

## RESOLUTION

OMAHA, NEBRASKA, JULY 16th, 1940

At a regularly called meeting of the Board of Directors of Reed Holding Company held this day at the office of said Company in the City of Omaha, all Directors being present and voting, the following resolution was unanimously adopted:

RESOLVED, That the President and Secretary of Reed Holding Company be and they are hereby authorized and directed to make, execute and deliver to William A. Sawtell, a Warranty Deed for the East One Hundred Ten (110) feet of the South Three Hundred Ten (310) feet of Lot Fourteen (14) and the West Twenty (20) feet of the South Three Hundred Ten (310) feet of Lot Twenty-four (24) in Fairacres, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded.

*Mary J. [Signature]*  
SECRETARY  
REED HOLDING COMPANY  
INCORPORATED  
1932  
OMAHA, NEBRASKA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Reed Holding Company, a corporation organized under the laws of the State of Nebraska, in consideration of Twenty Two Hundred and Fifty and no/100 Dollars in hand paid, does hereby Grant, Bargain, Sell, Convey and Confirm unto William A. Sawtell, the following described Real Property, situate in the County of Douglas and State of Nebraska, to-wit:

East One Hundred Ten (110) feet of the South Three Hundred Ten (310) feet of Lot Fourteen (14) and the West Twenty (20) feet of the South Three Hundred Ten (310) feet of Lot Twenty-four (24) in Fairacres, as surveyed, platted and recorded.

Subject to the county, state and school taxes for the year 1940 and all subsequent taxes and assessments

Also subject to the following limitations, restrictions conditions and covenants:

1st. The said premises shall be occupied and used for residence purposes exclusively from the date hereof until the first day of January, 1950.

2nd. No building nor any part nor projection thereof, except the cornice of the roof, shall at any time within said period be erected or located on said premises within seventy-five (75) feet of Underwood Avenue except that an open porch and roof thereon or a terrace may be attached to the building between it and the said street line.

3rd. No building shall be erected on said premises within said period other than a single detached dwelling built thereon, with necessary outbuildings, and such dwelling shall not be less than one and one-half stories in height and the cost of such dwelling, exclusive of outbuildings, shall not be less than Seventy-five Hundred and no/100 Dollars (\$7500.00)

4th. Garage or other outbuildings, if erected on said premises during said period and if detached from the dwelling, must be built of the same material and shall correspond in architecture with the dwelling and shall not be built within one hundred twenty-eight (128) feet of Underwood Avenue.

5th. Subject to the right of the Nebraska Power Company and the Northwestern Bell Telephone Company, their successors, lessees and assigns, to construct and maintain underground conduits in, and a joint pole line over and upon the rear boundry line of said premises herein described.

6th. Each of the conditions and covenants aforesaid shall run with and bind the land herein described and every part thereof and be binding upon every person who shall be the owner thereof during said period.

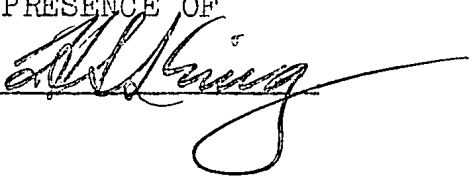
7th. By accepting this deed said William A. Sawtell binds himself, his heirs, executors, administrators, assigns and grantees, to observe and perform all the conditions hereinbefore mentioned, as fully as though they had signed these presents.


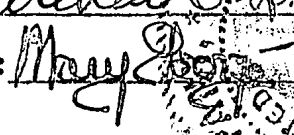
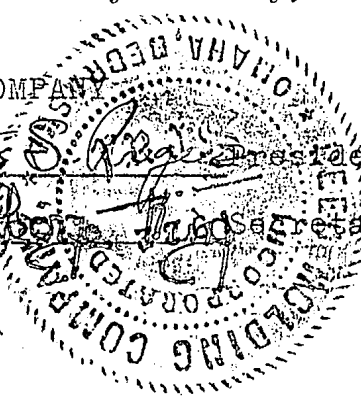


Together with all the Tenements, Hereditaments and Appurtenances to the same belonging, and all the Estate, Title, Claim or Demand whatsoever of the said Reed Holding Company of, in or to the same or any part thereof.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said William A. Sawtell and to his heirs and assigns forever. And the said Reed Holding Company for itself and its successors, does covenant with the said William A. Sawtell and with his heirs and assigns, that it is lawfully seized of said premises, that they are free from incumbrance, that it has good right and lawful authority to sell the same, and that it will and its successors shall warrant and defend the same unto the said William A. Sawtell and his heirs and assigns forever against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF said Reed Holding Company has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 16th day of July, A. D. 1940.

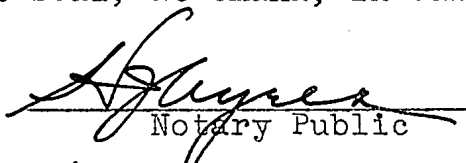
IN PRESENCE OF  


REED HOLDING COMPANY  
BY  President  
ATTEST:  Secretary  


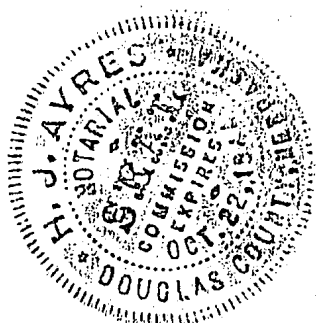
State of Nebraska,)  
                                  ) SS  
County of Douglas )

On this 16th day of July, A. D. 1940, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named Arthur S. Rogers, President and Mary George King Secretary of Reed Holding Company, who are personally known to me to be the identical persons whose names are affixed to the above Deed as President and 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 Omaha, in said County, the date aforesaid.

  
Notary Public

My commission expires Oct 22-1944



6. Entered in Statistical Index and Recorded in the Register of Deeds Office in Douglas County, Nebraska  
20 July 1940 10:25 A.M. Thomas L. O'Connor, Register of Deeds