

69-730A

BOOK 1482 PAGE 629

WARRANTY DEED AND RESERVATION OF EASEMENT

This warranty deed and reservation of easement, made by CHRYSLER REALTY CORPORATION, a Delaware corporation authorized to do business in the State of Nebraska, hereinafter called the "Grantor",

W I T N E S S E T H :

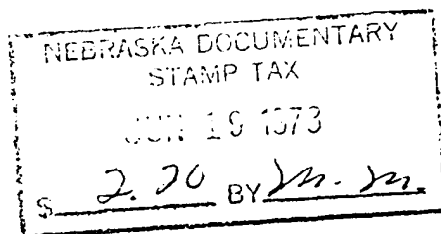
WHEREAS, the Grantor is the owner of the real estate legally described as set forth in Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, the Grantor desires to convey to HARMAN APPLIANCE SALES, INC., a Nebraska corporation, hereinafter called the "Grantee", the South 50 feet of the property described in Exhibit "A"; and

WHEREAS, the Grantor desires to reserve an easement in perpetuity in, to, from, over and across said South 50-foot strip of the above-described property, which easement shall be in favor of the balance of the above-described property of the Grantor for purposes of ingress and egress to and from the balance of the above-described property of the Grantor,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Chrysler Realty Corporation, the Grantor herein, for and in consideration of the sum of Two Thousand and No/100 (\$2,000.00) Dollars, in hand paid, does hereby grant, bargain, sell and convey unto Harman Appliance Sales, Inc., a Nebraska corporation, the South 50 feet of the above-described premises, together with all of the tenements, hereditaments and appurtenances thereto belonging, unto the said Grantee and to its successors and assigns forever.

The Grantor herein, for itself and its successors and assigns, does hereby covenant and agree to and with the said Grantee and its successors and assigns that, at the time of the execution and delivery of these presents, it is lawfully seized of said premises, that it has good, right and lawful authority to convey the same, and that they are free from encumbrances; subject, however, to reservations, easements and restrictions of record as of date hereof, and specifically subject to an easement in perpetuity for ingress and egress in, to, from, over and across the said South 50-foot strip, which easement is contained in an Agreement dated the 1st day of April, 1969, and



recorded in Book 494, Page 225, Miscellaneous Records, Office of the Register of Deeds, Douglas County, Nebraska.

The Grantor shall, and hereby does, retain an easement in perpetuity in, to, from, over and across the said South 50-foot strip conveyed hereunder, in favor of its remaining property described above, and for egress and ingress to and from said remaining property of Grantor, which easement Grantor specifically reserves for itself and its successors and assigns in favor of the remaining property of the Grantor above described, and the Grantor hereby specifically reserves the unrestricted right to convey any portion of or all of its title in and to said easement.

In accord with the foregoing reservation of easement by the Grantor, it is specifically understood:

- 1) That Grantor shall, and hereby does, reserve an easement in perpetuity for ingress and egress in, to, from, over and across the aforesaid 50-foot strip for itself and for its successors, assigns and grantees, for the benefit of Grantor's remaining property, including any of the remaining property of Grantor presently leased by Jerry Rosen Chrysler-Plymouth;
- 2) Grantor provides that the aforesaid easement shall be, and hereby is, by this reference made a part of the lease between Grantor and Jerry Rosen Chrysler-Plymouth, as if fully set forth in said lease;
- 3) Grantor, and any party acting by, through or under it, shall be permitted to pave all or any portion of the above-described 50-foot strip at any time and from time to time.

The Grantor, for itself and its successors and assigns, does hereby covenant with the Grantee named herein and with its successors and assigns to warrant and defend the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its president and its corporate seal to be affixed hereto.

Signed this 14th day of June, 1973.

ATTEST:

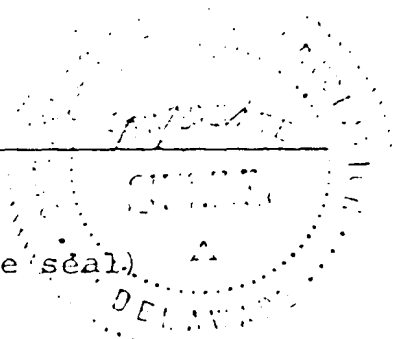
CHRYSLER REALTY CORPORATION

Secretary

By:

President

(corporate seal)



Handwritten signature of the President of Chrysler Realty Corporation over a horizontal line.

STATE OF Michigan :
 : SS
COUNTY OF XXXXXXXXXXXXXXXXX :
 XXXXXXXXXXXXXXXXX WAYNE :

On this 14th day of June, 1973, before me the undersigned, a notary public in and for said county, personally came W. Carroll Dr Vice - President of Chrysler Realty Corporation, a Delaware corporation, to me personally known to be the president and the identical person whose name is affixed to the above Warranty Deed and Reservation of Easement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

WITNESS my hand and notarial seal at _____ in said County, the day and year first above written.

Thomas V. McCormick
Notary Public
THOMAS V. MCCORMICK
Notary Public, Wayne County, Mich.
My Commission Expires Apr. 13, 1977

My commission expires the
____ day of _____, 19__.



Legal Description

That part of Lot 1, Block 11, Meadow Lane Park, 2nd Addition, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at a point on the North line of said Lot 1, said point being N 89° 56' 40" E, 694.45 feet from the Northwest corner of said Lot 1, Block 11; thence S 0° 39' 20" W, 850.61 feet; thence S 89° 20' 40" E, 356.31 feet to a point on the West R.O.W. line of 115th Street; thence N 0° 39' 20" E on the West R.O.W. line of 115th Street, 585.57 feet to a point of curve; thence on a curve to the left (radius being 143.23 feet and chord bearing N 12° 43' 10" W) an arc distance of 66.87 feet; thence N 26° 05' 40" W on the Westerly R.O.W. line of 115th Street, 46.15 feet; thence N 5° 31' 40" W on the Westerly R.O.W. line of 115th Street, 46.42 feet; thence N 2° 47' 45" W on the Westerly R.O.W. line of 115th Street, 91.18 feet to a point of curve; thence on a curve to the left (radius being 47.0 feet and chord bearing N 19° 56' 05" W) an arc distance of 28.12 feet to the point of intersection with the North line of said Lot 1; thence S 89° 56' 40" W on the North line of said Lot 1, 300.0 feet to the point of beginning. (Containing 295,190 Sq. Ft.)

63 ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
19 DAY OF June 1973 AT 3:57 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS 1025