



DEED 2012039588



APR 25 2012 16:45 P 4

Nebr Doc Stamp Tax
04-25-2012 Date
\$3771.00
By BW

Fee amount: 20.50  
FB: 55-22044  
COMP: BW

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
04/25/2012 16:45:39.00



AFTER RECORDING RETURN TO:  
Levy Craig Law Firm  
Attention: David V. Kenner  
1301 Oak Street  
Suite 500  
Kansas City, Missouri 64106

**SPECIAL WARRANTY DEED**

This Indenture, Made this 24<sup>th</sup> day of April, 2012, by and between CB&T ORE HOLDING III, LLC, a Missouri limited liability company, with an address of 7280 NW 87th Terrace, Suite 300, Kansas City, Missouri 64153 ("Grantor") and MIDWEST LAND CO, LLC, a South Dakota limited liability company, with an address of 3301 S. 72nd Street, Omaha, Nebraska 68124 ("Grantee").

WITNESSETH, That said Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it duly paid, the receipt of which is hereby acknowledged, does by these presents, Sell and Convey unto Grantee, and his heirs and assigns, all of the Grantor's interest in the following described lots, tract, or parcel of land, lying being situate in the County of Douglas, and State of Nebraska, more particularly described below:

Lot 1, in Lawnfield Replat No. 3, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska;

Together with non-exclusive easement rights appurtenant thereto as established by Declaration of Reciprocal Access Easements dated January 23, 2006 and recorded January 26, 2006, as Instrument No. 2006009302 of the Records of Douglas County, Nebraska.

Subject to encumbrances, easements, covenants, restrictions, zoning ordinances, declarations, contracts, and reservations now of record; easements or claims of easements not shown by the public record; encroachments, overlaps, boundary line disputes, or other matters which should be disclosed by an accurate survey or inspection of the premises; and taxes, assessments and tenancy rights, if any, including without limitation:


- (i) Liens for all current general and special real property taxes and assessments not yet due and payable;
- (ii) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any, including without limitation utility or municipal easements as presently installed;
- (iii) Any state of facts, encroachment, encumbrance, violation, variation or adverse circumstances affecting title, that an accurate and complete survey and/or a personal inspection of the Property may disclose;
- (iv) Any laws, regulations, ordinances (including, but not limited to zoning, historic preservation, building and environmental) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, including but not limited to any disclosure and/or report required by ordinance;
- (v) Rights of existing tenants and/or occupants of the Property, if any;
- (vi) Right or claims of parties in possession not shown by the public records;
- (vii) Easements, or claims of easements, not shown by the public records;
- (viii) Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records;
- (ix) Easements, setback lines or servitudes, if any, reflected on the plat of the Property or otherwise appearing in the public records;
- (x) Prior grants, reservations, exceptions or leases of coal, oil, gas, or other minerals;
- (xi) Tenancy rights, either as month to month, or by virtue of written leases of persons in possession of any part of the subject property;
- (xii) Any riparian, littoral or drainage rights of others;
- (xiii) Inland wetland, tidal wetland, coastal area management, or flood zone regulations.
- (xiv) Terms and conditions of limitations of access, as contained in Right of Way Contract filed June 30, 1960, as Book 355, Page 17, Official Records, Douglas County, Nebraska;
- (xv) Terms and conditions of Easement Agreement For Signage filed October 27, 2004, as Instrument No. 2004140873, Official Records, Douglas County, Nebraska;
- (xvi) Terms and conditions of Right of Way Easement granted to Omaha Public Power District filed August 23, 2005, as Instrument No. 2005103864, Official Records, Douglas County, Nebraska; and
- (xvii) Terms and conditions of Declaration of Reciprocal Access Easements filed January 26, 2006, as Instrument No. 2006009302, Official Records, Douglas County, Nebraska.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. And said Grantor does hereby covenant, promise and agree to and with Grantee, that at the delivery of these

presents, said interest in said premises is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever, except as otherwise provided herein, by, through, or under Grantor, and that Grantor will warrant and forever defend said interest unto Grantee, and its successors and assigns against Grantor, and all and every person or persons whomsoever, lawfully claiming or to claim the same by, through or under Grantor, and against no other claims or demands.

IN WITNESS WHEREOF, The Grantor has hereunto set its hand the day and year first above written.

CB&T ORE HOLDING III, LLC

By:   
Wayne F. Fowler  
Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF PLATTE )

BE IT REMEMBERED, That on this 20 day of April, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wayne F. Fowler, a Vice President of CB&T ORE Holding III, LLC, a limited liability company duly organized and existing under and by virtue of the laws of Missouri, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

*Deborah Almazan*  
Notary Public

My commission expires Sept 7, 2012

Deborah Almazan  
Notary Public-Notary Seal  
State of Missouri  
Commissioned for Jackson County  
My Commission Expires: September 7, 2012  
Commission # 08385275

PLEASE RETURN DOCUMENT TO:

First American Title Insurance Company  
National Commercial Services  
911 Main, Suite 2500, Kansas City, MO 64108  
Attention: Janice Dowdy  
FILE NO. 531-750