

FILED S&RPY CO. HE.
INSTRUMENT NUMBER
2005-34188

2005 SEP 16 P 3:15 P

Glenn J. Dowling
REGISTER OF DEEDS

COUNTER JS C.E. [Signature]
VERIFY [Signature] D.E. [Signature]
PROOF [Signature]
FEES \$ 118.00
CHECK# _____
CHG. STB CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

After Recording Return To:

Gordon O. Tanner, Chief Counsel, Legal Division
Air Force Housing Privatization Center of Excellence
c/o AFCEE/HDP
2735 Louis Bauer Drive. Bldg. 728
Brooks City-Base, Texas 78235-5133

MORTGAGE, DEED OF TRUST, AND/OR DEED TO SECURE DEBT,

SECURITY AGREEMENT

AND

AGREEMENT TO SHARE PROCEEDS

THIS MORTGAGE, DEED OF TRUST, AND/OR DEED TO SECURE DEBT, SECURITY AGREEMENT AND AGREEMENT TO SHARE PROCEEDS (this "Agreement") is given as of September 15, 2005 by **OFFUTT AFB AMERICA FIRST COMMUNITIES, LLC**, a limited liability company organized pursuant to the laws of the State of Nebraska (together with its permitted successors and permitted assigns, the "Project Owner"), whose address is 1004 Farnam Street, Suite 400, Omaha, Nebraska 68102, to Commonwealth Land Title Insurance Company, a title insurer authorized to do business in Nebraska under the laws of Nebraska, as trustee ("Trustee") whose address is c/o Spence Title Services, Inc. 1905 Harney Street, Suite 210, Omaha, Nebraska 68102, to and for the benefit of **THE UNITED STATES OF AMERICA**, acting by and through its Secretary of the Air Force (the "Government" or the "Air Force"), whose address is Department of the Air Force, Deputy Assistant Secretary of the Air Force (Installations), 1665 Air Force Pentagon, Washington, D.C. 20330-1665.

RECITALS:

A. In response to Solicitation No. AFCEE-05-0006 (the "Solicitation") issued by the Government, the Project Owner has been selected by the Government to perform the design, construction, operation, maintenance, replacement and/or rehabilitation of a privately-owned

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rental housing development (the "Project") to be located on Offutt Air Force Base (the "Installation") primarily for use by military personnel and their families authorized to live on the Installation.

B. In connection with the Project, the Project Owner and the Government have entered into one or more documents, including without limitation, that certain Department of the Air Force Lease of Property on Offutt Air Force Base, Sarpy County, Nebraska dated as of September 15, 2005 (the "Lease") (sometimes collectively referred to herein as the "Project Documents") pursuant to which the Project Owner is obligated for the design, construction, operation, maintenance, replacement and rehabilitation of the Project.

C. As a condition of the Solicitation, the Government has required, and pursuant to the Selected Proposal (as defined in the Lease) the Project Owner has so agreed, that the Project Owner shall pay to the Government certain sale or refinancing proceeds realized from the Project.

D. The Project Owner has further agreed to execute and deliver this Agreement in order to place a lien upon its leasehold interest in the land which is subject to the Project Documents and more particularly described in Exhibit A to this Agreement (the "Leased Premises"), together with the improvements (other than the natural gas, electricity, potable water and sanitary sewer distribution systems existing on the Leased Premises as of the date hereof, as the same may be modified or extended) and personalty which are or will be located on the Leased Premises (collectively, the "Property"), for the purpose of evidencing and securing its agreement to share certain sale or refinancing proceeds with the Government.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Project Owner hereby irrevocably grants to Trustee, IN TRUST WITH POWER OF SALE, for benefit and security of the Government, and the Project Owner and the Government hereby agree as follows:

1. **Defined Terms.** As used herein, the following terms shall be defined as set forth below:

"Capital Event Gross Proceeds" means (a) (i) in the case of a Sale, an amount equal to the value of all consideration to be paid to or received by the Project Owner or others at the discretion of the Project Owner in connection with such Sale and (ii) in the case of a Refinancing, the original principal balance of the refinancing loan, minus (b) in either (a) (i) or (ii) the following items in the order listed below:

- (i) amounts paid by the Project Owner to third parties in connection with the Sale or Refinancing, as applicable, including without limitation, broker's commissions, title searches, survey costs, recording costs, escrowed charges, transfer taxes, and reasonable attorneys' fees;

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- (ii) amounts then due and owing under any indebtedness secured by the Project that has been approved by the Government in accordance with the Project Documents; and
- (iii) an amount equal to the estimated costs as set forth in the Selected Proposal, or as otherwise approved by the Government, of upgrading and /or modernizing the Project during years 15-40 of the Lease Term (as defined in the Lease), which amount shall be deposited into the Reinvestment Account.

“Day” shall mean a calendar day unless otherwise specified in writing in this document.

“Refinancing” means a refinancing of the indebtedness secured by the Project, including specifically but without limitation, a refinancing of the Bonds or the Direct Loan.

“Sale” means any transfer of the Project.

“Shared Proceeds” has the meaning given to such term in Section 2 below.

Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.

2. **Shared Proceeds.** Contemporaneously with the closing of either (i) a Sale or (ii) a Refinancing, the Project Owner shall pay to the Government as additional interest under the Direct Loan fifty percent (50%) of the Capital Event Gross Proceeds (“Shared Proceeds”).

3. **Application to All Sales and Refinancing During Term.** The obligation to pay Shared Proceeds to the Government shall apply **TO EACH AND EVERY SALE OR REFINANCING WHICH OCCURS ON OR BEFORE THE TERMINATION OF THIS AGREEMENT.**

4. **Records of Sales and Refinancings.** The Project Owner shall keep, or cause to be kept, and shall deliver to the Government, accurate records of account of any Sale or Refinancing and such further statements and information as the Government may reasonably request in order to enable the Government to determine or verify the amounts of Shared Proceeds which the Project Owner shall be required to pay to the Government pursuant to this Agreement. The Secretary shall have the right, upon reasonable notice and during normal business hours, to enter and have free access to inspect all books and records of the Project Owner regarding any such sale or refinancing. Upon the written request of the Government, the Project Owner shall cause, at its sole expense, an independent certified public accountant to prepare an accounting of any Sale or Refinancing. If either the Government or the certified public accountant determines that the Project Owner underpaid the amount of Shared Proceeds owed to the Government, then

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the Project Owner shall pay the deficiency to the Government within ten (10) Business Days of written notice of the underpayment.

5. **Unlawful Rate of Interest.** It is not intended by this Agreement to charge interest at a rate in excess of the maximum lawful rate of interest permitted to be charged to the Project Owner under the laws of the State of Nebraska or the laws of any other jurisdiction which may be deemed to govern this Agreement. Therefore, if the Government has made a Direct Loan in connection with the Project and if payments under this Agreement shall be construed by a court of law to constitute additional interest under such Direct Loan, and if, in such case, the payment by the Project Owner to the Government of Shared Proceeds shall cause the interest under the Direct Loan to be deemed to be in excess of the maximum lawful rate, then the interest rate imposed under the Direct Loan shall be reduced to a rate such that the combination of interest received under the Direct Loan plus the amount of Shared Proceeds shall not exceed the maximum lawful rate. Furthermore, if the interest rate on the Direct Loan cannot be reduced to a level such that the amount of interest paid under the Direct Loan together with the Shared Proceeds would be lawful, then any amounts of Shared Proceeds that are deemed to be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Direct Loan and not to the payment of Shared Proceeds.

6. **Default.** The failure by the Project Owner to pay when due Shared Proceeds shall constitute a "Default" under this Agreement.

7. **Security Instrument and Security Agreement.**

a. To the maximum extent permitted under applicable law, this Agreement is intended to be, shall be construed to be, and is (i) a mortgage, deed of trust, deed to secure debt, security deed, or other security instrument, whichever is customary in the jurisdiction of Sarpy County, Nebraska (as applicable, a "Security Agreement") and (ii) a security agreement under the Uniform Commercial Code as enacted in the State of Nebraska for the portion of the Property which, under applicable law, may be subjected to a security interest under the Uniform Commercial Code as enacted in the State of Nebraska, whether such portion of the Property is owned now or acquired in the future, and all products and cash and non-cash proceeds thereof (collectively, "UCC Collateral"). Project Owner hereby grants to the Government a lien on and mortgage interest in the Property and a security interest in the UCC Collateral to secure the performance of its obligations under this Agreement.

b. Notwithstanding anything to the contrary in this Agreement, both the lien and security interest granted in this Agreement by the Project Owner to the Government shall be automatically subordinated to the lien of any financing secured by the Property that has been or will be approved by the Government as required by the Lease without the need for any further action on the part of the Government or the Project Owner. Notwithstanding the foregoing, the Government agrees to confirm the aforementioned subordination in a form reasonably satisfactory to the Project Owner and any Approved Mortgagee, and shall not unreasonably delay such confirmation.

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c. The Project Owner hereby authorizes the Government to prepare and file financing statements, continuation statements and financing statement amendments in such form as the Government may require to perfect or continue the perfection of its security interest in the UCC Collateral and Project Owner agrees, if the Government so requests, to execute and deliver to the Government such financing statements, continuation statements, and amendments. The Project Owner shall pay all filing costs and all costs and expenses of any record searches for financing statements and/or amendments that the Government may require. The Project Owner shall not create or permit to exist any other lien or security interest in any of the UCC Collateral other than to the holders of any financing approved by the Government pursuant to the Lease.

8. Remedies.

a. The Government shall provide written notice to the Project Owner and any Approved Mortgagee of any Default under this Agreement. The Project Owner shall have ten (10) days to cure any Default under this Agreement. If the Default is not cured within the applicable cure period, then the Government shall have all rights, remedies, and recourses available to it at law or in equity, including, but without limitation, the right to foreclose the Liens securing payment of the Shared Proceeds.

b. The Project Owner acknowledges that the power of sale granted in this Agreement may be exercised by the Government without prior judicial hearing. The Project Owner has the right to bring an action to assert the nonexistence of a Default or any other defense of the Project Owner to a sale. The Government shall be entitled to collect all costs and expenses that it incurs in pursuing such remedies including attorneys' fees and costs of documentary and title evidence.

c. The Government may exercise its remedies against the Project and the UCC Collateral separately or together, and in any order, without in any way affecting the Government's other remedies.

d. The exercise by the Government of its remedies under this Agreement shall be subordinate to the rights of any Approved Mortgagee.

e. The Government shall apply all proceeds from any sale conducted pursuant to its power of sale hereunder as prescribed by Nebraska law.

9. Miscellaneous.

a. **Notice.** Notice to the parties shall be provided in accordance with the Lease.

b. **Amendment.** No amendment to this Agreement shall be binding upon any party until such amendment is reduced to writing and executed by both parties.

c. **Entire Agreement.** This Agreement contains all agreements among the parties, and there are no other representations, warranties, promises, agreements, or

understandings, oral, written, or implied, among the parties except as expressly referenced in this Agreement.

d. **Binding Effect.** This Agreement shall be binding upon the parties and their respective successors and assigns.

e. **Severability.** If any clause, provision, or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections.

f. **Term.** This Agreement shall be in full force and effect from its date to and including the later of (i) the date on which the Project Owner pays any and all amounts owed to the Government under this Agreement, or (ii) the Lease Termination Date. Upon the termination of this Agreement, and upon request of the Project Owner, the Government shall execute a recordable document evidencing such termination, if so requested by the Project Owner.

g. **No Joint Venture.** The Government is not and shall not be deemed to be a partner, shareholder, or other owner of, or a joint venturer with, the Project Owner as a result of this Agreement. The relationship between the Government and the Project Owner is that of creditor and debtor and all payments of Shared Proceeds under this Agreement are required solely by reason of that relationship.

h. **Request for Notices.** Copies of any notice of default or notice of sale shall be sent by the Government to Project Owner and all other parties to this Agreement at the respective addresses stated in the first paragraph on page 1 of this Agreement.

i. **Governing Law.** This Agreement shall be construed, and the rights and obligations of the Government and the Project Owner under this Agreement shall be determined, in accordance with the laws of the State of Nebraska.

[REMAINDER OF PAGE LEFT BLANK]

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IN WITNESS WHEREOF, the undersigned Project Owner has executed this Agreement To Share Proceeds as of the date first above written.

PROJECT OWNER:

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

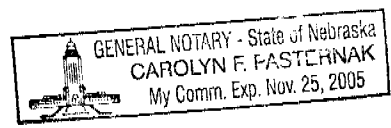
By: *[Signature]*
John N. McLean, Jr.
Vice President

STATE OF NEBRASKA)
)
COUNTY OF Douglas) SS:
)

On the 15 day of Sept., 2005, before me, the undersigned Notary Public, personally appeared John N. McLean, Jr., personally known to me to be the person whose name is subscribed to the foregoing, and personally known to me to be the Vice President of Offutt AFB America First Communities, LLC, and acknowledged the same as his free act and deed in his capacity as Vice President of Offutt AFB America First Communities, LLC and the free act and deed of such limited liability company for the purposes and consideration cited therein.

Carolyn F. Pasternak
Notary Public

My Commission Expires: 11-25-05

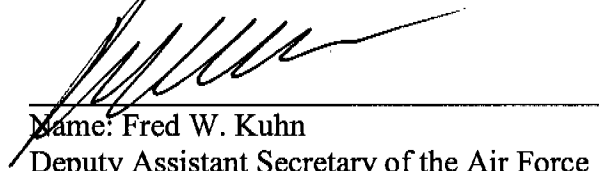


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AGREED TO AND ACCEPTED BY:

THE UNITED STATES OF AMERICA,
acting by and through its Secretary of the
Air Force

By



Name: Fred W. Kuhn
Deputy Assistant Secretary of the Air Force
(Installations)

A

EXHIBIT A
DESCRIPTION OF LAND

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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:

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

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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

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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.

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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

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

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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
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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.

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04/15/2004 Revised: 10/15/2004
E & A CONSULTING GROUP, INC.
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2005-3488 V

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.

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04/15/2004
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