

B.S. Roscoe & wife # This indenture, made the 16 day of November 1910, between B.S. Roscoe
to # and Isabell S. Roscoe, husband & wife, of the County of Burt, State of Nebraska
Lyons Drainage District # party of the first part, owner of the following described real estate
Grant of Right of way. # Filed Jan. 24, 1911,
at 9 o'clock A.M. # in Burt County, Nebraska, to-wit: South West quarter (SW $\frac{1}{4}$) Sec. 23
H.W. Whitaker, # Twp 23 Range 8 and the Northwest quarter (NW $\frac{1}{4}$) Sec. 26 Twp 23 Range 8
County Clerk. # and the Lyons Drainage District, incorporated under sections 6257 n to
By Henry St. Peter, #
Deputy. #

6257r39 both inclusive of Wheeler's Statutes of Nebraska, for the year 1909, party of the second
part, witnesseth, that in consideration of the sum of Six hundred eleven & 50/100 Dollars, in hand
paid to the said party of the first part, by the party of the second part, the receipt whereof is
hereby acknowledged, said party of the first part hereby grants, and conveys unto the said party
of the second part and its assigns full and free right and liberty for said party of the second
part, its assigns and its agents, servants and all and every other person or persons acting
for the benefit and advantage of said party of the second part or its assigns from time to
time, and at all times hereafter, to enter upon a certain parcel of land one hundred feet in width
running across said real estate of the first party hereinbefore described, as surveyed and platted
for said second party, by the Towl Engineering Company, engineer of the second party, (said plat
being now on file with William Tighe, Secretary of the Board of Directors of the second party,
and the same or a certified copy of the same to be hereafter filed with the County Clerks of
Burt and Thurston Counties, Nebraska, and said original or certified copy to become a part of
this agreement in like manner as if the same were incorporated herein), and to dig and forever
maintain a main ditch and such laterals as may be necessary, across said first party's said
real estate, to deposite the dirt from the same thereon, to erect dykes and levies, if necessary,
thereon, and to use the same or so much thereof as shall be necessary at any and all time, for
the purpose of carrying out second party's system of drainage as the same now is or may hereafter
be laid out, platted and determined upon, and at all times and forever to enter upon said parcel
of land for the purpose of extending, erpairing and cleaning out said main ditch and laterals
or other drainage improvements as may be found necessary and expedient by the Board of Directors
of the second party.

And in consideration of the further payment of the sum of \$ Six hundred eleven & 50/100
in hand paid, by the second party, to first party, the receipt whereof is hereby acknowledged, the
first party acknowledges full and complete payment and satisfaction of any and all other further
and special damages of any nature whatsoever, including the depositing of waste material as per
plans and specifications on file with the Drainage Board, excepting the above right of way which
have now accrued or hereafter may accrue to first party on account of the digging, placing,
erecting and forever maintaining said second party's ditches, dykes, levies and tother drainage
improvements on first party's land above described.

In witness whereof the said parties of the first part have hereunto set their hands at
Lyons, Nebraska, this 16 day of November 1910.

In presence of

B.S. ROSCOE.