

MISCELLANEOUS RECORD No. 11

executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Company forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance. Said Grantor(s) further covenant that said real estate is free from encumbrance, except as follows:

The Company agrees that should the transmission line or lines constructed hereunder be abandoned for a period of five (5) years, the right-of-way or easement hereby secured shall then cease and terminate and this Contract shall be of no further force and effect against the property hereinabove described.

It is expressly agreed that in the event the Company does not commence construction of its transmission line or lines, poles, wires, cables, anchors, brace supports, grounds, guys, guy wires and other fixtures and appliances thereon within a period of five (5) years from the date of this Contract, then this Contract shall become void and of no effect, and in such event the Company shall be absolved from the payment of the sum last above stated. The first sum above stated and paid, however, is to be the property of and to be retained by the Grantor(s).

The sum last above stated, to-wit, the amount to be paid on location of structures, shall be paid by the Company to the Grantor(s) or, at the option of the Company, or, at the direction of the Grantor(s), to the Grantor(s), Mortgagee(s), if any, Lessee(s), if any, and any other person or persons having a prior interest, but only after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Lessees of said property or other persons in possession at the date of this Contract, and after the Grantor(s) shall have obtained or caused to be obtained the signatures of all Mortgagees or other persons having a prior interest, upon this instrument, or have otherwise obtained and deposited with the Company releases, waivers or subordination agreements from such Mortgagees, Lessees or such other persons substantially to the effect of the agreements herein inscribed.

The Grantor(s), for themselves, their heirs, executors, administrators, successors and assigns, do(es) further agree that no claim shall ever be made against the Company, its lessees, successors and assigns, for any depreciation in value of said land by reason of the location of said transmission line or lines of said property, and the Grantor(s) do(es) further agree that their heirs, executors, administrators, successors and assigns, will not directly or indirectly interfere with said transmission line or lines and will cooperate with the Company in the erection, construction, operation and maintenance of said transmission line or lines.

It is further agreed that the Company has the right to commence construction of said transmission line or lines upon notification by the Company in writing to the Grantor(s) of its intent to commence said construction.

It is further agreed that no agent, employee, or other representative of the Company has authority to change the terms of this Contract or to waive any of its provisions, and no change in this Contract shall be valid unless in writing and signed by an executive officer of the Company, and that this Contract shall be of no force and effect until signed by an executive officer of the Company.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) and the Company has caused the due execution of this instrument by its officers hereunto duly authorized in triplicate, this 5th day of April, 1942.

In the Presence of:  
Tom Dooley

Amanda Pflug  
Albert A. Pflug  
Frank A. Pflug  
Etta Pflug

Grantor(s)

NEBRASKA POWER COMPANY,

By Roy Page

Its Vice-President

O.k.  
C.W.S.

Attest: F. J. Moylan

Its Sec'y

Company.

\*\*\*\*\*  
NEBRASKA POWER COMPANY \*  
SEAL 1917 \*  
\*\*\*\*\*  
STATE OF NEBRASKA, )  
(ss.  
COUNTY OF SARPY, )

On this 5th day of April, 1942, before me, the undersigned Tom Dooley, a Notary Public, duly commissioned and qualified in and for said County and State, personally came Amanda Pflug, Albert A. Pflug and Frank A. Pflug & Etta Pflug, h\_\_\_, to me known to be the identical persons whose name(s) are affixed to and who executed the foregoing instrument as Grantor(s) and they acknowledged the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.

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TOM DOOLEY NOTARIAL SEAL \*  
SARPY COUNTY, NEBRASKA \*  
COMMISSION EXPIRES JAN. 17, 1948 \*  
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Tom Dooley  
Notary Public.