

Cass County

LUPIN PRINTING CO., HAWCO, NEBRASKA

AGREEMENT
Omer Pierce et ux
to
Rubin Development Company

COMPARED

Filed July 14, 1965 at 10:10 A.M.
Lucille Horn Gaines, Reg. of Deeds
By: Polly Saltmarsh, Deputy
\$ 3.90

AGREEMENT

This agreement made and entered into by and between Omer Pierce and Myrle Pierce, husband and wife, hereinafter called the first parties, and Rubin Development Company, a partnership, hereinafter called the second party, witnesseth:

WHEREAS the first parties are now the owners of Sub-lot 2 of Lot 65 in the Southwest Quarter of the Southwest Quarter of Section 12, Township 12, Range 13 in Cass County, Nebraska and the second parties are the owners of record title of a strip 24 feet wide from the west line of Lot 69 to the center of Mercer Avenue which now lies at U.S. Highway 73-75, in what was formerly Cedar Street in Richey Place Addition to the City of Plattsmouth, Cass County, Nebraska by virtue of a quit claim deed which is recorded in Book 87 at Page 113, and the first party is further the grantee in an easement to a 24 foot strip to the south of said road by an agreement recorded in Miscellaneous Book 7 at Page 211 of the Cass County Records, such quit claim deed and agreement having been made by the former owners of Sublot 2 of Lot 65, and the parties now desire to amend said previous agreement concerning the use and maintenance of said road as follows:

1. The first parties hereby grant to second party an easement along and across said road to use the same for road purposes, it being agreed that said roadway shall hereafter lie in the 24 foot strip owned by the first parties and the additional 24 foot strip to which first parties have an easement which is now owned subject to said easement by the second party so that all parties hereto together with their successors and assigns shall have the right to use said road as a common road.

2. The second party agrees to grade said road and to leave a road with a width of not less than 30 feet at the top, such road to be between 24 inches and 30 inches higher than the adjoining ground along side the limits of said road except for such entrances thereon as the second party may build, it being contemplated that the adjoining ground will be changed in grade and that the road shall be maintained above such grade as above set out.

3. Second party further agrees to replace the rock surface on said road with not less than 100 Ton of rock immediately upon the completion of such grading and an additional 50 Ton when needed to maintain a solid road base, but in no event more than one year from the date hereof.

4. Neither party shall use said road so as to prevent the use thereof by the other party.

After the second party has replaced the rock surface as above set out, the parties agree to share the expense of maintaining said road so as to maintain a solid crushed rock road across the entire length thereof, but unless otherwise agreed by the parties such surface shall remain a rock surface.

4. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their survivors, successors and assigns.

5. No changes shall be made in the grade of said road or the adjoining ground so as to cast water upon the residence site of the first parties, or as to materially alter the direction and flow of the present drainage.

Miscellaneous Record No. 9

Cass County

LESLIE PRINTING CO., WAMBO, NEBRASKA

In Witness Whereof the parties have hereunto set their hands this 12th day of July, 1965.

Omer Pierce
Omer Pierce

RUBIN DEVELOPMENT COMPANY,

BY Abner Rubin
Member of the Firm

Myrle Pierce
Myrle Pierce

STATE OF NEBRASKA)
) ss
COUNTY OF CASS)

Before me, the undersigned, personally appeared Homer Pierce and Myrle Pierce, husband and wife, and Abner Rubin, a member of the firm of Ruben Development Company, a co-partnership, and they acknowledged the execution of the foregoing instrument to be their voluntary act and deed and the voluntary act and deed of said partnership respectively.

Subscribed in my presence and sworn to before me this 12th day of July, 1965.

(WAYNE E. SCHNEIDER)
(GENERAL NOTARY)
(COMMISSION EXPIRES)
(NOV. 15, 1966)
(STATE OF NEBRASKA)

Wayne E. Schneider
Notary Public
My Commission Expires:

DEATH CERTIFICATE
Maud Nye Crozier
to
Public
Indexed against: Lot 2, Blk. 100, Weeping Water; By: **COMPARED**

Filed July 15, 1965 at 10:20 A.M.
Lucille Horn Gaines, Reg. of Deeds
By: Polly Saltmarsh, Deputy
\$3.50
Ronald D. Svoboda

PHS-798 (VS) REV. 4-48
FEDERAL SECURITY AGENCY
PUBLIC HEALTH SERVICE

STATE OF NEBRASKA
DEPARTMENT OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF DEATH STATE FILE NO. 51-001217

BIRTH NO. 126

1. PLACE OF DEATH
a. COUNTY Cass C-626 b. CITY (If outside corporate limits, write Rural)
OR
TOWN Weeping Water
c. LENGTH OF STAY (In this place) 40 years d. FULL NAME OF (If not in hospital or institution, give street address or location)
HOSPITAL OR INSTITUTE

2. USUAL RESIDENCE (Where deceased lived. If institution: residence before admission).
a. STATE Nebraska b. COUNTY Cass c. CITY (If outside corporate limits, write RURAL).
OR
TOWN Weeping Water

d. STREET (If rural, give location)
ADDRESS
3. NAME OF DECEASED a. (First) Maud b. (Middle) Nye c. (Last) Crozier 4. DATE OF DEATH (Month) (Day) (Year)
Febr. 11 1951

5. SEX Female 6. COLOR or RACE White 7. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married

8. DATE OF BIRTH 11/20/85 9. Age (In yrs. last birthday) 65 If Under 1 Yr. Mos. 2 If Under 24 Hrs. Days 22 Hours Min.

10.a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired)
Housewife 700

10.b. KIND OF BUSINESS OR INDUSTRY 11. BIRTHPLACE (City, town or county) (State or foreign country)
Corydon, Indiana

12. CITIZEN OF WHAT COUNTRY? U.S.A. 13. FATHER'S NAME Herman M. Nye 14.a. MOTHER'S MAIDEN NAME Mollie Louisa McBride

14.b. NAME OF HUSBAND OR WIFE Henry A. Crozier 15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unknown) (If yes, give war or dates of service)
No

16. SOCIAL SECURITY NO. None 17. INFORMANT'S NAME or Signature & Address H.A. Crozier Weeping Water Nebraska