

C O N T R A C T.

Iowa-Nebraska Light and Power Co.

Elmer G. Balderson.

This indenture made this 11 day of July 1930 by and between Iowa- Nebraska Light and Power Company, a corporation, hereinafter called "The Company", and Elmer G. Balderson of the County of Gage State of Nebraska, hereinafter called "Grantor";

Witnesseth; That for and in consideration of \$1.00, receipt whereof is hereby acknowledged by the Grantor, and the further payment of a sum to make a total payment of \$15.00 per pole for each and every pole when 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 Gage County, State of Nebraska, to-wit;

Along the west side of the north one-half (N<sup>1</sup>/<sub>2</sub>) of the Northwest one-quarter (NW<sup>1</sup>/<sub>4</sub>) of Section nine (9), Township Six (6) North, Range Six (6) East of the Sixth (6th) P.M.

Poles to be located not to exceed forty-five (45) feet East of the section line of section Eight (8) and section nine (9), same township and range above mentioned.

No. E 1065  
D W G.....

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 Fifty (50) 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 a satisfactory manner.

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 such 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 easement hereby secured shall then cease and terminate, and this contract shall be of no further force and effect.

In Witness Whereof the parties hereto have hereunto set their hands and seals on the 11 day of July 1930.

Attest;  
O.P.Mallat  
Assistant Secretary

Iowa- Nebraska Light and Power Company.  
By F.H.Woods President

Elmer G. Balderson Grantor

*Iowa-Nebraska Light & Power Company*

Witnesses;  
Fred Drew.

State of Nebraska )  
County of Gage. ) SS.

On this 11 day of July 1930 before me the undersigned a Notary Public in and for said County and State, personally appeared Elmer G. Balderson personally to me known to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal the date above written.

Fred Drew  
Notary Public

My Commission expires on the 5 day of July 1936

*Notarial Seal*  
Gage County Nebraska

State of Nebraska, )  
County of Lancaster ) SS.

On this 15 day of July 1930 before me the undersigned a Notary Public in and for said County and State, personally appeared F.H.Brooks personally to me known to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and notarial seal the date above written.

Ruth E. Hester  
Notary Public

My commission expires on the 9 day of October 1930

Approved as to form

*Notarial Seal*  
Lancaster County Nebraska

.....  
as to contents and terms;

.....  
As to property description

D C R.....

Gage Co. Nebr. SS.

Filed for Record Entered in Numerical Index July 19, 1930 at 11, A.M.

*W.H. Judd*  
Register of Deeds.