

Pages 2 Doc Tax \$ _____ EX# _____
 Fee Amt \$ 10.50 Ck Pd \$ 10.50
 Cash Pd \$ _____ Refund \$ _____
 Paid by NPPD Ck # 54065
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 CUSTOMER CODE _____
 RETURN TO NPPD
BOX 399
BEATRICE NE 68310

State of Nebraska, Gage County ss. Entered in Numerical Index and filed for record the 23rd day of March, 2004 at 8:00 o'clock A.M.; and recorded as INSTRUMENT NO. 2004-1283
Ruth E. Sims
 Register of Deeds

2004-1283
 3-6-6

TRACT INDEX ✓
 COMPUTER ✓
 COMPARED ✓
 PAGED ✓

By _____ Deputy w.o.# 4646-98

UNDERGROUND CABLE EASEMENT

The undersigned, **BRUCE A. TOPP, and KIMBERLY A. TOPP**, (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 Gage, State of Nebraska, to wit:

The Northwest Quarter (NW ¼) of Section Three (3), Township Six (6) North, Range Six (6) East of the 6th P.M., Gage County, Nebraska, excluding Parcel 'A' as show on the attached Boundary Survey;

and more particularly described as follows:

Commencing at the North Quarter (N ¼) Corner of Section Three (3), Township Six (6) North, Range Six (6) East, of the 6th P.M., Gage County, Nebraska; thence in a southerly direction along the east line of the Northwest Quarter (NW ¼) of Section Three (3) a distance of thirty-three (33) feet to the point of beginning; thence in a westerly direction thirty-three (33) feet from and parallel to the north line of Section Three (3) a distance of two thousand two hundred seventy-two (2,272) feet; thence in a southerly direction three hundred sixty-eight (368) feet from and parallel to the west line of Section Three (3) a distance of twenty (20) feet; thence in an easterly direction fifty-three (53) feet from and parallel to the north line of Section Three (3) a distance of two thousand two hundred seventy-two (2,272) feet to the east line of the Northwest Quarter (NW ¼) of Section Three (3); thence in a northerly direction along the east line of the Northwest Quarter (NW ¼) of Section Three (3) a distance of twenty (20) feet to the point of beginning; embracing an area of 1.04 acres more or less;

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 20' 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. Should GRANTEE terminate the use of the underground cable, GRANTEE shall notify GRANTOR and release this easement in writing within one year of the termination date.
4. 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 above described area 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.

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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 10th DAY OF March, 2003.

Bruce A. Topp
BRUCE A. TOPP
1820 W Ash Rd.
Cortland, NE 68331

Kimberly A. Topp
KIMBERLY A. TOPP

ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF LAUNCESTER) ss.

On this 10 day of MARCH, 2004, before me, a Notary Public commissioned and qualified for and in said County, personally came Bruce A. Topp and Kimberly A. Topp, to me is known to be the identical person(s) whose names are affixed to the foregoing instrument as Grantor and acknowledges the same to be his/her voluntary act and deed.

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



Will Larson

My Commission Expires: MAY 5, 2007

NOTARY PUBLIC

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