

EASEMENT
for
ELECTRIC POWER LINE

This easement is made and entered into this 4 day of May, 1970, by and between Esther L., Harvey C., Raymond F., Lloyd J., and Earl L. Stork, hereinafter called "OWNER", and the DEPARTMENT OF UTILITIES OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA hereinafter called "CITY".

In consideration of Twenty dollars (\$ 20.00) 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, ~~XXXXXX~~ wires, cables, fixtures, appliances, ~~XXXXXXXXXXXXXXXXXXXX~~ stubs ~~XXXXXXXXXXXXXXXXXXXX~~ 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 ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXXXXXX~~ my undivided interest in the following described real estate.

A strip of land twenty feet (20') wide, the north-south center line of which begins at a point thirty-three feet (33') east of the west margin of the NE 1/4 of Section 25, T17N, R8E, Dodge County, on the north margin of the ROW of County Highway No. 8 and extends north to a point one hundred forty-one feet (141') south of the north margin of Section 25. A power line shall be located along the above described center line.

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 4 day of May, 1970.

Witness

Owner

Earl L. Stork

State of ~~Nebraska~~) California
) SS
County of ~~Dodge~~) San Francisco

On this 4th day of May, 1970, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in San Francisco County, personally came Earl L. Stork

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.

Catherine C. Rooney
Notary Public

My Commission expires December 24, 1971

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CATHERINE C. ROONEY
Notary Public
City & County of San Francisco, California
FILED FOR RECORD ON THIS 16th DAY OF July, A.D. 1970 AT 9:36 O'CLOCK A.M. AND RECORDED IN BOOK 624 PAGE 602
Arthur P. Roush
Register of Deeds

FILED FOR RECORD ON THIS 16th DAY OF July, A.D. 1970 AT 9:36 O'CLOCK A.M. AND RECORDED IN BOOK 624 PAGE 602
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