

This easement is made and entered into this 23rd day of April, 1976.

by and between Irene R. McGreer, hereinafter called "OWNER",
and the DEPARTMENT OF UTILITIES OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, hereinafter
called "CITY".

One Dollar and Other
In consideration of Valuable Consideration (\$ 1.00) receipt whereof is
hereby acknowledged, the OWNER hereby grants and conveys to the CITY, its successors
and assigns, the right to construct, operate, and maintain a line or lines for the
transmission and distribution of electrical energy, including the necessary poles, towers,
wires, cables, fixtures, appliances, guy wires, anchors, stubs and brace poles, along
with the right to fell or trim trees, shrubs, or vines which may present a hazard to the
safe operation of said line or lines through and over the following described real
estate:

A strip of land 18 inches wide located 33 feet north of the center
of old State Hiway 8; said strip of land begins 33 feet east of the
west section line of Section 32, Township 17 North, Range 9 East,
Dodge County, Nebraska; thence east along the north margin of old
State Hiway 8 to the east margin of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said
section, thence north 18 inches, thence west and along 18 inches
north of the north margin of old State Hiway 8 and continuing west
to a point 33 feet east of the west section line of said section,
thence south 18 inches to the point of beginning.

The CITY shall have the right of ingress and egress over the OWNER'S property for any
purpose necessary in connection with the construction, operation, maintenance and
inspection or said line or lines, and shall be liable to the OWNER for any reasonable
damage which may be caused in exercising this right.

The CITY shall protect and indemnify and save harmless the OWNER from all claims, demands,
suits, judgments, costs, and expenses for loss, damages or injury to the person or
property of any person or persons, having lawful right of being on the property, in any
manner arising from or growing out of the construction, existence, or use of said lines,
unless such loss, damage or expense shall be due to the negligence of anyone other than
the CITY.

In witness whereof, we have hereunto set our hands this 23rd day of April
1976.

Keith Lallman
Witness

Irene R. McGreer
Owner

State of Nebraska)
) SS
County of Dodge)

On this 23rd day of April, 1976, before me the undersigned, a Notary Public
duly commissioned and qualified for and residing in said county, personally came

Irene R. McGreer
to me known to be the identical person whose name is affixed to the foregoing instrument
and acknowledged the same to be his voluntary act and deed.

Witness my hand and seal the day and year written above.

Keith Lallman
Notary Public

My commission expires May 20, 1976

INDEXED
GRANTOR
GRANTEE
REGISTER
COMPARED
PAGED

