




DEED 2004006298



JAN 15 2004 10:48 P 5

Nebr Doc Stamp Tax
1/15/04
Date
\$ 175.00
By <i>lmj</i>

Prepared by: LOWE'S HOME CENTERS, INC.
P.O. Box 1111
N. Wilkesboro, Wilkes County, NC 28656
Attn: Property Management (REO)

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
1/15/2004 10:48:36 AM

2004006298

Property Tax ID Number: _____
EIN of Grantee: _____

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 8 day of January 2004, by and between **LOWE'S HOME CENTERS, INC.**, a North Carolina corporation, whose address is Box 1111, N. Wilkesboro, NC 28656, hereinafter party of the first part or Grantor; and Larry and Carol Miller 212 S. 74th Street, Suite 202, Omaha, NE 68114, hereinafter party of the second part or Grantee.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, hereby grants, bargains, conveys and sells to the party of the second part, its successors and assigns forever, the following described property, situate, lying and being in Douglas County, Nebraska (the "Property"):

See Exhibit "A" attached hereto and by this reference made apart hereof.

SUBJECT TO the matters expressly set forth on attached Exhibit "B" made a part hereof, and the use restrictions on attached Exhibit "C" made a part hereof, party of the first part will warrant and forever defend the right and title to the real property conveyed herein unto the party of the second part, its successors and assigns, against all persons claiming by, through or under party of the first part, but not otherwise.

TO HAVE AND TO HOLD unto the party of the second part, its successors and assigns, together with all of the rights, easements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by its Senior Vice President and caused its corporate seal to be hereto affixed, the day and year first above written.

Deed

5/11

FEE	<u>25.50</u>	FB	<u>79-23142</u>
BKP		C/O	
REL	<i>gr</i>	SCAN	
		FV	

1431015429

2A ALC 0351016058

Signed and Sealed in Our Presence:

Neal C. Hamilton

NEAL C. HAMILTON

Typed or Printed Name of Witness

Beth M. Smithery

Beth M. Smithery

Typed or Printed Name of Witness

LOWE'S HOME CENTERS, INC.

By: *David E. Shelton*

David E. Shelton
Senior Vice President
Real Estate / Engineering & Construction

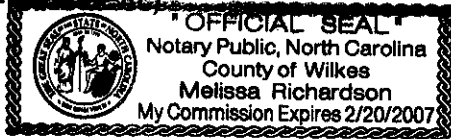
MSH
fe3

(CORPORATE SEAL)

STATE OF NORTH CAROLINA)
COUNTY OF WILKES)

The foregoing instrument was acknowledged before me this 8 day of January 2004, by David E. Shelton, Senior Vice President of LOWE'S HOME CENTERS, INC., a North Carolina corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

(OFFICIAL SEAL)



Melissa Richardson
Notary Public, State of North Carolina
My commission expires: 2/20/2007

EXHIBIT A

Lot 6, Lowe's of Omaha, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County Nebraska

EXHIBIT B

This deed is made subject to ⁽ⁱ⁾ any zoning, restrictions, prohibitions or other requirements imposed by governmental authority, ⁽ⁱⁱ⁾ the lien of ad valorem taxes for the current and subsequent years, and ⁽ⁱⁱⁱ⁾ any exceptions, encumbrances, restrictions, easements or qualifications shown on a recorded plat or that would be disclosed by a current American Land Title Association ("ALTA") survey of the property.

EXHIBIT C

For a period of twenty (20) years from the date of recordation of the Deed, Grantee, its successors and assigns, shall not use or permit the occupancy or use of any space upon the Property for the purposes set forth herein and shall not use or permit the occupancy or use of any space upon any adjoining real property that makes use of the Property for access, parking or as part of a larger unified development for the purposes set forth herein, said purposes as follows:

- (a) Paint Store;
- (b) Appliance Store;
- (c) Home Electronics Store;
- (d) Lawn and Garden Store;
- (e) Hardware Store;
- (f) Lumber Yard;
- (g) Decorating Center (floor and/or wall coverings);
- (h) Building Supply Center;
- (i) Home Improvement Center; and
- (j) Home Improvement Warehouse.

The above restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the categories of merchandise commonly sold by the above referenced types of businesses. The above restrictions are a material part of the consideration and shall be binding upon the Property described herein. Nevertheless, none of the above restrictions shall apply to any future use by Seller, as Grantor in the deed, in the event Seller shall obtain future interest in the Property. The Deed incorporating these restrictions shall be recorded as a part of and simultaneously with the Closing.