

4201 8087 dk 6/12/83

KNOW ALL MEN BY THESE PRESENTS:

That Spence Title Services, Inc., Trustee, and First National Bank of Omaha, Trustee, do by virtue and in execution of the powers in them vested as Trustees, and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to them in hand paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto

V & R Company, a Nebraska partnership

the following described real estate, situated in the County of Douglas and State of Nebraska, to-wit:

Lots 23, 24, 47 and 48, Empire Park Replat II, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded

subject to easements and restrictions of record and to the covenants contained on Exhibit "A".

Grantors covenant with Grantee that Grantors:

1. Are lawfully seized of such real estate and that it is free from liens, taxes and encumbrances, except easements and restrictions of record.
2. Have legal power and lawful authority to convey same.
3. Jointly and severally warrant and agree to defend title to the real estate.

The above described real estate is conveyed subject to the restrictions attached hereto as Exhibit "A" which shall run with the land, and will be binding upon Grantees, its successors or assigns.

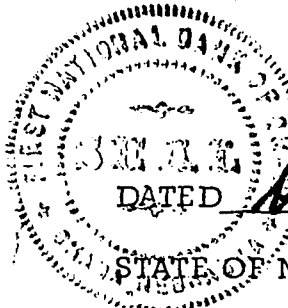
Spence Title Services, Inc., Trustee

By: Ann L. Spence  
Ann L. Spence, President

First National Bank of Omaha, Trustee

By: J. Terry Macnamara  
J. Terry Macnamara, Trust Officer

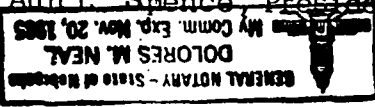
DATED December 22, 1983



DATED December 27, 1983

STATE OF NEBRASKA )  
                                          ) ss.  
COUNTY OF DOUGLAS )

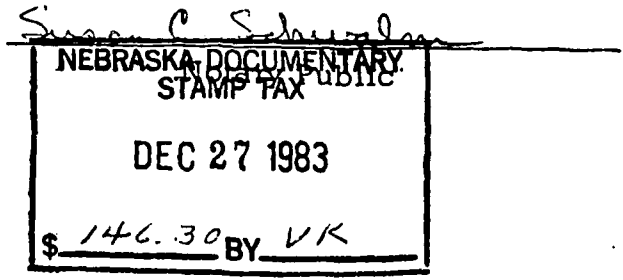
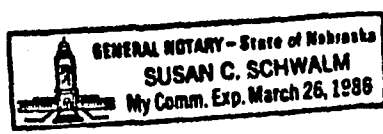
The foregoing instrument was acknowledged before me on this 22nd day of December, 1983, on behalf of Spence Title Services, Inc., Trustee, by Ann L. Spence, President.



Dolores M. Neal  
Notary Public

STATE OF NEBRASKA )  
                                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on this 27 day of December, 1983, on behalf of First National Bank of Omaha, Trustee, by J. Terry Macnamara, Trust Officer.



## EXHIBIT "2"

Buyer agrees that Buyer and Buyer's assigns shall be restricted in their use of the real property purchased hereunder as follows:

1. Such use shall at all times comply with all applicable federal, state, and municipal laws, including all zoning and building codes.

2. Other than doors and windows, one hundred percent (100%) of the exterior walls of all buildings erected on said real property shall be constructed, or faced, with brick, decorative concrete block, decorative concrete panels, or equally attractive materials. The entire surface of each built-upon lot which is not otherwise covered by buildings, parking areas, and other improvements, shall be covered by grass, trees, or shrubs, and maintained in an attractive manner at all times. No portion of any built-upon lots shall be left as open dirt or weed areas.

3. No portion of any lot shall be used for any residential, or non-commercial use. The permitted commercial uses of said lots shall be of the general, although not necessarily identical, type and character as the present commercial uses of the developed lots in Empire Park, including without limitation, motels, office buildings, banks, radio stations, health clubs, and insurance agencies, retail shopping center and office-research & development bldg. similar to the V&R Co. bldg. situated at 11105-35 Mill Valley Rd., Omaha, Nebraska. The exterior of all improvements shall have an attractive appearance, so as to not materially impair the marketability of any unimproved lots owned by Seller in Empire Park.

5. Prior to construction of any improvements, Buyer shall submit Buyer's plans to Seller. If Seller reasonably and in good faith determines that such plans, if implemented, shall constitute a material breach of the restrictions set forth in paragraphs 1 through 4 above, Seller shall, within 10 days after receipt of said plans, give written notice to Buyer of Seller's disapproval of said plans. Upon receipt of such disapproval, Buyer shall: (a) conform such plans to the reasonable requirements of Seller; (b) commence a declaratory judgment action in the District Court of Douglas County, Nebraska for the purpose of determining whether or not such plans constitute a violation of the restrictions set forth in paragraphs 1 through 4 above and/or (c) elect to submit the dispute to arbitration. In the event arbitration is elected by Buyer, Buyer and Seller shall each select an independent architect and said architects shall select a third architect. Said three architects shall promptly review and, by a majority vote, determine whether or not said plans reasonably constitute a violation of said restrictions. All expenses of such arbitration shall be equally divided between the parties. If Seller fails to object to said plans within 10 days of receipt Seller shall be deemed to have waived any objection thereto.

The deed pursuant to which the land covered hereby is conveyed shall contain a restriction of use of the terms above set forth.

*[Handwritten signature]*  
12/22/83

RESOLUTION

"RESOLVED, that any Trust Officer is hereby given full authority to make and execute for and on behalf of the Bank as Trustee, and in its name, as such Trustee, or other fiduciary, such agreements, assignments, transfers, conveyances, receipts, releases, discharges and settlements as may be requisite to or necessary in the usual performance of the business of the Trust Department, including the power to release and/or assign mortgages, or in other fiduciary capacity. He shall also have full authority to sign and endorse checks and drafts, or other orders for the payment of money necessary, usual or incidental to the business of the Trust Department; he shall have the power and authority to endorse bonds, notes and other evidences of indebtedness held by the Bank as Trustee, or in any other fiduciary capacity; the intention being to confer upon such Trust Officer generally the power and authority, for and on behalf of the Bank, and in its name, to do all and singular the acts and things, incidental or necessary to the full and complete discharge by the Bank of the business of Trustee or other fiduciary, so as to enable any such Trust Officer to exercise fully and completely, for and on behalf of the Bank, and in its name, all of the rights, powers, duties and privileges granted to or conferred upon a National Bank as Trustee, or other fiduciary, in the laws of the United States, permitting national banks to act as such Trustee, etc. In addition to any Trust Officer, the Chairman of the Board, the President, or any Vice President of the First National Bank of Omaha, may discharge the duties and perform and exercise all of the powers conferred in this Resolution upon any Trust Officer."

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

I, Wm. J. Feser, hereby certify that I am Vice President of the First National Bank of Omaha, Nebraska; that the above and foregoing is a true copy of the Resolution of the Board of Directors of the First National Bank of Omaha, and is now in full force and effect.

I further certify that J. Terry Macvanna is duly elected, qualified and acting Trust Officer of the First National Bank of Omaha, Omaha, Nebraska, and as such officer now has full authority to act under the above Resolution.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the corporate seal of the First National Bank of Omaha this 27 day of December 27, 1963.



Wm. J. Feser  
Wm. J. Feser  
Vice President

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G. HAROLD LANGE  
DEPARTMENT OF REVENUE