

AGREEMENT

G.D. Swaney
TO
Edward C and Donna L. Hergott

Filed for record May 29, 1959 at 1 O'clock P.M.
Book X., Page 578 of Misc. Records.
H. F. Nacke - County Clerk

AGREEMENT

This agreement made and entered into this day of May, 1959 by and between G.D. Swaney, party of the first part, and Edward C. and Donna L. Hergott, parties of the second part, all of Thayer County, Nebraska,

WITNESSETH: That whereas, party of the first part is the owner of the southwest quarter of Section 30, township 3, North, Range 1 West of the 6th P.M., Thayer County, Nebraska, and parties of the second part are the owners of the Northwest quarter of Section 30, Township 3, North, Range 1, West of the 6th P.M., Thayer County, Nebraska,

And whereas, the said parties desire to construct a dam on the premises owned by party of the first part, which dam will be approximately 100 yds east and 100 yards south of the northwest corner of said land owner by party of the first part, and which will be across a natural drainage course on said land, and which will creat a pond of about five and one-half acres; one and one-half acres of which will be on the land owned by the party of the first part, and about four acres of which will be on the land owned by the parties of the second part.

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. That said dam shall be constructed according to the plans and specifications prepared by the Soil Conservation Service, which plans provide for the retaining of waters having a surface area of about five and one-half acres, as stated in the preceding paragraph, and which contemplate the removal of estimated 3866 cubic yards of earth, and with a greatest depth of about 10 feet for the pond.
2. G.D. Swaney and Edward C. Hergott shall jointly manage the construction work that is required of the owners and shall jointly see that the plans of the Soil Conservation Service and carried into effect.
3. It is understood and agreed by and between the parties that the dam shall be constructed for erosion control, the retaining and storage of flood waters, incidentally which shall be used for crop irrigation and recreational purposes.
4. It is further mutually agrred by and between the parties hereto that all of the funds contributed by the Soil Conservation Service shall be used in the construction of said dam and that all cost of construction in excess of said contribution shall be borne equally by G.D. Swaney and Edward C. Hergott.
5. It is further agreed that each of the parties shall have equal right to the use of said pond for irrigation and recreational purposes, but that neither shall deplete said waters to such an extent that the use by the other shall be impaired, or to an extent that would endanger the fish life in said pond.
6. In order to use said pond for the above-named pruposes each of the parties shall have the right of ingress to and egress from the land owned by the other.
7. The parties agree that they shall each bear one-half the expense or labor in maintaining the dam and pond and shall jointly have charge of the surpervision and management of the same.
8. Each of the parties shall peform his share of the seeding and fence building and repairing that is required by the Soil Conservation Service.
9. The live-stock of each of the parties may use the said pond for watering purposes.

In witness whereof, the parties have hereunto set their names the day and year last above written.

In the presence of:

Francis B. Wiedel

Larry Davidson

G.D. Swaney
Party of the First Part

Edward C. Hergott
Parties of the Second part

X-X-X-X-X-X-X-X