

WARRANTY DEED

N. P. DODGE COMPANY, a Nebraska Corporation, herein called the grantor, in consideration of One Dollar and other valuable consideration, received from grantees, does grant, bargain, sell, convey and confirm unto ALFRED A. FIEDLER and RUTH E. FIEDLER, husband and wife, as joint tenants with right of survivorship, and not as tenants in common, the following described real property in Douglas County, Nebraska:

The North Three Hundred Fifty (350) Feet of the West One Hundred (100) Feet of Lot Two Hundred Ninety-One (291), in Cedar Hills, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, BUT RESERVING to the grantor, its successors, assigns, lessees, the lessees of its assigns, and to the employees, invitees and customers of the grantor, its successors, assigns, lessees, and the lessees of its assigns, a non-exclusive perpetual easement for ingress and egress over and upon the following parcels, to-wit:

Parcel A - The East seven and one-half ( $7\frac{1}{2}$ ) Feet of the West 100 feet of the South 270 feet of the North 350 feet of said Lot 291; and

Parcel B - The South 23 feet of the East 60 feet of the West 100 feet of the North 350 feet of said Lot 291;

and grantor further RESERVES to itself, its successors and assigns, an easement over the said Parcel B for the overhang of any signs presently erected or placed or which may be hereafter erected or placed on a sign pole structure presently located immediately South of said Parcel B, and the right to go upon, over and under said Parcel B for the purpose of maintaining, renewing or replacing the said sign pole structure, signs thereon, or any appurtenances thereto.

Grantor further grants to the grantees herein, their heirs, their assigns, their lessees, the lessees of their assigns and to the employees, invitees and customers of the grantees, their assigns, their lessees and the lessees of their assigns, a non-exclusive perpetual easement for ingress and egress over and upon the following parcels, to-wit:

Parcel C - The West Three and one-half ( $3\frac{1}{2}$ ) Feet of the East 230 Feet of the South 270 Feet of the North 350 Feet of said Lot 291, being a tract  $3\frac{1}{2}$  Feet wide abutting Parcel A on the East.

Parcel D - The East 99 Feet of the West 100 Feet of the North 32 Feet of the South 40 Feet of said Lot 291 except that portion thereof covered by a circle having a 15-foot radius from the center of the existing sign pole structure which is immediately South of Parcel B as described above, it being understood however that there is already existing of record a perpetual access road easement over part of said property, being the North 20 feet of the South 40 feet of said Lot 291.

It is further agreed between grantor and grantees, that the cost of maintenance, repair, renewal and snow removal of and from the hard surfacing of the area covered by the easements above reserved and granted shall be shared equally between them, or their successors or assigns, that is, one-half of such cost shall be paid by the fee owner of the ground covered by such easements and the other one-half paid by the owner of the easement itself, and the obligations and benefits of this agreement shall run with the ownership of the said easements and land covered thereby.

It is specifically understood that the State of Nebraska, when it acquired the South 8 feet of said Lot 291, denied ingress and egress over said South 8 feet onto the remainder of said Lot 291, but that ingress and egress will be permitted over a frontage road along the northerly right-of-way of the highway.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and assigns of the survivor of them forever.

And grantor does hereby covenant with the grantees and with their assigns and with the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that they are free from encumbrance except restrictions, easements, covenants and other matters now of record, and further subject to taxes due on January 1, 1967, and thereafter; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

It is the intention of all parties hereto that in the event of

the death of either of the grantees, the entire fee title to this real property shall vest in the surviving grantee.

This deed is given to correct and clarify a deed from the grantor to the grantees recorded December 30, 1966, in Book 1307 at Page 349 of the Deed Records of Douglas County, Nebraska.

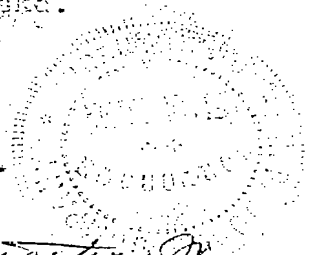
DATED July 26, 1967.

E. P. DODGE COMPANY,  
A Nebraska Corporation.

ATTEST:

M. P. Dodge  
Assistant Secretary

By R. H. Abernathy, Jr.  
Title: Vice President

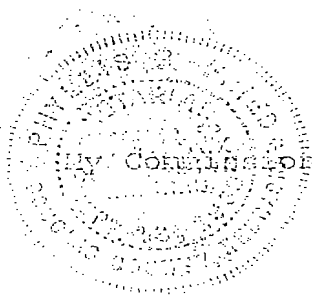


STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

Before me, a notary public qualified in said county, personally came R. H. Abernathy, Jr., of E. P. Dodge Company, a corporation, known to me to be the Vice President and identical person who signed the foregoing instrument, 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 its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on July 26, 1967.

Virginia L. Friend  
Notary Public



My Commission expires Sept. 13, 1969.

27  
*[Handwritten signature]*

RECEIVED  
AUG 28 PM 3 07  
THOMAS J. O'CONNOR  
REGISTER OF DEEDS  
DEPT. OF REVENUE

THE STATE OF NEBRASKA } ss.  
DeWitt County }  
Entered in Numerical Index and filed  
for Record in the office of the Register of  
Deeds of said County and recorded in  
Book 1325 of Deeds  
Page 304

*[Handwritten signature]*  
Register of Deeds

By 71-555  
A Member, DeWitt County  
MHC  
237 South 10th St. Omaha  
UPIN: 475  
Approved \_\_\_\_\_  
Fac. 475

7/28/80