

WARRANTY DEED

THIS DEED, Made this **30** day of **MAY**, 1974, by MAENNER CO., a Nebraska corporation, and HAWKINS CONSTRUCTION COMPANY, a Nebraska corporation, tenants in common, hereinafter designated and referred to as "Grantor", to D L R BUILDING CO.,

W I T N E S S E T H

The Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, does hereby grant, bargain, sell, convey, and confirm unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

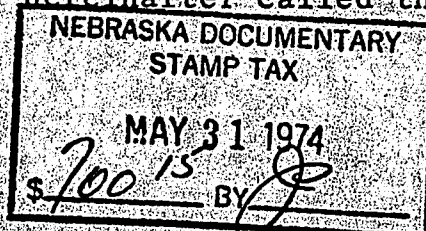
The apartments known as Apartment B1-1 and B2-1 in The Essex Court Condominium Property Regime, designated and described as Apartment B1-1 and B2-1 in the Master Deed dated March 13, 1974, establishing a condominium property regime for the condominium ownership of the land and improvements thereon hereinafter described situated in Omaha, Nebraska in Douglas County, made by the Grantor under the Condominium Property Act of the State of Nebraska, recorded in the office of the Register of Deeds of the County of Douglas, Nebraska, on the 13 day of March 1974, in Book 1498 of Conveyances at Page 11 and as amended Book 533 at Page 1639 hereinafter called the Master Deed, and the Plans and Survey of Essex Court Condominium Property Regime in which the apartments are located, certified by Carl J. Nussrallah (Reg. No. 199) on the 30th day of November, 1973, and filed in the office of the Register of Deeds in the County of Douglas, Nebraska concurrently with the Master deed, hereinafter called the Apartments. The land and improvements comprising the Condominium Property Regime are described as follows:

Part of Lot 162 Regency 2nd Addition, a subdivision in Section 21, Township 15 North, Range 12, East of the 6th P. M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the southeasterly corner of Lot 162C Regency Lake Replat, a subdivision in said Section 21, said southeasterly corner formerly being the southeasterly corner of said Lot 162: thence N00°01'00"W a distance of 871.26 feet; thence S 89°59'00"W a distance of 239.83 feet to the point of beginning; thence N 74°44'11"W a distance of 221.76 feet to a point on the easterly right-of-way of Interstate Highway 680 (I-680); thence northeasterly along said easterly right-of-way of I-680 on a curve to the left, said curve having a radius of 2084.90 feet, a long chord of 224.44 feet bearing N 8°15'56"E, and an arc length of 224.54 feet; to a point of tangency; thence N 5°37'03"E along said easterly right-of-way of I-680 a distance of 187.89 feet; thence S 74°44'11"E a distance of 280.58 feet; thence S 15°15'49"W a distance of 156.00 feet to a point on the right-of-way of Essex Court; thence N 74°44'11"W along said right-of-way of Essex Court a distance of 50.00 feet; thence S 15°15'49"W along said right-of-way of Essex Court a distance of 100.00 feet; thence S 74°44'11"E along said right-of-way of Essex Court a distance of 50.00 feet; thence S 15°15'49"W a distance of 152.00 feet to the point of beginning, and containing 2.21 acres more or less.

(The above description is based on the southerly line of said Lot 162C having as assumed bearing of S 89°59'00"W.)

Together with an undivided 61.1236 percent interest in the common elements of the Property, hereinafter called the Common Elements;



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Together with an easement for the continuance of all encroachments by the Apartment on any adjoining Apartment or Common Elements now existing as a result of construction of the Building in which the Apartments are located or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building, or of the Apartments after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements, so that any such encroachments may remain so long as the Building shall stand;

Together with an easement in common with the owners of other apartments in the Essex Court Condominium Property Regime to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other apartments or elsewhere on the Property, and serving the Apartments.

Together with the appurtenances and all the estate and rights of the Grantor in and to the Apartments;

Together with and subject to all easements of necessity in favor of the Apartments or in favor of the other apartments or the Common Elements;

Subject to the provisions of the Master Deed and of the ByLaws and Recorded Plans of the Essex Court Condominium Property Regime, as the same may be amended from time to time by instruments recorded in the Office of the Register of Deeds of the County of Douglas, Nebraska, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Apartments, as though such provisions were recited and stipulated at length herein, and anything to the contrary herein notwithstanding;

Subject also to easement in favor of adjoining apartments and in favor of the Common Elements for the continuance of all encroachments of such adjoining apartments or Common Elements on the Apartments now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or of any adjoining apartment or of the Common Elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements, so that any such encroachments may remain so long as the Building shall stand;

Subject also to an easement in favor of the other apartments in the Condominium Property Regime to use the pipes, wires, ducts, conduits, cables, public utility lines, and other Common Elements located in the Apartments or elsewhere on the Property and serving such other apartments:

Subject also to the lien of utility easements of record;

To have and to hold the same unto the Grantee, the successors and assigns of the Grantee, forever.

Grantor does hereby covenant with the Grantee, the successors and assigns of the Grantee, that the Grantor is lawfully seized of the Apartments conveyed hereby and that such Apartments are free from encumbrances except as herein stated. Grantor covenants that it has good and right and lawful authority to sell the Apartments hereby and hereby covenants to warrant and defend the title to said Apartments against the lawful claims of all persons whomsoever.

