

14-15-10
15-15-10

BOOK 540 PAGE 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, hereinafter referred to as Grantee.

WITNESSETH:

An Irrigation System,

THAT WHEREAS, Grantor is in the process of constructing ~~XXXXXX~~ upon the following described real estate, to wit:
Part of the NW $\frac{1}{4}$ of Section 14 together with part of the NE $\frac{1}{4}$ 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 ~~XXXXXX~~ 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, ~~XXXXXX~~ 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, remove and remove, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentsities and to extend the same for the carrying and transmission of electric current for light, heat and power ~~XXXXXX~~ including all services of the Grantee to the residence 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, ~~XXXXXX~~ 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 appliances, except walks or drive-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 Grantee 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.

[Signature]
Grantors

ATTEST:
CORPORATE SEAL

~~XXXXXXXXXXXXXXXXXXXX~~

ATTEST:
1974
Assistant Secretary
STATE OF Nebraska
COUNTY OF Douglas

OMAHA PUBLIC POWER DISTRICT
[Signature]
Assistant General Manager

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.

[Signature]
Notary Public

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

C. & S. ENGR. [Signature]
DATE 7-18-74
PAST. ENGR. [Signature]
DATE 7/18/74

WO #4922
EST. #82257

SEC 14 T15N R10E
PLAT 212
ELKHORN, NEBR.
ENGR. B.A.L. & SONS

ENGR. [Signature] LEGAL ACOT. [Signature]
DEPT. [Signature] DEPT. [Signature]
DATE 7-19-74 DATE 7/24/74

11 Mar '5

RECEIVED
1914 AUG-5 PM 10:49
CLARENCE D. OSTER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEB.

THE STATE OF NEBRASKA
Douglas County

Entered in Numerical Index and filed for
Record in the office of the Register of Deeds
of said County and recorded in Book 540
of plat Page 109

E. Harold Oster
REGISTER OF DEEDS

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MAIL J. L. Wagner Deputy
N 14-15-10 G.P.N.-PQ
Completed 15-15-10 Fee 6.50

15-15-10

