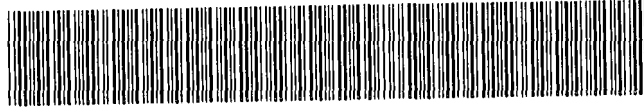


DEED 2011080161



SEP 22 2011 09:11 P 12

Nebr Doc Stamp Tax
9-22-11
Date
\$2025.00
By KTB

deed 12/1

FEE 60.⁵⁰ FB OC-42361
 BKP _____ C/O _____ COMP
 DEL _____ SCAN _____ FV _____

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
9/22/2011 09:11:55.39



2011080161

Upon recordation this instrument should be returned to: Robert W. Rieke, Esq, 409 South 17th Street, Suite 500, Omaha NE 68102

WARRANTY DEED

WEST DUNDEE DEVELOPMENT CO., L.L.C., a Nebraska limited liability company ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received from VPP DEVELOPMENT, LLC, a Nebraska limited liability company ("Grantee"), conveys to Grantee the real estate legally described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Real Estate").

Grantor covenants with Grantee that Grantor (i) is lawfully seized of the Real Estate and that it is free from all liens and encumbrances except real estate taxes not yet delinquent, and subject to all easements, covenants, conditions, and restrictions of record; (ii) has legal power and lawful authority to convey the Real Estate; and (iii) warrants and will defend title to the Real Estate against the lawful claims of all persons.

This Warranty Deed is executed and delivered conditioned upon, and the Real Estate is hereby conveyed subject to, the following covenants, conditions and restrictions, all of which shall run with the land and be binding upon Grantee and its successors and assigns during the period set forth below:

- (a) Grantee covenants and agrees that it shall develop the Real Estate by constructing those improvements (without material modification) more particularly described on the drawings attached hereto as Exhibit "B" ("Plans"), including, without limitation, the building, parking areas, signage and landscaping more particularly shown thereon, subject to Grantor's prior written approval of the actual colors and specifications of the materials to be used (collectively the "Improvements"). In no event shall the Real Estate be improved with any building, structure or other improvement that does not substantially conform with the Improvements shown on the Plans and the colors and specifications of the materials approved by Grantor, or except as may be otherwise approved by Grantor or by the person or entity charged with architectural control under the Declaration (as hereinafter defined). Following the initial construction of the Improvements, Grantee may, without the consent of Grantor, make modifications to the landscaping and parking areas on the Real Estate provided that they do not materially and detrimentally detract from the appearance of the Improvements as originally constructed.
- (b) Grantee covenants and agrees to repair, maintain and replace, as necessary, the Improvements, and keep them in good condition. In the event Grantee shall fail to maintain, repair and replace, as necessary, the Improvements as required hereby, and such failure shall continue for a period of thirty (30) days after written notice from Grantor, then Grantor shall have the option to enter upon the Real Estate for the purpose of effecting such repair, maintenance and replacement, and the reasonable costs incurred by Grantor in connection therewith, together with an overhead charge in an amount equal to five percent (5%) of such costs, shall be due and payable by Grantee to Grantor within ten (10) days of invoice. The covenant to repair, maintain and replace the Improvements shall terminate on the earlier of recording of the Declaration or five (5) years from the date of recording of this Warranty Deed.

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- (c) Grantee covenants and agrees that if Grantor shall desire to place a declaration of easements, covenants and restrictions ("Declaration") upon the non-residential lots within West Dodge Hills, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (the "Subdivision", as the same may be replatted from time to time), Grantee shall, upon Grantor's request, execute a joinder to such Declaration permitting recordation of the Declaration against the Real Estate, provided the Declaration satisfies the following conditions: (i) such Declaration shall provide reasonable architectural review standards and procedures and in no event shall prohibit the construction, repair, maintenance and replacement of the Improvements or, subject to such reasonable architectural review standards and procedures, reasonable updates or expansions of such Improvements; (ii) the Declaration shall not prohibit the operation of a first class general office building, including medical and dental office uses, on the Real Estate; (iii) the Declaration shall be uniform in its application to the nonresidential lots in the Subdivision and consistent with the development agreement with the City of Omaha, as amended; (iv) the Declaration, to the extent it creates an owners association and/or common area dues and/or assessment obligations of nonresidential lot owners, shall provide for pro rata voting rights and assessment allocation to all nonresidential lots according to proportionate acreage, and without exemption; (v) the Declaration will provide uniform obligations for the repair, maintenance and replacement, as necessary, of improvements constructed in the Subdivision and may provide for rights of the Association to undertake such repair, replacement and maintenance upon failure of an owner to comply with such obligation, together with reasonable provisions for assessing and placing liens against the offending owner's property for work performed by the Association; and (vi) the Declaration shall in all events be reasonable in its terms as compares to similar office park developments in suburban west Omaha, Nebraska. For purposes hereof, single family and multifamily housing projects shall be considered residential.
- (d) Grantee covenants and agrees that the Real Estate shall only be used for general office, including medical and dental office purposes.

Grantee agrees that all of the covenants, conditions and restrictions set forth in this Warranty Deed may be specifically enforced by Grantor and any violation thereof enjoined by Grantor. The covenants, conditions and restrictions set forth in this Warranty Deed shall terminate twenty (20) years after the recording hereof, but no such termination shall otherwise affect the terms and provisions of any recorded Declaration.

Dated: Sept. 15, 2011.

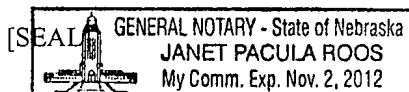
WEST DUNDEE DEVELOPMENT CO., L.L.C., a Nebraska limited liability company

By Howard M. Keeper
 Printed Name: Howard M. Keeper
 Title: Member/Manager

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 15th day of Sept, 2011, before me, a notary public in and for said county and state, personally came Howard M. Keeper, Member/Manager of WEST DUNDEE DEVELOPMENT CO., L.L.C., a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.



Janet Pacula Roos
 Notary Public

VPP DEVELOPMENT, LLC, a Nebraska limited liability company

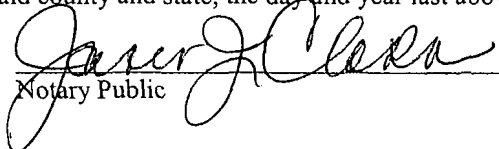
By 
Printed Name:
Title:

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of September, 2011, before me, a notary public in and for said county and state, personally came Thomas Byrne, MANAGER of VPP DEVELOPMENT, LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]


Notary Public

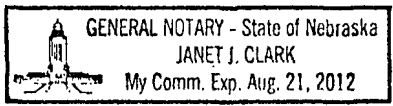


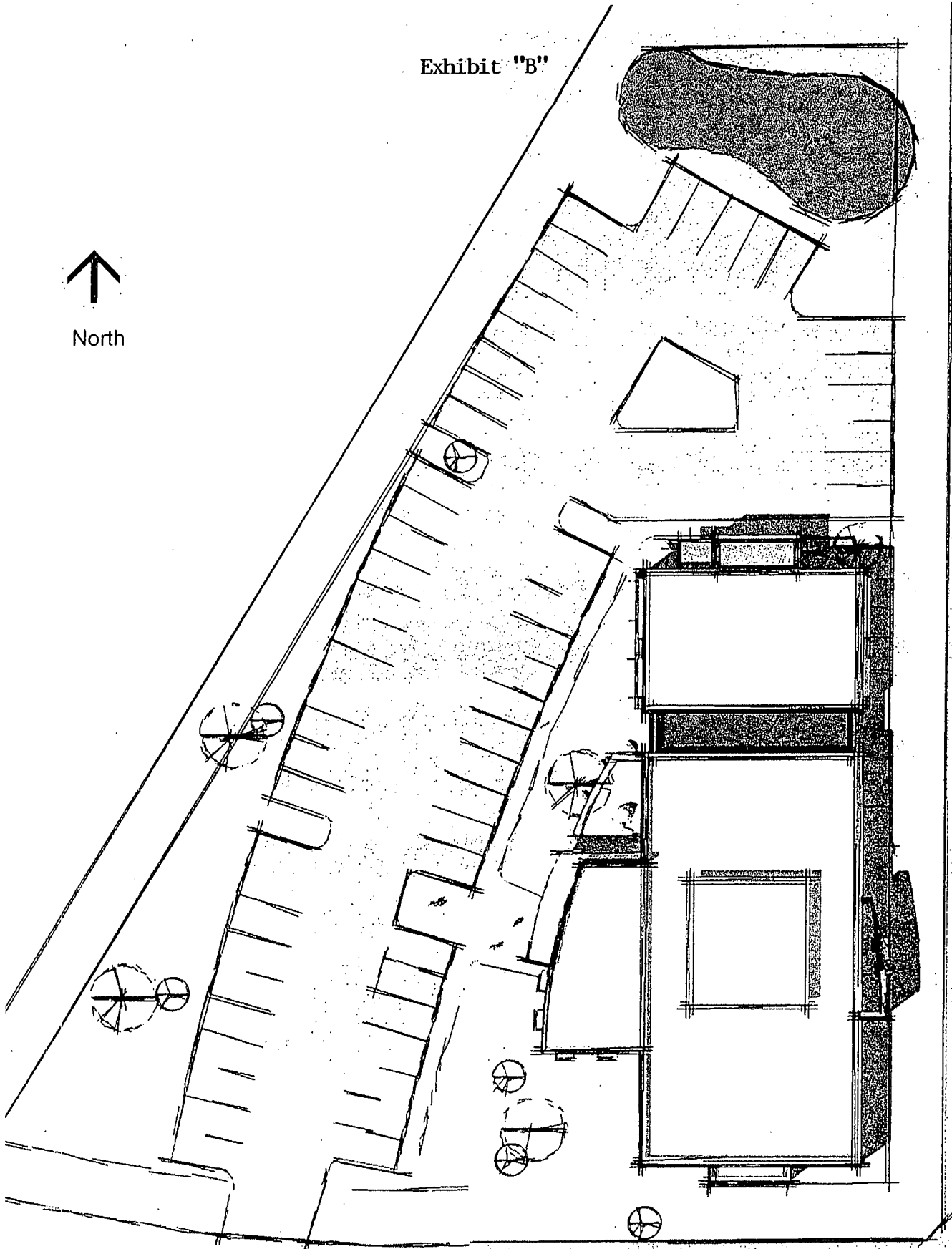
Exhibit "A"

Lot 1, in West Dodge Hills, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Exhibit "B"



North

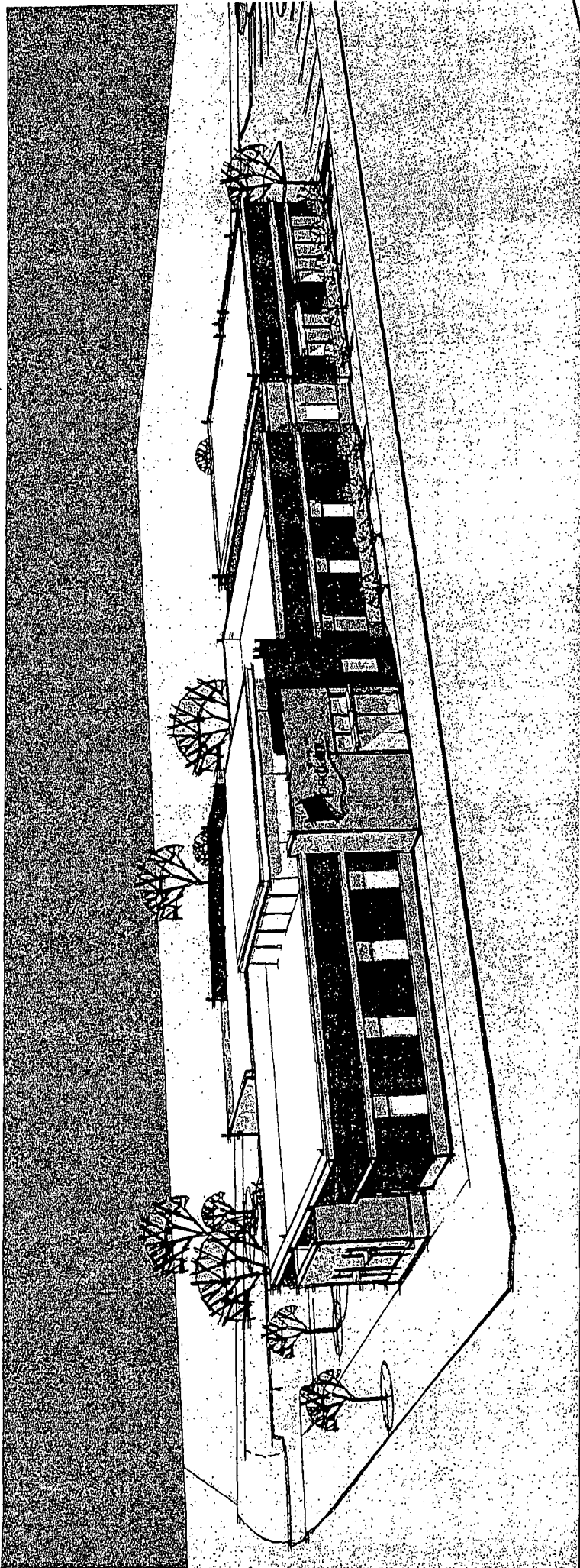


Village Pointe Pediatrics Clinic

Site Plan

ALLEY-POYNER
MACCHIETTO
ARCHITECTURE

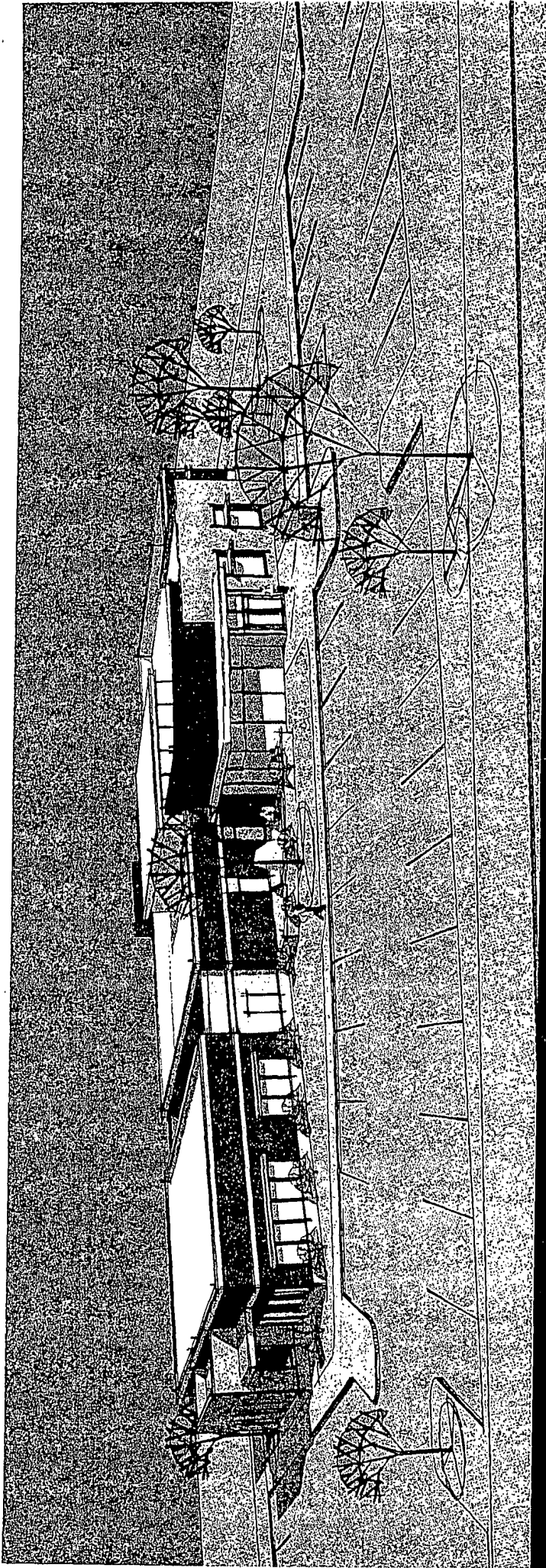




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South-East Perspective

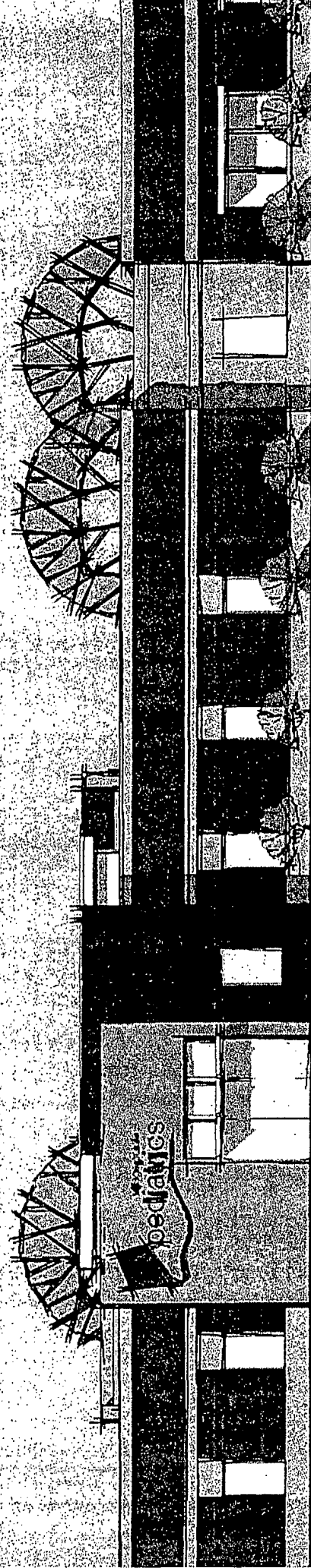
ALLEYPOYNER
MACCHIETTO
ARCHITECTURE



Village Pointe Pediatrics Clinic

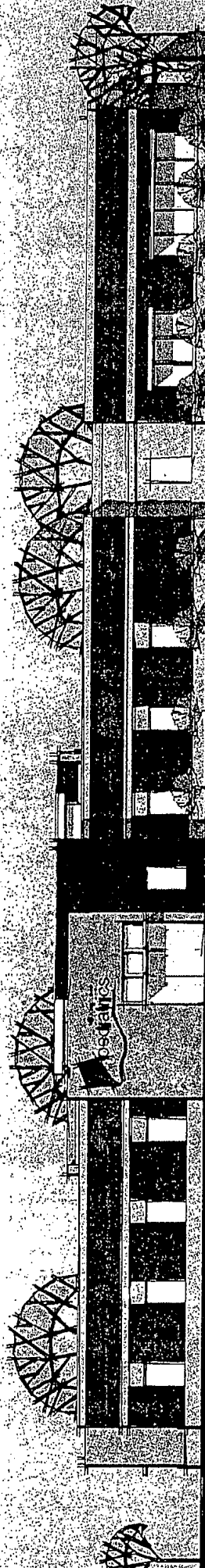
North-West Perspective

ALLEY-POYNER
MACCHIETTO
ARCHITECTURE



Village Pointe Pediatrics Clinic

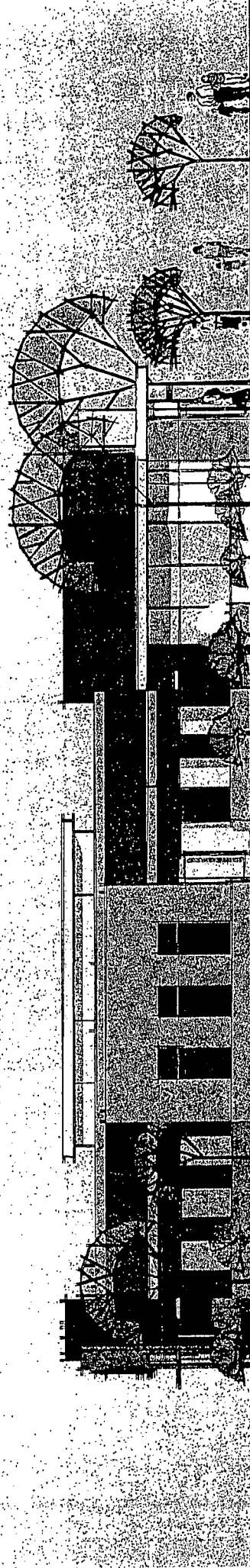
East Elevation



Village Pointe Pediatrics Clinic

East Elevation

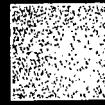
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- stone
- precast
- metal panel



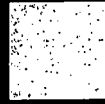
Village Pointe Pediatrics Clinic

North Elevation

brick

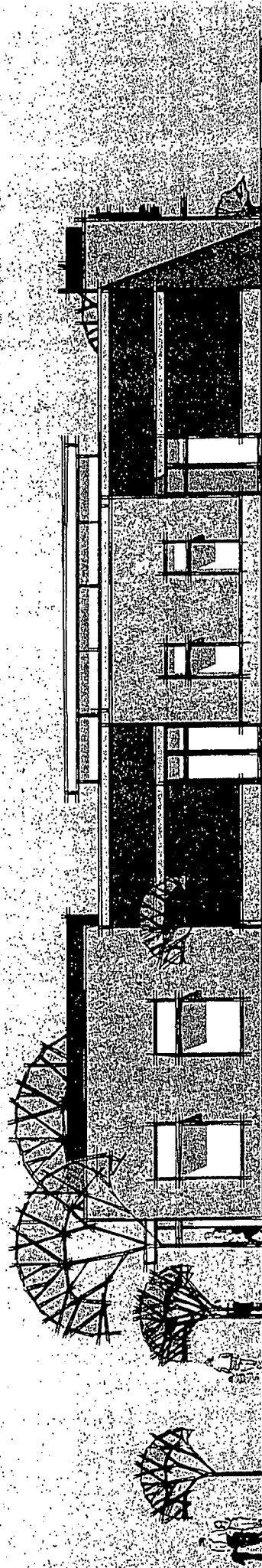


stone



precast

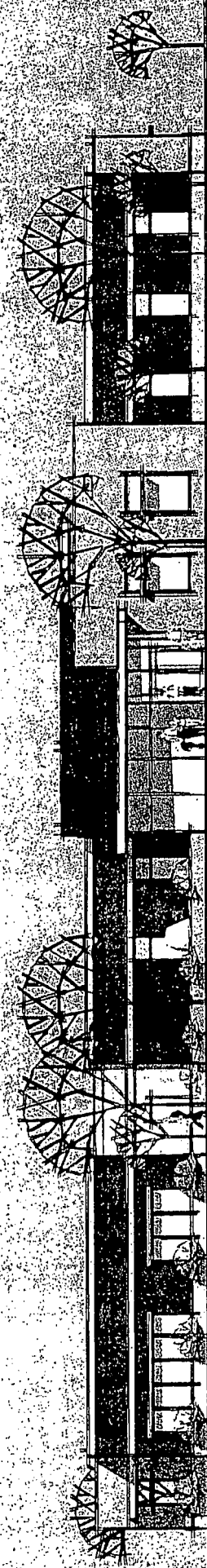
metal panel



Village Pointe Pediatrics Clinic

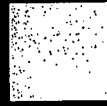
South Elevation

- brick
- stone
- precast
- metal panel

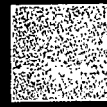


Village Pointe Pediatrics Clinic

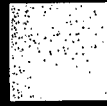
West Elevation



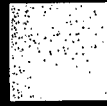
brick



stone



precast



metal panel