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## GRANTS AND RESERVATIONS OF EASEMENTS

Regis Partnership, a Nebraska partnership, being the owner of the following-described parcels of real estate, legally described as follows to-wit:

All that part of Lot 8 together with the East 1.0 foot of Lot 7, Block 140, Original City of Omaha as surveyed and lithographed in Douglas County, Nebraska, lying below elevation 1196.46 feet (USGS Datum) as per plan recorded in the Office of the Douglas County Register of Deeds, hereinafter referred to as Parcel "A".

All that part of Lot 8, together with the East 1.00 foot of Lot 7, all in Block 140, Original City of Omaha, as surveyed and lithographed, in Douglas County, Nebraska lying above elevation 1196.46 feet (USGS Datum) as per plan recorded in the Office of the Douglas County Register of Deeds, hereinafter referred to as Parcel "B".

The East 44 feet of Lot 6 together with Lot 7, except the East 1.00 foot of Lot 7, all in Block 140, Original City of Omaha, as surveyed and lithographed in the City of Omaha, Douglas County, Nebraska, hereinafter referred to as Parcel "C".

and collectively referred to herein as the total property,

on behalf of itself, its successors and assigns does hereby declare, grant, convey and reserve, as hereinafter specified, to the owners of Parcel "A", Parcel "B" and Parcel "C", their successors, heirs and assigns, but not to the general public, the following easements running with the land, for so long as improvements exist or are under construction or restoration upon Parcel "A", Parcel "B" or Parcel "C" or any portion thereof:

1. GENERAL EASEMENTS FOR SUPPORT AND UTILITIES. Grantor grants to the owners from time to time of Parcel "B" or any portion thereof the following easements in common with the owners from time to time of any part of Parcel "A":

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(a) An easement in and to all structural members, footings, braces, caissons, foundations, columns and building cores situated in and beneath Parcel "B" for the support of all structures and improvements located from time to time on Parcel "B" and in any other structural members, footings, braces, caissons, foundations, columns and building cores situated elsewhere on Parcel "A" which support such structures and improvements on Parcel "B".

(b) An easement for the use, operation, maintenance, repair, replacement, inspection, testing, cleaning and painting of any facility or improvement located on the premises, including but not limited to electrical service, mechanical systems and plumbing, included in the total property which serves or benefits Parcel "B".

**2. EASEMENT FOR INGRESS AND EGRESS TO AND FROM PARCEL "B".**

(a) Grantor grants to the owners from time to time of Parcel "B" or any portion thereof and to their invitees the following easements:

1. In common with the owners of Parcel "A" for entry upon and ingress and egress through the lobbies, hallways, passageways, stairs, elevators and elevator shafts of Parcel "A" for persons and the movement of material, equipment, furniture, furnishings and appliances to and from Parcel "B";

2. In common with the owners of Parcel "C" for entry upon and ingress and egress through the lobbies, hallways, passageways, stairs, elevators and elevator shafts of Parcel "C" for persons and the movement of material, equipment, furniture, furnishings and appliances to and from Parcel "C";

3. For use, operation, maintenance, replacement and repair of elevator shafts and elevator cabs, equipment or any facilities used from time to time in connection therewith and space occupied thereby located within the Total Property now or hereafter serving Parcel "B".

**3. EASEMENTS FOR USE OF FACILITIES.** Grantor hereby grants to the owners of Parcel "B" in common with the owners of Parcel "A" easements for the maintenance, repair, operation, use and

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replacement of, and access to, the following equipment and facilities serving Parcel "B" and located upon Parcel "A".

(a) All fire protection and domestic water supply equipment and any pumps or stand-by pumps therefore, and related pipes, mains, valves, control and alarm equipment and all other devices or facilities necessary to the operation of said equipment in common with the owners of Parcel "A".

(b) All chutes, recepticals, dumpsters and related facilities in Parcel "A" for trash disposal, together with an easement of ingress and egress in and over Parcel "A" for removal of trash collected in the recepticals located in Parcel "A".

(c) All stairways and emergency passages and exits serving Parcel "B".

4. EASEMENTS FOR INGRESS AND EGRESS TO AND FROM PARCEL "A".

(a) Grantor grants to the owners of Parcel "A" or any portion thereof the following easements in common with owners of Parcel "B";

1. For use, operation, maintenance, replacement and repair of elevator shafts, equipment or any facilities used from time to time in connection therewith and space occupied thereby located within Parcel "B" and now or hereafter serving Parcel "A".

2. For use, operation, maintenance, replacement and repair of exhaust systems, stack pipes or other mechanical systems and space occupied thereby located within Parcel "B" and now or hereafter serving Parcel "A"

5. EASEMENT FOR INGRESS AND EGRESS TO AND FROM PARCEL "A" SUB-BASEMENT.

(a) Grantor grants to the owners or occupants of Parcel "B", to be divided or portioned among said owners or occupants in such manner as shall be determined by the owners of Parcel "B", for use as storage only, that portion of the sub-basement of Parcel "A" described as follows:

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Commencing in the Southeast corner of the sub-basement level of Parcel "A" (said point being contained within a support pillar) thence West 49'0"; thence North 7'3"; thence East 49'0"; thence South 7'3" to the point of beginning; and

Commencing in the Southeast corner of the sub-basement level of Parcel "A" (said point being contained within a support pillar); thence North 12'3"; thence West 8'9" to a point of beginning; thence West 28'10"; thence North 6'2"; thence East 28'10"; thence South 6'2" to the point of beginning;

Commencing in the Southeast corner of the sub-basement level of Parcel "A" (said point being contained within a support pillar); thence North 30'11"; thence West 6'0" to a point of beginning; thence West 29'10"; thence North 12'8"; thence East 29'10"; thence South 12'8" to the point of beginning; and

Commencing in the Southeast corner of the sub-basement level of Parcel "A" (said point being contained within a support pillar); thence North 48'7" to a point of beginning; thence West 41'9"; thence North 6'4"; thence East 41'9"; thence South 6'4" to the point of beginning;

All such above-described areas being inclusive of certain non-usable areas occupied by structural support pillars.

(b) The owners of Parcel "A" shall, at their expense, maintain the structural condition and integrity of that portion of the sub-basement of Parcel "A" immediately hereinabove-described. The owners of Parcel "B" shall, at their expense, perform routine maintenance upon said area including but not limited to cleaning, painting and maintenance of any shelving or other fixtures placed thereon.

**6. EASEMENTS FOR INGRESS AND EGRESS TO AND FROM PARCEL "C".**

(a) Grantor grants to the owners or occupants of Parcel "B" and their invitees the following easement:

1. For entry upon and ingress and egress to and from that portion of Parcel "C" commonly known as the "Rooftop" and more particularly described as Level "F" (at varying elevations of 1205.81, 1210.68, 1214.31 and 1209.44 feet above Omaha City Datum), except for that area reserved to the Owners of Parcel "A" as described in Paragraph 6.(b) hereafter.

2. The owners of Parcel "C" shall, at their expense, provide required maintenance to insure the structural

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safety and integrity of that portion of Parcel "C" immediately hereinabove - described. The owners of Parcel "B", at their expense, shall provide maintenance of the surface level of said portion of Parcel "C" including, but not limited to, cleaning and repair of minor surface cracks.

3. The easement granted by this paragraph to the owners of Parcel "B" is hereby limited and restricted to the use of said owners of Parcel "B" and their invitees to recreational activities and the use of said portion of Parcel "C" for commercial purposes, parking of motor vehicles or construction of permanent structures is prohibited.

(b) Grantor grants to the owners or occupants of Parcel "A" the following easements:

1. For the installation, maintenance and service of heat pumps or other heating and air conditioning equipment serving Parcel "A", said easement area described as a part of that portion of Parcel "C" commonly known as the "rooftop" and more particularly described as Level "F" (at at varying elevations of 1205.81, 1210.68, 1214.31 and 1209.44 feet above Omaha City Datum), said part particularly described as:

Commencing at the Southeast corner of the said rooftop level of Parcel "C" thence North 18'5" to a point of beginning; thence West 6'; thence North 29'8"; thence East 6'; thence South 29'8" to the point of beginning; and

Commencing at the Southeast corner of the said rooftop level of Parcel "C" thence North 132' to a point of beginning; thence West 6'; thence South 40'; thence East 6' thence North 40' to the point of beginning.

2. For entry upon and ingress and egress to and from that portion of Parcel "C" commonly known as the "rooftop" and more particularly described as Level "F" (at at varying elevations of 1205.81, 1210.68, 1214.31 and 1209.44 feet above Omaha City Datum) for the purposes of service, maintenance, repair or replacement of the heat pumps or other heating or air conditioning mechanical units serving Parcel "A" and located upon that portion of Parcel "C" described above.

**BOOK 726 PAGE 351****7. RESTRICTIONS.**

(a) No owner or occupant of any part of Parcel "A", Parcel "B" or Parcel "C" shall in any manner cause any objectionable interference with transmission or reception of television or radio signals intended for the benefit of owners or occupants of any part of Parcel "A" or Parcel "B".

**8. STRUCTURAL SUPPORT.** If for any reason the structural support for any portion of Parcel "A", Parcel "B" or Parcel "C" is reduced below that required for the structural safety or integrity of any other parcel, the owner of the portion of that parcel in which such reduction occurs shall, at such owners expense, promptly provide and substitute adequate structural support in accordance with plans and specifications prepared by the architect for the parcel in which such reduction occurs and the fees of said architect shall be born by said owner. In the event that the architect engaged by such owner does not prepare plans and specifications within thirty (30) days after such owner is apprised, by any owner from any other parcel or otherwise of such reduction, then the owners of any other parcel shall have the right to select an architect for the purpose of preparing such plans and specifications, and all costs and expenses incurred thereby shall be due from such owner of that portion in which such reduction of structural safety or integrity occurs and shall be payable on demand and shall be secured by a lien against the portion of the parcel in which such reduction shall occur.

In the event that the architect chosen by such owner, or in his default, by the owners of other parcels as provided in the preceding paragraph, as the case may be (called "Architect" in either case), shall determine that substitute structural support or repair is required in a portion in which structural support has been reduced and the owner of such portion shall fail to commence the construction of such substitute support or repair within a reasonable time as determined by the Architect or having commenced such construction shall fail to proceed diligently to complete such construction, the owners of other parcels shall have the right to complete the construction of the substitute support at

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the expense of the owner of the portion in which structural support has been reduced and all costs and expenses incurred shall be due from said owner on demand and shall be secured by a lien against the property of such owner as provided hereinafter.

The Architect shall not be liable or held accountable for any decision made by it or for any action taken by it hereunder in good faith.

9. COMPLIANCE WITH LAWS: REMOVAL OF LIENS.

(a) The owners of the Total Property shall comply with (i) all laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated by the United States of America, State of Nebraska, City of Omaha, or any other municipality or agency now or hereafter having jurisdiction of or regulatory authority concerning the respective properties in the Total Property, if non-compliance would result in the imposition of a lien against the property of any other owner, and (ii) all rules, regulations and requirements of any insurance rating bureau having jurisdiction over any portion of the Total Property if such non-compliance would increase the rate of premiums of any policy of insurance maintained by any other owner.

(b) The owner of any portion of the Total Property shall, within thirty (30) days after the filing of notice thereof, remove any mechanic's, materialman's or any other like lien arising by reason of any work or materials ordered by such owner or by reason of any act taken or suffered by such owner which might affect the property of any other owner. If such owner shall fail to remove such lien or liens, then the other owner or owners of the Total Property may do so and the owner so failing shall be liable to the party who removes such lien or liens for the full cost and expense thereof, including reasonable attorney's fees.

10. INSURANCE. The owners of the Total Property shall keep their respective properties insured against loss or damage by fire and such other risks, casualties and hazards and in such manner as may from time to time be insured by prudent owners of office, commercial or residential buildings in the City of Omaha (as the case may be), in an amount at least equal to the full replacement

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value thereof excluding the cost of excavation and foundations or other supports which are below the undersurface of the lowest basement floor of the buildings now or hereafter situated in the Total Property.

The owners of the Total Property shall maintain Comprehensive General Liability insurance against claims for personal injury, death or property damage occurring in or upon their respective properties. Said insurance shall be in such amounts as from time to time shall be carried by prudent owners of comparable office buildings and residential buildings in the City of Omaha, but in all events to afford protection for limits of not less than (i) \$1,000,000 in respect to injury or death to a single person, (ii) \$2,000,000 in respect to injury or death in any one occurrence and (iii) \$1,000,000 in respect to property damage. Each such policy shall provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy. The policies effecting such insurance shall name as parties insured all owners of the Total Property and their respective mortgagees of record as their interests may appear.

The owners of the Total Property may combine risks to be insured under this Section into one policy with such division of premiums as may be acceptable to such parties.

Copies of all policies of insurance shall be delivered by each owner to the others at least twenty (20) days prior to the expiration of such policy and each such policy shall provide that (i) it shall not be cancelable except after thirty (30) days prior written notice to the other owners and (ii) the right of subrogation against such other owner shall be waived by the insurer, if such waiver is obtainable.

If the owner shall fail to provide and maintain the policies of insurance as above-provided, then the other owners may purchase such policy and the cost thereof shall be due from such defaulting owner on demand and shall be secured by a lien against the property of such defaulting owner as provided herein.



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11. DAMAGE TO THE BUILDINGS. The owners of the Total Property shall keep their respective properties in good condition and repair.

If any portion of the buildings or improvements is damaged, then such damage shall be repaired and restored by the owners of the portion in which the damage occurred; provided, however, the damage to the elevators, elevator cabs and private lobbies serving Parcel "B" shall be repaired and restored by the owners of Parcel "A" and Parcel "B" in all events and that the cost of said repair or restoration shall be born in accordance with Paragraph 13(b) herein. If any disrepair or damage adversely affects the structural support of integrity of any part of the Total Property or substantially adversely affects the use and enjoyment of any part of the Total Property except the elevators, elevator cabs and private lobbies serving Parcel "B", and if at any time the owner of the disrepaired or damaged portion is not proceeding diligently with the work of repair and restoration, then the other owners may give written notice to such defaulting owner specifying the respect in which such repair or restoration is not being accomplished diligently. If, upon the expiration of ten (10) days after the giving of such notice, the work of repair or restoration is not proceeding diligently then the party giving such notice may perform such repair and restoration and may take all appropriate steps to complete the same. The party so performing such repairs and restoration shall be entitled to reimbursement from the defaulting owner for all amounts so spent and shall have a lien on any insurance proceeds payable under any policy of insurance protecting against such damage and also a lien against the property of such defaulting owner to secure such payment as provided herein.

12. LIENS, DEBTS AND INTEREST. If at any time any owner in the Total Property (herein called the "Defaulting Owner") shall fail upon demand to pay to any other owner (herein called the "Creditor Owner") any sum of money due the Creditor Owner pursuant to the provisions of this Instrument, then, in addition to any rights of subrogation the Creditor Owner may have by operation of

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law, the Creditor Owner shall have a lien to secure the payment of such sum of money together with all interest accruing thereon pursuant to the provisions of this Section against the portion of the Total Property owned by the Defaulting Owner and any casualty proceeds payable to the Defaulting Owner.

The liens provided for in this Section shall take precedence over any mortgage or other encumbrance which may be a lien on the portion of the Total Property owned by the Defaulting Owner, except that such lien shall be inferior to the lien of a mortgage upon any individual condominium unit within the Total Property. Such lien shall continue in full force and effect until such sum of money and interest is paid in full. Such lien shall arise immediately upon the recording of a notice by the Creditor Owner asserting a lien against the property of such Defaulting Owner and may be enforced by a proceeding in equity to foreclosure such lien or by any other remedy available at law or in equity.

For the purposes of this Section, all persons owning part of Parcel "A" shall be considered one owner, all persons owning part of Parcel "B" shall be considered one owner and all persons owning part of Parcel "C" shall be considered one owner.

No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to this Section, nor shall any lien which would have arisen against any property pursuant to this Section had there been no conveyance or divestiture of title be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

Any mortgagee of all or any part of the Total Property shall have the right to an assignment of any lien affecting the property subject to the mortgage upon payment of the amount secured by such lien. Such mortgagee shall give to the holder of such lien a written notice of its election to purchase the same. On a date not less than ten (10) nor more than thirty (30) days thereafter, the holder of such lien shall deliver to such mortgagee an instrument in recordable form assigning such lien together with the debt secured thereby upon payment of the full amount, including interest, secured by such lien.

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In each instance when an owner shall be obligated to pay any sum of money to any other owner hereunder, interest shall accrue on such sum and be payable thereon from the date such sum first became due hereunder at the maximum rate payable by individuals as permitted from time to time by the Nebraska usury law, or, if there be no such limit, then at the rate of 15% per annum.

13. SHARING COSTS OF MAINTENANCE, REPAIR AND REPLACEMENT.

Except as otherwise provided herein, the owners of the respective parcels in the Total Property shall pay the costs of maintaining in good condition and repair and of replacing when necessary the easement areas and facilities used by them (called "costs" in this Section) in accordance with this Instrument as follows:

(a) When an exclusive use of an easement area or facility is granted or reserved to the owners of one of the other parcels in the Total Property, such owners shall pay the entire cost, except the cost of structural support, which are to be paid as hereinabove provided.

(b) Except as provided in Paragraph 13(d), where the use of an easement area or facility is granted or reserved for use in common with the other owners, including maintenance of and removal of snow from the sidewalks abutting the Total Property, then the owners who have such right to use such easement area or facility shall pay the costs in direct proportion that the square footage of their condominium unit plus their interest in the square footage of the common areas of their condominium unit bears to the total square footage of their parcels which are entitled to common use of such easement areas or facilities.

(c) In the event the owner charged with paying a portion of the costs allocated under this Section fails to make such payment, then the party that pays such portion of the costs shall be entitled to reimbursement from the owner responsible therefor and shall have a lien against the property of the defaulting owner to secure such payment as provided herein.

(d) The costs of the two central elevators capable of traversing the shaft area from the basement level of Parcel "A" to the upper level of Parcel "B" and designated on the plats and plans attached to the Condominium Declaration of Parcel "A" as Elevators No. 2 and No. 3 shall be apportioned ninety percent (90%) to the owners of Parcel "B" and ten percent (10%) to the

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owners of Parcel "A". The owners of the Condominium Units within Parcel "B" shall pay their respective share of said apportioned costs in direct proportion to the square footage that their Condominium Unit bears to the total square footage all Condominium Units of Parcel "B". The owners of Parcel "A" shall pay their respective share of said apportioned costs in direct proportion to the square footage that their Condominium Unit bears to the total square footage of all of the Condominium Units of Parcel "A", or in such other division of said ten percent (10%) apportionment as may be established by the Declaration of Condominium of Parcel "A" as amended from time to time.

14. RELOCATION OF EASEMENTS; RIGHT OF ENTRY FOR REPAIRS AND RELATED RIGHTS; ENCROACHMENTS.

(a) Whenever any easement granted or reserved herein should be relocated to better serve the use, operation, maintenance, repair or replacement thereof and such relocation does not have a material adverse effect upon the servient estate, the parties hereto agree to amend this Agreement accordingly to provide for such relocation, and the owner of the estate benefited by such relocation shall pay all the costs and expenses thereof, including engineering and legal fees.

(b) Whenever necessary to the use, enjoyment, operation, maintenance, repair or replacement of any of the easement areas or facilities comprehended in this Agreement, any owner of any portion of the Total Property shall have the right to enter upon the property of any other owners of any portion of the Total Property for the purposes of securing such use, enjoyment or operation and of performing any necessary maintenance, repairs or replacements to such areas or facilities. In furtherance of those purposes, any such owner shall have the right to perform such demolition on the property of such other owners as may reasonably be necessary to effect such purposes. Such owner performing such demolition shall promptly restore the property affected thereby to its condition prior to such demolition, and the owners of the property so affected shall have the right to complete such restoration in such owner's default and, in that event, the costs incurred by them in so doing shall be paid by such owner upon demand and shall be secured by a lien against such defaulting owner's property in the Total Property as provided herein.

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(c) If, by reason of construction, settlement or shifting or any other cause, any portion of the buildings or improvements now or hereinafter situated on Parcel "A", Parcel "B" or Parcel "C" shall encroach upon any other parcel, there shall be deemed to be an easement in favor of the owners of such encroaching parcel to permit such encroachment to the extent of such encroachment for so long as the same shall exist.

15. EFFECT OF CONDOMINIUM PROPERTY ACT LEGISLATION. To the extent that Parcel "A", Parcel "B" or Parcel "C" are governed by the Nebraska Condominium Act, as amended from time to time, or by subsequent legislation of similar nature, all rights and benefits created hereby shall be exercised on behalf of the condominium owners and all obligations of said unit owners shall be discharged by the Property Owners' Association of such owners duly constituted from time to time.

16. UNAVOIDABLE DELAYS. The owners of the Total Property shall not be deemed to be in default in the performance of any obligation under this Agreement, if and so long as nonperformance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense or requisitions and impositions therefor, preemptions, acts of God, or other causes of a similar or dissimilar nature beyond such owners' reasonable control.

17. ESTOPPEL CERTIFICATES. The other owners of the Total Property shall, from time to time, within ten (10) days after written request from any owner, execute, acknowledge and deliver to such owner a certificate in recordable form stating:

(a) That the terms and conditions of the respective declarations of condominium and of this instrument are unmodified and are in full force and effect, or, if modified, identifying the modification agreements.

(b) Whether there is any existing default hereunder by the other party and if so, specifying the nature and extent thereof.

(c) Whether the party executing such certificate is performing work for which such party expects reimbursement under the provisions hereof.

(d) The nature and extent of any set-offs, claims or defenses then being asserted or otherwise known by the party against the enforcement of the other party's obligations hereunder.

(e) The total amount of all liens being asserted under the provisions hereof.

(f) The nature and extent of any notice given or demand made upon the other party which has not been satisfied.

(g) Such other matters as may be reasonably requested.

18. NOTICES. All notices, demands, elections or other instruments required, permitted or desired to be served hereunder shall be in writing and shall be deemed to have been sufficiently served when delivered in person or mailed by certified or registered mail, postage prepaid, addressed to the record owner or owners entitled to such notice.

19. LIMITATION OF LIABILITY.

(a) In the event of the conveyance or divestiture of title to any portion of the Total Property (i) the grantor or the person or persons, corporation or corporations or other entity shall be freed and relieved of all covenants and obligations thereafter accruing hereunder and (ii) the grantee or the person or persons, corporation or corporations, or other entity or entities who otherwise succeed to title shall be deemed to have assumed all of the covenants and obligations of the owner of such parcel thereafter accruing hereunder until such grantee or successor is freed and relieved therefrom pursuant to the terms hereof.

(b) The enforcement of any rights, liens, or obligations described or created in this instrument shall be limited to the interest of such owner in the Total Property and no judgment against any owner shall be subject to execution on, or be a lien on any assets of any such owner other than such owner's interest in the Total Property.

20. SEVERABILITY. If any provision of this instrument or any section, paragraph, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this instrument shall be construed as if such invalid part were never included therein.

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21. HEADINGS. The headings of this instrument are for convenience of reference only and shall not in any way limit or define the content or substance of such Sections.

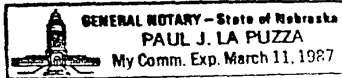
REGIS PARTNERSHIP, A Nebraska Partnership,

BY: [Signature]  
M. B. Coffey, Partner

BY: [Signature]  
C. T. Coffey, Partner

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

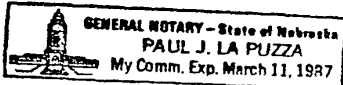
NOW on this 28th day of November, 1984, before me, a Notary Public, personally appeared M. B. Coffey, known to me to be the identical person whose signature appears above, and he signed the foregoing instrument and acknowledged same to be his voluntary act and deed.



[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

NOW on this 28th day of November, 1984, before me, a Notary Public, personally appeared C. T. Coffey, known to me to be the identical person whose signature appears above, and he signed the foregoing instrument and acknowledged same to be his voluntary act and deed.



[Signature]  
Notary Public

54 Misc

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REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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