

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That FREDERICK H. BUCHOLZ and NAOMI T. BUCHOLZ, husband and wife, hereinafter called "Grantors", in consideration of the covenants and restrictions hereinafter stated and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from Grantee, do hereby grant, bargain, sell, convey and confirm unto DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART, a Nebraska corporation, hereinafter called "Grantee", an undivided 39.6 percent interest in and to the following described real property located in Douglas County, Nebraska, to-wit:

The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres more or less;

subject, however, to easements and restrictions of record and to the following covenants and restrictions as to the use thereof. Grantee, by acceptance of this deed, covenants and agrees for itself and for its successors and assigns that for a period of thirty (30) years from the date hereof, and notwithstanding the zoning ordinances and regulations otherwise applicable during that period, the afore-stated property, referred to herein as the "tract", shall be used only in accordance with the following:

A - While the entire tract is owned by the Grantee and used by it for school purposes:

1 - It shall be used solely for the construction and operation thereon of a private school of any one or more of the pre-school, primary, secondary and junior college levels. However, prior to the completion of a permanent school facility on the tract with students enrolled and in attendance, all but

the West 200 feet of the tract may be used for school sponsored or related activities between the hours of 8:00 A.M. and 6:00 P.M., but any temporary structures for such use shall not be placed within 400 feet of the west boundary line of the tract. To the extent not so used prior to such completion, the tract shall be used either for the production of low-growing farm crops such as small grain, alfalfa and soybeans, or it shall be seeded to low-growing pasture grass or legumes and, in either event, shall be kept free of noxious weeds.

2 - No portion of any structure or other facility, other than pedestrian ways and lighting for same as hereinafter limited, shall be located within the west set-back area as such set-back area is hereinafter defined, and no pedestrian way located in the west set-back area shall be within 25 feet of the west boundary line of the tract, except that, by mutual agreement of Grantee and the adjoining property owners, as such property owners are hereinafter defined, a pedestrian way for ingress and egress to the tract may be established at a point on the west boundary line. Any lighting of pedestrian ways in the west set-back area shall be by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. After completion of a permanent school facility on the tract, the west set-back area, other than as devoted to pedestrian ways, shall be grassed or grassed and landscaped with no hedge or row plantings in excess of 6 feet in height. However, individual trees and shrubs or groupings of a small number thereof in such area may exceed that height.

3 - No portion of any structure or other facility, any portion of which is located within 400 feet of the west boundary

line of the tract, shall have a height in excess of 25 feet above the highest adjacent grade of the structure or facility. Any structure or other facility, all of which is located more than 400 feet from the west boundary line of the tract, may have a height in excess of 40 feet above the highest adjacent grade of the structure or facility. The foregoing height limitations shall not apply to a chapel and its bell tower or spire.

4 - No swimming pool not entirely enclosed within a permanent structure primarily devoted to other uses, and no tennis courts or other similar outdoor athletic fields or facilities for which lighting or spectator facilities are provided, shall be within 400 feet of the west boundary line of the tract.

5 - No vehicle drives or streets, other than service drives for permanent structures, shall be located within 200 feet of the west boundary line of the tract. No parking facility shall be located in the west set-back area and no single parking facility anywhere on the tract shall have a capacity of more than 50 cars. There shall be a minimum of 20 feet of grassed or landscaped area between separate parking facilities on the tract. Any lighting for service drives and parking facilities located within 200 feet of the west boundary line of the tract shall be accomplished by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. Lighting for vehicle and service drives, parking lots and pedestrian ways located more than 200 feet from the west boundary line, but within the west one-half of the tract, shall be by means of architecturally compatible poles or other mountings not in excess of 16 feet in height.

6 - All utility service lines and pipes, including gas, water, electrical and telephone lines and pipes, shall be placed underground throughout the tract, and any utility structures which of necessity must be above ground shall be attractively screened or landscaped. No separate storage or maintenance structures or similar facilities shall be erected above grade in the west 400 feet of the tract.

7 - Exterior spotlighting or floodlighting for illumination of structures and, where permitted, athletic fields and facilities shall be so placed that the light producing agent is not visible on the west boundary line of the tract.

8 - All refuse containers and incineration facilities on the tract shall be located within the enclosed permanent structures which they serve.

9 - Any exterior signs in the west one-half of the tract, other than traffic control signs and signs affixed to but no higher than the building on which they are affixed, shall have a maximum height not in excess of 3 feet above grade.

10 - Except for the pedestrian access which may be established by mutual agreement of the parties in accordance with paragraph 2 above, all points of vehicular and pedestrian ingress and egress to the tract shall be located on the north or east boundary lines of the tract or on the east 660 feet of the south boundary line of the tract. There shall be no publically dedicated streets or vehicle ways on the tract, and no vehicle driveway shall be located within 10 feet of the south boundary line of the tract, except on the east 660 feet of such boundary line.

11 - Any change in the existing grade in that portion of the tract within 200 feet of the west boundary line shall be approved by the adjoining property owners. Differences in

grade in the remaining portion of the tract shall be accomplished by natural rock walls erected without mortar or by gentle slopes not exceeding 3 horizontal and 1 vertical which are grassed or landscaped. No creosoted post or plank retaining walls shall be erected anywhere on the tract, and no concrete retaining walls shall be erected on the west 400 feet of the tract except such as are reasonably required for below grade access to structures for vehicles and pedestrians.

12 - Except for a boundary line fence which may be erected on the north, east and south boundary lines of the tract to a height of not in excess of 7 feet, any fence erected on the tract shall be in accordance with the following:

a. No fence shall be erected on the west 200 feet of the tract without the approval of the adjoining property owners.

b. Any fence erected in that portion of the tract lying between 200 feet and 400 feet from the west boundary line of the tract, other than fences required for athletic fields or facilities, shall be constructed either of ornamental wrought iron, stone, brick, wood or a combination thereof and shall not exceed 4 feet in height.

c. Any fence erected on that portion of the tract 400 or more feet from the west boundary line may be of any type, material and height.

B - Any use of any part of the tract by Grantee or any other person or entity for any purpose other than the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, such a use being referred to hereinafter for convenience as a nonconforming use, shall be only in accordance with the following:

1 - Any nonconforming use of any part of the west one-half of the tract shall at least meet, but may be more restrictive

than, all of the requirements, including those of area, height and density, of second residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date thereof and, in addition and notwithstanding such second residence district zoning, any lot, any part of which is within 200 feet of the west boundary line of the tract, shall have an area of not less than 21,780 square feet and the use of such lot shall be limited to a single family dwelling with an outside first floor area, excluding garages, porches, patios and terraces, of not less than 1,750 square feet.

2 - Any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, including those of area, height and density, of third residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof, unless the entire west one-half of the tract is used for the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, in which event, any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, other than the height requirement, but including the area and density requirements, of ninth residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof and, as to height, any structure shall not exceed 65 feet in height.

C - For the purpose of these covenants and restrictions:

1 - The term "adjoining property owners" shall mean the owner or owners, from time to time during the period of these covenants, of Lots 4 and 5, Bloomfield Hills Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded.

2 - The term "west set-back area" shall mean that portion of the tract enclosed by a line beginning at the southwest corner of the tract and running easterly along the south boundary line of the tract a distance of 150 feet; thence northerly along a line parallel to the west boundary line of the tract a distance of 400 feet; thence easterly along a line parallel to the south boundary line of the tract a distance of 25 feet; thence northerly along a line parallel to the west boundary line of the tract to a point 400 feet south of the north boundary line of the tract; thence westerly along a line parallel to the north boundary line of the tract to a point 150 feet east of the west boundary line of the tract; thence northerly along a line parallel to the west boundary line of the tract to the north boundary line of the tract; thence westerly along the north boundary line of the tract to the west boundary line of the tract; thence southerly along the west boundary line of the tract to the place of beginning.

D - The terms and provisions of these covenants and restrictions may be amended and modified from time to time by mutual agreement in writing of the adjoining property owners and the then owner or owners of that portion of the tract to be affected by such amendment or modification, which agreement shall be filed of record and shall be effective as of such filing. Further, by written declaration of the adjoining property owners which is filed of record any one or more of the covenants and restrictions herein contained may be declared of no further force and effect.

E - The foregoing covenants and restrictions shall run with the land and shall be binding upon the Grantee and its successors and assigns, and such covenants and restrictions shall inure to the benefit of, and shall be specifically enforceable by, the adjoining property owners and their successors, heirs, executors, administrators

or assigns and reference herein to Grantors or Grantee shall include the successors, assigns, heirs, executors or administrators of said Grantors or Grantee.

TO HAVE AND TO HOLD the above described premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto the Grantee and to Grantee's successors and assigns.

And the Grantors do hereby covenant with the Grantee and with Grantee's successors and assigns that Grantors are lawfully seized of said premises; that they are free from encumbrances other than easements and restrictions of record and the covenants and restrictions herein contained; that Grantors have good right and lawful authority to convey the same; and that Grantors warrant and will defend the title to said premises against the lawful claims of all persons whomsoever.

DATED this 4 day of March, 1966.

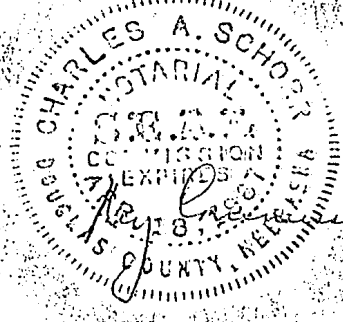
Two J. [Signature] Witness Grantor
Two J. [Signature] Witness Naomi T. Bucholz Grantor

STATE OF NEBRASKA]
] ss.
COUNTY OF DOUGLAS]

Before me, a Notary Public qualified for in said county, personally came FREDERICK H. BUCHOLZ and NAOMI T. BUCHOLZ, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on the 4 day of March, 1966.

Charles A. Schorr
Notary Public



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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That THE OMAHA NATIONAL BANK, Trustee, hereinafter called "Grantor", in consideration of the covenants and restrictions hereinafter stated and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received from Grantee, does hereby grant, bargain, sell, convey and confirm unto DUCHESNE COLLEGE AND CONVENT OF THE SACRED HEART, a Nebraska corporation, hereinafter called "Grantee", an undivided 60.4 per cent interest in and to the following described real property located in Douglas County, Nebraska, to-wit:

The North half of the North half of the Northeast Quarter of the Southeast Quarter and the South half of the Southeast Quarter of the Northeast Quarter and the South half of the North half of the Southeast Quarter of the Northeast Quarter all in Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, containing 40 acres more or less;

subject, however, to easements and restrictions of record and to the following covenants and restrictions as to the use thereof. Grantee, by acceptance of this deed, covenants and agrees for itself and for its successors and assigns that for a period of thirty (30) years from the date hereof, and notwithstanding the zoning ordinances and regulations otherwise applicable during that period, the afore-stated property, referred to herein as the "tract", shall be used only in accordance with the following:

A - While the entire tract is owned by the Grantee and used by it for school purposes:

1 - It shall be used solely for the construction and operation thereon of a private school of any one or more of the pre-school, primary, secondary and junior college levels. However, prior to the completion of a permanent school facility on the tract with students enrolled and in attendance, all but

the West 200 feet of the tract may be used for school sponsored or related activities between the hours of 8:00 A.M. and 6:00 P.M., but any temporary structures for such use shall not be placed within 400 feet of the west boundary line of the tract. To the extent not so used prior to such completion, the tract shall be used either for the production of low-growing farm crops such as small grain, alfalfa and soybeans, or it shall be seeded to low-growing pasture grass or legumes and, in either event, shall be kept free of noxious weeds.

2 - No portion of any structure or other facility, other than pedestrian ways and lighting for same as hereinafter limited, shall be located within the west set-back area as such set-back area is hereinafter defined, and no pedestrian way located in the west set-back area shall be within 25 feet of the west boundary line of the tract, except that, by mutual agreement of Grantee and the adjoining property owners, as such property owners are hereinafter defined, a pedestrian way for ingress and egress to the tract may be established at a point on the west boundary line. Any lighting of pedestrian ways in the west set-back area shall be by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. After completion of a permanent school facility on the tract, the west set-back area, other than as devoted to pedestrian ways, shall be grassed or grassed and landscaped with no hedge or row plantings in excess of 6 feet in height. However, individual trees and shrubs or groupings of a small number thereof in such area may exceed that height.

3 - No portion of any structure or other facility, any portion of which is located within 400 feet of the west boundary

line of the tract, shall have a height in excess of 25 feet above the highest adjacent grade of the structure or facility. Any structure or other facility, all of which is located more than 400 feet from the west boundary line of the tract, may have a height in excess of 40 feet above the highest adjacent grade of the structure or facility. The foregoing height limitations shall not apply to a chapel and its bell tower or spire.

4 - No swimming pool not entirely enclosed within a permanent structure primarily devoted to other uses, and no tennis courts or other similar outdoor athletic fields or facilities for which lighting or spectator facilities are provided, shall be within 400 feet of the west boundary line of the tract.

5 - No vehicle drives or streets, other than service drives for permanent structures, shall be located within 200 feet of the west boundary line of the tract. No parking facility shall be located in the west set-back area and no single parking facility anywhere on the tract shall have a capacity of more than 50 cars. There shall be a minimum of 20 feet of grassed or landscaped area between separate parking facilities on the tract. Any lighting for service drives and parking facilities located within 200 feet of the west boundary line of the tract shall be accomplished by means of architecturally compatible poles or other mountings not in excess of 4 feet in height. Lighting for vehicle and service drives, parking lots and pedestrian ways located more than 200 feet from the west boundary line, but within the west one-half of the tract, shall be by means of architecturally compatible poles or other mountings not in excess of 16 feet in height.

6 - All utility service lines and pipes, including gas, water, electrical and telephone lines and pipes, shall be placed underground throughout the tract, and any utility structures which of necessity must be above ground shall be attractively screened or landscaped. No separate storage or maintenance structures or similar facilities shall be erected above grade in the west 400 feet of the tract.

7 - Exterior spotlighting or floodlighting for illumination of structures and, where permitted, athletic fields and facilities shall be so placed that the light producing agent is not visible on the west boundary line of the tract.

8 - All refuse containers and incineration facilities on the tract shall be located within the enclosed permanent structures which they serve.

9 - Any exterior signs in the west one-half of the tract, other than traffic control signs and signs affixed to but no higher than the building on which they are affixed, shall have a maximum height not in excess of 3 feet above grade.

10 - Except for the pedestrian access which may be established by mutual agreement of the parties in accordance with paragraph 2 above, all points of vehicular and pedestrian ingress and egress to the tract shall be located on the north or east boundary lines of the tract or on the east 660 feet of the south boundary line of the tract. There shall be no publically dedicated streets or vehicle ways on the tract, and no vehicle driveway shall be located within 10 feet of the south boundary line of the tract, except on the east 660 feet of such south boundary line.

11. - Any change in the existing grade in that portion of the tract within 200 feet of the west boundary line shall be approved by the adjoining property owners. Differences in

grade in the remaining portion of the tract shall be accomplished by natural rock walls erected without mortar or by gentle slopes not exceeding 3 horizontal and 1 vertical which are grassed or landscaped. No creosoted post or plank retaining walls shall be erected anywhere on the tract, and no concrete retaining walls shall be erected on the west 400 feet of the tract except such as are reasonably required for below grade access to structures for vehicles and pedestrians.

12 - Except for a boundary line fence which may be erected on the north, east and south boundary lines of the tract to a height of not in excess of 7 feet, any fence erected on the tract shall be in accordance with the following:

a. No fence shall be erected on the west 200 feet of the tract without the approval of the adjoining property owners.

b. Any fence erected in that portion of the tract lying between 200 feet and 400 feet from the west boundary line of the tract, other than fences required for athletic fields or facilities, shall be constructed either of ornamental wrought iron, stone, brick, wood or a combination thereof and shall not exceed 4 feet in height.

c. Any fence erected on that portion of the tract 400 or more feet from the west boundary line may be of any type, material and height.

B - Any use of any part of the tract by Grantee or any other person or entity for any purpose other than the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, such a use being referred to hereinafter for convenience as a nonconforming use, shall be only in accordance with the following:

1 - Any nonconforming use of any part of the west one-half of the tract shall at least meet, but may be more restrictive

than, all of the requirements, including those of area, height and density, of second residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date thereof and, in addition and notwithstanding such second residence district zoning, any lot, any part of which is within 200 feet of the west boundary line of the tract, shall have an area of not less than 21,780 square feet and the use of such lot shall be limited to a single family dwelling with an outside first floor area, excluding garages, porches, patios and terrances, of not less than 1,750 square feet.

2 - Any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, including those of area, height and density, of third residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof, unless the entire west one-half of the tract is used for the maintenance of a school and its supporting grounds in accordance with paragraph A hereof, in which event, any nonconforming use of any part of the east one-half of the tract shall at least meet, but may be more restrictive than, all of the requirements, other than the height requirement, but including the area and density requirements, of ninth residence district zoning under the Omaha, Nebraska, zoning ordinances in effect on the date hereof and, as to height, any structure shall not exceed 65 feet in height.

C - For the purpose of these covenants and restrictions:

1 - The term "adjoining property owners" shall mean the owner or owners, from time to time during the period of these covenants, of Lots 4 and 5, Bloomfield Hills Addition, an addition in Douglas County, Nebraska, as surveyed, platted and recorded.

2 - The term "west set-back area" shall mean that portion of the tract enclosed by a line beginning at the southwest corner of the tract and running easterly along the south boundary line of the tract a distance of 150 feet; thence northerly along a line parallel to the west boundary line of the tract a distance of 400 feet; thence easterly along a line parallel to the south boundary line of the tract a distance of 25 feet; thence northerly along a line parallel to the west boundary line of the tract to a point 400 feet south of the north boundary line of the tract; thence westerly along a line parallel to the north boundary line of the tract to a point 150 feet east of the west boundary line of the tract; thence northerly along a line parallel to the west boundary line of the tract to the north boundary line of the tract; thence westerly along the north boundary line of the tract to the west boundary line of the tract; thence southerly along the west boundary line of the tract to the place of beginning.

D - The terms and provisions of these covenants and restrictions may be amended and modified from time to time by mutual agreement in writing of the adjoining property owners and the then owner or owners of that portion of the tract to be affected by such amendment or modification, which agreement shall be filed of record and shall be effective as of such filing. Further, by written declaration of the adjoining property owners which is filed of record any one or more of the covenants and restrictions herein contained may be declared of no further force and effect.

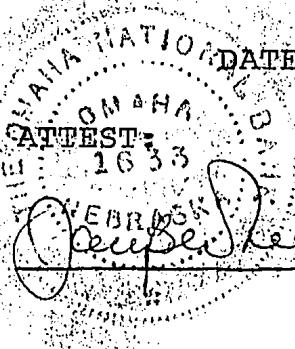
E. - The foregoing covenants and restrictions shall run with the land and shall be binding upon the Grantee and its successors and assigns, and such covenants and restrictions shall inure to the benefit of, and shall be specifically enforceable by, the adjoining property owners and their successors, heirs, executors, administrators

or assigns and reference herein to Grantor or Grantee shall include the successors and assigns of said Grantor or Grantee.

TO HAVE AND TO HOLD the above described premises, together with all tenements, hereditaments and appurtenances thereto belonging, unto the Grantee and to Grantee's successors and assigns.

And the Grantor does hereby covenant with the Grantee and with Grantee's successors and assigns that Grantor is lawfully seized of said premises; that they are free from encumbrances other than easements and restrictions of record and the covenants and restrictions herein contained; that Grantor has good right and lawful authority to convey the same; and the Grantor warrants and will defend the title to said premises against the lawful claims of all persons claiming from, through or under said Grantor.

DATED this 4 day of March, 1966.

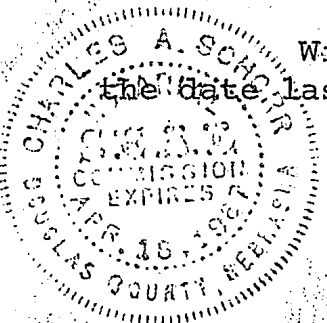


THE OMAHA NATIONAL BANK, Trustee
By John R. Coker
Vice President and Trust Officer

STATE OF NEBRASKA]
COUNTY OF DOUGLAS] ss

On this 4 day of March, 1966, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named John R. Coker, Vice President of The Omaha National Bank, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as Vice President of said corporation, and he acknowledged said instrument and the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said The Omaha National Bank as Trustee.

Witness my hand and official seal at Omaha in said County the date last aforesaid.



Charles A. Scherr
Notary Public

My commission expires April 18, 1967

16-15-12

CORPORATION QUITCLAIM DEED

THE VILLAS CORPORATION (hereinafter referred to as "grantor"), a corporation organized under and pursuant to the laws of the State of Nebraska, in consideration of the surrender of all outstanding stock of grantor by the grantees, in furtherance of the dissolution of grantor agreed to by the grantees as sole shareholders of grantor, under date of February 1, 1974, does quitclaim, convey and confirm unto GRETCHEN SWANSON PULLEN an undivided 62% interest, and to JOHN J. BYRNE an undivided 38% interest, in and to the following real property in Douglas County, Nebraska:

Beginning at a point 988.0 feet North and 468.6 feet West of the East One-Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, said point being also on the South line of Meadowbrook Addition to the City of Omaha, Douglas County, Nebraska, thence continuing in a Westerly direction along the South line of said Meadowbrook Addition, a distance of 851.75 feet to the West line of the Southeast Quarter of the Northeast Quarter of said Section 16, thence left, in a Southerly direction, along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 810.6 feet, thence left, in an Easterly direction, along a straight line, a distance of 852.8 feet, thence left, in a Northerly direction, parallel to the East line of said Section 16, a distance of 808.9 feet to the South line of said Meadowbrook Addition and the point of beginning, and containing 15.84 acres, more or less;

together with an easement for ingress and egress over the following described property, to-wit: Beginning at a point 330.0 feet South and 468.6 feet West of the East one-quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, thence continuing in a Westerly direction, along the previously described course, a distance of 100.0 feet, thence right, in a Northerly direction, parallel to the East line of said Section 16, a distance of 510.0 feet, thence right, in an easterly direction, parallel to the penultimately described course, a distance of 100.0 feet, thence right, in a Southerly direction, parallel to the East line of said Section 16, a distance of 510.0 feet to the point of beginning and containing 1.17 acres, more or less;

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, claims and demands whatsoever of the grantor.

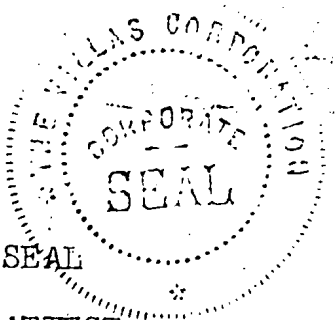
The 15.84 acre tract above described was conveyed to the grantor by Duchesne College & Convent of the Sacred Heart under Corporation Warranty Deed dated April 29, 1972 and recorded May 9, 1972 in Book 1454 at Page 515 of the Deed Records of Douglas County, Nebraska. The easement above-described was granted in easement document recorded in Book 509 at Page 699 of the Miscellaneous Records of Douglas County, Nebraska.

Subsequent to receiving the above-described property, grantor caused a portion of same to be established into a condominium regime known as "The Summit Condominium Property Regime", initially consisting of Units 1 through 30, inclusive. The Master Deed establishing said regime was dated March 8, 1973, and recorded in Book 1476 at Page 37 of the Deed Records of Douglas County, Nebraska. In the making of the conveyance herein it is the intent of the grantor to convey all interests, of whatsoever nature, which it may have in The Summit Condominium Property Regime; that interest includes all Units of The Summit Condominium Property Regime, except Units #5, #9 and #12, which Units have been conveyed to other parties prior to the date of this instrument.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantees (Gretchen Swanson Pullen and John J. Byrne), and to the grantees' heirs and assigns forever.

In witness whereof, grantor has caused its corporate seal to be affixed and these presents signed by its President.

Dated February 1, 1974.



THE VILLAS CORPORATION

By Gretchen Swanson Pullen
Gretchen Swanson Pullen
President

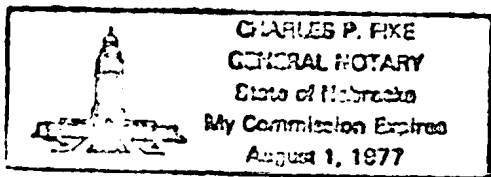
ATTEST:

By: G. E. Sawali
G. E. Sawali
Assistant Secretary

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

Before me, a Notary Public qualified for said county, personally came GRETCHEN SWANSON PULLEN, President of The Villas Corporation, a corporation, known to me to be the President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be her voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on February 1, 1974.



Charles P. Fike
Charles P. Fike
Notary Public

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
16 DAY OF April 19 74 AT 3:38 P.M. C. HAROLD OSTLER, REGISTER OF DEEDS

625

16-15-12

QUITCLAIM DEED

GRETCHEN SWANSON PULLEN and WEBSTER E. PULLEN, wife and husband, and JOHN J. BYRNE and PHYLLIS B. BYRNE, husband and wife, (hereinafter collectively referred to as "grantors"), in consideration and fulfillment of a plan of dissolution of The Villas Corporation agreed to under date of February 1, 1974, hereby quitclaim, convey and confirm unto THE SUMMIT PARTNERSHIP, LTD., a limited partnership consisting of Gretchen Swanson Pullen (general partner) and John J. Byrne (limited partner) the following described real estate located in Douglas County, Nebraska:

A tract located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16-15-12 containing 15.84 acres, more or less, together with an easement for ingress and egress located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16-15-12 containing 1.17 acres, more or less, and including all interests in "The Summit Condominium Property Regime" exclusive of Units #5, #9 and #12, all as more particularly described in a Corporation Quitclaim Deed of even date from The Villas Corporation (grantor) to Gretchen Swanson Pullen and John J. Byrne (grantees) which is recorded in Book 1500 at Page 151 of the Deed Records of Douglas County, Nebraska.

It is the intention of the grantors herein to convey to the grantee herein all of the right, title and interest received by them in and to the property described in the aforesaid Corporation Quitclaim Deed.

In witness whereof, grantors have set their hands this 1st day of February, 1974.

Gretchen Swanson Pullen

Gretchen Swanson Pullen

Webster E. Pullen

Webster E. Pullen

John J. Byrne

John J. Byrne

Phyllis B. Byrne

Phyllis B. Byrne

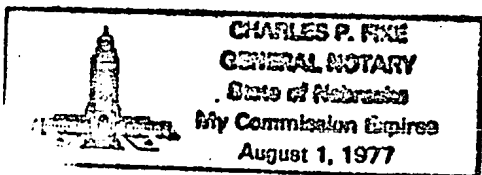
STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

Before me, a Notary Public qualified for said county, personally came GRETCHEN SWANSON PULLEN and WEBSTER E. PULLEN, wife and husband, to me known to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on February 1, 1974.

Charles P. Fike

Charles P. Fike
Notary Public



Quitclaim Deed

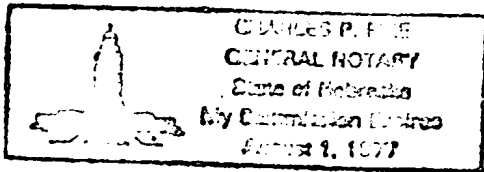
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

Before me, a Notary Public qualified for said county, personally came JOHN J. BYRNE and PHYLLIS B. BYRNE, husband and wife, to me known to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal on February 1, 1974.

Charles P. Fike

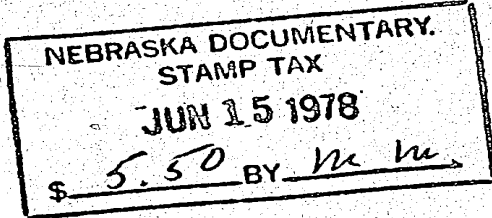
Charles P. Fike
Notary Public



62

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
16 DAY OF April 1974 2:40 P.M. G. HAROLD ESTLER, REGISTER OF DEEDS

625



BOOK 1598 PAGE 518
WARRANTY DEED

The undersigned (hereafter collectively referred to as "Grantors"), constitute all of the co-owners of Unit Nos. 1 through 30 of The Summit Condominium Property Regime (hereafter referred to as "the Regime"). Webster E. Pullen and Gilco Trust Company, Trustees (hereafter sometimes referred to as "the Trustees") are trustees under a certain Irrevocable Trust Agreement dated December 30, 1976 and sometimes referred to as "the R & K Trust". The Trustees are also sometimes referred to herein as "the Grantees".

By Warranty Deed dated April 29, 1972 and recorded May 9, 1972 in Book 1454 at Page 515 of the Deed Records in the office of the Register of Deeds of Douglas County, Nebraska, Duchesne College & Convent of the Sacred Heart conveyed to The Villas Corporation a certain 15.84 acre tract of land located in the SE-1/4 of the NE-1/4 of Section 16, Township 15 North, Range 12 East of the 6th P.M. By Master Deed and By-Laws executed under date of March 3, 1973 and recorded March 22, 1973 in Book 1476 at Page 37 of said Deed Records, The Villas Corporation submitted a portion of said 15.84 acre tract to the Regime.

By mesne conveyances, the Trustees have succeeded to the title of that portion of the 15.84 acre tract not submitted to the Regime; for convenience, said remainder tract is sometimes referred to herein and elsewhere as "the R & K tract."

On or about the 30-14 day of December, 1977, the Grantors and the Trustees entered into a certain agreement (hereafter referred to as "the land exchange agreement") providing, among other things, that Grantors would convey to the Trustees (as Grantees) certain parcels of land now comprising a portion of the common elements of the Regime, and for Grantees to convey to Grantors certain parcels of land now comprising a portion of the R & K tract. The land exchange agreement

also provided for the mutual granting and/or retention of certain easement rights as well as for the possible future sharing, between the parties, of maintenance and upkeep expenses relating to the present entrance and exit roadway.

For purpose of convenience, the portion of the above-described 15.84 acre tract hereafter to be held by the Trustees (after the land exchange agreement has been effected) shall be referred to as "the new R & K tract."

Also for convenience, there is attached hereto as Exhibit "1" a diagram showing five parcels of land, described as Parcels A, B, C, D and E. Parcels identified as C, D and E are presently within the Regime and Parcels identified as A and B are presently owned by the R & K Trust. The Southeast corner of Parcel D is identical with the Southeast corner of the Regime property, as presently constituted (exclusive of the 100 foot entrance and exit easement way) and is the point marked as "the point of beginning" on the survey attached to the original Master Deed and By-Laws, being 180 feet North and 468.6 feet West of the East One-Quarter corner of Section 16-15-12.

Parcels C and D are jointly described as follows:

Beginning at a point 180 feet North and 558.6 feet East of the East Quarter Corner of said Section 16; thence northerly and parallel to the present East property line of the Regime a distance of 125 feet; thence Easterly and parallel to the present South property line of the Regime, a distance of 90 feet; thence Southerly along the present East property line of the Regime a distance of 125 feet; thence Westerly along the present South line of the Regime, a distance of 90 feet to the point of beginning.

Parcel C constitutes the North 93 feet of the just-described tract and Parcel D constitutes the South 32 feet thereof.

Parcel E, measuring 32 feet North and South by 143.3 feet East and West, adjoins Parcel D on the West.

Parcel B, measuring 20 feet North and South by 143.3 feet East and West, adjoins Parcel E on the North.

For One Dollar (\$1.00) and other valuable consideration, Grantors hereby grant and convey to Grantees all of their right, title and interest in and to Parcels C and D, subject, however, to the retention in favor of Grantors, their successors and assigns, of certain permanent and/or conditional easements, as follows:

1. Permanent easement for ingress and egress over that portion of Parcel D (and, if applicable, over that portion of Parcel C) upon which is presently located a portion of the entrance and exit roadway presently servicing the Regime. Said easement rights shall also be for the purpose of maintenance and upkeep of said roadway.

Grantees, their successors and assigns, and all owners or users of any portion of the new R & K tract, shall have the right of usage of said roadway for purposes of ingress and egress to and from the new R & K tract, and shall also have the right of ingress and egress to and from said property over and upon the 100 foot easement way adjoining the 15.84 acre tract on the South, which latter right, as expressed in the original grant of easement to The Villas Corporation, and re-expressed in the Master Deed and By-Laws of the Regime, is hereby reconfirmed by Grantors.

2. Easement for any utilities that may presently exist in or on Parcels C and D for the benefit of the Regime (such as sprinkler systems and electrical lines, television antenna and cable), and for access for purposes of maintenance and repair of such utilities; provided, that if the problem between the Regime and The Summit Partnership, Ltd. regarding the television antenna system is hereafter resolved in such a way as to make unnecessary the television tower presently located on the subject tract, then the Grantees (their successors and assigns) shall have the right to remove said tower and any related cable, and the easement rights for the tower and cable over and on Parcels C and D shall then terminate.

3. Easement for any fencing presently existing on Parcel C or D, including access for maintenance and repair purposes; provided that if such fencing shall ever be removed by Grantees (or their successors or assigns) in the manner permitted and provided for under the land exchange agreement referred to above, said fencing easement shall thereupon terminate.

In addition to the above, Grantors do also hereby grant and convey to Grantees, their successors and assigns, a permanent easement over and right to use the property described above as Parcel E, for purposes of ingress and egress to and from the new R & K tract and for installation, use, maintenance and relocation of utilities servicing the new R & K tract; provided, however, that no such rights shall extend to any portion of Parcel E lying West of the entrance gate to the Regime, if said entrance gate shall ever be relocated as provided in the land exchange agreement.

At such time as the new R & K tract shall be developed and a road or street connection or connections made from that tract to the presently existing entrance and exit roadway to and from the Regime, the owners of the new R & K tract and the Regime shall share ratably, as per the acreage of the respective using parcels, any expenses reasonably related to maintenance and upkeep of so much of the entrance roadway as is jointly used.

To have and to hold to above described premises and easement rights, together with all tenements, hereditaments and appurtenances thereto belonging unto the Grantees and to Grantees' successors, heirs and assigns forever.

And the Grantors for themselves and their successors, do hereby covenant with the Grantees and with Grantees' heirs, successors and assigns that Grantors are lawfully seised of said premises and rights, that they are free from encumbrance, that Grantors have good right and lawful authority to convey the same, and that Grantors warrant and will defend the title to said premises against the claims of all persons whosoever.

Executed this 20th day of May, 1978.

Unit No. 1

Robert E. Finnman
Robert E. Finnman

Jane H. Finnman
Jane H. Finnman

Unit No. 3

Morton L. Fisher
Morton L. Fisher

Shirley G. Fisher
Shirley G. Fisher

Unit No. 5

John B. Byrne
John B. Byrne

Phyllis B. Byrne
Phyllis B. Byrne

Unit No. 7

Morton A. Richards
Morton A. Richards

Elaine Richards
Elaine Richards

Unit No. 9

Robert E. Hastings
Robert E. Hastings

Ada O. Hastings
Ada O. Hastings

Unit No. 11

Alvin S. Nogg
Alvin S. Nogg

Marya E. Nogg
Marya E. Nogg

Unit No. 2

Joe M. Rice
Joe M. Rice

Ruth E. Rice
Ruth E. Rice

Unit No. 4

Maude P. Johnson
Maude P. Johnson, an unmarried widow

Unit No. 6

Jean G. Day
Jean G. Day, formerly
Jean G. Young

John F. Day
John F. Day

Unit No. 8

Charles E. Lakin
Charles E. Lakin

Florence M. Lakin
Florence M. Lakin

Unit No. 10

William J. Lohrman
William J. Lohrman

Sarah M. Lohrman
Sarah M. Lohrman

Unit No. 12

George C. Holling
George C. Holling

Irene L. Holling
Irene L. Holling

DOUGLAS LAND COMPANY

BY George C. Holling
Its Pres.

Unit No. 13

Harriet F. Warren
Harriet F. Warren
Testamentary Trust of Mervyn J. Warren created under Will of Mervyn J. Warren and registered and docketed in Trust Book 5, No. 272, Douglas County, Omaha, Nebraska.

Unit No. 14

Nathan E. Jacobs
Nathan E. Jacobs
Gladys Brandeis Jacobs
Gladys Brandeis Jacobs

James T. Warren
James T. Warren, Co-Trustee
FIRST NORTHWESTERN TRUST COMPANY,
Co-Trustee,

BY Paul D. Kadavy
Paul D. Kadavy, Vice President

Unit No. 15

Bernard Hockenberg
Bernard Hockenberg
Arlene J. Hockenberg
Arlene J. Hockenberg

Unit No. 16

Leo T. Meyerson
Leo T. Meyerson
Helen P. Meyerson
Helen P. Meyerson

Unit No. 17

William J. Dickerson
William J. Dickerson
Nancy C. Dickerson
Nancy C. Dickerson

Unit No. 18

Leon S. McGoogan
Leon S. McGoogan, an
unremarried widower

Unit No. 19

Orvel A. Milder
Orvel A. Milder
Nan L. Milder
Nan L. Milder

Unit No. 20

Albert M. Nepomnick
Albert M. Nepomnick
Jeanette T. Nepomnick
Jeanette T. Nepomnick

Unit No. 21

Lester K. Marcus
Lester K. Marcus
Pearl M. Marcus
Pearl M. Marcus

Unit No. 22

Alfred Sophir
Alfred Sophir
Audrey E. Sophir
Audrey E. Sophir

Unit No. 23

Winslow M. Van Brunt
Winslow M. Van Brunt

Irene S. Van Brunt
Irene S. Van Brunt

Unit No. 24

Stanley S. Blackburn
Stanley S. Blackburn

Peggy H. Blackburn
Peggy H. Blackburn

Unit No. 25

Herman L. Weinstein
Herman L. Weinstein

Shirley F. Weinstein
Shirley F. Weinstein

Unit No. 26

Isadore Friedman
Isadore Friedman

Rosalie Friedman
Rosalie Friedman

Unit No. 27

Charles M. Root
Charles M. Root

Barbara S. Root
Barbara S. Root

Unit No. 28

Yale G. Ginsburg
Yale G. Ginsburg

Jessie S. Ginsburg
Jessie S. Ginsburg

Unit No. 29

Morris Koom
Morris Koom

Doris Lee Koom
Doris Lee Koom

Unit No. 30

Gerald R. Tweeton
Gerald R. Tweeton

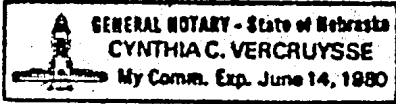
Phyllis S. Tweeton
Phyllis S. Tweeton

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

BOOK 1598 PAGE 525

On this 29 day of May, 1978, before me, a Notary Public qualified for said county, personally came ROBERT E. FINNMAN and JANE H. FINNMAN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

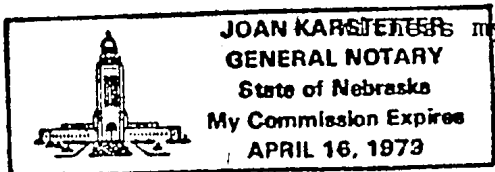
Witness my hand and seal the day and year last above written.



Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came JOE M. RICE and RUTH E. RICE, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

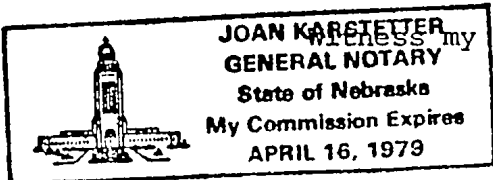


Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came MORTON L. FISHER and SHIRLEY G. FISHER, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

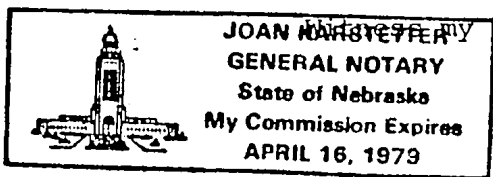


Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came GERALD R. TWEETON and PHYLLIS S. TWEETON, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



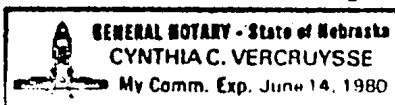
Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 25 day of May, 1978, before me, a Notary Public qualified for said county, personally came MAUDE P. JOHNSON, an unremarried widow, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

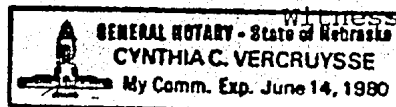
Witness my hand and seal the day and year last above written.



Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came JOHN J. BYRNE and PHYLLIS B. BYRNE, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

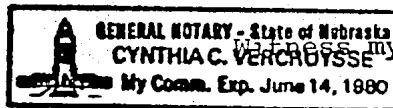


Witness my hand and seal the day and year last above written.

Cynthia C. Vercrusse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of May, 1978, before me, a Notary Public qualified for said county, personally came JEAN G. DAY (formerly Jean G. Young) and JOHN F. DAY, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

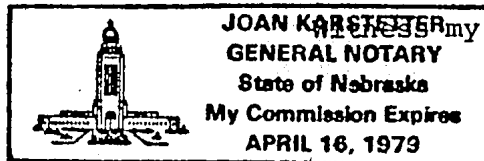


Witness my hand and seal the day and year last above written.

Cynthia C. Vercrusse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came MORTON A. RICHARDS and ELAINE RICHARDS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

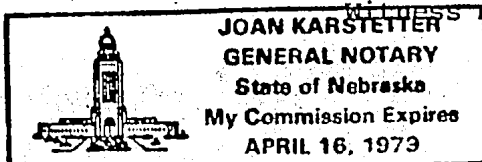


Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came CHARLES E. LAKIN and FLORENCE M. LAKIN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



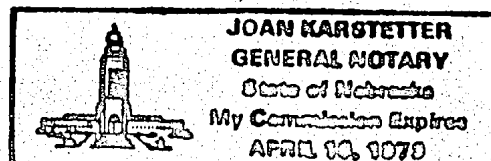
Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 25th day of May, 1978, before me, a Notary Public qualified for said county, personally came ROBERT C. HASTINGS and ADA O. HASTINGS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

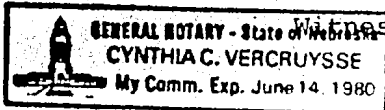
Witness my hand and seal the day and year last above written.



Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came WILLIAM J. LOHRMAN and SARAH M. LOHRMAN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

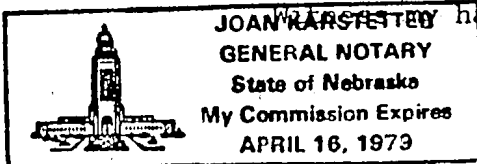


Witness my hand and seal the day and year last above written.

Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came ALVIN S. NOGG and MANYA E. NOGG, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

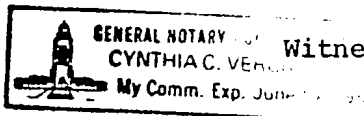


Witness my hand and seal the day and year last above written.

Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came GEORGE C. HOLLING and IRENE L. HOLLING, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

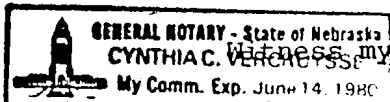


Witness my hand and seal the day and year last above written.

Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of May, 1978, before me, a Notary Public qualified for said county, personally came HARRIET F. WARREN, an unremarried widow known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.



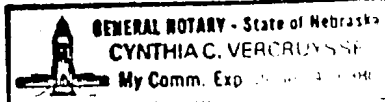
Witness my hand and seal the day and year last above written.

Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came NATHAN E. JACOBS and GLADYS BRANDEIS JACOBS husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

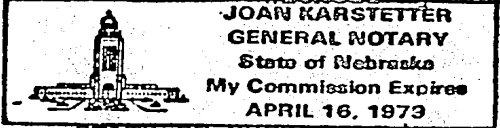


Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23rd day of May, 1978, before me, a Notary Public qualified for said county, personally came BERNARD HOCKENBERG and ARLENE J. HOCKENBERG, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.



Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came LEO I. MEYERSON and HELEN P. MEYERSON, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

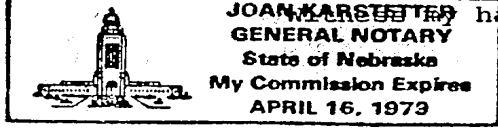


Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came WILLIAM J. DICKERSON and NANCY DICKERSON, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.



Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came LEON S. MCGOGAN, an unremarried widower, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and seal the day and year last above written.

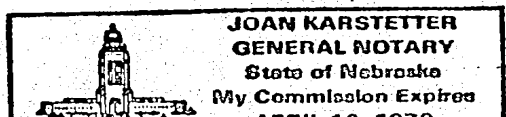


Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came ORVEL A. MILDER and NAN L. MILDER, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

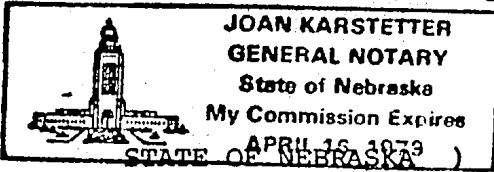


Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21st day of May, 1978, before me, a Notary Public qualified for said county, personally came ALBERT M. NEPOMNICK and JEANETTE T. NEPOMNICK, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

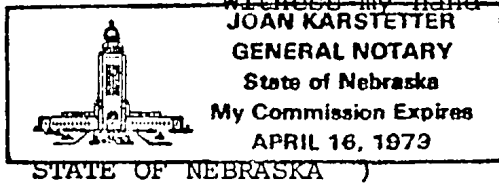


Joan Karstetter
Notary Public

) ss.
COUNTY OF DOUGLAS)

On this 20th day of May, 1978, before me, a Notary Public qualified for said county, personally came LESTER K. MARCUS and PEARL M. MARCUS, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

~~Witness my hand and seal the day and year last above written.~~

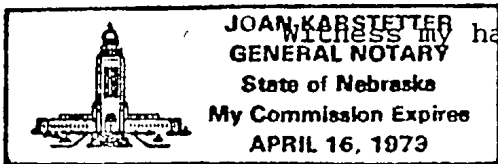


Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came ALFRED SOPHIR and AUDREY E. SOPHIR, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

~~Witness my hand and seal the day and year last above written.~~

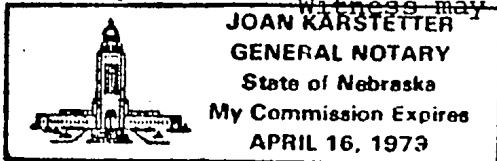


Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 23rd day of May, 1978, before me, a Notary Public qualified for said county, personally came WINSLOW M. VAN BRUNT and IRENE S. VAN BRUNT, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

~~Witness my hand and seal the day and year last above written.~~

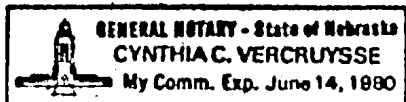


Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 24 day of May, 1978, before me, a Notary Public qualified for said county, personally came STANLEY S. BLACKBURN and PEGGY H. BLACKBURN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

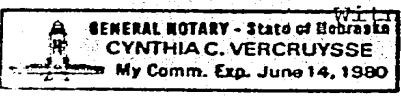


Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came HERMAN L. WEINSTEIN and SHIRLEY F. WEINSTEIN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

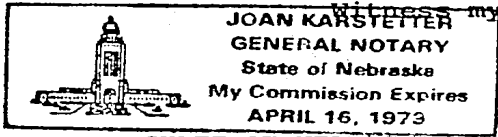


Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 22nd day of May, 1978, before me, a Notary Public qualified for said county, personally came ISADORE FRIEDMAN and ROSALIE FRIEDMAN, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

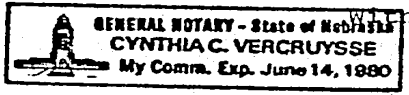


Joan Karstetter
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came CHARLES M. ROOT and BARBARA S. ROOT, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

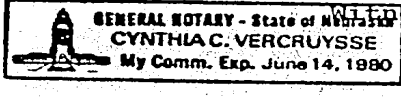


Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came YALE G. GINSBURG and JESSIE S. GINSBURG, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

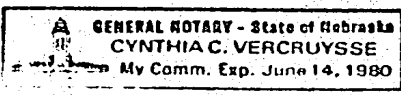


Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21 day of May, 1978, before me, a Notary Public qualified for said county, personally came MORRIS KOOM and DORIS LEE KOOM, husband and wife, known to me to be the identical persons who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.

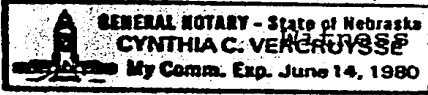


Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

on May 29, 1978

Before me, a notary public qualified in said county, personally came GEORGE C. HOLLING, Vice President of Douglas Land Company, a corporation, known to me to be the Vice President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

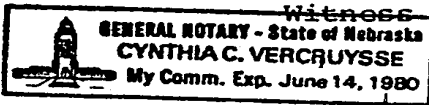


Witness my hand and seal the day and year last above written.

Cynthia C. Verduyse
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 26 day of May, 1978, before me, a Notary Public qualified for said county, personally came JAMES T. WARREN, known to be to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.



Witness my hand and seal the day and year last above written.

Cynthia C. Verduyse
Notary Public

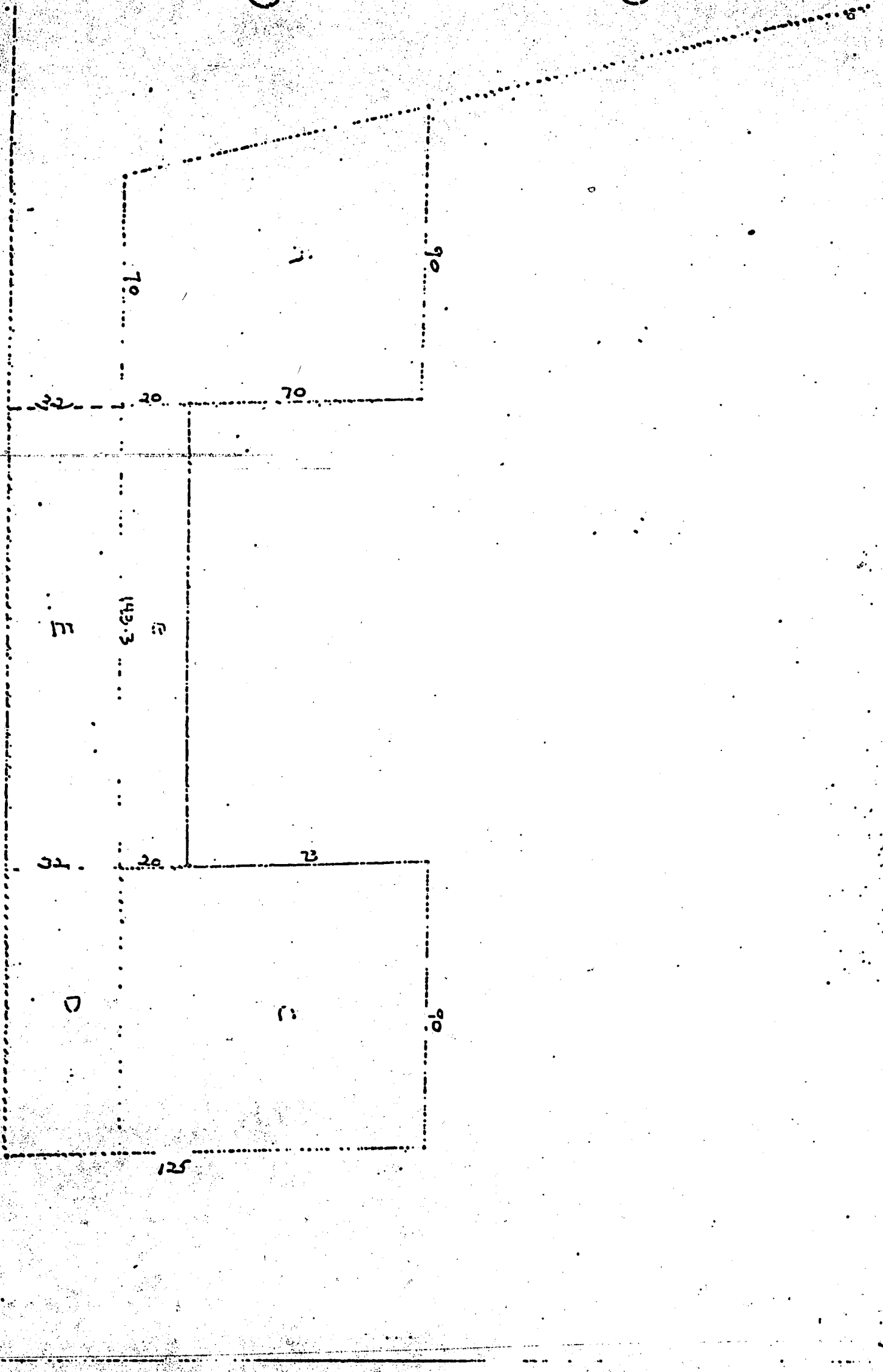
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 30th day of May, 1978, before me, a Notary Public qualified for said county, personally came PAUL D. KADAVY, known to me to be the Vice President of FIRST NORTHWESTERN TRUST COMPANY and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said institutions.

Witness my hand and seal the day and year last above written.



G. A. Ried
Notary Public



Legal Descriptions
Parcels A, B, C, D and E

Parcels A and B (jointly):

Beginning at a point 212 feet North and 558.6 feet West of the East Quarter-Corner of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska; thence, N89°59'W a distance of 213.3 feet; thence, N12°29'W a distance of 92.19 feet; thence, S89°59'E a distance of 89.93 feet; thence, S0°E a distance of 70 feet; thence S89°59'E a distance of 143.3 feet; thence S0°E a distance of 20 feet to the point of beginning. In this description the East line of said Section 16, Township 15 North, Range 12 East is assumed to lie in a true North-South direction.

Parcel B is individually described as follows:

Beginning at a point 212 feet North and 558.6 feet West of the East Quarter-Corner of said Section 16; thence, N89°59'W a distance of 143.3 feet; thence, North, a distance of 20 feet; thence S89°59'E a distance of 143.3 feet; thence, South a distance of 20 feet to the point of beginning.

Parcels C and D (jointly):

Beginning at a point 180 feet North and 558.6 feet East of the East Quarter Corner of said Section 16; thence northerly and parallel to the present East property line of the Regime a distance of 125 feet; thence Easterly and parallel to the present South property line of the Regime, a distance of 90 feet; thence Southerly along the present East property line of the Regime a distance of 125 feet; thence Westerly along the present South line of the Regime, a distance of 90 feet to the point of beginning.

Parcel C constitutes the North 93 feet of the just-described tract and Parcel D constitutes the South 32 feet thereof.

Parcel E, measuring 32 feet North and South by 143.3 feet East and West, adjoins Parcel D on the West.

Parcel B, measuring 20 feet North and South by 143.3 feet East and West, adjoins Parcel E on the North.

Handwritten: 35/132

RECORDED
1978 JUN 15 AM 11:14

C. W. HERRICK, CLERK
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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of 1 deed

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Comped
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16-15-12