

14-15-10  
15-15-10

BOOK 540 PART 109

EASEMENT

THIS INDENTURE, made this 12th day of July, 19 74, between

Bob Gottsch and Lois A. Gottsch, husband and wife

hereinafter referred to as Grantor and LINCOLN PUBLIC POWER DISTRICT, a public corporation, referred to as Grantee.

WITNESSETH:

An Irrigation System,

THAT WHEREAS, Grantor is in the process of constructing ~~an irrigation system~~ upon the following described real estate, to wit: Part of the NW<sup>1/4</sup> of Section 14 together with part of the NE<sup>1/4</sup> of Sec. 15 lying east of the Elkhorn River, all in T15N, R10E of the 6th P.M., Douglas County, Nebr.

Sketch on reverse side of this document shows approx. location of Electric Facilities as constructed upon the above-described tract of land.

to which it holds fee simple title, and an easement is required over said real estate in favor of Grantee so that Grantee may construct and operate electric ~~irrigation~~ installations necessary to supply such services to this residence.

NOW THEREFORE, in consideration of the Grantee installing said utilities to serve said residence, the Grantor does hereby grant to the Grantee, ~~its~~ successors and assigns, a permanent license, easement and right of way with rights of ingress and egress thereto, to install, erect, lay, maintain, operate, repair, renew and remove, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instruments and to extend the same for the carrying and transmission of electric current for light, heat and power ~~irrigation~~ on the above described real estate, on, over, through, under and across, a strip of land sixteen feet (16') in width, being eight feet (8') on each side of and parallel to facilities as constructed by Grantee.

TO HAVE AND TO HOLD said easement and right of way unto said Grantee, ~~its~~ successors and assigns.

Grantor covenants that it has good and lawful title to said real estate and will protect the Grantee in the possession and use thereof herein granted.

The Grantor and Grantee further covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said real estate any building, structure, or sign, except walks or driver ways, and that it will not permit anyone else to do so.

2. Grantee agrees to restore the surface of the soil excavated for any purpose hereunder, to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be. Such restorations, repair or replacement shall be performed as soon as may reasonably be possible to do so.

3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder by Grantor shall be accomplished by Grantee if reasonably possible, but the expense of so doing to be paid by Grantor, including costs of construction, surveys, recording and local fees and other costs incurred.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

*Bob Gottsch*  
Grantors

*Lois A. Gottsch*  
Grantors



*C. S. Engr.*  
Assistant Secretary

*Lloyd C. Shalla*  
Assistant General Manager

STATE OF Nebraska  
COUNTY OF Douglas

On this 12th day of July, 19 74, before me the undersigned,

a Notary Public in and for said County and State, personally appeared Bob Gottsch and Lois A. Gottsch husband and wife

personally to me known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution to be their voluntary act and deed for the purpose therein expressed.

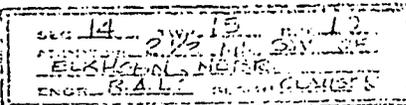
WITNESS my hand and Notarial Seal the date above written.

*Robert G. Lawrence*  
Notary Public

My Commission expires on the August 30, 1977 day of August, 19 77.

C. & S. ENGR. *LSH*  
DATE 7-18-74  
PAST  
YOURS, ENGR. *LSH*  
DATE 7/18/74

WO #4922  
EST. #82257



ENGR. DEPT. L. G. Kupil LEGAL DEPT. W. P. Berris ACCT. DEPT. Larry E. Faye  
DATE 7-19-74 DATE 7/24/74

11 Mar '5

RECEIVED  
1914 AUG - 5 PM 10:49  
CLARENCE OSBORN  
REGISTER OF DEEDS  
DODGE COUNTY, NEBR.

THE STATE OF NEBRASKA  
Dodge County

Entered in Numerical Index and filed for  
Record in the office of the Register of Deeds  
of said County and recorded in Book 5740  
of misc Page 109

E. Harold Ostler  
REGISTER OF DEEDS

BOOK 540 PAGE 110

By J. W. Worner Deputy  
MAIL pp 2

RECORDED  
15-15-10  
FEE 6.50

15-15-10

