



BK 0875 PG 272



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CITY OF OMAHA

LEGISLATIVE CHAMBER

BOOK 875 PAGE 272

Omaha, Nebr..... 19.....

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the "Grant of Preservation Restrictions and Covenants for the Greenhouse Omaha, Nebraska" has been tendered to the City of Omaha for review from the developer, Farnam Associates Limited Partnership, in connection with the McKesson-Robbins Building; and,

WHEREAS, the Redevelopment Agreement between the parties of November 12, 1985, as amended in December of 1986, provides that the City would accept from the developer, if offered, certain building facade restrictions; and,

WHEREAS, the Planning Board and Director have recommended that the preservation of the McKesson-Robbins Building facade is in conformance with the Master Plan; and,

WHEREAS, it is desirable that the City of Omaha accept such document when tendered at closing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the "Grant of Preservation Restrictions and Covenants for the Greenhouse Omaha, Nebraska" to the City of Omaha from Farnam Associates Limited Partnership, given in connection with the McKesson-Robbins Building, is hereby approved.

APPROVED AS TO FORM:

*[Signature]*  
CITY ATTORNEY

0355t

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

BY *[Signature]* DEPUTY CITY CLERK

By *[Signature]* Councilmember

Adopted MAR 24 1987 6-0

*[Signature]* City Clerk

Approved *[Signature]* Mayor



Wisc 987

RECEIVED  
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GEORGE J. BUCLEWICZ  
REGISTER OF DEEDS  
POLK COUNTY, NEBR.

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OF MLC COMP. F/B 03-8000

GRANT OF PRESERVATION RESTRICTIONS AND COVENANTS  
FOR THE GREENHOUSE  
OMAHA, NEBRASKA

This conveyance and grant is made this 24<sup>th</sup> day of March, 1987, from Farnam Associates Limited Partnership, the owner of certain land and improvements in Omaha, Nebraska ("We" or "Us") to the City of Omaha, a public agency (You").

I. BACKGROUND

We wish to preserve and maintain the primary facades (i.e., the south and east facades) ("Facade" or "Facades") of our building known as "The Greenhouse" and their historical, architectural features. The Greenhouse was extremely significant to the development of factory and warehouse architecture in Nebraska. It is located in Omaha's major light industrial and warehouse district which runs between 8th and 10th Streets, from Douglas to Jackson Streets. This district has great structural planning and architectural significance and is a showcase of early twentieth century industrial design. The Greenhouse is perhaps its major monument, reflecting state-of-the-art technology in a transitional period of industrial architecture. The Facades reflect a then-current trend of "realism" in building design. Prominent architect Thomas R. Kimball disregarded historicism in designing our building; instead, he applied a more rational, forthright approach. The simple, massive brick piles clearly articulate the loft nature of the interior while exhibiting Kimball's characteristically sophisticated composition. Special features including window treatments, the trabeated openings with exposed cast-iron lintels, the corbelled arcuated brick wall cornice, stilted segmental arches of the ground floor and the appropriately massive brick vaulted hood supported by stone consoles marking the entrance of the building. These features were intended to present an image of mass and solidity. It is an important and historically significant structure in the architectural ensemble of the City of Omaha and contributes to the cultural heritage and visual beauty of the City.

Under a certain Redevelopment Agreement with you, we will have legal and equitable fee simple title to the parcel of land on which The Greenhouse is located, as described on Schedule A (the "Premises"). You are a public agency, qualified to accept preservation restrictive covenants.

The property has been designated in the National Register of Historic Places by the U.S. Department of the Interior.

We wish to declare and convey a preservation restriction as defined in the Statutes, in your favor for public benefit in consideration of the covenants and mutual promises described below:

II. GRANT OF PRESERVATION RESTRICTIONS

Upon your acceptance of this grant, we hereby declare, grant and convey to you an estate, interest and easement in the nature of preservation restrictions in perpetuity (more particularly described below) in the form

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of an easement over and to our real property described in Schedule A, and the portions of the improvements and structures on our property (the "Building") described in Schedule B. Together, our real property and the Building are referred to as the property. In delineation and furtherance of this declaration and grant, you and we further covenant and agree as follows:

1. Description of Facades. In order to make more certain the full extent of our obligations and the restrictions on the Premises as described in Schedule A (including the Building), and in order to document the external nature of the Building as of the date hereof, attached hereto as Schedule B and incorporated herein by this reference is a description of the features, materials, appearance, workmanship and environment together with a set of photographs depicting the exterior surfaces of the Building and the surrounding property and an affidavit specifying certain technical and locational information relative to said photographs satisfactory to you attached hereto as Schedule C. It is stipulated by and between we and you that the external nature of the Building as shown in Schedule B is deemed to be the external nature of the Building as of the date hereof and as of the date this instrument is first recorded in the land records of Douglas County, Nebraska in the Register of Deeds.
2. Covenants to Run with the Land. This Grant of Preservation Restrictions and Covenants and all its terms, conditions, provisions and covenants shall run with the ownership of the land as a binding servitude and obligation forever. To further this preservation restriction we covenant to do (and refrain from doing as the case may be) upon the Premises each of the following promises:
  - (a) Maintenance of the Building. We agree at all times to maintain the Building in a good and sound state of repair. We also agree to maintain the Facades and the Building inside and out so as to prevent deterioration of the Facades; and we agree that without your consent as described below, we will not construct, alter, remodel, decorate, or dismantle any element of the Facades which would affect or alter the appearance of the Facades. However, we can maintain, repair, and preserve the existing Facades without consent or permission.
  - (b) Renewal and Reconstruction.
    - (i) The Plan. Where renewal and reconstruction of the Facades is reasonably required as a result of damage from casualty, deterioration, wear and tear, or change of use or requirements of the occupants, or by the requirements of ordinances or laws relating to building materials, construction methods or use, we will adopt and approve a plan for renewal and reconstruction.
    - (ii) Your Approval. Such plan is subject to your written disapproval. You have the power to veto the plan but have no



power with regard to requiring a particular design. Your power to veto a plan for renewal and reconstruction may be exercised solely with regard to whether the plan for renewal and construction conforms to the following standard:

the historical and architectural value and significance, architectural style, scale, general design, arrangement, texture and material of the architectural features involved and the relationship thereof to the exterior architectural style and pertinent features of other buildings and structures in the immediate neighborhood as more particularly set forth in the Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings issued by the Secretary of the U.S. Department of the Interior as may be amended from time to time.

Approval in writing by the National Register Program of the National Park Service or its designee the State Historic Preservation Officer of the State of Nebraska or the successors of either shall be considered compliance with this standard, but need not be given. Receipt of such approval shall negate your exercise of your power of veto over the plan of renewal and reconstruction.

- (iii) Time Limit. If you do not exercise your veto power by written notice to us including the reasons for your veto with reference to the standard in subparagraph (ii) within ten (10) days of the date you have received the renewal and reconstruction plan, the plan shall be deemed approved. If you veto the plan, and we and you cannot agree as to a resolution within fifteen (15) days of the date of your veto, a plan for renewal and reconstruction will be determined by arbitration as specified in Subparagraph 2(d) below.
- (iv) Limitation on Cost. Subject to the provisions of Subparagraph (5)(a), the cost of restoration of the Facades cannot be required to exceed insurance proceeds allocated to the Facades which are actually collected. The cost of restoration cannot be required to exceed the cost of the Facades of comparable certified historic buildings currently being rehabilitated in or near the City of Omaha for similar purposes as the purpose for which the Building is being used prior to renewal and reconstruction and of a compatible nature as described above. Provided, however, that you have the right to raise or apply funds toward the costs of restoration of partially destroyed Premises above and beyond the total of the insurance proceeds allocable to the Facades as may be necessary to restore the appearance of the Facades and such funds, when applied toward the additional costs, shall thereupon constitute a lien upon the Premises until repaid by us. The foregoing right shall be exercised within



45 days of your receipt of written notice from us of the amount of the additional costs. The funds so advanced by you shall be subordinate to all mortgagees of the Premises as set forth in Subparagraph (5)(a). Provisions for repayment of such funds shall condition repayment in a manner which does not adversely affect our ability to pay the first mortgage and project operating and maintenance expenses and shall require prior written determination by the first mortgagee that such provisions are not unsatisfactory.

- (c) Extinguishment. In the case of subsequent unexpected change in the conditions surrounding the Building that is the subject of this grant which would make impossible or impractical the continued use of the property for conservation purposes (such as substantial or total destruction or condemnation), that portion of net proceeds actually collected by us for the Building attributable to your interests (as determined in accordance with then-applicable U.S. Department of Treasury regulations) will be distributed to you unless then-governing state law provides that we are entitled to the full proceeds whereupon your interest in the Premises is terminated and you are to simultaneously execute and deliver to us acknowledged evidence of such fact suitable for recording in the Land Records. In such event you will use such proceeds in a manner consistent with the conservation purposes of this grant. We will have an affirmative obligation to the extent reasonably available from other than excess line or special carriers, to maintain adequate casualty insurance to replace and restore the Building, including the Facades. For purposes of this Subparagraph 2(c), "net proceeds" shall include insurance proceeds, condemnation proceeds, or awards and proceeds from the sale or exchange by us of any portion of the Premises but shall specifically exclude any preferential claim of a mortgagee under Subparagraph 5.

We and you will together make a decision (subject to the prior rights of the mortgagees of record on the Premises as set forth in Subparagraph 5(a)) of whether or not the property is capable of or feasible for restoration and reconstruction.

- (d) Arbitration. If the parties (we and you) are unable to agree with regard to either:
- (i) the plan for renewal and reconstruction; or
  - (ii) The capability of or feasibility for restoration and reconstruction of the Premises;

then the matter shall, upon agreement between us, be resolved by arbitration as follows: The date when either party notifies the other that it is unable to agree with the other will be the "commencement date" from which all periods of time mentioned in this paragraph shall be measured. Within



ten (10) days following the commencement date, each party shall nominate in writing (and give notice of such nomination to the other party) an independent arbitrator. If either party fails to make such a nomination, the arbitrator nominated shall within five (5) days after default by the other party appoint and associate with him another independent arbitrator. If the two arbitrators designated by the parties, or selected after the default of one party, are unable to agree, they shall appoint another independent arbitrator to be umpire between them, if they can agree on such person. If they are unable to agree on such umpire, then each arbitrator previously appointed shall nominate two independent arbitrators and from the names of the persons so nominated one shall be drawn by lot by any judge of any court of record and the name so drawn shall be the umpire. The nominations from whom the umpire is to be drawn by lot shall be submitted within ten (10) days of the failure of the two arbitrators to agree, which, in any event, shall not be later than twenty (20) days following the appointment of the arbitrators. The arbitrators shall within twenty (20) days following appointment review alternative plans and materials submitted by the parties and shall unanimously decide the issues submitted within 50 days of their appointment or in the case of their disagreement, the decision of the umpire and one or the other arbitrators shall be final and binding. Arbitration proceedings shall take place in the State of Michigan. The expenses and fees of arbitrators shall be borne equally by you and we.

- (e) No Obstruction of the Facades. Nothing may be erected on the property which would obscure any part of the Facades to be visible from eye level within the street lines adjacent to the Premises, except for temporary structures, such as scaffolds needed to assist workers, and structures approved under Subparagraph 2(f) below.
- (f) Additional Structures; Extensions. Extensions of the Building or erection of additional structures on the property shall not be permitted when inconsistent with the standard for renewal and reconstruction set forth in Subparagraph 2(b)(ii); however, you agree that this limitation does not apply to the installation, maintenance or repair of communication and necessary mechanical equipment on the roof. A written application for approval and concurrence in our determination of Subparagraph 2(b)(ii) compliance of any extension or additional structures shall be mailed to you at the address listed below. The application will include architectural sketches of the proposed addition or change sufficient for you to determine its fitness pursuant to Subparagraph 2(b)(ii). If you do not approve or disapprove the application within thirty (30) days of receipt, it will be considered approved. Disapproval shall be accompanied by reasons based upon the standards of Subparagraph 2(b)(ii). Upon approval,



consistent changes to Schedule B will be recorded upon the Land Records as an amendment to this grant, with either a copy of the approval or an affidavit by us that no disapproval was forthcoming within the above time period.

- (g) Inspection. We agree that your representatives and agents are permitted at all reasonable times to inspect the Building. Inspections will normally take place from the street; however, your representatives are permitted to enter and inspect the Premises and the interior of the Building but only to the extent necessary to ensure maintenance of structural soundness. Your inspection of the interior of the Building will not, in the absence of evidence of deterioration, take place more often than annually. Inspection of the interior will be made at mutually agreeable times. We agree not to withhold unreasonably our consent in determining a date and time for inspection of the interior.
- (h) Prior Notice. We agree to notify you, in writing, before undertaking significant activities which could be at variance with the standards set forth in Subparagraph 2(b)(ii).
3. Remedies. In the event of our non-performance or violation of any of our duties under this grant (following written notice from you to us and a reasonable period thereafter for us to correct the alleged non-performance or violation), in addition to any remedies now or hereafter provided by law, you may institute suit for money damages or to enjoin a violation and to require the restoration of the property to the condition required by this instrument, or both. In addition, your representatives may do whatever is reasonably necessary, including entering upon the property to correct non-performance or violation and hold us responsible for its cost. In the event we have violated any of our obligations, we will reimburse you for your costs or expenses incurred in connection with your remedies, including, but not limited to court costs and reasonable attorneys' fees. Provided, however, that your right of reimbursement must not adversely affect our ability to pay the first mortgage and project operating and maintenance expenses and shall require prior written determination by the first mortgagee that reimbursement arrangements shall not have such effect. No right or remedy may be exercised by other than we or your or our direct successors and assigns and no other party may claim a third party benefit or public benefit for purposes of exercising remedies under this grant. Nothing herein will result in a forfeiture or reversion of title, in any respect.
4. Our Conveyances. We will insert restrictions, stipulations and covenants contained in this grant, verbatim or by express reference, in any subsequent deed or legal instrument by which we divest ourselves of either the fee simple title to or any lesser estate in the property or any part.





5. Subordination of Mortgages. We and you agree that all mortgages and rights in the property of all mortgagees are subject and subordinate at all times to the rights of you to enforce the purposes of this grant. We will provide a copy of this grant to all mortgagees of the Premises, now and hereafter. The following provisions apply to all mortgagees hereafter holding a mortgage on the Premises and to all mortgagees who have subordinated the priority of their liens to this grant.
- (a) If a mortgage grants to a mortgagee the right to receive the proceeds of condemnation proceedings arising from any exercise of the power of eminent domain as to all or any part of the Premises or the right to receive insurance proceeds as a result of any casualty, hazard or accident occurring to or about the Premises, the mortgagee shall have a prior claim to the insurance and condemnation proceeds and shall be entitled to same in preference to you until the mortgage is paid off and discharged, notwithstanding that the mortgage is subordinate in priority to this grant.
  - (b) If a mortgagee receives an assignment of the leases, rents and profits of the premises as security or additional security for a loan, then the mortgagee shall have a prior claim to the leases, rents and profits of the premises and shall be entitled to receive same in preference to you until said mortgagee's debt is paid off, notwithstanding that the mortgage is subordinate to this grant.
  - (c) Until a mortgagee or purchaser at foreclosure obtains ownership of the Premises following foreclosure of its mortgage or deed in lieu of foreclosure, the mortgagee or purchaser shall have no obligation, debt or liability under this grant.
  - (d) Before exercising any right or remedy due to breach of this grant except the right to enjoin a violation hereof, you shall give all mortgagees of record written notice describing the default, and the mortgagees or any one of them shall have sixty (60) days thereafter to cure or cause a cure of the default.
  - (e) This grant shall remain in full force and effect during any redemption period.
  - (f) Nothing contained in this paragraph or elsewhere in this grant shall be construed to give any mortgagee the right to extinguish this grant by taking title to the Premises by foreclosure or otherwise.
  - (g) References in this grant to "mortgagee" shall be deemed to include all mortgagees, their successors, insurers, assigns and vendees in the event of conveyance following foreclosure or acceptance of deed in lieu of foreclosure.



6. Construction and Interpretation. The following provisions in this paragraph govern the effectiveness, interpretation and duration of this grant:
- (a) Recording. This grant is effective only upon recording in the Land Records.
  - (b) Termination. This grant will terminate and cease to be effective from and after the date, if ever, that the Internal Revenue Service of the United States Department of the Treasury shall issue a public or private ruling describing this instrument to the effect that the transfer hereby evidenced fails to qualify for treatment as a charitable contribution under the Code. That termination may not occur after seven years. Termination may also occur as described in Subparagraph 2(c)(ii) above.
  - (c) Broad Interpretation. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of property shall not apply in the construction or interpretation of this grant. This grant shall be interpreted broadly to effect the transfer of its rights and the restrictions.
  - (d) Successors. This grant extends to and is binding upon us and all persons claiming under or through us later, and the term "we" or "us" when used herein shall include them whether or not they have signed this grant or then have an interest in the property. A person will have no further obligation under this grant when that person shall no longer have any interest (present, partial, contingent, collateral or future) in the property by reason of a bona fide transfer for full value. Any right or interest granted to you also shall be deemed granted to each of your successors and each of their following successors by conveyance with specific reference to this grant.
  - (e) No Public Right of Way. Nothing contained in this grant conveys, nor shall be interpreted to convey, to the public any right to enter on the Premises, the Building or the Facades. Public access is limited to visual access from off the property.
  - (f) Amendment. For purposes of furthering the preservation of the Building and of furthering the other purposes of this instrument, and to meet changing conditions, we and you are free to amend jointly the terms of this grant in writing without prior notice to any party, and such amendment shall become effective upon recording in the Land Records; provided, that (1), any amendment to the provisions of Subparagraph 5 shall require the prior written approval of any mortgagee of the Premises and (2), for so long as any mortgage on the Premises is insured by the U.S. Department of Housing and Urban Development or an agency thereof, ("HUD") any amendment to this grant shall require the prior written approval of HUD.



- (g) No Assignment. No assignment shall be made by you without our prior written approval.
- (h) Captions. The underlined captions in this grant at the beginning of paragraphs are for convenience of reference only and shall not define or limit their provisions or affect their construction and interpretation.
- (i) Applicable Law. Nebraska law will govern the terms of this grant. The acceptance of this grant does not abrogate, and is subject to, any ordinance or regulation of the City of Omaha, including, but not limited to, those done pursuant to Chapters 24, 43 and 55 of the Omaha Municipal Code.
7. Insurance. We shall keep the Premises insured for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage of a type and in such amounts as would normally be carried on a property such as the Premises protected by a preservation and conservation easement. Such insurance shall include your interest and name you as an additional insured and shall provide for at least thirty (30) days notice to you before cancellation and that the act or omission of one insured will not invalidate the policy as to the other insured party. Furthermore, we shall deliver to you fully executed copies of such insurance policies evidencing the aforesaid insurance coverage and copies of new or renewed policies. We shall regularly, but at intervals not to exceed five (5) years, have an insurance appraisal prepared at our own cost and provide a copy of the signed appraisal to you; provided, that in the event of succession of a mortgagee to ownership, such periodic appraisals shall not be required but shall be conducted in a manner and at such times as may be found mutually acceptable to you and the mortgagee. You shall have the right to provide insurance and/or an insurance appraisal at our cost and expense, should we fail to obtain same. In the event you obtain such insurance, the cost of such insurance shall be a lien on the Premises until repaid by us.
8. Approval. Whenever your consent is required it will not be unreasonably withheld and shall be deemed extended if not given within ten (10) calendar days of our written request therefore unless otherwise provided herein.
9. Transfers By You. You shall not transfer your rights hereunder, whether or not for consideration, unless you obtain our prior written permission and as a condition of such transfer, you require that the conservation purposes which this grant is intended to advance continue to be carried out. Any such subsequent transfer must be to a qualified organization which has a commitment to protect the conservation purposes of this grant and possesses the resources to enforce the restrictions set forth herein. For purposes of this Subparagraph 9, a "qualified organization" shall be as defined in Treas.Reg. 1.170A-



- 14(c)(1) or any successor regulatory or statutory provision.
10. Notice. Any notice which either we or your may desire or be required to give to the other shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered -- if to us, then at:

If by courier service:

FARNAM ASSOCIATES LIMITED PARTNERSHIP  
Schneider Ten, Inc., General Partner  
3810 Varsity Drive  
Ann Arbor, Michigan 48108

If by US Mail:

FARNAM ASSOCIATES LIMITED PARTNERSHIP  
Schneider Ten, Inc., General Partner  
P.O. Box 8420  
Ann Arbor, Michigan 48107

and if to you, then at:

If by courier service:

Martin H. Shukert, AICP  
Director of Planning  
City of Omaha  
Omaha/Douglas Civic Center  
1819 Farnam Street  
Omaha, Nebraska 68102

If by U.S. Mail:

Martin H. Shukert, AICP  
Director of Planning  
City of Omaha  
Omaha/Douglas Civic Center  
1819 Farnam Street  
Omaha, Nebraska 68102

11. Evidence of Compliance with Obligations. Upon written request by us, you shall within twenty (20) days furnish us with written evidence in recordable form of our compliance with any of our obligations under this grant.
12. Consequence of Default. So long as the first mortgagee has an interest in the project, if you declare a default hereunder which we do not cure within the time parameter set forth herein, then such mortgagee, at its option and (for so long as any mortgage on the Premises is insured by HUD) with the concurrence of HUD, may declare a default under the mortgage and accelerate the debt or take such other remedies as it

deems appropriate.

To Have and To Hold this declared preservation restriction to you and your successors and assigns forever, to your and their own proper use and behoof.

IN WITNESS WHEREOF, we have hereunto set or caused to be set our hand and seal this 30<sup>th</sup> day of March, 1987.

ATTEST:

Mary Galloway Connett  
City Clerk of the City of Omaha

CITY OF OMAHA:

Bernie Simon 3/30/87  
Mayor of the City of Omaha

STATE OF NEBRASKA )  
                              )ss  
COUNTY OF DOUGLAS )

Before me, a Notary Public qualified for said County, personally came Bernie Simon and Mary Galloway Connett known to me to be the Mayor and City Clerk and the identical person who signed the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed of such officer and the voluntary act and deed of said City of Omaha.

Witness my hand and notarial seal this 30<sup>th</sup> day of March, 1987.



Buster J. Brown  
Notary Public  
My commission expires: Aug 30, 1989

APPROVED AS TO FORM:

Ken Genger  
ASSISTANT CITY ATTORNEY

FARNAM ASSOCIATES LIMITED PARTNERSHIP  
Schneider Ten, Inc., General Partner

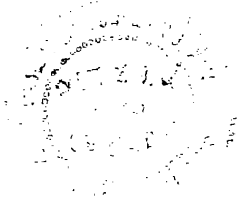
Herbert M. Schneider  
Herbert M. Schneider, President



STATE OF MICHIGAN )  
 )ss.  
COUNTY OF WASHTENAW )

Before me, a Notary Public qualified for said County, personally came Herbert M. Schneider, known to me to be the same and identical person who signed the foregoing Agreement and acknowledge the execution thereof to be his voluntary act and deed of such officer and the voluntary act and deed of said Corporation.

Witness by hand and notarial seal this 19th day of March, 1987.



*Juanita A. Halada*  
Notary Public

2/6/90  
My commission expires



Schedule A

The property hereinafter described, The Greenhouse, an eight-story building situated on 17,424 square feet of land and located on the north side of Farnam Street just west of 9th Street in Omaha, Nebraska and any substitute structure as may be located thereon from time to time pursuant to this instrument; as limited to the area: above the ground level and below the outline of the actual parks of the parapet walls and replacements thereof, and between the ends of front faces of the building on farnam Street (approximately 132 feet) and 9th Street (approximately 132 feet) limited to those visible surfaces which are located on the plane of the street line of Farnam Street and 9th Street; said building being located on the following property:

Legal Description: The East 3.50 feet of Lot 6, all Lots 7 and 8, and the South 2.00 feet of the vacated alley adjoining the North, all in Block 124, ORIGINAL CITY OF OMAHA, Douglas County, Nebraska. 3

Subject to encumbrances and easements of record.



Schedule B

Architectural description of the east and south facades, on and above the street line of 9th Street and Farnam Street, respectively, as of this date.

The building is described herein according to its parts, all of which are connected. Each part has distinct architectural features.

The Greenhouse is an eight-story building situated on 17,424 square feet of land located on the northwest corner of 9th Street and Farnam Street in Omaha, Nebraska. The building was originally built in 1905-7 and was designed by the renowned architect, Thomas Rogers Kimball. The Greenhouse reflects state of the art structural technology in a transitional period of industrial architecture and is a showcase of early twentieth century industrial design. It is extremely significant to the development of factory and warehouse architecture in Nebraska.

Kimball utilized heavy timber construction with cast iron columns in the basement and ground story levels. Exterior walls are of graduated solid masonry construction.

The facades of The Greenhouse are aesthetically designed with the same rational thought that the functional, structural and fire protection elements received, reflecting a then-current tendency toward "realism" in design. The brick facing is an "Endicott" brick on the East and South Facades. The facades have features of brick and stone creating window-arches, belt coursing and corbelled cornices and coping.

The six basement windows of the south facade are wood double-hung windows in areaways of masonry retaining walls with stone caps and cast iron rails, deeply recessed masonry jambs with stone lintels, and iron bar gratings, installed flush with the lintel (a later addition). The main entrance on the south facade consists of an arched masonry hood with stone consoles and pediment. Concrete stairs lead to a recessed entrance with a wood ceiling (exterior). The first floor windows of the south and east facades are arched brick openings with stone keys and stone sills. The original windows are double-hung wood windows with fixed five-pane transom.

The windows on the south and east facades on Floors Two to Five are trabeated openings with painted iron lintels. Windows are painted wood, double-hung and single glazed in the configuration of seven windows per floor on the South Facade and six windows per floor on the east facade.

The windows on Floors Six to Eight are arched masonry openings. The sixth floor windows have stone keys at the arches; the seventh floor has segmented arch windows, two per bay with a continuous stone sill under a corbelled brick cornice which forms window hoods; the eighth floor has semi-circular arched masonry openings with wood single-hung windows.

The existing roofscape is marked by three masonry elevator and stair tower penthouses and a masonry parapet.



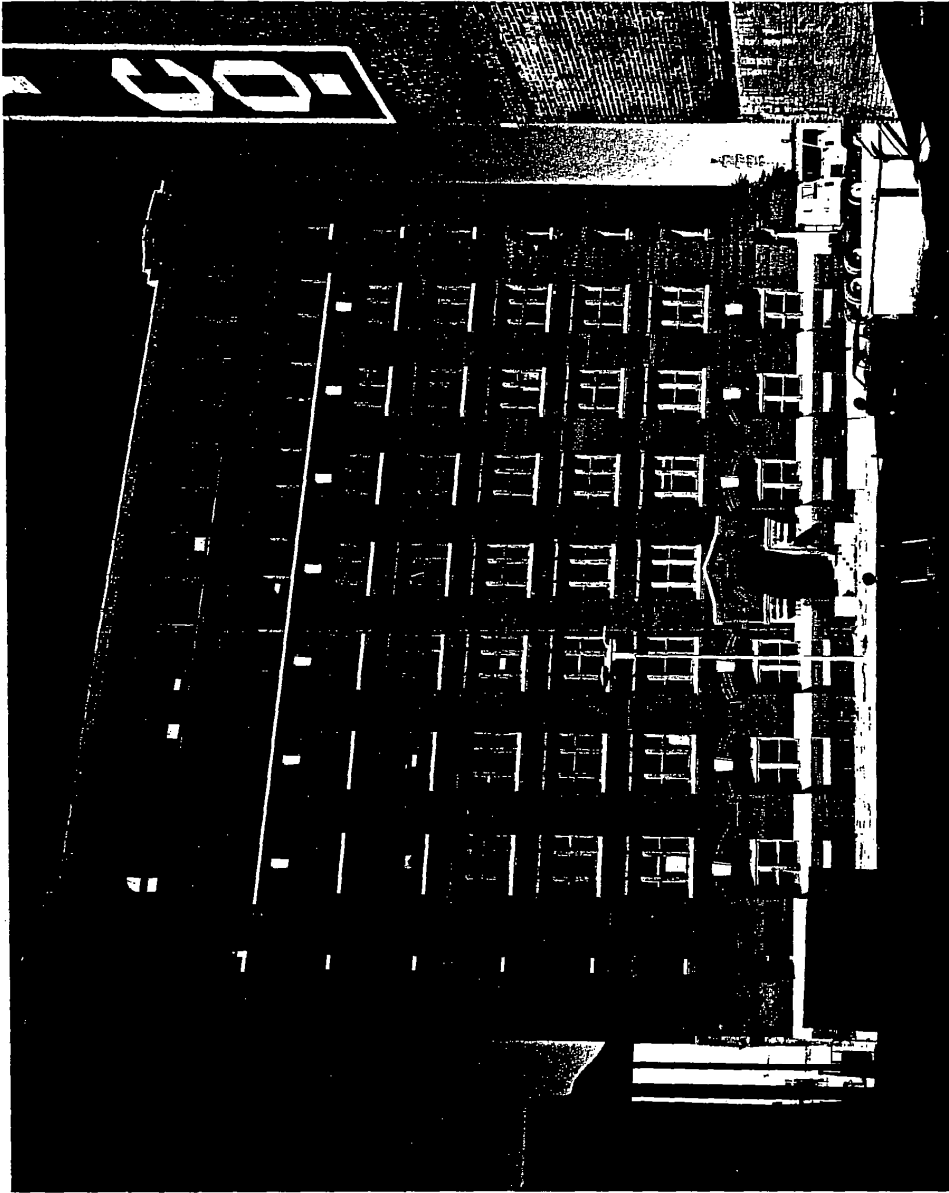


All window frames will be reconditioned or reconstructed to match existing. All window sash will be replaced with new jamb tracks and wood sash with profiles to match existing. Finishes will be compatible with historic finishes and colors. Four of the east facade basement windows have been removed and their openings sealed with a variety of masonry materials. The remaining three existing windows will be removed and their openings sealed with brick compatible with the existing in color and texture. This masonry will be held back from the facade to a distance equal to the window recess to express the former function of these openings.

The foregoing shall constitute the definition of the facades except to the extent same are to be modified by the Part II of the Historic Preservation Certification for the subject property as approved by the United States Department of the Interior National Park Service.



EXHIBIT B



11

SCHEDULE C

AFFIDAVIT

COUNTY OF WASHTENAW )  
 ) ss.  
STATE OF MICHIGAN

HERBERT M. SCHNEIDER, as individual general partner and as President and authorized officer of SCHNEIDER TEN, INC., a Michigan corporation, corporate general partner of FARNAM ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, and on behalf of said Partnership, after being first duly sworn makes this affidavit and does hereby state that the photograph set forth in Schedule B taken together with the technical and locational information also set forth therein accurately depicts and describes the exterior surface and nature of the Building as of the date of this Grant and of the date this Grant is first recorded in the land records of Douglas County, Nebraska.

FARNAM ASSOCIATES LIMITED PARTNERSHIP

Schneider Ten, Inc., General Partner

Herbert M. Schneider  
Herbert M. Schneider, President and  
Authorized Officer

Herbert M. Schneider  
Herbert M. Schneider, General Partner

Sworn to before me and subscribed in my presence by Herbert M. Schneider  
this 19<sup>th</sup> day of March 1987.



James J. Halada  
Notary Public in and for the County  
of Washtenaw, State of Michigan  
My commission expires: 2/6/90

