

3

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

CHAMPLIN PETROLEUM COMPANY, a Delaware corporation, of P. O. Box 9365 Fort Worth, Texas, hereinafter called "Grantor", for and in consideration of the sum of TEN AND MORE DOLLARS, in hand paid by FRANCHISOR'S DEVELOPMENT CORPORATION of 1005 Grand Avenue, City of Kansas, State of Missouri, hereinafter called "Grantee"; does hereby sell and convey unto the said Grantee the following described premises, situated in Lancaster County, State of Nebraska, to-wit:

A tract of land out of Lot 27 of the J. G. Miller Subdivision, situated in the SW/4 SE/4 SW/4 Section 20, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska, and being described by metes and bounds as follows:

Beginning at a point in the North ROW line of "O" Street, said point being North 39.0' and South 89° 43' East, a distance of 332.45' from the Southwest Corner of the SE/4 SW/4, Section 20, Township 10 North, Range 7 East and said point also being the Southwest Corner of the above-mentioned tract;

Thence North 00° 07' West a distance of 292.24' to an iron rod for the Northwest Corner;

Thence South 89° 43' 30" East a distance of 298.0' to an iron rod for a corner, said corner being the Northeast Corner of this tract and being situated in the West ROW line of 46th Street;

Thence South .02' East a distance of 284.40' to an iron rod for a corner;

Thence around a curve to the right with a radius of 23.0' and long cord of 19.26' to an iron rod for a corner;

Thence North 89° 43' West a distance of 280.40' along the North ROW line of "O" Street to the place of beginning;

TOGETHER with all appurtenances thereunto belonging; subject however, to the following:

1. to easements and rights of way of record;
2. to any easements or rights of way required by the City of Lincoln, Nebraska as a condition to the issuance of a building permit for construction on the premises conveyed;
3. restrictive covenants imposed by Grantor as follows:

"Grantee, for itself, its successors and assigns, by its acceptance of this deed, hereby covenants and agrees that the property conveyed hereby shall not be used, for a period of twenty (20) years after the date hereof, for the purpose of operating a gasoline service station or for the purpose of selling, handling, distributing, storing or otherwise dealing in gasoline, diesel fuel, or any other fuel for use in internal combustion engines, motor oil, automotive grease or any other petroleum product or derivative for use in connection with automobiles, trucks, tractors, or other motor vehicles."

NEBRASKA DOCUMENTARY  
 STAMP TAX  
 FEB 24 1969  
 99.00 BY *KF*

