

WATER RIGHT

1 of 3

RIGHT TO USE WATER FROM  
WATER CONSERVATION RESERVOIR AND DROUGHT WELLS

HAYES ALLEN  
TO  
JOHNSON COUNTY, NEB.

FILED DEC. 18, 1934  
AT 4 O'CLOCK P. M.

C. E. STEVART, CO. CLK.  
L. E. YEAST, DEPUTY

INDENTURE made this 5 day of Dec., 1934, between Hayes Allen of the first part, and Johnson County, Nebraska, of the second part,

Witnesseth: In consideration of the furnishing of the following services, labor, and/or material for a dam or \_\_\_\_\_ for the construction

of a water reservoir and/or well at (describe location) S. W.  $\frac{1}{4}$  of Section 35 Township 5 - Range 9 the first party hereby grants to Johnson County, Nebraska, and its successors, and the public, full and free right and authority to the use of said reservoir and/or well and to take water from said reservoir and/or well for domestic and other purposes and to carry the water from the premises, whenever, in the opinion of the Board of County Commissioners of Johnson County, a drought exists which makes advisable for humanity's sake and the welfare of the county and the nation the opening of said reservoir and/or well to the public, and the Board of County Commissioners shall adopt a resolution declaring that an emergency exists because of drought and that said reservoir and/or well shall be accessible to the public as a source of water supply and shall furnish to the first party, heirs, successors or assigns, or the occupant of the land a certified copy of such resolution, and an easement and right-of-way over the following describee land: SW  $\frac{1}{4}$  of Section 35 - Township 5 - Range 9 also a 12 ft roadway running South from public highway which runs east and west along said real estate all in Johnson County, Nebraska,

is hereby granted to Johnson County, and the public whereby the public shall have access to said reservoir and/or well, to be used, however, only during the time <sup>a</sup> ~~the~~ resolution of emergency heretofore described, shall be in effect, and such resolution shall terminate at a time to be specified therein, or if it be for an indefinite term, then by its rescission by the Board of County Commissioners or when conditions are such that the emergency shall generally be considered as no longer existing; provided, however, that if at the time an emergency is declared, the owner or occupant of the land upon which the reservoir and/or well is situated shall designate a way of ingress or egress other than over the right-of-way hereby granted, such way shall be used if it be suitable for the purpose; provided further, that at the time this inden-

ture is executed a drought emergency is considered by all parties hereto as existing and no resolution of the Board of County Commissioners shall be required.

Authority is further granted to the Board of County Commissioners to enter upon said premises at any time (whether or not at said time an emergency shall have been declared) and to repair, rebuild, reconstruct, or improve said reservoir and/or well, if in the judgement of said Board the condition of said reservoir and/or well shall require such action.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and year above written.

Hayes Allen

Mortgagee Jesse E. Trumble  
Lincoln, Nebr.  
Amount of Mortgage \$9000.00-1927

Recorded in Book 36 Page 282  
Assessed Valuation 1934-\$5300.00

STATE OF NEBRASKA }  
Johnson County }  
{ COUNTY COURT SEAL }  
{ JOHNSON COUNTY }  
{ NEBRASKA }

SS. Be It Remembered, that on this 5 day of December, 1934, before me, Walter P. Campbell, a County Judge in and for said County and State, came Hayes Allen to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged execution of the same to be his voluntary act and deed.  
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Walter P. Campbell  
Co. Judge, Johnson Co. Nebr.

Mortgagee Clause

In order that the easement herein granted shall not be terminated by the foreclosure of the mortgage executed on the date and recorded as follows: Book 36 Page 282- - - - - the mortgage executed on the date and recorded as follows: Book 36 Page 282- - - - - the same being prior encumbrance against the land covered by this easement, the mortgagee hereby waive\_ and release\_ said mortgage\_ only to the extent that the easement herein granted shall not be terminated or otherwise affected by the foreclosure of said mortgage\_, and said mortgage\_ shall continue in full force and effect except as to the easement herein granted.

Jesse E. Trumble  
Mortgagor.

STATE OF NEBRASKA }  
Lancaster County }  
{ Percy Mays }  
{ Notarial Seal }  
{ Commission Expires }  
{ Jan. 4, 1940 }  
{ Lancaster County, }  
{ Nebraska }

SS. Be It Remembered, that on this 8th day of December, 1934, before me, Percy Mays a Notary Public, in and for said County and State, came ## Jesse E. Trumble to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same to be his voluntary act and deed.  
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Percy Mays  
Notary Public.

My Comission expires Jan 4 - 1940.