

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 Omaha Public Power Dist.

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:
F. J. Moylan
Assistant Secretary

OMAHA PUBLIC POWER DISTRICT
* CORPORATE SEAL OMAHA, NEB- *
* NEBRASKA, CREATED 1945 *****

OMAHA PUBLIC POWER DISTRICT
By J. E. Davidson
General Manager

R. H. Ingram
Tom Dooley
Witnesses

Eloise F. Clausen
Roy A. Clausen

Approved:
C. W. Minard
Chief Engineer

STATE OF NEBRASKA)
COUNTY OF Sarpy) ss.

On this 6th day of May, 1948, County and State, personally appeared to be the identical person (s) who acknowledged the execution thereof to be expressed.

lic in and for said personally to me known Grantor(s) and who acknowledged the purpose therein

WITNESS my hand and notarial seal
TO: DOOLEY GENERAL NOTARY
STATE OF NEBRASKA
COMMISSION EXPIRES MAR. 20, 1952

Affected
111 + 129

m Dooley
Notary Public

My Commission expires on the 20th day of

MRS. ANNA C. DUNNE
TO
OMAHA PUBLIC POWER DISTRICT
CONTRACT \$1.15 Pd.

Filed June 20, 1948, at 11 o'clock A.M.

Bessie D. [Signature]
County Clerk

C O N T R A C T

File No. _____

This indenture made this 5th day of May, 1948, by and between OMAHA PUBLIC POWER DISTRICT, a quasi public corporate hereinafter called "The District" and Anne C. Dunne of the County of Sarpy, State of Nebraska hereinafter called "Grantor(s)":

WITNESSETH: That for and in consideration of \$20⁰⁰, 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:

Lots 29 & 30, Martins or Pleasant Hill Subdivision in the South One-Half (S $\frac{1}{2}$) of Section 16 Township 14 North Range 13 East of the 6th P.M. Transmission line to be of single pole construction and to be located on the West lines of said Lots 29 & 30.

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 Omaha Public Power Dist.

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: F. J. Moylan Assistant Secretary

OMAHA PUBLIC POWER DISTRICT * CORPORATE SEAL OMAHA, NEB- * NEBRASKA CREATED 1945

OMAHA PUBLIC POWER DISTRICT By J. E. Davidson General Manager Executive Manager Operating Manager

R. H. Ingram Tom Dooley Witnesses

Mrs. Anna C. Dunne

Approved: C. W. Minard Chief Engineer

STATE OF NEBRASKA) ss. COUNTY OF Sarpy)

On this 5th day of May, 1948, before me the undersigned, a notary public in and for said County and State, personally appeared Anna C. Dunne personally to me known to be the identical person (s) who signed the foregoing instrument as Grantor(s) and who acknowledge the execution thereof to be her 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 * COMMISSION EXPIRES MAR. 20, 1952

Tom Dooley Notary Public

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

HENRY H. KELLER & WIFE TO OMAHA PUBLIC POWER DISTRICT CONTRACT \$1.15 Pd.

Filed June 23, 1948, at 11 o'clock A.M.

Barbara Waters County Clerk

CONTRACT

File No. _____

This indenture made this 6th day of May, 1948, by and between OMAHA PUBLIC POWER DISTRICT, a quasi public corporation hereinafter called "The District" and Henry H. Keller and Emma Keller Husband & Wife of the County of Sarpy, State of Nebraska, hereinafter called "Grantor(s)":

WITNESSETH: That for and in consideration of \$90.00, 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 "D" in the Northeast Quarter (NE 1/4) of Section 21 Township 14 North Range 13 East of the 6th P.M.

Said Transmission Line to be of single pole construction and to be located near the West Line of said Tax Lot "D"

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