

FIDELITY NATIONAL TITLE INSURANCE CO. E - 1253

WARRANTY DEED

THIS INDENTURE WITNESSETH: That the Grantor, AMOCO OIL COMPANY, (formerly The American Oil Company), a corporation organized and existing under and by virtue of the laws of the State of Maryland, for and in consideration of the sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$27,500.00), to it in hand paid, conveys and warrants to THE UNITED STATES NATIONAL BANK OF OMAHA, Trustee, whose address is 20th & Farnam Streets, P. O. Box 3408, Omaha of the County of Douglas and State of Nebraska, the following described real estate, situated in the County of Cass, and State of Nebraska, to witi:

A tract of land located in the SW¹/₄ of Section 26, Township 12 North, Range 9 East of the 6th P.M., Cass County, Nebraska; more particularly described as follows: Commencing at a point 50 feet east and 654.5 feet north of the southwest corner of said Section 26-12-9; thence S 89°49'40" E a distance of 261.0 feet to a point of curve; thence along a circular curve to the left having a radius of 615.6 feet and subtended by a chord 302.13 feet in length and bearing N 75°58'02" E to the point of beginning; (Said point of beginning is a point on said circular curve) thence continuing along said circular curve having a radius of 615.6 feet and subtended by a chord 92.47 feet in length and bearing N 57°27'09" E to a point of curve; thence along a circular curve to the left having a radius of 6,775.5 feet and subtended by a chord 232.99 feet in length and bearing N 56°28'02" E to a point of curve; thence along a circular curve to the left having a radius of 17,013.7 feet and subtended by a chord 560.69 feet in length and bearing N 45°55'31" E; thence N 89°34'40" W a distance of 675.0 feet; thence S 00°00'00" E a distance of 573.44 feet to the Point of Beginning. Said tract of land contains 4.86 acres.

NEBRASKA DOCUMENTARY,
STAMP TAX
SEP 19 1974
\$ 30.25 BY *EG*

FILED FOR RECORD 2-19-74 AT 8:30 A.M. IN BOOK 114 OF Deeds
REGISTER OF DEEDS, CASS CO., NEBR.
12.25
Cathy Chipman

Grantor granting a thirty foot ingress-egress easement described as follows:

A tract of land located in the SW¹/₄ of Section 26, Township 12 North, Range 9 East of the 6th P.M., Cass County, Nebraska; more particularly described as follows: Beginning at a point 50 feet east and 654.5 feet north of the southwest corner of said Section 26-12-9; thence S 89°49'40" E a distance of 261.0 feet to a point of curve; thence along a circular curve to the left having a radius of 615.6 feet and subtended by a chord 302.13 feet in length and bearing N 75°58'02" E to a point on said circular curve; thence N 00°00'00" W a distance of 30.0 feet; thence S 75°58'02" W along a line parallel to the south boundary line of the easement area, and continuing parallel along the entire southerly boundary line of said easement area to a point 50 feet east and 684.5 feet north of the southwest corner of said Section 26-12-9; thence 30 feet south to the point of beginning.

It is agreed that Grantee shall pay all costs of building or extending any roadway as it may deem necessary. Grantee and Grantor shall thereafter share maintenance of the easement area in proportion to each party's use of said area.

SUBJECT ONLY to the following:

- 1. Easement to the State of Nebraska for control of outdoor advertising, filed March 29, 1965 in Book 9 Misc., Page 342, records of Cass County, Nebraska (copy attached).

J.K.

2. Permanent easement for the control of outdoor advertising as contained in Condemnation filed July 16, 1963 in Book 8 Miscellaneous, Page 567, records of Cass County, Nebraska (copy attached).

3. Existing leases, easements, sidetrack and license agreements, if any.

4. Taxes and special assessments against the said premises, if any.

5. Zoning laws and municipal regulations, if any; building line restrictions, use restrictions, and building restrictions of record, if any; and any party wall agreements of record.

6. The following covenants and agreements of the Grantee:

a. The Grantee herein hereby covenants and agrees for itself, its successors and assigns, that no part of the real estate herein conveyed shall be used by said Grantee, its successors, grantees or assigns for the purpose of conducting or carrying on the business of selling, handling or dealing in gasoline, kerosene, benzol, naphtha, greases, lubricating oils, or any fuel to be used for internal combustion engines, or lubricants in any form. The foregoing restriction shall terminate and be of no further force and effect upon the expiration of a period of fifteen (15) years from the date hereof.

b. The Grantee herein hereby covenants and agrees for itself, its successors and assigns, that no building or other structure shall be placed on said premises described as follows: Beginning at the SW corner of the property conveyed, thence N 200'; thence E 90° to the SE property line, thence SW to the point of beginning, unless approved by Grantor.

The foregoing covenants shall run with the land and be binding on said Grantee, its successors, grantees and assigns, and inure to the benefit of the Grantor herein, its successors and assigns.

And the Grantor does hereby covenant with the said Grantee, and its successors in interest, that said Grantor holds said real estate by title in fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be above stated; and said Grantor covenants 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 signed by its Regional Vice President, and its corporate seal to be hereto affixed and attested by its Assistant Secretary, all this 13th day of August, 1971.

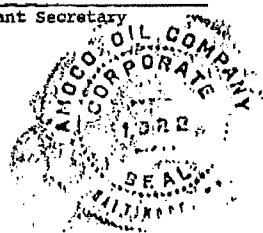
AMOCO OIL COMPANY

BY V.H. Dolen
V.H. Dolen, Regional Vice President

APPROVED FOR
30 FORM
SEK

ATTEST:

R.E. Savage
R.E. Savage, Assistant Secretary



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STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

On this 13th day of August, 19 71, before me, a Notary Public in and for said County and State, personally came the above-named V. H. Dolen, Regional Vice President of Amoco Oil Company, a Maryland corporation, who is personally known to me to be the identical person whose name is affixed to the above instrument as regional vice president of said corporation, and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and official seal, the date last aforesaid.

My commission expires on the 6th day of July, 19 71.



Talman B. Johnson
Notary Public