NEBRASKA DOCUMENTARY.
STAMP TAX
JUN 15 1978

5.50 By M. M.

BOOK 1598 PAGE 518 WARRANTY DEED

The undersigned (hereafter collectively referred to as "Grantors"), constitute all of the co-owners of Unit Nos. 1 through 30 of The Summit Condominium Property Regime (hereafter referred to as "the Regime"). Webster E. Pullen and Gilco Trust Company, Trustees (hereafter sometimes referred to as "the Trustees") are trustees under a certain Irrevocable Trust Agreement dated December 30, 1976 and sometimes referred to as "the R & K Trust". The Trustees are also sometimes referred to herein as "the Grantees".

By Warranty Deed dated April 29, 1972 and recorded May 9, 1972 in Book 1454 at Page 515 of the Deed Records in the office of the Register of Deeds of Douglas County, Nebraska, Duchesne College & Convent of the Sacred Heart conveyed to The Villas Corporation a certain 15.84 acre tract of land located in the SE-1/4 of the NE-1/4 of Section 16, Township 15 North, Range 12 East of the 6th P.M. By Master Deed and By-Laws executed under date of March 3, 1973 and recorded March 22, 1973 in Book 1476 at Page 37 of said Deed Records, The Villas Corporation submitted a portion of said 15.84 acre tract to the Regime.

By mesne conveyances, the Trustees have succeeded to the title of that portion of the 15.84 acre tract not submitted to the Regime; for convenience, said remainder tract is sometimes referred to herein and elsewhere as "the R & K tract."

On or about the 30-14 day of December, 1977, the Grantors and the Trustees entered into a certain agreement (hereafter referred to as "the land exchange agreement") providing, among other things, that Grantors would convey to the Trustees (as Grantees) certain parcels of land now comprising a portion of the common elements of the Regime, and for Grantees to convey to Grantors certain parcels of land now comprising a portion of the R & K tract. The land exchange agreement

also provided for the mutual granting and/or retention of certain easement rights as well as for the possible future sharing, between the parties, of maintenance and upkeep expenses relating to the present entrance and exit roadway.

For purpose of convenience, the portion of the above-described 15.84 acre tract hereafter to be held by the Trustees (after the land exchange agreement has been effected) shall be referred to as "the new R & K tract."

Also for convenience, there is attached hereto as

Exhibit "l" a diagram showing five parcels of land, described

as Parcels A, B, C, D and E. Parcels identified as C, D and

E are presently within the Regime and Parcels identified as

A and B are presently owned by the R & K Trust. The Southeast

corner of Parcel D is identical with the Southeast corner of

the Regime property, as presently constituted (exclusive of

the 100 foot entrance and exit easement way) and is the

point marked as "the point of beginning" on the survey

attached to the original Master Deed and By-Laws, being 180

feet North and 468.6 feet West of the East One-Quarter

corner of Section 16-15-12.

Parcels C and D are jointly described as follows:

Beginning at a point 180 feet North and 558.6 feet East of the East Quarter Corner of said Section 16; thence northerly and parallel to the present East property line of the Regime a distance of 125 feet; thence Easterly and parallel to the present South property line of the Regime, a distance of 90 feet; thence Southerly along the present East property line of the Regime a distance of 125 feet; thence Westerly along the present South line of the Regime, a distance of 90 feet to the point of beginning.

Parcel C constitutes the North 93 feet of the justdescribed tract and Parcel D constitutes the South 32 feet thereof.

Parcel E, measuring 32 feet North and South by 143.3
feet East and West, adjoins Parcel D on the West.

Parcel B, measuring 20 feet North and South by 143.3 feet East and West, adjoins Parcel E on the North.

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For One Dollar (\$1.00) and other valuable consideration, Grantors hereby grant and convey to Grantees all of their right, title and interest in and to Parcels C and D, subject, however, to the retention in favor of Grantors, their successors and assigns, of certain permanent and/or conditional easements, as follows:

1. Permanent easement for ingress and egress over that portion of Parcel D (and, if applicable, over that portion of Parcel C) upon which is presently located a portion of the entrance and exit roadway presently servicing the Regime. Said easement rights shall also be for the purpose of maintenance and upkeep of said roadway.

Grantees, their successors and assigns, and all owners or users of any portion of the new R & K tract, shall have the right of usage of said roadway for purposes of ingress and egress to and from the new R & K tract, and shall also have the right of ingress and egress to and from said property over and upon the 100 foot easement way adjoining the 15.84 acre tract on the South, which latter right, as expressed in the original grant of easement to The Villas Corporation, and re-expressed in the Master Deed and By-Laws of the Regime, is hereby reconfirmed by Grantors.

2. Easement for any utilities that may presently exist in or on Parcels C and D for the benefit of the Regime (such as sprinkler systems and electrical lines, television antenna and cable), and for access for purposes of maintenance and repair of such utilities; provided, that if the problem between the Regime and The Summit Partnership, Ltd. regarding the television antenna system is hereafter resolved in such a way as to make unnecessary the television tower presently located on the subject tract, then the Grantees (their successors and assigns) shall have the right to remove said tower and any related cable, and the easement rights for the tower and cable over and on Parcels C and D shall then terminate.

3. Easement for any fencing presently existing on Parcel C or D, including access for maintenance and repair purposes; provided that if such fencing shall ever be removed by Grantees (or their successors or assigns) in the manner permitted and provided for under the land exchange agreement referred to above, said fencing easement shall thereupon terminate.

In addition to the above, Grantors do also hereby grant and convey to Grantees, their successors and assigns, a permanent easement over and right to use the property described above as Parcel E, for purposes of ingress and egress to and from the new R & K tract and for installation, use, maintenance and relocation of utilities servicing the new R & K tract; provided, however, that no such rights shall extend to any portion of Parcel E lying West of the entrance gate to the Regime, if said entrance gate shall ever be relocated as provided in the land exchange agreement.

At such time as the new R & K tract shall be developed and a road or street connection or connections made from that tract to the presently existing entrance and exit roadway to and from the Regime, the owners of the new R & K tract and the Regime shall share ratably, as per the acreage of the respective using parcels, any expenses reasonably related to maintenance and upkeep of so much of the entrance roadway as is jointly used.

To have and to hold to above described premises and easement rights, together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantees and to Grantees' successors, heirs and assigns forever.

And the Grantors for themselves and their successors, do hereby covenant with the Grantees and with Grantees' heirs, successors and assigns that Grantors are lawfully seised of said premises and rights, that they are free from encumbrance, that Grantors have good right and lawful authority to convey the same, and that Grantors warrant and will defend the title to said premises against the claims of all persons whosoever.

Executed this 20th day of May, 1978.

Unit No. 13 Harriet F. Warren Testamentary Trust of Mervyn J. Warren created under Will of Mervyn J. Warren and registered and docketed in Trust Book 5, No. 272, Douglas County, Omaha, Nebraska. James T. Warren, Co-FIRST NORTHWESTERN TRUST COMPANY, Co-Trustee, Vice President Unit No. 15 Unit No. 17 Unit No. 19 Unit No. 21

Unit No. 14 than E. Jac Unit No. 18 Leon S. McGoogan, a unremarried widower Unit No. 20

Unit, No. 23	Unit 9/196. 24
Ulinslow M. Van Brund	Maly Muchun
There S. Van Brunt	Peggy HI Blackburn
Unit No. 25	Unit No. 26
Herman L. Weinstein	Godor Fredne
WHerman L. Weinstein	Isadore Friedman
Shirley Ff Weinstein	Kasalie Friedman
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Unit No. 27	Unit No. 28
Unit No. 27 Charles M. Root	Unit No. 28 Vale G. Ginsburg
Charles M. Root The Late of Sant	Yale G. Ginsburg
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Charles M. Root Barbara S. Root Unit No. 29 Mons Hoon	Yale G. Ginsburg Jushung Jessie S. Ginsburg
Charles M. Root Barbara S. Root Unit No. 29	Yale G. Ginsburg Jushung Jessie S. Ginsburg Unit No. 30
Charles M. Root Barbara S. Root Unit No. 29 Mons Hoon	Yale G. Ginsburg Jushung Jessie S. Ginsburg Unit No. 30 Levald Resultan

STATE OF NEBRASKA	1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -
COUNTY OF DOUGLAS) ss. BOOK 1598 PAGE 525
qualified for said FINNMAN, husband as	day of May, 1978, before me, a Notary Public county, personally dame ROBERT E. FINNMAN and JANE H. and wife, known to me to be the identical persons who ag instrument and acknowledged the execution thereof to act and deed.
Witness A SEMERAL MOTARY - State of Re CYNTHIA C. VERCRUYS My Comm. Exp. June 14,	SSE (within ()/ MALLIANE
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.)
<pre>qualified for said husband and wife, }</pre>	county, personally came JOE M. RICE and RUTH E. RICE, known to me to be the identical persons who ag instrument and acknowledged the execution thereof to act and deed.
	my hand and seal the day and year last above written.
GENERAL NOTARY State of Nebraska My Commission Expires APRIL 16, 1973	Jean Kardeller Notary Public
STATE OF NEBRASKA	
COUNTY OF DOUGLAS) ss.)
qualified for said FISHER, husband and	county, personally came MORTON L. FISHER and SHIRLEY G. wife, known to me to be the identical persons who ag instrument and acknowledged the execution thereof to act and deed.
JOAN KARSIEUE GENERAL NOTARY State of Nebraska My Commission Expin APRIL 16, 1979	Clare Kar tottal
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.)
TWEETON, husband an	day of, 1978, before me, a Notary Public county, personally came GERALD R. TWEETON and PHYLLIS S. and wife, known to me to be the identical persons who ag instrument and acknowledged the execution thereof to act and deed.
JOAN MARKSTEPRE GENERAL NOTARY State of Nebraska My Commission Expir APRIL 16, 1979	Loun Partetter
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.)
qualified/for said	day of, 1978, before me, a Notary Public county, personally com MAUDE P. JOHNSON, an unremarried to be the identical person who signed the foregoing

Witness my hand and seal the day and year last above written.

OTARY-State of Medinata
AAC. VERCRUYSSE
Inn. Exp. June 14, 1980

Notary Public

instrument and acknowledged the execution thereof to be her voluntary act

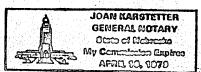
GENERAL NOTARY - State of Nebrasha CYNTHIA C. VERCRUYSSE My Comm. Exp. June 14, 1980

and deed.

On this 25 day of May _, 1978, before me, a Notary Public qualified for said county, personalty came ROBERT C. HASTINGS and ADA O. HASTINGS, hsuband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

Notary Public



Witness my hand and seal the day and year last above written.

© ENERAL ROTARY - State of Nebraska
CYNTHIAC. VERCRUSSI

My Comm. Exp. 30 and 30 and
Notary Public

voluntary act and deed.

husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their

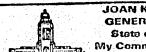
(~--

On this 331 day of 1001, 1978, before me, a Notary Public qualified for said county, personally came BERNARD HOCKENBERG and ARLENE J. HOCKENBERG, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to

be their voluntary act and deed. Witness my hand and seal the day and year last above written. GENERAL NOTARY State of Nebraska My Commission Expires APRIL 16, 1979 NEBRASKA) ss. COUNTY OF DOUGLAS On this 2/ day of May, 1978, before me, a Notary Public qualified for said county, personally came LEO I. MEYERSON and HELEN P. MEYERSON, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed. CENTRAL MOTARY - Nutrice S my hand and seal the day and year last above written. CYNTHIA C. VERCRUYSSE Cystlia Colrisingse My Comm. Exp. June 14, 1980 STATE OF NEBRASKA COUNTY OF DOUGLAS On this goldday of Way, 1978, before me, a Notary Public qualified for said county, personally came WILLIAM J. DICKERSON and NANCY DICKERSON, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed. JOANWAREUSTRY hand and seal the day and year last above written. **GENERAL NOTARY** State of Nebraska M //MS/ Notary Public My Commission Expires **APRIL 16, 1979** STATE OF NEBRASKA ss. COUNTY OF DOUGLAS On this and day of ______, 1978, before me, a Notary Public qualified for said county, personally came LEON S. McGOOGAN, an unremarried widower, 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. JOAN KWESTEEF my hand and seal the day and year last above written. **GENERAL NOTARY** State of Nebraske My Commission Expires Notary Public APRIL 16, 1979 STATE OF NEBRASKA COUNTY OF DOUGLAS On this and day of Milay , 1978, before me, a Notary Public qualified for said county, personally came ORVEL A. MILDER and NAN L. MILDER, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their

voluntary act and deed.

Witness my hand and seal the day and year last above written.



JOAN KARSTETTER **GENERAL NOTARY** State of Nebroska My Commission Expires

On this Annal of May, 1978, before me, a Notary Public qualified for said county, personally came ALBERT M. NEPOMNICK and JEANETTE T. NEPOMNICK, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed. Witness may hand and seal the day and year last above written. JOAN KARSTETTER **GENERAL NOTARY** State of Nebraska My Commission Expires) ss. COUNTY OF DOUGLAS On this 20th day of 1978, before me, a Notary Public qualified for said county, personally came LESTER K. MARCUS and PEARL M. MARCUS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed. Witness my hand and seal the day and year last above written. **GENERAL NOTARY** Jean Marsteller Notary Public State of Nebraska Ay Commission Expires APRIL 16, 1979 STATE OF NEBRASKA SS. COUNTY OF DOUGLAS On this 22md day of Mast, 1978, before me, a Notary Public qualified for said county, personally came ALFRED SOPHIR and AUDREY E. SOPHIR, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed. JOANWEARSTETTER hand and seal the day and year last above written. oan farstetter
Notary Public State of Nebraska My Commission Expires **APRIL 16, 1979** STATE OF NEBRASKA SS. COUNTY OF DOUGLAS On this and day of Mouse, 1978, before me, a Notary Public qualified for said county, personally came WINSLOW M. VAN BRUNT and IRENE S. VAN BRUNT, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed. JOAN KARSTETTER hand and seal the day and year last above written. **GENERAL NOTARY** State of Nebraska ly Commission Expires **APRIL 16, 1973** STATE OF NEBRASKA SS. COUNTY OF DOUGLAS On this 2 day of May, 1978, before me, a Notary Public qualified for said county, personally/came STANLEY S. BLACKBURN and PEGGY H. BLACKBURN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

A CENERAL HOTALY - State of Nebrasta
RI CYNTHIA C. VERCRUYSSE
My Comm. Exp. June 14, 1980

Notary Public

Witness my hand and seal the day and year last above written.

GENERAL ROTARY - State of Rebrasha CYNTHIA C. VERCRUYSSE PR My Comm. Exp. June 14, 1980 Centhia Collecturale Notary Public

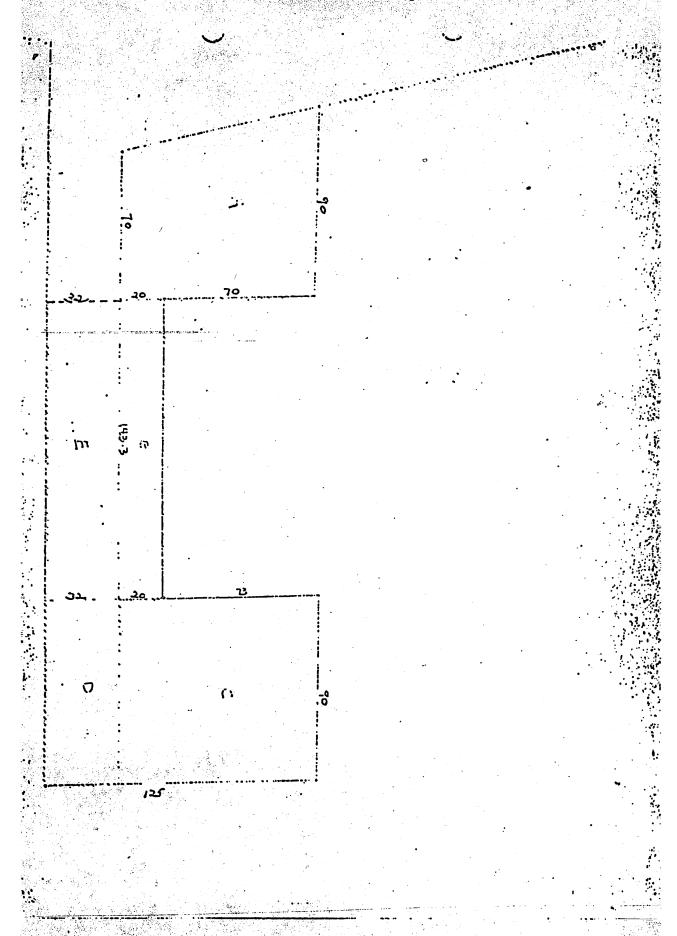
On this 3000 day of _______, 1978, before me, a Notary Public qualified for said county, personally came PAUL D. KADAVY, known to me to be the Vice President of FIRST NORTHWESTERN TRUST COMPANY and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said institutions.

Witness my hand and seal the day and year last above written.

GENERAL NOTARY-state of Nebraska G. A. RIED My Comm. Exp. Feb. 6, 1982

Notary Public





Legal Descriptions
Parcels A, B, C, D and E

Parcels A and B (jointly):

Beginning at a point 212 feet North and 558.6 feet West of the East Quarter-Corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence, N89°59'W a distance of 213.3 feet; thence, N12°29'W a distance of 92.19 feet; thence, S89°59'E a distance of 89.93 feet; thence, S0°E a distance of 70 feet; thence S89°59'E a distance of 143.3 feet; thence S0°E a distance of 20 feet to the point of beginning. In this description the East line of said Section 16, Township 15 North, Range 12 East is assumed to lie in a true North-South direction.

Parcel B is individually described as follows:

Beginning at a point 212 feet North and 558.6 feet West of the East Quarter-Corner of said Section 16; thence, N89°59'W a distance of 143.3 feet; thence, North, a distance of 20 feet; thence S89°59'E a distance of 143.3 feet; thence, South a distance of 20 feet to the point of beginning.

Parcels C and D (jointly):

Beginning at a point 180 feet North and 558.6 feet East of the East Quarter Corner of said Section 16; thence northerly and parallel to the present East property line of the Regime a distance of 125 feet; thence Easterly and parallel to the present South property line of the Regime, a distance of 90 feet; thence Southerly along the present East property line of the Regime a distance of 125 feet; thence Westerly along the present South line of the Regime, a distance of 90 feet to the point of beginning.

Parcel C constitutes the North 93 feet of the just-described tract and Parcel D constitutes the South 32 feet thereof.

Parcel E, measuring 32 feet North and South by 143.3 feet East and West, adjoins Parcel D on the West.

Parcel B, measuring 20 feet North and South by 143.3 feet East and West, adjoins Parcel E on the North.

