



DEED 2017054330



JUL 13 2017 10:54 P 4

Nebr Doc Stamp Tax
07-13-2017 Date
\$1125.00
By SB

Fee amount: 28.00
FB: 26-02823
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/13/2017 10:54:01.00



SPECIAL WARRANTY DEED

Hood Packaging Corporation, a Mississippi corporation ("Grantor") in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, convey and demise unto 2445 Deer Park, LLC, a Nebraska limited liability company ("Grantee"), all of Grantor's right, title and interest in and to the following described real estate (as defined in Neb. Rev. Stat. § 76-201), together with all improvements thereupon, if any, lying, being, and situate in the County of Douglas and State of Nebraska (the "Property"):

Lot 2, in BEMIS CAMPUS REPLAT 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

SUBJECT only to the Permitted Exceptions set forth in Exhibit "A" attached hereto.

Grantor hereby covenants with Grantee that Grantor:

- (i) is lawfully seized of the interest in the Property and that the Property is free and clear of all liens and encumbrances, except the Permitted Exceptions;
- (ii) has legal power and lawful authority to sell and convey the interest in the Property;
- (iii) except as set forth in the Permitted Exceptions, warrants and will defend the title to the Property conveyed hereunder against the lawful claims of all persons claiming the same or any part thereof, through, by or under Grantor.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

WHEN RECORDED, RETURN TO:
Meagan J. Deichert
Koley Jessen P.C., L.L.O.
One Pacific Place, Suite 800
1125 South 103rd Street
Omaha, NE 68124
4835-6165-1275.1

Executed as of July 12, 2017.

Grantor:

Hood Packaging Corporation,
a Mississippi corporation

By: [Signature]
Name: Robert Morris
Title: President
Date: 07/12/17

By: [Signature]
Name: John H. Smith
Title: Vice President of Procurement
and Corporate Services
Date: 07/12/17

Canada,
Province Ontario)
STATE OF Ontario) ss.
COUNTY OF Halton)

The foregoing instrument was acknowledged before me this 12 day of July, 2017,
by Robert Morris, as President of Hood Packaging Corporation, a
Mississippi corporation, on behalf of said corporation.

[Signature]
Notary Public Lynn Alan Hastings

My Commission expires: remains in effect

A notary public in and for
the Province of Ontario, in
Canada.

STATE OF MISSISSIPPI)
COUNTY OF MADISON) ss.

The foregoing instrument was acknowledged before me this 12 day of July, 2017,
by John H. Smith, as Vice President of Hood Packaging Corporation, a
Mississippi corporation, on behalf of said corporation.

[Signature]
Notary Public SUE WARD CROCKETZ

My Commission expires: _____
My Commission Expires January 27, 2019



Exhibit A

Permitted Exceptions

1. The lien of the general taxes for 2017, becoming due December 31, 2017 and payable in 2018, and all subsequent taxes and special assessments, including but not limited to those now pending, assessed or levied, not yet certified to the Office of the County Treasurer for collection at the date hereof.
2. Easements granted by the Plat and Dedication of Falstaff Addition Replat recorded October 8, 1998, in Book 2103 at Page 247 of the Deed Records of Douglas County, Nebraska, on, over, through, under and across a 5 foot wide strip of land abutting the front and side boundary lot lines, and an ___ foot wide strip of land abutting the rear boundary lines of Lot 2. (Subject property was platted from a portion of Lot 2, Falstaff Addition Replat.)
3. Easements granted by the Plat and Dedication of Bemis Campus Replat 1 recorded March 25, 2016, as Instrument No. 2016021080 of the Records of Douglas County, Nebraska, as shown on Plat Survey, and on, over, through, under and across a 5 foot wide strip of land abutting all front and side boundary lot lines, and an 8 foot wide strip of land abutting the rear boundary lines of all interior lots.
4. Easements reserved for utilities above, on and below the surface of that portion of vacated Krug Avenue included within subject property by Ordinance No. 14396 of the City of Omaha, Nebraska, passed June 20, 1936 and recorded September 9, 1936, in Book 116 at Page 564 of the Miscellaneous Records of Douglas County, Nebraska. Partially released by Metropolitan Utilities District of Omaha by Partial Release of Easements and Bill of Sale dated April 1, 1949 and recorded April 7, 1949, in Book 241 at Page 703 of the Miscellaneous Records of Douglas County, Nebraska.
5. Easement granted to Metropolitan Utilities District of Omaha by Easement For Pipe Line Right-of-Way dated March 28, 1949 and recorded April 15, 1949, in Book 242 at Page 137 of the Miscellaneous Records of Douglas County, Nebraska, for a 30-inch trunk water main and appurtenances in, over and upon a portion of subject property.
6. Terms and provisions of Easement Deed By Court Order In Settlement Of Landowner Action dated December 3, 2012 and recorded August 6, 2013, as Instrument No. 2013079793 of the Records of Douglas County, Nebraska.
7. Grantee accepts unconditionally that the Property is transferred by Grantor to Grantee on an "AS IS, WHERE IS" BASIS ONLY, WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, CONDITION, FITNESS OR HABITABILITY THEREOF OR AS TO USE FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS AND ENVIRONMENTAL LAWS (AS HEREINAFTER DEFINED), OR AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION TO, THE CONDITIONS OF THE SOIL, SUBSOIL, GROUNDWATER AND SURFACE WATER AT OR ADJACENT TO THE PROPERTY AND STRUCTURAL CONDITION OF THE IMPROVEMENTS OR AS TO THE PRESENCE OF ANY HAZARDOUS MATERIALS (AS HEREINAFTER DEFINED), USE, DISCHARGE, SPILL, STORAGE, GENERATION, MIGRATION, HANDLING, RECYCLING, PROCESSING, TREATMENT, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS AT, UNDER OR IN THE VICINITY OF THE IMPROVED

PROPERTY, AND PURCHASER EXPRESSLY RELEASES AND FOREVER DISCHARGES GRANTOR AS OF THE CLOSING DATE FROM ANY LIABILITY AND RISKS OF, AND EXPRESSLY ASSUMES SOLE RESPONSIBILITY, LIABILITY, AND RISKS OF ANY AND ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE ENVIRONMENT INCLUDING HAZARDOUS MATERIALS OR OTHER ADVERSE ENVIRONMENTAL CONDITIONS RELATING TO THE PROPERTY WHETHER SUCH DEFECT OR CONDITION IS DISCLOSED, KNOWN TO GRANTOR, IS LATENT OR IS CAUSED BY GRANTOR OR GRANTOR'S PREDECESSOR IN INTEREST. GRANTEE ACKNOWLEDGES THAT THE PROPERTY MAY HAVE CONTAINED LEAD, ASBESTOS, ADHESIVES, PETROLEUM PRODUCTS, FUEL OILS, AND ABOVE GROUND AND UNDERGROUND STORAGE TANKS. Disclosure of any environmental report by Grantor to Grantee shall in no way be considered or interpreted to be a representation or warranty by Grantor respecting the environmental condition of the Property, or any portion thereof, or adjacent or beneath thereto, and any reliance by Grantee upon any environmental report shall be at the risk of Grantor and shall not abrogate from Grantee's release of Grantor or Grantee's assumption of sole responsibility, liability and risks of any defects and conditions. For purposes of this Deed, "Environmental Laws" shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Superfund Amendments and Reauthorization Act of 1986, Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act, Toxic Substances Control Act, Clean Air Act, Federal Water Pollution Control Act, and any state law equivalent to the Federal acts described herein and any other Federal, state or local laws, regulations, bylaws, rules, codes, orders, guidelines, standards, policies, ordinances, permits, judgments, or decrees, whether now applicable or existing or hereinafter enacted or applicable, or any applicable common law relating to environmental matters. "Hazardous Materials" for the purposes of this Deed shall include, but shall not be limited to, any toxic or hazardous material or substances, pollutants, contaminants, solid wastes, liquid waste, hazardous waste, medical waste, radioactive waste, or other waste, whether or not hazardous, asbestos, lead, polychlorinated biphenyls, petroleum products, petroleum-derived substances, or other hydrocarbons or other similar materials, all as defined in or pursuant to such Environmental Laws.