

**POOR COPY FILED**

12-15-10

EASEMENT

BOOK 542 PAGE 243

Distribution

I, Robert Gottsch Owner(s)  
of (agent for) the real estate described as follows, and hereafter referred to as "Grantor":

Part of the SW $\frac{1}{4}$  of Sec. 12 T15N R10E of the 6th P.M., Douglas County, Nebr.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, its successors and assigns, and the NORTHWESTERN BELL TELEPHONE COMPANY, its successors and assigns, collectively referred to as "Grantee", a permanent easement, with rights of ingress and egress thereto, to install, operate, maintain, repair, replace and renew its electric and telephone facilities over, upon, along and under the following described real estate, to wit:

Sketch on reverse side of this document shows location of 10 foot easement.

- (A) Where Grantee's facilities are constructed they shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cable, fixtures, guys and anchors within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least twelve feet (12').
- (B) After electric and telephone facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change in ground elevation or any excavations shall be made therein without prior written approval of the Grantee, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (C) The foregoing right is granted upon the express condition that the Grantees will assume liability for all damages to the above described property caused by Grantees' failure to use due care in the exercise of the granted right.
- (D) It is further agreed Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Grantee forever against the claims of all persons whatsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

WITNESSED by Hand and Notarial Seal this 10th day of September, 1974.

ATTEST:  
Robert Gottsch

ATTEST:  
Grantors

STATE OF Nebraska  
COUNTY OF Douglas  
On this 10th day of September, 1974, before me the undersigned, a Notary Public in and for said County and State, personally appeared Robert Gottsch


STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me the undersigned, a Notary Public in and for said County, personally appeared \_\_\_\_\_, President of \_\_\_\_\_

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

(If corporation), to be personally known to me the undersigned and the identical person(s) whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his/their voluntary act and deed as such officer(s) and/or volunteer(s) of said corporation and that the Corporate Seal of said corporation was thereto attached by its authority.

Witness my hand and Notarial Seal the date above written.

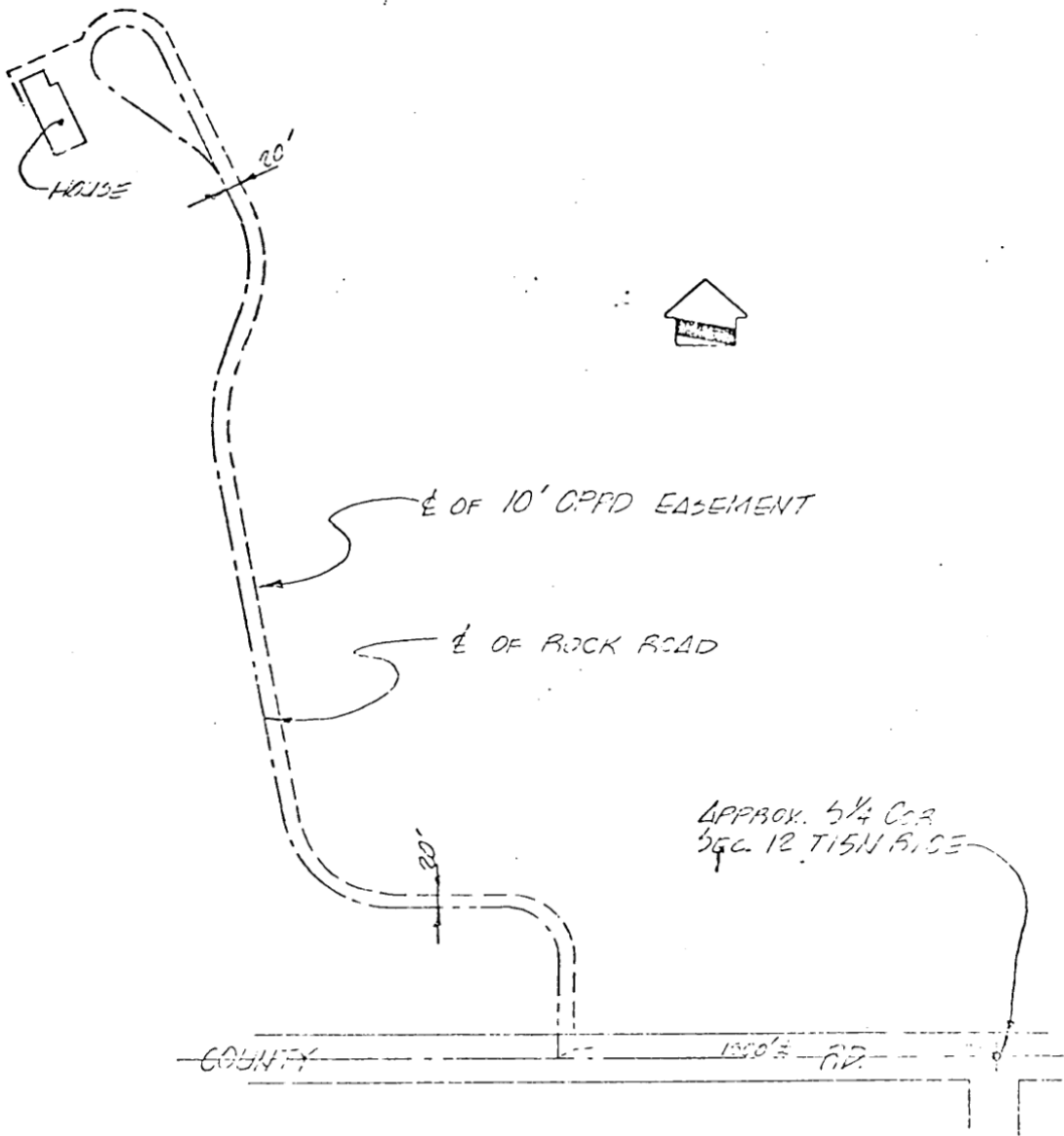
Witness my hand and Notarial Seal at \_\_\_\_\_ in said County the day and year last above written.

 Notary Public  
August 30, 1974

\_\_\_\_\_  
Notary Public

APPROVED 3/4 9/13/74  
Dist. Eng. OW 6-20-74  
C. A. S. Eng. \_\_\_\_\_

Section 12 Township 15 Range 10 Meridian CL  
1 Mi. SW of Elkhorn, NE  
W.O. 15571 E.L. 482502



12-15-10

Omaha Public Power and  
 1623 Harney - Attn. [unclear]  
 12-15-10  
 615

5-98  
 2-73  
 [unclear]

26  
 [unclear]

23 11 9 48