

OOK

12

623

MISCELLANEOUS RECORD No. 12

warranty deed and a good and sufficient abstract of title, showing a good title of record to the premises herein described in the party of the first part, on or before May 16, 1934 and carry fire and tornado insurance on said buildings for \$-----, payable in case of loss to said first party, and pay all taxes and/assessments against said real estate, now/and-if ^{special} ^{delinquent} ~~there-is-a-mortgage-on-said-property,-pay-interest-and-taxes-thereon-up-to~~ and give possession by May 16, 1934. It is mutually agreed that time is an essential element in this contract and it is further agreed that in case either of the parties hereto shall fail to perform the stipulations of this contract, or any part of the same, the failing party shall pay to the other party of this contract the sum of One Hundred Dollars, \$100.00 as damages for non-fulfillment of contract, insurance to be transferred pro rata premium

IN TESTIMONY WHEREOF, the parties aforesaid have subscribed their names the date above mentioned.

Witness:
E. Gregg

THE STATE SAVINGS AND LOAN ASSOCIATION
E. L. Hevelone
Harvey Rathbone

BLANK ACKNOWLEDGMENT

Contract & Deed of Easement
Iowa-Nebraska Light & Power Co.
With
A. W. Moffitt et al
Filed for Record
September 21, 1934 at 9:45 A. M.
J. G. Vaughan, Register of Deeds
Fee \$1.20~

FORM 172

CONTRACT AND DEED OF EASEMENT

This indenture made this 23rd day of August, 1934, by and between Iowa-Nebraska Light and Power Company, a corporation (hereinafter called "Electric Company"), and Margaret N. Moffitt- and A. W. Moffitt/ of the County of Lancaster State -- Nebraska (hereinafter called "Grantor"):

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein contained, the aforesaid Grantor does hereby grant unto the Electric Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right-of-way to build, construct, erect, operate and maintain its poles, electric transmission lines, necessary wires, guys, supports, cross arms and other apparatus and fixtures, over, upon, along, above, through and across the following described property located in Lancaster County, State of Nebraska, to wit:

The West one-half (W $\frac{1}{2}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of Section 11, Township Nine North (T 9 N) Range Seven East (R 7 E), one pole to be located 66' East and 39' South of the Northwest (NW) corner of said Section 11, Township Nine North (T 9 N) Range Seven East (R 7 E)

And said Grantor does hereby further grant unto said Electric Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and over said property and premises and the property of the Grantor adjoining thereto, and to cut down or trim any trees along the said transmission line or route, necessary to keep the said line or lines and wire or wires and equipment clear and unobstructed, and for said tree trimming and clearance purposes grantee shall have and is hereby given the right, privilege and authority to cut and clear trees adjoining said electric line for a space of fifty (50) feet on each side of said line; and the said Electric Company is further authorized and empowered at all times to enter upon and over said premises for the purpose of constructing, repairing, operating and maintaining said lines and equipment on, across, along and over the aforesaid described property.

In consideration of said right, grant and easement aforesaid, Electric Company has this day paid the Grantor \$5.00 in cash, the receipt of which said amount Grantor hereby

PAGE

623

MISC. BOOK

624

MISCELLANEOUS RECORD No. 12

acknowledges, and which said amount shall be and constitute the entire compensation and consideration for the rights, privileges and easement hereby granted for all time to come.

Electric Company shall at all times exercise all due care and diligence to avoid unnecessary damage to crops, live stock and other property of Grantor; and Electric Company agrees to indemnify and save harmless Grantor from any and all damage and loss arising or occurring to any person or property by reason of the negligent construction, operation and maintenance of said electric transmission line during the life of this easement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the 23rd day of August, 1934

ATTEST:

O. R. Mallat
Assistant Secretary.

Witness: J. E. Shuff



IOWA-NEBRASKA LIGHT & POWER COMPANY
A Corporation,

BY L. R. King President.

A. W. Moffitt
Margaret N. Moffitt
Grantor--
Grantor

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

On this 23rd day of Aug 1934, before me, the undersigned, a Notary Public in and for said County of Lancaster, State of Nebraska, personally appeared A. W. Moffitt and Margaret N. Moffitt, known to me to be the identical person who signed the foregoing instrument as Grantor; and who acknowledged to me that he signed the same as his free and voluntary act and deed for uses and purposes therein mentioned.

WITNESS MY HAND and Notarial Seal the day and date first above written.

George H. Schaberg, Notary Public residing
at Lincoln, Neb.

My commission expires on the
19th day of October, 1938

Contract and Deed of Easement FORM 172

Iowa-Nebraska Light & Power Co.) CONTRACT AND DEED OF EASEMENT

With) This indenture made this 22nd day of August, 1934,

C. J. Campbell, et al) by and between Iowa-Nebraska Light and Power Company, a
 corporation (hereinafter called "Electric Company"), and
 Edith B. Campbell

Filed for Record) C. J. Campbell and/of the County of Lancaster State --

September 21, 1934 at 9:45 A. M.) Nebraska (hereinafter called "Grantor");

J. G. Vaughan, Register of Deeds) WITNESSETH: That for and in consideration of the

Fee \$1.20) mutual covenants and agreements herein contained, the aforesaid Grantor does hereby grant unto the Electric Company, its lessees, successors and assigns, the perpetual right, privilege, easement, authority and right-of-way to build, construct, erect, operate and maintain its poles, electric transmission lines, necessary wires, guys, supports, cross arms and other apparatus and fixtures, over, upon, along, above, through and across the following described property located in Lancaster County, State of Nebraska, to-wit:

In a North and South line situated four rods East of the West Section line of Section 2, Township 9 North, Range 7 East, across the SW 1/4 of said section.

And said Grantor does hereby further grant unto said Electric Company, its lessees, successors and assigns, the right, privilege and authority to enter upon and over said property and premises and the property of the Grantor adjoining thereto, and to cut down or trim any trees along the said transmission line or route, necessary to keep the said line or lines and wire or wires and equipment clear and unobstructed, and for said tree trimming and clearance purposes grantee shall have and is hereby given the right, privilege and authority

624

PAGE