

44.80

KNOW ALL MEN BY THESE PRESENTS, That DANIEL CONSTRUCTION CO. (Grantor)

a corporation

organized and existing under and by virtue of the laws of the State of Nebraska, for

and in consideration of the sum of Thirty Eight Thousand and No/100 (\$38,000.00) DOLLARS

in hand paid does hereby grant, bargain, sell and convey unto SAFEWAY STORES, INCORPORATED, a Maryland corporation

grantee(s) the following described real estate, situated in the County of

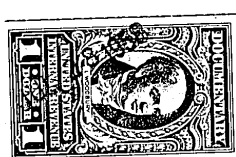
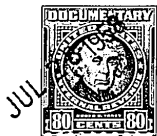
Douglas and State of Nebraska, to-wit:

All of Lot Two Hundred Ninety-one (291) in Cedar Hills, a subdivision, as surveyed, platted and recorded.

Subject however to the restriction that until January 1, 1967 only one vehicular curb cut may be made from said lot to West Center Road. Subject also to a perpetual access road easement hereby reserved over the North 20 feet of the South 40 feet of said Lot 291 and over said curb cut in favor of the owners and users of Lots 286 to 290, both inclusive, in said Cedar Hills.

Hereby also conveying to Grantee a perpetual sanitary sewer main easement over and under a five foot strip of land, the center line of which is the South line of Lot 137 in said Cedar Hills.

Hereby also conveying to Grantee and subsequent owners and users of said Lot 291 a perpetual access road easement over the North 20 feet of the South 40 feet of said Lots 288, 289 and 290 and over the vehicular curb cut to West Center Road to be located on the East line of said Lot 288.



TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and Appurtenances thereunto belonging unto the said grantee(s) and to his/her or their heirs and assigns forever. its successors

And the grantor herein for itself or its successors, does hereby covenant and agree to and with the said grantee(s) and his/her or their heirs 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; that they are free from encumbrance, except subsequent taxes and sewer charges due Sanitary and Improvement District No. 6 of Douglas County, Nebraska, and restrictions and easements now of record.

That grantor does hereby covenant 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 29th day of May, 1958.

In the Presence of

DANIEL CONSTRUCTION CO.

A Corporation

By: *J. M. Young* President

Attest: *Edward Boush* Secretary

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.

On this 29th day of May, 1958 before me,  
the undersigned, a Notary Public in and for said County

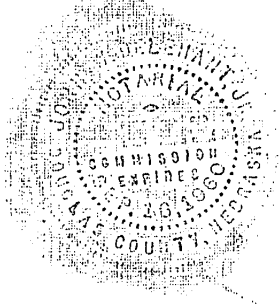
personally came J. M. YOWELL, President of  
Daniel Construction Co. (a corporation)

to me personally known to be the President and the identical person whose name is affixed to the above conveyance, 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 the said corporation was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

*John W. Delehant*  
Notary Public.

My Commission expires the 16th day of September 1960



60. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA  
25 DAY July 1958 AT 4:09 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 2.00