

Miscellaneous Record No. 14

37

JOHN STIREK & WIFE :
AND : N Filed April 20th, 1949 at 10:00 o'clock A.M.
OMAHA PUBLIC POWER DISTRICT: Basia Natus
Contract \$1.30 Paid -----: County Clerk

C O N T R A C T

File No. _____

This indenture made this 11th day of February, 1949, by and between OMAHA PUBLIC POWER DISTRICT, a quasi public corporation hereinafter called "The District" and John Stirek & Anna Marie Stirek, Husband & Wife of the County of Sarpy, State of Nebraska, hereinafter called "Grantor (s)".

WITNESSETH: That for and in consideration of \$30.00, receipt whereof is hereby acknowledged by Grantor (s), and mutual covenants, and agreements herein contained, the Grantor (s) do(es) hereby grant and convey unto the District, its successors and assigns, the perpetual right, privilege, easement, authority and right of way to construct, operate, and maintain its poles, electric transmission lines, wires, guys and other fixtures and appliances, over, upon, along and above the following described property situated in Sarpy County, State of Nebraska, to-wit:

Tax-Lot 3 in the Northwest Quarter (NW $\frac{1}{4}$) of Section 27 township 14 range 13 East of the 16th P.M.

Said transmission line to be of single pole construction and to be located along the North line of said Section 27.

The Grantor (s) do (es) hereby further grant unto the District, its successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor (s) adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor (s) do (es) hereby further grant unto the District, its successors and assigns, the permanent right, privilege and authority to cut down trees under or within six (6) feet of the the District's lines, and to cut down or trim any trees or limbs of trees on either side thereof as would be a hazard to said lines in breaking off and falling over or against said lines. All refuse or debris from such tree cutting and trimming shall be disposed of by _____.

The District shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, live stock and other personal property of the Grantor (s) and the District agrees to indemnify and save harmless the Grantor (s) from any and all such damage and loss arising or occurring to such property solely by reason of the District's negligence in the construction, operation and maintenance of said electric line.

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals on the day and year first above written.

ATTEST:
T.F. Hanley
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT
OMAHA, NEBRASKA CORPORATE
SEAL CREATED 1945

OMAHA PUBLIC POWER DISTRICT
By F.J. Koylan
Operating Manager

Tom Dooley
Witnesses

John Stirek
Anna Marie Stirek

Approved: C.W. Minard
Chief Engineer

STATE OF NEBRASKA) ss.
COUNTY OF Sarpy)

On this 11th day of February, 1949, before me the undersigned, a notary public in and for said County and State, personally appeared John Stirek and Anna Marie Stirek personally to me known to be the identical person (s) who signed the foregoing instrument as Grantor (s) and who acknowledged the execution thereof to be their voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

TOM DOOLEY GENERAL NOTARY
STATE OF NEBRASKA COM-
MISSION EXPIRES MAR. 20, 1952

Tom Dooley

Notary Public

My Commission expires on the 20th day of March, 1952.