

FILED SCRPY CO. NE.
INSTRUMENT NUMBER
2005-34183

2005 SEP 16 P 3:10

Glenn J. Dowling
REGISTER OF DEEDS

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Prepared By, and
After Recording, Return to:
Walter Griffiths, Esq.
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

**REAL PROPERTY LEASEHOLD DEED OF TRUST,
CONSTRUCTION SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
LEASES, FIXTURE FILING AND FINANCING STATEMENT**

This Real Property Leasehold Deed of Trust, Construction Security Agreement, Assignment of Rents and Leases, Fixture Filing and Financing Statement constitutes a Construction Security Agreement that secures an obligation which the Grantor incurred for the purpose of making improvements of the real estate in which the security interest is hereby given and is intended to create a construction security interest.

THIS REAL PROPERTY LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT (this "Deed of Trust") is dated as of September 15, 2005 by **OFFUTT AFB AMERICA FIRST COMMUNITIES, LLC**, a Nebraska limited liability company with an address of 1004 Farnam Street, Suite 400, Omaha, Nebraska 68102 (the "Grantor"), to **COMMONWEALTH LAND TITLE INSURANCE COMPANY**, a title insurer authorized to do business in Nebraska with an address of 1905 Harney Street, Suite 210, Omaha, Nebraska 68102 (the "Trustee"), not individually, but solely as indenture trustee under that certain Trust Indenture by and between Grantor and Beneficiary (defined below) dated of September 1, 2005 (the "Trust Indenture"), for benefit of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association with an address of Corporate Trust Services, 1420 Fifth Avenue, 7th Floor, Seattle, Washington 98101, Attn: Sherrie Pantle (the "Beneficiary").

RECITALS:

To secure the repayment of the bonds issued by Grantor collectively designated "Offutt AFB America First Communities, LLC Taxable Military Housing Revenue Bonds – First Mortgage Lien Bonds, Series 2005" in the original aggregate principal amount of One Hundred

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A

Thirty-Eight Million Three Hundred Fifty Thousand and No/Hundredths Dollars (\$138,350,000.00) (the “**Bonds**”), consisting of two classes designated “Offutt AFB America First Communities, LLC Taxable Military Housing Revenue Bonds – First Mortgage Lien Bonds, Series 2005 A” in the principal amount of \$110,790,000 and “Offutt AFB America First Communities, LLC Taxable Military Housing Revenue Bonds – First Mortgage Lien Bonds, Series 2005 B” in the principal amount of \$27,560,000, together with all accrued and unpaid interest thereon, as evidenced by the Trust Indenture, and all renewals, extensions or modifications thereof (the “**Bond Obligations**”);

AND ALSO to secure the observance and performance by Grantor of all covenants, agreements, obligations and conditions required to be observed and performed by Grantor or any other person or entity under any other instruments or agreements in connection with the Bonds, including, but not limited to, payments by Grantor to Beneficiary under the Bonds and all costs, advances, fees, charges and other amounts expended or advanced by Beneficiary pursuant to any provision of the Bond Documents, expended by Beneficiary for the account of Grantor, or otherwise owing by Grantor or any other person or entity to Beneficiary on any and every account whatsoever in connection with the Bonds or under the Bond Documents. “**Bond Documents**” as used herein means and refers the Trust Indenture, the Bonds, that certain Lock Box Agreement among the Secretary (defined below), Grantor and Beneficiary, dated as of even date herewith (the “**Lock Box Agreement**”), this Deed of Trust, and all other instruments and agreements executed in connection with the Bonds. As used herein, the term “**Secured Obligations**” shall mean the obligations described in this paragraph and the Bond Documents (terms not otherwise defined herein shall have the meanings given in the Trust Indenture).

AGREEMENT:

I. DEED OF TRUST PREMISES

IN CONSIDERATION OF TEN AND NO/HUNDREDTHS DOLLARS (\$10.00), cash paid in hand, Beneficiary’s advancing or extending to Grantor the funds or credit constituting all or a part of the funds from the Bonds, and the mutual covenants contained herein and in the Bond Documents, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby irrevocably warrant, grant, bargain, sell, transfer, convey and assign to Trustee IN TRUST WITH POWER OF SALE for the benefit and security of Beneficiary, its successors and assigns, under and subject to the terms hereinafter set forth, all of the following: Grantor’s interest as lessee under that certain Ground Lease of even date herewith between Grantor and the United States of America, Department of the Air Force, acting through its Secretary of the Air Force (the “**Secretary**” or “**Air Force**”), as lessor, (the “**Ground Lease**”) with respect to certain real property described in Exhibit A attached hereto and made a part hereof (the “**Real Property**”), as such Ground Lease is described in that certain Memorandum of Ground Lease dated September 15, 2005 and recorded in the official records of Sarpy County, Nebraska (the “**Memorandum of Lease**”), together with all buildings and improvements now located on the Real Property, including Grantor’s interest as lessee in and to any and all buildings, improvements and building materials that may be hereafter placed thereon (collectively, the “**Improvements**”) during the existence of this Deed of Trust, and all rents, rental payments, compensation, issues, profits, revenues, incomes, royalties and other benefits arising from the use or enjoyment of all or any portion of the above-described property or any contract pertaining

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to the use or enjoyment thereof (collectively, the "**Deed of Trust Premises**"), subject only to those encumbrances of record and those matters set forth in Exhibit B (collectively, the "**Encumbrances**").

TOGETHER WITH all of the right, title and interest of Grantor, now owned or hereafter acquired, in and to all equipment, including, but not limited to, all machinery, appliances, apparatus, equipment, fittings, and fixtures, now or hereafter located in or upon all or any portion of the Real Property, or wherever located if not upon such Real Property but are used in connection with or in the operation of all or any portion of the Deed of Trust Premises, together with all additions thereto, replacements thereof, substitutions therefore and all proceeds thereof (collectively, the "**Equipment**"), including, but not limited to, all of the right, title and interest of Grantor in and to any Equipment which may be subject to any retail installment contract, conditional sale contract or security agreement superior in lien to the lien of this Deed of Trust, it being understood and agreed that the Equipment is part and parcel of the improvements on the Real Property and appropriated to the use thereof, and whether affixed or annexed or not, shall for the purpose of this Deed of Trust be deemed conclusively to be conveyed hereby, Grantor agreeing to execute and deliver, as necessary from time to time, such further instruments as may be requested by Beneficiary to confirm the lien of this Deed of Trust on the Equipment; and

ALSO TOGETHER WITH all right, title and interest of Grantor in and to any and all awards or payments (the "**Awards**"), including, but not limited to, interest thereon, and the right to receive the same, which may be made with respect to all or any portion of the Deed of Trust Premises as a result of: (i) the exercise of the right of eminent domain; or (ii) any other injury to or decrease in the value of all or any portion of the Deed of Trust Premises to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt by Beneficiary of any such Award, and of the reasonable counsel fees, costs and disbursements incurred by Beneficiary in connection with the collection of such Award, Grantor agreeing to execute and deliver, from time to time, such further instruments as may be required by Beneficiary to confirm such assignment to Beneficiary of any such Award; and

ALSO TOGETHER WITH all right, title and interest of Grantor, now or hereafter owned, in and to any and all "**Additional Collateral**", which shall mean and refer to: (i) rents, rental payments, compensation, issues, profits, revenues, incomes, royalties and other benefits, leases, licenses, concession agreements, insurance policies, plans and specifications, contract rights, accounts, escrowed funds and general intangibles in any way relating to all or any portion of the Deed of Trust Premises or used or useful in the use, enjoyment, ownership or operation of all or any portion of the Deed of Trust Premises; and (ii) deposits, awards, damages, payments, escrowed monies, insurance proceeds, condemnation awards or other compensation, and interests, fees, charges or payments accruing on or received from or to be received on any of the foregoing in any way relating to all or any portion of the Deed of Trust Property, or the ownership, enjoyment or operation of the Deed of Trust Premises together with all proceeds of the foregoing.

TO HAVE AND TO HOLD all of the Deed of Trust Premises, Equipment, Additional Collateral, Awards and other property together with all rights, privileges and appurtenances thereto (all of such property hereinafter collectively referred to as the "**Deed of Trust Property**") belonging unto Beneficiary; SUBJECT, HOWEVER, to the Encumbrances.

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UPON CONDITION that if Grantor shall well and truly pay to Beneficiary the principal amount of the Bonds, with all interest, costs, advances, fees and charges and other amounts, if any, payable in accordance with the provisions of the Bond Documents, and if Grantor shall discharge any and all obligations that now or hereafter may be or become owing, directly or contingently, by Grantor to Beneficiary on any and every account, whether or not the same are mature, of which obligations the books of Beneficiary shall be prima facie evidence, and if Grantor shall observe and perform all of the covenants, conditions and agreements to be observed and performed by Grantor under the Bond Documents, and if Grantor shall pay the costs of release, then these presents shall be void, and furthermore, that subject to the terms hereof and until the happening of an Event of Default, Grantor shall be permitted to use and possess the Deed of Trust Property and to use and receive the rents, rental payments, compensation, issues, profits, revenues, royalties and other income (but not including Awards) thereof.

II. CONSTRUCTION SECURITY AGREEMENT; FINANCING STATEMENT; FIXTURE FILING

Grantor hereby grants and conveys to Beneficiary a security interest in and lien on all of the Additional Collateral. This Deed of Trust shall serve as a Construction Security Agreement and Financing Statement created pursuant to the Uniform Commercial Code as enacted in the State of Nebraska, as it may be amended from time to time (the "UCC") and Beneficiary shall have and may exercise all rights, remedies and powers of a secured party under the UCC.

This Deed of Trust is also intended to constitute a fixture filing in accordance with the applicable provisions of the UCC with Grantor as the debtor and Beneficiary as the secured party. Grantor represents and warrants that the name and address as set forth above is Grantor's full legal name. A part of the Deed of Trust Property is or shall become fixtures (as that term is defined in the UCC), and this Deed of Trust, upon being filed for record in the real estate records wherein the Deed of Trust Premises are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of the UCC upon such Deed of Trust Property that are or may become fixtures.

This Deed of Trust secures any and all future advances made to Guarantor by Beneficiary. At no time during the term of this Deed of Trust, or any extension hereof, shall the unpaid and outstanding secured principal future advances, not including sums advanced by Beneficiary to protect the security of this Deed of Trust, exceed the following amount \$138,350,000.

Grantor hereby authorizes Beneficiary to file any documents as may necessary to perfect or maintain its perfection of its security interest in the Additional Collateral and fixtures.

III. ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

In further consideration of receipt of proceeds the funds from the issuance of the Bonds, Grantor hereby absolutely and unconditionally assigns to Beneficiary all of Grantor's right, title and interest in and to all leases relating to all or any portion of the Deed of Trust Property in

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which Grantor is the lessor or sublessor under said leases, whether now existing or subsequently made, and any and all rents, rental payments, compensation, issues, profits, revenues, incomes, royalties and other benefits from such leases of the Deed of Trust Property. Provided, however, that so long as no Default has occurred, Grantor is hereby granted a license to continue to cause all rents, rental payments, compensation, issues, profits, revenues, royalties and other income from the Deed of Trust Property to be paid into the accounts established under the Lockbox Agreement. If a Default shall occur, Beneficiary may terminate such license. It is intended by Grantor and Beneficiary that this assignment of rents and leases constitutes an absolute assignment and not an assignment for additional security only, and that Beneficiary shall be entitled to exercise its rights hereunder and under the Bond Documents whether or not Beneficiary is in possession of the Deed of Trust Property at such time. Grantor agrees to fulfill or perform each and every covenant of any and all leases of all or any portion of the Deed of Trust Property so as to keep them at all times in full force and effect.

Nothing contained in this Deed of Trust or in any other document securing, evidencing or relating to the issuance of the Bonds shall preclude Beneficiary from taking any action to cure or remedy any default of Beneficiary under any lease relating to all or any portion of the Deed of Trust Property or any guaranty of lease, or any act, omission, or occurrence which, but for the passage of time, the giving of notice, or both, would be a default under any such lease or guaranty or take any other action in connection therewith and any amounts expended by Beneficiary in connection with such cure or remediation including, but not limited to, reasonable attorneys' fees and expenses, shall be an advance under and secured by this Deed of Trust and shall be included in the Secured Obligations and shall be paid by Grantor to Beneficiary on demand. The preceding sentence shall not be constructed to obligate Beneficiary to cure any such actual or potential lease defaults or any actual or potential guaranty of lease defaults.

IV. GRANTOR'S COVENANTS.

Grantor hereby covenants and agrees with Beneficiary as follows:

A. In the event of a sale of all or any portion of the Deed of Trust Property under and by virtue of the provisions of this Deed of Trust, the purchaser or purchasers thereof shall have immediate and peaceable possession of the same, and if Grantor shall remain in possession after the effective date of such sale, such possession shall be construed as a tenancy at sufferance only, giving, unto the purchaser all remedies, by way of summary possession or otherwise, conferred by law in such case.

B. Without affecting Grantor's liability with regard to the payment of any indebtedness secured hereby or the lien or security interest of this Deed of Trust on the Deed of Trust Property (or the remainder thereof), for the full amount of any indebtedness unpaid, Beneficiary may from time to time, without notice and without affecting or impairing any of its rights under this Deed of Trust: (i) release any person or entity liable for the payment of any of the indebtedness; (ii) extend the time or otherwise alter the terms of payment of any of the indebtedness or accept a renewal note or notes to evidence such an extension or alteration; (iii) accept additional security therefore of any kind, including, but not limited to, deeds of trust, mortgages and security agreements; (iv) alter, substitute or release any property securing the indebtedness; (v) resort for the payment of the indebtedness secured hereby to any securities

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therefore in such order and manner as it may see fit; (vi) join in granting any easement or creating any restriction thereon; and (vii) join in any extension or subordination or other agreement affecting this Deed of Trust or the lien or charge thereof.

C. All advances, costs, expenses and attorneys' fees which Beneficiary may make, pay or incur under any provision of this Deed of Trust for the protection of the security of Beneficiary, or any of the rights of Beneficiary in connection with the Deed of Trust Property, or in foreclosure proceedings commenced and subsequently abandoned, or in any dispute or litigation in which Beneficiary or the Bondholder Representative on behalf of the bondholders may become involved by reason of or arising out of this Deed of Trust, the Trust Indenture or the other Bond Documents, shall be additional charges upon the Deed of Trust Property and be equally secured hereby and shall be a lien on the Deed of Trust Property prior to any rights or claims upon the Deed of Trust Property subordinate to the lien of this Deed of Trust.

D. Beneficiary may, at its sole discretion, release, for such or no consideration, as it may require, any portion of the Deed of Trust Property without, as to the remainder of the Deed of Trust Property, in any way impairing or affecting the lien, security interest and priorities herein provided for Beneficiary compared to any subordinate lien holder.

E. If at any time the State of Nebraska or the United States of America shall impose any fee on this Deed of Trust or any amendments hereto or the indebtedness secured hereby, including, but not limited to, any fee on the making or recordation of this Deed of Trust or any amendments hereto, or require internal revenue stamps to be affixed to the Bonds or this Deed of Trust, Grantor shall pay for the same with any interest or penalties imposed in connection therewith.

F. Grantor shall pay in full, or cause to be paid in full, any and all real estate taxes when due and before the addition of any interest, fine, penalty or cost for nonpayment.

G. The obligations of Grantor under the Environment Indemnification Agreement date as of the date hereof and Section 4.13 of the Trust Indenture are hereby incorporated by reference, including the indemnification obligations and liabilities of Grantor thereunder.

V. DEFAULTS

Grantor shall be in default ("**Default**") under this Deed of Trust if there is an Event of Default by Grantor under the Trust Indenture, the Bonds or any other Bond Document.

VI. REMEDIES

Upon the occurrence of a Default or at any time thereafter, Beneficiary shall have at its option, any or all of the following remedies in addition to those in the Bond Documents.

A. Grantor, upon demand of Beneficiary, shall forthwith surrender to Beneficiary the actual possession of the Deed of Trust Property and, to the extent permitted by law, Beneficiary itself or such officers or agents as it may appoint: (i) may enter and take possession of all or any portion of the Deed of Trust Property, together with the books, papers and accounts of Grantor

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relating thereto; (ii) may exclude Grantor, and Grantor's agents and servants therefrom; (iii) may hold, operate and manage the same and from time to time make all needful repairs and such alterations, additions, advances and improvements as Beneficiary shall deem appropriate; and (iv) may receive tolls, rents, rental payments, compensation, issues, profits, revenues, incomes, royalties and other benefits and products thereof and out of the same may pay all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, reasonable compensation to Beneficiary's agents, attorneys and counsel, and any taxes and assessments and other charges prior to the lien and security interest of this Deed of Trust, which Beneficiary shall deem reasonably necessary to pay, and all expenses of such repairs, alterations, additions and improvements, and other disbursements made by Beneficiary pursuant to the terms hereof, and may apply the remainder of the monies so received by Beneficiary to the payment of any sums secured hereby, including, but not limited to, the unpaid principal of, and interest on, the Bonds;

B. Beneficiary may, to the extent permitted by law, with or without first taking possession, sell all or any portion of the Deed of Trust Property, in whole or, to the extent permitted by law, in part, at public auction in the State of Nebraska, or at such place as may be required by law, having first given notice of such sale by publication as may be required by law, and may adjourn such sale from time to time by announcement at the time and place appointed for such sale or adjourned sale, and upon such sale, Beneficiary may make and deliver to any purchaser a good and sufficient deed, conveyance, or bill of sale, and good and sufficient receipts for the purchase money, and do and perform all other acts as may be necessary fully to carry into effect the power of sale contained herein;

C. Beneficiary may, either with or without first taking possession, proceed by action or actions at law or in equity, or by any other appropriate remedy, to enforce payment of the Bonds or performance of any other obligation secured hereby, and to foreclose this Deed of Trust, and to sell, in whole, or to the extent permitted by law, in part, the Deed of Trust Property under the judgment or decree of a court or courts of competent jurisdiction;

D. Beneficiary shall have the right to enforce one or more remedies hereunder, or any other remedy Beneficiary may have under the other Bond Documents, successively or concurrently, including, but not limited to, the right to foreclose this Deed of Trust with respect to any portion of the Deed of Trust Property, if the operation of the remaining portion thereof is not thereby rendered unlawful under the then applicable laws, rules and regulations of the governmental authorities having jurisdiction in the premises, without thereby impairing the lien of this Deed of Trust on the remainder of the Deed of Trust Property or affecting the remedies of Beneficiary available with respect thereto.

(i) Upon any sale, either under the power of sale contained herein or under judgment or decree in any judicial proceedings for foreclosure, or otherwise for enforcement of this Deed of Trust, the unpaid principal amount of the Bonds, the unpaid interest thereon, and all other obligations hereby secured, if not previously due, shall at once become and be immediately due and payable.

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(ii) Upon any such sale, Beneficiary may bid for and purchase all or any portion of the Deed of Trust Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its absolute right without further accountability, and Beneficiary, at any such sale may, if permitted by law, after allowing for the proportion of the total purchase price required to be paid in cash for the costs and expenses of the sale, commissioner's compensation and other charges, in paying purchase money, turn in the Bonds, including, but not limited to, interest thereon, in lieu of cash, up to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon. Beneficiary shall be permitted to bid at any public auction held to sell all or any portion of the Deed of Trust Property without payment of a deposit or down payment of any kind. Beneficiary shall not be required at confirmation of any public auction sale to extend credit or financing of any kind to Grantor or any other party that may acquire all or any portion of the Deed of Trust Property.

(iii) Beneficiary shall apply the proceeds of any such sale as follows; unless otherwise required by law, in which case, Beneficiary shall apply the proceeds of any such sale as prescribed by law: (a) first, to the costs and expenses of such sale and all proceedings in connection therewith, including, but not limited to, counsel fees; (b) next, to the payment of any unreimbursed disbursements made by Beneficiary for taxes or assessments or other charges prior to the lien of this Deed of Trust; (c) next, to the payment of all other unreimbursed disbursements and expenses and unpaid charges and fees due and owing to Beneficiary under the provisions of this Deed of Trust or any of the other Bond Documents; and (d) next, to the payment of the unpaid principal sum of and interest on the Bonds and all other obligations of Grantor to Beneficiary, in such order as Beneficiary shall determine; and the remainder, if any, shall be paid over to Grantor. If such proceeds shall be insufficient to discharge the entire indebtedness under the Bond Documents, Beneficiary may have any other legal recourse against Grantor for the deficiency.

(iv) Any such sale shall, to the extent permitted by law, be a perpetual bar, both at law and in equity, against Grantor and all persons and entities lawfully claiming by or through or under Grantor; and Beneficiary is hereby irrevocably appointed the true and lawful attorney of Grantor, in Grantor's name and stead, for the purpose of effectuating any such sale, to execute and deliver all necessary deeds, conveyances, assignments, bills of sale and other instruments with power to substitute one or more persons or entities with like power; provided, that Grantor shall ratify and confirm any such sale or transfer if required by Beneficiary by delivering all proper conveyances or other instruments to such persons or entities as may be designated in any such request.

(v) In case Beneficiary shall have proceeded to enforce any right hereunder and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Grantor and Beneficiary shall be restored to their former positions and rights hereunder with respect to the Deed of Trust Property, and all rights, remedies and powers of Beneficiary shall continue as if no such proceedings had been taken. No remedy herein reserved to Beneficiary is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, or by statute. Nothing in this Deed of Trust, the Trust Indenture, the Bonds or any of the other Bond Documents shall affect or impair the right, subject

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to the terms of the Bond Documents, of the bondholders to enforce payment of the principal, interest and other charges on the Bonds at or after the date therein expressed as the date when the same shall become due, or the obligation of Grantor, which is likewise unconditional and absolute, to pay such amounts at the respective times and places therein expressed.

E. With respect to the exercise of Beneficiary's rights, remedies and privileges under the UCC: (i) Beneficiary's attorneys' fees and the legal and other expenses for pursuing, searching for, receiving, taking, keeping, storing, advertising and selling all or any portion of the Deed of Trust Property shall be chargeable to Grantor; (ii) Beneficiary may, at its discretion, and in addition to Beneficiary's other remedies hereunder: (a) subject to the terms of the Ground Lease, enter upon or within the Deed of Trust Premises peaceably by Beneficiary's own means or with legal process and take possession of all property in which Beneficiary has a security interest under the UCC, or render it unusable, or dispose of it, and Grantor agrees not to resist or interfere with such action taken by Beneficiary; (b) require Grantor to assemble such property and make it available to Beneficiary at a place to be designated by Beneficiary, convenient to both parties; and (c) unless such property is perishable or threatens to decline speedily in value or is of a type customarily sold in a recognized market, Beneficiary shall give Grantor notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made as required by law and shall conduct any such public or private sale as required by law.

F. Beneficiary shall have any and all remedies available under the laws of the State of Nebraska, including the right to appointment of a receiver. All rights and remedies available to Beneficiary, under this Deed of Trust or any of the other Bond Documents, shall be cumulative and not exclusive. Failure to exercise any of such rights upon Default shall not constitute a waiver of the right to exercise any of them at any time, and the exercise or beginning to exercise of any one of such rights and remedies shall not preclude the simultaneous or later exercise of any or all of such rights and remedies.

VII. MISCELLANEOUS PROVISIONS

A. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor.

B. This Deed of Trust shall be governed by and shall be construed and interpreted under and pursuant to the laws of the State of Nebraska and all applicable federal laws.

C. The invalidity or unenforceability of any term or provision of this Deed of Trust or the nonapplication of any such term or provision to any person or entity or circumstance shall not impair or affect the remainder of this Deed of Trust, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect and shall be construed as if such invalid, unenforceable, or nonapplicable provision were omitted.

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D. The headings of paragraphs herein are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provisions of this Deed of Trust.

E. This Deed of Trust constitutes and sets forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning the transactions contemplated hereunder, and supersedes and cancels all prior negotiations, representations, understandings and agreements, both oral and written, of the parties hereto. No subsequent alteration, amendment, change or addition to this Deed of Trust shall be valid, binding or enforceable unless reduced to writing and signed by all of the parties hereto.

F. This Deed of Trust reflects the result of negotiations between the parties hereto and, therefore, no party shall be deemed to be the drafter of this Deed of Trust. If this Deed of Trust is ever construed or interpreted by a court or other authority before which this Deed of Trust is properly presented, such court or such other authority shall not construe this Deed of Trust or any provision herein against either party as the drafter.

G. All notices, demands or documents to be delivered under this Deed of Trust shall be given in writing and sent by registered or certified mail addressed to the parties at the addresses set forth on the first page of this Deed of Trust. Such addresses may be changed by addressee by serving notice as provided above. Service of such notice shall be deemed complete on the earlier to occur of the actual date of delivery or three (3) days after mailing. Grantor, for itself and for each party hereto, their successors and assigns as their interests may appear, hereby requests that a copy of any notice of default, notice of sale, or other notice provided or required hereunder be mailed to them at the applicable addresses set forth on the first page of this Deed of Trust.

H. The terms "**advances**," "**costs**" and "**expenses**" shall include, but shall not be limited to, reasonable attorneys' fees whenever incurred. The terms "**indebtedness**" and "**obligations**" shall mean and include, but shall not be limited to all claims, demands, obligations and liabilities whatsoever, however arising, whether owing by Grantor individually or as a partner, or jointly or in common with any others, and whether absolute or contingent, and whether owing by Grantor as principal debtor or as accommodation maker or as indorser, liquidated or unliquidated, and whenever contracted, accrued or payable.

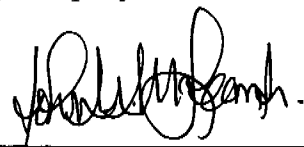
I. As and when used herein, the term "**Grantor**" shall mean and include Grantor above-named and Grantor's heirs, personal representatives, successors and assigns; the term "**Beneficiary**" shall mean and include Beneficiary above-named and its successors and assigns; the use of the singular shall mean and include the plural, and vice versa; and the use of any gender shall include all genders. If Grantor consists of more than one person or entity, then all obligations and liability of Grantor hereunder shall constitute the joint and several obligations and liability of each such person or entity.

Signature Page Follows

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IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written.

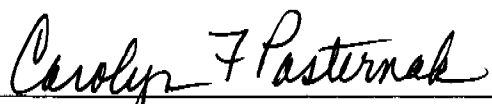
**OFFUTT AFB AMERICA FIRST
COMMUNITIES, LLC**, a Nebraska limited
liability company



John N. McLean, Jr.
Vice President

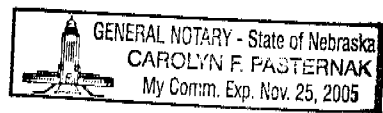
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on September 15, 2005 by John N. McLean, Jr., the Vice President of Offutt AFB America First Communities, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Notary Public

My commission expires: 11-25-05



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EXHIBIT A

LEGAL DESCRIPTION REAL PROPERTY

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LEGAL DESCRIPTION

WHERRY/COFFMAN HEIGHTS HOUSING - PARCEL "A"

A tract of land located in part of the SE 1/4 of Section 35, Township 14 North, Range 13 East, of the 6th P.M., and also together with part of the SW1/4 of section 36, Township 14 North, Range 13 East of the 6th P.M., and also together with part of the NW1/4 of Section 1, Township 13 North, Range 13 East of the 6th P.M., and also together with part of the NE1/4 of Section 2, Township 13 North, Range 13 East of the 6th P.M., all located in Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of Lot 18, Bellaire Addition "B", a subdivision in the SE1/4 of Section 35, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, said point also being the Northwest corner of Tax Lot 12C of Section 35, Township 14 North, Range 13 East, now owned by Offutt Air Force Base; thence N87°00'53"E (assumed bearing) along the South line of Lots 18 through 24, inclusive, Bellaire Addition 'B', a distance of 658.88 feet to a point on the South line of Lot 24, Bellaire Addition 'B' said point also being the Point of Beginning; thence continuing N87°00'53"E along the South line of Lots 24 through 28, inclusive, Bellaire Addition 'B' and Lots 29 through 36, inclusive, Bellaire Addition 'A', a subdivision in the SE1/4 of Section 35, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, and the Easterly extension thereof, a distance of 951.84 feet to a point on the South line of property owned by the City of Bellevue for Bellaire School, said point also being the Northwest corner of a tract of land reserved by Offutt Air Force Base for the RAPCON facility; thence S03°33'43"E along the Westerly line of said RAPCON facility, a distance of 142.74 feet; thence S32°27'03"E along the Westerly line of said RAPCON facility, a distance of 212.79 feet; thence S02°52'21"E along the Westerly line of said RAPCON facility, a distance of 309.32 feet; thence N87°03'41"E along the Southerly line of said RAPCON facility, a distance of 271.57 feet; thence N02°40'38"W along the Easterly line of said RAPCON facility, a distance of 429.45 feet; thence S86°47'28"W along the Easterly line of said RAPCON facility, a distance of 134.36 feet; thence N03°51'22"W along the Easterly line of said RAPCON facility, a distance of 208.64 feet to a point on said South line of property owned by the City of Bellevue for Bellaire School, said point also being the Northeast corner of said RAPCON facility; thence N87°00'53"E along said South line of property owned by the City of Bellevue for Bellaire School a distance of 346.35 feet to a point on the East line of said Section 35, Township 14 North, Range 13 East, said point also being the Northwest corner of Tax Lot 6A1 of Section 36, Township 14 North, Range 13 East, now owned by Offutt Air Force Base; thence N87°00'15"E along said South line of property owned by the City of Bellevue for Bellaire School and along the South line of Lot 34, Svoboda Addition, a distance of 160.33 feet to the Northwest corner of Tax Lot 6A2 of Section 36, Township 14 North, Range 13 East; thence S02°23'16"E along the west line of said Tax Lot 6A2 and Tax Lot 6B of Section 36, Township 14 North, Range 13 East, a distance of 424.19 feet to the Southwest corner of said Tax Lot 6B; thence N87°46'09"E along the South line of said Tax Lot 6b, said line also being the North line of Tax Lot 6C of Section 36, Township 14 North, Range 13 East, a distance of 258.03 feet to a point on the West

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right-of-way line of Fort Crook Boulevard; thence $S03^{\circ}14'03''W$ along said West right-of-way line of Fort Crook Boulevard, a distance of 77.77 feet; thence $S02^{\circ}28'34''E$ along said West right-of-way line of Fort Crook Boulevard, a distance of 490.81 feet to a point on said West right-of-way line of Fort Crook Boulevard at the intersection of the extended centerline of vacated 25th Avenue; thence continuing $S02^{\circ}28'34''E$ a distance of 77.09 feet to a point on a line running approximately 5 feet behind the Westerly back of curb of Nelson Drive; thence $S45^{\circ}49'16''W$ along a line running approximately 5 feet behind said Westerly back of curb of Nelson Drive, a distance of 62.54 feet; thence continuing approximately 5 feet behind said Westerly back of curb of Nelson Drive on a curve to the left with a radius of 182.19 feet, a distance of 40.94 feet, said curve having a long chord which bears $S39^{\circ}23'01''W$ a distance of 40.85 feet; thence continuing approximately 5 feet behind said Westerly back of curb of Nelson Drive thence on a curve to the right with a radius of 422.75 feet, a distance of 94.89 feet, said curve having a long chord which bears $S39^{\circ}22'35''W$ a distance of 94.69 feet; thence $S45^{\circ}19'00''W$ along a line running approximately 5 feet behind said Westerly back of curb of Nelson Drive, a distance of 306.20 feet; thence continuing approximately 5 feet behind said Westerly back of curb of Nelson Drive thence on a curve to the left with a radius of 487.78 feet, a distance of 48.89 feet, said curve having a long chord which bears $S42^{\circ}26'44''W$ a distance of 48.87 feet; thence $N49^{\circ}00'10''W$ a distance of 36.42 feet to a point on a line that is approximately 10 feet distant from the fence surrounding Ft. Crook Cemetery; thence $N03^{\circ}11'05''W$ along a line running approximately 10 feet outside said fence surrounding Ft. Crook Cemetery, a distance of 248.20 feet to a point on a line that is 10 feet distant from the fence surrounding Ft. Crook Cemetery; thence $S86^{\circ}56'31''W$ along a line running approximately 10 feet outside said fence surrounding Ft. Crook Cemetery, a distance of 243.30 to a point on a line that is 10 feet distant from the fence surrounding Ft. Crook Cemetery; thence $S03^{\circ}09'57''E$ along a line running approximately 10 feet outside said fence surrounding Ft. Crook Cemetery, a distance of 249.31 feet to a point on a line that is 10 feet distant from the fence surrounding Ft. Crook Cemetery; thence $N86^{\circ}44'32''E$ along a line running approximately 10 feet outside said fence surrounding Ft. Crook Cemetery, a distance of 62.35 feet; thence $S56^{\circ}52'24''E$ a distance of 140.07 feet to a point on a line running approximately 12 feet behind said Westerly back of curb of Nelson Drive; thence $S35^{\circ}25'50''W$ along a line running approximately 12 feet behind said Westerly back of curb of Nelson Drive, a distance of 1049.71 feet; thence on a curve to the right with a radius of 35.00 feet, a distance of 54.97 feet, said curve having a long chord which bears $S80^{\circ}25'35''W$ a distance of 49.49 feet to a point on a line that is approximately 12 feet behind the Northerly back of curb of Bergquist Drive; thence $N54^{\circ}34'16''W$ along a line running approximately 12 feet behind said Northerly back of curb of Bergquist Drive, a distance of 533.85 feet; thence continuing approximately 12 feet behind said Northerly back of curb of Bergquist Drive on a curve to the left with a radius of 118.00 feet, a distance of 185.55 feet, said curve having a long chord which bears $S80^{\circ}22'55''W$ a distance of 167.01 feet; thence $S35^{\circ}20'06''W$ along a line running approximately 12 feet behind said Northerly back of curb of Bergquist Drive, a distance of 179.94 feet; thence on a curve to the right with a radius of 25.00 feet, a distance of 39.72 feet, said curve having a long chord which bears $S80^{\circ}51'22''W$, a distance of 35.68 feet to a point on a line that is approximately 12 feet behind the Northerly back of curb of Nelson Drive; thence

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N53°37'21"W, a distance of 475.94 feet; thence N36°35'18"E, a distance of 92.23 feet; thence N53°28'37"W, a distance of 169.70 feet; thence N01°16'20"W, a distance of 269.71 feet; thence N88°43'40"E, a distance of 122.85 feet; to a point on the line of a fence surrounding a water-tank farm; thence along the line of said fence surrounding a water tank farm for the following courses: S43°57'35"E, a distance of 168.98 feet; thence N87°04'07"E, a distance of 146.61 feet; thence N02°22'50"W, a distance of 47.27 feet; thence N87°02'02"E, a distance of 79.90 feet; thence N03°12'28"W, a distance of 236.53 feet; thence N45°04'58"W, a distance of 155.15 feet; thence N87°02'42"W, a distance of 59.46 feet; thence S05°08'22"E, a distance of 56.76 feet; thence S84°43'59"W, a distance of 36.70 feet; thence S04°55'56"E, a distance of 14.07 feet; thence S85°07'05"W, a distance of 62.61 feet; thence N03°56'52"W, a distance of 54.56 feet; thence S56°07'51"W, a distance of 46.99 feet; thence N03°05'52"W, on a line 13.5 feet distant Easterly from the East back of curb of Airman Drive, a distance of 601.29 feet to a point on a line running approximately 13.5 feet behind the Southerly edge of a gravel access road to Building 405; thence N71°09'59"E, along a line approximately 13.5 feet behind said Southerly edge of a gravel access road to Building 405, a distance of 29.69 feet; thence continuing approximately 13.5 feet behind said Southerly edge of a gravel access road to Building 405 on a curve to the left with a radius of 113.51 feet, a distance of 147.61 feet, said curve having a long chord which bears N33°54'45"E, a distance of 137.43 feet to a point on a line that is approximately 13.5 feet behind the East edge of said gravel access road to Building 405, thence N03°20'30"W, along a line running approximately 13.5 feet behind said East edge of a gravel access road to Building 405, a distance of 285.31 feet to a point on the line of a fence surrounding Building 405; thence S70°37'37"E along said line of a fence surrounding Building 405, a distance of 69.53 feet; thence N19°43'48"E along said line of a fence surrounding Building 405 and the extension thereof, a distance of 230.65 feet to the Point of Beginning.

Said tract of land contains an area of 3,667,479 square feet or 84.194 acres, more or less.

#2000141.01 kr
6/7/01
E&A Consulting Group, Inc.
12001 "Q" Street
Omaha, NE 68137

CAPEHART GOVERNMENT PARCEL B1 / B2
(A PART OF SECTION 4, T13N, R13E NORTH OF CAPEHART ROAD)

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE N03°04'10"W (ASSUMED BEARING) ALONG THE EAST LINE OF THE SE1/4 OF SAID SECTION 4, A DISTANCE OF 673.58 FEET; THENCE S86°55'50"W, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET; THENCE S85°40'29"W, A DISTANCE OF 152.30 FEET; THENCE N62°37'05"W, A DISTANCE OF 20.31 FEET; THENCE S76°24'31"W, A DISTANCE OF 169.46 FEET; THENCE N69°05'55"W, A DISTANCE OF 326.16 FEET; THENCE S21°42'04"W, A DISTANCE OF 79.85 FEET; THENCE N68°47'43"W, A DISTANCE OF 50.41 FEET; THENCE S22°07'05"W, A DISTANCE OF 278.16 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE N66°20'41"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 1784.99 FEET; THENCE N27°26'31"E, A DISTANCE OF 108.36 FEET; THENCE N62°20'39"W, A DISTANCE OF 129.17 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 350.92 FEET, A DISTANCE OF 74.51 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N68°25'36"W, A DISTANCE OF 74.37 FEET; THENCE S14°48'59"W, A DISTANCE OF 115.81 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE N66°20'41"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 3.63 FEET TO AN ANGLE POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE S87°03'54"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 7.63 FEET TO A POINT ON THE WEST LINE OF SAID SE1/4 OF SECTION 4, SAID POINT ALSO BEING ON THE EAST LINE OF THE SW1/4 OF SAID SECTION 4; THENCE CONTINUING S87°03'54"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 2607.61 FEET TO THE POINT OF INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF 36TH STREET; THENCE N02°45'07"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 36TH STREET, A DISTANCE OF 1294.63 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4 OF SECTION 4, SAID LINE ALSO BEING THE SOUTH LINE OF THE NW1/4 OF SAID SECTION 4; THENCE N02°48'14"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 36TH STREET, A DISTANCE OF 1237.55 FEET TO A POINT ON THE SOUTH LINE OF TAX LOT 10B, A TAX LOT LOCATED IN SAID NW1/4 OF SECTION 4, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 36TH STREET, SAID POINT ALSO BEING ON THE NORTH LINE OF TAX LOT 10A, A TAX LOT LOCATED IN SAID NW1/4 OF SECTION 4; THENCE N87°02'21"E ALONG SAID SOUTH LINE OF TAX LOT 10B, SAID LINE ALSO BEING SAID NORTH LINE OF TAX LOT 10A, A DISTANCE OF 132.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 10B, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 10A; THENCE N02°48'14"W ALONG THE EAST LINE OF SAID TAX LOT 10B, A DISTANCE OF 89.95 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 10B, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH 1/2 OF SAID NW1/4 OF SECTION 4, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH 1/2 OF SAID NW1/4 OF SECTION 4; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 1/2

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OF THE NW1/4 OF SECTION 4, SAID LINE ALSO BEING SAID SOUTH LINE OF THE NORTH 1/2 OF THE NW1/4 OF SECTION 4, SAID LINE ALSO BEING THE SOUTH LINE OF GRANADA II, A SUBDIVISION LOCATED IN SAID NORTH 1/2 OF THE NW1/4 OF SECTION 4, ON THE FOLLOWING DESCRIBED COURSE; THENCE N87°04'50"E, A DISTANCE OF 1275.64 FEET TO THE SOUTHEAST CORNER OF SAID GRANADA II, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT 151, A TRACT OF LAND LOCATED IN THE NORTH 1/2 OF SAID SECTION 4; THENCE N03°00'08"W ALONG THE EAST LINE OF SAID GRANADA II, SAID LINE ALSO BEING THE WEST LINE OF SAID TRACT 151, A DISTANCE OF 1328.58 FEET TO THE NORTHEAST CORNER OF SAID GRANADA II, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 151, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID NW1/4 OF SECTION 4; THENCE N87°04'06"E ALONG THE NORTH LINE OF SAID TRACT 151, SAID LINE ALSO BEING SAID NORTH LINE OF THE NW1/4 OF SECTION 4, A DISTANCE OF 1193.02 FEET TO THE NORTHEAST CORNER OF SAID NW1/4 OF SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NE1/4 OF SAID SECTION 4, SAID POINT ALSO BEING ON SAID NORTH LINE OF TRACT 151; THENCE N87°03'14"E ALONG THE NORTH LINE OF SAID NE1/4 OF SECTION 4, SAID LINE ALSO BEING SAID NORTH LINE OF TRACT 151, A DISTANCE OF 207.34 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT 151, SAID POINT ALSO BEING ON SAID NORTH LINE OF THE NE1/4 OF SECTION 4, SAID POINT ALSO BEING THE NORTHWEST CORNER OF PINERIDGE, A SUBDIVISION LOCATED IN THE NORTH 1/2 OF SAID NE1/4 OF SECTION 4; THENCE S02°55'23"E ALONG THE EASTERLY LINE OF SAID TRACT 151, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID PINERIDGE, A DISTANCE OF 625.21 FEET TO A POINT ON SAID EASTERLY LINE OF TRACT 151, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID PINERIDGE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 151-2, A TRACT OF LAND LOCATED IN SAID NW1/4 OF SECTION 4; THENCE N87°08'29"E ALONG THE SOUTHERLY LINE OF SAID PINERIDGE, SAID LINE ALSO BEING THE NORTH LINE OF SAID TRACT 151-2, A DISTANCE OF 895.32 FEET TO THE NORTHEAST CORNER OF SAID TRACT 151-2, SAID POINT ALSO BEING AN ANGLE POINT ON SAID SOUTHERLY LINE OF PINERIDGE; THENCE S02°38'29"E ALONG THE EAST LINE OF SAID TRACT 151-2, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF PINERIDGE, A DISTANCE OF 35.33 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 151-2, SAID POINT ALSO BEING AN ANGLE POINT ON SAID SOUTHERLY LINE OF PINERIDGE, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID TRACT 151; THENCE S02°59'31"W, A DISTANCE OF 289.68 FEET; THENCE S44°50'03"E, A DISTANCE OF 510.81 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 482.75 FEET, A DISTANCE OF 362.88 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N69°19'20"E, A DISTANCE OF 354.40 FEET; THENCE S89°08'36"E, A DISTANCE OF 122.34 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1742.40 FEET, A DISTANCE OF 259.88 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S84°52'13"E, A DISTANCE OF 259.64 FEET; THENCE S80°35'51"E, A DISTANCE OF 175.24 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1165.36 FEET, A

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DISTANCE OF 227.84 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S86°11'54"E, A DISTANCE OF 227.48 FEET; THENCE N02°51'37"W, A DISTANCE OF 71.31 FEET; THENCE N87°08'23"E, A DISTANCE OF 81.26 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET; THENCE S02°51'37"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 132.82 FEET; THENCE S88°12'02"W, A DISTANCE OF 82.39 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1225.36 FEET, A DISTANCE OF 203.42 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N87°02'37"W, A DISTANCE OF 203.18 FEET; THENCE S16°19'10"W, A DISTANCE OF 125.69 FEET TO A POINT; THENCE S10°34'47"W, A DISTANCE OF 150.36 FEET; THENCE S87°06'50"W, A DISTANCE OF 138.71 FEET; THENCE S07°28'08"E, A DISTANCE OF 128.52 FEET; THENCE S02°19'38"E, A DISTANCE OF 147.71 FEET; THENCE S23°55'37"W, A DISTANCE OF 290.06 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 2127.62 FEET, A DISTANCE OF 111.03 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S87°28'01"E, A DISTANCE OF 111.02 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 1968.76 FEET, A DISTANCE OF 149.77 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N88°51'32"E, A DISTANCE OF 149.73 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 556.51 FEET, A DISTANCE OF 93.60 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N81°51'41"E, A DISTANCE OF 93.49 FEET; THENCE N77°02'35"E, A DISTANCE OF 33.12 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 1090.34 FEET, A DISTANCE OF 199.84 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N82°17'37"E, A DISTANCE OF 199.56 FEET; THENCE N87°32'39"E, A DISTANCE OF 36.50 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET, SAID POINT ALSO BEING ON THE EAST LINE OF TRACT 150, A TRACT OF LAND LOCATED IN SAID NE1/4 OF SECTION 4; THENCE S02°51'37"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET, SAID LINE ALSO BEING SAID EASTERLY LINE OF SAID TRACT 150, A DISTANCE OF 505.55 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 150, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID NE1/4 OF SECTION 4, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID SE1/4 OF SECTION 4; THENCE S03°04'10"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 1798.63 FEET TO AN ANGLE POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET; THENCE S86°55'50"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 12.00 FEET TO AN ANGLE POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF 25TH STREET; THENCE S03°04'10"E, A DISTANCE OF 175.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF LAND:

EXCEPTION-1: CAPEHART GOVERNMENT RETAINED AREA 1

A TRACT OF LAND LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID NE1/4 OF THE SW1/4 OF SECTION 4, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SE1/4 OF THE SW1/4 OF SAID SECTION 4, SAID POINT ALSO BEING THE EAST 1/4 CORNER OF SAID SW1/4 OF SECTION 4; THENCE N02°57'15"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NE1/4 OF THE SW1/4 OF SECTION 4, SAID LINE ALSO BEING THE WEST LINE OF SAID NW1/4 OF THE SE1/4 OF SECTION 4, A DISTANCE OF 220.25 FEET; THENCE S87°02'45"W, A DISTANCE OF 99.30 FEET TO THE POINT OF BEGINNING; THENCE S86°49'32"W, A DISTANCE OF 734.79 FEET; THENCE N03°09'29"W, A DISTANCE OF 72.70 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 786.50 FEET, A DISTANCE OF 205.91 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N04°20'30"E, A DISTANCE OF 205.33 FEET; THENCE S78°10'43"E, A DISTANCE OF 97.53 FEET; THENCE N11°50'29"E, A DISTANCE OF 395.70 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 990.00 FEET, A DISTANCE OF 183.23 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N06°32'25"E, A DISTANCE OF 182.97 FEET; THENCE N02°52'49"W, A DISTANCE OF 20.00 FEET; THENCE N87°06'12"E, A DISTANCE OF 89.23 FEET; THENCE EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 825.29 FEET, A DISTANCE OF 60.85 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N89°12'49"E, A DISTANCE OF 60.84 FEET; THENCE S84°08'47"E, A DISTANCE OF 132.78 FEET; THENCE S78°10'43"E, A DISTANCE OF 80.02 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 629.01 FEET, A DISTANCE OF 329.35 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S02°58'47"E, A DISTANCE OF 325.60 FEET; THENCE S18°11'25"E, A DISTANCE OF 25.96 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 534.64 FEET, A DISTANCE OF 139.97 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S10°41'27"E, A DISTANCE OF 139.58 FEET; THENCE S03°11'27"E, A DISTANCE OF 65.00 FEET; THENCE N86°49'32"E, A DISTANCE OF 97.53 FEET; THENCE S03°15'31"E, A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING.

EXCEPTION-2: PART OF CAPEHART GOVERNMENT RETAINED AREA 2

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SE1/4 OF SECTION 4, SAID POINT ALSO BEING THE EAST 1/4 CORNER OF THE SW1/4 OF SAID SECTION 4; THENCE N02°57'15"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 OF SECTION 4, SAID LINE ALSO BEING THE EAST LINE OF SAID SW1/4 OF SECTION 4, A DISTANCE OF 171.38 FEET; THENCE N87°02'45"E, A DISTANCE OF 106.42 FEET TO THE POINT OF BEGINNING; THENCE N25°13'35"E, A DISTANCE OF 72.86 FEET; THENCE S64°46'25"E, A DISTANCE OF 60.29 FEET; THENCE S25°13'35"W, A DISTANCE OF 73.69 FEET; THENCE N62°20'39"W, A DISTANCE OF 23.05 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE

LEFT WITH A RADIUS OF 400.92 FEET, A DISTANCE OF 37.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N65°00'27"W, A DISTANCE OF 37.26 FEET TO THE POINT OF BEGINNING.

SAID PART OF SECTION 4, EXCLUDING SAID EXCEPTIONS, CONTAINS A RESULTING AREA OF 16,793,643 SQUARE FEET OR 385.529 ACRES, MORE OR LESS.

PROJECT #2000141.01
DATE: 08/07/2002 REVISED: 09/01/2005
E & A CONSULTING GROUP, INC.
12001 "Q" STREET
OMAHA, NEBRASKA 68137

CAPEHART PARCEL "B-3"
(THE SOUTH 1/2 OF THE SW1/4 OF SECTION 4, T13N, R13E)

A TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE SW1/4 OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SW1/4 OF SAID SECTION 4; THENCE S87°01'45"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SOUTH 1/2 OF THE SW1/4 OF SECTION 4, A DISTANCE OF 2537.42 FEET; THENCE N02°45'06"W, A DISTANCE OF 75.00 FEET; THENCE S87°01'45"W, A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 36TH STREET; THENCE N02°45'06"W ALONG SAID EAST RIGHT-OF-WAY LINE OF 36TH STREET, A DISTANCE OF 1219.63 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF 36TH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE N87°04'02"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 2600.06 FEET; THENCE S66°20'41"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 8.70 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH 1/2 OF THE SW1/4 OF SECTION 4, SAID POINT ALSO BEING ON THE WEST LINE OF THE SE1/4 OF SAID SECTION 4, SAID POINT ALSO BEING ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE S66°20'41"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 230.18 FEET; THENCE S23°39'19"W, A DISTANCE OF 42.90 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 1, SOUTHDALE, A SUBDIVISION LOCATED IN THE SOUTH 1/2 OF SAID SECTION 4; THENCE N62°36'08"W ALONG SAID NORTHERLY LINE OF LOT 1, SOUTHDALE, A DISTANCE OF 5.40 FEET TO A POINT ON SAID NORTHERLY LINE OF LOT 1, SOUTHDALE; THENCE S24°22'49"W ALONG SAID NORTHERLY LINE OF LOT 1, SOUTHDALE, A DISTANCE OF 75.65 FEET TO THE NORTHEAST CORNER OF LOT 2, SOUTHDALE; THENCE S86°53'50"W ALONG SAID NORTH LINE OF LOT 2,

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SOUTHDALE, A DISTANCE OF 147.19 FEET TO A POINT ON SAID WEST LINE OF THE SW1/4 OF THE SE1/4 OF SECTION 4, SAID POINT ALSO BEING ON SAID NORTH LINE OF LOT 2, SOUTHDALE, SAID POINT ALSO BEING ON SAID EAST LINE OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 4; THENCE S86°53'50"W ALONG SAID NORTH LINE OF LOT 2, SOUTHDALE, A DISTANCE OF 2.81 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, SOUTHDALE; THENCE S03°06'11"E ALONG THE WEST LINE OF SAID LOT 2, SOUTHDALE AND THE WEST LINE OF LOT 3B, SOUTHDALE, A DISTANCE OF 1082.67 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 3,398,425 SQUARE FEET OR 78.017 ACRES, MORE OR LESS.

PROJECT # 2000141.01
DATE: 09/13/2005
E&A CONSULTING GROUP, INC.
12001 Q STREET
OMAHA, NE 68137

CAPEHART PARCEL "B-4"
(LIFT STATION 1000)

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 3, TOWNSHIP, 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF SECTION 3; THENCE S85°55'58"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SW1/4 OF SECTION 3, SAID LINE ALSO BEING THE NORTH LINE OF THE NW1/4 OF SECTION 10, A DISTANCE OF 138.67 FEET; THENCE N04°03'53"W, A DISTANCE 105.89 FEET TO THE POINT OF BEGINNING; THENCE S85°56'07"W, A DISTANCE OF 50.00 FEET; THENCE N04°03'53"W, A DISTANCE OF 50.00 FEET; THENCE N85°56'07"E, A DISTANCE OF 50.00 FEET; THENCE S04°03'53"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

2000141.01
10/11/02 (EAS)
E&A CONSULTING GROUP
12001 "Q" STREET
OMAHA NE, 98137

CAPEHART PARCEL "B-5"
(PT SEC 3-13-13)

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE N03°04'10"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SW1/4 OF SECTION 3, A DISTANCE OF 189.35 FEET; THENCE N86°55'50"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF 25TH STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE N03°04'10"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 525.52 FEET; THENCE N86°55'46"E, A DISTANCE OF 466.99 FEET; THENCE N03°03'48"W, A DISTANCE OF 220.31 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 443.06 FEET, A DISTANCE OF 228.75 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N11°43'21"E, A DISTANCE OF 226.22 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL K, A PARCEL LOCATED IN SAID SW1/4 OF SECTION 3; THENCE N53°44'42"W ALONG SAID SOUTHERLY LINE OF PARCEL K, A DISTANCE OF 143.83 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 192.66 FEET, A DISTANCE OF 107.93 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N69°47'43"W, A DISTANCE OF 106.52 FEET; THENCE N85°50'45"W, A DISTANCE OF 335.32 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 25TH STREET; THENCE N03°04'10"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 1235.92 FEET; THENCE N83°06'29"E, A DISTANCE OF 396.44 FEET; THENCE S75°36'32"E, A DISTANCE OF 133.61 FEET; THENCE S76°58'46"E, A DISTANCE OF 163.58 FEET; THENCE N24°29'24"E, A DISTANCE OF 15.20 FEET; THENCE S65°30'36"E, A DISTANCE OF 18.20 FEET; THENCE S24°29'24"W, A DISTANCE OF 14.69 FEET; THENCE S73°15'56"W, A DISTANCE OF 29.88 FEET; THENCE S62°11'25"E, A DISTANCE OF 729.53 FEET; THENCE S41°07'43"E, A DISTANCE OF 202.60 FEET; THENCE S14°37'33"E, A DISTANCE OF 264.97 FEET; THENCE S22°55'38"W, A DISTANCE OF 701.52 FEET; THENCE S26°51'08"E, A DISTANCE OF 165.99 FEET; THENCE S11°33'54"E, A DISTANCE OF 99.70 FEET; THENCE S06°03'31"E, A DISTANCE OF 86.12 FEET; THENCE S35°32'34"W, A DISTANCE OF 278.51 FEET; THENCE S04°28'31"E, A DISTANCE OF 422.27 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE N87°55'13"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 667.19 FEET; THENCE N03°04'10"W, A DISTANCE OF 60.24 FEET; THENCE N87°55'13"W, A DISTANCE OF 54.41 FEET; THENCE S03°04'10"E, A DISTANCE OF 60.24 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD; THENCE N87°55'13"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CAPEHART ROAD, A DISTANCE OF 409.97 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 2,745,668 SQUARE FEET OR 63.03 ACRES, MORE OR LESS.

PROJECT # 2000141.01
DATE: 09/07/2005
E&A CONSULTING GROUP, INC.
12001 Q STREET
OMAHA, NE 68137

HISTORICAL HOUSING PARCEL "C-1"

A tract of land located in the SW 1/4 of Section 2, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 2; thence N87°48'44"E (assumed bearing) along the South line of said Section 2, a distance of 786.26 feet; thence N02°11'16"W, a distance of 1226.98 feet to the point of beginning; thence N58°24'02"W, a distance of 43.56 feet; thence Northwesterly on a curve to the right with a radius of 280.00 feet, a distance of 68.87 feet, said curve having a long chord which bears N51°21'16"W, a distance of 68.70 feet; thence N44°18'29"W, a distance of 41.40 feet; thence S53°58'48"W, a distance of 23.09 feet; thence Northwesterly on a curve to the left with a radius of 200.00 feet, a distance of 50.22 feet, said curve having a long chord which bears N59°27'44"W, a distance of 50.09 feet; thence N66°39'21"W, a distance of 53.39 feet; thence Westerly on a curve to the left with a radius of 215.00 feet, a distance of 89.45 feet, said curve having a long chord which bears N78°34'29"W, a distance of 88.81 feet; thence N03°37'57"W, a distance of 211.94 feet; thence Northerly on a curve to the right with a radius of 1650.00 feet, a distance of 114.02 feet, said curve having a long chord which bears N01°39'11"W, a distance of 113.99 feet; thence N00°19'36"E, a distance of 121.43 feet; thence S89°27'53"E, a distance of 17.90 feet; thence Southerly on a curve to the right with a radius of 5.00 feet, a distance of 7.85 feet, said curve having a long chord which bears S44°27'53"E, a distance of 7.07 feet; thence S89°27'53"E, a distance of 25.50 feet; thence Easterly on a curve to the right with a radius of 5.00 feet, a distance of 7.85 feet, said curve having a long chord which bears N45°32'07"E, a distance of 7.07 feet; thence S89°27'53"E, a distance of 12.58 feet; thence N00°32'07"E, a distance of 148.93 feet; thence S67°33'56"E, a distance of 25.23 feet; thence N22°26'04"E, a distance of 12.58 feet; thence Southeasterly on a curve to the right with a radius of 5.00 feet, a distance of 7.85 feet, said curve having a long chord which bears N67°26'04"E, a distance of 7.07 feet; thence N22°26'04"E, a distance of 26.00 feet; thence N89°26'04"E, a distance of 35.43 feet; thence N22°26'04"E, a distance of 152.50 feet; thence S67°33'56"E, a distance of 82.50 feet; thence N55°16'25"E, a distance of 28.47 feet; thence N29°26'04"E, a distance of 47.50 feet; thence S68°03'56"E, a distance of 70.00 feet; thence N26°42'04"E, a distance of 34.90 feet; thence Northwesterly on a curve to the left with a radius of 14.00 feet, a distance of 12.89 feet, said curve having a long chord which

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bears N00°18'53"E, a distance of 12.44 feet; thence S38°42'49"E, a distance of 145.37 feet; thence Southwesterly on a curve to the right with a radius of 32.00 feet, a distance of 34.90 feet, said curve having a long chord which bears S07°28'01"E, a distance of 33.20 feet; thence Southwesterly on a curve to the left with a radius of 5434.50 feet, a distance of 248.48 feet, said curve having a long chord which bears S22°28'12"W, a distance of 248.46 feet; thence S21°09'37"W, a distance of 70.35 feet; thence Southerly on a curve to the left with a radius of 824.50 feet, a distance of 321.64 feet, said curve having a long chord which bears S09°59'04"W, a distance of 319.61 feet; thence Southerly on a curve to the right with a radius of 26534.50 feet, a distance of 198.54 feet, said curve having a long chord which bears S01°24'20"E, a distance of 198.54 feet to the point of beginning.

Said tract of land contains an area of 283,890 square feet or 6.517 acres, more or less.

#2000141.03jaf
04/20/2004
E & A CONSULTING GROUP, INC.
12201 "Q" STREET
OMAHA, NEBRASKA 68137

HISTORICAL HOUSING PARCEL "C-2"

A tract of land located in the West 1/2 of Section 2, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 2; thence N87°48'44"E (assumed bearing) along the South line of said Section 2, a distance of 1117.56 feet; thence N02°11'16"W, a distance of 2277.43 feet to the point of beginning; thence N63°43'23"W, a distance of 140.52 feet; thence N38°31'26"W, a distance of 21.79 feet; thence Northwesterly on a curve to the right with a radius of 17.50 feet, a distance of 9.97 feet, said curve having a long chord which bears N22°12'21"W, a distance of 9.83 feet; thence S84°06'45"W, a distance of 6.82 feet; thence S05°53'15"E, a distance of 2.87 feet; thence Northwesterly on a curve to the right with a radius of 3.20 feet, a distance of 4.21 feet, said curve having a long chord which bears N58°14'03"W, a distance of 3.91 feet; thence Northwesterly on a curve to the left with a radius of 9.00 feet, a distance of 5.75 feet, said curve having a long chord which bears N38°53'41"W, a distance of 5.66 feet; thence N57°12'31"W, a distance of 30.38 feet; thence N28°48'29"E, a distance of 176.82 feet; thence Northeasterly on a curve to the left with a radius of 1534.50 feet, a distance of 349.93 feet, said curve having a long chord which bears N59°14'43"E, a distance of 349.17 feet; thence Northeasterly on a curve to the left with a radius of 614.50 feet, a distance of 70.26 feet, said curve having a long chord which bears N49°26'13"E, a distance of 70.22 feet; thence Southwesterly on a curve to the right with a radius of 10.90 feet, a distance of 32.12 feet, said curve having a long chord which bears S49°24'54"E, a distance of 21.70 feet; thence Southwesterly on a curve to the left with a radius of 2604.50 feet, a distance of 255.72 feet, said curve

X

having a long chord which bears S32°11'43"W, a distance of 255.62 feet; thence Southwesterly on a curve to the left with a radius of 6304.50 feet, a distance of 290.63 feet, said curve having a long chord which bears S28°03'43"W, a distance of 290.61 feet to the point of beginning.

Said tract of land contains an area of 74,893 square feet or 1.719 acres, more or less.

#2000141.03jaf
04/15/2004
E & A CONSULTING GROUP, INC.
12201 "Q" STREET
OMAHA, NEBRASKA 68137

HISTORICAL HOUSING PARCEL "C-3"

A tract of land located in the West 1/2 of Section 2, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 2; thence N87°48'44"E (assumed bearing) along the South line of said Section 2, a distance of 1441.42 feet; thence N02°11'16"W, a distance of 2827.17 feet to the point of beginning; thence S57°00'18"W, a distance of 37.60 feet; thence S46°06'54"W, a distance of 47.75 feet; thence Southwesterly on a curve to the right with a radius of 585.50 feet, a distance of 67.42 feet, said curve having a long chord which bears S49°24'49"W, a distance of 67.38 feet; thence Southwesterly on a curve to the right with a radius of 1505.50 feet, a distance of 256.84 feet, said curve having a long chord which bears S57°35'59"W, a distance of 256.53 feet; thence N13°10'16"W, a distance of 85.28 feet; thence Northeasterly on a curve to the right with a radius of 95.50 feet, a distance of 64.90 feet, said curve having a long chord which bears N06°17'54"E, a distance of 63.66 feet; thence N38°24'49"W, a distance of 45.60 feet; thence N02°03'07"E, a distance of 56.99 feet; thence N36°31'32"E, a distance of 77.20 feet; thence Northeasterly on a curve to the right with a radius of 240.50 feet, a distance of 43.03 feet, said curve having a long chord which bears N41°39'06"E, a distance of 42.98 feet; thence N46°46'39"E, a distance of 94.04 feet; thence S55°37'34"E, a distance of 115.23 feet; thence S56°49'58"E, a distance of 95.31 feet; thence S50°10'13"E, a distance of 71.01 feet to the point of beginning.

Said tract of land contains an area of 79,788 square feet or 1.832 acres, more or less.

#2000141.03jaf
04/15/2004 Revised: 10/15/2004
E & A CONSULTING GROUP, INC.
12201 "Q" STREET
OMAHA, NEBRASKA 68137

Y

HISTORICAL HOUSING PARCEL "D"

A tract of land located in the SW 1/4 of Section 2, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Section 2; thence N87°48'44"E (assumed bearing) along the South line of said Section 2, a distance of 1899.95 feet; thence N02°11'16"W, a distance of 497.19 feet to the point of beginning; thence Northwesterly on a curve to the right with a radius of 35.50 feet, a distance of 21.42 feet, said curve having a long chord which bears N73°54'10"W, a distance of 21.09 feet; thence Northerly on a curve to the right with a radius of 23.50 feet, a distance of 22.58 feet, said curve having a long chord which bears N29°05'25"W, a distance of 21.72 feet; thence N01°33'39"W, a distance of 468.96 feet; thence Northeasterly on a curve to the right with a radius of 685.50 feet, a distance of 168.42 feet, said curve having a long chord which bears N05°28'40"E, a distance of 168.00 feet; thence N12°30'59"E, a distance of 34.14 feet; thence N02°20'33"E, a distance of 34.56 feet; thence Northeasterly on a curve to the right with a radius of 36.50 feet, a distance of 25.33 feet, said curve having a long chord which bears N22°13'30"E, a distance of 24.83 feet; thence Northeasterly on a curve to the right with a radius of 94.50 feet, a distance of 48.98 feet, said curve having a long chord which bears N56°57'25"E, a distance of 48.44 feet; thence Southeasterly on a curve to the right with a radius of 48.00 feet, a distance of 60.19 feet, said curve having a long chord which bears S72°16'05"E, a distance of 56.33 feet; thence Southeasterly on a curve to the right with a radius of 149.50 feet, a distance of 23.84 feet, said curve having a long chord which bears S31°46'28"E, a distance of 23.81 feet; thence S27°12'24"E, a distance of 52.99 feet; thence Southerly on a curve to the right with a radius of 179.50 feet, a distance of 79.44 feet, said curve having a long chord which bears S14°31'44"E, a distance of 78.79 feet; thence S01°51'04"E, a distance of 85.97 feet; thence S59°36'53"W, a distance of 19.03 feet; thence S01°23'07"E, a distance of 322.32 feet; thence N89°36'53"E, a distance of 19.35 feet; thence S01°51'04"E, a distance of 162.68 feet; thence S02°46'12"W, a distance of 10.96 feet; thence Westerly on a curve to the right with a radius of 24.50 feet, a distance of 36.79 feet, said curve having a long chord which bears S45°47'32"W, a distance of 33.43 feet; thence S88°48'52"W, a distance of 135.71 feet to the point of beginning.

Said tract of land contains an area of 131,988 square feet or 3.030 acres, more or less.

#2000141.03jaf
04/15/2004
E & A CONSULTING GROUP, INC.
12201 "Q" STREET
OMAHA, NEBRASKA 68137

Z

EXHIBIT B

OUTGRANTS AND ENCUMBRANCES

Aa

PERMITTED ENCUMBRANCES

1. Rights and claims of lessees/tenants under unrecorded leases, contracts and/or verbal agreements.
2. INTENTIONALLY DELETED.
3. INTENTIONALLY DELETED.
4. INTENTIONALLY DELETED.
5. INTENTIONALLY DELETED.
6. General taxes due and payable at the date hereof: 2004 taxes: Fully Exempt. Key Numbers: 010467580, 010467696, 010467661, 010467688, 010467521, 010467564, 010628959, 010628983, 010466231, 010448098 and 010385630.
7. Special taxes or assessments now pending, assessed or levied, but payable in future installments, and not yet certified to the Office of the County Treasurer for collection at the date hereof.
8. Special taxes or assessments certified to the Office of the County Treasurer at the date hereof: NONE.
9. Easement granted to Northwestern Bell Telephone Company by instrument dated March 6, 1941 and recorded March 8, 1941, in Book 10 at Page 451 of the Miscellaneous Records of Sarpy County, Nebraska, to construct, operate and maintain communication systems and appurtenances upon and under a portion of subject property. (Affects Wherry/Coffman Heights Housing - Parcel "A".)
10. Easement granted to Nebraska Power Company by instrument dated May 10, 1941 and recorded August 14, 1942, in Book 11 at Page 462 of the Miscellaneous Records of Sarpy County, Nebraska, to construct, operate and maintain electric transmission lines and appurtenances over, upon, along and above portions of subject property. (Affects Capehart Parcel "B-1/B-2".)
Partially released by instrument dated July 23, 1958 and recorded August 1, 1958, in Book 23 at Page 453 of the Miscellaneous Records of Sarpy County, Nebraska.
11. Easement granted to Nebraska Power Company by instrument dated May 21, 1941 and recorded August 14, 1942, in Book 11 at Page 463 of the Miscellaneous Records of Sarpy County, Nebraska, to construct, operate and maintain electric transmission lines and appurtenances over, upon, along and above portions of subject property. (Affects Capehart Parcel "B-1/B-2".)
Partially released by instrument dated July 23, 1958 and recorded August 1, 1958, in Book 23 at Page 455 of the Miscellaneous Records of Sarpy County, Nebraska.

Ab

Partially released by instrument dated January 16, 1961 and recorded April 3, 1961, in Book 27 at Page 614 of the Miscellaneous Records of Sarpy County, Nebraska.

12. INTENTIONALLY DELETED.

13. Easement granted to Great Lakes Pipe Line Company by instrument dated December 31, 1945 and recorded February 14, 1946, in Book 12 at Page 621 of the Miscellaneous Records of Sarpy County, Nebraska, to lay, operate and maintain pipe lines and appurtenances on, over and through a portion of subject property. (Affects Capehart Parcel "B-1/B-2".)

Partially released by instrument dated September 27, 1957 and recorded August 1, 1958, in Book 23 at Page 230 of the Miscellaneous Records of Sarpy County, Nebraska.

Partially released by instrument dated August 7, 1959 and recorded August 19, 1959, in Book 25 at Page 273 of the Miscellaneous Records of Sarpy County, Nebraska.

Amended by Declaration of Taking, Amended Complaint, in the United States District Court for the District of Nebraska, Civil No. 01011, to limit same to a 100 foot wide strip of land in subject property.

Assigned and conveyed to Williams Brothers Pipe Line Company by instrument dated March __, 1966 and recorded March 30, 1966, in Book 126 at Page 277 of the Deed Records of Sarpy County, Nebraska.

14. Easement granted to Great Lakes Pipe Line Company by instrument dated December 31, 1945 and recorded February 14, 1946, in Book 12 at Page 622 of the Miscellaneous Records of Sarpy County, Nebraska, to lay, operate and maintain pipe lines and appurtenances on, over and through a portion of subject property. (Affects Capehart Parcel "B-1/B-2".)

Partially released by instrument dated March 20, 1961 and recorded April 3, 1961, in Book 27 at Page 612 of the Miscellaneous Records of Sarpy County, Nebraska.

Assigned and conveyed to Williams Brothers Pipe Line Company by instrument dated March __, 1966 and recorded March 30, 1966, in Book 126 at Page 277 of the Deed Records of Sarpy County, Nebraska.

15. Easement granted to Great Lakes Pipe Line Company by instrument dated May 14, 1946 and recorded May 24, 1946, in Book 13 at Page 12 of the Miscellaneous Records of Sarpy County, Nebraska, to lay, operate and maintain pipe lines and appurtenances on, over and through a portion of subject property. (Affects Capehart Parcel "B-3".)

Amended by Declaration of Taking, Amended Complaint, in the United States District Court for the District of Nebraska, Civil No. 01011, to limit same to a 100 foot wide strip of land in subject property.

Assigned and conveyed to Williams Brothers Pipe Line Company by instrument dated March __, 1966 and recorded March 30, 1966, in Book 126 at Page 277 of the Deed Records of Sarpy County, Nebraska.

16. INTENTIONALLY DELETED.

17. INTENTIONALLY DELETED.

AC

18. Easement granted to Great Lakes Pipe Line Company by instrument dated June 21, 1949 and recorded June 25, 1949, in Book 14 at Page 140 of the Miscellaneous Records of Sarpy County, Nebraska, to construct, operate and maintain pipe lines and appurtenances on, over and through a portion of subject property. (Affects Capehart Parcel "B-1/B-2".)
Partially released by instrument dated September 27, 1957 and recorded August 1, 1958, in Book 23 at Page 232 of the Miscellaneous Records of Sarpy County, Nebraska.
Amended by Declaration of Taking, Amended Complaint, in the United States District Court for the District of Nebraska, Civil No. 01011, to limit same to a 100 foot wide strip of land in subject property.
Assigned and conveyed to Williams Brothers Pipe Line Company by instrument dated March __, 1966 and recorded March 30, 1966, in Book 126 at Page 277 of the Deed Records of Sarpy County, Nebraska.
19. Easement granted to Great Lakes Pipe Line Company by instrument dated February 17, 1950 and recorded March 7, 1950, in Book 14 at Page 313 of the Miscellaneous Records of Sarpy County, Nebraska, to construct, operate and maintain pipe lines and appurtenances on, over and through a portion of subject property. (Affects Capehart Parcel "B-3".)
Amended by Declaration of Taking, Amended Complaint, in the United States District Court for the District of Nebraska, Civil No. 01011, to limit same to a 100 foot wide strip of land in subject property.
Assigned and conveyed to Williams Brothers Pipe Line Company by instrument dated March __, 1966 and recorded March 30, 1966, in Book 126 at Page 277 of the Deed Records of Sarpy County, Nebraska.
20. INTENTIONALLY DELETED.
21. Easements granted to Peoples Natural Gas Company by instrument dated January 18, 1951 and recorded February 14, 1951, in Book 14 at Page 583 of the Miscellaneous Records of Sarpy County, Nebraska, to lay, operate and maintain gas lines and appurtenances over, across, in and upon portions of subject property. (Affects Wherry/Coffman Heights Housing - Parcel "A".)
22. Easement granted to Northern Natural Gas Company, operating as Peoples Natural Gas Division, by instrument dated March 6, 1953 and recorded April 9, 1953, in Book 15 at Page 535 of the Miscellaneous Records of Sarpy County, Nebraska, to maintain and operate existing natural gas pipe lines and appurtenances over and through portions of subject property. (Affects Wherry/Coffman Heights Housing - Parcel "A".)
Assigned to Utilicorp United, Inc. by instrument dated December 6, 1985 and recorded January 2, 1986, in Book 59 at Page 6 of the Miscellaneous Records of Sarpy County, Nebraska.
23. Easement granted to Northern Natural Gas Company, operating as Peoples Natural Gas Division, by instrument dated March 6, 1953 and recorded April 9, 1953, in Book 15 at Page 537 of the Miscellaneous Records of Sarpy County, Nebraska, to maintain and

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operate existing natural gas pipe lines and appurtenances over and through portions of subject property. (Affects Wherry/Coffman Heights Housing - Parcel "A".)

Assigned to Utilicorp United, Inc. by instrument dated December 6, 1985 and recorded January 2, 1986, in Book 59 at Page 6 of the Miscellaneous Records of Sarpy County, Nebraska.

24. Easement granted to Northern Natural Gas Company by instrument dated February 13, 1959 and recorded February 19, 1959, in Book 24 at Page 389 of the Miscellaneous Records of Sarpy County, Nebraska, to construct, operate and maintain pipe lines and appurtenances over and through a portion of subject property. (Affects Capehart Parcel "B-5".)

Partially released by instrument dated April 27, 1961 and recorded July 13, 1961, in Book 28 at Page 318 of the Miscellaneous Records of Sarpy County, Nebraska.

Partially released by instrument dated August 5, 1963 and recorded August 15, 1963, in Book 114 at Page 566 of the Deed Records of Sarpy County, Nebraska.

Assigned to Utilicorp United, Inc. by instrument dated December 6, 1985 and recorded January 2, 1986, in Book 59 at Page 6 of the Miscellaneous Records of Sarpy County, Nebraska.

25. INTENTIONALLY DELETED.

26. INTENTIONALLY DELETED.

27. INTENTIONALLY DELETED.

28. INTENTIONALLY DELETED.

29. INTENTIONALLY DELETED.

30. INTENTIONALLY DELETED.

31. Terms and provisions of unrecorded License No. USAF-ACC-SGBP-3-97-051 dated March 10, 1997, executed by and between the Secretary of the Air Force and Sprint Spectrum, and Supplemental Agreement 1 thereto dated October 26, 2001, by and between the Secretary of the Air Force and Sprint PCS. (Affects Capehart Parcel "B-3".)

32. Terms and provisions of unrecorded License No. USAF-ACC-SGBP-3-97-052 dated April 1, 1997, executed by and between the Secretary of the Air Force and Omaha Cellular Limited Partnership, dba Aliant Cellular, and Supplemental Agreement 1 thereto dated June 27, 1997 and Supplemental Agreement 2 thereto dated September 1, 2001, by and between the Secretary of the Air Force and Alltel Communications of Nebraska, Inc. (Affects Capehart Parcel "B-3".)

33. Terms and provisions of unrecorded License No. USAF-ACC-SGBP-3-02-002 dated August 12, 2002, executed by and between the Secretary of the Air Force and Cricket Communications. (Affects Capehart Parcel "B-3".)

34. Subject to the rights of utility companies, if any, emanating from those utility lines and appurtenances for local service now in place above, on and below the surface of subject properties.
35. Subject to those rights of access to and from and through subject properties, if any, over and across existing roads in and through subject properties.
36. Subject to any lack of actual or legal access to and from those portions of subject properties which do not abut physically open and dedicated public streets, roads and/or highways.
37. ALTA Survey prepared by John Meng-Frecker of E & A Consulting Group, Inc., Nebraska Registered Land Surveyor, L.S. No. 548, dated September 13, 2005, designated as Proj. No. 2004087.02, reveals:
 1. Several fence encroachments from subject properties onto adjacent privately owned properties;
 2. Several fence and shed encroachments from adjacent privately owned properties onto subject properties;
 3. Several fence encroachments from subject properties onto other government owned properties;
 4. Several fence encroachments from other government owned properties onto subject properties;
 5. Building No. 3091 on Capehart Parcel "B-3" encroaching onto the pipeline easements in Book 13 at Page 12 and Book 14 at Page 313, as amended;
 6. Buildings No. 5021, 5101, 5112, 5025 and 5111 on Capehart Parcel "B-1/B-2" encroaching onto the sewer easement in Book 25 at Page 255;
 7. Buildings No. 5031, 5028, 5102 and 5111 on Capehart Parcel "B-1/B-2" encroaching onto the sewer easement in Book 25 at Page 422;
 8. Building No. 4040 on Capehart Parcel "B-1/B-2" encroaching onto the pipeline easement in Book 12 at Page 622, as amended;
 9. Building No. 214 on Wherry/Coffman Heights Housing - Parcel "A" encroaching onto the easement in Book 10 at Page 451.
 10. Buildings No. 232, 233, 236 and 237 on Wherry/Coffman Heights Housing - Parcel "A" encroaching onto the unrecorded Easement for Right-of-way (Pipeline) No. USAF-SAC-SGBP-2-90-001.
 11. Building No. 2090 on Capehart Parcel "B-1/B-2" encroaching onto the unrecorded Easement for Right-of-Way Communication Facilities No. DA-25-066-ENG-5431.
- E. Terms and provisions of unrecorded Lease No. USAF-SAC-OFF-1-91-009 dated August 5, 1991, executed by and between the Secretary of the Air Force and U.S. West Communications, Inc., formerly Northwestern Bell Telephone Company, and Supplemental Agreement No. 1 thereto dated August 26, 1996, and Supplemental Agreement No. 2 thereto dated July 13, 2001, by and between the Secretary of the Air Force and Qwest Corporation. (Affects Capehart Parcels "B-1/B-2" and "B-5".)

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- F. Terms and provisions of unrecorded Lease No. DACA45-1-76-6021 dated August 26, 1975, executed by and between the Secretary of the Army and Northwestern Bell Telephone Company, and Supplemental Agreement No. 1 thereto dated August 29, 1980, and Supplemental Agreement No. 2 thereto dated April 9, 1985, and Supplemental Agreement No. 3 thereto dated May 31, 1990, by and between the Secretary of the Air Force and U.S. West Communications, Inc., formerly known as Northwestern Bell Telephone Company, and Supplemental Agreement No. 4 thereto dated May 11, 1995, and Supplemental Agreement No. 5 thereto dated May 1, 2000, and Supplemental Agreement No. 6 thereto dated May 14, 2005, by and between the Secretary of the Air Force, and West Corporation, successor in interest to U.S. West Communications, Inc. (Affects Capehart Parcels "B-1/B-2" and "B-3".)
- G. Terms and provisions of unrecorded Lease No. DACA45-1-75-6056 dated June 17, 1975, executed by and between the Secretary of the Air Force and Northwestern Bell Telephone Company, and Supplemental Agreement No. 1 thereto dated December 6, 1979, and Supplemental Agreement No. 2 thereto dated April 9, 1985, and Supplemental Agreement No. 3 thereto dated May 3, 1989, and Supplemental Agreement No. 4 thereto dated July 25, 1994, by and between the Secretary of the Air Force and U.S. West Communications, Inc., successor in interest to Northwestern Bell Telephone Company, and Supplemental Agreement No. 5 thereto dated March 27, 2000, and Supplemental Agreement No. 6 thereto dated December 21, 2004, by and between the Secretary of the Air Force and Qwest Corporation, successor to the interest of U.S. West Communications, Inc., successor to the interest of Northwestern Bell Telephone Company. (Affects Capehart Parcel "B-1/B-2".)
- H. Terms and provisions of unrecorded Easement No. DA-25-066-ENG-6544 granted to The State of Nebraska by instrument dated December 16, 1960, for widening existing roadway over, across, in and upon lands of the United States, as amended by Amendment No. 1 thereto dated March 14, 1961, and as further amended by Amendment No. 2 thereto dated August 7, 1964. (Affects Capehart Parcels "B-1/B-2" and "B-3".)
- I. Terms and provisions of unrecorded Easement No. DA-25-066-ENG-11984 granted to Northern Natural Gas Company by instrument dated September 18, 1963, for a right-of-way for a pipeline for transmission of natural gas. (Affects Capehart Parcel "B-1/B-2".)
- J. Terms and provisions of unrecorded Easement No. DA-25-066-ENG-12038 granted to The State of Nebraska by instrument dated October 14, 1963, for right-of-way for road or street over, across, in and upon lands of the United States, as amended by Amendment No. 1 thereto dated August 28, 1964, and as further amended by Amendment No. 2 thereto dated March 28, 1968. (Affects Capehart Parcels "B-1/B-2", "B-3" and "B-5".)
- K. Terms and provisions of unrecorded Easement For Right-of-Way No. DACA45-2-76-6002 granted to Omaha Public Power District by instrument dated July 14, 1975, for a right-of-way for underground electric line in subject property, and Amendment No. 1 thereto dated March 23, 2000. (Affects Capehart Parcel "B-1/B-2".)

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- L. Terms and provisions of unrecorded Agreement No. DACA45-3-82-6193 dated July 8, 1982, executed by and between the United States through the Department of the Air Force and Williams Pipeline Company, consenting to the erection of above and below ground buildings on right-of-way granted to Williams Pipeline Company in subject property. (Affects Capehart Parcels "B-1/B-2" and "B-3".)
- M. Terms and provisions of unrecorded License No. DACA45-3-75-6146 dated August 20, 1975, executed by and between the Secretary of the Air Force and Northwestern Bell Telephone Company, and Supplemental Agreement No. 1 thereto dated March 3, 2000, by and between the Secretary of the Air Force and U.S. West Communications, Inc. (Affects Capehart Parcel "B-1/B-2".)
- N. Terms and provisions of unrecorded License No. DACA45-3-76-6071 dated April 29, 1976, executed by and between the Secretary of the Air Force and Northwestern Bell Telephone Company, and Supplemental Agreement No. 1 thereto dated September 18, 1992, by and between the Secretary of the Air Force and U.S. West Communications, Inc. (Affects Capehart Parcel "B-1/B-2".)
- O. Terms and provisions of unrecorded Easement For Right-of-Way Communication Facilities No. DA-25-066-ENG-5431 dated June 10, 1959, executed by and between the Secretary of the Air Force and Northwestern Bell Telephone Company, as amended by Amendment No. 1 thereto dated November 6, 1959, and as further amended by Amendment No. 2 thereto dated April 28, 1960, and as further amended by Amendment No. 3 thereto dated May 31, 1960. (Affects Capehart Parcels "B-1/B-2" and "B-3".)
- P. Sewer Easement granted to the United States of America by Judgment on Declaration of Taking in the United States District Court for the District of Nebraska, Civ. 0858, recorded August 1, 1959, in Book 25 at Page 255 of the Miscellaneous Records of Sarpy County, Nebraska. (Affects Capehart Parcels "B-1/B-2" and "B-5".)
- Q. Sewer Easements granted to the United States of America by Judgment on Declaration of Taking in the United States District Court for the District of Nebraska, Civ. 0889, recorded October 2, 1959, in Book 25 at Page 422 of the Miscellaneous Records of Sarpy County, Nebraska. (Affects Capehart Parcel "B-1/B-2".)
- R. Terms and provisions of unrecorded Franchise Agreement, Solicitation No. F25600-98-Q8298, dated September __, 1997, by and between the Air Force and Cox Communications Omaha, Inc. (Affects all of subject properties.)
- S. Terms and provisions of unrecorded Easement for Right-of-Way (Pipeline) No. USAF-SAC-SGBP-2-90-001, dated September 14, 1990, executed by and between the Secretary of the Air Force and Metropolitan Utilities District. (Affects Wherry/Coffman Heights Housing - Parcel "A".)
- T. Terms and provisions of unrecorded Easement for Electric, Telephone and Telegraph Line Rights-of-Way Contract No. AF 25(010)-213, dated January 18, 1951, executed by and

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between the Secretary of the Air Force, Omaha Public Power District and Northwestern Bell Telephone Company, and Supplemental Agreement No. 1 thereto dated January 16, 2001, by and between the Secretary of the Air Force, Qwest Corporation and Omaha Public Power District. (Affects Wherry/Coffman Heights Housing - Parcel "A".)