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SUBMITTED TITLECORE NATIONAL, LLC

NEBRASKA DOCUMENTARY
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Jun 28, 2018
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FILED SARPY CO. NE.
INSTRUMENT NUMBER

2018-14715

2018 Jun 28 03:35:54 PM

Sheryl J. Dowling

REGISTER OF DEEDS



[SPACE ABOVE THIS LINE FOR RECORDING DATA]

DEED AND BILL OF SALE

FOR VALUABLE CONSIDERATION, First National Bank of Omaha, a national banking association, ("Grantor") transfers and conveys to the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. Section 18-2101.01 ("Grantee"), all of Grantor's rights, title and interests in or to the following described property or improvements on or serving such property, for Grantee to carry out Demolition and Site Preparation of such property and improvements:

The Building and all other improvements on or serving the following real property:
Lot 11, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska (commonly known as 7855 So. 84th Street, La Vista, Nebraska) ("Property"),

and consents to Grantee's commencement and performance of Demolition and Site Preparation with respect to such Property, subject to consent of La Vista City Centre, LLC ("landlord") as successor-in-interest to Brentwood Crossing Associates II, and landlord of the Property under that certain Lease Agreement with Grantor, as lessee, dated August 1, 1993 (the "Ground Lease"), and consent of Dundee Bank, a branch of Security State Bank and holder of security interests in the Property, with such landlord and secured party consents evidenced by executing the Landlord Consent and Secured Party Consent in form and content below as applicable. Without limiting the foregoing, this Bill of Sale shall be deemed to include any personal property remaining at, on or in the Building, the improvements, or Property at the time of Closing, and any rights of Grantor under the Ground Lease for Grantee to carry out Demolition and Site Preparation.

Grantor for itself and its successors and assigns represents and warrants that Grantor owns the Building and other improvements of the Property and has the legal right to sell and hereby sells the rights and interests described in this Bill of Sale, free and clear of all encumbrances, liens, assessments, taxes for years prior to Closing, restrictions, and covenants ("Title"); and agrees to defend Grantee against any and all claims against such Title. Grantor gives no representation or warranty with respect to the condition of the Building or such improvements.

Any capitalized term not defined in this Bill of Sale shall have the meaning assigned to it in the AGREEMENT FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO

Upon Recording Please Return To:
Fitzgerald, Schorr PC LLO
Attn: Tom McKeon
10050 Regency Circle
Omaha, NE 68114

301740-18

LEASEHOLD INTERESTS between Grantor and Grantee, dated effective as of June 26, 2018, a copy of which is on file with the La Vista City Clerk and incorporated herein by this reference.

EXECUTED this 26th day of June, 2018.

FIRST NATIONAL BANK OF OMAHA

BY: Brenda Dooley
Brenda Dooley
Senior Vice President

LANDLORD CONSENT

For valuable consideration, La Vista City Centre, LLC hereby consents to the **DEED AND BILL OF SALE** of First National Bank of Omaha above, including without limitation conveyance to Grantee of all Grantor rights and interests in or to the Building and other improvements on, in, under, over, across, or otherwise connected with the Property, and Grantee carrying out Demolition and Site Preparation with respect to such Property.

EXECUTED this _____ day of _____, 2018.

LA VISTA CITY CENTRE, LLC

BY: _____
Christopher L. Erickson, Manager

SECURED PARTY CONSENT

The undersigned, as the holder of a lien on the Property, hereby consents and agrees to the DEED AND BILL OF SALE of First National Bank of Omaha and Landlord Consent above, including without limitation conveyance to Grantee of all Grantor rights and interests in or to the Building and other improvements on, in, under, over, across, or otherwise connected with the Property, and Grantee or its designee carrying out Demolition and Site Preparation with respect to such Property.

EXECUTED this _____ day of _____, 2018.

Dundee Bank, a branch of Security State Bank

By _____

Its _____

LEASEHOLD INTERESTS between Grantor and Grantee, dated effective as of June 26, 2018, a copy of which is on file with the La Vista City Clerk and incorporated herein by this reference.

EXECUTED this _____ day of _____, 2018.

FIRST NATIONAL BANK OF OMAHA


BY: _____
Brenda Dooley
Senior Vice President

LANDLORD CONSENT

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EXECUTED this 26 day of JUNE, 2018.

LA VISTA CITY CENTRE, LLC

BY: 
Christopher L. Erickson, Manager

SECURED PARTY CONSENT

The undersigned, as the holder of a lien on the Property, hereby consents and agrees to the DEED AND BILL OF SALE of First National Bank of Omaha and Landlord Consent above, including without limitation conveyance to Grantee of all Grantor rights and interests in or to the Building and other improvements on, in, under, over, across, or otherwise connected with the Property, and Grantee or its designee carrying out Demolition and Site Preparation with respect to such Property.

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Its _____

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Senior Vice President

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LA VISTA CITY CENTRE, LLC

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EXECUTED this 26 day of June, 2018.

Dundee Bank, a branch of Security State Bank

By 

Its Senior Vice President

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by Brenda Dooley, Senior Vice President of First National Bank of Omaha, a national banking association, as his or her voluntary act and deed and the voluntary act and deed of said bank.



Cynthia Ann Jones
Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, as his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Secured Party Consent was acknowledged before me this ____ day of _____, 2018, by _____, _____ of Dundee Bank, a branch of Security State Bank, on behalf of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

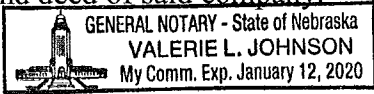
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Brenda Dooley, Senior Vice President of First National Bank of Omaha, a national banking association, as his or her voluntary act and deed and the voluntary act and deed of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of June, 2018, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, as his voluntary act and deed and the voluntary act and deed of said company.



Valerie L. Johnson
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Secured Party Consent was acknowledged before me this ____ day of _____, 2018, by _____, _____ of Dundee Bank, a branch of Security State Bank, on behalf of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Brenda Dooley, Senior Vice President of First National Bank of Omaha, a national banking association, as his or her voluntary act and deed and the voluntary act and deed of said bank.

Notary Public

ACKNOWLEDGEMENT OF NOTARY

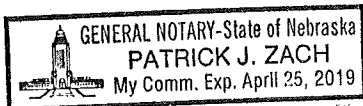
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Christopher L. Erickson, Manager of La Vista City Centre, LLC, a Nebraska limited liability company, as his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing Secured Party Consent was acknowledged before me this 26 day of June, 2018, by Adrian Hernandez, Senior V.P. of Dundee Bank, a branch of Security State Bank, on behalf of said bank.



[Signature]
Notary Public