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*Glenn J. Lawling*  
REGISTER OF DEEDS

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**AFTER RECORDING RETURN TO:**

Please file & return to:

Patrick L. Tripp, Attorney  
Metropolitan Utilities District  
1723 Harney Street  
Omaha, NE 68102-1960

DEPARTMENT OF THE AIR FORCE  
EASEMENT FOR UTILITY RIGHT-OF-WAY  
LOCATED ON  
MILITARY HOUSING PRIVATIZATION INITIATIVE, OFFUTT AFB  
SARPY COUNTY, NEBRASKA

BY EXECUTION OF THIS DEPARTMENT OF THE AIR FORCE EASEMENT FOR UTILITY RIGHT-OF-WAY (this "Easement Agreement"), THE SECRETARY OF THE AIR FORCE (hereinafter referred to as "Grantor") under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2669, having found that the granting of these easements will be in the public interest and will not substantially injure the interests of the United States, hereby grants to, METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska (hereinafter referred to as "Grantee"), the following described easements (collectively, the "Easements"), over, across, in and upon lands of the United States as identified in Exhibit A (hereinafter referred to as the "Premises"), and which is attached hereto and made a part hereof:

- A. *Roadway.* Non-exclusive permanent easement over that portion of the Premises used for vehicular and pedestrian access for the purpose of vehicular and pedestrian access to the Facilities (as defined below in C).
- B. *Vehicular.* Non-exclusive permanent easement for the purpose of vehicular traffic between the Premises and the streets now and hereafter abutting any portion of the Premises as needed to access the Facilities; limited, however, to those portions of the Premises and Offutt Air Force Base which are improved by Grantor or the Developer (as defined below

- C. in C) from time to time for vehicular access, as such portions may be reduced, increased or relocated from time to time by Grantor.
- D. *Utility.* Non-exclusive permanent easement over that portion of the Premises necessary for the installation, operation, maintenance, repair, replacement and removal of potable water distribution mains, lines and systems and any other potable water facilities or systems now or hereafter developed by Grantee to serve the residential community owned and being developed by America First Communities Offutt Developer, LLC (the "Developer") on Offutt Air Force Base; provided, all mains, pipes, lines, valves, systems and related equipment (collectively, the "Facilities") will be placed in locations approved by the Civil Engineer of Offutt Air Force Base, acting in its capacity as an authorized representative of the Installation Commander for such purpose, and installed, operated and maintained in a manner which will not unreasonably interfere with the development and use of such residential community which shall consist of approximately 1,640 housing units and related infrastructure and amenities (the "Residential Community"). It is agreed that within sixty (60) days after completion of installation of the Facilities within a particular portion of the Premises, Grantor and Grantee shall execute an amendment to this Easement Agreement in recordable form limiting the effect of this Easement Agreement with the respect to the portion so completed to the as-built location of the Facilities.

THE EASEMENTS are granted subject to the following conditions.

1. **Term.** The Easements are non-exclusive permanent easements subject to termination solely as provided in Section 16.
2. **Consideration.** Good and valuable consideration including Grantee's covenants to install, operate and maintain the Facilities in accordance with the terms of this Easement Agreement and applicable laws, has been received by Grantor
3. **Notices.** All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Metropolitan Utilities District, Attn: Daniel G. Crouchley, 1723 Harney St., Omaha, NE, 68102 and, if to the United States, to the Civil Engineer, Offutt Air Force Base, Attention: 55<sup>th</sup> Civil Engineering Squadron, 106 Peacekeeper Drive, Suite 213, Bellevue, NE, 68113, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.
4. **Authorized Representatives.** Except as otherwise specifically provided herein, any reference to "Installation Commander" "Civil Engineer" or "said officer" shall include such party's duly authorized representatives. Any reference to "Grantee" shall

include assignees, transferees and their duly authorized representatives approved by the Grantor as provided in Section 11.

**5. Supervision by the Installation Commander.** The construction, operation, maintenance, repair or replacement of the Facilities shall be performed at no cost or expense to the United States. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of the Installation Commander, Offutt Air Force Base and the Developer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as the Installation Commander prescribes in writing from time to time, which rules and regulations shall be consistent with all applicable federal and state laws and regulations.

**6. Applicable Laws and Regulations.** The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations.

**7. Condition of Premises.** The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the Easements are granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. Inspection and Repairs.** The Grantee shall inspect the Facilities at reasonable intervals and cause the prompt repair of any defects found by such inspection, consistent with all applicable federal and state laws and regulations.

**9. Protection of Government Property.** The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this Easement Agreement and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to the Installation Commander, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. Right to Enter.** The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary in connection with government purposes.

**11. Transfers and Assignments.** Without prior written approval by the Installation Commander, the Grantee shall neither transfer nor assign this Easement Agreement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this Easement Agreement. The provisions and conditions of this Easement Agreement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee approved by the Grantor.

**12. Indemnity.** The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's

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officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**13. Subject to Easements.** This Easement Agreement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on Offutt Air Force Base, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of the Installation Commander, interfere with the use of the Facilities by the Grantee.

**14. Required Services.** The Grantee shall furnish through said Facilities such services as may be required from time to time for the Residential Community.

**15. [Intentionally omitted.]**

**16. Termination.** This Easement Agreement may be terminated fully or partially by the Grantor upon thirty (30) days written notice to the Grantee (a) for failure of the Grantee to comply with the terms of this grant (see 10 USC § 2669), or (b) for non-use of the Facilities or Easements for a period of two years, or (c) for abandonment of the Easement or Facilities.

**17. Soil and Water Conservation.** The Grantee shall maintain, in a manner satisfactory to the Installation Commander, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this Easement Agreement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the Easements herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

**18. Environmental Protection.**

(a) Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized as currently in effect or hereafter issued or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is strictly prohibited. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

(b) The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from the Installation Commander before any pesticides or herbicides are applied to the Premises.

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(c) The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

**19. Environmental Baseline Survey.** The Grantee acknowledges receipt of the Environmental Baseline Survey (the "EBS") dated May 8, 2002, for the Premises. If this Easement Agreement is terminated in accordance with Section 16, a separate EBS for the Premises will be prepared and signed by Grantor and Grantee (the "Termination EBS"). The Termination EBS will be used to determine whether Grantee has fulfilled its obligations to maintain and restore the Premises as provided in Section 22 of this Easement Agreement.

**20. Historic Preservation.** The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify the Installation Commander and protect the site and material from further disturbance until said officer gives clearance to proceed.

**21. Non-Discrimination.** The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the Premises.

**22. Restoration.** If this Easement Agreement is terminated pursuant to Section 16 above, the Grantee shall, if so directed by the Installation Commander and within such time as said officer may indicate, remove the Facilities and restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to remove the Facilities and restore the Premises, the United States shall have the option to take over the Facilities without compensation, or to remove the Facilities and perform the restoration and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**23. Disclaimer.** This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403) Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the Premises.

THIS EASEMENT AGREEMENT is not subject to Title 10, United States Code, and Section 2662, as amended.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the AIR FORCE, this 19<sup>th</sup> day of January, 2006.

SECRETARY OF THE AIR FORCE

By: [Signature]

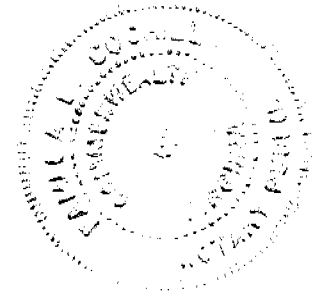
Fred W. Kuhn, Assistant Deputy Secretary  
of the Air Force (Installations)

COMMONWEALTH OF VIRGINIA )  
 ) SS:  
COUNTY OF ARLINGTON )

On the 19<sup>th</sup> day of January, 2006, before me, Pamela L. Coghill, the undersigned Notary Public, personally appeared Fred W. Kuhn, personally known to me to be the person whose name is subscribed to the foregoing Easement for Utility Right of Way, and personally known to me to be the Deputy Assistant Secretary of the Air Force (Installations), and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act of the Secretary of the Air Force for the purposes and consideration cited therein.

[Signature]  
Notary Public, Commonwealth of Virginia

My commission expires: February 29, 2008.



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THIS EASEMENT AGREEMENT is also executed by the Grantee this 27<sup>th</sup> day of December, 2005.

METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA,  
A municipal corporation and political subdivision of the State of Nebraska

By: *Thomas A. Wurtz*  
President

Approved as to form  
*Billie J. Rudd*  
General Counsel  
12-23-05

Printed Name and Title

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF Douglas    )    ss.

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 2005, by Thomas A. Wurtz, the President of Metropolitan Utilities District of Omaha, Nebraska, a municipal corporation and political subdivision of the State of Nebraska, on behalf of said municipal corporation.

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

*Billie J. Rudd*  
Notary Public

My commission expires:



Figure 8-D-14

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**Exhibit A**

**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:

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 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

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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:**

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**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

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106.42 FEET TO THE POINT OF BEGINNING; THENCE N25°13'35"E, A DISTANCE OF 72.86 FEET; THENCE S64°46'25"E, A DISTANCE OF 60.29 FEET; THENCE S25°13'35"W, A DISTANCE OF 73.69 FEET; THENCE N62°20'39"W, A DISTANCE OF 23.05 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 400.92 FEET, A DISTANCE OF 37.27 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N65°00'27"W, A DISTANCE OF 37.26 FEET TO THE POINT OF BEGINNING.

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

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

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

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

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

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NORTHEAST CORNER OF LOT 2, SOUTHDALE; THENCE S86°53'50"W ALONG SAID NORTH LINE OF LOT 2, 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.

2006-07047 N

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