



DEED 2008067278



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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[For Recording Purposes Only]

WARRANTY DEED

Buck's, Inc., a Nebraska corporation ("Grantor"), in consideration of Ten Dollars (\$10.00) received from Vistas, LLC, a Nebraska limited liability company ("Grantee"), conveys to grantee the real estate legally described on Exhibit "A" (the "Property"), which is attached hereto and incorporated herein by reference, said conveyance subject in all respects to the covenants and restrictions described on Exhibit "B" and the permitted exceptions described on Exhibit "C", each as attached hereto and incorporated herein by reference.

Grantor covenants with Grantee that Grantor (i) is lawfully seized of such Property and that it is free from liens and encumbrances except real estate taxes not yet delinquent and those matters described on Exhibits "B" and "C," hereto; (ii) has legal power and lawful authority to convey the same; and (iii) warrants and will defend title to the Property as hereby conveyed against the lawful claims of all persons.

Dated: July 8, 2008

Buck's, Inc., a Nebraska corporation
 By:
 Steve Buchanan
 President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 8 day of July, 2008, before me, a notary public in and for said county and state, personally came Steve Buchanan, President of Buck's, Inc., a Nebraska corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]

1451102592 -

Notary Public



701859

Exhibit "A"

Legal Description

All that part of Lot 1, lying West and North of a line drawn parallel to and 35 feet Easterly of the Westerly line of Lot 1, and all that part of Lot 2, lying East and South of a line drawn parallel to and 30 feet Westerly of the Easterly line of Lot 2, Block 4, in Tower Plaza, an addition to the City of Omaha, in Douglas County, Nebraska.

Exhibit "B"

Covenants and Restrictions

1. **Restriction on Use.** No portion of the Property shall be directly or indirectly used by any person (other than a person entitled to enforce the restrictions on use contained herein pursuant to paragraph 2 below) primarily for (a) an automobile service station, or automobile repair shop, or (b) for the purpose of conducting or carrying on the business of (i) washing, cleaning or detailing automobiles, or (ii) selling, offering for sale, storage, handling, distributing or dealing in gasoline, motor vehicle fuels, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts and accessories, tires, batteries, or other petroleum products, or (iii) retail or wholesale sale, offering for sale, or distribution of tobacco products of any kind, including without limitation cigarettes, or (iv) sale, offering for sale, or distribution of any products containing alcohol for off premises consumption, or other convenience store items, or (c) in support of or in conjunction with any use described in clauses (a) or (b) which is conducted on adjacent or neighboring property.
2. **Run with the Land.** The restrictions on use, as described in paragraph 1 above, shall run with and bind the Property and the then current owner thereof and shall inure to the benefit of and be enforceable by the then current owner of all or part of the Buck's Property (as described below), or the holder of any interest in any of the same, for the greater of (a) a term of twenty (20) years from the date this instrument is recorded, or (b) the period during which the Buck's Property is primarily used for any use described above in paragraph 1. The foregoing restrictions on use may be separately enforced by the Grantor and its assigns, whether or not then the holder of any interest in all or part of the Buck's Property.
3. **Buck's Property.** For purposes of the foregoing provisions, "Buck's Property" shall be described as that property located in Douglas County, Nebraska, more particularly described as follows:

That portion of Lots 6 and 7, Block 1, Beverly Hills, an Addition to the City of Omaha, in Douglas County, Nebraska lying South of the Lincoln Highway, a public highway also known as U.S. 30 S, except:

An irregular parcel of land in Lot 6, Block 1, Beverly Hills, an Addition to the City of Omaha, in Douglas County, Nebraska, lying South of the Old Lincoln Highway, a public highway known as U.S. 30A South and being more particularly described as follows: Beginning at the Southeast corner of part of Lot 6; thence North along the East property line of part Lot 6 for a distance of 18.65 feet to the Northeast corner of said part Lot 6; thence West along the North property line for a distance of 20.95 feet; thence South 24.89 feet to a point on the South property line of part Lot 6, and said point being 20 feet West of the Southeast corner of part Lot 6; thence East 20 feet along the South property line of part Lot 6 to the point of beginning.
4. **Enforcement.** Enforcement of the rights of any party hereto shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction set forth herein, either to restrain the violation or to recover damages, and against the land to enforce any covenant or other rights created by this conveyance. Grantee acknowledges, for itself and its successors and assigns (collectively the "Grantee Parties" and individually a "Grantee Party") that the breach of any of the covenants or restrictions contained in this conveyance on the part of Grantee or any Grantee Party will result in irrevocable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any

such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor and its successors and assigns at law or in equity in the event of any such breach, any court of common jurisdiction may issue a temporary restraining order and an injunction (both preliminary and permanent), without bond, and without demonstration of irrevocable harm, enjoining or restricting the breach or threatened breach of any such covenant, restriction or other right by Grantee or any Grantee Party. All of the rights and remedies as provided Grantor and its successors and assigns in this conveyance, as well as such rights and remedies available at law and in equity, shall be considered cumulative and may be exercised by Grantor, its successors and assigns in such order and in such combination as they may, in their discretion, deem appropriate. In the event that Grantee or any Grantee Party shall breach any of the covenants, restrictions or other rights set forth in this conveyance, then the Grantee or such Grantee Party (as applicable) shall pay all of the costs and expenses, including reasonable attorney's fees, incurred by Grantor and its successors and assigns in enforcing such covenants, restrictions or other rights. Failure to enforce any covenant, restriction or other right provided herein shall not be deemed a waiver of the right to do so thereafter. Invalidity of any one of these covenants, restrictions or other rights as provided Grantor and its successors and assigns herein shall in no way affect any other provisions which shall remain in full force and effect.

5. **Construction.** If any of the covenants, restrictions or other rights as provided Grantor and its successors and assigns in this conveyance shall be unlawful, void or voidable for violation of any statutory or common law rules or regulations imposing time limits, then any such covenants, restrictions or other rights shall continue only for the longest period permitted under such statutory or common law rules or regulations. If any covenant, restriction or other right in this conveyance shall, to any extent, be invalid or unenforceable, the remainder of the provisions of this conveyance (or the application of such covenant, restriction or other right to persons or circumstances other than in the most limited respect of which it is invalid or unenforceable) shall not be affected thereby, and each covenant, restriction or other right set forth in this conveyance shall be valid and enforceable to the fullest extent permitted by law.

Exhibit "C"

Permitted Exceptions

1. Plat and Dedication of Tower Plaza recorded April 18, 1946, in Book 780 at Page 143 of the Deed Records of Douglas County, Nebraska.
2. Covenants, conditions and restrictions contained in instrument dated January 13, 1947 and recorded January 23, 1947, in Book 219 at Page 601 of the Miscellaneous Records of Douglas County, Nebraska.

Modified by instrument dated April 25, 1951 and recorded October 11, 1951, in Book 265 at Page 51 of the Miscellaneous Records of Douglas County, Nebraska.

Partially released by Release of Protective Covenants dated April 25, 1951 and recorded October 17, 1951, in Book 265 at Page 145 of the Miscellaneous Records of Douglas County, Nebraska.
3. Non-Specific Easement granted in Warranty Deed dated October __, 1951 and recorded October 10, 1951 in Book 900 at Page 379 of the Deed Records of Douglas County, Nebraska, to construct, operate and maintain a sewer on the "lot line between Lots ____ and _____, Block 4, Tower Plaza."
4. Subject to easements for utilities as set forth in Warranty Deed dated October 22, 1951 and recorded November 2, 1951, in Book 901 at Page 467 of the Deed Records of Douglas County, Nebraska, along the rear and side boundary lines of subject property.
5. Subject to easements in favor of Northwestern Bell Telephone Company and Omaha Public Power District to erect, operate and maintain telephone and electric facilities and appurtenances along the rear and side boundary lines of the E95' of Lot 1 as set forth in Corporation Warranty Deed dated March 28, 1952 and recorded March 29, 1952, in Book 908 at Page 285 of the Deed Records of Douglas County, Nebraska.