

WARRANTY DEED

6015 NW 7th Street
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68104

THIS INDENTURE made this 10th day of June, 1982, by and between HARVEY DEVELOPMENT PARTNERSHIP, a Nebraska general partnership, and DOUGLAS COUNTY BANK & TRUST COMPANY of Omaha, Nebraska, a Nebraska corporation;

W I T N E S S E T H:

WHEREAS, Crescent Oaks Joint Venture, Ltd., a Nebraska partnership, was the beneficial owner of that certain tract of land consisting of 17.422 acres, more or less, located at the southwest corner of 144th Street and West Center Road, Douglas County, Nebraska, and now legally described as follows:

Lots Two Hundred Forty-nine (249) and Two Hundred Fifty (250) in Crescent Oaks, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska,

the legal title of which was held on behalf of such partnership by Douglas County Bank & Trust Company, as trustee;

WHEREAS, by that certain Option Contract, dated February 6, 1979, the Douglas County Bank & Trust Company, in its own right, obtained from said Crescent Oaks Joint Venture, Ltd., the right and option for a period of three years from date thereof to purchase for the sum of \$85,000 any two acres of land within said 17.422 acre tract;

WHEREAS, by deeds recorded in Book 1659 at Pages 68 and 71, respectively, in Deed Records in the Register of Deeds of Douglas County, Nebraska, Jack K. Harvey became the sole owner of the fee simple title to said 17.422 acre tract;

WHEREAS, by that certain Agreement, dated September 25, 1980, and recorded October 31, 1980, in Book 641 at Page 423 of Miscellaneous Records in said Register of Deeds, Jack K. Harvey, as the successor and assign of the owner and optionor under such Option Contract dated February 6, 1979, and the Douglas County Bank & Trust Company, as the optionee hereunder, limited and specified the particular tract of land to which the said optionee's option rights pertained and agreed to certain other matters with respect thereto, all as more particularly set forth in said Agreement recorded in Book 641 at Page 423 of said Miscellaneous Records;

WHEREAS, by Warranty Deed, dated September 25, 1980, and recorded October 31, 1980, in Book 1659 at Page 73 of Deed Records in said Register of Deeds, Jack K. Harvey conveyed said 17.422 acre tract to Harvey Development Partnership, a Nebraska general partnership, (herein "Harvey Development"), and Harvey Development is now the sole owner of the fee simple title to said 17.422 acre tract, being said Lots 249 and 250 in Crescent Oaks; and,

WHEREAS, Douglas County Bank & Trust Company (herein "the Bank") has exercised its option to purchase land within said 17.422 acre tract and Harvey Development desires hereby to convey the land to the Bank and the parties desire to establish certain agreements with respect thereto, modifying in part the term of said Agreement recorded in Book 649 at Page 423 of said Miscellaneous Records, all as hereinafter more particularly set forth.

NOW, THEREFORE, in consideration of Eighty-five Thousand Dollars (\$85,000) received from the Bank, HARVEY DEVELOPMENT conveys to the BANK the following described real estate (as defined in Neb. Rev. Stat. 76-201):

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A tract of land lying in part of Lot 249, Crescent Oaks (Lots 112 thru 250), a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 249, Crescent Oaks; thence South $88^{\circ}58'10''$ East along the North line of said Lot 249 a distance of 378.25 feet; thence South $01^{\circ}01'50''$ West a distance of 200.0 feet; thence North $88^{\circ}58'10''$ West on a line 200 feet South of and parallel with the North line of said Lot 249 a distance of 393.42 feet to the West line of said Lot 249; thence Northerly on a 598.87 foot radius curve to the left an arc distance of 135.07 feet to a point of tangency; thence North $01^{\circ}01'50''$ East a distance of 66.07 feet to the POINT OF BEGINNING (containing 76,664.23 sq. ft. or 1.76 acres, more or less) [hereinafter referred to as "Parcel A"];

AND

A tract of land lying in part of Lot 249, Crescent Oaks (Lots 112 thru 250), a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows:

Commencing at the Northwest corner of Lot 249, Crescent Oaks; thence South $88^{\circ}58'10''$ East along the North line of said Lot 249, a distance of 378.25 feet; thence South $01^{\circ}01'50''$ West a distance of 200.0 feet to the POINT OF BEGINNING; thence continuing South $01^{\circ}01'50''$ West a distance of 30.0 feet; thence North $88^{\circ}58'10''$ West on a line 230 feet South of and parallel with the North line of said Lot 249 a distance of 401.13 feet to the West line of said Lot 249; thence Northerly on a 598.87 foot radius curve to the left an arc distance of 31.02 feet; thence South $88^{\circ}58'10''$ East on a line 200 feet South of and parallel to the North line of said Lot 249, a distance of 393.42 feet to the POINT OF BEGINNING [hereinafter referred to as "Parcel B"];

AND

Together with an easement in favor of the Bank, and its successors and assigns, for the benefit of Parcel A and Parcel B, severally, for ingress and egress for vehicular and pedestrian traffic of the Bank and the Bank's business invitees over and across those certain roadways or pathways more particularly described as follows:

A tract of land lying in part of Lots 249 and 250, Crescent Oaks (Lots 112 thru 250), a platted and

recorded subdivision in Douglas County, Nebraska, being more particularly described as follows: Starting at the northwest corner of Lot 249, Crescent Oaks; thence south 88°58'10" east along the north line of said Lot 249 a distance of 378.25 feet; thence south 01°01'50" west a distance of 200.0 feet along the east lot line of said Lot 249 to the Point of Beginning; thence south of 88°58'10" east a distance of 97.0 feet; thence north 01°01'50" east a distance of 50.0 feet; thence south 88°58'10" east a distance of 470.28 feet more or less to a point on the east lot line of said Lot 250; thence south 00°00'05" west along east lot line of said Lot 250, a distance of 30 feet; thence north 88°58'10" west a distance of 370.28 feet more or less; thence south 01°01'50" west a distance of 50 feet; then north 88°58'10" west 197.0 feet; thence north 01°01'50" east a distance of 50 feet to Point of Beginning, containing 0.51 acres more or less (hereinafter referred to as "Parcel C"); and

A tract of land lying in Part of Lot 249, Crescent Oaks (Lots 112 through 250), a platted and recorded subdivision in Douglas County, Nebraska, being more particularly described as follows: Commencing at the northwest corner of Lot 249, Crescent Oaks; thence south 88°58'10" east along the north line of said Lot 249 a distance of 378.25 feet to the point of beginning; thence continuing south 88°58'10" east along the north line of said Lot 249, a distance of 30 feet; thence south 01°01'50" west a distance of 200 feet; thence north 88°58'10" west on a line 200 feet south of and parallel with the north line of said Lot 249 a distance of 30 feet; thence north 01°01'50" east a distance of 200 feet to the point of beginning (hereinafter referred to as "Parcel D").

Harvey Development, for itself and its successors and assigns, covenants and agrees that such rights of ingress and egress in favor of the Bank shall be deemed a part of, and appurtenant to, both Parcel A and Parcel B and shall be a covenant and burden running with the land against the balance of said Lots 249 and 250 in Crescent Oaks.

Harvey Development covenants with the Bank that Harvey Development:

- (1) Is lawfully seized of such real estate and that it is free from encumbrances subject to covenants and easements now of record and subject to matters hereinafter stated;

- (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.

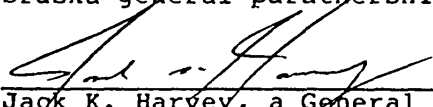
The Bank, for itself and its successors and assigns, covenants and agrees as follows:

- (1) At such time as the Bank is satisfied in its sole discretion that a building may be constructed on Parcel A, to install, or cause to be installed, concrete paving or a hard-surfaced roadway in accordance with specifications designated by the State of Nebraska therefor over and upon all of Parcel B together with islands and curbing lining such roadway, the same to be done and thereafter maintained, all at the Bank's sole cost and expense;
- (2) That Parcel B shall be used as a roadway or access way for vehicular traffic and for no other purposes; and the same shall be maintained free from any obstructions;
- (3) That Harvey Development, its successors and assigns, shall have, and the Bank hereby grants, an easement for ingress and egress on the terms above stated over Parcel B for the benefit of the balance of said Lots 249 and 250 in Crescent Oaks (excluding Parcel A and Parcel B), and that such easement shall be deemed a part of, and appurtenant to, said balance of Lots 249 and 250 in Crescent Oaks and shall be a covenant and burden running with the land against Parcel B.
- (4) To join in the dedication of Parcel B and Parcel C as a public street if required by the State of Nebraska.

Harvey Development and the Bank acknowledge and agree that the rights and obligations of the parties under said Option Contract, dated February 6, 1979, as modified by the said Agreement recorded in Book 641 at Page 423 of said Miscellaneous Records, are fully merged herein and that neither party claims any rights under such agreements which are inconsistent with the terms hereof, such Option Contract and Agreement being hereby fully discharged, released, and satisfied.

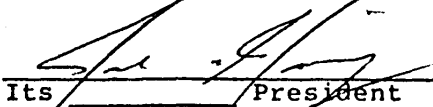
IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

HARVEY DEVELOPMENT PARTNERSHIP,
a Nebraska general partnership,

By: 
Jack K. Harvey, a General Partner

and

By HARVEY OAKS SHOPPING CENTER,
INC., a General Partner,

By: 
Its President

