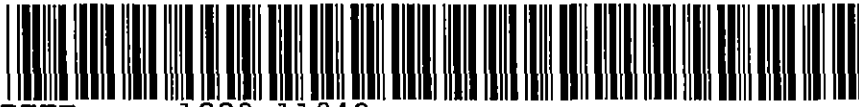




BK 1882 PG 086



DEED 1990 11042

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INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

CORPORATION WARRANTY DEED

BOOK 1882 PAGE 86

Fuchs Machinery, Inc.

a Corporation organized and existing

under the laws of the State of Nebraska

GRANTOR, in consideration of

Ten Dollars (\$10.00) and other valuable consideration ~~DOLLARS~~ received from GRANTEE,

Darland Construction Co., a Nebraska corporation

conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Lot Five (5) in Spring Valley Industrial Park, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska and

Lot Six (6) in Spring Valley Industrial Park, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, Except that part thereof described as follows:

Beginning at the Northwest corner of said Lot 6; thence South 89°40'14" East (assumed bearing), 84.29 feet, on the North line of said Lot 6; thence South 00°19'46" West, 374.39 feet, to the South line of said Lot 6; thence North 89°40'14" West, 105.62 feet, on the South line of said Lot 6; thence North 03°35'25" East, 375.00 feet, on the West line of said Lot 6, to the Point of Beginning.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

(1) is lawfully seised of such real estate and that it is free from encumbrances

See Exhibit "A" attached

(2) has legal power and lawful authority to convey the same;

(3) warrants and will defend title to the real estate against the lawful claims of all persons

Executed... August 27 1990

RECEIVED  
Aug 30 2 50 PM '90  
GEORGE J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY ONE

Hand 11042

BK 1882 N 87/253 CJO FEE 11.00 Fuchs Machinery, Inc. Grantor  
EG 86 N DEL MC By J. Michael Fuchs President  
QB Comp KP F/B 47-36765

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.

The foregoing instrument was acknowledged before me on August 27 1990 by J. Michael Fuchs President of Fuchs Machinery, Inc. a Nebraska Corporation, on behalf of the Corporation.

NEBRASKA DOCUMENTARY STAMP TAX  
Date 8-30-90  
By [Signature]

GENERAL NOTARY State of Nebraska  
MICHAEL M. HUPP  
My Comm. Exp. Oct. 14, 1993

[Signature]  
Notary Public  
My commission expires

STATE OF NEBRASKA, County of

Filed for record and entered in Numerical Index on 19 at o'clock M., and recorded in Deed Record Page

County or Deputy County Clerk  
Register or Deputy Register of Deeds

## EXHIBIT "A"

This deed is subject to an Agreement between the City of Omaha and the Developer, Prime Realty Development, Inc., said Agreement being recorded at Book 895 Page 679 of the Miscellaneous Records of the Register of Deeds of Douglas County, Nebraska, the provisions of which are incorporated herein by reference, and that said Agreement provides, in part, that the said property being in Spring Valley Industrial Park Redevelopment Plan II Area is subject to the following restrictions contained in paragraph 3.5 of the Agreement:

1. During the period that any TIF Funds are outstanding, (1) not protest a total real estate improvement valuation on the Redevelopment Project Area as follows: \$350,000.00 or less prior to sale/lease of or construction on individual lots/ parcels; the purchase price of the individual lots/parcels as documented pursuant to Section 3.7.2 of this Agreement; and \$425,000.00 or less after substantial completion or occupancy of future building(s) on individual lots/parcels; (2) not convey the lots/parcels within the Redevelopment Project Area or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; (3) not apply to the Douglas County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the Redevelopment Project Area; (4) maintain insurance for ninety percent (90%) of the full value of the structures within the Redevelopment Project Area; (5) in the event of casualty, apply such insurance proceeds to their reconstruction; and (6) cause all real estate taxes and assessments levied on the Redevelopment Project Area to be paid prior to the time such become delinquent during the term that the TIF Funds are outstanding. In lieu of the above, the Developer may repay any outstanding TIF Funds. Each of the foregoing covenants shall be referenced in the Notice of Redevelopment Agreement to be recorded with the Douglas County, Nebraska Register of Deeds. The developer agrees to include the same restrictions to be included in any subsequent sale, assignment, sale leaseback or other transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Developer no longer has an interest in the property.

2. Construction must be in conformance with the Area Development and Redevelopment Plan guidelines; and,

3. Real estate taxes and assessments must be paid prior to the time such become delinquent.