

MISCELLANEOUS RECORD

78184 - STATE JOURNAL COMPANY, LINCOLN, NEB.

Contract

Iowa Nebraska Light & Power Co.

With

William Rippen

Filed for Record

July 11, 1930 at 1:30 P. M.

T. E. Wheeler

Register of Deeds

Fee \$1.00.

F 505

CONTRACT

This indenture made this 1 day of July, 1930, by and between IOWA-NEBRASKA LIGHT AND POWER COMPANY, a corporation, hereinafter called "The Company," and William Rippen of the County of Lancaster 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 Lancaster County, State of Nebraska, to-wit:

Along the west side of the North one-half ($N\frac{1}{2}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of section twenty-eight(28), Township Seven (7) 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 between sections twenty-eight (28) and twenty-nine (29), Township Seven (7) North, Range Six (6) East of the Sixth (6th) P.M.

NO. E 1043 DCR.

DWG. -----

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 or 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 1 day of July, 1930.

ATTEST: O. R. Mallot,
Assistant Secretary

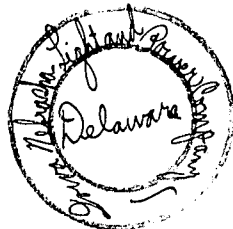
WITNESSES: Fred Draw

IOWA-NEBRASKA LIGHT AND POWER
COMPANY.

By F. H. Brooks, President.

William Rippen

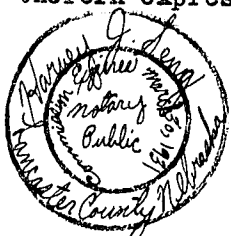
Grantor.



MISCELLANEOUS RECORD

STATE OF Nebraska }
COUNTY OF Lancaster } ss.

On this 1 day of July, 1930, before me the undersigned, a notary public in and for said County and State, personally appeared William Rippen-- personally to me known to be the identical person (s) 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.

Harvey J. Seng, Notary Public

My commission expires on the -----day of -----, 19---

Approved: As to Form:-- As to Contents and terms:--

As to Property Description: D. C. R.

Contract

Iowa Nebraska Light & Power Co.)

With

John H. Rippen

Filed for Record

July 11, 1930 at 1:30 P. M.

T. E. Wheeler

Register of Deeds

Fee \$1.00

F 505

CONTRACT

This indenture made this 1 day of July, 1930, by and between IOWA-NEBRASKA LIGHT AND POWER COMPANY, a corporation, hereinafter called "The Company," and John H. Rippen of the County of Lancaster 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 Lancaster County, State of Nebraska, to-wit:

Along the west side of the south one-half (S $\frac{1}{2}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of section Twenty-eight (28), Township Seven (7) 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 between section twenty-eight (28) and twenty-nine (29) same township and range above mentioned.

NO. E 1045 DCR.

DWG. -----

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.