

21. Project: Salt Creek-Wahoo Dam #17
 Tract: 124E

GRANT OF EASEMENT

THIS INDENTURE made and entered into this 14th day of September, 1961, between the DUTEAU COMPANY, INCORPORATED, a corporation organized and existing under the laws of the State of Nebraska, party of the first part, and the UNITED STATES OF AMERICA, party of the second part, WITNESSETH:

That party of the first part, for and in consideration of the sum of Two Thousand Nine Hundred Thirty-One and No/100 Dollars (\$2,931.00) to it paid by the party of the second part; receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said UNITED STATES OF AMERICA and its assigns, an intermittent flowage easement in, upon, over and across the following described real estate, to-wit:

All that portion of the West Half Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) except the South Four Hundred Ninety-Five (495.00) feet of the West Three Hundred Thirty (330.00) feet thereof, lying below contour elevation 1266 Mean Sea Level, in Section Three (3), Township Nine (9) North, Range Seven (7) East of the Sixth Principal Meridian, Lancaster County, Nebraska, containing 8.50 acres, more or less.

That said easement is subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

That said easement shall be for the following purposes:

The perpetual right, power, privilege and easement occasionally to overflow, flood and submerge the land described above and to maintain mosquito control in connection with the operation and maintenance of the Salt Creek and tributaries, Nebraska project as authorized by the Act of Congress approved 3 July 1958 (P.L. 85-500), together with all right, title, and interest in and to the structures and improvements now situate on the land; provided that no structures for human habitation shall be constructed or maintained on the land, and provided further that no other structures shall be constructed or maintained on the land except as may be approved in writing by said representative of the United States in charge of the project; reserving, however, to the landowner, its heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired.

That party of the first part covenants and agrees that it is the owner in fee of the above described premises; that it has a good right to convey the same; that said premises are free and clear of liens and encumbrances done or suffered by it or those under whom it claims; and that it will warrant and defend title to said easement against the claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be hereunto subscribed by its president and its duly attested corporate seal to be hereunto affixed by its secretary, all in City of Lincoln, the day and year first above written.

DUTEAU COMPANY, INCORPORATED

By [Signature]
President

ATTEST:

[Signature]
Secretary



STATE OF NEBRASKA)
COUNTY OF LANCASTER) SS.

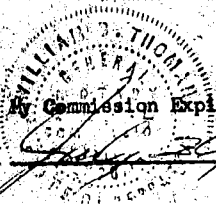
On this 14 day of September, 1961, before me, the undersigned, a Notary Public in and for said county, personally came DuTeau, president of the DuTeau Company, Incorporated, to me personally known to be the president and identical person whose name is affixed to the above instrument, and he acknowledged the execution thereof to be his voluntary act and deed as such officer, and the voluntary act and deed of said DuTeau Company, Incorporated.

Witness my hand and notarial seal at Lincoln, Lancaster County, Nebraska, the day and year last above written.

(William S. Thoman) - Notary Public

My Commission Expires:

July 24, 1967



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STATE OF NEBRASKA)
Lancaster County) ss.

Entered on numerical index and filed for record in the Register of Deeds Office of said County the

15 day of SEPTEMBER 1961

at 9 o'clock and 45

minutes 2 M. and recorded in

Book _____ of _____

at page _____

Kenneth P. Ferguson

Deputy

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