

MISC. BOC

478

Miscellaneous Record No. 19

Contract

Iowa-Nebraska Light and Power Company

With

Norris D. Talcott et al

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 1st day of November 1939, by and between IOWA-NEBRASKA LIGHT AND POWER COMPANY, a corporation, hereinafter called "The Company," and Norris D. Talcott and Marian E. Talcott, 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 \$8.00 for 8 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 East One-Half (E½) of the Northeast One-Quarter (NE¼) of Section Four (4), Township Eight (8) North, Range Seven (7) East of the 6th P.M., except that portion occupied by School Grounds of Lancaster County Public School District #30.

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 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 1st day of November 1939.

ATTEST: O. R. Mallat
Assistant Secretary



IOWA-NEBRASKA LIGHT AND POWER COMPANY

By L. R. King,
President

WITNESSES: L. H. Babst
L. H. Babst

Norris D. Talcott
Marion E. Talcott
Grantor

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