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WALTER C. DIERS, PRESIDENT
WALTER C. DIERS CO., INC.
EASEMENT FOR ELECTRIC POWER LINE
By Charles H. Diers, President
15th

This easement is made and entered into this 15th day of May, 19 84, by and between Walter C. Diers Co., Inc. c/o Charles H. Diers, President, hereinafter called "OWNER", and the

DEPARTMENT OF UTILITIES OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, hereinafter called "CITY".

In consideration of one dollar and other valuable ^{consideration} 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 two (2) foot strip of land laying South of and adjacent to the following described line. Commencing at the N.W. corner of Section 18, Township-17-North, Range-9-East, thence South along the West line of said Section fifty (50) feet, thence East parallel to the North line of said Section thirty-three (33) feet to the point of beginning, thence East parallel to the North line of said Section to a point 1992.83 feet West of the East line of said Section, thence South 86°20' East a distance of 1247.23 feet to the point of termination, assuming the North line of said Section to bear due East and West.

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 reasorable 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.

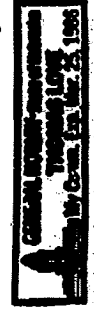
In witness whereof, we have hereunto set our hands this

15 day of May, 1984.
John Wilson Witness
Charles H. Diers, Inc. Owner

State of Nebraska)
 : SS
County of Dodge)

On this 15 day of May, 1984, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said county, personally came

Charles H. Diers 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 July 25, 86.
Charles H. Diers Notary Public