as the West 15' of said land adjacent to the road right-of-way.

5. The GRANTEE agrees to pay the GRANTOR for the privileges herein granted, when said cable has been completely installed at the rate of \$ .10 per lineal foot consisting of approximately 2,359.6 feet resulting in a total of \$ 235.96 as full payment for all rights and privileges herein granted.

GRANTOR hereby acknowledges that the person securing this grant is without authority from GRANTEE to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this 11 day of June 19 86.

Herman J. Gerdes  
(Husband)

Edna Gerdes  
(Wife)

Malcolm Neb.  
(Address)

Malcolm Neb.  
(Address)

ACKNOWLEDGEMENT

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS On this 11 day of June 1986  
before me, a notary public commissioned and qualified for and in said county, personally came Herman J. and Edna Gerdes to me known to be the identical persons whose names affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and seal the day and year last above written. My commission expires March 23, 1988.

G. L. Hanson  
Notary Public

DEMETRIUS...  
NOTARY PUBLIC  
STATE OF NEBRASKA

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MAA  
Mist

LANCASTER COUNTY, NEBR.  
Dan Falls  
REGISTER OF DEEDS  
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FILED FOR RECORD AS:

INST. NO. 86- 24334

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