

DEED BOOK

DEED RECORD

of recovering any damages which may accrue to him, his heirs, executors, administrators, and assigns, or to the land last above described, by reason of over-flow flooding or washing of said land, which may be caused by the construction and use of an artificial channel to be constructed by said grantee upon and through the tract of land first herein described and herein conveyed, and this covenant shall run with the land last specifically described.

And the said Jennie Roepka, wife of Henry Roepka, hereby relinquishes all her right, title and interest, including community interest, in and to the premises herein conveyed, as well as the premises last above described insofar as her respective rights and community interests are inconsistent with the covenants herein which are specifically made to run therewith.

Signed this 6 day of ~~October~~ November, 1917.

In the presence of
 F. M. Stapleton
 R. W. Devoe

Henry Roepka
 Jennie Roepka

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

November
 On this 6 day of ~~October~~ November, 1917, before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, personally came Henry Roepka and Jennie Roepka, husband and wife, who are personally known to me to be the identical persons who executed the foregoing instrument in writing, and they each acknowledged the execution thereof to be their free and voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

F. M. Stapleton,
 Notary Public.



Warranty Deed. ✓
 A. J. C. Robb & Wife
 To
 Sanitary District No. 1
 of Lancaster Co., Nebr.
 Filed for record
 March 23rd, 1918, at 11:45 A.M.
 T.E. Wheeler,
 Register of Deeds.
 By F. M. Moore, Deputy
 Fee \$1.25

KNOW ALL MEN BY THESE PRESENTS: That A. J. C. Robb and Alice M. Robb, husband and wife, for and in consideration of the sum of Two Hundred (\$200.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey, and confirm unto Sanitary District No. 1 of Lancaster County, Nebraska, the following described real estate situate in the County of Lancaster and State of Nebraska, to-wit:

Beginning at the water's edge on the left bank of Salt Creek at a point Eleven Hundred Twenty-seven and six tenths (1127.6) feet West and Eight Hundred Sixty-seven tenths (867.7) feet South of the northeast corner of Section Thirty-two, Township Eleven (11), - Range Seven (7), East of the Sixth Principal Meridian, in Lancaster County, Nebraska, and running thence North 80° 12' East a distance of nine hundred thirty-eight (938) feet to a point at the water's edge on the left bank of Salt Creek seven hundred eight (708) feet South and two hundred two and three tenths (202.3) feet West of the Northeast corner of Section Thirty-two (32), Township Eleven (11), - Range Seven (7), - a strip of land 75 feet wide on each side of the above described line, containing three and twenty-four hundredths acres (3.24 a), all in Lancaster County, Nebraska.

TO HAVE AND TO HOLD the above described premises unto the said Sanitary District No. 1 of Lancaster County, Nebraska, its successors and assigns and the said grantors do hereby covenant with the said grantee that they and each of them are lawfully seized of the premises herein described, that they have good right and lawful authority to convey the same; that they are free from encumbrance; that they and their heirs, executors, administrators and assigns, shall warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said grantors as a part of the same consideration, do hereby covenant each for himself, his heirs, executors, administrators and assigns, that neither he nor they will ever claim, demand, or take any legal proceedings against the grantee herein for the purpose of recovering, any damages which may accrue to him, his heirs, executors, administrators, or assigns, by virtue of the diversion of the waters of Salt Creek from the existing natural channel through an artificial channel to be constructed upon and through the premises above described, and of the consequential destruction of riparian rights appurtenant and incident to the following described lands owned by said grantors, to-wit:

The North half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Thirty-two (32), Township Eleven (11), - Range Seven (7), East of the Sixth Principal Meridian in Lancaster County, Nebraska, with which said land this covenant shall run.

and the said grantors as a part of the same consideration, do hereby covenant, each for himself, his heirs, executors, administrators and assigns, that neither he nor they will ever claim, demand or take any legal proceedings against the grantee for the purpose of recovering any damages which may accrue to him, his heirs, executors, administrators, and assigns, or to the land last above described, by reason of over-flow, flooding or washing of said land, which may be caused by the construction and use of an artificial channel to be constructed by said grantee upon and through the tract of land first herein described and herein conveyed, and this covenant shall run with the land last specifically described.

And the said Alice M. Robb, wife of A. J. C. Robb, hereby relinquishes all her right, title and interest, including community interest, in and to the premises herein conveyed, as well as the premises last above described insofar as her respective rights and community interests are inconsistent with the covenants herein which are specifically made to run therewith.

Signed this 5th day of November, 1917.

In the presence of
Geo. R. Westphal
C. Petrus Peterson

A. J. C. Robb
Alice M. Robb

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

On this 5th day of November, 1917, before me the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, personally came A. J. C. Robb and Alice M. Robb, husband and wife, who are personally known to me to be the identical persons who executed the foregoing instrument in writing, and they each acknowledged the execution thereof to be their free and voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Geo. R. Westphal,
Notary Public.

