

# Miscellaneous Record No. 14

1949-OMAHA PRINTING COMPANY

JAMES HRABIK & WIFE  
AND  
OMAHA PUBLIC POWER DISTRICT:  
Contract \$1.30 Paid - - - -

Filed April 20th, 1949 at 10:00 o'clock A.M.

*Bauer*  
County Clerk

### C O N T R A C T

File No. \_\_\_\_\_

This indenture made this 4<sup>th</sup> day of March, 1949, by and between OMAHA PUBLIC POWER DISTRICT a quasi public corporation hereinafter called "The District" and James Hrabik and Marie Hrabik Husband & Wife of the County of Sarpy, State of Nebraska, hereinafter called "Grantor(s)":

WITNESSETH: That for and in consideration of \$20.00, 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 "9" in the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 22 township 14 North range 13 East of the 6th P.M. 80 Acres.

Said transmission line to be of single pole construction and to be located along South line of said Section 22.

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 (6) feet of the the District's lines, and to 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 trimming shall be disposed of by Omaha Public Power District.

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. Moylan  
Operating Manager

Tom Dooley  
Witnesses

James Hrabik  
Marie Hrabik

Approved: C.W. Minard  
Chief Engineer

STATE OF NEBRASKA ) ss.  
COUNTY OF Sarpy )

On this 4<sup>th</sup> day of March, 1949, before me the undersigned, a notary public in and for said County and State, personally appeared James Hrabik & Marie Hrabik 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 20<sup>th</sup> day of March, 1952.