

EASEMENT

THIS INSTRUMENT, made this 5th day of June, 1977, between

FRED R LAMB and VERA M. LAMB hereinafter referred to as Grantor, and OMAHA PUBLIC POWER DISTRICT, a public corporation, and the NORTHWESTERN BELL TELEPHONE COMPANY, a corporation, hereinafter collectively referred to as Grantees,

WITNESSETH:

THAT WHEREAS, Grantor is in the process of constructing a dwellings upon the following described real estate, to wit: Lots One (1) thru Four (4), inclusive and Lots Six (6) thru Twelve (12), inclusive, being a part of Lot Twenty-one (21), being a portion of the Northeast Quarter (NE 1/4) of Section Twenty-one (21) and Lot Fifty (50), being a portion of the Northwest Quarter (NW 1/4) of Section Twenty-two (22), all in Township Twelve (12) North, Range Eleven (11), East of the 6th P.M., Cass County, Nebraska.

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

NOW THEREFORE, in consideration of the Grantees installing said utilities to serve said residence, the Grantor does hereby grant to the Grantees, their 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, relay and remove, at any time, service lines, poles, wires, cables, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power on, over, through, under and across, including all services of the Grantees to the residence on the above described real estate, a strip of land Sixteen feet (16') in width, being Eight feet (8') on each side of and parallel to facilities as constructed by Grantees.

TO HAVE AND TO HOLD said easement and right of way unto said Grantees, their successors and assigns.

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

The Grantor and Grantees 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 land where said utility installations are constructed, building, structure, except walks or driveways, and that it will not permit anyone else to do so.
2. Grantees agree 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 requested by Grantor shall be accomplished by Grantees 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 easement to be signed on the day and year first above written.

Fred R Lamb and Vera M. Lamb Grantors

ATTEST: [Signature]

ATTEST: OMAHA PUBLIC POWER DISTRICT

STATE OF NEBRASKA COUNTY OF CASS ss

On this 5th day of June, 1977, before me the undersigned, a Notary Public in and for said County and State, personally appeared Fred R. Lamb

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

WITNESS my hand and Notarial Seal the date above written. Donald O. Joern Notary Public 1977

My Commission expires on the 30th day of August, 1977

DONALD O. JOERN GENERAL NOTARY State of Nebraska My Commission expires August 30, 1977

Est no. #80903 EST # 80903 wd 5224

Section 21 & 22 Township 12 Range 11, Salesman Cope Engr. Pleiss

Recorded in Misc. Book No. at Page No. on the day of 19

1 mile west of Louisville

FILED FOR RECORD 1-27-77 AT 9:49 A.M. IN BOOK 17 OF REGISTER OF DEEDS, CASS CO., NEBR. PAGE 93

Doc # 115

COMPARED

STATE OF Nebraska }
Lincoln County } ss.

On this 11 day of JUNE, 1921, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Mira M. Lamb

to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Wm T Smith Notary Public.

My Commission expires the _____ day of _____, 19_____

