

Miscellaneous Record No. 19

Contract

Iowa-Nebraska Light and Power
Company

With

Merle A. Rauch

Filed for Record

December 5, 1939, at 9:50 A.M.

J. G. Vaughan, Register of Deeds

By A. L. Kenney, Deputy

Fee \$1.25

F505 (Revised)

CONTRACT

This indenture made this 26th day of October 1939,
by and between IOWA-NEBRASKA LIGHT AND POWER COMPANY,
a corporation, hereinafter called "The Company," and
Merle A. Rauch—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 \$10.00 for 10 poles when set on the following described

property, 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, priv-
ilege, 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:

The East One-Half (E½) of the Southeast One-Quarter (SE¼) of
Section Four (4), Township Eight (8) North, Range Seven (7)
East of the 6th P.M.

Pole line to be located approximately Thirty-Four Feet (34')
West (W) of the East (E) line of the above described property.

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 aban-
doned 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
26th day of October 1939

ATTEST: O. R. Mallat
Assistant Secretary

WITNESSES: L. H. Babst

STATE OF NEBRASKA }
COUNTY OF LANCASTER } ss.

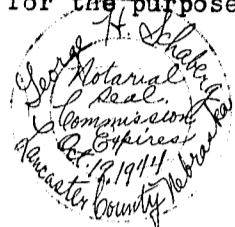
IOWA-NEBRASKA LIGHT AND POWER COMPANY

By L. R. King,
PresidentMerle A. Rauch
Grantor

On this 26th day of October 1939, before me the undersigned,

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a notary public in and for said County and State, personally appeared Merle A. Rauch -- personally to me known to be the identical person(e) 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..



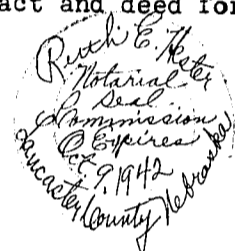
WITNESS my hand and notarial seal the date above written.

George H. Schaberg,
Notary Public

My Commission expires on the 19th day of October 1944.

STATE OF NEBRASKA, }
COUNTY OF LANCASTER } ss.

On this 17th day of November 1939, before me the undersigned, a notary public in and for said County and State, personally appeared L. R. King, President of Iowa-Nebraska Light and Power Company personally to me known to be the identical person(s) who signed the foregoing instrument as ~~Grantor~~ ^{Grantee} 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 9th day of October 1942.

APPROVED:
AS TO FORM:
FJS
AS TO CONTENTS AND TERMS:
RLS
AS TO PROPERTY DESCRIPTION:
WOS

Contract

Iowa-Nebraska Light and Power Company

With

Florence R. Holland

Filed for Record

December 5, 1939, at 9:50 A.M.

J. G. Vaughan, Register of Deeds

By A. L. Kenney, Deputy

Fee \$1.25

F505 (Revised)

CONTRACT

This indenture made this 31st day of October 1939, by and between IOWA-NEBRASKA LIGHT AND POWER COMPANY, a corporation, hereinafter called "The Company," and Florence R. Holland-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 \$5.00 for 5 poles when set on the following described

property, 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:

The West One-Half (W $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section Thirty-Three (33), Township Nine (9) North, Range Seven (7) East of the 6th P.M.

Pole line to be located approximately Thirty-Four Feet (34') North (N) of the South (S) line of the above described property.

The Grantor does hereby further grant unto the Company, its lessees, successors and