

AGREEMENT - In Re Ditch No. 54.

THIS AGREEMENT Made and entered into this . 27<sup>th</sup> . day of . May . 1918,  
by and between Robert Kavanaugh, party of the first part, and the County of  
Anoka, party, party of the second part,

WITNESSETH: That the said party of the first part, in consideration  
of the said County of Anoka not digging Branch No. 2 of Ditch No. 54  
through the lands and premises of the party of the first part as hereinafter  
described, hereby covenants, promises and agrees to and with the said second  
party to pay an assessment for the outlet made by the construction of the  
Main Ditch in the sum of Four Hundred Sixty-Four and no/100 (\$464.00),  
together with such further sum as may be found necessary by reason of the  
excess cost of said ditch over the estimated benefits thereof, being 18% in  
addition to said sum of \$464.00, and that said sum may be levied by said county  
as a lien against the lands and premises hereinafter described in the same  
manner as the original assessment for the benefits to said lands by reason  
of the construction of said ditch, said lands and premises being in Anoka County,  
State of Minnesota, to-wit:

NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 9, Twp. 31, R. 24.

It is Further Understood and Agreed that the above assessment shall  
take the place of and be in lieu of the original assessments made by the  
viewers and confirmed by said board in the matter of the construction of  
County Ditch No. 54.

In Testimony Whereof the said party of the first part has hereunto  
affixed his hand and seal the day and year first above written.

In presence of

*Carrie D. Piper*  
.....  
*Ethel M. Brewster*

*Robert Kavanaugh*  
.....  
Anoka County  
by *Arthur A. Caswell*  
*County Auditor*