



MISC 2004090157



JUL 08 2004 13:46 P 51

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
7/8/2004 13:46:39.47



2004090157

**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

^{misc}
 FEE 263.50 FB See attached
 51
 17 BKP _____ C/O _____ COMP Bw
 DEL _____ SCAN _____ FV _____

Temp. 12.4.01

#16

MISC 2004088370

JUL 06 2004 11:46 P 50

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
7/6/2004 11:46:47.95



2004088370

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE AK-SAR-BEN - BUSINESS & EDUCATION CAMPUS
OMAHA, DOUGLAS COUNTY, NEBRASKA

55-06902 College 4-STM
55-00223 Rep 1
55-00224 Rep 2
55-00225 Rep 3
55-00227 Rep 5

misc

FEE 259.00 FB 55-00222

50/
18

BKP _____ C/O _____ COMP *[Signature]*
DEL KS SCAN _____ FV PO

TA 46260
#16

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE AK-SAR-BEN – BUSINESS & EDUCATION CAMPUS
OMAHA, DOUGLAS COUNTY, NEBRASKA

KNOW ALL PERSONS BY THESE PRESENTS:

That AK-SAR-BEN FUTURE TRUST, a Nebraska nonprofit corporation (“**Future Trust**”), FIRST DATA RESOURCES INC., a Delaware corporation authorized to do business in Nebraska (“**FDR**”), THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a body corporate existing under the laws of the state of Nebraska (the “**University**”), SISTERS OF MERCY OF THE AMERICAS REGIONAL COMMUNITY OF OMAHA, a Nebraska nonprofit corporation (“**Sisters of Mercy**”), THE COLLEGE OF SAINT MARY, a Nebraska nonprofit corporation (the “**College**”) and OMAHA PUBLIC POWER DISTRICT, a public corporation (“**OPPD**”) hereby execute this Amended and Restated Declaration of Covenants and Restrictions (“**Amended Declaration**”) as of the dates set forth beneath their respective signatures hereto.

RECITALS:

A. In 1997, FDR, Future Trust and the University made that certain Plat of the Ak-Sar-Ben Business & Education Campus, Lots 1 through 10 inclusive and Outlots 1, 2 & 3, which Plat was recorded in Book 2064, Page 149 of the Deed Records of Douglas County, Nebraska (the “**Original Plat**”).

B. Each “Lot” shown on the Original Plat is referred to herein as an “**Original Lot**”.

C. At the time of the recording of the Original Plat, the University owned Original Lots 1, 2 and 3; FDR owned Original Lots 4 through 8; and Future Trust owned Original Lots 9 and 10.

D. On June 27, 1997, FDR and Future Trust executed that certain Declaration of Covenants and Restrictions for the Ak-Sar-Ben Business & Education Campus recorded in Book 1214, Page 414 of the Miscellaneous Records of Douglas County, Nebraska (the “**Original Declaration**”).

E. On May 20, 1997, the City of Omaha, FDR, Future Trust, Papio-Missouri River Natural Resources District, Douglas Recreation Corp. and Douglas County, Nebraska executed that certain Redevelopment Agreement relating to the Ak-Sar-Ben Property (as defined below) recorded in Book 1214, Page 252 of the Miscellaneous Records of Douglas County, Nebraska, as from time to time amended (the “**Redevelopment Agreement**”).

F. The Original Declaration encumbers Original Lots 1 through 10.

G. Section 22 of the Original Declaration states that it may be amended by the written agreement of all of the from time-to-time owners of Original Lots 1 through 10.

H. Original Lots 7 and 8 and additional real property owned by FDR and OPPD were replatted pursuant to that certain Ak-Sar-Ben Business & Education Campus Replat 1 dated July 5, 2000 and recorded April 12, 2001 in Book 2177, Page 665 of the Deed Records of Douglas County, Nebraska (“**Replat 1**”).

I. The lots described on Replat 1 are referred to herein as the “**Replat 1 Lots.**”

J. Original Lot 10 was replatted pursuant to that certain Ak-Sar-Ben Business & Education Campus Replat 2 recorded in Book ~~479~~, Page ~~23~~ of the ~~Deed~~ Records of Douglas County, Nebraska (“**Replat 2**”). 1301 597 of Miscellaneous

K. The lots described on Replat 2 are referred to herein as the “**Replat 2 Lots.**”

L. Original Lot 2 was replatted pursuant to that certain Ak-Sar-Ben Business & Education Campus Replat 3 recorded in Book 1458, Page 434 of the Miscellaneous Records of Douglas County, Nebraska (“**Replat 3**”).

M. The lots described on Replat 3 are referred to herein as the “**Replat 3 Lots.**”

N. Original Lots 3 and 6 were replatted pursuant to that certain Ak-Sar-Ben Business and Education Campus Replat 5 recorded as Document No. 2004055956 in the Miscellaneous Records of Douglas County, Nebraska (“**Replat 5**”).

O. The lots described on Replat 5 are referred to herein as the “**Replat 5 Lots.**”

P. As of the date of this Amended Declaration, the University owns Original Lot 1, Replat 3 Lots 1 and 2 (which together make up Original Lot 2) and Replat 5 Lots 1 and 2 (which together make up Original Lots 3 and 6); Future Trust owns Original Lot 9 and Replat 2 Lot 2 (a portion of Original Lot 10); the College owns Replat 2 Lot 1 (a portion of Original Lot 10); FDR owns Original Lots 4 and 5 and Replat 1 Lots 1 through 4 inclusive (which are a portion of Original Lot 7); OPPD owns Replat 1 Lot 5 (a portion of which is the remainder of Original Lot 7); and Sisters of Mercy owns Replat 1 Lots 6 and 7 (which together constitute Original Lot 8). Therefore, collectively, the University, Future Trust, the College, FDR, OPPD and Sisters of Mercy own all of Original Lots 1 through 10. (See table attached as Exhibit “A-1” for graphic depiction of re-subdivision of certain Original Lots).

Q. The real property affected by this Amended Declaration consists of the “**Future Trust Property**”, the “**College Property**”, the “**University Property**”, the “**FDR Property**”, the “**OPPD Property**” and the “**Sisters of Mercy Property**”, each of which is identified and legally described on Exhibit “A” attached hereto and incorporated herein by this reference, and, except as provided below in this Recital Q., all of which is hereinafter collectively referred to as the “**Ak-Sar-Ben Property**”. All Ak-Sar-Ben Property owned by a particular party at any given time shall be collectively referred to herein as a “**Tract**”. The location and boundaries of the lots making up the Ak-Sar-Ben Property and the Tracts within the Ak-Sar-Ben Property are shown on the Original Plat attached hereto as Exhibit “B” and incorporated herein by this reference, as modified by Replat 1 attached hereto as Exhibit “C” and incorporated herein by this reference, Replat 2 attached hereto as Exhibit “D” and incorporated herein by this reference, Replat 3 attached hereto as Exhibit “E” and incorporated herein by this reference and Replat 5 attached

hereto as Exhibit "F" and incorporated herein by this reference. The parties hereto acknowledge and agree that the Ak-Sar-Ben Property does not include the property owned by Future Trust which is located south of Mercy Road and commonly known as the "**Arboretum Property**", and that this Amended Declaration does not apply to the Arboretum Property. Additionally, as of the date of this Amended Declaration, and subject to the further provisions of this Recital Q., the parties hereby agree that the College Property and Replat 2 Lot 2 of the Future Trust Property are and shall be excluded from the Ak-Sar-Ben Property and shall not be subject to the terms of this Amended Declaration. Nothing contained herein shall be construed to amend, alter or modify the provisions of that certain Declaration of Covenants and Restrictions for Original Lot Ten (10) of the Ak-Sar-Ben Business & Education Campus, Omaha, Douglas County, Nebraska dated January 25, 2001 and recorded on June 11, 2004 as Document No. 2004076527 of the miscellaneous records of Douglas County, Nebraska (the "**Lot 10 Declaration**"). In the event the Lot 10 Declaration is terminated or expires or if the permitted uses for the College Property and/or Replat 2 Lot 2 pursuant to the Lot 10 Declaration are amended, from the date of such termination, expiration or amendment, this Amended Declaration shall be reinstated with respect to the College Property and Replat 2 Lot 2 and the provisions of this Amended Declaration which relate to the Sisters of Mercy Property shall apply to the College Property and Replat 2 Lot 2 shall become a part of the Future Trust Property.

R. The parties desire to amend and restate the Original Declaration in its entirety as provided herein, effective as of the date hereof.

S. The Ak-Sar-Ben Property is a part of a Redevelopment Project pursuant to the Community Development Law (Neb. Rev. Stat. §18-2101, et. seq.). Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of each owner of any land within the Ak-Sar-Ben Property and shall inure to and pass with each and every Tract, or any parcel, lot or site thereof and shall bind the respective assigns and successors in interest of the present owners (whether such successor owners acquire such property by grant, gift, foreclosure, deed in lieu of foreclosure, or otherwise). These covenants, conditions, reservations, and restrictions are each imposed upon the Tracts, and are all to be construed as restrictive covenants running with the Ak-Sar-Ben Property and with each and every part thereof:

1. PERMITTED USES.

Subject to the remaining provisions of this Amended Declaration, each Tract may only be used for the following designated uses (the "**Permitted Uses**") and may be used for no other purpose:

(a) The FDR Property. The FDR Property may be used for the construction and operation of business office space, laboratories and research and development facilities, education and training facilities, computer facilities, support services (including food service, convenience retail sales, book sales, day-care, fitness facilities and meeting facilities), maintenance facilities, and associated power generation facilities, storage space, surface and multi-level garage parking and access roadways for motor vehicles (including shuttle busses, trams or other such services), pedestrian walkways, pedestrian links (whether open or enclosed) between buildings and between buildings and parking facilities both inside and outside the FDR Property, general retail purposes in accordance with applicable zoning and land use regulations and ordinances imposed

by the City of Omaha. Without limiting the foregoing, the FDR Property may also be used in accordance with applicable zoning and land use regulations and ordinances imposed by the City of Omaha, for any of the use types permitted for the FDR Property pursuant to the "Permitted Uses" referenced in the "Site Development Regulations" which are contained in the Redevelopment Agreement (the "**Site Development Regulations**"), except for the following uses: custom manufacturing, light industrial, warehousing and distribution, broadcasting tower and wind energy conservation system. In the event that the Site Development Regulations are amended, the FDR Property may be used for any of the use types permitted for mixed use districts under Omaha Municipal Code Section 55-563, or the successor to said section, except for the following uses: pawnshop services, agricultural sales and service, automotive sales, exterminating services, custom manufacturing, light industrial, warehousing and distribution, broadcasting tower and wind energy conservation system. In addition to and without limiting the foregoing, the FDR Property may be used for uses ordinarily incident to the operation of a permitted principal use. The FDR Property may only be used for the foregoing uses.

(b) The University Property. The University Property shall only be used for the construction and operation by the University for: (i) educational purposes of the "Peter Kiewit Institute of Information Science, Technology and Engineering" (the "**Institute**"), together with related office space, laboratories, research and development facilities and computer facilities, (ii) other University purposes and facilities, including, but not limited to, academic buildings, student housing and recreational facilities, athletic fields, maintenance facilities, motor vehicle pool facilities (as such term is defined in Section 3(d)(iv) below), surface and multi-level garage parking and access roadways for motor vehicles (including shuttle busses, trams or other services providing conveyance in the Ak-Sar-Ben Property and to other University campuses and facilities), pedestrian walkways, pedestrian links (whether open or enclosed) between buildings and between buildings and parking facilities both inside and outside the University Property, and uses ordinarily incident to the operation of a permitted principal use.

(c) The Future Trust Property. The Future Trust Property may be used in accordance with applicable zoning and land use regulations and ordinances imposed by the City of Omaha, for any of the use types permitted for the Future Trust property pursuant to the Site Development Regulations, provided that such uses are in harmony with the planned urban village environment, except for the following uses: cemetery, major utility services, or campground. The parties hereto acknowledge that it is the intent of Future Trust to seek an amendment to the Site Development Regulations that would permit additional uses of the Future Trust Property. In the event that the Site Development Regulations are amended, the Future Trust Property may be used for any of the use types permitted for mixed use districts under Omaha Municipal Code Section 55-563, or the successor to said section, provided that such uses are in harmony with the planned urban village environment, except for the following uses: pawnshop services, agricultural sales and service, automotive sales, exterminating services, custom manufacturing, light industrial, warehousing and distribution, broadcasting tower and wind energy conservation system. The parties hereto further acknowledge that, to the extent that residential portions of the planned urban village development are not permitted within a mixed use district, it is the intent of Future Trust to seek rezoning of a portion of Original Lot 9 of the Future Trust Property so as to permit the following additional types of residential development thereon: single-family residential (attached), duplex residential and/or townhouse residential. In the event that a portion Original Lot 9 of the Future Trust Property is so rezoned, such portion of the Future Trust

Property may be used for such residential development, provided that such is in harmony with the planned urban village environment and further provided that all residential units within the Future Trust Property must conform to the construction standards set forth in Section 6(c) hereof and be either owner-occupied or rented at rental rates at or above the market for similar high quality residential developments in the Omaha metropolitan area, without federal or state rental assistance. In addition to and without limiting the foregoing, the Future Trust Property may be used for uses consistent with the use of the FDR Property and ordinarily incident to the operation of a permitted principal use. The Future Trust Property may only be used for the foregoing uses.

(d) Sisters of Mercy Property. The Sisters of Mercy Property may be used for the construction and operation of facilities for religious assembly (as defined herein), group living and retirement home facilities, day care facilities which are open to the general public (including child and adult day care), general business offices and medical offices (including outpatient surgical facilities), laboratories and research and development facilities, education and training facilities, computer facilities, support services accessory to one of the specifically permitted uses on that lot (including food service, convenience retail sales, book sales, day-care, fitness facilities and meeting facilities) and associated power generation facilities, storage space, surface and multi-level garage parking and access roadways for motor vehicles (including shuttle busses, trams or other such services), pedestrian walkways, pedestrian links (whether open or enclosed) between buildings and between buildings and parking facilities both inside and outside the Sisters of Mercy Property and uses ordinarily incident to the operation of a permitted principal use. As used in this subsection, "religious assembly" shall be defined as a use located in a permanent building and providing regular organized religious worship and religious education incidental thereto, but excluding private primary or private secondary educational facilities and community recreational facilities.

(e) OPPD Property. The OPPD Property may be used for an electrical substation, communications facility or for other uses reasonably incident thereto and for the construction and operation of business office space, laboratories and research and development facilities, education and training facilities, computer facilities, support services (including food service, convenience retail sales, book sales, day-care, fitness facilities and meeting facilities), maintenance facilities, and associated power generation facilities, storage space, surface and multi-level garage parking and access roadways for motor vehicles (including shuttle busses, trams or other such services), pedestrian walkways, pedestrian links (whether open or enclosed) between buildings and between buildings and parking facilities both inside and outside the OPPD Property and uses ordinarily incident to the operation of a permitted principal use. Nothing contained in this Amended Declaration shall be construed to amend, alter or modify the provisions of that certain Declaration of Covenants and Restrictions for Lot Five (5) of the Ak-Sar-Ben Business & Education Campus Replat One, Omaha, Douglas County, Nebraska dated April 10, 2003 and recorded on June 3, 2003 as Document No. 2003105917 of the Miscellaneous Records of Douglas County, Nebraska.

(f) Mixed Use Zoning District. The Permitted Uses set forth herein are intended to be additional restrictions upon the use of the Ak-Sar-Ben Property. Any use proposed for any Tract must be an allowed use under the mixed use zoning district as well as a Permitted Use hereunder for such use to be implemented at any Tract. Any amendment to the Permitted Uses shall not be

deemed to change or modify in any manner the allowed uses under the mixed use district applicable to the Ak-Sar-Ben Property.

2. PROHIBITED USES AND IMPROVEMENTS.

(a) Excavation. No rock, gravel, clay or other material shall be excavated or removed from any property in any Tract for commercial purposes except strictly as necessary to prepare the site for permitted buildings and improvements.

(b) Nuisances. No noxious weeds or underbrush shall be permitted to grow or remain upon any property in any Tract, and no refuse pile, construction debris, unused motor vehicle, or other private nuisance of any kind shall be allowed to be placed or to remain anywhere on any Tract. In the event that an owner of any property within any Tract shall fail or refuse to keep such property free from any such private nuisance, a representative designated by the Architectural Review Committee (the "**Designated Representative**") may enter upon such property and remove the same at the expense of the owner of such property, and such entry shall not be deemed a trespass.

(c) Gambling. No gambling or wagering of any kind shall be permitted within the Ak-Sar-Ben Property, except that (i) Nebraska State Lottery tickets may be sold at retail establishments in accordance with applicable laws and regulations, and (ii) with the prior approval of the Architectural Review Committee, an establishment serving food and beverages, located within a platted lot within the FDR Property or the Future Trust Property which is improved with buildings used primarily for retail purposes in accordance with this Amended Declaration may conduct keno games and sell "pickle cards" in accordance with City of Omaha and State of Nebraska laws and regulations.

(d) Temporary Buildings. No temporary buildings, trailers, manufactured homes or other structures, mobile homes or structures, modular facilities or other similar structures shall be allowed on any Tract, except that, with the prior approval of the Architectural Review Committee the following shall be permitted: (i) in connection with an approved construction plan, construction trailers and related temporary facilities may be permitted on a Tract as reasonably required by construction contractors then engaged in constructing improvements on the Tract; and/or (ii) temporary trailers may be permitted on a Tract after commencement of construction on such Tract and prior to completion of a building on said Tract as reasonably required for the purpose of hiring individuals to work in the proposed building on said Tract upon completion of the building.

(e) Miscellaneous. No fireworks, refuse collection or drop-off points (other than refuse collection facilities for buildings within the Ak-Sar-Ben Property which comply with the terms of this Amended Declaration), auto or horse racing, or any activity which is reasonably anticipated to over-burden available parking facilities, shall be permitted within the respective Tracts. No amplified music or sound which is audible from the FDR Property shall be permitted on the University Property or Future Trust Property during "business hours", except in connection with scheduled intercollegiate athletic events on any portion of the University Property other than Original Lot 1. For purposes of this paragraph, "business hours" shall mean 7:00 a.m. to 6:00 p.m., Monday through Friday, exclusive of holidays recognized by FDR.

3. SITE DEVELOPMENT REGULATION.

(a) Site Regulations. All new buildings and improvements, or material modifications to existing buildings or improvements, located on any Tract within the Ak-Sar-Ben Property shall comply with the provisions of Exhibit "G" attached hereto and incorporated herein by this reference and the Site Development Regulations. The parties hereto acknowledge that Future Trust will seek amendments to the Site Development Regulations, applicable only to Original Lot 9, consistent with its development of an urban village environment and consistent with Section 1(c) of this Amended Declaration.

(b) Landscaping. Each party shall establish permanent landscaping schemes in conjunction with any future development or improvement of their respective Tracts. Such permanent landscaping schemes for all Tracts shall provide for appropriate landscaping in areas adjacent to any such development or improved area, and such landscaping schemes for those portions of the Future Trust Property which are located within one thousand (1,000) feet of any boundary of the FDR Property must be approved in advance by the Architectural Review Committee (as defined in Section 5 below). Such schemes shall provide for irrigation with automatic underground irrigation systems on all developed portions of the Tracts. Only specimen grade trees indigenous to the Omaha, Nebraska, area that have a normal and expected life of at least twenty (20) years and have a caliper measure of no less than two to three inches may be used in such landscaping schemes. In addition, the permanent landscaping scheme must include provisions for a maintenance program sufficient to ensure that the landscaping of each Tract is maintained in a first class and neat and attractive condition. Such maintenance program shall include, but not be limited to, provisions for regular fertilization, weed and insect control, watering and clipping, and trash and debris removal. All landscaping, having once been implemented in accordance with an approved permanent landscaping scheme shall be kept and maintained in a neat and attractive condition in accordance with such approved scheme. Any approved permanent landscaping scheme for those portions of the Future Trust Property which are located within one thousand (1,000) feet of any boundary of the FDR Property may not be materially altered without first submitting a revised scheme to the Architectural Review Committee for approval, which altered scheme must first be approved by the Architectural Review Committee before such alterations are commenced.

(c) Loading docks; Trash Receptacles. All trash receptacles serving any building or structure on any Tract must either be enclosed within the building or structure or otherwise screened from public view.

(d) Parking and Loading.

(i) The owner of all or any part of any Tract shall provide sufficient and adequate parking for such owner's employees, customers, students, clients, invitees, lessees, and other persons reasonably anticipated to use or occupy such Tract (collectively, "**Parking Patrons**"). For purposes of this Section 3(d), persistent and/or repetitive occurrences of the following shall be deemed to indicate a lack of "sufficient and adequate parking":

(A) overflow of parking on any Tract such that the Parking Patrons of any party regularly park or attempt to park on the Tract of another party; or

(B) towing of vehicles of Parking Patrons of any party parking on areas located on any Tract of another party; or

(C) parking of vehicles of Parking Patrons of any party in unauthorized areas or in an illegal manner on any part of the Ak-Sar-Ben Property or public rights of way within the Ak-Sar-Ben Property; or

(D) violation by Parking Patrons of other parking regulations which are reasonably imposed by the owner of any Tract with respect to parking areas on the Tract or Tracts owned by such party;

provided, however, that the number, type and design of all parking stalls on any Tract shall at all times comply with all applicable zoning and other laws and regulations.

(ii) No parking shall be permitted by the owners of any Tract or their respective Parking Patrons upon any of the other Tracts without the prior written permission of the owner thereof.

(iii) No parking, other than off-street "head-in" parking, shall be permitted within a required setback abutting a private roadway or on any dedicated public street within the Ak-Sar-Ben Property or adjacent thereto without the prior written approval of the Architectural Review Committee, which approval shall not be unreasonably withheld or delayed.

(iv) No vehicle storage shall be permitted on any parking areas within the Ak-Sar-Ben Property, except that any party may locate on its Tract one (1) motor vehicle pool facility if approved by the Architectural Review Committee. For purposes of this Amended Declaration, the term "motor vehicle pool facility" shall mean a surface parking facility which may be used for the storage and fueling of functional vans, passenger vehicles, service vehicles and maintenance vehicles (excluding construction equipment and vehicles) owned or leased by the owner of the Tract and used by the owner of the Tract (collectively, "**Owner Vehicles**"). The motor vehicle pool facility may also include enclosed service facilities for the service and maintenance of Owner Vehicles; provided, however, that such service facility shall be subject to the remaining terms and conditions of this Amended Declaration and review and approval by the Architectural Review Committee.

(v) All parking areas within the Ak-Sar-Ben Property shall be covered with hard, dustfree, paved surface and shall be properly maintained and kept free of snow and debris at all times in a first class condition. Except as otherwise

approved by the Architectural Review Committee, any surface parking lot must be landscaped with a ten-foot (10') perimeter of sod and landscape materials, measured from any adjacent public right-of-way or lot line, and must have at least five percent (5%) of the entire parking lot interior landscaped and sodded. Concrete or granite curbing must be provided throughout such surface parking lot.

(vi) The owner of any Tract shall provide sufficient facilities for loading and unloading of deliveries to and from each building within the Tract. All loading activity shall be conducted in such a manner so as not to disturb or disrupt the Permitted Uses on any other Tract.

(vii) The parking areas and pedestrian walkways on each Tract shall be equipped by the respective owner thereof with lighting systems providing a minimum lighting intensity of two (2) foot-candles measured at one (1) foot above the surface thereof. During the hours of darkness, illumination of the intensity required hereby shall be provided by each party for the parking areas and pedestrian walkways on their respective Tracts. Such lighting equipment on each Tract shall be installed, and thereafter maintained and operated in good order and repair, by the respective owner thereof, at its sole cost and expense.

(viii) The real property lying within each of the Tracts which is designated for parking, as shown on the Plat, shall be used for parking of vehicles, and for no other purpose. The foregoing restriction shall not prohibit placement of "cart corrals" within a parking lot on the FDR Property or the Future Trust Property which is used for retail purposes.

The provisions of subsections (v), (vi) and (vii) above shall not apply to parking areas existing on the Future Trust Property at the date of the Original Declaration, except to the extent; (1) new buildings and/or improvements are or have been constructed adjacent thereto, or (2) existing buildings and/or improvements adjacent thereto are or have been materially altered or improved.

(e) Signs. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any Tract except as expressly permitted herein. The owner of any Tract may install a sign or signs identifying the building or buildings located on such Tract, provided, however, that: (a) the form of the sign is a low-profile "monument" type or wall sign in compliance with all applicable provisions of the City Code, (b) the sign is of a design and composed of materials harmonious with the building which it identifies, and (c) the sign has been previously approved by the Architectural Review Committee and otherwise satisfies the following restrictions:

(i) No sign shall be what is commonly known as a "walking" or message sign, or what is commonly known as an advertising sign, and no sign shall advertise businesses or products other than to identify the business housed on the premises on which the sign is located, provided, however, that directory-type signs designating the location of buildings situated on other portions of the Ak-Sar-Ben Property shall be permitted; and provided further, however, that

commercial sponsorship signs shall be permitted on the site of any athletic or recreational facility of the University located on the University Property.

- (ii) No sign shall be what is commonly known as an “awning” sign.
- (iii) No sign shall have in use any flashing, pulsating or rotating light or lights or bare neon tubing.
- (iv) No sign shall be located on a rooftop.
- (v) No sign shall violate any ordinances of the City of Omaha, Nebraska, or other applicable law.

provided, however, that signs existing on the Future Trust Property at the date of the Original Declaration may remain in their then-existing locations so long as the same are maintained in good condition and repair and are not materially modified.

Notwithstanding the foregoing, the owners of any platted lot within the FDR Property or the Future Trust Property which is improved with buildings used primarily for retail purposes in accordance with this Amended Declaration, may install on such platted lot a sign or signs identifying the names of the retail businesses located on such platted lot and may install within buildings on such lot interior, professionally prepared window signage which is not visible from neighboring lots (without the necessity of Architectural Review Committee approval), including the installation of a shopping center and tenant-identification pylon sign of up to thirty-five (35) feet in height and individual signs identifying the names of such businesses, provided, however, that: (a) no sign shall be what is commonly known as a “walking” or message sign, (b) no sign shall have in use any flashing, pulsating or rotating light or lights or bare neon tubing, (c) no sign shall be located on a rooftop, and (d) all signs shall be subject to the ordinances of the City of Omaha and other applicable laws.

The owner of any tract or parcel within the Ak-Sar-Ben Property may also place upon such tract or parcel one (1) temporary sign advertising such tract or parcel for sale or rent; provided such sign must comply with the ordinances of the City of Omaha and other applicable laws.

(f) Condition of Property. The owner of any property within the Ak-Sar-Ben Property shall at all times keep the premises, buildings, improvements and appurtenances on such property in a safe, clean and attractive condition and comply in all respects with the terms of this Amended Declaration and all government, building, zoning, health, environmental, fire and police requirements and other applicable laws and regulations. Further, all of the owners of any property within the Ak-Sar-Ben Property shall comply with the following requirements:

- (i) The premises shall at all times be kept free from excessive debris, paper, leaves, fallen branches and trash of all kinds.
- (ii) Outside storage of materials, equipment and products of any kind shall be prohibited except as the same may be expressly approved in advance by the Architectural Review Committee. The storage of shopping carts in “cart

corrals” on the parking lots of retail parcels may only take place during hours in which the retail establishment using the carts is open for business. During hours when such businesses are closed, shopping carts may not be stored on the parking lot, but may be stored outdoors in approved areas next to the building served by the carts.

(iii) “Nothing shall be done on any building site that interferes with the natural drainage of surface waters unless adequate alternate provisions are made therefor, as determined and first approved by the Architectural Review Committee.

(iv) The owners of any property in the Ak-Sar-Ben Property shall comply with any other rules or regulations concerning conditions that are later established by the mutual agreements of the owners of all Tracts.

(g) Utilities. All electrical lines, communication lines, water and sewer lines, pipelines and associated utility services on or through any Tract shall comply with the requirements of applicable local, state and federal laws, and shall be buried underground, except; (i) existing services shall be allowed in the manner and location existing as of the date of filing of the Original Declaration; (ii) temporary above-ground service shall be allowed when necessary, but only during construction of buildings and improvements; (iii) above-ground service shall be allowed as may be necessary to cross the Little Papillion Creek at existing bridge locations; and (iv) facilities and lines constructed and used exclusively for the distribution and transmission of electricity or for communications purposes by OPPD are not required to be buried underground. OPPD and its successors and assigns, may install one or more above-ground electric power lines, structures and related facilities in the permanent easement area granted to OPPD in the Original Plat. The owner of all or any part of a Tract shall provide utility easements for the benefit of the other Tracts reasonably necessary for the installation, at the sole cost and expense of the owners of the benefited Tract or Tracts, of necessary utility services to such other Tracts. Such easements shall be provided to the owner of the benefited Tract or Tracts at no cost for the granting of the easement. The owner of the burdened Tract may designate the location and size of the easement area, in such owner’s reasonable discretion, and may relocate such easement area at such owner’s cost if necessitated by future development of the burdened Tract; provided, however, OPPD shall not be required to grant any easement affecting the OPPD Property, which, in the sole judgment of OPPD, would interfere with OPPD’s use of the OPPD Property or its ability to provide electric service.

4. REMEDIES FOR VIOLATIONS; LIENS.

Upon a violation or breach of any of the covenants, conditions, reservations, and restrictions set forth herein with respect to any of the Ak-Sar-Ben Property, a Designated Representative of the Architectural Review Committee shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure promptly to enforce any of the covenants, conditions, reservations and restrictions contained herein shall not bar their enforcement or be deemed a waiver of any future violations. Upon the failure or refusal of the Architectural Review Committee or the Designated Representative to enforce any of the covenants, conditions, reservations and restrictions set forth

herein, the City of Omaha, Nebraska, a municipal corporation (the "City") shall have the right, but not the obligation, to proceed at law or equity to compel compliance therewith or to prevent or enjoin any actual or threatened violation or breach of the same.

In addition to the foregoing rights, the Designated Representative shall have the right, whenever there shall have been built any structure or exists any condition on the FDR Property, the Future Trust Property, the Sisters of Mercy Property or the OPPD Property (if it is no longer used for an electrical substation) which is in violation of this Amended Declaration and such violation has not been cured within thirty (30) days after written notice to the breaching party, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, payable within ten (10) days after such breaching party is billed. Any such entry and abatement or removal shall not, be deemed a trespass. The cost of such abatement or removal, if not paid within such ten (10) day period, shall be a lien in favor of the Designated Representative against the breaching owner's property and, subject to the provision of paragraph 14 below, may be foreclosed by the Designated Representative in like manner as any other lien against real estate.

5. ARCHITECTURAL REVIEW COMMITTEE.

(a) There is hereby established the Architectural Review Committee, which shall consist of four (4) members, one (1) member of which shall be appointed by Future Trust, or by its successor at law or assignee for such purpose ("Future Trust Representative"); one (1) member of which shall be appointed by the owner of the majority of the University Property ("University Representative"); one (1) member of which shall be appointed by FDR, or by its successor at law or assignee for such purpose ("FDR Representative"); and one (1) member of which shall be appointed by the owner of the majority of the Sisters of Mercy Property ("Sisters of Mercy Representative"). Each member of the Architectural Review Committee shall serve at the pleasure of their appointing entity, and may be replaced by such appointing entity at any time upon notice to the remaining members. The Architectural Review Committee shall meet monthly at such place and at such time as is mutually agreeable to the members thereof, unless such meeting is cancelled on account of a lack of business.

(b) In any matter before the Architectural Review Committee or within the Architectural Review Committee's authority pursuant to this Amended Declaration, the Future Trust Representative, the FDR Representative and the University Representative shall each have two (2) votes and the Sisters of Mercy Representative shall have one (1) vote. Except as expressly provided in this Amended Declaration, a majority vote shall be required in order for the Architectural Review Committee to take any action or provide any approval.

(c) At such time as FDR, its parent corporation, any wholly owned subsidiary of FDR, or any brother-sister corporation of FDR is no longer the owner or tenant of any portion of the FDR Property, or FDR or such FDR affiliated corporation elects to no longer participate in the Architectural Review Committee, the member of the Architectural Review Committee selected by FDR will be replaced with a member selected by the then-owner of Original Lot 4 (or the owner of a majority of square feet of the further subdivided Original Lot 4). Thereafter, each successive owner of Original Lot 4 (or the owner of a majority of square feet of the further subdivided Original Lot 4) shall be entitled to select one member of the Architectural Review

Committee to replace the member selected by the preceding owner of such lot. At such time as Future Trust is no longer the owner or tenant of any portion of the Future Trust Property, and if Future Trust has not designated a Future Trust Representative who will continue after conveyance of all of Future Trust's interest in the Future Trust Property, the member of the Architectural Review Committee for the Future Trust Property will be selected by the then-owner of Original Lot 9 (or the owner of a majority of square feet of the further subdivided Original Lot 9). Thereafter, each successive owner of Original Lot 9 (or the owner of a majority of square feet of the further subdivided Original Lot 9) shall be entitled to select one member of the Architectural Review Committee to replace the member selected by the preceding owner of such lot.

(d) Before commencing the construction, addition, installation, modification, demolition, or alteration of any building, enclosure, landscaping, fence, parking facility, sign (other than permitted retail signs as provided in Section 3(e) above), light pole, fence or fixture, or any other structure or temporary or permanent improvements on any portion of the Future Trust Property which is within one thousand (1,000) feet of any boundary of the FDR Property, and except as expressly provided in this Amended Declaration, the owner of the Future Trust Property or such portion thereof shall first submit site plans, grading and utility plans, landscaping plans, sign and sign allocation plans (other than permitted retail signs as provided in Section 3(e) above), floor plans and building elevations, and materials plans, demolition plans and such other plans and specifications as may be appropriate (collectively, "**Proposed Plans**") to the Architectural Review Committee for its written approval. The Architectural Review Committee will be guided by the standards set forth in Section 6 below, and the remaining provisions of this Amended Declaration. Members of the Architectural Review Committee shall not unreasonably withhold or delay approval of any Proposed Plans so long as such Proposed Plans comply with the terms and conditions of this Amended Declaration. In the event that the Architectural Review Committee, or its designated representative, shall fail to take any action on the Proposed Plans within forty-five (45) calendar days after they have been received by the Architectural Review Committee, the Proposed Plans will be deemed approved, provided, however, that such proposed Plans shall in all respects comply with the terms of this Amended Declaration. Such approval by failure to act on any Proposed Plans shall not be deemed an approval of any requested waiver of any covenant, condition, reservation or restriction contained in this Amended Declaration even through such waiver may be requested in such Proposed Plans. Disapproval of Proposed Plans shall be deemed to have occurred if the Architectural Review Committee votes on the Proposed Plans but fails to approve the same as provided herein. Although the foregoing approval provisions shall apply only to the Future Trust Property, each other owner of any Tract within the Ak-Sar-Ben Property (other than the OPPD Property during any period in which it is operated for an electric substation) shall, prior to any "material" exterior construction, addition, installation, modification, demolition or alteration to the structure of any building or any landscaping, fence parking facility, exterior sign (other than permitted retail signs as provided in Section 3(e) above), or any other material structure or temporary or permanent improvements, provide notice to the Architectural Review Committee of its intent to do so. For purposes of this subsection, the term "material" shall be defined as any construction, addition, installation, modification, demolition or alteration, the costs of which is expected to exceed \$25,000. In the event any party fails to give such notice, it shall not prejudice such party's right to make said construction, addition, installation, modification or alteration.

(e) In the event any improvement within any portion of the Future Trust Property which is located within one thousand (1,000) feet of any boundary of the FDR Property is damaged by fire or other casualty, the following provisions shall apply: (i) if the improvement was initially constructed in accordance with Proposed Plans which were approved by the Architectural Review Committee, the improvement may be restored in substantial accordance with such approved Proposed Plans without further approval from the Architectural Review Committee; (ii) if the improvement existed at the time of the filing of the Original Declaration, the improvement may be restored in substantially the condition that existed at the time of such filing or with any subsequent modifications or additions thereto that were approved by the Architectural Review Committee; and (iii) in all other cases, approval of the Architectural Review Committee shall be required prior to restoration of the damaged improvements.

(f) The parties hereto acknowledge the plans of Future Trust to demolish certain structures currently existing on the Future Trust Property, and hereby waive review or approval of the Architectural Review Committee for said demolition.

6. CONSTRUCTION STANDARDS.

The Architectural Review Committee shall approve or disapprove of Proposed Plans which are required to be submitted under this Amended Declaration based on the conformance of such Proposed Plans with the standards set forth below and the remaining provisions of this Amended Declaration. These standards shall apply to all improvements on the Ak-Sar-Ben Property and are in addition to the Mixed Use District Site Development Regulations applicable to the Ak-Sar-Ben Property. These standards are not intended to modify or amend in any manner such Mixed Use District Site Development Regulations, as the same may be modified from time to time. Any Proposed Plans must comply with both the Mixed Use District Site Development Regulations and the Construction Standards and other provisions set forth in this Amended Declaration. Any amendment to these Construction Standards shall not be deemed to change or modify the Site Development Regulations applicable to the Ak-Sar-Ben Property.

(a) The FDR Property.

(i) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures on non-retail lots shall be of a design that shall be in harmony with and shall be consistent with a planned office park environment characterized by extensive landscaping, low-rise buildings, and unified graphics and materials. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures on retail lots shall be of a design that shall be in harmony with the office park located on the FDR Property, as well as first-class neighborhood retail shopping centers in the area of the Ak-Sar-Ben Property, characterized by extensive landscaping, low-rise buildings and unified graphics and materials.

(ii) Materials. The exterior materials for all buildings, including roofing materials, shall be consistent with and harmonize with the landscaping of the Ak-Sar-Ben Property as a whole. The exterior of any structure may only be

composed of brick, natural stone, architectural pre-cast concrete, architectural concrete block, artificial stone, glass, or exterior insulation and finish system (“EIFS”) or a combination of any of these.

(iii) Setbacks. Surface parking facilities shall not be subject to the setback requirements set forth herein. All portions of buildings and structures above grade must have setbacks of at least twenty-five (25) feet from Pine Street, Ak-Sar-Ben Drive, Pacific Street and 64th Street. All such structures shall also be subject to setback requirements of at least fifteen (15) feet from interior lot lines and at least fifteen (15) feet from all streets which border any lot within the FDR Property other than Pine Street, Ak-Sar-Ben Drive, Pacific Street and 64th Street; provided, however, that such interior lot line setback requirements shall only apply when the lots adjacent to such interior lot lines are owned by different owners.

(b) The University Property.

(i) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and other structures shall be of a design that shall be in harmony with and shall be consistent with a university campus environment characterized by landscaping and unified graphics and materials.

(ii) Materials. The exterior materials for all buildings, including roofing materials, shall be consistent with and harmonize with the landscaping of the Ak-Sar-Ben Property as a whole. The exterior of any structure may only be composed of brick, natural stone, architectural pre-cast concrete, architectural concrete block, artificial stone, glass, EIFS or a combination of these.

(iii) Setbacks. Surface parking facilities shall not be subject to the setback requirements set forth herein. All portions of buildings and structures above grade must have setbacks of at least twenty-five (25) feet from Pine Street, Ak-Sar-Ben Drive, Pacific Street and 64th Street. All such structures shall also be subject to setback requirements of at least fifteen (15) feet from interior lot lines; provided, however, that such interior lot line setback requirements shall only apply when the lots adjacent to such interior lot lines are owned by different owners.

(c) The Future Trust Property.

(i) New Construction; Remodeling; Materials. The buildings existing on the Future Trust Property at the date of the Original Declaration may be maintained by the owner of the Future Trust Property in their then-present design and manner of construction, provided, however, that no significant deterioration of the external appearance and/or structural condition of such structures shall be permitted, and provided, further, that all reconfiguration, addition, or material change in the external appearance of the same, or other modifications thereto shall

be subject to review by the Architectural Review Committee. All new buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures on the Future Trust Property shall be of a design that shall be in reasonable harmony with and shall be consistent with the planned office park environment of the FDR Property, as well as first-class neighborhood retail shopping centers in the area of the Ak-Sar-Ben Property, characterized by extensive landscaping, low-rise buildings, and unified graphics and materials.

(ii) Materials. The exterior materials for all such new buildings, including roofing materials, shall harmonize with the materials, colors and landscaping as found in the FDR Property. The exterior of any newly constructed or reconfigured structure may only be composed of brick, natural stone, architectural pre-cast concrete, artificial concrete block, artificial stone, glass, or EIFS, or a combination of any of these.

(iii) Setbacks. Surface parking facilities shall not be subject to the setback requirements set forth herein. All portions of buildings and structures above grade must have setbacks of at least twenty-five (25) feet from Pine Street, Ak-Sar-Ben Drive, Center Street and 64th Street. All such structures shall also be subject to setback requirements of at least fifteen (15) feet from interior lot lines (except for lot lines running between units of owner-occupied townhouse or "rowhouse" residential units) and at least fifteen (15) feet from all streets which border any lot within the Future Trust Property other than Pine Street, Ak-Sar-Ben Drive, Center Street and 64th Street; provided, however, that such interior lot line setback requirements shall only apply when the lots adjacent to such interior lot lines are owned by different owners.

(d) Sisters of Mercy Property and OPPD Property.

(i) Design. All buildings, structures, improvements, enclosures, landscaping, parking facilities, roads, roadways, streets, light poles, fences and any other structures shall be of a design that shall be in harmony with and shall be consistent with a planned office park environment characterized by extensive landscaping, low-rise buildings, and unified graphics and materials.

(ii) Materials. The exterior materials for all buildings, including roofing materials, shall be consistent with and harmonize with the landscaping of the Ak-Sar-Ben Property as a whole. The exterior of any structure may only be composed of brick, natural stone, architectural pre-cast concrete, artificial concrete block, artificial stone, glass, or EIFS or a combination of any of these.

(iii) Setbacks. Surface parking facilities shall not be subject to the setback requirements set forth herein. All portions of buildings and structures above grade must have setbacks of at least twenty-five (25) feet from Pine Street, Ak-Sar-Ben Drive, Pacific Street and 64th Street. All such structures shall also be subject to setback requirements of at least fifteen (15) feet from interior lot lines;

provided, however, that such interior lot line setback requirements shall only apply when the lots adjacent to such interior lot lines are owned by different owners.

(iv) Electrical Substation. Notwithstanding anything to the contrary contained in this subsection (d), the design, materials and setback provisions of this subsection (d) shall not apply to facilities (including buildings) on the OPPD Property constructed and used exclusively for the distribution and transmission of electricity or for a communications facility for so long as the OPPD Property is used as an electrical substation.

7. WAIVER, MODIFICATION OR AMENDMENT BY ARCHITECTURAL REVIEW COMMITTEE.

The owner of any Tract may petition the Architectural Review Committee to waive compliance with, grant a variance to any of the covenants, conditions, reservations or restrictions set forth in Sections 1, 3 and 6 of this Amended Declaration. Subject to the limitations set forth below, and based on its reasonable discretion, the Architectural Review Committee is hereby given the power to waive any such covenants, conditions, reservations or restrictions upon such request and upon a finding by the Architectural Review Committee that such request is in conformity with the general scheme for the development of the Ak-Sar-Ben Property as set forth in this Amended Declaration. Such waiver, variance, modification or amendment shall only be effective with respect to Tracts or portions of Tracts located within one thousand (1,000) feet of any boundary of the FDR Property upon the consent of the member of the Architectural Review Committee appointed by FDR (or its successor), and a sufficient number of votes from other members of the Architectural Review Committee to constitute a majority vote of the Architectural Review Committee (except in the case of a waiver or variance relating to the University Property requested by the University or any successor governmental owner charged with the operation of the Institute, in which a simple majority of Architectural Review Committee votes shall be sufficient to approve such waiver or variance). Notwithstanding any other provision contained herein, if the Architectural Review Committee shall fail to approve or disapprove any such requests for waiver, variance, modification or amendment within forty-five (45) days after such request has been submitted to the Architectural Review Committee, such request shall be deemed conclusively to have been disapproved unless or until the Architectural Review Committee takes further action on the same, if ever.

8. TERM AND EXTENSIONS.

Each covenant, condition, reservation and restriction contained in this Amended Declaration shall continue in effect indefinitely until terminated as provided below as of a Termination Date, the first of which shall be on June 26, 2033. At any time within one (1) year prior to June 26, 2033, and each thirty (30) year period thereafter (each such date being referred to herein as a "**Termination Date**"), the then owners of the majority of the area (in acres) of the Ak-Sar-Ben Property may, by written declaration signed and acknowledged by them and duly recorded with the Register of Deeds for Douglas County, Nebraska, terminate the covenants, conditions, reservations and restrictions herein, effective as of the next Termination Date. Failing

such termination, the covenants, conditions, reservations and restrictions contained in this Amended Declaration shall automatically be renewed and extended for successive periods of thirty (30) additional years, subject to the right of the owners of the majority of the area of the Ak-Sar-Ben Property to terminate this Amended Declaration at the end of each such thirty (30) year period as provided in this paragraph.

9. INTEREST.

Whenever and as often as one party shall not have paid any sum payable hereunder to another party, or to the Architectural Review Committee, within thirty (30) days of the due date, such delinquent party shall pay interest on such amount from the due date to the date such payment is received by the party entitled thereto, at an interest rate equal to the highest rate assessed on delinquent payments of any taxes owing to any political subdivision of the State of Nebraska as provided by law and in effect as of the date of such payment.

10. ESTOPPEL CERTIFICATE.

Each owner of any Tract agrees that upon written request of any other party (which shall not be more frequent than three (3) times during any calendar year by a single requester), it will issue to a prospective mortgagee or successor of such other owner or to such other party, an estoppel certificate stating to the best of the issuer's knowledge that as of such date:

(a) whether the owner to whom the request has been directed knows of any default by the requesting party under this Amended Declaration, and if there are known defaults, specifying the nature thereof;

(b) whether this Amended Declaration has been modified or amended in any way (and if it has, then stating the nature thereof);

(c) whether this Amended Declaration is in full force and effect.

Such statement shall act as a waiver of any claim by the owner furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the owner furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such owner to disclose correct and/or relevant information.

11. NOTICES.

All notices, demands, statements, and requests (collectively "Notices") required or permitted to be given under this Amended Declaration must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the Notice is addressed or if such person is not available the date such Notice is left at the address of the person to whom it is directed, (ii) on the date the Notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the Notice is delivered by a

nationally-recognized overnight courier service, postage prepaid and addressed to the person to whom it is directed. The addresses of certain of the signatories to, or the anticipated ultimate owners of the Tracts subject to, this Amended Declaration to which Notices shall be sent are set forth below.

Future Trust:

Kenneth E. Stinson
Chairman
AK-SAR-BEN FUTURE TRUST
1000 Kiewit Plaza
Omaha, Nebraska 68131

and with copy to:

Kermit A. Brashear, Esq.
BRASHEAR & GINN
North Old Mill
711 North 108th Court
Omaha, Nebraska 68154

University:

Corporation Secretary
UNIVERSITY OF NEBRASKA
3835 Holdrege Street
Lincoln, Nebraska 68583-0745

and with a copy to:

Vice President & General Counsel
UNIVERSITY OF NEBRASKA
3835 Holdrege Street
Lincoln, Nebraska 68583-0745

FDR:

First Data Properties
12500 East Belford Avenue, Suite M-16S
Englewood, Colorado 80112
Attention: Contract Administrator

and with copy to:

Steven F. Stratman
General Counsel
FIRST DATA RESOURCES INC.
10825 Farnam
Omaha, Nebraska 68154

Sisters of Mercy:

7262 Mercy Road
Omaha, Nebraska 68124-2389
Attention: Steve Knight

and with a copy to:

Michael S. Mostek, Esq.
Koley Jessen P.C., a limited liability organization
1125 South 103 Street, Suite 800
Omaha, Nebraska 68124

OPPD:

Division Manager of Engineering
Omaha Public Power District
444 South 16th Street Mall
Omaha, Nebraska 68102

and with a copy to:

Stephen M. Bruckner, Esq.
Fraser Stryker Meusey Olson Boyer & Bloch, PC
409 South 17th Street, Suite 500
Omaha, Nebraska 68102

The place for delivery of any Notice hereunder may be changed by any party (or their successor in interest) by written notice to the other parties delivered in the manner required by this paragraph. As to any successor owner, upon acquisition of ownership of a parcel within the Ak-Sar-Ben Property, such new owner may give notice of its address as provided in this Section. If the new owner gives such a notice, future Notices must be given to said owner at that address. If the new owner does not give such notice, future Notices shall be effective if sent to the address of the record owner of the property as shown on the real property tax records of Douglas County, Nebraska.

12. DECLARATION SHALL CONTINUE NOTWITHSTANDING BREACH.

It is expressly agreed that no breach of this Amended Declaration shall (i) entitle any party to cancel, rescind or, otherwise terminate this Amended Declaration, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Ak-Sar-Ben Property. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

13. APPROVAL RIGHTS.

Unless provision is made for a specific time period (such as the time for approval as set forth in Section 5), approval or consent requested pursuant to this Amended Declaration shall be given or withheld within forty-five (45) days of the receipt of the request for approval. Except as otherwise provided in this Amended Declaration, if a disapproval is not given within the required time period, the requested party shall be deemed to have given its approval. Except with respect to any approval or disapproval given by lapse of time under the terms of this Amended Declaration, all approvals and disapprovals shall be in writing.

14. LIEN FOR EXPENSES.

(a) The liens provided for in Section 4 above shall be effective only when a signed and acknowledged document providing notice of such lien is filed by the Designated Representative in the Office of the Register of Deeds for Douglas County, Nebraska, which notice shall contain at least:

- (i) A statement of the unpaid amount of costs and expenses;
- (ii) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and
- (iii) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

(b) The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien.

The lien shall be for the use and benefit of the Designated Representative, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

15. DISPUTE RESOLUTION.

Expressly excluding matters to be determined by the Architectural Review Committee hereunder, all other disputes and controversies of every kind and nature between or among the parties hereto arising out of or in connection with this Amended Declaration as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination hereof shall be submitted to arbitration pursuant to the procedure hereafter set forth:

(a) Any party may demand such arbitration by written notice to the remaining owners of all Tracts within thirty (30) days after the controversy arises, which notice shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter in controversy.

(b) Within fifteen (15) days after such notice, the remaining parties shall name their respective arbitrator, or in default of such naming, such arbitrator or arbitrators shall be named forthwith by the Arbitration Committee of the American Arbitration Association.

(c) The arbitration costs and expenses of each party shall be borne by that party.

(d) The arbitration hearing shall be held on fifteen (15) days' notice to the parties at a neutral site in Omaha, Nebraska, to be selected by a majority of the arbitrators.

(e) The arbitration rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing and the law of evidence of the State of Nebraska shall govern the presentation of evidence at such hearing.

(f) The arbitration hearing shall be concluded within three (3) days unless otherwise ordered by a majority of the arbitrators and the award or determination on the hearing shall be made within ten (10) days after the close of the submission of evidence.

(g) An award or determination rendered by a majority of the arbitrators appointed under and pursuant to this Section 15 shall be final and binding on all parties to the proceeding, and judgment on such award or determination may be entered by any party in the highest court, state or federal, having jurisdiction over the matter.

(h) The parties stipulate that a decision rendered pursuant to the provisions of this Section 15 shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising hereunder and which is arbitrable as set forth in this Section 15. The arbitration provisions of this Section 15 shall, with respect to such controversy or dispute, survive the termination of any party's ownership of any one of the Tracts. Nothing contained in this Section 15 shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of the Amended Declaration.

16. EFFECT OF SALE BY OWNER.

If any owner of any property in the Ak-Sar-Ben Property sells its property, then after the date of sale, such owner shall have no further obligation under this Amended Declaration with respect to such property sold; provided, however, the selling owner shall remain liable for obligations incurred prior to said sale.

17. DEFAULT IN PAYMENT OF EXPENSES.

Notwithstanding any of the provisions of this Amended Declaration, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and

covenants shall be binding and effective against any owner of any property or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

18. RULE AGAINST PERPETUITIES.

In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective being contrary to applicable law or prohibited by the "rule against perpetuities" or any similar law, then in that event only the term hereof shall be reduced to the maximum period of time which does not violate such law or the rule against perpetuities as set forth in the laws of the State of Nebraska.

19. WAIVER.

No delay or omission on the part of the Architectural Review Committee or the owners of any lots in the Ak-Sar-Ben Property in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Architectural Review Committee for or on account of the Architectural Review Committee's failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions.

20. SEVERABILITY.

In the event any one or more of the foregoing covenants, conditions, reservations or restrictions is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the other covenants, conditions, reservations and restrictions not specifically declared to be void or unenforceable, but all of the remaining covenants, conditions, reservations and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

21. BENEFICIARIES.

These covenants, conditions, reservations and restrictions are made for the benefit of any and all persons who may now own, or who may in the future own, property in the Ak-Sar-Ben Property. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other legal or equitable procedure as provided herein, and to recover damages resulting from any violation thereof, including the cost of enforcing the same, which costs shall include court costs and reasonable attorneys' fees as permitted by law.

22. AMENDMENT.

This Amended Declaration may be amended at any time by the written agreement of (i) the then current owner of each of Original Lots 1, 4, 5 and 9; (ii) the then current owner of each of Replat 1 Lots 1, 2, 3 and 4, 6 and 7; (iii) the then current owner of the OPPD Property; (iv) the then current owner of each of Replat 3 Lots 1 and 2; and (v) the then current owner of each of

Replat 5 Lots 1 and 2 (all collectively are referred to herein as the "**Base Lots**"). In the event any of the Base Lots is further subdivided into additional lots (each being referred to herein as a "**Further Subdivided Lot**"), the owner of the largest Further Subdivided Lot within each Base Lot shall be the only property owner from that Base Lot whose consent will be required in order to amend the Amended Declaration and such consent shall bind all other owners of Further Subdivided Lots within that Base Lot. Alternatively, all of the owners of Further Subdivided Lots within any Base Lot may execute and record a notice designating a representative for that Base Lot for purposes of amendments, in which that representative's consent shall be binding upon all other owners of Further Subdivided Lots within that Base Lot. Notwithstanding the foregoing, if prior to date on which Future Trust has conveyed away the last of its ownership interest in any portion of Original Lot 9, Future Trust designates in the real estate records of Douglas County, Nebraska a representative to act on behalf of the Original Lot 9 Base Lot for purposes of amendments, such designation of representative shall be binding upon all Further Subdivided Lots of Original Lot 9.

23. SUBSEQUENT AMENDMENTS/EMINENT DOMAIN.

In the event any improvement constructed in accordance with Proposed Plans approved by the Architectural Review Committee shall later be in violation of any provision of this Amended Declaration solely by reason of: (a) a subsequent amendment to this Amended Declaration; or (b) any eminent domain proceeding which may affect the location of public rights of way; then such improvement shall thereafter be deemed to comply with such provisions of this Amended Declaration so long as the improvement is not materially modified or altered thereafter.

24. RECITALS.

The Recitals to this Amended Declaration are hereby acknowledged, confirmed and agreed upon by the parties hereto.


25. REDEVELOPMENT AGREEMENT. Nothing contained herein shall be intended to or have the effect of altering, amending, modifying or revising in any way the provisions of the Redevelopment Agreement.

26. COUNTERPARTS.

This Amended Declaration may be executed in counterparts. Each counterpart is deemed an original and all counterparts shall, collectively, constitute one agreement. The date on which the last of the parties hereto executes this Amended Declaration shall be deemed to be the date of this Amended Declaration.

IN WITNESS WHEREOF, the undersigned party has executed this Amended Declaration as of the date set forth beneath its signature.

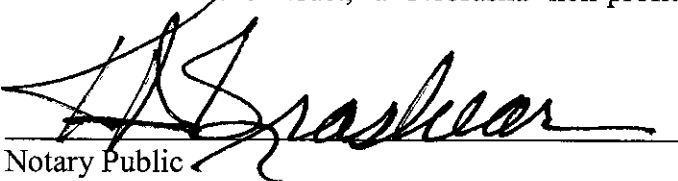
AK-SAR-BEN FUTURE TRUST,
a Nebraska non-profit corporation,

By: 
Name: Kenneth E. Stinson
Title: Chairman
Date: June 28, 2004

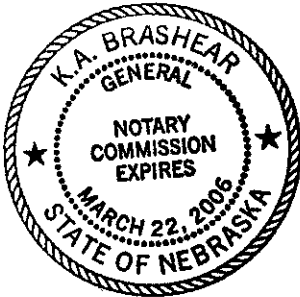
STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on June 28, 2004, by Kenneth E. Stinson, the Chairman of Ak-Sar-Ben Future Trust, a Nebraska non-profit corporation, on behalf of the corporation.


Notary Public

My Commission expires: _____



IN WITNESS WHEREOF, the undersigned party has executed this Amended Declaration as of the date set forth beneath its signature.

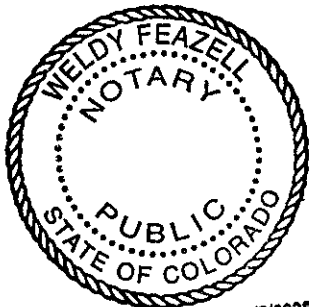
FIRST DATA RESOURCES INC.,
a Delaware corporation

By: *Robert D. Beckes*
Name: Robert D. Beckes
Title: Assistant Secretary
Date: June 28, 2004

STATE OF ~~NEBRASKA~~ COLORADO

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on June 28, 2004, by Robert D. Beckes the Assistant Secretary of First Data Resources Inc., a Delaware corporation, on behalf of the corporation.



My Commission Expires 11/5/2005

Weldy Feazell
Notary Public

My Commission expires: 11/5/2005

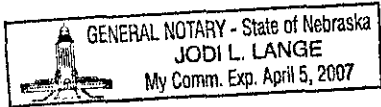
IN WITNESS WHEREOF, the undersigned party has executed this Amended Declaration as of the date set forth beneath its signature.

SISTERS OF MERCY OF THE AMERICAS
REGIONAL COMMUNITY OF OMAHA, a
Nebraska non-profit corporation

By: Sr. Michal Rozmajzel RSM
Name: Michal Rozmajzel
Title: Vice President
Date: 6/28/04

STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on June 28, 2004, by Sr. Michal Rozmajzel, the Vice President of Sisters of Mercy of the Americas Regional Community of Omaha, a Nebraska non-profit corporation, on behalf of the non-profit corporation.



Jodi L. Lange
Notary Public
My Commission expires: April 5, 2007

IN WITNESS WHEREOF, the undersigned party has executed this Amended Declaration as of the date set forth beneath its signature.

OMAHA PUBLIC POWER DISTRICT, a public corporation

By: *AJ Minks*
Name: *Adrian J. Minks*
Title: *Vice President*
Date: *6-28-04*

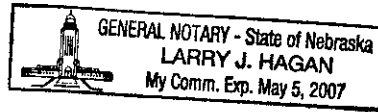
STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on *June 28th*, 2004, by *A.J. Minks** the *V-President* of Omaha Public Power District, a public corporation, on behalf of the corporation.

**
Adrian J. Minks*

Larry J. Hagan
Notary Public

My Commission expires: *May 5, 2007*



IN WITNESS WHEREOF, the undersigned party has executed this Amended Declaration as of the date set forth beneath its signature.

THE COLLEGE OF SAINT MARY, a Nebraska non-profit corporation

By: Maryanne Stevens, PhD
Name: MARYANNE STEVENS
Title: PRESIDENT
Date: 6-29-04

STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me on 6/29, 2004, by Dr. Maryanne Stevens, the President of the The College of Saint Mary, a Nebraska non-profit corporation, on behalf of the non-profit corporation.



Deborah A. Nugen
Notary Public

My Commission expires: 11/8/2004

Exhibit A-1

<u>Original Lot</u>	<u>Resubdivided Into</u>	<u>Owned By</u>
1	N/A	University
2	Replat 3 Lot 1 Replat 3 Lot 2	University University
3	Replat 5 Lot 1 Replat 5 Lot 2	University University
4	N/A	FDR
5	N/A	FDR
6	Replat 5 Lot 1 Replat 5 Lot 2	University University
7	Replat 1 Lot 1 Replat 1 Lot 2 Replat 1 Lot 3 Replat 1 Lot 4 Replat 1 Lot 5	FDR FDR FDR FDR OPPD
8	Replat 1 Lot 6 Replat 1 Lot 7	Sisters of Mercy Sisters of Mercy
9	N/A	Future Trust
10	Replat 2 Lot 1 (now part of Lot 2 of College of St. Mary Addition) Replat 2 Lot 2	College Future Trust

Exhibit "A"
"Tracts"

Future Trust Property:

LOT NINE (9), AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, SAID PLAT BEING RECORDED IN BOOK 2064, PAGE 149 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA

College Property:

LOT ONE (1), AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 2, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, SAID PLAT BEING RECORDED IN BOOK 179, PAGE 23 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA, NOW PART OF LOT 2 OF COLLEGE OF ST. MARY ADDITION, RECORDED IN BOOK 1302, PAGE 537, OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA.

University Property:

LOT ONE (1) AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, SAID PLAT BEING RECORDED IN BOOK 2064, PAGE 149 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA AND LOTS 1 AND 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 3, RECORDED IN BOOK 1458, PAGE 434 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA AND LOTS 1 AND 2, AK-SAR-BEN BUSINESS AND EDUCATION CAMPUS REPLAT 5, RECORDED AS DOCUMENT NO. 2004055956 OF THE MISCELLANEOUS RECORDS OF DOUGLAS COUNTY, NEBRASKA

FDR Property:

LOTS FOUR (4) AND FIVE (5), AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, SAID PLAT BEING RECORDED IN BOOK 2064, PAGE 149 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA AND LOTS ONE (1) THROUGH FOUR (4) INCLUSIVE OF THE AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 1 RECORDED IN BOOK 2177, PAGE 665 OF THE DEED RECORDS OF

DOUGLAS COUNTY, NEBRASKA

Sisters of Mercy Property:

LOTS SIX (6) AND SEVEN (7) OF THE AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 1 RECORDED IN BOOK 2177, PAGE 665 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA

OPPD Property:

THAT PORTION OF LOT FIVE (5) OF THE AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 1 RECORDED IN BOOK 2177, PAGE 665 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA WHICH WAS ORIGINALLY A PORTION OF LOT SEVEN (7), AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYDD, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, SAID PLAT BEING RECORDED IN BOOK 2064, PAGE 149 OF THE DEED RECORDS OF DOUGLAS COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

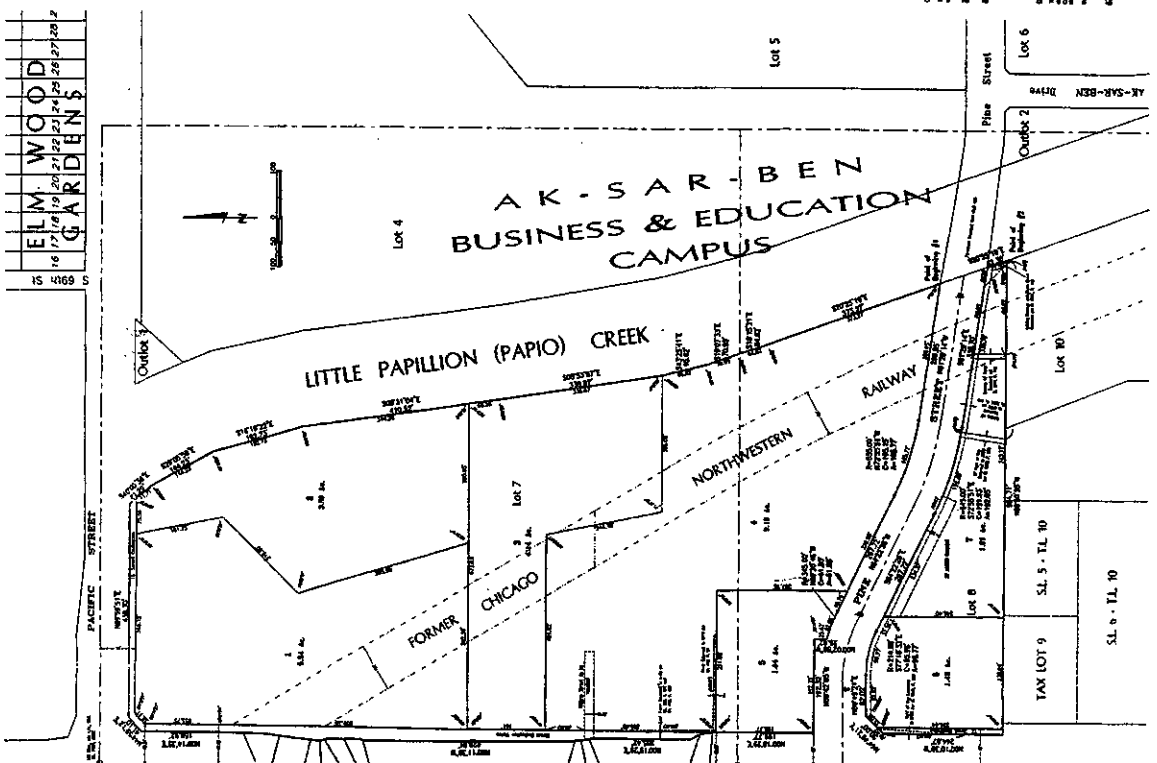
THAT PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF SECTION 25; THENCE NORTH 00°10'39" WEST (ASSUMED BEARINGS) FOR 1365.24 FEET ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER OF SECTION 25; THENCE SOUTH 89°47'15" EAST FOR 260.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°47'15" EAST FOR 100.00 FEET; THENCE SOUTH 00°12'45" WEST FOR 266.57 FEET; THENCE NORTH 64°22'28" WEST FOR 45.39 FEET; THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 345.00 FEET AND A LONG CHORD BEARING NORTH 69°30'45" WEST FOR 61.80 FEET) FOR AN ARC LENGTH OF 61.88 FEET; THENCE NORTH 00°02'59" WEST FOR 225.68 FEET TO THE POINT OF BEGINNING. CONTAINS 0.56 ACRES.

EXHIBIT "C"

AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 1

Lots 1 through 7, inclusive, being a platting of part of the Northwest Quarter of Section 25, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, and a replatting of Lots 7 and 8, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

- NOTES**
1. ALL DIMENSIONS ARE GIVEN IN FEET.
 2. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 11. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 12. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.



UNRECORRED INSTRUMENT

THIS INSTRUMENT IS A REPLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND A REPLAT OF LOTS 7 AND 8, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

WITNESSED

Subscribed and sworn to before me on this 5th day of July, 2000.

[Signature]
Notary Public

WITNESSED

Subscribed and sworn to before me on this 5th day of July, 2000.

[Signature]
Notary Public

WITNESSED

Subscribed and sworn to before me on this 5th day of July, 2000.

[Signature]
Notary Public

WITNESSED

Subscribed and sworn to before me on this 5th day of July, 2000.

[Signature]
Notary Public

AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 1
DOUGLAS COUNTY, NEBRASKA

Final

PLAT

Map, Gynearson & Associates, Inc.

DATE: JULY 5, 2000

BY: *[Signature]*

1 of 1

EXHIBIT "D"

CITY OF OMAHA, NEBRASKA
ADMINISTRATIVE SUBDIVISION

**AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 2
LOTS 1 & 2**

BEING A REPLAT OF LOT 10, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, AN
ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN
DOUGLAS COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATION

I hereby certify that I have surveyed and placed permanent markers at all corners of all lots being platted.

Chad L. Cole LS-532 6/18/99
Land Surveyor Date

OWNER'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned (are/is) the owner(s) of the property as described in the surveyor's certificate and embraced within this plat, have caused said land to be subdivided into lots as shown on this plat.
College of Saint Mary, a Nebraska nonprofit corporation

Owner: College of Saint Mary Date: _____
Owner: Lawrence F. Rawronsky Date: June 22 99
Owner: James G. Hawronsky Date: 06/25/99
President

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska }
County of Douglas } SS

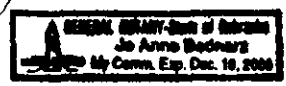
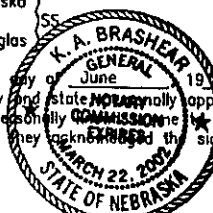
On this 22 day of June, 1999, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Maryanne Stravis who (are/is) personally known to me to be the identical person(s) whose name(s) are affixed to the foregoing instrument and they acknowledged the signing of the same to be their voluntary act and deed.

James Brandy
Notary Public

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska }
County of Douglas } SS

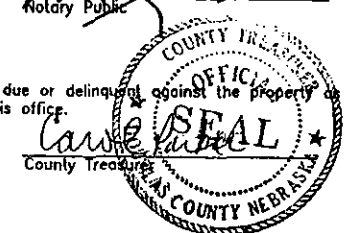
On this 25th day of June, 1999, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared Lawrence F. Rawronsky who (are/is) personally known to me to be the identical person(s) whose name(s) are affixed to the foregoing instrument and they acknowledged the signing of the same to be their voluntary act and deed.



K. A. Brashear
Notary Public

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the surveyor's certificate and as shown by the records of this office.



Carole Kautel 6-29-99
County Treasurer Date

PLANNING DIRECTOR'S APPROVAL

Approved as a subdivision of not more than two (2) lots, parcels or tracts, with plat requirements waived per Section 7.08, Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless this plat is filed and recorded with the Register of Deeds within thirty (30) days of this date.

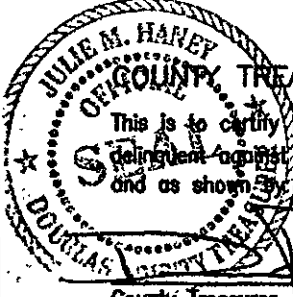
[Signature] 7/2/99
Planning Director Date

BOUNDARYLINE SURVEYS
MIKE KAUSS & ASSOCIATES, INC.
2521 South 119th Street • Omaha, Ne. 68144 • (402) 334-2032

PROJECT
COLLEGE OF ST. MARYS - OMAHA, NEBRASKA
PT. NW 1/4 SW 1/4, 25-15-12, DOUGLAS COUNTY, NE

PROJECT NO. 42745X DATE 6/17/99 BOOK 179 PAGE 23 SCALE N/A
DRAWN M. J. OEHME CHECKED M. J. OEHME SHEET 1 OF 2

3565



TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the surveyor's certificate and as shown by the records of this office.

[Signature]
County Treasurer

3/31/04
Date

PLANNING DIRECTOR'S APPROVAL

Approved as a subdivision of not more than two (2) lots, parcels or tracts, with plat requirements waived per Section 8.08, Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless this plat is filed and recorded with the County Register of Deeds within thirty (30) days of this date.

[Signature]
Planning Director

4/27/04
Date

LEGEND

- △ CORNERS SET
- CORNERS FOUND (5/8" REBAR UNLESS OTHERWISE NOTED)
- SDX STAR DRILL HOLE WITH CHISELED "X"

WWW.LRA-INC.C

(Ph) 402.496.2222
(Fax) 402.496.2222

Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

AKSARBEN BUSINESS AND EDUCATION CAMPUS REPLAT 5
Douglas County, Nebraska

ADMINISTRATIVE
SUBDIVISION

Job number-tasks
M041026
book page
96096#6 14 & 74
date
March 19, 2004

sheet
1 of 1

described in the surveyor's certificate and embraced within this plat, and have caused said to be subdivided into lots as shown on this plat.

The Board of Regents of the University of Nebraska, OWNER

L. Dennis Smith
L. Dennis Smith, President

ACKNOWLEDGMENT OF NOTARY

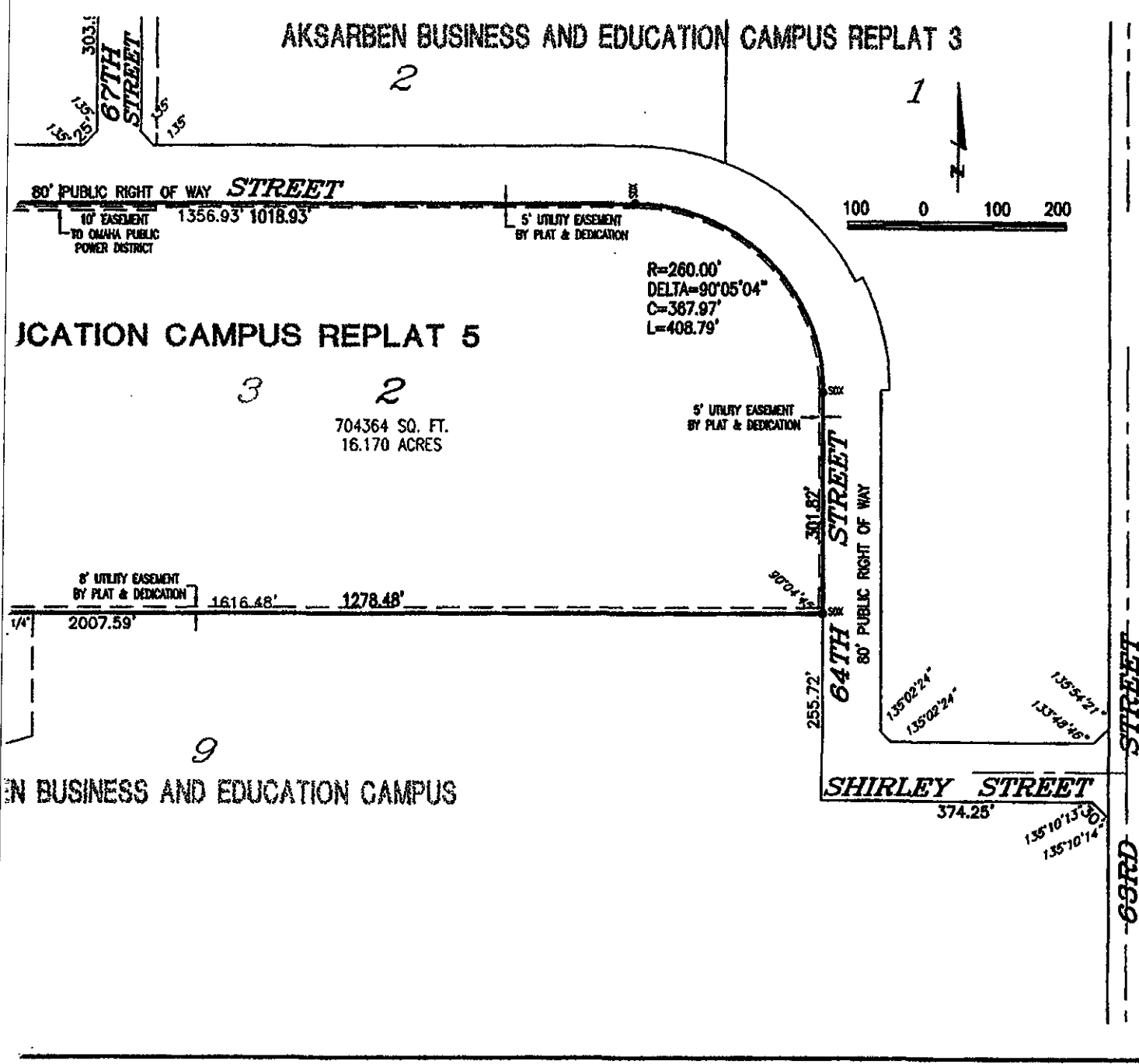
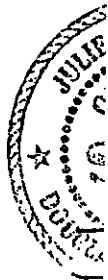
State of Nebraska

County of Lancaster)^{SS}

On this 25th day of March, 2004, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared L. Dennis Smith, as President of The Board of Regents of the University of Nebraska, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledged the signing of the same to be his voluntary act and deed.

Patricia Henry
Notary Public

GENERAL NOTARY-State of Nebraska
PATRICIA HENRY
My Comm. Exp. Aug. 20, 2004



Handwritten mark resembling 'P.D.' or similar initials.

surveyed, platted and recorded in Douglas County, Nebraska, each lot described as follows:

Lot 1: Lot 6 and the West Three Hundred and Thirty Eight foot (338.00') of Lot 3, AKSARBEN BUSINESS AND EDUCATION CAMPUS.

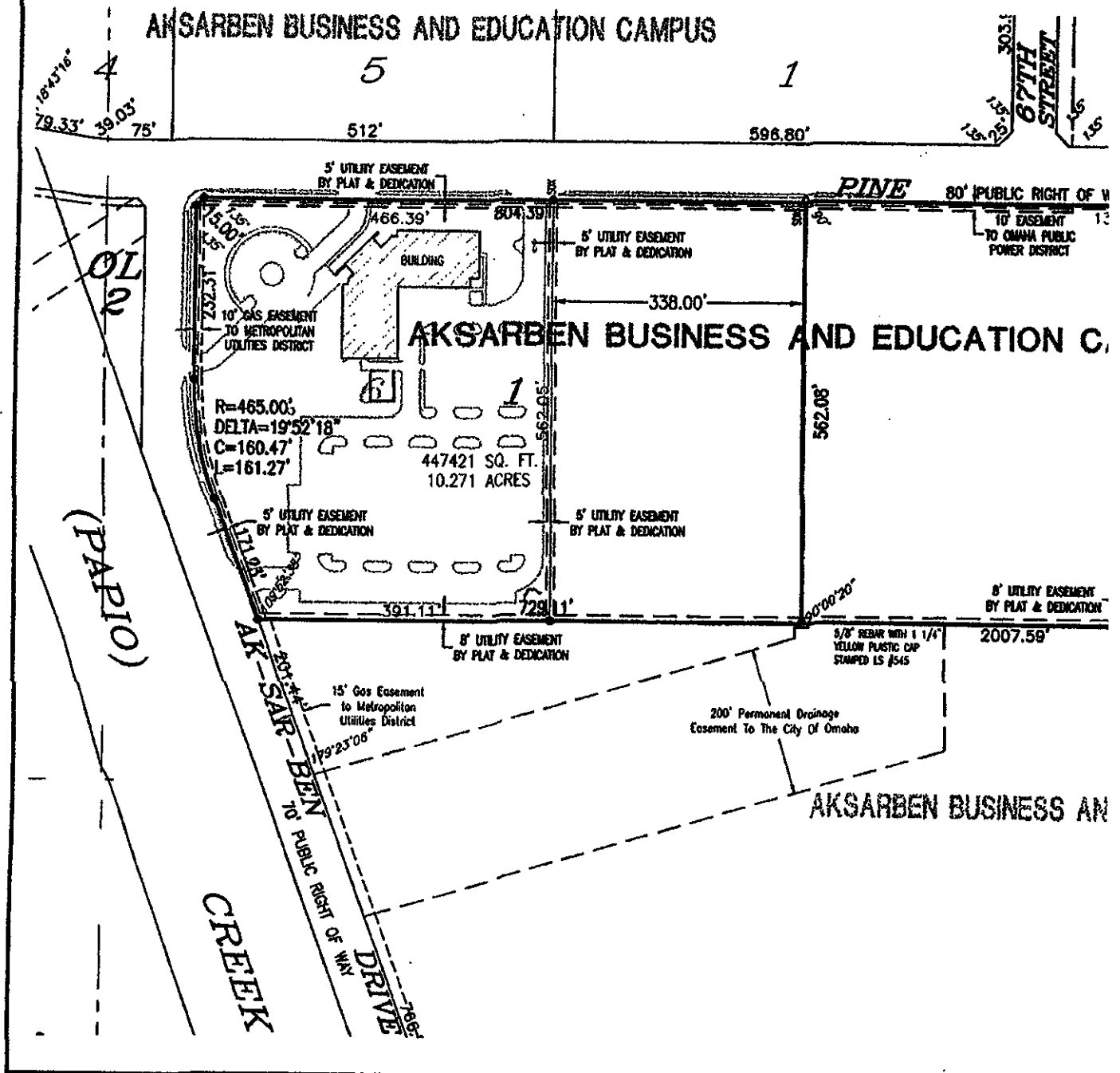
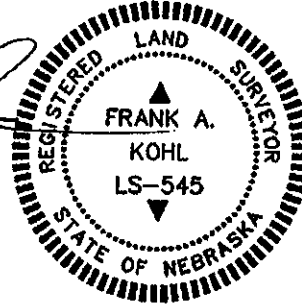
Lot 2: Lot 3, Except the West Three Hundred and Thirty Eight foot (338.00') thereof, AKSARBEN BUSINESS AND EDUCATION CAMPUS.

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and placed permanent markers at all corners of all lots being platted.

Frank A. Kohl LS # 545

Date: March 19, 2004



4452

REPLAT 5

LOCATION
Nebraska

owner's of the property as
t, and have caused said land



COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the surveyor's certificate and as shown by the records of this office.

County Treasurer

3/31/04
Date

Nebraska
APR
9, 2004

PLANNING DIRECTOR'S APPROVAL

Approved as a subdivision of not more than two (2) lots, parcels or tracts, with plat requirements waived per Section 8.08, Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless this plat is filed and recorded with the County Register of Deeds within thirty (30) days of this date.

[Signature]
Planning Director

4/27/04
Date

200

LEGEND

- △ CORNERS SET
- CORNERS FOUND (5/8" REBAR)

drawn by
JHVD

designed by

reviewed by
FAK

references
0311661
9696f100

path/filename
96096 \dwg\9696R500.dwg

revisions

WWW.LRA-INC.COM

(Ph) 402.496.2498
(Fax) 402.496.2730

Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154-2027

AKSARBEN BUSINESS AND EDUCATION CAMPUS REPLAT 5
Douglas County, Nebraska

RATIVE

ISION

AKSARBEN BUSINESS AND EDUCATION CAMPUS REPLAT 3

Administrative subdivision of Lots 3 and 6, AKSARBEN BUSINESS AND EDUCATION CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

OWNER'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned are owner's of the property described in the surveyor's certificate and embraced within this plat, and have caused said property to be subdivided into lots as shown on this plat.

The Board of Regents of the University of Nebraska, OWNER

L. Dennis Smith
 L. Dennis Smith, President

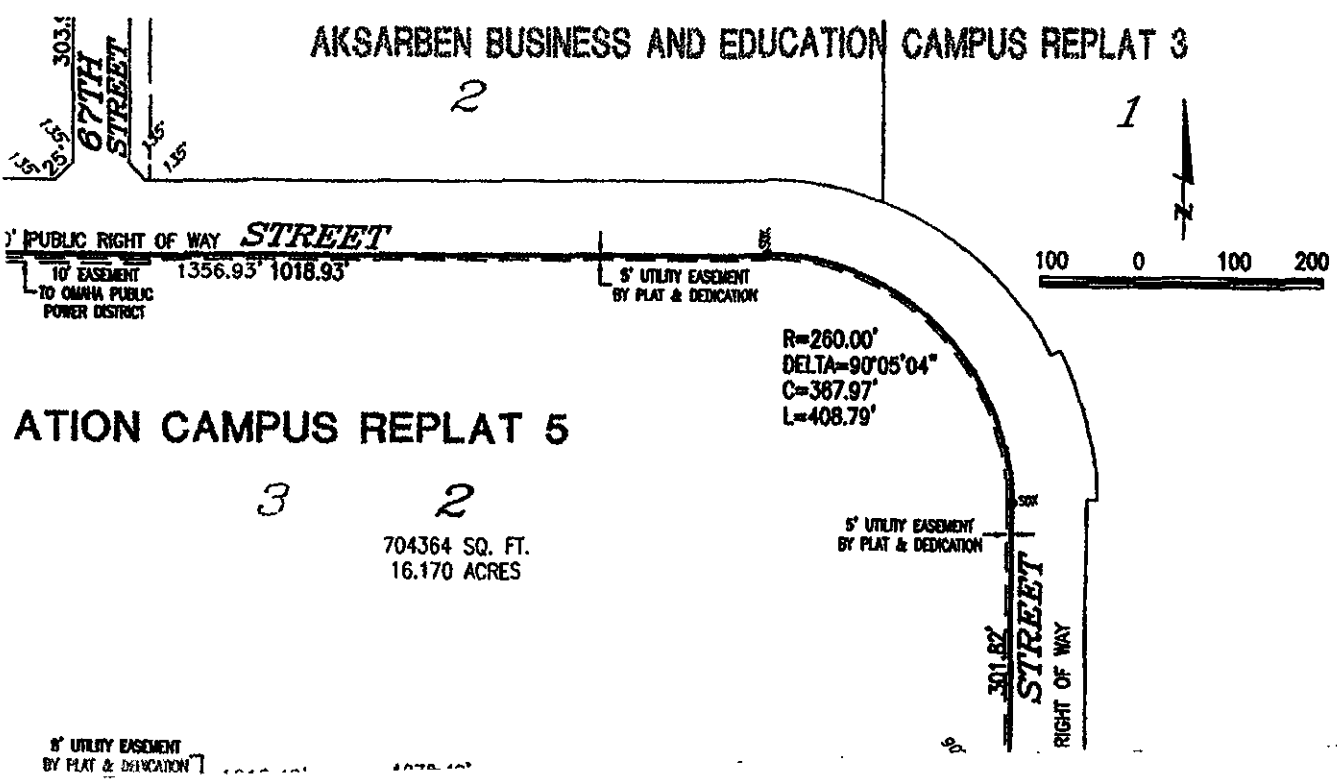
ACKNOWLEDGMENT OF NOTARY

State of Nebraska
 County of Lancaster)SS

On this 25th day of March, 2004, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared L. Dennis Smith, as President of The Board of Regents of the University of Nebraska, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument and he acknowledged the signing of the same to be his voluntary act and deed.

Patricia Henry
 Notary Public

GENERAL NOTARY-State of Nebraska
 PATRICIA HENRY
 My Comm. Exp. Aug. 20, 2004



P.H.

AKSARBEN BUS

An administrative
CAMPUS, a subdiv

CITY OF OMAHA, NEBRASKA ADMINISTRATIVE SUBDIVISION

Lots 1 and 2, AKSARBEN BUSINESS AND EDUCATION CAMPUS REPLAT 5, being an administrative subdivision of Lots 3 and 6, AKSARBEN BUSINESS AND EDUCATION CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, each lot described as follows:

Lot 1: Lot 6 and the West Three Hundred and Thirty Eight foot (338.00') of Lot 3, AKSARBEN BUSINESS AND EDUCATION CAMPUS.

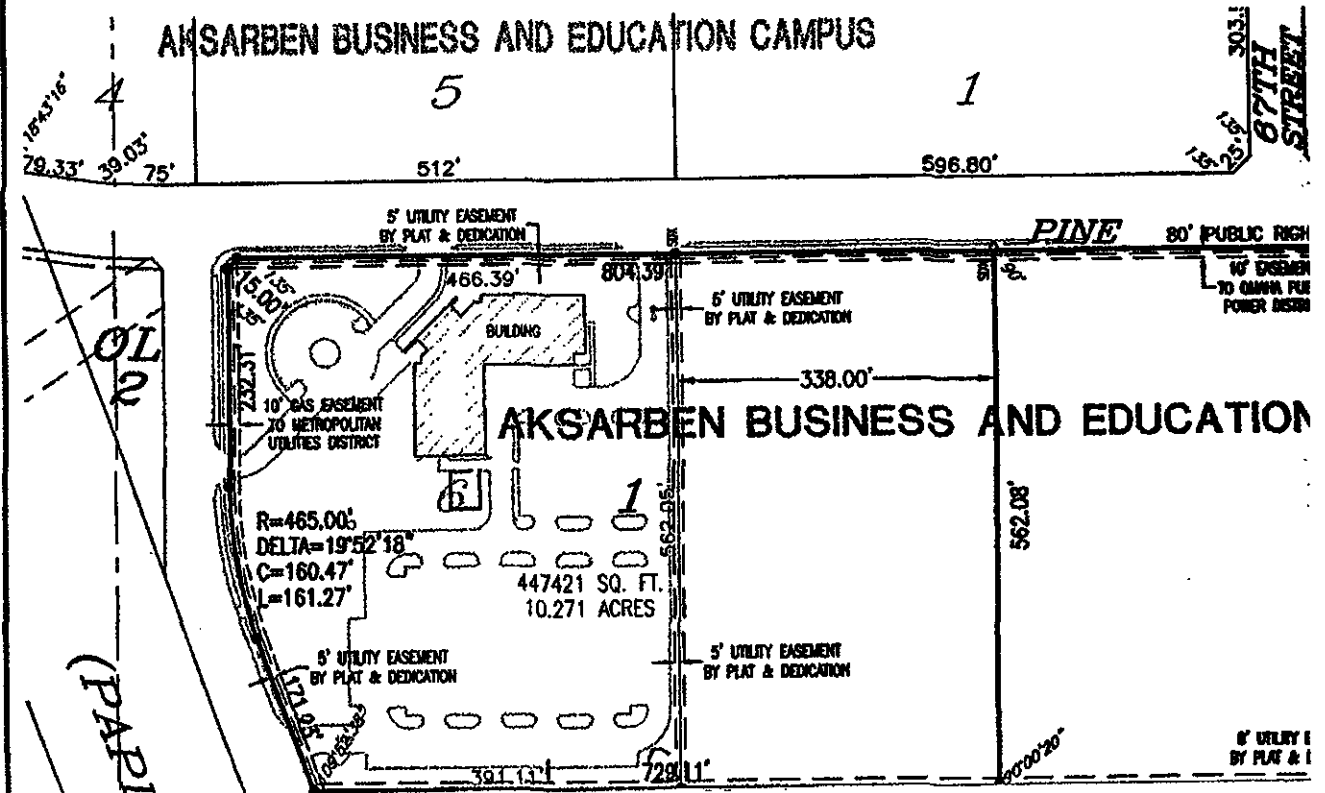
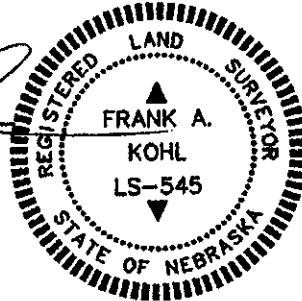
Lot 2: Lot 3, Except the West Three Hundred and Thirty Eight foot (338.00') thereof, AKSARBEN BUSINESS AND EDUCATION CAMPUS.

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and placed permanent markers at all corners of all lots being platted.


Frank A. Kohl LS # 545

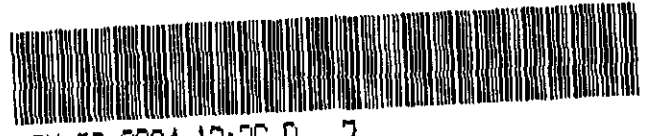
Date: March 19, 2004





MISC 2004055956

EXHIBIT "F"



MAY 03 2004 13:36 P 7

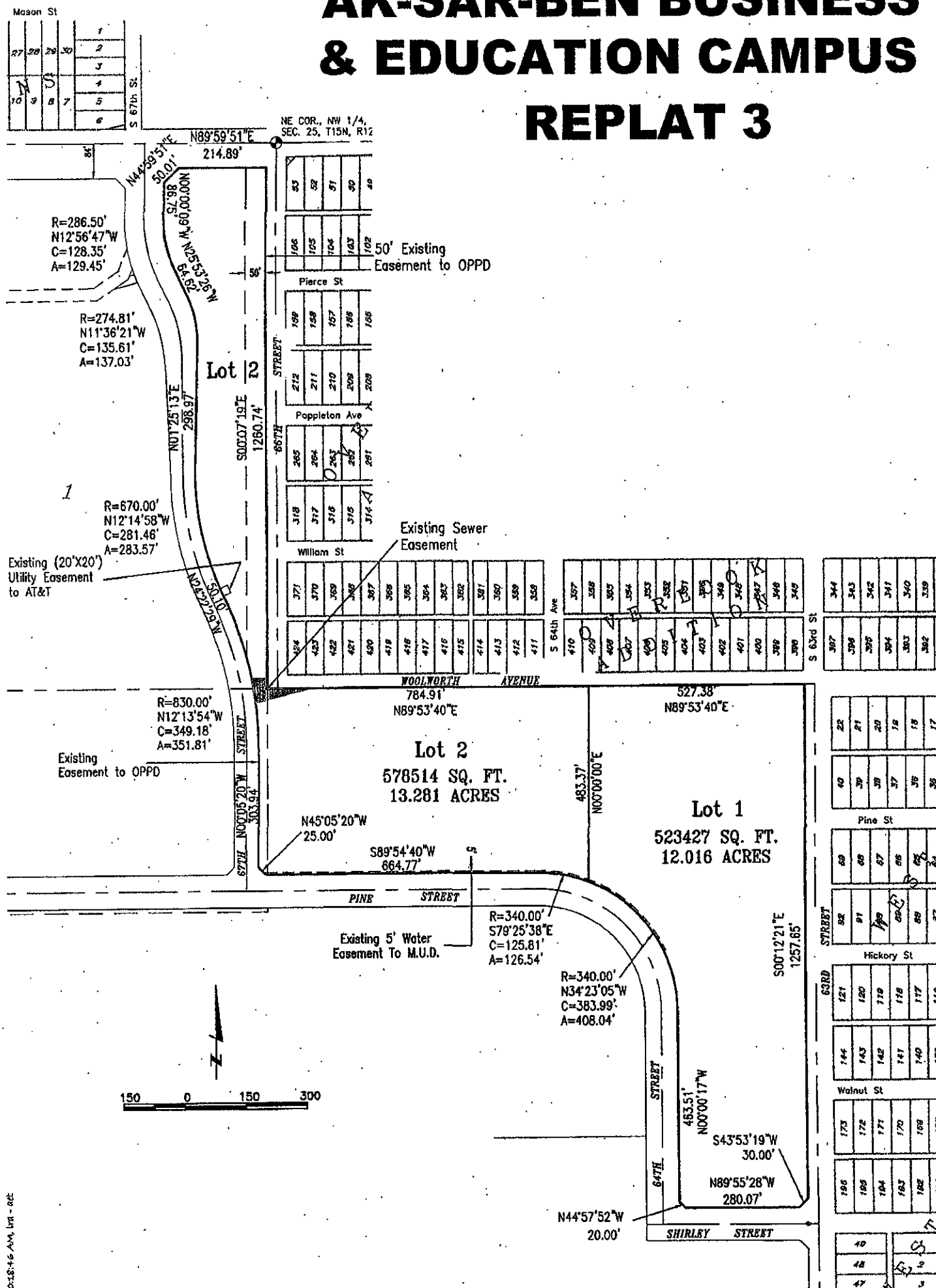
**THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT**

Misc
7
4

FEE 37.00 *N2W*
 FBID 55-00-220
 BKP _____ C/O _____ COMP _____
 DEL _____ SCAN _____ FV _____

Temp. 12.4.01

AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 3



96096\9696R300
 Book _____ Page _____ Date July 26, 2002 Dwn.By aet Job Number 99005.00 404

lamp, rynearson & associates, inc.
 engineers surveyors planners

14710 west dodge road, suite 100
 omaha, nebraska 68164-2029


ph 402-496-2498
 fax 402-496-2730

4165

OWNER'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned are owner's of the property as described in the surveyor's certificate and embraced within this plat, and have caused said land to be subdivided into lots as shown on this plat.

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA



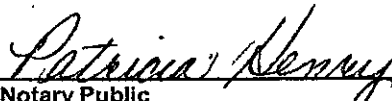
David Lechner
Vice President for Business & Finance
(printed name / title)

August 1, 2002
Date

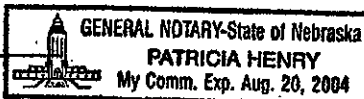
ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
)SS
County of ~~Douglas~~ Lancaster)

On this 1st day of August, 2002, before me, a notary public, duly qualified and commissioned in and for said county and state, personally appeared David Lechner VP for Business & Finance who (are/is) personally known to me to be the identical person(s) whose name(s) are affixed to the foregoing instrument and they acknowledged the signing of the same to be their voluntary act and deed.



Notary Public



Board of Regents of the University of Nebraska

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the surveyor's certificate and as shown by the records of this office.



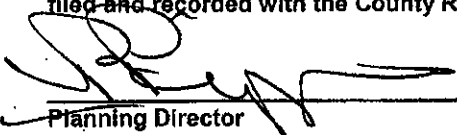
County Treasurer



8-16-02
Date

PLANNING DIRECTOR'S APPROVAL

Approved as a subdivision of not more than two (2) lots, parcels or tracts, with plat requirements waived per Section 8.08, Home Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless this plat is filed and recorded with the County Register of Deeds within thirty (30) days of this date.



Planning Director

8/26/02
Date



BK 1458 PG 434-436

REC'D AUG 08 2002

RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



EXHIBIT "E"

2002 AUG 29 PM 2: 22

MISC 2002 20467

RECEIVED

CITY OF OMAHA, NEBRASKA
ADMINISTRATIVE SUBDIVISION

LEGAL DESCRIPTION


Lots 1 and 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 3, each lot described as follows:

Lot 1: That part of Lot 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas, County, Nebraska, described as follows: Beginning at the intersection of the south right of way line of Woolworth Avenue and the west right of way line of 63rd Street; Thence South 00°12'21" East (bearings referenced to the Final Plat of AK-SAR-BEN BUSINESS & EDUCATION CAMPUS) for 1257.65 feet along said west right of way line; Thence South 43°53'19" West for 30.00 feet to the north right of way line of Shirley Street; Thence North 89°55'28" West for 280.07 feet along said north right of way line; Thence North 44°57'52" West for 20.00 feet to the east right of way line of 64th Street; Thence North 00°00'17" West for 463.51 feet along said east right of way line; Thence along a curve to the left (having a radius of 340.00 feet and a long chord bearing North 34°23'05" West for 383.99 feet) for an arc length of 408.04 feet along said east right of way line; Thence North 00°00'00" East for 483.37 feet to the south right of way line of Woolworth Avenue; Thence North 89°53'40" East for 527.38 feet along said south right of way line to the Point of Beginning. Contains 12.016 acres.

Lot 2: Lot 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, a subdivision, as surveyed, platted and recorded in Douglas, County, Nebraska, EXCEPT that part described as follows: Beginning at the intersection of the south right of way line of Woolworth Avenue and the west right of way line of 63rd Street; Thence South 00°12'21" East (bearings referenced to the Final Plat of AK-SAR-BEN BUSINESS & EDUCATION CAMPUS) for 1257.65 feet along said west right of way line; Thence South 43°53'19" West for 30.00 feet to the north right of way line of Shirley Street; Thence North 89°55'28" West for 280.07 feet along said north right of way line; Thence North 44°57'52" West for 20.00 feet to the east right of way line of 64th Street; Thence North 00°00'17" West for 463.51 feet along said east right of way line; Thence along a curve to the left (having a radius of 340.00 feet and a long chord bearing North 34°23'05" West for 383.99 feet) for an arc length of 408.04 feet along said east right of way line; Thence North 00°00'00" East for 483.37 feet to the south right of way line of Woolworth Avenue; Thence North 89°53'40" East for 527.38 feet along said south right of way line to the Point of Beginning. Contains 13.281 acres.

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and placed permanent monuments at all corners of all lots being platted.


Land Surveyor

July 26, 2002
Date



Misc D

FEE	16 ⁵⁰	FB	55-00222-c
BKP		C/O	COMP
DEL		SCAN	CR EV

3/3

1649

4165

- (1) Inclusion of one or more off-street parking levels within the exterior walls of one or more primary structures of the project.
 - (2) Construction of a parking structure on the same or an adjacent site to the project or, if not adjacent, connected to the project by a specifically designated pedestrian path.
- (b) Floor Area Bonus

By providing all or part of its off-street parking requirement in accordance with Section 55-734, OMC, any lot shall receive an increase in its permitted floor area ratio, as set forth as follows:

**FLOOR AREA BONUS
FOR PARKING STRUCTURES**

Percentage of required off-street parking provided within project or in an eligible parking structure	Bonus as a percentage increase in permitted Floor Area Ratio
10-30%	20%
31-50%	40%
50-75%	80%
76-100%	100%

Exhibit "G"

FDR/UNIVERSITY Mixed Use District

Purpose.

The FDR/UNIVERSITY Mixed Use (MU) District is intended to provide office locations serving community and city wide needs. The MU District allows for relatively intense office and civic development, together with selected, complementary commercial uses integrated into such developments. Site development regulations are designed to ensure compatibility with adjacent or neighboring residential development.

Site Development Regulations.

Each lot in the FDR/UNO Mixed Use District shall be subject to the following site development regulations:

<u>Regulator</u>	<u>Requirement</u>
Lot Area	5,000 sq. ft. minimum
Lot Width	50 ft. minimum
Floor Area Ratio	1.5 maximum
Front Yard	25 ft. minimum
Street Side Yard	15 ft. minimum
Interior Side Yard	none
Rear Yard	none
Height	120 ft. maximum; 45 ft. maximum where building is within 100 ft. of any lot zoned R5 or below
Building Coverage	60 percent maximum
Impervious Coverage	80 percent maximum

Parking and Loading.

The parking shall meet the minimum requirements of the provisions of the Omaha City Code, Chapter 55, Article 14, Off-Street Parking and loading.

Floor Area Bonus for Parking Structures.

This section is intended to encourage the project to incorporate some or all of their off-street parking within the exterior walls of the project or in parking structures adjacent to and connected with the project.

(a) Eligible Methods for Providing Off-Street Parking

Off-street parking may be incorporated into a project as follows to qualify for the floor area bonus: