

MISC. BOOK

48

MISCELLANEOUS RECORD

V

voluntary act and deed.

Witness my hand and seal the day and year last above written.

Anton Dredla,
Notary Public.



Affidavit

S. J. Quantock

To

The Public.

Filed for record

June 17th, 1918, at 3:20 P.M.

T. E. Wheeler,

Register of Deeds.

By E. B. Fairfield, Deputy.

Fee 75¢

45 ✓

In the matter of the title to Lots 6, 7, and 8 in Block 9, in First Addition to the Village of Gelege College View, Lancaster County, Nebraska, according to the recorded plat thereof.

State of Nebraska, }
Lancaster County. } ss.

I, S. J. Quantock, do solemnly swear that I was personally well acquainted with Theodore E. M. Valentiner, the grantor in a certain deed recorded in Book 205 at Page 31, of the records of Lancaster County, Nebraska, and with his wife Emma Valentiner on and prior to the date of such deed, to-wit: August 24, 1917, and

that I know that he was the same identical person as the one designated as Teadore E. M. Valentiner in the record of the acknowledgement of such deed, and who as shown by said record signed Theo. E.M. Valentiner, and also that the said Emma Valentiner was the same person as the one who acknowledged as shown by the said record as Emma Valentiner, notwithstanding the discrepancy of names in the records as shown.

S. J. Quantock.

Sworn to and subscribed before me this 17th day of June, 1918.

M. H. Christy,
Notary Public.



Agreement

Lewis E. Maxam & Wife

With

Sanitary District No. 1

Filed for record

June 18th, 1918, at 2 P.M.

T. E. Wheeler,

Register of Deeds.

By F. M. Moore, Deputy.

Fee \$1.40

48 ✓

This agreement made and entered into this 15th day of June, 1918, by and between Louis Maxum and Mary Jane Maxum, his wife, parties of the first part, and Sanitary District No. 1, of Lancaster County, Nebraska, party of the second part.

WITNESSETH: that the party of the second part, for and in consideration of the covenants and agreements to be performed by the parties of the first part, does hereby covenant and agree on its part to erect and construct a dam across the natural channel of Salt Creek, which tra-

verses a part of the SW $\frac{1}{4}$ of Section Twenty-seven (27), in Township Eleven (11), N. Range Seven (7), - Lancaster County, Nebraska, at a point thereon to be fixed and designated by said second party; said dam to be constructed of earth and to be of sufficient height and dimensions as to permit the passing over of the same of loaded farm wagons, the intention being to thereby provide a means of egress and ingress over said natural channel to and from that portion of said above described land which lies South of said channel and North of the South line of said quarter section, to the end that the parties of the first part may convey wood in wagons, over said dam, from said last described parcel of land.

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but the parties expressly covenant and agree that the party of the second part shall be under no obligations whatever to keep said dam in repair or to replace the same, should it be forced out on account of high water or otherwise destroyed.

And the said parties of the first part covenant and agree on their part to release and surrender, and do hereby

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release and surrender unto the said party of the second part, their rights respectively, to have the waters of Salt Creek flow in its existing natural channel, the waters having been diverted through an artificial channel, along and directly South of the South line of said SW 1/4 of Sec. 27, Township 11, N. R. 7.- and they and each of them do hereby covenant and agree to release or surrender, and do hereby release and surrender unto said party of the second part, all riparian rights appurtenant and incident to the following described land owned by said parties of the first part, to-wit: The Southwest one-fourth (SW 1/4) of Section Twenty-eight (28), and the East half of the Southeast quarter of Section 28, all in Township Eleven (11), North, Range Seven (7), East of the 6 P.M.

And the said parties of the first part further covenant and agree as a part of the same consideration, to release and surrender, and do hereby release and surrender unto the said party of the second part, all damages which may accrue to them, their heirs, executors, administrators, and assigns, or which may accrue to the land last above described, by reason of over-flow, flooding, or washing of said last above described lands, which may be caused by the construction and use of the artificial channel constructed by said second party, as aforesaid.

And the said parties of the first part further covenant and agree on their part, that they and each of them shall at all times indemnify and save harmless the said party of the second part, its successors and the assigns, from and against any and all acts, suits, damages, costs and expenses which may be instituted, made or taxed against, or accrued to the said party of the second part, by the heirs, executors, administrators or grantees of the parties of the first part, by virtue of the diversion of the waters of Salt Creek from the existing natural channel thereof, through the artificial channel therefor constructed as aforesaid, and of the consequential destruction of riparian rights, appurtenant and incident

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to the premises last herein described, or by virtue of overflow, flooding, or washing of said land last herein described, which may be caused by the construction and use of said artificial channel.

IN WITNESS WHEREOF the parties hereto have set their hands this 15th day of June, 1918.

Witnesses
I. C. Lansing

Lewis L. Maxam
Her Mark X
Mary J. Maxam

Sanitary District No. 1 of
Lancaster County, Nebraska.

By W. J. Blystone
S. B. Hohmann
Kent D. Cunningham
Trustees.

State of Nebraska,)
) ss.
Lancaster County.)

On this 15th day of June, 1918, before me, the undersigned, a Notary Public, duly