

DATED AND SIGNED THIS 30 DAY OF JUNE, 1959.

Andrew N. Epperson

Mable G. Epperson

STATE OF NEBRASKA)
)SS.
COUNTY OF CASS)

ON THIS 30 DAY OF JUNE, 1959, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME ANDREW N. EPPERSON AND MABLE G. EPPERSON, HIS WIFE, WHOSE NAMES ARE FIXED TO THE FOREGOING INSTRUMENT AS GRANTORS AND ACKNOWLEDGED THE SAME TO BE THEIR VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THE DAY LAST ABOVE WRITTEN.

COMMISSION EXPIRES May 26, 1961, Estella L. Rutherford
(NOTARIAL SEAL) NOTARY PUBLIC
(COMMISSION EXPIRES)
(CASS COUNTY, NEBRASKA) -SEAL-

APPROVED BY THE MAYOR AND CITY COUNCIL, CITY OF PLATTSMOUTH, NEBRASKA, THIS 13 DAY OF JULY, 1959.

Grant Roberts

(CITY OF PLATTSMOUTH)
(SEAL NEBRASKA)

MAYOR

Albert Olson

CITY CLERK

-SEAL-

Filed 14 July 1959

OFFICE OF COUNTY SURVEYOR

CASS COUNTY

PLATTSMOUTH, NEBRASKA

AGREEMENT

John Zatopek et ux

To

Omer Pierce et al

COMPARED

Filed July 22, 1959 at 1:10 P.M.

Lucille Horn Gaines, Reg. of Deeds

By: Polly Saltmarsh, Deputy

\$2.20

AGREEMENT

THIS agreement made and entered into by and between John Zatopek and wife, Mary Zatopek, hereinafter referred to as party of the first part, and Omer Pierce and Myrle Pierce, hereinafter referred to as party of the second part, WITNESSETH:

1. Party of the first part does hereby grant to the party of the second part an easement for road purposes of a tract of land 24 feet in width located in Sub-lot 2 of Lot 65 in the Southwest Quarter of Section 12, Township 12 North, Range 13, East of the Sixth P.M., in Cass County, Nebraska, said strip of land commencing from the west line of Lots 69 and 70 to the center of Mercer Avenue in Richey Place Addition and being a strip of land 24 feet in width and immediately south of the 24 feet of land heretofore deeded from the party of the first part to the part of the second part on December 29th, 1948, by deed recorded in Book 87, at Page 113 in the Office of the Register of Deeds of Cass County, Nebraska at Plattsmouth, Nebraska.

2. It is agreed and understood that the party of the first part are hereby granted the right of ingress and egress from their property on the North and South to the land heretofore deeded and referred to herein and to the additional strip of 24 feet covered by this easement.

3. Party of the second part agrees to place upon the 24 foot strip previously deeded to

them and spread upon said strip of land 8 loads of rock and the party of the first part will do all necessary grading along the strip of land covered by this easement and place on said strip of land 8 loads of rock when necessary to make the same useable and practical for road purposes.

4. It is understood that this work by party of the first part need not be done until it becomes necessary by virtue of the sale of lots by the party of the first part to the South or North of the area covered by this easement.

This agreement is binding upon the heirs, devisees, successors, assigns, and personal representatives of the parties hereto.

Dated at Plattsmouth, Nebraska, this 29th day of May, 1959.

John Zatopek
Mary Zatopek
Omer Pierce
Myrle Pierce

STATE OF NEBRASKA)
)SS.
COUNTY OF CASS)

On this 29th day of May, 1959, before me, the undersigned a Notary Public, duly commissioned and qualified for said County, personally came, John Zatopek and Mary Zatopek, husband and wife, and Omer Pierce and Myrle Pierce, husband and wife, to me known to be the identical persons whose names are subscribed 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.

((WALTER H. SMITH)
(GENERAL NOTARY)
(STATE OF NEBRASKA)

Walter H. Smith
Notary Public

***** My commission expires: June 1, 1962 *****
AGREEMENT Filed July 23, 1959 at 11:15 AM.
George Kraft et ux To COMPARED Lucille Horn Gaines, Reg. of D. eeds
Lawrence Erhart et ux By: Polly Saltmarsh, Deputy
\$2.90 V

AGREEMENT

This agreement made and entered into by and between George Kraft and Amanda P. Kraft, Husband and Wife, hereinafter called the first parties and Lawrence Erhart and Norma M. Erhart Husband and Wife, hereinafter called second parties, WITNESSETH:

IT is agreed that first parties are the owners of Lots 15, 16 and 17 in Block 4 in the Village of Manley, Cass County, Nebraska and that second parties are the owners of Lot 14 in said Block 4 in said Village and that a dispute has arisen as to the location of the boundary line between said Lots 14 and 15; it is further agreed that such dispute has resulted in the filing of an action in the District Court of Cass County, Nebraska, which the parties desire to terminate and compromise by this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and the consideration of the compromise of the said action pending in the District Court, it is hereby agreed as follows:

- 1. The permanent boundary between Lot 15, owned by the first party and Lot 14, owned by the second party, shall be and hereby is established on a line parallel to and 22 inches North