

*James H. Fowler*  
*Notary Public*

**EASEMENT  
FOR  
ELECTRIC POWER LINE**

This easement is made and entered into this 30<sup>th</sup> day of August, 1974

by and between JAMES H. FOWLER, hereinafter called "OWNER",  
and the DEPARTMENT OF UTILITIES OF THE CITY OF FARMINGTON, DODGE COUNTY, NEBRASKA, hereinafter  
called "CITY".

In consideration of One dollar and other  
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, stabs 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:

Beginning at the Northeast corner of Section 11 T17N R2E thence South 33 feet and West 33  
feet to the corner of the road right-of-way, which is the point of beginning, thence South  
parallel with the section line to the North right-of-way of the Chicago & North Western  
Railroad, thence West 18 inches, thence North parallel to the fore mentioned section line  
to a point 33 feet South of the North section line of Section 11, thence East 18 inches to  
the point of beginning.

No guys or poles will be installed in the easement area until such time that adjacent private  
ground is sold or condemned for public use.

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 30<sup>th</sup> day of Aug,  
1974


*James H. Fowler*  
Witness

*James H. Fowler*  
Owner

State of Nebraska }  
County of Dodge } 25

On this 30<sup>th</sup> day of Aug, 1974, before me the undersigned, a Notary Public  
duly commissioned and qualified for and residing in said county, personally saw  
*James H. Fowler*  
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**  
General Notary State of Neb.  
My Commission Expires  
November 4, 1977

*James A. Peterson*  
Notary Public

INDEXED  
GRANTED  
GRANTEE  
REGISTER  
COMPASS  
PAGE 11

FILED FOR RECORD ON THIS 30<sup>th</sup> DAY OF Aug, 1974 AT 1:45 O'CLOCK P. AND RECORDED IN Miss  
8 BOOK 8 PAGE 523 REC. 585 *Miss A. Koush*  
Register of Deeds