



DEED 2005123643



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By <i>cl</i>

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/3/2005 10:46:28.15



2005123643

CORPORATION WARRANTY DEED

KNOWN ALL MEN BY THESE PRESENTS, that Buck's, Inc., a Nebraska Corporation, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEEES, does grant, bargain, sell, convey and confirm unto Kilby Place, L.L.C., a Nebraska Limited Liability Company, herein called the GRANTEE, whether one or more, the following described real property in Douglas County, Nebraska:

Lots 11, 12, 13 and 14, Block 4, Kilby Place, an addition to the City of Omaha, Douglas County, Nebraska, except that part granted to the City of Omaha by Warranty Deed filed December 10, 2004, as Instrument No. 200416071, Records, Douglas County, Nebraska.

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 forever. And 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 encumbrance, except those easements, restrictions and covenants of record or otherwise contained herein.

That GRANTOR has good right and lawful authority to convey the same; and that GRANTOR warrants and will, with the foregoing exceptions, defend the title to said premises against the lawful claims of all persons whomsoever.

This conveyance is made by GRANTOR and accepted by GRANTEE upon the express condition and subject to the restriction and covenant that GRANTEE covenants and agrees, for itself, and its grantees, successors, and assigns, that no part of said premises shall be used for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in gasoline, diesel fuel, kerosene, or any other petroleum products, motor vehicle fuel or fuel used for internal combustion, convenience store items (including but not limited to tobacco or liquor), or car wash services, except for the use or consumption of such products by actual occupants of said premises.

The foregoing restriction and covenant binds and restricts the premises as a covenant in favor of the GRANTOR, its successors and assigns, and shall remain in full force and effect for a term of twenty (20) years from the date of this conveyance or until there is no convenience store owned or operated by GRANTOR or its successors within a one mile radius of the premises conveyed herein, whichever is longer, whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

DATED: September 30, 2005

Deed
2/4

FEE	1200	FB	15-20340
BKP		C/O	COMP MB
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Buck's, Inc., a Nebraska Corporation

By [Signature]
Steve Buchanan, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On September 30, 2005, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Steve Buchanan, President of Buck's, Inc., a Nebraska Corporation known to be the identical person(s) whose name(s) is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said Corporation.

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

[Signature]
NOTARY PUBLIC

My commission expires:

