

V.

AGREEMENT, ) IN CONSIDERATION OF the Chicago & Northwestern Rail-  
 C. & N. W. Railroad Co. ) way Company building a woven wire fence 150 rods in length and  
 and )  
 John Hans Grimm, ) 48 inches in height, on the Northwest side of its  
 Filed Febr. 18, 1919 ) track through a certain portion of my farm in Section  
 10 P.M. )  
 Mary C. Debel, County Clerk, ) 10 & 11, range 11, township 18, in Washington  
 ----- ) County, Nebraska, I, J. H. Grimm, hereby agree for

myself, my heirs, administrators, lessees and assigns to maintain said fences in good repair from the time of construction of same; and do hereby in behalf of myself, heirs, administrators, lessees and assigns waive all claim for damages for and on account of the injuring or killing of any livestock owned by myself, heirs, administrators, lessees or assigns that may enter said railway company's right of way over, through or under said fence, and whether struck or injured by an engine, train or in any other manner, and I agree to hold said railway company harmless from any and all claims of said character. This agreement shall run with the land above described and shall be binding on the heirs, administrators, lessees and assigns of the undersigned.

The Chicago & North Western Railway Company will, upon demand made in writing, furnish all material necessary to keep said fence in good repair.

Dated this 1st day of January 1919.

John Hans Grimm

State of Nebraska )  
 ) ss.  
 County of Washington.)

On this 1st day of January 1919, personally appeared before me, a notary public in and for said county and state, J. H. Grimm to me personally, known to be the person named in and who signed the foregoing instrument, and he acknowledged the said instrument and the execution thereof to be his voluntary act and deed for the purposes therein expressed.

Witness my hand and official seal on the date last above written.

(Notarial Seal).

E. H. Claridge, Notary Public.

My commission expires Nov. 19, 1919.

-----