

FILED FOR RECORD ON THIS

1st

DAY OF

June

A.D. 1971

AT

4:20

O'CLOCK

P.M. AND RECORDED IN BOOK

AT PAGE

229

FEE \$

6.50

Register of Deeds

By

Deputy

INDEXED	<input checked="" type="checkbox"/>
GRANTOR	<input checked="" type="checkbox"/>
GRANTEE	<input checked="" type="checkbox"/>
REGISTER	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
PAGED	<input checked="" type="checkbox"/>

EASEMENT FOR UTILITIES

For valuable consideration, receipt whereof is hereby acknowledged, Farmland, Fremont and Railroad Drainage District, a corporation, hereafter referred to as "District" hereby grants forever to Bernard L. Paden and Leona K. Paden and their heirs, assigns and successors, hereafter referred to as "Paden", the right to construct, maintain, repair, replace, and otherwise maintain control over water lines, sewer lines, gas lines, power cables and poles, telephone cables and poles, and other utilities over the following described real estate owned by the District and located in Dodge County, Nebraska:

From a point in the centerline of the Farmland, Fremont and Railroad Drainage District Dike and its intersection with the west margin of Hanson Street, Village of Inglewood the point of beginning, thence south 0°00' a distance of 182.7 feet; thence south 90°00' east a distance of 427.35 feet, thence south 77°13' east a distance of 89.5 feet, thence south 70°15' east a distance of 771.32 feet, thence south 70°54' east a distance of 558.82 feet, thence south 0°00' east a distance of 10.0 feet, thence south 90°00' east a distance of 297.22 feet, thence north 4°19' east to the south margin of the Village of Inglewood, thence westerly along the south margin of the Village of Inglewood to the point of beginning.

Except, however, that there shall be no easement rights or easement structures within an area within thirty-five feet from the center line of the dike located on the above real estate, or if present dike has to be moved or changed, which results in any easement structure being located in the path of the intended change or modification, then Paden, their heirs, successors and assigns will have to move their easement structure so that there will be no easement structure owned, operated or maintained by any Paden, his employee, heirs, successors, or assigns, in the easement area, and the cost of said removal shall be borne by Paden, his heirs, successors and assigns. Any water, sewer, or gas lines constructed under the terms of this easement shall be placed underground, but shall not be placed in the seventy foot dike area. Any power cables or telephone cables constructed under this easement may be placed either above or below ground. No lines or other appurtenances thereto of any kind will be placed in or upon the seventy foot dike area, except an overhead electric line may be installed, but shall be of sufficient height not to cause danger to any personnel or property working upon or maintaining said dike.

It is further agreed that the Padens named and their employees, agents, assigns, successors and contractors shall have a right to enter the above real estate for any work upon the easement above described. The easement rights herein shall run with the title to the land. The Padens named agree on behalf of themselves, their heirs, successors and assigns that if any damage is caused to the property of the District in constructing, maintaining or repairing or replacing the utilities described, that they shall pay to the District for such damages and further agree that any utilities installed under the terms of this easement shall not interfere with the reasonable surface use of the real estate above described. The Padens named agree on behalf of themselves and their successors that if any damage is caused to any property or person arising from the construction, maintenance, repair, replacement, or operation of any utilities under this easement, that the Padens, their heirs, successors and assigns shall forever indemnify and hold harmless the District from all claims, demands, lawsuits, or liability or damage thereby caused except damage caused on account of negligence of the District or its successors.

It is further agreed that in the event of any flood emergency the District may make any alterations or changes to the hereinabove described utilities without any liability whatsoever for damage to utility property or for interruptions of service to the users thereof. The decision as to what constitutes a flood emergency or the nature of any alterations or changes to be in the sole discretion of the District.

It is further agreed that this easement is subject to all the terms of a lease between the District and Bernard L. Paden and Leona K. Paden dated April 1, 1971.

The officer executing this easement on behalf of the District warrants that he has been authorized to so execute it by said District.

Executed this 28th day of May, 1971.

FARMLAND, FREMONT AND RAILROAD
DRAINAGE DISTRICT, A Corporation,

(Seal)

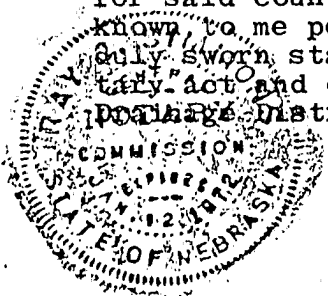
BY *E. H. Keim*
President

Bernard L. Paden
Bernard L. Paden

Leona K. Paden
Leona K. Paden

STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

On this 28th day of May, 1971 before me a notary public in and for said county personally came known to me personally to be the person so named and after being first duly sworn stated that his execution of this document was the voluntary act and deed of himself and of the Farmland, Fremont and Railroad Drainage District, a corporation, after which he signed this document.



[Signature]
Notary Public