

D E E D

SAFEWAY STORES, INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of Maryland, party of the first part, in consideration of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), does hereby grant, bargain, sell, convey and confirm unto FRANCIS M. JACOBBERGER and JANE B. JACOBBERGER, husband and wife, as JOINT TENANTS, and not as tenants in common; the following described real estate, situated in the County of Douglas, State of Nebraska, to-wit:

All that part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Fifteen (15) North, Range Twelve (12) East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Commencing at a point on the East side of a Seven (7) foot strip of ground lying on the East side of 72nd Street, which strip was taken by the City of Omaha under Ordinance No. 16191 for sewer purposes; Said point being Forty (40) feet East and Four Hundred Ten (410) feet North of the southwest corner of said Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Twenty-four (24); thence East on a line parallel to the North line of Dodge Street a distance of Four Hundred Thirteen (413) feet; thence South on a line parallel to the East line of 72nd Street a distance of Thirty (30) feet; thence East on a line parallel to the North line of Dodge Street a distance of Two Hundred Forty (240) feet; thence North on a line parallel to the East line of 72nd Street a distance of One Hundred Seventy (170) feet; thence West on a line parallel to the North line of Dodge Street a distance of Six Hundred Fifty-three (653) feet to a point on the East line of the Seven (7) foot strip taken by the City of Omaha adjoining 72nd Street on the East; thence South along a line parallel to the East line of 72nd Street a distance of One Hundred Forty (140) feet to the point of beginning.

Together with an easement for ingress and egress over a strip of property 30 feet in width abutting ^{on the south} the east 240 feet of the above described property; and

Together with a nonexclusive easement for ingress and on the south egress over a strip of land 30 feet in width abutting the West 413 feet of above described property. Such easement shall permit use of said strip for ingress and egress of pedestrian and vehicular traffic, it being understood, however, that said 30 foot strip shall at all times be kept open and free for the movement of traffic, and that no vehicles will, at any time, be parked thereon.

SUBJECT TO: (1) Current taxes not yet delinquent;

(2) Such easements, restrictions, reservations, conditions, covenants and rights of way, if any, as are of record.

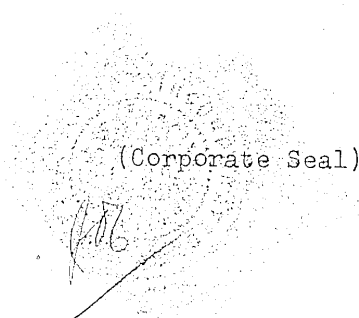
By accepting this conveyance, grantees covenant for themselves, their heirs and assigns, that for a period of ten (10) years from the date of this Deed, no portion of the land hereby conveyed shall be used for the sale of groceries. This restriction for the said ten (10) year period shall be considered and treated as a covenant running with the land.

IT BEING THE INTENTION OF ALL PARTIES HERETO, THAT IN THE EVENT OF THE DEATH OF EITHER OF SAID GRANTEEES, THE ENTIRE FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREIN SHALL VEST IN THE SURVIVING GRANTEE.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said grantees as JOINT TENANTS, and not as tenants in common, and to their assigns, or to the heirs and assigns of the survivor of them, forever, and the grantor named herein for itself and its successors and assigns, does covenant with the grantees named herein and with their assigns and with the heirs and assigns of the survivor of them, that it is lawfully seized of said premises; that they are free from incumbrance except as stated herein, and that the said grantor has good right and lawful authority to sell the same, and that it will and its successors and assigns shall warrant and defend the same unto the grantees named herein and unto their assigns and unto their heirs and assigns of the survivor of them, forever, against the lawful claims of all persons whomsoever, excluding the exceptions named herein.

IN WITNESS WHEREOF, SAFEWAY STORES, INCORPORATED has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized.

SAFEWAY STORES, INCORPORATED
(a Maryland corporation)



By F. C. Beman
Its Vice President

By Paul W. Mouser
Its Assistant Secretary



STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

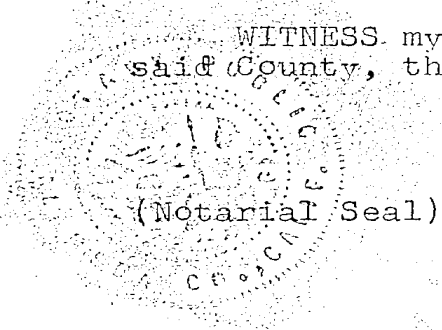
On this 11th day of June, A.D., 1956, before me, a Notary Public, duly commissioned and qualified in and for said County, personally came the above named F. C. BEEMAN, Vice President, and PAUL W. MOUSER, Assistant Secretary of SAFEWAY STORES, INCORPORATED, a Maryland corporation, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Assistant Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal at Oakland, California, in said County, the date aforesaid.

Agnes F. Hughes

NOTARY PUBLIC

My commission expires May 2, 1959.



(Notarial Seal)

27.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA. 300
26 DAY June 1956 AT 3:39 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS