

AGREEMENT  
TO  
CORRECT EASEMENT

This agreement entered into this 21st day of September, 1967, by and between Lloyd ~~Pruner~~, Pruner and Anne J. Pruner, husband and wife, parties of the first part, and Hugh J. McElroy and Betty Lou McElroy, husband and wife, parties of the second part, and Eldon W. Cozad and Lorene M. Cozad, husband and wife, parties of the third part.

1. That Lloyd ~~Pruner~~, Pruner and Anne J. Pruner are the owners of the Northeast Quarter of Section 36, Township 15, Range 10, Douglas County, Nebraska, except for part thereof deeded to the State for road purposes and to Kenneth Wamsat, as set out in paragraph 2 hereof.

2. That on July 5th, 1962, in deed filed July 11, 1962, recorded in deed book 1155, Page 269, Lloyd J. Pruner and Anne J. Pruner conveyed to Kenneth Wamsat and Carroll J. Wamsat the following described property:

A tract of land in NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of 36-15-10, more particularly described as:

Commencing at a point on the West line of said NW Quarter of Northeast Quarter of Section 36, 75 feet South of the Northwest corner thereof; thence South along the West line of said Northwest Quarter of the Northeast Quarter of Section 36, a distance of 280 feet; thence East parallel with the North line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 235 feet; thence North parallel with West line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 280 feet; thence West parallel with the North line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 235 feet to point of beginning.

(An easement reserved to grantors, their heirs and assigns, and to Dean F. Frickson or his heirs or assigns, the full and free right at all times in common with all other persons to have the use of the East 22 feet of the above described property as an unrestricted road or passageway and to use said 22 feet at all times and for all purposes connected with use of grantors other property or Dean F. Frickson's other properties in the vicinity of above described property.)

That the easement above referred to was in error as it referred to the East 22 feet, while in truth and in fact, the actual easement intended and that has been in actual use has been the West 22 feet of the tract conveyed in the deed recorded in Book 1155, Page 269 of deed records, Douglas County, Nebraska.

3. That Kenneth Wamsat and Carroll J. Wamsat conveyed all their interest in the above described land to Eldon W. Cozad and Lorene M. Cozad, husband and wife, parties of the third part, (subject to the 22 feet easement described) in deed dated September 15, 1967, filed September 18, 1967, in Book 1302, Page 443, and said Eldon W. Cozad and Lorene Cozad, husband and wife are now the owners of said real estate.

4. That Dean F. Frickson was the owner of the Northwest Quarter of Southeast Quarter of Section 36, Township 15, Range 10, East of the 6th PM, Douglas County, Nebraska. That Dean Frickson conveyed all his right title and interest unto said land and easements on adjoining land in deed dated September 14, 1966, filed of Record October 28, 1966 in Book 1302, Page 443 of deed records, which conveyed said property to Hugh J. McElroy and Betty Lou McElroy, husband and wife, (parties of the second part), who are now the owners of the Northwest Quarter of Southeast Quarter of Section 36, Township 15, Range 10.

5. In consideration of the mutual conveyance herein and that in order that the easement will be corrected to correctly describe said easement as it was intended and is actually in use, it is hereby agreed as follows:

a. Lloyd ~~Pruner~~ Pruner and Anne J. Pruner, husband and wife, parties of the first part; and Hugh J. McElroy and Betty Lou McElroy, husband and wife, parties of the second part, (being the assigns of Dean F. Frickson) hereby quit claim to Eldon W. Cozad and Lorene A. Cozad, husband and wife as joint tenants), and cancel and release all rights they have in and to the East 22 feet of the land described as follows to wit:

Commencing at a point on the West line of said NW Quarter of Northeast Quarter of Section 36, 75 feet South of the Northwest corner thereof; thence South along the West line of said Northwest Quarter of the Northeast Quarter of Section 36, a distance of 280 feet, thence East parallel with the North line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 235 feet; thence North parallel with West line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 280 feet, thence West parallel with the North line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 235 feet to point of beginning.

This conveyance is to the end that the above described easement is cancelled.

b. Eldon W. Cozad and Lorene M. Cozad, husband and wife, parties of the third part, hereby grant an easement to Lloyd Pruner and Anne J. Pruner, husband and wife, parties of the first part, their heirs and assigns, and to Hugh J. McElroy and Betty Lou McElroy, husband and wife, parties of the second part, their heirs and assigns, the full and free right at all times in common with all other persons to have the use of the West 22 feet of the following described property:

Commencing at a point on the West line of said NW Quarter of Northeast Quarter of Section 36, 75 feet South of the Northwest corner thereof; thence South along the West line of said Northwest Quarter of the Northeast Quarter of Section 36, a distance of 280 feet; thence East parallel with the North line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 235 feet; thence North parallel with West line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 280 feet, thence West parallel with the North line of said Northwest Quarter of Northeast Quarter of Section 36, a distance of 235 feet to point of beginning, *15 NORTH R4665 102451*  
DUBUQUE COUNTY IOWA

As an unrestricted road or passageway and to use said 22 feet at all times and for all purposes connected with the use of Lloyd Pruner and Anne J. Pruner's other properties, or Hugh McElroy and Betty Lou McElroy, other properties in the vicinity of said hereinafter described property.

This agreement shall be binding on all parties hereto, their heirs, executors and administrators, and legal representatives and assigns.

Dated this 21 day of September, 1967.

Eldon W. Cozad  
Eldon W. Cozad  
Lorene M. Cozad  
Lorene M. Cozad

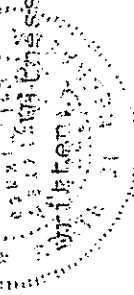
Lloyd Pruner  
Lloyd Pruner  
Anne J. Pruner  
Anne J. Pruner

Hugh J. McElroy  
Hugh J. McElroy

Betty Lou McElroy  
Betty Lou McElroy

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS }  
SS

On this 22 day of September, 1967, before me, the undersigned a Notary Public, duly commissioned and qualified for in said County, Nebraska, came Lloyd S. Pruner and Anne J. Pruner, husband and wife. To me they were to be the identical persons whose name is or names are affixed to the foregoing instrument and acknowledged the execution thereof to be his and her voluntary act and deed.



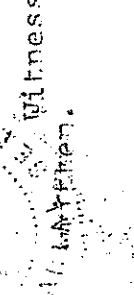
Witness my hand and Notarial Seal the day and year last above written.

*Lloyd S. Pruner*  
NOTARY PUBLIC

My commission expires the 30 day of March, 1970.

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS }  
SS

On this 21 day of September, 1967, before me, the undersigned a Notary Public, duly commissioned and qualified for in said County, Nebraska, personally came Jack I. McElroy and Betty Lou McElroy, husband and wife. To me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



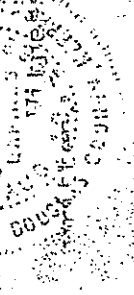
Witness my hand and Notarial Seal the day and year last above written.

*Joseph McElroy*  
NOTARY PUBLIC

My commission expires the 4 day of July, 1969.

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS }  
SS

On this 26 day of September, 1967, before me, the undersigned a Notary Public, duly commissioned and qualified for in said County, Nebraska, came Eldon W. Cozad and Lorene M. Cozad, husband and wife. To me known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



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

*Abby Jean Cozad*  
NOTARY PUBLIC

My commission expires the 12 day of September, 1968.

THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

1967 SEP 26 PM 3 32

RECEIVED

*10/10*

THE STATE OF NEBRASKA }  
COUNTY OF DOUGLAS }  
SS  
Entered in the office of the Register of Deeds of this County and recorded in Book 453 of page 377

*35*  
*36-15-10*  
*36-15-10*

*36-15-10*