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TRUSTEE'S DEED

NEBRASKA DOCUMENTARY STAMP TAX						
JUN - 3 1983						
\$ 19250 BY VK	_					

KNOW ALL MEN BY THESE PRESENTS:

That First National Bank of Omaha, Trustee, does by virtue and in execution of the powers in it vested as Trustee, and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to it in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto

Sunbelt 1983-A Smorgasbord Restaurants, Ltd., an Oklahoma limited partnership

the following described real estate, situated in the County of Douglas and State of Nebraska, to-wit:

The North 250 feet of the East 400 feet of Lot 30, Empire Park, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and shown on the attached Land Surveyor's Certificate (To be known as Lot 1, Empire Park Replat II).

subject to easements and restrictions of record.

Grantor covenants with Grantee that Grantor:

- 1. Is lawfully seized of such real estate and that it is free from encumbrances, except easements and restrictions or record.
  - 2. Has legal power and lawful authority to convey the same.
- ${f 3.}$  Warrants and will defend title to the real estate against any acts of the Grantor.

The above described real estate is conveyed subject to the restrictions attached hereto as Exhibit A, which shall run with the land, and be binding on his or its successors or assigns.

First National Bank of Omaha, Trustee

Trust Officer

STATE OF NEBRASKA

SS

COUNTY OF DOUGLAS

Trust Officer

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Notary Public

Notary Public

Commission expires

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## EXHIBIT "A"

Buyer agrees that Buyer and Buyer's assigns shall be restricted in their use of the real property purchased hereunder as follows:

- 1. Such use shall at all times comply with all applicable federal, state, and municipal laws, including all zoning and building codes.
- 2. Other than doors and windows, one hundred percent (100%) of the exterior walls of all buildings erected on said real property shall be constructed, or faced, with brick, decorative concrete block, decorative concrete panels, or equally attractive materials. The entire surface of each built-upon lot which is not otherwise covered by buildings, parking areas, and other improvements, shall be covered by grass, trees, or shrubs, and maintained in an attractive manner at all times. No portion of any built-upon lots shall be left as open dirt or weed areas.
- 3. No portion of any lot shall be used for any industrial, residential, or non-commercial use. The permitted commercial uses of said lots shall be of the general, although not necessarily identical, type and character as the present commercial uses of the developed lots in Empire Park, including without limitation, motels, office buildings, banks, radio stations, health clubs, and insurance agencies.
- 4. The exterior of all improvements shall have an attractive appearance, so as to not materially impair the marketability of any unimproved lots owned by Seller in Empire Park.
- Prior to construction of any improvements, Buyer shall submit Buyer's plans to Seller. If Seller reasonably and in good faith determines that such plans, if implemented, shall constitute a material breach of the restrictions set forth in paragraphs 1 through 4 above, Seller shall, within 10 days after receipt of said plans, give written notice to Buyer of Seller's disapproval of said plans. Upon receipt of such disapproval, Buyer shall: (a) conform such plans to the reasonable requirements of Seller; (b) commence a declaratory judgment action in the District Court of Douglas County, Nebraska for the purpose of determining whether or not such plans constitute a violation of the restrictions set forth in paragraphs 1 through 4 above and/or (c) elect to submit the dispute to arbitration. In the event arbitration is elected by Buyer, Buyer and Seller shall each select an independent architect and said architects shall select a third Said three architects shall promptly review and, by a architect. majority vote, determine whether or not said plans reasonably constitute a violation of said restrictions. All expenses of such arbitration shall be equally divided between the parties. If Seller fails to object to said plans within 10 days of receipt Seller shall be deemed to have waived any objection thereto.

The deed pursuant to which the land covered hereby is conveyed shall contain a restriction of use of the terms above set forth.

## BOOK 1706 PAGE 220

## LAND SURVEYOR'S CERTIFICATE

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

North 250 feet of the East 400 feet of Lot 30, Empire Park, -as surveyed, platted and recorded in Douglas Co., Nebrask

10803 Jehn GALT BLUD Plat to scale showing tract surveyed with all pertinent points BLVD. 400 LOT 30 EMPIRE Scale: 1" = 300 ckingbird Drive EMPIRE PARK REPLAT STREET REGISTRATION NO. 3/14/83 DATE OF SURVEY DATE RECEIVED FIELD BOOK NO. PAGE Approved as a subdivision of only two (2) loss with plat requirement waived per Section 7.08 Home Rule Charter of the City of Omaha, 1956. 18-33C

## RESOLUTION

"RESOLVED, that any Trust Officer is hereby given full authority to make and execute for and on behalf of the Bank as Trustee, and in its name, as such Trustee, or other fiduciary, such agreements, assignments, transfers, conveyances, receipts, releases, discharges and settlements as may be requisite to or necessary in the usual performance of the business of the Trust Department, including the power to release and/or assign mortgages, or in other fiduciary capacity. He shall also have full authority to sign and endorse checks and drafts, or other orders for the payment of money necessary, usual or incidental to the business of the Trust Department; he shall have the power and authority to endorse bonds, notes and other evidences of indebtedness held by the Bank as Trustee, or in any other fiduciary capacity; the intention being to confer upon such Trust Officer generally the power and authority, for and on behalf of the Bank, and in its name, to do all and singular the acts and things, incidental or necessary to the full and complete discharge by the Bank of the business of Trustee or other fiduciary, so as to enable any such Trust Officer to exercise fully and completely, for and on behalf of the Bank, and in its name, all of the rights, powers, duties and privileges granted to or conferred upon a National Bank as Trustee, or other fiduciary, in the laws of the United States, permitting national banks to act as such Trustee, etc. In addition to any Trust Officer, the Chairman of the Board, the President, or any Vice President of the First National Bank of Omaha, may discharge the duties and perform and exercise all of the powers conferred in this Resolution upon any Trust Officer."

STATE	OF	1	NEBRASKA	)	
				)	ss.
COUNTY	O	?	DOUGLAS	)	•

I, Wm. J. Feser, hereby certify that I am Vice President of the First National Bank of Omaha, Nebraska; that the above and foregoing is a true copy of the Resolution of the Board of Directors of the First National Bank of Omaha, and is now in full force and effect.

I further certify that \_\_\_\_\_\_ is duly elected,

qualified and acting <u>Trust Officer</u> of the First National Bank of Omaha, Omaha, Nebraska, and as such officer now has full authority to act under the above Resolution.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the corporate seal of the First National Bank of Omaha this <u>lst</u> day of <u>June</u>, 19<u>83</u>.

(SEAL)

RECEIVED

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C. HAROLD OSTLER REGISTER OF DEEDS DOUGLAS COUNTY, NEBR. Wm. J. Feser Vice President

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