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INDEXED 52-257  
GENERAL  
COMPARED  
PAGED

*Executed  
Clement R. Paswaters & wife  
United States of America*

STATE OF NEBRASKA } ss  
Lancaster County }  
Entered on numerical index and  
filed for record in the Register of  
Deeds Office of said County the  
20 day of AUGUST 19 61  
at 2 o'clock and 40  
minutes P. M. and recorded in  
Book \_\_\_\_\_ of \_\_\_\_\_  
at page \_\_\_\_\_  
By *Harold R. Ferguson*  
*Deputy*

Project: Lincoln  
AFB Cable Facility

Tract No.: 105 E

GRANT OF EASEMENT

THIS INDENTURE, made this 4 day of August, 1961,  
by and between  
Clement R. Paswaters and Nora Paswaters, 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  
THREE HUNDRED SEVENTY FIVE Dollars (\$ 375.00 )  
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, main-  
tain, operate, repair, 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  
Lancaster County, State of Nebraska :

½ of Tax Lot 3, and the ½ of Section 19, Township 11 North,  
Range 6 East of the Sixth Principal Meridian, Lancaster County, Nebraska

together with the right of ingress and egress as may be necessary to maintain,  
operate, repair, 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 contours or change  
the level of the surface of said 16½ foot strip of land, by terracing or  
otherwise, so as to reduce the vertical distance between the surface of the  
16½ foot strip of land and said cable, as installed, to less than 36 inches.

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, 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.

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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 privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted.

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.

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.

_____	<u>Clement R. Paswaters</u>
(Owner)	(Owner)
_____	<u>Nora Paswaters</u>
(Spouse)	(Spouse)
_____	_____
(Owner)	(Owner)
_____	_____
(Spouse)	(Spouse)
<u>W. C. Gilbert</u>	UNITED STATES OF AMERICA
(Witness)	By <u>C. R. Rosshau</u>
	(Contracting Officer)

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF Lincoln

On this 4 day of August, 1961, before me, a Notary Public in and for said county, personally came the above named Clement R. Paswaters & Nora Paswaters

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.  
CLAIRE R. ROSHAU, NOTARY PUBLIC  
Commission Expires April 21, 1965

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Claire R. Rosshau  
Notary Public

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Easement  
Clement R. Caswaters & Wf  
to  
United States of America

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Lancaster County }

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By Deputy

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Lipscomb