

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That THE OMAHA NATIONAL BANK, Trustee, hereinafter called "Grantor", in consideration of the covenants and restrictions hereinafter stated and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART, a Nebraska corporation, hereinafter called "Grantee", an undivided 60.4 per cent interest in and to the following described real property located in Douglas County, Nebraska, to-wit:

The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres more or less;

subject, however, to easements and restrictions of record and to the following covenants and restrictions as to the use thereof. Grantee, by acceptance of this deed, covenants and agrees for itself and for its successors and assigns that for a period of thirty (30) years from the date hereof, and notwithstanding the zoning ordinances and regulations otherwise applicable during that period, the afore-stated property, referred to herein as the "tract", shall be used only in accordance with the following:

A - While the entire tract is owned by the Grantee and used by it for school purposes:

1 - It shall be used solely for the construction and operation thereon of a private school of any one or more of the pre-school, primary, secondary and junior college levels. However, prior to the completion of a permanent school facility on the tract with students enrolled and in attendance, all but

the West 200 feet of the tract may be used for school sponsored or related activities between the hours of 8:00 A.M. and 6:00 P.M., but any temporary structures for such use shall not be placed within 400 feet of the west boundary line of the tract. To the extent not so used prior to such completion, the tract shall be used either for the production of low-growing farm crops such as small grain, alfalfa and soybeans, or it shall be seeded to low-growing pasture grass or legumes and, in either event, shall be kept free of noxious weeds.

2 - No portion of any structure or other facility, other than pedestrian ways and lighting for same as hereinafter limited, shall be located within the west set-back area as such set-back area is hereinafter defined, and no pedestrian way located in the west set-back area shall be within 25 feet of the west boundary line of the tract, except that, by mutual agreement of Grantee and the adjoining property owners, as such property owners are hereinafter defined, a pedestrian way for ingress and egress to the tract may be established at a point on the west boundary line. Any lighting of pedestrian ways in the west set-back area shall be by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. After completion of a permanent school facility on the tract, the west set-back area, other than as devoted to pedestrian ways, shall be grassed or grassed and landscaped with no hedge or row plantings in excess of 6 feet in height. However, individual trees and shrubs or groupings of a small number thereof in such area may exceed that height.

3 - No portion of any structure or other facility, any portion of which is located within 400 feet of the west boundary

line of the tract, shall have a height in excess of 25 feet above the highest adjacent grade of the structure or facility. Any structure or other facility, all of which is located more than 400 feet from the west boundary line of the tract, may have a height in excess of 40 feet above the highest adjacent grade of the structure or facility. The foregoing height limitations shall not apply to a chapel and its bell tower or spire.

4 - No swimming pool not entirely enclosed within a permanent structure primarily devoted to other uses, and no tennis courts or other similar outdoor athletic fields or facilities for which lighting or spectator facilities are provided, shall be within 400 feet of the west boundary line of the tract.

5 - No vehicle drives or streets, other than service drives for permanent structures, shall be located within 200 feet of the west boundary line of the tract. No parking facility shall be located in the west set-back area and no single parking facility anywhere on the tract shall have a capacity of more than 50 cars. There shall be a minimum of 20 feet of grassed or landscaped area between separate parking facilities on the tract. Any lighting for service drives and parking facilities located within 200 feet of the west boundary line of the tract shall be accomplished by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. Lighting for vehicle and service drives, parking lots and pedestrian ways located more than 200 feet from the west boundary line, but within the west one-half of the tract, shall be by means of architecturally compatible poles or other mountings not in excess of 16 feet in height.

6 - All utility service lines and pipes, including gas, water, electrical and telephone lines and pipes, shall be placed underground throughout the tract, and any utility structures which of necessity must be above ground shall be attractively screened or landscaped. No separate storage or maintenance structures or similar facilities shall be erected above grade in the west 400 feet of the tract.

7 - Exterior spotlighting or floodlighting for illumination of structures and, where permitted, athletic fields and facilities shall be so placed that the light producing agent is not visible on the west boundary line of the tract.

8 - All refuse containers and incineration facilities on the tract shall be located within the enclosed permanent structures which they serve.

9 - Any exterior signs in the west one-half of the tract, other than traffic control signs and signs affixed to but no higher than the building on which they are affixed, shall have a maximum height not in excess of 3 feet above grade.

10 - Except for the pedestrian access which may be established by mutual agreement of the parties in accordance with paragraph 2 above, all points of vehicular and pedestrian ingress and egress to the tract shall be located on the north or east boundary lines of the tract or on the east 660 feet of the south boundary line of the tract. There shall be no publically dedicated streets or vehicle ways on the tract, and no vehicle driveway shall be located within 10 feet of the south boundary line of the tract, except on the east 660 feet of such south boundary line.

11. - Any change in the existing grade in that portion of the tract within 200 feet of the west boundary line shall be approved by the adjoining property owners. Differences in

grade in the remaining portion of the tract shall be accomplished by natural rock walls erected without mortar or by gentle slopes not exceeding 3 horizontal and 1 vertical which are grassed or landscaped. No creosoted post or plank retaining walls shall be erected anywhere on the tract, and no concrete retaining walls shall be erected on the west 400 feet of the tract except such as are reasonably required for below grade access to structures for vehicles and pedestrians.

12 - Except for a boundary line fence which may be erected on the north, east and south boundary lines of the tract to a height of not in excess of 7 feet, any fence erected on the tract shall be in accordance with the following:

a. No fence shall be erected on the west 200 feet of the tract without the approval of the adjoining property owners.

b. Any fence erected in that portion of the tract lying between 200 feet and 400 feet from the west boundary line of the tract, other than fences required for athletic fields or facilities, shall be constructed either of ornamental wrought iron, stone, brick, wood or a combination thereof and shall not exceed 4 feet in height.

c. Any fence erected on that portion of the tract 400 or more feet from the west boundary line may be of any type, material and height.

B - Any use of any part of the tract by Grantee or any other person or entity for any purpose other than the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, such a use being referred to hereinafter for convenience as a nonconforming use, shall be only in accordance with the following:

1 - Any nonconforming use of any part of the west one-half of the tract shall at least meet, but may be more restrictive

than, all of the requirements, including those of area, height and density, of second residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date thereof and, in addition and notwithstanding such second residence district zoning, any lot, any part of which is within 200 feet of the west boundary line of the tract, shall have an area of not less than 21,780 square feet and the use of such lot shall be limited to a single family dwelling with an outside first floor area, excluding garages, porches, patios and terrances, of not less than 1,750 square feet.

2 - Any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, including those of area, height and density, of third residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof, unless the entire west one-half of the tract is used for the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, in which event, any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, other than the height requirement, but including the area and density requirements, of ninth residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof and, as to height, any structure shall not exceed 65 feet in height.

C - For the purpose of these covenants and restrictions:

1 - The term "adjoining property owners" shall mean the owner or owners, from time to time during the period of these covenants, of Lots 4 and 5, Bloomfield Hills Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded.

2 - The term "west set-back area" shall mean that portion of the tract enclosed by a line beginning at the southwest corner of the tract and running easterly along the south boundary line of the tract a distance of 150 feet; thence northerly along a line parallel to the west boundary line of the tract a distance of 400 feet; thence easterly along a line parallel to the south boundary line of the tract a distance of 25 feet; thence northerly along a line parallel to the west boundary line of the tract to a point 400 feet south of the north boundary line of the tract; thence westerly along a line parallel to the north boundary line of the tract to a point 150 feet east of the west boundary line of the tract; thence northerly along a line parallel to the west boundary line of the tract to the north boundary line of the tract; thence westerly along the north boundary line of the tract to the west boundary line of the tract; thence southerly along the west boundary line of the tract to the place of beginning.

D - The terms and provisions of these covenants and restrictions may be amended and modified from time to time by mutual agreement in writing of the adjoining property owners and the then owner or owners of that portion of the tract to be affected by such amendment or modification, which agreement shall be filed of record and shall be effective as of such filing. Further, by written declaration of the adjoining property owners which is filed of record any one or more of the covenants and restrictions herein contained may be declared of no further force and effect.

E. - The foregoing covenants and restrictions shall run with the land and shall be binding upon the Grantee and its successors and assigns, and such covenants and restrictions shall inure to the benefit of, and shall be specifically enforceable by, the adjoining property owners and their successors, heirs, executors, administrators

or assigns and reference herein to Grantor or Grantee shall include the successors and assigns of said Grantor or Grantee.

TO HAVE AND TO HOLD the above described premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto the Grantee and to Grantee's successors and assigns.

And the Grantor does hereby covenant with the Grantee and with Grantee's successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrances other than easements and restrictions of record and the covenants and restrictions herein contained; that Grantor has good right and lawful authority to convey the same; and the Grantor warrants and will defend the title to said premises against the lawful claims of all persons claiming from, through or under said Grantor.

DATED this 4 day of March, 1966.

ATTEST:  
1966

*Joseph R. Cocker*  
TRUST OFFICER

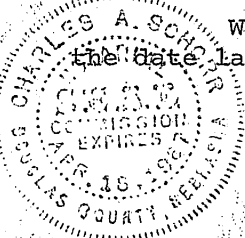
THE OMAHA NATIONAL BANK, Trustee

By *John R. Cocker*  
Vice President and Trust Officer

STATE OF NEBRASKA ]  
COUNTY OF DOUGLAS ] ss

On this 4 day of March, 1966, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named John R. Cocker, Vice President of The Omaha National Bank, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as Vice President of said corporation, and he acknowledged said instrument and the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said The Omaha National Bank as Trustee.

Witness my hand and official seal at Omaha in said County the date last aforesaid.



*Charles A. Schorr*  
Notary Public

My commission expires April 18, 1967