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Burkhardt*in the Voluntary Appearance filed in said case, and that the said Norma Burkhardt and the said Norma J. Burkhardt is one and the same person, notwithstanding the discrepancy in the names

And further affiant says not.

Richard Burkhardt

Subscribed and sworn to before me this 11th day of March, 1957.

Cyril P. Shaughnessy
Notary Public

Notarial Seal

My commission expires May 7th, 1958.

*****TIME END*****

C. J. WAGNER

TO }
U. S. OF AMERICA } Fee: \$2.50

AGREEMENT 137

FILED: MARCH 15, 1957 @ 9 o'clock A.M.
Raymond A. Forbes, Clerk
Helen Kipp, Deputy

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
REGION THREE
KANSAS CITY 6, MISSOURI

LICENSE
(Renewable)

CONTRACT NO. 63ca829A
Wolbach
FACILITY ~~Payoff~~ VOR

1. For and in consideration of \$300.00 dollars, the undersigned owner, for himself and his heirs, executors, administrators, successors and assigns, hereby grants to the United States of America, its employees, agents, contractors and representatives, hereinafter referred to as the Government, the following rights, licenses, and privileges, and the undersigned also agrees to the following restrictions, if any, all as may be hereinafter limited or defined, on lands owned by the undersigned and described as follows:

The East $\frac{1}{2}$ of the North $\frac{1}{2}$ of Section 9, T. 16 N, R 9 W, 6th P.M. Howard, County, Nebraska.

The Point 'A' referred to in paragraph 2 of this license is the proposed center of the radio facility on the adjacent property in the Northeast $\frac{1}{4}$ of Section 9, at a point 1401 feet South and 44 feet East of the Northwest corner of the Northeast $\frac{1}{4}$ of said Section 9.

2. Statement of Rights Granted:

A. The owner agrees that during the term of this license or any renewal thereof, he will not erect, or allow to be erected or placed upon said premises, any pole, structure, or any other obstruction greater in height than 5 feet (exclusive of farm machinery in use), or any metal fences within 600 feet of point 'A' without the written consent of the Civil Aeronautics Administration.

B. The Government shall have the right to replace with wood board fence any or all metal fences belonging to the ~~xxxx~~ licensor on that property located within 800 feet radius of Point 'A'. The board fence shall be of suitable design for the purpose intended and shall be maintained by the Government at no expense to the licensor during the effective term of this license or any renewal thereafter.

C. The Government shall have the right to lower the wires on the property line fence for a distance of 600 feet each way from Point 'A' during the period of testing the site. The wires shall be replaced in good condition at the completion of the site testing.
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2. Statement of Rights Granted; (Continued)

3. This license shall become effective November 7th 1956 and shall remain in force until June 30th 1957 and may, at the option of the government, be renewed from year to year at a rental of \$30.00 per annum, provided notice be given in writing to the licensor at least 30 days before this license, or any renewal thereof, would otherwise expire, provided further, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th June day of 1972;

Payment will be made at the end of each U.S. Government Fiscal Year.

4. All structures, improvements, or other property placed upon the said premises by the United

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States shall remain its property and may be removed by it under the expiration of termination of this license or within 90 days thereafter.

5. No member of or Delegate To Congress or Resident Commissioner shall be admitted to any share or part of this license or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the license be for the general benefit of such corporation or company.

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6. NONDISCRIMINATION: In connection with the performance of work under this contract the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Witness: J. C. Wilson

OWNER C. J. Wagner

Witness:

Address Cushing, Nebraska

STATE OF NEBRASKA)
COUNTY OF GOSSELINK) SS

I, J. C. Wilson do hereby certify that C. J. Wagner personally known to me to be the same person (s) whose name (s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth.

Given under my hand and official seal, this 7th day of November 1960.

Notarial Seal
My Commission expires April 15, 1960.

J. W. Wilson
Notary Public

As the holder of a mortgage or deed of trust, dated-----against the above-described premises, the undersigned hereby consents to the foregoing license and agrees that if, while the license is in force, the mortgage is foreclosed, the foreclosure shall not void the license.

Mortgagee

The undersigned tenant of said premises consents to and approves the granting of the foregoing license.

(Tenant)

Accepted on the 11th day of March 1962.

UNITED STATES OF AMERICA
BY: K. P. Rankin
K.P. Rankin, Chief
Title: Lease & Utilities Section

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-----the end-----