

A G R E E M E N T

On this 29th day of July, 1969, the parties to this Agreement bind themselves as follows, to-wit:

There exists upon their respective parcels of real properties as hereinafter described ^{certain} metal chain-link fences which fences are not placed, located or found in conformity with the boundary lines of each such parcel.

The parties hereby grant to each other the limited right and privilege to maintain and tolerate said fences without the accumulation of rights of adverse possession or prescription. Said rights of adverse possession and prescription are hereby waived by the parties in and to the fences and the real property on which said fences are located.

The real property and owners bound by the Agreement are as follows, to-wit:

Lot 20, Block 11, Tomahawk Hills 2nd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, owned by Gary B. Staley and Yvonne L. Staley, husband and wife;

Lot 21, Block 11, Tomahawk Hills 2nd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, owned by Richard Melvin Moody and Lois J. Moody, husband and wife;

Lot 22, Block 11, Tomahawk Hills 2nd Addition, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, owned by Donald Mahrt and Ada M. Mahrt, husband and wife;

Lot 13, Golden Hills Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded, owned by Edward Hoepfner Grinnell and Dorothy R. Grinnell, husband and wife;

Lot 14, Golden Hills Addition, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, owned by Peter A. Kugel and Carlotta M. Kugel, husband and wife; and

Lot 15, Golden Hills Addition, an Addition in Douglas County, Nebraska; as surveyed, platted and recorded, owned by Jack E. Goodrich and Geraldine A. Goodrich, husband and wife.

Gary B. Staley
Gary B. Staley

Yvonne L. Staley
Yvonne L. Staley

Richard Melvin Moody
Richard Melvin Moody

Lois J. Moody
Lois J. Moody

Donald Mahrt
Donald Mahrt

Ada M. Mahrt
Ada M. Mahrt

Edward Hoepfner Grinnell
Edward Hoepfner Grinnell

Dorothy R. Grinnell
Dorothy R. Grinnell

Peter A. Kugel
Peter A. Kugel

Carlotta M. Kugel
Carlotta M. Kugel

Jack E. Goodrich
Jack E. Goodrich

Geraldine A. Goodrich
Geraldine A. Goodrich

GENERAL POWER OF ATTORNEY

(To be prepared only under the supervision of your Legal Assistance Officer or Civilian Attorney.)

KNOW ALL MEN BY THESE PRESENTS, that I (state full name, title, grade, service number, as applicable) PETER A. KUGEL, Captain, 088114, USMC

a legal resident of _____

City (City) of Chicago, State of Illinois

and presently stationed or residing at Fort Omaha, Nebraska

desiring to execute a GENERAL POWER OF ATTORNEY have made, constituted and appointed, and by these presents do make, constitute and appoint my wife, CARDOTTA KUGEL

whose address is _____
 County (City) of Omaha, State of Nebraska

my Attorney-in-Fact for me and in my name, place and stead to do and perform all acts, deeds, matters and things whatsoever concerning my property and personal affairs necessary and advisable in the judgment of my said Attorney-in-Fact as fully and effectually to all intents and purposes as I could do if personally present and acting, including, but not limited to, each and every one of the following matters:

1. REAL PROPERTY TRANSACTIONS: (a) to buy, contract to buy, receive, lease or rent for any term, accept, or otherwise acquire real estate or any options thereon or interests therein, including any and all rights for the development of oil, gas or other mineral deposits, wherever situated, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper, in my name, or jointly in my name and that of any other party or parties including my Attorney-in-Fact;

(b) to sell, contract to sell, mortgage, encumber, exchange, lease or rent for any term, grant options to purchase or otherwise dispose of any or all real estate in which I now have or may hereafter acquire any right, title or interest, including any and all rights for the development of oil, gas or other mineral deposits, whether such real estate be homestead or non-homestead, or whether such real estate be owned as community property, in joint tenancy, tenancy by the entireties, tenancy in common or in any other manner or capacity, and in my name, or jointly with any other party or parties, including my Attorney-in-Fact, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper; to sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind and nature, as may be necessary or convenient, containing such terms and conditions, and such warranties and covenants, if any, as my said Attorney-in-Fact shall deem advisable, and further to waive, release, relinquish and convey any homestead estates, rights under homestead exemption laws, dower or curtesy estates, and all other rights or interests to which I may at any time be entitled;

(c) to manage, utilize, conserve, demolish, repair, rebuild, alter or improve any real estate or structure thereon, owned or claimed to be owned by me, in whole or in part, and to protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession thereof and the removal of tenants or other persons, animals or objects therefrom;

2. PERSONAL PROPERTY TRANSACTIONS: (a) to buy, contract to buy, accept, sell, exchange, mortgage, pledge, lease or rent, contract for the repair of, and in any and every manner deal in and with any and all personal property of every kind whatever, tangible or intangible, which I may own or in which I now have or hereafter may acquire, any right, title or interest, on such terms, conditions and considerations as my Attorney-in-Fact shall deem proper;

(b) To execute and deliver to the proper persons and authority any and all documents, instruments and papers necessary to effect the proper registration and licensing of any automobiles in which I now or may hereafter have an interest;

(c) to enter into contracts for the storage of tangible personal property of every kind;

(d) to take possession and order the removal and shipment of any of my property from or to any station, post, warehouse, depot, dock, or other place of storage, safekeeping, or use, governmental or private, and to execute and deliver any release, voucher, receipt, shipping ticket, certificate, or other instrument necessary or convenient for such purposes.

3. BUSINESS TRANSACTIONS: To demand, sue for, recover, receive compromise, settle, adjust and pay all accounts, legacies, bequests, interest, dividends, annuities, demands, debts, taxes, and any and all other obligations, which may now or hereafter be due, owing or payable by or to me, and to carry on and transact every kind of business on my behalf, in my name or jointly in my name and that of any other person or persons, including my Attorney-in-Fact, and including, but not limited to, transactions concerning any and all investments and shares of stock, bonds, securities, certificates of deposit, on such terms, considerations and conditions as my Attorney-in-Fact may deem proper and to invest and reinvest and exchange investments, and to execute and deliver good and sufficient instruments for the accomplishment thereof, and to act as my attorney or proxy with respect to any stocks, shares, bonds or other investments, rights or interests as I may now or hereafter hold.

4. BANKING TRANSACTIONS: (a) to deposit or withdraw for any purpose, in or from any bank, building and loan association, trust company or other financial institution, including the United States Postal Savings, any funds, checks, or other credits which I now or hereafter may have on deposit or be entitled to, and to endorse, cash and receive the proceeds of any and all checks, vouchers, or other orders for money, to open or close accounts, and to receive statements, vouchers, notices or other documents from any bank or other financial institu-

tion concerning any and all accounts or banking transactions in my name or in which I may have an interest;

(b) to have access for all purposes to any or all safety deposit boxes or vaults rented in my name or in the names of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove therefrom at any time, or from time to time, all or any part of the contents of any such box or vault;

(c) to borrow money and to execute in my name any instrument evidencing indebtedness incurred on my behalf and to extend and renew the same, as well as any indebtedness heretofore incurred by me, for the payment of which I may in any way be liable;

5. TAXES: to make, execute and file income and all other tax returns and declarations of estimated tax required to be made by me by any law or regulation of any government or governmental authority, to represent and act for me in all tax matters in dispute or litigation, in any governmental department, board or court, to receive, endorse, and collect checks in settlement of any refund of taxes, to execute consents agreeing to a later determination of taxes than is provided by statutes of limitation, to execute closing agreements relative to tax liabilities, to file claims for abatement, refund, or credit taxes, to make any adjustments or settlements and to sign any and all receipts, waivers, settlements or agreements pertaining to all income or other taxes assessed against me or my property by statute.

6. GOVERNMENT DOCUMENTS, VOUCHERS AND CHECKS: (a) to execute, sign and deliver any and all government reports, applications, requests, vouchers and demands in my behalf, including, but not limited to those for any and all allowances and reimbursements properly payable to me by the United States such as for the transportation of dependents or for the shipment of household effects or other property as authorized by law or regulations;

(b) to receive, endorse and collect the proceeds of checks payable to my order drawn on the Treasurer of the United States for whatever account, and to execute in my name and on my behalf, all bonds, indemnities, applications or other documents, which may be required by law or regulations to secure the issuance of substitutes for such checks, and to give full discharge for the same.

7. INSURANCE TRANSACTIONS: (a) to pay the premiums on, modify, rescind, release, terminate, or execute any rights, privileges, or options on any contract of life, accident, health, disability, liability, property or other insurance presently owned by me or by any person on my behalf, or hereafter acquired.

(b) to procure new, different, or additional contracts of insurance on my life or with respect to protecting me or my property from ill health, disability, accident, liability, or loss;

(c) to apply for, and receive, any loan on the security of any contract of insurance, to surrender and receive the cash surrender value, to exercise any election or conversion rights, and to demand, receive or obtain any money, dividend or other thing of value to which I am or to which I may become entitled as the proceeds or other return or profit arising out of any contract of insurance or of any one or more of the insurance transactions herein enumerated;

8. PERSONAL TRANSACTIONS: (a) To do all acts necessary for maintaining the customary living standard of my dependents including, by way of illustration but not limitation, provision of such living quarters and their maintenance and operation, food, clothing, medical, surgical and dental care, educational facilities, and other incidentals to which my dependents are accustomed.

(b) to continue the discharge of any service or duties assumed by me to my family, relatives or friends, and to continue payments incidental to my membership in, or affiliation with, any church, club, society, or other organization;

9. REPRESENTATION AND EMPLOYMENT OF ASSISTANCE: (a) On my behalf and in my name or the name of my Attorney, to institute, prosecute, appear in, defend, compromise, arbitrate, settle, or dispose of any legal, equitable or administrative hearings, actions, suits, attachments, claims or other proceedings, to which I am or may become a party or in which I have an interest, and to engage and dismiss counsel in connection therewith, authorizing my Attorney-in-Fact to assert or to waive any or all rights, privileges and defenses available to me under the Soldiers' and Sailors' Civil Relief Act or other

legislation designed for the protection of personnel in the Armed Forces or their dependents:

(b) to hire, engage, employ and appoint agents, employees and counsel upon such terms and conditions and at such compensation as my said Attorney-in-Fact shall deem proper in the exercise of the powers herein granted; to dismiss and remove at pleasure any such agents, employees and counsel as well as

any agents, employees and counsel heretofore or hereafter employed by me or in my behalf.

10 MISCELLANEOUS: (a) To sign, seal, acknowledge and deliver any instrument necessary to accomplish any of the powers herein granted;

(b) To modify, reform, renegotiate or rescind any contract or obligation heretofore or hereafter made by me or in my behalf

GENERAL PROVISIONS: (a) All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsement, and instruments executed by my Attorney-in-Fact for the purpose of carrying out any of the foregoing powers, shall contain my name, followed by that of my Attorney-in-Fact and the designation, "Attorney-in-Fact";

(b) I hereby ratify and confirm all lawful acts done and caused to be done by my said Attorney-in-Fact pursuant to this Power of Attorney, and I direct that it shall continue in effect until the termination date herein specified unless sooner terminated by me or by operation of law. Notwithstanding my insertion of a specific expiration date herein, if on said date I should be, or have been, carried in a military status of "Missing," "Missing in Action," or "Prisoner of War," this Power of Attorney shall automatically continue to remain valid and in full effect until sixty (60) days after I have returned to UNITED STATES MILITARY CONTROL following termination of such "Missing," "Missing in Action," "Prisoner," or "Prisoner of War" status.

(c) If the authority contained herein shall be revoked or terminated by operation of law without notice, I hereby agree for myself, executors, administrators, heirs and assigns, in consideration of my attorney's willingness to act pursuant to this Power of Attorney, to save and hold my attorney harmless from any loss suffered or any liability incurred by my attorney in so acting after such revocation or termination without notice.

(d) Unless sooner revoked by me or terminated by law, this Power of Attorney shall be NULL AND VOID on and after 30 May 1971

In witness whereof, I have hereunto set my hand and seal, this 16th day of May, 1969

Witnesses:

Burley L. Dobbins

AF 6804077
Address and Service No. (if any)

Thomas C. Reed

AF 15476709
Address and Service No. (if any)

IF ACKNOWLEDGED BEFORE A NOTARY PUBLIC:

State of Nebraska
County (City) Sarpy } ss

I, CLAUCE E. LARSON, a Notary Public in and for the County (City) and State aforesaid, do hereby certify that on the 16th day of May, 19 69, before me personally appeared PETER A. KUGEL, *****

who is known by me to be the identical person who is described in, whose name is subscribed to, and who signed and executed the foregoing instrument, and having first made known to him the contents thereof, he personally acknowledged to me that he signed and sealed the same on the date it bears as his true, free and voluntary act and deed for the uses, purposes and considerations therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this day and year above.

[Signature]
Notary Public

My Commission Expires: 27 DEC 1972

IF ACKNOWLEDGED BEFORE A MILITARY PERSON AUTHORIZED TO ADMINISTER OATHS:

(See AFR 110-6 for statutory provisions authorizing Armed Forces Personnel to perform Notarial Acts and for instructions on completing certificate of acknowledgment.)

With the United States Armed Forces

At _____, I, _____, the undersigned officer, do hereby certify that on this _____ day of _____, 19 _____, before me, personally appeared _____ SN _____, whose home address is _____, and who is known to me to be

and to be the identical person who is described in, whose name is subscribed to, and who signed and executed the foregoing instrument, and having first made known to him the contents thereof, he personally acknowledged to me that he signed and sealed the same, on the date it bears as his true, free and voluntary act and deed, for the uses, purposes and considerations therein set forth. And I do further certify that I am at the date of this certificate a commissioned officer of the grade, branch of service and organization stated below in the active service of the United States Armed Forces, that by statute no seal is required on this certificate and that same is executed in my capacity as _____

CHICAGO (Signature of Officer) CHICAGO (Service No., grade and branch of service)
CHICAGO (Command or organization) CHICAGO (Permanent home address)

J
Mud
"D"

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

1969 AUG 26 PM 3 18

RECEIVED

THE STATE OF NEBRASKA
Douglas County
Entered in Numerical Index and filed
for Record in the Office of the Register of
Deeds of said County and recorded in
Book 480 of Mud

Page 109

C. Harold Ostler

Register of Deeds

By Deputy

MAIL David Henry
Edw. Kulinich

Estimated Postage and Fees 0 50

= 70 - 661 70-615
= 72 - 696 72-693
= Post A Book # 1 Page 153