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EASEMENT AND AGREEMENT
 FOR ELECTRIC POWER

This easement and agreement made this 1st day of May 1970, between Hills Farm, Inc., hereinafter called "owner" and the Department of Utilities of the City of Fremont, Dodge County, Nebraska, hereinafter called "City".

1. Placement of Improvements. Owner does hereby grant and convey to the City, its successors and assigns, an easement over, across and upon those parcels of land hereinafter specifically described and identified as parcels 1 to 8 inclusive, for the purpose of placing and maintaining thereon, the improvements severally described and further identified, by numbers 1 to 8 inclusive, as to location on the plat hereto attached and by reference made a part hereof.

2. Use. Said structures shall be used for the purpose of transmission and distribution of electrical energy.

3. (a) Parcel 1. A parcel of land 30 feet by 70 feet and located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and being specifically described as follows:

Commencing at the northwest corner of said 40 acre tract; thence east 33 feet to the east margin of Downing Street extended; thence south 18 feet to the point of beginning; thence east 70 feet; thence at a right angle south 30 feet; thence at a right angle west 70 feet to the east margin of the County Road; thence north 30 feet to the point of beginning.

(b) The City shall have the right to construct and operate and maintain thereon a one pole structure and power line and anchors to the east.

(1) This will include in every instance the sub-surface portion of said structure.

(c) The consideration for the aforesaid will be \$25.00 for the said pole and \$50.00 for the said anchors.

4. (a) Parcel 2. That portion of ground located in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 17 North, Range 8 East of the 6th P.M. Dodge County, Nebraska, and only necessary for the purpose of constructing and maintaining thereon a one pole structure and a two pole structure and as located on the attached plat and marked as 2 (a) and 2 (b) and the right to place, construct and maintain a power line thereon and extending on the center line of the following description:

Commencing at the northeast corner of said 40 acre tract; thence west 33 feet; thence south 18 feet to the point of beginning; thence west 842 feet more or less to the east margin of Dunbar Street; thence south at a right angle 30 feet; thence at a right angle east 842 feet more or less to the west margin of the County Road; thence north 30 feet to the point of beginning.

2 (b) Said power line at its sagging point will be at a minimum of 18 feet.

(c) The consideration for the aforesaid will be \$25.00 for the single pole, \$50.00 for the double pole and 10¢ per lineal foot for said 842 foot aerial right of way over and across the owner's said described property.

5. (a) Parcel 3. That portion of ground located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and only necessary for the purpose of constructing and maintaining thereon a two pole structure and as located on the attached plat and marked Number 3 and the right to place, construct and maintain a power line thereon and extending on the center line of the following described property:

Commencing at the southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section; thence south 33 feet; thence east 1026 feet more or less to the point of beginning; thence North 15 feet; thence east 88 feet more or less to the west margin of Union Pacific Railroad right of way; thence southeasterly 42 feet along the margin of said Railroad right of way; thence west 118 feet more or less to the east margin of the Chicago, Northwestern Railroad right of way; thence north 15 feet to the point of beginning.

(b) Said power line at its lowest sagging point will be at a minimum of 18 feet.

(c) Consideration for the aforesaid will be \$50.00 for the double pole and 10¢ per lineal foot for the said 103 foot aerial right of way over and across the owner's said described property.

6. (a) Parcel 4. That portion of ground located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and only necessary for the purpose of constructing and maintaining thereon a two pole structure and a tower and as located on the attached plat and marked 4 (a) and 4 (b) and the right to place, construct and maintain a power line and extending 612 feet in length; said land and said improvements being specifically described as follows:

A strip of land in Section 25, Township 17 North, Range 8 East, and a parcel of land within a radius of the center point of a tower to be constructed at the western end of this strip; more particularly described as commencing at the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the section, thence south thirty-three (33') along the section line, thence east thirty-three (33') to the east margin of the ROW of Bell Street and the point of beginning, thence east six hundred feet (600') more or less to the west margin of the ROW of the C&NW RR, thence southeasterly along the margin of the C&NW RR ROW twenty feet (20') more or less, thence west six hundred twelve feet (612') more or less to the east margin of the ROW of Bell Street, thence north fifteen feet (15') to the point of beginning, and a parcel of land within a thirty-five foot (35') radius of a point thirty-three feet (33') south and fifty-one feet (51') east of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the section.

(b) Said power line at its lowest sagging point will be at a minimum of 18 feet.

(c) The consideration for the aforesaid will be \$25.00 for the double pole, \$75.00 for said tower and 10¢ per lineal foot for the said 612 foot aerial right of way over and across the owner's said property.

7. (a) Parcel 5. That portion of ground located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and only necessary for the purpose of constructing and maintaining thereon three double pole structures and as located on the attached plat and marked 5 (a), 5 (b), and 5 (c) and the right to place, construct and maintain a power line thereon and extending on the north line of the following described property:

A strip of land in Section 26, T17N, R8E, commencing at the NE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the section, thence south thirty-three feet (33'), thence west thirty-three feet (33') to the point of beginning, thence west one thousand two hundred fifty-three feet (1253') more or less to the east margin of the ROW of Platte Avenue, thence south fifteen feet (15'), thence east one thousand two hundred fifty-three feet (1253') more or less to the west margin of the ROW of Bell Street, thence north fifteen feet (15') to the point of beginning.

(b) Said power line at its lowest sagging point will be at a minimum of 18 feet.

(c) The consideration for the aforesaid will be \$75.00 for the three double poles and 10¢ per lineal foot for said 1253 foot aerial right of way over and across the owner's said described property.

8. (a) Parcel 6. Withdrawn.

9. (a) Parcel 7. That portion of ground located in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and only necessary for the purpose of constructing and maintaining thereon one single pole structure and one double pole structure and marked as 7 (a) and 7 (b) and as located on the attached plat and the right to place, construct and maintain a power line thereon 730 feet in length and being on the north line of the following described property:

A strip of land in Section 26, T17N, R8E, commencing at the NE corner of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the section, thence south thirty-three feet (33') to the south margin of the ROW of Cloverly Street, thence west two hundred seventy feet (270') more or less to the west margin of the ROW of the C B & Q RR and the point of beginning, thence south fifteen feet (15'), thence west seven hundred thirty feet (730'), thence north fifteen feet (15') to the ROW of Cloverly Street, thence east seven hundred thirty feet (730') to the point of beginning.

(b) Said power line at its lowest sagging point will be at a minimum of 18 feet.

(c) The consideration for the aforesaid will be \$25.00 for the single pole and \$25.00 for the double pole and 10¢ per lineal foot for the 730 foot aerial right of way over and across the owner's said described property.

10. (a) Parcel 8. That portion of ground located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, and only necessary for the purpose of constructing and maintaining thereon one single pole structure and anchors to the East and to the North and the right to construct and maintain a power line thereon, said parcel of ground being described as follows:

A parcel of land in Section 26, T17N, R8E, commencing at the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the section, thence north thirty-three feet (33'), thence east thirty-three feet (33') from the point of beginning; thence north seventy feet (70'), thence east fifteen feet (15'), thence south fifty-five feet (55'), thence east fifty-five feet (55'), thence south fifteen feet (15'), thence west seventy feet (70') to the point of beginning.

(b) Said power line at its lowest sagging point will be at a minimum of 18 feet.

(c) The consideration for the aforesaid will be \$25.00 for the single pole and \$100.00 for said anchors.

11. Payment of Consideration. The aforesaid consideration will be paid on or before the 1st day of November, 1970.

12. (a) Owner reserves the right to use and enjoy the easement land except as may be necessary for the purposes herein granted to the City and so long as said use by the owner will not interfere with said purposes and requirements of the national safety code and requirements of the national electric code.

(b) The City shall have the right of ingress and egress over said easement land and owner's other land for the purpose of installing, replacing, constructing, maintaining, repairing, operating, inspecting and using its power lines or any part thereof which is hereinafter described and identified as easement purposes.

(1) As used in this agreement, a power line shall be defined as a pole line consisting of one pole structures, two pole structures, and towers having the necessary wires, cables, crossarms and other appurtenances thereto necessary for the operation of said line.

13. (a) The City shall be liable to owner for all physical damages done to its crops or other property through any act or omission of City or of any of its contractors, subcontractors or other person in the course of their employment for the City in the carrying out of any of said easement purposes.

(b) This does include the failure of the City to restore the surface of the terrain to its original condition where it has been changed to the damage of owner and by any of the aforesaid acts or omissions.

(c) City shall be liable to the officers, employees or tenants of owner for injuries or damages done to their person or property in carrying out said easement purposes in a negligent manner, which is the proximate cause of the damage.

(d) The City shall protect, indemnify, and save harmless the owner from all claims, demands, suits, judgments and costs and expenses for loss, damage or injury to any person or persons whomsoever, in any manner arising from or growing out of the construction, maintenance,

existence or use of its said property during the operation of this agreement due to the City's actionable negligence, which is the proximate cause of the damage.

14. Tree falling and growth trimming. The City shall have the right to fall trees or trim away growth in any instance that it deems it necessary in carrying out easement purposes.

15. Binding on Whom. This agreement and easement shall be binding upon the parties hereto and the City shall not assign this easement or agreement or any right or privilege granted hereunder without the consent in writing of the owner, which shall not be unreasonably withheld, and the City will continue to be responsible for the performance of this agreement after said assignment.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in two copies the day and year first above written.

HILLS FARM, INC., A Corporation,
Owner

BY: Fred H. Richards, Jr.
President

THE CITY OF FREMONT, NEBRASKA,
A Municipal Corporation
BY ITS DEPARTMENT OF UTILITIES

BY: William J. Schumaker
Superintendent

STATE OF NEBRASKA)
COUNTY OF DODGE) ss

On this 1st day of May, 1970, before me a Notary Public in and for said County, personally came Fred H. Richards, Jr., President and on behalf of Hills Farm, Inc., and identified the agreement as owner and acknowledged the signing of this agreement to be his voluntary act and deed and that of said owner.

WITNESS my hand and notarial seal.

My Commission expires 1-29-71. Lila A. Schumaker, now Lila A. Schumaker Schumaker
Notary Public

STATE OF NEBRASKA)
COUNTY OF DODGE) ss

On this 29th day of Nov, 1970, before me, a Notary Public in and for said County, personally came William J. Schumaker, as Superintendent of the Department of Utilities of the City of Fremont, Dodge County, Nebraska, and identified in this agreement as the City and acknowledged the signing of this agreement to be his voluntary act and deed and that of said City.

WITNESS my hand and notarial seal.

James O. Peterson
Notary Public
My Commission expires Nov 4 1973

