

Document No.

COUNTER_DKH
VERIFY_DKH
FEES \$ 58.00
CHG_SFILE
SUBMITTED_TITLECORE NATIONAL, LLC

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2016-29557

2016 Nov 15 10:34:20 AM

Sheryl J. Dowling

REGISTER OF DEEDS



This document was drafted by:
Paul R. Jonas, Esq.
Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

Return to:

Boldt Capital, LLC
c/o Ben Visser
1110 N. Old World 3rd Street, Suite 610
Milwaukee, WI 53203

AMENDMENT TO DEED RESTRICTION

WHEREAS, on March 10, 2016, El Jamal Properties, LLC ("El Jamal") acquired from Walgreen Co. ("Walgreens") certain property located in the County of Sarpy, Nebraska ("Property"), which Property is described in that certain warranty deed ("Deed") recorded in the office of the Register of Deeds of Sarpy County, Nebraska on March 21, 2016 as instrument no. 2016-05829, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Deed contains certain restrictions (the "Existing Restrictions") prohibiting the use of the Property by El Jamal and its successors and assigns for the purpose of operating a pharmacy thereon; and

WHEREAS, El Jamal desires to transfer the Property to Omaha Southern Pine Properties, LLC or assigns ("OSPP"); and

WHEREAS, in order to facilitate OSPP's acquisition of the Property from El Jamal and OSPP's intended use of the Property, Walgreen's, OSPP, and El Jamal have agreed to amend the Existing Restrictions to the Deed.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the parties hereby agree as follows:

1. Existing Terms and Conditions. Except as set forth herein, all restrictions, terms and conditions contained in the Deed shall remain in place and continue on in full force and effect. In the case of any conflict between the Deed and the terms of this Amendment to Deed Restriction ("Amendment"), the terms of this Amendment shall control.

2. Use of the Property. The undersigned parties hereby agree that to facilitate OSPP's acquisition and intended use of the Property paragraph (2) of the deed is deleted in its entirety and replaced with the following:

“(2) the Property shall be conveyed subject to the following restrictions (except in the event that Seller or Seller's affiliates shall again become a tenant or owner of the Property): the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind, **other than as an incidental part of a medical, dental, physician, surgical or chiropractic office(s), which shall not be restricted by this subsection.** Said restrictions shall remain in effect for as long as allowed by law.”

3. Covenants Running with the Land. The terms and conditions of this Amendment shall constitute covenants running with the Property and shall be binding upon all parties hereto and to any future owners of the Property, and to the successors and assigns of each.

4. Right to Bind. Walgreens, OSPP, and El Jamal agree that each party hereto has the right to bind the Property as described herein, as well as the authority and ability to fulfill all of the other covenants contained in this Amendment, and that no other third-party consents or acknowledgements are otherwise required.

5. Governing Law. This document shall be construed and enforced in accordance with the internal laws of the State of Nebraska.

[Signatures on Next Pages Following]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Deed Restriction effective as of the 24th day of October, 2016.

WALGREEN~~CO~~ CO.

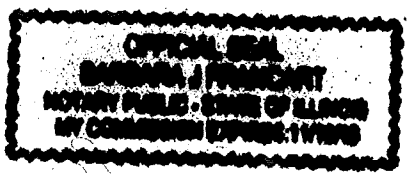
By: [Signature]
 DG Name: Richard Ashworth
 RNS Its: President

STATE OF Illinois }
 } SS.
 COUNTY OF Lake }

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Richard Ashworth being the President of Walgreen Co., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 21st day of October, 2016

Barbara J. Francart
 Print Name: Barbara J. Francart
 Notary Public, State of Illinois
 My Commission Expires: 11/10/2018



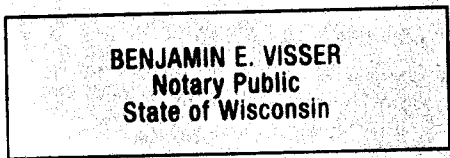
**OMAHA SOUTHERN PINE PROPERTIES,
LLC**

By: [Signature]
Name: James R. Kleinfeldt
Its: Manager

STATE OF Wisconsin }
 } SS.
COUNTY OF Milwaukee }

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named James R. Kleinfeldt, being the Manager of Omaha Southern Pine Properties LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 24th day of October, 2016.



[Signature]
Print Name: Benjamin E Visser
Notary Public, State of Wisconsin
My Commission Expires: 5/28/18

EL JAMAL PROPERTIES, LLC

By: [Signature]
Name: Khalil Eljamal
Its: Managing Member

STATE OF Nebraska }
 } SS.
COUNTY OF Douglas }

I, the undersigned a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Khalil Eljamal, being the Managing Member of Eljamal Properties, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 24 day of Oct, 2016

[Signature]




Print Name: Karly Schmitt
Notary Public, State of Nebraska
My Commission Expires: 9-28-2016

EXHIBIT "A"

COUNTER_JS
VERIFY_JS
FEES \$ 28.00
CHG_SFILE
SUBMITTED_TITLECORE NATIONAL LLC

NEBRASKA DOCUMENTARY STAMP TAX
Mar 21, 2016
\$1822.50 By JS

FILED SARPY CO. NE. INSTRUMENT NUMBER
2016-05829
2016 Mar 21 09:54:57 AM
<i>Sheryl J. Dowling</i>
REGISTER OF DEEDS


This instrument was prepared by:

Rebecca Lidskin, Esq.
Community & Real Estate Law Dept.
Walgreen Co.
104 Wilmot Road, MS #1420
Deerfield, IL 60015
(Store #10860)

Corporate Warranty Deed

THE Grantor, **WALGREEN CO.**, an Illinois corporation, in consideration of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, conveys to **EL JAMAL PROPERTIES, LLC**, a Nebraska limited liability company, Grantee, the following described real estate (as defined in neb. Rev. Stat. 76-201), situated in Sarpy County, Nebraska:

Lot One (1), Southern Pines, a Subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska.

THE Grantor covenants with Grantee that Grantor:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, except (i) general ad valorem real estate taxes and assessments not yet due and payable; (ii) current building codes, set back restrictions, zoning regulations and ordinances and other matters restricting the use of the Property, which have not been violated; (iii) matters done or suffered by or through the Grantee; and (iv) the permitted exceptions set forth on **Exhibit "A"** attached hereto and made a part thereof;
- (2) the Property shall be conveyed subject to the following restrictions (except in the event that Seller or Seller's affiliates shall again become a tenant or owner of the Property): the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind. Said restrictions shall remain in effect for as long as allowed by law;
- (3) has legal power and lawful authority to convey the same;
- (4) warrants and will defend title to the real estate against the lawful claims of all persons claiming by, through, or under Grantor.

(Text of the document ends here - signatures commence on next page.)

Dated this 10th day of MARCH, 2016

Walgreen Co., an Illinois corporation

By: [Signature]
 Name: RICHARD D. STEINER
 Title: DIRECTOR

SOX Approval	By	Date
C&RE Law	<u>RK</u>	<u>3/10/16</u>
Fac. Dev.		

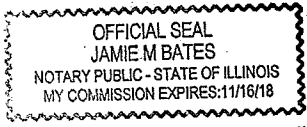
STATE OF ILLINOIS)
)
) SS
 COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that RICHARD D. STEINER, personally known to me to be the DIRECTOR of Walgreen Co., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such DIRECTOR of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 10th day of MARCH, 2016.

My commission expires: 11-16-2018

Jamie M Bates
 Notary Public



SWC 168th & Giles
 Omaha, NE
 Store #10860

Exhibit A
Permitted Exceptions

SWC 168th & Giles
Omaha, NE
Store #10860

EXHIBIT "A"

- 2015 taxes due December 31, 2015 total \$29,032.86, unpaid, 1st installment becomes delinquent on April 1, 2016, 2nd installment becomes delinquent on August 1, 2016. (Key No. 011589801)
 - a. The lien of the general taxes for 2015, becoming due and payable December 31, 2015, and all subsequent taxes and special assessments, including but not limited to those now pending, assessed or levied, not yet certified to the Office of the County Treasurer for collection at the date hereof.
 - b. This property is located within the boundaries of Sanitary and Improvement District #297. NOTE: Information should be obtained from the Clerk of the Sanitary and Improvement District as to the existence of any pending special assessments not currently certified to in the Office of the County Treasurer, which may affect subject property.
 - Terms and provisions of Easement and Right-of-Way in favor of Metropolitan Utilities District filed June 18, 2001 at Inst. No. 2001-18080 records of Sarpy County, Nebraska, across a portion of subject property for pipelines for the transportation of water and all appurtenances thereto.
 - Terms and provisions of Permanent and Temporary Construction Easements and Rights-of-Way in favor of Metropolitan Utilities District of Omaha, its successors and assigns, filed April 30, 2004 at Inst. No. 2004-15367, records of Sarpy County, Nebraska, across a portion of subject property for pipelines for the transportation of water and appurtenances thereto, with rights of ingress and egress.
 - Easements and restrictions as set forth in the Plat and Dedication of Southern Pines filed September 22, 2006 as Inst. No. 2006-032931, records of Sarpy County, Nebraska.
 - a. Dedication grants a perpetual easement to the Omaha Public power District and Qwest and to any company which has been granted a franchise under the authority of the County of Sarpy, Nebraska, to provide a cable television system in the area to be subdivided, their successors and assigns, over, through, under, and across a five foot wide strip of land in each lot abutting the front and side lot lines; and eight foot wide strip of land in each lot abutting the rear lines of all interior lots, and all exterior lots that are adjacent to presently platted and recorded lots, with provision for said sixteen foot easement to be reduced to eight feet.
 - b. Dedication grants a perpetual easement to the Metropolitan Utilities District of Omaha, and Aquilla, their successors and assigns, on, through, under and across a five foot wide strip of land in each lot abutting all cul-de-sacs.
 - c. Plat survey shows a 35 foot wide MUD easement across the East side of subject property and West side of 168th Street, which then said easement crosses on the East 18 foot of subject property.
 - d. Affidavit of Correction filed November 18, 2014 at Instrument No. at Inst. No. 2014-25739 at Inst. No. 2014-25740, records of Sarpy County, Nebraska, to correct and error on the Plat.
 - Subject to any and all unrecorded leases, contracts, and or verbal agreements.
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