

## UNDERGROUND CABLE EASEMENT

The undersigned, **134TH AND 'O' ST. PARTNERSHIP**, (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:

Lot Four (4), irregular tract, located in the Northeast Quarter (NE 1/4) of Section Twenty-Nine (29), Township Ten (10) North, Range Eight (8) East, Lancaster County, Nebraska;

and more particularly described as follows:

hereinafter referred to as "said land").

An Easement described as five feet on either side of the installed cable.

The rights, privileges and easements hereby granted to GRANTEE shall include the right, privilege and easement to construct within a strip of land 10' wide across said land, herein before described and to reconstruct, operate, maintain, inspect, test, repair, alter, replace, remove and abandon in place, an initial and subsequent underground cable systems together with all other rights necessary or convenient for the enjoyment of the rights, privileges and such surface and 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 of 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 easements 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 or growing crops which may be caused by the exercise of the rights herein granted.
2. The cable installed hereunder shall be constructed approximately 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, that 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.

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 9<sup>TH</sup> DAY OF FEBRUARY, 1995

Gerald L. Fisher  
GERALD L. FISHER  
3301 S. 39TH ST  
LINCOLN, NEBRASKA 68506

ACKNOWLEDGMENT

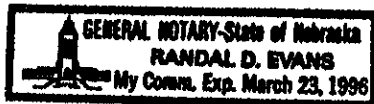
STATE OF NEBRASKA            )  
                                          ) ss.  
COUNTY OF LANCASTER        )

On this 9<sup>TH</sup> day of FEBRUARY, 1995 before me, a Notary Public commissioned and qualified for and in said County, personally came Gerald L. Fisher, to me is known to be the identical person whose name is affixed to the foregoing instrument as Grantor and acknowledges the same to be his voluntary act and deed.

Witness my hand and seal the date and year last written above.

Randal D. Evans  
NOTARY PUBLIC

My Commission Expires:



BLOCK  
COURT  
CLOCK  
*[Handwritten scribbles]*

LANCASTER COUNTY, NEB  
Dan Galter  
REGISTER OF DEEDS

**\$10.50**

FEB 24 2 49 PM '95

INST. NO 95        \* 4626



606 IRVING ST.  
P.O. BOX 399  
BEATRICE, NE 68310-0399

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