

Mary J. Sanner (also known as Mary Armes)	a daughter
Clara A. Hoag	a daughter
Viola J. Beitman	a daughter
Lura M. Parker (named as Laura M. Parker in said Will)	a daughter

The Court further finds from the evidence that Arcana C. Armes, at the time of her death, as the widow and statutory heir of her deceased husband Reuben F. Armes, had in fact a greater interest in said real estate than a life estate. That the Will of her deceased husband, Reuben F. Armes which was probated in this Court, contained no residuary clause or devise of the remainder of his real estate after devising a life estate to the said Arcana C. Armes and that said remainder in the real estate, which is the same as above described, was in fact undisposed of by his Will and passed as intestate property and that his widow Arcana C. Armes took her widow's interest therein, which was an undivided one-third.

The Court further finds that any and all interest of the said Arcana C. Armes in said real estate at the time of her death, was likewise not disposed of by her Will but passed and vested as intestate property, share and share alike, in her said six children heretofore named.

IT IS THEREFORE CONSIDERED, ORDERED and ADJUDGED by the Court that the final account of Arthur Bottorff be and hereby is in all things confirmed and allowed; that upon the payment of costs of administration and allowances heretofore made and upon the filing in this Court of proper receipts therefor, that the said Arthur Bottorff be discharged from his trust as executor of said estate and the surety on his bond released.

 SEAL OF THE COUNTY COURT
 SARPY COUNTY, NEBRASKA

BY THE COURT,
 Harvey A. Collins
 County Judge

IN THE COUNTY COURT, OF THE COUNTY OF SARPY, STATE OF NEBRASKA

(Certified Copy of Record)

STATE OF NEBRASKA,)
 County of Sarpy) ss.

I, Harvey A. Collins, Judge of the County Court, of the County of Sarpy, State of Nebraska, do hereby certify that I have compared the foregoing copies of "Decree on Final Account", with the original records thereof, now remaining in said court; that the same are correct transcripts thereof, and of the whole of said original records.

In re Estate ARCANIA C. ARMES, Deceased

In Witness Whereof I have hereunto set my hand and affixed the seal of said County Court in Papillion, County of Sarpy, State of Nebraska, on this 27th day of Febr., A. D. 1939

HARVEY A. COLLINS,
 Judge of the County Court
 By Esther Cordes
 Clerk of the County Court

 SEAL OF THE COUNTY COURT
 SARPY COUNTY, NEBRASKA

CARL EHLERS, ET AL : Filed March 10, 1939, at 9:30 O'clock A. M.
 TO :
 C. E. & Q. RAILROAD CO. : *Bruce Oster*
 AGREEMENT \$1.80 Pd. : County Clerk

THIS CONTRACT AND AGREEMENT, made this 8th day of December 1938 by and between WILHELMINA ADDLEMAN and BERT ADDLEMAN, wife and husband; CARL P. H. EHLERS and MARIE C. EHLERS, husband and wife; JOHN F. EHLERS, single, and MARIE H. EHLERS, single, all of whom are heirs of J. Ehlers, deceased, hereinafter referred to as the "First Parties", and the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, a corporation, hereinafter referred to as the "Railroad Company",

WITNESSETH:
 WHEREAS, the Railroad Company owns and operates a railroad in and through Sarpy County, Nebraska, and the first parties are the owners of lands in the northwest quarter (NW $\frac{1}{4}$) of Section 20, Township 14 North, Range 11 East of the 6th P. M., Sarpy County, Nebraska, near Mile Post 34.85, 3.5 miles west of Chalco, Nebraska, and
 WHEREAS, West and South Papillion Creeks flow across the lands of the first parties and flood waters coming down these Creeks overflow and damage the said lands of the first parties and the Railroad Company's property, and
 WHEREAS, both parties hereto are desirous of improving drainage conditions at this location by straightening the channel of South Papillion Creek between points "A" and "B", cleaning out and enlarging present Papillion Creek channel between points "B" and "C" and straightening Papillion Creek channel between points "C" and "D", all as shown in red on plat number 1371-35, dated Dec. 9, 1938 attached hereto, made a part hereof and identified by the signature thereon of H. A. Aelberg, and the parties, for the purpose of making said improvement in said drainage and in consideration of the mutual covenants herewith set out by each to be performed, contract and agree as follows:

1. The First Parties hereby grant to the Railroad Company the right to enter on their lands for

the purpose of constructing new channel between points "A" and "B" and "C" and "D" as shown in solid red on the attached plat; cleaning out and enlarging the present channel between points "B" and "C" as shown in dotted red on the attached plat, and wasting the excavated material along the south side of the channel between points "A" and "C", and along the north side of the channel between points "C" and "D" where practicable in the old Papillion Creek channel.

2. The Railroad Company contracts and agrees to excavate the new channel and clean out and enlarge the present channel as stated above. The said channel will have approximately an eight (8) foot bottom and 1 to 1 slopes.

3. The First Parties jointly and severally for themselves, their heirs, legal representatives and assigns hereby grant, bargain and convey to the Railroad Company and its successors and assigns a perpetual easement of right to construct and maintain said channel referred to above and to waste the excavated material from same along the channel, if and when the Railroad Company deems necessary or desirable.

4. The First Parties jointly and severally further covenant and agree, for themselves, their heirs, legal representatives and assigns, to forever release the Railroad Company, its successors and assigns from any and all claims, demands and causes of action of every nature, for or on account of any loss, injury or damage to the above described real estate or any part thereof or to any crops or personal property thereon, on account of the construction of, presence of or the maintenance of said channel on the above described real estate.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 8th day of December, 1938. SIGNED IN THE PRESENCE OF:

W. A. Snare (Wilhelmina Addleman)
as to (Wilhelmina Addleman)
(Wilhelmina Addleman)
(Bert Addleman)
(Bert Addleman)
Carl P. H. Ehlers (First
Carl P. H. Ehlers)
Marie C. Ehlers) Parties
Marie C. Ehlers)
John F. Ehlers)
John F. Ehlers)
Miss Marie H. Ehlers)
Miss Marie H. Ehlers)

APPROVED: As to Form: Thos. J. Lawless Asst. General Counsel
As to Property Interests: F. S. Pollard Real Estate & Tax Agent
As to Description: H. A. Aalberg Assistant Chief Engineer

S. L. Finn 1/8/39

Be it remembered that on the 12th day of December, 1938 before me the undersigned Notary Public, duly qualified and acting within and for said County, there personally appeared Mrs. Wilhelmina Addleman and Bert Addleman, wife and husband to me known to be the identical persons who executed the above and foregoing contract as first parties and who acknowledged to me that the execution thereof was their own free voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this 12th day of December, 1938. W. A. Snare Notary Public
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES JAN. 15, 1942

Be it remembered that on the 12th day of December, 1938, before me the undersigned Notary Public, duly qualified and acting within and for said County, there personally appeared Mr. Carl P. H. Ehlers and Marie C. Ehlers, husband and wife, to me known to be the identical persons who executed the above and foregoing contract as first parties and who acknowledged to me that the execution thereof was their own free voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this 12th day of December, 1938. W. A. Snare NOTARY PUBLIC
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES JAN. 15, 1942

Be it remembered that on the 12th day of December, 1938, before me the undersigned Notary Public, duly qualified and acting within and for said County, there personally appeared Mr. John F. Ehlers, to me known to be the identical person who executed the above and foregoing contract as one of the first parties and who acknowledged to me that the execution thereof was his own free voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this 12th day of December, 1938. W. A. Snare Notary Public
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES JAN. 15, 1942

Be it remembered that on the 12th day of December, 1938, before me the undersigned Notary Public, duly qualified and acting within and for said County, there personally appeared Miss Marie H. Ehlers, to me known to be the identical person who executed the above and foregoing contract as one of the first parties and who acknowledged to me that the execution thereof was her own free voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this 12th day of December, 1938. W. A. Snare Notary Public
SARPY COUNTY, NEBRASKA
COMMISSION EXPIRES JAN. 15, 1942

