

EASEMENT
FOR
ELECTRIC POWER LINE

This easement is made and entered into this 12 day of MAY, 1971,
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".

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 parcel of land in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22 and
the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 27, T17N, R8E commencing
at the NW corner of Section 27 thence forty feet (40') east
to the east margin of the ROW of the county road and the
point of beginning, thence north fifteen feet (15'), thence
east thirty feet (30'), thence south thirty feet (30'), thence
west thirty feet (30'), thence north fifteen feet (15') to the
point of beginning.

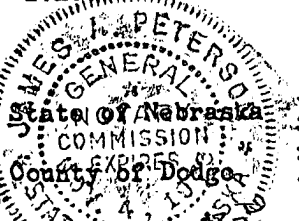
Note: This easement shall be in lieu of and supercede a similar easement
granted July 5, 1970, filed and recorded in book 5, page 596, at
the Dodge County Courthouse, Fremont, Nebraska.

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, judgements, 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 12 day of MAY
1971.

Witness



SS

Owner

On this 12 day of May, 1971, before me the undersigned, a Notary Public
duly commissioned and qualified for and residing in said county, personally came

Edward W. Hall
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.