

EASEMENT
FOR

ELECTRIC POWER LINE

This easement is made and entered into this 22^d day of September, 1975,

by and between Arthur & Irene M. Gifford, hereinafter called "OWNERS", and the DEPARTMENT OF UTILITIES OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, hereinafter called "CITY".

one dollar & 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:

Located in Country Club Estates Addition to the City of Fremont, Dodge County, Nebraska:


- Block 1: 5 feet on either side of the common line between lots 10 & 11, 1 and 2.
- Block 2: 5 feet on either side of the common line between lots 12 & 13.
- Block 5: 5 feet on either side of the common line between lots 3 & 4.
- Block 6: 5 feet on either side of the common line between lots 1 & 2 and the north 5 feet of lot 4.

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 22 day of Sept. 1975.

Witness

 JAMES A. PETERSON
General Notary-State of Nebr.
My Commission Expires
November 4, 1977
State of Nebraska)

County of Dodge)
SS

Arthur M. Gifford
Owner
Irene M. Gifford

On this 22^d day of Sept., 1975, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said county, personally came

Arthur & Irene M. Gifford
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.

My commission expires Nov 4 1977
James A. Peterson
Notary Public

INDEXED
GRANTED
REGISTERED
COMPALED
PAGED

FILED FOR RECORD ON THIS 29th DAY OF Sept A.D. 1975 AT 11:00 O'CLOCK P.M. AND RECORDED IN
BOOK 9 PAGE 309 FEES 4.00
James A. Peterson
Registry of Deeds

By _____ Deputy