



MISC Inst. # 2021132806, Pg: 1 of 15 Rec Date: 10/07/2021 11:39:36.617  
Fee Received: \$94.00 Electronically Recorded By: PN  
Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

### RESTRICTION, OPERATION AND EASEMENT AGREEMENT

THIS RESTRICTION, OPERATION AND EASEMENT AGREEMENT (this "Agreement") is made by and between **OMAHA MALL REALTY HOLDING, LLC**, an Alabama limited liability company ("OMRH"), and **TRIPLE PLAY VENTURES, LLC**, a Nebraska limited liability company ("TPV"), with reference to the following facts:

WHEREAS, TPV is the owner of the real property situated in the City of Omaha, Douglas County, Nebraska, consisting of the parcel legally described on Exhibit A attached hereto and made a part hereof ("TPV Lot"), and OMRH is the owner of the adjoining real property described on Exhibit B attached hereto and made a part hereof (collectively, the "OMRH Lot"); and

WHEREAS, TPV and OMRH desire to establish certain covenants, conditions and restrictions with respect to and for the benefit of the Parcels and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, OMRH and TPV hereby establish, declare, covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, TPV and OMRH on their behalf and their successors and assigns covenant and agree as follows:

1. **Definitions.** For purposes hereof:

(a) The term "Common Areas" shall mean those portions of the Parcels intended for the non-exclusive use of a Parcel, which may be either unimproved or improved such as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar non-exclusive exterior site improvements.

(b) The term "Mall" shall mean Oakview Mall, which includes the OMRH Lot and the TPV Lot. The term "Permittees" shall mean the Tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such Tenant(s) or occupant(s).

(c) The term "Owner" or "Owners" shall mean TPV and OMRH and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(d) The term "Parcel" or "Parcels" shall mean the TPV Lot and the OMRH Lot, and any permitted future subdivision(s) of either.

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**2. Maintenance; Utilities; Modification of Mall.**

2.1 Maintenance. Each Owner covenants to keep and maintain, at its sole cost and expense, the improvements located from time to time on its respective Parcel in good order, condition and repair, and in full compliance with all applicable laws and regulations. OMRH covenants to keep and maintain, at its sole cost and expense, the Common Areas on the OMRH Parcel, and TPV covenants to keep and maintain, at its sole cost and expense, the Common Areas on the TPV Parcel, in good order, condition and repair, and in full compliance with all applicable laws and regulations. Notwithstanding the foregoing, in the event an Owner or a Permittee causes any damage to or destruction of the improvements and/or Common Areas on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, within a reasonable period following such damage or destruction, but in no event more than ten (10) days thereafter, commence the repair, restoration and rebuilding of such improvement and/or Common Areas to its condition prior to such damage or destruction (or with such changes (i) as are approved by the other Owner, (ii) that retain the structural integrity of the improvements, and (iii) that do not otherwise conflict with this Agreement), with all such repair, restoration, or rebuilding completed to then current engineering and design standards and within a commercially reasonable time thereafter.

2.2 Utilities. The Owner of the TPV Lot shall reimburse the Owner of the OMRH Lot for metered water and sewer usage for the TPV Lot at the prevailing rates charged by the applicable utility companies to the extent that the same are not separately metered and/or cannot be billed to the Owner of the TPV Lot. Payment of such reimbursement shall be made within thirty (30) days after receipt by the Owner of the TPV Lot of demand therefor accompanied by a copy of the bill(s) for such utilities.

2.3 Modification of Mall. TPV acknowledges and agrees that the Owner of the TPV Lot shall have no right to approve, consent to or otherwise object to the development or redevelopment, or the use, of the Mall (other than the TPV Lot), except the Owner of the OMRH Lot shall not permanently modify that the driveways bordering the TPV Lot so as to materially, adversely affect access to the TPV Lot.

**3. Restrictions; Subdivision.**

3.1 TPV Parcel Prohibited Uses. None of the following uses shall be permitted and none of the following business shall be operated on the TPV Lot without the written consent of the Owners of all Parcels (collectively, the "Prohibited Uses"):

- (a) pawn shop;
- (b) head shop, electronic cigarette shop, or store selling marijuana;
- (c) payday loan or check cashing provider;
- (d) funeral home or mortuary;
- (e) flea market;
- (f) tattoo parlor or body piercing establishment;
- (g) theater;
- (h) adult video store and adult book store;
- (i) adult entertainment club;
- (j) place of betting, gambling, bingo, or other gaming;

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- (k) self-service laundry facility;
- (l) on-site dry cleaner;
- (m) hotel, motel, or other place of residence;
- (n) car wash, auto body shop, auto rental business, or junk yard;
- (o) manufacturing operation;
- (p) a government-owned or operated healthcare clinic;
- (q) abortion clinic, including any business or enterprise (whether or not for profit) related to or affiliated with Planned Parenthood; or
- (r) anything constituting a public or private nuisance.

3.2 OMRH Lot Prohibited Use. For so long as the Lease is in full force and effect and the Tenant is open and operating on the Property, the OMRH Lot shall not be used in violation of any exclusive use granted to Tenant under the Lease, as such Lease exists as of the date hereof.

3.3. Further Subdivision. Subject to the satisfaction of all requirements imposed by, and the receipt of all approvals from, any governmental body to do so, the TPV Lot or the OMRH Lot may be subdivided or otherwise reconfigured by its Owner. The Owner of any subdivided or reconfigured parcel shall immediately become and remain subject to the duties, obligations and liabilities with respect to the other subdivided or reconfigured parcels within the Parcel so subdivided or reconfigured and, with respect to the other Parcel(s) shall have the rights and benefits of this Agreement as though such reconfigured parcel had been originally described herein. Further, the Owner of each such subdivided or reconfigured parcel shall be relieved of any further obligation hereunder with respect to that portion of the Parcel so subdivided or reconfigured not owned by it and shall continue to be obligated to the other Owners hereunder only with respect to that portion of the original Parcel it retains. In the event of any subdivision of the TPV Lot or the OMRH Lot, the Owner of the largest subdivided parcel shall be deemed the "Owner of the TPV Lot Parcel" or the "Owner of the OMRH Lot" for purposes of obligations set forth in this Agreement.

#### 4. Easements.

4.1 Reciprocal Utility Easements. To the extent that any water, gas, steam, electric, sewer, telephone, and other utility equipment, systems, lines, pipes, ducts, conduits, wires, equipment and installations (collectively, the "Utility Facilities") of third party utility providers servicing the a Parcel (collectively, the "Third Party Utilities") may from time to time be located on, over, under, through or across portions of the other Parcel (the "Utility Easement Area"), the party owning the Parcel on which the Utility Easement Area is located hereby grants unto the other and its grantees, successors, and assigns, for the use and benefit of the such Parcel, a perpetual, non-exclusive appurtenant easement (the "Utility Easement") and right to connect to, repair, maintain and make use of such Utility Facilities which may from time to time be on, over, under, through or across the Utility Easement Area, but only in accordance with applicable laws and regulations and the requirements of the applicable entities which regulate said Third Party Utilities. To the extent that any Utility Facilities not in place as of the date hereof are desired by the owner of a Parcel to be added to, removed from or relocated on the Parcel of the other Owner, such Utility Facilities shall be located and used in such a manner that does not materially, adversely affect the then-existing uses and operations located on the Parcel on which the same will be located

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and the cost of addition, removal and/or maintenance thereof, as well as any work necessary to return the Parcel to its condition prior to such addition, installation or maintenance, shall be borne by the party seeking the same.

4.2 Reciprocal Storm Water Detention and Retention Easements. The Owner of each Parcel hereby grants to the other, and its grantees, successors, and assigns, for the use and benefit of the such other Owner's Parcel: (i) a perpetual, non-exclusive appurtenant easement in, on, over, under, across and through any detention basins existing on such Parcel (collectively, the "Detention Basin Easement Areas"), for the purpose of constructing, installing, operating, maintaining, repairing and replacing lines, conduits, drainage facilities, inlets and outlets, structures, storm sewers and related or similar facilities (together, the "Drainage Facilities") serving all or a part of the grantee Owner's Parcel, including but not limited to existing mains, lines and service connections, related to detention, retention and flow of storm water; and (ii) irrevocable, non-exclusive and perpetual easements in, over, under and across the Detention Basin Easement Areas for the purpose of draining, discharging into and detaining therein storm water collected from the grantee Owner's Parcel, as now or hereafter developed or improved, including, but not limited to, (A) draining and discharging storm water collected on the grantee Owner's Parcel into the Drainage Facilities, and (B) transmitting that storm water through the Drainage Facilities and discharging same into the Detention Basins.

4.3 Access and Parking. Each of OMRH and TPV grant to the other, and its Permittees, for the use and benefit of such other Owner's Parcel, an easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the exterior Common Areas of the Parcels, as they exist from time to time, so as to provide for the passage and parking of motor vehicles and passage of pedestrians between all portions of the exterior Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels.

5. Remedies. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure or otherwise. If any Owner fails to fulfill any obligation in the manner required by this Agreement (herein a "Defaulting Owner"), any other Owner (the "Innocent Owner") may notify such Defaulting Owner of such default (the "Default Notice"), specifying with particularity the manner in which such Defaulting Owner has defaulted. If such breach is not corrected within thirty (30) days after receipt of the Default Notice (or if such breach is such that it cannot be corrected within thirty (30) days, if the Defaulting Owner does not commence the correction of such breach promptly and diligently prosecute the correction to completion thereafter) (the "Defaulting Owner Cure Period"), then any Innocent Owner shall thereafter have the right (but not the obligation) to remedy the default specified in the Default Notice and seek and recover its costs of doing so from the Defaulting Owner. In such

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circumstances, the Defaulting Owner shall reimburse the Innocent Owner for all reasonable and properly documented expenses incurred by the Innocent Owner to rectify such default within fifteen (15) days after the Defaulting Owner receives written documentation detailing each of the expenditures incurred and paid by such Innocent Owner (the "Default Expenses"). If the Default Expenses are not paid within fifteen (15) days of receipt by the Defaulting Owner (i) the amount of the Default Expenses shall bear interest at the rate of ten percent (10%) per annum from the date such expenditures were paid by the Innocent Owner, until the date paid by the Defaulting Owner; and (ii) the Innocent Owner rectifying such default shall thereafter be authorized to file a lien in the amount of the Default Expenses and any accrued interest on the Defaulting Owner's Parcel from and after the end of the Defaulting Owner Cure Period (which lien shall be subordinate to any mortgage on such Parcel unless notice of such lien has been recorded in the Douglas County, Nebraska Official Records prior to the recording of such mortgage). It is the intent of the parties that such lien shall be inferior and subordinate to the lien of any valid mortgage now existing or which may hereafter be placed on said property securing the payment of a loan. The parties agree that the respective Permittees of the TPV Lot Owner and the OMRH Lot Owner are each intended as third-party beneficiaries of this Agreement, shall have the same rights and remedies as an Owner with respect to any default by any other Owner under this Agreement, and may enforce this Agreement in the same manner as that Owner. Any person authorized by this Agreement to enforce the remedies provided for in this paragraph shall also be entitled to recover expenses it incurs to prepare, record and release any lien for Default Expenses.

6. **Term.** This Agreement shall be effective commencing on the date of recordation of this Agreement in the Douglas County, Nebraska Official Records and shall remain in full force and effect thereafter for fifty (50) years, unless this Agreement is modified, amended, canceled or terminated by a fully executed and written instrument signed by all of the then record Owners of all Parcels and recorded in the Douglas County, Nebraska Official Records. At the conclusion of the fifty (50) year period, this Agreement shall be automatically renewed for successive ten (10) year periods unless all of the Owners agree in writing to terminate this Agreement by a written and recorded instrument as stated above.

7. **Effect on Declaration and Other Documents of Record/Conflict.** OMRH and TPV acknowledge and agree, on their behalf as well as their successors and assigns, that certain rights and obligations (collectively, the "Rights and Obligations") with respect to the Parcels are set forth in documents of record including, but not limited to, that certain Amended and Restated Reciprocal Easement and Operating Agreement by and between Center Road Retail Developers Limited Partnership, Construction Developers Incorporated, Dillard Department Stores, Inc., Younkers, Inc., and J.C. Penney Properties, Inc., dated as of June 30, 1992 and filed July 1, 1992 in Book 1019 at Page 240, as the same may have been amended of record (collectively, the "Record Documents"), to which Record Documents OMRH and TPV agree to be bound. This Agreement is intended to either clarify and add detail to relevant Rights and Obligations, or to grant and accept additional Rights and Obligations, but, in either case, only with respect to the relationship between the TPV Lot and the OMRH Lot and their respective Owners. In the event that any provision of this Agreement directly conflicts with any Record Document affecting the OMRH Lot and the TPV Lot, as between the Owners of the OMRH Lot and TPV Lot only, the provisions of this Agreement shall prevail.

8. **Miscellaneous.**

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8.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

8.2 Amendment. This Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Parcels.

8.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

8.4 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

8.5 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

8.6 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

8.7 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the parties are as follows:

If to OMRH:                      Omaha Mall Realty Holding, LLC  
   c/o Kohan Retail Investment Group  
   Attn: Mike Kohan  
   1010 Northern Boulevard, Ste. 212  
   Great Neck, NY 11021  
   E-mail: mikekohen@yahoo.com

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With copy to: Felix B. Reznick  
323 Sunny Isles Boulevard, 7<sup>th</sup> Floor  
Sunny Isles, Florida 33160  
Email: freznick@reznicklaw.com

and

Thomas A. FitzSimmons, Esq.  
Singerman, Mills, Desberg & Kauntz Co., L.P.A.  
3333 Richmond Road, Suite 370  
Cleveland, Ohio 44122  
Email: [tfitzsimmons@smdklaw.com](mailto:tfitzsimmons@smdklaw.com)

If to TPV: Triple Play Ventures, LLC  
Attn: Ryan Funke  
4201 Lowell Circle  
Lincoln, NE 68502

With copy to: Jeffrey P. Galyen  
Galyen Boettcher Baier PC, LLO  
PO Box 1623  
Norfolk, NE 68701

8.8 Governing Law. The laws of the State of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Agreement.

8.9 Estoppel Certificate. Any Owner may, at any time and from time to time, in connection with the sale, leasing or transfer of the Owner's Parcel or in connection with the financing or refinancing of the Owner's Parcel by bona fide mortgage, deed of trust or sale-leaseback made in good faith and for value, deliver written notice to the other Owners requesting such Owners to execute certificates certifying that to the best knowledge of the other Owners (a) the requesting Owner is not in default in the performance of its obligations under this Agreement, or, if in default, to describe therein with specificity the nature and amount of any and all defaults, and (b) confirming that this Agreement has not been amended (or if so, identifying the amendments), and is in full force and effect, and (c) confirming that there are no amounts owed by or liens filed with respect to such Owner or such Owner's Parcel. Each Owner receiving such request shall execute and return such certification within twenty (20) days following the receipt of such request.


[Signature pages follow]

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IN WITNESS WHEREOF, OMRH and \_\_\_\_\_, as the owners of the OMRH Lot and the \_\_\_\_\_ Lot, have caused this Agreement to be executed as of the day and year first above written.

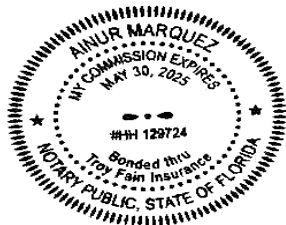
**OMRH:**

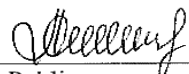
OMAHA MALL REALTY HOLDING LLC,  
a Nebraska limited liability company

  
\_\_\_\_\_  
Felix B. Reznick, Authorized Representative

STATE OF FLORIDA )  
COUNTY OF Pinellas ) ss:

On the 30 day of September the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared, **FELIX B. REZNICK**, Manager of **OMAHA MALL REALTY HOLDING LLC**, a Nebraska limited liability company, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 05/30/2025





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**EXHIBIT A**

The TPV Lot  
Legal Description

Lot 8, Oak View, an Addition to the City of Omaha, Douglas County, Nebraska.

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**EXHIBIT B**

The OMRH Lot  
Legal Description

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PARCEL 1:

LOT 2, OAK VIEW REPLAT 3, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

PARCEL 2:

A TRACT OF LAND COMPRISED OF PART OF LOTS 2, 3 AND 4, INCLUSIVE IN OAK VIEW, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY MOST CORNER OF SAID LOT 3, OAK VIEW; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LOT LINE OF LOT 6, SAID OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 248.00 FEET, A LONG CHORD OF 82.99 FEET BEARING NORTH 38°48'21" WEST AND AN ARC LENGTH OF 83.38 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY ALONG THE SAID NORTHEASTERLY LOT LINE OF LOT 6, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 979.81 FEET, A LONG CHORD OF 222.68 FEET BEARING NORTH 22°39'01" WEST AND AN ARC LENGTH OF 223.16 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 6 AND 7 OF SAID OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 640.82 FEET, A LONG CHORD OF 194.69 FEET BEARING NORTH 7°23'17" WEST AND AN ARC LENGTH OF 195.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY, ALONG THE SAID EASTERLY LINE OF LOT 7, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1655.00 FEET A LONG CHORD OF 304.39 FEET BEARING NORTH 6°37'34" EAST AND AN ARC LENGTH OF 304.82 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 7, OAK VIEW; THENCE NORTH 66°33'38" WEST ALONG THE NORTHERLY LINE OF SAID LOT 7, OAK VIEW, A DISTANCE OF 134.64 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE SAID NORTHERLY LINE OF LOT 7, OAK VIEW, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 85.00 FEET, A LONG CHORD OF 34.53 FEET BEARING NORTH 78°16'49" WEST AND AN ARC LENGTH OF 34.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 90°00'00" WEST ALONG THE SAID NORTHERLY LINE OF LOT 7, OAK VIEW, A DISTANCE OF 19.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, OAK VIEW, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF 144TH STREET; THENCE NORTH 0°00'00" EAST, ALONG THE SAID EAST RIGHT OF WAY LINE OF 144TH STREET, A DISTANCE OF 80.00 FEET TO THE SOUTHWESTERLY CORNER OF LOT 8, OAK VIEW; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 8, OAK VIEW, A DISTANCE OF 19.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE SAID SOUTHERLY LINE OF LOT 8, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 165.00 FEET, A LONG CHORD OF 67.03 FEET BEARING SOUTH 78°16'49" EAST AND AN ARC LENGTH OF 67.50 FEET TO A POINT OF TANGENCY; THENCE SOUTH 66°33'38" EAST ALONG THE SAID SOUTHERLY LINE OF LOT 8, OAK VIEW, A DISTANCE OF 120.35 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 8, OAK VIEW; THENCE NORTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 8, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1655.00 FEET, A LONG CHORD OF 16.83 FEET BEARING NORTH 15°00'27" EAST AND AN ARC LENGTH OF 16.83 FEET TO A POINT OF TANGENCY; THENCE NORTH 15°17'57" EAST, ALONG THE SAID EASTERLY LINE OF LOT 8, OAK VIEW, A DISTANCE OF 232.62 FEET; THENCE SOUTH 39°33'32" EAST, A DISTANCE OF 346.23 FEET; THENCE SOUTH 81°16'21" EAST, A DISTANCE OF 253.29 FEET; THENCE SOUTH 8°44'31" WEST, A DISTANCE OF 366.15 FEET; THENCE SOUTH 81°15'30" EAST, A DISTANCE OF 45.97 FEET; THENCE SOUTH 8°44'31" WEST, A DISTANCE OF 120.20 FEET TO A POINT ON THE SOUTHEASTERLY LOT LINE OF SAID LOT 3, OAK VIEW; THENCE SOUTH 53°47'17" WEST ALONG THE SAID SOUTHEASTERLY LOT LINE OF LOT 3, OAK VIEW, A DISTANCE OF 193.77 FEET; THENCE SOUTH 16°12'43" EAST A DISTANCE OF 29.26 FEET; THENCE SOUTH 53°47'17" WEST, A DISTANCE OF 283.30 FEET TO A POINT ON THE SAID

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NORTHEASTERLY LOT LINE OF LOT 6, SAID OAK VIEW; THENCE NORTHWESTERLY ALONG THE SAID NORTHEASTERLY LOT LINE OF LOT 6, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 248.00 FEET, A LONG CHORD OF 28.54 FEET BEARING NORTH 51°44'11" WEST AND AN ARC LENGTH OF 28.56 FEET TO A POINT OF BEGINNING.

## PARCEL 3:

A TRACT OF LAND COMPRISED OF PARTS OF LOTS 1 THROUGH 6, INCLUSIVE, OAK VIEW, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 1, OAK VIEW, SAID POINT ALSO BEING ON THE WESTERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE; THENCE SOUTH 1°19'52" EAST, ALONG THE SAID WESTERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 22.34 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°19'52" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 83.58 FEET; THENCE NORTH 89°36'36" WEST, A DISTANCE OF 89.06 FEET; THENCE NORTH 0°23'24" EAST, A DISTANCE OF 57.30 FEET; THENCE NORTH 81°16'21" WEST, A DISTANCE OF 215.55 FEET; THENCE SOUTH 8°45'30" WEST, A DISTANCE OF 123.42 FEET; THENCE NORTH 81°15'43" WEST, A DISTANCE OF 85.34 FEET; THENCE SOUTH 8°38'35" WEST, A DISTANCE OF 271.49 FEET; THENCE SOUTH 81°21'25" EAST, A DISTANCE OF 66.55 FEET; THENCE SOUTH 8°43'39" WEST, A DISTANCE OF 63.44 FEET; THENCE SOUTH 53°43'39" WEST, A DISTANCE OF 147.02 FEET; THENCE SOUTH 30°20'43" EAST, A DISTANCE OF 357.40 FEET; THENCE NORTH 39°39'17" EAST, A DISTANCE OF 29.27 FEET; THENCE SOUTH 30°20'43" EAST, A DISTANCE OF 269.04 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE; THENCE SOUTH 49°45'20" WEST, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 30.66 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A LONG CHORD OF 192.65 FEET, BEARING SOUTH 69°52'40" WEST AND AN ARC LENGTH OF 196.67 FEET TO A POINT OF TANGENCY; THENCE SOUTH 90°00'00" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 255.64 FEET; THENCE NORTH 8°46'00" EAST, A DISTANCE OF 718.39 FEET; THENCE NORTH 81°14'01" WEST, A DISTANCE OF 245.85 FEET; THENCE SOUTH 8°46'00" WEST, A DISTANCE OF 154.45 FEET; THENCE SOUTH 53°47'17" WEST, A DISTANCE OF 427.14 FEET; THENCE SOUTH 62°06'17" EAST, A DISTANCE OF 152.85 FEET; THENCE SOUTH 53°47'17" WEST, A DISTANCE OF 198.51 FEET TO A POINT ON THE SAID NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE; THENCE NORTH 58°24'38" WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE, A DISTANCE OF 210.35 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE SAID NORTHERLY RIGHT OF WAY OF OAK VIEW DRIVE, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 340.00 FEET, A LONG CHORD OF 100.05 FEET, BEARING NORTH 66°52'16" WEST AND AN ARC LENGTH OF 100.41 FEET; THENCE NORTH 55°03'58" EAST, A DISTANCE OF 124.56 FEET TO A POINT ON THE NORTHEASTERLY LOT LINE OF SAID LOT 6, OAK VIEW; THENCE SOUTHEASTERLY ALONG THE SAID NORTHEASTERLY LOT LINE OF LOT 6, OAK VIEW, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 248.00 FEET, A LONG CHORD OF 86.56 FEET BEARING SOUTH 44°59'04" EAST AND AN ARC LENGTH OF 87.01 FEET; THENCE NORTH 53°47'17" EAST A DISTANCE OF 283.30 FEET; THENCE NORTH 16°12'43" WEST, A DISTANCE OF 29.26 FEET TO A POINT ON THE SOUTHEASTERLY LOT LINE OF SAID LOT 3, OAK VIEW; THENCE NORTH 53°47'17" EAST, ALONG THE SAID SOUTHEASTERLY LOT LINE OF LOT 3, OAK VIEW, A DISTANCE OF 193.77 FEET; THENCE NORTH 8°44'31" EAST, A DISTANCE OF 120.20 FEET; THENCE NORTH 81°15'30" WEST, A DISTANCE OF 45.97 FEET; THENCE NORTH 8°44'31" EAST, A DISTANCE OF 366.15 FEET; THENCE NORTH 81°16'21" WEST, A DISTANCE OF 253.29 FEET; THENCE NORTH 39°33'32" WEST, A DISTANCE OF 346.23 FEET TO A POINT OF THE EASTERLY LOT LINE OF LOT 8, IN SAID OAK VIEW; THENCE NORTH 15°17'57" EAST ALONG THE SAID EASTERLY LOT LINE OF LOT 8, OAK VIEW, A DISTANCE OF 58.83 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE SAID EASTERLY LOT LINE OF LOT 8, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 385.51 FEET, A LONG CHORD OF 69.95 FEET BEARING NORTH 20°30'16" AND AN ARC LENGTH OF 70.05 FEET, TO THE NORTHEASTERLY LOT CORNER OF SAID LOT 8, OAK VIEW; THENCE NORTH 66°33'38"

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WEST, ALONG THE NORTHERLY LOT LINE OF SAID LOT 8, OAK VIEW, A DISTANCE OF 288.07 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG THE SAID NORTHERLY LOT LINE OF SAID LOT 8, OAK VIEW, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 85.00 FEET, A LONG CHORD OF 34.53 FEET, BEARING NORTH 78°16'49" WEST AND AN ARC LENGTH OF 34.77 FEET TO A POINT OF TANGENCY; THENCE NORTH 90°00'00" WEST, ALONG THE NORTH LOT LINE OF SAID LOT 8, OAK VIEW, A DISTANCE OF 2.78 FEET TO THE NORTHWEST LOT CORNER OF SAID LOT 8, OAK VIEW, ALSO BEING ON THE EAST RIGHT OF WAY LINE OF 144TH STREET; THENCE NORTH 0°00'00" EAST ALONG THE SAID EAST RIGHT OF WAY LINE OF 144TH STREET, A DISTANCE OF 93.86 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID LOT 4, OAK VIEW; THENCE SOUTH 66°33'38" EAST, A DISTANCE OF 372.91 FEET TO THE MOST SOUTHERLY CORNER OF LOT 9, SAID OAK VIEW; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 9, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 385.51 FEET, A LONG CHORD OF 17.42 FEET, BEARING NORTH 38°44'08" EAST AND AN ARC LENGTH OF 17.42 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 9 AND 10, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 686.12 FEET, A LONG CHORD OF 247.76 FEET, BEARING NORTH 50°25'55" EAST AND AN ARC LENGTH OF 249.12 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF LOTS 10, 11 AND 13, OF SAID OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 811.38 FEET, A LONG CHORD OF 396.03 FEET BEARING NORTH 74°57'33" EAST AND AN ARC LENGTH OF 400.07 FEET TO THE SOUTHEASTERLY MOST LOT CORNER OF SAID LOT 13, OAK VIEW; THENCE NORTH 0°54'54" WEST, ALONG THE EASTERLY LINE OF SAID LOT 13, OAK VIEW, A DISTANCE OF 25.99 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LOT LINE OF SAID LOT 13, OAK VIEW, ON A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 80.85 FEET, A LONG CHORD OF 77.99 FEET BEARING NORTH 27°55'11" EAST AND AN ARC LENGTH OF 81.38 FEET; THENCE SOUTH 33°14'33" EAST, A DISTANCE OF 8.50 FEET; THENCE NORTH 56°45'17" EAST, A DISTANCE OF 232.24 FEET TO A POINT OF CURVATURE; THENCE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A LONG CHORD OF 16.13 FEET BEARING NORTH 37°55'58" EAST AND AN ARC LENGTH OF 16.43 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OAK VIEW DRIVE; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT ALONG SAID OAK VIEW DRIVE RIGHT OF WAY SAID CURVE HAVING A RADIUS OF 650.76 FEET, A LONG CHORD OF 33.45 FEET BEARING SOUTH 24°35'17" EAST, AND AN ARC LENGTH OF 33.45 FEET; THENCE SOUTH 56°45'17" WEST, A DISTANCE OF 242.48 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 44.49 FEET, A LONG CHORD OF 42.91 FEET BEARING SOUTH 27°55'11" WEST AND AN ARC LENGTH OF 44.78 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 0° 54'54" EAST, A DISTANCE OF 44.55 FEET; THENCE NORTH 89°47'07" WEST, A DISTANCE OF 20.72 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 793.38 FEET, A LONG CHORD OF 402.40 FEET BEARING SOUTH 75°31'27" WEST AND AN ARC LENGTH OF 406.84 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 668.12 FEET, A LONG CHORD OF 160.15 FEET BEARING SOUTH 53°56'59" WEST AND AN ARC LENGTH OF 160.54 FEET; THENCE SOUTH 39°33'32" EAST, A DISTANCE OF 149.47 FEET; THENCE NORTH 70°26'28" EAST, A DISTANCE OF 19.16 FEET; THENCE SOUTH 39°33'32" EAST, A DISTANCE OF 519.78 FEET; THENCE NORTH 8°42'31" EAST, A DISTANCE OF 142.83 FEET; THENCE SOUTH 81°17'29" EAST, A DISTANCE OF 353.01 FEET; THENCE SOUTH 8°42'31" WEST, A DISTANCE OF 56.09 FEET; THENCE SOUTH 81°16'21" EAST, A DISTANCE OF 366.55 FEET TO THE POINT OF BEGINNING.

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**PARCEL 4:**

THOSE PARTS OF LOTS 6 AND 7, OAK VIEW, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF SAID LOT 7, OAK VIEW; THENCE SOUTH 0°00'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 144TH STREET, A DISTANCE OF 331.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 142.33 FEET; THENCE SOUTHWESTERLY ALONG THE EASTERLY LOT LINE OF SAID LOT 7, OAK VIEW, ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,655.00 FEET, A LONG CHORD OF 31.45 FEET BEARING SOUTH 1°53'39" WEST AND AN ARC LENGTH OF 31.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LOT LINE OF SAID LOTS 6 AND 7 ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 640.82 FEET, A LONG CHORD OF 194.69 FEET BEARING SOUTH 7°23'17" EAST AND AN ARC LENGTH OF 195.45 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LOT LINE OF SAID LOT 6 ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 979.81 FEET, A LONG CHORD OF 92.12 FEET BEARING SOUTH 18°49'12" EAST AND AN ARC LENGTH OF 92.16 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 196.04 FEET TO THE EAST RIGHT OF WAY LINE OF 144TH STREET; THENCE NORTH 00°0'00" EAST ALONG THE EAST RIGHT OF WAY LINE OF 144TH STREET A DISTANCE OF 311.71 FEET TO THE POINT OF BEGINNING.