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w.o. # 44910-35

UNDERGROUND CABLE EASEMENT

The undersigned, **HERMAN J. AND EDNA J. GERDES**, husband and wife, (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 Forty-Eight (48), irregular tract, located in the Southeast Quarter (SE 1/4) of Section Twenty-One (21), Township Eleven (11) North, Range Five (5) East of the Sixth Principal Meridian, Lancaster County, Nebraska;

and more particularly described as follows:

The east twenty (20) feet of the north four hundred and forty (440) feet of Lot Forty-Eight (48), irregular tract, located in the Southeast Quarter (SE 1/4) of Section Twenty-One (21), Township Eleven (11) North, Range Five (5) East of the Sixth Principal Meridian, Lancaster County, Nebraska.

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.

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