

DEED RECORD No. 473

8. Right-of-way Deed
Earl King et al
to
Elkhorn Valley Drainage District

KNOW ALL MEN BY THESE PRESENTS, That we, Earl King and Ruth King, his wife; Ralph Todd and Marcia Todd, his wife; Lyle Todd and William Todd, both unmarried, on our own behalf as well as in our right as heirs of Mrs. William Todd, deceased, being all of the County

of Douglas, State of Nebraska, parties of the firstpart, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Elkhorn Valley Drainage District party of the second part, for the construction, maintenance and operation of a waterway, river cutoff, drainage ditch, levee (any or all as the case may be) by said party of the second part, its successors or assigns, the perpetual use of the following described real estate in Douglas County, Nebraska:

Beginning at a point on the North line of the South East 1/4 of the Southeast 1/4 of Section 10, Township 15 North, Range 10 East, 901.1 ft. west of the Northeast corner of said Southeast 1/4 of the Southeast 1/4 of said Section 10; thence South 6 degrees 43 minutes East to an intersection with the Easterly bank of the present Elkhorn River; thence Northwesterly along said Easterly bank of Elkhorn River to an intersection with a line 201.4 ft. West of and parallel to the above line described as running South 6 degrees 43 minutes East; thence North 6 degrees 43 minutes West to the North line of said Southeast 1/4 of the Southeast 1/4 of Said Section 10; thence East 201.4 ft. to place of beginning, containing 3 acres more or less.

Together with any and all desired access thereto by the said Drainage District, its agents, contractors, representatives and employees across other lands of the parties of the first part.

It is understood and agreed thatthe dirt excavated from the said ditch shall, where practicable, be thrown on the strip of land herein granted but if necessary the dirt may be wasted on land of the parties of the firstpart adjoining said strip.

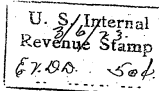
It is further understood and agreed that the parties of the first part, their successors or assigns, may farm or otherwise use any part of said strip, the use of which is hereby granted, not actually in the ditch, which can be used without injury to the said ditch or its embankments.

IN WITNESS WHEREOF, the parties of the first part have hereto attached their names, this 3rd day of March, 1923.

Witness:

B. G. Safford

Earl King
Ruth King
Ralph Todd
Marcia Todd
Lyle Todd
Wm. Todd.



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

On this 3 day of March, 1923, before me a Notary Public in and for said County, personally appeared Earl King and Ruth King, his wife; Ralph Todd and Marcia Todd, his wife; Lyle Todd and William Todd, to me known to be the persons whose names are signed to the foregoing instrument and they severally acknowledged the said instrument to be their voluntary act and deed.

J. C. Moore,
Notary Public.

My commission expires Sept. 13, 1926.



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103201-MFG. BY OMAHA PRINTING CO., OMAHA

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

Entered on Numerical index and filed for Record in
the Register of Deeds Office of said county the 6th
day of March, A. D., 1923, at 11:00 o'clock A. M.

Harry Pearce,
Register of Deeds.

Compared by W&P.

21. Warranty Deed)
Frederick J. Hale & Wf.)
) to
Clay A. Hully)

THIS INDENTURE, Made the 26th day of February, in the year of
Our Lord, One thousand Nine Hundred and Twenty Three, between
Frederick J. Hale and wife, Martha Marie Hale, of the County of
Douglas and State of Nebraska, of the first part and Clay A.
Hully of of the second part,

said

WITNESSETH: That the parties of the first part, for and in consideration of the sum of
Twenty five hundred (\$2500.00) Dollars, lawful money of the United States of America, to them in
hand paid by the said party of the second part, at or before the ensealing and delivery of these
presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold aliened,
remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien
remise, release, convey, and confirm, unto the said party of the second part, and his heirs and
assigns, forever, all that lot, piece or parcel of land lying and being in the County of Douglas
and State of Nebraska, described as follows:

Lots Twelve and Thirteen (12 and 13) Block Thirteen (13), Minne Lusa Addition to Omaha,
Nebraska. Together with all and singular the improvements, tenements, hereditaments, and appur-
tenances thereunto belonging or in anywise appertaining, and the reversion and reversions, re-
mainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title,
interest, dower, and right of dower, separate estate, property, possession, claim, and demand,
whatsoever, as well in law as in equity, of the said parties of the first part, of, in and to
the same, and every part and parcel thereof, with the appurtenances:

TO HAVE AND TO HOLD the above granted, bargained, and described premises, with the appur-
tenances unto the said party of the second part, and his heirs and assigns, to his own proper
use, benefit and behoof, forever. And the said parties of the first part for themselves and for
their heirs, executors and administrators, do covenant, promise and agree to and with the said
party of the second part, his heirs and assigns, that the said parties of the first part at the
time of the ensealing and delivery of these presents, are lawfully seized in fee simple of a good,
absolute, and indefeasible estate of inheritance of and in all and singular the above granted,
bargained, and described premises, with the appurtenances and have good right, full power, and
lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid. And
that the said party of the second part his heirs and assigns, shall and may at all times here-
after peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted prem-
ises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble,
molestation, eviction, or disturbance of the said parties of the first part, their heirs or
assigns, or of any other person or persons lawfully claiming or to claim the same. And that the
same are now, free, clear, discharged, and unincumbered of and from all former and other grants,
titles, charges, estates, judgments, taxes, assessments, and incumbrances of what nature and
kind soever.

Purchaser to assume and pay any and all legal taxes and assessments made against this
property subsequent to the year 1922. Also subject to all paving, curinb and grading tax not now
delinquent.