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EASEMENT
FOR
ELECTRIC POWER LINE

This easement is made and entered into this 20th day of April, 1971, by and between Esther L. Stork, hereinafter called "OWNER", and the DEPARTMENT OF UTILITIES OF THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA, hereinafter called "CITY".

One Dollar and Other Valuable Consideration (\$ 1.00)
In consideration of 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 braced 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:

Commencing at the NE Corner of Section 25, Township 17 North, Range 8 East, Dodge County Nebraska; thence west 34.5 feet along the north line of said section; thence at right angle south 33 feet to the point of beginning; thence south 35 feet parallel to the east line of said section; thence at right angle east 5 feet parallel to the north line of said section; thence at right angle north 35 feet parallel to the east line of said section; thence at right angle west 5 feet parallel to the north line of said section and back to the point of beginning.

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 20th day of April, 1971.

Witness
Esther L. Stork
Owner

State of Nebraska)
 : SS
County of Dodge)

On this 20th day of April, 1971, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said county, personally came _____ 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.

1981 My Comm. Exp. Nov. 4, 1981
GENERAL NOTARY - State of Nebraska
JAMES A. PETERSON

Notary Public

My commission expires 11/04/1981
GENERAL NOTARY - State of Nebraska
JAMES A. PETERSON
My Comm. Exp. Nov. 4, 1981

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