

STATE OF NEBRASKA } 190
County of Gage }

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Project: Lincoln
AFB Cable Facility

Tract No: 1001E

NUMBER
ALPHA
PAGED
COMP'D

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GRANT OF EASEMENT

Fee \$3.25 chg.

THIS INDENTURE, made this 8 day of December, 1961,
by and between Paul A. Schroeder, an unmarried man

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 FIFTY Dollars (\$ 350.00)
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 $16\frac{1}{2}$ feet in width,
 $8\frac{1}{2}$ 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 Gage
County, State of Nebraska: $E\frac{1}{2}SW\frac{1}{4}$ of Section 1 and the
 $NE\frac{1}{4}NW\frac{1}{4}$ of Section 12, Township 5 North, Range 5 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 $16\frac{1}{2}$ 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.

Incl

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, including the right to cultivate and harvest crops within the limits of said 16 1/2 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.

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>Paul A. Schroeder</u> (Owner)
_____	(Spouse)
	_____
(Owner)	(Owner)
_____	_____
(Spouse)	(Spouse)

<u>F. C. Gilbert</u> (Witness)	THE UNITED STATES OF AMERICA
_____	By <u>J. M. Hawton</u> (Contracting Officer)

STATE OF NEBRASKA }
COUNTY OF Saline } SS.

On this 8 day of DECEMBER, 1961, before me, a Notary Public in and for said county, personally came the above named

Paul A. Schroeder

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

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

My Commission expires on the 16 day of July, 1964.



J. M. Hawton
Notary Public