

# MISCELLANEOUS RECORD, No. 88

In witness whereof, said parties have hereunto set their hands this 24th day of March, 1918.

Witness:

S. H. Howard

ELKHORN VALLEY DRAINAGE DISTRICT

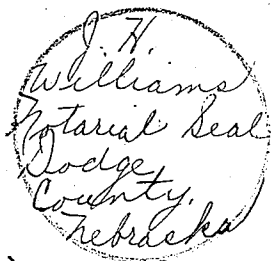
By S. H. Howard

Fredericka Gericke (Foreign)

State of Nebraska)  
                          )SS.  
County of Douglas)

On this 24th day of March, 1918, before me, a Notary Public within and for said county and state, personally appeared Fredricka Gericke, to me known to be the identical person who executed the above and foregoing instrument, and acknowledged the same to be her voluntary act and deed, for the purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal, the day and year last aforesaid.



J. H. Williams,

Notary Public.

My commission expires Oct. 20, 1921.

State of Nebraska)  
                          )SS.  
County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 14th day of August, A. D. 1929, at 11:40 o'clock A. M.  
Harry Pearce,

Register of Deeds.

Compared by W&F.

4. Easement.

Elkhorn Valley Drainage District  
                          and  
Emmet A. Erway, et al  
second party, WITNESSETH:

Contract for Easement

This contract, made and entered into this 30th day of January, 1918, by and between The Elkhorn Valley Drainage District, first party, and Emmet A. Erway and Lavena Erway,

Whereas, the first party intends to erect a dike or embankment of earth along or near the Platte river, for the purpose of checking the flood waters of the Platte river; and whereas, said first party desires the use of the land of the second party for said purpose:

Now, therefore, it is agreed by Emmet A. Erway and Lavena Erway, second party, that for and in consideration of \$200.00, the receipt of which is hereby acknowledged, that said first party shall have the right to use the following described property for drainage purposes:

A right of Way 75 feet wide, running in a Southeasterly direction across the following described: Sub. Lot 1 of Govt. Lot 4, Sec. 34-16-9. And NW $\frac{1}{4}$  SW $\frac{1}{4}$ , Sub. Lot 1, of Govt. Lot 3 and SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 35, Twp. 16, Range 9, containing 6.43 acres, Douglas County, Nebraska.

That said first party shall have the right to enter upon said land and to erect and construct any embankment, dike, or parapet in and upon said land, and to make any excavations therefore, and shall have the right of access to said land for repairing and maintaining said improvements.

That this easement shall continue as long as first party desires to maintain said improvement; that the second party will not plow or cultivate said strip of land, or in any way destroy or change the said improvement, or allow to be destroyed or changed the said improvement erected and constructed by the first party. That second party shall have the right to pasture

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over said land or to use it in any other way that will not destroy said improvement.

Second party, his heirs and assigns, further agree to release the first party for any and all direct or incidental damages that may be sustained by reason of the construction of said improvement upon said land.

This contract shall be binding on second party, his heirs, executors, administrators, and assigns.

In witness whereof, said parties have hereunto set their hands this 30th day of January, 1918.

Witness:

T. F. Green

ELKHORN VALLEY DRAINAGE DISTRICT,

By S. H. Howard

Emmet A. Erway

Lavena Erway

State of Nebraska)  
                          )SS.  
County of Douglas)

On this 30th day of January, 1918, before me, a Notary Public within and for said county and state, personally appeared Emmet A. Erway, Lavena Erway, to me known to be the identical persons who executed the above and foregoing instrument, and acknowledged the same to be their voluntary act and deed, for the purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal, the day and year last aforesaid.

T. F. Green,  
Notary Public.



State of Nebraska)  
                          )SS.  
County of Douglas)

Entered in Numerical Index and filed for Record in the Register of Deeds Office of said County, the 14th day of August, A. D. 1929, at 11:40 o'clock A. M.

Harry Pearce,

Register of Deeds.

Compared by W&F.

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5. Easement.

Contract for Easement

Elkhorn Valley Drainage District )

This contract, made and entered into this 30th day

and )

of March, 1918, by and between The Elkhorn Valley Drainage

Valley Stock Yards and Grain Co. )

District, first party, and The Valley Stock Yards and Grain

Co., A Corporation, second party, WITNESSETH:

Whereas, the first party intends to erect a dike or embankment of earth along or near the Platte river, for the purpose of checking the flood waters of the Platte river; and whereas, said first party desires the use of the land of the second party for said purpose:

Now, therefore, it is agreed by The Valley Stock Yards and Grain Co., a Corporation, second party, that for and in consideration of \$1.00, the receipt of which is hereby acknowledged, that said first party shall have the right to use the following described property for drainage purposes:

75 ft. right of way, as surveyed by first party, across Gov. Lots 3 and 4, and 5, all in Sec. 2, Twp. 15, Range 9, containing 6.71 acres, Douglas County, Nebraska.

That said first party shall have the right to enter upon said land and to erect and