

Project: Lincoln  
AFB Cable Facility

Tract No: 739E

GRANT OF EASEMENT

THIS INDENTURE, made this 30<sup>th</sup> day of August, 1961,  
by and between Lester W. Wielage and Evelyn M. Wielage, 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  
One Hundred Fifty and 00/100 Dollars (\$ 150.00)  
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,  
 $8\frac{1}{4}$  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 Saline  
County, State of Nebraska:

SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 15, Township 8 North, Range 3 East of the Sixth Principal  
Meridian, Saline County, Nebraska

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.

MEH FORM 965  
8 Aug 61 (Temp) (Previous editions may be used)

Incl. 1

12

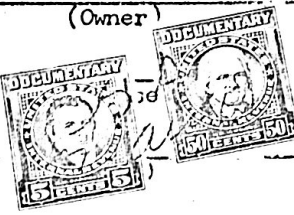
There is reserved to the parties of the first part, their heirs, executors, administrators, successors (if corporate owner), and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the right-of-way and easement herein granted, including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

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)  
  
 (Spouse)

Lester H. Wielage  
 (Owner)  
Evelyn M. Wielage  
 (Spouse)  
 (Owner)  
 (Spouse)

H. C. Gilbert  
 (Witness)

THE UNITED STATES OF AMERICA

By L. J. Hunter  
 (Contracting Officer)

STATE OF NEBRASKA }  
 COUNTY OF Saline } SS.

On this 30<sup>th</sup> day of August, 1961, before me, a Notary Public in and for said county, personally came the above named

Lester W. Wielage and Evelyn M. Wielage, husband and 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 10<sup>th</sup> day of June, 1964.

L. J. Hunter  
 Notary Public

8 Aug 61 9/5a (Temp) (Previous terms may be used)

✓ NO.	✓ ALPH. IND.	✓ PAID	✓ INDEXED	
8.				

L. Recorder of Deeds

## GRANT OF EASEMENT

LESTER W. WIELAGE & WF.

WITH

UNITED STATES OF AMERICA

THE STATE OF NEBRASKA } ss  
SALINE COUNTY }

Entered in numerical index and filed for record  
In the County Clerk's Office of said County,

the 3rd day of  
November 1961 at

9 o'clock a. m. --- minutes

A. M., and Recorded in Book 105 of  
Deeds on page 83.

*Joseph J. Ripa*  
County Clerk

FROM, CHARGE, & RETURN:  
U. S. ARMY ENG. DIST.,  
OMAHA, CORPS OF ENGINEERS  
6012 U. S. POST OFFICE &  
COURTHOUSE  
OMAHA 2, NEBR.  
(215 North 17th St.)

CHARGE:  
\$3.25

