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Greeley County } SS On this 21st day of January, 1958, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Raymond A. Forbes and Emil A. Dubas, wife and husband; Joan E. Christensen and Marvin D. Christensen, wife and husband; and Lois J. Sperling and Melvin M. Sperling, wife and husband to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notarial Seal

J. C. Wilson Notary Public

My commission expires the 15th day of April, 1960.
State of Nebraska

Greeley County } SS On this 22nd day of January, 1958, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Phyllis L. Gebhardt and Otto Gebhardt Jr. Wife and husband to me known to be the identical person or persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his, her or their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Notarial Seal

J. C. Wilson Notary Public

My commission expires the 15th day of April, 1960.

*****THIS IS*****

CHARLES WAGNER & W.

TO

506 } AGREEMENT

Filed Oct. 31, 1958 @ 1 P.M.

Raymond A. Forbes County Clerk

U. S. OF AMERICA

Lucile Reynolds Deputy Fee. \$2.50

U. S. DEPARTMENT OF COMMERCE
Civil Aeronautics Administration
Kansas City 6, Missouri

LICENSE
(Renewable)

CONTRACT NO. C 3ca-1919-A
Supersedes Contract # C3ca-829A
Facility Vortec
Wolbach, Nebraska,

1. For and in consideration of Eighty-five (\$85.00) 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;

A parcel of land located in the East 1/2 of the NW 1/4 of Section 9, T-16-N, R-9-W, 6th p.M., Howard County, Nebraska and more particularly described as follows:

That portion of the West 1/2 of said Section 9 which is within a radius of 1000 feet of a transmitter building, located on adjacent property, the center of said building being 1427 feet south and feet east of the NE corner of the NW 1/4 of said Section 9.

2. Statement of Rights Granted:

The Licensors grant to the government the right to replace any metallic fence owned by them within 800 feet of the above described point. The metallic fence to be replaced with a wood board fence; at no expense to the licensors and said fence to be maintained by the Government.

The Licensors further agree that during the term of this license, or any renewal thereof, they, their heirs, executors, administrators, successors and assigns, will not erect, nor allow to be erected upon said premises, any obstruction greater in height than 5 feet without the written consent of the civil Aeronautics Administration. This restriction applies only to the lands owned by the licensors and does not include growing crops or farm machinery in operation.

2. Statement of Rights Granted (continued)

The licensors grant the Government the right and privilege of construction and maintaining a drainage ditch on above described property. The licensors agree that such a drainage ditch is required to carry the run-off from the access road constructed on adjacent lands. Said access road runs north-south and is 20 feet from and parallel to the East property line fence of the licensors; location of said drainage ditch to be as follows;

From a point on the East property line of the licensors, 1371 feet south of the NE corner of the

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NW $\frac{1}{4}$ of said Section 9 drainage ditch shall proceed south 38°00'00" west a distance of 7 feet thence JSouth parallel to the fence of the licensors, a distance of 440 feet.

The licensors also agree to allow workmen and construction equipment to enter upon their property for the construction of and maintenance of said construction described above.

The Licensors further agree that since above described betterment is to be of mutual benefit both to the Government and to them, they, the licensors will not allow said drainage structure to become obstructed by growing crops or by-products of same.

This contract cancels and supercedes contract No. C3ca-829A

3. This license shall become effective August 1, 1958 and shall remain in force until June 30, 1959 and may, at the option of the Government, be renewed from year to year at a rental of Eight-five (\$85.00) dollars per annum, provided notice be given in writing to the licensor at least thirty 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 day of June, 1973. 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 States shall remain its property and may be removed by it after the expiration or 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.

6. Non-Discrimination: 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; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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
Witness _____

Owner
Address

Charles J. Wagner
Tida Wagner
Cushing, Nebraska.

State of Nebraska)

County of xxxxx Greeley) ss.

I, J. C. Wilson do hereby certify that Charles J. Wagner and Tida Wagner (Husband and wife personally known to me to be the same persons whose names is/ are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth

Given under my hand and official seal, this 18th day of June 1958.

My commission expires April 15, 1960
(Notarial Seal)

J. C. Wilson

Notary Public

As the holder of a mortgage or deed or 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,
None

Mortgagee

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

Owner
Tenant

Accepted on the 27th day of October 1958.

United States of America
By K.P. Rankin
Title Chief Lease & Utilities Section.