

14-15-10
15-15-10

BOOK 540 PAGE 108

ASSUMPT

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

Bob Gottsch and Lois A. Gottsch, husband and wife

hereinafter referred to as Grantor, and Omaha 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 NW¹ of Section 14 together with part of the NE¹ of Sec. 15 lying land
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, its successors and assigns, a permanent license, easement and right of way with rights of ingress and egress,
traverse, to install, erect, lay, maintain, operate, repair, remove and remove, at any time, service lines, poles, wires, cables,
conductors, bus and runners and other installations 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, 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 the land herein granted any building, structure, or appliances, 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
practicable to do so.

3. It is mutually agreed by and between the parties that relocation of any utility installation or equipment which
situated hereunder required 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 legal fees and other costs incurred.

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

Bob Gottsch
Grantor

Lois A. Gottsch
Grantor

ATTEST:
NOTARY PUBLIC

XXXXXXXXXXXXXXXXXXXX

ATTEST:
1974

OMAHA PUBLIC POWER DISTRICT

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 E. Hansen
Notary Public

My Commission expires on the August 30, 1977

WO #4922
EST. #82257

C. & S. ENGR. L. J. Kupid
DATE 7-18-74
PAST. ENGR. D. N.
DATE 7-18-74

ENGR. L. J. Kupid
DEPT. 7-19-74

LEGAL
DEPT.

DATE

ACCT.

DEPT.

DATE

SEC 14 T15N R10E S15E
PLAT 272
ENCL. 100
ENCL. 100
ENCL. 100

1968
JAN 10 1968
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FEDERAL BUREAU OF INVESTIGATION

Entered in Nurses' Index and filed for
Record in the office of the Register of Deeds
of said County and recorded in Book 540
of Ward Page 109

REGISTER OF DEEDS

PRINCE

