

HARRY C. PETERSEN
AND
OMAHA PUBLIC POWER DIST.
CONTRACT \$1.30 paid

Filed June 24, 1949 at 10 o'clock A.M.

Ben D. ...
County Clerk

CONTRACT

File No. _____

This indenture made this 15 day of March, 1949 by and between OMAHA PUBLIC POWER DISTRICT a quasi public corporation hereinafter called "The District" and Harry C. Petersen of the County of Sarpy, State of Nebraska hereinafter called "(Grantors)":

WITNESSETH: That for and in consideration of \$10.00, 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: That part of lot 49, Hillcrest Addition lying West of State Highway in the Southwest Quarter (SW $\frac{1}{4}$) of Section "23" Township 14 North Range 13 East of the 6th P.M.

Said transmission line to be of single pole construction and to be located along the South line of said Section 23.

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, operation 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.

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
CORPORATE SEAL OMAHA, NEBRASKA
CREATED 1945

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

Harry C. Petersen
H. C. Petersen

Witnesses

Approved: C. W. Minard
Chief Engineer

STATE OF COLORADO)
CITY AND COUNTY OF DENVER) ss.

On this 15th day of March, 1949, before me the undersigned, a notary public in and for said County and State, personally appeared Harry C. Petersen, a single person 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 his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial seal the date above written.

JENNIE M. RIEGEL NOTARY PUBLIC
CITY & COUNTY OF DENVER, COLO.

Jennie M. Riegel
Notary Public
My Commission expires on the 17th day of September, 1951.