

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2005-34184

2005 SEP 16 P 3:11 PM

*Glenn J. Dowling*  
REGISTER OF DEEDS

COUNTER JS C.E. M  
VERIFY AL D.E. B  
PROOF P  
FEES \$ 118.00  
CHECK# \_\_\_\_\_  
CHG STB CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

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

**ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS**

made by

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

to

**U.S. BANK NATIONAL ASSOCIATION,**  
not in its individual capacity, but solely as Trustee under that certain  
Trust Indenture dated as of  
September 1, 2005  
for the benefit of the Bondholders of the Indebtedness described therein  
as "Assignee"

Date: September 15, 2005

A

**ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS**

THIS ASSIGNMENT OF LEASES, RENTS AND SECURITY DEPOSITS (this "**Assignment**") dated as of September 15, 2005, is given by **OFFUTT AFB AMERICA FIRST COMMUNITIES, LLC**, a Nebraska limited liability company whose address is 1004 Farnam Street, Suite 400, Omaha, Nebraska 68102 (the "**Assignor**"), for the benefit of **U.S. BANK NATIONAL ASSOCIATION**, whose address is Corporate Trust Services, 1420 Fifth Avenue, 7<sup>th</sup> Floor, Seattle, Washington 98101, Attention: Sherrie Pantle, not in its individual capacity, but solely as Trustee (the "**Assignee**") under that certain Trust Indenture dated as of September 1, 2005 executed between Assignee and Assignor (the "**Trust Indenture**") for the benefit of the owners (the "**Bondholders**") of the Bonds (as defined in the Trust Indenture) and is executed concurrently with the Trust Indenture, as the same may be amended, restated and modified from time to time, and is one of the Debt Documents (as defined in the Trust Indenture);

NOW THEREFORE, in receipt of Ten and No/Hundredths Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and for the purpose of insuring the payment and performance of the Secured Obligations (as such term is defined in the Real Property, Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Leases, Fixture Filing and Financing Statement, executed by Assignor for the benefit of Assignee, dated as of the date hereof (as amended from time to time, the "**Deed of Trust**")), and relating to the Deed of Trust Premises (as defined therein), including, without limitation, payment of indebtedness as may be outstanding under the Debt Documents from time to time, to be paid according to the Trust Indenture, and performance by Assignor of the covenants and agreements contained in the Debt Documents and in accordance with the provisions therein, Assignor hereby agrees as follows:

1. **Definitions.** As used herein the following terms shall have the following meanings:

(a) "**Leases**" shall mean any and all leases, including any subleases and sub-subleases (including the Occupancy Leases, as such term is defined in the Trust Indenture), lettings, licenses, concessions and other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any person is now or hereafter granted a possessory interest in, or right to use or occupy all or any portion of the Property by or through Assignor, and every modification, amendment or other agreement relating to such lease, sublease, sub-sublease, and other agreement, and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

(b) "**Property**" shall mean the real estate described on Exhibit A attached hereto and made a part hereof and all Improvements located thereon.

(c) "**Rents**" shall mean rents, rent equivalents, monies payable as damages for or in lieu of rent or rent equivalents, royalties, income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, proceeds, charges for services rendered, reimbursement payments, adjustment payments, termination or settlement payments or awards (whether in bankruptcy, insolvency or reorganization proceedings or otherwise), including the Rents as described in Section 3 below, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Assignor or received by or paid to its agents or employees from any and all sources arising from or attributable to the Deed of Trust Premises (as defined in the Deed of Trust), including all receivables, customer obligations, installment payment obligations and other obligations now

B

existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Property and proceeds, if any, from business interruption or other loss of income insurance.

All other capitalized terms used herein and not herein defined shall have the meanings assigned to such terms in the Trust Indenture.

2. **Assignment.** Assignor hereby presently, absolutely, irrevocably and unconditionally conveys, transfers, assigns, delivers and sets over unto Assignee for the benefit of the Bondholders and their successors and assigns (a) all the rights, title, interests and privileges which Assignor, as lessor, has and may have (but none of Assignor's liabilities or obligations) in and to the Leases now existing or hereafter made and affecting the Property, and (b) the Rents. Notwithstanding anything in this Assignment to the contrary, it is understood and agreed that (1) it is the intention of Assignee and Assignor that the assignment of Rents effectuated by this Assignment shall be a direct, absolute and presently effective assignment and shall not constitute merely the granting of a lien, security interest or pledge for the purposes of securing the Indebtedness (as defined in the Deed of Trust), and shall be subject only to Assignor's license to collect and use same prior to the occurrence of an Event of Default as provided in this Assignment, (2) there shall be no *pro tanto* reduction in any portion of the Indebtedness with respect to such absolute assignment except for amounts actually received by Assignee and applied to payment thereof, (3) the assignments described above are effective, whether or not any Event of Default occurs hereunder, and (4) the assignments contained in this Section 2, being absolute assignments, shall survive and shall not be affected by any action or proceeding involving Assignor as debtor under the United States Bankruptcy Code. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Assignee's interest in such amounts constitutes only a lien on or security interest in or pledge of such amounts, it is agreed and understood that the forwarding of a notice to Assignor during the continuance of an Event of Default, advising Assignor of the revocation of Assignor's license to collect such amounts, shall have been sufficient action by Assignee to (i) perfect such lien on or security interest in or pledge of such amounts, (ii) take possession thereof, and (iii) entitle Assignee to immediate and direct payment of such amounts, for application as provided in this Assignment, all without the necessity of any further action by Assignee, including, without limitation, any action to obtain possession of the Land, Improvements, or any other portion of the Property.

3. **Payment of Rents.** Assignor does hereby direct all tenants, subtenants and occupants of the Property (including the tenants under the Occupancy Leases) to pay the Rents as may now be due and shall hereafter become due directly to Assignee or Assignee's designee pursuant to the Trust Indenture and the Lock Box Agreement, to be held, disbursed and applied by Assignee pursuant to the terms of the Debt Documents. If, notwithstanding the foregoing direction, any Rents shall hereafter be received by Assignor, Assignor shall hold such Rents in trust for the benefit of Assignee, and shall immediately remit and pay over to Assignee any such Rents so received by Assignor as required by the Debt Documents. In no event shall Assignor permit or collect any payment of Rent (not including any security deposit in an amount up to but not exceeding one month's rent) more than one (1) month in advance without the written consent of Assignee.

4. **Authorization to Enforce.** Until such time as all of the amounts owing under the Bonds and the other Debt Documents have been paid in full, Assignee shall have the right to enforce the provisions of the Leases; provided, however, that it is understood and agreed that, except during the existence of an Event of Default, Assignor shall have a revocable license to enforce and, except as otherwise expressly provided herein or in the other Debt Documents, to take any other actions with respect to, such Leases, present and future, and Assignee shall refrain from exercising its rights hereunder, subject to the terms of this Assignment.

C

5. **Rights of Assignee.** During the continuance of an Event of Default, Assignee may (as directed by Bondholder Representative), at its option, revoke the license granted herein above and without waiving such Event of Default and without regard to the adequacy of the security for the Secured Obligations, either in person or by agent, without bringing any action or proceeding, or by a receiver or keeper appointed by a court, without taking possession of the Property in its name, (a) notify any lessee or other person that the Leases have been assigned to Assignee and that all Rents are to be paid directly to Assignee or Assignee's designee pursuant to the Lockbox Agreement and the Trust Indenture, whether or not Assignee has commenced or completed foreclosure or taken possession of the Property; (b) in good faith settle, compromise, release, extend the time of payment of, and make allowances, adjustments and discounts of any Rents or other obligations in, to and under the Leases; (c) enforce the landlord's lien and otherwise demand, sue for or otherwise collect, receive, and enforce payment of Rents, including those past-due and unpaid and other rights under the Leases, prosecute any action or proceeding, and defend against any claim with respect to the Rents and Leases; (d) enter upon, take possession of, construct, maintain, renovate, and operate the Property, all as more fully set forth in the Deed of Trust and other Debt Documents; (e) lease, sublease or sub-sublease all or any part of the Property in accordance with the provisions of the Ground Lease; and/or (f) perform any and all obligations of Assignor under the Ground Lease and the Leases and exercise any and all rights of Assignor therein contained to the full extent of Assignor's rights and obligations thereunder, with or without the bringing of any action or the appointment of a receiver or keeper and without need for any other authorization or other action by Assignee or Assignor. Assignor irrevocably directs any tenant, manager, managing agent, or operator of the Property, without any requirement for notice to or consent by Assignor, to comply with all demands of Assignee under this Assignment and the other Debt Documents and to turn over to Assignee or Assignee's designee pursuant to the Lockbox Agreement and the Trust Indenture all Rents which it receives as provided therein. Assignor hereby acknowledges and agrees that payment of any Rents by a Person to Assignee as herein above provided shall constitute payment by such Person, as fully and with the same effect as if such Rents had been paid to Assignor.

6. **No Obligation by Assignee.**

(a) Notwithstanding the rights of Assignee hereunder, Assignee shall not be obligated to perform, and Assignee does not undertake to perform, any obligation, duty or liability with respect to the Ground Lease, Leases or Rents. Assignee shall not have any responsibility on account of this Assignment for the control, care, maintenance, management or repair of the Property, for any waste committed on the Property, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property unless resulting from the gross negligence, willful misconduct, violation of law or breach of agreement under the Debt Documents by Assignee, its agents or contractors, or arising after the date of any transfer to Assignee and during a period of time when the Property is within the sole possession and control of Assignee. Assignee shall not in any way be liable to Assignor for any action or inaction of Assignee, its employees or agents under this Assignment not resulting from the gross negligence, willful misconduct, violation of law or breach of agreement under the Debt Documents by Assignee.

(b) Nothing herein contained shall be construed as making Assignee a mortgagee in possession, nor shall it be liable for laches, or failure to collect said Rents, issues, profits, revenues, royalties, rights or benefits, and it is understood that Assignee is obligated to account to Assignor only for such sums as are actually collected by Assignee.

7. **Term.** Subject to the terms of the Trust Indenture, this Assignment shall continue in full force and effect until (a) all amounts due under the Debt Documents are paid in full, and (b) all other obligations of Assignor under the Debt Documents are fully satisfied. At the end of such term, this

D

Assignment is to be cancelled, released and reassigned to Assignor or the ultimate successor or permitted assign of Assignor and any release of the Deed of Trust in full shall automatically cancel, release, and reassign to Assignor or the ultimate successor or permitted assign of Assignor all interests conveyed herein.

8. **No Payment of Rent.** Assignor covenants to the best of its knowledge that at the time of the execution and delivery of this Assignment there has been no prepayment of any Rents for more than one (1) month in advance (not including any security deposit in an amount up to but not exceeding one (1) month's rent), to Assignor or to any other party by any tenant occupying the Improvements.

9. **Appointment.** Assignor hereby constitutes and appoints Assignee, which appointment is irrevocable and coupled with an interest, its true and lawful agent and attorney-in-fact, with, following the occurrence of an Event of Default, full power of substitution to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Debt Documents to take or execute, including, without limitation, full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at the reasonable discretion of Assignee, following the occurrence of an Event of Default, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its name or in the name of Assignor or otherwise, which Assignee (acting at the direction of Bondholder Representative) may reasonably deem necessary or desirable in order to collect and enforce the payment of Rents in accordance with this Assignment.

10. **Binding Effect.** This Assignment shall be binding upon Assignor and Assignor's heirs, executors, administrators, legal representatives, successors and permitted assigns (including, without limitation, Assignor), and shall inure to the benefit of Assignee, the Bondholders, the Bondholder Representative and each of their respective successors and assigns, including without limitation, any purchaser upon foreclosure of the lien and security interests created by the Deed of Trust or any other Bond Document securing payment of the Indebtedness, or under a deed in lieu of such foreclosure and any receiver in possession of the Property. Notwithstanding the foregoing, Assignor may not assign its rights or obligations hereunder or under the Leases other than to XL CAPITAL ASSURANCE INC., except with the prior written consent of Assignee and Bondholder Representative, which consent may be withheld in their sole and absolute discretion. Any purported assignment in violation of the provisions of this Section 10 shall be void and without force or effect. Assignee and the Bondholders may reassign its or their right, title, interests, powers and privileges in, to and under the Leases in whole or in part, to any person or entities succeeding to Assignee's, or any Bondholder's interest in the Bonds or the Property, in Assignee's or such Bondholder's sole discretion without any requirement for Assignor's consent, and any such reassignment shall be valid and binding upon Assignor as fully as if Assignor had expressly approved the same.

11. **Expenses.** Assignor agrees to pay to Assignee all out-of-pocket expenses (including reasonable expenses for attorney's fees and costs of every kind) of or incident to the enforcement of any of the provisions of this Assignment or performance by Assignee of any obligation of Assignor hereunder which Assignor has failed or refused to perform.

12. **No Waiver.** It is understood and agreed that neither the existence of this Assignment nor the exercise of the privilege to collect Rents, issues, profits, revenues, royalties, rights and benefits including, without limitation, security deposits, hereunder shall be construed as a waiver of any rights of Assignee, or any Bondholder under the terms of the Debt Documents or any of them, and the rights hereby given are in addition to, and cumulative of, all rights given by the Trust Indenture or any other Bond Document.

E

13. **Successors and Assigns.** The covenants and obligations herein undertaken by Assignor shall be binding upon the successors and permitted assigns of Assignor and the rights and benefits herein conferred upon Assignee shall inure to the benefit of its successors and assigns.

14. **Notices.** Unless expressly provided otherwise in this Assignment, all notices, demands, approvals and other communications provided for in this Assignment shall be in writing and shall be delivered to the addresses set forth in, and in accordance with, the Trust Indenture.

15. **Further Assurances.** Until the Indebtedness is paid in full, Assignor covenants and agrees upon demand to confirm to Assignee the assignment contained herein of any and all subsequent Leases and the Rents relating thereto upon all or any part of the Property, and to make, execute and deliver to Assignee upon demand any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Assignment shall apply to any such subsequent Lease, whether or not such assignment is so confirmed.

16. **Counterparts.** This Assignment is being executed in duplicate counterparts, and each such counterpart shall for all purposes be decreed to be an original and such counterparts shall together constitute but one and the same Assignment.

17. **Conflict.** If any conflict or inconsistency exists between the assignment of the Rents and Leases in this Assignment, and the assignment of the Rents and Leases as security in the Deed of Trust, the terms of this Assignment shall control.

18. **Modification.** This Assignment may only be revised by an agreement in writing signed by the party against whom enforcement of such revision is sought.

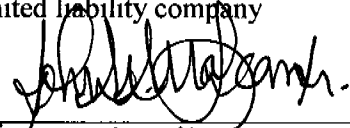
19. **Governing Law.** This Assignment, the Secured Obligations and the agreements of any person or entity to pay or perform the Secured Obligations, shall be governed by and construed according to the laws of the State of Nebraska.

*Signature Page Follows*

F

**IN WITNESS WHEREOF**, Assignor has duly executed this Assignment by its hand and seal as of the date first set forth above.

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

By:   
Name: JOHN N. McLEAN, JR.  
Title: VICE PRESIDENT

G

**ACKNOWLEDGMENT**

STATE OF Nebraska )  
COUNTY OF Douglas )      ss.

The foregoing instrument was acknowledged before me this 15 day of Sept, 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.

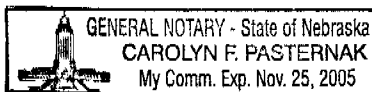
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Carolyn F Pasternak  
Notary Public

My commission expires:

11-25-05

(SEAL)





H

**EXHIBIT A**

**PROPERTY DESCRIPTION**

I

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

J

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

K

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:

L

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

M

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



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:

0

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



P

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,

P

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

R

**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.

5

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

T

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

U

having a long chord which bears  $S32^{\circ}11'43''W$ , 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  $S28^{\circ}03'43''W$ , 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  $N87^{\circ}48'44''E$  (assumed bearing) along the South line of said Section 2, a distance of 1441.42 feet; thence  $N02^{\circ}11'16''W$ , a distance of 2827.17 feet to the point of beginning; thence  $S57^{\circ}00'18''W$ , a distance of 37.60 feet; thence  $S46^{\circ}06'54''W$ , 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  $S49^{\circ}24'49''W$ , 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  $S57^{\circ}35'59''W$ , a distance of 256.53 feet; thence  $N13^{\circ}10'16''W$ , 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  $N06^{\circ}17'54''E$ , a distance of 63.66 feet; thence  $N38^{\circ}24'49''W$ , a distance of 45.60 feet; thence  $N02^{\circ}03'07''E$ , a distance of 56.99 feet; thence  $N36^{\circ}31'32''E$ , 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  $N41^{\circ}39'06''E$ , a distance of 42.98 feet; thence  $N46^{\circ}46'39''E$ , a distance of 94.04 feet; thence  $S55^{\circ}37'34''E$ , a distance of 115.23 feet; thence  $S56^{\circ}49'58''E$ , a distance of 95.31 feet; thence  $S50^{\circ}10'13''E$ , 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

2005-34184V

**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