

CHARLES STENDER & HENRY STENDER

Filed May 29, 1931 at 10 o'clock A.M.

TO

J. H. ...
County Clerk.

NEBRASKA POWER COMPANY
Contract 21.50 Pd.

File No. _____

CONTRACT

This indenture made this 10th day of April, 1930, by and between NEBRASKA POWER COMPANY, a corporation hereinafter called "The Company" and Charles Stender, single and Henry Stender, single of the County of Searcy State of Nebraska, hereinafter called "Grantors"

WITNESSETH: That for and in consideration of \$5.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$60.00 per pole for each and every pole set on the following described property, said sum to be paid as hereinafter provided, and mutual covenants and agreements herein contained the Grantor does hereby grant and convey unto the Company, its lessees, 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 Searcy County, State of Nebraska, to wit:

East Half (E1/2) of North West Quarter (NW1/4) Section Thirty-five (35) Township Fourteen (14) North, Range Eleven (11) East of the 6th PM.

The electric transmission line shall be built of double pole construction, commonly called "H" frame construction, with a spacing between structures generally approximately 600 feet and not less than 300 feet. The poles of the individual "H" frames shall be set on ten foot centers, the center line of said "H" frames being the north and south center line of Section Thirty-five (35) aforementioned, this making one pole five feet east of and one pole five feet west of said north and south center line of said section Thirty-five (35).

The grantor does hereby further grant unto the Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and pass over said property and the property of the Grantor adjacent thereto for the purpose of constructing, repairing, operating and maintaining said lines and equipment upon the property above described.

The Grantor does hereby further grant unto the Company, its lessees, successors and assigns the permanent right, privilege and authority to cut down or trim trees under or within Twenty-five (25) feet of the Company'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 resulting from such tree trimming shall be disposed of in the following manner, to-wit: - - -

The Company shall at all times exercise all due care and diligence to avoid any injury or damage to the crops, livestock and other personal property of the Grantor and the Company agrees to indemnify and save harmless the Grantor from any and all damage and loss arising or occurring to such property solely by reason of the construction, operation and maintenance of said transmission lines.

The Company agrees that should the transmission lines constructed hereunder be abandoned for a period of five 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 is unable to obtain a right of way by purchase, easement or otherwise over and across all of the intervening property, commencing at South line Section 35-13-11 and ending at Center section 23-14-11 so as to construct its

