

ACKNOWLEDGMENTS

STATE OF NEBRASKA)
) SS On this 9th day of June, 1966, before me, a Notary Public in and for
 COUNTY OF CASS)
 said County and State, personally came the above-named James T. Jicha and Donna Jicha, his wife, who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors, and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and official seal, the date last aforesaid.

My commission expires: Sept 25 - 1968

(OPAL CLEMENTS) Opal Clements
 (NOTARIAL SEAL) Notary Public
 (COMMISSION EXPIRES)
 (SEPT. 25, 1968)
 (CASS COUNTY, NEBRASKA)

 AGREEMENT Filed 6 July 1966 at: 11:55 A.M.
 Omer Pierce et ux COMPARED Betty Philpot, Register of Deeds
 To: \$ 3.80
 Rubin Development Company

AGREEMENT

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

WHEREAS the first parties and the second party are each the owner of an undivided one-half interest in and to the following described real estate, to-wit:

An undivided one-half interest in and to a tract of land situated in Sub-lot 2 of Lot 65 in the Southwest Quarter of Southwest Quarter of Sec. 12, Twp. 12, Rge 13, in Cass County, Nebr. more specifically described as follows: Beginning at a point 858.21 feet east of and 881.55 feet N 0° 48' 30" W of the Southwest corner of said Section 12; thence S 89° 37' 30" E for a distance of 461.77 feet; thence N 0° 48'30" W, a distance of 48.00 feet; thence N 89° 37' 30" W, a distance of 461.28 feet; thence S 0° 48' 30" E, a distance of 48.60 feet to the point of beginning, and

WHEREAS the parties hereto have been using said tract of land as a common roadway, the description of which was erroneous, and the parties now desire to rescind all previous agreements, concerning the use and maintenance of said road and to enter into this agreement in lieu thereof,

NOW THEREFORE it is hereby expressly agreed as follows:

1. The first parties hereby grant to the second party and the second party hereby grants to the first parties a permanent easement along and across the real estate above described for road purposes, and hereafter all parties hereto together with their successors and assigns shall have the right to use the said tract 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

LOUI FORTUNE CO., WABNO, NEBRASKA

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, but first parties shall have the right to use the entire width of said road at the easterly extremity for road purposes.

3. Second party agrees to place an additional 50 ton of rock upon said road within one year from date hereof, in addition to the rock heretofore furnished by the second party.

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

5. After the second party has furnished the additional rock 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.

6. It is further agreed that any expense of constructing a commerical access to Highway 73-75 from the westerly end of said road to said highway shall be born by the second party, it being understood that the second party has pending an application for a commercial access to said highway.

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

8. 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 drainage upon said real estate.

In Witness Whereof the parties have hereunto set their hands this 29th day of June, 1966.

Omer Pierce
Omer Pierce

Myrlé Pierce
Myrlé Pierce

RUBIN DEVELOPMENT COMPANY

By Abner Rubin

By Ben Rubin
Members of the Firm

STATE OF NEBRASKA)
COUNTY OF CASS) ss On this 29 day of June, 1966, before me, the undersigned a Notary Public
in and for said County and State, personally appeared Omer Pierce and Myrlé Pierce, husband and wife, and Rubin Development Company, a co-partnership, by Ben Rubin and Abner Rubin, members of said partnership, and they and each of them acknowledge the execution of said instrument as their voluntary act and deed and the said Ben Rubin and Abner Rubin acknowledge such execution to be the voluntary act and deed of Rubin Development Company.

In Witness Whereof I have hereunto affixed my hand and official seal on the date above set forth.

(HAROLD R. LEBENS)
(GENERAL NOTARY)
(STATE OF NEBRASKA)

Harold R Lebens
Notary Public

My Commission Expires: May 1, 1970

EASEMENT GRANT
Harry M. Knabe et ux
To:

Filed 7 July 1966 at: 9:31 A.M.
Betty Philpot, Register of Deeds
\$ 3.85

COMPARED

Northern Natural Gas Company

From 682 1500 R. & Co.

N.E. Palmyra U3-4
401-4-266- Tenants - Have
15-33-42-4125