

EASEMENT
for
ELECTRIC POWER LINE

This easement is made and entered into this 5 day of July, 1970
by and between WATER SPORTS INC., hereinafter called
"OWNER", and the DEPARTMENT OF UTILITIES OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA
hereinafter called "CITY"

In consideration of ONE DOLLAR & DELATION (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, and the right to use said line
jointly with any TELEPHONE COMPANY, 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 parcel of land in Section 22, T17N, R8E, commencing at the SW corner of the section,
thence east thirty-three feet (33') to the east margin of the ROW of the county road,
thence north four hundred sixty-nine feet (469') to the point of beginning, thence
east thirty feet (30'), thence north eighty feet (80'), thence west thirty feet (30')
to the margin of the ROW of the county road, thence south eighty feet (80') 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 of 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 5 day of JULY
1970

Rennis O. Jaiser
Witness

Edward W. Hale President
Owner

FOR WATER SPORTS INC.



SS

day of July, 1970, before me the undersigned, a
Notary Public duly commissioned and qualified for and residing in said county, personally
came Edward W. Hale
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.

James A. Peterson
Notary Public

My Commission expires July 1, 1973

FILED FOR RECORD ON THIS 6th DAY OF July, A.D. 1970 AT 9:30 O'CLOCK A.M. AND RECORDED IN BOOK 596 AT PAGE 596

FILE # 325

By Shirley A. Roush

Register of Deeds

Deputy

INDEXED
GRANTOR
GRANTEE
REGISTER
COMPARED
PAGED

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