

REPUBLICAN
FOR
FORGING POWER LINE

This agreement is made and entered into this 16th day of August, 1974

by and between Arthur S. and Irene W. Gifford, hereinafter called "OWNERS", and the DEPARTMENT OF UTILITIES OF THE CITY OF FREMONT, BOHLE COUNTY, NEBRASKA, hereinafter called "CITY".

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, appurtenances, guy wires, and other appurtenances, above and below ground with the right to fall or trip 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:

- located in Country Club Estates Addition to Fremont, Nebraska
- Block 21 5-foot on either side of a common line between Lots 5 and 7; 10 and 11.
- Block 22 5-foot on either side of a common line between Lots 16 and 17.
- Block 24 5-foot on either side of a common line between Lots 5 and 6.
- Block 25 5-foot on either side of a common line between Lots 10 and 11.

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, damage 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, operation, 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 16th day of August 1974

Witness
Owner: Arthur S. Gifford

Irene W. Gifford

State of Nebraska)
County of Dodge) SS

On this 16th day of August, 1974, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said county, personally came

Arthur S. Gifford and Irene W. Gifford to me known to be the identified persons whose name is affixed to the foregoing instrument and acknowledged to me to be the day and year written above.

Notary Public
Walter Simpson

My commission expires on August 15, 1976
NEBRASKA
COUNTY OF DODGE
FREMONT
I, Walter Simpson, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.
Walter Simpson
Notary Public
Fremont, Nebraska