

MISCELLANEOUS RECORD

No. 1521

FROM
Theodore C. Straube and
Pauline Straube

TO
UNITED STATES OF AMERICA

STATE OF NEBRASKA
County of
OTOE

ss. Entered in Numerical Index and filed for record in the office of
Register of Deeds of said County the 8 day of NOV. 19 61
at 2 o'clock and 51 minutes P. M., and recorded in Book 21
page 347 Miscellaneous.

Frances Webb Farson Register of Deeds.
By Deputy.

Fee \$4.50 ✓

Project: Lincoln AFB Cable Facility

Tract No. 402E

GRANT OF EASEMENT

THIS INDENTURE, made this 13th day of October, 19 61, by and between

Theodore C. Straube and Pauline Straube, Husband and Wife

parties of the first part, and the UNITED STATES OF AMERICA, party of the second part, witnesseth:

That the parties of the first part, for and in consideration of Two hundred thirty five & xx/100 Dollars (\$ 235.00) to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do hereby grant, convey,

bargain, and warrant unto the UNITED STATES OF AMERICA, party of the second part, and its assigns, forever, the perpetual right-of-way and easement to place, construct, maintain, operate, repair, replace, patrol, and remove a cable line, junction boxes, manholes, and other appurtenances in, upon, over, and

under a strip of land 16½ feet in width, 8½ feet on each side of the center line of the cable line as placed, running across the following described land, now

owned by us, in Otoe County, State of Nebraska:

S½SE¼ of Section 30, Township 7 North, Range 10 East of the Sixth Principal Meridian,



together with the right of ingress and egress as may be necessary to maintain, operate, repair, replace, patrol, and remove said cable line, junction boxes, manholes, and other appurtenances; said right of ingress and egress to be exercised by the UNITED STATES OF AMERICA, its representatives, agents, and contractors in a reasonable manner.

Said cable line is to be maintained and operated as constructed or placed, namely, at least 36 inches below the surface of said land. Said junction boxes, manholes, and other appurtenances may be maintained and operated as constructed or placed, namely, extending to or above the surface of said land.

The parties of the first part, for their heirs, administrators, executors, successors (if a corporation) and assigns, covenant and agree that they will not permanently remove or shift the soil or rearrange the contour or permanently change the surface of said 16½ foot strip of land, by terracing or otherwise, unless

120-day advance written notice is given to the Base Commander, Lincoln Air Force Base, Nebraska,

of the intention to permanently change the surface of said strip, and thereupon the United States, its representatives, agents, contractors and assigns will have the right to enter upon said strip within said 120-day period to lower or adjust said cable and appurtenances as may be necessary.

The party of the second part shall be responsible for future loss or damage resulting directly from the exercise by the UNITED STATES OF AMERICA, its representatives, agents, and contractors of the right to maintain, operate, repair, replace and remove said cable line, junction boxes, manholes, and other appurtenances, subject to the availability of appropriations for the payment for such loss or damage.

Said cable line, junction boxes, manholes, other appurtenances, and equipment constructed or placed by the party of the second part shall remain the property of the UNITED STATES OF AMERICA and may be removed by the UNITED STATES OF AMERICA at any time.

There is reserved to the parties of the first part, their heirs, executors, administrators, successors (if corporate owner), and assigns all right, title, interest and privileges as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including the right to cultivate and harvest crops within the limits of said 16½ foot strip.

The easement hereby conveyed is subject to oil, gas, and minerals and/or interests therein, and existing easements for public roads and highways, public utilities, railroads and pipelines.

MISCELLANEOUS RECORD

NOT PUBLIC IN NEBRASKA

And we, the said parties of the first part, for ourselves and our heirs, executors and administrators and successors (if a corporation), do covenant with the said party of the second part, and with its assigns, that we are lawfully seized of said land; that the same is free from encumbrance except mortgages of record and unpaid taxes. If any, that we have a good right and lawful authority to sell the same and that we will and our heirs, executors and administrators shall warrant and defend said perpetual right-of-way and easement unto the said party of the second part and its assigns forever against the lawful claims of all persons whomsoever. The said parties of the first part hereby release, waive and relinquish all rights of dower, homestead and distributive share, if any, in and to the easement and right-of-way herein granted.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as feminine or masculine gender, according to the context, and the party or parties signatory.

IN WITNESS WHEREOF, the parties hereto have executed this indenture as of the day and year first above written.

.....
 (Owner) Theodore C Straube
 (Owner)

.....
 (Spouse) Pauline Straube
 (Spouse)

.....
 (Owner)

.....
 (Spouse)

.....
 (Spouse)

.....
 (Contracting Officer)

THE UNITED STATES OF AMERICA
By L. Y. LANTON
(Contracting Officer)

STATE OF NEBRASKA
COUNTY OF Otoe SS.

On this 13 day of October, 1961, before me, a Notary Public in and for said county, personally came the above named Theodore C Straube and Pauline Straube Husband & Wife

who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they acknowledged the execution of the said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

My commission expires on the 8 day of September, 1967.

V. H. Goerke
Notary Public.



STATE OF NEBRASKA
COUNTY OF } ss.

On this day of 19..... before me, a Notary Public in and for said county, personally came the above named

who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they acknowledged the execution of the said instrument to be their voluntary act and deed.

WITNESS my hand and notarial seal, the date last aforesaid.

My commission expires on the day of 19.....

.....
Notary Public.