(Space above reserved for Recorder of Deeds certification)

Title of Document: Collateral Assignment of Rents, Leases and Profits

Date of Document: November 14, 2017

Grantor(s): Vecino Natural Bridge, LLC

Grantee(s): Springfield First Community Bank

Mailing Address: Springfield First Community Bank

2006 S. Glenstone Springfield, MO 65804

Legal Description:

See Exhibit "A" attached.

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COLLATERAL ASSIGNMENT OF RENTS, LEASES AND PROFITS

THIS COLLATERAL ASSIGNMENT OF RENTS, LEASES & PROFITS ("Assignment"), is made and entered into as of this 14th day of November, 2017, by Vecino Natural Bridge, LLC, a Missouri limited liability company, with its principal address at 305 W. Commercial Street, Springfield, MO 65803 (hereinafter referred to as the "Assignor") to and for the benefit of Springfield First Community Bank (hereinafter referred to as the "Lender").

SECTION 1 DEFINITIONS

As used herein, the following terms shall mean:

- 1.1 "<u>Deed of Trust</u>" means that Deed of Trust on the Premises (as defined below) securing the Note (as defined below) and all other Obligations (as defined below) from Assignor to Lender, and any amendments or modifications thereof.
- 1.2 "Guaranty" or "Guaranties" means any guaranty of payment, collection or performance by any person of the Leases or Rents (as both terms are defined below) and any obligations thereunder, and any amendments or modifications thereof.
- 1.3 "Leases" means Assignor's entire interest in and to any and all existing or future leases, sub-leases, rental agreements or tenancies, whether written or oral, now existing or hereafter coming into existence, which relate to the rental of lots or ground space within the Premises (as defined below) together with all extensions, renewals or modifications thereof.
- 1.4 "Loan Documents" shall mean all documents executed by Assignor in favor of Lender in connection with Lender's loan of \$25,820,097.00 to Assignor as evidenced by, among other things, the Note and all other documents executed by Assignor in favor of Lender with respect to any other extension of credit from Lender to Assignor.
- 1.5 "Note" means that Promissory Note of Assignor in the original principal amount of \$25,820,097.00 payable to Lender, and any amendments, extensions or renewals thereof, the terms of which are incorporated by reference herein.

1.6 "Obligations" means:

- (a) the payment of the principal amount, interest and all indebtedness evidenced by the Note as well as all other indebtedness which Assignor owes to Lender whether now existing or hereafter arising; and
- (b) the payment of all other sums, with interest thereon, becoming due and payable to the Lender under the provisions of this Assignment or the Loan Documents; and
- (c) the performance and discharge of each and every obligation, covenant, agreement or liability of the Assignor contained herein or in the Loan Documents.
- 1.7 "Premises" means all of the real property and any improvements thereto situated in the County of Douglas, State of Nebraska, more particularly described in Exhibit A, attached hereto and incorporated by reference herein.
- 1.8 "Rents" means all rents, income, profits, payments or benefits of any kind arising from the Leases together with all rent, income, profits or payments for the use, possession or occupation of all or any portion of the Premises or as a result of the use or lease of any personal property located on the Premises, whether such Rents accrue before or after any foreclosure by Lender on any collateral securing payment of indebtedness owed by Assignor or during any applicable redemption period. The term shall also include any payments made pursuant to any Guaranty.

SECTION 2 GRANT OF ASSIGNMENT

The Assignor, for good and valuable consideration, receipt of which is hereby acknowledged, hereby GRANTS, TRANSFERS AND ASSIGNS to Lender, the Assignor's entire interest in and to all Leases, Rents and Guaranties and Lender shall be entitled to receive all of the benefits and exercise all of the rights related to or arising therefrom in the same manner and to the same extent as Assignor. Assignor also grants to Lender a security interest in all of the foregoing.

This Assignment shall constitute a perfected, absolute and present assignment. So long as there shall exist no uncured Event of Default (as defined in the Construction Loan Agreement of even date herewith), the Assignor shall have the right to collect at the time of, but not more than one (1) month prior to, the date provided for the payment thereof, all Rents, and to retain, use and enjoy the same, provided however, Assignor shall establish in Assignor's name a deposit account with Lender and deposit therein all Rents. The security of this Assignment is and shall be primary and on a parity with the interest in the Premises conveyed by the Deed of Trust, and not secondary thereto.

SECTION 3 WARRANTIES OF ASSIGNOR

- 3.1 <u>Warranties With Respect to Leases, Rents and Guaranties</u>. The Assignor represents and warrants to Lender that:
- (a) the Assignor is the holder as lessor/landlord, of all leases, rental agreements and tenancies for each person and/or entity who occupies the Premises;
- (b) the Assignor is the sole owner of all Assignor's interest in the Leases, Rents and Guaranties, free and clear of all other liens and encumbrances, and has good right, title and interest in and to the Premises;
- (c) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever save as herein set forth;
 - (d) the Leases are not in default under any of the terms, covenants or conditions thereof;
- (e) no Rents reserved in said Leases have been assigned, waived, discounted, compromised or released;
- (f) Assignor has the right, power and authority under applicable law, under said Leases and Guaranties and otherwise to execute and deliver this Assignment and to keep and perform all of its obligations hereunder; and
 - (g) Assignor shall have a written and fully executed lease with each tenant of the Premises.

SECTION 4 COVENANTS OF ASSIGNOR

- 4.1 **Affirmative Covenants.** The Assignor covenants with the Lender:
- (a) to promptly and fully comply with, observe and perform all the obligations imposed upon or assumed by Assignor under the Leases;
- (b) to enforce and secure the performance of each and every obligation to be performed by the tenants under the Leases and not to do or permit to be done anything to impair the security thereof;

- (c) at the Lender's request, to assign and transfer to the Lender any and all subsequent Leases upon all or any part of the Premises should Lender believe same are not otherwise covered hereunder and to execute and deliver at the request of the Lender all such further assurances and assignments in the Premises as the Lender shall from time to time reasonably require;
- (d) to pay immediately, upon demand, all costs and expenses incurred by Lender under the authority of this Assignment, including, but not limited to, reasonable attorneys' fees, together with interest thereon at the applicable rate as set forth in the Note and the same shall be added to the indebtedness secured hereby;
- (e) until the Obligations are paid in full, to deliver to Lender executed copies of any and all Leases for any part of the Premises, which Lender may request;
 - (f) to provide a current rent roll on the Premises annually or as otherwise requested by Lender;
- (g) to make, execute and deliver unto Lender, upon written demand and at any time, any and all assignments and other instruments which Lender may reasonably request to further evidence the assignment of such Leases, Rents and Guaranties or that Lender may deem advisable for carrying out the true purposes and intent of this Assignment (the costs of preparation and recording of said instruments shall be paid by Assignor);
- (h) to warrant and defend the Leases, Rents and Guaranties against all adverse claims, whether now existing or hereafter arising;
- (i) to appear in and defend, at Assignor's sole cost and expense, any action or proceeding arising under, growing out of or in any manner connected with the Leases, Rents, Guaranties or this Assignment, and to pay all costs and expenses of Lender, including without limitation, reasonable attorneys' fees incurred by Lender in any such action or proceeding in which Lender shall appear unless such action or proceeding arises out of Lender's gross or willful negligence while said Premises are under Lender's control; and
- (j) in the event of a fire or other casualty affecting the Premises, and prior to restoration of the Premises, as provided for in said Leases, Assignor shall deliver to Lender an executed copy of the construction contract to repair said damage and a surety bond with a solvent corporation as surety which is licensed to do surety business in the State of Nebraska, which surety bond shall secure the construction of the improvements within a reasonable time, free of any liens and claims of contractors, subcontractors, laborers, materialmen and others, and such construction is to be affected by the Assignor, or upon Assignor's default, by the surety; said surety bond shall also indemnify Lender against and save it harmless from any and all liability, loss or damage which Lender may incur, including a reasonable attorney's fee, arising out of or connected with the razing and removal of buildings or improvements and the construction of new buildings or improvements.
- 4.2 <u>Negative Covenants</u>. The Assignor covenants with the Lender that Assignor shall not, without the prior written consent of Lender, which consent may not be unreasonably withheld:
- (a) borrow against, execute any other assignment of, or pledge Assignor's interest in the Leases, Rents or Guaranties, nor allow such assignment to occur by operation of law, nor subordinate the Leases to any Deed of Trust or other encumbrance (except those in favor of Lender) or permit, consent or agree to such subordination;
- (b) release or discharge the tenants' obligations under their respective Leases except in the normal course of business;
- (c) cancel or terminate Leases or accept a surrender thereof, except in the context of a residential lease, Assignor may do so without Assignee's consent if same is commercially reasonable given the circumstances;

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- (d) cancel or terminate any Guaranty, or suffer or permit to occur any release of liability of any guarantor under any such Guaranty;
- (e) execute any non-residential Lease relating to the Premises until the tenant and the form, terms and provisions of such Lease shall be consented to by Lender which consent shall not be unreasonably withheld. Assignor shall furnish Lender, at Assignor's expense, such information concerning such prospective tenants or the guarantors of said tenants as Lender may reasonably require;
- (f) subject to the terms of the Loan Documents, convey fee title to the Premises, or any portion thereof, to any person, including but not limited to any tenant;

SECTION 5 DEFAULT AND REMEDIES

- 5.1 **Default.** Assignor shall be deemed to be in "Default" hereunder in the event that:
- (a) Assignor shall fail to perform any of its obligations or undertakings hereunder and such default has not been cured within thirty (30) days after written notice thereof from Lender to Assignor, or any of the representations and warranties contained herein shall be materially untrue, inaccurate or misleading; or
- (b) any default has occurred pursuant to the terms of the Deed of Trust, the Note, or any other of the Loan Documents, either prior to the date of this Agreement, or hereafter, and such default has not been cured within the applicable cure period, if any.
- 5.2 <u>Default Under Loan Documents</u>. Any Default under this Assignment shall, at the sole option of Lender, constitute and be deemed to be a default under the terms of any other Loan Document, entitling Lender to each and every right, power, and remedy contained in such other Loan Documents in the event of a default thereunder.
- 5.3 <u>Remedies.</u> Upon or at any time after the occurrence of a Default, the Lender may, at its option without notice and without regard to the adequacy of the security for the Obligations secured hereby and by the Loan Documents:
- (a) declare all indebtedness secured hereby or by the Loan Documents immediately due and payable;
- (b) revoke the privilege granted Assignor hereunder to collect the Rents, and take any and all actions necessary and proper to cause the tenants to pay any and all Rents to Lender, Lender's agent or a receiver;
- (c) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as the Lender may deem proper;
- (d) cancel, enforce or modify the Leases, and fix or modify Rents, obtain or evict tenants and do any acts which Lender deems proper to protect the security hereof;
- (e) institute and carry on in Assignor's name all actions and proceedings deemed necessary for the recovery of possession or protection of all or any portion of the Premises and either with or without taking possession of said Premises and demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid;
- (f) make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Lender;

(g) to apply such Rents to the payment of:

- (i) all expenses of managing the Premises, including, without limiting the generality of the foregoing, (i) the salaries, fees and wages of a managing agent and such other employees as the Lender may deem necessary, (ii) all expenses of operating and maintaining the Premises, including, without limiting the generality of the foregoing, all taxes, charges, claims, assessments, utilities, water rents, sewer rents, insurance and any other liens which the Lender may deem necessary or desirable, and (iii) the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises, and
- (ii) the principal sum, interest and indebtedness secured hereby and by the Loan Documents, together with all costs and attorneys' fees, in such order of priority as the Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.
- (h) take or release other security for the Obligations, release any party primarily or secondarily liable therefore and may apply any other security held by it to the satisfaction of such Obligations without prejudice to any of its rights under this Assignment (Lender shall have the same rights even if there is no Default);
- (i) take any and all actions necessary and proper to assign, convey or sell all right, title and interest of Lender in and to all of the Leases, Rents and Guaranties, to any person, either in connection with a foreclosure on the Premises or otherwise;
- (j) give notice to Assignor that Rents are to be paid against the Obligations, and thereafter, Assignor shall hold all further Rents received solely for Lender and shall forthwith account for and transmit such Rents to Lender in the form received by Assignor, and Assignor shall not, in that event, commingle such funds with any funds of Assignor. Any Rents which accrue prior to a Default but are paid thereafter shall also be paid to Lender.

Nothing contained in this Assignment and no act done or omitted by the Lender pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Lender of its rights and remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Lender under the terms of the Loan Documents. The right of the Lender to collect the Obligations and to enforce any other security therefor held by it may be exercised by the Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The exercise by the Lender of the options granted it in this Section, the collection of any Rents, and the application thereof as herein provided shall not be considered a waiver of any Default by the Assignor under this Assignment or any other Loan Documents.

SECTION 6 LIABILITY OF LENDER

The Lender shall not be liable for any loss sustained by the Assignor or any other person resulting from the Lender's failure to let the Premises after Default nor from any other act or omission of the Lender in managing the Premises after Default nor in exercising any of the rights or powers granted to Lender hereunder or under any Loan Documents, unless such loss in caused by Lender's willful misconduct, bad faith or gross negligence. The Lender shall not be obligated to perform or discharge, nor does the Lender hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this Assignment. The Assignor shall, and does hereby agree, to indemnify the Lender for, and to hold the Lender harmless from, any and all liability, loss or damage which may be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases unless such liability, loss or damage is the direct result of Lender's willful misconduct or gross negligence. Should the Lender incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount of such liability, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and the Assignor shall reimburse

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the Lender therefor immediately upon demand. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon the Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Lender responsible or liable for any waste committed on the Premises by the tenants or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss, injury or death to any tenant, licensee, employee or stranger.

SECTION 7 RELIANCE BY TENANTS AND GUARANTORS

Upon a Default hereunder, Lender or any receiver appointed hereunder is hereby authorized to so notify any tenant or guarantor in writing of the Default and of its claims and rights hereunder. The tenants under the Leases and any guarantor under any Guaranty are hereby irrevocably authorized and directed to recognize the claims of Lender or any receiver appointed hereunder without investigating the reason for any action taken by Lender or such receiver, or the validity or the amount of indebtedness owing to Lender, or the existence of any Default, or the application of any Rents collected to be made by Lender or such receiver. Assignor hereby irrevocably directs and authorizes the tenants and any guarantors to pay to Lender or such receiver, all sums due under the Leases or Guaranties and consents and directs that said sums shall be paid to Lender or such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a Default has occurred or that Lender is entitled to exercise its rights hereunder, and to the extent such sums are paid to Lender or such receiver, Assignor agrees that the tenant and any guarantor shall have no further liability to Assignor for the same. Tenants and guarantors are hereby authorized to act in accordance with the terms of this Assignment upon receipt of written notice from Lender of its election to exercise its rights as set forth herein. The sole signature of Lender or any receiver shall be sufficient for the exercise of any rights under this Assignment, Checks for all or any part of the Rents collected under this Assignment shall, upon notice from Lender or such receiver, be drawn to the exclusive order of Lender or such receiver and be delivered directly to the Lender or such receiver.

SECTION 8 ATTORNEY IN FACT

Assignor hereby irrevocably appoints Lender and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Lender may deem necessary to make this Assignment and any further assignment effective, including, without limiting the generality of the foregoing, the right to endorse on behalf and in the name of Assignor all payments of Rents that are made payable to Assignor.

SECTION 9 MISCELLANEOUS

- 9.1 <u>Mortgagee in Possession</u>. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Lender a mortgagee in possession.
- 9.2 <u>Security Deposit</u>. Upon Assignor's Default and upon written demand by Lender, Assignor agrees to transfer to Lender any security deposits held by Assignor under the terms of any of the Leases, subject to the rights of tenants in and to such security deposits. Assignor agrees that such security deposits shall be held by Lender, but shall become the absolute property of Lender under any circumstances where Lender exercises its remedies hereunder, to be applied in accordance with the provisions of the respective Leases. Until Lender makes such demand and the deposits are paid over to Lender in cash, Lender assumes no responsibility to any tenant for any such security deposit.
- 9.3 <u>Payment of Obligations</u>. Upon payment in full of the Obligations secured hereby and by the Loan Documents, this Assignment shall become and be void and of no effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Lender showing any part of said Obligations to remain unpaid shall

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constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. Subject to the terms of the Loan Documents, the rights and powers of Lender hereunder shall continue and remain in full force and effect until all Obligations are satisfied in full, and shall continue after commencement of any foreclosure action and until expiration of any period of redemption if Lender is the purchaser at such sale.

- 9.4 <u>Successors and Assigns</u>. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon Assignor and Assignor's successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. As used herein, the words "successors and assigns" shall be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment and the assigns or successor in interest of any other entity who is a party to this Assignment.
- 9.5 <u>Controlling Documents</u>. In case of any conflict between the terms of this instrument and the terms of the Deed of Trust, the terms of this Assignment shall prevail. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of leases, rents or guaranties contained in the Deed of Trust.
- 9.6 <u>State Law.</u> This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Missouri without regard to its conflict of law provisions. This Assignment is expressly declared to be a Missouri contract, and Assignor declares that the Loan secured hereby is for business and commercial purposes and no land securing said Loan is for agricultural use.
- 9.7 <u>Prior Written Consent</u>. Any action taken by Assignor without the prior written consent of Lender, where such consent is required under the terms of this Assignment, may at the sole option of Lender be deemed to be null and void and of no effect and to constitute a Default hereunder.
- 9.8 <u>Severability</u>. It is the intent of this Assignment to confer upon Lender the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions contained herein unenforceable or invalid. Any provisions found unenforceable or invalid shall be severable from this Assignment.
- 9.9 <u>Amendment</u>. This Assignment and the Loan Documents shall be considered the entire agreement between the parties. This Assignment can be amended only in writing signed by Assignor and Lender.
- 9.10 <u>Notice</u>. Any notice required to be made or given to either party under this Assignment shall be deemed sufficient if sent to such parties' address as set forth below, and shall be deemed given (i) on the date of delivery only if delivered by a commercial overnight courier service, with confirmation of receipt and costs prepaid, or (ii) on the earlier of the date of receipt or three days after deposit in the United States mail if sent by certified or registered mail, return receipt requested and postage pre-paid.

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ADDRESSES FOR NOTICES:

IF TO LENDER:

Springfield First Community Bank 2006 S. Glenstone Springfield, MO 65804

IF TO ASSIGNOR:

Vecino Natural Bridge, LLC 305 W. Commercial Street Springfield, MO 65803 9.11 <u>Acceptance of Assignment</u>. This Assignment shall be deemed to be and shall become effective upon the execution hereof by Assignor and delivery of the same to Lender. It shall not be necessary for Lender to execute any acceptance hereof or otherwise signify or express its acceptance hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has executed this Assignment on the day and year first above written.

LENDER: SPRINGFIELD FIRST COMMUNITY BANK	ASSIGNOR: VECINO NATURAL BRIDGE, LLC, a Missouri limited liability company
By: Rebecca S. Scorse, Chief Lending Officer	By: Vecino Student, LLC, a Missouri limited liability company, member By: Tim Roth, Manager
	By: Natural Bridge Investors, LP, a Missouri limited partnership, member
	By: Matt O'Reilly, CEO and Authorized Partner
STATE OF MISSOURI) ss	

On this day of November, 2017, personally appeared before me **Rebecca S. Scorse**, to me personally known who, being by me duly sworn, did say that she is a Chief Lending Officer of Springfield First Community Bank, and acknowledged that she executed the foregoing instrument as the free act and deed of Springfield First Community Bank in her capacity as Chief Lending Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

KAREN K. LANE
Notary Public – Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Nov. 22, 2017
Commission #13400504

COUNTY OF GREENE)

Larce

Print Name

My Commission expires:

My Commission is in Christian County.

Place notary stamp in box above in black ink and press firmly.

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STATE OF MISSOURI)
) s
COUNTY OF GREENE)

On this day of November, 2017, personally appeared before me **Tim Roth**, to me personally known who, being by me duly sworn, did say that he is the Manager of Vecino Student, LLC, a Member of Vecino Natural Bridge, LLC and acknowledged that he executed the foregoing instrument as the free act and deed of Vecino Student, LLC in his capacity as Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

KAREN K. LANE lary Public – Notary Seal STATE OF MISSOURI Christian County

My Commission Expires Nov. 22, 2017 Commission #13400504

Notary Public

Karen K. Lane

Print Name

My Commission expires;

My Commission expires; My Commission is in

Place notary stamp in box above in black ink and press firmly.

STATE OF MISSOURI COUNTY OF GREENE)

On this $\frac{1}{\sqrt{2}}$ day of November, 2017, personally appeared before me Matt O'Reilly, to me personally known who, being by me duly sworn, did say that he is the CEO and Authorized Partner of Natural Bridge Investors, L.P., a Member of Vecino Natural Bridge, LLC and acknowledged that he executed the foregoing instrument as the free act and deed of Natural Bridge Investors, L.P. in his capacity as CEO and Authorized Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

JESSICA PEARSON Notary Public, Notary Seal State of Missouri Greene County Commission #_1495]175

My Commission expires: Dec 23, 2018

My Commission is in Interno County.

Place notary stamp in box above in black ink and press firmly.

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EXHIBIT A Legal Description

Parcel A:

Lots 5, 6, 7 and 8 in Block 183½ in the original City of Omaha as surveyed and lithographed in Douglas County, Nebraska; together with the North 38 feet of vacated Nicholas adjoining on the South, the East 17 feet of vacated 20th Street adjoining on the West, the West 17 feet of vacated 19th Street adjoining on the East; and together with the South ½ of that part of the vacated alley adjoining Lots 7 and 8 on the North.

Except that part thereof taken by the City of Omaha and more particularly described as follows:

Beginning at a point located 17 feet East and 38 feet South of the Southeast corner of said Lot 8, said point being in the intersection of the West right-of-way line of Florence Boulevard and the North right-of-way line of Nicholas Street; thence Westerly along the existing North right-of-way line of Nicholas Street a distance of 5.00 feet; thence Northeasterly a distance of 7.07 feet to a point on East right-of-way line of Florence Boulevard; thence Southerly along said East right-of-way line of Florence Boulevard a distance of 5.00 feet to the point of beginning.

And except that part thereof conveyed to the City of Omaha described as follows:

Beginning 17.00 feet West and 38.00 feet South of the Southwest corner of said Lot 5; thence North a distance of 5.94 feet along the existing East right-of-way of N 20th Street; thence Southeasterly a distance of 10.26 to a point on the existing North right-of-way of Nicholas Street; thence West a distance of 8.40 feet along said existing North right-of-way to the point of beginning.

Parcel B:

Lots 1, 2, 3 and 4 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the West 14 feet of vacated 19th Street abutting Lot 1 on the East; and together with the North ½ of vacated alley adjoining on the South.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 1; thence South 132.00 feet along the West right-of-way of Florence Boulevard to a point on the South line of said Lot 1 extended East; thence West 5.00 feet along said South line extended; thence North 132.00 feet to a point on the South right-of-way of Nicholas Street; thence East 5.00 feet along said South right of way to the point of beginning.

Parcel C:

Lots 5, 6, 7 and 8 in Block 195½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; also a strip of ground described as follows: Commencing at the Southwest corner of Lot 5 in Block 195½ in the City of Omaha; thence East 278 feet; thence South 10 feet; thence West 278 feet; thence North 10 feet to the place of beginning, being a part of Izard Street vacated; also a strip of ground described as follows: Commencing at the Northeast corner of Lot 8 in said Block 195½ in said City of Omaha; running thence South 132 feet; thence East 14 feet; thence North 132 feet; thence West 14 feet to the place of beginning, being a part of 19th Street vacated; and together with the South ½ of vacated alley adjoining on the North.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet East of the Northeast corner of said Lot 8; thence South 142.00 feet along the West right-of-way of Florence Boulevard to the North right-of-way of Izard Street; thence West 6.00 feet along

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said North right-of-way; thence North 142.00 feet to a point on the North line of said Lot 8 extended East; thence East 6.00 feet along said North line extended to the point of beginning.

Parcel D:

Lots 1, 2, 3 and 4 in Block 196½ in the original City of Omaha, as surveyed and lithographed in Douglas County, Nebraska; together with the East 14 feet of vacated 19th Street abutting Lot 4 on the West.

Except that part thereof conveyed to the City of Omaha described as follows:

Beginning 14.00 feet West of the Northwest corner of said Lot 4; thence East a distance of 18.36 feet along the existing South right-of-way of Nicholas Street; thence Southwesterly a distance of 24.09 feet to a point on the existing East right-of-way of Florence Boulevard; thence North a distance of 15.49 feet along said existing East right-of-way to the point of beginning.

Parcel E:

The North 25 feet of Lot 12, Block 6, Horbach's Second Addition, an addition to the city of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.