

EASEMENT FOR ELECTRIC LINES AND/OR UNDERGROUND ELECTRIC FACILITIES

KNOW ALL MEN BY THESE PRESENTS:

That Wagner Enterprises, LTD, mt a Nebraska corporation, his wife, of Madison 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 \$ 165.00 for 12 poles and 3 anchors and other necessary equipment when set on the following described property, do hereby grant and convey unto the (hereinafter referred to as Grantee, whether one or more)

City of Norfolk and its lessee the Nebraska Public Power District

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, underground electric facilities and other necessary equipment in connection therewith, on and across the following property situated in Madison County, Nebraska, more particularly described as follows.

A tract of land lying wholly in the South half of the Southwest Quarter (S 1/2 SW 1/4) of Section 28, Township 24 North, Range 1 West of the 6th P.M., Madison County, Nebraska. Said tract is more particularly described as follows: Beginning at the Southwest corner of said Section 28, thence proceeding East on an assumed bearing of N 90° 00' E, 2148.6 ft; thence continuing N 0° 01' W, 565.7 ft; thence N 34° 16' E, 594.6 ft; thence N 46° 41' W, 330.1 ft; thence N 89° 59' W, 2231.3 ft; thence S 0° 32' W, 1324.2 ft to the point of beginning and containing 68.13 acres more or less.

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

The electric line is to be located approximately 41' North and parallel to the South section line of Section 28. Three anchors are to be located approximately 41' North and a maximum of 90' E of the Southwest corner of Section 28 with approximately 3' separation between anchors.

The intent of this easement is to build a 3Ø feeder along the South property line of the above described property. This line is being built to improve the existing service to the area involved to the mutual benefit of all customers in this area.

Work necessary because of road widening or alteration will be the responsibility of the Nebraska Public Power District and/or the agency doing the road work. Providing Mr. Wagner upgrades the existing ditch along the south property line of the above described property, Mr. Wagner would not be responsible for the lowering or moving of the poles and anchors as described above.

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 underground electric facilities, the Grantee shall have the right to determine the most suitable location for the easement therefor 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 16 day of August, A.D., 19 78

WITNESS

Stephen B. Shank

Wagner Enterprises LTD Madison T. Wagner Pres.

STATE OF NEBRASKA, COUNTY OF Madison



On this 16 day of August, 19 78, before me the undersigned, a Notary Public in and for said County and State, personally appeared Wagner Enterprises LTD Madison Wagner - Pres. 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 his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written. My Commission expires on the 8 day of July, 19 81 Stephen B. Shank

(FOR REGISTER OF DEEDS STAMP)

Chg. \$3.25 No; 3573 Paged General Indexed

THE STATE OF NEBRASKA } ss. MADISON COUNTY This instrument filed for record the 18 day of August, 19 78 at 9:00 o'clock A.M. and recorded in M78-8 Page 488

Notary Public Registrar of Deeds