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EASEMENT AGREEMENT

Carol Aivona 50
DODGE COUNTY
REGISTER OF DEEDS (5.00)

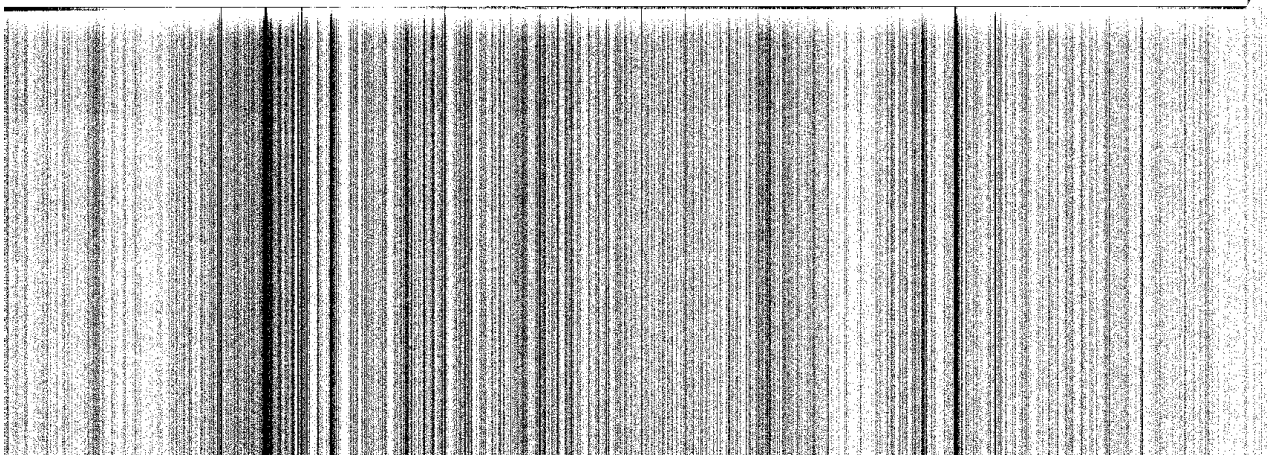
FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, **CONAGRA, INC.**, a Delaware corporation (hereinafter "Grantor") does hereby grant and convey unto the **CITY OF FREMONT, NEBRASKA**, a Nebraska municipal corporation (hereinafter "City") the right to construct, operate and maintain a line or lines for the transmission and distribution of electricity, natural gas, water, and waste water with a right to fell or trim trees, shrubs, or vines which may present a hazard to the safe operation of said utilities through and over the following described real estate, to-wit:

That part of the NW¼ of the NE½ of Section 11, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, described as follows: Commencing at the North quarter corner of Section 11; thence South 33 feet to the Point of Beginning; thence East along the public right-of-way boundary a distance of 20 feet; thence South parallel with the North-South quarter section line 440 feet; thence 90° West and a distance of 20 feet; thence North along the North-South quarter section line a distance of 440 feet to the Point of Beginning.

The City shall have the right of ingress and egress over Grantor's property without disrupting Grantor's operations thereon for purposes reasonably necessary in connection with the construction, operation, maintenance, and inspection of said utilities, and shall be liable to Grantor for any damage which may be caused in exercising this right.

Grantor shall have the right to use and enjoy the property through, under and over which the pipelines and power lines pass and City's exercise of its rights hereunder shall not interfere with Grantor's current level of operations on the property. City's exercise of its rights hereunder shall be subject to any and all other existing rights-of-way, easements, and restrictions on, over, under, through or across the property described above. City shall bury all lines except those carrying electricity and all facilities related thereto under the minimum cover required by law or four feet of cover, whichever is more. City shall construct and maintain all lines in accordance with all applicable laws, rules and regulations and maintain the pipelines and power lines in safe condition.

City agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the pipeline and power line, resulting from any act or omission of City its employees, contractors, subcontractors, or agents in the course of construction, maintenance or operation of the pipeline or power line or use of the easement. Without limiting the general application of the foregoing, City hereby indemnifies and holds harmless Grantor from any claims, damages, losses or penalties caused by any release, discharge, storage, or presence of any hazardous substance on the above-described property caused by or related to the exercise of any right of City under this Agreement. Hazardous substance shall mean anything defined as a hazardous substance under any federal, state or local law.



City agrees that should the pipelines or power lines be abandoned, or not used for a period of two (2) years, the easement shall automatically cease and terminate and City shall, if requested by the undersigned, release the same of record and remove such pipelines and power lines.

City shall maintain at all times during and after installation of the pipelines and power lines which are the subject of this Agreement a comprehensive general liability policy with coverage in an amount not less than \$10,000,000. City shall deliver to Grantor reasonable evidence of such coverage upon the request of Grantor.

This right-of-way agreement may be assigned by City, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one pipeline or an undivided interest therein and/or communication lines, with the full rights of ingress and egress for the maintenance, repair, operation, replacement or removal thereof. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

EXECUTED this 7th day of April, 2000.

CONAGRA, INC., a Delaware corporation

CITY OF FREMONT, NEBRASKA,
a Nebraska municipal corporation

By: Debra L. Keith

By: [Signature]

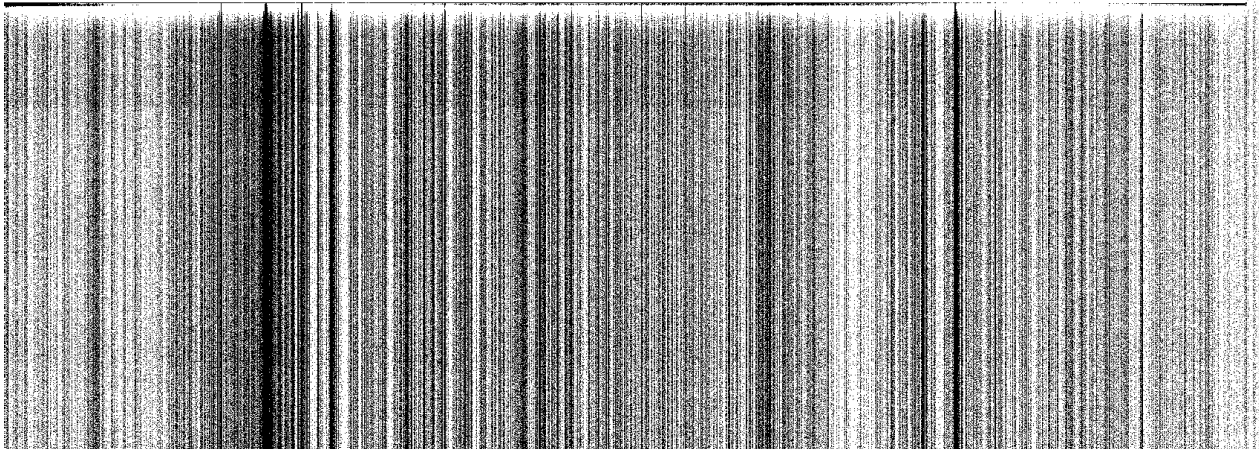
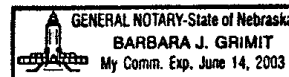
Its: VICE PRESIDENT - TAX

Its: Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

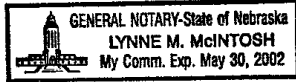
On this 7th day of April, 2000, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Debra L. Keith, as Vice President - Tax of CONAGRA, INC., a Delaware corporation, known to me to be the identical person who subscribed [his/her] name to the foregoing, and acknowledged the execution thereof to be [his/her] voluntary act and deed and the voluntary act and deed of said corporation.

Barbara J. Grimit
NOTARY PUBLIC



STATE OF NEBRASKA)
) ss.
COUNTY OF DODGE)

On this 12th day of April, 2000, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Donald B. Edwards, as Mayor of **CITY OF FREMONT, NEBRASKA**, a Nebraska municipal corporation, known to me to be the identical person who subscribed [his/her] name to the foregoing, and acknowledged the execution thereof to be [his/her] voluntary act and deed and the voluntary act and deed of said corporation.



Lynne M. McIntosh
NOTARY PUBLIC

